

# MCCOOK CITY COUNCIL

## REGULAR MEETING

**Monday, October 16, 2023  
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Walter Ray, McCook Baptist Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.

2. Consent Agenda.

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

A. Approve the minutes of the October 2, 2023 regular City Council meeting.

B. Approve the bid specifications for one (1) new 2023 or 2024 Compact to Mid-Size SUV and set date to receive bids for November 7, 2023, at 2:00 p.m.

C. Forward to the City's insurance carrier for review and appropriate action a property damage claim from Jeremy Young in the amount of \$300.00.

D. Forward to the City's insurance carrier for review and appropriate action a property damage claim from Pat Fawver.

E. Recommend approval to the Nebraska Liquor Control Commission the Application for Manager submitted by JBN, Inc., dba "Hi Times Convenience", 606 East "B" Street, which holds License #DK-100025, the applicant being Nicholas J. Nothnagel and approve the location change from 502 East "B" Street to 606 East "B" Street.

F. Approve the request from the McCook Community Foundation Fund to change the date to close Norris Avenue from the north side of "D" Street to the south side of "E" Street from Thursday, October 12, 2023, to Thursday, October 19, 2023, between 4:00 P.M. and 10:00 P.M. for their community event.

G. Ratify the Mayor's appointment to the Housing Agency Board - reappoint Barb Ostrum - term expires November 2028.

- H. Approve specifications for two (2) new, current model year 3/4 ton extended cab 4 x 4 pickups and set date to receive bids for November 7, 2023 at 2:00 P.M.
  - I. Approve specifications for one (1) new current model year 1/2 ton 4-wheel drive extended cab pickup and set date to receive bids for November 7, 2023, at 2:00 P.M.
  - J. Approve the Plans and Specifications for the Business Park Phase II Sanitary Sewer and Water Main Extension project and set the time and date to receive bids at 2:30 P.M. November 7, 2023.
3. Regular Agenda.
- A. Consider request and authorize the use of Community Betterment Funds to cover the rental fees for the "Share the Heat" fundraising event to be held at the Heritage Senior Center on October 29, 2023.
  - B. Approve the McCook Area Chamber of Commerce request to use City facilities for a Christmas Celebration on Saturday, December 2, 2023 including the use of McCook Ben Nelson Regional Airport for the flying in of Santa Claus at 1:00 P.M.; the use of Norris Park (including electricity) beginning at 3:00 P.M. which will include entertainment in the bandshell; the lighting of the park; conducting the Annual Christmas "Light up the Bricks" Parade beginning at 6:00 P.M., including participation by the Fire and Police departments and the closing of East "G" Street from Norris Avenue to East 2nd Street; East 1st Street from East "F" Street to East "I" Street; East "H" Street from Norris Avenue to East 2nd Street; and the Norris Avenue north bound lane from East "G" Street to East "H" Street for carriage rides.
  - C. Authorize city staff to submit a Nuisance Abatement Program Application to West Central Nebraska Development District, Inc.
  - D. Ordinance No. 2023-3074 providing for the amendment of Appendix B, Cemetery Fees, of the City of McCook, Nebraska Code of Ordinances.
    - 1. Chairperson asks Clerk to read Ordinance by title.
    - 2. Consider approval of Ordinance No. 2023-3074 upon its first of three readings.
  - E. Council Comments.
  - F. 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 real estate purchase for Sports Complex.
    - 1. Nebraska Open Meetings Act statement, if the motion to close passes.
    - 2. Close Executive Session.

Adjournment.

**CITY MANAGER'S REPORT  
OCTOBER 16, 2023 CITY COUNCIL MEETING**

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**ITEM:**        **2.A.**

Approve the minutes of the October 2, 2023 regular City Council meeting.

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**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

October 12, 2023

McCook City Council  
October 2, 2023  
5:30 P.M. Central

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

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

Absent: None.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 28, 2023, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

## **1. Announcements & Recognitions.**

Senior Services Director Siegfried introduced Justin Randolph as the new Public Transit Driver for the City. This past week Justin participated in a state competition against ten other transit drivers and won, the prize being a trip to West Palm Beach.

## **2. Public Hearings.**

- 2.A. Conduct a public hearing on the application of Loop Brewing Company, LLC; dba "The Yard & Loop Brewing Company Taproom", for Class "C" License #125969 - (Beer, Wine, Distilled Spirits, On and Off Sale) License under the Nebraska Liquor Control Commission, to be located at 801 West "C" Street, McCook, Nebraska.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the application of Loop Brewing Company, LLC; dba "The Yard & Loop Brewing

Company Taproom", for Class "C" License #125969 - (Beer, Wine, Distilled Spirits, On and Off Sale) License under the Nebraska Liquor Control Commission, to be located at 801 West "C" Street, McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Muehlenkamp and seconded by Weedin, passed.

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

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated October 2, 2023 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Receipt from NLCC - Kim Frederick and email indicating the form was returned on August 31, 2023 (2 pages); Exhibit #4 - Redacted application and all attachments (26 pages); Exhibit #5 - Police Department Report (4 pages); and Exhibit #6 - Recommendation to the Nebraska Liquor Control Commission (1 page).

City Attorney Mustion accepted Exhibits #1 - #6 into evidence, took comment from City Staff before opening for public comment.

City Manager Schneider noted that no issues were identified in the Police Report and that the applicant had intended to attend but a family matter had taken longer than expected and is unable to attend.

Motion to adjourn the public hearing and to reconvene as a City Council. This motion, made by Weedin and seconded by Muehlenkamp, passed.

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

- 2.B. Recommend approval to the Nebraska Liquor Control Commission the application of Loop Brewing Company, LLC; dba "The Yard & Loop Brewing Company Taproom", for Class "C" License #125969 - (Beer, Wine, Distilled Spirits, On and Off Sale) License under the Nebraska Liquor Control Commission, to be located at 801 West "C" Street, McCook, Nebraska.

Motion to recommend approval to the Nebraska Liquor Control Commission the application of Loop Brewing Company, LLC; dba "The Yard & Loop Brewing Company Taproom", for Class "C" License #125969 - (Beer, Wine, Distilled Spirits, On and Off Sale) License under the Nebraska Liquor Control Commission, to be located at 801 West "C" Street, McCook, Nebraska. This motion, made by Weedin and seconded by Muehlenkamp, passed.

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

### **3. Proclamations.**

- 3.A. Approve the proclamation designating October 8 through October 14, 2023 as "Fire Prevention Week" and authorize the Mayor to sign.

Motion to approve the proclamation designating October 8 through October 14, 2023 as "Fire Prevention Week" and authorize the Mayor to sign. This motion, made by Calvin and seconded by Weedin, passed.

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

- 3.B. Approve the proclamation designating the week of October 5 - 8, 2023 as "Support Citizens with Intellectual Disabilities Week" in the City of McCook and authorize the Mayor to sign.

Motion to approve the proclamation designating the week of October 5 - 8, 2023 as "Support Citizens with Intellectual Disabilities Week" in the City of McCook and authorize the Mayor to sign. This motion, made by Calvin and seconded by Weedin, passed.

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

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

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

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

- 4.A. Approve the minutes of the September 18, 2023 regular City Council meeting.
- 4.B. Adopt Resolution No. 2023-20 setting the property tax request for FY 2023/2024.
- 4.C. Ratify the approval of the applications for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a wedding reception to be held at the McCook Municipal Auditorium 302 West 5th Street, on October 14, 2023 from 12:00 P.M. to 12:00 A.M.; and for a reception/grand opening to be held at the Art Bank Building, 108 West "C" Street, on October 14, 2023 from 12:00 P.M. to 12:00 A.M.
- 4.D. Ratify the Mayor's appointments to the Airport Advisory Commission - reappointing David Pfeffer, Trevor Taylor, and Griff Malleck - terms expire November 2026 and to the City/County Airport Zoning Board - reappointing Steve Keene, Aaron Peterson, and Bruce McDowell - terms expire September 2026.
- 4.E. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic cable and installing three ground level vaults.
- 4.F. Adopt Resolution No. 2023-19 establishing criteria for approval or denial of a Special Designated Liquor License and designating the City Clerk to determine approval or denial of the application for Special Designated Liquor License.

4.G. Offer a Contract to BSB Construction, Inc. with a bid of \$981,927.00 as the lowest responsible bidder for the South Street Water Main replacement on South Street and Ravenswood Road from the city shop to South 9th Street and authorize the Mayor to execute the necessary paperwork to award the contract.

**5. Regular Agenda.**

5.A. Update regarding the swimming pool and ballpark projects.

City Manager Schneider informed the Council that the Pool Committee met recently regarding color selections. They selected bright, vibrant colors hoping to make the pool attractive to families and small children. The project continues to be on track to be completed by Memorial Day 2024.

5.B. Council Comments.

Mayor Taylor noted that the McCook Creative District is the latest community to be named a certified Nebraska District. She congratulated the organizers on this major accomplishment.

5.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 real estate purchase for Sports Complex..

Motion to go into executive session for the protection of public interest for a strategy session with respect to real estate purchase for a Sports Complex at 5:50 P.M. This motion, made by Calvin and seconded by Taylor, passed.

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

Mayor Taylor 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 real estate purchase for a Sports Complex. The Council will reconvene in public session following this closed session.

I move to come out of executive session at 6:04 P.M. This motion, made by Calvin and seconded by Weedon, passed.

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

**Adjournment.**

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:05 P.M.

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Linda Taylor, Mayor

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer



CITY OF MCCOOK  
ADMINISTRATION DEPARTMENT

BID SPECIFICATIONS

ONE (1) NEW  
2023 OR 2024

COMPACT TO MID-SIZE SUV

OCTOBER 16, 2023

## NOTICE TO BIDDERS

### ONE (1) NEW 2023 OR 2024 COMPACT TO MID-SIZE SUV

The City of McCook is accepting sealed bids for One (1) New 2023 or 2024 Compact to Mid-Size SUV. Bids will be accepted by the City Clerk at the McCook City Offices until 2:00 P.M. on November 7, 2023, and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center, 505 West "C" Street. Specifications and instructions to bidders are on file in the office of the City Clerk.

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

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

Publish: October 20 and 27, 2023.

## INSTRUCTIONS TO BIDDERS

### 1. Defined Terms.

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

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

### 2. General.

- 2.1. One (1) new 2023 or 2024 Compact to Mid-Size SUV shall be F.O.B., McCook, Nebraska.
- 2.2. A tax exemption certificate will be furnished by the City of McCook.

### 3. Qualifications of Bidders.

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

### 4. Interpretations and Addenda.

- 4.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the City Clerk. Interpretations or clarifications in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Clerk as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

### 5. Bid Form.

- 5.1. The Bid Form is included with the Bidding Documents.
- 5.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 5.3. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

5.4. The address and telephone number of communications regarding the Bid must be shown.

**6. Submission of Bids.**

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "*BID ON ONE (1) NEW 2023 or 2024 COMPACT TO MID-SIZE SUV*", and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

**7. Modification and Withdrawal of Bids.**

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

**8. Opening of Bids.**

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

**9. Award of Bid.**

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

**SPECIFICATIONS FOR ONE (1) NEW 2023 OR 2024  
COMPACT TO MID-SIZE SUV**

**MINIMUM REQUIREMENTS**

<b>TYPE</b>	4 Door Sport Utility Vehicle
<b>YEAR</b>	2023 OR 2024
<b>MODEL</b>	Latest
<b>DRIVE</b>	AWD
<b>ENGINE</b>	Gasoline, V6, 3.3 liter
<b>TRANSMISSION</b>	Automatic
<b>OPTIONS</b>	Cruise Control • Cloth front & bucket seats • Rear window defrost • Full-sized floor mats • All Weather Tires, with matching full size spare tire & wheel • Two programmed keys/fobs • remote start
<b>WARRANTY</b>	The city would like a quote for an extended warranty that it has the option of exercising.

Meets Specification - Please Indicate - (if other explain on comment line).

<b>MAKE</b>		<b>MODEL</b>	
<b>YEAR</b>		<b>CYLINDERS</b>	
<b>ENGINE SIZE</b>		<b>AWD</b>	Yes    No
<b>Cloth front &amp; back bucket seats</b>	Yes    No	<b>Rear Defrost</b>	Yes    No
<b>Floor Mats</b>	Yes    No	<b>All Weather Tires Spare Tire - Full Size</b>	Yes    No
<b>Keys/Fobs (2)</b>	Yes    No	<b>Cruise Control</b>	Yes    No
<b>Cruise Control</b>	Yes    No		
List other Options, if any or any exceptions :			

# BID FORM

NOTE: This bid form must be accompanied by a complete set of specifications and a manufacturer's pamphlet on the vehicle proposed.

	<u>TOTAL PRICE</u>
ONE (1) NEW 2023 or 2024 COMPACT OR MID-SIZE SUV	\$ _____
OPTIONAL EXTENDED WARRANTY	\$ _____

Year, Make & Model # \_\_\_\_\_  
\_\_\_\_\_

Warranty \_\_\_\_\_  
\_\_\_\_\_

Delivery Date: \_\_\_\_\_

THE CITY OF McCook reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part any bid, and to exercise its own judgement as to the best proposal received.

**CONTACT PERSON: Lea Ann Doak, City Clerk  
at 308/345-2022, ext. 226**

This bid submitted by \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**NOTICE OF AWARD**

DATE

TO:

**PROJECT:** One (1) New 2023 or 2024  
Compact to Mid-Size SUV

The City has considered the BID submitted by you for the above described project in response to its Advertisement for Bids and Information for Bidders dated October 16, 2023.

You are hereby notified that your BID has been accepted for this vehicle in the amount of \_\_\_\_\_ for a \_\_\_\_\_, with a delivery date of \_\_\_\_\_.

Please acknowledge receipt of this NOTICE OF AWARD by return mail to the City.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF MCCOOK**

Lea Ann Doak  
City Clerk

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

Specs sent to:

Bill Summers Ford  
I-80 & US Hwy 83  
North Platte NE 69101

Deveny Motors  
401 East "B" Street  
McCook NE 69001

Gene Steffy Chrysler Jeep Dodge Ram  
2545 East 23<sup>rd</sup> Avenue South  
Fremont NE 68025-2463

Janssen Kool Honda  
PO Box 609  
McCook NE 69001

Janssen, Chrysler, Jeep, Dodge  
3101 S Jeffers Street  
North Platte, NE 69101

Janssen & Sons Ford  
1222 W Hwy 6  
PO Box 766  
Holdrege NE 68949

Wagner Chevrolet  
PO Box 710  
McCook NE 69001

Wagner Ford-Mercury, Inc.  
PO Box 750  
McCook NE 69001

**CITY MANAGER'S REPORT  
OCTOBER 16, 2023 CITY COUNCIL MEETING**

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**ITEM:        2.C.**

Forward to the City's insurance carrier for review and appropriate action a property damage claim from Jeremy Young in the amount of \$300.00.

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**BACKGROUND:**

Staff received the property damage claim from Jeremy Young in the estimated amount of \$300.00. The governing body is required to forward the claim to the City's insurance carrier for review and appropriate action.

**FISCAL  
IMPACT:**     None.

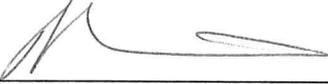
**APPROVALS:**

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

October 11, 2023

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

October 11, 2023

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

October 11, 2023

**CITY MANAGER'S REPORT  
OCTOBER 16, 2023 CITY COUNCIL MEETING**

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**ITEM: 2.D.**

Forward to the City's insurance carrier for review and appropriate action a property damage claim from Pat Fawver.

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**BACKGROUND:**

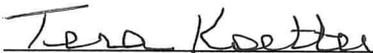
Staff received the property damage claim from Pat Fawver. The governing body is required to forward the claim to the City's insurance carrier for review and appropriate action.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

October 11, 2023

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

October 11, 2023

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

October 11, 2023

**CITY MANAGER'S REPORT  
OCTOBER 16, 2023 CITY COUNCIL MEETING**

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**ITEM: 2.E. REVISED**

**RECOMMENDATION:**

Recommend approval to the Nebraska Liquor Control Commission the Application for Manager submitted by JBN, Inc., dba "Hi Times Convenience", 606 East "B" Street, which holds License #DK-100025, the applicant being Nicholas J. Nothnagel and approve the location change from 502 East "B" Street to 606 East "B" Street.

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**BACKGROUND:**

Upon notice from the Liquor Control Commission, this application is being presented to the Council for consideration. The Council may choose not to make a recommendation of approval or denial to the Commission.

The LCC does not require that a hearing be held for a change of location. However, the new location shall not be approved unless endorsed by the local governing body.

The new location is one block to the east of their current location. It meets zoning requirements and is compatible with neighboring land uses. City staff recommends approval of the new location.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

October 13, 2023

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

October 13, 2023

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

October 13, 2023



**Jim Pillen**  
Governor

**STATE OF NEBRASKA**  
**NEBRASKA LIQUOR CONTROL COMMISSION**

**Hobert B. Rupe**  
Executive Director  
301 Centennial Mall South  
P.O. Box 95046  
Lincoln, Nebraska, 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814 or (402) 471-2374  
TRS USER 800-833-7352 (TTY)  
Web Address <https://www.lcc.nebraska.gov/>

- ADDITION
- DELETION
- CHANGE OF LOCATION
- RECONSTRUCTION

LICENSING STAFF: HY 10.12.23

TO: MCCOOK CITY CLERK

LICENSE #: DK-100025

LICENSEE: JBN, INC

TRADE NAME: HI TIMES CONVENIENCE (FKA: HI TIMES LIQUOR MART)

ADDRESS: 502 E B ST

CITY/COUNTY/ZIP: MCCOOK/RED WILLOW/69001

CONTACT PERSON/PHONE #: NICHOLAS NOTHNAGEL 308.345.8827

CONTACT EMAIL: NICKSDISTRIBUTION@YAHOO.COM

REQUEST: NEW ADD: 606 E B ST, MCCOOK

MAKING THE NEW DESCRIPTION:  
ONE STORY BUILDING APPROX 76 X 38

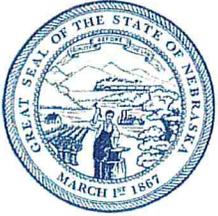
- APPROVED
- DENIED
- COMMENTS: \_\_\_\_\_

Clerk's Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Kim Lowe**  
Commissioner

**Bruce Bailey**  
Chairman

**Harry Hoch**  
Commissioner



**Jim Pillen**  
Governor

**STATE OF NEBRASKA**

**NEBRASKA LIQUOR CONTROL COMMISSION**

**Hobert B. Rupe**  
Executive Director  
301 Centennial Mall South  
P.O. Box 95046  
Lincoln, Nebraska, 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814 or (402) 471-2374  
TRS USER 800-833-7352 (TTY)  
Web Address <https://www.lcc.nebraska.gov>

Today's Date: October 04, 2023  
From: Ashley Martin (Ashley.Martin@Nebraska.Gov)  
To: City Clerk of McCook

**I have attached a copy of a new corporate manager application submitted to the Nebraska Liquor Control Commission. Please complete the following information below to indicate your recommendation.**

Licensee Name: JBN Inc.  
Trade Name (DBA): Hi Times Convenience  
License Number: 100025  
Manager Name: Nicholas J. Nothnagel  
Due Date: November 20, 2023

- APPROVED
- NO LOCAL RECOMMENDATION
- DENIED

COMMENTS: (YOU MAY ATTACH MINUTES AND/OR ADDITIONAL NOTES)

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Clerk's Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Kim Lowe**  
Commissioner

**Bruce Bailey**  
Chairman

**Harry Hoch**  
Commissioner

**RESTRICTED: This information not to be released to other than authorized personnel.**

**LIQUOR APPLICATION REPORT**

POLICE DEPARTMENT REPORT

DATE REQUESTED: October 9, 2023

DUE DATE:

APPLICANT: JBN, Inc. - Manager Application, Nicholas J. Nothnagel

DBA: Hi Times Convenience

APPLICANT'S ADDRESS:

PHONE NUMBER (HOME):

(BUSINESS):

PROPOSED LICENSE ADDRESS: 606 East "B" Street

TYPE OF LICENSE: Class "DK" - License #100025

(Beer, Wine & Distilled Spirits, Off Sale and Catering)

TYPE OF INVESTIGATION:

- |  |   |
|--|---|
| <input type="checkbox"/> Purchase of Business          | <input type="checkbox"/> New and Additional License |
| <input type="checkbox"/> Upgrade of Existing License   | <input type="checkbox"/> Transfer of Location       |
| <input type="checkbox"/> Expansion of Present Business | <input checked="" type="checkbox"/> Manager         |
| <input type="checkbox"/> Renewal - Long Form           |   |

TYPE OF BUSINESS:

- |  |  |
|--|--|
| <input type="checkbox"/> Hotel/Motel                     | <input type="checkbox"/> Restaurant/Food Service   |
| <input type="checkbox"/> Liquor/On-Off Sale              | <input type="checkbox"/> Liquor/On-Sale Only       |
| <input checked="" type="checkbox"/> Liquor/Off-Sale Only | <input type="checkbox"/> Entertainment/Bottle Club |
| <input type="checkbox"/> Other - Convenience Store       |  |

TYPE OF OWNERSHIP:  Corporation  Partnership  Individual

Limited Liability Company (LLC)

\*\*\*\*\*

Investigation Completed by: Det. Kevin A. Hodgson

Date: 10-10-23

**PERSONAL HISTORY – MANAGER:**

58. Manager's Name: **Nicholas J. Nothnagel**

59. Date of Birth:

60. Sex: **Male**

61. Home Address: **9 Sandpiper McCook, NE 69001**

62. Citizen of the United States? ( **X** ) Yes ( ) No

If Naturalized, Certificate Number:

Place:

63. Proper residence has been established? ( **X** ) Yes ( ) No

If no, explain:

64. Criminal History – Has manager been arrested and/or pled guilty to any ( **X** ) misdemeanor? ( ) felony?  
(If felony, attach detailed description.)

