

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, November 4, 2024
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Tyler McCarty, McCook Christian Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
 - A. Conduct a public hearing on the application of Schmitz Station, LLC; dba "The Station"; for a Class "I" - (Beer, Wine Distilled Spirits, On Sale Only) under the Nebraska Liquor Control Commission, to be located at 404 West "A" Street, McCook, Nebraska; replacing existing License #093350.
 1. Adjourn the Public Hearing.
 - B. Recommend approval to the Nebraska Liquor Control Commission the application of Schmitz Station, LLC; dba "The Station", for a Class "I" License - (Beer, Wine Distilled Spirits, On Sale Only) under the Nebraska Liquor Control Commission, to be located at 404 West "A" Street, McCook, Nebraska; replacing existing License #093350.
 - C. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review committee regarding meeting held October 28, 2024.
 1. Adjourn the Public Hearing.
 - D. Accept the minutes of the July 22, 2024 Economic Development Plan Citizen's Advisory Review Committee meeting.
3. Consent Agenda.

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

 - A. Approve the minutes of the October 21, 2024 regular City Council meeting and the October 25, 2024 special City Council meeting.

- B. Approve technical specifications and procurement documents for Injection Well Building Modifications at the Wastewater Treatment Plant and set date to receive bids for December 5, 2024 at 2:00 P.M.
 - C. Accept the minutes of the July 16, 2024 Senior Center Advisory Board meeting.
 - D. Approve Bid Specifications for (1) one new current model year, all-wheel drive or 4-wheel drive police interceptor/pursuit utility vehicle for use by the McCook Police Department and set the date to receive bids as November 25, 2024.
 - E. Receive and file the City of McCook Snow and Ice Control and Removal Operation Procedures and Policies.
 - F. Receive and file the confirmation of an emergency purchase of one (1) used 2015 Ford F-750, 4 X 2 Terex HRX-55 Bucket Truck for the Street Department, from Custom Truck One Source at a cost of \$55,000.00, which includes delivery.
 - G. Accept City Manager Nate Schneider's appointment of Greg A. Wolford, Class A License S-875 and Professional Engineer License No. E-6362, as the City of McCook Street Superintendent January 1 through December 31, 2025, for the purpose of the 2025 calendar year Highway Incentive Payment, to be issued to the City by the Nebraska Department of Transportation, in February 2026.
 - H. Adopt Resolution No. 2024-29 authorizing the signing of the Year-End Certification of City Street Superintendent Form 2024.
 - I. Accept and authorize the Mayor to sign the Annual Certification Form confirming that funds received by the City of McCook from the State of Nebraska Department of Transportation as part of the Federal Aid Transportation Fund Purchase-Sale Agreement have been used according to such agreement.
 - J. Approve Resolution No. 2024-30 approving the rates for the ambulance service and fire department services operated by the City of McCook, Nebraska.
4. Regular Agenda.
- A. Council Comments.

Adjournment.

**MCCOOK COMMUNITY DEVELOPMENT AGENCY
REGULAR MEETING**

- 1. Meeting of the McCook Community Development Agency.
 - A. Call to Order and Roll Call.
 - B. Open Meetings Act Announcement.
 - C. Receive and file a Promissory Note from the McCook Economic Development Corporation.
 - D. Approve MEDC Infill Housing Project Exhibit "F" - Form of Certificate of Completion and Exhibit "G" - Form of Certification of Eligible Project Costs and authorize the Mayor as Chair of the Community Development Agency to sign.
 - E. Adjourn the McCook Community Development Agency meeting.

CITY MANAGER'S REPORT
NOVEMBER 4, 2024 CITY COUNCIL MEETING

ITEM: 2.

RECOMMENDATION:

ITEM A Conduct a public hearing on the application of Schmitz Station, LLC; dba "The Station", for a Class "I" - (Beer, Wine, Distilled Spirits, On Sale Only) under the Nebraska Liquor Control Commission, to be located at 404 West "A" Street, McCook, Nebraska; replacing existing License #093350.

ITEM B Recommend approval to the Nebraska Liquor Control Commission the application of Schmitz Station, LLC; dba "The Station", for a Class "I" License - (Beer, Wine, Distilled Spirits, On Sale Only) under the Nebraska Liquor Control Commission, to be located at 404 West "A" Street, McCook, Nebraska; replacing existing License #093350.

BACKGROUND:

Upon notice from the Liquor Control Commission, the City has 45 days to conduct a hearing concerning the requested license. The Council may choose not to make a recommendation of approval or denial to the Commission.

Per §53-133, the Liquor Control Commission shall set for hearing any application wherein:

- 1) There is a recommendation of denial from the local governing body.
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk-Treasurer

October 30, 2024



Tera Koetter, Assistant City Manager

October 30, 2024



Nathan Schneider, City Manager

October 30, 2024

EXHIBIT #1

PAGE(S) - 1

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that Schmitz Station, LLC; dba "The Station", has filed an application for Class "I" License (Beer, Wine, Distilled Spirits, On Sale Only), under the Nebraska Liquor Control Commission, to be located at 404 West "A" Street, McCook, Nebraska. Replacing existing License #093350.

All persons desiring to give evidence before the McCook City Council in support of or protest against the issuance of such license may do so at the time of this hearing to be held Monday, November 4, 2024 at 5:30 P.M.; in the City Council Chambers, 505 West "C" Street, McCook, Nebraska.

-s- Lea Ann Doak
City Clerk

Publish: October 25, 2024.

EXHIBIT #2

PAGE(S) - 1

From: lcc.noreply@nebraska.gov
Sent: Tuesday, October 15, 2024 2:59 PM
To: mccookclerks@cityofmccook.com
Subject: NLCC Review Required

Please save this email to provide your recommendation. To review the application documents [click here](#).

Review Type: Local Review

Job Type: New License Application
Job Number: 42554

License Type: Class I Beer, Wine, Spirits On Sale Only
Secondary Licenses: - Catering (Secondary License)

Licensee: Schmitz Station, LLC
Premises Name: The Station
Premises Address: 404 W A St Mc Cook, NE 69001
Premises Type: Restaurant with Bar

CLERKS: For New application jobs there are two key time frames to keep in mind:

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (Nebraska Revised Statute 53-134). You may choose NOT to make a recommendation of approval or denial to our Commission.< /font>

PER NEBRASKA REVISED STATUTE 53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

Thank you,
Nebraska Liquor Control Commission
This is an automated email message. Please do not reply to this email address.

EXHIBIT #3

PAGE(S) - 30

External Review

Details

Review Type

Due Date

Local Review

Dec 2, 2024

Comments

Replacing App for license 093350 w/TOP effective 10.16.2024 expires 1.14.2025. Schmitz Station, LLC dba The Station at 404 W A St, McCook. Contact is Mindy Schmitz 308.340.5149 or mindyschmitz@hotmail.com. If you have any questions please contact me. Hannah Yates 402.471.2735 or hannah.yates@nebraska.gov

Nebraska Secretary of State

SCHMITZ STATION, LLC

Mon Sep 23 14:37:14 2024

SOS Account Number

2409180101

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

MINDY L SCHMITZ
2105 NORRIS AVENUE
MCCOOK, NE 69001

Designated Office Address

2105 NORRIS AVENUE
MCCOOK, NE 69001

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Sep 03 2024

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for SCHMITZ STATION, LLC 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	
Certificate of Organization	Sep 03 2024	\$0.45 = 1 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](#)



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Additional Information Requested

File Number: 42554

LICENSE TYPE

Class I Beer, Wine, Spirits On
Sale Only

ADDITIONAL INFORMATION DATE
RECEIVED

2024-09-26

SECONDARY LICENSE(S)

NAME

Catering (Secondary License)

DESCRIPTION

Catering - This is a secondary license that allows a licensee to submit an application for a Special Designated License event without an additional fee. Locations not permanently licensed can have 12 events per year.

LICENSEE LEGAL NAME

Schmitz Station, LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

CORPORATE NUMBER

INCORPORATION DATE

2024-09-09

CORRESPONDENCE ADDRESS

Schmitz Station, LLC
%Mindy Schmitz
2105 Norris Ave
McCook, Nebraska 69001

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Mindy Schmitz

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(308) 340-5149

ALTERNATE PHONE

(308) 340-5011

FAX

EMAIL

mindyschmitz@hotmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Mindy Schmitz	President		50

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 093350 (Active) - Class I Beer, Wine, Spirits On Sale Only (May 01, 2024 - Apr 30, 2025)
 LOOP BREWING COMPANY (LOOP BREWING COMPANY LLC)

ADDITIONAL INFORMATION REQUESTED

Which LLC is applying for the license? You put Schmitz Station, LLC on the application but all of your documents say Schmitz/NRI, LLC and both LLCs are active with the NE Secretary of State's Office. Also, Mindy Schmitz owns 50% of the LLC, who owns the other 50%?? Your Temporary Operating Permit has the wrong seller's name. It needs to say "Loop Brewing Company, LLC". Please make the correction and resubmit. You can use the one time link when you click the "Review" button under the "Actions Required" tab on your customer portal. Please contact me if you have any questions. Hannah Yates 402.471.2735 or hannah.yates@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Temporary Operating Permit (TOP)	Application for Temporary Operating Permist.jpg	

APPLICANT

Mindy Schmitz



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 42554

LICENSE TYPE

Class I Beer, Wine, Spirits On
Sale Only

APPLICATION DATE RECEIVED

2024-09-21

SECONDARY LICENSE(S)

NAME

Catering (Secondary License)

DESCRIPTION

Catering - This is a secondary license that allows a licensee to submit an application for a Special Designated License event without an additional fee. Locations not permanently licensed can have 12 events per year.

LICENSEE LEGAL NAME

Schmitz Station, LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

CORPORATE NUMBER

INCORPORATION DATE

2024-09-09

CORRESPONDENCE ADDRESS

Schmitz Station, LLC
%Mindy Schmitz
2105 Norris Ave
McCook, Nebraska 69001

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Mindy Schmitz

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(308) 340-5149

ALTERNATE PHONE

(308) 340-5011

FAX

EMAIL

mindyschmitz@hotmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Mindy Schmitz	President		50

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 093350 (Active) - Class I Beer, Wine, Spirits On Sale Only (May 01, 2024 - Apr 30, 2025)
LOOP BREWING COMPANY (LOOP BREWING COMPANY LLC)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Restaurant with Bar

PREMISES NAME

The Station

OPERATOR

Mindy Schmitz

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2029-12-31

PHYSICAL ADDRESS

404 West A Street
McCook, Nebraska 69001

MAILING ADDRESS

The Station
%Mindy Schmitz
2105 Norris Avenue
McCook, Nebraska 69001

CONTACT NAME

Mindy Schmitz

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(308) 340-5149

ALTERNATE PHONE

(308) 340-5011

FAX

EMAIL

mindyschmitz@hotmail.com

PREMISES MANAGER

Mindy Schmitz

PREMISES MANAGER EMAIL

mindyschmitz@hotmail.com

QUESTIONS

Class I Beer, Wine, Spirits On Sa

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY
§53-125(5)

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. Also list any charges pending at the time of this application. If more than one party is applying, please list charges by each individual's name. Exclude minor traffic violations such as speeding. Include Driving Under the Influence, Driving Under Suspension & other similar charges. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
A simple sketch of the area to be licensed will be required to be uploaded in the Documents section.. Include the length x width, direction of NORTH and number of floors of the building.

L120, W34

3. Is there an outdoor area?

*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

Yes

L30, W16

4. Will a basement be used for alcoholic storage or sale?

Yes

L120, W34

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

There are two floors and a basement. The liquor license will include the basement and first and second floor.

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license?

No

9. What date do you intend to open for business?

Is an existing business called The Loop Brewing Company and I will be taking over October 31, 2024

10 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

Yes

First Central Bank

904 US-83

McCook, Nebraska 69001

11 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

Yes

Brett Schmitz (husband) and 50% owner of Schmitz Station, LLC

2105 Norris Avenue

McCook, Nebraska 69001

12 Is anyone listed on this application a law enforcement officer?

No

13 List the primary bank and/or financial institution to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

First Central Bank
McCook, Nebraska 69001

14 Do you have prior experience or training in selling, serving or managing alcohol sales?

No

15 Are all individuals named in this application over 21 years of age?

Yes

16 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

17 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number. Also list reason for termination of license(s) previously held.

NONE

18 Has the premises location been previously licensed within the last 2 years?

Yes

19 Are you applying for a Temporary Operating Permit?

Yes

(document uploaded)

20 What is the premises manager's name?

Mindy Schmitz

21 What is the manager's address?

2105 Norris Avenue
McCook, Nebraska 69001

22 What is the manager's phone number?

308-340-5011

23 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Red Willow

24 What is the manager's email address? An email will be sent to them to obtain their personal information.

mindyschmitz@hotmail.com

25 Is the manager married?

Yes

Brett Schmitz

2105 Norris Avenue

McCook, Nebraska 69001

bschmitzquc@hotmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	Business Plan for The Station.pdf	
Premises Description & Diagram	DiagramLoop Building.jpeg	
Lease / Deed / Purchase Agreement	New Asset Purchase Agreement Changes 8-14-24.docx	
Privacy Act Statement	Privacy Act Statement_Payment of Fees NSP-CID.pdf	
Lease / Deed / Purchase Agreement	Lease Agreement Schmitz NRI & Schmitz Station.pdf	
Temporary Operating Permit (TOP)	Application for Temporary Operating Permit.pdf	

APPLICANT

Mindy Schmitz

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) is made on August 16th, 2024, between Loop Brewing Company, LLC, a Nebraska limited liability company of McCook, Nebraska (“Seller”), and Brett Schmitz and Mindy Schmitz of McCook, Nebraska (collectively “Buyer”) and or any assignee of Buyer permitted by this contract, (“Buyer”).

RECITALS

A. Seller now owns and operates a bar/restaurant business (hereafter “the business”) known or designated as Loop Brewing Company at 404 West A Street, McCook, Nebraska.

B. The seller desires to sell, and the Buyer desires to buy the business for the price and on the terms and conditions set forth below.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE.

AGREEMENT TO SELL AND BUY

The property sold by this agreement (hereinafter “The Premises”) includes

A. Real Estate is described as follows:

That portion of the Burlington Northern and Santa Fe Railway Company's (formerly Chicago, Burlington & Quincy Railroad Company) Station Ground property at McCook, Nebraska, situated in the West Half of the Northwest Quarter Southwest Quarter of Section 29, and the Northeast Quarter of the Southeast Quarter of Section 30, all in Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska, described as follows, to wit: Beginning at a point on the South line of West "A" Street, distance 15.0 feet East, as measured at right angles from the West line of said Section 29, according to the recorded plat of McCook, Nebraska; thence Southerly 55 feet, more or less, to the intersection with a line drawn parallel with and distant 8.5 feet Northerly, as measured at right angles from said Railway Company's spur tract centerline, as now located and constructed, at a point 18.0 feet East, as measured at right angles from said West line of Section 29; thence Westerly along the last described parallel line 290.0 feet; thence Northerly at right angles to said South line of West "A" Street 84 feet, more or less, to said South line of West "A" Street; thence East along said South line to the point of beginning, consisting of .46 acres.

Price: \$335,000.00

B. Furnishings and Equipment: including the stock-in-trade, furniture, fixtures, equipment, and all other assets used or relating to the business, situated on the premises, and specifically set forth in the attached Schedule 1, which is incorporated by this

reference, and shall also include all personal property remaining on the premises after the date of closing which is not specifically set forth in Schedule 1.

Price: \$100,000

C. Stock of Merchandise: including unexpired liquors, beers, wines, and all other alcoholic beverages of Seller contained in sealed containers and the entire inventory of other retail merchandise equivalent to a minimum of \$20,000 in current Nebraska wholesale prices, per the store inventory at the end of business on the day prior to Closing. The purchase price shall be subject to fluctuation upward or downward, based on actual inventory.

Price: \$120,000

D. Business and Goodwill: including Seller's right, if any, to use Seller's telephone number, any associated service or trademarks, copies of pertinent business records, permits, licenses, leases, contracts recipes, and process descriptions relating to the business sold, which are specifically set forth in the attached Schedule 2, with the specific exception of the trade name Loop Brewing Company and trademarks bearing ~~that~~ those names

Price: \$205,000

SECTION TWO. MANNER OF PAYMENT

A. Price.

The purchase price for the property to be sold by Seller to Buyer shall be the total sum of Seven Hundred Sixty Thousand and No/100ths Dollars (\$760,000.00). The sum of \$760,000.00 shall be payable at Closing for the benefit of Seller to the order of Mousel, Brooks, Schneider, Mustion & Shifflet PC, LLO, Trust Account by cashier's check, plus such adjustments as are set forth herein. Both Seller and Buyer agreed to forgo any earnest money.

B. Allocation of Purchase Price.

The purchase shall include the Seller's right, title, and interest in and to the assets listed in Section One above. Buyer and Seller shall complete and file IRS Form 8594 in a timely manner. The allocation of asset values set out there in shall be final and binding on the parties and reflect the above values.

C. Title and Transfer.

Buyer shall receive a bill of sale evidencing the sale of the stock of merchandise, including liquor, to the extent consistent with state liquor laws and regulations, from Seller to Buyer on the closing Date. Seller shall make, execute, and deliver upon the date of closing, a good and sufficient Warranty Deed transferring the real estate to Buyer free of all liens and encumbrances, except easements reservations or restrictions visible of record, along with any other instruments of transfer, reasonably necessary to convey marketable title to the property at Closing.

Seller shall obtain within 14 days from the date of this Agreement a commitment for a policy of title insurance for the Property evidencing marketable title in an amount not less than the Purchase Price to insure Buyer that the Buyer is, after the delivery and recording of the deed, the fee simple title owner of the above described real estate, free from encumbrances except as are waived by Buyer or otherwise provided herein. Seller shall have a reasonable period to cure or correct title defects, and closing may be extended for up to 30 days if necessary to allow sufficient time to remedy such defects. If the marketable title cannot be furnished in accordance with this paragraph, this agreement shall be void. The premium for the title insurance policy shall be paid by Seller and Buyer equally.

D. Operating Expenses.

Seller shall be liable for all operating expenses of the Business that accrue prior to the date of closing, and Seller shall be entitled to all operating revenue earned prior to that date. The buyer shall be liable for operating expenses incurred on or after the closing date and shall be entitled to all operating revenue earned on or after the closing date. Otherwise, if the expenses and revenues cannot be calculated with precision because any item included in such calculation is not then known, such calculation will be made based on reasonable estimates for Closing, and appropriate adjustments will be made at or after Closing as the actual expenses and revenues are determined. Seller and Buyer shall endeavor to meet before Closing to review and allocate operating expenses. Buyer shall not assume any of Seller's outstanding accounts payable, except as set forth here in Section 12, paragraph E.

E. Accounts Receivable.

The seller's accounts receivable are not part of the property sold. Subsequent to Closing, Buyer shall turn over to Seller without charge to Seller all payments of Seller's accounts receivable coming into Buyer's possession; provided, however, Buyer shall not be required to undertake any collection efforts with regard to any delinquent accounts receivable of Seller and Buyer shall not have any liability for failure to collect any accounts receivables. Open accounts attributed to third-party contracts or direct-bill clients shall be deemed accounts receivable under this paragraph. The parties shall cooperate in dealing with third-party contracts or direct bill clients to minimize the adverse impact on such parties or their continuing relationship with the business.

F. Taxes and Assessments

Seller shall pay all real estate taxes for 2023 and prior years. The 2024 real estate taxes shall be prorated to the date of closing, through a credit to Buyer at closing. Buyer will be responsible for paying all taxes for 2024 when they become due. Seller shall pay all special assessments in improvement districts levied prior to the date of this contract. The personal property taxes that h for 2024 shall be prorated to the date of closing.

G. Unemployment Insurance.

Seller shall assign to Buyer, if Buyer so requests, all of Seller's right, title, and interest in any unused fund for Unemployment Insurance owned by Seller, but only to the extent such fund pertains to the business at 404 West Street McCook, Nebraska, and shall execute such documents as may be necessary to accomplish this assignment. PROVIDED, HOWEVER, no guarantee of assignability of any fund is made by Seller to Buyer by this Agreement.

**SECTION THREE SELLER'S
REPRESENTATIONS**

Seller warrants and represents that:

A. Ownership.

Seller is the ~~unconditional~~ owner of the business, its equipment and fixtures, and all Property set forth herein to be transferred under this agreement. As of the closing there shall be no encumbrances burdening the business, equipment and fixtures.

B. Compliance with Law.

Seller warrants that the establishment is fully equipped in compliance with the applicable provisions of Nebraska laws and that all equipment and fixtures are in working order, with ordinary wear and tear expected.

C. Continuing Business.

Seller shall maintain the regular course of business until closing and shall file all statements and accounts required under any federal, state, or local statute or ordinance respecting wages, social security, withholding of income taxes, unemployment taxes, sales taxes, and all other such obligations.

D. Environmental Condition.

Seller represents to the best of Seller's knowledge that no hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos, or petroleum product has been released into the environment or deposited, discharged, placed, or disposed of at, near, or on the Subject Premises. Seller also represents that, to the best of Seller's knowledge, no hazardous substance or hazardous waste, as defined by the Resource Conservation Recovery Act (42 U.S.C. §§6901, et seq.) or the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §§9601, et seq.), has been generated, manufactured, refined, transported, treated, stored, handled, or disposed of on, at or near the Subject Premises.

**SECTION FOUR.
PERMITTED ASSIGNMENT**

This Agreement may be assigned to a business entity formed by Buyer prior to closing and registered to do business in the State of Nebraska for the purpose of purchasing and owning the property, so long as said business entity is wholly owned or controlled by Buyer and such assignment shall not release Buyer's obligations hereunder.

SECTION FIVE RISK OF LOSS

The risk of loss to any of the property subject to this Agreement shall remain with Seller until closing. If a fire or other casualty occurs before closing and prevents Buyer from immediately entering, possessing and conducting the business on the premises in the usual manner, Buyer shall have the absolute right to rescind this Agreement, at which time the earnest money deposited by Buyer shall be returned to Buyer. Buyer, however, shall have the option to negotiate a pro rata reduction in the purchase price of the assets in the event of any material loss, destruction, or damage to the Property by reason of fire or other casualty prior to the conveyance of the Property.

SECTION SIX CLOSING

Closing of this Agreement and payment of the purchase price shall take place at Mousel, Brooks, Schneider, Mustion & Shifflet, 101 West C St., McCook, Nebraska, on September 2nd, 2024, at 2 p.m., at which time possession shall be delivered to Buyer. The BUYER shall have possession at closing. Closing shall be handled by Mousel, Brooks, Garner & Schneider, P.C., at 101 West C Street, McCook, Nebraska, However, closing shall be automatically extended to the extent reasonably necessary for SELLER to cure any title defect, as required by the title insurance binder. But, in no event shall such extension exceed thirty days from the date of the title commitment.

**SECTION SEVEN
LIQUIDATED DAMAGES IF BUYER WITHDRAWS**

If Buyer withdraws from this Agreement, for reasons other than authorized herein, Seller shall be entitled to (a) retain the earnest money deposit as liquidated damages in lieu of any other remedy which may be available to seller; or (b) pursue a remedy which may be available to Seller at law or equity.

SECTION EIGHT LIQUOR LICENSE

The parties understand and agree that Seller is operating a business covered by a State of Nebraska Department of Liquor Control Liquor License upon the real estate above described. Buyer shall immediately commence the application for a permanent license with the Nebraska Liquor Control Commission and shall proceed to obtain said license as rapidly as possible. Seller shall cooperate in executing all necessary papers and documents required to obtain the liquor license. Buyer shall pay all fees required for such transfer. If the transfer of the restaurant liquor

license is refused, such refusal shall not result in a rescission of this Agreement, but the purchase price set forth above shall be reduced by the amount allocated herein to liquor.

SECTION NINE CONDITIONS PRECEDENT TO CLOSING

Within ten (10) days of the execution of this agreement Seller shall furnish to Buyer:

1. copies of current insurance policy covering the Property.
2. copies of any environmental, engineering, and structural reports obtained or owned by Seller.
3. copies of any Phase 1 studies performed, plats, or drawings of the Property owned by Seller; 4. any other items reasonably requested by Buyer provided that receipt and approval of such items shall not delay the closing date.

In the event any of the aforesaid documents support meritorious objections to the condition of the property which Seller is unable to cure, Buyer, at its option may declare the agreement void and receive a refund of the Earnest Money or Buyer may elect to proceed with the sale and waive such title objections.

SECTION TEN PROPERTY SURVEY

Seller shall provide Buyer with a survey of the Subject Premises prepared by a registered land surveyor acceptable to Buyer; provided, however, the survey shall be prepared on or before the Date of Closing. If Buyer has an objection to items disclosed in such Survey, Buyer shall make written objections to Seller in the same manner as for title objections. If Buyer makes such objections, Seller shall have a reasonable time after receipt of Buyer's written objections to cure the same, and the Date of Closing shall be extended, if necessary. If the objections are not satisfied within such time period, Buyer shall have the above remedies as are provided for title objections.

