

MCCOOK CITY COUNCIL

REGULAR MEETING

Tuesday, January 3, 2023
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

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

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.

2. Consent Agenda.

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

A. Approve the minutes of the December 19, 2022 regular City Council meeting.

B. Approve the specifications for the 2023 Crack Sealing Project and set the time and date of bid at 2:30 P.M. on January 31, 2023.

C. Authorize the Mayor to sign the Certificate of Compliance for the 2022 Maintenance Agreement between the City of McCook and the Nebraska Department of Transportation.

D. Approve the renewal of maintenance agreement No. 17 between the Nebraska Department of Transportation and the Municipality of McCook and authorize the Mayor to sign.

E. Receive and file the Financial Report for the period ending November 30, 2022.

3. Regular Agenda.

A. Update regarding the swimming pool and ballpark projects.

B. Review the City of McCook's Construction Management at Risk Policy.

C. Adopt Resolution No. 2023-01, selecting the construction management at risk contact delivery system for the new McCook Swimming Pool.

D. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
JANUARY 3, 2023 CITY COUNCIL MEETING**

ITEM: 2.A.

Approve the minutes of the December 19, 2022 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 29, 2022

McCook City Council
December 19, 2022
5:30 P.M. Central

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

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

Absent: City Manager Schneider, City Clerk Doak.

City Officials present: City Attorney Mustion, 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 December 15, 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 Taylor announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Jamie Mockry provided the invocation. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

1. Announcements & Recognitions.

- 1.A. McCook Masonic Templecraft donation of \$250,000 to the City of McCook swimming pool project.

McCook Masonic Templecraft members, Greg Wolford, Greg Fyne, Chris Smith, and Cathy Stewart, presented a check in the amount of \$250,000 to the City of McCook for the swimming pool project.

2. Public Hearings.

- 2.A. Public Hearing - Request for a special exception by CK Swanson, Inc. to locate a Timeshare and Vacation Rental in a Residential Medium (RM) District, property located in Lot 7 and the S 35' of Lot 8, Block 6, Second Addition to the City of McCook, Red Willow County, Nebraska - 1001 Norris Avenue.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public

comment with respect to the request for a special exception by CK Swanson, Inc. to locate a Timeshare and Vacation Rental in a Residential Medium (RM) District, property located in Lot 7 and the S 35' of Lot 8, Block 6, Second Addition to the City of McCook, Red Willow County, Nebraska - 1001 Norris Avenue, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 19, 2022 City Council meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing published and posted (1 page); Exhibit #4 - ownership list for mailing of Notice of Hearing (3 pages); Exhibit #5 - Land Use Action Request Form and attachments (6 pages); Exhibit #6 - Findings and Determinations of McCook City Council (2 pages); and Exhibit #7 - minutes of the December 12, 2022 Planning Commission meeting (3 pages). The City Attorney took comment from City Staff before opening to public comment.

Assistant City Manager Koetter reviewed the information presented in Exhibit #1.

Melanie Goodenberger, CK Swanson representative, was present to address questions from the Council. It will be a short term rental/Airbnb, will accommodate 16-20 people, and could be used for small events, such as baby and wedding showers. At this time, no one will live on site.

Council discussion included parking requirements; using the street for short term parking; number of bedrooms; will there be signage; and has State Fire Marshall approval been received.

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

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

2.B. Approve the request for special exception to allow a Vacation Rental in a Residential Medium Density District (RM) - property located at 1001 Norris Avenue; that the granting of the special exception will not adversely affect the public interest; and finding that Special Exception considerations A - I are satisfied.

City Attorney Mustion reviewed the Special Exception considerations A - I with the Council, each councilmember must determine that considerations A - I have been satisfied. The councilmembers completed the Special Exception Considerations worksheet before considering a motion to either approve or deny the request.

Motion to approve the request for special exception to allow a Vacation Rental in a Residential Medium Density District (RM) - property located at 1001 Norris Avenue; that the granting of the special exception will not adversely affect the public interest; and finding that Special Exception considerations A - I are satisfied. This motion, made by Taylor and seconded by Calvin, passed.

Taylor: 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.

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

- 3.A. Approve the minutes of the December 5, 2022 regular City Council meeting.
- 3.B. Accept the minutes of the December 12, 2022 Planning Commission meeting.
- 3.C. Receive and file the 2023/2024 Council Radio Show Schedule.
- 3.D. 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 January 14, 2023 from 1:00 P.M. to 12:00 A.M.
- 3.E. 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 January 21, 2023 from 1:00 P.M. to 12:00 A.M., with an alternate location of Valmont-McCook, 75 S US 83, McCook, Nebraska.
- 3.F. Receive and file the claims for the month of November 2022, published December 9, 2022.
- 3.G. Ratify the Mayor's appointments to the Parks Advisory Board - Tricia Wagner - term expires May 2024 and to the Tree Advisory Board - Larry Eisenmenger - term expires April 2023.
- 3.H. Adopt Resolution No. 2022-21 designating the representatives of the City of McCook to the McCook Economic Development Corporation Board of Directors.

4. Regular Agenda.

- 4.A. Approve an agreement between the City of McCook and Lamp Rynearson, Inc. for professional engineering services related to the construction of a new swimming pool.

Motion to approve an agreement between the City of McCook and Lamp Rynearson, Inc. for professional engineering services related to the construction of a new swimming pool. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

Andy Smith, Lamp Rynearson, present via telephone, introduced himself as the project manager for construction of the new swimming pool and answered questions from the Council.

4.B. Council Comments.

Councilmember Muehlenkamp noted that the lights on the buildings in the downtown area look great; Mayor Taylor wished everyone a Merry Christmas and Happy Holidays, see you all next year.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 5:50 P.M.

Linda Taylor, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
JANUARY 3, 2023 CITY COUNCIL MEETING**

ITEM: 2.B.

RECOMMENDATION:

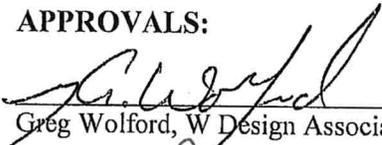
APPROVE THE SPECIFICATIONS FOR THE 2023 CRACK SEALING PROJECT AND SET THE TIME AND DATE OF BID AT 2:30 P.M. ON JANUARY 31, 2023.

BACKGROUND

This is the annual crack sealing specifications done by the City of McCook. The bid is for one semi load of crack sealing material, applied.

FISCAL IMPACT: None.

APPROVALS:



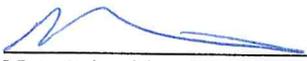
Greg Wolford, W Design Associates

Date: 14 Dec 22



Kyle Potthoff, Public Works Director

Date: 12/27/22



Nate Schneider, City Manager

Date: 12-28-22

ADVERTISEMENT FOR BIDS

The CITY OF McCOOK, Nebraska will receive sealed bids for the 2023 Crack Sealing Project and associated work as described in the Plans and Specifications at the Office of the City Clerk, McCook Municipal Center, P.O. Box 1059, 505 West "C" Street, McCook, Nebraska until 2:30 P.M. CST on January 31, 2023 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center.

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

Contractors may obtain paper copies of the Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$15.00 for each set requested. Electronic copies may be obtained by email from breanna@wdesignea.com at no cost.

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

This project is the crack sealing of various City streets in McCook.

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

The City of McCook reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.

Dated this 3rd day of January, 2023.

-s- Lea Ann Doak
City Clerk

Publish: January 12, 19, and 26, 2023.

