

# **MCCOOK CITY COUNCIL**

## **REGULAR MEETING**

**Monday, November 15, 2021  
5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Excuse absences.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Announcements & Recognitions.
2. Consent Agenda.
  - A. Approve the minutes of the November 1, 2021 regular City Council meeting.
  - B. Receive and file the Financial Report for the period ending September 30, 2021.
  - C. Approve Bid Specifications for two (2) new current model year All-Wheel Drive or 4-Wheel Drive Police Interceptor/Pursuit Utility Vehicles for use by the Police Department and set the date to receive bids as December 8, 2021 at 2:00 P.M.
  - D. Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Corporate Holiday party to be held at the McCook Municipal Auditorium, 302 West 5th Street, on December 3, 2021 from 5:00 P.M. to 12:30 A.M.
  - E. Receive and file the claims for the month of October 2021, published November 4, 2021.
  - F. Receive and file the Property Damage Incident Form from Scott Moyer and instruct that it be submitted to the City's insurance carrier for review and appropriate action.
  - G. Approve an easement agreement with Northrop Grumman Systems Corporation authorizing Northrop Grumman access to the City of McCook's airport property for the purpose of operating, monitoring, and maintaining the existing groundwater monitoring well No. OW-30.
  - H. Approve an agreement in the amount of \$91,000 between the City of McCook Water Department and ESC Engineering of Fort Collins, Colorado to update SCADA equipment that controls the drinking water wells.
3. Regular Agenda.
  - A. Issue an order directing the Building Inspector to remedy the unsafe condition and/or demolish the unsafe building located at 1507 East "C" Street.

- B. Determine whether to issue a temporary, six months camping permit to Betty Kenner and Ronald Scharf.
- C. Discussion regarding changes to the City of McCook's Contractor's License Ordinances Chapter 150.400 et. al., including potential changes to Chapter 38: Fee Schedule, Appendix M: Building and Zoning Application Fees.
- D. Discussion regarding the possibility of leasing the City of McCook's "Old Landfill" property located south of the intersection of North Highway 83 and Highways 6 & 34.
- E. Update regarding the City of McCook's entry sign project.
- F. Update regarding a columbarium at Memorial Park Cemetery.
- G. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT  
NOVEMBER 15, 2021 CITY COUNCIL MEETING**

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**ITEM:**        2.A.

Approve the minutes of the November 1, 2021 regular City Council meeting.

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**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

November 11, 2021

McCook City Council  
November 1, 2021  
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 Gonzales, Councilmembers Calvin, Weedon, Muehlenkamp, Rambali.

Absent: None.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 28, 2021, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

**1. Announcements & Recognitions.**

Utilities Director Dutcher announced that the West 5<sup>th</sup> Street water main has been pressure tested and the project should be completed by the end of the week.

City Manager Schneider announced that a Pool Committee meeting will be held tomorrow night, Tuesday, November 2, at the Municipal Center at 6:00 P.M.

**2. Presentation.**

2.A. Presentation from Kyle McCawley of Lamp Rynearson regarding the pool survey and other pool related items.

Kyle McCawley of Lamp Rynearson, via zoom, gave an update regarding the pool survey and related pool items.

Tracy Taylor, Pool Committee member, thanked those who were no longer involved with the pool

for stepping down, letting them be replaced with someone who does.

### **3. Consent Agenda.**

Councilmember Weedin requested that Item G be removed from the Consent Agenda and placed on the Regular Agenda.

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

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

- 3.A. Approve the minutes of the October 18, 2021 regular City Council meeting.
- 3.B. Approve and sign Resolution No. 2021-25 to adopt and set the suggested donation for individuals 60 and over who receive congregate, COVID to go meals and home delivered meals and set the fee for Individuals under 60 who receive meals made at the McCook Heritage Senior Center.
- 3.C. Approve the resignations of Sharlyn Coleman and Kim Tietz from the McCook Pool Committee and appoint Tasha Blomstedt and Natalie Smith to the McCook Pool Committee.
- 3.D. Authorize Pinpoint Communications to occupy city right-of-way for the installation of communications cable and vaults in various locations within the area of McCook, commonly referred to the Reservation, and authorize the Mayor to sign the Application to Occupy Right-of-Way.
- 3.E. Approve the bid specifications for One (1) New 2022 3/4 Ton 4-Wheel Drive Pickup Truck for the Airport Department and set the date to receive bids as November 22, 2021 at 2:30 P.M.
- 3.F. Receive and file the City of McCook Snow and Ice Control and Removal Operation Procedures and Policies.
- 3.H. Receive and file the claims for the month of September 2021, published October 21, 2021.
- 3.I. Ratify the Mayor's appointments to the Building and Housing Code Advisory and Appeals Board - reappoint Steve Walters and Aaron Peterson - terms expire September 2025.

### **4. Regular Agenda.**

- 3.G. Authorize the use of Community Betterment Funds to cover the rental fees for the Annual Toy Box event to be held at the McCook City Auditorium on December 19, 2021; the days, including set up and clean up, are December 13 through December 20, 2021.

Barb Ostrum, McCook Toy Box Chief Elf, presented their request to the Council.

Motion to authorize the use of Community Betterment Funds to cover the rental fees for the Annual Toy Box event to be held at the McCook City Auditorium on December 19, 2021; the days, including set up and clean up, are December 13 through December 20, 2021. This motion, made by Weedin and seconded by Calvin, passed.

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

4.A. Authorize City of McCook staff to distribute the Interlocal Agreement Establishing the Southwest Nebraska Municipal Land Bank to other potential members for their review, comments, and suggestions.

City Attorney Mustion stated that he would be setting a meeting with the interested communities within the next 4-6 weeks. The Interlocal established the group and the finer details will be in the groups bylaws.

Motion to authorize City of McCook staff to distribute the Interlocal Agreement Establishing the Southwest Nebraska Municipal Land Bank to other potential members for their review, comments, and suggestions. This motion, made by Weedin and seconded by Calvin, passed.

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

4.B. Direct City of McCook personnel to research the possibility of the future annexation of outlying properties.

Motion to direct City of McCook personnel to research the possibility of the future annexation of outlying properties. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

The Council requested that staff report back at the January 3, 2022 meeting possible areas and options for annexation.

4.C. Consider Ordinance No. 2021-3033 repealing Section 133.33 - Tobacco; Possession by Minors Unlawful, of the City of McCook Code of Ordinances to harmonize with state law.

Mayor Gonzales introduced Ordinance No. 2021-3033 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING SECTION 130.33 - TOBACCO; POSSESSION BY MINORS UNLAWFUL; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

Ordinance No. 2021-3033 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 Calvin and seconded by Muehlenkamp, passed.

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

Motion for final passage of Ordinance No. 2021-3033. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

Mayor Gonzales stated for the record that Ordinance No. 2021-3033 is declared lawfully passed and adopted upon publication as required by law.

4.D. Approve the McCook Area Chamber of Commerce request to use City facilities for a Christmas Celebration on Saturday, December 4, 2021, including the use of McCook Ben Nelson Regional Airport for the flying in of Santa Claus at 9:00 A.M.; the use of Norris Park (including electricity) beginning at 4:00 P.M. which will include entertainment in the bandshell, snacks and refreshments; 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 the 700 block of Norris Avenue, the 700 block of East First Street, the 100 block of East "G" Street and the 100 block of East "H" Street adjacent to Norris Park for carriage rides.

Brandi McConnell, McCook Chamber of Commerce, was present to address questions from the Council regarding their request.

Motion to approve the McCook Area Chamber of Commerce request to use City facilities for a Christmas Celebration on Saturday, December 4, 2021, including the use of McCook Ben Nelson Regional Airport for the flying in of Santa Claus at 9:00 A.M.; the use of Norris Park (including electricity) beginning at 4:00 P.M. which will include entertainment in the bandshell, snacks and refreshments; 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 the 700 block of Norris Avenue, the 700 block of East First Street, the 100 block of East "G" Street and the 100 block of East "H" Street adjacent to Norris Park for carriage rides. This motion, made by Calvin and seconded by Rambali, passed.

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

4.E. Council Comments.

Councilmember Weedin requested that an update on the entry signs and columbarium be presented at the next meeting; Mayor Gonzales noted that Halloween was a success again this year, they had 939 trick-or-treaters; and Councilmember Muehlenkamp thanked Police Chief Smith and his

staff for helping to keep the Halloween Parade safe for all of the participants.

**Adjournment.**

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:12 P.M.

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Michael D. Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
NOVEMBER 15, 2021 CITY COUNCIL MEETING**

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**ITEM: 2.B.**

Receive and file the Financial Report for the period ending September 30, 2021.

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**BACKGROUND:**

The Treasurer's Report (Attachment A) gives the beginning cash balances as of October 1, 2020, plus Total (YTD) Receipts, minus Total (YTD) Disbursements, giving the ending cash balance on September 30, 2021.

Per the Banking Services Agreement with McCook National Bank, all funds are deposited into the Public Funds Account at a higher rate of interest. The bank then sweeps in increments of \$100,000 to the Primary Operating Account to cover disbursements as they clear the bank. That is why the Ending Cash Balance in the Primary Operating Account is (\$279,443.92), issued checks had not yet cleared the bank. The Payroll Account is also a sweep account and maintains a \$1,000 balance.

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

Attachment B gives the ending cash balances by fund as of September 30, 2021.

Attachment C is a Financial Summary of Revenue and Expense by Fund for the quarter ending September 30, 2021.

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

**FISCAL  
IMPACT:** None.

**APPROVALS:**

  
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Lea Ann Doak, City Clerk-Treasurer

November 9, 2021

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

November 9, 2021

# ATTACHMENT

A

City of McCook, Nebraska  
 TREASURER'S REPORT  
 Period Ending September 30, 2021 (unaudited)

Beginning Cash on Hand, October 1, 2020			
McCook National Bank - Public Funds	\$	14,419,303.57	
McCook National Bank - Primary Operating	\$	(134,542.01)	
McCook National Bank - LB840 Funds	\$	738,340.70	
McCook National Bank - Payroll	\$	1,175.00	
McCook National Bank - CRA	\$	57.93	
Purchases Account	\$	10,000.00	
Petty Cash	\$	900.00	
NDEQ Irrevocable Escrow	\$	82,306.96	
McCook National Bank - Pension	\$	9,079.94	
<b>TOTAL BEGINNING CASH</b>			<b>\$ 15,126,622.09</b>
Receipts:			
Taxes	\$	6,043,731.43	
Fees, Permits and Licenses	\$	531,739.35	
Intergovernmental Services	\$	3,238,108.88	
Charges - Current Services	\$	1,874,813.10	
Public Utilities	\$	3,901,872.48	
Use of Money & Property	\$	2,171,503.52	
Interfund Transfers	\$	4,905,234.05	
Other Revenue	\$	1,920,771.66	
Unapplied/Accounts Payable	\$	4,285.28	
<b>PLUS TOTAL RECEIPTS</b>			<b>\$ 24,592,059.75</b>
Disbursements:			
Personal Services	\$	6,737,628.86	
Supplies	\$	1,521,808.47	
Services & Charges	\$	8,743,821.36	
Budget Transfers	\$	3,578,463.45	
Capital Outlay	\$	1,330,024.32	
Unapplied/Accounts Payable	\$	63,984.37	
<b>MINUS TOTAL DISBURSEMENTS</b>			<b>\$ 21,975,730.83</b>
Ending Cash Balance September 30, 2021			
McCook National Bank - Public Funds	\$	17,042,616.65	
McCook National Bank - Primary Operating	\$	(279,443.92)	
McCook National Bank - LB840 Funds	\$	879,312.54	
McCook National Bank - Payroll	\$	1,000.00	
McCook National Bank - CRA	\$	57.93	
Petty Cash	\$	1,000.00	
Purchase Account	\$	9,630.65	
NDEQ Irrevocable Escrow	\$	83,564.97	
McCook National Bank - Pension	\$	5,212.19	
<b>TOTAL ENDING CASH</b>	\$	17,742,951.01	<b>\$ 17,742,951.01</b>

Dated: September 30, 2021

-s- Lea Ann Doak, City Clerk

# ATTACHMENT B

City of McCook, Nebraska  
 TREASURER'S REPORT  
 CASH BALANCE BY FUNDS  
 Period Ending September 30, 2021 (unaudited)

Beginning Cash on Hand, October 1, 2020	Beginning Cash	YTD Revenue	YTD Expenditures	Ending Cash
General Fund - 10	\$ 2,536,229.33	\$ 9,427,438.98	\$ 8,797,658.65	\$ 3,166,009.66
General Fund Unapplied/Accts. Payable	\$ 7,998.28	\$ 4,285.58	\$ 5,353.86	\$ 6,930.00
Street Fund - 15	\$ 211,332.95	\$ 351,127.14	\$ -	\$ 562,460.09
Special Revenue - 20	\$ 804,088.95	\$ 1,681,123.52	\$ 260,137.97	\$ 2,225,074.50
Special Revenue Unapplied/Accts. Payable	\$ 66.40		\$ 66.40	\$ -
Debt Service - 30	\$ 359,100.25	\$ 36,808.82	\$ -	\$ 395,909.07
Community Redevelopment Authority - 40	\$ 66,494.36	\$ 450,437.17	\$ 444,529.17	\$ 72,402.36
Economic Development Fund - 45	\$ 738,340.70	\$ 617,630.99	\$ 476,659.15	\$ 879,312.54
Pension Trust - 50	\$ 9,079.94	\$ 15,006.21	\$ 18,873.96	\$ 5,212.19
Trust & Agency - 60	\$ 294,670.10	\$ 154,560.01	\$ 117,670.33	\$ 331,559.78
Internal Service Fund - 65	\$ 576,603.43	\$ 2,176,449.34	\$ 2,391,707.57	\$ 361,345.20
Enterprise Fund - 70	\$ 8,665,703.58	\$ 9,068,779.33	\$ 8,835,294.81	\$ 8,899,188.10
Enterprise Fund Unapplied/Accts. Payable	\$ 58,564.41	\$ (0.30)	\$ 58,564.11	\$ -
Capital Improvement - 80	\$ 798,349.41	\$ 608,412.96	\$ 569,214.85	\$ 837,547.52
<b>BALANCES</b>	<b>\$ 15,126,622.09</b>	<b>\$ 24,592,059.75</b>	<b>\$ 21,975,730.83</b>	<b>\$ 17,742,951.01</b>

Dated: September 30, 2021

-s- Lea Ann Doak, City Clerk

# ATTACHMENT C

CITY OF MCCOOK  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: SEPTEMBER 30TH, 2021

10 -GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
GENERAL REVENUE	8,573,513	8,573,513	1,761,188.32	9,080,628.88	8,340,959.84 (	507,115.88)	5.91-
RESERVES/CO TREASURER BAL	1,490,232	1,490,232	110,500.00	346,810.10	235,668.12	1,143,421.90	76.73
<b>TOTAL REVENUES</b>	<b>10,063,745</b>	<b>10,063,745</b>	<b>1,871,688.32</b>	<b>9,427,438.98</b>	<b>8,576,627.96</b>	<b>636,306.02</b>	<b>6.32</b>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ADMINISTRATION	625,880	625,880	89,956.14	593,230.64	575,755.13	32,649.36	5.22
PUBLICITY	7,750	7,750	2,490.87	6,216.07	6,522.10	1,533.93	19.79
AUDITORIUM	45,640	45,640	2,772.32	41,163.57	72,010.26	4,476.43	9.81
COUNCIL	645,785	645,785	141,477.57	461,414.76	378,403.50	184,370.24	28.55
POLICE	1,776,104	1,776,104	223,341.58	1,719,448.98	1,724,098.70	56,655.02	3.19
MUNICIPAL CENTER	106,519	106,519	5,770.19	92,206.70	98,056.21	14,312.30	13.44
FIRE	1,367,701	1,367,701	133,509.33	1,357,309.62	1,150,700.22	10,391.38	0.76
AMBULANCE	162,392	162,392	17,585.55	164,343.81	146,034.89 (	1,951.81)	1.20-
CIVIL DEFENSE	14,613	14,613	4,155.26	8,942.37	11,124.35	5,670.63	38.81
BUILDING & ZONING	84,142	84,142	8,481.11	79,165.58	79,044.28	4,976.42	5.91
LIBRARY	348,537	348,537	34,372.28	325,040.94	340,620.46	23,496.06	6.74
STREET	1,200,411	1,200,411	1,020,497.75	1,836,498.65	1,971,988.78 (	636,087.65)	52.99-
CEMETERY	199,736	199,736	29,658.88	203,594.99	203,627.03 (	3,858.99)	1.93-
PARKS	221,148	221,148	33,681.84	208,620.38	236,644.54	12,527.62	5.66
BALL PARKS	122,427	122,427	15,817.09	122,016.31	134,760.32	410.69	0.34
POOL	98,559	98,559	3,320.01	79,950.16	17,722.23	18,608.84	18.88
AIRPORT	168,078	168,078	15,844.86	152,568.78	162,562.46	15,509.22	9.23
UNEMPLOYMENT	10,000	10,000	0.00	174.00	0.00	9,826.00	98.26
UNCOLLECTABLE TAX	15,000	15,000	4,070.69	15,441.18	13,131.33 (	441.18)	2.94-
SENIOR CENTER	415,348	415,348	44,955.27	380,888.33	384,886.69	34,459.67	8.30
PUBLIC TRANSPORTATION	163,435	163,435	15,759.39	159,429.91	152,464.72	4,005.09	2.45
HEALTH OPERATING	706,000	706,000	58,833.00	705,996.00	586,056.00	4.00	0.00
RESERVES/CO TREASURER BAL	465,232	465,232	13,529.52	83,996.92	284,624.40	381,235.08	81.95
<b>TOTAL EXPENDITURES</b>	<b>8,970,437</b>	<b>8,970,437</b>	<b>1,919,880.50</b>	<b>8,797,658.65</b>	<b>8,730,838.60</b>	<b>172,778.35</b>	<b>1.93</b>
	=====	=====	=====	=====	=====	=====	=====
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>1,093,308</b>	<b>1,093,308 (</b>	<b>48,192.18)</b>	<b>629,780.33 (</b>	<b>154,210.64)</b>	<b>463,527.67</b>	<b>42.40</b>

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: SEPTEMBER 30TH, 2021

15 -STREET FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
STREET IMPROVEMENTS	<u>361,295</u>	<u>361,295</u>	<u>190,051.00</u>	<u>351,127.14</u>	<u>154,455.12</u>	<u>10,167.86</u>	<u>2.81</u>
TOTAL REVENUES	<u>361,295</u>	<u>361,295</u>	<u>190,051.00</u>	<u>351,127.14</u>	<u>154,455.12</u>	<u>10,167.86</u>	<u>2.81</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
STREET IMPROVEMENTS	<u>361,295</u>	<u>361,295</u>	<u>0.00</u>	<u>0.00</u>	<u>32,816.86</u>	<u>361,295.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	<u>361,295</u>	<u>361,295</u>	<u>0.00</u>	<u>0.00</u>	<u>32,816.86</u>	<u>361,295.00</u>	<u>100.00</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	190,051.00	351,127.14	121,638.26 (	351,127.14)	0.00

CITY OF MCCOOK  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: SEPTEMBER 30TH, 2021

