

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, August 19, 2019
5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Open Meetings Act Announcement.

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

Pledge of Allegiance.

Items.

1. Citizen's Comments.
2. Announcements & Recognitions.
3. Public Hearings.
 - A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held July 22, 2019.
 1. Adjourn the Public Hearing.
 - B. Receive and file the minutes of the April 22, 2019 Economic Development Plan Citizen's Advisory Review Committee meeting.
4. Consent Agenda.
 - A. Approve the minutes of the August 5, 2019 regular City Council meeting and the August 12, 2019 special City Council meeting.
 - B. Approve the application for a Special Designated Liquor License submitted by Outlaws 1882 Saloon, Liquor License #IB-118114, for a benefit - outdoor food event to be held in their parking area, 1006 West "B" Street, on September 7, 2019 from 11:00 A.M. to 11:00 P.M.
 - C. Receive and file the claims for the month of July 2019 as published August 12, 2019.
 - D. Offer a contract to Myers Construction, Inc. with a bid of \$582,325.71, as the lowest responsible bidder, for West 5th Street & East 14th Street Water System Improvements and authorize the Mayor to execute the necessary paperwork to award the contract.
 - E. Approve a Lease of Tower Space and a Lease of Rack Space between the City of McCook and McCook Public Power District.
 - F. Ratify the Mayor's appointment to the Parks Advisory Board - appoint Caitlin Whitehead to replace Elizabeth Yilk - term expires May 2021.
5. Regular Agenda.

- A. Ordinance No. 2019-2985 prohibiting persons under the age of eighteen years from the use and possession of tobacco, tobacco products, electronic cigarettes and vapor products, alternative nicotine products, and establish a penalty for violations.
 - 1. Chairperson asks Clerk to read ordinance by title.
 - 2. Consider approval of Ordinance No. 2019-2985 upon its first reading.
 - B. Ordinance No. 2019-2986 providing for the adoption of the budget for FY 2019/2020.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2019-2986 upon its first reading.
 - C. Ordinance No. 2019-2987 providing for the adoption of the FY 2019/2020 Fiscal Year Employee Classification Pay Plan.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2019-2987 upon its first reading.
 - D. Council Comments.
- Adjournment.

**CITY MANAGER'S REPORT
AUGUST 19, 2019 CITY COUNCIL MEETING**

ITEM: 3.A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held July 22, 2019.

ITEM: _____ Receive and file the minutes of the April 22, 2019 Economic Development Plan Citizen's Advisory Review Committee meeting.

BACKGROUND:

Quarterly Economic Development Plan Citizen's Advisory Review Committee meetings were held on July 22, 2019 and April 22, 2019. Per the City's Plan, a public hearing will be held to discuss the contents of the meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 15, 2019



Nathan A. Schneider, City Manager

August 15, 2019

EXHIBIT #1

PAGE(S) - 1

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mayor and City Council of McCook, Nebraska will hold a public hearing on August 19, 2019 at 5:30 p.m. in the City Council Chambers of the McCook Municipal Center concerning the findings and suggestions of the Citizens Advisory Committee regarding the functions and progress of the economic development program for the City of McCook.

Individuals requiring physical or sensory accommodations including interpreter service, braille, large print, or recorded materials, please contact the City Clerk at 308-345-2022.

-s- Lea Ann Doak
City Clerk

Publish: August 12, 2019.

EXHIBIT #2

PAGE(S) - 1

AGENDA
ECONOMIC DEVELOPMENT PLAN
CITIZEN'S ADVISORY REVIEW COMMITTEE

QUARTERLY MEETING

MONDAY, JULY 22, 2019
12:00 P.M.
HERITAGE SENIOR CENTER

CALL TO ORDER

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

- ITEM NO. 1** Review and approve minutes of April 22, 2019 meeting
- ITEM NO. 2** Review LB840 Economic Development Program quarterly reports
- ITEM NO. 3** Update of Revenues Collected to Date
- ITEM NO. 4** Economic Development Director Report
- ITEM NO. 5** Discuss new LB840 Plan
- ITEM NO. 6** MEDC Strategic Planning
- ITEM NO. 7** Open discussion
- ITEM NO. 8** Next meeting date: October 28, 2019
- ITEM NO. 9** Adjournment

EXHIBIT #3

PAGE(S) - 9

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

Program Year 10/01/18 - 9/30/19

Balances as of 03/31/19

	Beginning	YTD	YTD	Ending	Program
	Cash on Hand	Receipts	Expenditures	Balance	Total
Loan & Grant Program	\$ 227,381.66	\$ 123,574.88	\$ 136,714.32	\$ 214,242.22	
Loan Repayments		\$ 48,676.54	\$ -	\$ 48,676.54	
Legal			\$ -	\$ -	
Publishing			\$ 12.00	\$ (12.00)	
Interest		\$ 396.33		\$ 396.33	
TOTAL				<u>\$ 396.33</u>	\$ 263,303.09
 Ending Balance					 <u><u>\$ 263,303.09</u></u>
 Keystone Bond Reserve	\$ 112,000.00		\$ 112,000.00	\$ -	
MEDC Administration	\$ -	\$ 64,050.00	\$ 64,050.00	\$ -	

McCook Growth Fund (LB840) AVAILABLE FUNDS

Program Year 10/01/18 - 9/30/19

Balances as of 03/31/19

	<u>Program Balance</u>	<u>Project Commitments</u>	<u>Available</u>
Loan, Grants and Projects	\$ 263,303.09		
Loans			
Infrastructure Improvement Grant			
Ravenswood Road Improvements		\$ 39,000.00	
Business Park Grant Clawback		\$ 27,500.00	
Façade Program			
Carpenter-Breland Funeral Home		\$ 3,500.00	
Ripore LLC		\$ 5,000.00	
Housing			
Innovative Housing Fund Grant Match		\$ 20,000.00	
Down Payment Assitance Grant Match		\$ 6,000.00	
Retail Program			
Retail Strategies		\$ 30,000.00	
Total Reserved and Committed		<u>\$ 131,000.00</u>	
Total Funds Available			<u><u>\$ 132,303.09</u></u>

McCook Growth Fund (LB840) Loan Status Report
03/31/19

Current Loans	Loan Amount (a)	Interest Rate	Loan Term (Years)	Date Loan Made	Interest Earned (b)	Payments Made (c)	Loan Balance Remaining (a+b-c)	Loan Status
Anna & Tanner Powell Loan No. 1 (Aphrodite Hair Design)	\$ 17,550.00	3%	10	4/1/2019	\$0.00	\$0.00	\$ 17,550.00	Current
Anna & Tanner Powell Loan No. 2 (Aphrodite Hair Design)	\$ 18,285.00	3%	7	4/1/2019	\$0.00	\$0.00	\$ 18,285.00	Current
C5, LLC (Laundromat)	\$ 50,000.00	3%	10	2/1/2019	\$125.00	\$ 1,500.00	\$ 48,625.00	Current
Bailey Kool dba Head 2 Toe Spa	\$ 10,000.00	3%	5	5/1/2018	\$229.42	\$ 2,079.69	\$ 8,149.73	Current
American Agricultural Laboratory	\$ 75,000.00	2%	10	2/5/2017	\$2,939.78	\$ 17,942.62	\$ 59,997.16	Current
MEDC North Pointe Phase I TIF Bond	\$ 208,000.00	0%	22	4/2/2015	\$0.00	\$ 16,332.49	\$ 191,667.51	Current
Clary Village Equity (Non-Recourse Loan - to be paid from residual cash flow)	\$ 120,000.00	4%	15	3/16/2015	\$19,919.80	\$ 20,480.19	\$ 119,439.61	Current
MEDC Clary Village TIF	\$ 178,622.92	0%	17	3/16/2015	\$0.00	\$ 28,010.65	\$ 150,612.27	Current
East Ward Village (Non-Recourse Loan - to be paid from residual cash flow)	\$ 105,000.00	2%	15	7/11/2012	\$10,858.12	\$ 49,206.58	\$ 66,651.54	Current
Totals	\$ 782,457.92				\$34,072.12	\$135,552.22	\$ 680,977.82	

LB840 PROGRAM BALANCES

3/31/2019

Unaudited

	(C) BEGINNING CASH ON HAND 10/1/2018	(D) FY 18/19 ANTICIPATED RECEIPTS	(E) FY 18/19 YTD RECEIPTS	(F) FY 18/19 YTD EXPENDITURES	(G) ENDING PROGRAM BALANCES (C + E - F = G)
Motor Vehicle Sales Tax ** (**Not available to MEDC)	\$ 257,503.58	\$ 37,000.00	\$ 16,997.79	\$ 11,510.00	\$ 263,378.69
Interest			\$ 387.32		
Loan/Grant/Program	\$ 227,381.66	\$ 228,312.00	\$ 123,574.88	\$ 136,714.32	\$ 263,303.09
Loan Repayment		\$ 31,000.00	\$ 48,676.54		
Legal					
Publishing				\$ 12.00	
Interest			\$ 396.33		
Keystone Bond Redemption	\$ 112,000.00			\$ 112,000.00	\$ -
MEDC Administration	\$ -	\$ 128,100.00	\$ 64,050.00	\$ 64,050.00	\$ -
BALANCES	\$ 596,885.24	\$ 424,412.00	\$ 254,082.86	\$ 324,286.32	<u>\$ 526,681.78</u>

CITY OF MCCOOK
LB840
RECEIPT REGISTER
10/01/2018 - 03/31/2019

Receipt Breakdown

	Total Receipt	MV Sales Tax	Loan/Grant Pro	MEDC Adm
10/19/18 Nebr Dept of Rev	\$ 30,396.47		\$ 19,721.47	\$ 10,675.00
11/20/18 Nebr Dept of Rev	\$ 29,555.18		\$ 18,880.18	\$ 10,675.00
12/26/18 Nebr Dept of Rev	\$ 25,874.98		\$ 15,199.98	\$ 10,675.00
10/19/18 MV - Nebr Dept of Rev	\$ 2,642.31	\$ 2,642.31		
11/20/18 MV - Nebr Dept of Rev	\$ 2,568.50	\$ 2,568.50		
12/26/18 MV - Nebr Dept of Rev	\$ 2,381.34	\$ 2,381.34		
10/31/18 Interest	\$ 154.14	\$ 154.14	\$ -	
11/30/17 Interest	\$ 126.17	\$ 47.81	\$ 78.36	
12/31/17 Interest	\$ 132.67	\$ -	\$ 132.67	
10/01/18 Clary 2017/2018	\$ 10,101.21		\$ 10,101.21	
10/01/18 N Pointe - Loan Repayment	\$ 5,545.29		\$ 5,545.29	
10/01/18 Clary - Loan Repayment	\$ 7,663.38		\$ 7,663.38	
10/01/18 Clary - Loan Repayment	\$ 6,470.82		\$ 6,470.82	
10/05/18 Kool - Loan Repay	\$ 300.00		\$ 300.00	
10/05/18 American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
10/15/18 Clary2018B Payment	\$ 3,764.59		\$ 3,764.59	
11/06/18 Kool - Loan Repay	\$ 200.00		\$ 200.00	
10/06/18 American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
11/06/18 MEDC - Loan Payment	\$ 10.65		\$ 10.65	
12/07/18 Kool - Loan Repay	\$ 200.00		\$ 200.00	
12/07/18 American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
12/29/18 East Ward Village - Loan Repay	\$ 8,180.00		\$ 8,180.00	
01/21/19 Nebr Dept of Rev	\$ 25,586.35		\$ 14,991.35	\$ 10,675.00
02/21/19 Nebr Dept of Rev	\$ 31,358.99		\$ 20,683.99	\$ 10,675.00
03/21/19 Nebr Dept of Rev	\$ 44,852.91		\$ 34,177.91	\$ 10,675.00
01/21/19 MV - Nebr Dept of Rev	\$ 3,490.43	\$ 3,490.43		
02/21/19 MV - Nebr Dept of Rev	\$ 2,976.40	\$ 2,976.40		
03/21/19 MV - Nebr Dept of Rev	\$ 2,938.81	\$ 2,938.81		
01/31/19 Interest	\$ 135.81	\$ 135.81		
02/28/19 Interest	\$ 113.63	\$ 49.56	\$ 64.07	
03/31/19 Interest	\$ 121.23		\$ 121.23	
01/10/19 Kool - Loan Repay	\$ 200.00		\$ 200.00	
01/10/19 American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
02/04/19 Kool - Loan Repay	\$ 200.00		\$ 200.00	
02/04/19 American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
03/04/19 C5 LLC - Loan Repay	\$ 1,500.00		\$ 1,500.00	
03/04/19 Kool - Loan Repay	\$ 200.00		\$ 200.00	
03/04/19 American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
	\$ 254,082.86	\$ 17,385.11	\$ 172,727.75	\$ 64,050.00
				\$ 254,162.86