SPECIFICATIONS

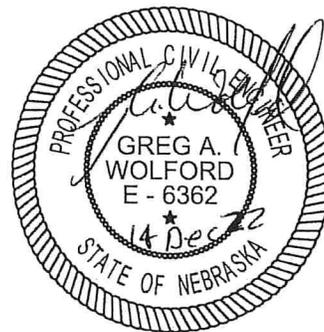
FOR

CITY STREET CRACK SEALING

McCOOK, NEBRASKA

2023 CRACK SEALING PROJECT

DECEMBER, 2022



W DESIGN ASSOCIATES
CONSULTING ARCHITECTS & ENGINEERS
McCOOK/HASTINGS, NEBRASKA

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

SECTION 00020 - ADVERTISEMENT FOR BIDS

The CITY OF McCOOK, Nebraska will receive sealed bids for the 2023 Crack Sealing Project and associated work as described in the Plans and Specifications until 2:30 P.M. CST at the Office of the City Clerk, McCook, Nebraska on January 31, 2023 and then at said office publicly open and read aloud.

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

Contractors may obtain paper copies of the Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$15.00 for each set requested. Electronic copies may be obtained by email from breanna@wdesignea.com at no cost.

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

This project is the crack sealing of various City streets in McCook.

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

The City of McCook reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.

Date: December 14, 2022
Publish: January 12, 19 and 26, 2023

Lea Ann Doak, City Clerk
City of McCook, NE

SECTION 00100 - INSTRUCTIONS TO BIDDERS

To be considered, Proposals must be made in accord with these Instructions to Bidders.

1. EXAMINATION

Bidders shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.

2. QUESTIONS

Submit all questions about the Plans and Specifications to the Engineer in writing. The Engineer and the Owner will not be responsible for oral clarification.

3. SUBSTITUTIONS

To obtain approval to use unspecified products, bidders shall submit written requests at least ten (10) days before the bid date. Requests received after this time may not be considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, the Engineer will approve it in an Addendum issued to all prime bidders on record.

4. PROPOSALS

Proposals shall be made on unaltered Proposal Forms furnished by the Engineer. Fill in all blank spaces and submit one copy. Proposals shall be signed with name typed below signature. Where bidder is a corporation, Proposals must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

5. BID SECURITY

Bid security shall be made payable to the City of McCook in the amount of five percent (5%) of the Proposal sum. Security shall be either certified check, cashier's check or bid bond issued by surety licensed to conduct business in the State of Nebraska. The successful bidder's security will be retained until he has signed the contract. The Owner reserves the right to retain the security of the next two lowest bidders until the lower bidder enters into contract or until ten days after bid opening whichever is the shorter. All other bid security will be returned as soon as practicable. If a bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty.

6. BONDS

Performance and Payment Bonds are required in the amount of 100% of the contract price.

7. SUBMITTAL

Submit Proposal and Bid Security in an opaque, sealed envelope. Identify the envelope with: (1) Project name; (2) Name of Bidder. Submit Proposals in accord with the Advertisement for Bids.

8. MODIFICATION AND WITHDRAWAL

Proposals may not be modified after submittal. Bidders may withdraw at any time before bid opening but may not resubmit them. No Proposal may be withdrawn or modified after the bid opening except where the award of Contract has been delayed for 45 days.

9. DISQUALIFIED

The Owner reserves the right to disqualify Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

10. OPENING

Proposals will be opened as announced in the Advertisement for Bids.

11. AWARD

The Contracts will be awarded on the basis of lowest responsible bid and the time of completion bid.

12. SALES TAX

The Contractor who is awarded the construction contract shall be appointed to act as a "Purchasing Agent" for the Exempt Organization for all materials to be incorporated into the Project. The Contractor will be supplied with a combination Purchasing Agent Appointment and Exempt Sale Certificate by the Exempt Organization. In turn the Contractor and/or his subcontractors shall provide their suppliers with copies of the document to enable them to purchase materials to be incorporated into the Project without payment of sales/use tax.

Billings from suppliers must be made out in the name of the Exempt Organization which appointed the Contractor as its Purchasing Agent and shall also show the name of the Contractor.

13. SPECIAL INSTRUCTIONS TO BIDDERS

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, creed, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

SECTION 00310 - PROPOSAL FORM

_____, 2023

City Council
McCook, NE 69001

The undersigned, having inspected the site for the proposed construction and being familiar with all conditions of the work, including Drawings and Specifications thereof entitled "2023 CRACK SEALING PROJECT", McCook, Nebraska dated December, 2022 and including Addenda or Instructions issued during the estimate period, all as prepared by W DESIGN ASSOCIATES, hereby offers to furnish all plant, labor, equipment, materials and operations required for the complete and prompt execution of all work described in, or shown in, or reasonably implied by the above mentioned documents for such sums as detailed hereinafter:

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE EA.	TOTALS
1.	Pallet of Crafcro RoadSaver 221 Crack Sealer, Applied	20	Ea.	\$ _____	\$ _____

Total Base Bid – _____
 _____ Dollars (\$ _____)

* The City of McCook will seal cracks in streets based on “Full Pallet Loads” of crack sealer applied. The City will purchase 20 pallet loads with an option to purchase additional pallet loads. The bid price per pallet of crack sealer includes the cost of the sealer, application of sealer, cleaning of the cracks, labor and equipment required to seal the cracks in the streets. See Sections 01010 and 01805 of these specifications. *One pallet shall be considered 75 ea. 30 lb. boxes of crack filler for a total pallet weight of 2250 lbs.*

Proposed START DATE _____

Proposed COMPLETION DATE _____

Receipt of Addenda is hereby acknowledged:

No. ____ Date ____ No. ____ Date ____ No. ____ Date ____

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

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract Documents and Bonds to the

Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner proof of insurance coverage, all within ten days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

Time is of the essence and it is the Owner's desire to have this work completed no later than April 15, 2023. The Contractor agrees to complete the work no later than the completion date bid. The Contractor further agrees that if work is completed after that date, he/she will pay to the Owner liquidated damages in the amount of \$100.00 per calendar day after the completion date required to complete the work.

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

By

Address

Seal (If Corporation)

SECTION 00500 – 2023 CRACK SEALING CONTRACT

THIS AGREEMENT entered into this _____ day of _____ in the year TWO THOUSAND AND TWENTY-THREE by and between _____ of _____ hereinafter referred to as the "CONTRACTOR" and the CITY OF McCOOK, McCook, Nebraska hereinafter referred to as the "OWNER".

WITNESSETH: That the parties under the CONTRACT agree that the CONTRACTOR shall carry out the following generally described work on the owner’s property in consideration of the unit prices as hereby set forth. 2023 CRACK SEALING PROJECT

ITEM DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
1. Pallet of Crafcoc RoadSaver 221 Crack Sealer, Applied	20	Ea.	\$ _____	\$ _____

The City of McCook agrees to purchase full pallet loads of Crack Sealer at the above unit price per pallet with the option to purchase additional full pallets.

All work shall be done in accordance with the Plans and Specifications provided to the CONTRACTOR and dated December, 2022.

Payment requests shall be made monthly and shall be sent to the ENGINEER.

TO WIT: The CONTRACTOR shall at his cost and under his sole responsibility furnish all labor, tools, materials, transportation, equipment and perform all work required for the completion of the work.

Further, the CONTRACTOR agrees to complete all work by _____, 2023 and accepts the liquidated damages clause included in the Proposal Form.

