

# MCCOOK CITY COUNCIL

## REGULAR MEETING

**Monday, November 7, 2022  
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

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

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
  - A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held October 24, 2022.
    1. Adjourn the Public Hearing.
  - B. Accept the minutes of the July 25, 2022 Economic Development Plan Citizen's Advisory Review Committee meeting.
3. Consent Agenda.

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

  - A. Approve the minutes of the October 17, 2022 regular City Council meeting and the October 25, 2022 special City Council meeting.
  - B. Ratify the Mayor's appointment to the Economic Development Plan Citizen's Advisory Review Committee - appoint Rick Sinner to replace Bob Elder - term expires July 2023.
  - C. Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Corporate Holiday Party, at the Nebraska Army National Guard Armory, 38709 US Hwy 6, McCook, Nebraska, on December 10, 2022 from 1:00 P.M. to 12:00 A.M., with an alternate location of Valmont-McCook, 75 S US 83, McCook, Nebraska.
  - D. Authorize City Staff to purchase one (1) new 2023 TruVac FLXX Hydro Excavator Truck from MacQueen Equipment located in Lincoln, Nebraska in the amount of \$434,317.01 using Sourcewell as the Purchasing Agent.

- E. Authorize city staff to purchase one (1) new 2023 John Deere 1025r Sub-compact Utility Tractor including a 54-inch heavy-duty snow blower and 60 inch heavy duty rotary broom from AKRS Equipment Solutions in the amount of \$35,282.50 utilizing a Nebraska Statewide Contract in participation with the National Association of State Procurement Officials (NASPO) Valuepointe for use in the Cemetery Department.
  - F. Approve Agreement for the Provision of Limited Professional Services for the Wastewater Treatment Plant upgrades with Miller & Associates Consulting Engineers, P.C. and authorize the Mayor to sign.
  - G. Receive and file the City of McCook Snow and Ice Control and Removal Operation Procedures and Policies.
  - H. Award the bid for one (1) new 2024 Freightliner M2106 with a KANN 31 Yard Packer Body Model Number CSL XS SLEC to Nebraska Truck Center in the amount of \$252,578.00.
  - I. Accept the minutes of the April 19, 2022 and July 19, 2022 Senior Center Advisory Board meetings.
  - J. Approve the application for a Special Designated Liquor License submitted by the McCook Economic Development Corporation for the Light Up McCook Christmas Mixer to be held in the Keystone Lobby, 402 Norris Avenue, on November 30, 2022, from 8:00 A.M. to 11:00 P.M.
4. Regular Agenda.
- A. Ordinance No. 2022-3054 changing the zoning classification of two lots from Agricultural (AG) to Highway Commercial (HC); said lots legally described as: 1) A tract of land located in the Southeast Quarter of Section 28, Township 3 North, Range 29 Willow Grove Precinct West of the 6th P.M. in Red Willow County, Nebraska (a/k/a Red Willow County Parcel No. 000299500), and 2) A tract of land located in the Southeast Quarter of Section 28, Township 3 North, Range 29 Willow Grove Precinct West of the 6th P.M. in Red Willow County, Nebraska (a/k/a Red Willow County Parcel No. 000299700), property located within the two mile extra-territorial jurisdiction of the City of McCook.
    - 1. Chairperson asks Clerk to read Ordinance by title.
    - 2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
    - 3. Final passage of Ordinance No. 2022-3054.
    - 4. Chairperson declaration after vote, if approved.
  - B. Adopt Resolution No. 2022-16 and Resolution No. 2022-17 amending the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2020 to September 30, 2025, and authorize the Mayor to sign said agreement.
  - C. Ordinance No. 2022-3056 providing for the amendment of the FY2022/2023 Fiscal Year Employee Classification and Pay Plan, establishing a Firefighter non-EMT position.
    - 1. Chairperson asks Clerk to read Ordinance by title.

2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
  3. Final passage of Ordinance No. 2022-3056.
  4. Chairperson declaration after vote, if approved.
- D. Ordinance No. 2022-3055 correcting Ordinance 2022-3047 to reflect the current water rates established for customers within the City of McCook.
1. Chairperson asks Clerk to read Ordinance by title.
  2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
  3. Final passage of Ordinance No. 2022-3055.
  4. Chairperson declaration after vote, if approved.
- E. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT  
NOVEMBER 7, 2022 CITY COUNCIL MEETING**

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ITEM: 2.A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review committee regarding meeting held October 24, 2022.

ITEM: 2.B. Accept the minutes of the July 25, 2022 Economic Development Plan Citizen's Advisory Review Committee meeting.

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**BACKGROUND:**

Quarter Economic Development Plan Citizen's Advisory Review Committee meetings were held on July 25, 2022 and October 24, 2022. Per the City's Plan, a public hearing will be held to discuss the contents of the meetings.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

November 2, 2022

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

November 2, 2022

**EXHIBIT #1**

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NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mayor and City Council of McCook, Nebraska will hold a public hearing on November 7, 2022 at 5:30 p.m. in the City Council Chambers of the McCook Municipal Center concerning the findings and suggestions of the LB840 Citizens Advisory Committee regarding the functions and progress of the economic development program for the City of McCook. Individuals requiring physical or sensory accommodations including interpreter services, braille, large print, or recorded materials, please contact the City Clerk at 308-345-2022.

-s- Lea Ann Doak,  
City Clerk-Treasurer

Publish: October 27, 2022

**EXHIBIT #2**

**PAGE(S) -1**

**AGENDA**

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

**QUARTERLY MEETING**

**MONDAY OCTOBER 24, 2022  
12:00 P.M.**

**AT THE HERITAGE SENIOR CENTER CONFERENCE ROOM**

**CALL TO ORDER**

\*A Copy of the Open Meetings Act is posted and available for public review in the meeting room at the Keystone conference room.

- ITEM NO. 1**      Review and approve minutes of July 25, 2022 meeting
- ITEM NO. 2**      Review LB840 Economic Development Program quarterly reports
- ITEM NO. 3**      Update of Revenues Collected to Date
- ITEM NO. 4**      Economic Development Director Report
- ITEM NO. 5**      Open discussion
- ITEM NO. 6**      Next meeting date:    January 23, 2023
- ITEM NO. 7**      Adjournment

**EXHIBIT #3**

**PAGE(S) -11**

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

Program Year 10/01/21 - 9/30/22

**9/30/2022**

	<b>Beginning</b>	<b>YTD</b>	<b>YTD</b>	<b>Ending</b>	<b>Program</b>
	<b>Cash on Hand</b>	<b>Receipts</b>	<b>Expenditures</b>	<b>Balance</b>	<b>Total</b>
<b>Loan &amp; Grant Program</b>	\$ 618,260.63	\$ 320,214.74	\$ 332,390.90	\$ 707,206.44	
Loan Repayments		\$ 100,977.09			
Legal			\$ 512.50		
Publishing			\$ 85.60		
Miscellaneous				\$ -	
Interest		\$ 742.98			
<b>TOTAL</b>				<u>                    </u>	\$ 707,206.44
<b>Ending Balance</b>					<u><u>\$ 707,206.44</u></u>
MEDC Administration	\$ -	\$ 135,960.00	\$ 135,960.00	\$ -	

**McCook Growth Fund (LB840) AVAILABLE FUNDS**

Program Year 10/01/21 - 9/30/2022

**Balances as 9/30/2022**

	<b>Program Balance</b>	<b>Funds Allocated</b>	<b>Project Commitments</b>	<b>Available</b>
<b>Loan, Grants and Projects</b>	\$ 707,206.44			
Hormel Business Plan Competition		\$ 5,000.00		
SWNCB Grant Match DPA		\$ 10,000.00		
North Pointe Platting & Rezoning Fees		\$6,075.00		
<b>Early Childhood Education</b>				
New Provider Scholarship/Startup Funds		\$15,934		
<b>Total Reserved and Committed</b>		<u>\$ 37,009.00</u>	<u>\$ -</u>	
<b>Total Funds Available</b>				<u><u>\$ 670,197.44</u></u>

**LB840 PROGRAM BALANCES**

**9/30/2022**

Unaudited

	(C) BEGINNING CASH ON HAND 10/1/2021	(D) FY 21/22 ANTICIPATED RECEIPTS	(E) FY 21/22 YTD RECEIPTS	(F) FY 21/22 YTD EXPENDITURES	(G) ENDING PROGRAM BALANCES (C + E - F = G)
Motor Vehicle Sales Tax ** (**Not available to MEDC)	\$ 261,051.91	\$ 38,200.00	\$ 44,601.39	\$ -	\$ 305,992.27
Interest			\$ 338.97		
Loan/Grant/Program	\$ 618,260.63	\$ 275,642.00	\$ 320,214.74	\$ 332,390.90	\$ 707,206.44
Loan Repayment		\$ 100,000.00	\$ 100,977.09		
Legal				\$ 512.50	
Publishing				\$ 85.60	
Miscellaneous				\$ -	
Interest			\$ 742.98		
MEDC Administration	\$ -	\$ 135,960.00	\$ 135,960.00	\$ 135,960.00	\$ -
<b>BALANCES</b>	\$ 879,312.54	\$ 549,802.00	\$ 602,835.17	\$ 468,949.00	\$ <u>1,013,198.71</u>

McCook Growth Fund (LB840) Loan Status Report  
09-30-2022

Current Loans	Loan Amount (a)	Late Payment Fees (b)	Interest Rate	Loan Term (Years)	Date Loan Made	Interest Earned (c)	Payments Made (d)	Loan Balance Remaining (a+b+c-d)	Loan Status
Hot Tub Brokers	\$ 100,000.00		2	10	12/13/2021	\$ 1,391.25	\$ 8,276.04	\$ 93,115.21	Current
J and A Mullen, LLC	\$ 56,500.00		3%	10	4/30/2020	\$ 3,569.44	\$ 15,277.08	\$ 44,792.36	Current
Early Morning Cackle, LLC	\$ 55,700.00	\$ 240.00	3%	10	3/1/2020	\$ 3,690.42	\$ 15,954.43	\$ 43,675.99	Current
Straight Align, LLC	\$ 50,000.00		3%	10	11/1/2019	\$ 3,827.88	\$ 16,898.00	\$ 36,929.88	Current
C5, LLC (Laundromat)	\$ 50,000.00		3%	10	2/1/2019	\$2,733.91	\$ 52,733.91	\$ -	Paid off
Bailey Kool dba Head 2 Toe Spa	\$ 10,000.00		3%	5	5/1/2018	\$736.86	\$ 9,368.81	\$ 1,368.05	Current
American Agricultural Laboratory	\$ 75,000.00		2%	10	2/5/2017	\$6,273.66	\$ 46,926.85	\$ 34,346.81	Current
MEDC North Pointe Phase I TIF Bond	\$ 208,000.00		0%	22	4/2/2015	\$0.00	\$ 125,695.07	\$ 82,304.93	Current
Clary Village Equity (Non-Recourse Loan - to be paid from residual cash flow)	\$ 120,000.00		4%	15	3/16/2015	\$33,270.38	\$ 28,103.60	\$ 125,166.78	Current
MEDC Clary Village TIF	\$ 178,622.92		0%	17	3/16/2015	\$0.00	\$ 81,090.43	\$ 97,532.49	Current
East Ward Village (Non-Recourse Loan - to be paid from residual cash flow)	\$ 105,000.00		2%	15	7/11/2012	\$14,447.01	\$ 73,746.58	\$ 45,700.43	Current
<b>Totals</b>	<b>\$ 1,008,822.92</b>	<b>\$ 240.00</b>				<b>\$69,940.81</b>	<b>\$474,070.80</b>	<b>\$ 604,932.93</b>	

CITY OF MCCOOK  
LB840  
RECEIPT REGISTER  
10/01/2021 - 09/30/2022

		Total Receipt	Receipt Breakdown		
			MV Sales Tax	Loan/Grant Prog	MEDC Adm
10/21/2021	Nebr Dept of Rev	\$ 36,757.92		\$ 25,427.92	\$ 11,330.00
11/19/2021	Nebr Dept of Rev	\$ 35,651.34		\$ 24,321.34	\$ 11,330.00
12/21/2021	Nebr Dept of Rev	\$ 37,543.92		\$ 26,213.92	\$ 11,330.00
10/21/2021	MV - Nebr Dept of Rev	\$ 4,408.15	\$ 4,408.15		
11/19/2021	MV - Nebr Dept of Rev	\$ 3,755.39	\$ 3,755.39		
12/21/2021	MV - Nebr Dept of Rev	\$ 3,164.94	\$ 3,164.94		
10/31/2021	Interest	\$ 102.18	\$ 97.87	\$ 4.31	
11/30/2021	Interest	\$ 124.48		\$ 124.48	
12/31/2021	Interest	\$ 81.48		\$ 81.48	
10/12/2021	Loan Repayment	\$ 2,923.51		\$ 2,923.51	
10/12/2021	Kool - Loan Repay	\$ 180.00		\$ 180.00	
10/12/2021	Repass - Loan Repay	\$ 500.00		\$ 500.00	
12/12/2021	CS LLC - Loan Repay	\$ 500.00		\$ 500.00	
10/12/2021	Mullen - Loan Repay	\$ 545.61		\$ 545.61	
10/12/2021	Str Align - Loan Repay	\$ 482.80		\$ 482.80	
10/12/2021	American Ag Lab - Loan Repay	\$ 690.11		\$ 690.11	
10/12/2021	EMC - Loan Repay	\$ 538.42		\$ 538.42	
10/25/2021	Clary Village Equity Loan	\$ 705.20		\$ 705.20	
12/20/2021	CS LLC - Loan Repay	\$ 1,000.00		\$ 1,000.00	
12/20/2021	Repass - Loan Repay	\$ 500.00		\$ 500.00	
12/20/2021	Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61	
12/20/2021	Str Align - Loan Repay	\$ 482.80		\$ 482.80	
12/20/2021	CS LLC - Loan Repay	\$ 500.00		\$ 500.00	
12/20/2021	Repass - Loan Repay	\$ 500.00		\$ 500.00	
12/20/2021	Kool - Loan Repay	\$ 179.69		\$ 179.69	
12/20/2021	American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
12/20/2021	EMC - Loan Repay	\$ 1,106.84		\$ 1,106.84	
12/20/2021	Str Align - Loan Repay	\$ 482.80		\$ 482.80	
12/20/2021	Repass - Loan Repay	\$ 500.00		\$ 500.00	
12/20/2021	CS LLC - Loan Repay	\$ 500.00		\$ 500.00	
12/20/2021	Kool - Loan Repay	\$ 180.00		\$ 180.00	
12/20/2021	Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61	
12/20/2021	American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
12/20/2021	East Ward Village - Loan Repay	\$ 8,180.00		\$ 8,180.00	
12/21/2021	Clary - Loan Repayment	\$ 2,233.14		\$ 2,233.14	
1/20/2022	Nebr Dept of Rev	\$ 37,548.95		\$ 26,218.95	\$ 11,330.00
2/18/2022	Nebr Dept of Rev	\$ 46,516.67		\$ 35,186.67	\$ 11,330.00
3/21/2022	Nebr Dept of Rev	\$ 34,674.16		\$ 23,344.16	\$ 11,330.00
1/20/2022	MV - Nebr Dept of Rev	\$ 3,502.89	\$ 3,502.89		
2/18/2022	MV - Nebr Dept of Rev	\$ 3,069.06	\$ 3,069.06		
3/21/2022	MV - Nebr Dept of Rev	\$ 2,343.35	\$ 2,343.35		
1/31/2022	Interest	\$ 99.85	\$ 81.92	\$ 17.93	
2/28/2022		\$ 84.78		\$ 84.78	
3/31/2022		\$ 87.53		\$ 87.53	
1/20/2022	Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61	
1/20/2022	Str Align - Loan Repay	\$ 482.80		\$ 482.80	
1/20/2022	American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
1/21/2022	Hot Tub Broker - Loan Repay	\$ 919.56		\$ 919.56	
1/31/2022	Kool - Loan Repay	\$ 200.00		\$ 200.00	
2/3/2022	Repass - Loan Repay	\$ 500.00		\$ 500.00	