CITY OF MCCOOK
 LB840 FUND
 CHECK REGISTER
 10/01/2018 - 03/31/2019

PAYEE	DESCRIPTION	ACCT. NO.	DATE	CK NO.	AMOUNT
GIS Workshop	Maintenance	45-068-54845	10/11/2018	1270	\$ 18,000.00
McCook Economic Development	Bridge Loan	45 068 54845	10/11/2018	1271	\$ 2,630.32
McCook Economic Development	Keystone Term Loan Pay	45 102 54315	10/18/2018	1272	\$ 112,000.00
McCook Economic Development	Administration	45 068 54885	10/24/2018	1273	\$ 10,675.00
Main Street Clothing	Facade Improvements	40 068 54845	11/14/2018	1274	\$ 5,000.00
McCook Economic Development	Administration	45 068 54885	11/21/2018	1275	\$ 10,675.00
McCook Economic Development	Administration	45 068 54885	12/13/2018	1276	\$ 10,675.00
B Street Auto Supply	Facade Improvements	45 068 54845	12/13/2018	1277	\$ 5,000.00
GIS Workshop	GPS Data Collection/Layer	45 068 54845	12/27/2018	1278	\$ 18,050.50
McCook Daily Gazette	Publishing	45 068 54020	3/6/2019	54350	\$ 12.00
Memorial United Methodist Ch	Facade Improvements	45 068 54845	1/9/2019	1279	\$ 1,577.50
McCook Economic Development	Administration	45 068 54885	1/23/2019	1280	\$ 10,675.00
C5, LLC	Loan	45 068 54845	1/30/2019	1281	\$ 50,000.00
W Design Associates, Inc.	Engineering Ravenswood Rd	45 068 54835	1/30/2019	1282	\$ 11,510.00
McCook Economic Development	Administration	45 068 54885	2/13/2019	1283	\$ 10,675.00
McCook Economic Development	C5, LLC Loan Fees	45 068 54835	2/20/2019	1284	\$ 621.00
McCook Economic Development	Administration	45 068 54885	3/13/2019	1285	\$ 10,675.00
Tanner or Anna Powell	Loan	45 068 54845	3/29/2019	1286	\$ 35,835.00

TOTAL \$ 324,286.32

TOTAL BY PROGRAM

Publishing	45 068 54020	\$ 12.00
Legal	45 068 54030	\$ -
LB840 Street Sales Tax Reserve	45 068 54835	\$ 11,510.00
LB840 Loan/Grant/Programs	45 068 54845	\$ 136,714.32
LB840 MEDC Administration	45 068 54885	\$ 64,050.00
Keystone Debt Payment	45 102 54315	\$ 112,000.00

TOTAL \$ 324,286.32

**McCook Growth Fund (LB840) Economic Development Program
 Second Quarter Report March 31, 2019
 Program Year October 1, 2018 –September 30, 2019**

Approved, but not yet completed or paid:

Façade Program, Carpenter-Breland Funeral Home 2017 \$3,500.00

Will add stone on the awning columns facing W. 2nd St. and will accent 3 corners of the new building and will add stone accents on existing flower bed facing C St. (\$4,000 total- 50% reimbursement). Will add can lighting around building and awning and bronze goose neck barn lights to front awning and north side of building (\$3,00 total- 50% reimbursement).

Façade Program, Ripore LLC 2018 \$5,000.00

Ripore LLC has acquired 520 West B St. they are in the process of repairing and renovating the exterior. This includes rebuilding the glass windows and reinstall framing and windows higher off the street level. They also plan to tuck point block areas, prime and paint the outside of the building.

Ravenswood Infrastructure Grant 2018 \$39,000.00

The MEDC board voted to contribute \$39,000 toward the grant to improve Ravenswood Road. Along with a contribution from the city, we received a \$137,500 grant from the Department of Transportation. This will open up three more industrial park lots.

Business Park Claw back 2019 \$27,500.00

As a part of the Depart of Transportation Grant, there is a claw back provision. If we don't create the number of jobs or capital investment required from the grant to improve the Ravenswood Road for business park access in five years, we are required to pay back part of the grant on a prorated basis. The total amount of the Department of Transportation portion of the grant was \$137,500 so the board has voted to hold in reserve 1/5 of that amount every year until the five year lookback is done.

Housing Match 2019 \$26,000.00

The MEDC board has approved two different potential matches to grant applications for the state housing trust fund programs. The first match is \$20,000 for an innovative housing grant proposal. The State of Nebraska had \$2,000,000 in housing trust fund left after the initial application round. The state opened up innovative housing proposals. We worked with Cambridge and Benkelman to put together a regional proposal. If awarded, it will create a \$495,000 pool of money to be used between the three communities for capital to build workforce housing. The second grant, is in partnership with Southwest Nebraska Betterment Corporation to create \$255,000 for up to \$20,000 in Down payment and closing cost assistance for 10 first time homebuyers. The State of Nebraska will determine if either grant is awarded later in the year.

Retail Strategies	2019	\$30,000.00
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One of MEDC’s top priorities is Business Recruitment with an emphasis on retail. The MEDC board voted to sign a one year contract with Retail Strategies to assist our efforts in recruiting national retail business to McCook. They will provide data, perform a retail gap analysis, and then based on our feedback will recruit national retail businesses that would fit with our local demographics. They are planning on coming to McCook in late May/early June to explore the community and also meet with people who own property in the spots where most national retailers would want to locate, which in McCook is along Highways 6/34 and Highway 83. If you would be interested in part of the Retail Strategies visit to McCook, let me know.

LB 840 Expenses in the 2nd Quarter

Loan, Grant, and Program Fund

Façade Program, UMC/Helping Hand	2019	\$1,577.50
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Construction and installation of a new 13 foot awning with a 6 foot projection on the building they purchased at 202 W. 1st St.

C5, LLC	2019	\$50,000.00
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Loan Fees	2019	\$621.00
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A gap loan was issues to C5, LLC. The loan provided 12.5% of the financing for the purchase of the laundromat by C5, LLC. The local purchase should retain 2.5 FTE. This was also approved by the city council as it involved property. The additional \$621.00 was for preparation and filing of the legal documents associated with the loan.

Ravenswood Road Improvements	2019	\$11,510.00
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This expense was part of the \$75,000 pledge from the city motor vehicle sales tax fund for the match on the Nebraska Department of Transportation grant to improve Ravenswood Road. The road needs to be improved to be able to open up the three interior lots of the Business Park.

Anna or Tanner Powell	2019	\$35,835.00
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A gap loan was issued to Anna or Tanner Powell for the purchase of Aphrodite Hair Design. The loan provided 28.7% of financing needed to transition the business to the Powells and should retain 7.5 FTE.

Other Expenses

Program Administration and Operations	1/23/2019	\$10,675.00
Program Administration and Operations	2/13/2019	\$10,675.00
Program Administration and Operations	3/13/2019	\$10,675.00

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

Monday – April 22, 2019
12:00 P.M. - Heritage Senior Center

The Economic Development Plan Citizen's Advisory Review Committee of the City of McCook was called to order by City Manager Nate Schneider and began at 12:30 P.M. at the Heritage Senior Center. Present: Members Danielle Johnson, Jordan Johnson, Jeanette Peters, Sarah Renner, Sean Wolfe, Gary Wiemers and Leon Kuhlen (arrived at 12:34 p.m.). Also present: Andy Long, MEDC; Nate Schneider, City Manager; Angela Allen, Recording Secretary.

(1) ELECT OF CHAIRPERSON

Gary Wiemers moved to elect Sean Wolfe as Chairperson. Jordan Johnson seconded the motion. All members present voted in the affirmative. Motion passed.

(2) REVIEW AND APPROVE MINUTES OF JANUARY 28, 2019 MEETING.

Gary Wiemers introduced a motion to approve the January 28, 2019 minutes; Danielle Johnson seconded the motion. All members present voted in the affirmative. Motion passed.

(3) REVIEW LB840 ECONOMIC DEVELOPMENT PROGRAM QUARTERLY REPORTS.

MEDC Executive Director Long reviewed the McCook Growth Fund Program Balances and McCook Growth Fund Available Funds reports prepared by MEDC for the 10/1/18 – 03/31/19 with the committee. He said that sales tax revenues are up 8% compared to last year.

Andy reported the \$137,500 Nebraska Department of Transportation (NDOT) grant the City of McCook was awarded for improvements of Ravenswood Road, includes a claw back provision if Next Generation and other McCook Business Park business don't meet the job creation and/or capital investment criteria as outlined in the grant within five years. NDOT could require pay back of the grant on a prorated basis. The McCook Economic Development Board of Directors voted to hold in reserve 1/5 of the grant amount every year for five years in case we do have to repay the grant. The MEDC board also voted to contribute \$39,000 from the McCook Growth Fund for matching funds for the NDOT grant and the City of McCook has committed \$75,000 matching funds for from the city motor vehicle sales tax revenue. We do have three more lots available for sale in the business park and we need to have the improvements to Ravenswood made before they can be sold. The last lot we sold was to Lopez Repair and Service, which has recently opened for business.

MEDC has decided to not allocate more funds for the façade program. We still have a couple pending façade projects.

The MEDC board did approve to allocate \$26,000 of McCook Growth Fund for housing projects and matching funds. The first match is \$20,000 for an innovative housing grant proposal with Cambridge and Benkelman. If awarded, it will create a \$495,000 pool of money to be used between the three

EXHIBIT #4

PAGE(S) - 2

communities for capital to build workforce housing. The second grant match is \$5,000 for partnership with Southwest Nebraska Betterment Corporation for a \$255,000 grant which would provide up to \$20,000 in down payment and closing cost assistance for 10 first time homebuyers. We will pay \$1,000 fee for writing the grant. The State of Nebraska will determine if either grant is awarded later in the year.

The MEDC board voted to sign a one year contract with Retail Strategies for \$30,000 to assist our efforts in recruiting national retail business to McCook.

(4) UPDATE OF REVENUES COLLECTED.

Long reviewed the McCook Growth Fund Loan Status Report and all loans are current.

Long also reviewed the LB840 Program Balances report and Receipt Register and Check Register with the committee.

(5) ECONOMIC DEVELOPMENT DIRECTOR REPORT.

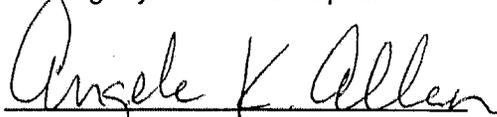
Long explained that the top goals for MEDC are business recruitment with an emphasis on retail, workforce development, housing and the operating of the Keystone Business Center. The state economic development director will be presenting at Rotary tomorrow and he invited everyone to attend.

(6) OPEN DISCUSSION.

Nate said that things are really busy with a couple new subdivisions and road projects in the works.

Andy reported that there were twenty-one applicate for the Hormel Business Plan competition. Fourteen of which took the class and seven will be presenting on Friday.

Meeting adjourned at 1:02 p.m.



Angela Allen, Recording Secretary

**CITY MANAGER'S REPORT
AUGUST 19, 2019 CITY COUNCIL MEETING**

ITEM: 4.A.

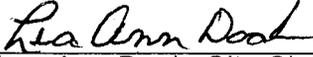
Approve the minutes of the August 5, 2019 regular City Council meeting and the August 12, 2019 special City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 16, 2019

McCook City Council
August 5, 2019
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.

Absent: Councilmember Hepp.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on August 1, 2019, 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. Trevor Smith, McCook Evangelical Free Church, presented the invocation. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Gonzales called the meeting to order.

1. Citizen's Comments.

No one was present for Citizen's Comments.

2. Announcements & Recognitions.

City Manager Schneider reminded the Council of the Budget Workshop scheduled for Monday, August 12, 2019, at 5:30 P.M.