65. Has manager been cited for and/or found in violation of the Liquor Laws of the State of Nebraska or other State in which previously licensed? ( ) Yes ( **X** ) No

66. Has manager had a beneficial interest in another liquor license? ( **X** ) Yes ( ) No

**4 total in Nebraska and 1 in Kansas**

If yes, Name, City, Address, Type of License: Per the NE Liquor Control Commission website

Smokers Outlets 8; York, NE; Class D

N-Stant Convenience 2; Columbus, NE ; Class D

N-Stant Convenience 1; McCook, NE ; Class DK

N-Stant Convenience; Great Bend, KS; CMB Container License

67. Records check made (civil history). ( ) Yes ( **X** ) No (attach records)

68. Investigation made of character/reputation of manager, report details of investigation:

**No**

69. Number of Hours that will be spent by manager at licensed premises each week:

**30hrs / week**

70. Number of Hours that will be spent by manager working in occupation other than licensed premises each week: **30hrs / week**

# MANAGER APPLICATION FORM 103

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

License  
Class: DK

License Number:  
100025



### MANAGER MUST:

- ✓• Be at least 21-years of age
- ✓• Complete all sections of the application.
- ✓• Form must be signed by a **member or corporate officer**
- ✓• Include Form 147 –Fingerprints are required
- ✓• Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- ✓• Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- n/a • Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- ✓• Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

### CORPORATION/LLC INFORMATION

Name of Corporation/LLC: JBN, Inc.

### PREMISES INFORMATION

Premises Trade Name/DBA: Hi Times Convenience

Premises Street Address: 606 East B St

City: McCook County: Red Willow Zip Code: 69001

Premises Phone Number: 308-344-9170

Premises Email address: nicksdistribution@yahoo.com

*Nicholas Notman*  
Nicholas Notman

**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



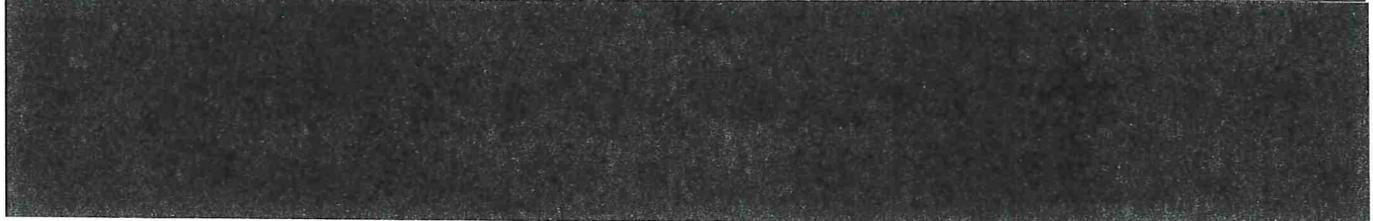
**MANAGER INFORMATION**

Last Name: Nothnagel First Name: Nicholas MI: J

Home Address: 9 Sandpiper St

City: McCook County: Red Willow Zip Code: 69001-4601

Home Phone Number: 308-340-2703



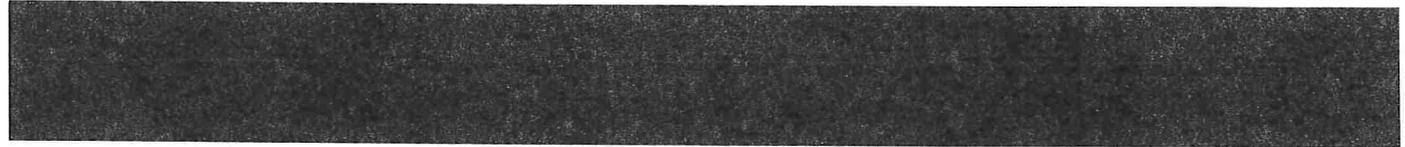
Email address: nicksdistribution@yahoo.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES  NO

**Spouse's information**

Spouses Last Name: Nothnagel First Name: Hanah MI: C



Date of Birth: 04/29/1991 Place of Birth: McCook, NE

**APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS**  
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Nicholas Nothnagel			Hanah Nothnagel		
McCook, NE	2008	2023	McCook, NE	2012	2023

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2012	2023	Nick's Distribution, Inc.	Nicholas Nothnagel	308-345-8827
2008	2023	JBN, Inc.	Nicholas Nothnagel	308-345-8827

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

**Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES       NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted ( City & State)	Description of Charge	Disposition
Nicholas Nothnagel	02/2018	Columbus, NE	Distribution of CBD Products	Fine
Nicholas Nothnagel	06/2021	North Platte, NE	Speeding	Fine

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES       NO

IF YES, list the name of the premise(s):

Z+N, INC. DBA INSTANT CONVENIENCE (GREAT BEND, KS)

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES       NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Nicholas Nothnagel	01/04/2021	Rsgiving.com
Matthew Nothnagel	12/20/2020	Rsgiving.com

\*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Nicholas Nothnagel	06/01/2008	JBN, Inc.
		Nick's Distribution, Inc.
		Smoker's Outlet's, Inc.
		Z&N, Inc.
Matthew Nothnagel	01/01/2016	Same as above

5. Have you enclosed Form 147 regarding fingerprints?

YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

**SIGNATURE PAGE – PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

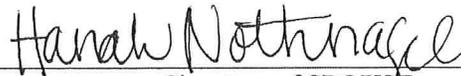
**Must be signed by applicant and spouse.**



Signature of APPLICANT

**Nicholas Nothnagel**

Printed Name of APPLICANT



Signature of SPOUSE

**Hanah Nothnagel**

Printed Name of SPOUSE

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Hannah Nothnagel  
Signature of **NON-PARTICIPATING SPOUSE**

Nicholas Nothnagel  
Signature of **APPLICANT**

HANAH NOTHNAGEL  
Print Name

NICHOLAS NOTHNAGEL  
Print Name

State of Nebraska, County of Red Willow

State of Nebraska, County of RED WILLOW

The foregoing instrument was acknowledged before me  
this September 29, 2023 (date)

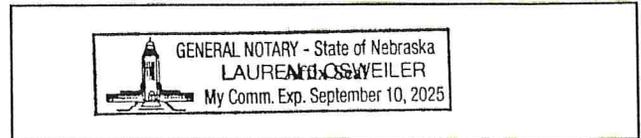
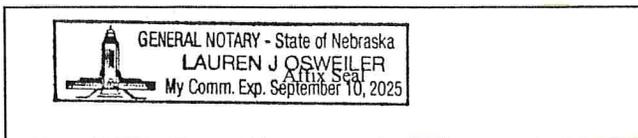
The foregoing instrument was acknowledged before me  
this SEPTEMBER 29, 2023 (date)

LJO  
by Lauren Hanah Nothnagel  
Name of person acknowledged  
(Individual signing document)

by Nicholas Nothnagel  
Name of person acknowledged  
(Individual signing document)

Lauren J Osweiler  
Notary Public Signature

Lauren J Osweiler  
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name JBN, Inc. dba Hi Times Convenience

Name of Person Being Fingerprinted: Nicholas J Nothnagel

[REDACTED]

Date fingerprints were taken: 09-28-2023

Location where fingerprints were taken: North Platte, NE

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Nick Nothnagel - Nick Nothnagel  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**R**rserving.com

PROFESSIONAL  
**Server Certification**  
CORPORATION

**Responsible Serving of Food and Alcohol**



Learn Online 24/7

## Nebraska Off-Premises Responsible Serving

This certificate confirms that

**Nicholas Nothnagel**

has successfully passed the Professional Server Certification Corporation (PSCC) course of study and has demonstrated the skill level and knowledge necessary to act as a responsible alcohol server.

Liquor License Number: DK 101003  
Certificate #: PSCC10000495845  
Award Date: 01-04-2021  
Expiration Date: 01-03-2024

Robert Graham, President/CEO

To verify this certificate, go to [Rrserving.com](http://Rrserving.com).

**R**rserving.com

PROFESSIONAL  
**Server Certification**  
CORPORATION

Responsible Serving of Food and Alcohol



Train Online 24/7

## Nebraska Off-Premises Responsible Serving

This certificate confirms that

**Matthew Nothnagel**

has successfully passed the Professional Server Certification Corporation (PSCC) course of study and has demonstrated the skill level and knowledge necessary to act as a responsible alcohol server.

Liquor License Number: 101003  
Certificate #: PSCC10000494993  
Award Date: 12-29-2020  
Expiration Date: 12-28-2023

A handwritten signature in black ink that reads 'Robert V. Graham'.

Robert Graham, President/CEO

To verify this certificate, go to [Rrserving.com](http://Rrserving.com).

# Nebraska Secretary of State

## JBN, INC.

Wed Oct 4 11:03:38 2023

**SOS Account Number**

10161422

**Status**

Active

**Principal Office Address**

801 EAST B STREET  
MCCOOK, NE 69001  
USA

**Registered Agent and Office Address**

NICK NOTHNAGEL  
PO BOX 217  
801 EAST B ST  
MCCOOK, NE 69001

**Nature of Business**

LIQUOR STORES

**Entity Type**

Domestic Corp

**Date Filed**

May 02 2012

**Next Report Due Date**

Jan 01 2024

Corporation Position	Name	Address
President	NICK J NOTHNAGEL	9 SANDPIPER STREET MCCOOK, NE 69001 USA
Secretary	ELIZABETH A NOTHNAGEL	805 SPRUCE ROAD MCCOOK, NE 69001 USA
Treasurer	JOHN K NOTHNAGEL	805 SPRUCE ROAD MC COOK, NE 69001
Director	ELIZABETH A NOTHNAGEL	805 SPRUCE ROAD MCCOOK, NE 69001 USA
Director	JOHN K NOTHNAGEL	805 SPRUCE ROAD MCCOOK, NE 69001 USA
Director	MATTHEW J NOTHNAGEL	205 PARK AVE. MCCOOK, NE 69001 USA

Corporation Position	Name	Address
Director	NICK J NOTHNAGEL	9 SANDPIPER STREET MCCOOK, NE 69001 USA
Vice President	MATTHEW J NOTHNAGEL	205 PARK AVE MC COOK, NE 69001

**Filed Documents**

Filed documents for JBN, INC. may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Articles Perpetual	May 02 2012	\$2.70 = 6 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Jan 21 2014	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Jan 06 2016	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Jan 28 2016	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 15 2018	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Mar 12 2020	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Amended Occupation Tax Report	Jan 08 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Jan 03 2022	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now

**Good Standing Documents**

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**Online Certificate of Good Standing with Electronic Validation**

**\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Purchase Now

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)



[Back to Lookup](#) / Registrant Detail

# Nicholas J Nothnagel

Political Party  
Republican

Precinct  
Northwest

## Election Details

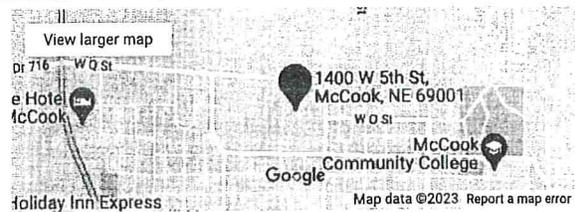
11/08/2022 2022 General Election

We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot was accepted and counted.

## Polling Location

### Community Building NW

1400 W 5th Street McCook, NE 69001  
Fairgrounds



## Ballot Styles

05.02

## Districts

Show

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**CITY MANAGER'S REPORT  
OCTOBER 16, 2023 CITY COUNCIL MEETING**

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**ITEM: 2.F.**

**APPROVE THE REQUEST FROM THE MCCOOK COMMUNITY FOUNDATION FUND TO CHANGE THE DATE TO CLOSE NORRIS AVENUE FROM THE NORTH SIDE OF "D" STREET TO THE SOUTH SIDE OF "E" STREET FROM THURSDAY OCTOBER 12<sup>TH</sup> TO THURSDAY OCTOBER 19<sup>TH</sup> BETWEEN 4:00 P.M. AND 10:00 P.M. FOR THEIR COMMUNITY EVENT.**

---

**BACKGROUND:**

The original date requested from the McCook Community Foundation Fund for the closing of Norris Avenue from the north side of "D" Street to the south side of "E" Street was Thursday October 12<sup>th</sup> from 4:00 p.m. to 10:00 p.m. for their community event. Due to an unfavorable weather forecast, the MCFF is requesting to change their event to Thursday October 19<sup>th</sup> at the same time.

Due to the change of date, there will be no alcohol served at this event.

The City Street Department will be providing cones for the event.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

October 9, 2023

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

October 9, 2023



**MCFF Community Celebration - Thursday, Oct. 19, 2023**

(Postponed event from Oct. 12)

**Request to close off Norris Avenue from 4-10 p.m. between D and E Streets (not including the intersections). Possibly have cones provided by the City of McCook.**

Other highlights:

- \* Activities in Norris Alley and Norris Avenue
- \* Block off Norris Avenue at 4 p.m.
- \* MCFF grant signs in Norris Alley
- \* MCFF providing hamburger feed, grilling volunteers by McCook Rotary Club, proceeds to Beautify McCook project
- \* Norris Avenue with family event coordinated by Tricia Wagne:
  - YCR will operate MNB's Plinko game with MNB prizes
  - Bubble machine
  - Beautify McCook creating photo booth with pumpkins, mum
  - Hospital car-seat demo
  - Humane Society with puppies
  - Wagner with root beer floats
  - McCook Christian bouncy house
  - Inclusive Playground Activity

**CITY MANAGER'S REPORT  
OCTOBER 16, 2023 CITY COUNCIL MEETING**

---

**ITEM:**           **2.G.**  

**RECOMMENDATION:**

Ratify the Mayor's appointment to the:

- Housing Agency Board - reappoint Barb Ostrum - term expires November 2028

---

**BACKGROUND:**

Appointees to the Housing Agency Board are made upon the recommendation of the Housing Agency Executive Director. Rebecca Dutcher, McCook Housing Agency Executive Director has contacted Ms. Ostrum and she is willing to serve another five year term.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

October 11, 2023

## HOUSING AGENCY BOARD

BARB OSTRUM 737-8047 (C)  
106 S 9th  
Appointed - September 2013  
Reappointed - October 2023  
Term Expires - November 2028

TERRY PETERSON 345-4570 (O)  
512 Elizabeth Lane 345-7573 (H)  
Appointed - March 21 1994  
Reappointed - October 2014  
Term Expires - November 2024

RAYMOND LONG  
(Resident)  
502 Missouri Avenue Circle  
Appointed - May 2015 (replaced Judy Dow)  
Reappointed - October 2020  
Term Expires - November 2025

SHANE FAGOT 345-1555 (O)  
1506 Centennial 345-3932 (H)  
Appointed - November 1996  
Reappointed - February 2022  
Term Expires - November 2026

AMANDA ENGELL  
1410 Centennial  
Appointed - January 2023 (replaced Kristin Stagemeyer)  
Term Expires - November 2027

\*Denotes Chairperson  
5 yr. terms

CITY MANAGER'S REPORT  
OCTOBER 16, 2023 CITY COUNCIL MEETING

---

ITEM: 2.H.

---

RECOMMENDATION:

Approve specifications for 2 new, current model year  $\frac{3}{4}$  ton extended cab 4x4 pickups and set date to receive bids for November 7, 2023 @ 2:00 P.M.

BACKGROUND:

The current 2023-24 budget has provisions for 2  $\frac{3}{4}$  Ton pickups. One for the Water Department and one for the Wastewater Department. The Pickup for the Water Department will replace a 2003 Ford F-250. This truck will stay in the Department as we are currently one truck short. The pickup for the Wastewater Department will replace a 2001 Ford F-150 which will be going to surplus.

FISCAL  
IMPACT: None

APPROVALS:

  
\_\_\_\_\_  
Pat Fawver, Utilities Director

October 11, 2023

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

October 11, 2023

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

October 11, 2023

CITY OF MCCOOK  
WATER DEPARTMENT

BID SPECIFICATIONS

TWO (2) NEW/CURRENT MODEL YEAR  
3/4 TON  
FULL SIZED EXT. CAB  
4 X 4 PICKUP TRUCK

## NOTICE TO BIDDERS

The City of McCook is accepting sealed bids for two (2) new/current model year 3/4 ton full sized extended cab pickup truck. Bids will be accepted by the City Clerk at the City Office at 505 West C Street McCook, NE until 2:00 P.M. on Tuesday, November 7, 2023 at which time such bids shall be publicly opened and read aloud in the City Council Chambers. Specifications and instructions to bidders are on file in the office of the City Clerk.

The Council reserves the right to reject any or all bids and to waive any irregularities. In addition, The City of McCook reserves the right to purchase from the State of Nebraska bid on all supplies, equipment, or services. City of McCook Code of Ordinances § 34.30 (J)

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

Publish: October 20 & 27, 2023

## INSTRUCTIONS TO BIDDERS

### 1. Defined Terms.

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

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

### 2. Delivery.

- 2.1. Two (2) new/current model year 3/4 ton full sized extended cab 4 x 4 pickup truck shall be F.O.B., McCook, Nebraska.
- 2.2. Delivery date - within 60-days from Notice of Award. Unless a another period of days is agreed upon by purchaser and seller

### 3. Qualifications of Bidders.

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

**4. Interpretations and Addenda.**

- 4.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Director of Utilities. Interpretations or clarifications in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Clerk as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

**5. Bid Form.**

- 5.1. The Bid Form is included with the Bidding Documents.
- 5.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 5.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 5.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 5.5. All names must be typed or printed in black ink below the signature.