20 -SPECIAL REVENUE  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
FAA GRANTS	16,354	16,354	0.00	86,666.84	1,381,728.23 (	70,312.84)	429.94-
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	0.00	0.00	66,000.00	100.00
ACE REVENUE SHARING	52,231	52,231	5.00	19,744.00	20,293.00	32,487.00	62.20
MCCOOK RECREATIONAL TRAIL	53,979	53,979	8.00	92.00	561.00	53,887.00	99.83
CCCCFF GRANT-SWIMMING POOL	0	0	0.00	6,250.00	0.00 (	6,250.00)	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	25,000.00	0.00 (	25,000.00)	0.00
COVID-19 CARES ACT	0	0	100.00	742,761.12	0.00 (	742,761.12)	0.00
ENHANCED E911	237,878	237,878	280.00	27,955.48	29,354.29	209,922.52	88.25
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	137,500.00	0.00	0.00
INSURANCE REIMBURSEMENT	425,879	425,879	26,112.96	51,878.74	14,195.05	374,000.26	87.82
PSAP FUNDS	112,752	112,752	4,685.06	51,573.66	52,423.66	61,178.34	54.26
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AUD/CONVEN CTR FEASIBILI	0	0	0.00	0.00	0.00	0.00	0.00
AME RESCUE PLAN ACT-ARPA	0	0	92.00	669,201.68	0.00 (	669,201.68)	0.00
<b>TOTAL REVENUES</b>	<b>1,004,500</b>	<b>1,004,500</b>	<b>31,283.02</b>	<b>1,681,123.52</b>	<b>1,636,055.23 (</b>	<b>676,623.52)</b>	<b>67.36-</b>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	16,354	16,354	15,550.14	15,616.14	1,512,569.60	737.86	4.51
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	0.00	0.00	66,000.00	100.00
ACE REVENUE SHARING	52,231	52,231	0.00	36,117.80	24,257.00	16,113.20	30.85
MCCOOK RECREATIONAL TRAIL	53,979	53,979	0.00	0.00	0.00	53,979.00	100.00
CCCCFF GRANT-SWIMMING POOL	0	0	0.00	6,250.00	0.00 (	6,250.00)	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	25,000.00	0.00 (	25,000.00)	0.00
COVID-19 CARES ACT	0	0	3,834.71	19,637.75	0.00 (	19,637.75)	0.00
ENHANCED E911	237,878	237,878	6,146.65	86,156.28	54,010.45	151,721.72	63.78
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	84,948.10	0.00	0.00
INSURANCE REIMBURSEMENT	425,879	425,879	4,422.96	11,216.36	4,041.82	414,662.64	97.37
PSAP FUNDS	112,752	112,752 (	4,206.28)	60,143.64	47,733.60	52,608.36	46.66
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AUD/CONVEN CTR FEASIBILI	0	0	0.00	0.00	0.00	0.00	0.00
AME RESCUE PLAN ACT-ARPA	0	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>1,004,500</b>	<b>1,004,500</b>	<b>25,748.18</b>	<b>260,137.97</b>	<b>1,727,560.57</b>	<b>744,362.03</b>	<b>74.10</b>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	5,534.84	1,420,985.55 (	91,505.34)(	1,420,985.55)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: SEPTEMBER 30TH, 2021

30 -DEBT SERVICE  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
AIRBASE JUDGEMENT	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	364,722	364,722	54.00	36,808.82	11,281.80	327,913.18	89.91
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	364,722	364,722	54.00	36,808.82	11,281.80	327,913.18	89.91
<hr/>							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
AIRBASE JUDGEMENT	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	364,722	364,722	0.00	0.00	0.00	364,722.00	100.00
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	364,722	364,722	0.00	0.00	0.00	364,722.00	100.00
<hr/>							
REVENUES OVER/(UNDER) EXPENDITURES	0	0	54.00	36,808.82	11,281.80	( 36,808.82)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: SEPTEMBER 30TH, 2021

40 -COMMUNITY DEVELOPMENT  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	28,486.89	28,320.36	2,513.11	8.11
CITY INVESTMENTS	66,468	66,468	10.00	6,013.00	676.00	60,455.00	90.95
NORTH POINTE	25,000	25,000	4,961.37	33,729.64	25,366.14 (	8,729.64)	34.92-
CLARY VILLAGE LLC	9,500	9,500	4,076.49	8,610.70	8,560.34	889.30	9.36
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	24,678.51	52,128.00	51,823.28	7,872.00	13.12
QUILLAN COURTS	15,000	15,000	3,095.98	19,146.92	3,436.29 (	4,146.92)	27.65-
MCCOOK LODGING/HOLIDAY I	134,000	134,000	45,287.24	95,608.62	90,610.12	38,391.38	28.65
NEXT GENERATION	150,000	150,000	97,862.57	206,713.40	107,732.02 (	56,713.40)	37.81-
N-STANT CONVENIENCE	196,500	196,500	0.00	0.00	0.00	196,500.00	100.00
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
TOTAL REVENUES	887,468	887,468	179,972.16	450,437.17	316,524.55	437,030.83	49.24
<u>EXPENDITURES SUMMARY</u>							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	28,486.89	28,320.36	2,513.11	8.11
CITY INVESTMENTS	66,468	66,468	0.00	105.00	0.00	66,363.00	99.84
NORTH POINTE	25,000	25,000	15,731.09	33,729.64	25,366.14 (	8,729.64)	34.92-
CLARY VILLAGE LLC	9,500	9,500	4,076.49	8,610.70	8,560.34	889.30	9.36
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	24,678.51	52,128.00	51,823.28	7,872.00	13.12
QUILLAN COURTS	15,000	15,000	4,843.84	19,146.92	3,436.29 (	4,146.92)	27.65-
MCCOOK LODGING/HOLIDAY I	134,000	134,000	45,287.24	95,608.62	90,610.12	38,391.38	28.65
NEXT GENERATION	150,000	150,000	97,862.57	206,713.40	107,732.02 (	56,713.40)	37.81-
N-STANT CONVENIENCE	196,500	196,500	0.00	0.00	0.00	196,500.00	100.00
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
TOTAL EXPENDITURES	887,468	887,468	192,479.74	444,529.17	315,848.55	442,938.83	49.91
REVENUES OVER/(UNDER) EXPENDITURES	0	0 (	12,507.58)	5,908.00	676.00 (	5,908.00)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: SEPTEMBER 30TH, 2021

45 -ECONOMIC DEVELOPMENT FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
ECONOMIC DEVELOPMENT FUN	1,169,634	1,169,634	70,271.72	617,630.99	537,944.65	552,003.01	47.19
KEYSTONE BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
KEYSTONE BOND REDEMPTION	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,169,634	1,169,634	70,271.72	617,630.99	537,944.65	552,003.01	47.19
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ECONOMIC DEVELOPMENT FUN	1,169,634	1,169,634	18,067.85	476,659.15	426,187.04	692,974.85	59.25
KEYSTONE BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
KEYSTONE BOND REDEMPTION	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,169,634	1,169,634	18,067.85	476,659.15	426,187.04	692,974.85	59.25
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	52,203.87	140,971.84	111,757.61 (	140,971.84)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: SEPTEMBER 30TH, 2021

50 -PENSION TRUST  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
POLICE OFFICER DISABILIT	24,079	24,079	0.26	15,006.21	10,030.51	9,072.79	37.68
TOTAL REVENUES	24,079	24,079	0.26	15,006.21	10,030.51	9,072.79	37.68
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
POLICE OFFICER DISABILIT	24,079	24,079	1,572.83	18,873.96	18,873.96	5,205.04	21.62
TOTAL EXPENDITURES	24,079	24,079	1,572.83	18,873.96	18,873.96	5,205.04	21.62
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	( 1,572.57)	( 3,867.75)	( 8,843.45)	3,867.75	0.00

CITY OF MCCOOK  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: SEPTEMBER 30TH, 2021

60 -AGENCY FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
PERPETUAL CARE	153,017	153,017	471.00	4,754.00	5,379.00	148,263.00	96.89
SENIOR CENTER CONTRIBUTIO	80,565	80,565	224.00	12,201.66	8,070.50	68,363.34	84.85
SCHOOL	8,050	8,050	600.00	6,965.00	8,560.00	1,085.00	13.48
FIRE CONTRIBUTIONS	4,563	4,563	6,030.00	7,065.20	900.00 (	2,502.20)	54.84-
LIBRARY MEMORIAL	45,611	45,611 (	431.25)	13,839.82	60,065.00	31,771.18	69.66
COMMUNITY BETTERMENT	68,572	68,572	8,676.90	101,397.86	90,752.41 (	32,825.86)	47.87-
DARE CONTRIBUTIONS	3,073	3,073	0.00	550.00	1,891.14	2,523.00	82.10
PUBLIC WORKS CONTRIBUTION	6,266	6,266	0.00	1,341.00	5,000.00	4,925.00	78.60
AMBULANCE CONTRIBUTIONS	10,767	10,767	0.00	4,325.00	2,635.61	6,442.00	59.83
COMMUNITY PARAMEDIC PROG	4,016	4,016	0.00	0.00	0.00	4,016.00	100.00
POLICE CONTRIBUTIONS	3,240	3,240 (	447.42)	2,120.47	2,248.00	1,119.53	34.55
<b>TOTAL REVENUES</b>	<b>387,740</b>	<b>387,740</b>	<b>15,123.23</b>	<b>154,560.01</b>	<b>185,501.66</b>	<b>233,179.99</b>	<b>60.14</b>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
PERPETUAL CARE	153,017	153,017	0.00	0.00	2,075.00	153,017.00	100.00
SENIOR CENTER CONTRIBUTIO	80,565	80,565	2,044.45	15,894.03	4,516.92	64,670.97	80.27
SCHOOL	8,050	8,050	600.00	6,965.00	8,560.00	1,085.00	13.48
FIRE CONTRIBUTIONS	4,563	4,563	0.00	0.00	635.41	4,563.00	100.00
LIBRARY MEMORIAL	45,611	45,611	154.48	18,618.29	41,239.02	26,992.71	59.18
COMMUNITY BETTERMENT	68,572	68,572	3,750.00	71,832.00	103,075.09 (	3,260.00)	4.75-
DARE CONTRIBUTIONS	3,073	3,073	0.00	1,061.04	3,084.24	2,011.96	65.47
PUBLIC WORKS CONTRIBUTION	6,266	6,266	0.00	712.00	4,900.81	5,554.00	88.64
AMBULANCE CONTRIBUTIONS	10,767	10,767	0.00	0.00	5,726.71	10,767.00	100.00
COMMUNITY PARAMEDIC PROG	4,016	4,016	0.00	0.00	0.00	4,016.00	100.00
POLICE CONTRIBUTIONS	3,240	3,240	1,106.09	2,587.97	7,514.79	652.03	20.12
<b>TOTAL EXPENDITURES</b>	<b>387,740</b>	<b>387,740</b>	<b>7,655.02</b>	<b>117,670.33</b>	<b>181,327.99</b>	<b>270,069.67</b>	<b>69.65</b>
	=====	=====	=====	=====	=====	=====	=====
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>7,468.21</b>	<b>36,889.68</b>	<b>4,173.67 (</b>	<b>36,889.68)</b>	<b>0.00</b>

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: SEPTEMBER 30TH, 2021

65 -INTERNAL SERVICE FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
FLEX DEPENDENT CARE	12,930	12,930	346.17	3,461.66	4,000.06	9,468.34	73.23
FLEX - MEDICAL	65,892	65,892	3,924.57	34,069.46	40,877.81	31,822.54	48.29
SELF INSURED HEALTH INSUR	<u>2,456,444</u>	<u>2,456,444</u>	<u>174,527.59</u>	<u>2,138,918.22</u>	<u>2,333,980.71</u>	<u>317,525.78</u>	<u>12.93</u>
TOTAL REVENUES	<u>2,535,266</u>	<u>2,535,266</u>	<u>178,798.33</u>	<u>2,176,449.34</u>	<u>2,378,858.58</u>	<u>358,816.66</u>	<u>14.15</u>
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FLEX DEPENDENT CARE	12,930	12,930	368.95	4,567.11	2,435.86	8,362.89	64.68
FLEX - MEDICAL	65,892	65,892	1,396.89	35,584.23	39,452.92	30,307.77	46.00
SELF INSURED HEALTH INSUR	<u>2,456,444</u>	<u>2,456,444</u>	<u>351,218.10</u>	<u>2,351,556.23</u>	<u>2,328,009.82</u>	<u>104,887.77</u>	<u>4.27</u>
TOTAL EXPENDITURES	<u>2,535,266</u>	<u>2,535,266</u>	<u>352,983.94</u>	<u>2,391,707.57</u>	<u>2,369,898.60</u>	<u>143,558.43</u>	<u>5.66</u>
REVENUES OVER/(UNDER) EXPENDITURES	0	0	( 174,185.61)	( 215,258.23)	8,959.98	215,258.23	0.00

CITY OF MCCOOK  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: SEPTEMBER 30TH, 2021

70 -ENTERPRISE FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
SOLID WASTE-LANDFILL POST	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE - RECYCLING	275,800	275,800	5,889.49	94,026.58	85,363.96	181,773.42	65.91
SOLID WASTE - COLLECTION	893,138	893,138	68,932.78	809,398.22	807,266.94	83,739.78	9.38
SOLID WASTE - TRANSFER ST	1,083,142	1,083,142	96,598.80	1,030,615.06	1,055,952.79	52,526.94	4.85
LANDFILL RESERVE	706,417	706,417	6,347.00	80,618.00	81,227.00	625,799.00	88.59
SOLID WASTE - DISPOSAL	344,346	344,346	39,375.72	302,618.83	337,464.25	41,727.17	12.12
WATER MAINTENANCE & OPERA	4,083,602	4,083,602	317,875.46	2,540,297.02	2,400,187.00	1,543,304.98	37.79
WATER BOND & INTEREST RED	1,325,704	1,325,704	131,485.73	590,588.10	607,140.10	735,115.90	55.45
WATER CAPITAL - REPLACEME	2,647,667	2,647,667	27,277.00	327,537.00	347,308.00	2,320,130.00	87.63
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	170,240	170,240	30.41	372.97	1,277.16	169,867.03	99.78
SEWER MAINTENANCE & OPERA	2,341,339	2,341,339	133,856.47	1,500,807.93	1,435,070.87	840,531.07	35.90
SEWER BOND & INTEREST RES	122,066	122,066	17.00	207.00	21,151.48	121,859.00	99.83
SEWER CAPITAL - REPLACEME	1,430,584	1,430,584	35,802.00	429,804.00	436,813.00	1,000,780.00	69.96
SEWER CAPITAL - DEVELOPME	1,357	1,357	0.00	0.00	14.00	1,357.00	100.00
COMBINED UTILITIES	700,325	700,325	0.00	0.00	0.00	700,325.00	100.00
ELECTRIC UTILITY	1,305,000	1,305,000	149,008.25	1,361,888.62	1,369,111.09	( 56,888.62)	4.36-
<b>TOTAL REVENUES</b>	<b>17,430,727</b>	<b>17,430,727</b>	<b>1,012,496.11</b>	<b>9,068,779.33</b>	<b>8,985,347.64</b>	<b>8,361,947.67</b>	<b>47.97</b>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
SOLID WASTE-LANDFILL POST	14,550	14,550	1,871.97	6,444.72	9,324.57	8,105.28	55.71
SOLID WASTE - RECYCLING	293,699	293,699	12,874.25	114,901.56	102,608.58	178,797.44	60.88
SOLID WASTE - COLLECTION	893,138	893,138	79,602.54	819,574.07	813,118.64	73,563.93	8.24
SOLID WASTE - TRANSFER ST	1,050,693	1,050,693	106,833.84	966,280.53	1,068,720.56	84,412.47	8.03
LANDFILL RESERVE	706,417	706,417	0.00	0.00	127,395.00	706,417.00	100.00
SOLID WASTE - DISPOSAL	344,346	344,346	38,125.72	302,618.83	337,464.25	41,727.17	12.12
WATER MAINTENANCE & OPERA	4,083,602	4,083,602	282,967.16	2,299,026.14	2,329,563.51	1,784,575.86	43.70
WATER BOND & INTEREST RED	1,325,704	1,325,704	0.00	532,413.91	1,009,104.83	793,290.09	59.84
WATER CAPITAL - REPLACEME	2,647,667	2,647,667	79,909.77	466,961.67	63,597.74	2,180,705.33	82.36
WATER CAPITAL - DEVELOPME	0	0	1,014.00)	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	170,240	170,240	0.00	0.00	250.00	170,240.00	100.00
SEWER MAINTENANCE & OPERA	2,341,339	2,341,339	135,988.65	1,228,224.14	1,360,805.96	1,113,114.86	47.54
SEWER BOND & INTEREST RES	122,066	122,066	0.00	0.00	0.00	122,066.00	100.00
SEWER CAPITAL - REPLACEME	1,430,584	1,430,584	0.00	537,481.89	270,307.36	893,102.11	62.43
SEWER CAPITAL - DEVELOPME	1,357	1,357	0.00	0.00	0.00	1,357.00	100.00
COMBINED UTILITIES	700,325	700,325	28,110.00	199,478.73	0.00	500,846.27	71.52
ELECTRIC UTILITY	1,305,000	1,305,000	149,008.25	1,361,888.62	1,369,111.09	( 56,888.62)	4.36-
<b>TOTAL EXPENDITURES</b>	<b>17,430,727</b>	<b>17,430,727</b>	<b>914,278.15</b>	<b>8,835,294.81</b>	<b>8,861,372.09</b>	<b>8,595,432.19</b>	<b>49.31</b>
	=====	=====	=====	=====	=====	=====	=====
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>98,217.96</b>	<b>233,484.52</b>	<b>123,975.55</b>	<b>( 233,484.52)</b>	<b>0.00</b>

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: SEPTEMBER 30TH, 2021

80 -CAPITAL IMPROVEMENTS FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
CAPITAL IMPROVE 2018	957,978	957,978	50,656.33	607,683.96	743,280.05	350,294.04	36.57
CAPITAL IMPROVE PRE 2018	<u>419,388</u>	<u>419,388</u>	<u>35.00</u>	<u>729.00</u>	<u>7,568.00</u>	<u>418,659.00</u>	<u>99.83</u>
<b>TOTAL REVENUES</b>	<b>1,377,366</b>	<b>1,377,366</b>	<b>50,691.33</b>	<b>608,412.96</b>	<b>750,848.05</b>	<b>768,953.04</b>	<b>55.83</b>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
CAPITAL IMPROVE 2018	957,978	957,978	1,091.00	313,207.61	534,439.69	644,770.39	67.31
CAPITAL IMPROVE PRE 2018	<u>419,388</u>	<u>419,388</u>	<u>3,483.00</u>	<u>256,007.24</u>	<u>325,468.04</u>	<u>163,380.76</u>	<u>38.96</u>
<b>TOTAL EXPENDITURES</b>	<b>1,377,366</b>	<b>1,377,366</b>	<b>4,574.00</b>	<b>569,214.85</b>	<b>859,907.73</b>	<b>808,151.15</b>	<b>58.67</b>
	=====	=====	=====	=====	=====	=====	=====
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>46,117.33</b>	<b>39,198.11 (</b>	<b>109,059.68)(</b>	<b>39,198.11)</b>	<b>0.00</b>

**CITY MANAGER'S REPORT  
NOVEMBER 15, 2021 CITY COUNCIL MEETING**

---

**ITEM:**        2.C.

Approve Bid Specifications for two (2) new current model year All-Wheel Drive or 4-Wheel Drive Police Interceptor/Pursuit Utility Vehicles for use by the Police Department and set the date to receive bids as December 7, 2021 at 2:00 P.M.

---

**BACKGROUND:**

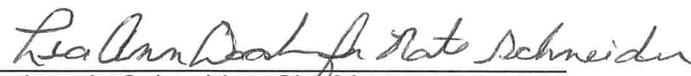
The purchase of two new police vehicles were approved in the 2021/2022 budget. The attached bid specifications will allow for the selection and purchase of the Police Interceptor/Pursuit Utility Vehicles and will allow all manufacturers of Police Package vehicles a competitive opportunity.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

November 11, 2021

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

November 11, 2021

CITY OF MCCOOK  
POLICE DEPARTMENT

BID SPECIFICATIONS

TWO (2) NEW  
CURRENT MODEL YEAR

ALL-WHEEL DRIVE  
or  
4-WHEEL DRIVE

POLICE INTERCEPTOR/PURSUIT  
UTILITY VEHICLES

NOVEMBER 15, 2021

## NOTICE TO BIDDERS

### **TWO (2) NEW CURRENT MODEL YEAR ALL-WHEEL DRIVE OR 4-WHEEL DRIVE POLICE INTERCEPTOR/PURSUIT UTILITY VEHICLES**

The City of McCook is accepting sealed bids for Two (2) New Current Model Year All-Wheel Drive or 4-Wheel Drive Police Interceptor/Pursuit Utility Vehicles for the Police Department. Bids will be accepted by the City Clerk at the McCook City Offices until 2:00 P.M. on December 8, 2021 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 19, 26, and December 3, 2021.