3. Consent Agenda.

Councilmember Calvin requested that Item D 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, Hepp: ABSENT, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.
YEA: 4, NAY: 0, ABSENT: 1

- 3.A. Approve the minutes of the July 15, 2019 regular City Council meeting.
 - 3.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 McCook Municipal Auditorium, 302 West 5th Street, on October 5, 2019 from 12:00 P.M. to 1:00 A.M.
 - 3.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 wedding reception to be held at the Red Willow County Community Building, 1412 West 5th Street, on September 21, 2019 from 12:00 P.M. to 1:00 A.M.
 - 3.E. Approve the St. Patrick Catholic Church request to close portions of East 4th and East "G" Streets and to utilize city property for their Annual Fall Festival on October 12 and 13, 2019.
 - 3.F. Receive the minutes of the May 8, 2019 Library Advisory Board meeting.
 - 3.G. Approve the Supplemental Agreement 001 between the State of Nebraska, Department of Transportation, and the City of McCook to obtain additional State and Federal funding for the contract year beginning July 1, 2018 and ending June 30, 2019.
- 4. Regular Agenda.**

- 3.D. Approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show and the bandshell for entertainment on September 28 and 29, 2019; for the closing of Norris Avenue from "G" Street to "H" Street - after the parade on Saturday until Sunday evening, the 100 block of East "G" Street beginning at 3:00 p.m. on Friday, September 28, 2018 until Sunday evening, the 700 and 800 blocks of East 1st Street, the 100 and 200 blocks of East "H" Street beginning at 5:00 A.M., September 28, 2019 until Sunday evening, the 100 block of West "G" Street from 5:00 A.M. on Saturday, September 28, 2019 until after the parade; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 28, 2019; the use of City Streets around Norris Park from the conclusion of the parade until 4:00 P.M. on Saturday, September 28, 2019 for a car and tractor show.

Councilmember Calvin inquired about the closing of the 800 block of East 1st Street.

Motion to approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show and the bandshell for entertainment on September 28 and 29, 2019; for the closing of Norris Avenue from "G" Street to "H" Street - after the parade on Saturday until Sunday evening, the 100 block of East "G" Street beginning at 3:00 p.m. on Friday, September 28, 2018 until Sunday evening, the 700 and 800 blocks of East 1st Street, the 100 and 200

blocks of East "H" Street beginning at 5:00 A.M., September 28, 2019 until Sunday evening, the 100 block of West "G" Street from 5:00 A.M. on Saturday, September 28, 2019 until after the parade; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 28, 2019; the use of City Streets around Norris Park from the conclusion of the parade until 4:00 P.M. on Saturday, September 28, 2019 for a car and tractor show. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YEA, Hepp: ABSENT, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.

YEA: 4, NAY: 0, ABSENT: 1

- 4.A. Approve the agreement between the Nebraska Department of Health and Human Services contractor MTM for Total Care recipients and the City of McCook for the purpose of providing exempt public transportation, local medical transportation for appointments, and other local transportation.

Motion to approve the agreement between the Nebraska Department of Health and Human Services contractor MTM for Total Care recipients and the City of McCook for the purpose of providing exempt public transportation, local medical transportation for appointments, and other local transportation. This motion, made by Calvin and seconded by Gonzales.

Motion to amend by adding "conditional to Section 9. **Insurance.** be amended by striking "As permitted by State law, Provider shall provide specific notices of cancellation endorsements with "Medical Transportation Management, Inc." as additional insured."." This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Hepp: ABSENT, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.

YEA: 4, NAY: 0, ABSENT: 1

Approve motion on the floor as amended, passed.

Gonzales: YEA, Hepp: ABSENT, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.

YEA: 4, NAY: 0, ABSENT: 1

- 4.B. Council Comments.

Council comments included water issues during the recent power failure; concerns with the water main recently hit by a contractor; that the Public Library is a valuable resource to the community; and the Hot Summers Night event held this past Thursday was well received.

Mayor Gonzales thanked the Ambulance crews for their excellent response to a recent tragedy in his family. Their quick response at the beginning was a tremendous help to the success of his brother-in-laws recovery.

- 4.C. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to collective bargaining - the Fraternal Order of Police Lodge 57.

Motion to go into executive session for the protection of public interest for a strategy session with

respect to collective bargaining - the Fraternal Order of Police Lodge 57 at 5:47 P.M. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YEA, Hepp: ABSENT, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.

YEA: 4, NAY: 0, ABSENT: 1

Mayor Gonzales stated for the record that at this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the purpose of the protection of public interest for a strategy session with respect to collective bargaining - the Fraternal Order of Police Lodge 57. The Council will reconvene in public session following this closed session.

Motion to come out of executive session at 6:21 P.M. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YEA, Hepp: ABSENT, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.

YEA: 4, NAY: 0, ABSENT: 1

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:22 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

McCook City Council
August 12, 2019
5:30 PM Central
Special Meeting

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 Hepp, Calvin, Weedon.

Absent: Councilmember Muehlenkamp, City Attorney Mustion.

City Officials present: City Manager Schneider, City Clerk Doak, Police Chief Brown, Library Director Crocker, Utilities Director Dutcher, Fire Chief Harpham, Senior Services Director Siegfried, Fire Lieutenant Metcalf, Fire Lieutenant Renner, Public Works Supervisor Kalinski, Solid Waste Superintendent Province, and Water Superintendent Fawver.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on August 8, 2019, 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. Review of Proposed FY2019/2020 Annual Budget.

Mayor Gonzales asked for citizen requests or comments regarding the budget.

Phil Lyons requested that repair of the HVAC system at the Library be made a priority, that money for repair of curb and gutter be included in the budget, and suggested that grants be considered to help property owners with the repair of their sidewalks.

Trevor Taylor, representing the McCook Chamber of Commerce, requested that the Council include in the budget \$15,000 for the Chamber to be used as an investment in our community. They could provide documentation of how the funds are spent monthly.

Tasha Blomstedt requested that the HVAC system at the Library be repaired; that a crosswalk be installed at Norris Avenue and "H" to make it safer for children to cross from Norris Park to the Library; to consider revitalization of the swimming pool, such as adding a splash pad; and to

consider expansion of the Walking Trail.

City Manager Schneider reviewed highlights of the presented budget document - because of Leap Year, 27 pay periods instead of the normal 26 fall in the fiscal year making an increase of \$156,000; changing one Police Dispatcher from a 32 hour position to a 40 hour position and one from 20 hours to 32 hours per week; the need for a wage study to be completed; utilizing the \$60,000 Insurance Safety Dividend for a specific project; because of the change in the City's contract with Nebraska Public Power District to monthly payments instead of quarterly an additional \$200,000 to \$250,000 will be generated this which could be used for capital equipment; Capital Outlay items; and the possible use of GO bonds or an increase in sales tax for funding of pool improvements.

Fire Chief Harpham, Fire Lieutenant Metcalf, Fire Lieutenant Renner, Police Chief Brown, Library Director Crocker, Senior Services Director Siegfried, Public Works Supervisor Kalinski, Solid Waste Superintendent Province, Utilities Director Dutcher, and Water Superintendent Fawver reviewed their respective budgets with the Council.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 9:22 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
AUGUST 19, 2019 CITY COUNCIL MEETING**

ITEM: 4.B.

Approve the application for a Special Designated Liquor License submitted by Outlaws 1882 Saloon, Liquor License #IB-118114, for a benefit - outdoor food event to be held in their parking area, 1006 West "B" Street, on September 7, 2019 from 11:00 A.M. to 11:00 P.M.

BACKGROUND:

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

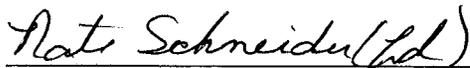
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 15, 2019



Nathan A. Schneider, City Manager

August 15, 2019

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

Outlaws 1882 Saloon
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1006 W B St McCook, NE 69001
Retail Liquor License Address or Non-Profit Business Address

118114
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 9/7/19

Event Start Time(s): 11am

Event End Time(s): 10pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Outlaws Saloon Parking Area

Event Street Address/City: 1006 W B St. McCook, NE 69001

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

Outdoor area to be licensed in length & width: 60 X 200 (Diagram Form #109 must be attached)

Type of Event: Benefit outdoor food Estimate # of attendees: 250

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

Event Contact Name: Shar Laverack Event Contact Phone Number: 605-391-2840

Event Contact Email: clubparadise2016@hotmail.com

*Signature Authorized Representative: Shar Laverack Printed Name Shar Laverack

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)

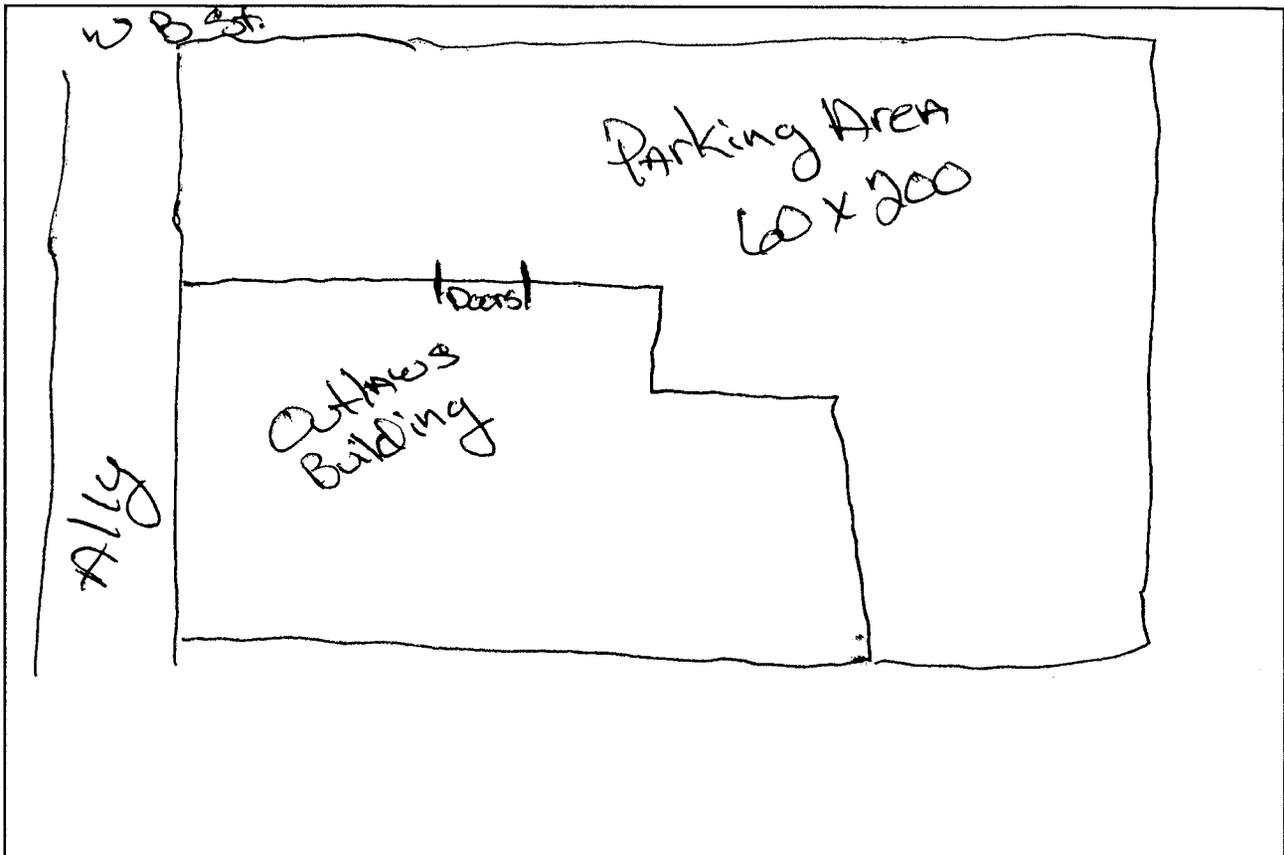
Local Governing Body Authorized Signature Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED STAFF Security team

- 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:



**CITY MANAGER'S REPORT
AUGUST 19, 2019 CITY COUNCIL MEETING**

ITEM: 4.C.

Receive and file the claims for the month of July 2019 as published August 12, 2019.