SECTION ELEVEN INSPECTIONS

1. Optional Inspections. At any time prior to Closing, Buyer and Buyer's respective representatives shall have the right to enter upon the Property at any reasonable time that is not during normal business hours to make surveys, studies, inspections, and other tests to determine whether the Real Estate contains, or has the potential of containing any hazardous materials or substances, or other environmental problems, and to determine the condition of the Real Estate; provided, however, all such surveys, studies, inspections or other tests shall be performed by Buyer at Buyer's sole cost and expense and completed in the time period referenced above. If Buyer does not make such surveys, inspections or tests, in the time required, Buyer shall be deemed to be satisfied with the condition of the Real Estate. The Buyer shall not be obligated to undertake any soil borings or other invasive testing to determine the existence of hazardous materials on the Real Estate, it being the intention of the parties that if noninvasive environmental inspections and testing indicate that the Real Estate may contain hazardous substances, Buyer shall have the right to rescind this Agreement. If in Buyer's judgment, such surveys, studies, inspections or other tests indicate or determine that the Real Estate contains any hazardous materials or substances, or the condition of the Real Estate is not acceptable to Buyer, then Buyer may terminate this Agreement by notice given to Seller prior to Closing, and the

Earnest Money paid by Buyer shall then be returned to Buyer. If Buyer fails to terminate this Agreement by the Date of Closing, then Buyer shall be deemed to have waived this contingency. Nothing stated herein shall be deemed to grant Buyer the authority to bind the Real Estate with any construction liens related to the testing contemplated hereunder or for any other work related to the Real Estate prior to closing, and the parties hereto specifically disclaim that any agency relationship exists as between Seller and Buyer with respect thereto. Buyer further agrees to indemnify and hold Seller harmless from and against any costs, liabilities, claims or expenses arising out of any failure of Buyer to promptly pay for the costs and expenses associated with any borings, surveys, studies, inspections or other tests performed by Buyer, which indemnity shall survive closing. Seller agrees to furnish to Buyer, prior to Closing, with any environmental studies, assessments, audits, or other environmental information in Seller's possession regarding the Real Estate

SECTION TWELVE GENERAL AGREEMENTS

- A. Each party hereby agrees that they are authorized to enter into this Agreement and are legally capable of carrying out the terms and conditions herein contained. Seller has all requisite power and authority to own and operate its property and carry on its business as now being conducted and to enter into and perform this Agreement.
- B. Each party shall execute such other documents as may be reasonably required by the other to give effect to the terms and conditions of this Agreement, provided, however, that neither party shall be required to expend greater sums in the performance of this paragraph than would be required in the performance of the balance of terms and conditions of this Agreement.
- C. Seller will maintain all property in its current condition, subject to reasonable wear and tear, until the conveyances of the property described herein, and Seller agrees to maintain insurance coverage on all property until the date of closing. If Seller cannot transfer good and merchantable title to the property, the parties agree the Buyer shall be refunded its earnest money and the lease agreement referred to herein shall be nullified.
- D. Buyer shall pay one-half of the closing agent's fee, any expenses related to Buyer financing and any recording fees for instruments securing the loans on the property. Seller shall pay one-half of the closing agent's fee, the entire costs of preparation of the Corporate Warranty Deed, Bill of Sale except as otherwise expressly provided in this Agreement, all other closing fees and costs, including, but not limited to, legal fees, accounting fees, consulting fees, and other incidental expenses in connection with the transactions contemplated by this Agreement shall be borne by the party that incurs the expenses.
- E. A list of all executory contracts, operating and maintenance agreements with vendors, and other entities with which the Seller does business in connection with the operations of the Property (if any) are attached to this Agreement as Schedule 4 and incorporated herein by this reference. To the extent said agreements are assignable to Buyer by Seller, Buyer shall assume the rights and obligations of said agreements. All operating agreements or any other obligations assumed by Buyer shall be current at the time of Closing. Copies of all written agreements

relevant to this sale of which Seller is a party have been supplied to Buyer, and Buyer has been fully advised of the terms of all oral agreements, if any. Seller is not in default under any contract, agreement, lease, or other document to which Seller is a party, and has complied with all laws, regulations, and ordinances applicable to Seller's business to the date of this Agreement.

F. Seller represents and warrants that, to the best of Seller's knowledge, there is no pending administrative, civil, or criminal litigation involving the Property, nor any demands or claims that would materially and adversely affect the Property, the business, or the assets.

SECTION THIRTEEN CONTINGENCIES

This agreement shall be subject to Buyer obtaining financing for the purchase price and expenses described herein. Buyer shall make diligent efforts to apply and to acquire said financing. The term of this contingency shall be sixty (60) days from the mutual execution of this Agreement. If Buyer is unable to obtain financing as set forth herein, prior to expiration of said term, Buyer shall have the option to terminate this Agreement by serving written notice of termination to the Seller. If this Agreement is so terminated by Buyer, the Seller shall refund Buyer's earnest deposit and the parties will have no further obligation, one to the other.

The parties have executed this Agreement on the day and year first set forth above.

SELLER:

Loop Brewing Company, LLC

By: _____
Tyler Loop, Managing Member

BUYER:

Brett Schmitz

Mindy Schmitz

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective as of 9/20/2024, by and between Schmitz/NRI, LLC ("Owner"), and Schmitz Station, LLC ("Tenant").

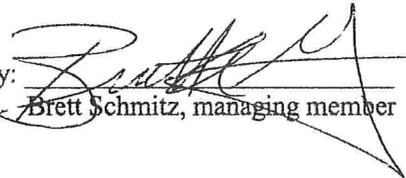
1. Premises Owner hereby leases to Tenant, and Tenant hereby leases from Owner, the building and appurtenant parking and patio area located at 404 West A Street, McCook, Nebraska (the "Premises"), to be used as a tavern and restaurant.
2. Term The term of this Lease shall be for five (5) years, commencing on 9/20/2024 and ending on 12/31/2029, unless sooner terminated in accordance with the provisions of this Lease.
3. Renewal Tenant shall have the option to renew this Lease for three (3) additional terms of five (5) years each, subject to rental increases based on the Federal Cost of Living Index. Tenant must provide written notice to Owner of its intention to renew at least ninety (90) days prior to the expiration of the then-current term.
4. Rent Tenant shall pay to Owner an annual rental of \$24,000.00, payable in quarterly installments of \$6,000.00 each, due on the first day of each quarter.
5. Rental Increases The annual rental amount shall be subject to increase at the beginning of each renewal term based on the Federal Cost of Living Index. The new rental amount shall be calculated by applying the percentage increase in the Index over the preceding five-year period to the current rental amount.
6. Use of Premises The Premises shall be used and occupied by Tenant exclusively as a tavern and restaurant and for no other purpose without the prior written consent of Owner.
7. Maintenance and Repairs Tenant shall, at its own expense, maintain the Premises in good condition and repair, including but not limited to, the maintenance and repair of all plumbing, heating, air conditioning, and electrical systems.
8. Insurance Tenant shall obtain and maintain at all times during the term of this Lease, at its own expense, insurance coverage for the Premises, including but not limited to, general liability insurance, property insurance, and any other insurance required by law.
9. Indemnification Tenant agrees to indemnify, defend, and hold harmless Owner from and against any and all claims, liabilities, damages, and expenses arising from Tenant's use of the Premises.
10. Default In the event of any default by Tenant in the payment of rent or the performance of any other obligation under this Lease, Owner shall have the right to terminate this Lease and take possession of the Premises.

11. Governing Law This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

12. Entire Agreement This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Owner: Schmitz/NRI, LLC

By: 
Brett Schmitz, managing member

Tenant: Schmitz Station, LLC

By: 
Mindy Schmitz, president

Oct 15th 2024

APPLICATION FOR TEMPORARY OPERATING PERMIT

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

Name of current licensee (seller): Loop Brewing Company

Name of applicant (buyer): Schmitz Station LLC

On this date 8-16-24 (date) buyer and seller entered into a contract for sale of the alcohol

related business known as: The Loop Brewing Company
(Name of business currently licensed)

Located at:
404 West A Street, Mc Cook, NE 69001
(Street Address) (City) (Zip Code)

Requested effective date of Temporary Operating Permit: 11-1-24
(date)

Seller hereby declares that they have no outstanding balances on all accounts with all Nebraska licensed wholesalers under Revised Section 53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

[Signature] Tyler Loop _____
Signature of Seller Printed Name Date

Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee subject to approval by the Nebraska Liquor Control Commission for a period not to exceed 90 days.

[Signature] Mindy L. Schmitz 9-16-24
Signature of Buyer Printed Name Date

APPLICATION FOR TEMPORARY OPERATING PERMIT

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

Name of current licensee (seller): Tyler Loop

Name of applicant (buyer): Mindy Schmitz - Schmitz NRI

On this date 8-16-24 (date) buyer and seller entered into a contract for sale of the alcohol

related business known as: The Loop Brewing Company
(Name of business currently licensed)

Located at:
404 West A (Street Address) McCook (City) , NE 69001 (Zip Code)

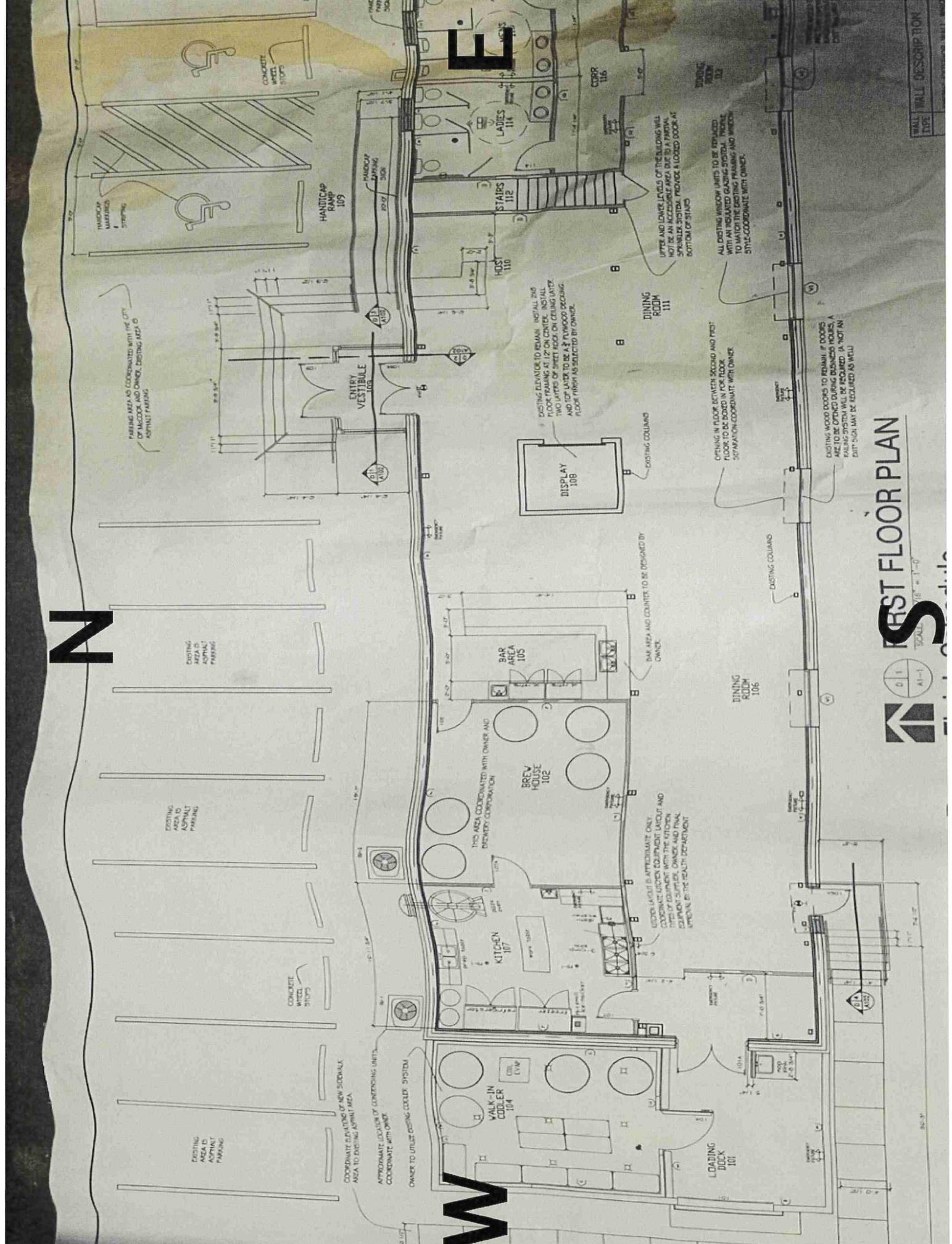
Requested effective date of Temporary Operating Permit: 11-1-24 (date)

Seller hereby declares that they have no outstanding balances on all accounts with all Nebraska licensed wholesalers under Revised Section 53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

Tyler Loop (Signature of Seller) Tyler Loop (Printed Name) 9/16/2024 (Date)

Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee subject to approval by the Nebraska Liquor Control Commission for a period not to exceed 90 days.

Mindy Schmitz (Signature of Buyer) Mindy L. Schmitz (Printed Name) 9-16-24 (Date)



N

W

E

FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



WALL DESCRIPTION

TYPE

DESCRIPTION

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

LIQUOR APPLICATION REPORT

POLICE DEPARTMENT REPORT

DATE REQUESTED: October 18, 2024

DUE DATE: October 28, 2024

APPLICANT: Schmitz Station, LLC

DBA: The Station

APPLICANT'S ADDRESS:

PHONE NUMBER (HOME):

(BUSINESS):

PROPOSED LICENSE ADDRESS: 404 West "A" Street, McCook

TYPE OF LICENSE: Class "I" - License

(Beer, Wine & Distilled Spirits, On Sale Only)

TYPE OF INVESTIGATION:

- | | |
|--|---|
| <input checked="" 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 type="checkbox"/> Manager |
| <input type="checkbox"/> Renewal - Long Form | |

TYPE OF BUSINESS:

- | | |
|--|---|
| <input type="checkbox"/> Hotel/Motel | <input checked="" type="checkbox"/> Restaurant/Food Service |
| <input type="checkbox"/> Liquor/On-Off Sale | <input type="checkbox"/> Liquor/On-Sale Only |
| <input 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. Gerry Hunter

Date: 10/28/24

EXHIBIT #4

PAGE(S) - 6

PREMISE:

1. Type of Neighborhood: Commercial; () Industrial; () Residential.
2. Condition:
 - a) Traffic: **400 West A Street – low to moderate traffic, some truck traffic.**
 - b) Parking: **Off-street parking**
3. Designation of Adjacent Street (Local, Collector, Minor or Major Arterial,Highway):
One block south of 400 West B Street – major travel route. North side of railroad tracks.
4. Street Width and Profile: **34 feet – paved, 2-lane (east/west)**
5. Speed Limit: **25 mph**
6. Average Daily Traffic Count: **Nearest NDOT Traffic Count from 2021 – 500 West B Street – 13,700 daily total count.**
7. Accident Report at Adjacent Intersections: **No accident reports located for this area.**
8. Analysis of Traffic Effects: **This is an existing business and should not have any additional impact on traffic in the area.**
9. Ready for Operation: Yes () No
If no, estimated date:
10. Type of Food Service: () Microwave Grill Kitchen
11. Number of Employees: Full Time: **28** Part Time:
12. Does premise comply with legal distance from churches, schools, etc.?
 Yes () No
If No, specify:
13. The Business has been inspected within the last three (3) months by the City’s Building Inspector. () Yes No (If yes, attach report)
Building Inspector and State Fire Marshall will be at the business the week of November 4, 2024.
14. The Business has been inspected within the last three (3) months by the City’s Fire Department. () Yes No (If yes, attach report)
15. Estimated Seating Capacity: **150 in the main room, 36 on the outdoor patio.**

16. Estimated Number of Customers per Day: **1,200 was the count for the most current week at the time of this report.**
17. Hours of Operation: **Tuesday – Sunday 11:00 a.m. – 9:00 p.m.**

FINANCING:

18. Purchase Price: **N/A**
19. Property/Equipment Value: **N/A**
20. Previous Year's Gross Receipts: **N/A**
21. Amount Financed: **N/A** Source: **N/A**
Collateral: **N/A** Co-Signers: **N/A**
22. Lease Agreement: **N/A**
23. Estimated Annual Payroll: **N/A**
24. Estimated Gross Income: **N/A** %Food: %Liquor:

MISCELLANEOUS:

25. Number of Licenses and Types within competitive distance:
Cita Deli – 110 West 1st Street - Class C Spirits, Wine, Beer On and Off Sale
Old Sarge's Bar – 114 West 1st Street - Class IB Beer Wine Spirits On sale; Beer Off Sale
Middle Casey's – 204 West B Street - Class D Beer, Wine, Spirits Off Sale Only
The Spirit Shop – 503 West B Street - Class D Beer, Wine, Spirits Off Sale Only
West Casey's – 704 West B Street - Class D Beer, Wine, Spirits Off Sale Only
26. Is another person responsible for Daily Operation? Yes () No
If yes, who? **McKenzie Schmitz – Front of House, Jesse Pierson - Kitchen**
(complete investigation of manager form)

PERSONAL HISTORY:

27. Applicant's name: **Mindy L. Schmitz**
28. Date of Birth: **August 28, 1963**
29. Sex: **Female**
30. Home address: **2105 Norris Avenue McCook, NE 69001**
31. Citizen of the United States? Yes () No
If Naturalized, Certificate Number: **N/A**
Place:
32. Proper Residence has been Established? Yes () No
If no, explain:
33. Criminal History – Has applicant been arrested and/or pled guilty to any
() misdemeanor? () felony? (If felony, attach detailed description.) **N/A**
34. Has applicant been cited for and/or been found in violation of the Liquor Laws of the
State of Nebraska or other State in which previously licensed?
() Yes () No (If yes, attach detailed description) **N/A**
35. Has applicant had a beneficial interest in another liquor license? () Yes No
If yes, Name, City, Address, Type of License: **N/A**
36. Records Check Made (civil history): () Yes No (Attach Records)
37. Investigation made of character/reputation of applicant, report details of investigation:
Nothing negative to report.
38. Number of Hours that will be spent by applicant at license premises each week? **20-30**
39. Number of hours that will be spent by applicant working in occupation other than
licensed premises each week? **35**
41. Applicant will oversee in person the management of licensed premises? Yes () No
42. Another person will be responsible for the management of the licensed premises?
() Yes No (If yes, attach investigative report for manager)

PERSONAL HISTORY – SPOUSE:

43. Spouses Name: **Brett A. Schmitz**
44. Date of Birth: **August 18, 1966**
45. Sex: **Male**
46. Home Address: **2105 Norris Avenue McCook, NE 69001**
47. Citizen of the United States? Yes () No
If no, explain:
48. Proper residence has been established? Yes () No
If no, explain:
49. Criminal History – Has spouse been arrested and/or pled guilty to any () misdemeanor?
() felony? (If felony, attach detailed description.) **N/A**
50. Has spouse been cited for and/or been found in violation of the Liquor Laws of the State of Nebraska or other State in which previously licensed?
() Yes () No (If yes, attach detailed description.) **N/A**
51. Has spouse had a beneficial interest in another liquor license? () Yes No
If yes, Name, City, Address, Type of License:
52. Records check made (civil history). () Yes No (attach records)
53. Investigation made of character/reputation of spouse, report details of investigation:
Nothing negative to report.
54. Number of Hours that will be spent by spouse at licensed premises each week? **40-50**
55. Number of Hours that will be spent by spouse working in occupation other than license premises each week? **0**
56. Spouse will oversee in person the management of the licensed premises?
 Yes () No
57. Another person will be responsible for the management of the licensed premises?
() Yes () No (If yes, attach investigative report for manager.)

PERSONAL HISTORY – MANAGER:

58. Manager's Name: **McKenzie Schmitz/Jesse Pierson**
59. Date of Birth: **August 23, 1993/July 7, 1990**
60. Sex: **Female/Male**
61. Home Address: **1204 Norris Avenue McCook, NE 69001**
62. Citizen of the United States? Yes () No
If Naturalized, Certificate Number: **N/A**
Place:
63. Proper residence has been established? Yes () No
If no, explain:
64. Criminal History – Has manager been arrested and/or pled guilty to any
() misdemeanor? () felony? (If felony, attach detailed description.) **N/A**
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 () No **N/A**
66. Has manager had a beneficial interest in another liquor license? Yes () No
If yes, Name, City, Address, Type of License: **Jesse Pierson – 15% ownership in
Loop Brewing Company – 404 West A Street McCook, NE 69001**
67. Records check made (civil history). () Yes No (attach records)
68. Investigation made of character/reputation of manager, report details of investigation:
Nothing negative to report.
69. Number of Hours that will be spent by manager at licensed premises each week:
McKenzie Schmitz 40-50, Jesse Pierson 60-70
70. Number of Hours that will be spent by manager working in occupation other than
licensed premises each week: **0**

**CITY MANAGER'S REPORT
NOVEMBER 4, 2024 CITY COUNCIL MEETING**

ITEM: 2.C. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review committee regarding meeting held October 28, 2024.

ITEM: 2.D. Accept the minutes of the July 22, 2024 Economic Development Plan Citizen's Advisory Review Committee meeting.

BACKGROUND:

Quarter Economic Development Plan Citizen's Advisory Review Committee meetings were held on April 22, 2024 and July 22, 2024. Per the City's Plan, a public hearing will be held to discuss the contents of the meetings.

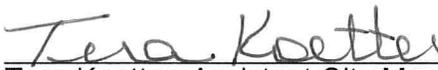
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 29, 2024



Tera Koetter, Assistant City Manager

October 29, 2024



Nathan A. Schneider, City Manager

October 29, 2024

EXHIBIT #1

PAGE(S) - 1

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mayor and City Council of McCook, Nebraska will hold a public hearing on November 4, 2024 at 5:30 p.m. in the City Council Chambers of the McCook Municipal Center concerning the findings and suggestions of the LB840 Citizens Advisory Committee regarding the functions and progress of the economic development program for the City of McCook. Individuals requiring physical or sensory accommodations including interpreter services, braille, large print, or recorded materials, please contact the City Clerk at 308-345-2022.

-s- Lea Ann Doak,
City Clerk-Treasurer

Publish: October 31, 2024

EXHIBIT #2

PAGE(S) - 1

AGENDA

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

QUARTERLY MEETING

MONDAY, OCTOBER 28, 2024

12:00 P.M.

HERITAGE SENIOR CENTER CONFERENCE ROOM

CALL TO ORDER

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

- ITEM NO. 1** Review and approve minutes of the July 22, 2024 meeting.
- ITEM NO. 2** Review McCook LB840 Economic Development Program Quarterly Reports.
- ITEM NO. 3** Update of LB840 Program Balances.
- ITEM NO. 4** MEDC Director's Report
- ITEM NO. 5** Open Discussion
- ITEM NO. 6** Next meeting date: January 27, 2025
- ITEM NO. 7** Adjournment

EXHIBIT #3

PAGE(S) - 7

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

Program Year 10/01/23 - 9/30/24

Q4 - 9/30/2024*

	Beginning Cash on Hand	YTD Receipts	YTD Expenditures	Ending Balance	Program Total
Loan & Grant Program	\$ 949,660.92	\$ 335,195.84	\$ 431,519.44	\$ 853,337.32	
Loan Repayments		\$ 153,437.79		\$ 153,437.79	
Legal					
Publishing			\$ 115.84	\$ (115.84)	
Miscellaneous				\$ -	
Interest		\$ 21,973.88		\$ 21,973.88	
TOTAL				<u>\$ 1,028,633.15</u>	\$ 1,028,633.15
 Ending Balance					 <u><u>\$ 1,028,633.15</u></u>

MEDC Administration \$ - \$ 148,476.00 \$ 148,476.00 \$ -

*September's interest has not yet been posted, and the bank reconciliation for that month is still being processed.

McCook Growth Fund (LB840) AVAILABLE FUNDS

Program Year 10/01/23 - 9/30/2024

Q4 - Balances as 09/30/2024

	Program Balance	Reserved Funds	Available
Loan, Grants and Projects	\$ 1,028,633.15		
McCook Business Park - Ph. II Studies/Rpts		\$10,730.78	
Retail Coach		\$1,456.93	
North Pointe Term Loan Interest (estimate)		\$25,500.00	
Business Park LOC Interest (estimate)		\$70,000.00	
MEDC North Pointe HOA Legal Expenses		\$2,000.00	
Loan to City of McCook For Walter Property Purchase		\$250,000.00	
Early Childhood Education			
New Provider Scholarship/Startup			
Funds/Infant Incentives		\$27,856.00	
Early Childhood Donation YMCA		\$100,000.00	
Total Reserved and Committed		<u>\$487,543.71</u>	
Total Funds Available			<u>\$ 541,089.44</u>

**McCook Growth Fund (LB840) Economic Development Program
Fourth Quarter Report
October 1, 2023-September 30, 2024**

Approved, but not yet completed or paid:

The Retail Coach Consulting Firm	2024	\$1,456.93
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In 2023, the MEDC dedicated significant efforts to reassessing our local retail attraction strategies. While we initially explored promising leads, none materialized as expected. Seeking guidance, we contacted Economic Development organizations across the state and, based on recommendations, approached The Retail Coach, a consulting firm located in Mississippi. Subsequent discussions, culminating in a compelling proposal, led the retail committee to endorse the decision to engage their services before presenting the recommendation to the MEDC Board of Directors. The contract was formalized in December 2023, and our inaugural meeting with The Retail Coach took place in January 2024.

Early Childhood / MEDC Infant Incentive Program	2024	\$27,856
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MEDC Board of Directors has officially authorized the continuation of their commitment to the McCook C4K initiatives, allocating an additional \$10,000 from LB840 funds this past fall. This funding will continue to be divided into available funding for the Infant program and for Startup/Expansion funds, aiming to sustain and further bolster the efforts of local early childcare providers and centers.

McCook Business/Industrial Park Expansion	2024	\$70,000
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The subsequent phase of the business park's development involves extending the streets and infrastructure into this expanded zone. This includes tasks like road construction, the establishment of a rail spur connected to the BNSF main line, as well as the provision of water, sewer, and electrical utilities. The MEDC is actively exploring a range of local and state funding options to support this vital infrastructure expansion. Ideally, a combination of Tax Increment Financing (TIF) and grants would be sought to cover the majority of these associated costs. Work on this area's infrastructure is planned to begin this coming spring.

Business Park Expansion – Environmental Studies	2024	\$10,730.78
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As part of our due diligence process, the MEDC has ordered a series of environmental studies for the newly expanded business park area. These comprehensive reports are essential for the ongoing development and aim to meet the requirements of the BNSF Certified Site program. By ensuring compliance with these standards, the MEDC facilitates the attraction and recruitment of businesses and industries to the expanded park, driving economic growth and development in McCook.

North Point Housing Development	2024	\$2,000
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As part of the subdivision development at North Pointe, a Homeowners Association (HOA) will be established to uphold uniform standards and requirements outlined in the covenants for all home and lot owners, including maintenance of the subdivision's drainage out lot. The HOA

ensures the construction of quality homes, prevents lot hoarding or exclusive garage/shop usage, helps maintain property values, and ensures proper care and maintenance of subdivision drainage for the North Pointe Addition so as not to impact surrounding properties negatively.