2/3/2022	Repass - Loan Repay	\$	1,000.00		\$	1,000.00	
2/3/2022	Str Align - Loan Repay	\$	482.80		\$	482.80	
2/4/2022	Clary - Loan Repayment	\$	919.56		\$	919.56	
2/11/2022	Mullen/Bee Little Loan Repay	\$	545.61		\$	545.61	
2/11/2022	EMC - Loan Repay	\$	1,106.84		\$	1,106.84	
2/11/2022	American Ag Lab - Loan Repay	\$	690.10		\$	690.10	
2/18/2022	Kool - Loan Repay	\$	180.00		\$	180.00	
3/4/2022	Hot Tub Broker - Loan Repay	\$	919.56		\$	919.56	
3/8/2022	Repass - Loan Repay	\$	500.00		\$	500.00	
3/8/2022	Str Align - Loan Repay	\$	482.80		\$	482.80	
3/8/2022	EMC - Loan Repay	\$	538.42		\$	538.42	
3/8/2022	American Ag Lab - Loan Repay	\$	690.10		\$	690.10	
3/28/2022	Mullen/Bee Little Loan Repay	\$	545.61		\$	545.61	
3/29/2022	C5 LLC - Loan Repay	\$	1,500.00		\$	1,500.00	
4/21/2022	Nebr Dept of Rev	\$	33,175.26		\$	21,845.26	\$ 11,330.00
5/20/2022	Nebr Dept of Rev	\$	36,882.18		\$	25,552.18	\$ 11,330.00
6/21/2022	Nebr Dept of Rev	\$	37,147.48		\$	25,817.48	\$ 11,330.00
4/21/2022	MV - Nebr Dept of Rev	\$	3,370.55	\$	3,370.55		
5/21/2022	MV - Nebr Dept of Rev	\$	3,914.29	\$	3,914.29		
6/21/2022	MV - Nebr Dept of Rev	\$	4,042.22	\$	4,042.22		
4/30/2022	Interest	\$	86.35	\$	86.35		
5/31/2022	Interest	\$	102.96	\$	8.89	\$	94.07
6/30/2022	Interest	\$	100.62			\$	100.62
4/4/2022	Hot Tub Broker - Loan Repay	\$	919.56		\$	919.56	
4/11/2022	Kool - Loan Repay	\$	179.69		\$	179.69	
4/11/2022	Kool - Loan Repay	\$	180.00		\$	180.00	
4/11/2022	Str Align - Loan Repay	\$	482.80		\$	482.80	
4/11/2022	EMC - Loan Repay	\$	538.42		\$	538.42	
4/11/2022	American Ag Lab - Loan Repay	\$	690.10		\$	690.10	
4/29/2022	C5 LLC - Loan Repay	\$	500.00		\$	500.00	
4/29/2022	Str Align - Loan Repay	\$	482.80		\$	482.80	
5/5/2022	Hot Tub Broker - Loan Repay	\$	919.56		\$	919.56	
5/11/2022	Mullen/Bee Little Loan Repay	\$	545.61		\$	545.61	
5/11/2022	Mullen/Bee Little Loan Repay	\$	545.61		\$	545.61	
5/11/2022	Mullen/Bee Little Loan Repay	\$	545.61		\$	545.61	
5/11/2022	EMC - Loan Repay	\$	538.42		\$	538.42	
5/11/2022	American Ag Lab - Loan Repay	\$	690.10		\$	690.10	
5/18/2022	Kool - Loan Repay	\$	200.00		\$	200.00	
6/2/2022	Hot Tub Broker - Loan Repay	\$	919.56		\$	919.56	
6/6/2022	Repass - Loan Repay	\$	500.00		\$	500.00	
6/6/2022	Str Align - Loan Repay	\$	482.80		\$	482.80	
6/6/2022	EMC - Loan Repay	\$	538.42		\$	538.42	
6/30/2022	Clary - Loan Repayment	\$	4,561.42		\$	4,561.42	
6/30/2022	N Pointe - Loan Repay	\$	21,508.66		\$	21,508.66	
7/22/2022	Nebr Dept of Rev	\$	38,678.50		\$	27,348.50	\$ 11,330.00
8/22/2022	Nebr Dept of Rev	\$	41,368.43		\$	30,038.43	\$ 11,330.00
9/22/2022	Nebr Dept of Rev	\$	40,229.93		\$	28,899.93	\$ 11,330.00
7/22/2022	MV - Nebr Dept of Rev	\$	4,788.10	\$	4,788.10		
8/22/2022	MV - Nebr Dept of Rev	\$	3,869.13	\$	3,869.13		
9/22/2022	MV - Nebr Dept of Rev	\$	4,373.32	\$	4,373.32		
7/31/2022	Interest	\$	81.99	\$	63.94	\$	18.05
8/31/2022	Interest	\$	129.73			\$	129.73
7/1/2022	Hot Tub Broker - Loan Repay	\$	919.56		\$	919.56	
7/18/2022	Kool - Loan Repay	\$	200.00		\$	200.00	
7/18/2022	Repass - Loan Repay	\$	500.00		\$	500.00	
7/18/2022	Mullen/Bee Little Loan Repay	\$	545.61		\$	545.61	
7/18/2022	Str Align - Loan Repay	\$	482.80		\$	482.80	
7/18/2022	EMC - Loan Repay	\$	538.42		\$	538.42	
7/18/2022	American Ag Lab - Loan Repay	\$	690.10		\$	690.10	

7/18/2022	American Ag Lab - Loan Repay	\$	690.10	\$	690.10
8/3/2022	Clary - Loan Repayment	\$	2,438.58	\$	2,438.58
8/4/2022	Hot Tub Broker - Loan Repay	\$	919.56	\$	919.56
8/8/2022	American Ag Lab - Loan Repay	\$	690.10	\$	690.10
8/10/2022	Kool - Loan Repay	\$	200.00	\$	200.00
8/10/2022	C5 LLC - Loan Repay	\$	500.00	\$	500.00
8/10/2022	Str Align - Loan Repay	\$	482.80	\$	482.80
8/10/2022	EMC - Loan Repay	\$	538.42	\$	538.42
8/25/2022	Mullen/Bee Little Loan Repay	\$	545.61	\$	545.61
9/1/2022	Mullen/Bee Little Loan Repay	\$	545.61	\$	545.61
9/1/2022	Hot Tub Broker - Loan Repay	\$	919.56	\$	919.56
9/6/2022	Kool - Loan Repay	\$	180.00	\$	180.00
9/6/2022	C5 LLC - Loan Repay	\$	500.00	\$	500.00
9/6/2022	Str Align - Loan Repay	\$	482.80	\$	482.80
9/19/2022	EMC - Loan Repay	\$	538.42	\$	538.42
9/19/2022	American Ag Lab - Loan Repay	\$	690.10	\$	690.10
9/27/2022	C5 LLC - Loan Repay	\$	1,733.91	\$	1,733.91
9/28/2022	Clary - Loan Repayment	\$	4,079.78	\$	4,079.78
9/28/2022	N Pointe - Loan Repay	\$	4,634.30	\$	4,634.30
		\$	602,835.17	\$	44,940.36
		\$		\$	421,934.81
		\$		\$	135,960.00
		\$		\$	602,835.17

CITY OF MCCOOK  
LB840 FUND  
CHECK REGISTER  
10/01/2021 - 09/30/2022

PAYEE	DESCRIPTION	ACCT. NO.	DATE	CK NO.	AMOUNT
McCook Economic Development	Innovative Housing Program	45 068 54465	10/14/21	1371	\$ 20,000.00
	Infant Incentives	45 068 54465			\$ 3,750.00
	Administration	45 068 54885			\$ 11,330.00
McCook Economic Development	Administration	45 068 54885	11/10/21	1372	\$ 11,330.00
McCook Gazette	Publishing	45 068 54020	11/10/21	1373	\$ 15.20
McCook Economic Development	Digital Façade Program	45 068 54465	12/01/21	1374	\$ 833.90
	Infant Incentives	45 068 54465		1374	\$ 2,250.00
	North Pointe Redevelopment	45 068 54465		1374	\$ 7,615.00
				1375	VOID
McCook Economic Development	Administration	45 068 54885	12/08/21	1376	\$ 11,330.00
MBSM&S, PC, LLO	Hot Tub Brokers	45 068 54465	12/13/21	1377	\$ 100,000.00
Cline Williams	Legal	45 068 54030	12/15/21	1378	\$ 512.50
McCook Gazette	Publishing	45 068 54020	12/15/21	1379	\$ 12.80
McCook Economic Development	Administration	45 068 54885	01/19/22	1380	\$ 11,330.00
McCook Economic Development	Administration	45 068 54885	02/09/22	1381	\$ 11,330.00
McCook Economic Development	Retail Strategies	45 068 54465	03/23/22	1382	\$ 30,000.00
		45 068 54885			\$ 11,330.00
McCook Economic Development	Administration	45 068 54885	04/13/22	1383	\$ 11,330.00
McCook Economic Development	Administration	45 068 54885	05/11/22	1384	\$ 11,330.00
McCook Gazette	Publishing	45 068 54020	05/11/22	1385	\$ 14.80
McCook Economic Development	March - Infant Incentives	45 068 54465	05/25/22	1386	\$ 1,716.00
	April - Infant Incentives				\$ 3,500.00
McCook Economic Development	Mid-State Development	45 068 54465	06/01/22	1387	\$ 2,025.00
	Hanna-Keelan Housing Study				\$ 4,500.00
	Hanna-Keelan Housing Study				\$ 4,500.00
	Reward Membership				\$ 2,500.00
McCook Economic Development	Administration	45 068 54885	06/08/22	1388	\$ 11,330.00
McCook Gazette	Publishing	45 068 54020	06/08/22	1389	\$ 15.60
McCook Economic Development	Loan Payoff - Seminole	45 068 54465	06/22/22	1390	\$ 145,293.75
				1391	VOID
McCook Economic Development	City Façade - Honorbound	45 068 54465	06/29/22	1392	\$ 667.25
McCook Economic Development	Administration	45 068 54885	07/20/22	1393	\$ 11,330.00
McCook Gazette	Publishing	45 068 54020	08/10/22	1394	\$ 15.20
McCook Economic Development	Administration	45 068 54885	08/17/22	1395	\$ 11,330.00
McCook Economic Development	Hanna-Keelan Housing Study	45 068 54465	08/17/22	1396	\$ 3,240.00
McCook Gazette	Publishing	45 068 54020	09/08/22	1397	\$ 12.00
McCook Economic Development	Administration	45 068 54885	09/14/22	1398	\$ 11,330.00
<b>TOTAL</b>					<b>\$ 468,949.00</b>
<b>TOTAL BY PROGRAM</b>					
	Publishing	45 068 54020			\$ 85.60
	Legal	45 068 54030			\$ 512.50
	LB840 Loan/Grant/Programs	45 068 54465			\$ 332,390.90
	LB840 Street Sales Tax Res	45 068 54835			\$ -
	LB840 MEDC Administration	45 068 54885			\$ 135,960.00
<b>TOTAL</b>					<b>\$ 468,949.00</b>

**McCook Growth Fund (LB840) Economic Development Program  
Fourth Quarter Report  
October 1, 2021-September 30, 2022**

**Approved, but not yet completed or paid:**

**Early Childhood Education New Provider Scholarship/Startup Funds      2022      \$15,934**

McCook Community 4 Kids Core Team has seen success developing programs to improve childcare access and quality. The MEDC initiatives have gone towards funding education and startup expenses for childcare programs, providing an incentive for providers to increase the number of infants they serve, and to provide scholarships for students to complete early childhood education programs and work in the area of early childhood education. This year, with assistance from state grants and local support, C4K is also looking to provide current providers with incentives to participate in the state's quality initiatives.

**North Pointe Addition      2022      \$6,075**

When the MEDC purchased the section of land for the North Pointe housing development area, the land needed to undertake a variety of processes in order to get it to the point to build housing units on it. Over the course of the summer, the MEDC and property owners, went through a voluntary annexation process, submitted a requested to vacate the previous plats on the land, establish preliminary plats for the new addition, and went through the final platting and rezoning processes for housing development.

**SWNCB Grant Match DPA      2022      \$10,000**

The MEDC partnered with Southwest Nebraska Community Betterment Corporation (SWNCBC) for a Down Payment Assistance/Closing Costs Grant program in which we contributed \$10,000 of the \$27,000 match funds raised for the program. SWNCBC notified us last month that the grant was awarded to Southwestern Nebraska which includes the City of McCook for \$365,000 of Nebraska Housing Trust Fund dollars over the next 10 years.

**Hormel Business Plan Competition      2022      \$5,000**

The MEDC contributed \$5,000 towards the upcoming 2022/2023 Hormel Business Plan Competition. The MEDC has contributed to the past several competitions where over 12 businesses in McCook and Southwest Nebraska have been awarded funds to help start or expand their business over the past 10 years.

**LB 840 Expenses in the 4th Quarter**

**Loan, Grant, and Program Fund**

**Other Expenses**

<b>Program Administration and Operations</b>	<b>7/20/2022</b>	<b>\$11,330.00</b>
<b>Program Administration and Operations</b>	<b>8/17/2022</b>	<b>\$11,330.00</b>
<b>Program Administration and Operations</b>	<b>9/14/2022</b>	<b>\$11,330.00</b>

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

Monday – July 25, 2022  
12:00 P.M. at the Heritage Senior Center Conference Room

The Economic Development Plan Citizen's Advisory Review Committee of the City of McCook was called to order by Chairperson Sean Wolfe and began at 12:20 P.M.

A copy of the Open Meetings Act is posted on the City of McCook website and available for public review.

**Present:** Chairperson Sean Wolfe; Nate Schneider, City Manager; Tracy Burkey, Recording Secretary; Members, Alexis Davidson, Jordan Johnson, Leon Kuhlen, Jeanette Peters, Bob Elder, and Charlie McPherson, EDC Director.

**Absent:** Sarah Renner.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on July 22, 2022 the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Economic Development Plan Citizen's Advisory Review Committee. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

(1) REVIEW AND APPROVE MINUTES OF MAY 23, 2022 MEETING.

Kuhlen introduced a motion to approve the May 23, 2022 minutes; Davidson seconded the motion. All members present voted in the affirmative. Motion passed. 6 VOTES YEA, 0 NAY, 1 ABSENT.

(2) REVIEW LB840 ECONOMIC DEVELOPMENT PROGRAM QUARTERLY REPORTS.

MEDC Director McPherson reviewed the McCook Growth Fund Program Balances and McCook Growth Fund Available Funds reports prepared by MEDC for the 10/01/21 - 09/30/22 program year with the committee.

As of 6/30/2022 the LB840 Program balance is \$598,852.86. Funds currently allocated in the amount of \$159,174.00. Leaving an available balance of \$439,678.86 of unallocated funds.

(3) UPDATE OF REVENUES COLLECTED.

The McCook Growth Fund Loan Status Report and all loans are current. The LB840 Program Balances report, receipt register and check register were provided.

**EXHIBIT #4**

**PAGE(S) - 3**

#### (4) ECONOMIC DEVELOPMENT DIRECTOR REPORT

##### **Housing Match**

The housing match is \$20,000 for an innovative housing grant proposal. The pool of money is to be used between McCook, Benkelman and Cambridge. The \$20,000 pays for construction site preparation. We have been awarded a \$405,000 grant for the innovative housing proposal. Benkelman has completed a home and has it for sale. McCook has finished the Ward Craft Home here in McCook and has listed it with a realtor for \$270,000. Once these two homes are sold they will start working on the Cambridge home.

##### **Early Childhood Education New Provider Scholarship/Startup Funds**

“McCook Community 4 Kids Core Team has seen success developing programs to improve childcare access and quality. The MEDC initiatives have gone towards funding education and startup expenses for childcare programs, providing an incentive for providers to increase the number of infants they serve, and to provide scholarships for students to complete early childhood education programs and work in the area of early childhood education. This year, with assistance from state grants and local support, C4K is also looking to provide current providers with incentives to participate in the state’s quality incentives.” There will be a community needs survey going out this week to providers and families. Will also be checking into more grants to fund education and scholarships. Will be checking to see if area business would be interested in helping fund these programs.

##### **Rez Housing Purchase**

“When the section of land on Seminole and Park became available for purchase, MEDC board approved purchasing the land. The goal is to recruit a developer or homebuilder to increase the community’s housing stock on the land. The purchase was \$210,000. MEDC board approved an initial payment of \$70,000, with a loan covering the rest of the price, but have allocated up to the full purchase price through the LB840 fund. The board elected to borrow a portion of this initially, as rates were low and it kept additional funds in the LB840 account if an opportunity would arrive to help the community. As of June 2022, the remainder of the loan was paid off on the land purchase to avoid additional interest payments.” There are ongoing talks with investors and developers for the possibility of townhouses or duplexes-12 units.

##### **Housing Study**

“MEDC agreed to work with Hanna:Keelan on an updated housing study. This will allow us to market our property to developers better and allow us to expand our use of TIF financing with a Workforce Housing Plan. This amount is lower this month as the MEDC received a \$5,760 grant from NIFA to assist with the housing study. As of June 2022, they have sent the board their final housing draft report. We are reviewing the report for any revisions and will present the final report for July’s board meeting.” Housing options being explored will be single family homes, townhouses and apartment complexes.

(5) OPEN DISCUSSION

Schneider mentioned that the MEDC and Nothnagels voluntarily annexed a portion of land along West 7<sup>th</sup> Street north of West "R" Street. The reason behind this is so that development on a subdivision can be started. City may be looking at possible SRF loan options to extend infrastructure in the future.

Schneider also mentioned that the City is looking into potential grants for demolition of large dilapidated properties. St. Catherine's Hospital/apartments was discussed as the no progress has been made by the new owner as of this date.

Schneider discussed that Sales Tax revenues are starting to level out. May be starting to see the recession results. City will not be increasing the budget based on sales tax receipts.

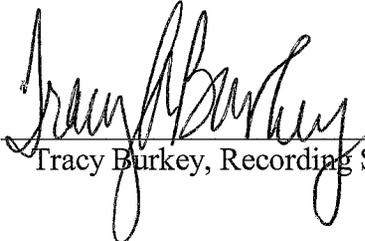
McPherson stated that MEDC is using a retail strategies consultant out of Alabama to get more businesses to come to town. They fly out to the area to see what we have available as far as land or vacant buildings.

(6) NEXT MEETING DATE

Next meeting date will be October 24, 2022 at 12:00 PM at the Heritage Senior Center conference room.