BACKGROUND:

Claims are presented to the Council and published each month as outline 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

August 15, 2019

CITY OF MCCOOK
CLAIMS FOR JULY 2019

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

20/20 TECH-SC 1599.00; 7-D LOCKSHOP-S 562.00; ACE-S 885.74; ACME PRINTING-S 436.32; ALMENA ST BANK-SC 26,525.78; AMAZON-S 2089.21; AMERICAN AG LAB-SC 1023.70; AMERICAN ELEC-S 531.08; APPLIED CONN TECH-S 50.00; ARROW CAR WASH-SC 74.93; ARROW INTL'-S 1355.00; ATR LIGHTING-S 70.08; AXON ENT.-S 891.00; BARCO MUN.-S 221.74; BIRCH-SC 713.14; BLACK HILLS ENERGY-SC 1469.98; BLUE TO GOLD-S 381.00; BW TELCOM-SC 144.14; C&K-S 586.41; CAMBRIDGE TELE-SC 244.51; CAROLINA SOFTWARE-SC 200.00; CARQUEST-S 1,461.64; CASH WA-S 11,485.84; CENTURY LINK-SC 1,563.88; CITY OF GRAND ISLAND-SC 1,767.00; CITY OF MCCOOK-PS 358,175.04; CITY SELF INS-BT 129,504.00; CITY TRAVEL-SC 25.00; CITY UTILITIES-SC 11,033.09; COMMON SCENTS-S 29.98; CONSOLID. MGMT-SC 45.34; CORNHUSKER CLEANING-S 133.66; CORNHUSKER INT'L-S 69.79; CORNHUSKER ST IND-S 383.00; CROELL-S 3723.76; CULLIGAN WATER-S 212.66; D&L PEST-SC 331.00; D&S-S 984.63; DE NORA WATER TECH-S 849.51; DEMCO-S 296.74; DEVENY-S 480.70; DIAMOND VOGEL-S 2,839.98; EAKES-S 2,105.60; EMS-SC 4,199.48; ENVIRONMENTAL SYSTEMS-SC 250.00; ETS CORP-SC 303.41; EVENTBRITE-SC 500.00; FASTENAL-S 476.90; FICA-SC 18,062.94; F-V COOP-S 45,465.22; FRONTIER COMM-SC 34.19; FYR-TEK-S 1,393.22; GALCO IND-S 399.54; GALE GROUP-S 86.15; GALLS-S 436.72; GARDNER MEDIA-S 68.08; GERHOLD-S 1,845.31; GILLIE POWER EQ-S 81.72; GLASS EXP-S 39.95; GOLDEN WEST-S 288.19; GOOGLE*SVCS-SC 300.00; GRADUATE-SC 729.00; GREAT PLAINS COMM-SC 2,386.88; HAWKINS-S 7,422.65; HAYS COMPANIES-SC 7,500.00; HENNING BROS-SC 59.00; HG KLUG SONS-S 200.00; HIGH PLAINS RADIO-SC 54.00; HOLIDAY INN-SC 143.29; HOMETOWN LEASING-SC 1,319.94; HUSKER ILL-S 64.95; IAFC-SC 290.00; ID CREATOR-S 37.49; IDEAL LINEN-S 318.51; IRS-SC 550.00; IPMA-HR SC-449.35; ISLAND SPRINKLER-S 353.17; J BAR J-SC 41,681.70; JLB-S 64.60; JOHN E REID & ASSOC-SC 1,150.00; JOHN HANCOCK-SC 22,180.29; K & C GRAIN-S 28,477.05; KC MOTOR-S 982.89; KELLY SUPPLY-S 42.50, SC 19.26; KOHL'S-S 891.48; LAKESIDE SAND & GRAVEL- 18,152.82; LNMUN-SC

1,145.00; LIFE-ASSIST-S 342.50; MAILFINANCE-SC 600.00; MARC-S 495.80; M.HARPHAM-S 330.00; MATT FRIEND TRUCK EQ-S 11,547.00, CO 12,590.00; MC GAZETTE-SC 1,101.07 MEDC-SC 39,385.07; MCHUMANE SOC-SC 3,565.27; MCNET-SC 91.40; MPPD-SC 1,051.00; MEAD LUMBER-S 280.26; MEDICARE-PS 4,987.65; MED-TECH RES.SC 201.67; MENARDS-S 189.00; MERCHANT SRVS-SC 170.83; METTLER TOLEDO-S 870.81; MICHAEL TODD & CO-S 280.43; MICROMARKETING-S 3,542.08; MIDLANDS TOX-SC 200.00; MIDWEST CONN-S 71.00; MIDWEST LABS-SC 117.30; MIGHTY DUCTS-S 365.00; MILCO-SC 508.75; MILLER & ASSOC-CO 28,552.50; MIRACLE REC-S 315.00; MMSGs-S 224.23; MOUSEL LAW-SC 10,300.65; MUNICIPAL SUPPLY-S 10,882.14; MUTUAL OF OMAHA-SC 758.54; NASC-SC 95.00; NATIONWIDE-SC 613.00; NATP-SC 50.00; NE DEPT AG-S 60.50; NE ENVIRON-S 150.00; NE DEPT HEALTH LABS-SC 19.00; NE DEPT OF REV-SC 22452.50; NE LIBRARY COMM-S 752.60; NE SAFETY & FIRE-S 377.00; NE MACHINERY-SC 2,778.75; NE TRUCK CTR-S 728.45; NEBRASKALAND; NPPD-SC 38,286.69; NSVFA-SC 607.00; O'REILLY-S 470.86; ONE CALL CONCEPTS-SC 116.79; ORSCHLENS-S 17.99; PAPER TIGER-S 50.00; PARDE ELEC-S 1,080.42; PAYPAL-S 780.00; PETROTEK-SC 11,385.00; PLAINS EQUIP GRP-S 1,833.93; PLATTE VALLEY COMM-S 310.00; PLEASANT VALLEY FISH-S 800.00; PSYCH RES-SC 540.00; QUALITY IRR-S 47.66; QUILL-S 49.97; RAVENSWOOD ELEC-S 629.07; RAY ALLEN MANUF-S 1,207.98; RDJ SPEC-S 363.46; RED WILLOW CO HEALTH-SC 40.00; RWCO TREAS-SC 125.00; REWARD COMM-SC 2,500.00; ROCHESTER MIDLAND-S 287.91; SANDRY FIRE SUPPLY-S 382.10; SCHMICK'S-S 6.27; SW FARM & AUTO-S 1,126.13; SWANSON SIGN-S 140.00; TARGETS ONLINE-S 138.11; THE INFORCER, LLC.-S 190.00; TITAN MACH-S 85.06; TJ'S-SC 60.00; TRI AIR TESTING-SC 195.01; TYLER TECH-SC 16.00; ULINE-S 158.16; UMR-SC 182,876.12; UNITECH-S 550.00; USPS-SC 1,323.76; US FOODS-GI-S 3,093.71; VANDIEST-S 2,033.07; VANGUARD-S 277.41; VERIZON-SC 2,183.31; VISTA PRINT-S 45.77; VK ELECTRONICS-SC 3,225.00; VOLZ-SC 65.77; VOTEX OPTICS-S 455.66; W DESIGN-SC 19,212.42; WAGNER CHEVY-S 59.33; WAGNER FORD-S 401.37; WALMART-S 1,102.16; WEATHERCRAFT-S 330.00; WEBSTER CO SHERIFF-S 3,000.00; WESTSIDE WELDING-S 90.17; WILLIAM WARREN HINRICHS-S 408.00; WPCI-S 59.00; WY EMS CONF-SC 250.00; ZOLL MEDICAL-S 19.68.

-s- Lea Ann Doak

City Clerk

Publish: August 12, 2019

CITY MANAGER'S REPORT
AUGUST 19, 2019 CITY COUNCIL MEETING

ITEM: 4.D.

RECOMMENDATION:

OFFER A CONTRACT TO MYERS CONSTRUCTION, INC. WITH A BID OF \$582,325.71 AS THE LOWEST RESPONSIBLE BIDDER FOR WEST 5TH STREET & EAST 14TH WATER SYSTEM IMPROVEMENTS AND AUTHORIZE THE MAYOR TO EXECUTE THE NECESSARY PAPERWORK TO AWARD THE CONTRACT.

BACKGROUND:

Bids were received and opened on July 25, 2019 in the City Council Chambers. There were two bidders who offered bids for the project. The results of the bids are detailed on the Engineer's recommendation letter provided in ATTACHMENT 1. A list of the contractors that received advertisements and the bid tabulation is also provided with ATTACHMENT 1.

The West 5th Water System Improvements will involve horizontal directional drilling (HDD) approximately 2,500 lineal feet of 16-inch dedicated water main under West 5th Street. Construction utilizing HDD will reduce the amount of street pavement removal and will be less disruptive to traffic along with less water outages for customers along the route. The new main will connect to an existing 16-inch main at West 5th and West 'G' Streets and extend north to the West 5th Booster Station near the intersection of West 5th and 'M' Streets.

The Booster Station pumps water from the low-pressure side of the distribution system to the West Water Tower. In turn water from the West Tower supplies the high-pressure side of the distribution system. The high-pressure side of the system includes most of west McCook, an area about one and a half square miles in size (roughly 960 acres).

Commercial and residential growth on the west side in the last few years has seen the demand on the west tower increase. The Booster Station is equipped with three pumps, each pump is capable of pumping 1,000 gpm individually. Currently the pumps are supplied with a 12-inch main. This main also supplies customers along West 5th Street. When demand is high requiring more than one pump at the booster station to run, pressure in the 12-inch main at the booster station will drop below 20 psi. NDHHS Regulations require the system to maintain a minimum of 20 psi throughout the system. As the high-pressure side continues to grow, the 16" line from the old ground storage tank to West 5th and West 'G' will eventually also need to be increased in size to meet future needs.

Adding the new dedicated 16-inch main will accomplish two goals. The Booster Station will receive a greater supply of water allow more that 1 pump to run. This allows the station to better meet the demand during peek periods without seeing the lower pressures of the past. Second by reducing demand on the 12-inch main customers connected to the 12-inch main should see a more stable supply.

The proposed East 14th Water System Improvements consists of the replacement of approximately 200 L.F. of 10" Water Main, 350 L.F. of 8" Water Main, and the addition of 1,000

L.F. of 6" Water Main. It also includes the replacement of 4 service line connections, one fire hydrant replacement, and 8 valves.

The East 14th project is a reallocation of funds originally budgeted for water main replacement in South McCook. Over the last several years the South McCook Project has seen new main installed on South 9th, South 8th, parts of South 2nd and South 3rd. This years work would have seen main replaced on South 7th and the rest of South 2nd.

While the South McCook Project is important, it is not as pressing as the East 14th project. Previously completed work in South McCook allows water operators to shut off the mains in the area if a leak does occur. While on the other hand the East 14th main has seen 3 leaks on the 10-inch line, with valves in the area not working, it is hard and dangerous to make repairs. It also cause longer disruptions in service to both commercial and residential customers in the area.

The East 14th project will also loop dead end mains on East 12th and Gemini into the new main. This helps reduce water hammer, stagnant water and stable pressure in the area

The project has a 60-day construction period, after notice to proceed, with the completion date to be provided by the contractor. The Contractor specified June 30, 2020 as the anticipated completion date within his bid.

FISCAL IMPACT:

2018-2019 Annual Budget, Water Capital Replacement 70-53-56030, West 5th Transmission Main and East 14th C St to D St Main (reallocated from South McCook Main Replacement) Water Revenues user fees. \$405,000 West 5th St, \$150,000 East 14th carried forward to 19-20.

2019-2020 Annual Budget Water Capital Replacement 70-053-56030

West 5 th Water Main	\$443,999
West 14 th – C St to D St to Gemini	\$171,826
Total	\$615,828

2018-2019 Funds:	\$555,000
2019-2020 Funds:	\$ 60,828
Total	\$615,828 for 70-053-56030 19/20 budget

RECOMMENDATION:

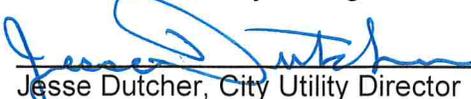
OFFER A CONTRACT TO MYERS CONSTRUCTION, INC. WITH A BID OF \$582,325.71 AS THE LOWEST RESPONSIBLE BIDDER FOR WEST 5TH STREET & EAST 14TH WATER SYSTEM IMPROVEMENTS AND AUTHORIZE THE MAYOR TO EXECUTE THE NECESSARY PAPERWORK TO AWARD THE CONTRACT.

APPROVALS:



David K. Blau, Project Engineer

Date: 8/15/2019



Jesse Dutcher, City Utility Director

Date: 8-15-19



Nate Schneider, City Manager

Date: 8-15-19

ATTACHMENT 1



Miller & Associates
CONSULTING ENGINEERS, P.C.