# 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. Two (2) new current model year all-wheel drive or 4-wheel drive Police Interceptor/Pursuit Utility Vehicles 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 TWO (2) NEW CURRENT MODEL YEAR ALL-WHEEL DRIVE OR 4-WHEEL DRIVE POLICE INTERCEPTOR/PURSUIT UTILITY VEHICLES*", 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

### TWO (2) NEW CURRENT MODEL YEAR ALL-WHEEL DRIVE OR 4-WHEEL DRIVE POLICE INTERCEPTOR/PURSUIT UTILITY VEHICLES

#### 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 TWO (2) 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. <b>Color:</b> 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. <b>Glass:</b> Glass shall be free of optical deviation and visibility distortions. Approved tinted safety glass shall be in all doors, windows, and windshields.
_____	_____	C. <b>Insulation:</b> Standard production heat and sound insulation to be provided. Fully insulated headliner.
_____	_____	D. <b>Airbag:</b> Driver and passenger front required, side if available.
_____	_____	E. <b>Seats:</b> 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. <b>Arm Rests:</b> Required on front seat, if available.
_____	_____	G. <b>Sun Visors:</b> Dual, padded.
_____	_____	H. <b>Headroom for front seat:</b> Minimum 39.9 inches.
_____	_____	I. <b>Leg room for front seat:</b> Minimum 40 inches.
_____	_____	J. <b>Shoulder room for front seat:</b> Minimum 58 inches.
_____	_____	K. <b>Cargo capacity behind second seat:</b> 52 cubic feet.
_____	_____	L. <b>Ground clearance:</b> Minimum 7 inches.
_____	_____	M. <b>Mirrors:</b> Interior adjustable, day or, night tab (selector type, non-glare): Dual power outside mirror mounted on left and right sides of vehicle.
_____	_____	N. <b>Power Outlets:</b> 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. <b>Engine:</b> Minimum 3.0 L with 285 horsepower engine.
_____	_____	B. <b>Transmission:</b> 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. <b>Air Cleaner:</b> Dry type.
_____	_____	D. <b>Oil Filter:</b> Full flow throwaway type.
_____	_____	E. <b>Thermostat:</b> Required as recommended for permanent-type antifreeze.
_____	_____	F. <b>Radiator:</b> Heavy duty, maximum capacity, coolant recovery system, shall be tagged or marked to indicate the type, brand and degree of protection.
_____	_____	G. <b>Axle Ratio:</b> Ratio to be recommended by manufacturer.

Comments \_\_\_\_\_

YES	EXCEPTION	III. <u>SUSPENSION AND RUNNING GEAR</u>
_____	_____	A. <b>Driveline configuration:</b> On Demand Four (4) wheel drive or All wheel drive.
_____	_____	B. <b>Wheelbase:</b> Minimum 119 inch wheelbase.
_____	_____	C. <b>Steering:</b> Rack and pinion steering, if available. Power steering required.
_____	_____	D. <b>Steering Wheel:</b> Regular production model or approved deluxe wheel. Tilt steering required.
_____	_____	E. <b>Wheels:</b> Minimum 18-inch wheels designed for police work.
_____	_____	F. <b>Wheel Covers:</b> Full wheel covers.
_____	_____	G. <b>Tires:</b> 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. <b>Brakes:</b> 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. <b>Suspension:</b> Four (4) wheel independent, heavy-duty struts. Independent multilink rear with heavy-duty front and rear stabilizer bars suitable for high speed cornering.  |
| _____ | _____ | J. <b>Stability:</b> Stability control/roll stability systems and traction control required.   |
| _____ | _____ | K. <b>Axle and Springs:</b> Manufacturer's independent front suspension and single speed hypoid rear axle, both with spring sizes and axle sizes recommended by the manufacturer to meet GVMR. Axle gear ratios shall be the same for front and rear axles. Front Stabilizer bar shall be installed. |
| _____ | _____ | L. <b>Shock Absorbers:</b> Heavy duty double action front and rear shock absorbers.  |

Comments \_\_\_\_\_  
 \_\_\_\_\_

**YES    EXCEPTION    IV.    ELECTRICAL SYSTEM**

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

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

TWO (2) NEW CURRENT MODEL YEAR  
ALL-WHEEL DRIVE OR  
4-WHEEL DRIVE VEHICLE  
POLICE INTERCEPTOR/PURSUIT  
UTILITY VEHICLES

\$ \_\_\_\_\_

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: Joel Smith, Chief of Police  
at 308/345-3450**

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

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CITY MANAGER'S REPORT  
NOVEMBER 15, 2021 CITY COUNCIL MEETING**

---

**ITEM:**            2.D.

Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Corporate Holiday party to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on December 13, 2021 from 5:00 P.M. to 12:30 A.M.

---

**BACKGROUND:**

Ambriz Ventures will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications. Approval of this request is also approving consumption of alcohol in the auditorium.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

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

November 10, 2021

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

November 10, 2021

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

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

Ambriz Ventures, LLC

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

312 Norris Avenue, McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

CK-124450

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 12-03-21`  
Event Date(s): \_\_\_\_\_

Event Start Time(s): 5:00 pm \_\_\_\_\_

Event End Time(s): 12:30 am \_\_\_\_\_

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

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

Event Building Name: City Auditorium

Event Street Address/City: 302 W 5th St., McCook, NE 69001

Indoor area to be licensed in length & width: 50 x 150

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

Type of Event: Corporate Holiday Part Estimate # of attendees: 150

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

Event Contact Name: Andrew Ambriz Event Contact Phone Number: 308-345-8500

Event Contact Email: andrew.james.ambriz@gmail.com

\*Signature Authorized Representative: Andrew Ambriz Printed Name Andrew Ambriz

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

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

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

**Local Governing Body completes below:**

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

Local Governing Body Authorized Signature

Date

**CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 CITY COUNCIL MEETING**

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**ITEM:**        2.E.

Receive and file the claims for the month of October 2021, published November 4, 2021.

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**BACKGROUND:**

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

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

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

November 10, 2021

CITY OF MCCOOK  
CLAIMS FOR OCTOBER 2021

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

20/20 TECHS-SC 3300.00; 7-D LOCKSHOP-S 139.59; ACE-S 238.37; AKRS-S 150.31; ALMQUIST, MALTZAHN, GALLOWAY & RESILIENCE ASSESSMENT QUES-SC 70.00; AMERICAN AG LAB-SC 355.14; AMERICAN ELECTRIC-S 47.80; APCO NE-SC 270.00; ARROW CAR WASH-S 96.30; ARROW SEED-S 2250.50; AUTO-OWNERS INS-SC 8456.00; BETTER HOMES AND GARDENS-S 72.56; BLACK HILLS ENERGY-SC 1559.81; BSB CONST-CO 40660.92, SC 11292.60; BW TELCOM-SC 144.14; C&K-S 383.62; CAMBRIDGE TELEPHONE-SC 244.51; CAROLINE SOFTWARE-S 200.00; CARQUEST-S 480.45; CASH WA-S 13219.77; CDW-G-SC 209.00; CENTURION TECH-SC 102.00; CENTURY LINK-SC 1202.20; CITY OF MCCOOK-PS 356234.70; CITY SELF INS-BT 173258.00; UTILITIES-SC 19213.65; CIVIC PLUS-SC 5447.94; J. CROCKER-SC 111.73; CULLIGAN-S 30.00; D & L PEST CONTROL-S 270.00; D & S HARDWARE-S 11.64; DAS STATE-SC 22.00; J DOUCET-SC 310.36; EAKES-S 386.32; ELLERBROCK-NORRIS-SC 50131.25; FARRELL'S-S 18.79; FASTENAL-S 106.53; FICA-PS 17798.47; FRENCHMAN VALLEY COOP-S 20561.62; FRONTIER COMMUNICATIONS-SC 34.19; FUSION CLOUD-SC 83.04; GARDNER MEDIA-S 165.79; GARVER LLC-SC 29576.78; GEO-COMM INC-SC 4959.00; GOLDEN WEST IND-S 216.87; GOOGLE SVCS-SC 474.00; GREAT PLAINS COMM-SC 2504.61; K. HANSEN-SC 90.00; B HEDRICK-SC 35.00; HENNING BROS-SC 59.00; HERBST TOWING & RECOVERY-S 815.66; HOMETOWN LEASING-SC 1508.46; HORIZON BANK-CO 21226.72; IDEAL-S 78.17; IMAGE TRENT-SC 2137.50; IPMA-HR-S 304.05; ISLAND SPRINKLER-S 132.61; J BAR J LANDFILL-SC 45311.78; K & C GRAIN-S 20739.93; K. MESNER-SC 2104.02; KOHL'S AUTO-S 71.69; KOHLER TRAILER-S 2938.75; K. KORGAN-S 81.00; LEAGUE OF NE MUN-SC 2110.00; LIFE-ASSIST-S 1594.30; LINCOLN WINWATER WORKS-S 583.15; MC GAZETTE-SC 1878.25; MC HUMANE SOCIETY-S 3564.30; MPPD-SC 2711.00; MC NET-SC 121.40; MEAD-S 252.83; MEDICARE PS 4966.08; MERCHANT SRVS-SC 1110.50; MICHAEL TODD & CO-S 1272.76; MICROMARKETING-S 2333.47; MIDWEST LABS-SC 905.67; MIGHTY DUCTS-S 365.00; MILCO-SC 584.25; MILLER AND ASSOC-CO 6770.02, SC 550.00; MNB-CO

65535.69; MOBOTREX-S 537.00; B. MOONEY-S 41.94; MOTOROLA-CO 72476.75; MUNICIPAL SUPPLY-S 6484.90; MUTUAL OF OMAHA-SC 1854.02; MYERS CON-CO 131445.22; NEDEPTREVENUE-SC 21371.84; NE DEPT OF REV-LOTTERY TAX-SC 6168.00; NE LIFE PUBLISHING-S 42.00; NE TRUCK CENTER-S 221.21; NEBRASKA LAND TIRE-S 2794.69; NICK'S DIST-S 686.80; NPPD-SC 43316.49; O'REILLY-S 143.98; ONE CALL CONCEPTS-SC 136.42; S. ORTIZ-SC 55.00; PAPER TIGER SHREDDING-S 90.00; PARDE ELEC-S 228.90; PAULSEN INC-S 267.44; PLATTE VALLEY COMM-S 310.00; PROTEX CENTRAL-S 415.50; QUADIENT-SC 600.00; QUICK MED-SC 3420.38; QUILL-S 80.97; RED WILLOW AVIATION-S 65.00; RED WILLOW CO COURT-SC 17.00; RND UNDERGROUND-S 600.00; ROCHESTER MIDLAND-S 300.00; RUGGLES TRAILER-S 1412.00; D. SAILORS-SC 300.28; SANDRY FIRE-S 343.95; SEHNERT'S-SC 88.75; M SIS-SC 1800.00; SOLID WASTE ASSOC-SC 223.00; SOUTHWEST FARM & AUTO-S 240.77; STRYKER-S 2162.40; SWANSON SIGN CO-SC 105.00; T.O. HAAS-S 41.00; TASTE OF HOME-S 38.50; TYLER TECH-SC 25611.20; UMR-SC 175525.72; USPS-SC 1371.94; US FOODS-S 802.46; VERIZON-SC 2239.70; VOLZ-S 79.87; WAGNER FORD-S 155.10; WALMART-S 851.15; WESTSIDE WELDING-S 369.20; J. WHITE-SC 35.00; WPCI-SC 59.00.

-s- Lea Ann Doak  
City Clerk

Publish: November 4, 2021

**CITY MANAGER'S REPORT  
NOVEMBER 15, 2021 CITY COUNCIL MEETING**

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**ITEM:           2.F.**

Receive and file the Property Damage Incident Form from Scott Moyer and instruct that it be submitted to the City's insurance carrier for review and appropriate action.

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**BACKGROUND:**

Attached to this report you will find the Notice of Claim received from Scott Moyer.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

November 10, 2021

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

November 10, 2021



## PROPERTY DAMAGE INCIDENT FORM

PHONE NO.: 308-345-2022, ext. 224 EMAIL: [burkey@cityofmccook.com](mailto:burkey@cityofmccook.com)  
FAX (303)345-1461

### INCIDENT INFORMATION

LOCATION OF INCIDENT STREET: <b>306 East C. St.</b>	DATE OF INCIDENT <b>1/17/21</b>	TIME OF INCIDENT <b>6:00 am</b>
CITY, STATE, ZIP: <b>McCook NE 69001</b>	POLICE OR FIRE DEPARTMENT CONTACTED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	NAME OF REPORTING OFFICER:
COUNTRY: <b>USA</b>	POLICE REPORT NUMBER:	
DESCRIBE LOCATION OF INCIDENT: <b>Neighboring wooden shed caught fire &amp; caused our Ministry House to catch fire &amp; be totally destroyed</b>		

### REPORTING INDIVIDUAL INFORMATION

NAME: <b>Scott Moyer</b>	PHONE NUMBER: <b>—</b>
STREET ADDRESS: <b>1311 Nelson St.</b>	CELL PHONE NUMBER: <b>(308) 962-6398</b>
CITY, STATE, ZIP: <b>Carlsbad NC 69022</b>	DATE OF BIRTH: <b>11/22/63</b>

### PROPERTY DAMAGE

DESCRIPTION OF PROPERTY DAMAGED:
<b>The house on the property @ 306 E. C St. was completely destroyed due to a fire from a neighboring garage.</b>
ESTIMATE VALUE: <b>95,000.00 + 11,600.00 demolition expense (replacement cost)</b>

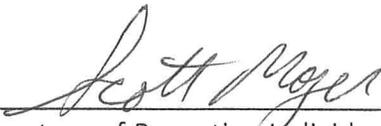
### CLAIM DETAILS What Happened: (Give as much detail as possible, include photos and witness information if applicable):

<b>The day before a fire burnt &amp; destroyed our Ministry house, a wood burning stove was installed in the neighbors wooden shed. Early on the morning of Jan. 17th the stove was lit &amp; soon got out of control, burning both the shed it was in &amp; our Ministry House.</b>
<b>A witness informed me that a policeman shared with him, the morning of the fire, that the McCook Police Dept. had been keeping an eye on the suspicious activity taking place in the neighboring shed for the past 2 years. We are bothered that we were never contacted about any possible danger, including this fire!</b>

WITNESSES (Include written statements if applicable)

NAME: <u>Jon Pantenburg</u>	NAME:
ADDRESS: <u>210 East 3rd St.</u>	ADDRESS:
CITY, STATE, ZIP: <u>McCook, NE 69001</u>	CITY, STATE, ZIP:
PHONE NUMBER: <u>(308) 340-9895</u>	PHONE NUMBER:

NAME:	NAME:
ADDRESS:	ADDRESS:
CITY, STATE, ZIP:	CITY, STATE, ZIP:
PHONE NUMBER:	PHONE NUMBER:

  
Signature of Reporting Individual

10/27/2021  
Date Submitted



10/27/2021

Dear Property Damage Committee for the City of McCook,

Thank you for taking the time to consider our claim from The Saving Place. Our Ministry Home was destroyed by fire on January 17, 2021. The structure pictured above is no longer standing due to a fire that broke out in a neighboring garage directly behind our property. It is because of the activity which was going on in that garage that we are notifying you.

It was brought to our attention right after the fire that law enforcement was aware of suspicious activity taking place in the garage adjacent to our property. We are enclosing an excerpt from a seven-page letter written by a neighborhood man who was an eyewitness to all that has been happening in the area for years now. (After reading the letter, our lawyer suggested not wasting your time with all seven pages of the letter—which speaks of other suspicious, unlawful activity in the neighborhood, but to just include some of what pertains to our complaint/claim.)

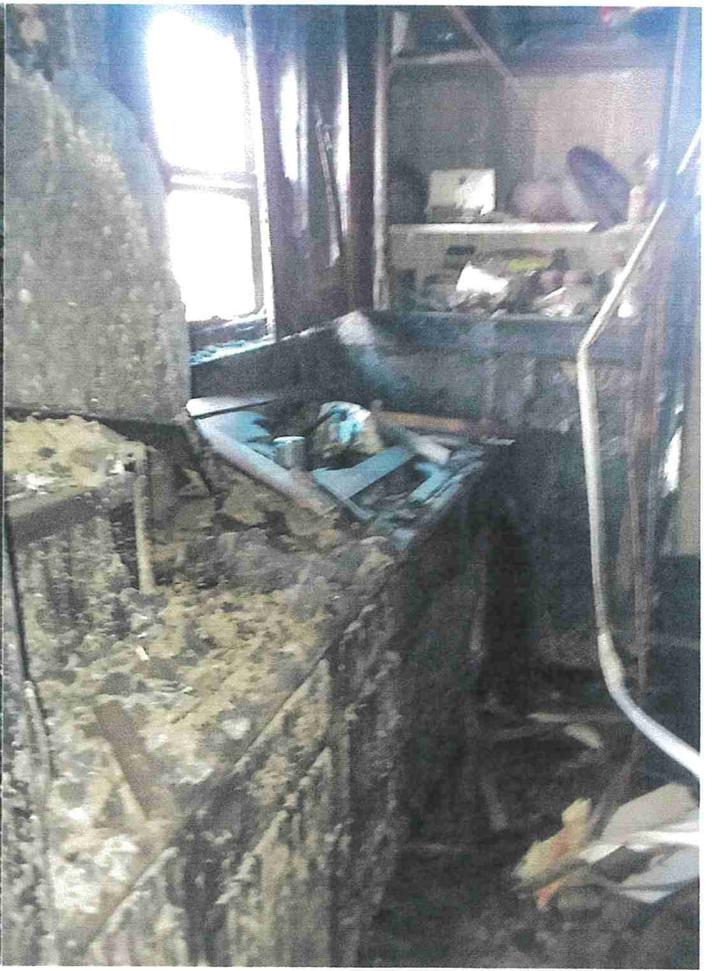
We are also enclosing a copy of the letter originally taken to the chief of police. I (Pastor Scott Moyer) was deeply saddened by the lack of empathy, care, and concern shown by the chief. In fact, after speaking with him in his office the second time, I was hollered at to “get out.” He told me I could take our matter up with the city manager if I wanted. After explaining my concern with the city manager, and once again not being shown any compassion concerning what had happened—which we believe could have easily been avoided—I again experienced anger from one I expected a level of concern from.

Enclosed, please find pictures of our Ministry Home after the fire, as well as pictures of our former property where we have planted grass after taking the house down as instructed by the city. (Please take special note of the picture of the burnt bed where the caretaker of the Home—my son—would have surely died in if he had not been away from McCook that night.) We are also enclosing pictures, which have been taken throughout the summer, of some of the neighboring houses. We were told that citations would be given out (too late for us, of course) to those who still pose a danger.