- 5.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 5.7. The address and telephone number of communications regarding the Bid must be shown.
- 5.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided.

**6. Submission of Bids.**

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "BID ON TWO (2) NEW/CURRENT MODEL YEAR 3/4 TON 4 X 4 EXTENDED CAB PICKUP TRUCK", and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Bids arriving at the City Office by mail or other delivery method after the closing date and time will not be opened.

**7. Modification and Withdrawal of Bids.**

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

**8. Opening of Bids.**

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

9. **Award of Bid.**

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

## GENERAL SPECIFICATIONS

### TWO (2) NEW CURRENT MODEL YEAR 3/4 TON FULL SIZED EXT. CAB 4 X 4 PICKUP TRUCK

#### GENERAL:

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

Any vehicle not conforming to these specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements unless deviations have been cited by the bidder.

#### INTENT:

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

The vehicle furnished under these specifications shall be the latest model offered at time of bid to the general trade, at least equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory.

The vehicle must meet or exceed the following minimum specifications. Any additions, deletions or variations from the following specifications must be noted. These specifications shall be construed as minimum. Should the manufacturer's latest specifications exceed these, they shall be considered minimum and shall be furnished. It is also required that the bidder furnish descriptive literature and any additional specifications

or information necessary to qualify the equipment he proposes to furnish.

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

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

The vehicle shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel injection, carburetors, engines and accessories.

An engine with oversized bores, undersized main bearings or non-standard size pins will not be acceptable under these specifications.

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

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

The bidder shall satisfy to the City of McCook that he maintains a store or a branch store, with qualified servicemen and with provisions for storing a representative supply or parts for the machine offered and with provisions for securing parts from the manufacturer within a reasonable length of time.

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

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

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

**Definitions:**

**New:** Shall mean as supplied by the manufacturer, not previously owned by any person or persons for business or personal use.

**Regular Cab:** Shall mean a single cab with one row of seating.

**Bidder:** Person, Dealer, or company submitting price for requested vehicle, equipment, material or supplies.

**MINIMUM SPECIFICATIONS**

**TWO (2) NEW CURRENT MODEL YEAR 3/4 TON FULL SIZED EXT. CAB 4 X 4 PICKUP TRUCK**

Meets Specification - Please Indicate - (if other explain on comment line).

All items listed below are required. If there is an exception, a detailed explanation must be provided.

YES	EXCEPTION	I. BODY
___	_____	A. Exterior color: Bright white, clearcoat or other factory color specified on order.  Interior color: Interior color and seat covering for white vehicle to be specified after bid has been awarded.
___	_____	B. Locks: Two (2) set of keys with fobs required for the vehicle.
___	_____	C. Doors: Power door locks are required
___	_____	D. Seats: Seats shall be heavy duty construction guaranteed by manufacturer not to break down for at least three (3) years or 36,000 miles with heavy duty nylon cloth or vinyl seat covering. With 40-20-40 or 40-60 bench type seat with folding back
___	_____	E. Windows: Side/door windows shall be operated by electric,
___	_____	F. Headroom: Factory Recommended
___	_____	G. Air Conditioning: Best grade factory-installed air

conditioner, manually controlled. To include all extra items normally included in the factory package.

- \_\_\_ \_\_\_\_\_ H. Floor Coverings: Heavy duty vinyl or rubber With molded heavy duty floor mats.
- \_\_\_ \_\_\_\_\_ I. 12 Volt Accessory Port: Required 12 volt usb accesory ports. 2 minimum
- \_\_\_ \_\_\_\_\_ J. Windshield Wipers: Factory Recommended
- \_\_\_ \_\_\_\_\_ K. Clock:
- \_\_\_ \_\_\_\_\_ L. A.M./F.M. Stereo Radio, must be hands free and Bluetooth.
- \_\_\_ \_\_\_\_\_ M. Under-coated: full factory undercoating or zinc coating required. Extra undercoating by dealer not required unless necessary to meet factory standards.
- \_\_\_ \_\_\_\_\_ N. Rear View Mirrors: Factory Recommended
- \_\_\_ \_\_\_\_\_ O. Fuel Tank: 20 gallon minimum.
- \_\_\_ \_\_\_\_\_ P. Vehicle shall have a full size cab with 8' pickup box, the box shall have a minimum length at floor of 96 inches.
- \_\_\_ \_\_\_\_\_ Q. Hood Release: Factory Recommended
- \_\_\_ \_\_\_\_\_ S. License Plate Brackets: Factory Recommended
- \_\_\_ \_\_\_\_\_ T. Gross Vehicle Weight: The gross vehicle weight rating shall be a minimum of 8,600 lbs.
- \_\_\_ \_\_\_\_\_ U. Bumpers: Factory Recommended

- |     |       |  |   |
|-----|-------|--|---|
| ___ | _____ |  | V. Towing Package: Shall be heavy duty with class V receiver mounted to the frame, and having a 2 ½ inch square receiver opening. |
| ___ | _____ |  | W. Light: Factory Recommended   |

Comments

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- | YES | EXCEPTION |  | II. ENGINE AND DRIVE TRAIN  |
|-----|-----------|--|---|
| ___ | _____     |  | A. Engine: shall be gasoline/ethanol powered 8 cylinder overhead valve fuel injected V-design engine with a minimum displacement of 5.7 liter.  |
| ___ | _____     |  | B. Transmission: Fully automatic, heavy duty, electronic 6 speed. To be equipped with a factory engineered and installed oil cooler of suitable design to keep the automatic transmission fluid at an efficient temperature (if available). |
| ___ | _____     |  | C. Drive Train: Factory Equipped Four Wheel Drive.  |
| ___ | _____     |  | D. Transfer Case: Either a floor mounted transfer case; or electronic, on the fly 2-wheel to 4-wheel transfer case shifter.   |
| ___ | _____     |  | E. Air Cleaner: Factory Recommended   |
| ___ | _____     |  | F. Cooling System: Factory Recommended  |

\_\_\_ \_\_\_\_\_

G. Axle Ratio: To be manufacturer's recommended ratio for this type of vehicle.

\_\_\_ \_\_\_\_\_

H. Exhaust System – Factory Recommended

Comments

\_\_\_\_\_

\_\_\_\_\_

YES            EXCEPTION    III.    SUSPENSION SYSTEM

\_\_\_ \_\_\_\_\_

A. Wheel Base: Minimum wheel base shall be 133 inches.

\_\_\_ \_\_\_\_\_

B. Suspension system: Will be heavy duty, equipped with heavy duty shock absorbers, front and rear, and stabilizer or sway bars, if available as standard equipment.

\_\_\_ \_\_\_\_\_

C. Steering: Factory Recommended

\_\_\_ \_\_\_\_\_

D. Brakes: Factory Recommended

\_\_\_ \_\_\_\_\_

E. Wheels: Five 17 inch (or larger) wheels of the type recommended by the manufacturer for the vehicle and hub caps.

\_\_\_ \_\_\_\_\_

F. Tires: Must be 10 ply rated and All terrain

Comments

\_\_\_\_\_

\_\_\_\_\_

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YES            EXCEPTION    IV.    ELECTRICAL SYSTEM

- |     |       |    |   |
|-----|-------|----|---|
| ___ | _____ | A. | Ignition System: Factory Recommended                |
| ___ | _____ | B. | Battery: Factory Recommended                        |
| ___ | _____ | C. | Alternator: Factory Recommended                     |
| ___ | _____ | D. | Voltage Regulator: Fully transistorized and sealed. |
| ___ | _____ | E. | Spark Plugs: Factory recommended.                   |

Comments

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YES    EXCEPTION            V.    SPECIAL FEATURES

- |     |       |    |   |
|-----|-------|----|---|
| ___ | _____ | A. | Electronic speed control (cruise control) |
| ___ | _____ | B. | Factory installed step bars               |
| ___ | _____ | C. | Factory installed mud flaps on front      |

Comments

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YES      EXCEPTION

VI.      MISCELLANEOUS

\_\_\_\_      \_\_\_\_\_

A.      The standard complement of tools, standard jack and wheel wrench, and a full size spare wheel shall be provided, together with facilities for storage.

\_\_\_\_      \_\_\_\_\_

B.      Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.

\_\_\_\_      \_\_\_\_\_

C.      It shall be the responsibility of the manufacturer supplying the vehicle to maintain an adequate stock of all regular and special parts within the State of Nebraska to meet the continuing service and repair parts needs of the department without undue delay.

\_\_\_\_      \_\_\_\_\_

D.      The manufacturer's standard warranty shall be stated in the bid. A minimum warranty of three (3) years, 36,000 miles, or the manufacturer's standard warranty, whichever is greater, is required. A minimum of six (6) years, 100,000 miles rust warranty or manufacturer's standard corrosion warranty is required.

Comments

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NOTICE: ANY DEVIATIONS FROM THESE SPECIFICATIONS MUST BE SEPARATELY LISTED. OTHERWISE, IT WILL BE ASSUMED THAT THE BID MEETS THE SPECIFICATIONS IN ALL RESPECTS.

# BID FORM

Specification No. 10-2023-2024

Bids are due at the city office no later than 2:00 PM November 7, 2023

City of McCook  
505 West C Street  
P.O. Box 1059  
McCook, NE 69001-1056

NOTE: All equipment shall be factory-installed and shall be considered to be under factory warranty.

BID PRICE ON TWO (2) NEW/CURRENT MODEL YEAR  
3/4 TON FULL SIZED EXTENDED CAB 4 X 4 PICKUP TRUCK

BID AMOUNT \$ \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_

This Bid Submitted by: \_\_\_\_\_

(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

CONTACT PERSON: Pat Fawver, Utilities Director  
308-345-2022, ext 223 or  
308-340-0891

The City of McCook reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part any bid, and to exercise its own judgement as to the best proposal received.

This Form to be completed by City of McCook

**NOTICE OF AWARD**

TO:

PROJECT: Two (2) New/Current Model Year  
3/4 Ton Full Sized Extended Cab 4 X 4 Pickup Truck  
City of McCook Water Utilities  
Specification No. 10-2023-2024

The City has considered the BID submitted by you for the above described project in response to its Advertisement for Bids and Information for Bidders dated \_\_\_\_\_. You are hereby notified that your BID in the amount of \$\_\_\_\_\_ has been accepted for this project and you are authorized to proceed on this the \_\_\_ day of \_\_\_\_\_. As per your bid a delivery date of no later than \_\_\_\_\_ has been set.

Pat Fawver  
Utility Director

Please return one (1) signed copy of this NOTICE OF AWARD to:

City of McCook  
P.O. Box 1059  
McCook, NE 69001  
FAX Number: 308-345-1461

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

COMPANY NAME \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

Specs Mailed to:

Wagner Ford-Mercury-Toyota

211 West 2nd

McCook NE 69001

Wagner Chevrolet Buick Pontiac Cadillac

201 East B Street

McCook NE 69001

Deveny Motors

401 East B

McCook NE 69001

Janssen Kool Honda

PO Box 279

McCook NE 69001

CITY MANAGER'S REPORT  
October 16, 2023 CITY COUNCIL MEETING

ITEM: **2.I.**

RECOMMENDATION:

Approve specifications for 1 new current model year ½ ton 4-wheel drive extended cab pickup and set date to receive bids for November 7, 2023, at 2:00 p.m.

BACKGROUND:

The current budget has provisions for the Water Department to purchase one (1) new ½ ton 4-wheel drive extended cab pickup. The new vehicle will replace an existing 2007 GMC Sierra bought in October of 2011 for the Water Treatment Plant.

FISCAL IMPACT: None

APPROVALS:

  
\_\_\_\_\_  
Pat Fawver, Utility Director

Date: 10-11-2023

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

Date: 10-11-23

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

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

**CITY OF MCCOOK  
WATER DEPARTMENT**

**BID SPECIFICATIONS**

**ONE (1) NEW  
1/2 TON  
FULL SIZED EXTENDED CAB  
4X4 PICKUP TRUCK**

## NOTICE TO BIDDERS

The City of McCook is accepting sealed bids for one (1) new Current Model 1/2-ton full sized extended cab 4x4 pickup truck. Bids will be accepted by the City Clerk at the McCook City Offices until 2:00 P.M. on November 7, 2023, and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center. Specifications and instructions to bidders are on file in the office of the City Clerk.

The Council reserves the right to reject any or all bids and to waive any irregularities. In addition, the City of McCook reserves the right to purchase from the State of Nebraska bid on all supplies, equipment, or services. City of McCook Code of Ordinances. § 34.30 (J).

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

Publish: October 20 & 27, 2023

## INSTRUCTIONS TO BIDDERS

### 1. Defined Terms.

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

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

### 2. Delivery.

- 2.1. One (1) new Current Model 1/2-ton full sized extended cab 4x4 pickup truck shall be F.O.B., McCook, Nebraska.
- 2.2. Delivery date - within 60-days from Notice of Award

### 3. Qualifications of Bidders.

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

### 4. Interpretations and Addenda.

- 4.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Director of Utilities. Interpretations or clarifications in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Clerk as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

## **5. Bid Form.**

- 5.1. The Bid Form is included with the Bidding Documents.
- 5.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 5.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 5.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 5.5. All names must be typed or printed in black ink below the signature.
- 5.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 5.7. The address and telephone number of communications regarding the Bid must be shown.
- 5.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided.

## **6. Submission of Bids.**

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "*BID ON ONE (1) NEW CURRENT MODEL 1/2 TON EXTENDED CAB 4X4 PICKUP TRUCK*", and name and address of Bidder. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

## **7. Modification and Withdrawal of Bids.**

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

## **8. Opening of Bids.**

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

**9. Award of Bid.**

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

## GENERAL SPECIFICATIONS

### One (1) New Current Model 1/2 Ton Full Sized Extended Cab 4X4 pickup truck

#### GENERAL:

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

Any vehicle not conforming to these specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements unless deviations have been cited by the bidder.

#### INTENT:

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

The vehicle furnished under these specifications shall be the latest model offered at time of bid to the general trade, at least equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type of vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory.

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

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

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

The vehicle shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel injection, carburetors, engines and accessories. An engine with oversized bores, undersized main bearings or non-standard size pins will not be acceptable under these specifications.

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

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

The bidder shall satisfy to the City of McCook that he maintains a store or a branch store, with qualified servicemen and with provisions for storing a representative supply or parts for the machine offered and with provisions for securing parts from the manufacturer within a reasonable length of time.

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

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

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

**MINIMUM SPECIFICATIONS  
ONE (1) NEW CURRENT MODEL YEAR 1/2 TON  
FULL SIZE EXTENDED CAB 4 X 4 PICKUP**

Meets Specification - Please Indicate - (if other explain on comment line).

**All items listed below are required. If there is an exception, a detailed explanation must be provided.**

YES	EXCEPTION	I. <u>BODY</u>
_____	_____	A. Exterior color: Bright white, clearcoat or other factory color specified on order.  Interior color: Interior color and seat covering for white vehicle to be specified after bid has been awarded.
_____	_____	B. Locks: Three (2) sets of keys required for the vehicle.
_____	_____	C. Doors: To be the type recommended by the manufacturer. Power door locks are required.
_____	_____	D. Seats: Seats shall be heavy duty construction guaranteed by manufacturer not to break down for three (3) years or 36,000 miles with heavy duty nylon cloth or vinyl seat covering.
_____	_____	E. Windows: A tinted windshield is required. Side/door windows shall be operated by electric, commonly referred to as power windows.
_____	_____	F. Headroom: A minimum of 39.1 inches of headroom shall be provided for the occupants.
_____	_____	G. Air Conditioning: Best grade factory-installed air conditioner, manually controlled. To include all extra items normally included in the factory package.
_____	_____	H. Floor Coverings: Heavy duty vinyl/rubber and molded rubber floor mats.
_____	_____	I. Cigarette Lighter: Required or USB Accessory Ports (12 volt).
_____	_____	J. Windshield Wipers: Electrically operated, multiple speed, manually controlled with electric windshield washer and jets to each wiper blade. The wiper shall be of intermittent type.
_____	_____	K. Clock: To be electric. Clock in radio dial face is acceptable.
_____	_____	L. A.M./F.M. Stereo Radio with Bluetooth hands-free connectivity.

- |       |       |   |
|-------|-------|---|
| _____ | _____ | M. Under-coated: full factory undercoating, or zinc coating required. Extra undercoating by dealer not required unless necessary to meet factory standards. |
| _____ | _____ | N. Rear View Mirrors: Interior to have day or night tab or automatic (selector type non-glare). Two matching outside mirrors, mirrors on both doors.        |
| _____ | _____ | O. Fuel Tank: 20 gallon minimum.  |
| _____ | _____ | P. The vehicle shall have a full-size extended cab with 8' box.   |
| _____ | _____ | Q. Hood Release: In driver's compartment.   |
| _____ | _____ | S. License Plate Brackets: Vehicle shall be equipped with front license plate brackets.   |
| _____ | _____ | T. Gross Vehicle Weight: The gross vehicle weight rating shall be a minimum of 6400 lbs.  |
| _____ | _____ | U. Bumpers: Manufacturer's front bumper and rear bumper.  |
| _____ | _____ | Comments  |

**YES    EXCEPTION**

**II. ENGINE AND DRIVE TRAIN**

- |       |       |   |
|-------|-------|---|
| _____ | _____ | A. Engine: Engine to be a minimum 5.0-liter, eight-cylinder, overhead valve, V-design engine, and have a fuel injection fuel system.  |
| _____ | _____ | B. Transmission: Fully automatic, heavy duty, and electronic. To be equipped with a factory engineered and installed oil cooler of suitable design to keep the automatic transmission fluid at an efficient temperature (if available).   |
| _____ | _____ | C. Drive Train: Four Wheel Drive.   |
| _____ | _____ | D. Transfer Case: Either a floor mounted transfer case; or electronic, on the fly 2-wheel to 4-wheel transfer case shifter.   |
| _____ | _____ | E. Air Cleaner: to be of a dry type.  |
| _____ | _____ | F. Cooling System: Heavy duty, maximum capacity radiator of a pressurized design is required, having a maximum cooling capacity adequate to provide a safe margin of cooling when operated under extreme conditions. A coolant recovery system is required. Hose clamps shall be the steel metal band or wire type.<br><br>Antifreeze to 25 degrees below zero Fahrenheit required. |
| _____ | _____ | G. Axle Ratio: To be manufacturer's recommended ratio for this type of vehicle.   |
| _____ | _____ | H. Exhaust System - to be manufacturer's recommended type for this type of vehicle.   |

YES      EXCEPTION

III. SUSPENSION SYSTEM

- |       |       |   |
|-------|-------|---|
| _____ | _____ | A. Wheelbase: Minimum wheelbase shall be 133 inches.  |
| _____ | _____ | B. Suspension system: Will be heavy duty, equipped with heavy duty shock absorbers, front and rear, and stabilizer or sway bars, if available as standard equipment.                      |
| _____ | _____ | C. Steering: Power steering required.   |
| _____ | _____ | D. Brakes: Power, heavy duty fade-resistant front disc brakes, heavy duty lining rear brakes. (Disc brakes on all four wheels are acceptable, an anti-lock braking system is acceptable). |
| _____ | _____ | E. Wheels: Five 16-inch (or larger) wheels of the type recommended by the manufacturer for the vehicle and hub caps.  |
| _____ | _____ | F. Tires: Five tubeless radial tires of the type recommended by the manufacturer for the vehicle, with an all-terrain rating.   |

Comments

---

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YES      EXCEPTION

IV. ELECTRICAL SYSTEM

- |       |       |  |
|-------|-------|--|
| _____ | _____ | A. Ignition System: 12-volt, solid state. The wiring harness shall be high tension resistor wiring, high-heat resistance, with high dielectric strength insulation.  |
| _____ | _____ | B. Battery: 12-volt, heavy duty, manufacturer's maximum cold cranking power battery. A terminal post connected to the positive battery cable and capable of carrying 45 amperes shall be provided in the engine compartment. This terminal shall be in a location easily accessible from the top side of the engine compartment and near the battery. If this is not available, the positive cable may be of the type that attaches to battery posts by means of a bolt and nut. (Battery cable spring-loaded or drive-on devices are not acceptable). |
| _____ | _____ | C. Alternator: Minimum 100 ampere. Minimum capacity SAE output at engine curb idle speed not less than 45 amperes. An alternator shall be of the type that parts, and repairs are available at authorized dealers of the make of vehicle furnished.  |
| _____ | _____ | D. Voltage Regulator: Fully transistorized and sealed.   |
| _____ | _____ | E. Spark Plugs: Factory recommended.   |

Comments

---

---

YES    EXCEPTION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. SPECIAL FEATURES

- A. Electronic speed control.
- B. Factory installed mudflaps at all 4 tire positions.
- C. Factory installed sidestep bars or running boards.