109 East 2nd McCook, NE 69001-3719

Tel: 308-345-3710
Fax: 308-345-7370
www.miller-engineers.com

August 12, 2019
Kearney, Nebraska

Mayor and City Council
City of McCook
P.O. Box 1059
505 West "C" Street
McCook, NE 69001

Re: West 5th & East 14th Water System Improvements
Project No. 200-C1-021-19

Dear Council Members:

On July 25th at 2:00 PM, two (2) bids were received, publicly opened, and read aloud at City Hall. Attached is a bid tabulation sheet. The bid is summarized below:

BIDDERS	TOTAL BID
Myers Construction, Inc., Broken Bow, NE	\$582,325.71
BSB Construction, Inc., Curtis, NE	\$733,588.00

All proposals have been reviewed and no errors were noted. The apparent low bidder indicated his completion date for this contract is June 30, 2020

The Engineer's Opinion of Probable Construction Cost was \$453,070. The low bid from Myers Construction, Inc. is 28% above the Engineer's Opinion of Probable Construction Cost. Advertisements for Bids were transmitted to the attached list of Contractors and suppliers in the area. Plan houses were also sent full sets of documents for their publication/advertising.

If your budget allows, it is recommended the bids be accepted and the contract awarded to Myers Construction, Inc. in the amount of \$582,325.71 and authorization given to your authorized representative to execute agreements.

Respectfully submitted,
MILLER & ASSOCIATES
CONSULTING ENGINEERS, P.C.


David K. Blau, P.E.

DKB/jh

Enclosures

ATTACHMENT 1

MILLER & ASSOCIATES
Consulting Engineers, P.C.

BID TABULATION

Date Opened: July 25, 2019				1		2	
at 2:00 PM (Local Time)				Myers Construction, Inc Broken Bow, NE		BSB Construction, Inc. Curtis, NE	
Project Name: West 5th & East 14th Water System Improvements							
Project Location: McCook, Nebraska							
Project Number: 200-C1-021				Total Bid \$ 582,325.71		Total Bid \$ 733,588.00	
Addendums Issued: 0							
Bid Guarantee (type and amount)				5% Bid Bond		5% Bid Bond	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
WEST 5TH IMPROVEMENTS							
1	Mobilization	1	L.S.		\$ 50,000.00		\$ 39,250.00
2	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place						
	a. 6" Diameter C900 DR 18	10	L.F.	\$ 39.98	\$ 399.80	\$ 71.00	\$ 710.00
	b. 12" Diameter C900 DR 18	10	L.F.	\$ 59.20	\$ 592.00	\$ 97.00	\$ 970.00
	c. 16" Diameter C900 DR 18	10	L.F.	\$ 90.10	\$ 901.00	\$ 142.00	\$ 1,420.00
3	Furnish & Install Horizontal Directional Drill Water Main w/Tracer Wire, Complete in Place						
	a. 16" Diameter	2360	L.F.	\$ 119.34	\$281,642.40	\$ 202.85	\$ 478,726.00
4	Furnish & Install 5 1/2 Ft. Bury Fire Hydrant	1	Each	\$ 3,221.45	\$ 3,221.45	\$ 3,040.00	\$ 3,040.00
5	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place						
	a. 16" 45 Degree Bend (Restrained)	1	Each	\$ 2,314.40	\$ 2,314.40	\$ 1,545.00	\$ 1,545.00
	b. 16" 90 Degree Bend (Restrained)	1	Each	\$ 2,727.04	\$ 2,727.04	\$ 1,725.00	\$ 1,725.00
	c. 16" x 12" Tee	1	Each	\$ 3,073.39	\$ 3,073.39	\$ 1,465.00	\$ 1,465.00
	d. 16" M.J. Plug	1	Each	\$ 744.77	\$ 744.77	\$ 1,250.00	\$ 1,250.00
6	Furnish & Install Valves and Boxes, Complete in Place						
	a. 6" Diameter	1	Each	\$ 1,194.92	\$ 1,194.92	\$ 1,135.00	\$ 1,135.00
	b. 16" Diameter	1	Each	\$ 9,129.82	\$ 9,129.82	\$ 7,450.00	\$ 7,450.00
7	Furnish & Install 6" Diameter Line-Stop	1	Each	\$ 9,000.00	\$ 9,000.00	\$ 3,975.00	\$ 3,975.00
8	Furnish & Install Tapping Tee w/Valve						
	a. 12"x12" Diameter	1	Each	\$ 7,807.01	\$ 7,807.01	\$ 6,200.00	\$ 6,200.00
	b. 16"x16" Diameter	1	Each	\$ 19,253.20	\$ 19,253.20	\$ 18,645.00	\$ 18,645.00
9	Install & Remove 16" Temporary Flushing Assembly	1	L.S.		\$ 2,973.54		\$ 3,990.00
10	Remove and Replace Concrete Pavement, Complete In Place						
	a. 6" Thick	250	S.Y.	\$ 80.50	\$ 20,125.00	\$ 66.30	\$ 16,575.00
11	Remove & Replace Curb & Gutter	10	L.F.	\$ 39.90	\$ 399.00	\$ 207.00	\$ 2,070.00
12	Construction Staking	1	L.S.		\$ 2,000.40		\$ 1,500.00
SUBTOTAL WEST 5TH WATER SYSTEM IMPROVEMENTS					\$417,499.14		\$ 591,641.00

ATTACHMENT 1

MILLER & ASSOCIATES
Consulting Engineers, P.C.

BID TABULATION

				1 Myers Construction, Inc Broken Bow, NE		2 BSB Construction, Inc. Curtis, NE	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
EAST 1TH & D STREET WATER SYSTEM IMPROVEMENT							
13	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place						
	a. 6" Diameter C900 DR 18	680	L.F.	\$ 43.12	\$ 29,321.60	\$ 28.00	\$ 19,040.00
	b. 8" Diameter C900 DR 18	360	L.F.	\$ 48.38	\$ 17,416.80	\$ 32.00	\$ 11,520.00
	c. 10" Diameter C900 DR 18	220	L.F.	\$ 51.00	\$ 11,220.00	\$ 38.40	\$ 8,448.00
14	Furnish & Install 5 1/2 Ft. Bury Fire Hydrant	1	Each	\$ 3,600.44	\$ 3,600.44	\$ 3,250.00	\$ 3,250.00
15	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place						
	a. 6" 45 Degree Bend	1	Each	\$ 529.67	\$ 529.67	\$ 385.00	\$ 385.00
	b. 6"x6" Tee	2	Each	\$ 918.56	\$ 1,837.12	\$ 390.00	\$ 780.00
	c. 8"x6" Cross	1	Each	\$ 1,232.27	\$ 1,232.27	\$ 455.00	\$ 455.00
	d. 8"x6" Reducer	1	Each	\$ 430.36	\$ 430.36	\$ 415.00	\$ 415.00
	e. 8" 90 Degree Bend	1	Each	\$ 653.18	\$ 653.18	\$ 505.00	\$ 505.00
	f. 8"x8" Tee	1	Each	\$ 870.50	\$ 870.50	\$ 545.00	\$ 545.00
	g. 6" M.J. Plug	1	Each	\$ 173.65	\$ 173.65	\$ 385.00	\$ 385.00
	h. 10"x8" Reducer	1	Each	\$ 651.66	\$ 651.66	\$ 465.00	\$ 465.00
	i. 10" 22 1/2 Degree Bend	2	Each	\$ 847.84	\$ 1,695.68	\$ 555.00	\$ 1,110.00
	j. 10" 45 Degree Bend	2	Each	\$ 874.58	\$ 1,749.16	\$ 565.00	\$ 1,130.00
	k. 10"x10" Tee	1	Each	\$ 1,372.09	\$ 1,372.09	\$ 790.00	\$ 790.00
16	Furnish & Install Valves and Boxes, Complete in Place						
	a. 6" Diameter	3	Each	\$ 1,272.85	\$ 3,818.55	\$ 1,170.00	\$ 3,510.00
	b. 8" Diameter	2	Each	\$ 2,029.40	\$ 4,058.80	\$ 1,500.00	\$ 3,000.00
	c. 10" Diameter	2	Each	\$ 3,027.84	\$ 6,055.68	\$ 2,100.00	\$ 4,200.00
17	Furnish & Install Insert Valve, Complete in Place						
	a. 8" Diameter	1	Each	\$ 11,970.00	\$ 11,970.00	\$ 11,265.00	\$ 11,265.00
18	Furnish & Install Connections, Complete in Place						
	a. 6" Diameter	2	Each	\$ 643.36	\$ 1,286.72	\$ 640.00	\$ 1,280.00
	b. 8" Diameter	1	Each	\$ 734.36	\$ 734.36	\$ 700.00	\$ 700.00
	c. 10" Diameter	2	Each	\$ 907.91	\$ 1,815.82	\$ 775.00	\$ 1,550.00
19	Furnish & Install Standard Service Connection w/ 1" Service Line and Tracer Wire	4	Each	\$ 3,644.45	\$ 14,577.80	\$ 2,400.00	\$ 9,600.00
20	Furnish & Apply Seeding, Mulching & Fertilizer, as specified on Drawings	0.3	Acre	\$ 3,960.00	\$ 1,188.00	\$ 2,130.00	\$ 639.00
21	Remove and Replace Concrete Pavement, Complete In Place						
	a. 6" Thick	200	S.Y.	\$ 71.75	\$ 14,350.00	\$ 128.00	\$ 25,600.00
22	Remove & Replace Curb & Gutter	60	L.F.	\$ 36.00	\$ 2,160.00	\$ 90.00	\$ 5,400.00
23	Crushed Rock	10	Tons	\$ 60.00	\$ 600.00	\$ 126.00	\$ 1,260.00
24	Construction Staking	1	L.S.	\$ 2,000.40	\$ 2,000.40	\$ 2,000.00	\$ 2,000.00
SUBTOTAL EAST 14TH & D STREET WATER SYSTEM IMPROVEMENTS					\$137,370.31		\$ 119,227.00

ATTACHMENT 1

MILLER & ASSOCIATES
Consulting Engineers, P.C.

BID TABULATION

				1 Myers Construction, Inc Broken Bow, NE		2 BSB Construction, Inc. Curtis, NE	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
GEMINI COURT WATER SYSTEM IMPROVEMENTS							
25	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place a. 6" Diameter C900 DR 18	200	L.F.	\$ 43.12	\$ 8,624.00	\$ 25.50	\$ 5,100.00
26	Furnish & Install Horizontal Directional Drill Water Main w/Tracer Wire, Complete in Place a. 6" Diameter	200	L.F.	\$ 49.06	\$ 9,812.00	\$ 31.00	\$ 6,200.00
27	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place a. 6" 90 Degree Bend	1	Each	\$ 481.80	\$ 481.80	\$ 455.00	\$ 455.00
28	Furnish & Install Valves and Boxes, Complete in Place a. 6" Diameter	1	Each	\$ 1,288.43	\$ 1,288.43	\$ 1,155.00	\$ 1,155.00
29	Furnish & Install Tapping Tee w/Valve a. 6" x 6" Diameter	1	Each	\$ 2,158.13	\$ 2,158.13	\$ 3,110.00	\$ 3,110.00
30	Furnish & Apply Seeding, Mulching & Fertilizer, as specified on Drawings	0.1	Acre	\$ 4,080.00	\$ 408.00	\$ 5,570.00	\$ 557.00
31	Remove and Replace Concrete Pavement, Complete In Place a. 6" Thick	25	S.Y.	\$ 79.98	\$ 1,999.50	\$ 128.00	\$ 3,200.00
32	Gravel Surfacing	3	Tons	\$ 28.00	\$ 84.00	\$ 61.00	\$ 183.00
33	Crushed Rock	10	Tons	\$ 60.00	\$ 600.00	\$ 126.00	\$ 1,260.00
34	Construction Staking	1	L.S.		\$ 2,000.40		\$ 1,500.00
SUBTOTAL GEMINI COURT WATER SYSTEM IMPROVEMENTS					\$ 27,456.26		\$ 22,720.00
TOTAL BID					\$582,325.71		\$ 733,588.00

ATTACHMENT 1

ADVERTISEMENTS FOR BIDS	
Project No.	200-C1-021-19
Project Name:	WEST 5 TH & EAST 14 TH WATER SYSTEM IMPROVEMENTS
Date Mailed:	07/02/19

ALL PROJECTS TO:

Bid Ocean
P.O. Box 40445
Grand Junction, CO 81504

email to
dodge.bidding@construction.com

email to
cnps@nebsafe.com

BSB Construction, Inc.
209 East 2nd Street
Curtis, NE 69025

Horizontal Boring & Tunneling
505 South River
Exeter, NE 68351

Interstate Irrigation
P.O. Box 147
5643 East Highway 34
Yuma, CO 80759

Midlands Contracting, Inc.
P.O. Box 1065
Kearney, NE 68848

Myers Construction Company
79849 Hwy. 2
Broken Bow, NE 68822

Underground Solutions, Inc.
74872 Road 421
Eustis, NE 69028

Van Kirk Bros. Contracting
P.O. Box 585
1200 West Ash
Sutton, NE 68979

**CITY MANAGER'S REPORT
AUGUST 19, 2019 MCCOOK CITY COUNCIL MEETING**

ITEM **4.E.** Approve a Lease of Tower Space and a Lease of Rack Space between the City of McCook and McCook Public Power District.