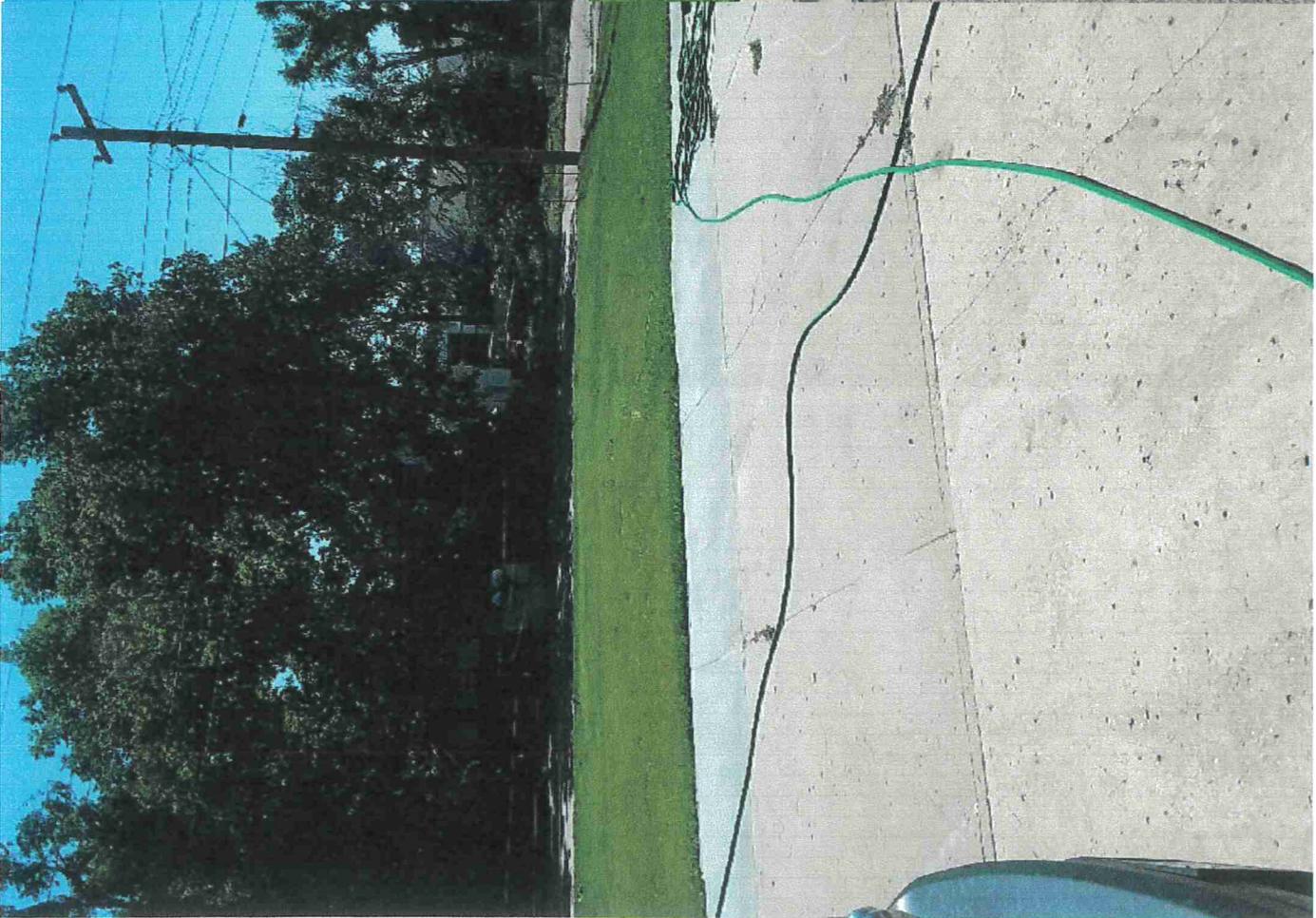
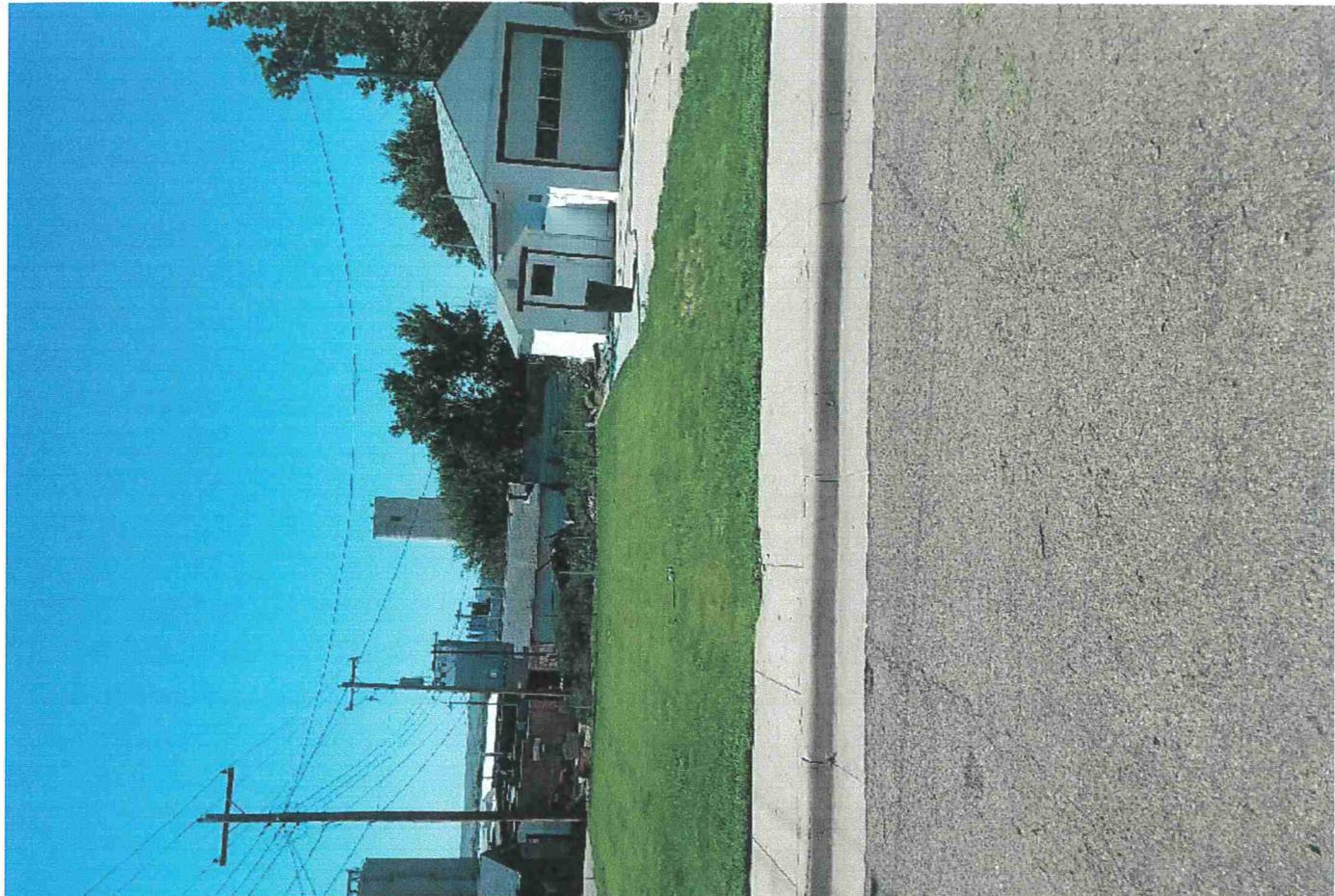
We believe some responsibility for this fire—and our loss—should be taken by departments of the city who could have helped prevent all of this. Please forgive the fact that it has taken us so long to file this complaint/claim with your office. It has been delayed for several reasons including the work/time it has taken to get another House established to continue our ministry here in town and the time we had to wait to receive the letter from the neighbor—part of which has been included in this packet to you.

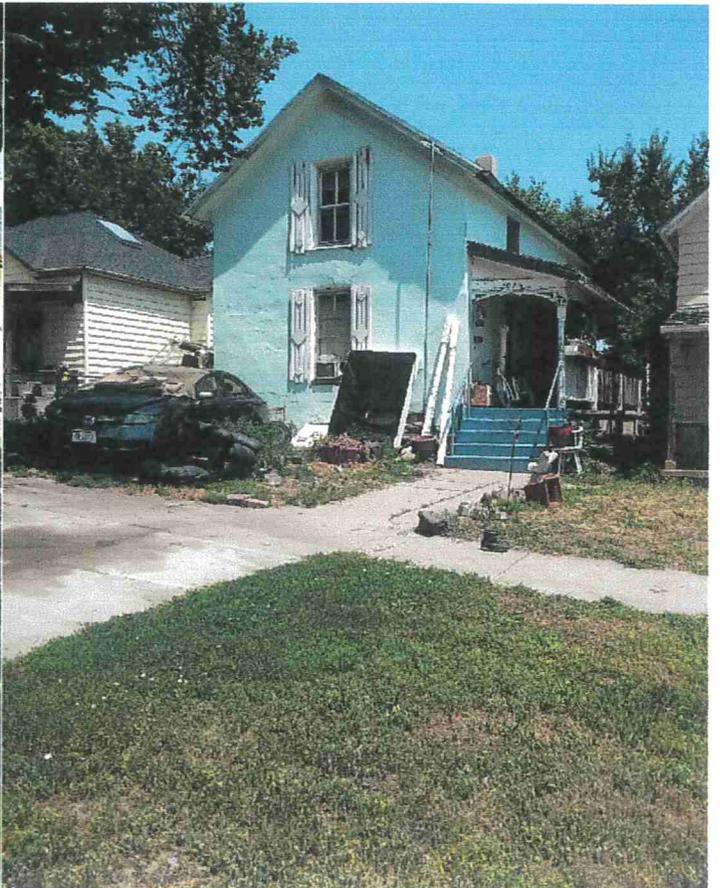
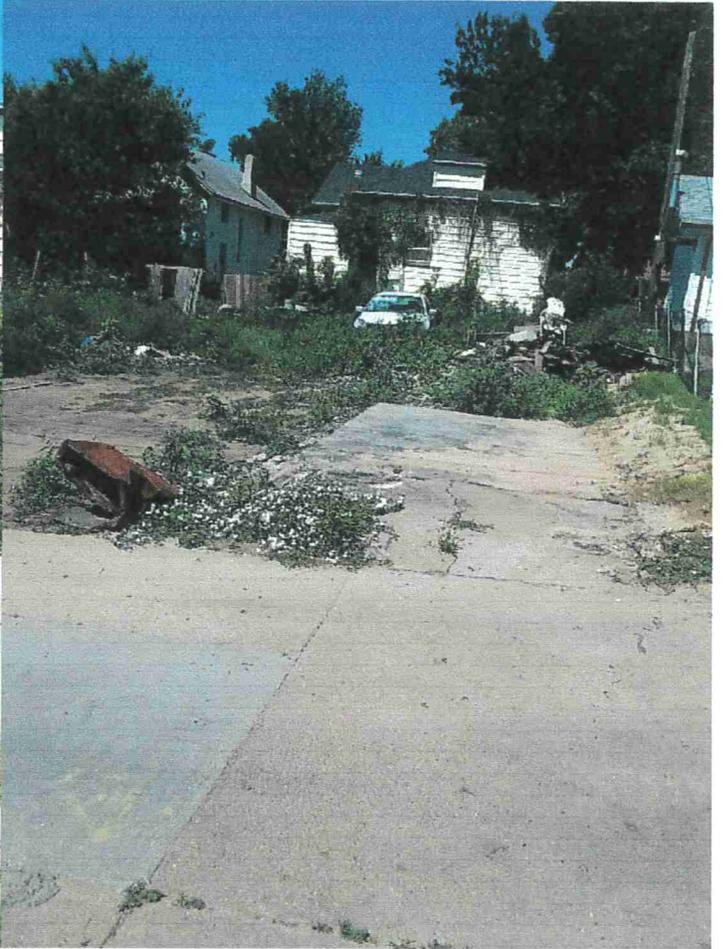
Sincerely yours, and awaiting your response, Pastor Scott Moyer of The Saving Place (308) 962-6398

*Pastor Scott Moyer*



at 209, and 205 east 2nd. After I  
called in a complaint of suspicious vehicles  
in the alley behind 209 east 2nd, I was  
told by an officer that all three properties  
were currently being watched. The main  
offending property is 209 east 2nd which I  
have a...





3/25/2021

Dear Chief and any other concerned,

Thank you for your time recently as we discussed our Ministry House fire at 306 East C. Street in McCook. As promised, I am getting back with you to see if you have decided on any course of action to take to help us due to some responsibilities of the department that proved to show negligence.

Many I have spoken to believe, as well, that the police department failed us by not giving us proper warning about what was taking place in the garage just south of our property. (As we discussed in your office, the garage had been under surveillance by your department for the past two years prior to the fire.) Even if there hadn't been a fire, we believe there was danger to be warned of.

Lawyers who have been helping me with our insurance claims believe the city to be partially responsible as well, due to the lack of responsibility that could/should have been taken to prevent such a loss.

Under guidance, I am enclosing the bill for the demolition of the property. We have done as asked and have had the place taken down by the deadline given. (The basement has not been filled in yet due to the tremendous rains we have received recently. But as soon as things dry up, the project will be complete.)

We are asking you to consider taking responsibility for all or part of this bill we have obtained—again for no fault of our own. As we spoke in your office weeks ago, our main concern is that this situation be rectified so it doesn't happen again. I am not sure what our course of action would have been if someone would have died in the fire; but thankfully we are not having to discuss that now.

Thank you for your time again here, and for your prompt consideration into this matter. I will await your response. You may reach me at (308) 962-6398.

Sincerely yours,

Pastor Scott Moyer/ The Saving Place Ministry House

**CITY MANAGER'S REPORT  
NOVEMBER 15, 2021 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 2.G.** Approve an easement agreement with Northrop Grumman Systems Corporation authorizing Northrop Grumman access to the City of McCook's airport property for the purpose of operating, monitoring, and maintaining the existing groundwater monitoring well No. OW-30.

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**BACKGROUND:**

A grant of easement between Northrop Grumman Systems Corporation and the City of McCook was entered and recorded at the Red Willow County Register of Deeds office on June 12, 1992. The agreement outlined the terms necessary to conduct a groundwater remediation project in the vicinity of the former TRW Inc. manufacturing plant located on Airport Road. The current easement agreement between Northrop Grumman Systems Corporation and the City of McCook expires January 1, 2022. Northrop Grumman is in the process of completing the required remediation per the terms of the current agreement. A new agreement is necessary to complete the remediation project. The remediation efforts are located on city owned airport property identified as Parcel ID 001426500. Northrop Grumman is requesting an extension of the easement agreement in order to continue to operate, sample, monitor, inspect, maintain, and repair the existing ground water monitoring well No. OW-30, including the eventual decommissioning of the monitoring well in accordance with state regulations and upon approval of the Nebraska Department of Energy and Environment.

As mentioned, Northrop Grumman is nearing completion of the remediation project. The proposed easement would continue for one year following an issuance by NDEE of a final written determination that the necessary work and post-remediation monitoring and clean-up relating to the property has been completed and that the easement is no longer required. A copy of the proposed agreement is attached for review.

**APPROVALS:**



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Nathan A. Schneider, City Manager

November 10, 2021



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Lea Ann Doak, City Clerk

November 10, 2021

## EASEMENT AGREEMENT

This Easement Agreement (this “Agreement”) is dated for reference purposes as of this \_\_\_\_ day of \_\_\_\_\_, 2021, and is entered into by and between **City of McCook**, Nebraska (“Grantor”), and **Northrop Grumman Systems Corporation**, a Delaware corporation (“Grantee”).

### WITNESSETH:

WHEREAS, Grantor is the owner and operator of an airport facility on the parcel of land located at 1100 Airport Road, in the City of McCook, State of Nebraska, identified as Parcel ID 001426500, more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Property”); and

WHEREAS, Grantee is conducting certain environmental investigation and remediation activities, among other things, on and near the Property required by and under the oversight of Nebraska Department of Energy and Environment (the “Authority”); and

WHEREAS, the Grantor and the Grantee (successor-in-interest to TRW, Inc.) are parties to the Grant of Easement recorded in Book 84, Page \_\_\_\_\_ on June 12, 1992 with the office of the Grantor (“Existing Easement”) entered in consideration of the Lease Agreement dated February 19, 1992 and the License Agreement dated June 11, 1992 between the parties (collectively, the “Existing Agreements”); and

WHEREAS, the Existing Easement and the Existing Agreements expire on January 1, 2022 (“Expiration Date”); and

WHEREAS, the Grantor and Grantee have performed and completed its obligations under the Existing Easement and the Existing Agreements; and [NOTE TO CITY: Placeholder for closeout of the lease and license which are being coordinated with the City]

WHEREAS, Grantee wishes to operate, sample, monitor, inspect, maintain, and repair the existing ground water monitoring well No. OW-30 (“Monitoring Well”), including the subsequent decommissioning of the Monitoring Well in accordance with state regulations and upon approval of the Authority (hereinafter, collectively, the “Work”) on the Property after the Expiration Date; and

WHEREAS, in connection with implementing, facilitating and performing the Work, Grantee wishes to obtain easements (collectively, the “Easement”) on, over, under and within a portion of the Grantor’s Property consisting of a non-exclusive easement (i) on that portion of the Property depicted and described on Exhibit “B” attached hereto (the “Easement Area”) for the purposes of facilitating the operation, sampling, inspection, repair, replacement and the subsequent decommissioning of the Monitoring Well and concrete pad area (collectively, the “Improvements”) and the performance of all of the Work, and (ii) for access on, in and across the Property (“Ingress/Egress Area”) for the purposes of facilitating the operation, sampling, inspection, repair, replacement and removal including the decommissioning of the Improvements for the Work; and

WHEREAS, Grantee, through its employees, consultants, contractors, subcontractors, agents, and representatives (collectively "Representatives"), intend to conduct the Work that is the subject of the easement; and

WHEREAS, Grantor and Grantee desire to record the termination of the Existing Easement effective as of the Expiration Date and Grantor wishes to grant Grantee and its Representatives a new easement on the Property in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of ten dollars (\$10.00), the mutual covenants, conditions and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant: The foregoing recitals are hereby incorporated by reference into the body of this Agreement. Grantor, on behalf of itself, its successors and assigns, does give, grant and convey to Grantee and its Representatives, successors and assigns, with general warranties of title, the easement.

2. Purpose; Nature of Grant; Covenants Running with the Land: It is the purpose of this instrument to convey to Grantee real property rights, which will run with the land, to facilitate the performance of Work on the Property. The covenants and obligations created by this Agreement shall run with, encumber and burden the Property, and shall be binding on the owner of the Property and its successors and assigns. Every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property has and shall be conclusively deemed to have consented and agreed to every covenant and condition in this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquires an interest in the Property.

3. Expiration: The Easement shall continue in force and effect for one year following an issuance by the Authority of a final written determination that the Work and post-remediation monitoring and clean-up relating to the Property has been completed and that the Easement is no longer required by Grantee ("Final Determination").

4. Restoration:

Upon Grantee's receipt of the Final Determination, Grantee shall remove the Improvements in a reasonably timely manner by Grantee from the Property, with the Easement Area reseeded with buffalo grass. Once the Improvements have been removed and the Easement Area is reseeded with buffalo grass, the Grantee shall record a termination and release of this Agreement.

5. General Covenant of Cooperation. Grantor agrees to reasonably cooperate with Grantee in the planning, permitting, performance and completion of all required or appropriate Work on or near the Property, and timely responding to any inquiries or requests for information and providing any temporary access to areas proximate or adjacent to the Easement Area as necessary or helpful to the use or exercise of the easement so long as such activity does not require damage to or removal of any existing building improvements upon the Grantor's Property or unreasonably interfere with the Grantor's commercial business use of the Property.

Grantor hereby covenants and agrees not to interfere with or damage in any manner the Improvements without the prior written consent of Grantee.

6. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, those rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.

7. Routine Access and Use: In the event the routine entering of the Property is required, Grantee will use reasonable efforts to provide notification (except in the event of an emergency where notice shall not be required), which may be oral or by electronic mail, to Grantor.

8. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this Agreement.

9. Insurance: At all times during the term of this Agreement, Grantee's contractor shall maintain (i) Workers Compensation insurance with statutory limits, as required by the State of Nebraska, (ii) Employer's Liability insurance with limits of no less than \$1,000,000 dollars per occurrence, (iii) Commercial General Liability insurance with limits of no less than \$2,000,000 dollars per occurrence covering liability for bodily injury and property damage, (iv) Automobile Liability insurance coverage with a limit of no less than \$1,000,000 dollars per accident, and (v) Excess or Umbrella Liability insurance coverage with a limit of no less than \$5,000,000 dollars per occurrence in excess of each of the above mentioned policies. All liability insurance policies shall name Grantor, its officers, directors, employees, affiliates, successors, and assigns, as additional insureds as its interest may appear on Grantee's contractors' liability policies. Grantee's contractor shall provide certificates of insurance reasonably acceptable to Grantor upon execution of this Agreement. Grantee shall waive all rights of subrogation against Grantor that it has under the foregoing policies.

10. Indemnification: Grantee shall be solely responsible for its and its Representatives performance of the Work and the payment of all expenses in connection therewith. Grantee shall indemnify and hold Grantor harmless from and against any types of mechanic's lien or other claim or cause of action for bodily injury or property damage against Grantor arising on account of the Work except to the extent resulting from Grantor's or its agents' negligence or willful misconduct.