The CONTRACTOR shall comply with all of the State and Federal laws governing and shall hold the OWNER blameless for any and all liabilities arising out of his operations under the Contract. The CONTRACTOR shall provide the OWNER with a Certificate of Insurance for

Worker's Compensation, Comprehensive General Liability, Contractual Liability, Personal Injury and Comprehensive Automobile Liability.

IN WITNESS WHEREOF, the parties to this contract have severally affixed their signatures executing this instrument this _____ day of _____ 2023.

APPROVED:

By _____

By _____

Date _____

Date _____

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

SECTION 00800 - SUPPLEMENTARY CONDITIONS

INTRODUCTION

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction". Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1. All such variations shall be shown on the field documents which shall be delivered to the Engineer before final payment is made.
2. The Contractor shall provide a Certificate of Insurance of the following types and in amounts not less than the following:
 - A. Worker's Compensation:

(a) State:	Statutory
(b) Applicable Federal:	Statutory
(c) Employer's Liability	\$1,000,000.00
 - B. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury:		
\$1,000,000.00	Each Occurrence	
\$1,000,000.00/\$1,000,000	Annual Aggregate	
(b) Property Damage:		
\$1,000,000.00	Each Occurrence	
\$1,000,000.00	Annual Aggregate	
(c) Products and Completed Operations to be maintained for one year after final payment.		
(d) Property Damage Liability Insurance will provide X, C or U coverage, as applicable.		
 - C. Contractual Liability:

(a) Bodily Injury:		
\$1,000,000.00/\$1,000,000	Each Occurrence	
(b) Property Damage:		
\$1,000,000.00	Each Occurrence	
\$1,000,000.00	Annual Aggregate	
 - D. Personal Injury, with Employment Exclusion deleted:

\$1,000,000.00	Annual Aggregate	
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- E. Comprehensive Automobile Liability:
 - (a) Bodily Injury:

\$1,000,000.00	Each Person
\$1,000,000.00/\$1,000,000	Each Occurrence
 - (b) Property Damage:

\$1,000,000.00	Each Occurrence
----------------	-----------------
- F. Umbrella Liability Coverage
 - (a) \$1,000,000.00

This umbrella coverage shall be over and above the stated coverages and amounts.

- G. Additional insurance required. Contractor shall carry in addition to that specifically named by the 'General Conditions', as follows:
 - (a) Completed Operations and Products Liability.
Maintained for one (1) year, commencing with issuance of Final Certificate for Payment.

3. FORM OF AGREEMENT

The form of agreement to be used for this project shall be as provided in the specifications.

4. SANITARY CONVENIENCES

Sanitary conveniences for use of all persons employed on the work shall be provided by the contractor.

5. SCHEDULING OF WORK

Insofar as is practicable, the contractor shall confine his operations to those parts of the site in which the construction work is located.

SECTION 01010 - SUMMARY OF THE WORK

GENERAL

The general contractor and its subcontractors will be required to follow these specifications as well as all Federal, State and local laws, ordinances, rules and regulations.

PROJECT DESCRIPTION

This project involves crack sealing various city streets and alleys in accordance with the NDOT 2017 Standard Specifications for Highway Construction. For this work the Crafcro RoadSaver 221 grade sealant will be used. The City Staff will direct the Contractor as to which streets and alleys will be crack sealed.

The work will be completed based on full pallets of crack sealing material supplied and installed. The Contractor will be directed by the city as to how many pallets will be used and the contractor will seal the cracks on designated streets until all the material is used.

TIME OF COMPLETION

The Contractor shall bid the proposed start and completion of this work on the proposal form. It is the City's desire that the work be completed no later than April 15, 2023.

TRAFFIC CONTROL

The Contractor shall provide traffic control in the areas of work until the crack sealing material has sufficiently cured to allow opening the street to traffic.

PALLET DEFINITION

A pallet shall be considered 75 ea. 30 lb. boxes of crack filler for a total pallet weight of 2250 lbs.

SECTION 01100 - ALTERNATE MATERIALS OR METHODS

1. ALTERNATE MATERIALS

A. Standard Manufacturer

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

B. "Or Equal" Clause

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

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

SECTION 01800 - EXISTING FACILITIES

1. GENERAL

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

SECTION 01805 – CHANGES TO STANDARD SPECIFICATIONS - TECHNICAL

GENERAL

This section describes the changes to technical portions of the NDOT 2017 Standard Specifications for Highway Construction.

MATERIALS

1. The material used for sealing cracks and joints on all streets and alleys shall be Crafc0 RoadSaver 221 or equal.

MEASURE AND PAYMENT

1. The sealing of cracks shall be measured and paid for by the pallet of crack filling material supplied and installed, by type. The item shall include all labor, material and incidentals needed, including cleaning the cracks. Only full pallets of material will be used.

END OF . . .

SPECIFICATIONS

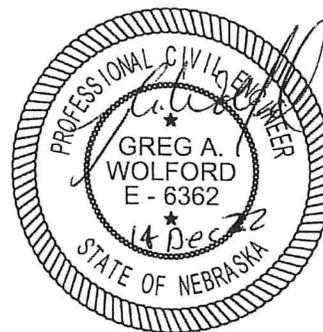
FOR

CITY STREET CRACK SEALING

McCOOK, NEBRASKA

2023 CRACK SEALING PROJECT

DECEMBER, 2022



W DESIGN ASSOCIATES
CONSULTING ARCHITECTS & ENGINEERS
McCOOK/HASTINGS, NEBRASKA

**CITY MANAGER'S REPORT
JANUARY 3, 2023 CITY COUNCIL MEETING**

ITEM: 2.C.

RECOMMENDATION:

Authorize the Mayor to sign the certificate of compliance for the 2022 maintenance agreement between the City of McCook and the Nebraska Department of Transportation.

BACKGROUND:

The City of McCook is responsible for the surface maintenance of all State of Nebraska highways located within the City limits. This document certifies that all roadway surface maintenance has been accomplished as per terms of the maintenance agreement between the City of McCook and the Nebraska Department of Roads.

FISCAL

IMPACT: None.

APPROVALS:



Kyle Potthoff, Public Works Director

December 27, 2022



Nate Schneider, City Manager

December 27, 2022

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 17 QE 2251 Supp 0
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of McCook
Municipal Extensions in McCook

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Kurt Vosburg, Department of Transportation, McCook, Nebraska.

ATTEST: _____ day of _____, 20____.

City Clerk

Mayor/Designee

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only	
Agreement No.:	_____
Pay/Bill Code:	_____
Contractor No.:	_____
Amount:	\$ _____

**CITY MANAGER'S REPORT
JANUARY 3, 2023 CITY COUNCIL MEETING**

ITEM: 2.D.

RECOMMENDATION:

Approve the renewal of maintenance agreement no. 17 between the Nebraska Department of Transportation and the Municipality of McCook and authorize the Mayor to sign.

BACKGROUND:

This agreement outlines the maintenance responsibilities of both the City of McCook and the Nebraska Department of Roads concerning Highways 6 & 34 and Highway 83. The Nebraska Department of Roads is responsible for 10.66 lane miles within the corporate city limits of McCook and pays the the City of McCook an amount of \$2,100.00 per lane mile for the maintenance of these miles. This amounts to an annual payment of \$22,386.00.

**FISCAL
IMPACT:** None

APPROVALS:



Kyle Potthoff, Public Works Director

December 27, 2022



Nate Schneider, City Manager

December 27, 2022

AGREEMENT RENEWAL

Maintenance Agreement No. 17
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of McCook
Municipal Extensions in McCook

We hereby agree that Maintenance Agreement No. 17 described above be renewed for the period January 1, 2023 to December 31, 2023.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2022, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, 20_____.