BACKGROUND:

The City of McCook leases tower space from the McCook Public Power District for the purpose of locating a public safety telecommunication antenna and rack space. The current leases are set to expire and new lease agreements are necessary. The term of the new leases will be for a period of 20 years, commencing on September 1, 2019, with the potential for an additional 20 year period to be added after the termination date of September 1, 2039. There would be no lease payment required due to the fact the antenna and rack space will be used for public safety telecommunication purposes. Should rent become necessary, McCook Public Power District will have the right to require a reasonable fee. The City of McCook will be required to pay the associated electrical costs with this lease. Further, the City of McCook will be responsible for carrying the appropriate insurance.

A copy of the leases are attached to this report for review.

APPROVALS:



Nathan A. Schneider, City Manager

August 15, 2019



Lea Ann Doak, City Clerk

August 15, 2019

LEASE OF TOWER SPACE

This agreement by and between McCook Public Power District at 1510 North Hwy 83, McCook, NE, hereinafter referred to as the LESSOR, and City of McCook at P.O. Box 1059 McCook, NE 69001 (address) hereinafter referred to as the LESSEE, governs rental of space on and use of the tower and building of the LESSOR by the LESSEE.

In consideration of the promises, conditions, covenants, and reservations of rent stated in this lease, and in consideration of the mutual detriments to be sustained by each party in the performance of this lease, the parties agree as follows:

1. **TERM OF LEASE:** The Term of the Lease shall be for a period of Twenty (20) years, commencing on the 1st Day of September, 2019, terminating on September 1st, 2039. Unless previously cancelled or amended, this lease will automatically renew for additional Twenty (20) year period. Either party can terminate this agreement with written notice to the other party by providing a minimum of 90 days' notice prior to the expiration of the Twenty (20) year period. Lessor has the option to immediately cancel this lease without notice in case the tower may be damaged beyond reasonable restoration.

2. **LEASEHOLD:** The LESSEE shall have sufficient space as determined by mutual agreement of the parties on the tower of the LESSOR for equipment and permit the LESSEE to attach, use and maintain up to 1 (number) antennas on the Communication Towers of the LESSOR with sufficient space and height as determined by mutual agreement of both parties.

The towers of the LESSOR are located: See Exhibit A
Antenna approximate location on towers: See Exhibit A

If additional space or height is required by LESSEE during the term of the lease, LESSOR may allow the additional space without the need for a new Lease Agreement, and Exhibit A may be amended to reflect the additional space. Such additional space shall be charged in accordance with LESSOR's then-existing rate structure. Said lease for the additional space shall continue through the term of the original lease and shall be subject to all the terms and conditions of this Lease agreement.

3. **CONSIDERATION:** LESSEE shall pay to LESSOR the amount of \$ 0.00 (Zero Dollars) per month. Billing will be done one (1) month in advance and due on the 1st day of the month. LESSEE reserves the right to prepay on a semi-annual or annual basis. Cash will be received at and checks to be made payable to: McCook Public Power District whose business address is P.O. Box 1147, McCook, NE 69001. However, every year or upon renewal, Lessor shall have the right to reasonably adjust the monthly fee to account for inflation, not to exceed a 10% increase for each year period of the Twenty (20) year term, unless an additional price increase is agreed to by LESSEE. In addition, LESSEE shall also enter into a Lease of Rack Space agreement with LESSOR covering the same term of this agreement.

4. **ANTENNA HEIGHT RESTRICTION:** Any antenna mounting point of any LESSEE shall not exceed a vertical height above ground level of Three Hundred (300) Feet and overall height to the top of Antenna of Three Hundred Ten (310) Feet above ground level.

5. **INTERFERENCE WITH LESSOR'S EQUIPMENT:** The installation, use, and maintenance of the equipment or operations of the LESSEE shall in no way interfere with the equipment or operations of the LESSOR or other equipment on said tower. In the event of such interference, the LESSEE shall take whatever action is necessary to eliminate and abate all such interference within twenty-four (24) hours after notification from the LESSOR. In the event that such interference is not eliminated or abated within twenty-four (24) hours, the LESSOR shall have the right, at the expense of the LESSEE who shall immediately reimburse and indemnify the LESSOR for any expenses incurred, to eliminate or abate such interference by any means necessary, including, without way of limitation, shutting down or disconnecting the equipment of the LESSEE.

6. INDEMNIFICATION OF THE LESSOR: The LESSEE shall indemnify and hold harmless the LESSOR against all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, incurred by the LESSOR from personal injury or property damage, including claims resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents. The LESSOR will provide the LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of the LESSOR to provide any such notice, or to provide it promptly, shall not relieve the LESSEE from its indemnification obligation in respect of such claim, except to the extent the LESSEE can establish actual prejudice and direct damages as a result thereof. The LESSOR will cooperate appropriately with the LESSEE in connection with the LESSEE'S defense of such claim. The LESSEE shall defend LESSOR, at the LESSOR'S request, against any claim with counsel reasonably satisfactory to the LESSOR. The LESSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR.

7. CARE OF PROPERTY: The LESSEE, at its own expense, shall be exclusively responsible for the maintenance of its equipment.

8. SECURITY: In order for the LESSOR to maintain a secure environment all keys to the LESSOR buildings, gates, etc. will be issued to the LESSEE by the LESSOR. Upon entry onto the LESSOR'S premises, any LESSEE or their contracted maintenance providers are required to sign in and out on the log sheet posted inside the LESSOR buildings. The LESSEE shall provide the LESSOR a list of all personal or contracted maintenance providers that shall have access to the LESSOR property, and notify LESSOR immediately of any changes to said list.

9. INSTALLATION OF EQUIPMENT: The LESSEE shall supervise and control all installation of equipment on tower and in building. LESSEE shall bear all costs of installation. The LESSEE shall provide LESSOR with forty-eight (48) hours' notice for any normal maintenance or installation of equipment in the buildings or tower of the LESSOR.

10. ACCESS TO EQUIPMENT: From time to time LESSEE will need access to its equipment. LESSOR agrees to allow this access.

11. RISK OF LOSS OR DAMAGE: Risk of loss to the equipment of the LESSEE shall be at all times on the LESSEE.

12. INSURANCE: LESSEE shall, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction of property in any one occurrence. This Insurance shall list the LESSOR as an additional insured on the face of the current certificate. This certificate shall be provided annually to the LESSOR.

13. HOLD HARMLESS: LESSEE agrees that LESSEE shall keep and hold LESSOR harmless from any and all liability arising out of or in connection with or in any way related to LESSEE'S use of LESSOR'S premises, as hereinbefore described. LESSOR requires of LESSEE a certificate of insurance evidencing liability insurance insuring LESSEE'S liability in the amount listed in ARTICLE 12 of this contract.

14. TAXES: The LESSEE shall pay all property taxes, whether real or personal, assessed and levied on its property on the leased premises.

15. ELECTRICAL POWER: LESSEE shall pay for the cost of all electrical power necessary to operate the equipment of the LESSEE located on the leased premises.

16. REMOVAL OF EQUIPMENT: On termination of this lease, the LESSEE shall remove its equipment from the leased premises, promising to repair any damages done to the property of the LESSOR in the course of said removal and shall restore the leased premises to its original condition. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer

payment term, until the removal of the equipment is completed. If LESSEE has not removed its equipment within thirty (30) days following the termination of the lease, LESSOR shall be entitled to remove the equipment and LESSEE shall pay LESSOR's costs of removal.

17. DEFAULT. It is a "Default" if either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice.

18. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may cancel this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the State of Nebraska.

19. CANCELLATION: Either party may cancel this lease by notifying the other in writing, at least 30 days prior to cancellation.

20. TERMINATION: In addition to termination at the expiration of the Twenty (20) year term as discussed in Paragraph 1, either party may terminate this agreement at any time, with or without cause, by notifying the other in writing, at least ninety (90) days prior to termination.

21. CHOICE OF LAW: This lease shall be construed and interpreted according to the laws of the State of Nebraska.

22. SEVERABILITY: If any promise, condition, or covenant of this lease shall be declared invalid by any competent tribunal having jurisdiction, then the remaining promises, conditions, and covenants of this lease agreement shall be unaffected and shall be in full force and effect.

23. NOTICES: Any communications between the parties shall be given or made by mailing the same to LESSEE City of McCook at P.O. Box 1059 McCook, NE 69001 (address), or the McCook Public Power District at P.O. Box 1147, McCook, NE 69001 (308)345-2500, or to such other addresses as either party may subsequently designate in writing.

24. AMENDMENTS: To be effective, any change, amendment, or supplementation to this agreement shall be reduced to writing and executed by the parties.

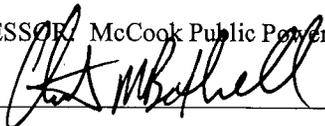
25. PRIOR AGREEMENTS: The execution of this lease agreement shall revoke and/or supersede any prior agreements between the parties with regard to lease of tower space.

26. BINDING EFFECT: This lease agreement shall benefit and bind the parties and their respective heirs, devisees, personal representatives, assignees, delegates, or successors.

27. ENTIRE AGREEMENT: The promises, conditions and covenants contained in this lease agreement constitute the entire agreement between the parties concerning the subject matter of this agreement and supersede any previous agreements, whether written or oral, between the parties concerning the subject matter of this agreement.

This "Lease of Tower Space" is executed by the parties in duplicate originals the 1st day of September, 2019.

LESSOR: McCook Public Power District



By: Clint Bethell, General Manager

Date July 22 2019

LESSEE: City of McCook

By: _____

Date _____

Exhibit A

Tower Legend

MCKT McCook Tower N 40.212691° W -100.652544°

Antenna Type	Location	Approx. Height	Qty.	Tower Site
20' Omni	SE Leg	210'	1	MCKT

LESSEE CONTACT INFORMATION

NAME _____

ADDRESS _____

PHONE _____

NAME _____

ADDRESS _____

PHONE _____

LEASE OF RACK SPACE

This agreement by and between McCook Public Power District at 1510 North Hwy 83, McCook, NE, hereinafter referred to as the LESSOR, and City of McCook at P.O. BOX 1059 McCook, NE 69001 (address) hereinafter referred to as the LESSEE, governs rental of rack space in the tower and building of the LESSOR by the LESSEE.

In consideration of the promises, conditions, covenants, and reservations of rent stated in this lease, and in consideration of the mutual detriments to be sustained by each party in the performance of this lease, the parties agree as follows:

1. **TERM OF LEASE:** The Term of the Lease shall be for a period of Twenty (20) years, commencing on the 1st Day of September, 2019, terminating on September 1st, 2039. Unless previously cancelled or amended, this lease will automatically renew for additional Twenty (20) year period. Either party can terminate this agreement with written notice to the other party by providing a minimum of 90 days' notice prior to the expiration of the Twenty (20) year period. Lessor has the option to immediately cancel this lease without notice in case the building may be damaged beyond reasonable restoration.

2. **LEASEHOLD:** The LESSEE agrees to lease 5 (number) racks for installation of equipment in the building of LESSOR. If additional rack space is required by LESSEE during the term of this lease, LESSOR may allow the additional rack space without the need for a new Lease Agreement by attaching Exhibit A reflecting the new amount of space. Such additional space shall be charged in accordance with LESSOR's then-existing rate structure. Said lease for the additional space shall continue through the term of the original lease and shall be subject to all the terms and conditions of this Lease agreement.

The building of the LESSOR is located:

Approximately: Latitude: N40 12' 46" Longitude: W100 39' 9" In Red Willow County Nebraska.