Comments

\_\_\_\_\_  
\_\_\_\_\_

YES    EXCEPTION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VI. MISCELLANEOUS

- A. The standard complement of tools, standard jack and wheel wrench, and a full-size spare wheel & tire shall be provided, together with facilities for storage.
- B. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
- C. It shall be the responsibility of the manufacturer supplying the vehicle to maintain an adequate stock of all regular and special parts within the State of Nebraska to meet the continuing service and repair parts needs of the department without undue delay.
- D. The manufacturer's standard warranty shall be stated in the bid. A minimum warranty of three (3) years, 36,000 miles, or the manufacturer's standard warranty, whichever is greater, is required. A minimum of six (6) years, 100,000 miles rust warranty or manufacturer's standard corrosion warranty is required.

Comments

\_\_\_\_\_  
\_\_\_\_\_

**NOTICE: ANY DEVIATIONS FROM THESE SPECIFICATIONS MUST BE SEPARATELY LISTED. OTHERWISE, IT WILL BE ASSUMED THAT THE BID MEETS THE SPECIFICATIONS IN ALL RESPECTS.**

# BID FORM

**NOTE:** All equipment shall be factory-installed and shall be under factory warranty.

BID PRICE ON ONE (1) NEW CURRENT MODEL YEAR  
1/2 TON FULL SIZED EXTENDED CAB 4X4 PICKUP TRUCK

BID AMOUNT \$ \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_

This Bid Submitted by: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**CONTACT PERSON: Pat Fawver, Utilities Director**  
308-3456-2022 EXT. 223 or 340-0891

The City of McCook reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part any bid, and to exercise its own judgement as to the best proposal received.

**NOTICE OF AWARD**

**TO:**

**PROJECT:** One (1) New Current Model  
1/2 Ton Full Sized Extended Cab 4X4 Pickup Truck  
City of McCook Water Utilities

The City has considered the BID submitted by you for the above-described project in response to its Advertisement for Bids and Information for Bidders dated

*Approved by:* \_\_\_\_\_ *Utility Director for the City of McCook*  
Pat Fawver

Please return one (1) signed copy of this NOTICE OF AWARD to:

City of McCook  
P.O. Box 1059  
McCook, NE 69001

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_  
day of \_\_\_\_\_, 2023.

**COMPANY NAME**

\_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

Specs Mailed to:

Deveny Motors  
401 East "B" Street  
McCook NE 69001

Janssen Kool Honda  
PO Box 279  
McCook NE 69001

Wagner Chevrolet  
201 East B  
McCook NE 69001

Wagner Ford-Toyota, Inc.  
211 West 2<sup>nd</sup>  
McCook NE 69001

**CITY MANAGER'S REPORT  
OCTOBER 16, 2023 CITY COUNCIL MEETING**

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**ITEM: 2.J.**

**RECOMMENDATION:**

**APPROVE THE PLANS AND SPECIFICATIONS FOR THE BUSINESS PARK PHASE II SANITARY SEWER AND WATER MAIN EXTENSION PROJECT AND SET THE TIME AND DATE TO RECEIVE BIDS AS 2:30 P.M. NOVEMBER 7, 2023**

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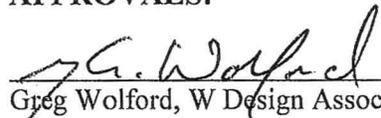
**BACKGROUND**

This project is the water and sanitary sewer for the Phase II expansion of the McCook Business Park. We are separating the utility work out from the grading and paving because Performance Plus, the business that will be occupying Lot 1, wants to begin construction as soon as possible and would like utilities early this spring. The specifications call for the contractor to provide a completion date, and the award can be based on both price and completion date. Realistically however, most contractors are pretty busy right now.

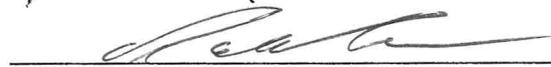
The cost for these improvements is being paid for with TIF financing through MEDC.

**FISCAL IMPACT:** None.

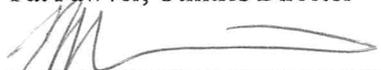
**APPROVALS:**

  
\_\_\_\_\_  
Greg Wolford, W Design Associates

Date: 11 Oct 23

  
\_\_\_\_\_  
Pat Fawver, Utilities Director

Date: 10-11-2023

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

Date: 10-11-23

**BID PROPOSAL, CONTRACT DOCUMENTS  
AND SPECIFICATIONS**

**for**

**THE CITY OF McCOOK  
BUSINESS PARK PHASE II WATER AND SEWER  
McCOOK, NEBRASKA**

**OCTOBER, 2023**



CERTIFICATE OF AUTHORIZATION: CA0011

**PREPARED BY  
W DESIGN ASSOCIATES  
CONSULTING ENGINEERS AND ARCHITECTS  
MCCOOK/HASTINGS, NEBRASKA**

## TABLE OF CONTENTS

<u>GENERAL INSTRUCTIONS</u>	<u>SECTION</u>
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Instructions to Bidders	00100
Proposal Form	00310
Bid Bond	BB - 1

### GENERAL CONDITIONS AND CONSTRUCTION CONTRACT

General Conditions* AIA A201, 2017 Edition	
Supplementary Conditions	00800
Notice of Award	NA - 1
Contract	00500
Performance Bond	PF - 1
Payment Bond	PB - 1
Certificate of Insurance	
Notice to Proceed	NP - 1

\*These AIA Documents shall be considered a part of these written Contract Documents as if attached hereto and herein written.

### DETAILED SPECIFICATIONS

SUMMARY OF WORK	01010
ALTERNATE MATERIALS OR METHODS	01100
EXISTING FACILITIES	01800
CONSTRUCTION, QUALITY ASSURANCE, QUALITY CONTROL	01900
TRENCH EXCAVATION AND BACKFILLING	02220
WATER DISTRIBUTION SYSTEM	02510
SANITARY SEWER	02560

## ADVERTISEMENT FOR BIDS

The City of McCook, Nebraska will receive bids for the Business Park Phase II Water and Sewer Project. Sealed bids prepared in accordance with the Plans and Specifications will be accepted at the Office of the Clerk, P.O. Box 1059 or City Office, McCook, Nebraska 69001 until 2:30 P.M. CDST on November 7, 2023 and then will be immediately publicly opened and read aloud in the City Council Chambers, City Office, McCook, Nebraska.

All bids must be made on the Proposal Form provided with the Plans and Specifications as prepared by W DESIGN ASSOCIATES, Consulting Engineers and Architects. Bids received after the closing will be returned unopened and shall not be considered.

Contractors may obtain paper Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$75.00 for each set requested. One half of the deposit shall be refunded if a bid is submitted and the Plans and Specifications are returned in good condition within ten days after the bid opening. Electronic copies of the plans and specifications may be obtained at NO COST by calling Breanna Spitz at 402-463-2377 or by email to [Breanna@wdesignea.com](mailto:Breanna@wdesignea.com).

Each bid shall be accompanied by a certified check, cashiers check or bid bond in an amount of not less than five percent (5%) of the total bid amount, and shall be made payable to The City of McCook as security that the bidder to whom the contract may be awarded will enter into contract to construct the project and give bond in the sum of the total contract amount for the construction of the project. Checks accompanying bids not accepted shall be returned to the bidders. Performance and Payment Bonds will be required for this project.

No bid shall be withdrawn after opening the bids without the consent of the Owner for a period of 45 days.

The Owner reserves the right to accept, reject or negotiate any or all bids and to waive any irregularity in the bidding.

Date: October 10, 2023  
Publish: October 19 & 26, November 2, 2023

Lea Ann Doak, Clerk  
City of McCook

## 00100 - INSTRUCTIONS TO BIDDERS

### A. PROJECT DESCRIPTION

The City of McCook will receive sealed bids for the Business Park Phase II Water and Sewer Project and associated work as described in the Plans and Specifications.

### B. PROPOSALS

1. Proposals will be received for the work as described in the Summary of the Work at the date, time and location stated in the Advertisement for Bids or as modified by addendum.
2. Bids received after closing time will not be considered.

### C. METHOD OF BIDDING

1. A Contractor shall bid the work shown on the Proposal Form and as described in the Summary of the Work, Section 01010. A Contractor may bid either or both of the contracts.

### D. EXAMINATION OF PREMISES AND CONTRACT DOCUMENTS

1. Before submitting his bid, each bidder must (a) examine the contract documents thoroughly, (b) visit the premises to familiarize himself with local conditions that may in any manner affect performance of the work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the work, and (d) carefully correlate his observations with the requirements of the contract documents.
2. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this Paragraph D.

### E. PREPARATION OF PROPOSAL

1. Each bidder must obtain a blank form of proposal from the office of the engineer or as attached herewith and prepare and submit his proposal thereon.
2. Each proposal must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted.
3. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as indicated in the Proposal Form.

### F. BONDS

1. Bid security shall be made payable to The City of McCook in the amount of five percent (5%) of the Proposal sum. Security shall be either certified check, cashiers check or bid bond issued by surety licensed to conduct business in the State of Nebraska. The successful bidder's security will be retained until he has signed the contract and furnished the required payment and performance bonds. The Owner reserves the right to retain the security of the next two

lowest bidders until the lower bidder enters into contract or until ten days after bid opening whichever is the shorter. All other bid security will be returned as soon as practicable. If a bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty.

2. The Contractor who is awarded the construction contract will be required to provide Performance and Payment Bonds in the amount of 100% of the contract amount.

#### G. BIDDING DOCUMENTS

1. Bidding documents may be examined at the following locations.

1.1. Offices of the Engineer,

W Design Assoc.  
214 East 1<sup>st</sup> St., P. O. Box 99  
McCook, NE 69001

W Design Assoc.  
2626 West 2nd St.  
Hastings, NE 68901

1.2. Office of the Clerk,

City of McCook  
West 5<sup>th</sup> and C St.  
McCook, NE 69001

#### H. DEPOSIT ON BIDDING DOCUMENTS

1. Registered paper plan holders may obtain a refund of one half of the deposit by returning usable sets of Plans and Specifications to the Engineer in good condition no later than ten (10) days after Proposals have been opened.

#### I. RIGHT OF OWNER

1. The Owner reserves the right to reject any or all bids or to waive irregularities in the bidding.

2. No bid may be withdrawn for a period of forty-five (45) days subsequent to the opening of the bids without the consent of the Owner.

#### J. NEBRASKA SALES AND USE TAX

1. The Contractor shall not include Sales and Use taxes in his or her bid, except on all items pertaining to the water main extensions and water service lines. This project is sales tax exempt for the street and sanitary sewer portions of the project, but not the water portion. The City will furnish the Contractor the required forms to act as its purchasing agent where applicable.

#### K. AWARD OR REJECTION OF BIDS

1. The Contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest Bid, subject to the Owner's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding. Time of completion as well as price will be a consideration in the award of the bid.

## L. DEFINED TERMS

1. Terms used in these Instructions to Bidders which are defined in the General Conditions of the Contract for Construction, Document A201, 2017 edition, shall have the meanings assigned to them in the General Conditions.

2. All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the bidding documents. Questions received less than seven calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3. Substitution of materials or quality from that which is specified herein shall not be allowed unless approved by the Engineer prior to bid date. Proposals shall be based on the materials and/or quality as specified herein.

4. Requests for substitutions shall be accompanied by complete manufacturer's catalog information with the specific item clearly indicated. Proposals NOT DONE in this manner will be rejected.

## M. COMPLETION DATES & LIQUIDATED DAMAGES

1. The contractor has two options for completion of this project. The work may be scheduled immediately to be completed this fall, or the contractor may wait and complete the work in the spring. However, if the contractor chooses to begin work this fall, it is expected that the Contractor will finish this fall as well. Under no circumstances will the contractor be allowed to keep this project open and unfinished through the winter. Contractors not completing their work by the completion date proposed on the bid form shall agree to pay as liquidated damages of the amount shown on the bid form.

## L. SPECIAL INSTRUCTIONS TO BIDDERS

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color or national origin.

3. The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §48-1101 through 48-1126 (Reissue 1998). The Contractor shall include this requirement in all subcontracts entered into pursuant to this agreement.

## PROPOSAL FORM

Mayor and Council Members  
McCook, NE

\_\_\_\_\_, 2023

The undersigned, having inspected the site for the proposed construction and being familiar with all conditions of the work, including Drawings and Specifications thereof entitled "Business Park Phase II Water and Sewer Project", McCook, Nebraska dated October, 2023, and including Addenda or Instructions issued during the estimate period, all as prepared by W DESIGN ASSOCIATES, hereby offers to furnish all plant, labor, equipment, materials and operations required for the complete and prompt execution of all work described in, or shown in, or reasonably implied by the above mentioned documents for such sums as detailed hereinafter:

ITEM	DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
				\$	\$
1.	Mobilization	1	Lump Sum	_____	_____
2.	48" Precast Manhole	3	Each	_____	_____
3.	Tap Existing Manhole	2	Each	_____	_____
4.	8" PVC Sewer Main	711.4	Lin. Ft.	_____	_____
5.	4" PVC Sewer Main	100	Lin. Ft.	_____	_____
6.	8" x 8" x 4" PVC Tee	4	Each	_____	_____
7.	4" x 45° PVC Tee	4	Each	_____	_____
8.	Fire Hydrant – 5'-0" Bury	3	Each	_____	_____
9.	6" Gate Valve & Riser Box	3	Each	_____	_____
10.	6" PVC Main and Tracer Wire	15	Lin. Ft.	_____	_____
11.	10" PVC Main and Tracer Wire	2,266.9	Lin. Ft.	_____	_____
12.	10" D.I. Plug	1	Each	_____	_____
13.	8" x 10" PVC Reducer	1	Each	_____	_____
14.	10" x 10" x 10" PVC Tee	1	Each	_____	_____
15.	10" x 10" x 6" Reducing Tee	3	Each	_____	_____

TOTAL BASE BID \_\_\_\_\_  
 \_\_\_\_\_ (\$ \_\_\_\_\_)

Receipt of Addenda is hereby acknowledged:

No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

I (we) acknowledge that the Owner reserves the right to reject any or all bids, to waive any informalities or technical defects or negotiate with any of the Contractors who have submitted Proposals if the Owner deems it to be for his best interests.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract Documents and Bonds to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner proof of insurance coverage, all within ten days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

The Contractor agrees to begin by \_\_\_\_\_, 20\_\_ and complete the work no later than \_\_\_\_\_, 20\_\_.

The Contractor further agrees that if work is not complete on accepted date the Contractor will pay to the Owner liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day until the day the work is complete and approved.

This Proposal shall remain in effect for a period of forty-five (45) days after the closing time for the receipt of bids.

By \_\_\_\_\_

Address \_\_\_\_\_

Seal (If Corporation)

\_\_\_\_\_

**SAMPLE CONTRACT  
CITY OF MCCOOK, NEBRASKA  
BUSINESS PARK PHASE II WATER AND SEWER PROJECT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of McCook, PO Box 1059, 505 West "C" Street, McCook, Nebraska, 69001 (hereinafter referred to as "City") and \_\_\_\_\_ of \_\_\_\_\_, Nebraska, (hereinafter referred to as "Contractor").

The City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as Business Park Phase II Water and Sewer Project.

**Article 2. ENGINEER - CITY REPRESENTATIVE**

This project has been designed by W Design Associates, Consulting Engineers and Architects, who is hereinafter called "Engineer" and who is to act as the City's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME.**

3.1 The work involved will be completed and ready for final payment on or before \_\_\_\_\_ and within the time allowance described on the proposal form.

3.2 Liquidated Damages. The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the work is not completed within time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay City Two Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for Final Completion until the work is finally complete.

**Article 4. CONTRACT PRICE**

The City shall pay the Contractor for completion of the work in accordance with the Contract Documents at the unit prices set forth herein:

ITEM DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
			\$	\$
1. Mobilization	1	Lump Sum	_____	_____
2. 48" Precast Manhole	3	Each	_____	_____
3. Tap Existing Manhole	2	Each	_____	_____
4. 8" PVC Sewer Main	711.4	Lin. Ft.	_____	_____
5. 4" PVC Sewer Main	100	Lin. Ft.	_____	_____
6. 8" x 8" x 4" PVC Tee	4	Each	_____	_____
7. 4" x 45° PVC Tee	4	Each	_____	_____
8. Fire Hydrant – 5'-0" Bury	3	Each	_____	_____
9. 6" Gate Valve & Riser Box	3	Each	_____	_____
10. 6" PVC Main and Tracer Wire	15	Lin. Ft.	_____	_____
11. 10" PVC Main and Tracer Wire	2,266.9	Lin. Ft.	_____	_____
12. 10" D.I. Plug	1	Each	_____	_____
13. 8" x 10" PVC Reducer	1	Each	_____	_____
14. 10" x 10" x 10" PVC Tee	1	Each	_____	_____
15. 10" x 10" x 6" Reducing Tee	3	Each	_____	_____

TOTAL BASE BID \_\_\_\_\_ (\$ \_\_\_\_\_)

**Article 5. PAYMENT PROCEDURES**

Contractor shall be paid in full within thirty (30) days of final acceptance of the work by the Engineer or City Representative.

**Article 6. CONTRACTOR REPRESENTATIONS**

In order to induce the City to enter into this Agreement, Contractor makes the following representations:

6.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data."

6.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance of furnishing of the Work.

6.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 Contractor is aware of the general nature of the work to be performed by the City and others at the site that relates to the work as indicated in the Contract Documents.

6.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.6 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishings of the work.

#### **Article 7. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between the City and contractor concerning the work consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement (Certificate of Insurance, inclusive).
- 7.3 Performance, Payment and other Bonds.
- 7.4 Notice of Award.
- 7.5 General Conditions AIA A201, 2017 Edition (*These AIA Documents shall be considered a part of these written Contract Documents as if attached hereto and herein written.*)

There are no contract documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

#### **Article 8. Miscellaneous**

8.1 Terms and conditions in this Agreement which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law, and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 City and Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal

representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any law or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 The Contractor shall comply with Fair Labor Standards as required by Neb. Rev. Stat. Sections 73-101 through 73-104 in the pursuit of his business and in the execution of this Agreement.