(7) ADJOURNMENT

Meeting adjourned at 12:54 PM.

  
Tracy Burkey, Recording Secretary

**CITY MANAGER'S REPORT  
NOVEMBER 7, 2022 CITY COUNCIL MEETING**

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**ITEM:**        3.A.

Approve the minutes of the October 17, 2022 regular City Council meeting and the October 25, 2022 special City Council meeting.

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**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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Lea Ann Doak, City Clerk

November 2, 2022

McCook City Council  
October 17, 2022  
5:30 PM Central

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

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

Absent: None.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 13, 2022, 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. Invocation was provided by Jeff Donelan, McCook Evangelical Free Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Gonzales called the meeting to order.

**1. Announcements & Recognitions.**

City Manager Schneider introduce Tera Koetter as the new Assistant City Manager.

**2. Public Hearings.**

- 2.A. Public Hearing - Regarding a request from Northrop Grumman, by and through its project sponsor Jennifer Hiatt of Baird Holm, LLP, to rezone two lots from Agricultural (AG) to Highway Commercial (HC), said lots legally described as follows: 1) A tract of land located in the Southeast Quarter of Section 28, Township 3 North, Range 29 Willow Grove Precinct West of the 6th P.M. in Red Willow County, Nebraska (a/k/a Red Willow County Parcel No. 000299500), and 2) A tract of land located in the Southeast Quarter of Section 28, Township 3 North, Range 29 Willow Grove Precinct West of the 6th P.M. in Red Willow County, Nebraska (a/k/a Red Willow County Parcel No. 000299700), property located within the two mile extra-territorial jurisdiction of the City of McCook.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to a request from Northrop Grumman, by and through its project sponsor Jennifer Hiatt of Baird Holm, LLP, to rezone two lots from Agricultural (AG) to Highway Commercial (HC), said lots legally described as follows: 1) A tract of land located in the Southeast Quarter of Section 28, Township 3 North, Range 29 Willow Grove Precinct West of the 6th P.M. in Red Willow County, Nebraska (a/k/a Red Willow County Parcel No. 000299500), and 2) A tract of land located in the Southeast Quarter of Section 28, Township 3 North, Range 29 Willow Grove Precinct West of the 6th P.M. in Red Willow County, Nebraska (a/k/a Red Willow County Parcel No. 000299700), property located within the two mile extra-territorial jurisdiction of the City of McCook, with the City Attorney to act as hearing officer. 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 City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 17, 2022 City Council meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing posted and mailed (1 page); Exhibit #4 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #5 - Land Use Action Request Form and attachments (4 pages); Exhibit #6 - area map indicating Tract 1 and Tract 2 (1 page); Exhibit #7 - Future Land Use Map (1 page); Exhibit #8 - Quit Claim Deed for Red Willow County Parcel No. 000299500 (11 pages); Exhibit #9 - Quit Claim Deed for Red Willow County Parcel No. 000299700 (7 pages); Exhibit #10 - Area Zoning Map (1 page); Exhibit #11 - minutes of the October 10, 2022 Planning Commission meeting (3 pages); and Exhibit #12 - proposed Ordinance No. 2022-3054 (2 pages).

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

Jennifer Hiatt of Baird Holm, LLP, agent representing Northrop Grumman, was present to address the request with the Council.

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

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

2.B. Ordinance No. 2022-3054 changing the zoning classification of two lots from Agricultural (AG) to Highway Commercial (HC); said lots legally described as: 1) A tract of land located in the Southeast Quarter of Section 28, Township 3 North, Range 29 Willow Grove Precinct West of the 6th P.M. in Red Willow County, Nebraska (a/k/a Red Willow County Parcel No. 000299500), and 2) A tract of land located in the Southeast Quarter of Section 28, Township 3 North, Range 29 Willow Grove Precinct West of the 6th P.M. in Red Willow County, Nebraska (a/k/a Red Willow County Parcel No. 000299700), property located within the two mile extra-territorial jurisdiction of the City of McCook.

Mayor Gonzales asked the Clerk to read Ordinance No. 2022-3054 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING MCCOOK ZONING ORDINANCE NO. 2016-2929 CHANGING THE ZONING CLASSIFICATION OF 1) A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 29 WILLOW GROVE PRECINCT WEST OF THE 6TH P.M. IN RED WILLOW COUNTY, NEBRASKA (A/K/A RED WILLOW COUNTY PARCEL NO. 000299500), AND 2) A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 29 WILLOW GROVE PRECINCT WEST OF THE 6TH P.M. IN RED WILLOW COUNTY, NEBRASKA (A/K/A RED WILLOW COUNTY PARCEL NO. 000299700), PROPERTY LOCATED WITHIN THE TWO MILE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF MCCOOK; FROM AGRICULTURAL (AG) TO HIGHWAY COMMERCIAL (HC) DISTRICT; PROVIDE FOR THE REPEAL OF ANY OTHER CONFLICTING ORDINANCES; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

Ordinance No. 2022-3054 has been introduced, read by title, and I move to approve upon its first reading. This motion, made by Calvin and seconded by Weedon, passed.

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

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

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

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

- 3.A. Approve the minutes of the October 3, 2022 regular City Council meeting, the October 11, 2022 City Council community meeting, and the October 12, 2022 special City Council meeting.
- 3.B. Approve an application from Telcom Construction to occupy city right-of-way for the purpose of replacing telephone cable for 1406 East "C" Street.
- 3.C. Approve an application from Telcom Construction to occupy city right-of-way for the purpose of replacing telephone cable for 608 Sunset Road.
- 3.D. Adopt Resolution No. 2022-15 updating the City of McCook Public Transportation Drug and Alcohol Testing Policy.
- 3.E. Approve the Addendum to McCook Humane Society Agreement, increasing the contract amount the City of McCook pays for animal services and authorize the Mayor to sign.
- 3.F. Approve the bid from Cahoj Earthmoving, Inc. of Atwood, Kansas in the amount of \$170,429.30 for the North Highway 83 Drainage Improvements that being the lowest responsible bid.

- 3.G. Approve the application for a Special Designated Liquor License submitted by Loop Brewing Company, Liquor License #LK-093351, for a Farm Show to be held at the Kiplinger Arena, 1412 West 5th Street, on November 18, 2022 from 10:00 A.M. to 1:00 A.M. and November 19, 2022 from 10:00 A.M. to 6:00 P.M.
- 3.H. Approve the application for a Special Designated Liquor License submitted by Loop Brewing Company LLC, Liquor License #LK-093351, for a wedding reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on December 10, 2022 from 3:00 P.M. to 1:00 A.M.
- 3.I. Receive and file the claims for the month of September 2022, published October 13, 2022.
- 3.J. Consider request and authorize the use of Community Betterment Funds to cover the rental fees for the "Share the Heat" fundraising event to be held at the Heritage Senior Center on October 23, 2022.
- 3.K. Recommend approval to the Nebraska Liquor Control Commission the change of location request submitted by Loop Brewing Company LLC, which holds License #LK-093351, changing the address from 404 West "A" Street to 801 West "C" Street, Suite 5B.
- 3.L. Accept the minutes of the July 13, 2022 Library Advisory Board meeting and the October 10, 2022 Planning Commission meeting.

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

- 4.A. Discuss additional meetings the McCook City Council may want to hold to answer questions regarding the upcoming local option sales tax ballot question.

It was the consensus of the Council to not hold an additional open house for discussion of the upcoming local option sales tax ballot question.

- 4.B. Ordinance No. 2022-3049 changing the zoning classification of Lot Three (3), Block One (1), Happy Hollow Addition, to the City of McCook, Red Willow County, Nebraska, except that tract deeded to the State of Nebraska.

Mayor Gonzales asked the Clerk to read Ordinance No. 2022-3049 by title:

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING MCCOOK ZONING ORDINANCE NO. 2016-2929 CHANGING THE ZONING CLASSIFICATION OF LOT THREE (3), BLOCK ONE (1), HAPPY HOLLOW ADDITION, TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA, FROM INDUSTRIAL LIGHT (IL) TO BUSINESS COMMERCIAL (BC) DISTRICT; PROVIDE FOR THE REPEAL OF ANY OTHER CONFLICTING ORDINANCES; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

Ordinance No. 2022-3049 has been read by title and I move to approve upon its third and final reading. This motion, made by Calvin and seconded by Weedin, passed.

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

Mayor Gonzales stated for the record that Ordinance No. 2022-3049 is declared lawfully passed and adopted upon publication as required by law.

- 4.C. Ordinance No. 2022-3050 approving the voluntary annexation of a tract of land located in the S1/2 of the SE1/4 of Section 24, Township 3 North, Range 30 West of the 6th P.M., Red Willow County, Nebraska, said tract of land included in the parcel to be referred to as Heritage Pointe Addition Lot 2.

Mayor Gonzales asked the Clerk to read Ordinance No. 2022-3050 by title.

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

Ordinance No. 2022-3050 has been read by title and I move to approve upon its third and final reading. This motion, made by Weedin and seconded by Calvin, passed.

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

Mayor Gonzales stated for the record that Ordinance No. 2022-3050 is declared lawfully passed and adopted upon publication as required by law.

- 4.D. Ordinance No. 2022-3051 approving the zoning change request for Heritage Pointe Addition Lot 2, a tract of land located in the S1/2 of the SE1/4 of Section 24, Township 3 North, Range 30 West of the 6th P.M., Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Residential Medium Density District (RM) and Agricultural District (AG), to Business Commercial District (BC).

Mayor Gonzales asked the Clerk to read Ordinance No. 2022-3051 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING MCCOOK ZONING ORDINANCE NO. 2016-2929 CHANGING THE ZONING CLASSIFICATION OF LOT TWO (2), HERITAGE POINTE ADDITION, TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA, FROM RESIDENTIAL MEDIUM DENSITY (RM) AND AGRICULTURAL (AG) TO BUSINESS COMMERCIAL (BC) DISTRICT; PROVIDE FOR THE REPEAL OF ANY OTHER CONFLICTING ORDINANCES; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

Ordinance No. 2022-3051 has been read by title and I move to approve upon its third and final reading. This motion, made by Muehlenkamp and seconded by Rambali, passed.

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

YEA: 5, NAY: 0

Mayor Gonzales stated for the record that Ordinance No. 2022-3051 is declared lawfully passed and adopted upon publication as required by law.

4.E. Ordinance No. 2022-3047 providing for an amendment of Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees.

Mayor Gonzales asked the Clerk to read Ordinance No. 2022-3047 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E , WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2021-3014 AND ANY AND ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2022-3047 has been read by title and I move to approve upon its third and final reading. This motion, made by Muehlenkamp and seconded by Rambali, passed.

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

YEA: 5, NAY: 0

Mayor Gonzales stated for the record that Ordinance No. 2022-3047 is declared lawfully passed and adopted upon publication as required by law.

4.F. Council Comments.

The Council acknowledged the success of this years Heritage Days events, thanked Molly Smith, McCook Chamber of Commerce president, and city staff for all they do to make the event successful, and welcomed Tera as the new Assistant City Manager.

### **Adjournment.**

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 5:59 P.M.

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Michael D. Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

McCook City Council  
October 25, 2022  
12:00 PM Central  
Special Meeting

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

Present: Mayor Gonzales, Councilmembers Weedin, Muehlenkamp, Rambali.

Absent: Councilmember Calvin.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 21, 2022, 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.

1. Approve the application for a Special Designated Liquor License submitted by Uppa Crik Hops LLC/Uppa Crik Tap Room, Liquor License #CKG-123586, for a Farm Show to be held at the Alice Arena, 1412 West 5th Street, on November 18, 2022 from 9:00 A.M. to 6:00 P.M. and November 19, 2022 from 9:00 A.M. to 4:00 P.M.

Motion to approve the application for a Special Designated Liquor License submitted by Uppa Crik Hops LLC/Uppa Crik Tap Room, Liquor License #CKG-123586, for a Farm Show to be held at the Alice Arena, 1412 West 5th Street, on November 18, 2022 from 9:00 A.M. to 6:00 P.M. and November 19, 2022 from 9:00 A.M. to 4:00 P.M. This motion, made by Gonzales and seconded by Muehlenkamp, passed.

Calvin: ABSENT, Gonzales: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA  
YEA: 4, NAY: 0, ABSENT: 1

Adjournment

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 12.04 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 7, 2022 MCCOOK CITY COUNCIL MEETING**

**3.B.**

**ITEM NO. \_\_\_** Ratify the Mayor's appointment to the Economic Development Plan Citizen's Advisory Review Committee - appoint Rick Sinner to replace Bob Elder - term expires July 2023.

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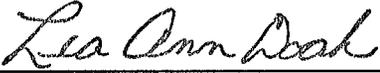
**BACKGROUND:**

The Mayor has contacted Rick Sinner to serve on McCook's Economic Development Plan Citizen's Advisory Review Committee, replacing Bob Elder. Mr. Sinner is willing to serve on the Committee. The term expires July 2023.

**APPROVALS:**

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

November 1, 2022

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

November 1, 2022

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

SEAN WOLFE  
424 Seminole Drive  
[swolfe@chmccook.org](mailto:swolfe@chmccook.org) 344-8306 (W)  
Appointed - October 2018 (Replaced Troy Bruntz)  
Reappointed July 2021  
Term Expires - July 2024

SARAH RENNER  
802 West 12<sup>th</sup> Street 345-7040 (W)  
[srenner@krd-fcu.org](mailto:srenner@krd-fcu.org)  
Appointed - September 2018 (Replaced Jerda Garey-Vickers) 340-0827 (C)  
Reappointed July 2021  
Term Expires - July 2024

LEON KUHLEN  
712 West "L" Street  
[kuhlen@mccooknet.com](mailto:kuhlen@mccooknet.com)  
Appointed - April 2008 (original 2-year term) 345-3981(H)  
Reappointed - July 2020  
Term Expires - July 2022

ALEXIS DAVIDSON 345-2580 (w)  
1505 Centennial Drive  
[adavidson@mccooknet.com](mailto:adavidson@mccooknet.com)  
Appointed - June 2021 replaced Danielle Johnson (original 2-year term)  
Term Expires - July 2022

JORDAN JOHNSON  
#15 Spyglass  
[jjohnson@mnb.bank](mailto:jjohnson@mnb.bank)  
Appointed - September 2017 replaced Linda Taylor (original 3-yr term)  
Reappointed - July 2020  
Term Expires - July 2023

RICK SINNER  
908 Missouri  
  
Appointed - November 2022 (Replaced Bob Elder)  
Term Expires - July 2023

JEANETTE PETERS 340-8560 (C)  
406 West "R" Street  
[jeanettepeters@hotmail.com](mailto:jeanettepeters@hotmail.com)  
Appointed - September 2018 (Replaced Bill Burton)  
Reappointed - October 2020  
Term Expires - July 2023

ALL FUTURE TERMS 3-YEAR

November 3, 2022

**CITY MANAGER'S REPORT  
NOVEMBER 7, CITY COUNCIL MEETING**

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**ITEM:**        3.C.

Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Corporate Holiday Party, at the Nebraska Army National Guard Armory, 38709 US Hwy 6, McCook, Nebraska, on December 10, 2022 from 1:00 P.M. to 12:00 A.M., with an alternate location of Valmont-McCook, 75 S US 83, McCook, Nebraska.

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**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.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**



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Lea Ann Doak, City Clerk

November 2, 2022



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Nathan A. Schneider, City Manager

November 2, 2022

**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 Ave, McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

124450

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 12-10-2022

Event Date(s): \_\_\_\_\_

Event Start Time(s): 1pm \_\_\_\_\_

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

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

Alternate Location Building & Address: Valmont-McCook, 75 S US 83, McCook, NE

Event Building Name: Nebraska Army National Guard Armory

Event Street Address/City: 38709 US HWY 6, McCook, NE

Indoor area to be licensed in length & width: 225 x 150

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

Type of Event: Corporate Holiday Party Estimate # of attendees: 450

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: 4029220774

Event Contact Email: andrew@sehnerts.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 7, 2022 CITY COUNCIL MEETING**

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**ITEM: 3.D.**

**RECOMMENDATION:**

**AUTHORIZE CITY STAFF TO PURCHASE ONE (1) NEW 2023 TRUVAC FLXX HYDRO EXCAVATOR TRUCK FROM MACQUEEN EQUIPMENT LOCATED IN LINCOLN NEBRASKA IN THE AMOUNT OF \$434,317.04 USING SOURCEWELL AS THE PURCHASING AGENT.**

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**BACKGROUND:**

The purchase of this piece of equipment will be accomplished through the purchasing agent, Sourcewell, as allowed by City Ordinance No. 2019-2990 which states "the purchasing agent, or his/her designee, to have the authority to join with other units of government in cooperative purchasing of supplies, equipment or services when the best interest of the City would be served thereby". By choosing this method of purchasing the City of McCook will save \$12,177.00.

The Water Department currently owns a Ditch Witch hydro excavation trailer purchased in 2016 in the amount of \$85,422.66. The hydro excavation trailer has been a great piece of equipment and has helped us out tremendously. The machine was initially purchased to do pot holing (small hole to identify a utility) and maybe help with the removal of mud on water leaks. The machine quickly took over the role as our number one machine for distribution repairs.