OR

Physical Location: 1510 North Hwy 83 or 39386 Drive 316 McCook, NE 69001

3. **CONSIDERATION:** LESSEE shall pay to LESSOR the amount of \$ 0.00 (Zero Dollars and Zero Cents) per Rack Unit per month (One Rack Unit is 1 ¾ inches). Billing will be done 1 month in advance and due on the 1st day of the month. Cash will be received at and checks to be made payable to: McCook Public Power District whose business address is P.O. Box 1147, McCook, NE 69001. However, every year or upon renewal, Lessor shall have the right to reasonably adjust the monthly fee to account for inflation, not to exceed a 10% increase for each year period of the Twenty (20) year term, unless an additional price increase is agreed to by LESSEE.

5 Rack units @ \$ 0.00 ea. = \$ 0.00 per month

4. **INDEMNIFICATION OF THE LESSOR:** The LESSEE shall indemnify and hold harmless the LESSOR against all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, incurred by the LESSOR from personal injury or property damage, including claims resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents. The LESSOR will provide the LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of the LESSOR to provide any such notice, or to provide it promptly, shall not relieve the LESSEE from its indemnification obligation in respect of such claim, except to the extent the LESSEE can establish actual prejudice and direct damages as a result thereof. The LESSOR will cooperate appropriately with the LESSEE in connection with the LESSEE'S defense of such claim. The LESSEE shall defend LESSOR, at the LESSOR'S request, against any claim with counsel reasonably satisfactory to the LESSOR. The LESSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR.

5. CARE OF PROPERTY: The LESSEE, at its own expense, shall be exclusively responsible for the maintenance of its equipment.

6. SECURITY: In order for the LESSOR to maintain a secure environment all keys to the LESSOR buildings, gates, etc. will be issued to the LESSEE by the LESSOR. Upon entry onto the LESSOR'S premises, any LESSEE or their contracted maintenance providers are required to sign in and out on the log sheet posted inside the LESSOR buildings. The LESSEE shall provide the LESSOR a list of all personal or contracted maintenance providers that shall have access to the LESSOR property, and notify LESSOR immediately of any changes to said list.

7. INSTALLATION OF EQUIPMENT: The LESSEE shall supervise and control all installation of equipment on tower and in building. LESSEE shall bear all costs of installation. The LESSEE shall provide LESSOR with forty-eight (48) hours' notice for any normal maintenance or installation of equipment in the buildings or tower of the LESSOR.

8. ACCESS TO EQUIPMENT: From time to time LESSEE will need access to its equipment. LESSOR agrees to allow this access.

9. RISK OF LOSS OR DAMAGE: Risk of loss to the equipment of the LESSEE shall be at all times on the LESSEE.

10. INSURANCE: LESSEE shall, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction of property in any one occurrence. This Insurance shall list the LESSOR as an additional insured on the face of the current certificate. This certificate shall be provided annually to the LESSOR.

11. HOLD HARMLESS: LESSEE agrees that LESSEE shall keep and hold LESSOR harmless from any and all liability arising out of or in connection with or in any way related to LESSEE'S use of LESSOR'S premises, as hereinbefore described. LESSOR requires of LESSEE a certificate of insurance evidencing liability insurance insuring LESSEE'S liability in the amount listed in Paragraph 10 of this contract.

12. TAXES: The LESSEE shall pay all property taxes, whether real or personal, assessed and levied on its property on the leased premises.

13. ELECTRICAL POWER: Lessee shall pay for the cost of all electrical power necessary to operate the equipment of the LESSEE located on the leased premises. Estimated costs of electrical power will be provided by LESSOR and is due with the rent payment. Any rate increases related to electric power will be passed on to the Lessee the date the new rate is effective.

14. REMOVAL OF EQUIPMENT: On termination of this lease, the LESSEE shall remove its equipment from the leased premises, promising to repair any damages done to the property of the LESSOR in the course of said removal and shall restore the leased premises to its original condition. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the equipment is completed. If LESSEE has not removed its equipment within thirty (30) days following the termination of the lease, LESSOR shall be entitled to remove the equipment and LESSEE shall pay LESSOR'S costs of removal.

15. DEFAULT. It is a "Default" if either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice.

16. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may cancel this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the State of Nebraska.

17. CANCELLATION: Either party may cancel this lease by notifying the other in writing, at least thirty (30) days prior to cancellation.

18. TERMINATION: In addition to termination at the expiration of the five-year term as discussed in Paragraph 1, either party may terminate this agreement at any time, with or without cause, by notifying the other in writing, at least ninety (90) days prior to termination.

19. CHOICE OF LAW: This lease shall be construed and interpreted according to the laws of the State of Nebraska.

20. SEVERABILITY: If any promise, condition, or covenant of this lease shall be declared invalid by any competent tribunal having jurisdiction, then the remaining promises, conditions, and covenants of this lease agreement shall be unaffected and shall be in full force and effect.

21. NOTICES: Any communications between the parties shall be given or made by mailing the same to LESSEE at _____ P.O. BOX 1059 McCook, NE 69001 _____, or to LESSOR at McCook Public Power District, P.O. Box 1147, McCook, NE 69001, or to such other addresses as either party may subsequently designate in writing.

22. AMENDMENTS: To be effective, any change, amendment, or supplementation to this agreement shall be reduced to writing and executed by the parties.

23. PRIOR AGREEMENTS: The execution of this lease agreement shall revoke and/or supersede any prior agreements between the parties with regard to lease of tower space.

24. BINDING EFFECT: This lease agreement shall benefit and bind the parties and their respective heirs, devisees, personal representatives, assignees, delegates, or successors.

25. ENTIRE AGREEMENT: The promises, conditions and covenants contained in this lease agreement constitute the entire agreement between the parties concerning the subject matter of this agreement and supersede any previous agreements, whether written or oral, between the parties concerning the subject matter of this agreement.

This "Lease of Rack Space" is executed by the parties in duplicate originals the 1st day of September, 2019.

LESSOR: McCook Public Power District

LESSEE: City of McCook



By: Clint Bethell, General Manager

By: _____

Date: July 27 2019

Date: _____

LESSEE CONTACT INFORMATION

NAME _____

ADDRESS _____

PHONE _____

NAME _____

ADDRESS _____

PHONE _____

**CITY MANAGER'S REPORT
AUGUST 19, 2019 CITY COUNCIL MEETING**

ITEM: **4.F.**

RECOMMENDATION:

Ratify the Mayor's appointment to the:

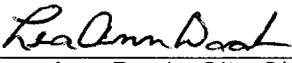
- Parks Advisory Board - appoint Caitlin Whitehead to replace Elizabeth Yilk - term expires May 2021

BACKGROUND:

The Mayor has contacted the appointee and she is willing to serve on this various boards.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 16, 2019

PARKS ADVISORY BOARD

CAITLIN WHITEHEAD (720)448-0797 (C)
712 Norris Avenue
Appointed - August 2019 Replaced Elizabeth Yilk
Term Expires - May 2021
caitlin.whitehead1@gmail.com

HARRY SUGHROUE (Vice-Chair) 737-7385 (C)
910 West 4th Street
Appointed - October 2005 Replaced Richard Stull
Reappointed - September 2018
Term Expires - May 2021
harry.sughroue@gmail.com

BILL LARINGTON* 345-5243 (W)
1004 East 2nd 737-8827 (C)
Appointed - September 2013 Replaced Tracy Loker
Reappointed - April 2017
Term Expires - May 2019
bill.larington@live.com

MARK FRIEHE 340-5710 (C)
Frenchman Valley Coop 345-1826 (H)
PO Box 760 345-4060 (O)
Appointed - June 1996
Reappointed - April 2017
Term Expires - May 2020
mfriehe@fvcoop.com

TOM LENTZ 345-1808 (H)
805 West "R" Street 737-6391 (C)
Appointed - October 2008
Reappointed - April 2017
Term Expires - May 2020
tlentz@mccookbison.org

*Denotes Chairperson
3 yr. terms

CITY MANAGERS REPORT
AUGUST 19, 2019 CITY COUNCIL MEETING

ITEM: ~~5.A.~~

RECOMMENDATION:

APPROVE ORDINANCES THAT PROHIBIT PERSONS UNDER THE AGE OF EIGHTEEN YEARS FROM THE USE AND POSSESSION OF TOBACCO, TOBACCO PRODUCTS, ELECTRONIC CIGARETTES AND VAPOR PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, AND ESTABLISH A PENALTY FOR VIOLATIONS.

BACKGROUND:

The McCook Police Department and McCook Public Schools worked together to limit the possession and use of tobacco products, especially vaping products and devices, by minors in and around public schools during the 2018/2019 school year. The availability of the products and lack of ordinances or laws prohibiting the possession of tobacco products and devices made it a near impossible task. The proposed ordinances will allow the Police Department and schools to more effectively protect our children by curbing the use and spread of the dangerous drugs and items, especially in schools.

While all tobacco products and vaping products endanger children, vaping products have been shown to be particularly harmful. Vaping products, such as Juul, allow users to consume the amount of nicotine in a pack of cigarettes in as few as three puffs. The damage to the respiratory of users is the subject of medical studies, but the consensus has been that this type of use poses a significant health threat. Also, marijuana compounds and other substances have been adapted and are readily available for use in vaping devices.

The dangers presented by alternative nicotine devices (vaping) have resulted in cities nationwide passing ordinances to prohibit the use of tobacco and alternative nicotine devices for minors. The proposed ordinances were crafted from similar ordinances passed in other Nebraska cities.

FISCAL IMPACT:

NONE.

RECOMMENDATION:

APPROVE ORDINANCES THAT PROHIBIT PERSONS UNDER THE AGE OF EIGHTEEN YEARS FROM THE USE AND POSSESSION OF TOBACCO, TOBACCO PRODUCTS, ELECTRONIC CIGARETTES AND VAPOR PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, AND ESTABLISH A PENALTY FOR VIOLATIONS.

CITY MANAGERS REPORT
AUGUST 19, 2019 CITY COUNCIL MEETING

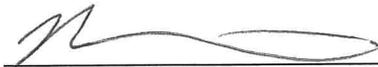
Page 2

APPROVALS:



Isaac S. Brown, Chief of Police

8-15-19
Date



Nate Schneider, City Manager

8-15-19
Date

ORDINANCE NO. 2019-2985

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 130 - GENERAL OFFENSES/OFFENSES AGAINST THE PEACE, OF THE CITY OF MCCOOK CODE OF ORDINANCES; ADDING SECTION 130.33 - TOBACCO; POSSESSION BY MINORS; UNLAWFUL; AMENDING SECTION 130.99 TO PROVIDE FOR TOBACCO; POSSESSION BY MINORS; PENALTY; PROVIDING FOR THE REPEAL OF 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 130 - General Offenses/Offenses Against Property; Section 130.33 - Tobacco; Possession by Minors; Unlawful shall be added to read as follows:

“§ 130.33 TOBACCO; POSSESSION BY MINORS; UNLAWFUL.

“It shall be unlawful for any person under the age of eighteen (18) years to possess or use cigarettes or cigars, vapor products, electronic cigarettes, or alternative nicotine products, or use tobacco in any form whatever; provided that the possession by a person under the age of eighteen (18) years under the supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home, or when required in the performance of a person's duty as an employee, shall not be prohibited. Tobacco products shall be defined to mean any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, vapor products, electronic cigarettes, or alternative nicotine products.”

SECTION 2. That Chapter 130 - General Offenses/Offenses Against Property; Section 130.99 - Penalty shall be amended to read as follows:

§ 130.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

(B) Any person violating § 130.01 shall, upon conviction therefor, be punished as follows:

(1) If the conviction is for a first offense, the person shall be punished by a fine of not less than \$100;

(2) If the conviction is for a second offense, the person shall be punished by a fine of not less than \$100 and shall be confined jail for not less than six days nor more than 30 days; and

(3) If the conviction is for a third offense, or subsequent offense

thereafter, the person shall be punished by a fine of not less than \$100 and confinement, with or without hard labor, in the city jail for not less than six days nor more than three months.

(C) Any person who violates any of the prohibitions or provisions of §§130.30 through 130.32 shall be deemed guilty of a misdemeanor. Unless otherwise specified in this particular section, the penalty for the violation shall be in any amount not less than twenty five dollars (\$25.00) and not to exceed one thousand dollars (\$1,000.00) and/or imprisonment for any length of time not to exceed three months, in the discretion of the court, provided whenever §§130.30 through 130.32 shall declare a nuisance, a violation of that section shall be penalized by a fine of not more than one thousand dollars (\$1,000.00), in which case a new violation shall be deemed to have been committed every 24 hours of the failure to comply.