11. Defaults; Enforcement:

(a) Defaults: Any party that commits a breach of any covenant, restriction, term or provision of this Agreement shall be considered to be in default under this Agreement if such party shall fail to cure such breach within thirty (30) days following written notice from an aggrieved party specifying such breach; provided, that if the nature of the particular breach reasonably requires more than thirty (30) days to cure, then such party shall not be considered to be in default of this Agreement if such party commences the cure of the breach within the foregoing thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(b) Remedies: Subject to the provisions of Section 11(d) below, in the event of any default of this Agreement as provided in Section 11(a) above, any aggrieved party shall

have the right to bring an action for specific performance and/or an injunction with respect to this Agreement or other legal process. Any of the parties shall be entitled to enforce the terms of this Agreement. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity. Notwithstanding any contrary provision of this Agreement, each of the parties hereby waives any right each such party may have to obtain consequential or punitive damages from the other party.

(c) Failure to Enforce Not a Waiver of Rights: The failure of any aggrieved party to enforce any covenant, condition, restriction or provision herein contained shall in no event be deemed to be a waiver of the right thereafter to do so or any subsequent breach of the same, nor of the right to enforce any other covenant, condition, restriction or provision set forth in this Agreement. A party shall be considered to have waived any rights hereunder only if such waiver shall be in writing.

(d) No Termination: Notwithstanding anything contained or implied in this Agreement to the contrary, in no event shall the remedies available hereunder for a default of this Agreement include termination of this Agreement. Each party waives any right under law, equity or otherwise, to terminate this Agreement.

(e) Force Majeure: Each party shall be excused from performing any obligation provided in this Agreement, except any obligation to pay any money (unless such payment is conditioned upon performance of an obligation or undertaking excused by this Section 11(e)), during any period during which the performance of such obligation is prevented or delayed by (i) an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, or inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the ordinary course on the open market; (ii) failure of normal transportation, strike, lockout, or action of labor unions; (iii) condemnation, requisition or order of governmental or civil or military authorities; or (iv) any other similar cause not within the reasonable control of such party (financial ability or negligence excepted). A party shall give notice of any such delay to the other party promptly upon obtaining actual knowledge of the occurrence of the event with respect to which such party intends to claim a permitted delay hereunder.

12. Grantor Representations: Grantor hereby represents and warrants to and with Grantee that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein or any rights thereto (including without limitation the Easement), that the Property is free and clear of encumbrances that would interfere with this Agreement, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

13. Notices: Except as provided in Section 7 hereof, any notice, demand, request, consent, approval, or communication ("Notice") that any party desires or is required to give to any other party shall be in writing, shall identify the address of the Property, and shall be given to the addresses noted below. Notice shall only be given in the manner set forth below and shall, for all purposes be deemed given and received only if given by a national overnight delivery service at the regular mail address of the party specified below, the day on which the notice is actually received by the party with proof of delivery; or if given by certified mail, return receipt

requested, postage prepaid at the regular mail address of the party specified below, on the day signed for as evidenced by the return receipt or if given by personal delivery, on the day signed for by an authorized representative of the recipient. If Notice is tendered under the provisions of this Agreement and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Agreement.

To Grantor: City of McCook  
[Please insert street mailing address]  
\_\_\_\_\_  
\_\_\_\_\_

To Grantee:  
Northrop Grumman Systems Corporation  
One Space Park, D2  
Redondo Beach, California 90245  
Attention: Corporate Real Estate – Legal Notices

with a copy to:  
Northrop Grumman Systems Corporation  
2980 Fairview Park Drive  
Falls Church, Virginia 22042  
Attention- Law Department- Real Estate Legal Notices

14. General provisions:

(a) Recordation. This Agreement shall be recorded in the office in McCook City and State of Nebraska.

(b) Controlling law: The interpretation and performance of this Agreement shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of Nebraska.

(c) Liberal construction: Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant to effect the purpose of this Agreement as an easement and the policy and purpose of applicable environmental laws. If any provision of this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(d) Severability: If any provision of this Agreement, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

(e) Entire Agreement: This Agreement sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein; provided that this Agreement shall not limit or waive in any way the obligations of Grantor under that Settlement Agreement and Release being entered into concurrent herewith.

(f) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(g) Successors: The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor," wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee," wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee under this Agreement are freely assignable, subject to the notice provisions hereof.

(h) Termination of Rights and Obligations: A party's rights and obligations under this Agreement terminate upon transfer of all of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions; Construction: The captions in this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall have no effect upon construction or interpretation. The language of this Agreement shall be construed simply, according to its fair meaning, so that the intention of the parties is carried out.

(j) Counterparts: The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(l) Attorneys' Fees. If any action or proceeding is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to all other damages, all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees, witness fees' and court costs, including any such costs upon appeal. The phrase "prevailing party" as used in this Section shall mean the party who receives substantially the relief desired whether by dismissal, summary judgment or otherwise.

(m) Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

TO HAVE AND TO HOLD unto the Grantee and its assigns forever.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed in its name.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

“Grantor”

By: \_\_\_\_\_  
Name:  
Its:

STATE OF

COUNTY OF

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me,  
Day Month Year

\_\_\_\_\_  
Name of Notary Public the undersigned Notary Public,

personally appeared \_\_\_\_\_,  
Name of Signer

proved to me through satisfactory evidence of identity, which was/were

\_\_\_\_\_  
Description of Evidence of Identity

to be the person whose name is signed on the preceding Easement Agreement, and acknowledged to me that he signed it voluntarily for its stated purpose as a person duly authorized by [Grantor Name].

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires \_\_\_\_\_

IN WITNESS WHEREOF, Grantee has cause this Agreement to be signed in its name.

Executed this \_\_\_\_\_, day of \_\_\_\_\_, 2021.

“Grantee”

NORTHROP GRUMMAN SYSTEMS CORPORATION,  
a Delaware corporation

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

Name: A.J. Paz

Its: Corporate Director of Real Estate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_,  
personally appeared **A.J. Paz**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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

**EXHIBIT "A"**

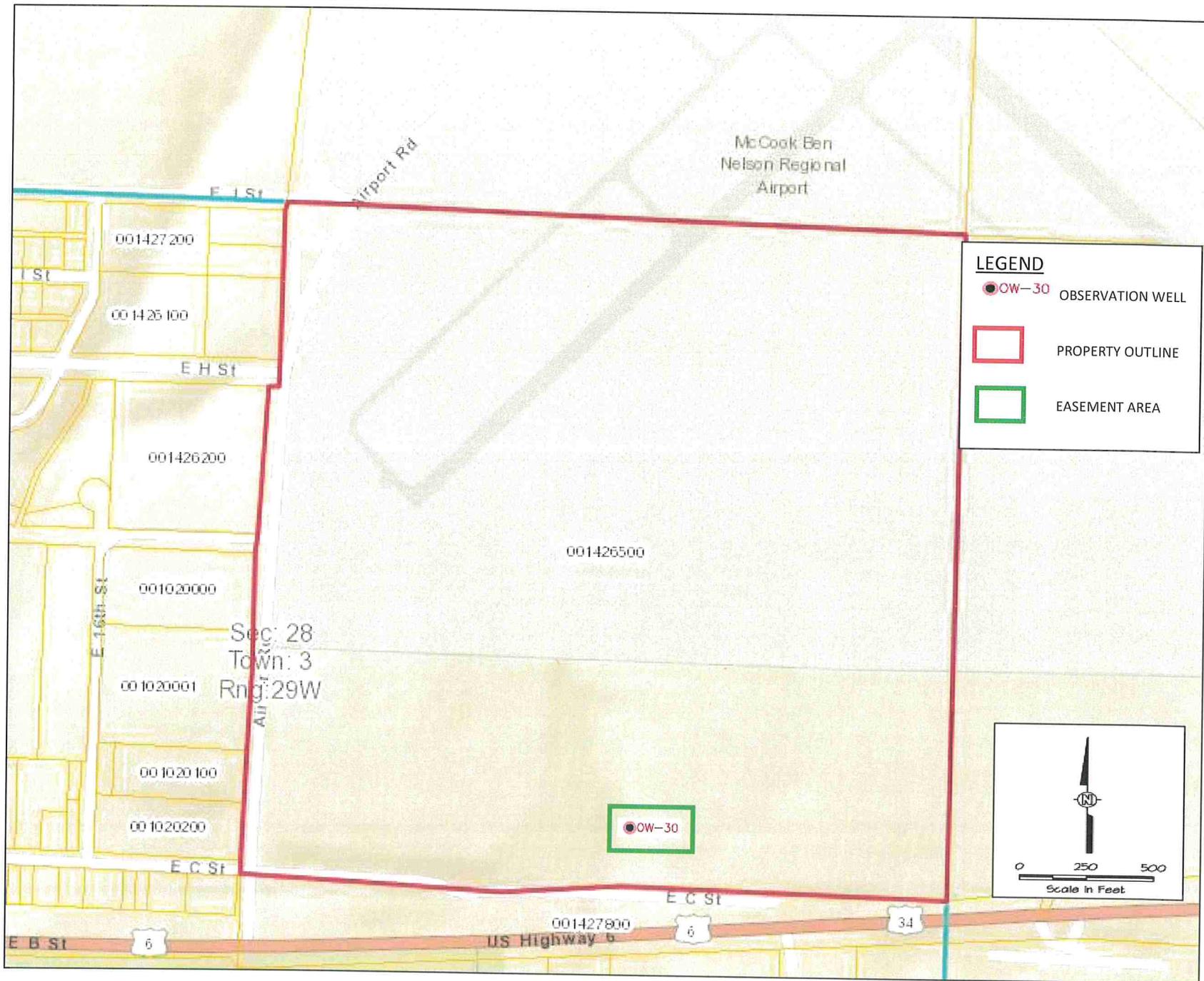
Legal Description of the Property

TO BE INSERTED

**EXHIBIT "B"**

Easement Area

**Exhibit B: City of McCook Airport Parcel Map**  
Parcel 001426500



## LICENSE AGREEMENT

WHEREAS, the City of McCook, Nebraska, owns and operates a municipal airport facility; and

WHEREAS, TRW Inc., an Ohio corporation, is involved in a long term operation of groundwater remediation in the vicinity of the former TRW Inc. manufacturing plant located on Airport Road, McCook, Nebraska; and

WHEREAS, TRW Inc. has this day entered into a Lease Agreement (the "Lease") with the City of McCook pursuant to which TRW Inc. has leased a site (the "tract") on the existing McCook Airport property for collection, holding and treatment of waters from the groundwater remediation project (the "Project") which encompasses the areas to the north and south of Highway 6/34; and

WHEREAS, it will be necessary for TRW Inc. to construct and operate on the tract two (2) to five (5) extraction wells for production of the water to be treated, the associated collection lines from extraction wells located to the north and south of Highway 6/34 to the treatment facility, and two (2) disposal lines from the treatment facility to a point continuing off the airport property with one connecting to the surface discharge that flows into Kelley Creek and the other connecting to the closest sanitary sewer hookup.

NOW, THEREFORE, TRW Inc. ("TRW") and the City of McCook (the "City"), Nebraska, agree as follows:

1. In consideration of the covenants and conditions set forth in the Lease, the City grants to TRW a license and easement to drill, construct, operate and maintain, initially, two (2) to, potentially, five (5) water extraction wells on the property described on Exhibit A hereto (the "Airport Property"). The number and specific location of such wells, will be determined by TRW in its sole discretion, subject to the provisions of Section 4 of this Agreement.

2. The City further grants to TRW a license and easement to construct, operate and maintain the associated collection lines from extraction wells (including, without limitations, wells installed pursuant to the license granted to TRW as stated in Section 1 above) located to the north and south of Highway 6/34 to the treatment facility. The number and specific location of such collection lines, and the timing for the installation of such collection lines, will be determined by TRW in its sole discretion, subject to the provisions of Section 4 of this Agreement.

3. The City further grants to TRW a license and easement to construct, operate and maintain two (2) additional lines for the purpose of disposing treated water from the treatment facility to a point continuing off the Airport Property with one connecting to the surface discharge that flows into Kelley creek and the other connecting to the closest sanitary sewer hookup. The specific location of such disposal lines, and the timing for the installation of such disposal lines, will be determined by TRW in its sole discretion, subject to the provisions of Section 4 of this Agreement.

## LICENSE AGREEMENT (Continued)

4. TRW will notify the City of the specific location (within the general area shown on Exhibit A) selected by TRW for each extraction well, collection line or disposal line to be installed by TRW under the license and easement granted under this Agreement. Such notice will be provided by TRW to the City not less than thirty (30) days in advance of the commencement of construction of each extraction well, collection line and disposal line, and if the City so requests, TRW will advise the City of the reasons for selecting the specific location therefor. The City shall have up to ten (10) days to review such request from TRW and shall inform TRW of the approval to proceed or the reason for rejection, provided, however, that the City shall not reject any location selected by TRW unless the City demonstrates, to TRW's reasonable satisfaction, that the installation of an extraction well, collection line or disposal line, as the case may be, at such location would cause material damage, or a significant risk of material damage, to the City. After the City has approved each such location, the City will execute and deliver to TRW such additional instruments and take such further actions as TRW may reasonably request to confirm the license and easement granted under this Agreement and to enable TRW to record such license and easement as to each extraction well, collection line and disposal line installed hereunder.

5. The term of this Agreement shall be for twenty (20) years from and after January 1, 1992 until January 1, 2012. This term shall be automatically extended for an additional ten (10) year term until January 1, 2022 on the same terms and conditions, and without further compensation, if the Project has not been completed by January 1, 2012. This Agreement shall then be reviewed and renewed by the City on a year-by-year basis after January 1, 2022, provided, however, that the City's approval of any further extension of this Agreement shall not be unreasonably withheld.

6. Should the Project permanently cease operations prior to the expiration of the term provided herein, the term of this Agreement shall expire without further action by either party on a date six (6) months after the cessation of the Project.

7. The extraction wells, collection lines and disposal lines provided for herein shall be used solely for the purpose of extracting and transporting groundwater for treatment and remediation by removal of TCE. The rights to construct, operate and maintain these facilities shall be limited to this purpose and this Agreement shall not constitute a general grant of authority to extract water or other substances from the City property for agricultural or commercial purposes.

8. All equipment and construction shall be completed to comply with all applicable Federal Aviation Administration, Nebraska State Department of Aeronautics, State Fire Marshal, Uniform Building Code, National Electric Code, and the McCook Zoning Ordinance rules and regulations, and all applicable clear zone easement restrictions. TRW shall have the responsibility to ensure its proposed structures and equipment comply with all applicable Federal, State and local regulations and requirements and any applicable clear zone height restrictions. All collection lines shall be buried at least four (4) feet below ground surface.

LICENSE AGREEMENT (Continued)

9. Within one (1) year after termination of the Lease or the permanent shutdown of the treatment system, whichever comes sooner, TRW shall plug and abandon the wells in compliance with all applicable Federal and State regulations and return the surface of the property to agricultural condition.

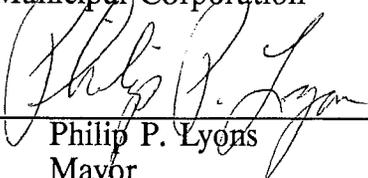
10. This license and easement shall not be assigned to any other party without the prior written consent of the City.

11. It is understood and agreed that this Agreement shall be subordinate to the provisions of the outstanding agreements between the City and the United States of America that are listed in Exhibit B attached hereto and that relate to the maintenance, operation, or development of the Airport. TRW agrees that the rights granted it hereunder shall not be exercised in a manner so as to interfere with the use, operation, maintenance, or development of the Airport except as and to the extent expressly set forth herein.

12. TRW shall carry its own casualty and liability insurance covering its operations and property located on the Airport Property. The City shall not be liable for damage to the property of TRW unless such damage is caused by the intentional misconduct or negligence of the City or its designated representatives. TRW agrees to indemnify and hold harmless the City against any claims, losses, damages, or expenses of third parties arising solely out of the operations of TRW on the Airport Property. TRW agrees to reimburse the City for damage arising solely out of the operations of TRW on the Airport Property.

City of McCook, Nebraska  
A Municipal Corporation

By

  
Philip P. Lyons  
Mayor

TRW Inc.  
An Ohio Corporation

By

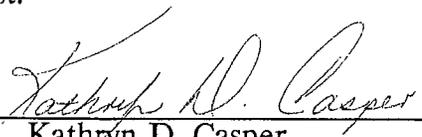
  
Joseph P. Kwan  
Project Manager

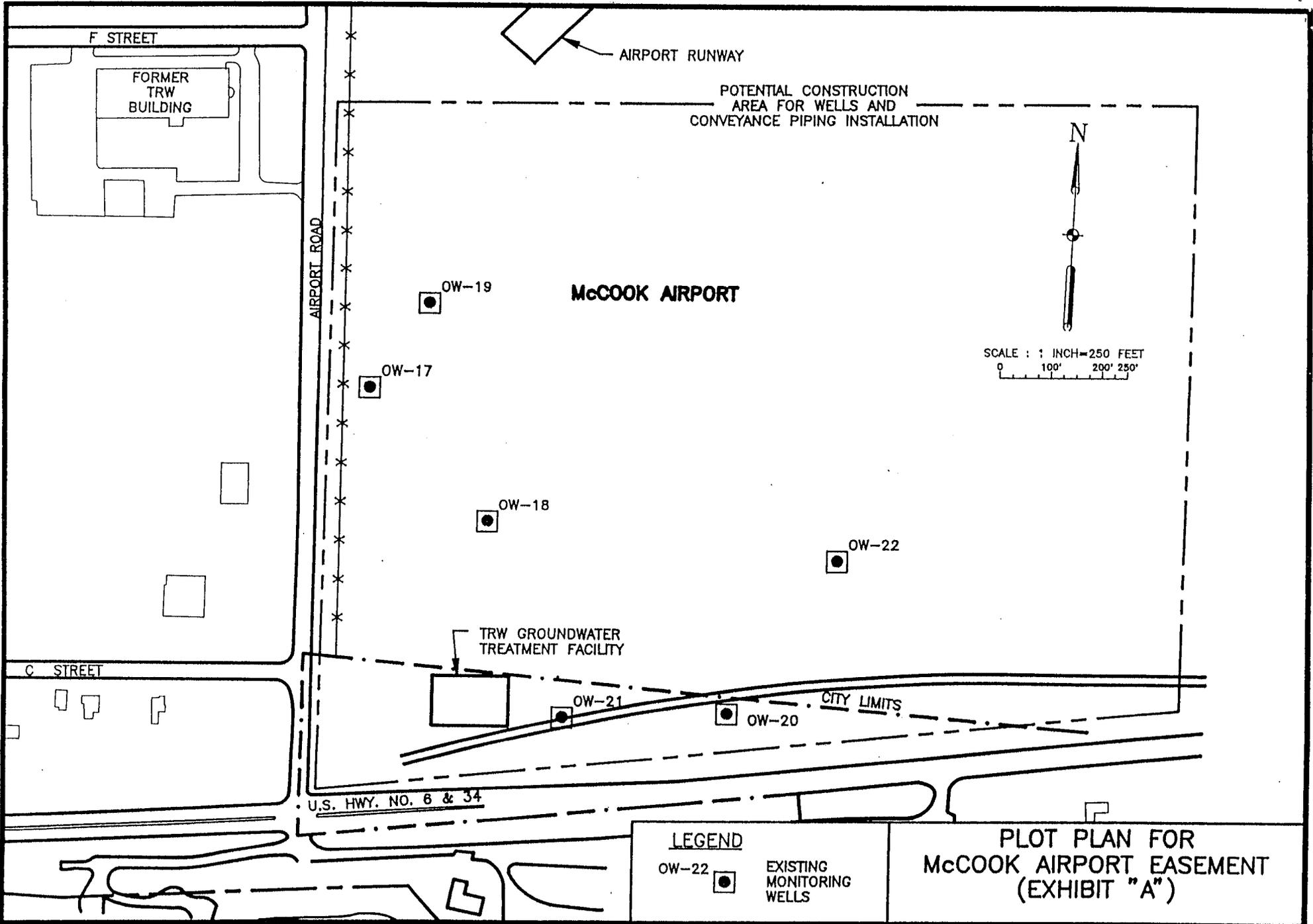
Date June 1, 1992

Date JUNE 11, 1992

Attest:

By

  
Kathryn D. Casper  
City Clerk



F STREET

FORMER TRW BUILDING

AIRPORT RUNWAY

POTENTIAL CONSTRUCTION AREA FOR WELLS AND CONVEYANCE PIPING INSTALLATION

AIRPORT ROAD

McCOOK AIRPORT

N

SCALE : 1 INCH = 250 FEET  
0 100' 200' 250'

OW-19

OW-17

OW-18

OW-22

TRW GROUNDWATER TREATMENT FACILITY

C STREET

OW-21

OW-20

CITY LIMITS

U.S. HWY. NO. 6 & 34

LEGEND

OW-22  EXISTING MONITORING WELLS

PLOT PLAN FOR McCOOK AIRPORT EASEMENT (EXHIBIT "A")

CITY MANAGER'S REPORT  
NOVEMBER 15, 2021 CITY COUNCIL MEETING

**ITEM: 2.H.**

**RECOMMENDATION:**

APPROVE AN AGREEMENT IN THE AMOUNT OF \$91,000 BETWEEN THE CITY OF MCCOOK WATER DEPARTMENT AND ESC ENGINEERING OF FORT COLLINS, COLORADO TO UPDATE SCADA EQUIPMENT THAT CONTROLS THE DRINKING WATER WELLS.