Hydro excavation is quickly growing into the best and safest way to excavate across the country. The trailer we currently own no longer meets our needs. We are using the trailer on every leak we report to. Its debris tank and suction hose size are too small for our demands. The TruVac FLXX is a truck mounted vac with more horsepower and suction, larger debris tank, more onboard water, larger suction hose and easier transportation. The truck has a lot of the same options as the trailer, but on a much larger scale. This machine allows for easier transportation to and from leaks, faster dig times, and less trips for dumping. Staff has toured and demoed the TruVac FLXX truck and are confident this piece of equipment will meet our needs. If approved the unit will be on site in February 2023.

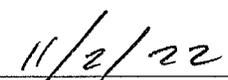
Staff discussed trading in the current Ditch Witch vac trailer or keeping it in our inventory. For the \$35,000 we would receive for trade, staff felt the machine would be better utilized in the future by Public Works.

**FISCAL IMPACT:** The TruVac FLXX is in the 2022-23 approved budget.

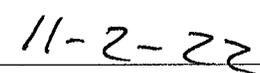
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**APPROVALS:**

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

  
\_\_\_\_\_  
Date

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

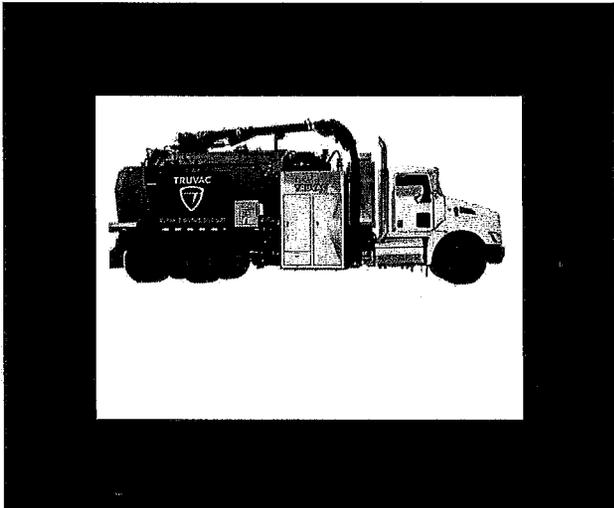
  
\_\_\_\_\_  
Date

CITY OF MCCOOK  
PROPOSED BUDGET REPORT  
AS OF: SEPTEMBER 30TH, 2022

70 -ENTERPRISE FUND  
WATER MAINTENANCE & OPERA

DEPARTMENTAL EXPENDITURES	2018-2019	2019-2020	2020-2021	2021-2022		2022-2023	
	ACTUAL	ACTUAL	ACTUAL	Y-T-D	PROJECTED	REQUESTED	PROPOSED
				BUDGET	YEAR END	BUDGET	BUDGET
<b>BUDGETED TRANSFERS</b>							
70-050-55515 TRANS/WATER O&M EQUIP RESERVE	0	0	0	0	0	40,000	40,000
70-050-55530 TRANS/WATER TREAT PLANT RESER	120,000	120,000	120,000	110,000	120,000	120,000	120,000
70-050-55600 TRANS/WATER QUALITY SOLUTION	0	0	0	0	0	0	0
70-050-55660 TRANSFER/REPERMITTING DEEP WE	3,200	3,200	3,200	2,933	3,200	3,200	3,200
70-050-55710 TRANSFER TO SPECIAL ASSESMEN	0	0	11,216	0	0	0	0
70-050-55750 TRANSFER TO ADMINISTRATION	60,000	60,000	60,000	55,000	60,000	60,000	60,000
70-050-55910 TRANS/WATER BOND & INT REDEMP	406,710	440,013	436,073	401,084	437,546	359,576	359,576
70-050-55930 TRANSFER TO WATER CAP - REPLA	200,000	200,000	200,000	183,333	200,000	200,000	200,000
<b>TOTAL BUDGETED TRANSFERS</b>	789,910	823,213	808,057	752,350	820,746	782,776	782,776
<b>CAPITAL OUTLAY</b>							
70-050-56030 OTHER IMPROVEMENTS	0	0	0	0	0	0	0
70-050-56040 MACHINERY & EQUIPMENT	14,003	( 8,857)	10,483	60,216	67,067	520,850	520,850
CORDLESS TOOL SET	0	0	0	0	0	2,200	2,200
LAP TOP	0	0	0	0	0	1,000	1,000
SONETICS COMM HEADSET	0	0	0	0	0	1,000	1,000
2" TRASH PUMP	0	0	0	0	0	1,750	1,750
WALK BEHIND CONCRETE SA	0	0	0	0	0	10,000	10,000
TRUVAC FLXX HYDRO EXCAV	0	0	0	0	0	450,000	450,000
UTV CHEMICAL SPRAYER	0	0	0	0	0	1,500	1,500
UTV SNOW PLOW	0	0	0	0	0	1,500	1,500
WTF CORDLESS TOOL SET	0	0	0	0	0	2,200	2,200
STRING TRIMMER WTF	0	0	0	0	0	500	500
SNOW BLOWER WTF	0	0	0	0	0	700	700
TRACTOR BALLAST BOX WTF	0	0	0	0	0	700	700
1/2 TON WORK TRUCK WTF	0	0	0	0	0	45,000	45,000
WORK TRUCK TOOL BOXES W	0	0	0	0	0	2,800	2,800
70-050-56040015 MACHINERY & EQUIPMENT	0	0	0	0	0	0	0
70-050-56999 ASSET EXPENSE	0	0	0	0	0	0	0
<b>TOTAL CAPITAL OUTLAY</b>	14,003	( 8,857)	10,483	60,216	67,067	520,850	520,850
<b>TOTAL WATER MAINTENANCE &amp; OPERA</b>	2,857,424	2,919,264	3,053,260	2,250,740	2,368,631	2,849,646	5,013,617





**CITY MANAGER'S REPORT  
NOVEMBER 7, 2022 CITY COUNCIL MEETING**

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**ITEM:        3.E.**

**RECOMMENDATION:**

**AUTHORIZE CITY STAFF TO PURCHASE ONE (1) NEW 2023 JOHN DEERE 1025R SUB-COMPACT UTILITY TRACTOR INCLUDING A 54 INCH HEAVY DUTY SNOW BLOWER AND 60 INCH HEAVY DUTY ROTARY BROOM FROM AKRS EQUIPMENT SOLUTIONS IN THE AMOUNT OF \$35,282.50 UTILIZING A NEBRASKA STATEWIDE CONTRACT IN PARTICIPATION WITH THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) VALUEPOINTE FOR USE IN THE CEMETERY DEPARTMENT.**

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**BACKGROUND:**

City of McCook Ordinance No. 2019-2990 allows “the purchasing agent, or his/her designee, to have the authority to join with other units of government in cooperative purchasing of supplies, equipment or services when the best interests of the City would be served thereby”.

The National Association of State Procurement Officials (NASPO) ValuePoint provides the highest standard of excellence in public cooperative contracting. By leveraging the leadership and expertise of all states and the purchasing power of their public entities, NASPO ValuePoint delivers the highest valued, reliable and competitively sourced contracts – offering public entities outstanding prices

On July 9, 2020 the State of Nebraska awarded a contract to Deere and Company under NASPO Master Agreement number E 194-81037-CNH, Contract Number 15347 OC to supply and deliver grounds maintenance equipment to State of Nebraska agencies and political subdivisions for the period of July 10, 2020 through February 27, 2023.

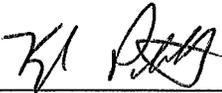
This sub-compact 4-wheel drive utility tractor, snowblower and broom qualify under this contract which will provide an 18% discount off of the Manufacturers Suggested Retail Price (MSRP). The MSRP for this equipment package is \$43,027.44. With the 18% discount the purchase price is reduced to \$35,282.50. This is a very important piece of equipment as it is used to remove snow off sidewalks that the City of McCook is responsible for.

This mini tractor will be more valuable as it is designed to perform the work that is expected of it. The tractor will be enclosed with a cab that will include heat. There are other attachment options that could be purchased in the future making this piece of equipment even more versatile.

In the budget for FY 2022/2023, we currently have \$43,000.00 budgeted for this equipment.

**FISCAL  
IMPACT:** None

**APPROVALS:**

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

October 31, 2022

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

October 31, 2022

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**15347 OC**

PAGE 1 of 1	ORDER DATE 07/09/20
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 838685	
VENDOR ADDRESS:  DEERE & COMPANY DBA AG & TURF STRATEGIC ACCOUNTS BUSINESS DIVISION 2000 JOHN DEERE RUN CARY NC 27513-2789	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**JULY 01, 2020 THROUGH FEBRUARY 27, 2023**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO Contract #: E194-81037

Contract to supply and deliver GROUNDS MAINTENANCE EQUIPMENT to State of Nebraska agencies and political sub-divisions for the period of July 1, 2020 through February 27, 2023 with the option to renew for Two (2) additional one (1) year period per the terms, conditions and specifications of the of the Contract E 194-81037-CNH.

The MASPO ValuePoint Contrat can be found at <https://www.naspovaluepoint.org>

Payment Terms: Net 45

Vendor Contact: Tamara Hebert, Contract Administrator  
Phone: 800-358-5010, Opt 2  
Cell: N/A  
Email: GovcontractSupport@JohnDeere.com

(MH 7/6/20)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GROUNDS MAINTENANCE EQUIPMENT	1.0000	EA	1,000,000.0000

*Christie Kelly, D. MS*  
BUYER  
MATERIEL ADMINISTRATOR 7/15/20

**DEERE & COMPANY**  
**Contract E194-81307 DISCOUNT SCHEDULE**

Price Page Tabs	Product Descriptions	Discounts off MSRP
<b>TURF EQUIPMENT</b>		
L21	Residential Zero-Turn-Radius Mowers & Equipment (excludes Z700s)	4%
L21	Residential Zero-Turn-Radius Mowers & Equipment (Z700s only)	9%
L25	Lawn Tractors (E100s, S240s only) & Equipment	4%
L25	Lawn Tractors (X300s only) & Equipment	18%
L30	Garden Tractors & Equipment	18%
L35	Equipment for Lawn & Garden Tractors	18%
C10	Commercial Walk-Behind Mowers & Equipment	23%
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%
C15	Commercial Front Mowers & Equipment	23%
C18	Commercial Wide Area Mowers & Equipment	23%
C20	Compact Utility Tractors & Equipment	18%
C21	Equipment for Commercial Mowing Products	23%
C25	Equipment for Compact Utility Tractors	18%
C39	High Performance Utility Vehicles & Equipment	14%
C40	Mid Duty Crossover Utility Vehicles & Equipment	14%
C41	Full Size Crossover Utility Vehicles & Equipment	14%
C42	Gator Utility Vehicles & Equipment	17%
C47	HPX Utility Vehicles & Equipment	14%
C48	Implements for Utility Vehicles	14%
<b>GOLF EQUIPMENT</b>		
G10	Reel Mowers & Equipment	24%
G15	Special Application Mowers & Equipment	24%
G20	Special Application Vehicles & Equipment	24%
G25	Aeration & Equipment	24%
G30	Debris Maintenance & Equipment	24%
G35	Golf Fleet Management	13%
<b>AGRICULTURAL EQUIPMENT</b>		
A2	Ag Tractors 5045E, 5055E, 5065E, 5075E	14%
A2	Ag Tractors 5090E, 5090EL, 5100E	19%
A2	Ag Tractors 5000Ms, Rs, GLs, GVs, GNs, MHs and MLs	22%
A2	Ag Tractors 6000-9000 Series	24%
A3	Combines	22%
A4	Cotton	22%
A5	Hay & Forage	22%
A6	Tillage	22%
A7	Planting & Seeding	22%
A8	Sprayers	22%
A9	Implements & Attachments	24%
A10	Ag Management Solutions (AMS)	Discount will be the same as the tractor's discount
<b>FRONTIER PRODUCTS</b>		
Frontier	Cotton	18%
Frontier	Cutting & Mowing	18%
Frontier	Hay & Forage	18%
Frontier	Landscaping	18%
Frontier	Livestock	18%
Frontier	Material Handling	18%

**DEERE & COMPANY**  
**Contract E194-81307 DISCOUNT SCHEDULE**

<b>Price Page Tabs</b>	<b>Product Descriptions</b>	<b>Discounts off MSRP</b>
Frontier	Planting & Seeding	18%
Frontier	Snow Equipment	18%
Frontier	Sprayers	18%
Frontier	Tillage	18%

Discounts listed are off John Deere's list price (MSRP). List price can be found on [www.deere.com](http://www.deere.com) by utilizing "Build Your Own" and building the desired machine.

**Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.**

**Note: For equipment deliveries to NASPO participating entities in Alaska or Hawaii, factory freight to the delivering dealer will be paid by the end-user. Factory freight is known at the time of quoting and will be included on the quote to the end-user.**

**Note: John Deere dealers have the option to charge \$4.00 per loaded mile to deliver the equipment to the end-user. Mileages will be calculated using Google Maps.**



**GROUND MAINTENANCE  
EQUIPMENT (2020-2025)**

*Led by the Commonwealth of Virginia*

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**Master Agreement #:** E194-81037

**Contractor:** Deere & Company

**Participating Entity:** *State of Nebraska*

**PARTICIPATING ENTITY CONTRACT NUMBER:** 15347 OC

The Contractor shall provide **Ground Maintenance Equipment** to the Participating Entity as set forth in the Master Agreement for the following categories:

- Category 1: Tractors (heavy duty and compact)
- Category 2: Tractor Towed PTO (Gang Mowers and Single Unit Mowers)
- Category 3: Off Road Utility Vehicles
- Category 4: Self Propelled Riding Mowers (Medium Duty Wide Coverage and Zero Turn)

The following categories of products or services are not included in this agreement:

- Category 5: Turf Maintenance (Towed and Ground Driven)

**Master Agreement Terms and Conditions:**

1. **Scope:** The terms and conditions of the Contractor's NASPO ValuePoint Master Agreement for Ground Maintenance Equipment (2020-2025) led by the Commonwealth of Virginia, remain in full force and effect. This Participating Addendum to the Contractor's Master Agreement allows the addition of specific terms and conditions required by the Participating Entity.
2. **Participation:** This Participating Addendum, as authorized by the Participating Entity's State statutes to utilize the Master Agreement with the prior approval of the State's Chief Procurement Official, may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the Participating Entity's State. Issues of interpretation and eligibility for participation are solely within the authority of that State's Chief Procurement Official.
3. **Term:** The initial term of the Master Agreement shall be for three (3) years and is effective from February 28, 2020 through February 27, 2023, with two (2) optional additional one (1) year renewals. The term of this Participating Addendum is effective from the date of execution by both parties and the term of the Participating Addendum will coincide with the Master Agreement's term in its entirety, including any renewals or extensions.
4. **Pricing:** Any products and/or services ordered under this Participating Addendum shall include the Contractor's Master Agreement negotiated percentage discount off the products and/or services available on the Contractor's current price catalog/list (MSRP/MPL).
5. **Warranty:** All products furnished by the Contractor under this Participating Addendum shall be covered by all commercial warranties the Contractor provides for such products under the Master Agreement.



**GROUND MAINTENANCE  
EQUIPMENT (2020-2025)**

*Led by the Commonwealth of Virginia*

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**TERMS AND CONDITIONS**

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

Contractor may request that proprietary information be excluded from the posting. The Contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The Contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE CONTRACT IS PROPRIETARY. COSTS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the agency determines it is required to release proprietary information, the Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, and authorize others to use the documents, or otherwise use the Contract or other documents received with regard to the Contract. Contractor specifically waives any copyright or other protection the Contract or other documents may have. This reservation and waiver is a prerequisite for entering into this Contract.

Contractor agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the Contract or documents.



**GROUND MAINTENANCE  
EQUIPMENT (2020-2025)**

*Led by the Commonwealth of Virginia*

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**D. GOVERNING LAW**

Notwithstanding any other provision of this Contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**E. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**F. CHANGE ORDERS OR SUBSTITUTIONS**

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period, the State reserves the right to amend this contract to include the alternate product at the same price.

**\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**G. NOTICE OF POTENTIAL CONTRACTOR BREACH**

If Contractor breaches the Contract or anticipates breaching the Contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the Contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**H. BREACH**

Either Party may terminate the Contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the Contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.



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The Contractor agrees to provide Quarterly Administrative Fee(s) / Rebates(s) in the form of a check by the following Due Dates:

<u>Period End Due Dates</u>	<u>Fee(s) / Rebate(s) Due Dates</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

**M. QUARTERLY ADMINISTRATIVE FEE(S) / REBATE(S) REMITTANCE LOCATION**

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau  
c/o Central Finance, Administrative Services  
1526 K Street, Suite 240  
Lincoln, NE 68508

**1. SELF-INSURANCE (Statutory)**

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**2. ATTORNEY GENERAL'S AUTHORITY**

The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**N. ATTORNEY'S FEES**

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

**O. ASSIGNMENT, SALE, OR MERGER**

Either party may assign the Contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the Contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the Contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this Contract and perform all obligations of the Contract.

**P. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this Contract. The Terms and Conditions, including price, of the Contract may not be amended. The State shall not be contractually obligated or liable for any Contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this Contract. The terms and conditions, including price, of this Contract shall apply to any such Contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any Contract entered into pursuant to this clause. The State shall be notified if a Contract is executed, based upon this Contract.