This Agreement will be effective on \_\_\_\_\_, 2023, (which is the Effective Date of the Agreement).

THE CITY OF McCOOK, NEBRASKA

\_\_\_\_\_

\_\_\_\_\_  
Linda Taylor, Mayor

By: \_\_\_\_\_

(SEAL)

(CORPORATE SEAL)

ATTEST

ATTEST

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

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Address for giving notices  
PO Box 1059  
McCook NE 69001

Address for giving notices  
\_\_\_\_\_  
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## SECTION 01010 - SUMMARY OF THE WORK

### 1. GENERAL

#### A. Business Park Phase II Water and Sewer:

This project involves installation of city water and sanitary sewer lines for an expansion of McCook's Business Park. Site grading, storm sewer and paving will be let as a separate contract.

### 2. TRAFFIC CONTROL

The Contractors will be responsible for traffic control during construction. The only place traffic control will be required is for the sanitary sewer tie into the existing manhole on Ravenswood Road.

### 3. PROJECT TIMING

A new business is being located in the Business Park expansion which will be under construction this fall. The owner of this business desires to have water and sewer available as soon as possible. The contractor shall include on the proposal form a proposed completion date for this work.

The City reserves the right to consider both time of completion and price in the award of the bid.

## SECTION 01100 - ALTERNATE MATERIALS OR METHODS

### 1. ALTERNATE MATERIALS

#### A. Standard Manufacturer

Wherever the terms "Standard", "Recognized" or "Reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment or supplies for a period of over twelve months prior to the date fixed for opening bids.

#### B. "Or Equal" Clause

Whenever, in any section of the contract documents, plans or specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturers of comparable quality, design and efficiency.

A bidder wishing to substitute a material or product in lieu of an item specified shall submit all appropriate information as called out in the Instructions to Bidders. No changes shall be accepted after submission of proposals unless they result in an improvement to the project and are accepted in writing by the Architect/Engineer or result in an acceptable credit to the owner without prejudice to the project and then only if accepted in writing by the Architect/Engineer.

## SECTION 01800 - EXISTING FACILITIES

### 1. GENERAL

Attention is called to the existence of buried water lines, gas lines, sewer lines and telephone lines within the project limits. The Contractor assumes full responsibility for the location and protection of all utilities, buried or overhead, during the construction operations.

**SECTION 01900**  
**CONSTRUCTION, QUALITY ASSURANCE, QUALITY CONTROL**

1. GENERAL

This section covers the surveying, inspection and testing of various aspects of the project which will be completed as a part of the contract. Testing may be required by other specification sections. This summary may not constitute all of the QA/QC requirements for the project.

2. SURVEYING

The Contractor shall provide grade and control staking as necessary, for this project. CAD files (AutoCad) will be made available to the Contractor for surveying or staking or grade control if they were developed as part of the design process at no cost to the Contractor. The Contractor will be required to release the engineer of all liability related to the electronic drawings. The paper drawings, specifications, addendums and approved change orders with the professional stamps constitute the contract documents.

3. TESTING

A. Moisture/Density Testing

The Contractor shall hire an independent testing firm for in place moisture density tests during the project in accordance with Section 02220 and drawing notes.

In-place moisture densities shall be in accordance with ASTM D2167, Test for Density of Soil In-Place by the Rubber Balloon Method or ASTM D6938, Nuclear Density.

B. Concrete Testing

The Contractor shall hire an independent testing firm for concrete quality control testing during the project in accordance with Section 03300 and drawing notes.

C. Corrective Action

Corrective Action in the case of failed tests or unacceptable work identified in inspections shall be either remedied at the contractor's expense to the satisfaction of the A/E and the Owner's representative.

3. MEASUREMENT OF QUANTITIES

All testing shall be included in the bid price for the project.

4. OWNER'S REPRESENTATIVE

The Owner shall appoint a project manager or engineer to act as the Owner's Representative in all phases of construction and testing on this project.

## SECTION 02220 – TRENCH EXCAVATION AND BACKFILLING

### 1. GENERAL

- A. The Contractor shall perform all trench excavation of every description and of whatever substances encountered to the depths shown on the drawings. All excavated materials not required for fill or backfill shall be removed and wasted as indicated on the drawings or as directed by the Engineer.
- B. The Contractor shall preserve intact any underground pipes or other utilities encountered during construction. In case any such utilities or other structures are accidentally broken, they shall be immediately replaced in a condition at least equal to that in which they were found, all at the Contractor's expense.
- C. Unless specified otherwise, all concrete sidewalk, concrete curb and gutter, asphaltic surfacing material, culverts or other materials requiring removal during excavation operations, shall be replaced by the Contractor to the satisfaction of the Engineer. Other specifications located herein may be applicable.

### 2. CONSTRUCTION METHODS

- A. All trench excavation shall be by open cut except that tunneling under pavement and sidewalks may be permitted at the discretion of the Engineer or as directed in these plans. During excavation, material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins. All material not required or not suitable for backfill shall be removed and wasted as indicated on the Drawings or as directed by the Engineer. Banks of trenches shall be kept as nearly vertical as possible and shall be properly sheeted and braced as may be necessary to prevent caving, except that in sand excavation in open areas, where traffic conditions and the proximity of existing structures will permit, sloping banks of trenches will generally be allowed. Trenches below the top of the pipe shall be not less than ten (10) inches nor more than sixteen (16) inches wider than the outside diameter of the pipe to be laid therein. The width of trench above top of pipe may be as wide as necessary for sheeting and bracing and the proper performance of the work. It shall be the contractor's responsibility to meet OSHA, local, State and Federal requirements in performing this work.

The bottom of the trenches shall be accurately graded to line and grade and shall provide uniform bearing and support for each section of the pipe on undisturbed soil at every point along its entire length. Bell holes and depressions for points shall be dug after the trench bottom has been graded, and shall be only of such length, depth, and width as is required for properly making the particular type joint. Care shall be taken not to excavate below the depths indicated. Unauthorized overdepths shall be backfilled with loose, granular, moist earth and thoroughly tamped to grade. Where soft, spongy or otherwise unsuitable material is encountered which will not provide a firm foundation for pipe, the Engineer will direct the extent to which removal and replacement with suitable material shall be made. Where rock excavation is encountered, the rock shall be

excavated to a minimum overdepth of four inches below the trench depths specified. The overdepth rock excavation and all excessive trench excavation shall be backfilled with loose, moist earth or sand and tamped to at least the density of surrounding undisturbed soil.

- B. Where construction of utilities requires cutting and replacing of rigid pavement, the cutting shall be accomplished by use of a concrete saw. The minimum depth of vertical saw cut shall be two inches. The remaining depth of the pavement section may be removed as the Contractor elects, subject to the approval of the Engineer.
- C. Excavation of manholes and similar structures shall be sufficient to leave at least 12 inches between the outer surfaces of the structure and the embankment or timber which may be used to hold and protect the banks.
- D. Trenches shall be carefully backfilled with excavated materials free from clods of earth or stones or frozen material. The backfill material shall be deposited in six (6) inch layers and thoroughly and carefully compacted until the pipe has a cover of not less than one foot for water mains and storm sewers and two feet for sanitary sewer mains. The pipe installation specifications may require additional steps in compaction around the pipe. The remainder of the backfill material shall then be placed in accordance with standard backfilling procedures.

Wherever the trenches have not been properly filled, or if settlement occurs, they shall be reopened to the depth required for proper compaction, refilled, compacted, and smoothed off or mounded as directed by the Engineer. All trench backfill shall be compacted to 90% of Standard Proctor Density except under driveways, sidewalks and streets where 95% compaction will be required. The Engineer will direct compaction tests at random locations and depths as backfilling is performed. The contractor will be required to assist in making excavation for the test as backfilling is performed. The average rate of tests will be approximately two tests per 300 to 500 linear feet depending on results of previous tests. The cost of compaction testing is not part of this contract but the assistance is part of it.

- E. Sewer mains will be checked by the Engineer to determine whether any displacement of the pipe has occurred after the trench has been backfilled to a depth of 2 feet above the pipe and tamped as specified. The test will be by flashing a light between manholes. If by such test, the pipeline shows poor alignment, displaced pipe or any other defects, the defects shall be corrected by the Contractor. The Contractor may wish to demonstrate with the deflection test as described in the Sanitary Sewer Specifications that no deflection in the pipe has occurred during backfilling. In addition, the Contractor shall perform additional deflection testing as described in the Sanitary Sewer Specifications 30 days 30 days after backfill and tamping is complete.
- F. Where trenches are to be excavated in graveled or oiled roadways and when the surfacing material is of such extent and quality that, in the opinion of the Engineer, it can be reused, it shall be piled or windrowed separately from other excavated material and replaced on the roadway surface over the backfilled trench. As an alternate to this procedure the

Contractor, at his option, may disregard the separate handling of existing surface material, and, after backfilling is complete, apply new material sufficient to equal the adjacent existing roadway surface.

- G. In addition to the trenching and backfilling requirements contained in this section, any trenching and backfilling adjacent to or under State Highways or County Roads shall conform to the requirements of that organization and any pipeline permit issued by the State Highway Department or County Road Department as the case may be.

The Contractor will provide all such permits at no expense to the City and any additional construction cost attributable to the permit requirements shall be borne by the Contractor.

- H. The Contractor shall preserve intact any underground pipes or other utilities encountered during construction. In case any such utilities or other structures are accidentally broken, they shall be immediately replaced in a condition at least equal to that in which they were found, all at the Contractor's expense.

- I. All concrete sidewalk, concrete curb and gutter, asphaltic surfacing material or other materials requiring removal during excavation operations, shall be replaced by the Contractor to the satisfaction of the Engineer.

### 3. WARRANTIES

The Contractor shall, for a period of one year after completion and final acceptance of the work, maintain and repair any trench settlement which may occur and shall make suitable repairs to any pavement, sidewalks or other structures which may become damaged as a result of backfill settlement.

## SECTION 02510 - WATER DISTRIBUTION SYSTEM

### I. GENERAL

The work covered by this section of the specifications consists of furnishing all labor, materials and equipment and performing all operations necessary to construct and complete water mains and appurtenances in strict accordance with these specifications, the applicable drawings, and subject to the terms and conditions of the contract.

All pipe and fittings shall be laid in trenches with a minimum cover of 5'-0" over the top of the pipe as shown on the Drawings and/or as directed by the Engineer. Unless otherwise specifically called for in the plans and/or specifications, all pipe and appurtenances thereto shall be new material meeting the requirements of these specifications. The installation of service taps and service lines as required will require a variety of miscellaneous small fittings. These fittings will not be paid for separately but are considered part of the related items on the bid form.

The interior of all pipe and fittings shall be thoroughly cleaned of all foreign material before being lowered into the trench and shall be kept clean during construction operations by means of suitable plugs or otherwise.

No pipe shall be laid in or under water and no pipe shall be laid when the trench or weather conditions are unfavorable for satisfactory work unless specifically approved or directed by the Engineer. In all cases water, regardless of source, shall be kept out of the trench until jointing materials have set.

Excavation, trenching and backfilling shall conform to the applicable requirements set forth in these specifications under the section entitled, "Trench Excavation and Backfilling".

### II. MATERIALS

#### A. PVC Class Water Pipe

PVC water pipe and PVC fittings supplied for this Project shall be a minimum of Class 150 designed and manufactured for a working pressure of 150 pounds per square inch and the same shall conform to the American Water Works Association AWWA C900.

All pipe shall be manufactured from 12454B compounds per ASTM D1784. It shall carry the National Sanitation Foundation (NSF) seal of approval. Except where pipe is installed by a boring method, all pipe shall be joined by a gasketed bell socket which conforms to the requirements of ASTM D3139 with a gasket that conforms to ASTM F477. Pipe installed by a boring or directional drilling method shall be CertainTeed C900/RJ or RJIB restrained joint pipe system or approved equal. The pipe shall be capable of withstanding a pressure test as specified below. The pipe manufacturer shall supply a certification statement advising that the pipe material meets or exceeds the requirements of AWWA's requirements for PVC pipe.

B. Ductile Iron Fittings

All fittings supplied for this project shall be of ductile iron compact fittings conforming to ANSI A21.53, AWWA C153, with mechanical joints conforming to ANSI A21.11, AWWA C111, and cement mortar lining conforming to ANSI A21.4, AWWA C104, or the latest revisions thereof. They should be rated at 350 psi and tested in accordance with ANSI A21.10, AWWA C110, or the latest revision thereof. Any length of pipe or any fitting found to be defective in materials or workmanship shall be rejected. All pipe and fittings shall be installed as hereinafter specified.

C. Valves

Unless otherwise specifically called for in these specifications or in the Drawings, all shut off valves 2" size and larger indicated on the Drawings, shall be ductile iron body resilient seated gate valves. They shall be American Flow Control Model AFC-2500, Mueller A-2360 or M&H Style 3067 with type of ends to fit the pipe to which they are to be connected. All valves shall meet the requirements of the latest standard specifications of AWWA C509. All gate valves shall have a clear waterway equal to the full nominal diameter of the valve.

Unless otherwise indicated, all gate valves shall be of the nonrising stem type and shall be opened by turning to the counterclockwise. The operating nut or wheel shall have an arrow cast thereon indicating the direction of opening. All gate valves 2" size and larger shall have a 2" square operating nut. All valves shall have centralizers to center the riser and shall have mud plugs installed in the valve box.

Each valve shall have the manufacturer's name or trademark, pressure rating and year in which it was made cast on the body. Each valve shall be designed for a working pressure equal to or greater than that of the class of pipe to which it is connected.

All gate valves located below ground shall be provided with a cast iron valve box and lid extending to finished ground surface. The box shall be designed for the size of valve on which it is to be used and of such diameter and so installed that the valve operating rod may be engaged on the operating nut with ease. The cast iron lid shall have the word "Water" cast thereon. All valve boxes not located in concrete pavement shall be provided a concrete cap as detailed on the drawings.

Fire Hydrant valves shall be located 3'-0" from the fire hydrant.

D. Fire Hydrants

All fire hydrants shall be Mueller No. A-423 or approved equal and shall conform to AWWA C-502. They shall have a 5-1/4" valve opening, two hose connections, one pumper connection, mechanical joint inlet, suitable for 5 foot bury unless noted otherwise and painted red in color.

The hydrant valve shall close with the pressure of the water in the mains. There shall be no obstruction whatsoever in the hydrant which interferes with a free flow of water and creates undue friction loss.

All hydrants shall have a positive drain mechanism which will permit the water to escape readily from the hydrant barrel when the hydrant valve is closed. This drain mechanism must be closed when the hydrant valve is partially or fully open. The hydrant valve and valve stem shall be removable from the upper barrel or bonnet without the necessity of digging up the hydrant. The direction of opening hydrant shall be cast on the weather cap.

E. New Service Taps

1. At all locations requiring a new service tap into the main the Contractor shall install a saddle, corporation stop, curb stop, curb box, service line and all necessary accessories. Use a brass Ford corporation stop with a Ford FS202 double stainless banded service saddle with tapered threads. Curb stops shall be Ford B44 Series and shall be of the same nominal size as the service line to which they are connected. Curb stops shall be heavy cast bronze construction and shall be Minneapolis pattern type. Curb boxes shall be extension type, cast iron, adjustable for length, and have Minneapolis pattern base. Lids shall have the word "WATER" cast in them and shall have a provision for being securely held in place. Include a 36" stationary rod in all boxes.

AY McDonald brass fittings are also acceptable. All curb boxes shall include a 24" extension rod for operation of the curb stop.

2. All new service line piping shall be Eagle Pure-Core or Centennial Plastics CenCore copper tube size polyethylene pipe rated at 150psi or greater and shall include locator wire to the curb box.

F. Water Meters and Pits

Meters are supplied by the Village and will be installed inside the new buildings. Therefore meters and pits are not a part of this project.

III. CONSTRUCTION METHODS

A. Separation of Water Mains and Sewers

1. General – Separation of water and sewer mains must meet 10 State Standards.

CONTRACTOR PLEASE NOTE: Any deviations from normal conditions listed below that are not clearly indicated on the plans and specifications require the Engineer to justify and the Department of Health to approve the unusual or special condition.

The following factors shall be considered in providing adequate separation:

- a. Materials and type of joints for water and sewer pipes;

- b. Soil conditions;
- c. Service and branch connections into the water main and sewer line;
- d. Compensating variations in the horizontal and vertical separations;
- e. Space for repair and alterations of water and sewer pipes;
- f. Off-setting of pipes around manholes.

2. Parallel Installation -

- a. Normal Conditions - Water mains shall be laid at least ten (10) feet horizontally from any sanitary sewer, storm sewer or sewer manhole, whenever possible; the distance shall be measured edge-to-edge.
- b. Unusual Conditions - When local conditions prevent a horizontal separation of ten (10) feet, a water main may be laid closer to a storm or sanitary sewer provided that:
  - 1. The bottom of the water main is at least 18 inches above the top of the sewer;
  - 2. Where this vertical separation cannot be obtained, the sewer shall be constructed of materials and with joints that are equivalent to water main standards of construction and shall be pressure tested to assure water-tightness prior to backfilling.

3. Crossings -

- a. Normal Conditions –
  - 1. Water mains crossing house sewers, storm sewers or sanitary sewers shall be laid to provide a separation of at least 18 inches between the bottom of the water main and the top of the sewer, whenever possible.
  - 2. At crossings, one full length of water pipe shall be located so both joints will be as far from the sewer as possible. Special structural support for the water and sewer pipes may be requires.
- b. Unusual Conditions - When local conditions prevent a vertical separation as described above, the following construction shall be used:
  - 1. Sewers passing over or underwater mains should be constructed of materials and with joints that are equivalent to water main standards of construction and shall be pressure tested to assure water-tightness prior to backfilling.
  - 2. Water mains passing under sewers shall, in addition, be protected by providing:
    - i. A vertical separation of at least 18 inches between the bottom of the sewer and the top of the water main;

- ii. Adequate structural support for the sewers to prevent excessive deflection of joints and settling on and breaking the water mains;
  - iii. That the length of water pipe be centered at the point of crossing so that the joints will be equidistant and as far as possible from the sewer.
- 4. Sewer Manholes - No water pipe shall pass through or come into contact with any part of a sewer or sewer manhole.
- 5. Hydrant Drains - Hydrant drains shall not be located within 10 feet of sanitary sewers or storm drains.

B. Handling of Pipe

Unloading of pipe from railroad cars, trucks or trailers and the placing of pipe in their final locations of the work shall be carefully performed in an approved manner recommended by its manufacturer in order to avoid damage to the pipe or its coating.

C. Installing PVC Pipe

The PVC class water pipe shall be installed in accordance with the AWWA Standard C605, latest revision and Uni-Bell Plastic Pipe Association Guide for installation of polyvinyl chloride plastic pressure pipe for municipal water main distribution systems. All PVC pipe shall be laid in trenches meeting the requirements hereinbefore specified. Each section of pipe shall be supported by undisturbed earth along the full length of the pipe barrel, with recesses dug to receive bells and other joints.

Before assembly, the inside of the bell, the gasket, and the outside of the pipe, from the plain end to the stripe, must be free of all foreign material. Insert gasket into groove in bell, checking its position by pulling the gasket toward the bell face in all 360 degrees of perimeter.

Before starting joint assembly, apply a liberal coating of joint lubricant to the outside of the pipe from the plain end to the depth reference mark. With the plain end centered in the bell, the plain end is pushed home. The joint is assembled when the reference mark is no longer visible.