**BACKGROUND:**

The current Water Well control package is comprised of 10 Phoenix Contact transmitters/receivers and Rockwell Automation SLC-505 Controllers. It is one part of the System Control And Data Acquisition (SCADA) System that collects information from many points in the Drinking Water Plant. The well control package and much of the SCADA System is original to the Drinking Water Treatment Plant (2006). Rockwell is phasing out the SLC-500 series. The SLC-501, SLC-502 & SLC-503 are already out-of-service. We use the SLC-505, which are still available, but at the end of the production run and will be phased out over the next few years.

ESC has provided 2 options for us to consider. The first listed as Option 2, updates the radios, antennae and remote I/O (input/output) cards at the wells. Option 3 uses a small PLC (programmable logic controller) at the well sites instead of the I/O cards. Staff feels that the Option 3 provides the best long term and most flexible solution.

This capital project will see the well control part of the system updated and upgraded with new CompactLogix Remote I/O and Ethernet communication radios and antennas at the plant and wells. The current Rockwell Automation SLC-500 will be replaced by a Rockwell Automation CompactLogix PLC. The new equipment and its associated software does the same job and will allow for future expansion to control the wells from the well sites if the need arises.

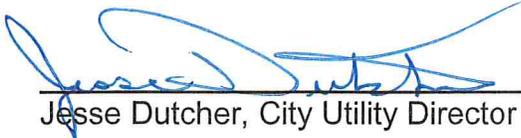
The Water Department has worked with an Altoona, Iowa company that did the original installation of the well controls. Several times since 2020 we have requested a list of equipment and a quote to update our well controls. To date, we have not gotten a valid response. I do understand their reluctance, it is an 8 hour trip and we are out of their trade territory.

ESC on the other hand responded quickly. They have other customers in the area that provided good comments regarding their work. They also have years of experience with SCADA controls for water systems and electrical generation. Another factor, Fort Collins is 250 miles away instead of 432. The price is within budget and establishing a relationship now will help in the future as more components of the SCADA System need to be updated.

**FISCAL IMPACT: None**

Water budget 70-053-84685 (system controls \$45,000) (Pump SCADA \$70,000)

**APPROVALS:**

  
\_\_\_\_\_  
Jesse Dutcher, City Utility Director

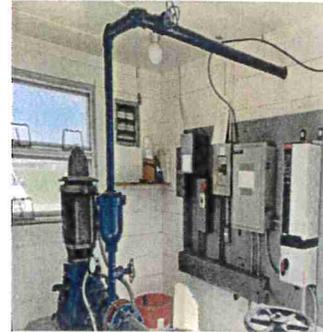
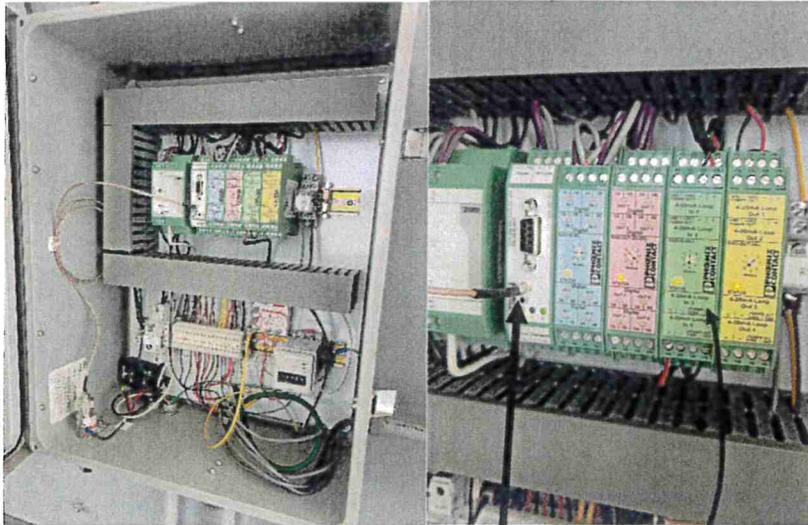
Date: 11/10/2021

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

Date: 11/10/2021

Well Site Control

closeup well controls



Transmitter/Receiver & Input/Output cards



Well Control Panel at WTP

PROFESSIONAL ENGINEERING SERVICES PROPOSAL  
FOR  
MCCOOK PLC AND WELL SITE I/O UPGRADE

Prepared For  
CITY OF MCCOOK

AUGUST 2021

Prepared By



JOHN F. KENNEDY PKWY  
FORT COLLINS, COLORADO 80525  
970-224-9100

Chk'd	<u>KLD</u>	<u>8/25/21</u>
	Initials	Date
Apprv'd	<u>MJS</u>	<u>8/25</u>
	Initials	Date
Apprv'd	<u>[Signature]</u>	<u>08.25.21</u>
	Initials	Date



August 25, 2021

RE: B.C. – Proposal

Jesse Dutcher  
Utility Director  
City of McCook  
505 W. C St.  
McCook, NE 69001

Subject: *Professional Engineering Services Proposal for the McCook PLC and Well Site I/O Upgrade*

Dear Jesse:

ESC Engineering Inc. (ESC) is pleased to submit the following proposal for the PLC Well Site I/O Upgrade for the City of McCook (McCook). The following response is based on your request and ESC's understanding of the project requirements.

If awarded the project, ESC will provide our best talent, leverage our past experiences, and apply our collective expertise in support of your project initiatives. We aim to maintain a relationship with McCook in serving your needs – both as an engineering design services partner and a long-term advisor to you and your team.

We are confident our experience and track record make us fully prepared to successfully deliver your project while providing McCook with foresight to help utilize your engineering investments.

Thank you for the opportunity to provide a proposal for this project. We look forward to further exploration of your upcoming initiatives and the opportunity to apply our experience and talents to the McCook project team.

Sincerely,  
ESC ENGINEERING, INC.

A handwritten signature in blue ink that reads 'Michael Schwener /ks'.

Michael Schwener  
Systems Analyst / Programmer  
Controls and Automation

MS/ks

## OPTION 2: SLC-500 UPGRADE, NEW RADIOS AND ANTENNAE, AND REMOTE I/O AT WELL SITES

---

### SCOPE

- A. Engineering
  - 1. One (1) day on site to perform the initial investigation and gather PLC program, HMI application, and other applicable files.
  - 2. Convert the existing SLC-500 logic to RSLogix-5000 for use in the new CompactLogix PLC (keeping existing functionality).
  - 3. Update the existing PanelView application to communicate with the new CompactLogix PLC.
  - 4. Update the existing Jetco SLC-500 panel and the existing Typical Well Wiring drawings.
    - a. If the original CAD files are not available, redline drawings will be provided.
  - 5. Procure PLC and radio hardware.
  
- B. Installation
  - 1. Replace the existing SLC-500 with a CompactLogix 5069-L320ER PLC (including I/O) using a SLC-500 to CompactLogix conversion kit (allows for the PLC upgrade without disconnecting any existing I/O wiring).
  - 2. Replace the existing Phoenix Contact radio in the Jetco SLC-500 with GE MDS Orbit 900 MHz (Unlicensed) Ethernet radio.
  - 3. Replace the existing radio antenna at the plant with a 900 MHz, 5dB, Omni Antenna, including all necessary appurtenances (coax cable, connectors, lightning suppression, etc.).
  - 4. Replace the existing Phoenix Contact I/O radios with the CompactLogix Remote I/O and Ethernet communication adapter (nine (9) well sites):
    - a. Well site Remote I/O to communicate with the PLC at the plant via the new Ethernet radios.
    - b. *NOTE:* The scope and cost of the I/O replacement is based on using the existing well site I/O enclosures. If during the design phase it is discovered that the existing enclosures will not be suitable for the upgrade, different enclosures may be needed, which would be beyond the scope and cost outlined here.
  - 5. Wiring the existing well site I/O to the new CompactLogix Remote I/O (nine (9) well sites).
  - 6. Install the new GE MDS Orbit 900 MHz (Unlicensed) Ethernet radios at the nine (9) well sites.
  - 7. Replace the existing radio antenna at nine (9) well sites with a 900 MHz, 9dB, Yagi Antenna, including all necessary appurtenances (coax cable, connectors, lightning suppression, etc.).
  
- C. Commissioning
  - 1. Two (2) days on site by an ESC engineer:
    - a. Download new PLC program and PanelView application at the plant.
    - b. Perform I/O checks on the plant and well site I/O.
    - c. Perform functional checks on the system to ensure the existing functionality has been maintained.
  - 2. Work by others (cost included in scope of work):
    - a. Radio Installation and configuration, by radio supplier.
    - b. PLC and I/O replacement/wiring, by local electrician.



**OPTION 2 COST ESTIMATE**

Scope Item	Cost Estimate
Hardware	\$56,800
ESC Labor / Expenses	\$18,900
Installation	\$7,900
<b>Total</b>	<b>\$83,600</b>

**OPTION 2 PROPOSAL ACCEPTANCE**

Completing and signing the following indicates acceptance of **Option 2 (SLC-500 Upgrade, New Radios and Antennae, and Remote I/O at Well Sites)** of this proposal for professional engineering services. Only sign the acceptance page of the option you would like to accept.

Please return a signed copy of the proposal via email to [mschwener@thinkesc.com](mailto:mschwener@thinkesc.com).

Client: _____	Firm: <u>ESC Engineering, Inc.</u>
Signature: _____	Signature: _____
Name: _____	Name: <u>Michael Schwener</u>
Title: _____	Title: <u>Systems Analyst / Programmer</u>
Date: _____	Date: _____

## OPTION 3: SLC-500 UPGRADE, NEW RADIOS AND ANTENNAE, AND SMALL PLC AT WELL SITES

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### SCOPE

- A. Engineering
  - 1. One (1) day on site to perform the initial investigation and gather the PLC program, HMI application, and other applicable files.
  - 2. Convert the existing SLC-500 logic to RSLogix-5000 for use in the new CompactLogix PLC (keeping existing functionality).
  - 3. Update the existing PanelView application to communicate with the new CompactLogix PLC.
  - 4. Develop a typical PLC program for well site PLCs and duplicate for each of the nine (9) well sites.
    - a. **NOTE: Well site PLC programs will be configured to pass the well site I/O through to the main PLC at the plant without any additional logic. The addition of the logic to the well site PLCs to allow for automatic control in the event of a communications loss is excluded from this scope of work (it can be provided as an option now or in the future as a separate project).**
  - 5. Update the existing Jetco SLC-500 panel and the existing Typical Well Wiring drawings.
    - a. If the original CAD files are not available redline, drawings will be provided.
  - 6. Procure PLC and radio hardware.
- B. Installation
  - 1. Replace the existing SLC-500 with a CompactLogix 5069-L320ER PLC (including I/O) using a SLC-500 to CompactLogix conversion kit (allows for the PLC upgrade without disconnecting any existing I/O wiring).
  - 2. Replace the existing Phoenix Contact radio in the Jetco SLC-500 with GE MDS Orbit 900 MHz (Unlicensed) Ethernet radio.
  - 3. Replace the existing radio antenna at the plant with a 900 MHz, 5dB, Omni Antenna, including all necessary appurtenances (coax cable, connectors, lightning suppression, etc.).
  - 4. Replace the existing Phoenix Contact I/O radios at the nine (9) well sites with CompactLogix 5069-L306ER PLC (including I/O):
    - a. Well site PLC to communicate with main PLC at Plant via new ethernet radios
    - b. **NOTE: The scope and cost of the of the I/O replacement is based on using the existing well site I/O enclosures, if during the design phase it is discovered that the existing enclosures will not be suitable for the upgrade, different enclosure may be needed which would be beyond the scope and cost outlined here.**
  - 5. Wiring the existing well site I/O to new CompactLogix PLC I/O (nine (9) well sites)
  - 6. Install new GE MDS Orbit 900 MHz (Unlicensed) Ethernet Radios at the nine (9) well sites.
  - 7. Replace the existing radio antenna at the nine (9) well sites with a 900 MHz, 9dB, Yagi Antenna, including all necessary appurtenances (coax cable, connectors, lightning suppression, etc.).
- C. Commissioning
  - 1. Three (3) days on site by an ESC engineer:
    - a. Download the new PLC program and PanelView application at the plant.
    - b. Download the new PLC program to each well site PLC.
    - c. Perform I/O checks on the plant and well site I/O.
    - d. Verify correct I/O data communication between the main plant PLC and the well site PLCs.



- e. Perform functional checks on the system to ensure the existing functionality has been maintained.
- 2. Work by others (cost included in scope of work)
  - a. Radio Installation and configuration, by radio supplier.
  - b. PLC and I/O replacement/wiring, by local electrician.

**OPTION 3 COST ESTIMATE**

Scope Item	Cost Estimate
Hardware	\$60,100
ESC Labor / Expenses	\$23,000
Installation	\$7,900
<b>Total</b>	<b>\$91,000</b>

**OPTION 3 PROPOSAL ACCEPTANCE**

Completing and signing the following indicates acceptance of **Option 3 (SLC-500 Upgrade, New Radios and Antennae, and Small PLC at Well Sites)** of this proposal for professional engineering services. Only sign the acceptance page of the option you would like to accept.

Please return a signed copy of the proposal via email to [mschwener@thinkesc.com](mailto:mschwener@thinkesc.com).

Client: _____	Firm: <u>ESC Engineering, Inc.</u>
Signature: _____	Signature: _____
Name: _____	Name: <u>Michael Schwener</u>
Title: _____	Title: <u>Systems Analyst / Programmer</u>
Date: _____	Date: _____

**CITY MANAGER'S REPORT  
NOVEMBER 15, 2021 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 3-A.** Issue an order directing the Building Inspector to remedy the unsafe condition and/or demolish the unsafe building located at 1507 East C Street.

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**BACKGROUND:**

In December of 2020 the residential property at 1507 East C Street was destroyed in a fire. On December 16, 2020 a Notice of Unsafe Building was mailed to the co-property owners, those people being: Jerry Neiman, Michael Neiman, and Benjamin Neiman. The Notice of Unsafe Building was recorded with the Red Willow County Register of Deeds on December 28, 2020. Pursuant to the Notice of Unsafe Building, the co-property owners were notified that they were to remedy the condition or demolish the building within 60 days from the date of receipt of the Notice of Unsafe Building. The co-property owners were also notified that they could appeal the determination by filing with the City Clerk within 10 days of receipt of the Notice. No appeal was filed by the co-owners.

Staff had been informed by the co-owners that they were taking steps to remedy the unsafe conditions. In February of 2021, the co-owners requested an extension of time to remedy the unsafe conditions. At the time, the co-owners were actively working with the City of McCook to remediate the issue. On February 9, 2021, the City of McCook extended the time to complete the work.

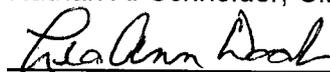
Since that time, the property owner(s) have had little communication with City Staff. In June and July, the Building Inspector and City Manager contacted Jerry Neiman to determine the status of the demolition work. Mr. Neiman informed them that he was working with his insurance company. Staff discovered that in August of 2021, the property was conveyed by the co-owners to Jerry Neiman solely. The City Manager recently spoke with Jerry Neiman and informed him that City Staff was requesting an order from the City Council, directing the Building Inspector to remedy the unsafe condition and/or demolish the unsafe building located at 1507 East C Street. The City Council has the authority to issue the order pursuant to the City of McCook Code of Ordinances, Chapter 150.304(D). Staff informed Mr. Neiman that the preference was for him to remedy the problem himself, however, due to the lack of progress on his part, an Order was necessary to allow the City of McCook to commence action if needed.

**APPROVALS:**

  
\_\_\_\_\_

Nathan A. Schneider, City Manager

November 10, 2021

  
\_\_\_\_\_

Lea Ann Doak, City Clerk

November 10, 2021



City of McCook Building & Zoning Department  
PO Box 1059 • 505 West C Street  
McCook, NE 69001  
(308) 345-2022 • (308) 345-1461 fax  
[bldginsp@cityofmccook.com](mailto:bldginsp@cityofmccook.com)  
[www.cityofmccook.com](http://www.cityofmccook.com)

## Unsafe Structures Inspection Checklist and Report

Street Address: 1507 E. C St. Date of Inspection: 11-5-21

Owner(s): Jerry Neiman Time of Inspection: \_\_\_\_\_

Legal Description: Misc. McCook

### Premises

Yards Excessive debris

Fences Wood fence is dilapidated, chain link appears adequate

Sidewalks NA

Drives Adequate

Drainage NA

Garbage & Refuse NA

Infestation Open structure invites possible infestation

### Structures or Dwellings

Basement or Cellar Water damage, debris, possible mold

Ceilings Extreme damage

Floors Extreme damage

Foundations Unable to view due to debris and not allowed access to property

Porches Extreme damage

Roof Extreme damage

Sewage & Waste Disposal Unable

Structures or Dwellings cont'd

Awnings, Signs, Marquees NA  
Stairways Extreme damage  
Structural Members Extreme damage  
Toilets & Lavatories Unusable  
Walls, Exterior Extreme damage  
Walls, Interior Extreme damage  
Windows Broken, unsecured

Additional Findings/Notes:

Structure damage is beyond 50% repairable.

Building Inspector Barry M. Woney

Date 11-5-21

12/11/2020 10:56:13 AM



City of McCook Fire Department  
PO Box 1059 – 505 West C Street  
McCook, Nebraska 69001 – 1059  
firechief@cityofmccook.com



Marc A. Harpham, Fire/EMS Chief  
Phone: (308) 345-5710 Ext. 324  
Fax: (308) 345-5673  
Mobile: (308) 340-3437

The McCook Fire Department is committed to providing the highest quality of Fire, Rescue and Emergency Medical Service to any who may seek our help.

We will do this with PRIDE, INTEGRITY, KNOWLEDGE and RESPECT

### WRITTEN STATEMENT OF UNSAFE PROPERTY

**DATE:** DECEMBER 16, 2020

**TO:** LEA ANN DOAK  
CITY CLERK

**FROM:** MARC A. HARPAM  
FIRE/EMS CHIEF

**RE:** UNSAFE PROPERTY WRITTEN NOTICE

---

Please be advised that the following property meets or exceeds the definition of an unsafe building as defined in the City of McCook Code of Ordinances, § 150.304  
DETERMINATION AND NOTICE:

Parcel ID: 001427400

Legal Description: 0.3 29 MISC MCCOOK 28-3-29 PT SE/4NW .50 ACRES

Address: 1507 EAST C STREET

Owner: NEIMAN/JERRY D & MICHAEL A & BENJAMIN E NEIMAN

As the result of a structure fire in a residential structure located on the property, the above mentioned structure has been determined to have been damaged beyond 50% and poses a hazard due to the potential of collapse and unsecured walls, floors, and other parts of the structure.