**GROUND MAINTENANCE  
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*Led by the Commonwealth of Virginia*

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**II. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the Contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the Contract. The personnel the Contractor uses to fulfill the Contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a Subcontractor to fulfill the terms of the Contract shall remain under the sole direction and control of the Contractor or the Subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the Contract;
4. Maintaining Workers' Compensation and health insurance that complies with State and Federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any Contract with a subcontractor does not conflict with the terms and conditions of this Contract.

The Contractor shall include a similar provision, for the protection of the State, in the Contract with any Subcontractor engaged to perform work on this Contract.

**B. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the Contract.

**C. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A Federal Immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent Federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.



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The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two (2) years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

**I. STATE PROPERTY**

The Contractor shall be responsible for the proper care and custody of any State-owned property, which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**J. SITE RULES AND REGULATIONS**

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

**K. ADVERTISING**

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**L. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nltc.nebraska.gov/standards/2-201.html> and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**M. DISASTER RECOVERY/BACK UP PLAN**

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods as specified under the specifications in the contract in the event of a disaster.

**III. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**B. TAXES**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

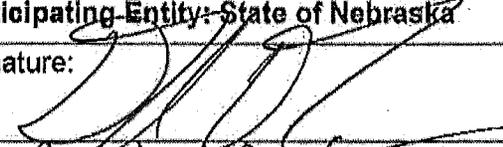
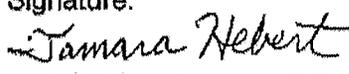
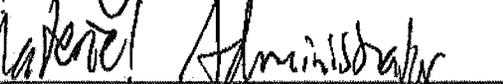
**C. INVOICES**

Invoices for payments must be submitted by the Contractor to the agency requesting the goods and/or services with sufficient detail to support payment. The Terms and Conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No Terms or Conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such Term or Condition, unless the invoice Term or Condition has been previously agreed to by the State as an amendment to the contract.



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IN WITNESS, WHEREOF, the parties have executed this Contract as of the date of execution by both parties below.

<b>Participating Entity: State of Nebraska</b>	<b>Deere &amp; Company</b>
Signature: 	Signature: 
Name: 	Name: Tamara Hebert
Title: 	Title: Contract Administrator
Date: 	Date: 7-9-2020

**PLEASE NOTE:** Fully executed Participating Addendums must be submitted, via email in pdf format, to NASPO ValuePoint at: [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org)

For questions regarding the Participating Addendum process, please contact the NASPO ValuePoint Cooperative Contract Coordinators Team at [ccc@naspovaluepoint.org](mailto:ccc@naspovaluepoint.org)

## **ATTACHMENT A SCOPE OF WORK**

This Scope of Work reflects the Statement of Needs from Request for Proposal (RFP) #377 and any changes identified in Addendums 1, 2, and 3 of the RFP. The specific Categories awarded to the Contractor are listed on the signature page of this Master Agreement.

### **SCOPE OF WORK:**

#### **A. GENERAL REQUIREMENTS**

The Contractor shall provide new equipment and warranty work with replacement parts, therefore a dealer network is required for complete coverage of all states and territories of the United States.

The Contractor shall provide a complete listing of all dealers/distributors within the U.S. and U.S. Territories. Participating States will have an opportunity to have a listing of the dealers/distributors located within their State included in their Participating Addendum.

#### **B. EQUIPMENT**

1. Equipment offered under the Contract shall be new and current models with the exception of any products offered on a Contractor's Hot List. All equipment shall comply with any current applicable safety or regulatory standards or codes.
2. Contractor may request to delete products as needed and add new products as soon as they are available to dealers/distributors so there is no delay in products being readily available to Authorized Users. All requests must be approved by the Contracting Officer.
3. Contractor must immediately notify Authorized User when they order an obsolete or out of stock product and of any equivalent substitutes. Substitutions are not permitted unless agreed upon in writing by the Authorized User and must be at the same or increased discount of percentage based on the contract award.
4. Contractor shall provide with equipment, an operations and maintenance manual with wiring diagrams and parts list. The manual may be in electronic format.
5. Grounds Maintenance Equipment is not considered to include the following:
  - a. Heavy construction equipment
  - b. Skid steers or mini-excavators
  - c. Trailers
  - d. Aerial lifts or bucket trucks

### **C. CONTRACT PRICING**

Contractor will provide complete catalog current price list contracts to provide for new grounds maintenance equipment to be made available for purchase. The purchase price shall be the OEMs current price book/product list (MSRP/MPL) in effect at the time the order is placed minus the Contract's negotiated percentage discount. Authorized Users will reference the Contractor's discount table and contact their local authorized dealer/distributor for specific pricing or use another method provided by the Contractor.

At any time throughout the term of the contract, Contractor may submit to the Contracting Officer, Hot List Program Pricing as long as those products are clearly labeled as such. This option must be made available to all Authorized Users.

### **D. WARRANTY**

Contractor agrees that the products furnished under any resulting contract shall be covered by all commercial warranties the Contractor provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the Commonwealth of Virginia or Participating States by any other clause of any resulting contract. The Contractor warrants that at the time of delivery, all equipment purchased under any resulting contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this RFP.

All warranty work performed and parts/materials supplied shall meet OEM warranty requirements. Equivalent substitutions must be approved by the Authorized User's contact person prior to installation. Warranty work performed not meeting specifications or found to be defective and shall not be accepted. The Contractor shall be required to make repairs or corrections at no additional cost to the authorized user.

All equipment warranties shall start on the date the equipment is accepted by the Authorized User and shall be for the full term as stated in the warranty. Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the Authorized User requesting the service. The following information shall be provided in order to determine ownership of the equipment:

- Name of Authorized User, if applicable.
- Make, Model, and VIN of equipment
- Control number/Inventory Number of Authorized User

Repairs made that are covered by a warranty shall not be paid for by the Authorized User. The Contractor shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work. All persons utilized in the performance of any resulting contract shall be employees of the Contractor and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.

## **G. LEASING AND FINANCING**

Procurement and other applicable laws of some purchasing entities may permit the use of leasing or alternative financing methods for the acquisition of products under the contract. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Authorized User. Authorized User is to follow the policy and guidelines outlined by their purchasing authority or state regulations and statutes.

## **H. TRADE-IN**

Authorized User and Contractor may negotiate trade-in allowances.

districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

**Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

**Product** means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

**Purchasing Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

### ***3. Term of the Master Agreement***

a. The initial term of this Master Agreement is for 2 year. This Master Agreement may be extended beyond the original contract period for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

### ***4. Amendments***

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and

eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

## **6. Administrative Fees**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## **7. NASPO ValuePoint Summary and Detailed Usage Reports**

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org/Account/Login?ReturnUrl=%2F>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if

personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years after] award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

#### **9. NASPO ValuePoint eMarket Center**

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction

in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

#### **14. Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

### **18. Title of Product**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

### **19. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

## **General Provisions**

### **20. Insurance**

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Lead State to review compliance with those obligations.

## **22. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in

Cancellation of this Master Agreement is governed by Attachment C, section 3, Cancellation of Contract. Any Participating Entity may cancel its participation upon 30 days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

### **28. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

### **29. Defaults and Remedies**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 10 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and

error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
- (b) specified by the Contractor to work with the Product; or
- (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- (d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### ***33. No Waiver of Sovereign Immunity***

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of

**ATTACHMENT C  
COMMONWEALTH OF VIRGINIA  
GENERAL TERMS AND CONDITIONS**

The following terms and conditions are MANDATORY and shall be included verbatim in any Contract awarded by the Commonwealth.

**A. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the "I Sell to Virginia" tab.

**B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**C. ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E). In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**I. CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**J. PAYMENT:**

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

**O. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

(i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

**Y. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

**Z. BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

**AA. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**CITY MANAGER'S REPORT  
NOVEMBER 7, 2022 CITY COUNCIL MEETING**

**ITEM: 3.F.**

**RECOMMENDATION:**

**APPROVE AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES FOR THE WASTEWATER TREATMENT FACILITY UPGRADES WITH MILLER AND ASSOCIATES CONSULTING ENGINEERS, P.C. AND AUTHORIZE THE MAYOR TO SIGN.**

**BACKGROUND:**

Miller and Associates Consulting Engineers P.C. is the firm our selection committee chose through the RFQ process. This agreement, with Miller and Associates Consulting Engineers, P.C., is for the Wastewater Treatment Facility future upgrades. This agreement only covers phase 1 of the agreement (planning phase). Phase 1 must be complete before any work can start on phase 2 (design phase).

**FISCAL IMPACT:**

**APPROVALS:**

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

Date: 11/2/22

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

Date: 11-2-22

# An Agreement for the Provision of Limited Professional Services

**Design Professional Firm:** MILLER & ASSOCIATES,  
CONSULTING ENGINEERS, P.C.  
1111 Central Avenue  
Kearney, NE 68847  
(hereinafter called ENGINEER)

**Client:** CITY OF MCCOOK  
505 West C Street  
P.O. Box 1059  
McCook, NE 69001  
(hereinafter called CITY)

**Date:** October 2, 2022

**Project No.** 200-D1-029

**PROJECT NAME/LOCATION:** Facility Plan for the McCook Wastewater Treatment Facility

**SCOPE/INTENT AND EXTENT OF SERVICES:** The ENGINEER has been selected through an RFQ process completed by the City with a proposal for engineering services related to the Wastewater Treatment Facility (WWTF). The ENGINEER has been retained to provide the following services:

- Phase 1 - Facility Plan to evaluate potential causes for current and potential NPDES non-compliance and evaluate potential treatment alternatives. These alternatives include improvements to the existing WWTF and/or renovations necessary to update the existing facilities to meet future growth and potential future discharge limits. The Facility Plan will also evaluate alternative treatment processes as outlined in the proposal for Sequencing Batch Reactors (SBRs) or modified activated sludge process. The final Facility Plan will be submitted to the City and then to Nebraska Department of Environment and Energy (NDEE) for final approval.
- Phase 2 - Design, Bidding, Construction, Startup, and Demonstration of the recommended improvements.

It is not feasible to forecast the scope of services for Phase 2 without first completing Phase 1. Therefore, this proposed scope of services only includes services for Phase 1. An Amendment for Phase 2 services will be negotiated at the completion of Phase 1.

The Facility Plan will include the following tasks:

## Task 1.0 - Develop Facility Basis of Design Criteria

Task 1.0 will include updating the WWTF design criteria developed during previous phases of facility improvements. The update will be based on recent historical data and projected future capacity requirements. Criteria such as service area growth data, population projections, and needs assessment will be used.

### Task 1.01 - Future Conditions

Develop future wastewater projections including anticipated organic and hydraulic loadings based upon existing treatment plant records, water usages, City population projection, and anticipated commercial growth data.

### Task 1.02 - Regulatory Consideration

Review National Pollutant Discharge Elimination System (NPDES) Permit No. NE0021504, which was effective starting July 1, 2022.

### **Task 1.03 – Permitting**

Consult with NDEE and establish final NPDES permit requirements associated with the upgrade of proposed treatment facilities.

### **Task 1.04 – Process Model**

Based upon the analysis of recent treatment data and existing conditions, develop and calibrate BioWin process model and plant hydraulic model for the existing treatment processes and simulate various existing conditions.

### **Task 1.05 – Design Basis**

Using the data and information developed under the previous tasks, establish existing treatment performance. Based on the current performance, a formulated design to meet the 20-year planning needs will be reported.

## **Task 2.0 – Identification of Alternates**

Task 2.0 will include identifying alternatives for WWTF improvements to be evaluated using the information gathered in Task 1. The major components of work included in Task 2 are described as follows:

### **Task 2.01 – Review Existing WWTF Processes**

Use the BioWin process model to confirm the existing plant operations and performance, as well as the performance of the individual unit processes. Utilizing the updated hydraulic model, check the hydraulic capacities of the plant and individual units.

### **Task 2.02 – Identify WWTF Nutrient Removal Alternatives**

Identify and review process alternatives for providing an advanced level of treatment meeting the potential future ammonia, nitrogen, and phosphorus limits and other anticipated NDEE requirements.

### **Task 2.03 – Identify Alternatives for Other Proposed WWTF Improvements**

Identify other planned WWTF improvements including those required for the proposed effluent limits, and identify other improvements for improving operational reliability and efficiency. These could include modifications of screening, grit removal; sludge dewatering, biosolids handling, and/or disposal; upgrade of head works; elimination of the existing RBCs and clarifiers; and ancillary buildings.

### **Task 2.04 – Assessment of Existing Facility**

Provide a cursory review of existing facility structures and mechanical equipment based on an initial site inspection and plant staff input. From this review, assess current conditions and recommend repair or replacement as part of WWTF improvement plan.

### **Task 2.05 – Alternative Review Workshop**

Conduct a workshop with the City Utilities Department staff to review the alternatives identified for WWTF improvements. The primary goal of this workshop is to determine the most feasible and/or preferred alternatives. The Engineer will develop meeting

minutes summarizing discussion items and associated decisions including a listing of alternatives selected for further evaluation.

### **Task 3.0 – Evaluation of Alternatives**

Task 3.0 will include the evaluation of process alternatives identified and other improvements outlined under Task 2.0. The major components of work included in Task 3.0 are described as follows:

#### **Task 3.01 – Modeling of Alternatives**

Based on the narrowed selection of feasible and preferred alternatives from Task 2.0, evaluate unit process designs using the process and plant hydraulic models developed under Task 2.0. Conduct simulations using the 20-year basis of design.

#### **Task 3.02 – Develop Preliminary Layout of WWTF Alternatives**

Develop schematic layouts of the process alternatives and other improvements selected under Task 2.0. The layouts will be developed to a conceptual level of detail. The schematic drawings will include the following:

- Site Plan
- New Tank/Structures Plans (One-line drawings)
- Hydraulic Profile
- Process Flow Schematic

#### **Task 3.03 – Estimate Present Worth Cost of Alternatives**

Develop preliminary estimates of probable construction cost for selected process alternatives evaluated and other improvements outlined under Task 2.0. Develop preliminary 20-year operation and maintenance costs for evaluating the identified alternatives. The construction costs and operation and maintenance costs will be combined into net present worth costs for evaluating and ranking the various alternatives.

#### **Task 3.04 – Alternative Selection Workshop**

After evaluating the selected process alternatives, conduct a workshop with the City's Utility Department to review the evaluation, and select the alternative recommended for implementation. The Engineer will develop meeting minutes summarizing discussion items and associated decisions.

### **Task 4.0 – Develop Facility Plan**

Task 4.0 will include the development of a Facility Plan to summarize the recommended WWTF improvements. The Facility Plan will be prepared such that it can be submitted to funding agencies, if necessary.

#### **Task 4.01 – Draft Facility Plan**

The Facility Plan will include the following:

- Summary of updated design criteria and future projections.
- Updated summary of existing WWTF capacity.
- Modeling results.

- Evaluation of alternatives for WWTF improvements.
- Summary of recommended WWTF improvements.
- Preliminary Opinion of Construction Costs for proposed WWTF improvements.
- Project implementation schedule.

The Facility Plan will undergo an internal technical review process by the Engineer prior to City submittal. The reviewers will be involved throughout the project to ensure technical quality.

**Task 4.02 – Facility Plan Review**

Submit draft Facility Plan to the City’s Utility Department for review and comment. After the review period, a meeting will be held with Utilities staff to discuss comments regarding the Facility Plan.

**Task 4.03 – Facility Plan Presentation**

After City Utility Department’s comments have been addressed through revision of the Facility Plan, attend a meeting with the City Council to present and review Facility Plan if requested by the City Utility Department.

**Task 4.04 – Finalize Facility Plan**

Finalize Facility Plan and submit copies to City, funding agencies and NDEE.

**FEE:** Services will be invoiced on a lump sum basis as follows:

Task 1.0 Services	Develop Facility Basis of Design Criteria	\$ 5,900
Task 2.0 Services	Identification of Alternatives	\$ 2,900
Task 3.0 Services	Evaluation of Alternatives	\$ 7,800
Task 4.0 Services	Develop Facility Plan	<u>\$29,300</u>
	LUMP SUM TOTAL	\$45,900

**EXCLUDED SERVICES:** The following services are not included in the scope of work but can be added upon written request by the City, for an additional negotiated fee:

1. Legal survey and easements, as it is assumed the improvements are in existing owned land or public right-of-way
2. All permitting and review fees, if required by regulatory agencies
3. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Rebidding or renegotiating contracts to reduce the contract costs to funds available shall be considered Additional Services.
4. Furnishing services of Engineer’s Consultants for other than Basic Services
5. Wastewater testing
6. Design services

Offered by:

Accepted by:

Chris Miller 10/28/22  
signature date

\_\_\_\_\_  
signature date

Chris A. Miller, P.E.  
Printed name/title

\_\_\_\_\_  
Printed name/title

Miller & Associates,  
Consulting Engineers, P.C.  
Name of ENGINEER

City of McCook, Nebraska  
Name of CLIENT

The *Terms and Conditions* required on the following page are a part of this Agreement

## *Terms and Conditions*

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The Engineer shall perform the services outlined in this agreement for the stated fee arrangement.

### **Access To Site:**

Unless otherwise stated, the Engineer will have access to the site for activities necessary for the performance of the services. The Engineer will take precautions to minimize damages due to these activities, but the cost of restoration of any resulting damage has not been included in the fee.