Deflections of joints from a straight line or grade made necessary by curves or offsets shall not exceed an angle of 2 degrees between the centerlines extended of any two connecting pipes. If the required alignment or grade cannot be obtained with pipe deflections that are within the limitations set forth above, then the contractor shall install at his expense either special bonds or a sufficient number of short pipe lengths to provide angular deflections within the limits set forth above.

All PVC pipe shall be buried with a 12 gauge THWM copper tracer wire which shall be connected to all fire hydrants and iron piping and a 3" wide, 4 mil blue plastic warning tape with the message "Caution Buried Water Line" or equivalent printed on it. The contractor shall include these items in his linear foot price for Water Main.

D. Installing Ductile Iron Pipe

The installation of ductile iron water main shall be in accordance with the latest edition of AWWA C600. Additionally, the main shall be buried with a 3" wide, 4 mil blue plastic warning tape with the message "Caution Buried Water Line" or equivalent printed on it. No tracer wire is required for ductile iron pipe.

E. Installing Fire Hydrants

Fire hydrants shall be set at the locations indicated on the drawings or as directed by the Engineer. Setting details shall be as indicated on the detail drawings.

Each hydrant shall be set to the same depth of cover as specified for the water mains and no hydrant shall be set more than 3" above or below the ground line mark cast on the hydrant. If the hydrant has no ground line mark cast thereon, then the hydrant shall be set so that the 2-1/2" nozzles will be at least 18" and not more than 24" above the finished ground line.

F. Service Interruptions

The contractor shall schedule work such that there should be little or no service interruptions for the customers adjacent to this project. If there is a need to interrupt any services the Engineer, the City Utility Superintendent, City Clerk and the water customer are to be notified at least 2 days prior to the interruption.

IV. TESTING AND STERILIZATION

A. Pressure Tests

All pipe shall be pressure and leakage tested in accordance with AWWA C605, latest edition. The pipe shall be subjected to a pressure of 120 psi for two (2) hours and shall not vary more than 5 psi. When all joints and pipes are found to be tight during this test, to the satisfaction of the Engineer, the test may be stopped and the backfill may be completed. The Contractor shall furnish all necessary equipment, labor and water for conducting the tests.

B. Sterilization of Pipelines

The Contractor shall flush and sterilize all pipelines as soon as practical after construction of each section in accordance with the latest revision of AWWA C651-2014. Sterilization shall be verified by sampling and the pipeline shall not be placed into service until this is complete. One sample set shall be collected for every 1200 linear feet of water main (or part thereof) and at least one sample set from each branch.

Once each section of pipeline is installed, flush pipelines at the highest velocity possible at each fire hydrant as soon as practical. On large projects, do not let pipelines sit until the entire project is complete. After flushing, disinfect the test section with a chlorine solution of 50 p.p.m. free chlorine for a contact period of 24 hours or AWWA specified equivalent. At the expiration of the contact period, the Contractor shall flush the

pipelines with clean potable water until a residual chlorine content of 0.4 p.p.m. is obtained. The Contractor shall direct the water from the flushing to prevent flooding to the owner and adjacent neighbor's properties and to an acceptable drainage area in accordance with all local, state and federal regulations. After flushing, two water samples taken at least 24 hours apart, shall indicate zero coliform bacteria for the pipeline to be considered disinfected and suitable for use. The engineer is to be notified and allowed adequate time to be present during these operations. All results shall be provided to the Engineer for review.

#### V. MEASUREMENTS FOR PAYMENTS

Measurements for payment for all water lines shall be made on the surface of the ground from center to center of junctions in the pipe lines, or from center of junction to end of pipe line for dead end lines or service lines. No deductions for length of line will be made for fittings and valves installed in the line. Payment will be made on this basis at the bid price per foot of water pipe of the various sizes, including excavation and backfill, complete in place.

Measurements for payment for all new fire hydrants shall be made on a per each basis, installed. The water line between the main and the hydrant shall be paid for by the lineal foot as described above for water lines.

Measurement for payment for all valves, fittings and service taps shall be made on a per each basis as shown on the bid schedule. Measurement and payments for miscellaneous small fittings associated with service installations shall not be made separately but rather included in the associated bid item.

## SECTION 02560 - SANITARY SEWER

### 1. GENERAL

This work shall consist of constructing sanitary pipe sewer in accordance with these specifications and to the dimensions shown on the plans, laid in trenches and backfilled, in conformity with the lines and grades as shown on the plans.

### 2. MATERIAL REQUIREMENTS

Pipe for sanitary sewer shall be PVC SDR-35 gasketed joint pipe in accordance with ASTM D-3034. Gaskets shall meet ASTM F-477 requirements, and the pipe shall carry the UPC seal and IAPMO listing.

Pipe for forced mains shall be ASTM D2241, PR100, DR41 PVC pressure rated pipe.

### 3. CONSTRUCTION METHODS

A. All excavation and backfill shall be performed in accordance with the requirements of Section 02220.

B. All pipe shall be laid to the exact line and grade as shown on the plans and no deviation from either will be allowed without the permission of the project Engineer.

C. Before being lowered into the trench, all pipe shall be carefully inspected and sounded for crack or other defects, and matched so that when joined in the ditch, a smooth tube will be formed.

D. When pipe laying is temporarily suspended for any cause, the ends must be sealed with a watertight plug.

E. All sewer pipe shall be laid with a Class I or II bedding, as shown on the Plans, and with a Standard Proctor density of 90% as determined by ASTM D-698.

The granular bedding shall have the following gradation:

Sieve Size	Minimum % Retained on Sieve	Range
1.0 Inch	-0-	
No. 4	34%	± 5%
No. 10	63%	±10%
No. 30	88%	± 5%
No. 200	98.5%	± 1.5%

Note: Granular bedding is similar to NDOR Type ABX sand and gravel aggregate which is acceptable.

F. The Contractor shall assume responsibility for any dewatering required for the sewer line installation. No pipe shall be installed until the trench has been completely dewatered.

#### G. Force Main Installation

The 4" PVC force main shall be installed as shown on the plans. Level forced mains do not require air release and vacuum valves. If the pipe is not level the contractor shall field locate the high point in the force main and install an air & vacuum relief valve at that point. At all locations where the contractor installs a bend in the force main, a concrete thrust block with 1.5 sq. ft. of bearing area for a 22.5 or 45 degree bend and 5 sq. ft. of bearing area for a 90 degree bend shall be installed.

#### 4. SERVICE CONNECTIONS

All service connections shall be made with a tee fitting as shown on the drawings or by tying directly into a manhole. Direct tapping of the mains will not be allowed. A maximum of two service lines will be allowed into any manhole. If a manhole is tapped, the service connection shall be a minimum of 1' above the flow line of the manhole.

#### 5. METHOD OF MEASUREMENT

Pipe shall be measured in place by the linear foot along the longitudinal axis of the pipe and the measurement shall be taken between centers of new manholes or to the end of a plug in the case of a cleanout.

#### 6. PROTECTION OF WATER SUPPLIES

##### A. Water Supply interconnections

There shall be no physical connection between a public or private potable water supply system and a sewer, or appurtenance thereto which would permit the passage of any sewage or polluted water into the potable supply.

##### B. Relation to Water Works Structures

While no general statement can be made to cover all conditions, it is generally recognized that sewers shall meet the requirements of the approving agency with respect to minimum distances from public water supply wells or other water supply sources and structures.

##### C. Relation to Water Mains -

CONTRACTOR PLEASE NOTE: Any deviations from normal conditions stated below that are not clearly indicated on the plans and specifications require the Engineer to justify and the Department of Health to approve the unusual or special condition.

##### (1) Horizontal Separation

Whenever possible, sewers should be laid at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a

sewer may be laid closer than 10 feet to a water main if approved and:

- a. It is laid in a separate trench.
- b. It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.
- c. In either case the elevation of the crown of the sewer is at least 18 inches below the invert of the water main.

### (2) Vertical Separation

Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation or reconstructed with the joints a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.

### (3) Special Conditions

All special conditions encountered must be approved. When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the sewer shall be pressure tested to assure watertightness.

## 7. TESTS

All lines shall be checked for proper slope, observed and monitored for infiltration, tested for air tightness and for deflection as specified in the following sections. In all cases if incorrectly laid, leakage above the specified amount or deflection, the sewer line or manhole shall be repaired and retested at the expense of the Contractor.

Before final acceptance, all sewers shall be clean, shall comply with the specifications and all contract documents and shall be acceptable to the Engineer and municipal authorities. The Engineer or representative is to be present to witness all testing.

## 8. SLOPE CHECK

The contractor is responsible for hiring a qualified individual to check the pipe slope from manhole to manhole. Any pipe laid to incorrect slopes shall be repaired by the Contractor at no cost to the Owner.

## 9. INFILTRATION TEST

If groundwater is encountered, the allowable leakage shall not exceed 100 gallons per inch diameter per mile of pipe per 24 hours.

## 10. AIR TEST

### A. Gravity Sewer

This test will be performed according to ASTM F1417, stated procedures and under the supervision of the Engineer for gasket type joint pipe. If leakage is above the specified amount,

the sewer shall be repaired, replaced and retested at the expense of the Contractor.

Equipment used shall meet the following minimum requirements: a) Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be tested. b) Pneumatic plugs shall resist internal testing pressure without requiring external bracing or blocking. c) All air used shall pass through a single control unit. d) These individual hoses shall be used for the following connections: (1) From control unit to pneumatic plugs for inflation (2) From control unit to sealed line for introducing low pressure air (3) From sealed line to control unit for continually monitoring the air pressure inside the pipe being tested.

Procedures: All pneumatic plugs shall be seal tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked. Air shall be pressurized to 25 psig. The sealed pipe shall be pressurized to 5 psig. The plugs shall hold against this pressure without movement of the plugs out of the pipe.

After a manhole to manhole reach of the pipe has been backfilled and cleaned and the pneumatic plugs are checked by the above procedures, the plugs shall be placed in the line and inflated to 25 psig. Low pressure air shall be introduced into this sealed line until the internal air pressure reaches 4 psig greater than the average back pressure of any ground water that may be over the pipe.

At least two minutes shall be allowed for the air pressure to stabilize.

After the stabilization period (3.5 psig minimum pressure in the pipe), the air hose from the control unit to the air supply shall be disconnected. The portion of the line being tested shall be termed "acceptable" if the time required in minutes for the pressure to decrease from 3.5 psig to 2.5 psig (greater than average back pressure of any groundwater that may be over the pipe) shall not be less than the time shown for the given diameters in the following table:

<u>Pipe Diameter in Inches</u>	<u>Time (Minutes)</u>
4	4.0
6	4.0
8	4.0
10	5.0
12	5.5
15	7.5
18	8.5
21	10.0
24	11.5
27	13.5
30	15.0
<u>Pipe Diameter in Inches (cont.)</u>	<u>Time (Minutes)</u>
36	18.0
42	21.0

In areas where groundwater is known to exist, the Contractor shall determine the water elevation prior to running the test.

The height of water over the invert of the pipe shall be divided by 2.3 to establish the pounds of pressure that will be added to all readings. (For example, if the height of the water is 11 2 foot, then the added pressure will be 5 psig. This increases the 3.5 psig to 8.5 psig, and the 2.5 psig to 7.5 psig. The allowable drop of one pound and the timing will remain the same.)

If the pressure drops more than 1.0 psi during the test time, line is presumed to have failed. The Contractor shall, at his own expense, determine the source of leakage. He shall then repair or replace all defective materials and/or workmanship. Air testing shall then be performed on the repaired line to meet the above specifications.

B. Force Main – The force main shall be hydrostatically tested to 1.5 times its rated pressure for 1 hour with the engineer or his representative present.

#### 11. DEFLECTION TESTING

The Contractor shall note the deflection testing required during backfilling as specified in Section 02220 of these Specifications.

Thirty days after completion of the backfill and tamping, and in the presence of the Engineer or his representative, this sewer pipe shall be tested for deflection by rolling a rigid ball or manually pulling a go, no go mandrel through the pipe. The ball or mandrel used for the test shall be 5% smaller in diameter than the inside diameter of the pipe. If the pipe has deflected such that the mandrel cannot be pulled through (without mechanical pulling devices) or the ball does not roll through, the deflected section shall be removed and replaced. The pipe shall be measured in compliance with ASTM D2122.

**END OF ....**

**BID PROPOSAL, CONTRACT DOCUMENTS  
AND SPECIFICATIONS**

**for**

**THE CITY OF McCOOK  
BUSINESS PARK PHASE II WATER AND SEWER PROJECT  
McCOOK, NEBRASKA**

**OCTOBER, 2023**

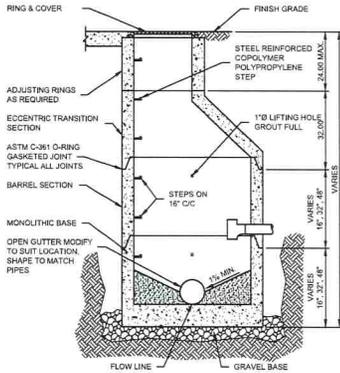


CERTIFICATE OF AUTHORIZATION: CA0011

**PREPARED BY  
W DESIGN ASSOCIATES  
CONSULTING ENGINEERS AND ARCHITECTS  
MCCOOK/HASTINGS, NEBRASKA**

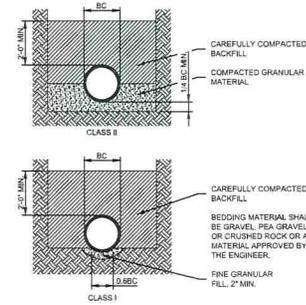




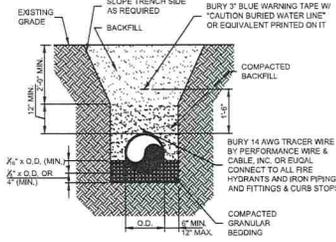


**TYPICAL 48" PRECAST MANHOLE**  
NO SCALE

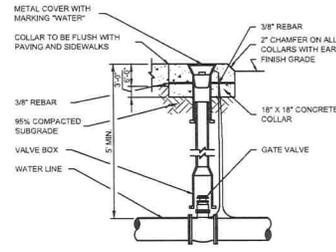
NOTE: COVER OUTSIDE OF MANHOLE W/ COAT W/LR MEADOWS SEAL TIGHT "SEAM-MASTIC" OR "TROWEL-MASTIC" DAMPROOFING OR EQUAL.



**PVC SEWER PIPE BEDDING DETAIL**  
NO SCALE



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



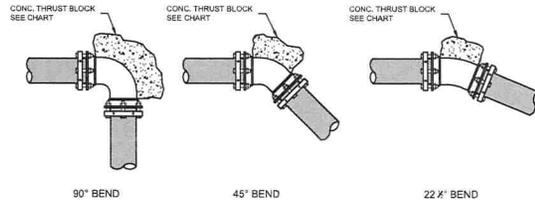
**VALVE BOX DETAIL**  
NO SCALE

**CONCRETE SPECIFICATIONS FOR WATER & SEWER SYSTEMS**

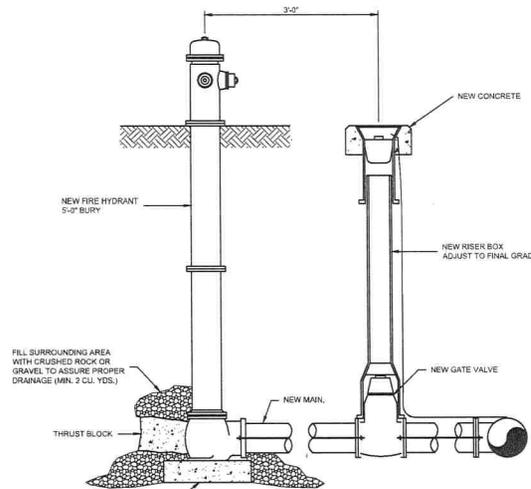
1. ALL CONCRETE SHALL BE NO. 478 3500 WITH A COMPRESSIVE STRENGTH OF 3,500 LB. MINIMUM AT 28 DAYS.
2. CONTRACTOR SHALL MATCH EXISTING GRADES WITH NEW CONCRETE.
3. CONTRACTOR SHALL MATCH ALL EXISTING CURB PROFILES.
4. ALL CONCRETE TO HAVE BURLAP OR BRUSH FINISH.

**WATER MAIN BUILD NOTES:**

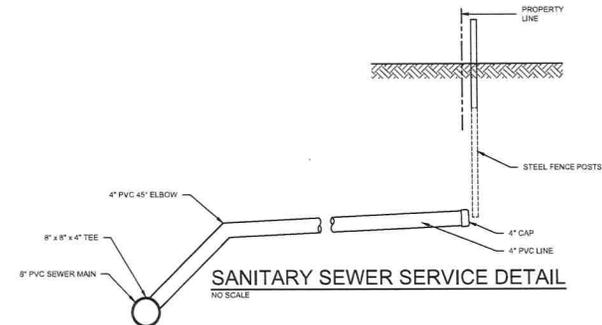
1. ALL NEW WATER MAIN SHALL HAVE A MINIMUM BURY DEPTH OF 5'-0" TO THE TOP OF THE PIPE.
2. ALL WORK SHALL BE COMPLETED IN CONFORMANCE WITH THE NEBRASKA DEPT. OF HEALTH AND HUMAN SERVICES RULES AND REGULATIONS.
3. ALL TRENCH BACKFILL UNDER STREETS, DRIVES, AND WALKS SHALL BE COMPACTED TO 90% OF STANDARD PROCTOR DENSITY. ALL TRENCH BACKFILL UNDER GRASS AND LAWNS SHALL BE COMPACTED TO 90% OF STANDARD PROCTOR DENSITY.
4. ALL FITTINGS TO HAVE METALLIC RESTRAINTS.
5. THE CONTRACTOR SHALL LOCATE AND PROTECT ALL OVERHEAD AND UNDERGROUND UTILITIES.
6. ALL LOCATOR WIRE CONNECTIONS/SPICES SHALL BE WATERPROOF AND CORROSION RESISTANT.