North Pointe Street & Infrastructure **2024** **\$25,500**

The MEDC is actively progressing with plans to install street paving and relocate water and sewer lines within the North Pointe Addition housing development project area. Our strategy involves leveraging Tax Increment Financing (TIF) along with other funding sources to facilitate the infrastructure enhancements. Street paving, water, sewer, and electrical service installation is scheduled to begin this coming spring with housing slated this summer.

Loan to the City of McCook **2024** **\$250,000**

The McCook Economic Development Corporation (MEDC) Board of Directors approved a LB840 loan of \$250,000.00 to the City of McCook, last month, for the purchase of approximately 130 acres north of Q Street (Walter's property). This acquisition is pivotal for McCook's future growth and expansion, offering diverse benefits to residents. The property will feature a new recreational complex and provide opportunities for housing, retail/commercial development, as well as walking, biking, and hiking trails. It will also include additional green spaces for community enjoyment.

Early Childhood/Youth Development Center Donation to YMCA Proj. **2024** **\$100,000**

The MEDC demonstrates its commitment to early childcare in McCook through initiatives that support our community providers. These programs are essential in aiding families and fostering workforce development, ensuring our youngest residents receive exceptional care and education. The board has furthered its support by committing \$100,000 over 5 years (\$20,000 annually) to the YMCA's renovation and expansion project. This funding will specifically benefit the Early Childhood/Youth Development Center, enhancing programming, activities, child watch services, and more.

LB 840 Expenses in the 2nd Quarter

Loan, Grant, and Program Fund

North Pointe Street & Infrastructure - Infrastructure Loan to MEDC **2024** **\$240,341.37**

The McCook Economic Development Corporation (MEDC) is instrumental in jump-starting the development of the North Pointe subdivision project. This initiative includes paving streets and extending water, sewer, and electrical utilities to the new subdivision. To facilitate this development, the MEDC will utilize LB840 funds to help cover and lower the interest costs of the financing until Tax Increment Financing (TIF) revenue begins to flow in. This strategic financial support ensures the project's momentum and underscores MEDC's commitment to enhancing McCook's infrastructure and residential growth. The LB840 funds will be replaced on the back side of the project after the commercial loan has been paid.

Mid-State Engineering & Testing **2024** **\$9,242**

Mid-State Engineering & Testing has finalized the geotechnical study by drilling samples for the expanded business park. These detailed reports are crucial for advancing the ongoing

development of McCook's newly expanded industrial park. The study included soil composition analysis, foundation recommendations, and assessments of geological stability, ensuring informed decision-making for infrastructure planning and construction timelines.

Micro-enterprise Loan Program	2024	\$12,000
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The MEDC Board of Directors approved a micro-enterprise loan for Elevate Wellness, LLC to acquire specialized exercise equipment for their new facility. A \$12,000 portion of LB840 funds was allocated as our matching contribution to the loan. Additionally, we received \$28,000 from the Nebraska Department of Economic Development (DED), which has been reinvested into the fund to support future business loan initiatives. This transaction fulfills our state obligation, eliminating the need for further matching funds for upcoming loans.

Other Expenses

Program Administration and Operations	7/19/2024	\$12,373.00
Program Administration and Operations	8/19/2024	\$12,373.00
Program Administration and Operations	9/20/2024	\$12,373.00

McCook Growth Fund (LB840) Loan Status Report
09-30-2024

Current Loans	Loan Amount (a)	Late Payment Fees (b)	Interest Rate	Loan Term (Years)	Date Loan Made	Interest Earned (c)	Payments Made (d)	Loan Balance Remaining (a+b+c-d)	Loan Status
MEDC North Pointe Phase II	\$ 240,341.37		0%		7/23/2024	\$ -	\$ -	\$ 240,341.37	Current
HOKYL, LLC (Purchased Bee Little)	\$ 100,000.00		4%	5	4/1/2024	\$ 2,122.33	\$ 6,084.00	\$ 96,038.33	Current
Hot Tub Brokers	\$ 100,000.00		2%	10	12/13/2021	\$ 4,759.90	\$ 30,345.48	\$ 74,414.42	Current
Early Morning Cackle, LLC	\$ 55,700.00	\$ 240.00	3%	10	3/19/2020	\$ 6,021.61	\$ 28,876.55	\$ 33,085.06	Current
Straight Align, LLC	\$ 50,000.00		3%	10	10/1/2019	\$ 5,769.22	\$ 28,485.20	\$ 27,284.02	Current
American Agricultural Laboratory	\$ 75,000.00		2%	10	2/5/2017	\$ 7,352.82	\$ 63,489.28	\$ 18,863.54	Current
MEDC North Pointe Phase I TIF Bond	\$ 208,000.00		0%	22	4/2/2015	\$ 0.00	\$ 207,264.78	\$ 735.22	Current
Clary Village Equity (Non-Recourse Loan - to be paid from residual cash flow)	\$ 120,000.00		4%	15	3/16/2015	\$ 47,489.45	\$ 47,304.65	\$ 120,184.80	Current*
MEDC Clary Village TIF	\$ 178,622.92		0%	17	3/16/2015	\$ 0.00	\$ 101,908.74	\$ 76,714.18	Current
East Ward Village (Non-Recourse Loan - to be paid from residual cash flow)	\$ 105,000.00		2%	15	7/11/2012	\$ 16,129.71	\$ 90,106.58	\$ 31,023.13	Current
Totals	\$ 1,232,664.29	\$ 240.00				\$ 89,645.04	\$ 603,865.26	\$ 718,684.07	

*This is a Non-Recourse Developer Loan/Agreement. Payments to the loan are comprised of residual income (available Net Cash Flow) from the property, when available, per the Operating Agreement, for the agreed term. Upon the Maturity Date, the entire unpaid principal balance and accrued interest is due from the borrower. Additionally, since it is a non-recourse agreement, there is the possibility of a balance could remain after the Maturity Date, MEDC would require the borrower for final payment, or consider a grant option. Nevertheless, at the end of the agreed term, MEDC would fully acquire all land, property, and equity derived from the development project, which is typically substantially of greater value.

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

Monday – July 22, 2024
12:00 P.M. at the Heritage Senior Center Conference Room

The Economic Development Plan Citizen's Advisory Review Committee of the City of McCook was called to order by Charlie McPherson and began at 12:15 P.M.

A copy of the Open Meetings Act is posted on the in the Heritage Senior Center Conference room and is available for public review.

Present: Tera Koetter, Assistant City Manager; Tracy Burkey, Recording Secretary; Members: Alexis Davidson, Warren Jones, Jeanette Peters, Rick Sinner, and Charlie McPherson, MEDC Director.

Absent: Nate Schneider, City Manager; Members: Sarah Renner, Sean Wolfe, and Jordan Johnson

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on July 18, 2024, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Economic Development Plan Citizen's Advisory Review Committee. Availability of the agenda was communicated in advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

(1) REVIEW AND APPROVE MINUTES OF APRIL 22, 2024, MEETING.

Davidson introduced a motion to approve the April 22, 2024, minutes; Jones seconded the motion. All members present voted in the affirmative. Motion passed. 4 VOTES YEA, 0 NAY, 3 ABSENT.

(2) REVIEW LB840 ECONOMIC DEVELOPMENT PROGRAM QUARTERLY REPORTS.

MEDC Director McPherson reviewed the McCook Growth Fund Program Balances and McCook Growth Fund Available Funds reports prepared by MEDC for the 10/01/23 – 09/30/24 program year with the committee.

As of 6/30/2024 the LB840 Program balance is \$1,153,525.31. Funds are currently allocated in the amount of \$548,137.93. This leaves an available balance of \$605,387.38.

EXHIBIT #4

PAGE(S) - 4

(3) UPDATE OF REVENUES COLLECTED The McCook Growth Fund Loan Status Report shows all loans are current. The LB840 Program Balances report, receipt register and check register were provided.

(4) ECONOMIC DEVELOPMENT DIRECTOR REPORT

Approved, but not yet completed or paid:

The Retail Coach Consulting Firm

“In 2023, the MEDC dedicated significant efforts to reassessing our local retail attraction strategies. While we initially explored promising leads, none materialized as expected. Seeking guidance, we contacted Economic Development organizations across the state and, based on recommendations, approached The Retail Coach, a consulting firm located in Mississippi. Subsequent discussions, culminating in a compelling proposal, led the retail committee to endorse the decision to engage their services before presenting the recommendations to the MEDC Board of Directors. The contract was formalized in December 2023, and our inaugural meeting with The Retail Coach took place in January 2024.” They have been to town a few times already. It will take them approximately a year to gain all the necessary knowledge of the community.

Early Childhood Education New Provider Scholarship/Startup Funds

“MEDC Board of Directors has officially authorized the continuation of their commitment to C4K initiatives, allocating an additional \$10,000 from LB840 funds this past fall. This funding will be divided into \$15,000 for the infant program and \$5,000 for Expansion, aiming to sustain and further bolster the efforts of local early childcare providers and centers.” Community Hospital, MNB, and EDC have partnered so that this program can run year-round.

McCook Business/Industrial Park Expansion

“The subsequent phase of the business park’s development involves extending the streets and infrastructure into this expanded zone. This includes tasks like road construction, the establishment of a rail spur connected to the BNSF main line, as well as the provision of water, sewer, and electrical utilities. The MEDC is actively exploring a range of local and state funding options to support this vital infrastructure expansion. Ideally, a combination of Tax Increment Financing (TIF) and grants would be sought to cover the majority of these associated costs. Work on the area’s infrastructure is planned to begin this coming spring.”

Business Park Expansion Project-Environmental Studies

“As part of our due diligence process, the MEDC has ordered a series of environmental studies for the newly expanded business park area. These comprehensive reports are essential for the ongoing development and aim to meet the requirements of the BNSF Certified Site program. By ensuring compliance with these standards, the MEDC facilitates the attraction and recruitment of

businesses and industries to the expanded park, driving economic growth and development in McCook.”

Business Park Expansion Project-Infrastructure Loan to MEDC

“The business park expansion project has helped the MEDC to demonstrate its commitment to attracting new businesses and industries to McCook. This initiative includes paving streets and extending water, sewer, and electrical utilities to the new business park area. To facilitate this development, the MEDC will utilize LB840 funds to help cover and lower the interest costs of the financing until Tax Increment Financing (TIF) revenue begins to flow in. This strategic financial support ensures the project’s momentum and will be able to promote McCook and our business park on a national level. The LB840 funds will be replenished after the commercial loan has been repaid.”

North Pointe Street & Infrastructure

Infrastructure has been added to North Pointe. This development includes street paving of “S” Street and extended West 9th Street, water, sewer, and electrical service installation.

North Pointe Street & Infrastructure-Infrastructure Loan to MEDC

“The MEDC is instrumental in jump-starting the development of the North Pointe subdivision project. This initiative includes paving streets and extending water, sewer, and electrical utilities to the new subdivision. To facilitate this development, the MEDC will utilize LB840 funds to help cover and lower the interest costs of the financing until Tax Increment Financing (TIF) revenue begins to flow in. The strategic financial support ensures the project’s momentum and underscores MEDC’s commitment to enhancing McCook’s infrastructure and residential growth. The LB840 funds will be replaced on the back side of the project after the commercial loan has been paid.”

Micro-enterprise Loan Program

“Earlier this year, the MEDC played a crucial role in assisting with the smooth transition of a prominent childcare center in McCook. This center offers approximately 150 childcare slots, catering to infants through school-age children, and it was vital for the MEDC to provide support during this transition. Through the utilization of the Economic Development Revolving Loan Fund (LB840 Gap Loan) Program, we ensured that these essential childcare services remained available to our local families. Upon the MEDC Loan Committee’s recommendation to approve the loan, the Board of Directors and the McCook City Council approved the gap loan to Hokyl, LLC to purchase Bee Little Daycare.”

(5) OPEN DISCUSSION

Swimming Pool opened on July 17, 2024. Things are going well, and citizens are enjoying the pool.

Sinner questioned whether anyone has any good ideas on employee retention. He also mentioned the possibility of an incentive program for hiring seniors.

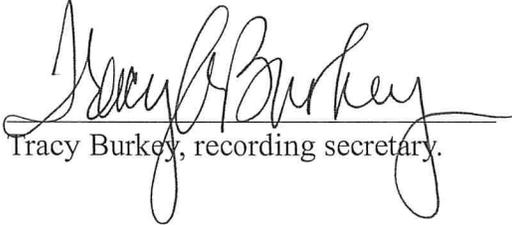
Jones questioned the status of the rail spur at the Business Park. McPherson stated that BNSF is hoping to get it put in before October or they will have to wait out the winter months. It is vital for Performance Plus to have it in before winter.

(6) NEXT MEETING DATE

Next meeting date will be October 21, 2024, at 12:00 PM at the Heritage Senior Center conference room.

(7) ADJOURNMENT

The meeting was adjourned at 12:45 PM.



Tracy Burkey, recording secretary.

**CITY MANAGER'S REPORT
NOVEMBER 4, 2024 CITY COUNCIL MEETING**

ITEM: 3.A.

Approve the minutes of the October 21, 2024 regular City Council meeting and the October 25, 2024 special City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 29, 2024

McCook City Council
October 21, 2024
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, Utilities Director Fawver, Fire Chief Harpham, Police Chief Hodgson, Public Works Director Potthoff, and Senior Services Director Siegfried.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 17, 2024, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Taylor announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Invocation was provided by Jeff Donelan, McCook Evangelical Free Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

1. Announcements & Recognitions.

City Manager Schneider informed the Council that a special meeting has been scheduled for the coming Friday, October 25, 2024, at 8:00 A.M. for consideration of the RFQ for the design, preparation of construction documents, bid, and to oversee the construction of the McCook Sports Complex.

Mayor Taylor honored two individuals for their dedicated service to the City of McCook. Dick Trail, who served on the airport Advisory Board from August 2013 to September 2024 and Dale Dueland, who served on the Planning Commission from October 1997 to October 2024.

2. Public Hearings.

2.A. Public Hearing - Regarding the voluntary annexation of a tract of land located in the Northwest Quarter (NW 1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29) West of the 6th P.M., Red Willow County, Nebraska.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the voluntary annexation of a tract of land located in the Northwest Quarter (NW 1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29) West of the 6th P.M., Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Weedin, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 21, 2024 City Council meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Legal Description of the proposed annexation area (1 page); Exhibit #4- minutes of the October 14, 2024 Planning Commission meeting (3 pages); Exhibit #5- McCook Planning Commission Resolution No. PC 2024-03 (2 pages); and Exhibit #6 - Proposed Ordinance No. 2024-3093 (2 pages).

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

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

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

2.B. Ordinance No. 2024-3093 approving the voluntary annexation of a tract of land located in the Northwest Quarter (NW 1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29) West of the 6th P.M., Red Willow County, Nebraska.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3093 by title.

AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF MCCOOK, COUNTY OF RED WILLOW, STATE OF NEBRASKA, BY ANNEXING THERETO A CERTAIN TRACT OF LAND CONTIGUOUS TO AND NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE CITY OF MCCOOK, NEBRASKA; REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2024-3093 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council. This motion, made by Muehlenkamp and seconded by Weedin, passed.

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

Motion for final passage of Ordinance No. 2024-3093. This motion, made by Muehlenkamp and seconded by Rambali, passed.

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

YEA: 5, NAY: 0

Mayor Taylor stated for the record that Ordinance No. 2024-3093 is declared lawfully passed and adopted upon publication as required by law.

- 2.C. Public Hearing - Regarding the adoption of a redevelopment plan entitled "Redevelopment Plan for the Walters Multi-Use Redevelopment Project" for land located in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29) West of the 6th P.M., Red Willow County, Nebraska.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the adoption of a redevelopment plan entitled "Redevelopment Plan for the Walters Multi-Use Redevelopment Project" for land located in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29) West of the 6th P.M., Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Weedon, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 21, 2024 City Council meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Planning Commission Resolution No. PC2024-03 (1 page); Exhibit #4 - proposed Redevelopment Plan (69 pages); Exhibit #5 - minutes of the October 14, 2024 Planning Commission meeting (3 pages); and Exhibit #6 - proposed Resolution No. 2024-28 (1 page).

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

Craig Bennett and Jason Combs, of Miller & Associates, reviewed the proposed Redevelopment Plan for the Walters Multi-Use Redevelopment Project and answered questions from the Council and public.

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

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

- 2.D. Approve Resolution No. 2024-28, approving a redevelopment plan entitled "Redevelopment Plan for the Walters Multi-Use Redevelopment Project" for a tract of land located in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29) West of the 6th P.M., Red Willow County, Nebraska.

Motion to approve Resolution No. 2024-28, recommending the adoption approving a redevelopment plan entitled "Redevelopment Plan for the Walters Multi-Use Redevelopment Project" for a tract of land located in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29) West of the 6th P.M., Red Willow County, Nebraska. This motion, made

by Muehlenkamp and seconded by Weedin, passed.

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

3. Consent Agenda.

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

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

- 3.A. Approve the minutes of the October 7, 2024 regular City Council meeting.
- 3.B. Approve an Interlocal Cooperation Agreement between the City of McCook and Red Willow County Sheriff's office and authorize the Mayor to sign.
- 3.C. Approve the McCook Area Chamber of Commerce request to use City facilities for a Christmas Celebration on Saturday, December 7, 2024 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 the northbound lane of Norris Avenue to East 2nd Street; East 1st Street from East "F" Street to East "I" Street; East "H" Street from northbound lane of Norris Avenue to East 2nd Street; and the Norris Avenue north bound lane from East "G" Street to East "H" Street for carriage rides; to utilize Norris Avenue sidewalks and streets on December 15th for a small train ride after the showing of the Polar Express movie at the Fox Theatre.
- 3.D. Forward to the City's insurance carrier for review and appropriate action a property damage claim from Judy Workman.
- 3.E. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit and cable at East 1st and East "M" Streets.
- 3.F. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit and cable and one new ground level vault; cable will provide services for new duplexes on Seminole Drive and Cheyenne Road.
- 3.G. Authorize City of McCook staff to submit a Municipal Infrastructure Aid Program Grant.
- 3.H. Ratify the Mayor's appointment to the Housing Agency Board, reappointing Terry Peterson, term expires November 2029.

- 3.I. Receive and file the claims for the month of September 2024, published October 15, 2024.
- 3.J. Accept the minutes of the October 14, 2024 Planning Commission meeting.
- 3.K. Authorize city staff to submit a Nuisance Abatement Program Application to West Central Nebraska Development District, Inc.

4. Regular Agenda.

- 4.A. Recognize a McCook Community Foundation Fund grant in the amount of \$29,289.22 that was awarded to the City for the purpose of making the McCook Aquatic Park admission free to the public during its opening summer.

The City Council recognized and thanked the McCook Community Foundation Fund (MCFF) for their generous grant of \$29,289 that made admission to the McCook Aquatic Park free for the public during its first summer of operation. Members present from the MCFF Fund Advisory Committee were Cindy Huff, Sean Wolfe, and Dale Dueland.

- 4.B. Update regarding the sports complex project.

City Manager Schneider gave an update of the sports complex project. The Sports Complex Committee held their first meeting and began discussion of items desired for the complex to be included in the RFQ for design of the McCook Sports complex. As noted during the presentation from Miller & Associates, the committee has a very progressive schedule for selection of the firm for the design of the complex. In order to use ARPA funds for the design, City Staff hopes to approve the firm at the December 2 meeting and have contract approval at the December 16 meeting.

- 4.C. Discussion regarding the property located at 1107 West 4th Street.

Discussion was held regarding the property located at 1107 West 4th Street. The property was damaged in a 2019 fire and due to nuisance and safety concerns was removed at the City's expense. The Council agreed the best option would be to have a buyer who wants to build a residential home. No final decision was made regarding the sale of the property.

- 4.D. Council Comments.

Councilmember Weedin noted how awesome the recently laid sod looks at the new Aquatics Park. The sod was laid with the assistance of the McCook High School football team.

- 4.E. 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 pending litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin.

Motion to go into executive session for the protection of public interest for a strategy session with respect to potential litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin

at 6:50 P.M. This motion, made by Taylor and seconded by Calvin, 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 potential litigation - property located 1111 East "H" Street, Cindy and Ron Sabin. The Council will reconvene in public session following this closed session.

Included in the executive session were City Manager Schneider, City Attorney Mustion, Assistant City Manager Koetter, and City Clerk-Treasurer Doak.

Motion to come out of executive session at 7:00 P.M. This motion, made by Calvin and seconded by Rambali, 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 7:01 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

McCook City Council
October 25, 2024
8:00 A.M. Central

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, special, and public session at 8:00 o'clock A.M. in the City Council Chambers.

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

Absent: Councilmember Muehlenkamp.

City Officials present: City Manager Schneider, City Clerk Doak, Assistant City Manager Koetter. Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 22, 2024, 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.

1. Approve the Request for Qualifications for the design, preparation of construction documents, bid, and to oversee the construction of the McCook Sports Complex and set the date and time to receive proposals as no later than 4:00 P.M., November 14, 2024.

Motion to approve the Request for Qualifications for the design, preparation of construction documents, bid, and to oversee the construction of the McCook Sports Complex and set the date and time to receive proposals as no later than 4:00 P.M., November 14, 2024. This motion, made by Calvin and seconded by Taylor, passed.

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

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 8:06 A.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
NOVEMBER 4, 2024 CITY COUNCIL MEETING

ITEM: **3.B.**

RECOMMENDATION:

APPROVE TECHNICAL SPECIFICATIONS AND PROCUREMENT DOCUMENTS FOR INJECTION WELL BUILDING MODIFICATIONS AT THE WASTEWATER TREATMENT PLANT AND SET DATE TO RECEIVE BIDS FOR DECEMBER 5, 2024 AT 2:00 PM.

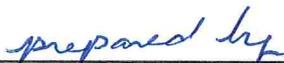
BACKGROUND:

The project will be to renovate the existing injection well building to provide a removable section of the building to allow for future ease of removal during well maintenance and construction. The existing building is located on the southwest boundary of the WWTF property. The Contractor or building supplier shall provide a Lump Sum Bid for the project.

FISCAL IMPACT:

This storage building will be funded from uncommitted funds from the Water Department.

APPROVALS:



David K. Blau, Project Engineer

Date: _____



Pat Fawver, Utility Director

Date: 10-30-24



Nate Schneider, City Manager

Date: 10-30-24

REQUEST FOR BIDS/PROPOSALS

Separate sealed Proposals/Bids will be received at the City Clerk's Office by Lea Ann Doak, City Clerk, in City of McCook, 505 West C Street, McCook, Nebraska until 2:00 PM Local Time on December 5, 2024, and then such proposals/bids shall be immediately publicly opened and read aloud in the City Council Chambers, for furnishing all equipment, labor, materials and appurtenances required to construct INJECTION BUILDING MODIFICATIONS. The work will include renovating the existing injection well building to provide a removable section of the building to allow for future ease of removal during well maintenance and construction. The existing building is located on the southwest boundary of the WWTF property.

The Owner reserves the right to reject any or all bids; and to waive irregularities or informalities to accept the BID it deems most beneficial. Bids received after the specified time of closing will be returned unopened.

The Contract Documents may be examined at the following locations:

Miller & Associates, 1111 Central Avenue, Kearney, NE 68847
Miller & Associates, 109 East 2nd Street, McCook, NE 69001
City of McCook, 505 West C Street, McCook, NE 69001

Copies of the Contract Documents may be obtained at the office of Miller & Associates, Consulting Engineers, P.C. located at 1111 Central Avenue, P.O. Box 306, Kearney, Nebraska 68847, Telephone 308/234-6456 upon payment of \$40 for each half-size set. A complete set of electronic copies of drawings, specifications, contract documents and proposal form may be obtained from www.miller-engineers.com for a fee of \$25.00 (non-refundable). Once logged into the website, go to "Bidding Documents" [in the upper right-hand corner of the homepage] and you can select the set of documents to download.

The Owner is an equal opportunity employer and requires all contractors and consultants to comply with all applicable Federal and State laws and regulations.

-s- Lea Ann Doak, City Clerk

Publish: November 8, 15, and 22, 2024.



REQUEST FOR
PROPOSAL
FOR

**INJECTION BUILDING
MODIFICATIONS
WASTEWATER TREATMENT PLANT**

**LOCATION: 38650 RAVENSWOOD ROAD
McCOOK, NEBRASKA**

2024

Project No. 200-D1-030-24

MA
Miller & Associates

CERTIFICATE OF AUTHORIZATION #CA0021

Set # _____

REQUEST FOR PROPOSAL FOR

INJECTION BUILDING MODIFICATIONS

McCOOK, NEBRASKA

2024

Project No. 200-D1-030-24



I hereby certify that this document was prepared by me, or under my direct supervision, that I am a duly registered professional engineer under the laws of the State of Nebraska.

David K. Blau, P.E., Coordinating Professional

I, David K. Blau, am the Coordinating Professional on the INJECTION BUILDING MODIFICATIONS project.

TABLE OF CONTENTS

	PAGE
I. CONTRACT DOCUMENTS	
a. Request for Proposals	RP-1
b. Proposal Form	P-1 to P-2
c. General Provisions	G-1 to G-3
d. Agreement	A-1 to A-2
e. Certificate of Insurance	1 of 1
II. SPECIFICATION SECTIONS	
a. Summary of Work	10-1
b. Structural Concrete	11-1 to 11-8
c. Shop Drawings, Project Data, and Samples	22-1 to 22-3
III. PLAN DRAWINGS	
a. Title Sheet & Index of Drawings	43012
b. Floor Plan, Exterior Elevations and Notes	43011
c. Section and Details	43010
d. Structural Notes	43009
e. Structural Plans	43008
f. Structural Details	43007

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The Owner is an equal opportunity employer and requires all contractors and consultants to comply with all applicable Federal and State laws and regulations.

(SEAL)

CITY OF McCOOK
(OWNER)

ATTEST:

City Clerk

By _____
Mayor

for each day that expires after the time specified the Agreement for readiness and payment.