ATTEST: City of _____ McCook _____

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 20_____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation



NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

MAINTENANCE OPERATION AND RESPONSIBILITY

Municipal extensions and connecting links

(Streets Designated Part of the State Highway System excluding Freeways)

Attachment "A"

Maintenance Responsibility Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1st Class Cities	2nd Class Cities & Villages
Surface Maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (Including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1st Class Cities > 40,000	1st Class Cities < 40,000	2nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power coils of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: MCCOOK

Date: 12/1/22

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.66 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:
 10.66 lane miles x \$2,100.00 per lane mile = \$22,386.00. ✓

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
 _____ lane miles x \$ _____ per lane mile = \$ _____

Other (*Explain*)

ATTACHMENT "C"

City of MCCOOK

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF POST		LENGTH IN MILES	WIDTH OF STREET	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO					STATE	CITY
W. City Limit to West Walmart Dr	6	84.38	84.78	0.40		2	0.80	0.80	0.00
West Walmart Dr to Jct	6	84.78	85.17	0.39		3	1.17	0.78	0.39
Taper (4-lane to 2-lane) East To Jct. US-83	6	85.17	85.23	0.06		5	0.30	0.12	0.18
Equation	6	85.23	85.34	0.11		0	0.00	0.00	0.00
Jct. US-83 to East 7 th ST	6	85.34	86.84	1.50		5	7.50	3.00	4.50
East 7 th St to East City Limits	6	86.84	87.59	0.75		4	3.00	1.50	1.50
South City Limit to East Jct	83	13.82	14.42	0.60		4	2.40	1.20	1.20
West Jct. US-6/34 & US-83 North to end of Divided Hwy	83	15.86	16.14	0.28		4	1.12	0.56	0.56
End of Divided Hwy to Taper (5-lane to 3-lane)	83	16.14	17.26	1.12		5	5.60	2.24	3.36
Taper (5-lane to 3-lane) North to North City Limits	83	17.26	17.49	0.23		3	0.69	0.46	0.23
TOTALS				5.52			22.58	10.66	11.92

**CITY MANAGER'S REPORT
JANUARY 3, 2023 CITY COUNCIL MEETING**

ITEM: 2.E.

Receive and file the Financial Report for the period ending November 30, 2022.

BACKGROUND:

The Treasurer's Report (Attachment A) gives the beginning cash balances as of October 1, 2022, plus Total (YTD) Receipts, minus Total (YTD) Disbursements, giving the ending cash balance on November 30, 2022.

Per the Banking Services Agreement with McCook National Bank, all funds are deposited into the Public Funds Account at a higher rate of interest. The bank then sweeps in increments of \$100,000 to the Primary Operating Account to cover disbursements as they clear the bank. That is why the Ending Cash Balance in the Primary Operating Account is (\$66,079.99), issued checks had not yet cleared the bank. The Payroll Account is also a sweep account and maintains a \$1,000 balance.

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

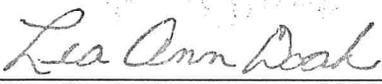
Attachment B gives the ending cash balances by fund as of November 30, 2022.

Attachment C is a Financial Summary of Revenue and Expense by Fund for the quarter ending November 30, 2022.

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

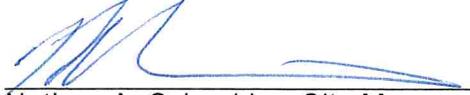
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk-Treasurer

December 28, 2022



Nathan A. Schneider, City Manager

December 28, 2022

ATTACHMENT

A

City of McCook, Nebraska
 TREASURER'S REPORT
 Period Ending November 30, 2022 (unaudited)

Beginning Cash on Hand, October 1, 2022			
McCook National Bank - Public Funds	\$	18,671,683.72	
McCook National Bank - Primary Operating	\$	(335,089.91)	
McCook National Bank - LB840 Funds	\$	1,013,373.90	
McCook National Bank - Payroll	\$	1,000.00	
McCook National Bank - CRA	\$	57.93	
Purchases Account	\$	10,000.00	
Petty Cash	\$	1,150.00	
NDEQ Irrevocable Escrow	\$	84,562.10	
McCook National Bank - Pension	\$	5,343.21	
TOTAL BEGINNING CASH			\$ 19,452,080.95
Receipts:			
Taxes	\$	854,290.67	
Fees, Permits and Licenses	\$	78,104.99	
Intergovernmental Services	\$	307,883.93	
Charges - Current Services	\$	335,700.81	
Public Utilities	\$	846,617.25	
Use of Money & Property	\$	421,968.66	
Interfund Transfers	\$	311,415.04	
Other Revenue	\$	117,383.88	
Unapplied/Accounts Payable	\$	(798.00)	
PLUS TOTAL RECEIPTS			\$ 3,272,567.23
Disbursements:			
Personal Services	\$	1,171,046.35	
Supplies	\$	223,892.77	
Services & Charges	\$	1,028,122.45	
Budget Transfers	\$	207,021.29	
Capital Outlay	\$	318,430.92	
Unapplied/Accounts Payable	\$	0.61	
MINUS TOTAL DISBURSEMENTS			\$ 2,948,514.39
Ending Cash Balance November 30, 2022			
McCook National Bank - Public Funds	\$	18,660,871.68	
McCook National Bank - Primary Operating	\$	(66,079.99)	
McCook National Bank - LB840 Funds	\$	1,081,127.33	
McCook National Bank - Payroll	\$	1,000.00	
McCook National Bank - CRA	\$	57.93	
Petty Cash	\$	1,150.00	
Purchase Account	\$	7,772.62	
NDEQ Irrevocable Escrow	\$	88,035.20	
McCook National Bank - Pension	\$	2,199.02	
TOTAL ENDING CASH	\$	19,776,133.79	\$ 19,776,133.79

Dated: November 30, 2022

-s- Lea Ann Doak, City Clerk

ATTACHMENT B

City of McCook, Nebraska
 TREASURER'S REPORT
 CASH BALANCE BY FUNDS
 Period Ending November 30, 2022 (unaudited)

Beginning Cash on Hand, October 1, 2022	Beginning Cash	YTD Revenue	YTD Expenditures	Ending Cash
General Fund - 10	\$ 3,575,164.58	\$ 1,059,559.93	\$ 1,411,540.24	\$ 3,223,184.27
General Fund Unapplied/Accts. Payable	\$ 2,519.00	\$ (798.00)	\$ 0.61	\$ 1,720.39
Street Fund - 15	\$ 427,843.11	\$ 1,873.00	\$ 88,000.00	\$ 341,716.11
Special Revenue - 20	\$ 1,799,787.84	\$ 31,343.33	\$ 60,965.43	\$ 1,770,165.74
Special Revenue Unapplied/Accts. Payable	\$ -		\$ -	\$ -
Debt Service - 30	\$ 398,745.43	\$ 1,952.00	\$ -	\$ 400,697.43
Community Redevelopment Authority - 40	\$ 72,946.36	\$ 155,532.97	\$ -	\$ 228,479.33
Economic Development Fund - 45	\$ 1,013,373.90	\$ 107,530.97	\$ 39,777.54	\$ 1,081,127.33
Pension Trust - 50	\$ 5,343.21	\$ 1.47	\$ 3,145.66	\$ 2,199.02
Trust & Agency - 60	\$ 357,584.48	\$ 27,980.53	\$ 9,133.81	\$ 376,431.20
Internal Service Fund - 65	\$ 950,039.53	\$ 247,980.03	\$ 301,661.27	\$ 896,358.29
Enterprise Fund - 70	\$ 10,115,278.54	\$ 1,529,230.34	\$ 1,033,064.83	\$ 10,611,444.05
Enterprise Fund Unapplied/Accts. Payable	\$ 254.80	\$ -	\$ -	\$ 254.80
Capital Improvement - 80	\$ 733,200.17	\$ 110,380.66	\$ 1,225.00	\$ 842,355.83
BALANCES	\$ 19,452,080.95	\$ 3,272,567.23	\$ 2,948,514.39	\$ 19,776,133.79