**THRUST BLOCK DETAILS**  
SCALE: 1" = 1'-0"



**FIRE HYDRANT ASSEMBLY DETAIL**  
NOT TO SCALE



**SANITARY SEWER SERVICE DETAIL**  
NO SCALE

Pipe Size mm (in.)	Bearing Area Required			
	Tee	90° Ell	45° Ell	22-1/2° Ell
100 (4)	.08 (6)	.08 (6)	.04 (5)	.02 (2)
150 (6)	.13 (14)	.18 (20)	.10 (11)	.05 (6)
200 (8)	.23 (2.5)	.33 (3.8)	.16 (1.9)	.09 (1.0)
250 (10)	.36 (3.9)	.51 (5.5)	.28 (3.0)	.14 (1.5)
300 (12)	.53 (5.7)	.74 (7.9)	.40 (4.3)	.20 (2.2)
350 (14)	.72 (7.7)	1.00 (10.6)	.54 (5.8)	.28 (3.0)
400 (16)	.93 (10.1)	1.31 (14.1)	.71 (7.6)	.36 (3.9)

**McCOOK BUSINESS PARK PHASE II**  
**SANITARY SEWER AND WATER MAIN EXTENSION**  
 McCOOK, NEBRASKA

**DESIGN ASSOCIATES**  
 1014 S. 10TH AVENUE, SUITE 100, McCOOK, NEBRASKA 68901  
 PHONE: (402) 792-1111 FAX: (402) 792-1112  
 WWW.DESIGNASSOCIATES.COM

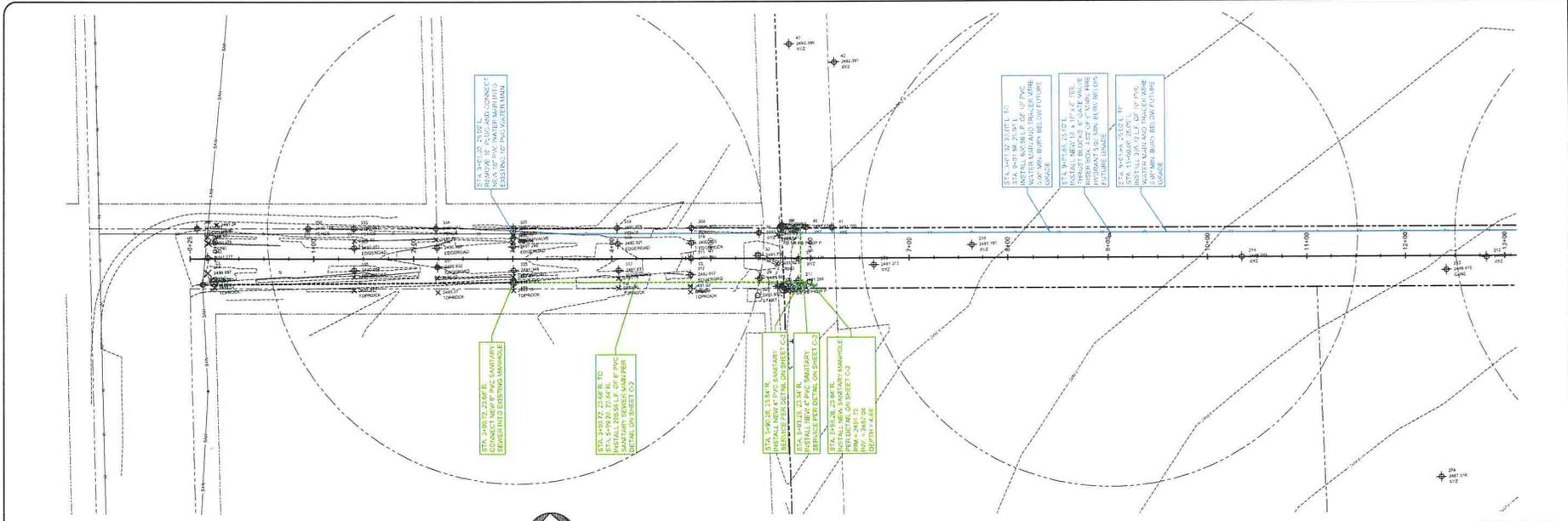


DWG: 24-12-2023 (REVISED)  
 DRAWN: T.A.S.  
 CHECKED:  
 REVISIONS:


**C-2**

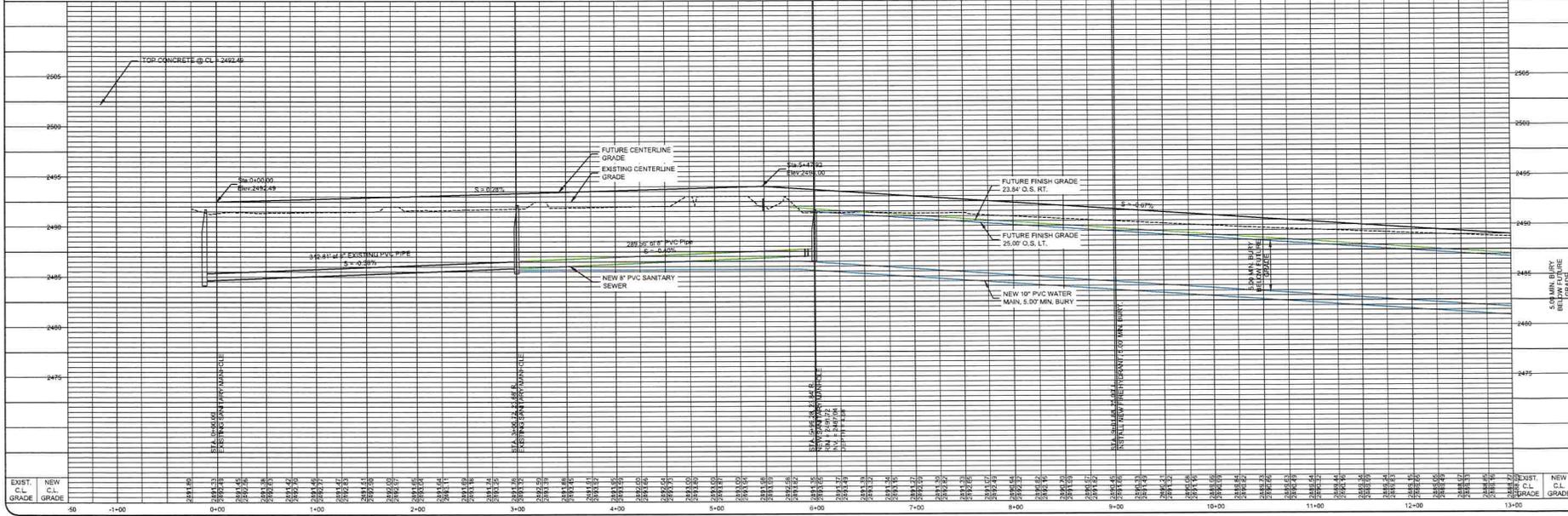
DATE: OCT., 2023

1. Check & Marked on the  
 Contract Documents at the  
 location and time of issue.  
 This set is a non-binding conceptual drawing.  
 For use only on the site, subject to the contract.



**UTILITY PLAN**  
**STA. 0+00.00 TO STA. 13+00.00**  
 SCALE: 1" = 50'-0"

HORIZONTAL SCALE: 1" = 50'-0"  
 VERTICAL SCALE: 1" = 5'-0"



Check & Verify work  
 Coordinates, Proposed by the  
 Designer (See Third Sheet)

This is a preliminary utility drawing.  
 It is not to be used for construction.

NOTES:  
 The Engineer and the Designer warrant that the information contained hereon is true and correct to the best of their knowledge and belief, and that they are not responsible for any errors or omissions in this drawing or for any consequences that may result from its use or for any damage or injury to persons or property that may result from its use.

**MCOOK BUSINESS PARK PHASE II**  
**SANITARY SEWER AND WATER MAIN EXTENSION**  
 McCOOK, NEBRASKA

**WDA** W DESIGN ASSOCIATES  
 Consulting Engineers and Architects  
 McCook, Nebraska 68901  
 Hastings, Nebraska 68901



DATE: 10/20/2023	BY: JAS
CHECKED:	REVISIONS:

**C-3**

DATE: OCT. 2023



NORTH

### UTILITY PLAN STA. 13+00.00 TO STA. 16+10.18

SCALE: 1" = 50'-0"

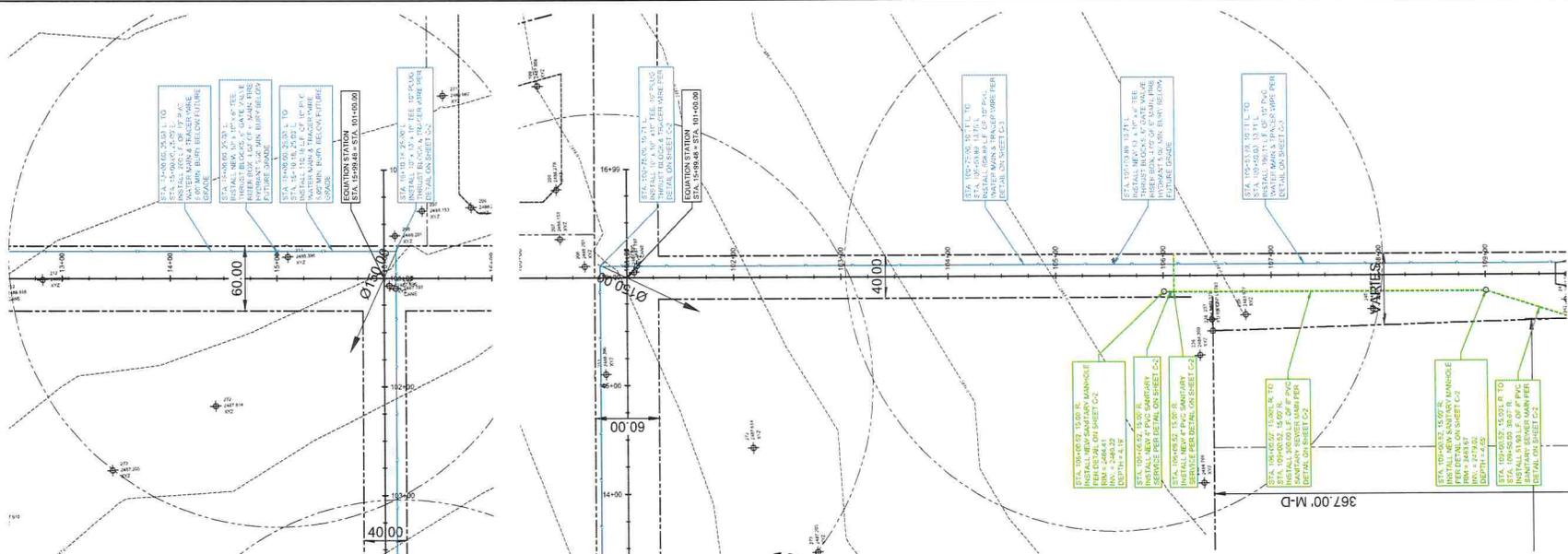
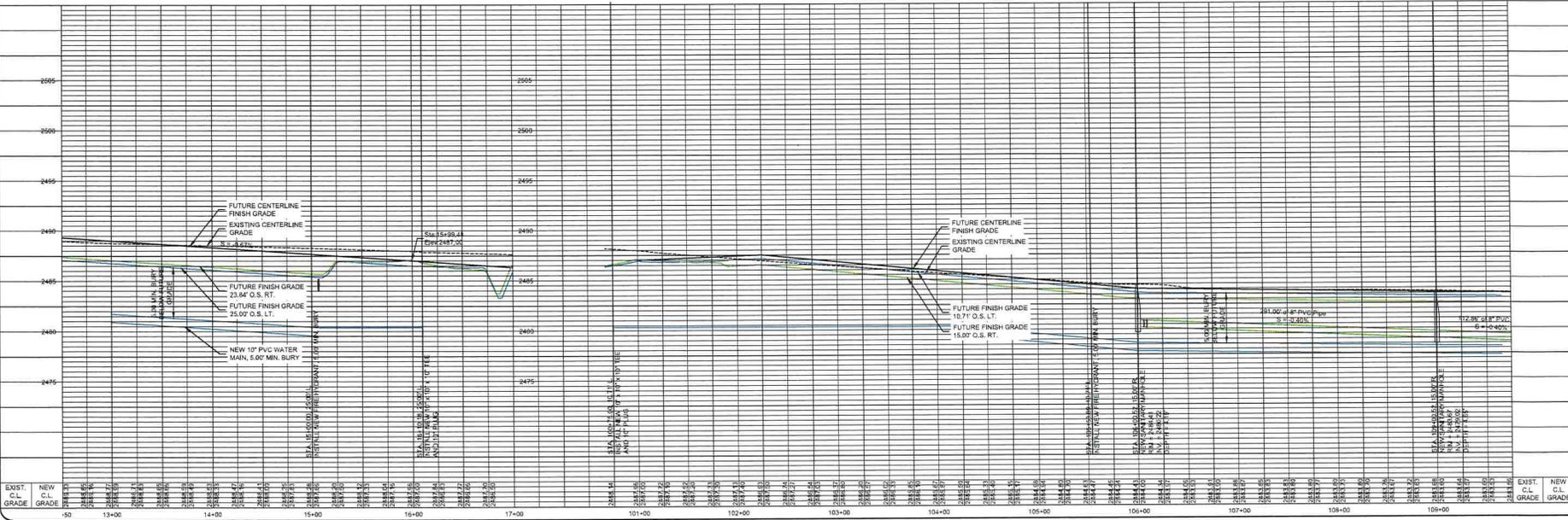
HORIZONTAL SCALE: 1" = 50'-0"  
VERTICAL SCALE: 1" = 5'-0"



NORTH

### UTILITY PLAN STA. 100+75.00 TO STA. 109+50.00

SCALE: 1" = 50'-0"



Use of Station marks  
Control Points, Potentials & on the  
Boundary Plan Sheet 10001

This is an electronic drawing sheet.  
If you wish to print this drawing sheet,  
please use the plot command.

DESCRIPTION:  
The Engineer uses the information contained here and the  
warranties or conditions for use of the information herein  
are limited to the information contained here. The Engineer  
accepts no liability for any errors or omissions in the  
drawing or for any consequences that may result from the  
use of the information herein.

**WDA** W DESIGN ASSOCIATES  
Consulting Engineers and Architects  
McCook, Nebraska 68001  
Hastings, Nebraska 68901

**MCCOOK BUSINESS PARK PHASE II**  
**SANITARY SEWER AND WATER MAIN EXTENSION**  
MCCOOK, NEBRASKA

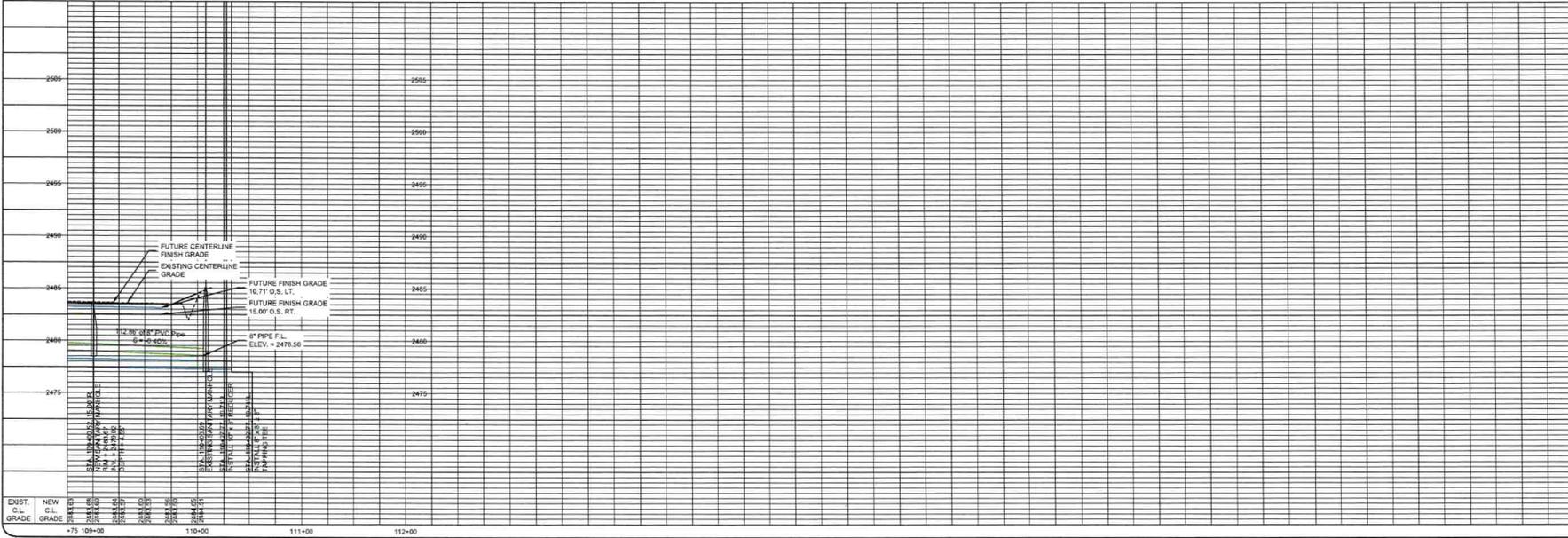
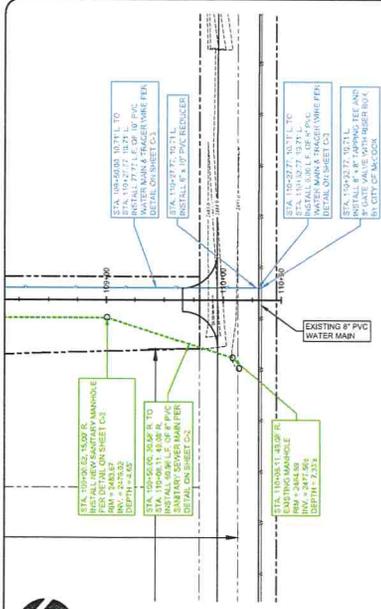
DATE: OCT. 2003

**C-4**



**UTILITY PLAN**  
**STA. 100+75.00 TO STA. 109+50.00**

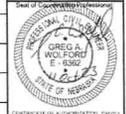
SCALE: 1" = 50'-0"  
 HORIZONTAL SCALE: 1" = 50'-0"  
 VERTICAL SCALE: 1" = 5'-0"



I, Greg A. Wolford, as the  
 Consulting Engineer on the  
 Business Park Phase II project,  
 do hereby certify that I am a  
 duly Licensed Professional  
 Engineer in the State of  
 Nebraska.  
 Greg A. Wolford  
 License No. 069001  
 State of Nebraska

**McCOOK BUSINESS PARK PHASE II**  
**SANITARY SEWER AND WATER MAIN EXTENSION**  
 McCOOK, NEBRASKA

**WDA DESIGN ASSOCIATES**  
 Consulting Engineers and Architects  
 McCook, Nebraska 68901  
 Hastings, Nebraska 68901



DATE OF CONSTRUCTION: \_\_\_\_\_

DWG. NO. 24-12-2000-002520-02
DRAWN: T.A.S.
CHECKED: _____
REVISIONS:

**C-5**  
 DATE: OCT. 2023

**CITY MANAGER'S REPORT  
OCTOBER 16, 2023 CITY COUNCIL MEETING**

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**ITEM:**            **3.A**

Consider request and authorize the use of Community Betterment Funds to cover the rental fees for the "Share the Heat" fundraising event to be held at the Heritage Senior Center on October 29, 2023.

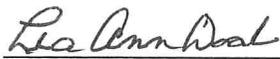
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**BACKGROUND:**

Barb Ostrum, Community Action and Linda Nielsen, a volunteer, made the request for use of the Senior Center for the "Share the Heat" fundraising event and that the fees for use of the Senior Center be waived. The Council has granted this type of request in the past, paying the fees with Community Betterment Funds. Staff is requesting Council approval of the use of these funds, which helps defray costs and ensure the viability of this event. The ending cash balance for Community Better Funds is sufficient to cover this expenditure.

**FISCAL  
IMPACT:**        None.

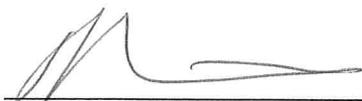
**APPROVALS:**

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

October 11, 2023

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

October 11, 2023

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

October 11, 2023

## REQUEST FOR USE OF SENIOR CENTER WITH WAIVER OF FEE

A group of supporters would like to use the Senior center to for a fundraising event on Sunday, October 29, with waiver of fee. The money raised goes to the “ Share the Heat” community fund, which helps people in 7 counties of southwest Nebraska when they are struggling to pay their heating bills. The funds are distributed by the Community Action Parnership of Mid-Nebraska. See enclosed letter about the planned event for 2023. The supporters are all volunteer and are independent of any church or other organization. They do use a grant from Thrivent Financial to help with some of the fundraising expenses. All other expenses for fundraising are taken care of by the volunteers.

Barbara Ostrum, Community Action ( 308-737-8047), and Linda Nielsen, volunteer (308-345-1755)

plan to present this request at the McCook city council meeting October 16, 2022

Thank you.