Signatures:

  
\_\_\_\_\_  
Marc A. Harpham, Fire Chief

16 DEC 2020  
Date

  
\_\_\_\_\_  
Barry Mooney, Building Inspector

12-16-2020  
Date

(Neb. RS 16-234) (Prior Code, § 9-801) (Ord. 2009-2822, passed 3-16-2009; Ord. 2016-2928, passed 5-16-2016; Ord. 2020-2996, passed 2-17-2020)

**Statutory reference:**

*Authority, see Neb. RS 16-234*

**§ 150.302 PROHIBITION AGAINST UNSAFE BUILDINGS.**

It shall be unlawful to maintain or permit the existence of any unsafe building in the municipality and it shall be unlawful for the owner, occupant, or person in custody of any dangerous building to permit the same to remain in an unsafe condition or to occupy the building or permit it to be occupied while it is in an unsafe condition.

(Prior Code, § 9-802) (Ord. 2016-2928, passed 5-16-2016; Ord. 2020-2996, passed 2-17-2020) Penalty, see § 150.999

**Statutory reference:**

*Authority, see Neb. RS 16-234*

**§ 150.304 DETERMINATION AND NOTICE.**

(A) Whenever the Building Inspector, the Fire Official, the Health Official, or the City Council shall be of the opinion that any building, mobile home, or structure in the municipality is an unsafe building, he or she shall file a written statement to this effect with the City Clerk. The City Clerk shall thereupon cause the property to be posted accordingly, and shall file a copy of the determination in the office of the County Register of Deeds, and shall serve written notice upon the owner thereof, and upon the occupant thereof, if any, by certified mail or by personal service. The notice shall state that the building has been declared to be in an unsafe condition, and that the condition(s) must be remedied within 60 days from the date of receipt.

(B) Consideration shall include, but not be limited to, the following standards in determining whether an unsafe building or public nuisance shall be repaired, altered, rehabilitated, demolished or removed per the inspection and recommendation of the Building Inspector:

(1) If the building, mobile home, or other structure or any part thereof can reasonably be repaired, altered, or rehabilitated so that it will no longer exist in violation of the city code or Building Code, as amended and adopted, it shall be ordered repaired, altered, or rehabilitated.

(2) If the building, mobile home, or the structure or any part thereof is in such condition that it cannot reasonably be repaired so that it will no longer exist in violation of the city code or Building Code, as amended and adopted, it shall be ordered demolished or removed.

(3) In any case where a building, mobile home, or other structure or any part thereof is 50% damaged, decayed or deteriorated from its original value or structure, it shall be demolished and removed.

(4) In any case where a building, mobile home, or other structure or any part thereof is a fire hazard existing in violation of the city code or Building Code as amended or adopted, or the state statutes, including but not limited to the Life Safety Code, it shall be demolished or removed.

(C) The 60 day notice may be in the following terms:

To \_\_\_\_\_ (owner-occupant of premises) of the premise known and described as \_\_\_\_\_

You are hereby notified that \_\_\_\_\_ (describe building) on the premises above mentioned has been determined to be an unsafe building and a nuisance after inspection by \_\_\_\_\_. The causes for this decision are \_\_\_\_\_ (here insert the facts as to the dangerous condition).

You must remedy this condition or demolish the building within 60 days from the date of receipt of this notice or the municipality will proceed to do so. Appeal of this determination may be made to the Building and Housing Code Advisory and Appeals Board, by filing with the City Clerk within ten days from the date of receipt of this notice a request for a hearing.

(D) If the person receiving the notice has not complied therewith within 60 days from the date of receipt of the notice or taken an appeal from the determination of the officer or employee finding that a dangerous building exists within ten days from the time when this notice is served upon the person by personal service or certified mail, the Building Inspector may, after the 60 day time period has expired, upon orders of the City Council, proceed to remedy the condition or demolish the unsafe building.

(Prior Code, § 9-803) (Ord. 97-2382, passed 7-7-1997; Ord. 2009-2823, passed 4-6-2009; Ord. 2016-2928, passed 5-16-2016; Ord. 2020-2996, passed 2-17-2020)

**§ 150.306 HEARING; APPEAL OF DECISION.**

(A) Upon receiving the notice to repair or demolish the building, the owner of the building, within ten days of the receipt of the notice, may in writing to the City Clerk request a hearing before the Building and Housing Code Advisory and Appeals Board, to present reasons why the building should not be repaired or demolished. The Building and Housing Code Advisory and Appeals Board shall grant the hearing within ten days from the date of receiving the request. A written notice of the Building and Housing Code Advisory and Appeals Board's decision following the hearing shall be sent to the property owner by certified mail. If the Building and Housing Code Advisory and Appeals Board rejects the appeal, the owner shall have 60 days from the sending of the decision to remedy the condition or demolish the building. If, after the 60-day period, the owner has not remedied the condition or demolished the building, the Building Inspector shall proceed to cause the work to be done.

(B) The property owner may appeal the decision of the Building and Housing Code Advisory and Appeals Board to the City Council if done in writing within seven days of the receipt of the decision of the Building and Housing Code Advisory and Appeals Board by filing the same with the City Clerk. A hearing shall be held before the City Council within ten days of the receipt of the notice of appeal by the property owner. Written notice of the City Council's decision following the hearing shall be sent to the property owner by certified mail.

(C) If the City Council rejects the appeal of the property owner, the owner shall have 60 days from the sending of the decision to remedy the condition or demolish the building. If, after the 60-day period, the owner has not remedied the condition or demolished the building, the Building Inspector shall proceed to cause the work to be done.

(D) The property owner may appeal the decision to the appropriate court for adjudication during which proceedings the decision of the City Council shall be stayed.

(Prior Code, § 9-804) (Ord. 97-2382, passed 7-7-1997; Ord. 2016-2928, passed 5-16-2016; Ord. 2020-2996, passed 2-17-2020)

**§ 150.308 SPECIAL ASSESSMENTS.**

(A) In case the owner of any building or structure shall fail, neglect, or refuse to comply with notice by or on behalf of the municipality to repair, rehabilitate, or demolish and remove a building or structure which is unsafe and a public nuisance, the municipality may proceed with the work specified in the notice to the property owner. A statement of the cost of the work shall be transmitted to the City Council.

(B) The City Council may:

(1) Levy the cost as a special assessment against the lot or real estate upon which the building or structure is located. The special assessment shall be a lien on the real estate and shall be collected in the manner provided for special assessments; or

(2) Collect the cost from the owner of the building or structure and enforce the collection by a civil action in any court of competent jurisdiction.

(Prior Code, § 9-805) (Ord. 97-2382, passed 7-7-1997; Ord. 2016-2928, passed 5-16-2016; Ord. 2020-2996, passed 2-17-2020)

## UNSAFE BUILDINGS INSTRUCTIONS

### DETERMINATION AND NOTICE (see § 150.047)

- Whenever the **Building Inspector**, the **Fire Official**, the **Health Official**, or the governing body shall be of the opinion that any building, mobile home, or structure in the municipality is an unsafe building, he or she shall **file a written statement to this effect with the City Clerk**.
- The **Clerk** shall prepare a Notice (see Exhibit "A" attached)
- The **Clerk** shall cause the property to be posted accordingly (see Exhibit "B" attached)
- The **Clerk** shall file a copy of the determination in the office of the County Register of Deeds
- The **Clerk** shall serve written notice upon the owner and upon the occupant thereof, if any, by certified mail or by personal service. (See Exhibit "C" attached) Copy of Unsafe Buildings Code in file or pdf copy in Word Perfect
- Calendar 60 days from the date of the receipt of the notice
- If the person receiving the notice has not complied within 60 days from the date of receipt of the notice or taken an appeal from the determination of the officer or employee finding that a dangerous building exists within ten days from the time when this notice is served upon the person by personal service or certified mail, the Building Inspector may, after the 60 day time period has expired, *upon orders of the governing body*, proceed to remedy the condition or demolish the unsafe building.

### HEARING; APPEAL OF DECISION (see § 150.048)

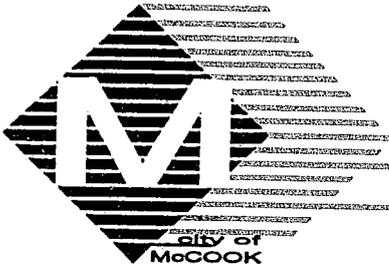
(A) Upon receiving the notice to repair or demolish the building, the owner of the building, within ten days of the receipt of the notice, may in writing to the City Clerk request a hearing before the Building Advisory and Appeals Board, to present reasons why the building should not be repaired or demolished. The Building Advisory and Appeals Board shall grant the hearing within ten days from the date of receiving the request. A written notice of the Building Advisory and Appeals Board's decision following the hearing shall be sent to the property owner by certified mail. If the Building Advisory and Appeals Board rejects the appeal, the owner shall have 60 days from the sending of the decision to remedy the condition or demolish the building. If, after the 60-day period, the owner has not remedied the condition or demolished the building, the Building Inspector shall proceed to cause the work to be done.

(B) The property owner may appeal the decision of the Building Advisory and Appeals Board to the governing body if done in writing within seven days of the receipt of the decision of the Building Advisory and Appeals Board by filing the same with the City Clerk. A hearing shall be

held before the governing body within ten days of the receipt of the notice of appeal by the property owner. Written notice of the governing body's decision following the hearing shall be sent to the property owner by certified mail.

(C) If the governing body rejects the appeal of the property owner, the owner shall have 60 days from the sending of the decision to remedy the condition or demolish the building. If, after the 60-day period, the owner has not remedied the condition or demolished the building, the Building Inspector shall proceed to cause the work to be done.

(D) The property owner may appeal the decision to the appropriate court for adjudication during which proceedings the decision of the governing body shall be stayed.



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



December 16, 2020

Jerry D. Neiman  
Michael A. & Benjamin E. Neiman  
1507 East "C" Street  
McCook NE 69001

CERTIFIED MAIL  
#7017 1070 0000 7840 7744

RE: Unsafe Building Notice

Pursuant to City of McCook Code of Ordinances, § 150.300 (enclosed for your reference), the structure located at 1507 East "C" "A" Street, McCook, has been determined to be unsafe by City of McCook Fire/EMS Chief Marc Harpham and Building Inspector Barry Mooney.

Enclosed is a copy of the Notice of Unsafe Buildings. Please have the structure at 1507 East "C" Street remedied or demolished within 60 days. If you wish to appeal this determination, you must notify the City Clerk in writing within 10 days from the receipt of this notice.

If you have any questions concerning this notice, please feel free to contact us.

Sincerely,

Lea Ann Doak  
City Clerk

Enclosures

Recorded December 28, 2020, 10:45 A.M.

Inst. No. 2020-02200

Fees: \$ 10.00 Pages 1

Tracy A. Burkey  
Register of Deeds, Red Willow County, NE

TOP PORTION FOR USE BY THE OFFICE OF THE REGISTER OF DEEDS ONLY

After Recording Return to:

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

**NOTICE OF UNSAFE BUILDINGS**

To Jerry D. Neiman & Michael A. & Benjamin E. Neiman, owners of the premise known and described as:

Commencing at a point in the extension east of the south line of Lot Seven (7) Block Twenty-two (22), Browns Park Addition to the City of McCook in Red Willow County, which is 478.20 feet east of the southeast corner of said Lot Seven (7); thence east one hundred (100) feet; thence north one hundred fifty (150) feet at right angles and parallel to the east line of said Block Twenty-two (22); thence west at right angles one hundred (100) feet; thence south at right angles one hundred fifty (150) feet to the place of beginning, being part of Section Twenty-eight (28) in township Three (3), North, Range Twenty-nine (29) West of the Sixth Principal Meridian, (Parcel ID 001427400, Address: 1507 East "C" Street)

You are hereby notified that the residential structure on the premises above mentioned has been determined to be an unsafe building and a nuisance by Marc Harpham, City of McCook Fire/EMS Chief and Barry Mooney, City of McCook Building Inspector. The causes for this decision are:

As a result of a structure fire in a residential structure located on the property, the above mentioned structure has been determined to have been damaged beyond fifty percent (50%) and poses a hazard due to the potential of collapse and unsecured walls, floors, and other parts of the structure.

You must remedy this condition or demolish the building within sixty (60) days from the date of receipt of this notice or the Municipality will proceed to do so at owners expense. Appeal of this determination may be made to the Building Advisory and Appeals Board, by filing with the Municipal Clerk within ten (10) days from the date of receipt of this notice a request for a hearing. **SEE SECTION 150.306 OF THE CITY OF MCCOOK CODE ORDINANCES REFERENCE THIS NOTICE.**

DATE: December 28, 2020.

Lea Ann Doak

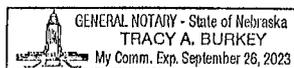
Lea Ann Doak, City Clerk

**Acknowledgement**

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF RED WILLOW    )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of December, 2020 by Lea Ann Doak, City of McCook, City Clerk.

Tracy A. Burkey  
Notary Public





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



February 9, 2021

Jerry D. Neiman  
1507 East "C" Street  
McCook NE 69001

CERTIFIED MAIL  
#7020 0640 0000 3495 6316

Benjamin E. & Michael Neiman  
1003 East "D" Street  
McCook NE 69001

CERTIFIED MAIL  
#7020 0640 0000 3495 6323

RE: Extension of Unsafe Building Notice

Your request for an extension of the 60 day requirement for demolition of the unsafe structure located at 1507 East "C" Street, McCook, Nebraska will be honored due to the fact that you are actively working with your insurance company and two demolition companies for demolition of the structure. We ask that you provide updates to City of McCook Building Inspector Barry Mooney regarding your progress. You may reach Mr. Mooney at 345-2022, extension 232.

If you have any questions concerning this notice, please feel free to contact us.

Sincerely,

Lea Ann Doak  
City Clerk

**CITY MANAGER'S REPORT  
NOVEMBER 15, 2021 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 3.B.** Determine whether to issue a temporary, six month camping permit to Betty Kenner and Ronald Scharf.

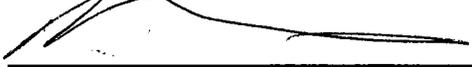
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**BACKGROUND:**

Lea Ann Doak, McCook City Clerk, has received a request for the issuance of a temporary permit to park a camper for residential purposes at 311 East 5<sup>th</sup> Street for a period of six months. The request is from Betty Kenner, the property owner, and Ronald Scharf, a contractor working on the property. The applicants attest that the house at 311 East 5<sup>th</sup> Street is in the process of being renovated. The residence is in need of extensive reconstruction. The residential structure is currently unoccupied and Ronald Scharf has been contracted by Betty Kenner to repair the residence. It is asserted that Mr. Scharf is also in the process of constructing a house on Centennial Drive. Mr. Scharf would like a permit to park his camper at 311 East 5<sup>th</sup> for a period of six months to complete work on both projects. The applicants assert that the camper is located behind the house situated at 311 East 5<sup>th</sup> Street. Utility hook-ups are available. It is further asserted that the camper would not endanger others in the neighborhood.

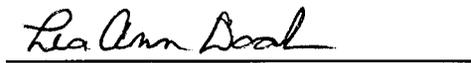
Per the City of McCook Code of Ordinances, Chapter 113.03 Authorized Camping Permit; Exceptions, the City Council is the only entity authorized to issue a temporary permit.

**APPROVALS:**



November 10, 2021

Nathan A. Schneider, City Manager



November 10, 2021

Lea Ann Doak, City Clerk

Betty Kenner, Land Owner

Ronald Scharf, Contractor

11/10/2021

Lea Ann Doak, City Clerk

McCook City Council

Ms. Doak,

We are seeking temporary permission to park a camper at 311 East 5<sup>th</sup> Street for a period of 6 months per 113.03 Authorized Camping Permit; Exceptions.

The house at 311 East 5<sup>th</sup> Street is located on 2 full lots and is currently being completely renovated. The house was built in the 1880s and needs extensive reconstruction. It is currently unoccupied. We will be doing the renovation in 4 phases. We will be pulling all electrical which was is mostly nob and tubing and replacing the fuse box with a junction box. Tim Bradley will be doing the electrical work. All the plumbing will also be removed and redone since all the cast iron was cracked. 308 Plumbing is doing all our plumbing. Phase 1 includes a bathroom and a half bath, laundry, kitchen, 1 bedroom and a family room. Permits have either already been pulled or will be pulled when needed. My cousin, Ronald Scharf is a contractor and is helping me with the renovation. Barry Mooney, the building inspector has also been on location and said that he would answer any questions that you may have.

Ronald Scharf and his crew is also working on the construction of a house on Centennial and helping me after hours. His family lives and he owns a home in Elwood. His project on Centennial should be completed in 6 months and by the end of that time there will be a bedroom space available in my house

We would like permission to park on my property for 6 months. The camper is located behind the house on my property. There is plenty of space around the camper and it is not an endangerment. It has access to electricity and water and meets sanitary conditions.

We would like to be placed on the agenda for the city council meeting on Monday November 15, 2021 to discuss this and to bring a resolution to this issue. This is an issue that if resolved would bring life back into a home that has not been occupied for some time and also help the new build on Centennial, which is a plus for the city of McCook in so many areas.

Thank you for your attention and prompt response

Betty Kenner



Ronald Scharf



I Betty Kenner, land owner, give Ronald Scharf permission to park on my property at 311 East 5th Street in McCook.



(B) (1) No trailer camp or camping area shall be located in any residential zone or any other zone save and except where the zoning ordinance is complied with.

(2) No trailer camp or camping area shall be located within the city unless city water and sewer connections and fire protection facilities are available.

(3) No occupied trailer shall be located within the city within the recognized setback line for the zoning district in which the trailer is located not less than ten feet from any other building or vehicle or the boundary line of the tract on which the trailer is located.

(Prior Code, § 10-706)

Penalty, see § 10.99

*Statutory reference:*

*Authority, see Neb. RS 16-246*

*Similar state law provisions, see Neb. RS 16-205*

**§ 113.03 AUTHORIZED CAMPING PERMIT; EXCEPTIONS.**

It shall be unlawful for any person to camp upon land or premises within the city, except at a duly registered and approved camping area, without first having secured permission to do so from the City Council. Application for permission shall be made in writing to the City Clerk, accompanied by written permission from the owner of the property upon which the person proposes to camp. The granting of permission shall be discretionary with the City Council, taking into consideration the location of the premises, available sanitary facilities, and the general welfare and safety of the public, and permission to camp shall be for a limited period of time and may be revoked at the will of the Council. It shall be unlawful for any person to permit a person to camp upon land or premises owned or controlled by him or her unless a permit to do so shall have been issued by the City Council. This section shall not apply to persons who erect a tent in the rear yard space for a period of not more than seven days for the use of family members who reside at the address where the tent is erected.

(Prior Code, § 10-711) Penalty, see § 10.99

*Statutory reference:*

*Authority, see Neb. RS 16-246*

*Similar state law provisions, see Neb. RS 16-205*

**CITY MANAGER'S REPORT  
NOVEMBER 15, 2021 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 3.C.** Discussion regarding changes to the City of McCook's Contractor's License Ordinances Chapter 150.400 et. al., including potential changes to Chapter 38: Fee Schedule, Appendix M: Building and Zoning Application Fees.

---

**BACKGROUND:**

City Staff has been reviewing the City of McCook's Contractor's License ordinances, beginning at Chapter 150.400 of the McCook Code of Ordinances. McCook's Building and Advisory Appeals Board and McCook's Building Inspector have recommended a licensing program to be commenced for general contractors, building contractors, residential contractors, plumbing contractors, mechanical contractors, roofing contractors, and limited contractors. The reason for the licensing program is to assure that the contractors that operate in McCook have the requisite skills and certifications to perform work to the generally accepted building standards. The recommendations from the Board and Building Inspector include an application and review process. Additionally, the recommendations include a requirement that contractors who apply to work in McCook provide the Building Inspector with a Certificate or Policy of Insurance in an adequate amount. The proposal also includes establishing licensing fees for each classification of contractor completing work in the City of McCook.

In addition to the Contractor's License provisions, McCook's Building and Advisory Appeals Board and McCook's Building Inspector are recommending a revision to the building and zoning application fees found in Chapter 38, Appendix M of the McCook Code of Ordinances. McCook's current fee structure has not been updated for decades. The current permitting and application fees are extremely low when compared to comparable municipalities. Barry Mooney, McCook's Building Inspector, has conducted a comprehensive review of other municipalities building and permit fees. Staff would like to share Mr. Mooney's findings and discuss whether changes are warranted to the current fee and permitting schedule.