7. Taxes shall be included in the BID for non-exempt materials and equipment. The OWNER will appoint the CONTRACTOR to be its agent to purchase materials and equipment which are determined to be exempt from tax as outlined by the Nebraska Department of Revenue. The CONTRACTOR is responsible for calculating the labor and material sales tax correctly, as required by the Nebraska Department of Revenue. CONTRACTOR is also responsible for reporting the appropriate information to the Nebraska Department of Revenue.

Respectfully submitted this ___ day of _____, 20___.

[COMPANY NAME]_____

By _____ (Name)

_____ (Title)

[ADDRESS]_____

**GENERAL
CONDITIONS**

GENERAL PROVISIONS

1.1 LIMITS OF INSURANCE - The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

A. Workers' Compensation:

(1)	State; Nebraska	Statutory
(2)	Applicable Federal (e.g. Longshoreman)	Statutory
(3)	Employer's Liability: \$100,000 each accident/\$500,000 aggregate policy limit for disease/\$100,000 each disease.	

B. Commercial General Liability Insurance which shall also include completed operations and property liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR:

(1)	\$1,000,000	General Aggregate [Except Products - Completed Operations]
(2)	\$1,000,000	General Aggregate [Products - Completed Operations]
(3)	\$500,000	[Personal & Advertising Injury]
(4)	\$500,000	Each Occurrence [Bodily Injury & Property Damage]
(5)	Property Damage Liability Insurance will Provide Explosion, Collapse, and Underground Coverage where applicable	

C. Automobile Liability: OWNED, NON-OWNED AND HIRED AUTOMOBILES

(1)	Liability: \$500,000 \$500,000	Comblned Single Limit Each Accident
-----	--------------------------------------	--

D. Umbrella Liability:

(1)	Excess Liability \$1,000,000 \$1,000,000	General Aggregate Each Occurrence
-----	--	--------------------------------------

The certificate holder on the Certificate of Insurance shall be as follows:

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

E. The Contractual Liability required by Paragraph 5.4.10 of the General Conditions shall provide coverage for not less than the following amounts:

(1)	\$500,000 \$500,000	General Aggregate Each Occurrence [Bodily Injury & Property Damage]
-----	------------------------	---

F. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

1. This insurance shall:
 - a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 - b. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - c. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - d. allow for partial utilization of the Work by Owner;
 - e. include testing and startup; and
 - f. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
2. Contractor shall be responsible for any deductible or self-insured retention.

1.2 LB 403 CONTRACT PROVISIONS - NEW EMPLOYEE WORK ELIGIBILITY STATUS - The CONTRACTOR is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The CONTRACTOR hereby agrees to contractually require any Sub-contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. The Contractor hereby attests to the truth of the following certifications, and agrees as follows:

Nebraska Revised Statute Section 4-114. Contractor certifies compliance with the provisions of Section 4-114 and, hereby certifies that this Contractor shall register with and use a federal immigration verification system to determine the work eligibility of new employees physically performing services within the State of Nebraska. Contractor agrees to require all Sub-contractors by contractual agreement to require the same registration and verification process.

If the CONTRACTOR is an individual or sole proprietorship, the following applies:

1. The CONTRACTOR must complete the United States Citizenship Attestation Form and provide to the OWNER. The form is available on the Nebraska Department of Labor website at www.dol.nebraska.gov.
2. If the CONTRACTOR indicates on such attestation form that he or she is a qualified alien, the CONTRACTOR agrees to provide the US Citizenship and Immigration Services

documentation required to verify the CONTRACTOR's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The CONTRACTOR understands and agrees that lawful presence in the United States is required and the CONTRACTOR may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108."

1.3 SUBCONSULTANT Wherever ENGINEER'S CONSULTANT is used in the Contract Documents, it shall be understood to be Lange Structural."

**CONTRACT
DOCUMENTS**

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20____, by and between _____ (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:

**INJECTION BUILDING MODIFICATIONS
McCOOK, NEBRASKA
PROJECT NO. 200-D1-030-24**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within ____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed by formal Change Order. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$800 for each day that expires after the time specified in Bid Form, and subsequent in the Agreement, until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$800 for each day that expires after the time specified the Agreement for readiness and payment.

5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the PROPOSAL FORM. The OWNER will pay the CONTRACTOR upon completion of all work.

6. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Request for Proposals
- (B) Proposal Form
- (C) General Provisions
- (D) Agreement
- (E) Specifications & Drawings
- (F) ADDENDA: _____

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in five (5) copies each of which shall be deemed an original on the date first above written.

OWNER: CITY OF McCOOK

Signature _____

(SEAL)
ATTEST: _____
City Clerk

CONTRACTOR: _____

Signature _____

(SEAL, Optional)
ATTEST: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

SPECIFICATIONS

SUMMARY OF WORK

10.1 PROJECT DESCRIPTION - This project will be to renovate the existing injection well building to provide a removable section of the building to allow for future ease of removal during well maintenance and construction. A design has been provided to accomplish this task, however, alternate means and methods could be utilized providing they are stamped by a Nebraska Professional Engineer and reviewed by Miller & Associates. The cost for the Contractor or building supplier for shop drawings, modifications to design documents shall be included in the lump sum bid price.

10.2 SUBMITTALS - Submittals are required to verify the building/steel manufacturer and structural engineer agree on the improvements. Dimensions are shown based on previous design drawings and will need to be verified prior to ordering steel to ensure proper fit up. All material removed and not reused shall be salvaged to the City.

10.3 WORK UNDER OTHER CONTRACTS - There are no other contracts associated with this project.

10.4 CONTRACTOR USE OF PREMISES – The Contractor shall limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.

The Contractor shall confine operations to areas within the Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

Contractor shall keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

10.5 USE OF THE EXISTING BUILDING – Contractor shall maintain the existing building in a weathertight condition throughout the construction period as much as possible. The Contractor shall protect equipment is at Contractors' expense if the building cannot be kept weathertight. The Contractor shall repair damage caused by construction operations. The Contractor shall take all precautions necessary to protect the building and its occupants during the construction period.

10.6 OWNER OCCUPANCY - The Owner will occupy the site and existing building during the entire construction period. Contractor shall cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Contractor shall perform the Work so as not to interfere with the Owner's operations.

10.7 MISCELLANEOUS PROVISIONS - The Contractor shall notify Pat Fawver, Director of Utilities, City of McCook 24 hours in advance of any expected shutdown of power anywhere in the building.

END OF SECTION 10

STRUCTURAL CONCRETE

11.00 SCOPE - This section of the specifications shall apply to all Portland cement concrete, formed or unformed, reinforced or non-reinforced, used in construction of structures.

11.10 MATERIALS

11.11 PORTLAND CEMENT CONCRETE - Concrete shall be State of Nebraska Department of Transportation Class 47B. Concrete shall meet requirements of ASTM C-94, Standard Specifications for Ready-Mixed Concrete; or CSA A23-1, Concrete Materials and Methods of Concrete Construction. Cement factor shall not be less than specified on the Table of Proportions, and water-cement ratio shall not exceed 0.45 for 47B.

<i>TABLE OF PROPORTIONS</i>								
<i>Class Conc.</i>	<i>Pounds Cement Per Cu. Yd. (Fixed)</i>	<i>Type Concrete</i>	<i>Lbs. Total Agg. Per C. Y.</i>		<i>Type Coarse Aggregate</i>	<i>Minimum Compressive Strength *Lbs/Sq.In.</i>		<i>Ratio of Coarse Agg. to Total Agg. Percent</i>
			<i>(Min)</i>	<i>(Max)</i>		<i>7-Day</i>	<i>28-Day</i>	
47B	564 (6sx)	Air-entrained	2850	3150	Limestone, Quartzite, Dolomite, or Granite	2400	4000	30 ± 3

*Note: 7-Day Compressive Strength Requirement shall be used as an indicator of the expected 28-day strength only. Failure shall be based on the 28-day strength alone.

11.11a PORTLAND CEMENT - Portland cement shall be Type IP, and shall conform to the requirements in ASTM C150.

Cement which has a temperature of over 175 degrees F shall not be used.

11.11b AIR-ENTRAINING AGENT - Air-entraining admixture shall conform to the requirements of ASTM C-260. Concrete shall contain 6% to 8.5% entrained air by volume.

11.11c AGGREGATE - Fine aggregate and Sand-Gravel Aggregate shall have maximum size of one inch (2.5 cm) and shall be a mixture of sand and gravel composed of clean, hard, durable and uncoated particles.

Coarse aggregates shall have maximum size of one and one half inches (3.75 cm) and shall be crushed limestone, quartzite, dolomite, or granite, composed of clean, hard, durable and uncoated particles.

Aggregate shall be supplied from a source having current Nebraska Department of Transportation (NDOT) approval for use on NDOT projects. Sampling and testing procedures shall conform to the following:

Specification for Concrete Aggregates	ASTM C-33
Abrasion	AASHTO T96
Freeze/Thaw Soundness	AASHTO T103

Fine aggregate shall not have a soundness loss greater than 10% by weight at the end of 5 cycles using sodium sulfate solution. Coarse aggregate shall not have a soundness loss greater than 8% by weight at

the completion of 16 cycles of alternate freezing and thawing. Limestone aggregate shall not have a percentage of wear greater than 40% based on the Los Angeles Abrasion Test.

The aggregate shall contain no more than 0.5% clay lumps by weight. Coarse aggregate shall contain no more than 3.5% by weight any combination of clay lumps, shale and soft particles.

Aggregates shall be Nebraska Department of Transportation Specification 47B. Gradation limits for fine and coarse aggregate are specified as follows:

GRADATION LIMITS - Gradation limits for 47B fine aggregate (Class B) are:

<i>RANGE</i>	<i>SIEVE</i>	<i>TARGET</i>
NONE	retained on 1 inch Sieve	0%
3-23%	retained on #4 Sieve	13%
30-50%	retained on #10 Sieve	40%
60-84%	retained on #30 Sieve	72%
97-100%	retained on #200 Sieve	98.5%

GRADATION LIMITS - Gradation limits for 47B coarse aggregate (Class E) are:

<i>RANGE</i>	<i>SIEVE</i>	<i>TARGET</i>
NONE	retained on 1 1/2 inch Sieve	0%
0-8%	retained on 1 inch Sieve	4%
10-34%	retained on 3/4 inch Sieve	22%
55-85%	retained on 3/8 inch Sieve	70%
88-100%	retained on #4 Sieve	94%
94-100%	retained on #20 Sieve	97%

11.11d WATER - Water used in mixing or curing shall be potable, clean and free of soil, acids, alkalies, salts, organic matter, or other substances harmful to concrete.

11.11e SLUMP - The concrete shall have uniform consistency and slump. The slump shall be between 1 and 4 inches for hand vibrated concrete. The slump shall be determined by ASTM C143.

11.11f WORKABILITY - Concrete shall be of such consistency and composition that it can be worked readily into the forms and around the reinforcement without excessive spading and without permitting the materials to segregate or free water to collect on the surface. Slump shall be in accordance with 11.11e.

The proportions shall be adjusted to secure the lowest water-cement ratio which is consistent with good workability, a plastic, cohesive mixture, and one which is within the specified slump range.

To avoid unnecessary changes in consistency, the aggregate shall be obtained from a source which will ensure uniform quality, moisture content, and grading during any single days operation. Materials shall be handled in such a manner that variations in moisture content will not interfere with production of concrete of the specified degree of uniformity and slump.

11.11g MIXING - Ready-mixed concrete shall be mixed and delivered in accordance with the requirements of AASHTO M-157 or CSA A23-1. Concrete shall be delivered to the site and discharged within 1 1/2 hours after introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85 degrees F or above, the time between the introduction of the cement to the aggregates and discharge shall not exceed 45 minutes.

11.11h ADMIXTURES - No admixtures shall be used in the concrete without prior approval of Owner, and all approved admixtures shall conform to applicable AASHTO, ASTM and CSA requirements.

Air-entraining agents shall have proven compatibility with all local concrete materials, including cement, and shall be capable of providing in the concrete the required air contents and air-void system known to produce durable, scale-resistant concrete.

Admixtures other than air-entraining agents shall not be used until trial mixes with job materials have shown them to be compatible at job temperatures. Trial mixes must also show that desired properties will be imparted to the fresh concrete without any subsequent loss of strength or durability in the hardened concrete.

11.11i FLY ASH – Substitution of fly ash for cement will be permitted only as indicated in the NDOT Standard Specifications for Highway Construction, current edition.

11.12 REINFORCING STEEL - All steel reinforcement in structural concrete shall be deformed, round bars unless otherwise noted. Reinforcement shall conform to the requirements of ASTM Designation A615 or A617 Grade 60 steel.

- (1) Bending. Steel reinforcement shall not be cut or bent on the site of the work, but all bars shall be carefully cut to proper length and accurately bent in the shop before delivery on the work. Cold bends shall be made around a pin having a diameter eight times the diameter of the bar.
- (2) Bending Diagrams. The steel company that furnishes the reinforcing steel shall prepare detailed bar lists and bending diagrams. These drawings and lists shall be submitted to the Engineer and approved before fabrication begins.

11.13 WELDED STEEL WIRE FABRIC - Steel wire fabric for concrete reinforcement shall conform to the requirements of ASTM A185.

11.14 WATER STOPS - Water stops at construction joints where indicated on the drawings shall be of approved rubber or synthetic flexible type with compression bulb and other suitable corrugations to provide positive anchorage on each side of the joint.

11.15 JOINT SEALING MATERIAL - The hot pour joint material shall be rubber-asphalt type and shall be melted in a double jacket kettle equipped with an agitator for stirring the material during melting and pouring. The rubber-asphalt shall meet Federal Specifications SS-S-164 or subsequent revisions.

11.16 EXPANSION JOINTS - Expansion joints shall be non-extruding preformed joint fillers of bituminous pre-molded fiber, and shall conform to ASTM Designation M-33, M-153 Type III Standard Specifications and AASHTO Designation M-58-42 and M-59-42.

Expansion joints shall be constructed where specified on the applicable contract drawings and shall conform to the Expansion Joint Detail. All expansion joints shall be sealed with joint sealing material as specified. The joint shall extend entirely through the pavement and the joint filler shall be placed so the top edge will be one-half inch below the surface of the finished pavement. No section of the joint material shall be shorter than the width of pavement strip between longitudinal joints. The Contractor shall remove any concrete within the expansion joint gap that may have occurred during paving operations, especially along the back of curb.

11.17 CONTRACTION JOINTS - Contraction joints shall be constructed where specified on the applicable contract drawings and shall conform to the Contraction Joint Detail. Contraction joints shall be square joints at spacing as shown on applicable contract drawings. All contraction joints shall be saw-cut and filled with joint sealing material as specified. Depth and width of saw-cut will be shown on contract drawings.

11.20 FORMS - The forms shall be tight and constructed in a workmanlike manner, and shall be properly dimensioned and constructed so as to remain rigid and unyielding under the load of wet concrete. The form work shall be so constructed as to permit easy removal without injuring the concrete.

Openings shall be left at the bottom of the column and wall forms so they may be cleaned out after the forms have been washed. Lumber once used in forms shall be cleaned before being used again. Before depositing concrete the forms shall be thoroughly oiled or wetted and cooled and the space to be occupied by the concrete cleared of all foreign material. Approved types of form clamps and ties shall be used for all forms.

Unless otherwise authorized, lumber which forms the interior surface of the structure shall be oiled or treated plywood or shall be faced with an approved type of composition board. All joints in such plywood or facing material shall be carefully matched to prevent forming irregularities in the concrete surface. Approved type metal forms may be used. Form oil shall consist of refined pale, paraffin mineral oil. Lacquered forms will be permitted.

Openings shall be left at the bottom of wall forms so they may be cleaned out after the forms have been washed.

The time for removal of the form work shall depend on the weather condition and shall be subject to the approval of the Engineer. The minimum time under any condition, except on approval of the Engineer, shall be three days after the concrete has been poured for walls, beam sides and columns, while slab forms and beam soffits may be removed in seven days, provided a reasonable amount of vertical supports are retained. These vertical supports are to remain until the supported slabs and beams are able to withstand the superimposed load. Under any circumstances, the removal of the forms shall be performed at the risk of the Contractor.

11.30 EXECUTION

11.31 PLACING REINFORCEMENT STEEL - Reinforcing steel delivered or stored at the site of the work shall be neatly piled on blocks or timbers and not indirect contact with the ground.

Before being placed, all steel shall be thoroughly cleaned of mill scale, grease or other coatings that will destroy the bond. Reinforcement shall be carefully placed exactly as indicated on the drawings. Bars shall not be bent or straightened in a manner that will injure the material. Bars shall be accurately and rigidly secured in position by use of such approved metal clips, spacers, bar supports or hy-chairs as may be necessary. Splices shall not be made at points of maximum stress and where made, bars shall be lapped at least twenty (20) times their least diameter, but in no case shall the laps be less than twelve (12) inches. Reinforcement shall be secured in position, inspected and approved before concrete is placed.

11.32 PLACING STRUCTURAL CONCRETE - The Contractor shall give notice sufficiently in advance of placing concrete to permit proper inspection of forms and reinforcement by the Engineer.

The concrete shall be deposited in such a manner as will prevent the separation of the ingredients and permit the most thorough compacting. It shall be compacted by spading or by a mechanical vibrator so that there will be no voids or honeycomb in the finished concrete. All concrete in walls shall be

mechanically vibrated. All concrete poured in walls exceeding six feet in height shall be spouted so the total free drop of the concrete will not exceed six feet. The concrete shall be placed in such a manner as to prevent excessive crawling and segregation of the aggregate. No concrete shall be used that has partially set before final placing, nor will rettempering be permitted. All concrete shall be placed in the forms within one hour and thirty minutes after being mixed or before the drum has revolved 300 revolutions.

The location of all construction joints must be approved by the Engineer. Surface of concrete shall be thoroughly cleaned of all foreign matter and laitance, then drenched with water and slushed with neat cement prior to pouring adjacent concrete.

All concrete shall be watertight and shall be placed monolithically so that no fresh concrete shall be placed against concrete, which has taken initial set, except where construction joints are required.

No concreting shall be permitted under water unless placed with a tremie and with the specific approval of the Engineer.

11.33 FREEZING WEATHER - No concrete work shall be done if the air temperature is below 40 degrees F, or if freezing weather is predicted before final set of the concrete unless special means of heating and protecting the work are used as approved by the Engineer. The plastic concrete, after being placed in the forms, shall have a temperature between 55 degrees F and 90 degrees F.

If concrete work is required to be done at temperatures lower than described above, the aggregate and mixing water shall be heated to at least 80 degrees F, before mixing. Adequate measures shall be employed to protect the concrete for a period of at least 72 hours after it is poured from loss of moisture and the temperature of the concrete falling below 50 degrees F.

Structures which are of sufficient size to permit enclosure and artificial heating shall be enclosed in a weathertight manner and heated to at least 60 degrees F, which heat shall be maintained for not less than 72 hours after concrete pouring is complete. Care shall be taken to provide a reasonably even heating temperature so that all parts of the freshly poured concrete are maintained at the above minimum temperature. When salamanders or other similar heating devices are used, new concrete in the immediate vicinity of each heater shall be insulated from excessive heat, which would tend to dry the concrete too rapidly.

Concrete slabs laid on the ground may be protected against freezing by insulation with a thick layer of straw or other acceptable material, if approved by the Engineer. No concrete shall be poured against frozen ground.

The use of salt or other compounds to prevent concrete from freezing will not be permitted. Any work that has been injured by freezing shall be removed and replaced.

11.34 FINISH - All exposed formed concrete surfaces, exclusive of any surfaces below the line of backfill, will be given the following surface finish:

- (1) As soon as the concrete has set sufficiently to permit rubbing, the surface shall be thoroughly wetted with a brush and rubbed with a No. 16 Carborundum stone or an abrasive of equal quality, bringing the surface to a paste. The rubbing shall be continued sufficiently to remove all form marks and projections, producing a smooth, dense surface without pits or irregularities. The material that has been ground to a paste shall be carefully spread or brushed uniformly over the entire surface and permitted to reset. The final finish shall be obtained by a thorough rubbing with a No. 30 Carborundum stone or an abrasive of equal quality. This rubbing shall continue until the entire surface presents a smooth texture and uniform color.

(2) Tie holes left by withdrawal of rods or the holes left by removal of ends of ties shall be filled solid with mortar after first being thoroughly wetted. For holes passing entirely through the wall, a plunger type grout gun shall be used to force the mortar through the wall starting at the back face. The excess mortar shall be struck off flush with the surface.

(3) Formed concrete surfaces inside buildings, where neat appearance is considered important, or walls which are to be painted, shall be brushed down dry or washed with an acid solution after the rubbing process, to remove all excess loose material.

(4) Concrete floors in buildings, unless otherwise stated, shall be floated to a true, uniform surface and steel troweled to a smooth dense finish. Troweling shall not be done until the concrete has set sufficiently to prevent excess fine material from being worked to the surface.

(5) Concrete floors or slabs requiring a slightly roughened surface shall be floated to a true, uniform surface with a wood float.

11.35 CURING - Fresh concrete shall be adequately protected from heavy rains and mechanical injury. Rapid evaporation of surface water shall be prevented. The curing process shall commence as soon after placement of the concrete as possible without injury to surfaces. All concrete shall be kept wet for a period of 7 days with a water-saturated covering or by other approved methods, which will keep all surfaces continuously wet. Wood forms left in place during curing shall be kept wet.

The use of impervious membrane coatings for curing concrete floors and similar exposed surfaces will be permitted only with specific approval of the Engineer. Membrane coatings shall not be used on surfaces where discoloration is objectionable nor upon surfaces which are to be painted or receive topping.

In any case, the Contractor shall be held responsible for the adequate curing of all concrete during the entire curing period. Concrete, which in the opinion of the Engineer shows conclusive evidence of improper and inadequate curing, may be rejected.

11.36 WATER TIGHT STRUCTURES - Water tight structures such as tanks and basements shall be tested for water tightness as soon as possible after the removal of forms and before any additional construction proceeds. If leaks develop that cannot be satisfactorily repaired, the entire structure may be condemned and ordered removed and replaced by a new structure, without any additional compensation or extension of time.

11.40 FIELD TEST CYLINDERS - Concrete Cylinder Tests: Concrete test cylinders will be made at the job site by approved, trained personnel. The Contractor shall provide cylinder forms and shall have the cylinders tested by an approved laboratory, the Contractor bearing the cost of such testing, unless otherwise provided in the Special Provisions. The cylinders shall be made in accordance with ASTM Designation C31 and tested in accordance with ASTM Designation C39. The Contractor shall be responsible for the curing and protection of the concrete cylinders after they are made, and shall transport the cylinders to a laboratory no later than the third day after they are made.

Tests will be required for each day's run of each class of concrete according to the following schedule:

<i>Cubic Yards of Concrete Placed</i>	<i>Minimum Number of 28-Day Tests</i>
0 - 100	One
Over 100	One for each 100 C.Y.

In addition to the test cylinders required in the above schedule, the Engineer may require additional tests for determining when a structure may be put into service or for determining the adequacy of field curing and temperature control. Test specimens for determining when a structure may be put into service, or for determining the adequacy of field curing and temperature control shall be removed from the molds at the end of 24 hours and stored as near to the point of sampling as possible and shall receive, insofar as practicable, the same protection from the elements on all surfaces as is given to the portions of the structure which they represent. Field control specimens shall be protected from injury while on the project. The specimens for 28 day tests shall be sent to the laboratory not more than 7 days prior to the time of test. The specimens for tests at other ages shall be kept in the field for at least three-fourths of the test period.

In the event that the compressive strength tests fail to meet the strength requirements or, if in the opinion of the Engineer, there are other indications that the concrete does not meet the requirements of the drawings and specifications, the Contractor may be required to take cores from the hardened concrete at his own expense. Cores shall be obtained and tested in accordance with AASHTO Method T24. The frequency and location of the cores will be determined by the Engineer.

However, at least three representative cores shall be taken from each area of "hardened concrete" in a place that is considered potentially deficient. If before testing, one or more of the cores shows evidence of having been damaged subsequent to or during removal from the "hardened concrete" it may be replaced.

Cores will be tested in a saturated-surface-dry condition. Strength of cores from each area shall be considered satisfactory if their average is equal to or greater than 90 percent of the specified design compressive strength.

11.41 CONCRETE COMPRESSIVE STRENGTH – It is the intent that the pavement shall be constructed to meet the minimum 28- Day compressive strength requirements as described in the Specifications and Drawings. When results are unsatisfactory and do not meet the requirements, the Contractor may be required to core the pavement in the questioned locations as selected by the Engineer. If the core is also deficient in strength then a pay reduction factor shall be applied to the core's strength results in accordance with the Concrete Strength Pay Factor Table.

Concrete Strength Pay Factor Table	
Percent of Design Concrete Compressive Strength	Pay Factor
Greater than 99.9	100%
Greater than 98.5 to 99.9	99.75%
Greater than 97.5 to 98.5	99.50%
Greater than 96.0 to 97.5	99.00%
Greater than 94.0 to 96.0	98.00%
Greater than 92.0 to 94.0	97%
Greater than 90.0 to 92.0	94%
Greater than 88.0 to 90.0	90%
Greater than 86.0 to 88.0	86%
Greater than 84.0 to 86.0	81%
Greater than 82.0 to 84.0	76%
Greater than 80.0 to 82.0	70%
Less than 80.0	See Paragraph immediately following this Table

The Engineer will evaluate the concrete's expected use and may allow concrete with a compressive strength of less than 80 percent of the design strength (after 28 days) to be left in place and paid for at 40 percent of the bid price or may require the unit to be removed and replaced.

11.50 MEASUREMENT AND PAYMENT - Concrete placed under lump sum items in the contract shall not be measured and paid for as a separate item, but shall be included as part of the total contract price for the completed structure, except where deviations are made from drawing dimensions which involve more or less concrete than shown on the contract drawings, an adjustment will be made in the contract price. Any such adjustment will be based upon the measured number of cubic yards of concrete in place, including reinforcement, at the unit price per cubic yard named in the Bid for more or less concrete or based upon an equitable price to be approved by the Owner by Change Order.