### **Dispute Resolution:**

Any claims or disputes made during design, construction or post-construction between the City and Engineer shall be submitted to non-binding mediation. City and Engineer agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, supplies and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

### **Billing/Payment:**

Invoices for the Engineer's services shall be submitted, at the Engineer's option, either between completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Engineer may, without waiving any claim or right against the City, and without liability whatsoever to the City, terminate the performance of the service. Retainers shall be credited on the final invoice.

### **Late Payments:**

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the City shall pay all costs of collection, including reasonable attorney's fees.

### **Indemnification:**

The City shall, to the fullest extent permitted by law, indemnify and hold harmless the Engineer, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Engineer.

### **Certifications:**

Guarantees and Warranties: The Engineer shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Engineer cannot ascertain.

### **Limitation of Liability:**

In recognition of the relative risks, rewards and benefits of the project to both the City and the Engineer, the risks have been allocated such that the City agrees that, to the fullest extent permitted by law, the Engineer's total liability to the City for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the fee. Such cause may include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### **Termination of Services:**

This agreement may be terminated by the City or the Engineer should the other fail to perform its obligations hereunder. In the event of termination, the City shall pay the Engineer for all services rendered to the date of termination.

### **Ownership of Documents:**

All documents produced by the Engineer under this agreement shall remain the property of the Engineer and may not be used by the City for any other endeavor without the written consent of the Engineer.

**CITY MANAGER'S REPORT  
NOVEMBER 7, 2022 CITY COUNCIL MEETING**

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**ITEM:**        3.G.

**RECOMMENDATION:**

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

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**BACKGROUND:**

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

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

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

**FISCAL  
IMPACT:**        None.

**RECOMMENDATION:**

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

**APPROVALS:**

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

November 1, 2022

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

November 1, 2022

CITY OF MCCOOK  
SNOW AND ICE CONTROL AND REMOVAL OPERATION  
PROCEDURES AND POLICIES

DEPARTMENT OF PUBLIC WORKS

STREET DIVISION

REVISED NOVEMBER, 2022

AGREEMENT WITH COUNTY

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Attachment A - Snow Emergency Ordinance No. 1882 - Section 5-1023  
Attachment B - Interlocal Agreement (Red Willow County) dated November 5, 2001

## SUMMARY OF POLICIES

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

## SNOW POLICY - SALT BRINE PRE-TREAT OPERATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DUTIES OF PERSONNEL AND OFFICERS

### GENERAL INSTRUCTIONS

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

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

**PUBLIC WORKS PERSONNEL**  
Contact List

CELL NUMBERS

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

HOME NUMBERS

Kyle Potthoff	CELL	Rick Province	CELL	Pat Fawver	CELL
Tyler Kalinski	CELL	Dave Gummere	CELL	Tyrel Riggs	CELL
Ron Maris	CELL	Dwayne Brunswick	CELL	Mike Stark	CELL
Randy Zwickle	CELL	Jerome Biegler	CELL	Ryan Van Pelt	CELL
Kenny Vontz	Home	Rick Lorentz	CELL	Jarod Doyle	CELL
Dave Korte	CELL	Rick Kinne	CELL	Trevor Van Pelt	CELL
Matt Coulter	CELL	Ron Lauer	CELL	Nathaniel Chitwood	CELL
Clayton Stevens	CELL	Wayne Cook	CELL	John White	CELL
Tony Rouse	CELL	Greg Pollnow	CELL	Ron Leonard	CELL
Paul Younger	CELL				
Kirk Wilson	CELL				
Steve Miller	Home				
Seth Province	CELL				

## UNIT 45 - SALT UNIT

### SALT ROUTE

NOTE: Notify Police at start and finish.

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

## **PROCEDURES AND POLICIES FOR SNOW PLOWING OPERATION**

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

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

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

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

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

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

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

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

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

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

## SNOW EMERGENCY ROUTES

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

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

## #56 MAINTAINER

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

### REMOVE SNOW WITH MAINTAINER IN DOWNTOWN AREA

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

## #53 LOADER

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

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

## #55 LOADER

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

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

## AIRPORT SNOW PLOWING OPERATIONS

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

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

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

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

NOTE: - NOTAM -

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

### **\*\*Personnel authorized to issue a NOTAM**

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

## **DOWNTOWN AND "B" STREET SNOW HAULING OPERATION**

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

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

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

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

## **(SIDEWALKS)**

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

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

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

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

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

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

City of McCook

County of Red Willow

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Kurt Fritsch, City Manager

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Earl McNutt, Chairman  
Red Willow County Commissioners

**CITY MANAGER'S REPORT  
NOVEMBER 7, 2022 CITY COUNCIL MEETING**

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**ITEM:        3.H.**

**RECOMMENDATION:**

**AWARD THE BID FOR ONE NEW 2024 FREIGHTLINER M2106 WITH A KANN 31 YARD PACKER BODY MODEL NUMBER CSL XS SLEC TO NEBRASKA TRUCK CENTER IN THE AMOUNT OF \$252,578.00.**

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**BACKGROUND:**

On October 25, 2022 sealed bids were opened for the purchase of one new collection vehicle for use in the Solid Waste Collection Department. We received one bid from Nebraska Truck Center Inc. in the amount of \$252,578.00 for a 2024 Freightliner M2106 conventional chassis with a Kann 31 yard commercial side loader body. Bid specifications were sent to three different vendors. One of the vendors sent an e-mail stating that they would not be bidding and we received no response from the third.

There is the potential that this price could increase, prior to delivery, based on cost increases to major components (Engines, Transmissions, Axles, Front and Rear Tires) and any government mandated requirements, tariffs and raw material surcharges. City Staff visited with Nebraska Truck Center and they were confident that any increases, based off of the previous couple of years, would be less than \$1,500.00.

The estimated build slot for this particular truck cab and chassis is estimated to be August 20, 2023. Additional time will be needed for adding the right hand drive conversion and the installation of the KANN body. It is very possible that it will be close to a year, from the date of awarding this bid, before we take possession.

The last time that the City of McCook purchased a new collection truck was back in 2010 in the amount of \$162,291.00. At that time we received a total of 2 bids.

The funding for this truck will come from and is available in the collection equipment reserve account which has been being built up over the years for this particular purchase.

**FISCAL**

**IMPACT:**     None

**APPROVALS:**

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

October 31, 2022

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

October 31, 2022

PROPOSAL FOR PURCHASE OF  
ONE (1) NEW SOLID WASTE COLLECTION VEHICLE

TO: The City of McCook  
505 West "C" Street  
PO Box 1059  
McCook NE 69001-1059

The undersigned hereby certify that we have personally and carefully examined the specifications for your purchase of one (1) New Solid Waste Collection Vehicle. We understand and agree that the City of McCook reserves the right to reject any or all bids, to award the bid in part or in whole, and to waive any technicalities in awarding the bid.

Having made such examination, the undersigned hereby agrees to provide the following Solid Waste Collection Vehicle provided that the unit bid is acceptable after an inspection by the City of McCook personnel and that the bid is accepted by the McCook City Council.

2024 Freightliner M2 106 LH + Righthand Drive  
Truck Manufacturer Model Number  
Kann 31 Yard CSL X5 SLE \$ 252,578<sup>00</sup>  
Packer Body Manufacturer Model Number Total Cost of Vehicle

The undersigned further agrees to deliver the Solid Waste Collection Vehicle to the City of McCook Transfer Station at 1801 West Old Highway 6 & 34, McCook, Nebraska within TBD days of notification of bid acceptance. Delivery of the vehicle will be at the bidder's expense and the City of McCook will not be responsible for any delivery expenses incurred.

Dated this 24 day of Oct, 2022.

Nebraska Truck Center Inc  
Bidder/Company Name

308-532-7730  
(Telephone Number)

2502 East 4th  
(Business Address)

Rodney S @nebraskatruck.com  
(E-Mail Address)

North Platte NE  
69101

By [Signature]  
Authorized Signature

Est Build slot for cab & chassis is 8-20-23. Plus Add Time  
for R.H. Drive conversion + Body (Kann) Installed  
~~XXXXXXXXXX~~

**ONE (1) NEW COLLECTION VEHICLE  
SOLID WASTE**

**OCTOBER 25, 2022  
2:00 P.M.**

<p><b>BIDDER:</b> Nebraska Truck Center Inc. North Platte NE 69001</p>	<p><b>BIDDER:</b></p>	<p><b>BIDDER:</b></p>
<p><b>ONE (1) NEW COLLECTION VEHICLE</b></p> <p>Truck Manufacturer <u>2024 Freightliner</u>          Model Number <u>M2106</u>          Packer Manufacturer <u>Kamm - 31 yd.</u>          Model Number <u>GSL XS SLEFC</u>  <b>TOTAL VEHICLE COST \$ <u>252,578.00</u></b></p>	<p><b>ONE (1) NEW COLLECTION VEHICLE</b></p> <p>Truck Manufacturer _____          Model Number _____          Packer Manufacturer _____          Model Number _____  <b>TOTAL VEHICLE COST \$ _____</b></p>	<p><b>ONE (1) NEW COLLECTION VEHICLE</b></p> <p>Truck Manufacturer _____          Model Number _____          Packer Manufacturer _____          Model Number _____  <b>TOTAL VEHICLE COST \$ _____</b></p>
<p><b>BIDDER:</b></p> <p><b>ONE (1) NEW COLLECTION VEHICLE</b></p> <p>Truck Manufacturer _____          Model Number _____          Packer Manufacturer _____          Model Number _____  <b>TOTAL VEHICLE COST \$ _____</b></p>	<p><b>BIDDER:</b></p> <p><b>ONE (1) NEW COLLECTION VEHICLE</b></p> <p>Truck Manufacturer _____          Model Number _____          Packer Manufacturer _____          Model Number _____  <b>TOTAL VEHICLE COST \$ _____</b></p>	<p><b>BIDDER:</b></p> <p><b>ONE (1) NEW COLLECTION VEHICLE</b></p> <p>Truck Manufacturer _____          Model Number _____          Packer Manufacturer _____          Model Number _____  <b>TOTAL VEHICLE COST \$ _____</b></p>

*Richard Neal*

*Y1 [Signature]*

Witness

**CITY MANAGER'S REPORT  
NOVEMBER 7, 2022 CITY COUNCIL MEETING**

---

**ITEM:**          3.I.  

**RECOMMENDATION:**

Accept the minutes of the April 19, 2022 and July 19, 2022 Senior Center Advisory Board meetings.

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**BACKGROUND:**

Accept minutes from the various board and commission meetings.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**



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Lea Ann Doak, City Clerk

November 2, 2022

Heritage Senior Center  
 1312 West 5th St  
 McCook NE 69001  
 Advisory Board Minutes  
 April 19, 2022

A copy of the Open Meetings Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10:00am and are open to the public. Meeting called to order. Minutes from the previous meeting were approved as read. Roll call was taken.

Jim Hamill P	Mary Keslin P	Joe Ryland A	John Deon A
Bob Pantenbur P	Dan Stramel P	Beth Siegfried P	John Zlomke P

**Public Transit**

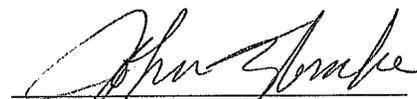
	<i>Riders</i>	<i>Miles</i>	<i>Different Riders</i>	<i>Rides paid Agency</i>	<i>Wheel Chair</i>	<i>Days</i>
<b>January</b>	414	1229		16	0	21
<b>February</b>	411	1246		20	0	20
<b>March</b>	448			16	4	22
<i>Overall</i>	1273					
<i>Average</i>	424					

	<i>Meals at Center (Congregate)</i>	<i>Home Delivered Meals</i>	<i>Curb Side Pickups</i>	<i>Days</i>
<b>January</b>	947	1536	657	21
<b>February</b>	976	1650	637	20
<b>March</b>	1095	1669	583	22
<i>Overall</i>	3018	4855	1877	
<i>Average</i>	1060	1618	6626	
<i>Previous quarter-163</i>		+366	+59	

<b>Total Meals January</b>	<b>3227</b>	<b>average 150 meals a day</b>
<b>Total Meals February</b>	<b>3263</b>	<b>average 149 meals a day</b>
<b>Total Meals March</b>	<b>3347</b>	<b>average 152 meals a day</b>

- Meeting was called to order by President Dan Stramel.
- The Minutes from the January 18th meeting were approved with no corrections, by a motion made by John Zlomke and seconded by Jim Hamill.
- Open Forum: The mask mandate was discussed during Open Forum With the recent court ruling mask will no loner be required on our Transit vehicles.
- John Zlomke agreed to serve as secretary.
- Since we have no part time maintenance person hired Beth will be mowing the grass. The widow are being professional cleaned quarterly by Praise Window the same company that cleans the City Office windows
- Bieker's have started on the Transit bus, but are still waiting on parts.
- Parde's fixed the kitchen air conditioner it was a bad compacitor
- We will get fewer Farmers Mkt coupon books this year. Participants need to attend a learning session before they receive their coupons and declare there income
- Beth will be attending the National CTAA Transit Conference in Louisville Kentucky. She will be driving with two other managers. This is the first one since COVD in 2019. Expenses will be reimbursed.
- A ladies Teais planned for May and a Men's breakfast in June
- The city transit will provide rides to the airport after hours on an as needed basis
- The meeting was adjourned by a motion by John Zlomke and seconded by Mary Keslin. The next meeting will be July 19th.

  
 Dan Stramel President

  
 John Zlomke Secretary

Heritage Senior Center  
1312 West 5th St  
McCook NE 69001  
Advisory Board Minutes  
July 19, 2022

A copy of the Open Meetings Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10:00am and are open to the public. Meeting called to order. Minutes from the previous meeting were approved as read. Roll call was taken.

Jim Hamill P	Mary Keslin P	Joe Ryland P	John Deon P
Bob Pantenburg P	Dan Stramel P	Beth Siegfried P	John Zlomke P

**Public Transit**

	<i>Riders</i>	<i>Miles</i>	<i>Different Riders</i>	<i>Wheel Chair</i>	<i>Days</i>
<i>April</i>	433	1390	64	17	21
<i>May</i>	443	1418	60	14	21
<i>June</i>	476	1433	69	32	22
<i>Overall</i>	1352	<i>80 riders more than last quarter</i>			
<i>Average</i>	451				

	<i>Meals at Center (Congregate)</i>	<i>Home Delivered Meals</i>	<i>Curb Side Pickups</i>	<i>Days</i>
<i>April</i>	1129	1677	548	21
<i>May</i>	1181	1695	564	21
<i>June</i>	1146	1581	535	22
<i>Overall</i>	3456	4953	1647	
<i>Average</i>	1152 (54 a day)	1651 (77 a day)	549 (26 a day)	
<i>Previous quarter</i>	-163	+366	+59	

**Total Meals April 3354 average 160 meals a day**  
**Total Meals May 3440 average 164 meals a day**  
**Total Meals June 3262 average 148 meals a day**  
**Total Average meals a day this quarter 157**

**Public Transit**

- Meeting was called to order by President Dan Stramel.
- The Minutes from the April 19, 2022 meeting were approved with no corrections, by a motion made by John Zlomke and seconded by Jim Hamill.
- Open Forum: No discussion.

**Old Business**

- New ovens have been on order since February and have still not been shipped
- Bieker's are still waiting on parts for the Transit bus.
- Kristen Butler with Tri Valley Heal System Senior Living Solutions set up a table with information on mental health and other issues for seniors. Many stopped by and visited with her.
- The wind damage on the roof was repaired by Weathercraft at a cost of \$421.
- Julie Master with the University of Omaha gerontology department held a focus group in May asking some our Seniors what they thought the greatest needs Seniors in Nebraska were facing.
- Beth attended the National CTAA Transit Conference in Louisville Kentucky. Nebraska won the Mini Van devision. The first time ever. It was a good conference with a lot of iinteraction with people from all across the country.
- Beth Attended a Mandatory Managers meeting in North Platte with West Central Area Agency on Aging. More reporting will be required in the future.
- Beth attended the SHIP training in North Platte, took the test and is recertified.
- Samway needed to cancel the kitchen floor being laid in May due to lack of anyone available to lay it.

- The Farmers Market Coupon Books are now available
- Thank you to Gene Meints for mowing the grass in front of the building and the buffalo grass on the West side.
- The annual Transit Roadeo and training will be held in Kearney September 14 and 15th
- The Senior Center has been short staffed due to an employee's surgery.
- The ice machine is broke down so we have been buying ice from Walmart.
- All transit employees will1 trained on new software for Transit.
- Christine Hansen is the new hire for the assistant cook position.
- Tony Marsden, Jody Radel and Natalie Mickey have been helping out while we have been short staffed, which has helped immensely.

A motion was made and seconded. Motion carried to adjourn the meeting and 10:40.  
The next meeting will be October 18, 2022

  
\_\_\_\_\_  
Dan Stramel President

  
\_\_\_\_\_  
John Zlomke Secretary

**CITY MANAGER'S REPORT  
NOVEMBER 7, 2022 CITY COUNCIL MEETING**

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**ITEM:**        3.J.

Approve the application for a Special Designated Liquor License submitted by the McCook Economic Development Corporation for the Light Up McCook Christmas Mixer to be held in the Keystone Lobby, 402 Norris Avenue, on November 30, 2022, from 8:00 A.M. to 11:00 P.M.