Dated: November 30, 2022

-s- Lea Ann Doak, City Clerk

ATTACHMENT C

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: NOVEMBER 30TH, 2022

10 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
GENERAL REVENUE	10,577,173	10,577,173	471,641.62	1,059,559.93	1,014,116.51	9,517,613.07	89.98
RESERVES/CO TREASURER BAL	<u>1,798,887</u>	<u>1,798,887</u>	<u>0.00</u>	<u>0.00</u>	<u>22,460.00</u>	<u>1,798,887.00</u>	<u>100.00</u>
TOTAL REVENUES	<u>12,376,060</u>	<u>12,376,060</u>	<u>471,641.62</u>	<u>1,059,559.93</u>	<u>1,036,576.51</u>	<u>11,316,500.07</u>	<u>91.44</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ADMINISTRATION	791,193	791,193	49,854.67	99,604.56	88,641.71	691,588.44	87.41
PUBLICITY	8,750	8,750	2,840.02	2,934.76	566.73	5,815.24	66.46
AUDITORIUM	52,201	52,201	4,493.17	8,740.23	7,387.24	43,460.77	83.26
COUNCIL	574,381	574,381	18,676.33	40,999.79	37,397.26	533,381.21	92.86
POLICE	2,280,517	2,280,517	170,418.80	304,235.57	259,334.22	1,976,281.43	86.66
MUNICIPAL CENTER	102,694	102,694	18,469.25	28,242.87	25,960.27	74,451.13	72.50
FIRE	2,479,053	2,479,053	107,277.91	218,401.81	211,879.01	2,260,651.19	91.19
AMBULANCE	181,576	181,576	9,947.83	17,030.83	14,790.08	164,545.17	90.62
CIVIL DEFENSE	9,709	9,709	105.58	230.16	212.16	9,478.84	97.63
BUILDING & ZONING	101,414	101,414	7,343.37	16,325.12	16,064.16	85,088.88	83.90
LIBRARY	377,218	377,218	31,490.83	59,799.97	50,025.89	317,418.03	84.15
STREET	1,143,869	1,143,869	86,747.89	211,489.68	199,077.14	932,379.32	81.51
CEMETERY	255,032	255,032	19,147.08	38,375.60	45,490.84	216,656.40	84.95
PARKS	266,425	266,425	19,836.47	56,209.43	36,563.33	210,215.57	78.90
BALL PARKS	129,638	129,638	9,099.06	19,651.55	19,186.43	109,986.45	84.84
POOL	13,372	13,372	6,292.35	6,560.20	1,155.71	6,811.80	50.94
AIRPORT	176,011	176,011	12,487.94	26,988.22	25,016.59	149,022.78	84.67
UNEMPLOYMENT	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
UNCOLLECTABLE TAX	16,000	16,000	150.46	656.92	420.51	15,343.08	95.89
SENIOR CENTER	509,676	509,676	50,002.66	72,011.30	62,041.55	437,664.70	85.87
PUBLIC TRANSPORTATION	197,007	197,007	14,130.30	27,341.67	27,312.70	169,665.33	86.12
HEALTH OPERATING	861,250	861,250	71,771.00	143,542.00	131,179.00	717,708.00	83.33
RESERVES/CO TREASURER BAL	<u>623,887</u>	<u>623,887</u>	<u>0.00</u>	<u>12,168.00</u>	<u>11,292.60</u>	<u>611,719.00</u>	<u>98.05</u>
TOTAL EXPENDITURES	<u>11,160,873</u>	<u>11,160,873</u>	<u>710,582.97</u>	<u>1,411,540.24</u>	<u>1,270,995.13</u>	<u>9,749,332.76</u>	<u>87.35</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	1,215,187	1,215,187	(238,941.35)	(351,980.31)	(234,418.62)	1,567,167.31	128.97

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: NOVEMBER 30TH, 2022

15 -STREET FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
STREET IMPROVEMENTS	575,602	575,602	854.00	1,873.00	105.00	573,729.00	99.67
TOTAL REVENUES	575,602	575,602	854.00	1,873.00	105.00	573,729.00	99.67
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
STREET IMPROVEMENTS	575,602	575,602	0.00	88,000.00	0.00	487,602.00	84.71
TOTAL EXPENDITURES	575,602	575,602	0.00	88,000.00	0.00	487,602.00	84.71
REVENUES OVER/(UNDER) EXPENDITURES	0	0	854.00	(86,127.00)	105.00	86,127.00	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: NOVEMBER 30TH, 2022

20 -SPECIAL REVENUE
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
FAA GRANTS	129,711	129,711	0.00	7,389.00	0.00	122,322.00	94.30
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	0.00	0.00	66,000.00	100.00
ACE REVENUE SHARING	23,939	23,939	65.00	126.00	10.00	23,813.00	99.47
MCCOOK RECREATIONAL TRAIL	54,272	54,272	135.00	266.00	15.00	54,006.00	99.51
CCCCFF GRANT-SWIMMING POOL	11,718	11,718	0.00	0.00	0.00	11,718.00	100.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	122,729	122,729	362.00	745.00	204.00	121,984.00	99.39
ENHANCED E911	45,353	45,353	1,693.23	3,982.23	4,557.82	41,370.77	91.22
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	0.00	0.00	0.00
INSURANCE REIMBURSEMENT	465,025	465,025	1,189.00	2,316.00	127.00	462,709.00	99.50
PSAP FUNDS	137,722	137,722	7,950.40	12,037.10	4,695.06	125,684.90	91.26
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AUD/CONVEN CTR FEASIBILI	0	0	0.00	0.00	0.00	0.00	0.00
AME RESCUE PLAN ACT-ARPA	921,716	921,716	2,293.00	4,482.00	188.00	917,234.00	99.51
BIRDELLA NELSON TECH CTR	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,017,612	2,017,612	13,687.63	31,343.33	9,796.88	1,986,268.67	98.45

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	129,711	129,711	0.00	0.00	29,576.78	129,711.00	100.00
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	0.00	0.00	66,000.00	100.00
ACE REVENUE SHARING	23,939	23,939	0.00	0.00	5,096.00	23,939.00	100.00
MCCOOK RECREATIONAL TRAIL	54,272	54,272	0.00	0.00	0.00	54,272.00	100.00
CCCCFF GRANT-SWIMMING POOL	11,718	11,718	0.00	0.00	4,688.00	11,718.00	100.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	122,729	122,729	21,857.22	37,409.52	33,333.00	85,319.48	69.52
ENHANCED E911	45,353	45,353	729.09	2,529.09	4,888.16	42,823.91	94.42
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	0.00	0.00	0.00
INSURANCE REIMBURSEMENT	465,025	465,025	0.00	0.00	0.00	465,025.00	100.00
PSAP FUNDS	137,722	137,722	1,937.91	3,431.82	5,735.08	134,290.18	97.51
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AUD/CONVEN CTR FEASIBILI	0	0	0.00	0.00	0.00	0.00	0.00
AME RESCUE PLAN ACT-ARPA	921,716	921,716	0.00	8,900.00	72,476.75	912,816.00	99.03
BIRDELLA NELSON TECH CTR	0	0	8,695.00	8,695.00	0.00	(8,695.00)	0.00
TOTAL EXPENDITURES	2,017,612	2,017,612	33,219.22	60,965.43	155,793.77	1,956,646.57	96.98
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(19,531.59)	(29,622.10)	(145,996.89)	29,622.10	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: NOVEMBER 30TH, 2022