**CITY MANAGER'S REPORT  
OCTOBER 16, 2023 CITY COUNCIL MEETING**

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**ITEM:            3.B**

**RECOMMENDATION:**

Approve the McCook Area Chamber of Commerce request to use City facilities for a Christmas Celebration on Saturday December 2, 2023 including the use of McCook Ben Nelson Regional Airport for the flying in of Santa Claus at 1:00 P.M.; the use of Norris Park (including electricity) beginning at 3:00 P.M. which will include entertainment in the bandshell; the lighting of the park; conducting the Annual Christmas "Light up the Bricks" Parade beginning at 6:00 P.M., including participation by the Fire and Police departments and the closing of East "G" Street from Norris Avenue to East 2<sup>nd</sup> Street; East 1<sup>st</sup> Street from East "F" Street to East "I" Street; East "H" Street from Norris Avenue to East 2<sup>nd</sup> Street; and the Norris Avenue north bound lane from East "G" Street to East "H" Street for carriage rides.

---

**BACKGROUND:**

The Chamber of Commerce is requesting the use of the following City facilities for their annual Christmas celebration to be held on Saturday December 2, 2023:

The use of McCook Ben Nelson Regional Airport for the flying in of Santa Claus at 1:00 p.m. on Saturday December 2, 2023.

Request the assistance of Police and Fire Department staff and equipment to conduct the annual Christmas "Light up the Bricks" Parade activities beginning at 6:00 p.m. This request includes lining up parade entries along the 100 block of West "H" Street and going south along West 1<sup>st</sup> Street and conducting the parade from Norris Park down Norris Avenue to "C" Street and then west to West 5th street, where the parade will disband.

In addition to the flying in of Santa and the light parade, the Chamber is also requesting the use of Norris Park on December 2, 2023 from 3:00 p.m. to 7:30 p.m. for their annual "Noel on Norris", including electricity and the use of the bandshell.

They are also requesting the closure of the following streets for carriage rides:

East "G" Street from Norris Avenue to East 2<sup>nd</sup> Street;  
East 1<sup>st</sup> Street from East "F" Street to East "I" Street;  
East "H" Street from Norris Avenue to East 2<sup>nd</sup> Street; and  
Norris Avenue north bound lane from East "G" Street to East "H" Street

The Chamber is also planning on placing lights in some of the trees as well as on the bandshell in Norris Park, to provide a more festive feel. This is scheduled to take place on or around November 10<sup>th</sup>. They plan to take down the lights during the first week in January, weather permitting.

The McCook Police and Fire Departments will have personnel and equipment available to assist the McCook Chamber of Commerce in their proposed activities. The McCook Street Department will provide cones for the closing of the streets. This annual event presents no significant issues for City staff.

Due to the time of year, the Norris Park restrooms will not be available. The Chamber of Commerce will be providing 2 porta potties for this event. In lieu of flashing lights, the City Street Department will be providing reflective traffic cones.

**FISCAL**

**IMPACT:** None.

**APPROVALS:**

  
\_\_\_\_\_  
Kevin Hodgson, Interim Chief of Police

October 6, 2023

  
\_\_\_\_\_  
Marc Harpham, Fire Chief

October 6, 2023

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

October 6, 2023

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

October 6, 2023

**potthoff@cityofmccook.com**

---

**From:** Casey Flint <director@mccookchamber.org>  
**Sent:** Tuesday, October 3, 2023 2:45 PM  
**To:** Clerk Lea Ann Doak; Nate Schneider (nschneider@cityofmccook.com);  
potthoff@cityofmccook.com  
**Subject:** Chamber of Commerce Noel/Christmas Request '23  
**Attachments:** InkedLight Parade Road Closure 2022 Map.jpg

The McCook Chamber of Commerce is requesting the use of the following City of McCook facilities for our annual Christmas Celebration to be held on Saturday, December 2nd.

1. Permission to use the McCook Ben Nelson Regional Airport for the flying in of Santa Clause to the airport. We are anticipating Santa's arrival at 1:00pm. We are working with Red Willow Aviation.
2. Permission to hold the annual Christmas Light Parade hosted by High Plains Radio. The parade will begin at 6:00pm. The route will be the same as in 2022, and begins at East "H" Street, proceeds south on Norris Avenue to East "C" Street and then turns west toward West 5<sup>th</sup> Street. The parade will fall out and disband when they arrive at West 5<sup>th</sup> St. One change that has been made this year is where the parade will line up. Parade entries will be lined up from West "H" Street going west and then moving south onto West 1<sup>st</sup> Street. (Attached map) We are asking that the fire truck be a part of the parade as the children love the big engine safety vehicles. We will not line up in any particular order, as the floats will line up as they show up. Santa will ride in the fire truck as in the past, and the fire truck will lead the parade. As in the past, we would appreciate police support before, during, and after the event.
3. Permission to use Norris Park and surrounding roads
  - a. Permission to use Norris Park for our annual Noel on Norris (Carriage Rides and Park Entertainment) on Saturday, December 2nd from 3pm-7:30pm, which includes electricity, the bandshell, and restrooms.
  - b. Road closures for safety reasons include: East G St. from north bound Norris Ave. to East 2<sup>nd</sup> St., East 1<sup>st</sup> St. from East F St. to East I St., East H St. from East 2<sup>nd</sup> St. to north bound Norris Ave.; north bound Norris Ave. from East G St. to East H St. With these road closures, because it will be dusk into dark, we request flashing lights rather than cones to stop traffic.
  - c. Permission to hang lights on trees and the bandshell prior to the event (on/around November 14). Lights will be taken down the first week of January.

Please let me know if there is anything further you need from me.

Thanks so much!

Casey

--

**Casey Flint | President/CEO**

McCook Chamber of Commerce

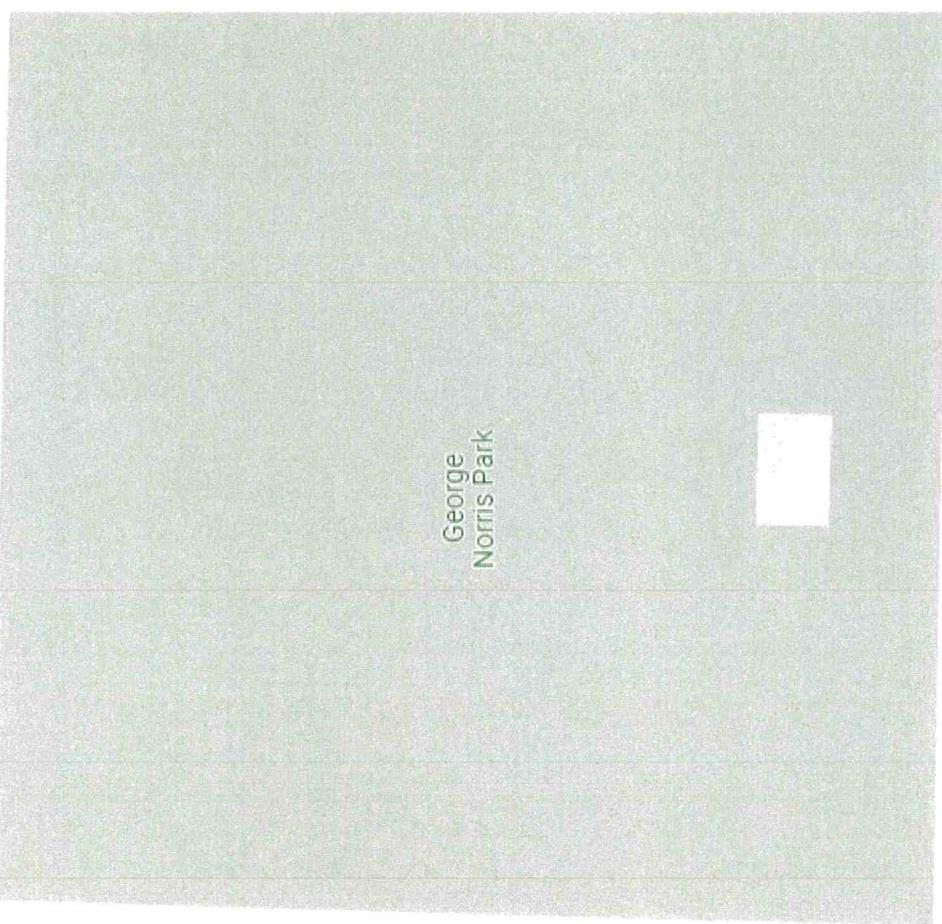
402 Norris Avenue | Suite 316

McCook, NE 69001

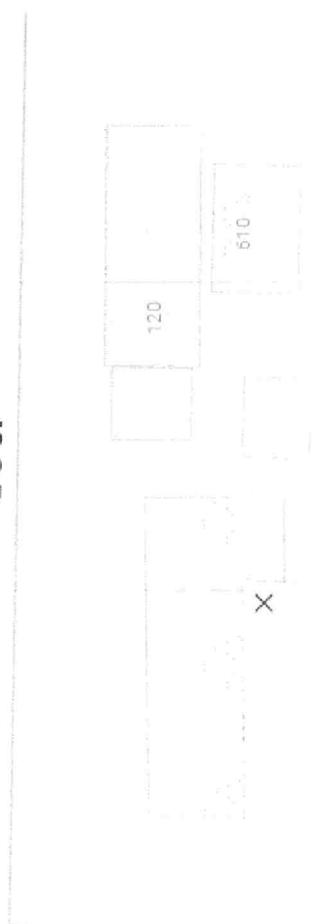
EH St

EH St

EH St

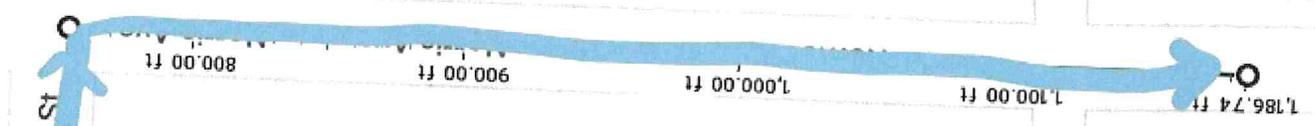


EG St



George Norris Ave →

George Norris Ave →



Measure distance

W L St

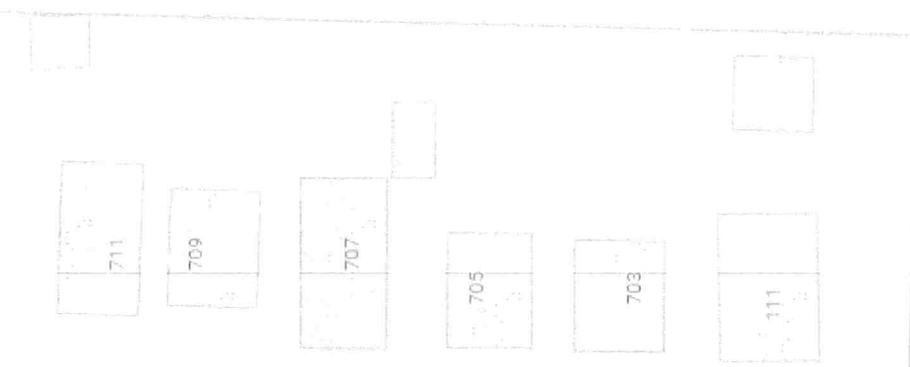
W L St

W L St

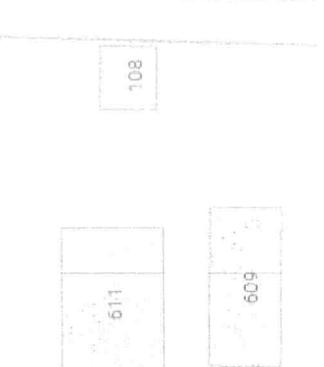
W L St



WG St



WG St



WG St

**CITY MANAGER'S REPORT  
OCTOBER 16, 2023 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 3.C.** Authorize city staff to submit a Nuisance Abatement Program Application to West Central Nebraska Development District, Inc.

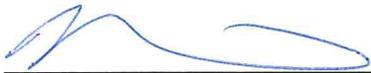
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**BACKGROUND:**

Historically, the City of McCook has operated its own nuisance abatement program. Over the past few years, city staff has been inundated with more and more nuisance complaints. Staff has reached out to West Central Nebraska Development District to assist McCook with addressing nuisance properties. In order to participate in WCNDD's nuisance abatement program, an application must be submitted detailing McCook's ability to participate.

Amber Kuskie, Executive Director of the West Central Nebraska Development District will be present at the McCook City Council meeting to discuss the program and answer any associated questions.

**APPROVALS:**



Nathan A. Schneider, City Manager

October 11, 2023



Lea Ann Doak, City Clerk

October 11, 2023



Tera Koetter, Assistant City Manager

October 11, 2023



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## Nuisance Abatement Program Application

WCNDD is proud to have established the most accomplished nuisance abatement program in the state of Nebraska, and arguably in the nation. As our dues paying members know, WCNDD is more than just nuisance abatement and we are committed to providing high quality, innovative community and economic development initiatives to the region.

In order to best serve our communities, nuisance abatement services must be streamlined as well as simple for the communities to navigate. The amount of time, dedication, and resources that go into a successful nuisance abatement program are immense and WCNDD has developed an efficient and effective program.

WCNDD would be happy to attend your Board/Council meeting to discuss the programs and answer any questions that arise. As part of this process, WCNDD asks that the governing body vote on moving forward with the nuisance program application, which is documented in response to question 1 below.

This application does not replace a professional service agreement.

---

Community Name:

\_\_\_\_\_

Community Contact for Nuisance:

\_\_\_\_\_

1. During a board/council meeting, what was the vote of the elected officials to pursue the nuisance program? Are all council members in favor of the community adopting the program if selected?

\_\_\_\_\_

2. Has your community previously used WCNDD as the Nuisance Officer?

Yes / No

3. Is there a nuisance ordinance in place?

Yes / No

4. Are there community groups that may be interested in assisting property owners in need?

Yes / No



5. Does the community provide public dumpsters/ dumpster days, etc?

Yes / No

If yes, please elaborate: \_\_\_\_\_

6. Does the community have a fee schedule in place addressing nuisance abatement services such as vehicle storage, staff time, equipment, etc?

Yes / No

7. Where will the community store vehicles that are towed/impounded as a result of abatement actions?

8. Is the community financially prepared to incur abatement costs at the end of this year's program?

Yes / No

9. Is local law enforcement willing to provide security to staff and abatement crews during the abatements?

Yes / No

10. If no, is the community prepared to hire security and ensure safety during the abatements?

Yes / No

11. For abatements, will the community use city/village staff to perform abatements, or, abatement contractors?

Staff / Contractors

12. Does the community have an attorney that actively participates in meetings?

Yes / No

Application must be submitted by November 15, 2023 to be considered. Communities selected for the program will be notified by January 1, 2024.

Please attach the following:

- Copy of Meeting Minutes outlining vote to move forward with the application
- Copy of Nuisance Ordinance
- Copy of any fee schedules in place pertaining to nuisance
- Proof of financial preparation of abatement costs

Applications can be submitted via email to [akuskie@west-central-nebraska.com](mailto:akuskie@west-central-nebraska.com), or by mail to:

WCNDD  
PO BOX 599  
Ogallala, NE 69153

**CITY MANAGER'S REPORT  
OCTOBER 16, 2023 CITY COUNCIL MEETING**

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**ITEM: 3.D.**

**RECOMMENDATION:**

**ADOPT ORDINANCE NO. 2023-3074 PROVIDING FOR THE AMENDMENT OF APPENDIX B, CITY CEMETERY FEES, OF THE CITY OF McCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ANY AND ALL ORDINANCES IN CONFLICT HEREWITH AND AUTHORIZE THE MAYOR TO SIGN.**

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**BACKGROUND:**

City staff has been informed that the engraving of names and dates on the columbarium has increased from \$125.00 per name and date to \$375.00 per name and date. With the addition of a new 64 niche columbarium at Memorial Park Cemetery and due to the fact that the last fee adjustments at the cemeteries was on July 1, 2002, City Staff took the opportunity to complete a survey of cemetery fees that are charged by other communities throughout the State.

The findings of the survey showed that we were well under the average of what other communities charged.

With the current columbarium, we have found that the top rows are more appealing than the bottom row. Therefore we have proposed a tiered fee schedule for the columbarium niches based on location. Currently we have 5 niches available in the original or #1 columbarium and all of them are located on the bottom row, thus we have proposed a lesser fee for these five niches.

Due to the increase in the cost to maintain the cemeteries, this ordinance change will increase the perpetual care fee from \$150.00 to \$300.00. This fee is used to maintain the cemeteries into the future. This fee will only be charged on actual cemetery spaces and not on columbarium niches.

**FISCAL  
IMPACT:** None.

**APPROVALS:**



Kyle Potthoff, Public Works Director

October 11, 2023



Nate Schneider, City Manager

October 11, 2023

## ORDINANCE NO. 2023-3074

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX B: CITY CEMETERY FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. That Appendix B: City Cemetery Fees, of the City of McCook Code of Ordinances, shall be and is hereby amended to read as follows:

### APPENDIX B: CITY CEMETERY FEES

(A) For the purpose of this appendix, the following definition shall apply unless the context clearly indicates or requires a different meaning.

**CITY RESIDENT.** Any person, spouse or blood relative who at the time of death was residing within the corporate city limits (excluding hospitals, nursing homes, retirement homes or hotels/motels) or can provide evidence of residing within the corporate city limits for a period of greater than one year.

(B) Lot/niche prices. The following prices for cemetery lots and columbarium niches have been set by the City Council in accordance with the provisions of § 54.084 of this code. The prices of all cemetery lots and columbarium niches shall be governed by the following schedule unless hereafter changed by the City Council.

- (1) Any grave space: city resident - \$700; non-resident - \$950;
- (2) Columbarium niche #1: city resident - \$1,250\*; non-resident - \$1,500\*; and
- (3) Columbarium niche #2:
  - Bottom Row A - city resident - \$1,500\*, non-resident - \$1,750\*;
  - Rows B, C, D (Top Row) - city resident - \$1,800\*, non-resident - \$2,050\*.

\*Price includes niche, engraving, initial opening and closing. Subsequent openings and closings during the work week - \$200; Saturday A.M. - \$450. Initial opening on Saturday A.M. an additional \$200.

(C) Price for opening graves. The following prices for the opening of graves have been set by the City Council with the provisions of § 54.087 of this code. The prices charged for opening graves shall be governed by the following schedule.

- (1) For the opening of a grave for the burial of a person: city resident - \$600; non-resident - \$850.

(2) For the opening of a grave for the burial of the cremated remains of a person: city resident - \$300; non-resident - \$550.

(3) Disinterment from one location to another in the cemetery: \$1,000. Disinterment to another cemetery; \$500.

(4) For Saturday A.M. interments for a city resident or non-resident: add \$250.

(5) There will be no interments, inurnment, or disinterments Saturday P.M., on Sunday, on a designated city holiday, or on weekends before or after a designated city holiday.

(D) Monument and marker permit fee. The fee required for the obtaining of a monument or marker permit has been set by the City Council in accordance with the provisions of § 54.115 of this code.

(1) Monument/marker permit fee: \$30 per space.

(E) Perpetual care fee. The following fee to be charged for perpetual care has been set by the City Council in accordance with the provisions of § 54.088 of this code. A one time fee for each space purchased will provide for eternal care of the cemeteries: \$300.

SECTION 2. Any and all ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. This ordinance shall take effect December 1, 2023, and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case may be.

(Ord. 1778, passed 9-3-1985; Ord. 1933, passed 9-4-1990; Ord. 2002-2630, passed 7-1-2002)

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

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