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**BACKGROUND:**

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

**FISCAL  
IMPACT:**     None.

**APPROVALS:**



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Lea Ann Doak, City Clerk

November 2, 2022



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Nathan A. Schneider, City Manager

November 2, 2022

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

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

**McCook Economic Development Corporation**

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

402 Norris Ave., McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

47-0685662

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 11/30/2022

Event Date(s): \_\_\_\_\_

Event Start Time(s): 8:00 am \_\_\_\_\_

Event End Time(s): 11:00 pm \_\_\_\_\_

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

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

Event Building Name: Keystone Lobby

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

Indoor area to be licensed in length & width: 100ft X 23ft

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

Type of Event: Light Up McCook Christmas Mixer Estimate # of attendees: 100

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: Molly Smith Event Contact Phone Number: 308-345-3200

Event Contact Email: molly@mccookchamber.org

\*Signature Authorized Representative: [Signature] Printed Name Ansel K. Allen  
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:**

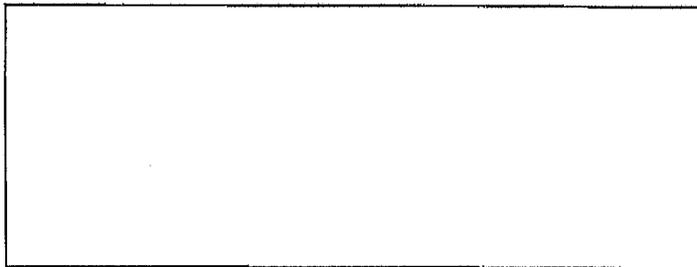
The local governing body for the City/Village of \_\_\_\_\_ OR County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

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

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



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

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

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

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

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

McCook Economic Development Corporation

NAME OF CORPORATION

47-0685662

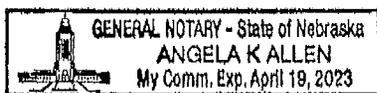
FEDERAL ID NUMBER

*[Handwritten Signature]*

SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 24<sup>th</sup> DAY OF October, 2022.



*[Handwritten Signature]*  
NOTARY PUBLIC SIGNATURE & SEAL

**Lea Ann Doak**

---

**From:** Molly Smith <molly@mccookchamber.org> on behalf of Molly Smith  
**Sent:** Tuesday, October 25, 2022 9:54 AM  
**To:** Clerk Lea Ann Doak; Nate Schneider (nschneider@cityofmccook.com)  
**Cc:** Angela Allen; Kerri Waugh  
**Subject:** Light Up McCook Mixer  
**Attachments:** Light Up McCook Mixer 11302022.pdf

Nate and Lea Ann,

Please find the attached SDL Request for a mixer to be held on November 30, 2022 in the Keystone Business Center to kick off the holiday season and announce award winners for the Light Up McCook contest being run by Charter West Mortgage Center.

Thanks in advance and let me know if you have any questions.

**Molly Smith | President/CEO**

McCook Chamber of Commerce  
402 Norris Avenue | Suite 301  
McCook, NE 69001  
308.345.3200  
[molly@mccookchamber.org](mailto:molly@mccookchamber.org)

**Involvement | Education | Advocacy | Marketing**

**CITY MANAGER'S REPORT  
NOVEMBER 7, 2022 MCCOOK CITY COUNCIL MEETING**

**4.A.**

**ITEM NO. \_\_\_** Approve on second reading, under suspension of the rules, Ordinance No. 2022-3054 allowing for a rezone from Agricultural (AG) to Highway Commercial (HC) for two lots, said lots legally described as follows: 1) A tract of land located in the Southeast Quarter of Section 28, Township 3 North, Range 29 Willow Grove Precinct West of the 6<sup>th</sup> P.M. in Red Willow County, Nebraska (a/k/a Red Willow County Parcel No. 000299500), and 2) A tract of land located in the Southeast Quarter of Section 28, Township 3 North, Range 29 Willow Grove Precinct West of the 6<sup>th</sup> P.M. in Red Willow County, Nebraska (a/k/a Red Willow County Parcel No. 000299700).

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**BACKGROUND:**

A public hearing was held by the McCook City Council at its October 17, 2022 meeting. Following the public hearing, the Council voted unanimously to approve the ordinance on first reading and advance the same to a second reading. Suspending the rules at the second ordinance reading was discussed. Staff has reviewed Nebraska law and there is no prohibition to approving the zoning change on second reading, under suspension of the rules.

Staff has received no inquiries regarding this agenda item.

**APPROVALS:**

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

October 31, 2022

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

October 31, 2022

ORDINANCE NO. 2022-3054

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING MCCOOK ZONING ORDINANCE NO. 2016-2929 CHANGING THE ZONING CLASSIFICATION OF 1) A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 29 WILLOW GROVE PRECINCT WEST OF THE 6TH P.M. IN RED WILLOW COUNTY, NEBRASKA (A/K/A RED WILLOW COUNTY PARCEL NO. 000299500), AND 2) A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 29 WILLOW GROVE PRECINCT WEST OF THE 6TH P.M. IN RED WILLOW COUNTY, NEBRASKA (A/K/A RED WILLOW COUNTY PARCEL NO. 000299700), PROPERTY LOCATED WITHIN THE TWO MILE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF MCCOOK; FROM AGRICULTURAL (AG) TO HIGHWAY COMMERCIAL (HC) DISTRICT; PROVIDE FOR THE REPEAL OF ANY OTHER CONFLICTING ORDINANCES; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

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

SECTION 1. In accordance with Article 27 of Zoning Ordinance No. 2016-2929 of the City of McCook, Red Willow County, Nebraska, the zoning classification of the following described property shall be and is hereby changed from Agricultural (AG) to Highway Commercial (HC) District, to wit:

Tract #1 (a/k/a Red Willow County Parcel No. 000299500) - A tract of land located in the Southeast Quarter of Section Twenty-eight (28), Township Three (3) North, Range Twenty-nine (29), West of the 6th P.M. in Red Willow County, Nebraska, more particularly described as follows:

Refer to the Quarter Corner common to Sections 27 and 28, Township 3 North, Range 29 West; go thence South 00°00' East (assumed) along the East line of Section 28 a distance of 663.5 feet to its intersection with the North Right-of-way line of Burlington-Northern Railroad; go thence South 89°03' West along said Right-of-way line a distance of 598.95 feet to the point of beginning; thence continue South 89°03' West along North Right-of-way line a distance of 681.05 feet to the Southwest Comer of Tract 1; go thence North 01°33'58" East for a distance of 501.56 feet to a point on the South Right-of-way line of Highway # 6 and # 34 Right-of-way; go thence North 85°57' East along said South Right-of-way line a distance of 634.65 feet; go thence South 03°39'48" East for a distance of 536.0 feet to the point of beginning; and,

Tract #2 (a/k/a Red Willow County Parcel No. 000299700) - A tract of improved land in the Southeast Quarter (SE 1/4) of Section 28, Township 3 North, Range 29, West of the 6th P.M., Red Willow County, Nebraska described as follows:

Referring to the Quarter corner common to Sections 27 and 28, Township 3 North, Range 29, West, go thence South 00° 00' East (assumed) along the East

line of said Section 28 a distance of 663.5 feet to its intersection with North line of Burlington-Northern Railroad right of way; go thence South 89° 03' West along said right of way line a distance of 1280.0 feet to the point of beginning; thence continuing South 89° 03' West along said North right of way line a distance of 211.0 feet; go thence North 00° 06' West for a distance of 488.9 feet to a point on the South line of Highway #6 and #34 right of way; going thence North 87° 57' East along said South right of way line of Highway #6 and #34 a distance of 226.1 feet; go thence South 01° 33' 59" West for a distance of 501.56 feet to a point on the North railroad right of way to the point of beginning.

SECTION 2. The City Clerk of the City of McCook, Nebraska is hereby directed to change the official zoning map of the City of McCook, Nebraska to show the above-described property to have a zoning classification of Highway Commercial (HC) District.

SECTION 3. The provisions of Zoning Ordinance 2016-2929 are hereby amended as provided herein.

SECTION 4. This ordinance shall be in full force and take effect from and after its passage, approval and publication as required by law.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

**CITY MANAGER'S REPORT  
NOVEMBER 7, 2022, CITY COUNCIL MEETING**

---

ITEM # 4.C.

**RECOMMENDATION:**

Approve on first reading, and under suspension of the rules, Ordinance No. 2022-3056 providing for the Amendment of the FY2022/2023 Fiscal Year Employee Classification Pay Plan, establishing the Firefighter Non-EMT position.

---

**BACKGROUND:**

The City of McCook Fire Department has one current vacancy and will have a second vacancy at the end of the year. Efforts to recruit potential candidates to apply, test, and become eligible for hire have yielded no results under the current job requirements.

In an effort to create a competitive pool of potential candidates the McCook Professional Firefighters Union, Local #2100 has agreed with a recommendation made by the city to change the requirements for hire. This agreement will create a Firefighter position and require the Firefighter to attain EMT certification within two years from the date of hire.

A provision has been agreed to with the MPFFA #2100 to place the Firefighter position in the pay scale at a rate that is 25% less than that of a Firefighter/Paramedic. Once the Firefighter achieves EMT certification/licensure, they will move up to the Firefighter/EMT position and pay scale that has already been approved in previous contracts.

This change will create a firefighter position, which is not on the current FY 2022/2023 Fiscal Year Employee Classification Pay Plan. This amendment will add the position of firefighter to the plan so that we can proceed with filling these positions.

**IMPACT:**        None

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

2 Nov 2022  
Date

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

11-2-22  
Date

ORDINANCE NO. 2022-3056

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE AMENDMENT OF THE 2022/2023 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN, ESTABLISHING THE FIREFIGHTER NON-EMT POSITION; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE AMENDED CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. The 2022/2023 Employee Classification and Pay Plan Amendment shall be and is hereby adopted. Said Classification and Pay Plan is incorporated herein by reference the same as if set out in full. A copy of the Classification and Pay Plan shall be on file in the office of the City Clerk and is available for public inspection at any reasonable time. (Ref. City of McCook Code of Ordinances, § 30.075).

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED this 7<sup>th</sup> day of November, 2022.

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

ATTEST:

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

Publish:

**Firefighter/Paramedic - Union Contract**

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2022 - 9/30/2023	\$ 16.958	\$ 17.664	\$ 18.169	\$ 18.809	\$ 19.483	\$ 20.146	\$ 20.855	\$ 21.581	\$ 22.335	\$ 23.112	\$ 23.922

The pay grid above is for firefighters/paramedics. New employees hired as firefighters/AEMT will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT will receive 12.5% less than the salaries shown on this pay grid. New employees hired as firefighters will receive 12.5% less than firefighter/EMT based on the salaries shown on this pay grid.  
 \*When an employee advances his/her EMT certification to a higher level, their salary will increase according to the pay grid of this new EMT certification.

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

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2022 - 9/30/2023	\$ 23.738	\$ 24.731	\$ 25.433	\$ 26.332	\$ 27.277	\$ 28.204	\$ 29.198	\$ 30.213	\$ 31.266	\$ 32.360	\$ 33.491

The pay grid above is for firefighters/paramedics. New employees hired as firefighters/AEMT will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT will receive 12.5% less than the salaries shown on this pay grid. New employees hired as firefighters will receive 12.5% less than firefighter/EMT based on the salaries shown on this pay grid.  
 \*When an employee advances his/her EMT certification to a higher level, their salary will increase according to the pay grid of this new EMT certification.

**CITY MANAGER'S REPORT  
NOVEMBER 7, 2022, CITY COUNCIL MEETING**

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ITEM # 4.B.

**RECOMMENDATION:**

Adopt Resolution No. 2022-16 and Resolution No. 2022-17 amending the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2020 to September 30, 2025, and authorize the Mayor to sign said agreement.

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**BACKGROUND:**

The City of McCook Fire Department has one current vacancy and will have a second vacancy at the end of the year. Efforts to advertise and recruit potential candidates at the Firefighter/Paramedic and Firefighter/EMT level to apply, test, and become eligible for hire have yielded no results under the current positions as outlined in the contract between the City of McCook and the MPFFA Local 2100.

The McCook Professional Firefighters Union, Local #2100 has agreed to amend the contract with the City to add a Firefighter position with the understanding that the person(s) hired must obtain state licensure/certification at the EMT level per the conditions of the amendment.

A provision has been agreed to with the MPFFA #2100 to place the Firefighter position in the pay scale at a rate that is 12.5% less than that of a Firefighter/EMT. Once the Firefighter achieves EMT certification/licensure, they will move up to the Firefighter/EMT position and pay scale that has already been approved in previous contracts.

**IMPACT:       None**

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

2 NOV 2022  
Date

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

11-2-22  
Date

RESOLUTION NO. 2022-16

WHEREAS, the City of McCook, Nebraska recognizes the McCook Professional Firefighters Association Local 2100 - Firefighters, as the exclusive collective bargaining agent for all full-time firefighters.

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

SECTION 1. That the Mayor and Council hereby ratifies the execution of the Second Addendum to the Collective Bargaining Agreement with the McCook Professional Firefighters Association Local 2100 - Firefighters, for the period of October 1, 2020 - September 30, 2025, amending Attachment "A" Pay Grid, to include Firefighters with no Emergency Medical Technician certification and Article VII; Probationary Period, to provide the probationary requirements for Firefighters with no Emergency Medical Technician certification.

SECTION 2. That said addendum referred to hereinabove is inserted in full and attached herewith, and made a part hereof.

PASSED AND APPROVED THIS 7<sup>th</sup> day of November, 2022.

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

ATTEST:

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

**City of McCook, Nebraska**  
**and**  
**McCook Professional Firefighters Association Local 2100**  
**Firefighters**

**Second Addendum to the**  
**Collective Bargaining Agreement**  
**Effective November 7, 2022**  
**For the Original Contract Period of**  
**October 1, 2020 – September 30, 2025**

*Whereas*, the City of McCook, Nebraska and McCook Professional Firefighters Association Local 2100 – Firefighters, agree to open the Collective Bargaining Agreement for the contract period of October 1, 2020 to September 30, 2025, for the limited purpose of amending the Attachment “A” Pay Grid, to include Firefighters with no Emergency Medical Technician certification and Article VII; Probationary Period, to provide the probationary requirements for Firefighters with no Emergency Medical Technician certification.

*Therefore*, the parties agree to amend the Collective Bargaining Agreement as follows:

PROVISION #1:

ATTACHMENT “A” PAY GRID

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

When an employee advances his/her EMT certification to a higher level, their salary level will increase according to the pay grid of this new EMT certification.

**The provision to this section shall read:**

ATTACHMENT "A" PAY GRID

The pay grids above are for firefighters/paramedics. New employees hired as firefighters/AEMT will receive 7.5% less than the salaries shown on this pay grid. New employees hired as firefighters/EMT will receive 12.5% less than the salaries shown on this pay grid. New employees hired as firefighters will receive 12.5% less than the salaries shown on this pay grid for Firefighter/EMT.

When an employee advances his/her EMT certification to a higher level, their salary level will increase according to the pay grid of this new EMT certification.

PROVISION #2: ARTICLE VII.

PROBATIONARY PERIOD

~~New employees hired by the City as Firefighters shall be considered on probation for the first six (6) months of their employment insofar as seniority and discharge are concerned; at the end of which time, if still employed, they shall be either discharged without recourse or placed on the seniority listing. An employee's seniority shall commence the first day of his/her employment providing he/she remains beyond six (6) months.~~

**The provision to this section shall read:**

New employees hired by the City as Firefighters/EMT, Firefighters/AEMT, and Firefighters/Paramedics shall be considered on probation for the first six (6) months of their employment insofar as seniority and discharge are concerned; at the end of which time, if still employed, they shall be either discharged without recourse or placed on the seniority listing.

New employees hired by the City as Firefighters that are not licensed EMTs at the time of hire will be required to complete a formal EMT course and attain certification and licensure as an Emergency Medical Technician in accordance with Nebraska statutory requirements. The Firefighter shall be on probation from the date of hire until six (6) months after obtaining certification and licensure as an EMT; at the end of which time, if still employed, they shall be either discharged without recourse or placed on the seniority listing. If the Firefighter does not obtain certification and licensure within twenty-four (24) months the Firefighter shall be discharged from their employment unless, at the discretion of the Fire Chief, extenuating circumstances exist warranting an extension of the probationary period. If an extension beyond twenty-four (24) months is granted, the Firefighter shall receive an additional six (6) months to complete the certification, and the Firefighter shall remain on probation for six (6) months after obtaining certification and licensure as an EMT.

If the firefighter attains EMT certification and licensure within the first twenty-four (24) months of employment the probationary period will extend for six (6) months, said six (6) month extension commencing upon EMT certification and licensure. At the completion of six (6) month probationary period, if still employed, they shall be either discharged without recourse or placed on the seniority listing.

Agreed to and approved the 7<sup>th</sup> day of November, 2022.