30 -DEBT SERVICE
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
AIRBASE JUDGEMENT	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	397,286	397,286	1,003.00	1,952.00	111.00	395,334.00	99.51
BOND RESERVE	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>397,286</u>	<u>397,286</u>	<u>1,003.00</u>	<u>1,952.00</u>	<u>111.00</u>	<u>395,334.00</u>	<u>99.51</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
AIRBASE JUDGEMENT	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	397,286	397,286	0.00	0.00	0.00	397,286.00	100.00
BOND RESERVE	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>397,286</u>	<u>397,286</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>397,286.00</u>	<u>100.00</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	1,003.00	1,952.00	111.00 (1,952.00)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: NOVEMBER 30TH, 2022

40 -COMMUNITY DEVELOPMENT
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	0.00	0.00	31,000.00	100.00
CITY INVESTMENTS	72,602	72,602	181.00	355.00	21.00	72,247.00	99.51
NORTH POINTE	30,000	30,000	0.00	7,818.05	0.00	22,181.95	73.94
CLARY VILLAGE LLC	9,500	9,500	0.00	0.00	0.00	9,500.00	100.00
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	0.00	0.00	60,000.00	100.00
QUILLAN COURTS	15,000	15,000	0.00	463.46	2,104.02	14,536.54	96.91
MCCOOK LODGING/HOLIDAY I	100,000	100,000	0.00	45,323.83	0.00	54,676.17	54.68
NEXT GENERATION	220,000	220,000	0.00	101,572.63	0.00	118,427.37	53.83
N-STANT CONVENIENCE	20,000	20,000	0.00	0.00	0.00	20,000.00	100.00
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
TOTAL REVENUES	758,102	758,102	181.00	155,532.97	2,125.02	602,569.03	79.48
<hr/>							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	0.00	0.00	31,000.00	100.00
CITY INVESTMENTS	72,602	72,602	0.00	0.00	0.00	72,602.00	100.00
NORTH POINTE	30,000	30,000	0.00	0.00	0.00	30,000.00	100.00
CLARY VILLAGE LLC	9,500	9,500	0.00	0.00	0.00	9,500.00	100.00
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	0.00	0.00	60,000.00	100.00
QUILLAN COURTS	15,000	15,000	0.00	0.00	2,104.02	15,000.00	100.00
MCCOOK LODGING/HOLIDAY I	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00
NEXT GENERATION	220,000	220,000	0.00	0.00	0.00	220,000.00	100.00
N-STANT CONVENIENCE	20,000	20,000	0.00	0.00	0.00	20,000.00	100.00
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
TOTAL EXPENDITURES	758,102	758,102	0.00	0.00	2,104.02	758,102.00	100.00
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REVENUES OVER/(UNDER) EXPENDITURES	0	0	181.00	155,532.97	21.00 (155,532.97)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: NOVEMBER 30TH, 2022

45 -ECONOMIC DEVELOPMENT FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
ECONOMIC DEVELOPMENT FUN	1,554,742	1,554,742	55,456.75	107,530.97	87,865.11	1,447,211.03	93.08
KEYSTONE BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
KEYSTONE BOND REDEMPTION	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,554,742	1,554,742	55,456.75	107,530.97	87,865.11	1,447,211.03	93.08
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ECONOMIC DEVELOPMENT FUN	1,554,742	1,554,742	11,862.54	39,777.54	46,937.70	1,514,964.46	97.44
KEYSTONE BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
KEYSTONE BOND REDEMPTION	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,554,742	1,554,742	11,862.54	39,777.54	46,937.70	1,514,964.46	97.44
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	43,594.21	67,753.43	40,927.41	(67,753.43)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: NOVEMBER 30TH, 2022

50 -PENSION TRUST
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
POLICE OFFICER DISABILIT	23,343	23,343	0.86	1.47	0.35	23,341.53	99.99
TOTAL REVENUES	23,343	23,343	0.86	1.47	0.35	23,341.53	99.99
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
POLICE OFFICER DISABILIT	23,343	23,343	1,572.83	3,145.66	3,145.66	20,197.34	86.52
TOTAL EXPENDITURES	23,343	23,343	1,572.83	3,145.66	3,145.66	20,197.34	86.52
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(1,571.97)	(3,144.19)	(3,145.31)	3,144.19	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: NOVEMBER 30TH, 2022

60 -AGENCY FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
PERPETUAL CARE	164,975	164,975	854.00	1,537.00	2,292.00	163,438.00	99.07
SENIOR CENTER CONTRIBUTIO	83,101	83,101	392.00	970.00	1,357.50	82,131.00	98.83
SCHOOL	8,050	8,050	600.00	600.00	1,025.00	7,450.00	92.55
FIRE CONTRIBUTIONS	7,793	7,793	0.00	335.00	3,000.00	7,458.00	95.70
LIBRARY MEMORIAL	54,658	54,658	5,000.00	5,000.00	10,989.00	49,658.00	90.85
COMMUNITY BETTERMENT	135,915	135,915	9,486.59	18,293.36	16,711.72	117,621.64	86.54
DARE CONTRIBUTIONS	1,776	1,776	100.00	600.00	0.00	1,176.00	66.22
PUBLIC WORKS CONTRIBUTION	6,994	6,994	0.00	0.00	0.00	6,994.00	100.00
AMBULANCE CONTRIBUTIONS	9,801	9,801	0.00	0.00	0.00	9,801.00	100.00
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	4,715	4,715	45.17	545.17	71.38	4,169.83	88.44
FIRE TRAINING TRAILER	14,500	14,500	0.00	100.00	0.00	14,400.00	99.31
TOTAL REVENUES	496,594	496,594	16,477.76	27,980.53	35,446.60	468,613.47	94.37
=====							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
PERPETUAL CARE	164,975	164,975	0.00	0.00	0.00	164,975.00	100.00
SENIOR CENTER CONTRIBUTIO	83,101	83,101	4,294.90	4,294.90	0.00	78,806.10	94.83
SCHOOL	8,050	8,050	0.00	0.00	675.00	8,050.00	100.00
FIRE CONTRIBUTIONS	7,793	7,793	0.00	0.00	0.00	7,793.00	100.00
LIBRARY MEMORIAL	54,658	54,658	0.00	0.00	749.40	54,658.00	100.00
COMMUNITY BETTERMENT	135,915	135,915	100.00	5,945.00	17,913.00	129,970.00	95.63
DARE CONTRIBUTIONS	1,776	1,776	0.00	0.00	840.02	1,776.00	100.00
PUBLIC WORKS CONTRIBUTION	6,994	6,994	0.00	0.00	0.00	6,994.00	100.00
AMBULANCE CONTRIBUTIONS	9,801	9,801	0.00	0.00	0.00	9,801.00	100.00
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	4,715	4,715	0.00	1,106.09	0.00	5,821.09	123.46
FIRE TRAINING TRAILER	14,500	14,500	0.00	0.00	0.00	14,500.00	100.00
TOTAL EXPENDITURES	496,594	496,594	4,394.90	9,133.81	20,177.42	487,460.19	98.16
=====							
REVENUES OVER/(UNDER) EXPENDITURES	0	0	12,082.86	18,846.72	15,269.18	(18,846.72)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: NOVEMBER 30TH, 2022