(D) Any person or persons violating the provisions of §130.33 shall be deemed guilty of an infraction and, upon conviction, shall be fined thirty five dollars (\$35.00) for the first offense and fifty dollars (\$50.00) for every offense thereafter. Each distinct act or violation of the terms of §130.33 shall constitute a separate offense. The City Attorney shall have discretion to dismiss charges against any minor charged with violation of §130.33 when the said minor has furnished evidence for the conviction of the person or persons selling or giving him/her the tobacco in any form whatever, or any cigarettes, cigarette paper, vapor products, or alternative nicotine products.

(E) Whenever a nuisance exists as defined in this chapter, the municipality may proceed by a suit in equity to enjoin and abate the same, in the manner provided by law. Whenever, in any action, it is established that a nuisance exists, the court may, together with the fine or penalty imposed, enter an order of abatement as a part of the judgment in the case.”

SECTION 3. Any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 34. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form.

PASSED AND APPROVED this ____ day of _____, 2019.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
AUGUST 19, 2019 CITY COUNCIL MEETING**

ITEM: 5.B.

Introduce and approve Ordinance No. 2019-2986 providing for the adoption of the budget for FY 2019/2020 upon its first reading.

BACKGROUND:

Ordinance No. 2019-2986 provides for the adoption of the budget for Fiscal Year 2019/2020 after discussion and consideration by the Council.

A preliminary list of capital requests to be included in the budget is attached. We will receive our assessed valuation by August 20 and plan to have final recommendations for the public hearing scheduled for the September 3 meeting.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 16, 2019



Nathan A. Schneider, City Manager

August 16, 2019

ORDINANCE NO. 2019-2986

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2019, through September 30, 2020. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of McCook. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and the County Clerk of Red Willow County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED THIS ____ day of _____, 2019.

-s- Michael D. Gonzales
Mayor

ATTEST:

-s- Lea Ann Doak
City Clerk

		CAPITAL REMOVED	CAPITAL RETAINED	POSSIBLE ELEC UTIL	POSSIBLE SAFE DIV	MOVE TO SALES TAX
Auditorium	Roof Replacement	\$ 69,980				
Police	Records Management System		\$ 21,500			
	Secondary Range	\$ 5,000				
	Police Package Vehicle		\$ 30,000			
	Police Package Vehicle	\$ 30,000				
Municipal Center	Mower	\$ 15,000				
Fire	Additional Person		\$ 83,168			
	SCBA Lease		\$ 21,227			
	Turnout Gear		\$ 10,000			
	Extraction Equipment		\$ 117,777			
	AARF Vehicle	\$ 775,000				
Ambulance	Ambulance Lease Pay		\$ 31,608			
Civil Defense	Outdoor Warning Sirens	\$ 107,000			\$ 55,000	
Street	Sweeper Payment		\$ 34,365			
	Used Motor Grader		\$ 110,000			
	Loader			\$ 175,000		
	Pickup	\$ 35,000				
	Mower	\$ 30,000				
	Plow for Pickup	\$ 8,000				
	Upgrade Bucket Truck	\$ 50,000				
	Snow Blower Upgrade	\$ 35,000				
	Surplus Snow Plow Truck	\$ 30,000				
	Storm Sewer Master Plan	\$ 35,000				
	Transportation Master Plan	\$ 35,000				
Cemetery	Mower	\$ 25,000				
	Memorial Park Sprinkler	\$ 150,000				
	Garage Door height	\$ 4,900				
	Shop Expansion	\$ 40,000				\$ 50,000
	Road Repair	\$ 100,000				
Park	Sprinkler System Dillman	\$ -	\$ 4,000			
	Pickup	\$ 30,000	\$ 35,000			
	Pickup Plow		\$ 8,000			
	Barnett Shelter Improve	\$ 100,000				
	Mower	\$ 30,000				
	Karrer Park RR	\$ 100,000				
	Water Reel	\$ 9,000				
	Skatepark Fencing	\$ 5,000				
	Barnett Park Ponds	\$ 30,000				
	Develop upper Barnett Park	\$ 15,000				
	Overlay Barnett Roads	\$ 284,400				
Ballpark	Mower Rotation	\$ 30,000	\$ 30,000			
	Parking Lot Overlay	\$ 165,600				
	Shop Expansion	\$ 20,000				
Airport	Pave Entrances	\$ 35,000				
	30 Signs LED	\$ 22,000				
		\$2,455,880	\$ 536,645	\$ 175,000	\$ 55,000	\$ 50,000

**CITY MANAGER'S REPORT
AUGUST 19, 2019 CITY COUNCIL MEETING**

ITEM: 5.C.

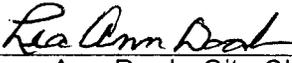
Introduce and approve Ordinance No. 2019-2987 providing for the adoption of the FY 2019/2020 Fiscal Year Employee Classification Pay Plan upon its first reading.

BACKGROUND:

The attached ordinance provides for the adoption of the Employee Classification and Pay Plan for Fiscal Year 2019/2020.

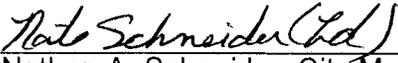
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 15, 2019



Nathan A. Schneider, City Manager

August 15, 2019

ORDINANCE NO. 2019-2987

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2019/2020 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER 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. The 2019/2020 Employee Classification and Pay Plan shall be and is hereby adopted. Said Classification and Pay Plan is incorporated herein by reference the same as if set out in full. A copy of the Classification and Pay Plan shall be on file in the office of the City Clerk and is available for public inspection at any reasonable time. (Ref. City of McCook Code of Ordinances, § 30.075).

SECTION 2. The Employee Classification and Pay Plan shall be effective October 1, 2019.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED this _____ day of _____, 2019.

-s- Michael D. Gonzales
Mayor

ATTEST:

-s- Lea Ann Doak
City Clerk

Publish:

**CITY OF MCCOOK
CLASSIFICATION AND PAY PLAN
FY 2019-2020**

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>		<u>12-MONTH ANNUAL RANGE</u>
(S1)	Pool Basket Help	6.750	6.750	
(S2T)	Temporary Seasonal - work less than 90-Days Part-Time Laborer Maintenance Man Part-Time Clerical	9.000	10.500	
(3P)	Permanent Part-Time Part-Time Clerical Part-Time Transit Driver Senior Center Aide Part-Time Maintenance	9.000	13.000	
(S4)	Pool Seasonal/Seasonal II Pool Manager Seasonal II Assistant Pool Manager Pool Guard	10.200	13.000	
		9.000	10.500	
		8.500	10.000	
(5)	Clerk (No Review)			
(10)	Assistant Cook	11.824	16.002	24,593 - 33,284
(15)	Bus Driver (Public Transportation)	12.408	17.553	25,806 - 36,514
(20)	Head Cook	12.730	19.495	26,478 - 40,545
(25)	Full-Time Custodial/Maintenance	12.800	19.222	
(30)	Disposal Plant Operator Trainee (WWTP)	13.290	18.810	27,643 - 39,124

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(35)	Clerk II (Public Transit Dispatcher)	13.304 - 18.524	27,671 - 38,533
(40)	Circulation Librarian Catalogue/Media Librarian	13.465 - 18.973	28,004 - 39,463
(45)	Laborer I	13.937 - 19.024	28,989 - 39,568
(50)	Equipment Operator I	14.124 - 19.058	29,378 - 39,642
(55)	Public Safety Office Assistant Office Assistant	14.235 - 19.396	29,610 - 40,344
(58)	Public Safety Dispatcher (Union Contract)		
(60)	Laborer II	14.583 - 19.630	30,332 - 40,830
(65)	Disposal Plant Operator WWTP Operator I	14.794 - 19.891	30,773 - 41,377
(70)	Equipment Operator II	15.180 - 20.801	31,574 - 43,263
(75)	Refuse Collection Driver	15.317 - 21.191	31,859 - 44,075
(80)	Administrative Assistant	15.355 - 20.787	31,938 - 43,237
(85)	Human Resource Officer** **Reclassified to 145 FY18/19		
(90)	Utility Service Technician I	15.503 - 20.539	32,248 - 42,720
(95)	Assistant Mechanic	15.591 - 21.967	32,426 - 45,693
(100)	Juvenile Services Librarian	15.752 - 20.339	32,764 - 42,308
(105)	Disposal Plant Operator II	16.199 - 21.545	33,695 - 44,816

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(110)	Chief Dispatcher	16.261 - 21.709	33,824 - 45,151
(115)	Utility Service Technician II	17.143 - 23.111	35,657 - 48,073
(120)	Equipment Operator III Tractor-Trailer Operator	17.170 - 23.151	35,710 - 48,152
(125)	Cemetery Sexton	17.269 - 24.031	35,917 - 49,985
(130)	Maintenance/Groundskeeper II	17.407 - 22.876	36,205 - 47,584
(135)	Mechanic	17.604 - 23.857	36,617 - 49,624
(140)	Disposal Plant Operator III Water Plant Operator I	17.604 - 23.598	36,617 - 49,082
(145)	Deputy City Clerk Human Resource Officer	17.642 - 24.443	36,693 - 50,840
(150)	Patrol Officer (42 hour) (Union Contract)		
(155)	Detective (42 hour) (Union Contract)		
(160)	Water Plant Operator II	20.987 - 27.750	43,651 - 57,720
(165)	Police Sergeant (42 hour) Sergeant/Patrol Supervisor	21.992 - 29.439	48,027 - 64,298
(170)	Solid Waste Superintendent Public Works Supervisor Library Director** Senior Services Director**	22.464 - 30.723	46,729 - 63,905

**Effective December 2016 - Minimum

Salary for exempt positions - \$47,476

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(175)	Laborer Foreman	22.490 - 29.006	46,780 - 60,325
(180)	Building Inspector/Code Compliance Officer	23.039 - 30.858	47,919 - 64,186
(185)	Wastewater Superintendent Water Superintendent	23.223 - 31.381	48,305 - 65,270
(190)	Airport Maintenance Operator	23.796 - 27.066	49,494 - 56,297
(195)	Library Director (Masters Degree)	25.835 - 34.104	53,738 - 70,935
(200)	City Clerk (No Review)		
(205)	Utilities Director	28.521 - 39.075	59,322 - 81,279
(210)	City Clerk/Treasurer	28.646 - 41.451	59,579 - 86,217
(215)	Public Works Director	30.758 - 41.214	63,976 - 85,728
(220)	Fire Chief Chief of Police	31.517 - 42.683	65,555 - 88,777

NOTE: 20 hour/week = 1,040 hour/year
 30 hour/week = 1,560 hour/year
 40 hour/week = 2,080 hour/year
 42 hour/week = 2,184 hour/year
 56 hour/week = 2,912 hour/year

Firefighter/Paramedic - Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2019 - 9/30/2020	\$ 15.520	\$ 16.167	\$ 16.628	\$ 17.215	\$ 17.831	\$ 18.438	\$ 19.087	\$ 19.751	\$ 20.441	\$ 21.152	\$ 21.894

The pay grid above is for firefighters/paramedics. Firefighters/paramedics/lieutenants will receive 15% more than the salaries shown on this grid. New employees hired as firefighters/EMT-1 will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT-B will receive 12.5% less than the salaries shown on this pay grid.

Firefighter/Paramedic (40 hour work week) - Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2019 - 9/30/2020	\$ 21.725	\$ 22.634	\$ 23.277	\$ 24.099	\$ 24.964	\$ 25.813	\$ 26.722	\$ 27.651	\$ 28.615	\$ 29.616	\$ 30.652

The pay grid above is for firefighters/paramedics. New employees hired as firefighters/EMT-1 will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT-B will receive 12.5% less than the salaries shown on this pay grid.

Police Officers/Detectives/Dispatchers - Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
10/1/2017 - 9/30/2019								
Police Officers	\$ 17.380	\$ 18.162	\$ 18.979	\$ 19.833	\$ 20.725	\$ 21.658	\$ 22.633	\$ 23.627
Detectives	\$ 19.292	\$ 20.160	\$ 21.067	\$ 22.015	\$ 23.006	\$ 24.041	\$ 25.123	\$ 26.759
Dispatchers	\$ 13.275	\$ 13.872	\$ 14.496	\$ 15.148	\$ 15.830	\$ 16.542	\$ 17.286	\$ 18.088