CITY OF MCCOOK, NEBRASKA

MCCOOK PROFESSIONAL FIREFIGHTERS  
ASSOCIATION LOCAL 2100  
FIREFIGHTERS COLLECTIVE  
BARGAINING UNIT

---

Michael D. Gonzales, Mayor

---

Shane Smith, Vice President

**CITY OF MCCOOK, NEBRASKA  
AND  
MCCOOK PROFESSIONAL FIREFIGHTERS  
ASSOCIATION LOCAL 2100  
COLLECTIVE BARGAINING AGREEMENT**

**OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2025  
ATTACHMENT "A"  
PAY GRID**

159 hour work period employees in the bargaining unit shall be paid pursuant to the following pay plan:

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/01/20 - 09/30/21	15.908	16.571	17.044	17.645	18.277	18.899	19.564	20.245	20.952	21.681	22.441
10/01/21 - 09/30/22	**	**	**	**	**	**	**	**	**	**	**
10/01/22 - 09/30/23	** 16.958	** 17.664	** 18.169	** 18.809	** 19.483	** 20.146	** 20.855	** 21.581	** 22.335	** 23.112	** 23.922
10/01/23 - 09/30/24	**	**	**	**	**	**	**	**	**	**	**
10/01/24 - 09/30/25	**	**	**	**	**	**	**	**	**	**	**

40 hour work week employees in the bargaining until shall be paid pursuant to the following pay plan:

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/01/20 - 09/30/21	22.268	23.200	23.859	24.701	25.588	26.458	27.390	28.342	29.330	30.356	31.418
10/01/21 - 09/30/22	**	**	**	**	**	**	**	**	**	**	**
10/01/22 - 09/30/23	** 23.738	** 24.731	** 25.433	** 26.332	** 27.277	** 28.204	** 29.198	** 30.213	** 31.266	** 32.360	** 33.491
10/01/23 - 09/30/24	**	**	**	**	**	**	**	**	**	**	**
10/01/24 - 09/30/25	**	**	**	**	**	**	**	**	**	**	**

\*\* See Section 4 - Cost of Living Salary Adjustment

The pay grid above is for firefighters/paramedics. Firefighter/paramedic Lieutenants will receive 15% more than the salaries shown on this grid. New employees hired as

firefighters/AEMT will receive 7.5% less than the salaries shown on this pay grid. New employees hired as firefighters/EMT will receive 12.5% less than the salaries shown on this pay grid. New employees hired as firefighters will receive 12.5% less than firefighter/EMT based on the salaries shown on this pay grid.

When an employee advances his/her EMT certification to a higher level, their salary level will increase according to the pay grid of this new EMT certification.

Section 1. Initial Placement. All new employees in the bargaining unit will be placed on a step in the salary schedule by the City Manager.

Section 2. Eligibility for Pay Grid Movement. All employees in the bargaining unit shall be eligible for movement to the next step in the salary schedule within the time intervals shown above.

All full-time employees shall be placed on a Step in the salary schedule by the City Manager and shall be eligible for movement to a subsequent Step after twelve months, and each twelve months thereafter until reaching the top step.

Section 3. Performance. Movement from Step to Step on the Pay Plan shall not be automatic and shall be based upon satisfactory performance during the eligibility period.

Section 4. Cost of Living Salary Adjustment. The annual Cost of Living Salary Adjustments for this contract period will be based upon the Consumer Price Index (CPI) - All Urban Consumers, U.S. City Average, All Items, Not Seasonally Adjusted. Specifically, the index figures used are listed in the table below:

FISCAL YEAR	CPI TWELVE MONTH PERIOD
October 1, 2020 - September 30, 2021	February 2019 - January 2020
October 1, 2021 - September 30, 2022	February 2020 - January 2021
October 1, 2022 - September 30, 2023	February 2021 - January 2022
October 1, 2023 - September 30, 2024	February 2022 - January 2023
October 1, 2024 - September 30, 2025	February 2023 - January 2024

RESOLUTION NO. 2022-17

WHEREAS, the City of McCook, Nebraska recognizes the McCook Professional Firefighters Association Local 2100 - Lieutenants, as the exclusive collective bargaining agent for all full-time firefighters.

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

SECTION 1. That the Mayor and Council hereby ratifies the execution of the Second Addendum to the Collective Bargaining Agreement with the McCook Professional Firefighters Association Local 2100 - Lieutenants, for the period of October 1, 2020 - September 30, 2025, amending Attachment "A" Pay Grid, to include Firefighters with no Emergency Medical Technician certification and Article VII; Probationary Period, to provide the probationary requirements for Firefighters with no Emergency Medical Technician certification.

SECTION 2. That said addendum referred to hereinabove is inserted in full and attached herewith, and made a part hereof.

PASSED AND APPROVED THIS 7<sup>th</sup> day of November, 2022.

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

ATTEST:

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

**City of McCook, Nebraska**  
**and**  
**McCook Professional Firefighters Association Local 2100**  
**Lieutenants**

**Second Addendum to the**  
**Collective Bargaining Agreement**  
**Effective November 7, 2022**  
**For the Original Contract Period of**  
**October 1, 2020 – September 30, 2025**

*Whereas*, the City of McCook, Nebraska and McCook Professional Firefighters Association Local 2100 – Lieutenants, agree to open the Collective Bargaining Agreement for the contract period of October 1, 2020 to September 30, 2025, for the limited purpose of amending the Attachment “A” Pay Grid, to include Firefighters with no Emergency Medical Technician certification and Article VII; Probationary Period, to provide the probationary requirements for Firefighters with no Emergency Medical Technician certification.

*Therefore*, the parties agree to amend the Collective Bargaining Agreement as follows:

PROVISION #1:

ATTACHMENT “A” PAY GRID

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

When an employee advances his/her EMT certification to a higher level, their salary level will increase according to the pay grid of this new EMT certification.

**The provision to this section shall read:**

ATTACHMENT "A" PAY GRID

The pay grids above are for firefighters/paramedics. New employees hired as firefighters/AEMT will receive 7.5% less than the salaries shown on this pay grid. New employees hired as firefighters/EMT will receive 12.5% less than the salaries shown on this pay grid. New employees hired as firefighters will receive 12.5% less than the salaries shown on this pay grid for Firefighter/EMT.

When an employee advances his/her EMT certification to a higher level, their salary level will increase according to the pay grid of this new EMT certification.

PROVISION #2: ARTICLE VII.

PROBATIONARY PERIOD

~~New employees hired by the City as Firefighters shall be considered on probation for the first six (6) months of their employment insofar as seniority and discharge are concerned; at the end of which time, if still employed, they shall be either discharged without recourse or placed on the seniority listing. An employee's seniority shall commence the first day of his/her employment providing he/she remains beyond six (6) months.~~

**The provision to this section shall read:**

New employees hired by the City as Firefighters/EMT, Firefighters/AEMT, and Firefighters/Paramedics shall be considered on probation for the first six (6) months of their employment insofar as seniority and discharge are concerned; at the end of which time, if still employed, they shall be either discharged without recourse or placed on the seniority listing.

New employees hired by the City as Firefighters that are not licensed EMTs at the time of hire will be required to complete a formal EMT course and attain certification and licensure as an Emergency Medical Technician in accordance with Nebraska statutory requirements. The Firefighter shall be on probation from the date of hire until six (6) months after obtaining certification and licensure as an EMT; at the end of which time, if still employed, they shall be either discharged without recourse or placed on the seniority listing. If the Firefighter does not obtain certification and licensure within twenty-four (24) months the Firefighter shall be discharged from their employment unless, at the discretion of the Fire Chief, extenuating circumstances exist warranting an extension of the probationary period. If an extension beyond twenty-four (24) months is granted, the Firefighter shall receive an additional six (6) months to complete the certification, and the Firefighter shall remain on probation for six (6) months after obtaining certification and licensure as an EMT.

If the firefighter attains EMT certification and licensure within the first twenty-four (24) months of employment the probationary period will extend for six (6) months, said six (6) month extension commencing upon EMT certification and licensure. At the completion of six (6) month probationary period, if still employed, they shall be either discharged without recourse or placed on the seniority listing.

Agreed to and approved the 7<sup>th</sup> day of November, 2022.

CITY OF MCCOOK, NEBRASKA

MCCOOK PROFESSIONAL FIREFIGHTERS  
ASSOCIATION LOCAL 2100  
LIEUTENANTS COLLECTIVE  
BARGAINING UNIT

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Michael D. Gonzales, Mayor

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Rick Metcalf, President

**CITY OF MCCOOK, NEBRASKA  
AND  
MCCOOK PROFESSIONAL FIREFIGHTERS  
ASSOCIATION LOCAL 2100  
COLLECTIVE BARGAINING AGREEMENT**

**OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2025  
ATTACHMENT "A"  
PAY GRID**

159 hour work period employees in the bargaining unit shall be paid pursuant to the following pay plan:

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/01/20 - 09/30/21	15.908	16.571	17.044	17.645	18.277	18.899	19.564	20.245	20.952	21.681	22.441
10/01/21 - 09/30/22	**	**	**	**	**	**	**	**	**	**	**
10/01/22 - 09/30/23	** 16.958	** 17.664	** 18.169	** 18.809	** 19.483	** 20.146	** 20.855	** 21.581	** 22.335	** 23.112	** 23.922
10/01/23 - 09/30/24	**	**	**	**	**	**	**	**	**	**	**
10/01/24 - 09/30/25	**	**	**	**	**	**	**	**	**	**	**

40 hour work week employees in the bargaining unit shall be paid pursuant to the following pay plan:

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/01/20 - 09/30/21	22.268	23.200	23.859	24.701	25.588	26.458	27.390	28.342	29.330	30.356	31.418
10/01/21 - 09/30/22	**	**	**	**	**	**	**	**	**	**	**
10/01/22 - 09/30/23	** 23.738	** 24.731	** 25.433	** 26.332	** 27.277	** 28.204	** 29.198	** 30.213	** 31.266	** 32.360	** 33.491
10/01/23 - 09/30/24	**	**	**	**	**	**	**	**	**	**	**
10/01/24 - 09/30/25	**	**	**	**	**	**	**	**	**	**	**

\*\* See Section 4 - Cost of Living Salary Adjustment

The pay grid above is for firefighters/paramedics. Firefighter/paramedic Lieutenants will receive 15% more than the salaries shown on this grid. New employees hired as

firefighters/AEMT will receive 7.5% less than the salaries shown on this pay grid. New employees hired as firefighters/EMT will receive 12.5% less than the salaries shown on this pay grid. New employees hired as firefighters will receive 12.5% less than firefighter/EMT based on the salaries shown on this pay grid.

When an employee advances his/her EMT certification to a higher level, their salary level will increase according to the pay grid of this new EMT certification.

Section 1. Initial Placement. All new employees in the bargaining unit will be placed on a step in the salary schedule by the City Manager.

Section 2. Eligibility for Pay Grid Movement. All employees in the bargaining unit shall be eligible for movement to the next step in the salary schedule within the time intervals shown above.

All full-time employees shall be placed on a Step in the salary schedule by the City Manager and shall be eligible for movement to a subsequent Step after twelve months, and each twelve months thereafter until reaching the top step.

Section 3. Performance. Movement from Step to Step on the Pay Plan shall not be automatic and shall be based upon satisfactory performance during the eligibility period.

Section 4. Cost of Living Salary Adjustment. The annual Cost of Living Salary Adjustments for this contract period will be based upon the Consumer Price Index (CPI) - All Urban Consumers, U.S. City Average, All Items, Not Seasonally Adjusted. Specifically, the index figures used are listed in the table below:

FISCAL YEAR	CPI TWELVE MONTH PERIOD
October 1, 2020 - September 30, 2021	February 2019 - January 2020
October 1, 2021 - September 30, 2022	February 2020 - January 2021
October 1, 2022 - September 30, 2023	February 2021 - January 2022
October 1, 2023 - September 30, 2024	February 2022 - January 2023
October 1, 2024 - September 30, 2025	February 2023 - January 2024

**CITY MANAGER'S REPORT  
NOVEMBER 7, 2022 MCCOOK CITY COUNCIL MEETING**

**4.D.**

ITEM NO. \_\_\_\_\_ Approve on first reading, and under suspension of the rules, Ordinance No. 2022-3055 correcting Ordinance No.-3047 to reflect the current water rates established for customers within the City of McCook.

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**BACKGROUND:**

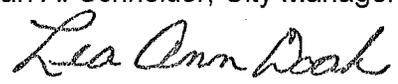
In April of 2022, the McCook City Council passed Ordinance No. 2022-2036 which established the rates for water used by customers within the City to be 2.035 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used and 1.508 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet. In October of 2022, the McCook City Council passed Ordinance No. 2022-3047, with the primary purpose of the Ordinance to adjust the bulk water rate for purchases and the deposit required for a fire hydrant meter. Ordinance No. 2022-3047 accidentally listed the rates for water used by customers at the rate set prior to Ordinance No. 2022-2036 (which was 1.920 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used and 1.423 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet).

Proposed Ordinance No. 2022-3055 restates the correct water rates established by the City Council in April of 2022 per Ordinance No. 2022-3036. This matter is a maintenance matter and staff requests that the Council adopt Ordinance No. 2022-3055 on first reading, under suspension of the rules.

**APPROVALS:**

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

November 1, 2022

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

November 1, 2022

ORDINANCE NO. 2022-3055

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E , WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2022-3047 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees; Section A - Water Rates, of the City of McCook Code of Ordinances, shall be and is hereby amended to read as follows:

A. Water Rates. The following rates for water have been set by the City Council in accordance with the provisions of Section 52.01 of this Code.

1. CUSTOMERS WITHIN THE CITY. The rates for water used by customers within the City shall be as follows:

(A) 2.035 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used;

(B) 1.508 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet.

In addition to the above, a ready-to-serve fee of nineteen and 95/100 dollars (\$19.95) per month shall be charged to each customer.

2. CUSTOMERS OUTSIDE THE CITY. The amount to be charged for water used by customers outside the city boundaries shall be computed by taking the water consumption of the customer times the rates fixed in division (A)(1) above, plus additional charges as specified therein, and multiplying the final sum times the factor of one and one-half to get the total charge to be billed the customer.

3. BULK WATER. The rate for bulk water purchases shall be \$5.00 per one thousand (1,000) gallons.

4. FIRE HYDRANT METER. Fire hydrant meter rent shall be \$50.00 per week, plus water usage charged at the rate for bulk water. The deposit required for a fire hydrant meter is set at \$1,000.00.

SECTION 2. Ordinance No. 2022-3047 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed and abrogated.

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

PASSED AND APPROVED THIS 7<sup>th</sup> day of November, 2022.

ATTEST:

-s- Lea Ann Doak, City Clerk

-s- Michael D. Gonzales, Mayor

ORDINANCE NO. 2022-3036

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E, WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2021-3014 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees; Section A - Water Rates, of the City of McCook Code of Ordinances, shall be and is hereby amended to read as follows:

A. Water Rates. The following rates for water have been set by the City Council in accordance with the provisions of Section 52.01 of this Code.

1. CUSTOMERS WITHIN THE CITY. The rates for water used by customers within the City shall be as follows:

(A) 2.035 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used;

(B) 1.508 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet.

In addition to the above, a ready-to-serve fee of nineteen and 95/100 dollars (\$19.95) per month shall be charged to each customer.

2. CUSTOMERS OUTSIDE THE CITY. The amount to be charged for water used by customers outside the city boundaries shall be computed by taking the water consumption of the customer times the rates fixed in division (A)(1) above, plus additional charges as specified therein, and multiplying the final sum times the factor of one and one-half to get the total charge to be billed the customer.

3. BULK WATER. The rate for bulk water purchases shall be \$5.00 per one hundred cubic feet.

4. FIRE HYDRANT METER. Fire hydrant meter rent shall be \$50.00 per week, plus water usage charged at the rate for bulk water. The deposit required for a fire hydrant meter is set at \$250.00

SECTION 2. Ordinance No. 2021-3014 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed and abrogated.

SECTION 3. This ordinance shall take effect with the bills dated May 1, 2022 and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED THIS 18<sup>th</sup> day of April, 2022.

-s- Michael D. Gonzales  
Mayor

ATTEST:

-s- Lea Ann Doak  
City Clerk

Publish: April 28, 2022

ORDINANCE NO. 2022-3047

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E , WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2021-3014 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees; Section A - Water Rates, of the City of McCook Code of Ordinances, shall be and is hereby amended to read as follows:

A. Water Rates. The following rates for water have been set by the City Council in accordance with the provisions of Section 52.01 of this Code.

1. CUSTOMERS WITHIN THE CITY. The rates for water used by customers within the City shall be as follows:

(A) 1.920 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used;

(B) 1.423 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet.

In addition to the above, a ready-to-serve fee of eighteen and 82/100 dollars (\$18.82) per month shall be charged to each customer.

2. CUSTOMERS OUTSIDE THE CITY. The amount to be charged for water used by customers outside the city boundaries shall be computed by taking the water consumption of the customer times the rates fixed in division (A)(1) above, plus additional charges as specified therein, and multiplying the final sum times the factor of one and one-half to get the total charge to be billed the customer.

3. BULK WATER. The rate for bulk water purchases shall be \$5.00 per one thousand (1,000) gallons.

4. FIRE HYDRANT METER. Fire hydrant meter rent shall be \$50.00 per week, plus water usage charged at the rate for bulk water. The deposit required for a fire hydrant meter is set at \$1,000.00.

SECTION 2. Ordinance No. 2021-3014 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed and abrogated.

SECTION 3. This ordinance shall take effect with the bills dated May 1, 2021 and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2022.