END OF SECTION 11

SHOP DRAWINGS, PROJECT DATA & SAMPLES

22.00 GENERAL - Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing, processing, delivery, reproduction and other necessary functions incidental to scheduling and handling of shop drawings, project data and samples as indicated on drawings and or as specified, in accordance with provisions of the Contract Documents, and completely coordinate with work of all trades.

A. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for completion of work under this section shall be furnished and performed as part of this work.

B. See appropriate sections for specific items for which data and/or samples are required. See General Conditions for additional information.

22.10 SUBMITTALS - ADDRESS - Submit all items to:

MILLER & ASSOCIATES,
CONSULTING ENGINEERS, P.C.
109 East 2nd Street
McCook, NE 69001

Or dblau@miller-engineers.com

22.20 SUBMITTALS - GENERAL -

A. Prime Contractor shall be responsible for and make all submissions. Transmit all items with a letter of transmittal.

- B. Transmittals will be consecutively numbered.
- (1) An item that is resubmitted will retain the original number but with an added suffix letter starting at A.
 - (2) The scope of a transmittal shall not change on any re-submittals.
 - (3) Only one specification division should be covered by one letter of transmittal.
 - (4) Sufficient catalog information together with cuts and technical data must be submitted to allow an evaluation to be made to determine that the item submitted is in compliance with the specifications.

C. Drawings or other submittals transmitted to the Engineer by other than the Prime Contractor will be returned to the Prime Contractor without action of any kind. Drawings will not be returned to subcontractors.

D. Submit items sufficiently in advance of date required to allow reasonable time for review, and to allow for resubmission, if necessary. Items not submitted in accordance with the provisions of this specification will be returned, without action, for resubmission.

22.30 SUBMITTALS/REVIEW - SHOP DRAWINGS -

A. Engineer will review Contractor's shop drawings and related submittals (as indicated below) with respect to the ability of the detailed work, when complete, to be a properly functioning integral element of the overall system designed by Engineer.

B. Before submitting a shop drawing or any related material to Engineer, Contractor shall: review each such submission for conformance with the means, methods, techniques, sequences, and operations of construction, and safety precautions and programs incidental thereto, all of which are the sole responsibility of Contractor; approve each such submission before submitting it; and so stamp each such submission before submitting it with the following:

This shop drawing has been reviewed by [Name of Contractor] and approved with respect to the means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incidental thereto. [Name of Contractor] also warrants that this shop drawing complies with contract documents and comprises no variations thereto.

By _____
Date _____

Engineer shall assume that no shop drawing or related submittal comprises a variation unless Contractor advises otherwise via a written instrument which is acknowledged by Engineer in writing.

C. In the event that Engineer will require more than fourteen (14) working days to perform review, Engineer shall so notify Contractor.

D. The shop drawing and related material (if any) called for as follows:

- (1) Building Materials and Structural Steel
- (2) Anchor Bolts, Rebar
- (3) Metal Trim, Flashing, Base Trim, Roof Panels, Underlayment

E. Submit to previously indicated address. Identify drawings as to manufacturer, item, use, type, project designation, specification section or drawing detail reference, and other pertinent information.

F. If submitting in hard copy format, submit five prints of each drawing. Three copies will be retained by the Engineer. Submit in a round mailing tube; do not fold.

G. If submitting electronically, one copy will be returned.

H. Allow clear space for Engineer stamping on right hand side. Any marks by Contractor shall be duplicated on all copies submitted.

I. Submit standard items like equipment brochures, cuts of fixtures, or standard catalog sheets or pages. Indicate exact item or model and all proposed options. Include scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, controls and other pertinent data.

22.40 SUBMITTALS - SAMPLES -

A. Submit two (2) each to address indicated above. Identify samples as to: manufacturer, item, use, type, project designation, specification section or drawing detail reference, color, range, texture, finish and other pertinent data.

B. Forward with transmittal letters. Include brochures, shop drawings and installation instructions. Contractor to stamp his approval on samples or transmittals as indication of his checking and verification of dimensions and coordination with interrelated items. Resubmit samples of rejected items.

C. Approved samples submitted or constructed, constitute criteria for judging completed work. Finish work or items not equal to samples will be rejected.

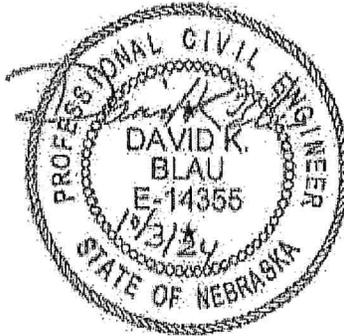
D. Samples may be retained for comparison purposes and the Contractor shall remove samples when directed. Contractor shall pay all costs of furnishing and removing samples.

22.50 RETURN - SHOP DRAWING - Engineer shall return shop drawings and related material with comments provided that each submission has been called for and is stamped by Contractor as indicated above. Engineer shall return without comment material not called for or which has not been approved by Contractor.

Manufacture or fabrication of items prior to final approval is at Contractor's own risk.

END OF SECTION 22

THIS PAGE CONCLUDES
THE
REQUEST FOR PROPOSALS
FOR
INJECTION BUILDING MODIFICATIONS
McCOOK, NEBRASKA



DRAWINGS FOR

INJECTION BUILDING MODIFICATIONS

WASTEWATER TREATMENT PLANT



**LOCATION: 38650 RAVENSWOOD ROAD
MCCOOK, NEBRASKA
2024**

M&A PROJECT NO. 200-D1-030-24

M&A MILLER & ASSOCIATES Consulting Engineers P.C.
109 East 2nd Street - McCook, NE 69001

CERTIFICATE OF AUTHORIZATION #CA0021

INDEX OF DRAWINGS	
SHT. NO.	DESCRIPTION
01	TITLE SHEET AND INDEX OF DRAWINGS
A1.1	FLOOR PLAN, EXTERIOR ELEVATIONS AND NOTES
A1.2	SECTION AND DETAILS
S1.1	STRUCTURAL NOTES
S2.1	STRUCTURAL PLANS
S3.1	STRUCTURAL DETAILS



DAVID W. BLAU, P.E.
THE CORROBORATING
BUILDING MODIFICATION PROJECT

SET NO. _____
DRAWING NO. 4.307.2

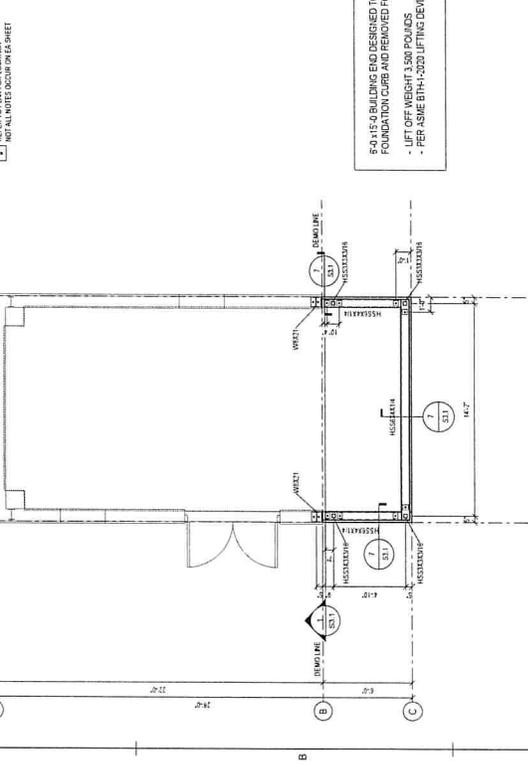
1 2 3 4 5

GENERAL FOUNDATION PLAN NOTES
 1. REFER TO DESIGN DATA SCHEDULES & TYPICAL DETAILS
 2. DIMENSIONS & FINISHES REFER TO LOCATION FOR LOCATION

GENERAL ROOF PLAN NOTES
 1. REFER TO DESIGN DATA SCHEDULES & TYPICAL DETAILS
 2. DIMENSIONS & FINISHES REFER TO LOCATION FOR LOCATION

FOUNDATION KEYNOTES
 [A] REFER TO PLAN FOR LOCATION NOT ALL NOTES OCCUR ON EACH SHEET

ROOF KEYNOTES
 [A] REFER TO PLAN FOR LOCATION NOT ALL NOTES OCCUR ON EACH SHEET



Heritage Senior Center
 1312 West 5th St
 McCook NE 69001
 Advisory Board Minutes
 July 16 2024

A copy of the Open Meetings Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10:00am and are open to the public.

- Meeting was called to order by President Dan Stramel

- **Roll Call**

- Jim Hamill P Mary Keslin P Natalie Mickey P Milton Duffield P
 Bob Pantenburg P Dan Stramel P Beth Siegfried P John Zlomke P

- Approval of minutes:

The Minutes from the April 16th 2024 meeting were approved by a motion made by John Zlomke and seconded by Mary Keslin. Motion carried.

- **Open Forum:** The meal count is up for this quarter. The men's bathroom light sensor is not working properly and leaving men in the dark.

Public Transit

	<i>Riders</i>	<i>Miles</i>	<i>Different Riders</i>	<i>Wheel Chair</i>	<i>Days</i>
<i>April</i>	473	1392	65	15	22
<i>May</i>	454	1207	56	10	22
<i>June</i>	483	1301	62	10	20 transit stayed open
<i>Overall</i>	1410	57 more than last quarter			
<i>Average</i>	470	19 more than last quarter		5 more days than last quarter	

Meals at Center

	<i>Congregate</i>	<i>Home Delivered Meals</i>	<i>Curb Side</i>	<i>Days</i>
Meals at Center				
	<i>Congregate</i>	<i>Home Delivered Meals</i>	<i>Curb Side</i>	<i>Days</i>
<i>April</i>	1038	1464	786	22
<i>May</i>	1048	1440	849	22
<i>June</i>	910	1156	682	18 kitchen closed two days
<i>Overall</i>	2996 (48 a day)	4060(65 a day)	2317 (37 a day)	

Total Meals April 3288 average 150 meals a day
Total Meals May 3080 average 140 meals a day
Total Meals June 2919 average 162 meals a day
Total meals 8852
Total Average meals a day this quarter 143

Statistics

Meal numbers have gone up from last quarter,. And up from the same quarter last year.

VI. Old Business

VI. Old Business

- Beth passed the exam for SHIP Counseling.
- Beth reported on the National Roadeo and CTAA Conference in Florida her and Justin attended in June.
- Milton gave a report on the West Central Nebraska Area J meeting he attended in North Platte.
- Recap on Transit week when we celebrated 50 years of transit in McCook
- The flooring in Main dining room has been repaired.
- Ladies Tea went very well and Men's breakfast had a great turn out with 22 men attending.

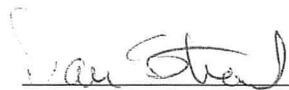
- Beth and Konnie Larson from City office attended the mandatory managers meeting in North Platte. They had their auditors give a presentation. A lot of discussion on the minimum wage and the Salary requirement for salaried individuals
- Farmer's market coupon meeting have been going well.

II. New Business:

- Requested new bid from Samway's for floor.
 - Budget meeting for 24-25 budget. We did not have to increase our food budget
 - Mike took Transit Bus to Kearney to Masters for the annual Lift inspection
 - Will need two new tires for bus before winter. Looking at purchasing cameras for Bus
 - University Of Nebraska Extension will conduct an Air Fryer Class the July 30th
 - Welcomed Crystal West as our new cook
 - Our Volunteer appreciation Lunch will be August 30th
- With no further business, the meeting was adjourned at 10:38 with a motion made by Milton Duffield and seconded by John Zlomke.

Meetings for 2024 will be:
October 15, 2024

October 15, 2024



Dan Stramel President



John Zlomke Secretary

**CITY MANAGER'S REPORT
NOVEMBER 4, 2024 CITY COUNCIL MEETING**

ITEM: 3.D.

Approve Bid Specifications for (1) one new current model year all wheel drive or 4-wheel drive police interceptor/pursuit utility vehicle for use by the McCook Police Department and set the date to receive bids as November 25, 2024.

BACKGROUND:

The purchase of one new police vehicle was approved in the 2024/2025 budget. The attached bid specifications will allow for the selection and purchase of the police interceptor/pursuit utility vehicle and will allow all manufacturers of police package vehicles a competitive opportunity.

**FISCAL
IMPACT:** None.

APPROVALS:



Kevin Hodgson, Police Chief

October 30, 2024



Nathan A. Schneider, City Manager

October 30, 2024

CITY OF MCCOOK
POLICE DEPARTMENT

BID SPECIFICATIONS

ONE (1) NEW
CURRENT MODEL YEAR

ALL-WHEEL DRIVE
or
4-WHEEL DRIVE

POLICE INTERCEPTOR/PURSUIT
UTILITY VEHICLE

NOVEMBER 4, 2024

NOTICE TO BIDDERS

**ONE (1) NEW CURRENT MODEL YEAR
ALL-WHEEL DRIVE OR 4-WHEEL DRIVE
POLICE INTERCEPTOR/PURSUIT UTILITY VEHICLE**

The City of McCook is accepting sealed bids for One (1) New Current Model Year All-Wheel Drive or 4-Wheel Drive Police Interceptor/Pursuit Utility Vehicle for the Police Department. Bids will be accepted by the City Clerk at the McCook City Offices until 2:00 P.M. on November 25, 2024 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: November 8, 15, 22, 2024.

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 current model year all-wheel drive or 4-wheel drive Police Interceptor/Pursuit Utility Vehicle for the Police Department shall be F.O.B., McCook, Nebraska.
- 2.2. A tax exemption certificate will be furnished by the City of McCook.
- 2.3. Delivery date - within 90-days from award of bid.

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 Chief of Police. 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 CURRENT MODEL YEAR ALL-WHEEL DRIVE OR 4-WHEEL DRIVE POLICE INTERCEPTOR/PURSUIT UTILITY VEHICLE*", 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.

GENERAL SPECIFICATIONS

ONE (1) NEW CURRENT MODEL YEAR ALL-WHEEL DRIVE OR 4-WHEEL DRIVE POLICE INTERCEPTOR/PURSUIT UTILITY VEHICLE

GENERAL:

It is the intent of these specifications to describe a new vehicle in sufficient detail to secure bids on comparable equipment. The vehicle desired under these specifications is for use as a police vehicle which will be operated principally on the streets of the City. The vehicle furnished under these specifications will be specially manufactured to meet all the requirements herein stated. These specifications represent the minimum qualities of the car desired, and the product furnished hereunder may exceed the specified values, providing the vehicle is compatible to the end use - both in engineering and makeup. 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 with 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 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 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 FOR ONE (1) NEW CURRENT MODEL YEAR
ALL-WHEEL DRIVE OR 4-WHEEL DRIVE
POLICE INTERCEPTOR/PURSUIT UTILITY VEHICLE**

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. Color: Body color and interior trim will be selected from manufacturer's standard colors. (NOTE: color charts shall be considered manufactures colors with no extra charge unless specified in the options).
_____	_____	B. Glass: Glass shall be free of optical deviation and visibility distortions. Approved tinted safety glass shall be in all doors, windows, and windshields.
_____	_____	C. Insulation: Standard production heat and sound insulation to be provided. Fully insulated headliner.
_____	_____	D. Airbag: Driver and passenger front required, side if available.
_____	_____	E. Seats: Driver and passenger seats to be power adjustable with adjustable power and manual lumbar supports. Driver and passenger seats to be of manufacturers heavy-duty construction, guaranteed not to break down before 36,000 miles. Driver and passenger seat to be cloth treated or of such composition to eliminate static electricity. Second row seating shall be folding 60/40 or 35/30/35 split style with cloth coverings and head restraints for outboard seats.
_____	_____	F. Arm Rests: Required on front seat, if available.
_____	_____	G. Sun Visors: Dual, padded.
_____	_____	H. Headroom for front seat: Minimum 39.9 inches.
_____	_____	I. Leg room for front seat: Minimum 40 inches.
_____	_____	J. Shoulder room for front seat: Minimum 58 inches.
_____	_____	K. Cargo capacity behind second seat: 52 cubic feet.
_____	_____	L. Ground clearance: Minimum 7 inches.
_____	_____	M. Mirrors: Interior adjustable, day or, night tab (selector type, non-glare): Dual power outside mirror mounted on left and right sides of vehicle.
_____	_____	N. Power Outlets: required, two.

- _____ **O. Seat Belts:** Individual lap/shoulder for all seats as applicable per seat occupancy with standard automatic retractors.
- _____ **P. Horn:** Factory horn required.
- _____ **Q. Windshield Wipers and Washer:** Multiple-speed electric with washer and intermittent or delay capability.
- _____ **R. Air Conditioner:** Best grade factory installed air-conditioning, manually controlled to include all items normally included in the factory package.
- _____ **S. Heater:** A fresh air type heater with windshield defrosters shall be installed.
- _____ **T. Rear Window Defroster:** required.
- _____ **U. Radio:** Manufacturer standard factory installed AM/FM CD radio with USB Port, Auxiliary Jack with shielding or be equipped with suppressor to prevent two-way radio interference.
- _____ **V. Bluetooth:** Manufacturer's wireless Bluetooth technology and connectivity to allow hands-free, push button or voice command operations.
- _____ **W. Lights:** Halogen high beam headlights with low beam; back up lights; dome light. Directional signals to be complete with front and rear lights, self-canceling control lever on the steering column. Hazard lights.
- _____ **X. Rearview Camera:** Rear vision camera and rear sensing device installed.
- _____ **Y. Electric Power Locks:** Power locking system. Rear passenger doors shall be equipped with a lever to deactivate door release or electric door locks controlled from the driver's position.

Three (3) fully functioning sets of keys and FOB's to enter and operate vehicle required.
- _____ **Z. Power Windows:** Electric power windows required.
- _____ **AA. Hood Release:** Inside driver's compartment.
- _____ **BB. Automatic Speed Control:** required.
- _____ **CC. Fuel Tank:** Largest gallon fuel tank available from Factory.
- _____ **DD. Floor Mats:** Motor vehicle shall be delivered with heavy duty front and rear vinyl floor mats required.
- _____ **EE. Side Moldings:** Protective side moldings required. After market moldings not acceptable.
- _____ **FF. Undercoated:** Full factory undercoating required.
- _____ **GG. Spotlight:** Drivers side spotlight required.

HH. **License Plate Brackets:** Vehicle must be equipped with front and rear license plate brackets.

Comments _____

YES	EXCEPTION	II. <u>ENGINE AND DRIVE TRAIN</u>
_____	_____	A. Engine: Minimum 3.0 L with 285 horsepower engine.
_____	_____	B. Transmission: Fully automatic, heavy duty, to be installed with factory installed oil cooler of suitable design to keep the automatic transmission fluid at an efficient temperature.
_____	_____	C. Air Cleaner: Dry type.
_____	_____	D. Oil Filter: Full flow throwaway type.
_____	_____	E. Thermostat: Required as recommended for permanent-type antifreeze.
_____	_____	F. Radiator: Heavy duty, maximum capacity, coolant recovery system, shall be tagged or marked to indicate the type, brand and degree of protection.
_____	_____	G. Axle Ratio: Ratio to be recommended by manufacturer.

Comments _____

YES	EXCEPTION	III. <u>SUSPENSION AND RUNNING GEAR</u>
_____	_____	A. Driveline configuration: On Demand Four (4) wheel drive or All wheel drive.
_____	_____	B. Wheelbase: Minimum 119 inch wheelbase.
_____	_____	C. Steering: Rack and pinion steering, if available. Power steering required.
_____	_____	D. Steering Wheel: Regular production model or approved deluxe wheel. Tilt steering required.
_____	_____	E. Wheels: Minimum 18-inch wheels designed for police work.
_____	_____	F. Wheel Covers: Full wheel covers.
_____	_____	G. Tires: To be installed with five (5) factory installed, black wall tubeless, all-season steel-belted radial tires. Speed rating of V and certified for high-speed police pursuit driving. To be produced and labeled by a major manufacturer and factory installed. Shall have a 36,000 mile tire rating.

- | | | |
|-------|-------|--|
| _____ | _____ | H. Brakes: Four (4)-wheel heavy duty disc brakes. Heavy-duty front and rear calipers. Designed so radio transmissions do not interfere with performance of braking system. Anti-Lock Brake System (ABS). |
| _____ | _____ | I. Suspension: Four (4) wheel independent, heavy-duty struts. Independent multilink rear with heavy-duty front and rear stabilizer bars suitable for high speed cornering. |
| _____ | _____ | J. Stability: Stability control/roll stability systems and traction control required. |
| _____ | _____ | K. Axle and Springs: Manufacturer's independent front suspension and single speed hypoid rear axle, both with spring sizes and axle sizes recommended by the manufacturer to meet GVWR. Axle gear ratios shall be the same for front and rear axles. Front Stabilizer bar shall be installed. |
| _____ | _____ | L. Shock Absorbers: Heavy duty double action front and rear shock absorbers. |

Comments _____

YES EXCEPTION IV. ELECTRICAL SYSTEM

- | | | |
|-------|-------|--|
| _____ | _____ | A. Ignition System: 12-Volt, solid-state. Must be equipped with high tension, radio frequency shielded, ignition wiring. |
| _____ | _____ | B. Battery: Heavy-duty, maintenance free, Highest CCA capacity available from factory for model bidding. |
| _____ | _____ | C. Standard Alternator: 220 Amperage. |
| _____ | _____ | D. Voltage Regulator: Standard type, transistorized and sealed. |
| _____ | _____ | E. Radio Suppression Package: Required. |
| _____ | _____ | F. Bonding and Grounding: All components of the vehicle necessary to prevent interference with reception of low band two-way mobile radio factory installed in the vehicle shall be adequately bonded and grounded. |
| _____ | _____ | G. Radio Frequency Shielding Caution!!! This motor vehicle shall be compatible with the use of installed mobile UHF/VHF mobile two-way radio. |
| _____ | _____ | H. Factory installed emergency lighting. |

Comments _____

YES EXCEPTION

V. MISCELLANEOUS

- A. Vehicle shall be protected to 34 degrees below zero Fahrenheit by permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer. The radiator shall be tagged or marked to indicate the type, brand and degree of protection.
- B. The unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
- C. Vehicle are to be road ready, fully equipped, service, and washed with full tank of gasoline.
- D. Manufacturer's standard complement of tools, bumper jack, wheel wrench, and jack handle shall be provided, together with facilities for storage.

Comments _____

YES EXCEPTION

VI. WARRANTY

- A. The manufacturer's standard warranty shall apply to the vehicle (refer to item B below). Mechanical or body repair required under manufacturer's warranty, prior to use of the vehicle by the City, shall be the responsibility of the selling dealer, including transportation thereof. **Warranty to be effective from date of issuance of first assignment and the mileage of warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards, or similar information, in order to properly activate said warranty.**
- B. 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 is required. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different.

Comments _____

YES EXCEPTION

VII. SERVICE

- A. 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.
- B. The bidder shall submit an hourly rate for labor costs for all repairs to the vehicle by the bidder not covered by the manufacturer's standard warranty for a minimum of 3 years or 36,000 miles.

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

TOTAL PRICE

ONE (1) NEW CURRENT MODEL YEAR
ALL-WHEEL DRIVE OR
4-WHEEL DRIVE VEHICLE
POLICE INTERCEPTOR/PURSUIT
UTILITY VEHICLE

\$ _____

HOURLY RATE FOR LABOR COSTS
OVER THE STANDARD 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: Kevin Hodgson, Chief of Police
at 308/345-3450**

This bid submitted by _____

Signed _____

Title _____

Date _____

NOTICE OF AWARD

February 6, 2024

TO:

PROJECT: One (1) New Current Model Year
All-Wheel Drive or 4-Wheel Drive
Police Interceptor/Pursuit Utility Vehicle
City of McCook Police Department

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 November 4, 2024.

You are hereby notified that your BID has been accepted for this vehicle in the amount of _____ for one (1) new current model year Pursuit vehicles, with a delivery date of _____ days from order date.

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

Dated this _____ day of _____, 2024.

CITY OF MCCOOK

Lea Ann Doak
City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2024.

(Authorized Signature)

(Title)

**CITY MANAGER'S REPORT
NOVEMBER 4, 2024 CITY COUNCIL MEETING**

ITEM: 3.E.

RECOMMENDATION:

RECEIVE AND FILE THE CITY OF MCCOOK SNOW AND ICE CONTROL AND REMOVAL OPERATION PROCEDURES AND POLICIES.

BACKGROUND:

The snow and ice control and removal operation procedures and policies are reviewed every year. Also attached to the policy is the agreement between the City of McCook and Red Willow County for snow plowing services pursuant to the interlocal cooperative act. This agreement is automatically renewable for an additional 1 year unless one of the parties elects not to renew for the following year, by advising the other in writing prior to October 1st of the year in question.

We do have the ability to pre-treat the streets prior to predicted winter weather, when feasible. The pre-treat operation consists of applying a salt brine solution onto the roadway, in order to help minimize the snow/ice from adhering to the road surface.