**APPROVALS:**



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Nathan A. Schneider, City Manager



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Lea Ann Doak, City Clerk

November 10, 2021

November 10, 2021

**CITY MANAGER'S REPORT  
NOVEMBER 15, 2021 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 3.D.** Discussion regarding the possibility of leasing the City of McCook's "Old Landfill" property located south of the intersection of North Highway and Highways 6 and 34.

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**BACKGROUND:**

Staff has received notice that a business is interested in developing the land south of the intersection of North Highway 83 and Highways 6 and 34 for commercial purposes. This site is the former location of the McCook Landfill. Due to its prior use as a landfill, there are limitations as to the construction projects that can occur at the site. The City of McCook has received inquiries regarding the property over the years. Up until now, every project has included the construction of a commercial structure. Due to the limitations placed on the ground, none of the inquiries were deemed economically feasible. The current request differs from the prior requests in that there would be no structures built on the site. The property would remain unimproved except for the addition of hard surfacing in the form of white rocking and the like. Greg Wolford will be present at the City Council meeting to discuss the potential project. If the City Council is comfortable with the proposal, City Staff will commence drafting an agreement between the commercial developer and the City of McCook.

**APPROVALS:**



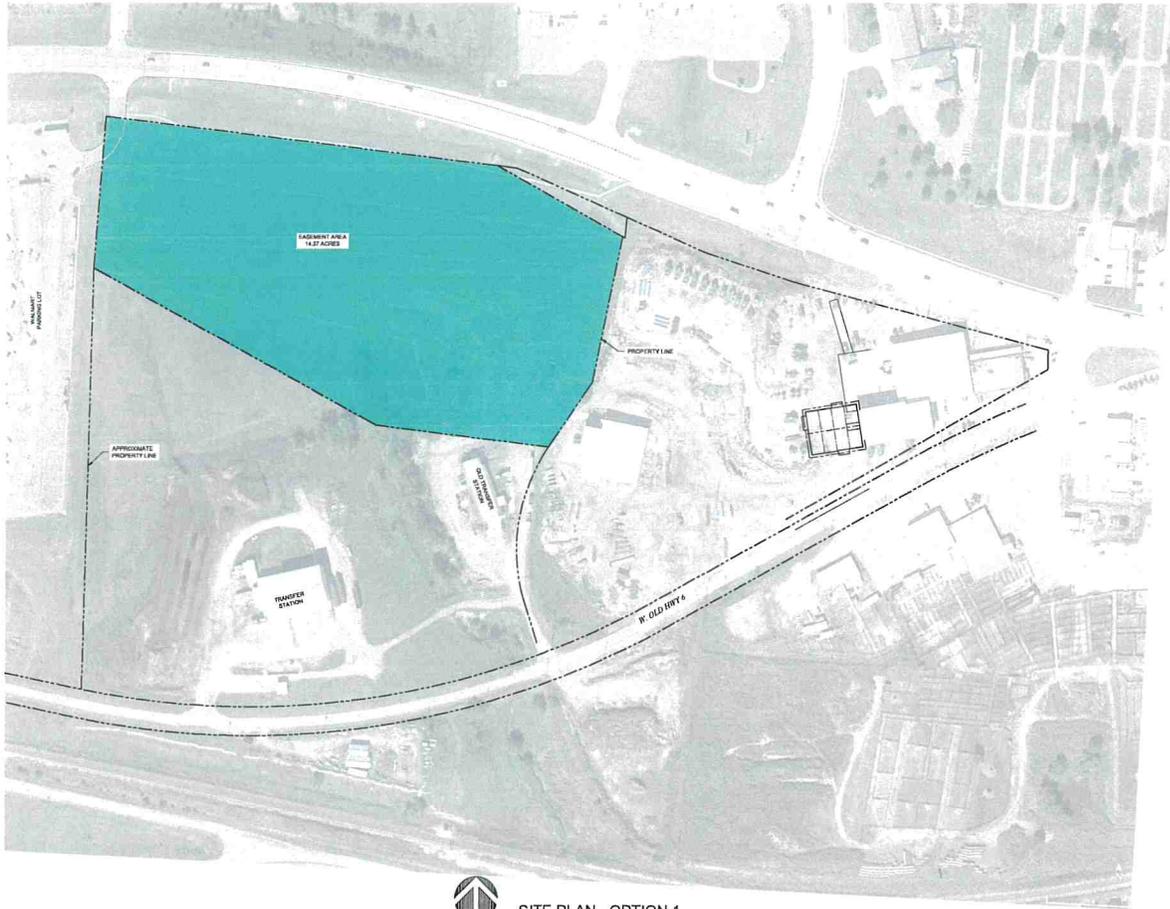
November 10, 2021

Nathan A. Schneider, City Manager



November 10, 2021

Kyle Potthoff, Public Works Director



**SITE PLAN - OPTION 1**  
SCALE: 1" = 100' 0"

SEAL AND SIGNATURE OF ARCHITECT  
DATE: NOV. 2021

**SHOP BUILDING EXPANSION**  
AKRS EQUIPMENT  
MCCOOK, NEBRASKA

**DESIGN ASSOCIATES**  
1001 S. 10TH ST., SUITE 100  
MCCOOK, NEBRASKA 68801  
TEL: 402.281.1111  
WWW.DESIGNASSOCIATES.COM

**PRELIMINARY**  
NOT FOR CONSTRUCTION

DATE:	NOV. 2021
DRAWN:	T.A.K.
CHECKED:	J.S.
REVISIONS:	

**C-2**

DATE: NOV. 2021

# EASEMENT RECORD

P.O.B.  
WEST 1/4 CORNER  
SEC. 30-T3N-R29W  
FOUND BRASS CAP

## EASEMENT DESCRIPTION:

AN EASEMENT LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THIRTY (30) TOWNSHIP THREE (3) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 6TH P.M., RED WILLOW COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 (WEST 1/4 CORNER) OF SAID SECTION 30 AND THIS BEING THE POINT OF BEGINNING THENCE S87°02'30"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SOUTHWEST 1/4 AND BEING THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 6 AND 34 A DISTANCE OF 911.89 FEET, THENCE S64°51'43"E A DISTANCE OF 333.21 FEET TO THE WEST LINE OF TRACT B DESCRIBED IN BOOK 120 PAGES 741 AND 742 AND ALSO IN PAGES 712 AND 713, THENCE S07°27'29"W ON SAID WEST LINE A DISTANCE OF 341.45 FEET, THENCE S29°47'29"W A DISTANCE OF 179.61 FEET, THENCE N87°02'30"W A DISTANCE OF 401.56 FEET, THENCE N65°17'51"W A DISTANCE OF 747.34 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4, THENCE N00°11'48"E ON SAID WEST LINE A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING, CONTAINING 14.37 ACRES MORE OR LESS.

GPS PROJECT # 090-2021  
SHEET 1 OF 1

LEGEND:  
M-MEASURED DISTANCE  
R-RECORD DISTANCE  
G-GOVERNMENT DISTANCE  
P-PLATTED DISTANCE  
D-DEED DISTANCE

◆ FOUND CORNER  
○ CALCULATED POINT  
● SET 5/8" X 24" REBAR WITH BLUE LS-783 CAP UNLESS NOTED OTHERWISE

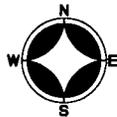
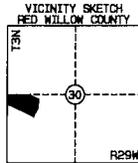
SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, COMPLETED ON OCTOBER 29TH, 2021.

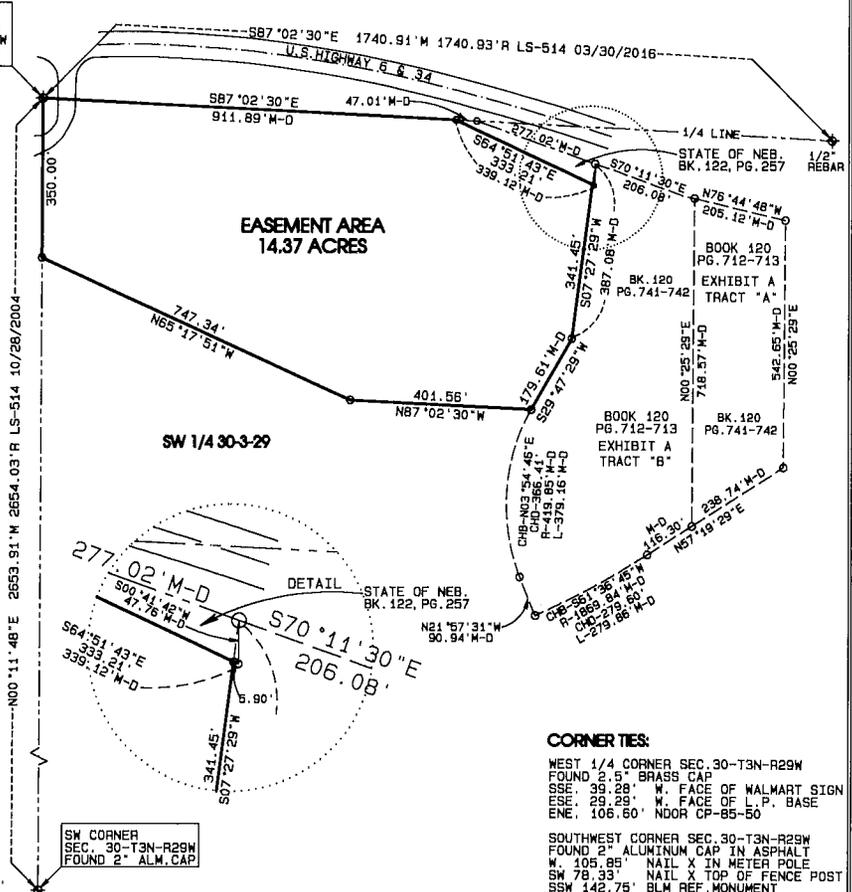
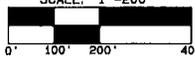
*Joshua E. Grumert*

JOSHUA E. GRUMERT | LS-783

**GRUMERT PROFESSIONAL SERVICES, LLC**  
2837 WEST HIGHWAY 6, SUITE 206, HASTINGS, NE 68901  
PHONE 402-879-6701 EMAIL jmgrumert@yahoo.com  
WEBSITE www.grumertsurveying.com



ASSUMED BEARINGS  
GROUND DISTANCES  
SCALE: 1"=200'



## CORNER TIES:

WEST 1/4 CORNER SEC. 30-T3N-R29W  
FOUND 2.5" BRASS CAP  
SSE 39.28' W. FACE OF WALMART SIGN  
ESE 29.29' W. FACE OF L.P. BASE  
ENE. 106.60' NDOOR CP-85-50

SOUTHWEST CORNER SEC. 30-T3N-R29W  
FOUND 2" ALUMINUM CAP IN ASPHALT  
W. 105.85' W. FACE OF WALMART SIGN  
SSE 39.28' W. FACE OF L.P. BASE  
SW 78.33' NAIL X TOP OF FENCE POST  
SSW 142.75' BLM REF. MONUMENT

EASEMENT DESCRIPTION:

AN EASEMENT LOCATED IN THE SOUTHWEST QUARTER (SW  $\frac{1}{4}$ ) OF SECTION THIRTY (30) TOWNSHIP THREE (3) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 6<sup>TH</sup> P.M., RED WILLOW COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING THAT THE NORTHWEST CORNER OF THE SOUTHWEST  $\frac{1}{4}$  (WEST  $\frac{1}{4}$  CORNER) OF SAID SECTION 30 AND THIS BEING THE POINT OF BEGINNING THENCE S87°02'30"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SOUTHWEST  $\frac{1}{4}$  AND BEING THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 6 AND 34 A DISTANCE OF 911.89 FEET, THENCE S64°51'43"E A DISTANCE OF 333.21 FEET TO THE WEST LINE OF TRACT B DESCRIBED IN BOOK 120 PAGES 741 AND 742 AND ALSO IN PAGES 712 AND 713, THENCE S07°27'29"W ON SAID WEST LINE A DISTANCE OF 341.45 FEET, THENCE S29°47'29"W A DISTANCE OF 179.61 FEET, THENCE N87°02'30"W A DISTANCE OF 401.56 FEET, THENCE N65°17'51"W A DISTANCE OF 747.34 FEET TO THE WEST LINE OF SAID SOUTHWEST  $\frac{1}{4}$ , THENCE N00°11'48"E ON SAID WEST LINE A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING, CONTAINING 14.37 ACRES MORE OR LESS.

**CITY MANAGER'S REPORT  
NOVEMBER 15, 2021 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 3.E.** Update regarding the City of McCook's entry sign project.

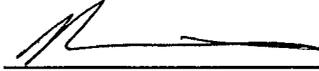
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**BACKGROUND:**

Staff has been asked to provide an update regarding McCook's entry sign project. The City Council has appropriated \$30,000 of sales tax dollars to construct entrance signs in McCook. Staff has solicited quotes from two local vendors. The two vendors are Swanson Sign Company and Tri City Signs. Staff has also identified two locations for the placement of the entrance signs. The first location is the northeast intersection of North Highway 83 and Highways 6 and 34. The property owner, Mike Deveney, has graciously offered a portion of his property to be utilized for a community sign. The second location is at the intersection of South Highway 83 and Highways 6 and 34. The property owner, the State of Nebraska, has graciously offered to locate an entrance sign on its property.

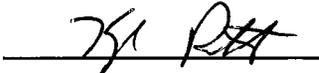
Staff is in the process of scheduling a meeting of the entrance sign committee to hear presentations from the two local vendors. After the presentations, the entrance sign committee will recommend its preferred concept to the City Council.

**APPROVALS:**

  
\_\_\_\_\_

November 10, 2021

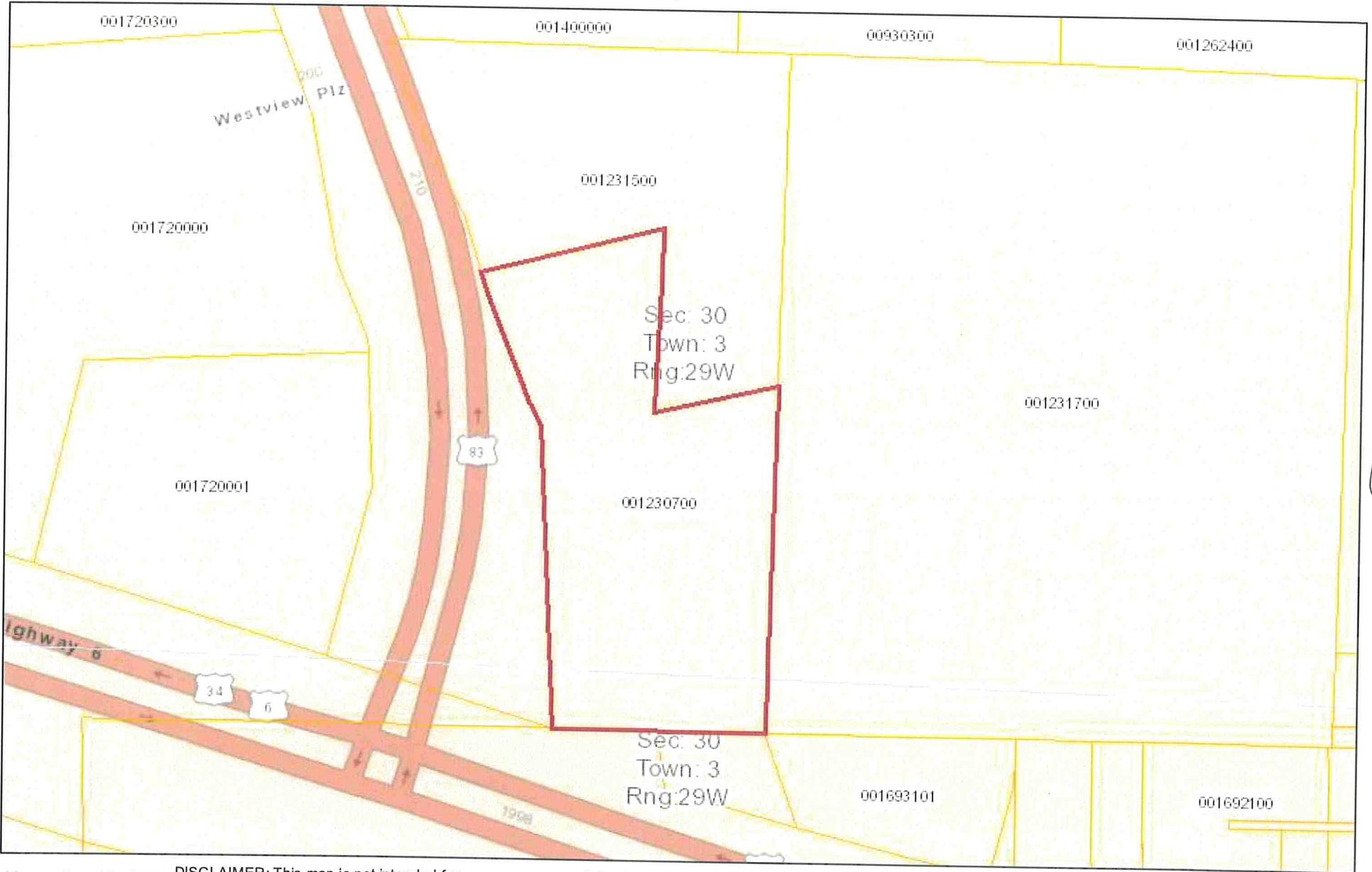
Nathan A. Schneider, City Manager

  
\_\_\_\_\_

November 10, 2021

Kyle Potthoff, Public Works Director

N



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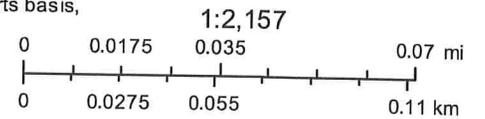
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November 10, 2021

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

- Parcels
- Sections

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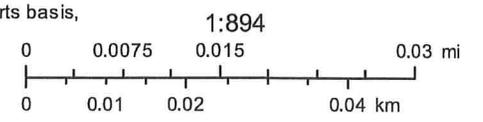


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E

November 10, 2021 **DISCLAIMER:** This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Parcels
- Sections



S

**CITY MANAGER'S REPORT  
NOVEMBER 15, 2021 CITY COUNCIL MEETING**

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**ITEM:            3.F.**

**RECEIVE AND FILE AN UPDATE OF ADDING AN ADDITIONAL  
COLUMBARIUM AT MEMORIAL PARK CEMETERY.**

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**BACKGROUND:**

Back in 2001 a 64 niche columbarium was purchased with funds provided by the United Methodist Church. This columbarium includes a praying hands statue that has been placed on top. The current columbarium was purchased for \$23,505.00 from Eickhof Columbaria. In addition to the columbarium, the City of McCook purchased 4 matching benches in the amount of \$9,200.00. These benches are located near the columbarium. Out of the 64 niche's that make up the columbarium, we currently have 10 niche's available for purchase.

We have been working with two different vendors, Eickhof Columbaria and Carpenter Breland Funeral home, to acquire proposals for an additional columbarium.

In order to add an additional columbarium, we have determined that there will need to be some concrete work completed. The existing concrete is beginning to deteriorate and when it was poured, it was not constructed with additional footings to support additional structures. We will also need to hire a crane in order to off load and set the columbarium when delivered.

We currently have \$50,000.00 budgeted in the 2021/2022 FY budget for this project. The dollars that are being used are coming out of the Cemetery perpetual care fund. There is approximately \$152,000.00 currently in this fund. If the cost does exceed what is budgeted, we would have some additional funds to offset the cost.

City Staff will be bringing additional items to the City Council once all of the information has been gathered.

**FISCAL  
IMPACT:**       None.

**RECOMMENDATION:**

**RECEIVE AND FILE AN UPDATE OF ADDING AN ADDITIONAL  
COLUMBARIUM AT MEMORIAL PARK CEMETERY.**

**APPROVALS:**

  
\_\_\_\_\_  
Kyle Pottthoff, Public Works Director

November 11, 2021

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

November 11, 2021