65 -INTERNAL SERVICE FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
FLEX DEPENDENT CARE	10,729	10,729	384.00	576.00	461.56	10,153.00	94.63
FLEX - MEDICAL	60,056	60,056	2,812.92	10,262.84	5,232.76	49,793.16	82.91
SELF INSURED HEALTH INSUR	<u>2,705,527</u>	<u>2,705,527</u>	<u>48,247.30</u>	<u>237,141.19</u>	<u>567,358.46</u>	<u>2,468,385.81</u>	<u>91.23</u>
TOTAL REVENUES	<u>2,776,312</u>	<u>2,776,312</u>	<u>51,444.22</u>	<u>247,980.03</u>	<u>573,052.78</u>	<u>2,528,331.97</u>	<u>91.07</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FLEX DEPENDENT CARE	10,729	10,729	0.00	0.00	461.52	10,729.00	100.00
FLEX - MEDICAL	60,056	60,056	642.69	2,103.68	1,154.62	57,952.32	96.50
SELF INSURED HEALTH INSUR	<u>2,705,527</u>	<u>2,705,527</u>	<u>173,460.33</u>	<u>299,557.59</u>	<u>384,282.39</u>	<u>2,405,969.41</u>	<u>88.93</u>
TOTAL EXPENDITURES	<u>2,776,312</u>	<u>2,776,312</u>	<u>174,103.02</u>	<u>301,661.27</u>	<u>385,898.53</u>	<u>2,474,650.73</u>	<u>89.13</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(122,658.80)	(53,681.24)	187,154.25	53,681.24	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: NOVEMBER 30TH, 2022

70 -ENTERPRISE FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
SOLID WASTE-LANDFILL POST	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE - RECYCLING	320,800	320,800	5,963.81	14,627.24	11,700.01	306,172.76	95.44
SOLID WASTE - COLLECTION	1,066,154	1,066,154	76,964.84	152,933.91	139,213.79	913,220.09	85.66
SOLID WASTE - TRANSFER ST LANDFILL RESERVE	1,475,222	1,475,222	73,429.79	162,285.38	188,141.66	1,312,936.62	89.00
SOLID WASTE - DISPOSAL	871,162	871,162	1,987.00	3,867.00	12,698.00	867,295.00	99.56
WATER MAINTENANCE & OPERA	464,160	464,160	17,377.24	30,227.29	66,401.07	433,932.71	93.49
WATER BOND & INTEREST RED	5,013,617	5,013,617	272,317.23	598,983.05	564,077.38	4,414,633.95	88.05
WATER CAPITAL - REPLACEME	1,245,246	1,245,246	3,184.00	6,201.00	73,226.00	1,239,045.00	99.50
WATER CAPITAL - DEVELOPME	4,859,232	4,859,232	7,163.00	13,966.00	54,562.00	4,845,266.00	99.71
WATER QUALITY SOLUTION	0	0	0.00	0.00	0.00	0.00	0.00
SEWER MAINTENANCE & OPERA	171,290	171,290	458.67	886.20	61.93	170,403.80	99.48
SEWER BOND & INTEREST RES	2,995,043	2,995,043	148,058.35	292,655.45	253,932.08	2,702,387.55	90.23
SEWER CAPITAL - REPLACEME	122,729	122,729	311.00	603.00	35.00	122,126.00	99.51
SEWER CAPITAL - DEVELOPME	3,131,593	3,131,593	1,407.00	2,739.00	71,159.00	3,128,854.00	99.91
COMBINED UTILITIES	1,361	1,361	5.00	9.00	0.00	1,352.00	99.34
ELECTRIC UTILITY	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
TOTAL REVENUES	1,330,000	1,330,000	103,702.82	249,246.82	249,583.16	1,080,753.18	81.26
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	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
SOLID WASTE-LANDFILL POST	14,550	14,550	0.00	0.00	884.23	14,550.00	100.00
SOLID WASTE - RECYCLING	364,340	364,340	6,563.69	14,792.79	17,247.12	349,547.21	95.94
SOLID WASTE - COLLECTION	1,066,154	1,066,154	58,574.71	101,538.07	133,883.41	964,615.93	90.48
SOLID WASTE - TRANSFER ST LANDFILL RESERVE	1,417,132	1,417,132	87,326.30	163,521.46	183,833.67	1,253,610.54	88.46
SOLID WASTE - DISPOSAL	871,162	871,162	0.00	0.00	0.00	871,162.00	100.00
WATER MAINTENANCE & OPERA	464,160	464,160	17,377.24	30,227.29	68,901.07	433,932.71	93.49
WATER BOND & INTEREST RED	5,013,617	5,013,617	167,364.57	301,802.25	386,776.15	4,711,814.75	93.98
WATER CAPITAL - REPLACEME	1,245,246	1,245,246	43,263.89	43,263.89	41,654.93	1,201,982.11	96.53
WATER CAPITAL - DEVELOPME	4,859,232	4,859,232	25,740.75	32,902.28	289,834.44	4,826,329.72	99.32
WATER QUALITY SOLUTION	0	0	0.00	0.00	0.00	0.00	0.00
SEWER MAINTENANCE & OPERA	171,290	171,290	0.00	0.00	0.00	171,290.00	100.00
SEWER BOND & INTEREST RES	2,995,043	2,995,043	66,198.78	138,919.56	206,772.25	2,856,123.44	95.36
SEWER CAPITAL - REPLACEME	122,729	122,729	0.00	0.00	0.00	122,729.00	100.00
SEWER CAPITAL - DEVELOPME	3,131,593	3,131,593	29,303.24	29,303.24	34,970.25	3,102,289.76	99.06
COMBINED UTILITIES	1,361	1,361	0.00	0.00	0.00	1,361.00	100.00
ELECTRIC UTILITY	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
TOTAL EXPENDITURES	1,330,000	1,330,000	31,250.00	176,794.00	249,583.16	1,153,206.00	86.71
	=====	=====	=====	=====	=====	=====	=====

TOTAL REVENUES	23,568,455	23,568,455	712,329.75	1,529,230.34	1,684,791.08	22,039,224.66	93.51
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	179,366.58	496,165.51	70,450.40	(496,165.51)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: NOVEMBER 30TH, 2022

80 -CAPITAL IMPROVEMENTS FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
CAPITAL IMPROVE 2018	798,957	798,957	54,196.33	108,221.66	106,816.66	690,735.34	86.45
CAPITAL IMPROVE PRE 2018	<u>440,196</u>	<u>440,196</u>	<u>1,110.00</u>	<u>2,159.00</u>	<u>73.00</u>	<u>438,037.00</u>	<u>99.51</u>
TOTAL REVENUES	<u>1,239,153</u>	<u>1,239,153</u>	<u>55,306.33</u>	<u>110,380.66</u>	<u>106,889.66</u>	<u>1,128,772.34</u>	<u>91.09</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
CAPITAL IMPROVE 2018	798,957	798,957	1,225.00	1,225.00	30,632.92	797,732.00	99.85
CAPITAL IMPROVE PRE 2018	<u>440,196</u>	<u>440,196</u>	<u>0.00</u>	<u>0.00</u>	<u>12,185.00</u>	<u>440,196.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	<u>1,239,153</u>	<u>1,239,153</u>	<u>1,225.00</u>	<u>1,225.00</u>	<u>42,817.92</u>	<u>1,237,928.00</u>	<u>99.90</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	54,081.33	109,155.66	64,071.74 (109,155.66)	0.00

**CITY MANAGER'S REPORT
JANUARY 3, 2022 MCCOOK CITY COUNCIL MEETING**

3.A.
ITEM NO. ___ Update regarding the swimming pool and ballpark projects.