We would like to remind the citizens that sidewalks should be cleared within 24 hours of the cessation of the snow. It is against city ordinance to place snow onto any street or highway within the corporate limits of the City of McCook. Emergency snow routes are marked with emergency snow route signs. The City asks that residents remove vehicles, including trailers, boats etc., from city streets, in particular the emergency snow routes, if snow is predicted. Highways within the city limits as well as the emergency snow routes will be the first priority. City crews are also responsible for snow removal at the airport. City crews will try and clear the remaining residential streets, once the priority areas are cleared.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

October 25, 2024



Nate Schneider, City Manager

October 25, 2024

CITY OF MCCOOK

SNOW AND ICE CONTROL AND REMOVAL OPERATION

PROCEDURES AND POLICIES

DEPARTMENT OF PUBLIC WORKS

STREET DIVISION

REVISED NOVEMBER, 2024

AGREEMENT WITH COUNTY

INDEX

Summary of Policies 3

Procedure for Calling Out Personnel and Equipment 4

Duties of Personnel 6

Public Works Personnel 7

Salt Route 8

Procedure and Policies for Snow Plowing 9

Snow Plow Routes 11

Maintainer #56 Snow Route 13

Loader #53 Snow Route 14

Loader #55 Snow Route 15

Airport Snow Plowing 16

Downtown and "B" Street Snow Hauling 17

Sidewalks 18

Attachment A - Snow Emergency Ordinance No. 1882 - Section 5-1023

Attachment B - Interlocal Agreement (Red Willow County) dated November 5, 2001

SUMMARY OF POLICIES

1. It is the general policy of the City of McCook to devote most of its snow and ice fighting effort to the arterial streets in the community due to the greater traffic volume, volume of stopping and intersection turning movements and level of speed on these streets.
2. The City shall try and maintain a relatively good level of traction on arterial streets by use of spreading straight salt, sand or gravel or a mixture of, plowing of snow from the streets, or a combination of the two.
3. On all arterial streets with the exception of the downtown area, streets will be plowed from the center to the curb and from curb to curb except when a parked vehicle makes this impossible. The City will not remove snow from driveways or sidewalks as a result of snow plowing operations.
4. The City will clear intersections of snow on intersection arterial streets and on local streets where intersections are impassable as a result of snow plowing operations.
5. The City will plow a path down the middle of residential streets when these streets are impassable to an average passenger car equipped with snow tires.
6. In the downtown area, snow will be plowed to the center of the street and hauled away due to the large volume of traffic in this area and the high volume of vehicle parking.
7. If deemed necessary, the City may call a snow emergency requiring removal of all cars parked on arterial streets for a period of 24 hours from the time the snow emergency is in effect. Vehicles not removed shall be towed away.
8. Citizens are to remove snow from sidewalks adjacent to their property within 24 hours of the cessation of snowfall except, in commercial areas where snow shall be removed by 10:00 A.M. on the morning following cessation of snow fall.
9. Depositing of snow from driveways, sidewalks and parking lots on public streets is prohibited. Where snow is removed from parking lots and piled on the parking lot, snow piles falling within the "vision triangle" of an intersection shall not be higher than 2 1/2 feet above the center of the intersection street lines so that a traffic hazard is not created at the intersection.
10. On January 1, 2004 the City of McCook became responsible for the removal of snow and ice control on the highways inside the city limits.

SNOW POLICY - SALT BRINE PRE-TREAT OPERATION

Beginning in the winter of 2007-2008, the City of McCook added another step to our snow/ice fighting operation. Salt brine is an anti-icing solution which is applied to the highways, streets and bridges hours before a winter weather event takes place. It is sprayed onto the roadways to help minimize and in some cases prevent unsafe road conditions when the winter storm does arrive. This is a pro-active approach to combating snow removal.

The Director of Public Works or Public Works Supervisor is responsible for deploying the salt brine pre-treat unit as he deems appropriate in order to adequately meet the particular circumstances or situation. When a snow/ice event is forecasted, the weather conditions shall be evaluated in order to determine whether the pre-treat operation shall be put into effect. Once it is determined that it is safe to pre-treat, the operator will be called and the equipment will be mobilized. The pre-treat operation consists of applying a salt brine solution onto the roadway, in order to help minimize the snow/ice from adhering to the road surface. The Nebraska Department of Roads may also be utilized for their expertise in the pre-treat operation.

Salt brine is made using just two ingredients. The first ingredient is rock salt or also known as sodium chloride (NaCl) and the second ingredient is water. The salt brine is effective for anti-icing, because the salt depresses the freezing point of water. Water freezes at 32 degrees Fahrenheit, but when salt is added to the water, it lowers the point at which the water will freeze. The recommended percentage of salt brine is between 23% and 24%, which will drop the freezing point of the brine down to - 6 degrees Fahrenheit. The salt brine will typically be applied at 50 gallons per lane mile, which amounts to approximately 110 pounds of salt.

The salt brine that will be used in our operation will be produced at the City of McCook's Water Treatment Plant, at no additional cost to the rate payers of McCook. The brine is actually a waste product and if not used for this purpose, it would be disposed of through the Wastewater Treatment Plant.

The following is the priority order in which streets will be pre-treated:

1. All Highways within the City limits.
2. All emergency snow routes.
3. Residential streets.

The frequency and amount of pre-treatment will be dependent on the following:

1. Weather conditions
2. Weather forecasts
3. Severity of the predicted event.

SNOW POLICY - SAND/SALT OPERATION
PROCEDURE FOR CALLING OUT MEN AND EQUIPMENT

The Director of Public Works or Public Works Supervisor is responsible for directing the resources of staff and equipment when required by winter storm conditions. During a light snow, the early stages of a major snow, or during icy conditions the sand/salt operation shall be put into effect.

The Director of Public Works or Public Works Supervisor is responsible for deploying the sand/salt units in such fashion as he deems appropriate in order to adequately meet the particular circumstances or situation. The Director of Public Works or Public Works Supervisor shall advise the Police Department when the sand/salt operation is put into effect. Since the McCook Police Department monitors the conditions of streets during winter storm situations, the Police Department will advise the Public Works Department of the condition of the streets from time to time and of the need for action in order to provide for safe driving conditions under these circumstances.

The Police Department shall also keep the public advised of the street conditions by notifying the local news media (radio) so that bulletins can be broadcast noting particular conditions.

The Director of Public Works or the Public Works Supervisor will monitor street conditions and weather reports and determine the need for calling out staff and equipment between the hours of 4:00 A.M. and midnight, Sunday through Saturday. Between midnight and 4:00 A.M., the Police Department will be assist with monitoring street conditions and will place a call to the Director of Public Works or the Public Works Supervisor whenever they feel that conditions warrant some action by the Public Works Department. The Public Works Director or Public Works Supervisor will advise the Police Department of his/her actions.

In the absence of the Director of Public Works, staff and equipment in the Public Works Department may be activated by the following persons in the order listed:

Tyler Kalinski	-	Cell
Ken Vontz	-	Home
Randy Zwickle	-	Cell

Police Shift Supervisor - **CONTACT** as listed above

The above instructions and policy will be followed unless otherwise directed by the Director of Public Works or other responsible official as noted above.

DUTIES OF PERSONNEL AND OFFICERS

GENERAL INSTRUCTIONS

1. Study and know the procedures outlined in the manual and follow the schedules shown.
2. Keep records, such as gas, diesel, hours, and mileage of trucks, plows, and loaders.
3. See that your assigned unit is in good operating condition at all times and operate it according to the plan at all times.
4. Notify the Public Works Director or Public Works Supervisor of any emergency conditions encountered.
5. Flagmen shall wear a safety vest at all times.

NOTE: There is also some burden of responsibility on the personnel involved with this plan to make an effort to be available on off-duty hours if it appears that stormy conditions may develop.

PUBLIC WORKS PERSONNEL
Contact List

CELL NUMBERS

Kyle Potthoff	CELL
Tyler Kalinski	CELL
Rick Province	CELL
Kenny Vontz	CELL
Lea Ann Doak	CELL
Nate Schneider	CELL

HOME NUMBERS

Kyle Potthoff	CELL	Rick Province	CELL
Tyler Kalinski	CELL	Dave Gummere	CELL
Ron Maris	CELL	Joel Willers	CELL
Randy Zwickle	CELL	Jerome Biegler	CELL
Kenny Vontz	Home	Rick Lorentz	CELL
Kevin Siebrandt	CELL	Rick Kinne	CELL
Brian Montey	CELL	Ron Lauer	CELL
Clayton Stevens	CELL	Matt Coulter	CELL
Tony Rouse	CELL	Greg Pollnow	CELL
Paul Younger	CELL		
Ron Leonard	CELL		
Steve Miller	Home		
Seth Province	CELL		

UNIT 45 - SALT UNIT

SALT ROUTE

NOTE: Notify Police at start and finish.

- (1) All through streets - includes hospital
- (2) All downtown streets - includes post office
- (3) Westridge hill from "D" to "M"
- (4) Around all schools
- (5) "D" Street from West 5th to "B" Street
- (6) 9th Street from "B" Street to West 5th Street
- (7) West "C" Street from West 5th to West 10th
- (8) Around the Municipal Facility
- (9) All stops as needed
- (10) Other areas as needed
- (11) Highway 83 from south city limit to north city limit
- (12) Highway 6 & 34 from east city limit to west city limit

PROCEDURES AND POLICIES FOR SNOW PLOWING OPERATION

The Director of Public Works is responsible for directing how and when the snow plows shall be called out in order to meet particular circumstances of the winter storm.

Snow plowing operations normally are called for whenever snow accumulations of five (5) inches or greater are anticipated. As long as streets in the City are generally passable, the Director of Public Works will wait to send snow plows out on snow routes until after the storm and wind has ceased. Many times storms subside in the night hours and snow plows are generally sent out sometime after midnight with the intent that they finish the route by 7:00 A.M. or 8:00 A.M. the following morning.

To avoid plowing a second time, snow plows will be held until snowfall and wind have ceased, unless conditions do not allow. The safety and speed of the operation is enhanced if it is possible to wait until early morning hours.

The Director of Public Works will notify the City Manager whenever, in his/her opinion, the removal of parked cars on arterial streets becomes a critical factor in effectively removing the snow (normally whenever the anticipated snowfall is heavy). Such decision (snow emergency) shall be made by the City Manager, the Director of Public Works, or the Chief of Police. Whenever possible, the decision will be made before noon so that media can be notified to advise citizens to remove their vehicles and to allow adequate time for moving or towing of these vehicles before snow removal operations begin.

Whenever snow plowing operations are anticipated, the Director of Public Works or the Public Works Supervisor will advise those persons responsible for operating snow equipment of the need to be on duty at a time specified. In order to meet various contingencies, it may be necessary to call out men and equipment to stand by at the Street Shop during the night in order that they may take out snow plows when the storm subsides.

When snow plowing operations are commenced, the plows will begin work in a two (2) to three (3) unit gang, plowing one-half (1/2) of an arterial street from center to curb with one pass of the gang. Snow will be plowed from curb to curb, when possible, in accordance with City policy. The operations will follow the snow routes as listed. The entire snow route will be driven and snow removed unless deemed inappropriate by the individual operator, the Director of Public Works, or the Public Works Supervisor.

The Director of Public Works or Public Works Supervisor is responsible for deploying equipment furnished by Red Willow County. The Director of Public Works or Public Works Supervisor will call out this equipment as he deems appropriate in order to meet particular circumstances of the winter storm.

Unit No. 56 (maintainer) will be dispatched to the downtown area to begin plowing snow from the curb to the center of the street or designated space for later removal. This unit may assist in clearing the highways. After clearing this area, it will proceed to other areas as listed.

Unit Nos. 53 and 55 (loaders) will be dispatched as deemed appropriate by the Director of Public Works or Public Works Supervisor to clear intersections of arterial streets and highway, break open local streets, clear City parking lots, driveways and sidewalks and assist in clearing snow from the Airport. Generally, units will be assigned on a priority basis as listed.

If at all possible, a second snow plowing after a storm will be avoided and the snow plowing operations will be completed early enough not to cover up sidewalks and driveways that have previously been cleared by residents along snow routes.

SNOW EMERGENCY ROUTES

- (1) Airport Road - "B" Street North to Airport Terminal
- (2) East 15th Street - East "H" Street to East "J" Street
- (3) East 14th Street - East "C" Street to East "H" Street
- (4) Apollo Street - East 14th Street to East "F" Street
- (5) East 11th Street - East "B" Street to North City Limits
- (6) East 6th Street - East "B" Street to East "H" Street
- (7) East 7th Street - East "H" Street to Country Club Drive
- (8) Country Club Drive - East 7th Street to East 5th Street
- (9) East 5th Street - East "H" Street to Parkview
- (10) East 4th Street - East "F" Street to East "G" Street
- (11) East 3rd Street - East "B" Street to East "H" Street
- (12) East 3rd Street - East "L" Street to East "M" Street
- (13) East 2nd Street - East "A" Street to East "B" Street
- (14) East 1st Street - East "A" Street to East "M" Street
- (15) Norris Avenue - East "A" Street to North City Limits
- (16) East "F" Street - East 3rd Street to East 6th Street
- (17) East "F" Street - East 11th Street to Apollo Street
- (18) East "G" Street - East 3rd Street to East 4th Street
- (19) East "H" Street - Norris Avenue to Airport Road
- (20) East "L" Street - Norris Avenue to East 5th Street
- (21) East "M" Street - Norris Avenue to East 5th Street
- (22) East "O" Street - Norris Avenue thru Kelley Park Drive then thru Park View to Seminole Drive
- (22) East "J" Street - East 11th Street to East 15th Street
- (23) Seminole Drive - Parkview to Park Avenue
- (24) Park Avenue - Kelley Park Drive to Norris Avenue
- (25) North Cherokee - Seminole Drive to Norris Avenue
- (26) All State Hwys within the City Limits
- (27) West 1st Street - West "A" Street to West "O" Street
- (28) West 2nd Street - West "A" Street to West "E" Street
- (29) West 3rd Street - West "A" Street to North City Limits
- (30) West Circle Drive - West "O" Street to West "Q" Street
- (31) West 5th Street - Public Safety Center to West "Q" Street
- (32) West 7th Street - West "B" Street to West "J" Street
- (33) West 8th Street - West "B" Street to West 7th Street
- (34) West 9th Street - West "B" Street to West "E" Street
- (35) West 10th Street - West "B" Street to West "Q" Street
- (36) West 14th Street - West "J" Street to West "O" Street
- (37) "A" Street - West 1st Street to East 2nd Street **
- (38) "C" Street - West 5th Street to East 1st Street
- (39) "D" Street - West 7th Street to East 1st Street
- (40) "E" Street - West 7th Street to East 1st Street
- (41) West "J" Street - Spoon Drive to Norris Avenue

- (42) West "M" Street - Norris Avenue to West 14th Street
- (43) West "O" Street - Norris Avenue to West 5th Street; West 14th Street to N. Hwy 83
- (44) West "P" Street - West 3rd Street thru West 1st Street; thru Marsh Avenue to Norris Avenue
- (45) West "Q" Street - West 3rd Street to N. Hwy 83
- (46) West "F" Street - West 7th Street to West 5th Street
- (47) West "G" Street - West 7th Street to Westridge
- (48) West "H" Street - West 7th Street to Westridge; West 10th Street to N. Hwy. 83
- (49) Sunset Road - Westridge to West 10th Street
- (50) Federal Avenue - "B" Street to South Street
- (51) South Street - Federal Avenue to South Hwy 83
- (52) All Street on the Golf Course

#56 MAINTAINER

(NOTE: DO NOT DEVIATE ON THE BELOW INSTRUCTIONS UNLESS INSTRUCTED BY THE DIRECTOR OF PUBLIC WORKS.)

REMOVE SNOW WITH MAINTAINER IN DOWNTOWN AREA

- (1) Norris Avenue from "A" Street to "F" Street (middle)
- (2) "C" Street from West 5th to East 2nd, blade to middle except between East 1st and 2nd, blade curb to curb.
- (3) West 1st from "A" Street to "D" Street (middle)
- (4) "D" Street from East 1st to West 2nd, blade to middle except between West 1st and 2nd, curb to curb
- (5) "E" Street from East 1st to West 1st (middle)
- (6) Around Post Office
- (7) West 2nd from "A" Street to "D" Street, between "C" and "D" blade curb to curb, between "A" and "C" blade to middle
- (8) West 3rd from "A" Street to "C" Street, blade to middle
- (9) "A" Street from East 1st to West 1st, curb to curb
- (10) North of Junior High on Sunset Road from West 7th west to West 10th
- (11) Airport
- (12) Assist in highway snow removal

#53 LOADER

(NOTE: DO NOT DEVIATE ON INSTRUCTIONS BELOW UNLESS INSTRUCTED BY THE DIRECTOR OF PUBLIC WORKS.)

- (1) Intersections in the downtown area where snow is bladed to the middle of the street, and intersections around new post office
- (2) Intersections on Norris Avenue from "F" Street to "O" Street.
- (3) Airport Parking Lot and other areas as needed (hangars).
- (4) Assist in highway snow removal

#55 LOADER

(NOTE: DO NOT DEVIATE ON INSTRUCTIONS BELOW UNLESS INSTRUCTED BY THE DIRECTOR OF PUBLIC WORKS.)

- (1) Police and Fire Station Parking - front push east, other in back
- (2) Auditorium Parking Lot - east or west
- (3) Parking Lots:
 - 100 block of East "B" - north side (SW corner)
 - 100 block of West "B" - north and south sides (SW corner)
 - 200 block of West 1st - south of Komac Paint (SW corner)
 - 400 block of West 1st - east side (SE corner)
 - 300 block of East 1st - west side (north side on rocks & NE corner)
 - 200 block of West 4th - east side (west on terrace)
 - Swimming Pool - parking lot
- (4) Parking south of Library
- (5) Parking on north side of Central Elementary School
- (6) Senior Center Parking Lot (all south)
- (7) Intersections of West 10th and "H" Street
- (8) Housing Authority off-street parking on Missouri Avenue Circle
- (9) Westridge Intersections
- (10) Airport Parking Lot (in ditch, not on asphalt)
- (11) Airport Intersections and as needed
- (12) Assist in highway snow removal

AIRPORT SNOW PLOWING OPERATIONS

The Director of Public Works or the Airport Maintenance Operator is in charge of snow removal operations at the McCook Ben Nelson Regional Airport. As soon as the plow trucks, maintainers and loaders have completed their responsibilities of clearing snow from the City of McCook, they will proceed to the Airport to begin snow plowing operations on the Airport.

At the discretion of the Director of Public Works, when a situation requires the more rapid removal of snow from the Airport, units may be assigned to the Airport earlier.

When snow plowing operations begin on the Airport, the Director of Public Works or his designee shall issue a NOTAM** through Notam Manager noting that snow removal equipment is on the Airport and operating. The Airport shall be closed during such snow removal operations. The Director of Public Works or Airport Maintenance Operator will also let the local unicom operator know when they will be on the Airport and where, so that they can advise local air traffic.

Snow shall be plowed from the center of the runway to the edge of the runway. Care should be taken to avoid covering up or damaging runway edge or runway end identifier lights. The procedures for removal of snow should be followed strictly, provided that changes can be made at the discretion of the Director of Public Works. However, no change should be made upon the request of private pilots, FBO's or other person unless authorized by the Director of Public Works.

NOTE: - NOTAM -

Shall be issued thru Notam Manager or when unavailable to Lockheed Martin 1-877-487-6867

****Personnel authorized to issue a NOTAM**

1. City Manager - Airport Manager
2. Director of Public Works
3. Public Works Supervisor
4. Airport Maintenance Operator

DOWNTOWN AND "B" STREET SNOW HAULING OPERATION

The hauling of snow from the downtown area will commence as soon as loader units and trucks are available from their primary responsibilities. From Thanksgiving until New Year's, the City will give a high priority to quickly hauling out snow from the downtown area. Preferably, the haul will begin in the early morning hours in order to minimize disruption of traffic. At other times other than from Thanksgiving to New Year's, the hauling operation will commence on the next regular work day during normal business hours.

The hauling operations will clear downtown blocks in the following order:

- (1) Norris Avenue from "A" to "F"
- (2) East "C" Street from Norris Avenue to East 1st
- (3) West 1st from "A" to "D"
- (4) "D" Street from East 1st to West 1st
- (5) "E" Street from East 1st to West 1st
- (6) West 2nd from "B" to "C"
- (7) West "C" from Norris Avenue to West 5th
- (8) "B" Street from West 5th to East 5th
- (9) "B" Street from West 5th to West 10th
- (10) "B" Street from east 5th to East 14th

Snow hauled from the downtown area and "B" Street will be deposited at the south end of the airport property or other areas as designated by the Director of Public Works including the Jaycees Ball Complex parking lot.

(SIDEWALKS)

Sidewalks around public parking lots, parks, city buildings are cleaned on an as-needed basis by Cemetery personnel or other designated personnel.

**AGREEMENT BETWEEN THE CITY OF MCCOOK, NEBRASKA AND THE
COUNTY OF RED WILLOW, NEBRASKA FOR SNOW PLOWING
SERVICES PURSUANT TO THE INTERLOCAL COOPERATIVE ACT**

This Agreement is made and entered into on November 5, 2001 by and between the City of McCook, Nebraska, (hereinafter referred to as City) and the County of Red Willow, Nebraska, (hereinafter referred to as County), both public agencies pursuant to the Nebraska Interlocal Cooperative Act.

The City and County hereby entered into this Agreement for snow plowing services having the following terms and conditions.

1. The term of this Agreement shall be for a one (1) year term commencing November 1, 2001, and continuing through October 31, 2002. This agreement shall be automatically renewable on the same terms for additional one (1) year terms each subsequent year, unless one of the parties elects not to renew for the following year, by advising the other in writing prior to October 1st of the year in question.
2. There shall be no separate legal or administrative entity created by this Agreement.
3.
 - a. At the request of the City and upon notification to the District 3 County Commissioner, or his/her representative, by the City's Public Works Director, or his/her representative, the County shall provide operators and all necessary equipment, and shall plow a path reasonably clearing it of snow down the center of all residential streets within the City.
 - b. The operators provided by the County shall act under the supervision and direction of City's Public Works Director.
 - c. Upon the request of the County, and the availability of the vehicle, the City shall salt any area within the two mile jurisdiction.
 - d. At no time shall the County provided operators be considered an employee of the City.
5. This agreement may not be terminated by either party prior to the end of its term.

6. The Public Works Director for the City shall be responsible for administering the provision of this Agreement.

City of McCook

County of Red Willow

Kurt Fritsch, City Manager

Earl McNutt, Chairman
Red Willow County Commissioners

**CITY MANAGER'S REPORT
NOVEMBER 4, 2024 CITY COUNCIL MEETING**

ITEM: 3.F.

RECOMMENDATION:

RECEIVE AND FILE THE CONFIRMATION OF AN EMERGENCY PURCHASE OF ONE USED 2015 FORD F-750 4X2 TEREX HRX-55 BUCKET TRUCK FOR THE STREET DEPARTMENT, FROM CUSTOM TRUCK ONE SOURCE AT A COST OF \$55,000.00 WHICH INCLUDES DELIVERY.

BACKGROUND:

In the FY 2021-2022 budget the street department had \$125,000.00 budgeted for a used bucket truck.

With the struggles that we were having locating a used truck that we felt comfortable with, staff began looking into new trucks. In April 2022, we purchased a new 2022 Manitex A62 aerial work platform that was mounted on a 2022 Ford F550 Chassis with a maximum working height of 62 feet.

Unfortunately, shortly after this truck was purchased, we began having mechanical issues with it. These issues became very concerning and was jeopardizing our employees safety. The truck spent numerous months at a maintenance shop near Denver, CO. Over time it became apparent that the probability that this truck would continue to have issues were pretty good. The decision was then made to begin the process to request that the truck be returned to the manufacturer for a refund. Over several months and the assistance from an attorney, we were able to get the truck returned for a full refund.

Over the past several months city staff has been looking for a replacement bucket truck. We have looked at both used and new. We have enquired about several, but were not successful with locating a replacement that we were comfortable with.

Staff identified a bucket truck in Kansas City, MO that had potential to meet our needs both with its capabilities as well as our confidence in the truck. Staff visited with the sales staff from Custom Truck One and gained a substantial amount of information on the trucks history. After visiting with their staff, it was determined that this truck would work well for us as well as give us a comfort level that we were looking for. This truck has a working height of 60'.

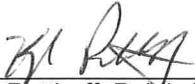
This truck will be used for a number of tasks including but not limited to traffic signal maintenance, tree work, maintenance at the ballparks and maintenance at the airport.

This truck will replace a 1998 bucket truck that was purchased used from NPPD more than 20 years ago. It's maximum height is 35 feet.

FISCAL

IMPACT: None

APPROVALS:



Kyle Potthoff, Public Works Director

October 25, 2024



Nate Schneider, City Manager

October 25, 2024



Remit To: 7701 Independence Ave.
Kansas City, MO 64125

Custom Truck & Equipment, LLC
7701 Independence Ave.
Kansas City, MO 64125

SALES INVOICE

ORDER NUMBER:	1000292474
Invoice Date:	10/10/24
Total Due:	\$55,000.00
Payment Terms	PREPAYMENT
Due Date:	10/10/24
Branch:	KP
Delivery Method:	FTL
Delivery Terms:	EXW

Bill To:
CITY OF MCCOOK
PO BOX 1059
MCCOOK, NE - 69001
UNITED STATES

Ship To:
CITY OF MCCOOK
111 South Street
MCCOOK, NE - 69001
UNITED STATES

For questions regarding your invoice - contact (816) 241-4888

Customer #	Customer Purchase Order	Doc Date	Sales Representative	Division	Store
2078668	SEE SIGNED RBO	10/10/24	CROSS	USA	KP
Qty	Item	Description	Unit Price / Rate	Ext. Price	
1	WHOLEGOOD VIN:3FRXF7FK3FV720216 100_00003	USED-2015 F750 W/B&G BODIES	\$55,000.00	\$55,000.00	
	Ex Works: MCCOOK, NE				
	WHOLE GOOD VIN: 3FRXF7FK3FV720216				
	Unit Attributes:				
	S-CHASSIS MAKE:FORD	U-WHEELBASE:TBD			
	S-CHASSIS MODEL:F750	A/C:YES			
	S-ATTACH MAKE:TEREX	U-FRONT AXLE			
	S-ATTACH MODEL:HRX55	CAPACITY:13020			
	S-ENG MAKE:CUMMINS	COLOR:WHITE			
	S-ENG MODEL:6.7L D	FRONT WHEELS:STEEL			
	U-BODY MAKE:B&G BODIES	INTERIOR LEVEL:MID			
	U-BODY MODEL:LINE BODY	U-REAR AXLE CAPACITY:21000			
	ATTACHMENT YEAR:2015	U-REAR SUSPENSION:SPRING			
	CHASSIS YEAR:2015	U-FRAME:SINGLE			
	U-CONDITION GRADE:B: GOOD	U-CAB TYPE:DAYCAB			
	U-CHARACTERISTIC TYPE:55'	POWER WINDOWS:MANUAL			
	BUCKET	FUEL TANK:SINGLE ALUMINUM			
	U-CHASSIS CLASS:CLASS 7	U-TAG AXLE:TBD			
	CHASSIS	U-PUSHER AXLE(S):TBD			
	NEW/USED:RENTAL ASSET	G.V.W.R.:33000			
	DISPOSAL	U-VOCATION:BUCKET TRUCK			
	S-TRANS MODEL:3000RDS	ON-HWY/OFF-ROAD:ON-			
	U-ENGINE HORSE POWER:260	HIGHWAY			
	U-AXLE CONFIGURATION:4X2	TIRE SIZE			
	U-BRAKES:AIR	(FRONT):275/70R22.5			
	DRIVER SEAT:HIGH BACK AIR	TIRE SIZE (REAR):275/70R22.5			
	RIDE	ENGINE AIR CLEANERS:			
	RADIO:AM/FM	EXTERIOR			
	REAR WHEELS:STEEL	ENGINE FUEL TYPE:DIESEL			
	U-PTO:TBD				
	ENGINE BLOCK HEATER:YES	Miles: 52,846.9			
	U-CA OR CT:TBD	Hours: 2,030.2			
	FUEL TANK CAPACITY:50				

Sale	\$55,000.00
Misc.	\$0.00
Tax	\$0.00
Prepayments	\$0.00
Total	\$55,000.00



AGREEMENT FOR STREET SUPERINTENDENT SERVICES

This **AGREEMENT** made and entered into by and between the **CITY OF MCCOOK**, Nebraska (hereinafter referred to as the **OWNER**), and **GREG A. WOLFORD** of **W DESIGN ASSOCIATES, INC.** of McCook/Hastings, Nebraska (hereinafter referred to as the **ENGINEER**).

Whereas, **ENGINEER** holds Nebraska City Street Superintendent Class A License Number S-875.

Whereas the **OWNER**, by and through its City Manager, Nathan a. Schneider, appoints the **ENGINEER** as the City Street Superintendent to provide such services as required for the operation and maintenance of the City of the McCook's roads and streets for the period of January 1, 2025 to December 31, 2025.

RESPONSIBILITY OF THE ENGINEER

The **ENGINEER** shall:

1. Consult with the McCook Public Works Director on issues involving the operation and maintenance of roads and streets in the City of McCook.
2. Prepare and annually update long-range plans for highways, roads and streets based on the needs of the City of McCook and coordinated with adjacent governmental units.
3. Prepare annual programs for design, construction, and maintenance of highways, roads and streets of the City of McCook.
4. Prepare annual budgets based on programmed projects and activities.
5. Assist the City in implementing the capital improvements and maintenance activities provided in the approved plans, programs and budgets. Engineering design and construction services shall be negotiated under separate agreements on a project by project basis.
6. Prepare the annual Plan of Street Improvements for the City of McCook.
7. Present the Plan of Street Improvements at an annual hearing in front of the McCook City Council.
8. Submit such plans, programs, and budgets to the local governing body for approval.

RESPONSIBILITY OF THE OWNER

The **OWNER** shall provide the **ENGINEER** their priorities, opinions and the information as needed to develop the long range plans, budgets and reports for street improvements.

FEES AND PAYMENTS

The **OWNER** shall pay the **ENGINEER** hourly plus expenses at the **ENGINEER's** standard hourly rate with the fee not to exceed \$6000 per year.

TERMS AND CONDITIONS

The following attachments are hereby made a part of this Agreement:

- A. SPECIAL TERMS AND CONDITIONS
- B. GENERAL TERMS AND CONDITIONS

Now, Therefore, This Agreement Witnesseth: That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the **ENGINEER** shall furnish street superintendent services and the **OWNER** will make payment for same in accordance with the terms and conditions set forth herein, and annually thereafter.

Dated this 4th day of November, 2024.

Nathan A. Schneider
CITY OF MCCOOK
MCCOOK, NEBRASKA

DATE

Greg A. Wolford
W DESIGN ASSOCIATES, INC.
MCCOOK/HASTINGS, NEBRASKA

DATE

**CITY MANAGER'S REPORT
NOVEMBER 4, 2024 CITY COUNCIL MEETING**

ITEM: 3.H.

Adopt Resolution No. 2024-29 authorizing the signing of the Year-End Certification of City Street Superintendent Form 2024.

BACKGROUND:

The signing of the Year-End Certification of City Street Superintendent form is the basis for determining our calendar year 2024 Incentive Funds. The City receives \$6,000 annually in Incentive Funds and contracts with Greg Wolford to provide these services.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 30, 2024

Kyle Potthoff, Public Works Director

October 30, 2024



Tera Koetter, Assistant City Manager

October 30, 2024



Nathan A. Schneider, City Manager

October 30, 2024

RESOLUTION NO. 2024-29

**SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM
2024**

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that such certification shall include a copy of the documentation of the city street superintendents appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable) and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor of the City of McCook is hereby authorized to sign the attached Year-End Certification of City Street Superintendent form.

Adopted this 4th day of November, 2024 at McCook, Nebraska.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk

Do not recreate or revise this document. Revisions and recreations will not be accepted. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2024. **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2024

Resolution No. 2024-29

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of McCook
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this 4th day of November, 2024 at McCook, Nebraska.
(Date) (Month)

City Council/Village Board Members

<u>Linda Taylor</u>	_____
<u>Jerry Calvin</u>	_____
<u>Gene Weedin</u>	_____
<u>Jared Muehlenkamp</u>	_____
<u>Darcy Rambali</u>	_____

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

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2024.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2024

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January 1, 2024 to December 31, 2024
(Month) (Day) (Month) (Day)

*(1)(a) The municipality of McCook certifies that: Greg A. Wolford
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)

was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality
- Contract (consultant) with this Municipality
- Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer village engineer
public works director city manager city administrator street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- _____ and Class of License A, and/or

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- _____

(2) _____

Signature of Mayor Village Board Chairperson
(Check one box)

*(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) Failure to return by December 31, 2024, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2024 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

SUPERINTENDENT(S) APPOINTMENT DOCUMENTATION

Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2024 to the back of this Page: For most municipalities this information may be found in the **November or December 2023 or the January 2024 meetings minutes**. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).

Call (402) 479-4436 or email NDOT.BLSHelp@Nebraska.gov if you have any questions about what to attach for documentation.

RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

October 16, 2024

Notice to file the Year-End Certification of City Street Superintendent, Signing Resolution, and Documentation of the Appointment(s) of City Street Superintendent(s) for Calendar Year 2024 with the Nebraska Department of Transportation (NDOT) by December 31, 2024.

Please make this an agenda item for your next City Council / Village Board meeting and return to the NDOT by December 31, 2024. **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

The attached **YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT** and **SIGNING RESOLUTION**, together with a copy of the **DOCUMENTATION OF THE CITY STREET SUPERINTENDENT(S) APPOINTMENT(S) for CALENDAR YEAR 2024**, is the basis for determining the calendar year 2024 Incentive Payment. **Please complete and return the following to the NDOT by December 31, 2024:**

- **Signing Resolution** (*Page 1*): The original Signing Resolution, authorizing the signing of the Year-End Certification(s) by the Mayor or the Village Board Chairperson.
- **Year-End Certification of City Street Superintendent** (*Page 2*): If more than one individual provided street superintending services during Calendar Year 2024, or if the municipality did not have an appointed street superintendent, document each successive appointed city street superintendent and/or period without an appointed city street superintendent using a separate Year-End Certification form. **Copy the form as needed.**
- **Documentation of the City Street Superintendent(s) Appointment(s)** (*Page 3*): Attach to page 3 a copy of the City Council or Village Board meeting minutes showing the appointment(s) of the City Street Superintendent(s) **for Calendar Year 2024** by their name as it appears on their License (*if applicable*), their License Number (*if applicable*), and Class of License (*if applicable*), and the type of appointment, i.e., employed, contract (consultant or interlocal agreement with another county and/or incorporated municipality), and the **beginning date of the appointment.** **For most municipalities this information may be found in the November or December 2023 or the January 2024 meetings minutes.**

Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2024 and the municipality does not complete and return the above documentation to the NDOT **by December 31, 2024, the municipality will not receive an Incentive Payment for Calendar Year 2024.**

Payment: If your municipality qualifies, payment will be scheduled for February 2025. Reference Neb. Rev. Stat. §39-2515. **Additional information** on Incentive Payments is available on the NDOT Boards - Liaison Service Website: <https://dot.nebraska.gov/business-center/lpa/boards-liaison/>

Please let me know if you have any questions. Email: ndot.blshelp@Nebraska.gov
Phone: (402) 479-4436

Sincerely,

LeMoyné D. Schulz
Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation

LDS/2024

Attachments (3)

Vicki Kramer, Director
Department of Transportation

MAILING ADDRESS	PHYSICAL ADDRESS
PO Box 94759	1500 Nebraska Parkway
Lincoln, NE 68509-4759	Lincoln, NE 68502

dot.nebraska.gov

3.E. - appointment

McCook City Council
November 20, 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 (arrived 5:49 P.M.), Fire Chief Harpham, Public Works Director Potthoff, and Interim Police Chief Hodgson.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on November 16, 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. Invocation was provided by Jeff Kelley, Memorial Methodist Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

1. Announcements & Recognitions.

City Manager Schneider reminded the Council that this coming Thursday and Friday are observed holidays for the City.

2. Public Hearings.

2.A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review committee regarding meeting held October 23, 2023.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on a report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held October 23, 2023 with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Taylor: YEA, Calvin: YEA, Weedon: 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 November 20, 2023 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Agenda for the October 23, 2023 meeting of the Economic Development Plan Citizen's Advisory Review Committee and attachments (11 pages); and Exhibit #4 - the minutes of the July 24, 2023 Economic Development Plan Citizen's Advisory Review Committee (3 pages).

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

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

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

2.B. Accept the minutes of the July 24, 2023 Economic Development Plan Citizen's Advisory Review Committee meeting.

Motion to accept the minutes of the July 24, 2023 Economic Development Plan Citizen's Advisory Review Committee meeting. 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. Consent Agenda.

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

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

3.A. Approve the minutes of the November 6, 2023 regular City Council meeting.

3.B. Receive and file the Financial Report for the period ending September 30, 2023.

3.C. Recommend approval to the Nebraska Liquor Control Commission the Application for Manager submitted by Suhr Enterprises, dba "Gary's Super Foods", 212 Westview Plaza, which holds License #C-122060, the applicant being Troy R. Werkmeister.

3.D. Adopt Resolution No. 2023-21 authorizing the signing of the Year-End Certification of City Street Superintendent Form 2023.

3.E. Accept City Manager Nate Schneider's appointment of Greg A. Wolford, Class A License S-875 and Professional Engineer License No. E-6362, as the City of McCook Street Superintendent January 1 through December 31, 2024, for the purpose of the 2024 calendar year.

- 3.F. Accept and authorize the Mayor to sign the Annual Certification Form confirming that funds received by the City of McCook from the State of Nebraska Department of Transportation as part of the Federal Aid Transportation Fund Purchase-Sale Agreement have been used according to such agreement.
- 3.G. Approve an agreement with the McCook Economic Development Corporation assigning financial responsibility for the North Pointe paving project to the McCook Economic Development Corporation.
- 3.H. Approve an agreement with the Southwest Public Health Department assigning financial responsibility for the West "C" Street paving project to the Southwest Public Health Department.
- 3.I. Authorize city staff to purchase one (1) new 2024 Caterpillar 926M High Lift Wheel Loader from Nebraska Machinery in the amount of \$278,000, using Sourcewell, for use in the Solid Waste Department.
- 3.J. Award the bid for the McCook Business Park Phase II sanitary sewer and water main extensions to Midlands contracting of Kearney, Nebraska in the amount of \$248,054.70, that being the lowest best bid.
- 3.K. Award bid for one (1) new 2024 ½ ton 4 x 4 Extended Cab pickup to Wagner Ford in the amount of \$41,738.00, that being the lowest responsive bid, to be utilized by the Water Treatment Facility.
- 3.L. Award bid for two (2) new 2024 ¾ ton 4 x 4 Extended Cab pickups to Wagner Ford in the amount of \$90,962, that being the lowest responsive bid, to be utilized at the Wastewater Facility and in the Water Distribution System.
- 3.M. Award bid for one (1) new 2024 mid-size SUV to Wagner Toyota in the amount of \$41,093, that being the lowest responsive bid, for use by the Administration Department.
- 3.N. Receive and file the claims for the month of October 2023, published November 14, 2023.

4. Regular Agenda.

- 4.A. Update regarding the swimming pool and ballpark projects.

A pool monthly progress meeting was held this past week with Lamp Rynearson & Carrothers Construction and a Pool Committee meeting is scheduled for this coming Wednesday, November 29, at 6:00 P.M. in the Council Chambers.

- 4.B. Discussion and update on the work completed to date by City staff in regard to a potential UTV ordinance.

Discussion was held regarding a potential UTV ordinance.

Jim Lewis suggested, for safety reasons, that the vehicle must be able to maintain a speed of 25-30 mph; that the vehicles should have head, tail, and brake lights; and that all occupants should have seat belts.

Maggie Repass requested that the definition of what a controlled access is, would like to see more intersections permitted for crossing of the highways.

After review by City Attorney Mustion, a proposed ordinance will be brought before the Council for consideration in January.

4.C. Ordinance No. 2023-3074 providing for the amendment of Appendix B, Cemetery Fees, of the City of McCook, Nebraska Code of Ordinances.

Mayor Taylor asked the Clerk to read Ordinance No. 2023-3074 by title.

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.

Ordinance No. 2023-3074 has been read by title and I move to approve upon its third and final reading. This motion, made by Calvin and seconded by Rambali, passed.

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

Mayor Taylor stated for the record that Ordinance No. 2023-3074 is declared lawfully passed and adopted upon publication as required by law.

4.D. Council Comments.

Mayor Taylor noted that we have a lot to be thankful for, the City of McCook has excellent employees and staff.

4.E. 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 potential litigation - property located 1111 East "H" Street, Cindy and Ron Sabin.

Motion to go into executive session for the protection of public interest for a strategy session with respect to potential litigation - property located 1111 East "H" Street, Cindy and Ron Sabin at 6:00 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 potential litigation - property located 1111 East "H" Street, Cindy and Ron Sabin. The Council will reconvene in public session following this closed session.

City Manager Schneider, City Attorney Mustion, Assistant City Manager Koetter, and City Clerk Doak stayed for the closed session.

Motion to come out of executive session at 6:37 P.M. This motion, made by Muehlenkamp and seconded by Calvin, passed.

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

4.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.

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 6:38 P.M. This motion, made by Weedon and seconded by Calvin, 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.

City Manager Schneider, City Attorney Mustion, Assistant City Manager Koetter, and City Clerk Doak stayed for the closed session.

Motion to come out of executive session at 7:02 P.M. This motion, made by Calvin and seconded by Muehlenkamp, 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 7:03 P.M.

Linda Taylor, Ex-officio Mayor

and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
NOVEMBER 4, 2024 CITY COUNCIL MEETING**

ITEM: 3.1.

Accept and authorize the Mayor to sign the Annual Certification Form confirming that funds received by the City of McCook from the State of Nebraska Department of Transportation as part of the Federal Aid Transportation Fund Purchase-Sale Agreement have been used according to such agreement.

BACKGROUND:

The Federal Aid Transportation Fund Purchase-Sale program requires that each participating entity certify each year that the funds are being used according to the terms of the agreement. This program replaces the funds allocated to first class cities from federal dollars to state dollars. As part of this agreement all first class cities in the State of Nebraska agreed to receive \$0.90 of state dollars for every \$1.00 of federal dollars that would have been originally allocated. The goal of this program was to reduce the time and ultimately the cost of road projects within first class cities by eliminating some of the federal requirements that delayed projects and increased costs in the past.

During the period between October 1, 2023 and September 30, 2024 no street projects were completed. The remaining balance in this fund is \$653,754.66, including interest, which will be used on future street projects.

**FISCAL
IMPACT:** None.

APPROVALS:

Kyle Potthoff, Public Works Director

October 30, 2024

Nathan A. Schneider, City Manager

October 30, 2024

Annual Certification Form

City of McCook , hereinafter "Local Public Agency" or "LPA"

Period of Time Covered by Certification
October 1, 2023 to September 30, 2024

This certification is given by LPA pursuant to the requirement of the second paragraph of Neb. Rev. Stat. §39-1307 (as this section was amended by Section 1 of LB98, 2011 Legislative Session), as required by Section 5 of the Federal-Aid Transportation Fund Purchase-Sale Agreement (the Agreement) between the State of Nebraska Department of Transportation (State) and LPA.

LPA has received cash payment funds from the State according to the terms of the Agreement. LPA agreed in Section 5 of the Agreement to restrict LPA's use of the cash payment funds to certain specified uses. (See the language of Section 5 set out below). Section 6 of the Agreement requires LPA to make this certification annually. Further, the financial information on this form must also be reported in your annual reports to the Board of Public Roads Classifications and Standards.

The undersigned hereby certifies that he or she:

- 1) Has been properly authorized by LPA's governing body to make this certification on behalf of the LPA.
- 2) Has sufficient information to accurately, fully and fairly make this certification.
- 3) Is familiar with the terms of the Agreement between the LPA and the State, including particularly, the limitations on LPA's use of the cash payment funds set out in Section 5 of the Agreement.
- 4) Is familiar with LPA's accounting systems and bank and investment accounts and knows (a) where the cash payment funds have been deposited or invested and (b) how the cash payment funds have been managed and accounted for within LPA's financial records.
- 5) Is familiar with the details of all projects or activities of LPA for which funds in the cash payment account have been used by LPA.
- 6) Believes, that to the best of his or her knowledge and belief, (1) LPA's use of the cash payment funds fully and fairly complies with the requirements of Section 5 of the Agreement, and (2) LPA has segregated the cash payment it received from the State and has separately accounted for any STP and HBP portions of the cash payment within its accounting system.

November 4, 2024
 Date

 Signature
Linda Taylor
 Printed Name
Mayor
 Title

Fund Type	FY-2023 Carryover <small>(funding amount reported last certification period as unexpended)</small>	FY-2024 Allotment	Total Available Allotment <small>(combination of FY-2023 carryover and new FY-2024 funds)</small>	Allocation Expended <small>(10/1/23 and 9/30/2024)</small>	Remaining Allocation
34750 Highway Street Buyback Program (STP)	\$ 401,340.26	\$ 182,025.40	\$ 583,365.66	---	\$583,365.66 \$653,754.66 w/int.
Bridge Buyback Program (HBP)	\$ -	\$ -	\$ -		
Project Location and Description <small>(Please provide Accurate locations and an explanation of work completed with FFPP Funds)</small>					
Location	Project Description/Work Completed				

CITY MANAGER'S REPORT
NOVEMBER 4, 2024, CITY COUNCIL MEETING

ITEM # 3.J.

RECOMMENDATION:

Approve Resolution No. 2024-~~30~~ amending the rates for the ambulance service and fire department services operated by the City of McCook, Nebraska.

Fire Departments across the country are being faced with a new type of fire that is so intense it can take thousands of gallons of water to put it out. Electric vehicle (EV) fires are proving to be a big challenge for firefighters because of lithium-ion batteries which are a growing public safety concern. EV fires are unusual and now present unique challenges and dangers to our firefighters. Depending on the state of charge of the EV vehicle, it can take several hours to extinguish these fires and numbers as high as 50,000 gallons of water.

If an EV fire happens in an area and is not threatening any nearby property, they are, more than likely, going to be allowed to burn. The biggest reason for this is that the water that is applied to the fire becomes contaminated and the runoff can contaminate the ground. This is a huge environmental impact.

These fires pose a highlighted risk for electric shock and uncontrolled increases in temperature and pressure known as "thermal runaway". Thermal runaway refers to a dangerous situation where a battery cell rapidly heats up, causing a self-sustaining cycle of increasing temperature that can lead to fire or explosion, often triggered by damage to the cell and resulting in a rapid release of heat and flammable gasses; essentially, one cell overheating rapidly causes neighboring cells to overheat as well, creating a chain reaction that can quickly escalate into a full-blown fire within the battery pack.

These fires are different from the traditional vehicle fire in that the actual burning elements are components of the battery packs, which are, by design, sealed and difficult to apply extinguishing agents, like water or foam. The primary goal in combating EV fires is to cool the battery pack and protect exposures from the fire. Temperatures of EV fires can be as high as 1800° F.

The City of McCook Fire Department has spent countless hours attending training and researching the most efficient means of extinguishment for these types of fires. We have concluded that the EV Fire Blanket, along with water and a special type of firefighting foam, are the best methods to control and extinguish an EV fire in certain situations. The EV blankets don't extinguish the fire; however, they allow firefighters to contain the fire. If EV fires are threatening anything like homes or vehicles, that's when the EV blanket will be deployed. This, along with the use of a special type of foam, seems to be the best approach to mitigate these unique fires.

**CITY MANAGER'S REPORT
NOVEMBER 4, 2024, CITY COUNCIL MEETING**

PAGE 2

The foam that will be utilized in conjunction with the blanket is unique to EV fires. The foam cools the fire quickly and encapsulates the burning materials, which prevents the release of toxic fumes and harmful substances. It also reduces the production of explosive off-gases, such as hydrogen, methane, and ethylene. It also reduces the concentration of toxic off-gases, such as hydrogen fluoride, carbon monoxide, and carbon dioxide. The foam goes a long way to reduce the risk of the cell-to-cell ignition, known as thermal runaway. The foam is non-corrosive, fluorine free, and biodegradable.

The EV Fire Blankets are a single use, and the cost is \$2,500 per blanket with an additional charge for the deployment bag and EV Fire Blanket extendable poles that assist with deployment. The firefighting foam is \$200 per 5-gallon pail and one pail is usually sufficient for an EV fire.

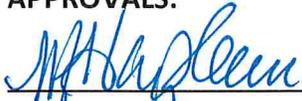
This Resolution does not change any of the current Ambulance base rate charges and only addresses allowing the city to bill the insurance company for the cost associated with the use of these items to extinguish an EV fire.

**FISCAL
IMPACT: None**

RECOMMENDATION:

Approve Resolution No. 2024-34 amending the rates for the ambulance service and fire department services operated by the City of McCook, Nebraska.

APPROVALS:



Marc A. Harpham, Fire Chief

30 OCT 2024
Date



Lea Ann Doak, City Clerk

Date



Nate Schneider, City Manager

Oct 31, 2024
Date

RESOLUTION NO. 2024-30

A RESOLUTION AMENDING THE RATES FOR THE AMBULANCE SERVICE OPERATED BY THE CITY OF MCCOOK, NEBRASKA; AMENDING CITY OF MCCOOK CODE OF ORDINANCES, CHAPTER 38: FEE SCHEDULE - APPENDIX O: CITY AMBULANCE FEES; AND REPEALING ALL OTHER RESOLUTIONS IN CONFLICT HEREWITH.

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

SECTION 1. That the City of McCook Code of Ordinances, Chapter 38: Fee Schedule; Appendix O: City Ambulance Fees, shall be amended to read as follows:

"APPENDIX O: CITY AMBULANCE FEES

Basic Life Support (BLS) Non Emergency Base Rate	\$700.00
Basic Life Support (BLS) Emergency Base Rate	\$850.00
Advanced Life Support (ALS) Non Emergency Base Rate	\$900.00
Advanced Life Support (ALS) Emergency Level 1 Base Rate	\$1,200.00
Advanced Life Support (ALS) Emergency Level 2 Base Rate	\$1,450.00
Mileage	\$20.00 patient mile
Advanced Life Support (ALS) Treatment with No Transport (Assessment, IV, Medication)	\$350.00
Intergovernmental Transport Fee	\$250.00
Community Hospital Healthcare and Hospice Transport	\$250.00
Advanced Life Support (ALS) Paramedic Intercept	\$200.00
Lift Assist/no transport*	\$150.00*

*If requested by Nursing Home or an Assisted Living Facility, the facility will be charged, not the patient.

EV Fire Blank Use \$2,500.00

Firefighting Foam \$200.00/5-gallons

SECTION 2. These rates shall take effect and be in force as of December 1, 2024.

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

PASSED AND APPROVED this 4th day of November, 2024.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

Proposed Changes

<u>Current Charge/Description</u>		<u>Proposed Charge</u>
BLS Non-Emergency Base	\$700.00	n/a
BLS Emergency Base	\$850.00	n/a
ALS Non-Emergency Base	\$900.00	n/a
ALS Emergency Level 1	\$1200.00	n/a
ALS Emergency Level 2	\$1450.00	n/a
Mileage	\$20.00/pt. mile	n/a
Advanced Life Support Treatment with No Transport (Assessment, IV, Medication)	\$350.00	n/a
Intergovernmental Transport	\$250.00	n/a
Community Hospital Healthcare and Hospice transport	\$250.00	n/a
ALS Paramedic Intercept	\$200.00	n/a
Lift Assist/no transport*	\$150.00	n/a
*If lift assist is for a Nursing Home or an Assisted Living Facility, the facility will be charged, not the patient.		
** With the new proposed fee there will be a charge for all lift assists.		
EV Fire Blanket Use	n/a	\$2,500
Firefighting Foam	n/a	\$200/5-gallons

CITY MANAGER'S REPORT

NOVEMBER 4, 2024 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING

CDA 1.C.

ITEM NO. ____ Receive and file a Promissory Note from the McCook Economic Development Corporation.

BACKGROUND:

The MEDC has borrowed \$240,341.37 from the McCook LB 840 fund to pay down an existing line of credit it has with MNB Bank for the North Pointe Phase II housing project. The line of credit had a higher than desired interest rate attached to it, making the pay down a good option for the MEDC. The line of credit is guaranteed by the TIF and the TIF time period is 15 years. The intent of the MEDC is to pay off the remaining balance on the MNB Bank line of credit and then pay back the LB 840 fund from the remaining TIF increment. The LB 840 fund will be replenished after the obligation to MNB Bank is repaid.

In order to secure its debt to the LB 840 fund, the MEDC executed a Promissory Note in the amount of \$240,341.37.

APPROVALS:



October 30, 2024

Nathan A. Schneider, City Manager



October 30, 2024

Lea Ann Doak, City Clerk



October 30, 2024

Tera Koetter, Assistant City Manager

PROMISSORY NOTE

\$240,341.37

Effective Date: July 16, 2024

PROMISE TO PAY: For value received, the receipt and sufficiency of which is hereby acknowledged, McCook Economic Development Corporation, a Nebraska nonprofit corporation (“**Borrower**”), with an address of 402 Norris Avenue, Suite 301, McCook, NE 69001, promises to pay to the order of City of McCook, Nebraska, a municipal corporation (“**Lender**”), with an address of 505 West C Street, McCook, NE 69001, the principal sum of Two Hundred Forty Thousand Three Hundred Forty-One and 37/100 Dollars (\$240,341.37), on the terms and conditions herein.

INTEREST RATE: The principal sum due hereunder shall not accrue interest unless and until there is an event of default, as defined herein, in which case it shall accrue on the then outstanding principal balance at the Default Rate until all amounts owed hereunder are paid in full.

PAYMENT: Until this Note is repaid in full or the Maturity Date, Borrower shall make payments equal to all TIF Revenues generated by the North Pointe Redevelopment Project-Phase II (“Project”) pursuant to the Redevelopment Agreement (North Pointe Redevelopment Project-Phase II dated as of May 21, 2023 (“Redevelopment Agreement”). Any payments made on this Note shall be applied first to outstanding interest hereunder, if any, and second to unpaid principal.

TERM: Any outstanding and unpaid principal and interest hereunder that has not been paid shall be forgiven at the end of the fifteen (15) year tax increment period for the last phase of the Project (the “Maturity Date”).

PREPAYMENT: This Note may be prepaid in part or in full on or before maturity without any charge or penalty to Borrower.

SECURITY: This Note is secured by an assignment of the TIF Note for the Project and a pledge of the Project TIF Revenues from Borrower to Lender.

RIGHTS OF LENDER ON DEFAULT: If Borrower defaults in making any payment when due hereunder, Lender will be entitled, but is not required to, without notice, declare the entire unpaid balance hereunder to be immediately due and payable, whereupon that portion of the principal balance which may from time to time remain unpaid shall bear interest at a rate of twelve percent (12%) per annum or, if less, the maximum legal rate permitted by law, until all amounts due hereunder are paid in full and Lender shall, without limitation, be entitled to immediate payment of such amount, together with the interest accrued thereon, and all other amounts due hereunder. The foregoing right of acceleration is in addition to and not in limitation or derogation of any other right or remedy available to Lender hereunder, or otherwise at law or in equity, all of which shall remain available to Lender and be exercisable by Lender concurrently or independently.

MODIFICATION AND WAIVER: The modification or waiver of any of Borrower’s obligations or Lender’s rights under this Note must be evidenced by a writing signed

by Lender. Lender may perform any of Borrower's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion will not constitute a waiver on any other occasion.

SEVERABILITY: If any provision of this Note is invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ASSIGNMENT: Borrower agrees not to assign any of Borrower's rights, remedies or obligations described in this Note without the prior written consent of Lender, which consent may be withheld by Lender in its sole discretion. Borrower agrees that Lender is entitled to assign some or all of its rights and remedies described in this Note without notice to or the prior consent of Borrower.

NOTICE: Any notice or other communication to be provided to Borrower or Lender under this Note shall be in writing and sent to such address as the parties may designate in writing from time to time.

APPLICABLE LAW: This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. Borrower consents to the jurisdiction and venue of any state or federal court located in Nebraska.

MISCELLANEOUS: Borrower and Lender agree that time is of the essence. Borrower agrees to make all payments to Lender at any address designated in writing by Lender and in lawful United States currency. Borrower and any person who endorses this Note waives presentment, demand for payment, notice of dishonor and protest and further waives any right to require Lender to proceed against anyone else before proceeding against Borrower or said person. This Note shall be binding upon the successors and assigns of Borrower and Lender. This Note represents the complete and integrated understanding between Borrower and Lender regarding the subject matter hereof.

CREDIT AGREEMENT: A CREDIT AGREEMENT MUST BE IN WRITING TO BE ENFORCEABLE UNDER NEBRASKA LAW. TO PROTECT AGAINST ANY MISUNDERSTANDINGS OR DISAPPOINTMENTS, ANY CONTRACT, PROMISE, UNDERTAKING OR OFFER TO FOREBEAR REPAYMENT OF MONEY OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, OR ANY AMENDMENT OF, CANCELLATION OF, WAIVER OF, OR SUBSTITUTION FOR ANY OR ALL OF THE TERMS OR PROVISIONS OF ANY INSTRUMENT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, MUST BE IN WRITING TO BE EFFECTIVE.

[Signature on Following Page]

Dated this 16th day of July, 2024.

“BORROWER”

MCCOOK ECONOMIC DEVELOPMENT CORPORATION, a Nebraska nonprofit corporation

By: _____
Name: _____
Title: _____

**CITY MANAGER'S REPORT
NOVEMBER 4, 2024 CITY COUNCIL MEETING**

ITEM: CDA 1.D.

Approve MEDC Infill Housing Project Exhibit "F" - Form of Certificate of Completion and Exhibit "G" - Form of Certification of Eligible Project Costs and authorize the Mayor as Chair of the Community Development Agency to sign.

BACKGROUND:

These two exhibits are part of the MEDC Infill Housing Project Redevelopment Agreement.

Exhibit "F" is the certification from the MEDC that improvements required to be constructed have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement.

Exhibit "G" is the certification from the MEDC that it has incurred and paid the Eligible Costs indicated pursuant to the terms of the Redevelopment Agreement and that the project is substantially completed.

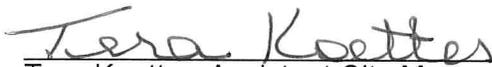
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 30, 2024



Tera Koetter, Assistant City Manager

October 30, 2024



Nathan A. Schneider, City Manager

October 30, 2024

EXHIBIT "F"
FORM OF CERTIFICATE OF COMPLETION
(MEDC Infill Housing Project)

The undersigned certifies, represents and warrants to the City of McCook, Nebraska, and the Community Development Agency of the City of McCook, Nebraska ("CDA") with regard to the following real property situated in the City of McCook, Red Willow County, Nebraska, to wit:

Lot 7, Block 2, Clary Subdivision Replat #3, City of McCook, Red Willow County, Nebraska

that the Private Improvements and Public Improvements required to be constructed by Redeveloper upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated October 18, 2021, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. 2024-00541 in the office of the Red Willow County Register of Deeds.

"REDEVELOPER"

McCook Economic Development Corporation

By: _____

Name: _____

Title: _____

"CDA"

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

EXHIBIT "G"
FORM OF A CERTIFICATION OF ELIGIBLE PROJECT COSTS

(MEDC Infill Housing Project)

Date: 08-26-2024

McCook Economic Development Corporation ("Redeveloper") hereby certifies that it has incurred and paid the Eligible Costs indicated herein, pursuant to the terms of the Redevelopment Agreement between Redeveloper and the Community Development Agency of the City of McCook, Nebraska. The portion of the Project as indicted herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

CDA Administrative Fee	\$ 1,357.00
Cost of Issuance/Attorney fees	\$ 979.28
Ravenswood Electrical	\$ 3,319.55
JC Renovations remove tree	\$ 500.00
BSB boring under 9 th Street	\$ 19,185.00
River Valley hook up house to water	\$ 1,600.00
River Valley hook up sprinklers	\$ 534.20
City of McCook water tap	\$ 1,007.53
DP Lawn site prep or facade enhancements	\$ 7,736.00
DP Lawn retaining wall and grading	\$ 1,485.78
Precision - Sidewalk	\$ 1,800.00
<hr/>	
Total:	\$ 39,504.34**

***Principal Amount of TIF Indebtedness shall not exceed \$45,225.**

McCook Economic Development Corporation

By: 

Name: Troy Bluntz

Title: President

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CDA:

Chairman

MEDC
Maximum - \$41600

TIF Category/Amount	Payee	Eligible Amount
Cost of Issuance		
\$6,000.00	CLINE WILLIAMS	\$920.64
	CLINE WILLIAMS	\$58.64
	CITY OF MCCOOK ADM FEE	\$1,357.00
Site Preparation		
\$15,500.00	JC RENOVATIONS & TREE	\$500.00
	W DESIGN ASSOCIATES	\$17,185.00
	DP LAWNCARE	\$3,811.00
	PRECISION FOUNDATIONS	\$1,800.00
Water Infrastructure		
\$3,500.00	RIVER VALLEY SERVICE	\$1,600.00
	RIVER VALLEY SERVICE	\$534.20
	CITY OF MCCOOK	\$1,007.53
	DP LAWNCARE	\$3,925.00
Sanitary Sewer Improvements		
\$2,000.00	W DESIGN ASSOCIATES	\$2,000.00
Electrical Infrastructure		
\$3,500.00	RAVENSWOOD ELECTRIC	\$2,894.55
	RAVENSWOOD ELECTRIC	\$425.00
Façade Enhancements		
\$11,100.00	DP LAWNCARE	\$1,485.78

Grand Total	\$	39,504.34
TIF Available	\$	41,600.00
Remaining Funds	\$	2,095.66

MEDC Infill Housing Redevelopment Project

TIF eligible costs

Ravenswood electrical	\$ 3,319.55
JC Renovations remove tree	\$ 500.00
BSB boring under 9th street	\$ 19,185.00
River Valley hook up house to water	\$ 1,600.00
River Valley hook up sprinklers	\$ 534.20
City of McCook water tap	\$ 1,007.53
Cline Williams Attorney fees	\$ 979.28
DP Lawn site prep or façade enhancements	\$ 7,736.00
DP Lawn retaining wall and grading	\$ 1,485.78
Precision - Sidewalk	\$ 1,800.00
City of McCook - CDA Admin Fee	\$ 1,357.00
	<u><u>39,504.34</u></u>

Ravenswood Electric, LLC

Adam Johnson (308-340-7355)
 38616 RAVENSWOOD RD
 McCook, NE 69001

*Approved
 Dec. 9, 2022*

Invoice

*Electrical
 Infrastructure*

Date	Invoice #
8/28/2022	964

BILL TO	JOB DESCRIPTION
McCook MEDC 402 Norris Ave. Suite 301 McCook, NE 69001	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	Electrical services to a Ward Craft home on West 9th St. in McCook, NE.		
1	Wiring and Labor for a 200A service into the existing 200A electrical panel in the upstairs laundry room of the home. This includes trenching and electrical conduit into the home and a 200A Square D Homeline Feed Thru meter panel attached to the house. Wire from the electrical pedestal to the meter to be provided by NPPD.	2,894.55	2,894.55
1	Labor and material for electrical hook up to join the home.	425.00	425.00
1	Labor and materials for electrical to hook up an electric water heater. Water Heater to be purchased by the plumber.	375.00	375.00
1	Labor to wire into an electric air handler. Electrical is to be wired in and existing, coiled up under the home and wired in by the contractor per the Owner's Onsite Responsibilities document but no air handler wiring is in the electrical panel schedule on the prints.	150.00	150.00
1	Labor and Materials for an air handler if no wiring has been provided by Ward Craft Homes.	466.80	466.80
1	Labor and materials to wire in an outdoor air conditioner.	796.00	796.00
1	Labor and materials to wire in an attached garage that is to be built on site.	1,900.00	1,900.00
1	Labor and materials for wiring a living room ceiling fan that was supposed to be provided by Wardcraft Homes.	75.00	75.00
1	Living Room Ceiling Fan	237.59	237.59

1.5% INTEREST PER MONTH CHARGED AFTER 30 DAYS OF ORIGINAL INVOICE DATE.

ALL MATERIALS, INSTALLED OR NOT, BELONG TO THE SELLER UNTIL FULLY PAID FOR.

Thank you for your business. Sales Tax has already been paid if applicable.		Total	\$7,319.94
E-mail	adamcj25@gmail.com		

M

Approved 12/19

JC RENOVATIONS & TREE SERVICE LLC
P.O. Box 185 209 S.Osborn Street
Palisade, NE 69040 US
308-883-0645

Approved
Dec-9, 2022

S.K
JCP

INVOICE

BILL TO
MEDC
402 Norris Ave
Suite 301
McCook, Nebraska 69001

INVOICE # 1190
DATE 03/22/2022
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/22/2022	Tree Removal	Remove mulberry tree/bush to ground level and haul away debris. Remove tree west of basement growing under power line and next to gas meter.	4	125.00	500.00

WE APPRECIATE YOUR BUSINESS!!!

SUBTOTAL	500.00
TAX	0.00
TOTAL	500.00
BALANCE DUE	\$500.00

Thank You for your Business!!

Approved
Dec. 9, 2022

Angela Allen

From: Greg Wolford <greg@wdesignea.com>
Sent: Wednesday, May 11, 2022 3:37 PM
To: Angela Allen
Cc: Charlie McPherson
Subject: FW: Sanitary Sewer
Attachments: 20220511072453353.pdf

Sanitary Sewer
↓
sh pap

Angela

Attached is the bill from BSB for boring in the sewer line at the Wardcraft home. I believe this is correct and they are done, so the bill should be paid.

Greg A. Wolford, P.E.
W Design Associates, Inc.
P.O. Box 99; 214 E 1st
McCook, NE 69001
T: 308-345-2370
C: 308-340-6049

From: Troy <troy@bsbinc.net>
Sent: Wednesday, May 11, 2022 7:03 AM
To: Greg Wolford <greg@wdesignea.com>
Subject: Sanitary Sewer

Greg

Attached is Pay Request for Sanitary Sewer. Do you get this or do I need to send it to Megan or Angela?

Thanks

Troy Einspahr
Operations Manager
BSB Construction
Office: (308)367-4336
Cell: (308)367-7454
Fax: (308) 367-4575
Email: troy@bsbinc.net

APPLICATION FOR PAYMENT AND CERTIFICATION

Owner
 McCook EDC
 402 Norris Ave.
 McCook, NE
 69001

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

Eclipse Document E101

Application No 22-QSP001
 Period To 05/11/2022
 Project No 1
 Contract Date 04/15/2022

Distribution To
 Owner
 Engineer
 Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in conjunction with Eclipse Document E102 – APPLICATION FOR PAYMENT – DETAILS, which is attached.

- 1. Original Contract Value \$ 19,185.00
- 2. Net change (Change Orders) \$ 0.00
- 3. Contract Current Value (Line 1 ± 2) \$ 19,185.00
- 4. Total Completed & Stored To Date (G on E102) \$ 19,185.00

- 5. Retainage
 - a. 0.00 % of Completed Work \$ 0.00
 (Columns D + E on E102)
 - b. % of Stored Material \$ 0.00
 (Column F on E102)

- Total Retainage \$ 0.00
 (Line 5a+5b or Column I on Continuation Page)
- 6. Total Earnings less Retainage \$ 19,185.00
 (Line 4 less Line 5 Total)
- 7. Less Previous Certificates for Payment \$ 0.00
 (Line 6 from prior Certificate)
- 8. **Current Payment Due** \$ 19,185.00
- 9. Cost to Complete, Including Retainage \$ 0.00
 (Line 3 less Line 6)

Change Order Summary	Additions	Deletions
Authorized in prior months	0.00	0.00
Authorized this month	0.00	0.00
NET CHANGES by Change Orders	0.00	0.00

The undersigned Contractor certifies that to the best of his/her knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment detailed herein is now due.

CONTRACTOR

By  Date 5/12/2022

State
 County
 Subscribed and sworn to before me

this ___ day of _____
 Notary Public _____ Commission expires _____

ENGINEER'S CERTIFICATION

In accordance with the Contract Documents, based on on-site observations and information comprising this application, the Engineer certifies to the Owner that to the best of his/her knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
 (Attach an explanation if the amount certified differs from the amount applied for. Initial all figures on this Application and on the Details sheet that are changed to conform to the amount certified)

ENGINEER

By _____ Date _____
 This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to an rights of the Owner or the Contractor under this Contract.

You should use an original document that has this caution printed in red. An original assures that changes will not be obscured as can occur when documents are reproduced.

APPLICATION FOR PAYMENT – DETAILS

Eclipse Document E102

Eclipse Document E101, APPLICATION FOR PAYMENT AND CERTIFICATION,
Containing the Contractor's signed certification is attached.

Application No 22-QSP001
Period To 05/11/2022
Project No 1
Contract Date 04/15/2022

Use Column I for Contracts where variable retainage for line items may apply

A Item	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored Not in D or E	G Total Completed and Stored to Date D + E + F	H Balance to Finish	I Retainage if variable rate
			From Previous Application D + E						
1	001 MOBILIZATION	2,247.50	0.00		2,247.50	0.00	2,247.50	0.00	0.00
2	002 4" SERVICE LINE	16,937.50	0.00		16,937.50	0.00	16,937.50	0.00	0.00
Totals		19,185.00	0.00		19,185.00	0.00	19,185.00	0.00	0.00

INVOICE

McCook EDC
402 Norris Ave.
McCook, NE
69001

Customer MCCEDC
Invoice Number 22-QSP001
Invoice Date 05/11/2022

Terms

Description	Amount
Original Contract Value	19,185.00
Change Orders	0.00
Current Contract Value	19,185.00
Total Completed and Stored to Date	19,185.00
Holdback on Completed Work	0.00
Holdback on Stored Material	0.00
Total Completed and Stored to Date less Holdback	19,185.00
Less Previous Progress Invoices	0.00
Subtotal	19,185.00

Invoice Total **19185.00**

Remit to

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

Phone 308-367-4336

Approved
Dec. 7, 2022
Water

Quotation 2022

RIVER VALLEY SERVICE

304 Nelson Street
P. O. Box 457
Cambridge, Nebraska 69022
Phone: 308-697-4815
Fax: 308-697-4101

Date August 12, 2022

McCook MEDC house
16th & Q
McCook, NE 69001

Quantity	Description	Charges
	Move air handler to South wall	\$525.00
	Remove refrigerant from system, re-route refrigeration lines, evacuate and re-charge	425.00
	Remove existing house ductwork to increase supply and return size to the south side of the basement	825.00
	Add basement air drops (5) and make basement R/A	1,100.00
	Water line 1" Eagle-core from curb stand to basement, move water heater to south wall	1,600.00
	Misc materials for ducts, water, refrigeration, registers	235.00
		\$4,710.00

Randy done ÷ Bill out to them

CM

River Valley Services, LLC

308/697-4815

P.O. Box 457

40828 W. HWY 6/34

Cambridge, NE 69022

*Approved
Dec. 9, 2022
Water*

Invoice

Date	Invoice #
9/27/2022	16396

Bill To
McCook Economic Development C./O Megan Spargo PO Box 347 Benkelman, NE 69021

*PAID
10/17/2022*

P.O. No.	Terms	Project
	Upon Receipt of Invoi...	

Quantity	Description	Rate	Amount
50	3/4" Pex Tubing	1.10	55.00
1	3/4" Threaded Ball Valve	23.75	23.75
3	3/4 Pex Press X Sweat Fitting Adaptor	7.35	22.05
1	3/4" Brass Boiler Drain	12.45	12.45
1	3/4" Pex Test Plug	0.95	0.95
30	Mileage	1.00	30.00
6	Labor--Plumbing	65.00	390.00
	Ran water line for sprinklers & set 2 toilets upstairs		
		Total	\$534.20

CLINE WILLIAMS
WRIGHT JOHNSON & OLDFATHER, L.L.P.
ATTORNEYS AT LAW
ESTABLISHED 1857
233 South 13th Street
1900 US Bank Building
Lincoln, NE 68508
Phone 402.474.6900/Fax 402.474.5393
Tax ID number 47-0382823

*Approved
Dec. 9, 2022
(both invoices)
Legal*

City Manager
Attn: Nate Schneider
505 West C Street
P.O. Box 1059
McCook, NE 69001

April 26, 2022
Invoice # 329959

For Services and Costs

CLIENT: 03612 - CITY OF MCCOOK, NEBRASKA

Matter	Fees	All Costs	Total
006 - MEDC Infill Housing Redevelopment Project	920.64	0.00	920.64
Total Current Work			\$920.64

Amount enclosed: _____

Net payable within 10 days of receipt.
Please make check payable to Cline Williams.

PLEASE RETURN FIRST PAGE OF STATEMENT WITH PAYMENT

CLINE WILLIAMS
 WRIGHT JOHNSON & OLDFATHER, L.L.P.

ATTORNEYS AT LAW
 ESTABLISHED 1857

233 South 13th Street
 1900 US Bank Building
 Lincoln, NE 68508
 Phone 402.474.6900/Fax 402.474.5393
 Tax ID number 47-0382823

City Manager
 Attn: Nate Schneider
 505 West C Street
 P.O. Box 1059
 McCook, NE 69001

April 26, 2022
 Invoice # 329959

Re: 006 MEDC Infill Housing Redevelopment Project

Date	Services	Hours	Amount
03/14/22 CL4	Draft redevelopment agreement amendment pushing back dates one year.	0.90	123.14
03/14/22 ARW	Telephone conference with N. Schneider and L. Doak re TIF questions. Prepare Amendment to MEDC Infill Housing Redevelopment Agreement	0.40	117.28
03/15/22 CL4	Draft redevelopment agreement amendment pushing back dates one year.	0.90	123.14
03/15/22 CL4	Draft CDA Resolution adopting the redevelopment agreement amendment.	1.50	205.24
03/21/22 ARW	Prepare Amendment to MEDC Infill Housing Redevelopment Agreement and CDA Resolution	0.20	58.64
03/29/22 ARW	Telephone conference with N. Schneider. Prepare First Amendment to MEDC Infill Redevelopment Agreement. Prepare minor modification to Plan Amendment and Resolution. Correspondence to M. Schneider re same	1.00	293.20

Recapitulation

Name	Hours	
CL4 Jeremiah Perkins	3.30	
ARW Andrew R. Willis	1.60	
For Current Services Rendered	4.90	\$920.64

Client Ref: 03612 - 006
Invoice # 329959

April 26, 2022
Page 2

Total This Matter

\$920.64

CLINE WILLIAMS
WRIGHT JOHNSON & OLDFATHER, L.L.P.

ATTORNEYS AT LAW
ESTABLISHED 1857

233 South 13th Street
1900 US Bank Building
Lincoln, NE 68508
Phone 402.474.6900/Fax 402.474.5393
Tax ID number 47-0382823

City Manager
Attn: Nate Schneider
505 West C Street
P.O. Box 1059
McCook, NE 69001

April 26, 2022
Invoice # 329960

For Services and Costs

CLIENT: 03612 - CITY OF MCCOOK, NEBRASKA

Matter	Fees	All Costs	Total
007 - Quillan Court Redevelopment Project	58.64	0.00	58.64
	Total Current Work		<u>\$58.64</u>

Amount enclosed: _____

Net payable within 10 days of receipt.
Please make check payable to Cline Williams.

PLEASE RETURN FIRST PAGE OF STATEMENT WITH PAYMENT

CLINE WILLIAMS
WRIGHT JOHNSON & OLDFATHER, L.L.P.

ATTORNEYS AT LAW
ESTABLISHED 1857

233 South 13th Street
1900 US Bank Building
Lincoln, NE 68508
Phone 402.474.6900/Fax 402.474.5393
Tax ID number 47-0382823

City Manager
Attn: Nate Schneider
505 West C Street
P.O. Box 1059
McCook, NE 69001

April 26, 2022
Invoice # 329960

Re: 007 Quillan Court Redevelopment Project

Date		Services	Hours	Amount
03/10/22	ARW	Correspondence to N. Schneider. Review Quillan Court Redevelopment Plan	0.20	58.64

Recapitulation

	Name	Hours	
ARW	Andrew R. Willis	0.20	
For Current Services Rendered			0.20 \$58.64

Total This Matter \$58.64

DP Lawncare

901 Missouri avenue
Mccook, Nebraska 69001 US
(308) 340-5412
dpmowing11@gmail.com

*Approved
Dec. 9, 2022*



INVOICE

MEDC

1639
10/15/2022
Net 30
11/14/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Sprinkler system	5 zone sprinkler system 1 year warranty on system	5	785.00	3,925.00
	Quick rail premium rail kit	36"	1	398.99	398.99
	Landscape grading	grading/ leveling	1	2,576.00	2,576.00
	Dirt	top soil 3 truck loads	3	130.00	390.00
	Seeding	seeding/planting Includes 3 applications of starter fertilizer 1 winterize	1	845.00	845.00
					\$8,134.99

Approved
Dec 9, 2022

DP Lawncare

901 Missouri avenue
McCook, Nebraska 69001 US
(308) 340-5412
dpmowing11@gmail.com



INVOICE

MEDC

1582
08/11/2022
Net 30
09/10/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Decorative retaining wall	retaining wall	1	1,485.78	1,485.78
	Wood deck stairs	Wood stairs for back of house and one step for in the garage!	1	408.84	408.84
					\$1,894.62

CM



PRECISION FOUNDATIONS

P.O. Box 1803
Kearney, NE 68848

Invoice

Date	Invoice #
9/6/2022	715

Bill To
McCook Economic Development Corporation

PAID
09/21/2022

Project	Terms
	Due upon receipt

Quantity	Description	Rate	Amount
	Sidewalk	1,800.00	1,800.00
	Driveway	5,775.60	5,775.60
		Total	\$7,575.60

-Per Nebraska state law, all labor completed by Precision Foundations is warranted for one year from the date of the Invoice.
 -Total due upon receipt. Invoices not paid within 30 days will receive 18% annual interest charge.



CITY OF MC COOK
I N V O I C E
PO BOX 1059
MCCOOK, NE 69001-1059

KEYSTONE BUSINESS CENTER
MCCOOK ECONOMIC DEVELOPMENT
402 NORRIS AVE, #301
MCCOOK NE 69001

CUSTOMER#: 10-100208
INVOICE#: 2022-TIF ADM FEE
INVOICE DATE: 12/12/2022
DUE DATE: 01/25/2023
P.O.#:

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
CDA ADMINISTRATIVE FEE	0.00	FEE	0.00	1,357.00

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

CUSTOMER#:10-100208
KEYSTONE BUSINESS CENTER
MCCOOK ECONOMIC DEVELOPMENT

INVOICE#: 2022-TIF ADM FEE
TOTAL DUE: \$ 1,357.00
DUE DATE: 01/25/2023

THANK YOU FOR YOUR PROMPT PAYMENT