BACKGROUND:

Staff would like to keep this item as a place keeper on the McCook City Council agendas while we work through the construction process for both the swimming pool and the ballpark. It is staff's intent to use this item for informational purposes.

APPROVALS:



Nathan A. Schneider, City Manager

December 28, 2022



Lea Ann Doak, City Clerk

December 28, 2022

**CITY MANAGER'S REPORT
JANUARY 3, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. **3.B** Review the City of McCook's Construction Management at Risk Policy.

BACKGROUND:

In February of 2011, McCook's City Council approved a Construction Management at Risk (CMAR) Policy. Per state statute, the policy was adopted by the City of McCook in order to utilize the CMAR construction method for the new municipal building. The policy is still in force and effect. It is important to review the policy in light of the current swimming pool project.

APPROVALS:



Nathan A. Schneider, City Manager

December 28, 2022



Lea Ann Doak, City Clerk

December 28, 2022

CITY OF MCCOOK CONSTRUCTION MANAGEMENT AT RISK POLICY

For contracts related to construction projects, the City of McCook will follow the procedures established by the Political Subdivisions Construction Alternatives Act (RRS §13-2901 through §13-2914) in their decision to solicit and execute a Construction Management at Risk Contract for capital construction projects.

PURPOSE

This policy authorizes the City of McCook to enter into a Construction Management at Risk Contract for a public project if the City adheres to specific procedures.

POLICIES

The City shall adopt a resolution selecting the Construction Management at Risk Contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. The resolution requires the affirmative vote of at least two-thirds of the Council.

PROCEDURES

CONSTRUCTION MANAGEMENT AT RISK CONTRACT

Preparation and content of Request for Proposal (RFP)

The City, with the assistance of the Project Architect or Project Engineer, shall prepare a request for proposal for each Construction Management at Risk Contract for soliciting proposals from interested Construction Managers.

Standards used to prequalify Construction Managers

An *AIA 305 Contractor's Qualifications Statement* may be provided to each potential Construction Manager for their review.

Preparing and submitting Proposals

The requirements for preparing and submitting Proposals will be clearly outlined in the Request for Proposal.

Evaluating Construction Manager Proposals

The City shall refer the proposals for recommendation to the selection committee. The selection committee shall be at least five (5) persons designated by the City. Members of the selection committee shall include:

1. Members of the Council;
2. Members of the administration or staff;
3. Representative of the Architect;
4. Any person having special expertise relevant to selection of a construction manager (e.g. someone who has been involved in a construction project using a construction manager);
5. Resident of the City of McCook other than any individual listed in Sections 1 - 4 above.

The Evaluation Criteria, as listed in the Political Subdivisions Construction Alternatives Act, shall be used and shall be included in the Request for Proposal.

Negotiations

The City may attempt to negotiate a Construction Management at Risk Contract with the highest ranked construction manager and may enter into a Construction Management at Risk Contract after negotiations.

Formal Protests

The process for addressing formal protests relating to the solicitation or execution of a Construction Management at Risk Contract will be addressed in each individual Request for Proposal.

**CITY MANAGER'S REPORT
JANUARY 3, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO: 3.C.1 Adopt Resolution No. 2023- 01, selecting the construction management at risk contract delivery system for the new McCook Swimming Pool.

BACKGROUND:

Per Neb. Rev. Stat. 13-2904, a political subdivision which follows the Political Subdivisions Construction Alternatives Act may solicit and execute a construction management at risk (CMAR) contract. This method of construction differs from the traditional design-bid-build format.

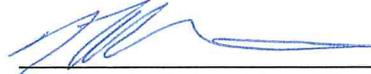
Under the CMAR construction method, the City of McCook would employ a construction manager to consult on the development of the swimming pool. The construction manager would be a company that has experience building swimming pools. The construction manager would review the preferred project design, and based upon the construction manager's expertise, the construction manager would determine the guaranteed maximum price (GMP). The GMP represents a cost threshold that the construction manager is contractually bound to honor. Items considered when determining the GMP are the project budget, the project description and goal, the payment schedule, and any additional expenses. Should the project exceed the GMP, the construction manager, not the City of McCook, is financially liable, hence the "at risk" component of the CMAR.

There are quite a few benefits associated with the CMAR method of construction. Using the CMAR method can offer better cost control to the project. The construction manager provides estimates for the costs of material and labor so the City of McCook will have a better idea of how to budget. Being constantly aware of the expected costs reduces potential surprises in expenditures. If a cost estimate doesn't align with a budget, the construction manager can work with the property owner to identify issues and make adjustments. Another advantage of the CMAR method is the ability to simplify communication between the parties. The construction manager functions as the common point of contact for the major project stakeholders. One of the construction manager's responsibilities is to represent the City of McCook which makes it imperative that the construction manager align their interests with the owner's interests to ensure that the other project players work to satisfy the City's requirements. When everyone knows whom to contact about project specifics, and that point of contact accurately reflects the desires of the City, there is less opportunity for delays arising from fractured communication. As previously mentioned, another benefit of the CMAR method is the reduction of risk to the City. A contract will be entered into between the City of McCook and the construction manager after an RFP process is conducted. The contract will assure that the construction manager is financially liable for any expense outside of the budget. Additionally, subcontractors working on the project can refer to the contract to evaluate budget restrictions and project requirements.

By way of history, the City of McCook adopted the CMAR method of construction for the new municipal facility. The CMAR method helped keep the project on track and within the established budget.

At the January 16th McCook City Council meeting, the City Council will be asked to approve an RFP in order to select the construction manager for the project. City staff is currently finalizing the RFP document with the assistance of Lamp Rynearson.

APPROVALS:



Nathan A. Schneider, City Manager

December 28, 2022



Lea Ann Doak, City Clerk

December 28, 2022



Kyle Potthoff, Public Works Director

December 28, 2022

RESOLUTION NO. 2023-01

A Resolution of the City of McCook, Nebraska selecting the construction management at risk contract delivery system for the construction of the municipal pool facility project.

Recitals

WHEREAS, the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. § 13-2901, *et. seq.* (herein the "Act") authorizes a political subdivision to enter into a construction management at risk contract for a public project if the political subdivision adheres to the procedures set forth in the act.

WHEREAS, the Act defines a construction management at risk contract as a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the political subdivision, (b) acts as a construction consultant to the political subdivision during the design development phase of the project when the political subdivision's architect or engineer designs the project, and © is the builder during the construction phase of the project.

WHEREAS, the McCook City Council has determined that the municipal pool facility project requires specialized and complex construction methods suitable for a construction management at risk contract delivery system. Further, the McCook City Council has determined that a construction management at risk contract delivery system will provide the city savings in cost and time in the construction of the municipal pool facility.

WHEREAS, for the foregoing reasons the McCook City Council has determined that it will use a construction management at risk contract delivery system for construction of the municipal pool facility.

NOW, THEREFORE, BE IT RESOLVED by the McCook City Council that the City of McCook shall use a construction management at risk contract delivery system for construction of the municipal pool facility.

RESOLVED this 3rd of January, 2023.

Linda Taylor, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer