

**AGENDA**  
**MCCOOK CITY COUNCIL**  
**REGULAR MEETING**  
**Tuesday - September 8, 2015**  
**6:30 P.M. - City Council Chambers**

- **Call to Order and Roll Call.**
- **Open Meetings Act Announcement.**  
*\*A copy of the Open Meetings Act is posted by the entrance to the Council Chambers and is available for public review.*
- **Invocation.**  
The McCook Ministerial Association - Clark Bates, McCook Christian Church.
- **Pledge of Allegiance.**

**1. Citizen's Comments.**

*\*The Council welcomes your input. You may address the Council at this time on items that are not on tonight's agenda. According to Nebraska Open Meeting Laws no action may be taken by Council.*

*At the appropriate time during the meeting, citizens wishing to comment on tonight's Agenda items will be given an opportunity.*

**2. Announcements & Recognitions.**

**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 Councilmember or public in attendance, be considered as a separate item under the Regular Agenda.*

A. Approve the minutes of the August 17, 2015 regular City Council meeting.

090815 minutes

B. Approve the application for a Special Designated Liquor License submitted by Loop Brewing Co., Liquor License #LK-093351, for Dueling Pianos to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on October 24, 2015 from 6:00 P.M. to 1:00 A.M.

090815 dueling

C. Approve the application for a Special Designated Liquor License submitted by Loop Brewing Co., Liquor License #LK-093351, for a Class Reunion reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on September 26, 2015 from 4:00 P.M. to 1:00 A.M.

090815 reunion

D. Approve the application for a Special Designated Liquor License submitted by Knights of Columbus 1126, Liquor License #I-003702, for a dance/reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on October 3, 2015 from 4:00 P.M. to 12:00 A.M.

090815 knights

E. Approve the application for a Special Designated Liquor License submitted by the

McCook Area Chamber of Commerce for the Heritage Days Mixer to be held at McCook National Bank, 220 Norris Avenue, on September 23, 2015 from 5:30 P.M. to 7:00 P.M.

090815 chamber

F. Approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park and the bandshell for entertainment on September 26 - 27, 2015; for the closing of Norris Avenue from "G" Street to "H" Street - after the parade on Saturday until Sunday evening, the 100 block of East "G" Street beginning at 3:00 p.m. on Friday, September 25 until Sunday evening, the 700 block of East 1<sup>st</sup> and the 100 block of East "H" Street beginning at 5:00 A.M. September 26, 2015 until Sunday evening, the 100 block of West "G" street from 5:00 a.m. on Saturday, September 26, 2015 until after the parade, the 200 block of East "H" Street from East 1<sup>st</sup> to the alley between East 1<sup>st</sup> and East 2nd from 5:00 A.M. to 6:00 P.M. on Saturday September 26<sup>th</sup> for a car show, if needed; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 26, 2015; and the use of City Streets around Norris Park from the conclusion of the parade until 6:00 P.M. on Saturday, September 26, 2015 for a car show.

090815 heritage

G. Receive and file claim for damages from Dan Burns and instruct that it be submitted to the City's insurance carrier for review and appropriate action.

090815 burns

H. Award the bid for the Industrial Park Road paving to BSB Construction of Curtis, Nebraska in the amount of \$203,727.55, that being the lowest best bid.

090815 bsb

I. Approve bid documents and authorize the Clerk to advertise for bids to replace approximately 380 feet of 6" water main on Centennial Drive and set the date to receive bids as September 29, 2015 at 2:00 P.M.

090815 centennial

**4. Regular Agenda:**

A. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to collective bargaining - the Fraternal Order of Police Lodge 57.

*\*If the motion to close passes, then the presiding officer shall announce immediately prior to the closed session:  
"At this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the purpose of [restate the entire motion]. We will reconvene in public session following this closed session."*

B. Adopt Resolution No. 2015-17 ratifying the Collective Bargaining Agreement between the City of McCook and the Fraternal Order of Police, Lodge 57 for the period of October 1, 2015 to September 30, 2017 and authorize the Mayor to sign said agreement.

090815 police union

C. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to collective bargaining - the McCook Professional Firefighters Association Local 2100.

*\*If the motion to close passes, then the presiding officer shall announce immediately prior to the closed session:  
"At this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the purpose of [restate the entire motion]. We will reconvene in public session following this closed session."*

D. Adopt Resolution No. 2015-18 ratifying the Collective Bargaining Agreement between the City of McCook and the Lieutenants Bargaining Unit of the McCook Professional Firefighters Association Local 2100 for the period of October 1, 2015 to September 30, 2020 and authorize the Mayor to sign said agreement.

E. Adopt Resolution No. 2015-19 ratifying the Collective Bargaining Agreement between the City of McCook and the Firefighters Bargaining Unit of the McCook Professional Firefighters Association Local 2100 for the period of October 1, 2015 to September 30, 2020 and authorize the Mayor to sign said agreement.

090815 fire union

F. Introduce and approve under suspension of the rule Ordinance No. 2015-2920 setting the salary and compensation of City Manager Nathan A. Schneider.

090815 cm comp

G. Approve Ordinance No. 2015-2918 providing for the adoption of the budget for FY 2015/2016 upon its third and final reading.

090815 budget

H. Approve Ordinance No. 2015-2919 providing for the adoption of the 2015/2016 Fiscal Year Employee Classification Pay Plan upon its third and final reading.

090815 pay

I. Council Comments.

- **Adjournment.**

**CITY MANAGER'S REPORT  
SEPTEMBER 8, 2015 CITY COUNCIL MEETING**

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**ITEM:**         **3A**

Approve the minutes of the August 17, 2015 regular City Council meeting.

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**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**       None.

**RECOMMENDATION:**

Approve the minutes of the August 17, 2015 regular City Council meeting.

**APPROVALS:**

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

September 3, 2015

MCCOOK CITY COUNCIL

August 17, 2015

6:30 P.M.

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 6:30 o'clock P.M. in the City Council Chambers.

Present: Mayor Gonzales, Councilmembers Hepp, Calvin, McDowell, Weedon.

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Police Chief Brown, Library Director Crocker, Utilities Director Dutcher, Fire Chief Harpham, and Public Works Director Potthoff.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on August 13, 2015, 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 Acknowledgment 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 Gary Leitner, representing the 1<sup>st</sup> Assembly of God Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Gonzales called the meeting to order.

**1. Citizen's comments.**

No one was present for citizen's comments.

**2. Announcements & Recognitions.**

City Manager Schneider informed the Council that the Police Union and Fire Union contracts will be brought to the Council at the September 8 meeting for consideration.

Jody Crocker, speaking a volunteer, asked the Council for permission to create on committee for review of swimming pool needs.

Doug Skiles and Mark Graff, representing the McCook Community Foundation, presented a check to the City in the amount of \$4,500 to be used for a feasibility study for future use of the City Auditorium and the need for building a Convention/Meeting facility.

**3. Public Hearing and proposed FY 2014/2015 consideration.**

- A. Public Hearing - regarding a report from Rex Nelson regarding the Citizen's Advisory Committee meetings held April 27, 2015 and July 27, 2015.

Upon a motion by Councilmember Calvin, seconded by Councilmember Hepp, the Council voted to recess as a City Council and convene a public hearing for the purpose of receiving public comment on a report from Rex Nelson regarding the Citizen's Advisory Committee meetings held April 27, 2015 and July 27, 2015 with the City Attorney to act as hearing officer. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

The City Attorney offered and received into evidence Exhibit #1 - City Manager Report prepared for the August 17, 2015 City Council meeting (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - McCook LB840 Economic Development Program Quarterly Report dated July 24, 2015 (5 pages); and Exhibit #4 - the Economic Development Plan Citizen's Advisory Review Committee minutes of the April 27, 2015 meeting (2 pages).

Troy Bruntz, member of the Citizen's Advisory Review Committee, and Rex Nelson, McCook Economic Development Corporation Executive Director reviewed the quarterly report with the Council.

Wayne Michaelis stated that he wished the Clary Village Project would have bought more locally, supporting the City with sales tax dollars.

There being no one else present to comment, upon a motion by Councilmember Calvin, seconded by Councilmember Hepp, the Council voted to adjourn the public hearing and to reconvene as a City Council. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

B. Receive and file the minutes of the April 27, 2015 Economic Development Plan Citizen's Advisory Review Committee meeting.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to receive and file the minutes of the April 27, 2015 Economic Development Plan Citizen's Advisory Review Committee meeting. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

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

A. Approve the minutes of the August 3, 2015 regular City Council meeting.

Upon a motion by Mayor Gonzales, seconded by Councilmember Hepp, the Council voted to approve the minutes of the August 3, 2015 regular City Council meeting. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

B. Authorize Great Plains communications to occupy city right-of-way for the installation of fiber optic cable along the north side of South Street beginning at South Highway 83 and moving west approximately 550 feet to Parker Hannifin and authorize the Mayor to sign the Application to Occupy Right of Way.

Upon a motion by Mayor Gonzales, seconded by Councilmember Hepp, the Council voted to authorize Great Plains communications to occupy city right-of-way for the installation of fiber optic cable along the north side of South Street beginning at South Highway 83 and moving west approximately 550 feet to Parker Hannifin and authorize the Mayor to sign the Application to Occupy Right of Way. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp,

Calvin, McDowell, Weedon. NAY: None.

**5. Regular Agenda:**

- A. Review and approve an easement with Jay and Kim Schilling for property legally described as Lot 16, Block 15, Original McCook, Red Willow County, Nebraska, said easement to be part of the Downtown Redevelopment Project.

Upon a motion by Councilmember Calvin, seconded by Councilmember Hepp, the Council voted to approve an easement with Jay and Kim Schilling for property legally described as Lot 16, Block 15, Original McCook, Red Willow County, Nebraska, said easement to be part of the Downtown Redevelopment Project. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

- B. Approve Ordinance No. 2015-2918 providing for the adoption of the budget for FY 2015/2016 upon its second reading.

Ordinance No. 2015-2918 entitled: AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2015/2016 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE 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, was considered on its second reading.

Motion was made by Mayor Gonzales, seconded by Councilmember Weedon, to approve Ordinance No. 2015-2918 on its second reading.

Discussion included review of proposed budget adjustments for the financing of operational equipment utilizing a loan from the Water Department, loan would be an estimated \$300,000 with an annual payment of around \$65,000; the addition of \$4,000 to the Ballparks Department for Wood Fiber, \$13,000 in the Transfer Station for New Axle Scales, and the reduction of \$16,200 for Lab Supplies in the Sewer Department; proposed street projects to be addressed utilizing sales tax funds; proposed Sales Tax Improvement projects included Jaycee Complex fence replacement with no backstops - \$50,000, protective netting at the Jaycee Complex, Pool Filtration System - \$50,000, remove and replace filtration sand at the Pool - \$70,000.

It was the consensus of the Council to proceed with utilizing an internal loan for funding of operational equipment for the General Fund; utilize \$46,000 in the Sales Tax Pool Improvements for Diving Board Standards; combine the proposed \$46,000 for Diving Board Standards for Senior Center Renovations giving a total of \$121,000; and designating \$60,000 sales tax dollars for Ballpark Improvements/Fence Replacement.

The Mayor then stated the question: "Shall Ordinance No. 2015-2918 be approved upon its second reading?" Upon roll call vote the following Councilmembers voted YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None. Motion carried. Whereupon the Mayor declared said Ordinance No. 2015-2919 approved on its second reading.

- C. Approve Ordinance No. 2015-2919 providing for the adoption of the 2015/2016 Fiscal Year Employee Classification Pay Plan upon its second reading.

Ordinance No. 2015-2919 entitled: AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2015/2016 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE 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, was considered on its second reading.

Motion was made by Councilmember Weedin, seconded by Councilmember Hepp, to approve Ordinance No. 2015-2919 on its second reading. Upon roll call vote the following Councilmembers voted YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None. Motion carried. Whereupon the Mayor declared said Ordinance No. 2015-2919 approved on its second reading.

D. Council Comments.

Council comments included congratulations to McCook Community College on their improvements to Brooks Hall.

E. An Executive Session may be held upon a majority vote of the Council for the protection of public interest and protection of attorney client privilege for a strategy session with their Attorney with respect to potential litigation involving a Zoning Regulation Violation.

Upon a motion by Councilmember Calvin, seconded by Councilmember Weedin, the Council voted to move into executive session for the protection of public interest and protection of attorney client privilege for a strategy session with their Attorney with respect to potential litigation involving a Zoning Regulation Violation at 8:18 P.M. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

Mayor Gonzales announced that at this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the protection of public interest and protection of attorney client privilege for a strategy session with their Attorney with respect to potential litigation involving a Zoning Regulation Violation. The Council will reconvene in public session following this closed session.

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

Upon a motion by Councilmember Weedin, seconded by Mayor Gonzales, the Council voted to move out of executive session at 8:45 P.M. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

▪ **Adjournment.**

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 8:46 P.M.

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Michael D. Gonzales, Mayor

ATTEST:

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

**CITY MANAGER'S REPORT  
SEPTEMBER 8, 2015 CITY COUNCIL MEETING**

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**ITEM:            3B**

Approve the application for a Special Designated Liquor License submitted by Loop Brewing Co., Liquor License #LK-093351, for Dueling Pianos to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on October 24, 2015 from 6:00 P.M. to 1:00 A.M.

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**BACKGROUND:**

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

**FISCAL  
IMPACT:**       None.

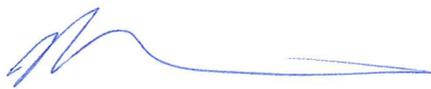
**RECOMMENDATION:**

Approve the application for a Special Designated Liquor License submitted by Loop Brewing Co., Liquor License #LK-093351, for Dueling Pianos to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on October 24, 2015 from 6:00 P.M. to 1:00 A.M.

**APPROVALS:**

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

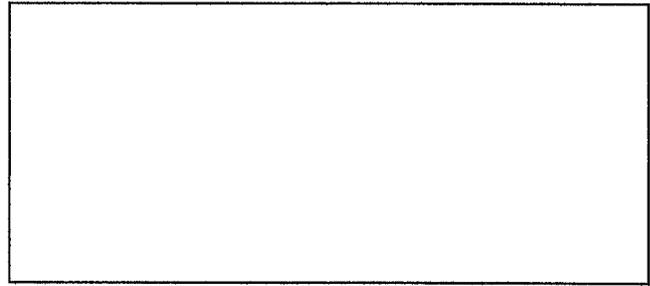
September 2, 2015

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

September 2, 2015

**APPLICATION FOR SPECIAL DESIGNATED LICENSE**

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/  
michelle.porter@hotmail.com



DO YOU NEED POSTERS? YES  NO

**NON PROFIT APPLICANTS**  
(Check one that best applies)

Municipal    Political    Fine Arts    Fraternal    Religious    Charitable    Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-055441)

93351

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: Loop Brewing Company

ADDRESS: 404 West A Street

CITY McCook ZIP 69001

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME McCook City Auditorium

ADDRESS: 302 West 5th Street CITY McCook

ZIP 69001 COUNTY and COUNTY # Red Willow

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

4. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date <u>Oct/24/2015</u>	Date	Date	Date	Date	Date
<b>Hours</b> From <u>6:00 p.m.</u>	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From
To <u>1:00 AM</u>	To	To	To	To	To

a. Alternate date: \_\_\_\_\_

b. Alternate location: \_\_\_\_\_  
(Alternate date or location must be specified in local approval)

5. Indicate type of activity to be carried on during event:

Dance  Reception  Fund Raiser  Beer Garden  Sampling/Tasting

Other Dueling Pianos

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 150 x 50  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered **IN FEET** \_\_\_\_\_ x \_\_\_\_\_

\***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

Fence;  snow fence  chain link  cattle panel

Tent  other \_\_\_\_\_

7. How many attendees do you expect at event? 150

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

\_\_\_\_\_

\_\_\_\_\_

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

10. **Where will you be purchasing your alcohol?**

Wholesaler X      Retailer \_\_\_\_\_      Both \_\_\_\_\_      BYO \_\_\_\_\_  
(includes wineries)

11. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

**NOTE:** Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: \_\_\_\_\_

13. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Adam Siegfried

Signature of Event Supervisor [Signature]

Event Supervisor phone: Before 340-2400 During 340-2400  
Email address \_\_\_\_\_

**Consent of Authorized Representative/Applicant**

14. 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.

sign here [Signature] \_\_\_\_\_ Owner \_\_\_\_\_ 8-20-15 \_\_\_\_\_  
Authorized Representative/Applicant Title Date  
Adam Siegfried  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**CITY MANAGER'S REPORT  
SEPTEMBER 8, 2015 CITY COUNCIL MEETING**

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ITEM: 3C

Approve the application for a Special Designated Liquor License submitted by Loop Brewing Co., Liquor License #LK-093351, for Class Reunion reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on September 26, 2015 from 4:00 P.M. to 1:00 A.M.

---

**BACKGROUND:**

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

**FISCAL**

**IMPACT:** None.

**RECOMMENDATION:**

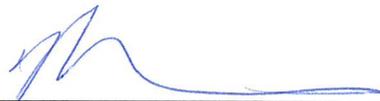
Approve the application for a Special Designated Liquor License submitted by Loop Brewing Co., Liquor License #LK-093351, for Class Reunion reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on September 26, 2015 from 4:00 P.M. to 1:00 A.M.

**APPROVALS:**



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

September 2, 2015

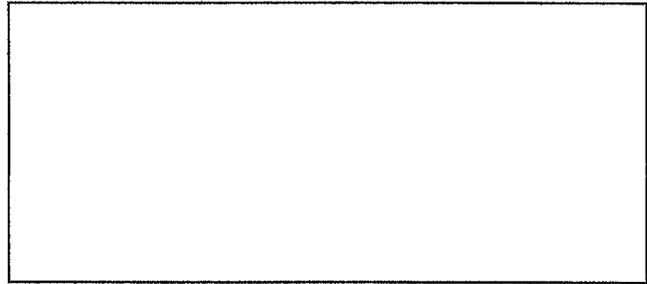


\_\_\_\_\_  
Nathan A. Schneider, City Manager

September 2, 2015

**APPLICATION FOR SPECIAL DESIGNATED LICENSE**

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/  
michelle.porter@hotmail.com



DO YOU NEED POSTERS? YES  NO

**NON PROFIT APPLICANTS**

(Check one that best applies)

Municipal    Political    Fine Arts    Fraternal    Religious    Charitable    Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-055441)

-93351

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Licensee name (last, first, ), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: Loop Brewing Company

ADDRESS: 404 West A Street

CITY McCook ZIP 69001

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME McCook City Auditorium

ADDRESS: 302 West 5th Street CITY McCook

ZIP 69001 COUNTY and COUNTY # Red Willow

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

4. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date	Date	Date	Date	Date	Date
<u>Sept/26/2015</u>					
<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>
From	From	From	From	From	From
<u>4:00 pm</u>					
To	To	To	To	To	To
<u>1:00 AM</u>					

a. Alternate date: \_\_\_\_\_

b. Alternate location: \_\_\_\_\_  
(Alternate date or location must be specified in local approval)

5. Indicate type of activity to be carried on during event:

Dance  Reception  Fund Raiser  Beer Garden  Sampling/Tasting

Other Class Reunion

6. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 150 x 50  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered IN FEET \_\_\_\_\_ x \_\_\_\_\_

\***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

Fence;  snow fence  chain link  cattle panel

Tent  other \_\_\_\_\_

7. How many attendees do you expect at event? 150

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

\_\_\_\_\_

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

10. **Where will you be purchasing your alcohol?**

Wholesaler  Retailer \_\_\_\_\_ Both \_\_\_\_\_ BYO \_\_\_\_\_  
(includes wineries)

11. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

**NOTE:** Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: \_\_\_\_\_

13. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Adam Siegfried

Signature of Event Supervisor *Adam Siegfried*

Event Supervisor phone: Before 340-2400 During Same  
Email address \_\_\_\_\_

Consent of Authorized Representative/Applicant

14. 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.

sign here *Adam Siegfried* Authorized Representative/Applicant *Owner* Title *8-20-15* Date

Adam Siegfried  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**CITY MANAGER'S REPORT  
SEPTEMBER 8, 2015 CITY COUNCIL MEETING**

---

**ITEM:            3D**

Approve the application for a Special Designated Liquor License submitted by Knights of Columbus 1126, Liquor License #I-003702, for a dance/reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on October 3, 2015 from 4:00 P.M. to 12:00 A.M.

---

**BACKGROUND:**

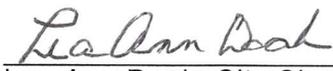
The Knights of Columbus will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications. Approval of this request is also approving consumption of alcohol in the auditorium.

**FISCAL  
IMPACT:**       None.

**RECOMMENDATION:**

Approve the application for a Special Designated Liquor License submitted by Knights of Columbus 1126, Liquor License #I-003702, for a dance/reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on October 3, 2015 from 4:00 P.M. to 12:00 A.M.

**APPROVALS:**

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

September 2, 2015

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

September 2, 2015

# APPLICATION FOR SPECIAL DESIGNATED LICENSE

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.ne.gov/](http://www.lcc.ne.gov/)



## Special Designated License (SDL) Application Quick Checklist

### Requirements:

- ✓ Application must be received in Nebraska Liquor Control Commission (NLCC) office a **MINIMUM** of ten (10) working days prior to the date of event (when counting days exclude weekends and holidays) **NO EXCEPTIONS**
- ✓ Application **MUST** include approval from the local governing body (city, village or county clerk of where the event is to be held)
- ✓ When requesting an exemption from NLCC rules, i.e. waiver of double fencing, request must be received in (NLCC) office a **MINIMUM** of 30 days prior to the date of the event
- ✓ All questions on application must be completed legibly
- ✓ Include \$40 fee, for each day/area applying for, checks made payable to Nebraska Liquor Control Commission (NLCC), if liquor caterer no fees required
- ✓ When requesting alternate date(s) or location(s), approval from local governing body must include approval for these alternate date(s) or locations(s)
- ✓ When requesting an outdoor area you must include a sketch of area to be licensed

### Non Profit Application **MUST**:

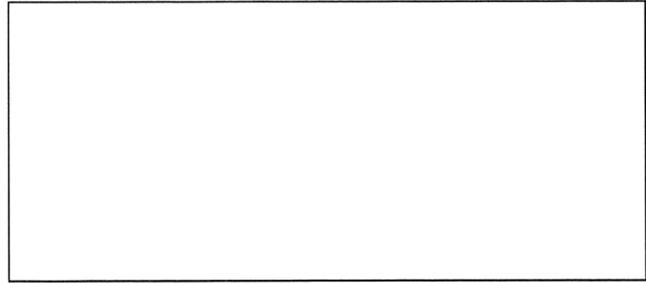
- ✓ Include page five (5) of application showing federal ID number

### Information:

- ✓ Non caterer applicants are only allowed six (6) SDLs per calendar year, this includes consecutive days used on one application (i.e. July 4 – 9 = 6 days)
- ✓ Applications may be submitted via e-mail to [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov) or faxed to (402) 471-2814
- ✓ Must use the most current form 108. Forms are available on our web site at [www.lcc.ne.gov/formsdiv.html](http://www.lcc.ne.gov/formsdiv.html), or by calling our main number (402) 471-2571
- ✓ Reference statutes: §53-124.11, rules 2-013.01 and 6-019.01W 1,2,3
- ✓ Only twelve (12) SDLs will be issued at any specific location that could otherwise hold a liquor license

**APPLICATION FOR SPECIAL DESIGNATED LICENSE**

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.ne.gov/



DO YOU NEED POSTERS? YES  NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Liquor license number and class (i.e. C-55441)  
(If you're a nonprofit organization leave blank)

003702 Class I

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: Knights of Columbus 1126

ADDRESS: 308 East 9th

CITY m'Cook NE ZIP 69001

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME City Auditorium

ADDRESS: 302 West 5th CITY m'Cook

ZIP 69001 COUNTY and COUNTY# Red Willow

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

5. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date <u>10-3-15</u>	Date	Date	Date	Date	Date
<u>Hours</u> From <u>4 PM</u>	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From
To <u>12 AM</u>	To	To	To	To	To

a. Alternate date: \_\_\_\_\_

b. Alternate location: \_\_\_\_\_  
**(Alternate date or location must be specified in local approval)**

6. Indicate type of activity to be carried on during event:

- Dance   
  Reception   
  Fund Raiser   
  Beer Garden   
  Sampling/Tasting  
 Other \_\_\_\_\_

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** \_\_\_\_\_ x \_\_\_\_\_  
 (not square feet or acres)

\*Outdoor area dimensions of area to be covered **IN FEET** \_\_\_\_\_ x \_\_\_\_\_

**\*SKETCH OF OUTDOOR AREA (or attach copy of sketch)**

If outdoor area, how will premises be enclosed?

Fence; snow fence  chain link  cattle panel  other \_\_\_\_\_

Tent

8. How many attendees do you expect at event? \_\_\_\_\_

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

\_\_\_\_\_

\_\_\_\_\_

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

11. **Retailer: Will you be purchasing your alcohol from a wholesaler?** YES  NO   
**Non-Profit: Where will you be purchasing your alcohol?**

Wholesaler  Retailer  Both  BYO   
(includes wineries)

12. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

**NOTE:** Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: \_\_\_\_\_

14. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

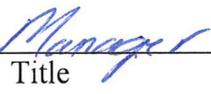
Print name of Event Supervisor Bob Burns

Signature of Event Supervisor 

Phone of Event Supervisor: Before 340-8837 During 340-8837

Consent of Authorized Representative/Applicant

15. 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.

sign here  Authorized Representative/Applicant  Title 8/28/15 Date  
Anton Spilinek Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**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.

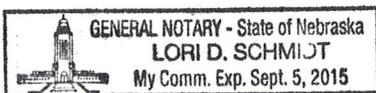
Knights of Columbus  
NAME OF CORPORATION

237543422  
FEDERAL ID NUMBER

[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 28th DAY OF August, 2015.



[Signature]  
NOTARY PUBLIC SIGNATURE & SEAL

**CITY MANAGER'S REPORT  
SEPTEMBER 8, 2015 CITY COUNCIL MEETING**

---

**ITEM:            3E**

Approve the application for a Special Designated Liquor License submitted by the McCook Area Chamber of Commerce for the Heritage Days Mixer to be held at McCook National Bank, 220 Norris Avenue, on September 23, 2015 from 5:30 P.M. to 7:00 P.M.

---

**BACKGROUND:**

The Chamber will be holding this event at McCook National Bank. 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.

**RECOMMENDATION:**

Approve the application for a Special Designated Liquor License submitted by the McCook Area Chamber of Commerce for the Heritage Days Mixer to be held at McCook National Bank, 220 Norris Avenue, on September 23, 2015 from 5:30 P.M. to 7:00 P.M.

**APPROVALS:**

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

September 2, 2015

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

September 2, 2015

**APPLICATION FOR SPECIAL DESIGNATED LICENSE**

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: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)

DO YOU NEED POSTERS? YES  NO

**NON PROFIT APPLICANTS**

(Check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-55441)

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: McCook Area Chamber of Commerce

ADDRESS: 203 West 2nd Street

CITY McCook ZIP 69001

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME McCook National Bank

ADDRESS: 220 Norris Avenue CITY McCook

ZIP 69001 COUNTY and COUNTY # Red Willow #48

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

4. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date 9-23-2015	Date	Date	Date	Date	Date
<b>Hours</b> From 5:30p	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From
To 7:00p	To	To	To	To	To

- a. Alternate date: \_\_\_\_\_
- b. Alternate location: \_\_\_\_\_  
**(Alternate date or location must be specified in local approval)**

5. Indicate type of activity to be carried on during event:

Dance \_\_\_ Reception \_\_\_ Fund Raiser \_\_\_ Beer Garden \_\_\_ Sampling/Tasting \_\_\_

Other Chamber Business After Hours

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 150 x 250  
 (not square feet or acres)

\*Outdoor area dimensions of area to be covered **IN FEET** \_\_\_\_\_ x \_\_\_\_\_

**\*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

\_\_\_ Fence; \_\_\_ snow fence \_\_\_ chain link \_\_\_ cattle panel  
 \_\_\_ other \_\_\_\_\_

\_\_\_ Tent

7. How many attendees do you expect at event? 100

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

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

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

10. **Where will you be purchasing your alcohol?**

Wholesaler \_\_\_\_\_ **Retailer** X **Both** \_\_\_\_\_ **BYO** \_\_\_\_\_  
(includes wineries)

11. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

**NOTE:** Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: \_\_\_\_\_

13. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Tacie Fawver

Signature of Event Supervisor *Tacie Fawver*

Event Supervisor phone: Before 308-345-3200 During 308-350-0450  
Email address director@mccookchamber.org

Consent of Authorized Representative/Applicant

14. 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.

sign here *Tacie Fawver* Executive Director 8-28-2015  
Authorized Representative/Applicant Title Date

Tacie Fawver  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**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 Area Chamber of Commerce

NAME OF CORPORATION

47-0233780

FEDERAL ID NUMBER

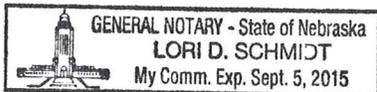
*Janie Fowler*

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 28<sup>th</sup> DAY OF

August, 2015.



*Lori D. Schmidt*  
NOTARY PUBLIC SIGNATURE & SEAL

**CITY MANAGER'S REPORT  
SEPTEMBER 8, 2015 CITY COUNCIL MEETING**

---

**ITEM: 3F**

Approve the McCook Area Chamber of Commerce Heritage Days request for the following:

The use of Norris Park and the bandshell for entertainment on September 26 - 27, 2015; for the closing of the following streets:

Norris Avenue from "G" Street to "H" Street - after the parade on Saturday until Sunday evening;

the 100 block of East "G" Street beginning at 3:00 p.m. on Friday September 25<sup>th</sup> until Sunday evening;

the 700 block of East 1<sup>st</sup>, the 100 block of East "H" Street beginning at 5:00 A.M. September 26, 2015 until Sunday evening;

the 100 block of West "G" street from 5:00 a.m. on Saturday September 26, 2015 until after the parade;

the 200 block of East "H" Street from East 1<sup>st</sup> to the alley between East 1<sup>st</sup> and East 2nd from 5:00 A.M. to 6:00 P.M. on Saturday September 26<sup>th</sup> for a car show.(IF NEEDED);

To allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 26, 2015; the use of City Streets around Norris Park from the conclusion of the parade until 6:00 P.M. on Saturday, September 26, 2015 for a car show.

---

**BACKGROUND:**

The McCook Area Chamber of Commerce requests permission to conduct their annual Heritage Days activities in McCook on September 25, 26 and 27, 2015.

The Chamber of Commerce requests to conduct a parade beginning at 10:00 A.M. on Saturday, September 26, 2015. The parade will necessitate the temporary closing of much of Norris Avenue and West "C" Street during the parade.

The Chamber of Commerce also requests the use of Norris Park and the bandshell, as well as the closing of the 700 block of East 1st Street, the 100 Block of East "H", the 100 block of East "G" Street and Norris Avenue from East "G" to East "H". The Chamber is also requesting the closing of the 100 block of West "G" street prior to the parade for the staging of parade entries. Overnight parking is also requested for the craft show vendors.

The Chamber of Commerce also requests the use of the area around Norris Park on Saturday for a car show which will begin following the parade and continue until 6:00 P.M on Saturday. In addition to the above street closing request, the Chamber would also like to reserve the right to close the 200 block of East "H" Street in case it is needed for the car show.

**FISCAL  
IMPACT:**

A certificate of Insurance Coverage has been requested.  
None.

---

**RECOMMENDATION:**

Approve the McCook Area Chamber of Commerce Heritage Days request for the following:

The use of Norris Park and the bandshell for entertainment on September 26 - 27, 2015; for the closing of the following streets:

Norris Avenue from "G" Street to "H" Street - after the parade on Saturday until Sunday evening;

the 100 block of East "G" Street beginning at 3:00 p.m. on Friday September 25<sup>th</sup> until Sunday evening;

the 700 block of East 1<sup>st</sup>, the 100 block of East "H" Streets beginning at 5:00 A.M. September 26, 2015 until Sunday evening;

the 100 block of West "G" street from 5:00 a.m. on Saturday September 26, 2015 until after the parade;

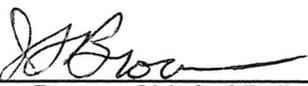
the 200 block of East "H" Street from East 1<sup>st</sup> to the alley between East 1<sup>st</sup> and East 2<sup>nd</sup> from 5:00 A.M. to 6:00 P.M. on Saturday September 26<sup>th</sup> for a car show.(IF NEEDED);

to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 26, 2015; the use of City Streets around Norris Park from the conclusion of the parade until 4:00 P.M. on Saturday, September 26, 2015 for a car show.

**APPROVALS:**

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

September 2, 2015

  
\_\_\_\_\_  
Isaac Brown, Chief of Police

September 2, 2015

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

September 2, 2015



**P.O. BOX 337 - McCOOK, NEBRASKA 69001 (308)345-3200**  
**[www.aboutmccook.com](http://www.aboutmccook.com)**

August 28, 2015

McCook City Council  
Attn: Nate Schneider  
P. O. Box 1059  
McCook, NE 69001

Dear Nate Schneider and Council:

Please reserve time on the City Council agenda for your September 8 meeting to approve a request from the McCook Area Chamber of Commerce. We will be requesting permission for the following items during the Heritage Days which is scheduled for September 23, 26-27.

1. We ask that the Council recommend approval of a request from the McCook Area Chamber of Commerce for the Heritage Days liquor license. We plan to have a mixer at McCook National Bank, 220 Norris Avenue, on Wednesday, September 23, 2015 from 5:30 to 7:00 p.m. Enclosed please find the paperwork you require.
2. The use of Norris Park for our annual Heritage Days Arts & Crafts Show as well as the Band Shell for entertainment on September 26 & 27. We will need use of the electricity at Norris Park as in past years for the food vendors and the entertainment including the sound system. We would also like to request the closing of East "G" Street from Norris Avenue to East 1<sup>st</sup> on Friday evening beginning at 3 p.m. so that our food vendors are able to set up. We further request the closing of the streets around Norris Park for September 26-27. Norris Avenue, northbound lane, would be blocked off after the parade on Saturday and the remaining streets including "H", "G" and East 1<sup>st</sup> would be blocked off at 5:00 a.m. Saturday and remain closed throughout the weekend. Prior to the parade, we also request that G Street, between Norris Avenue and West 1<sup>st</sup> Street, be closed to vehicle parking. Also, due to the ever-growing car show, we would like to add a request to close East "H" Street to the alley between East 1st and East 2nd in the event that the other streets are filled. We also request overnight parking for the vendors.



**P.O. BOX 337 - McCOOK, NEBRASKA 69001 (308)345-3200**  
**[www.aboutmccook.com](http://www.aboutmccook.com)**

3. We also request permission to hold the annual parade. The parade will begin at 10:00 a.m. with the Flag Ceremony at the Norris Avenue flag pole at 9:45. The route is the same as last year's which begins at "F" street, proceeds South on Norris Avenue to "C" street and then West to 5<sup>th</sup> street. The parade will fall out and disband when they arrive at West 5<sup>th</sup>. We will also need to line parade entries on the side streets on both sides of Norris Avenue from "F" street North to O Street.

4. Our request includes permission to hold the Heritage Days Car Show at Norris Park on Saturday, September 26, which will begin following the parade and continue until 4:00 p.m. The show will be coordinated by Mike Towery of McCook and will be located on East H Street to East 2<sup>nd</sup> Street, both of which are to be closed as per our request in Item #2 of this letter.

I plan to attend the City Council meeting to answer any questions that may arise. However, if you have any questions regarding our request prior to the meeting, please contact me at the Chamber office at 345-3200.

Sincerely,

McCOOK AREA CHAMBER OF COMMERCE

Tacie Fawver  
Executive Director

**CITY MANAGER'S REPORT  
SEPTEMBER 8, 2015 CITY COUNCIL MEETING**

---

**ITEM:        3G**

Receive and file claim for damages from Dan Burns and instruct that it be submitted to the City's insurance carrier for review and appropriate action.

---

**BACKGROUND:**

Attached to this report you will find the Notice of Claim received from Dan Burns. This matter is being placed on the agenda for the Council to receive and file and forward to the insurance carrier for disposition.

**FISCAL  
IMPACT:**   None.

**RECOMMENDATION:**

Receive and file claim for damages from Dan Burns and instruct that it be submitted to the City's insurance carrier for review and appropriate action.

**APPROVALS:**

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

September 2, 2015

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

September 2, 2015

# FRITSCHÉ BROTHERS

Dennis 362-4828 Charles 364-9264  
 Kevin 362-4485 Mark 345-6037  
 38910 Rd 721 • McCook, NE 69001  
 Welding • Trenching • Autobody

*Note,  
 This is from  
 Dan Burns regarding  
 the footings on the building  
 he had to stop work on*  


Customer's Order No.		Date <u>8-13</u> 20 <u>15</u>		
Sold To <u>Dan Burns</u>				
Address				
			Phone:	
Ship To				
Address				
SOLD BY	CASH	CHARGE	C.O.D. VIA	
			<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	
✓	QUANTITY	DESCRIPTION	PRICE	AMOUNT
	1	Removed dirt from		
	2	around old footing		
	3	Set string line up and		
	4	dug new footings		
	5	10" x 40" and clean dirt		
	6	away from footings		500.00
	7			
	8	Came back in and filled		
	9	footings and leveled		300.00
	10	up dirt		
	11			
	12	3 trips mileage		120.00
	13			
	14		TAX	
	15		TOTAL	920.00

All claims and returned goods MUST be accompanied by this bill.

0002105

Rec'd By \_\_\_\_\_

GSD-204-2  
PRINTED IN U.S.A.



Thank You

**CITY MANAGER'S REPORT  
SEPTEMBER 8, 2015 CITY COUNCIL MEETING**

---

**ITEM: 3H**

**RECOMMENDATION:**

**AWARD THE BID FOR THE INDUSTRIAL PARK ROAD PAVING TO BSB CONSTRUCTION OF CURTIS, NEBRASKA IN THE AMOUNT OF \$203,727.55, THAT BEING THE LOWEST BEST BID.**

---

**BACKGROUND**

Attached is the tabulation of the one bid received for this project. The bid is under the Engineer's Estimate of \$212,746.00 and thus within budget. The Contractor bid a completion date of December 1, 2015 and is complying with all of the phasing requirements noted on the plans, keeping access to Booe Machinery throughout the project.

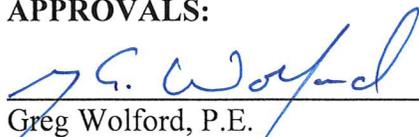
Therefore, we are recommending award to BSB Construction.

**FISCAL IMPACT:** None

**RECOMMENDATION:**

**AWARD THE BID FOR THE INDUSTRIAL PARK ROAD PAVING TO BSB CONSTRUCTION OF CURTIS, NEBRASKA IN THE AMOUNT OF \$203,727.55, THAT BEING THE LOWEST BEST BID.**

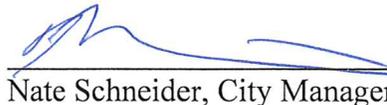
**APPROVALS:**

  
\_\_\_\_\_  
Greg Wolford, P.E.

Date: 1 Sep 15

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

Date: 9/2/15

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

Date: 9-2-15

**PROPOSAL**

AUG. 25, 2015

Mayor and Council Members  
McCook, NE

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 "Industrial Park Road Paving", McCook, Nebraska dated July 2015 and including Addenda or Instructions issued during the estimate period, all as prepared by W DESIGN ASSOCIATES, hereby offers to furnish all plant, labor, equipment, materials and operations required for the complete and prompt execution of all work described in, or shown in, or reasonably implied by the above mentioned documents for such sums as detailed hereinafter:

ITEM DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
			\$	\$
1. Mobilization		1 Lump Sum	8110.00	8,110.00
2. Signs and Barricades		1 Lump Sum	1846.00	1,846.00
3. 8" Concrete Street	3,401	Sq. Yds.	46.50	158,146.50
4. 2" Sand Base	3,401	Sq. Yds.	2.00	6,802.00
5. Subgrade Prep	3,401	Sq. Yds.	2.65	9,012.65
6. Strippings (Established Quantity)	851	Cu. Yds.	2.20	1,872.20
7. Excavation (Established Quantity)	1,077	Cu. Yds.	6.50	7,000.50
8. Embankment (Established Quantity)	442	Cu. Yds.	11.40	5,038.80
9. Seeding	.83	Acres	2130.00	1,767.90
10. Silt Fence	252	L. F.	4.50	1,134.00
11. 12" CPP Culvert	42	L.F.	36.00	1,512.00
12. Remove & Replace Rip Rap	60	Sq. Yds.	19.00	1,140.00
13. Saw Asphalt Pavement	138	L.F.	2.50	345.00
TOTAL BASE BID			(\$203,727.55)	

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 complete as soon as possible. The Contractor agrees to complete the work no later than the DEC. 1, 2015. The Contractor further agrees that if work is not complete on this date the Contractor will pay to the Owner liquidated damages in the amount of \$100.00 per calendar day until the day the work is complete and approved.

Attached are the following items:

1. Listing of the sub-contractors contracted with on the project for the Owner (Grant Administrator) to check their status on the Excluded Parties List System (EPLS) prior to award.
2. Governmental Requirements

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

By Ted Cashley  
Printed Ted Cashley

Address 209 E 2<sup>ND</sup>

CURTIS, NE 69025

Seal (If Corporation)

CITY MANAGER'S REPORT  
SEPTEMBER 8, 2015 CITY COUNCIL MEETING

ITEM: **3H**

**RECOMMENDATION:**

APPROVE BID DOCUMENTS AND AUTHORIZE THE CLERK TO ADVERTISE FOR BIDS TO REPLACE APPROXIMATELY 380 FEET OF 6" WATER MAIN ON CENTENNIAL DRIVE AND SET THE DATE TO RECEIVE BIDS AS SEPTEMBER 29, 2015 2:00 PM.

**BACKGROUND:**

A water main leak was discovered approximately 100 feet east of 5<sup>th</sup> Street and was excavated along the island between the driving lanes on Centennial Drive. Once exposed it was discovered that this existing ductile iron water main was heavily corroded. Upon further excavation of the line and potholing in varying locations additional corrosion was observed along the line due to what appears to be corrosive soils and could potentially be a long term maintenance issue it was decided to replace this line which is the primary feed to over 30 homes in the area. PVC piping will be installed to eliminate the corrosive concerns to the existing metal pipe and reduce the potential for long term maintenance.

The proposed new 6" PVC water main will be installed utilizing horizontal directional drilling (HDD) which will reduce the cost for concrete replacement and reduce the impact of construction in the area to surrounding residents. This line replacement does not require NDHHS approval however upon performing an estimate of the work it exceeded the amount to select a contractor and remedy the problem. Thus, a bid document was developed which included the technical specification and aerial schematic drawing for the bidders to use during the bidding process as presented with the CM report. This allows the City Staff to distribute the document and get comparable bids on the work from available contractors.

Although a section of the pipe was replaced, the line continues to leak as it is a risk to remove the corroded exterior in fear the pipe will crumble and cause a loss of water to the subdivision.

**FISCAL IMPACT:**

Funded through the Capital Projects City budget 2015-16

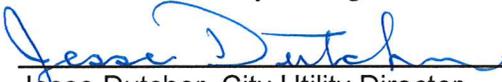
**RECOMMENDATION:** APPROVE BID DOCUMENTS AND AUTHORIZE THE CLERK TO ADVERTISE FOR BIDS TO REPLACE APPROXIMATELY 380 FEET OF 6" WATER MAIN ON CENTENNIAL DRIVE AND SET THE DATE TO RECEIVE BIDS AS SEPTEMBER 29, 2015 2:00 PM.

**APPROVALS:**

Prepared by Engineer

\_\_\_\_\_  
David K. Blau, Project Engineer

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

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

Date: 9-3-2015

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

Date: 9-3-15

**CITY OF MCCOOK, NEBRASKA**

**BID SPECIFICATIONS**

**CENTENNIAL DRIVE  
WATER MAIN REPLACEMENT**

**SEPTEMBER 8, 2015**

## NOTICE TO BIDDERS

### Centennial Drive Water Main Replacement

The City of McCook is accepting sealed bids for Centennial Drive Water Main Replacement. Bids will be accepted at the office of the City Clerk, McCook, Nebraska, 505 West "C" Street, until 2:00 P.M. on September 29, 2015 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center. Specifications and instructions to bidders are on file in the office of the City Clerk.

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

-s-      Lea Ann Doak  
            City Clerk  
            P.O. Box 1059  
            McCook, NE 69001-1059  
            (308) 345-2022 ext. 226

Publish: September 11, 18, and 25, 2015.

## INSTRUCTIONS TO BIDDERS

### 1. Defined Terms.

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

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

### 2. Qualifications of Bidders.

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

### 3. Examination of Site.

- 3.1. It is the responsibility of each Bidder before submitting a Bid:
- 3.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- 3.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
- 3.4. To study and carefully correlate Bidder's knowledge and observations with the Bid Documents and such other related data; and
- 3.5. To promptly notify the City of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Bid Documents and such other related documents.

#### **4. Interpretations and Addenda.**

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

#### **5. Sales Tax.**

Construction projects for water utilities are not tax exempt.

#### **6. Bid Form.**

- 6.1. The Bid Form is included with the Bidding Documents.
- 6.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 6.3. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 6.4. The address and telephone number of communications regarding the Bid must be shown.

#### **7. Submission of Bids.**

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "*BID ON CENTENNIAL DRIVE WATER MAIN REPLACEMENT*", and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

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

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

#### **9. Opening of Bids.**

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

## **10. Award of Contract.**

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

## **11. CONSTRUCTION SCHEDULE**

When planning the construction schedule within the agreed Contract time, the Contractor shall work with the City so that there will be no conflict with Special Events. It shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved.

## **12. CITY'S INSPECTION AND ACCEPTANCE OF THE WORK**

The City's representative(s) will be provided free access to the work during all phases of the project. It will be the responsibility of the Contractor to keep the City's representative(s) informed of the progress being made at all times.

Upon substantial completion of the work, the Contractor and the City will conduct a thorough inspection of the work.

Any items requiring additional attention will be brought to the Contractor's attention and remedial action will be taken on those items as needed.

The City will signify acceptance of the project by signing a completion form. Acceptance of the project signifies that to the best knowledge of both the Contractor and the City, the project has been satisfactorily completed as specified.

### 13. INSURANCE

The Contractor shall provide proof of insurance of the following types and in amounts not less than the following:

- 13.1 Worker's Compensation:
  - 1. State: Statutory
  - 2. Applicable Federal: Statutory
  - 3. Employer's Liability \$300,000
  
- 13.2 Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
  - (a) Bodily Injury:
    - \$300,000 Each Occurrence
    - \$500,000/\$1,000,000 Annual Aggregate
  - (b) Property Damage:
    - \$300,000 Each Occurrence
    - \$300,000 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.
  
- 13.3 Contractual Liability:
  - (a) Bodily Injury:
    - \$500,000/\$1,000,000 Each Occurrence
  - (b) Property Damage:
    - \$300,000 Each Occurrence
    - \$300,000 Annual Aggregate
  
- 13.4 Personal Injury, with Employment Exclusion deleted:
  - \$300,000 Annual Aggregate
  
- 13.5 Comprehensive Automobile Liability:
  - (a) Bodily Injury:
    - \$300,000 Each Person
    - \$500,000/\$1,000,000 Each Occurrence
  - (b) Property Damage:
    - \$300,000 Each Occurrence
  
- 13.6 Umbrella Liability Coverage:
  - (a) 1,000,000

This umbrella coverage shall be over and above the stated coverages and amounts.
  
- 13.7 Additional insurance required.
  - (a) Completed Operations and Products Liability. Maintained for one (1) year, commencing with issuance of Final Certificate for Payment.

13.8 Furnish one copy of certificates herein required for each copy of the Agreement, specifically setting forth evidence of all coverage required.

**14. GUARANTEE**

The Contractor will guarantee all materials and workmanship for a period of one year from the date of final acceptance.

**15. PAYMENT**

No advance payment will be made. Payment will be made in full within thirty (30) days of final acceptance of the work.

**BID FORM**

**PROJECT IDENTIFICATION:** CENTENNIAL DRIVE WATER MAIN REPLACEMENT

**THIS BID IS SUBMITTED TO:** City of McCook  
PO Box 1059  
505 West "C" Street  
McCook, NE 69001-1059

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the CITY to perform and furnish all Work as specified for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions as set forth.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Number	Date
_____	_____, 20____
_____	_____, 20____

- (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site.
- (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over the CITY.

3. BIDDER will complete the Work for the following price:

**CENTENNIAL DRIVE**  
**WATER MAIN REPLACEMENT**                      \$ \_\_\_\_\_

4. Communications concerning this Bid shall be addressed to:

Jesse Dutcher, Utilities Director  
City of McCook  
505 West "C" Street  
PO Box 1059  
McCook NE 69001-1059  
Phone 308/345-2022 ext. 223

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_ by the BIDDER indicated below.

This Bid Submitted by:

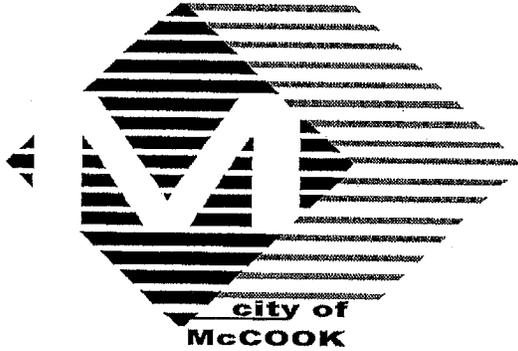
\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

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

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

Mailed to:



DRAWINGS AND  
TECHNICAL  
SPECIFICATIONS  
FOR

# CENTENNIAL DRIVE WATER MAIN REPLACEMENT

McCOOK, NEBRASKA

2015

Project No. 200-C1-019-15

**MA**  
**Miller & Associates**

Set # \_\_\_\_\_

DRAWINGS, AND TECHNICAL SPECIFICATIONS FOR

# CENTENNIAL DRIVE WATER MAIN REPLACEMENT

McCOOK, NEBRASKA

2015

Project No. 200-C1-019-15

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

  
David K. Blau, P.E.



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# SPECIFICATIONS

## **WATER MAIN, VALVES, HYDRANTS AND APPURTENANCES**

**3.00 SCOPE** - This specification is intended to define and/or limit the required quality standards of the materials furnished and the workmanship performed in connection with the herein specified items of piping, fittings, valves and hydrants with all the required accessories and/or appurtenances, including in part; all labor, tools, materials and equipment for the complete work of this project which are in accordance with this specification and the applicable drawings.

**3.10 GENERAL** - The Contractor shall remove paving, as may be required, excavate the trenches and pits to the required dimensions; excavate the bell holes; construct and maintain all bridges for traffic control; sheet, brace and support the adjoining ground or structures where necessary; handle all drainage or groundwater; provide barricades guards and warning lights; lay and test the pipe, castings, fittings, valves, hydrants and accessories; backfill and consolidate the trenches and pits; restore the roadway surface unless otherwise stipulated; supply required or remove surplus excavated material; and clean the site of the work. The latest revisions of the standards referred to herein existing at the time of the bid opening shall prevail.

Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work. The Drawings show sizes and general arrangements of all pipes and appurtenances. Responsibility for handling and/or cutting exact lengths of the various sizes of pipe for proper make-up rests with the Contractor.

The work shall comply with the current requirements of the American Water Works Association (AWWA) at the time of the Bid opening. Water distribution system installation must comply with State of Nebraska Department of Health and Human Services Standards. All chemicals utilized for water main construction shall be NSF 60 approved, and all materials shall be NSF 61 approved.

### **3.20 MATERIALS**

#### **3.21 WATER MAIN MATERIAL**

**3.21a POLYVINYL CHLORIDE (PVC) PLASTIC PIPE** - The pipe shall meet the requirements of AWWA Standard Specification C-900, with a dimension ratio of 18. The pipe shall be joined by means of a rubber gasket-integral bell joint. Gaskets will conform to the requirements of ASTM F-477. Joints for plastic pressure pipes shall conform to ASTM D-3139 using flexible elastomeric seals. All pipe shall have a gasket bell section at least as strong as the pipe wall. The outside pipe diameters shall be cast iron pipe equivalent. Pipe lengths shall be nominal 20 ft. (6.10 m) with no more than 15% of footage supplied by the manufacturer in random lengths of not less than 10 feet (3.05 m) long. If pipe is to be stored for periods longer than 90 days, the pipe must be covered in a manner approved by the Engineer.

**3.22 WATER MAIN LOCATING WIRE** - The Contractor shall install 12 gauge coated Tracer Wire attached to the PVC water main during installation. Tracer wire shall be installed through all bores. No separate payment will be made for the installation of the wire but shall be considered incidental to the water main installation. The tracer wire shall be copper wire or copper clad steel wire with a minimum of 30 mil polyethylene coated jacket, which shall be laid on top of and along entire length of all new pipes and shall be extended to the surface at all valve locations and fire hydrants. Tracer wire shall be Copperhead CCS high strength or pro-trace HD-CCS PE45. For termination, tracer wire shall extend into a junction box which is designed for tracer wire termination with surface connectors with blue top color. Fasten the wire to the top of the pipe so as not to be displaced by backfilling procedure (one method of accomplishing this is to affix the wire to the top of the pipe with duct tape at approximately 10 feet intervals). Connections to new wire spools or splices shall be made with a direct bury lug or silicon filled twist connectors. Tracer

wires shall be tested to verify if water main can be located. All wires failing to provide location shall be repaired or replaced at the Contractor's expense. This item is incidental to water main installation unit bid price

**3.24 FITTINGS** - Fittings shall be mechanical joint Class 150 minimum conforming to AWWA Standard Specifications C-104, C-111 and C-110. Fittings shall be formed from gray iron or ductile iron. Caps, plugs and miscellaneous fittings shall be provided conforming to AWWA Standard Specification C-110. Bolts and nuts shall be carbon and alloy steel conforming to ASTM A194.

Provide polyethylene encasement on all water main fittings and valves in full compliance with AWWA C-105.

**3.25 FIRE HYDRANTS** - Hydrants furnished shall conform to the requirements of the AWWA Standard Specification C-502. Hydrants shall open to the left (counter-clockwise) unless otherwise specified. Hydrants shall be designed to operate under 150 psi (10.5 kg/sq. cm) working pressure and tested at 300 psi (21.0 kg/sq. cm). All fire hydrants shall be red.

All water passages shall be of such form and size as to permit the full flow of water without undue loss by friction. Hydrants must have a positive drain, which will allow the water to escape readily from the standpipe when the hydrant valve is closed, but said drain opening must be closed as soon as the hydrant valve is partially opened. The valve stem and valve shall be removed without the necessity of exposure of the hydrant by excavation. Hydrants shall be suitable for the depth of the trench. Bury Depth of fire hydrants shall be 5 1/2 feet unless otherwise specified. All hydrants connected to 6" water mains or larger shall have a 5 1/4 inch (13.3 cm) valve opening, two 2 1/2 inch (6.3 cm) hose nozzles and one 4 1/2 inch (11.4 cm) steamer nozzle with the National Standard hose coupling thread, 6 inch (15.2 cm) mechanical joint inlet, and shall be Mueller Cat. No. A423, American Darling B-84-B or approved equal.

**3.26 VALVES** - Valves shall be furnished as follows:

- (1) Valves 12 in. diameter and smaller to be gate valves
- (2) Shop drawing indicating valve pressure, flange rating valve body material valve trim, operator, internal lining material, dimensions, class, flow coefficients, etc.

Valves shall be installed according to manufacturer's directions. Valves shall be supported in such a way to minimize bending of the end connections. Operating wrench shall be able to free operating valve.

**3.26a GATE VALVES** - Valves shall be Mueller, American Darling, or Clow resilient seat valves and shall comply with the requirements of the AWWA Standard Specification C-509, and the standard number of turns per AWWA.

Valves shall have ends to fit the pipe for which they are to be used. An adjustable valve box of sufficient length for the depth of trench shall be furnished complete. All gate valves shall have a clear waterway of the full diameter of the valve and shall be opened by turning to the left. The operating nut shall have cast thereon an arrow indicating the direction of the opening. The minimum design working pressure for the valve shall be 200 psig for 3- through 12-inch sizes. Prior to shipment from the factory, each valve shall be tested by hydraulic pressure equal to twice the working pressure. Unless otherwise specified, valves shall be resilient seat non-rising stem. Valves shall have "O" Ring packing and a 2 inch (5.1 cm) operating nut. Valve disc and entire inside of valve body shall be coated with two part thermosetting epoxy coating, complying to AWWA C550.

**3.26b VALVE BOXES** - Valve boxes shall be constructed of cast iron or metal with a 3/16 inch (0.05 cm) minimum thickness at any point. The cover shall have cast thereon the word "water". Two piece, Buffalo Type valve boxes shall be equivalent to Mueller screw type H-10360. Screw valve boxes shall be Type size 666-S or approved equal provided with extensions to grade.

All valve boxes shall be furnished with 4" thick mud plugs and flexible polypropylene handle tested at 350 lb. force with hard hat plug manufactured by Infact or approved equal.

**3.27 TAPPING TEES, CROSSES AND VALVES** - Tapping tees and/or crosses equal to Smith-Blair 622, Mueller H-615 or Clow F-5205, F-5217 shall be furnished and installed as required by the Drawings. Valves shall be equal to Clow F-6114. Valve boxes shall be as previously specified.

**3.28 COUPLINGS** - Compression Sleeve Coupling. Furnish and install flexible compression-sleeve type coupling. Incorporate units conforming to following criteria.

- (1) Use compression sleeve couplings equal to Ford Style FC 1-ESH, Dresser Style 38
- (2) Provide sleeves constructed of carbon steel having a minimum yield of 30,000 psi. Ensure ends are smooth inside tapered for uniform gasket seating.
- (3) Provide followers made of malleable iron ASTM A47 Grade 35018 or 32510 or Ductile Iron ASTM A536.
- (4) Provide gaskets of special compounded natural or GRS rubber with no reclaimed materials and with good resistance ratings for service intended.
- (5) Install stainless steel nuts and bolts.
- (6) Finish cast parts with epoxy coating finish coating.

Install coupling to allow space of not less than 1/4 inch but not more than 1 inch.

### **3.29 WATER SERVICES**

**3.29a TAPPING SADDLES** - Tapping saddles shall be brass saddles with threads compatible with corporation stops. Saddles for PVC shall be Mueller BR2S with controlled OD band. All saddles shall have a maximum working pressure rating of 200 psi and shall be used on all pipe.

**3.30 CONSTRUCTION METHODS** - The installation of the water main shall conform to the piping manufacturer's recommendations and according to the latest revisions of the AWWA C605 for PVC. Pipeline shall be constructed in a trench which allows 5 foot minimum cover, between the top of the pipe and finished grade. At ditch crossings there shall be 5 foot (1.53 m) of cover at the flow line of the ditch. The size of pipe to be installed shall be indicated on the Drawings.

Pipe, fittings, valves and accessories shall be handled in such a manner to ensure installation of materials in a sound and undamaged condition, and will conform in all respects to specified requirements. Particular care shall be taken not to damage the pipe coating and lining of C.I. and D.I. pipe.

Equipment, tools and methods used in unloading, reloading, hauling and laying pipe and fittings shall be such that no damage is done thereto or to lining therein. Hooks used for insertion in ends of pipe shall have broad, well padded contact surfaces and shall be of such design and length that they will provide uniform support for a distance back from the end of the pipe of not less than one-third of the internal pipe diameter.

Cement lining in pipe or fittings which is broken or loosened in unloading or subsequent handling shall be sufficient cause for rejection of the pipe or fittings containing such damaged and loosened lining. Although defective linings may be repaired by and at the expense of the Contractor who may employ the pipe manufacturer to make such repairs, all repairs shall be made under the direct supervision of a representative of the pipe manufacturer.

All pipe or coating which is damaged shall be removed from the site at the Contractor's expense.

**3.31 EXCAVATION, TRENCHING, BEDDING AND BACKFILLING** - Excavation, trenching, bedding and backfilling shall conform to Section 6 of this specification.

**3.32 WATER MAIN INSTALLATION**

**3.32a LOWERING OF WATER MAIN MATERIAL INTO TRENCH** - Proper implements, tools and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient performance of the work. All pipe, fittings, valves and hydrants shall be carefully lowered into the trench piece- by-piece by means of a derrick, ropes or other suitable tools or equipment, in such a manner as to prevent damage to water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench.

If damage occurs to any pipe, fittings, valves, hydrants or water main accessories in handling, the damage shall be immediately brought to the attention of the Engineer. The Engineer shall prescribe corrective repairs or rejection of damaged items.

**3.32b INSPECTION BEFORE INSTALLATION** - All pipe and fittings shall be carefully examined for cracks and other defects while suspended above the trench immediately before installation into final position. Spigot ends shall be examined as this area is most vulnerable to damage from handling. Defective pipe or fittings shall be laid aside for inspection by the Engineer, who will prescribe corrective repairs or rejection.

**3.32c CLEANING OF PIPE AND FITTINGS** - All lumps, blisters and excess coating shall be removed from the bell and spigot end of each pipe, and the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean, dry, and free from oil and grease before the pipe is laid. Dirt and any other foreign material must be removed from barrel of pipe before laying.

**3.32d PLACEMENT OF PIPE** - Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line. The Engineer shall require a heavy, tightly woven canvas bag of suitable size to be placed over each end of the pipe section if placement is hampered by the entrance of soil into the pipe barrel. Canvas bags shall be removed at the time of connection to adjacent pipe. During laying operations, no debris, tools, clothing or other materials shall be placed in the pipe.

Pipe lines or runs intended to be straight shall be so laid. Deflections from a straight line or grade, made necessary by vertical curves or horizontal curves or offsets, shall not exceed the amount of deflection recommended by the pipe manufacturer. If an obstruction is encountered, the water main shall be lowered with fitting, if the grade change is in excess of 2 vertical feet. Such work shall be paid for at the unit price of fitting. A grade change of less than 2 vertical feet shall be corrected by installing pipes at uniform grades with high and low areas located at fire hydrant locations.

If the specified or required alignment requires deflections in excess of those stipulated above, the Contractor shall provide either special bends as approved by the Engineer, or pipes in shorter lengths; in such length and number, that the angular deflections at any joint, as represented by the specified maximum deflections, are not exceeded.

As each length of pipe is placed in the trench, the spigot end shall be centered in the bell and the pipe forced into place with a slow steady pressure without jerky or jolting movements and brought to correct line and grade. The pipe shall be secured into place with approved backfill material tamped under it except at the bells. Precautions shall be taken to prevent dirt from entering the joint space. No wooden blocking shall be left at any point under the pipeline.

At times when pipe laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means approved by the Engineer.

**3.32e CUTTING OF PIPE** - The cutting of pipe for fittings and closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or cement lining to leave a smooth end at right angles to the horizontal axis of the pipe. The cutting method used shall be approved by the Engineer prior to any cuts.

**3.32f BELL ENDS TO FACE DIRECTION OF LAYING** - Pipe shall be laid with the bell ends facing in the direction of laying, unless directed otherwise by the Engineer. Where pipe is laid on a grade of 10% or greater, the laying shall start at the bottom and shall proceed upward with the bell ends of the pipe upgrade.

**3.32g UNSUITABLE CONDITIONS FOR LAYING PIPE** - No pipe shall be laid when, in the opinion of the Engineer, trench conditions are unsuitable. Under no circumstances shall the pipe be laid in water. The Contractor shall furnish all necessary equipment, labor and materials for pumping or otherwise removing any water that may enter or accumulate in the trenches or other excavations and keep them free from water until work is constructed and set for sufficient time so water will not damage work in any way.

**3.32h BRIDGING OF PIPE** - Concrete bridging may be required by the Engineer under certain conditions. The Engineer shall determine the size and location of concrete bridging to avoid settlement of pipe being installed or settlement of existing underground utility pipes. This condition shall also apply to other underground utilities being installed over existing water mains. In certain instances, the Engineer may require the complete encasement of water mains by concrete. The size and location of these encasements shall be determined by the Engineer.

**3.32i INSULATION BETWEEN DIFFERENT METALLIC PIPE MATERIALS** - Wherever it is necessary to join cast iron pipe with pipe or fittings of dissimilar metal, a method of insulating against the passage of electric current shall be provided and shall be approved by the Engineer.

**3.34 GENERAL REQUIREMENTS OF PIPE JOINTING** - The requirements already set forth shall apply in addition to installation of joints in accordance with the pipe manufacturer recommendations approved by the Engineer.

**3.34a MECHANICAL JOINTS** - The general requirements already set forth shall apply except that, where the terms "bell" and "spigot" are used, they shall be considered to refer to the bell and spigot ends of the lengths of mechanical joint pipe. The last eight inches (20.3 cm) outside of the spigot and inside of the bell of mechanical joint pipe shall be thoroughly cleaned to remove oil, grit, excess coating and other foreign matter from the joint. The cast iron gland shall then be slipped on the spigot end of the pipe with the lip extension of the gland toward the socket, or bell end. The rubber gasket shall be placed on the spigot end with the thick edge toward the gland. Broken glands shall be replaced by the Contractor at his expense.

The entire section of the pipe shall be pushed forward to seat the spigot end in the bell. The gasket shall then be pressed into place within the bell; care shall be taken to locate the gasket evenly around the entire joint. The cast iron gland shall be moved along the pipe into position for bolting, all of the bolts inserted and the nuts screwed up tightly with the fingers. All nuts shall be tightened with a suitable wrench. Nuts spaced 180 degrees apart shall be tightened alternately in order to produce an equal pressure on all parts of the gland.

**3.34b PUSH-ON JOINTS** - The general requirements already set forth shall apply except that, where the terms "bell" and "spigot" are there used, they shall be considered to refer to the bell and spigot of the lengths of push-on joint pipe.

There is only one nominal dimension of the spigot outside diameter and the bell inside diameter for each size of push-on joint pipe. Similar dimensions of the caulked-joint bell-and-spigot pipe may vary with the class of pipe for each size in existing lines. Therefore, care should be taken that the outside diameter of the existing line is the same as the outside diameter of the push-on joint pipe being installed, otherwise a special adapter to join the two lines may be necessary.

The inside of the bell and the outside of the spigot end shall be thoroughly cleaned to remove oil, grit, excess coating and other foreign matter. The circular rubber gasket shall be flexed inward and inserted in the gasket recess of the bell. Since different types of pipe take different types of rubber gaskets, it shall be the responsibility of the Contractor to see that the proper type gaskets are installed.

Sufficient lubricant shall be furnished with each order to provide a thin coat on each spigot end. The lubricant shall be non-toxic, shall impart no taste or odor to the conveyed liquid, and shall have no deleterious effect on the rubber pipe or gasket. The lubricant shall be of such consistency that it can be easily applied to the pipe in hot or cold weather and shall adhere to either wet or dry pipe.

The spigot end of the pipe shall be entered into the bell with care used to keep the joint from contacting the ground. The joint shall then be completed by forcing the plain end to the bottom of the bell with a forked tool or jack-type tool or other device approved by the Engineer. Pipe that is not furnished with a depth mark shall be marked before assembly to assure that the spigot end is inserted to the full depth of the joint. Field-cut pipe lengths shall be filed or ground to resemble the spigot end of such pipe as manufactured. Complete assembly instructions are available from the pipe manufacturer. If pipe is pushed home with backhoe bucket, a wooden shield must be placed between the backhoe bucket and the end of the pipe.

**3.34c FLANGED JOINTS** - Care shall be taken in bolting flanged joints that there is no restraint on the opposite end of the pipe or fittings which would prevent uniform gasket compression or which would cause unnecessary stress in the flange or connection thereof with the pipe or fitting, which shall be free to move in any direction while tightening the flange bolts. No bell and spigot joints shall be permanently placed until all flanged joints affected thereby have been tightened without strain caused by joint restraint in the piping assembly. Bolts shall be tightened gradually and at a uniform rate, in such a manner that uniform gasket compression is obtained over the entire area of the joint. Use hot-dipped zinc galvanized Grade B steel bolts, ASTM A307.

Special care shall be taken, when attaching suction and discharge piping to pumping equipment, that no stresses are transmitted to and imposed on the pump suction and discharge flanges from and by such connected piping through the flange bolts. All such piping shall be so installed and permanently supported that accurate matching of bolt piping and uniform contact over the entire areas of abutting pump and connecting piping flanges is obtained prior to the installation of any bolts in such flanges. In addition, the pump connection piping shall be free to move in a direction parallel to its longitudinal center-line which and while the bolts in the pump connection flanges are tightened.

The pumps shall in each case be leveled, lined, and ledged in place in a position which will fit the connecting piping, but shall not be grouted prior to the initial fitting and alignment in the pipe in order that the pumps may be shifted on their foundation if necessary to properly install the connecting piping. The pumps shall, however, be grouted prior to final bolting of the connecting piping in accordance with the provisions of the preceding paragraph.

To provide maximum flexibility and easement of alignment correction by taking advantage of the slack between flange bolts and bolt holes for slight angular rotation of connecting flanges, the pump connecting piping should be assembled, with gaskets in place, with only a portion of the flange bolts (not less than 4 per joint) installed, and with bell and spigot joints temporarily placed but not permanently. After final

alignment and bolting, the pump connections should be tested for applied piping stresses by loosening the flange bolts which, if the piping is properly installed, should result in no movement of the piping relative to the pump or opening of the pump connection joints.

**3.34d RESTRAINED JOINTS** - Where specified or indicated upon Drawings, install restrained joints of following types:

- (1) Pipe 24 inches and smaller. For ductile iron pipe use retainer glands equal to Clow Mechanical Retainer Glands, Megalug Series 1100, or U.S. Pipe TR Flex. For polyvinyl chloride pipe use Ford Series 1500-CA, U.S. Pipe Field Lok, Megalug Series 2000 PVC.

Design joints for working pressure of 250 psi. Ensure that samples of restrained push-on joints have successfully been tested to 500 psi by manufacturer without leakage or joint separation in accordance with AWWA C101.

**3.35 CONNECTIONS WITH EXISTING PIPE LINES** - It shall be the Contractor's responsibility to verify the existence and location of all water mains along the route of this work. The omission from or the inclusion of locations on the Drawings is not to be considered as the non-existence of or a definite location of existing utilities. The Contractor shall take the necessary precautions to protect the existing water mains from damage due to this operation, and any damage to or abuse of the water mains encountered shall be repaired by the Contractor at his expense.

Relocation of water main in conflict with construction operations will be the responsibility of the Contractor. The Contractor shall coordinate all such conflicts with the Owner and the Engineer to ensure restoration of line as soon as possible. The Contractor shall furnish, install and remove all necessary valves, fittings, caps, etc. to keep the new and existing water main in service. The Contractor shall notify the Owner 24 hours prior to disturbance of any service. Water mains not in direct conflict with the sewer pipe cross-section shall be protected by the Contractor until his construction operations are a sufficient distance from such conflict to ensure no damage thereto. Water mains not in direct conflict with construction damaged by the Contractor shall be repaired and restored at the Contractors expense.

Where connections are made between new work and existing piping, such connections shall be made in a thorough and workmanlike manner, using suitable and proper fittings to suit the conditions encountered. Each connection with an existing water pipe shall be made at a time and under conditions which will least interfere with water service to customers affected thereby and as authorized by the Owner. Suitable facilities shall be provided for proper dewatering, drainage, and disposal of all water removed from the dewatered lines and excavations, without damage to adjacent property.

**3.35a CONNECTION** - A connection to an existing water main that is not under pressure will be made with fitting and compression sleeve couplings. The Contractor shall be responsible for controlling and disposing of the water in the trench, removal of plugs, fittings, thrust blocks, anchors, cutting of existing mains, installation coupling and/or sleeves, etc.

**3.35b PRESSURE CONNECTION** - A pressure connection shall include all necessary tapping tees, gate valves, and fittings needed to connect to the existing water mains. Pressure connections are to an existing water main that is under pressure. The Contractor shall be responsible for controlling and disposing of the water in the trench. A thrust block will be required.

**3.36 RELATION OF WATER MAINS TO SEWERS** - Sewers shall be separated from water mains according to the Nebraska Health and Human Services accepted "Recommended Standards for Water Works", by the Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Manager, Current Edition.

**3.36a PARALLEL INSTALLATION** - Water mains shall be laid at least 10 feet (3.05 m) horizontally from any existing or proposed sewer. The distance shall be measured edge to edge.

**3.36b CROSSINGS** - Water mains crossing sewers shall be laid to provide a minimum vertical distance of 18 inches (45.7 cm) between the outside of the water main and the outside of the sewer. This shall be the case where the water main is either above or below the sewer. At crossings, one full length of water pipe shall be located so both joints will be as far from the sewer as possible.

**3.37 SETTING OF VALVES AND FITTINGS** - Valves and fittings installed in trenches shall be located where indicated by the Drawings and as directed by the Engineer. Valves, fittings, plugs and caps shall be set and joined to pipe in the manner specified above for cleaning, laying and joining pipe. Fittings will be blocked using only cast-in-place concrete blocks. No wood or precast concrete blocking shall be allowed. All valves installed on P.V.C. pipe shall be installed in accordance with the Standard Blocking Detail.

The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve, with the box cover flush with the surface of the finished pavement or such other level as may be directed.

**3.38 SETTING OF FIRE HYDRANTS** - Fire hydrants shall be installed in accordance with the Standard Fire Hydrant Setting Detail. Hydrants are to be set at such an elevation that the connecting pipe and the distributing mains will have the same depth of cover. All hydrants shall stand plumb and shall have their steamer nozzle facing the curb or street. Around the base of the hydrant 10 cubic feet (0.3 cu. m.) of crushed rock or gravel shall be placed so that the hydrant will completely drain when closed. Backfill around the hydrant shall be firmly tamped to the surface of the ground and to a distance of 5 feet (1.52 m) in front of the hydrant. Before placing any hydrant, care shall be taken to see that all foreign material is removed from within the body or barrel. The stuffing boxes shall be tightened and the hydrant or valve opened and closed to see that all parts are in first-class working condition. Hydrants shall be painted two coats of approved paint, to the ground line and black below ground line.

**3.39 INSTALLATION OF BRACING, SUPPORTING AND ANCHORING** - Blocking, bracing, anchoring, or other acceptable means for the prevention of movement, shall be installed. All blocking, bracing, supporting and anchoring shall be in accordance with the Standard Blocking Detail and the Fire Hydrant Detail with the use of concrete of not less than 3,000 psi (211 kg/sq. cm) compressive strength at twenty-eight days.

**3.39a ANCHORAGE FOR FIRE HYDRANTS** - The bowl of each hydrant shall be well braced against the undisturbed natural earth at the end of the trench with placed concrete anchor behind and a precast block beneath the bowl. The fire hydrant valve shall be tied to the fire hydrant tee with anchor pipe or with two (2) 3/4 inch (1.91 cm) or larger all-thread rods as shown on the Fire Hydrant Detail and Tie and Rod Assembly Detail. If a valve is not included, the Contractor shall tie the fire hydrant as directed by the Engineer.

Whenever a fire hydrant is the means of terminating a water main (such as in a cul-de-sac); then tie rods and concrete reverse anchors will be required for both the fire hydrant valve (which in this case is also a line valve on the main) and the fire hydrant lateral of branch feeder pipe connected directly to the fire hydrant. Additional concrete anchors shall be as directed by the Engineer.

**3.39b ANCHORAGE FOR PLUGS, CAPS, TEES, TAPS AND BENDS** - Plugs, caps, tees and bends shall be provided with a reaction backing in accordance with the Standard Blocking Detail. Reverse concrete anchor and tie backs are acceptable. Blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on the pipe and on the ground, in each instance, shall be shown

or directed by the Engineer. No wood or precast blocks shall be used as a permanent blocking. Temporary blocking may be used as directed by the Engineer.

Blocking will be required regardless of whether a tapping tee or tapping saddle is used. Such blocking will in all cases be sized and placed in a manner that will adequately transfer thrust reaction to solid undisturbed ground or the equivalent thereof.

**3.39c FORMING FOR CONCRETE THRUST BLOCKS AND ANCHORS** - All forming for concrete thrust blocks and anchors will be done by bulkheading around the shape of thrust block or anchor with burlap or reinforced paper sacks which have been filled with sand or earth, or other Engineer approved forming method. Filled sacks used to form concrete blocks will be left in place in the trench and backfill will be placed around and over them in the usual manner. Any bolt head or fittings must be left accessible when pouring concrete about them. The fitting must be wrapped with suitable polyethylene before concrete thrust block is placed.

Minimum curing time for concrete anchors regardless of additives shall be thirty-six (36) hours for anchors containing 2 cubic yards (1.53 cu. m) or less, forty-eight hours for anchors containing more than 2 cubic yards (1.53 cu. m) but less than 6 cubic yards (4.59 cu. m) and seventy-two (72) hours for anchors containing more than 6 cubic yards (4.59 cu. m) but less than 12 cubic yards (9.17 cu. m). Anchors containing more than 12 cubic yards (9.17 cu. m) will be cured as directed by the Engineer. Curing time for anchors having flanged rods or other accessories embedded in them for the purpose of tying pipe and/or fittings directly to the anchor will require approximately 25% additional curing time.

**3.42 SANITARY SEWER SERVICES** - The Contractor shall restore and/or relocate all existing sanitary sewer services encountered during his pipe laying operations which are in direct conflict with his operations. Materials for and construction of said services shall be in accordance with General Specifications and be accomplished in a workmanlike manner. The size and material of service to be restored shall be compatible with the service so encountered, and no reduction in size shall be allowed unless so directed by the Engineer. Where marginal clearances are encountered to restore the service to the existing lateral or main, encasement or cradling shall be performed as directed by the Engineer. The Contractor shall furnish all material to complete this item and all materials shall be new. Sanitary sewer services above or below the line of the pipe cross-section shall remain in service and shall be protected by the Contractor, and shall not be considered as a pay item. Damage to any such services not in conflict with construction shall be restored by the Contractor at his expense.

### **3.50 QUALITY CONTROL TESTING**

**3.51 DISINFECTION** - After favorable performance of pressure test, thoroughly flush the entire potable water piping system with a velocity of not less than 2.5 feet per second. Drain flushed water to location approved by the Owner. Each unit of completed system shall be disinfected with chlorine before acceptance for domestic operation. All disinfection performed shall be accomplished under the supervision of the Engineer. No separate payment will be made for this item, and all cost in connection therewith shall be included in the contract unit price for the items or structures to which the work pertains.

**3.51a METHOD** - Disinfection shall be accomplished as described below by the AWWA Standard Specification C-651. The amount of chlorine applied shall be such as to provide a dosage of not less than fifty (50) mg/L. The chlorinating material shall be introduced to the waterlines and distribution system in an approved manner. The chlorine concentration shall be a minimum of 10 mg/L after a 24-hour period. If possible to do so, the lines shall be thoroughly flushed before introduction of the chlorinating materials. After a contact period of not less than 24 hours, the heavily chlorinated water shall be flushed from the system with clean water until the residual chlorine content is not greater than two-tenths (0.2) mg/L. All valves in the lines being disinfected shall be opened and closed several times during the contact period. All chlorinated compounds shall conform to AWWA Standard Specifications B-300, B-301 and B-302.

**3.51b TESTING** - After final flushing and before water main is placed into service, two sets of consecutive water samples, free of chlorine, taken at least 24 hours apart, shall be submitted to the State Department of Health Laboratory for the detection of coliform and non-coliform bacteria. The results shall be submitted to the Engineer. If the laboratory analysis shows the water is unsafe to use, (presence of any coliform bacteria) disinfection and analysis shall be repeated until a zero coliform and non-coliform count is obtained.

The Contractor shall collect and test for chlorine concentration prior to flushing and upon termination of flushing. The number of samples required shall be as indicated in AWWA C651 which is as follows:

**"Standard Condition** After final flushing and before the new water main is connected to the distribution system, two consecutive sets of acceptable samples, taken at least 24 hours apart, shall be collected from the new main. At least one set of samples shall be collected from every 1200 ft (366 m) of the new water main, plus one set from the end of the line and at least one set from each branch. All samples shall be tested for bacteriological quality in accordance with *Standard Methods for the examination of Water and Wastewater*, and shall show the absence of coliform organisms. A standard heterotrophic plate count may be required at the option of the owner (or owner's representative).

**Special Conditions** If trench water has entered the new main during construction or, if in the opinion of the owner (or owner's representative), quantities of dirt or debris have entered the new main, bacteriological samples shall be taken at intervals of approximately 200 ft (61 m) and shall be identified by location. Samples shall be taken of water that has stood in the new main for at least 16 h after final flushing has been completed."

· Samples shall be collected at withdrawal taps, such as corporation stop, air release, fire hydrant, etc. If testing location is not shown on Drawing and exceeds 1,200 L.F., the Contractor shall, at their expense, install a corporation stop for testing purposes. The corporation stop shall be abandoned after testing and shall be considered subsidiary to the unit price bid for the pipe.

The test sites shall be approved of by the Engineer prior to testing.

**3.52 PRESSURE AND LEAKAGE TESTS** - The pipeline shall be subjected to pressure and leakage tests as specified herein and completed in accordance with latest edition of AWWA Standards.

The test sites shall be approved of by the Engineer prior to testing.

The required pressure and leakage tests shall be made after all pipe laying and backfilling work has been completed. All concrete reaction blocks and bracing or restraining facilities shall be in place at least 7 days before the initial filling of the line, except where tension joints are used at bends.

No direct payment will be made for pressure and leakage tests. All costs in connection with such tests shall be included in the unit prices named in the BID form for pipeline construction.

The pressure and leakage tests shall be applied to the entire line and end plugs. The Contractor shall be solely responsible for any and all damage to the pipeline, and to public and private property, which results from defective material or workmanship.

The section of the line to be tested shall slowly be filled with water and all air expelled from the pipe. Care shall be taken that all air valves are installed and open in the section being filled, and that the rate of filling does not exceed the venting capacity of the air valves.

Due to the rapid elevation changes and valve intervals, special care shall be taken while performing pressure and leakage testing.

**3.52a TEST EQUIPMENT AND FACILITIES** - The Contractor shall perform the necessary work to fill the pipeline with test water, as specified. The Contractor shall furnish all pumping equipment, water meter, pressure gauge, and all equipment, materials, and facilities required for the tests.

Test pressures shall be applied by means of a force pump of such design and capacity that the required pressure can be applied and maintained without interruption for the duration of each test.

The water meter and pressure gauge shall be accurately calibrated and shall be subject to the approval of the Engineer.

**3.52b PRESSURE TEST** - The low point in the pipeline for each test section shall be subjected to a test pressure of 150 psi (10.56 kg/ sq. cm). The pressure differential between the 150 psi low point and the high point being tested shall not exceed 20 psi and no section shall be less than 130 psi. The low point pressure shall be increased to maintain 130 psi if required. Test pressure shall not exceed the rated pressure of the valves, pipe or appurtenances when the pressure boundary of the test section includes closed, resilient-seated gate valves or butterfly valves.

After the section of the line to be tested has been filled with water, the specified test pressure shall be applied and maintained for a period of not less than 2 hours and for whatever longer period as may be necessary for the Engineer to complete the inspection of the line under test or for the Contractor to locate any and all defective joints and pipeline materials. If repairs are needed, such repair shall be made, the line refilled, and the test pressure applied as before; this operation shall be repeated until the line and all parts thereof withstand the test pressure in a satisfactory manner.

**3.52c LEAKAGE TESTS** - After the specified pressure test has been completed, the line being tested shall be subjected to a leakage test under a hydrostatic pressure of 150 psi (10.56 kg/sq. cm) for a minimum of 2 hours. The pressure shall be maintained constant (within a maximum variation, plus or minus, of 5 psi) during the entire time that line leakage measurements are being made, so that the allowable leakage rate may be determined accurately from the leakage rate formula.

Leakage shall not be started until a constant test pressure has been established. Compression of air trapped in un-vented pipes or fittings will give false leakage readings under changing pressure conditions. After the test pressure has been established and stabilized, the line leakage shall be measured by means of a water meter installed on the line side of the force pump.

Line leakage is defined as the total amount of water introduced into the line as measured by the meter during the leakage test. The pipeline, or tested section thereof, will not be accepted if and while it has a leakage rate in excess of that rate determined by the following formula for the specified type of pipe:

Ductile Iron & PVC Pipe

$$L = \frac{SD (P)^{1/2}}{148,000}$$

L = Testing Allowance (makeup water), in gallons per hour

S = Length of pipe tested, in feet

D = Nominal diameter of the pipe, in inches

P = Average test pressure during the hydrostatic test, in pounds per square inch (gauge)

Where the leakage test shows a leakage rate in excess of the permissible maximum, the Contractor shall make all necessary surveys in connection with the location and repair of leaking joints to the extent required to reduce the total leakage to an acceptable amount.

All joints in piping and closed valves shall be watertight and free from visible leaks during the prescribed tests. Each and every leak which may be discovered at any time prior to the expiration of one year from and after the date of final acceptance of the work by the Owner shall be located and repaired by and at the expense of the Contractor, regardless of any amount that the total line leakage rate during the specified leakage test may be below the specified maximum rate.

**3.60 MEASUREMENT AND PAYMENT** - All measurements for unit cost items will be based on completed work performed in strict accordance with the Drawings and specifications. Payment will be made for bid items only. BID item amounts shall subsidize for subsidiary items such as excavation, trenching, backfilling, anchorage structures, pipe jointing and all other materials, equipment and labor necessary to complete the work. All excessive fill or required fill shall be disposed of or supplied by the Contractor.

**3.61 WATER MAINS** - The length of water mains to be paid for will be measured along the centerline of the various sizes of pipe furnished and installed, from center of fitting to center of fitting. No deduction will be made for the space occupied by valves or fittings. Payment for water mains will be made at the unit price bid per linear foot of the various sizes, complete in place.

When specified, Polyethylene Encasement shall be included in the unit BID price for water main.

**3.62 PIPELINE SPECIALS** - Where specific units of construction are included in the BID form for gate valves and boxes, fittings, fire hydrants, valve manholes and other pipeline specials, payment will be made at the unit price bid, based on the number of such pipeline specials, complete in place.

**3.63 FIRE HYDRANTS** - Payment for hydrants shall be at the bid unit price and shall include the tie rod assembly between the gate valve and fitting on the main, backing blocks and crushed rock. If gate valves and boxes are installed at the hydrant locations, they shall be paid for separately as set forth in the BID. The pipe run from the main to the hydrant will be measured and paid for under the respective bid item for water main in place.

**3.64 CONNECTIONS** - Direct payment for connections include all labor and materials, including coupling to hook-up the existing water mains to the new water main. Fittings and pipe shall be paid for as set forth in the Bid Schedule. Items not specifically indicated in the BID will be considered subsidiary to the items for which direct payment is made.

**3.65 PRESSURE CONNECTIONS** - Direct payment for pressure connections shall be paid for at the bid unit price for tapping tee and valve. Items included shall include but not be limited to the tapping tee, valve, valve box, thrust block and all other materials, equipment and labor. Items not specifically indicated in the BID will be considered subsidiary to the items for which direct payment is being made.

**3.66 WATER AND SEWER CROSSINGS** - Payment for water and sewer crossings will be made at the contract unit price as set forth in the BID and will include all material and labor required for installation, complete in place.

**3.68 SERVICE RECONNECTIONS FOR WATER AND SEWER** - No direct payment for existing service reconnections or relocations will be made. All incidental work shall be considered subsidiary to the total BID.

**3.80 SUBMITTALS**

**3.81 CERTIFICATION BY MANUFACTURER** - The Contractor shall furnish a statement from the manufacturer that the inspection and all the specified tests have been made and the results thereof comply with the requirements of the applicable standards herein specified for all materials furnished.

**3.82 QUALITY CONTROL TESTING** - The Contractor shall submit but not be limited to the following:

- A. Chlorine Concentration Testing
- B. Bacteriological Quality Testing
- C. Pressure and Leak Testing

**3.83 SHOP DRAWINGS** - The Contractor shall submit sufficient data and information to allow an evaluation of "or equal materials". If required, samples with detailed technical data shall be furnished. Shop drawings for, but not limited to, water main, fire hydrants, valves and boxes, tracer wire & terminal boxes, saddles, corporation stops, service lines, curb stops, curb boxes, fittings, tapping tees, couplings, shall be submitted.

**END OF SECTION 3**

## **EXCAVATION, TRENCHING, BEDDING AND BACKFILLING**

**6.00 SCOPE** - The work covered by this specification consists of furnishing all labor, tools, materials, equipment and performing all operations in connection with excavation, trenching, bedding and backfilling for all underground utilities including in part; sanitary sewers, sewer stubouts, storm sewers, culverts, water mains, water services, gas mains, gas services and all other underground structures unless otherwise provided for on the drawings or in the detailed specifications.

**6.10 GENERAL** - The Contractor shall be responsible for the protection of the pipe during construction and preserving the existing street surfaces. Unless otherwise specified herewithin or specified as a Bid item, no separate payment will be made for excavation, trenching, bedding, backfilling and incidental work as they are considered subsidiary to the items of the Bid.

Where construction of utilities requires cutting and replacing sidewalk, rigid pavement, or asphalt concrete pavement, the cutting shall be accomplished by the use of a concrete saw. The minimum depth of vertical saw cut shall be one inch or 1/6 of the thickness of the pavement, whichever is greater. The remaining depth of the pavement section may be removed as the Contractor elects, subject to the approval of the Engineer. Any damage done outside removal areas by the Contractor shall be repaired at the expense of the Contractor. The location of cuts and the extent of removal will be as directed by the Engineer, or as indicated on the drawings. Waste will be disposed of at a site approved by the Engineer. Direct payment will not be made for sawing, but it shall be considered subsidiary to the items in the BID for which payment is made. Extra widths of pavement removal without authorization of the Engineer, shall not be a pay item.

The Contractor shall be responsible for removing, replacing, relocating or maintaining all road signs, street signs, traffic signs and mailboxes and providing prior notice to the Owner.

No trees shall be removed without written instructions from the Engineer unless tree removal is indicated on the Drawings. No separate payment will be made for tree removal and the cost shall be included in the BID.

Comply to local requirements and specific requirements of State of Nebraska. Special attention is directed to Title 29 Labor, Part 1518 - "Safety and Health Regulations for Constructions" and detailed requirements of Subpart P "Excavations, Trenching and Shoring."

**6.20 PROTECTION OF EXISTING UTILITIES AND PROPERTIES** - Verify existence, location and elevation of all underground and overhead utilities along the route of the work. Omissions from or inclusion of locations on the drawings is not to be considered as the nonexistence of or a definite location of existing utilities.

Take the necessary precautions to protect existing utilities from damage due to his operations. Any damage to utilities will be repaired at the Contractor's expense. The Contractor shall not interrupt service for utilities unnecessarily. If utilities need to be interrupted, 24-hour notification to the Owner of the utility shall be given. Excavated material shall be kept trimmed in such a manner to be of as little inconvenience as possible to the public and the adjoining property owners. Any damage shall be immediately corrected by the Contractor. At street crossings, sidewalks, and other points where necessary, trenches shall be bridged in a secure manner so as to prevent serious interruption of travel, and to provide access to fire hydrants, public land and private premises.

**6.21 ABANDONMENT OF UTILITIES** - Where indicated on the drawings, all utilities to be abandoned such as water and sewer shall be sealed and plugged with concrete plugs unless special detailed drawings are prepared.

**6.22 REFERENCE PROTECTION** - Protect and maintain bench marks, monuments or other established points and reference points. If disturbed or destroyed, replace items to full satisfaction of Owner and Controlling Agency.

**6.30 TRENCH EXCAVATION** - Trench excavation shall be open cut to the depth shown on the drawings. Topsoil shall be stockpiled. The amount of open or unfilled or uncompacted trench shall not exceed 300 lineal feet (91.5m) , unless otherwise instructed by the Engineer, and failure to comply with this requirement shall be cause for shutdown of the entire project until such backfilling is performed.

Do not open greater length of trench than can be effectively utilized under existing conditions and with the forces at hand. Once trench is opened, proceed immediately and with dispatch to place specified materials in trench, or to otherwise utilize trench for intended purpose. Schedule work and order materials so that trenches are not left open for a longer period than is reasonably necessary. Any trench or portion of trench, which is opened and remains idle for longer than one calendar day, as determined by the Owner, may be directed to be immediately refilled, without completion of work, at no additional cost to the Owner. Said trench may not be reopened until Owner is satisfied that work associated with trench will be prosecuted with dispatch.

**6.30a EXCAVATION, APPURTENANCES** - Excavate for appurtenant structures to provide at least 12 in. (minimum) clear distance between outer surface and embankment and in full observation to Safety Rules.

**6.31 TRENCH WIDTH** - Trenches shall be excavated only to a width sufficient to provide a free working space on each side of the pipe at the bottom for backfilling and compacting around the pipe. Widths shall comply with State requirements for trenching, provide adequate working space and pipe clearances for proper pipe installation, jointing, and embedment. However, cut trench walls vertically from bottom of trench to 1 foot above top of pipe. In no case shall trench width at top of pipe or conduit exceed outside diameter of utility service by the following dimensions:

<i>Pipe Diameter Size</i>	<i>Excess Dimension</i>
33 inches and less	18 inches
more than 33 inches	24 inches

Cutting trench banks on slopes to reduce earth load to prevent sliding and caving will be permitted only in areas where the increased trench width will not interfere with surface features, encroach on right-of-way limits or require additional removal and replacements. Slopes shall not extend lower than one foot above the top of the pipe.

Where, for any reason, the width of the lower portion of the trench as excavated at any point exceeds the maximum permitted in the foregoing tables, either pipe of adequate strength, special pipe embedment, or arch concrete encasement, as required by loading conditions and as determined by the Engineer, shall be furnished and installed by and at the expense of the Contractor.

**6.33 SHEETING, SHORING, AND BRACING** - Trenches shall be sheeted, shored, and braced as necessary to comply with all applicable laws, codes, ordinances, rules and regulations. Compliance with this requirement shall rest solely with the Contractor. Such sheeting, shoring and bracing shall not be removed until backfilling has progressed to such a stage that no damage to utilities or structures will result from its removal.

Brace trenches running near walls or columns, to prevent any settlement or other disturbance of walls or columns. Make trench excavation that runs parallel to footing bottom with maximum slope of one to one.

**6.34 TUNNELING** - Permission for tunnel work may be granted by the Engineer for crossing under crosswalks, driveways, or existing utility lines, but such tunnels shall not exceed twenty (20) feet (6.0m) in length.

**6.35 COMMON EXCAVATION** - Excavation shall comprise of and include the satisfactory removal and disposal of all materials not classified as unclassified excavation, and shall include clay, silt, sand, gravel, hard pan, loose shale, and other loose stone in masses and boulders measuring less than one-half cubic yard in volume.

**6.36 UNCLASSIFIED EXCAVATION** - Excavation shall comprise of and include the satisfactory removal and disposition of all boulders measuring one-half cubic yard or more in volume, rock material in ledges, bedded deposits, and unstratified masses which cannot be removed without systematic drilling or blasting, concrete or masonry structures, unless otherwise specified, and conglomerate deposits which cannot be removed without systematic drilling or blasting. Dispose of material at site approved by Owner. Separate payment will be made for this item according to the unit price per lineal foot of trench as in the BID or as negotiated or agreed upon.

**6.40 BEDDING** - The type of bedding shall be as specified or Class C (see Standard Bedding Detail) unless specifically modified in the Detailed Specifications or as noted on the drawings.

**6.41 GENERAL PREPARATION OF SUBGRADE** - When the excavation is in firm earth, care shall be taken to avoid excavations below the established grade. If this should occur, the area so excavated shall be backfilled in two-inch lifts and thoroughly compacted with approved mechanical tampers to the required densities.

In case of unclassified excavation or unstable trench conditions, the excavation shall be carried to a minimum depth of 6 inches (15.3 cm) below grade and backfilled to grade with approved fill, free from rocks, roots, sod or vegetable matter, and shall be firmly tamped in place in two-inch lifts to the required densities. Formed bell holes in trench such that only barrel of pipe is supported by bedding material.

**6.42 CLASSES OF BEDDING** - The Contractor shall use special care in placing this portion of the backfill so as to avoid injuring or moving the pipe. Embedment material must be placed and compacted uniformly on each side of the pipe to prevent lateral displacement. The Engineer will determine in the field, following excavation, which sections of pipe shall receive granular bedding. The earth shall be thoroughly compacted in and around the pipe and joints with hand tamping bars and approved mechanical tampers.

**6.42a CONCRETE CRADLE BEDDING, CLASS A** - The Contractor shall provide for the bedding of a ditch conduit in which the lower part of the conduit is bedded in a cradle constructed of 2000 psi (140.7 kg/sq cm) concrete or better, having a minimum thickness under the pipe of one-fourth its outside diameter. The cradle shall be poured as a unit without horizontal construction joints. The remainder of the conduit is entirely surrounded to a height of 12 inches (30.5 cm) above its top by densely compacted backfill placed in lifts not exceeding 4 inches (10.2 cm) in thickness.

**6.42b FIRST CLASS BEDDING, CLASS B** - The Contractor shall provide for the bedding of a ditch conduit in which the pipe is carefully bedded on fine granular materials in an earth foundation that is carefully shaped to fit the lower part of the pipe for a width of at least 60% of its breadth, and in which the remainder of the conduit is entirely surrounded to a height of 12 inches (30.5 cm) above its top by densely compacted backfill that is carefully placed to fill completely all spaces under and adjacent to the pipe in lifts not exceeding 4 inches (10.2 cm) in thickness.

**6.42c ORDINARY BEDDING, CLASS C** - The Contractor shall provide for the bedding of a ditch conduit in which the pipe is bedded with "ordinary" care in an earth foundation shaped to fit the lower part

of the pipe. The lower 50% of outside breadth shall be to 95% of Standard density, ASTM D-698 or 75% Relative density, D-2049 and in which the remainder of the pipe is surrounded to a height of at least 12 inches (30.5 cm) above its top by compacted backfill at above specified density. Carefully place and fill all spaces under and adjacent to the pipe in lifts not exceeding 8 inches (20 cm) loose measurement in thickness.

**6.42d SPECIAL BEDDING, CLASS D** - This is a method of bedding a ditch conduit in which little or no care is exercised to shape the foundation to fit the lower part of the pipe. The trench bottom should be true and even so that the barrel of the pipe will have soil support for its full length. No bell holes are required.

**6.50 BACKFILLING** - All backfill, unless otherwise specified shall be compacted to a minimum of 95% of Standard density ASTM D-698 at optimum moisture, plus or minus 3% or a minimum of 75% Relative density, ASTM D-2049. Backfilling shall be carefully performed to restore the original surface to the satisfaction of the Engineer. No backfilling will be allowed until all tests have been performed and until the system installed conforms to the specific requirements. The Engineer, at his option, may authorize backfilling before all tests have been completed. All backfill shall be done in accordance with approved mechanical methods. All backfill around new and existing sanitary manholes, storm manholes, curb inlets, fire hydrants and valve boxes shall be performed in maximum 8" lifts by an Engineer approved hand operated mechanical device.

**6.50a COMPACTED BACKFILL UNDER PAVEMENTS** - Trench backfill shall be compacted for the full depth of trench under street, parking, road, driveway, and sidewalk pavements. The remainder of the backfill material above the top of the conduit bedding shall be deposited in approximately 8 inch (20 cm) layers, loose measurement and compacted to the required densities. The Contractor is responsible for restoring any pavement or surfacing disturbed by his work in accordance with these contract documents.

Observe specific pipe or conduit manufacturer's recommendations regarding methods of backfilling and compaction.

**6.50b COMMON TRENCH BACKFILL** - Perform remaining backfill in accordance with drawings and for particular locations described.

Place backfill in lift thicknesses capable of being compacted to densities specified. Maximum lift thickness shall be 2 feet (0.6m) but shall be a minimum of 3 feet (0.9 m) above top of pipe.

Observe specific pipe or conduit manufacturer's recommendations regarding methods of backfilling minimum cover above pipe and compaction methods.

Exercise extreme care in backfilling operations to avoid displacing joints and appurtenances or causing any horizontal or vertical misalignment, separation, or distortion. Repair damages, distortions or misalignments to full satisfaction of Engineer.

**6.50c SPECIAL BACKFILL METHODS** - Water flushing for consolidation of backfill is not permitted.

**6.51 BACKFILL MATERIAL** - All backfill material shall be free from frozen earth, large clods or stones, cinders, ashes, refuse, vegetable or organic material or other foreign material that is, in the opinion of the Engineer, unsuitable.

**6.51a BACKFILL MOISTURE CONTROL** - Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

**6.51b BACKFILL EXCAVATED MATERIAL** - When the type of backfill material is not specified, backfill with the excavated material, provided that such material consists of loam, clay, sand, gravel or other materials that in the opinion of the Engineer, are suitable for backfilling. All differing soil types shall be separated during excavation. Additional tests, specified in Section 6.50, shall be provided by the Contractor for mixed soil.

**6.51c BACKFILL GRAVEL** - All gravel used for backfill shall consist of natural bank gravel having durable particles graded from fine to coarse in a reasonable uniform combination with no boulders or stones larger than 2 inches (5 cm) in size. It shall not contain a total of more than 10% by weight of loam or clay. No more than 15% shall pass a No. 200 sieve.

## **6.52 CONDUIT TRENCH BACKFILL**

**6.52a SANITARY SEWER TRENCH BACKFILL** - Backfilling of sanitary sewers shall be in accordance with Sections 6.40 and 6.50 of this Specification.

**6.52b WATER AND GAS LINE TRENCH BACKFILL** - Backfilling for water and gas lines shall be in accordance with the latest revisions of the AWWA Standards, or Sections 6.40 and 6.50 of this Specification when applicable.

**6.52c STORM SEWER TRENCH BACKFILL** - Backfilling for storm sewer pipe shall be in accordance with Section 6.40 and 6.50 of this Specification.

**6.53 STRUCTURE BACKFILL** - No backfill shall be made until the concrete in any structure has set sufficiently to prevent damage to the structure. At such time backfill shall be in accordance with Section 6.50 and 6.50a of the Specification.

**6.54 EXCESS EXCAVATED MATERIALS DISPOSAL** - Except as otherwise permitted, all excess excavated materials shall be disposed at a site approved of by the Owner.

Broken concrete and other debris resulting from pavement or sidewalk removal, excavated rock, junk, and debris encountered in excavation work and other similar waste materials, shall be disposed of away from the site of the work. The disposal of waste, debris and excess excavated materials, including hauling, handling, grading, and surfacing shall be a subsidiary obligation of the Contractor and no separate payment will be made thereof.

**6.55 BORROW** - Borrow required to bring trench to original grade shall be supplied by the Contractor. The borrow shall be approved by the Engineer.

**6.56 FINAL GRADING AND TOPSOILING** - After other outside work has been finished, and backfilling and embankments completed and compacted, all areas on the site of the work which are to be graded shall be established to grade at indicated elevations, slopes, and contours. If elevations are not indicated, existing elevations shall be matched. After areas to be topsoiled have been approved for final grading, the surface shall be loosened and made ariable by cross-discing or other approved methods, to a full depth of at least 2 inches (5 cm) to permit blending of topsoil to the subgrade. Rake all stones and debris 2 inches (5 cm) or more in any dimension and remove from site after discing. Spread topsoil at

least to a depth of 6 inches (15 cm) to the top surface being at final grade. When finished, surface shall be free of stones and debris 1 inch (2.5 cm) or more in any direction.

Use of graders or other power equipment will be permitted for final grading and dressing of slopes, provided the result is uniform and equivalent to hand work. All surfaces shall be graded to secure effective drainage. If additional soil is required to be supplemented or disposed, it shall be a subsidiary obligation of the Contractor.

**6.57 FIELD TESTING** – In place density tests shall be performed by the Engineer or as directed by the Engineer. Engineer will perform sampling and testing during concrete placement for compliance with:

*Number of Tests:* Trench backfill shall be tested at a minimum of 100 feet intervals horizontally and 3.0 feet intervals vertically. Subgrade will be tested prior to placing concrete for every 180 square yards of subgrade prepared or every independent pour if less than 180 square yards of subgrade is prepared. This is minimum number of passing tests required. Separate required proctor curves shall be obtained by the Contractor at no additional cost to the Owner or Engineer.

Concrete shall be sampled and tested for each 100 cubic yards placed, or every independent pour if pour is less than 100 cubic yards.

Costs associated with "failing" tests shall be paid by the Contractor.

**6.58 LABORATORY TESTING** - Perform laboratory tests to insure that embedment and backfill materials comply with specified requirements shall be made by an independent testing laboratory at the expense of the Contractor. The following tests will be required:

a. One Standard Density test (ASTM D-698) for cohesive soils for each type of embedment or backfill material proposed.

b. One Relative Density test (ASTM D-2049) for cohesionless soils for each type of embedment or backfill material proposed.

**6.59 SETTLEMENT** - The Contractor shall be responsible for all settlement of backfill, fills, and embankments which may occur within one year after final completion of the contract under which the work was performed.

The Contractor shall make, or cause to be made, all repairs or replacements made necessary by settlement within 10 days after notice from the Engineer or Owner.

**6.60 CLEAN-UP** - Upon completion of the installation of the utility, all debris and surplus resulting from the work shall be removed. The Contractor shall restore all damaged gravel surfaced drives, storm drains, fences, signs, mailboxes, etc., to a condition equal to or better than original.

**6.61 CONSTRUCTION RIGHT-OF-WAY** - The Contractor shall contain his work to public street and highway right-of-ways, and easements or shall be liable to damage claims for any damages resulting from his operation.

**6.70 MEASUREMENT AND PAYMENT** - Unless otherwise specified, no separate payment will be made for Excavation, Trenching, Bedding, Backfilling and related work as they are included in the Bid for pipe installation. Removing and replacing or maintaining street signs, traffic signs and mail boxes shall not be paid directly but shall be considered subsidiary to any or all items.

**6.71 PAVEMENT, DRIVEWAYS AND SIDEWALKS** - Pavement, driveways and sidewalks shall be measured for removal and replacement according to the widths and lengths shown on the drawings or as

designated by the Engineer. Payment for removal and replacement of pavement shall be at the contract unit price per square yard of the material removed and replaced and shall be at the specified thickness indicated on the drawings. Payment for removal and replacement of driveways and sidewalks shall be at the contract unit price per square foot of the material removed and shall be at the thickness indicated on the drawings. No payment will be made for pavement, driveways and sidewalks removed beyond the width indicated on the drawings or designated by the Engineer. Widths removed in excess of the removal areas detailed by the Engineer, shall be at the Contractor's expense. All concrete sawing shall not be paid for directly, but shall be considered subsidiary to the contract replacements in the Bid.

**END OF SECTION 6**



## CONCRETE CURBS, CURBS AND GUTTERS, VALLEY GUTTERS, SIDEWALKS AND DRIVEWAYS

**11.00 SCOPE** - Work covered by this specification consists of furnishing all labor, tools, materials, equipment and performing all operations in connection with the construction of concrete pavement, concrete curbs and combined curbs and gutters complete in place in accordance with this section of the specifications and the applicable drawings.

**11.10 GENERAL** – Concrete pavement, curbs and combined curbs and gutters shall consist of air entrained portland cement concrete constructed on prepared subgrade in accordance with these specifications. This work shall conform with the lines and grades, thickness, and typical cross-sections shown on the applicable drawing or established by the Engineer.

Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices. He shall take necessary precautions to protect the work and to safeguard the public. Streets closed to traffic shall be protected by effective barricades and obstructions shall be illuminated during hours of darkness. Warning signs shall be provided to control and direct traffic properly.

The latest revisions of the standards referred to herein existing at the time of the bid opening shall prevail.

**11.20 CONCRETE** - Concrete shall be State of Nebraska Department of Roads Class 47B. Concrete shall meet requirements of ASTM C-94, Standard Specifications for Ready-Mixed Concrete; or CSA A23-1, Concrete Materials and Methods of Concrete Construction. Cement factor shall not be less than specified on the Table of Proportions, and water-cement ratio shall not exceed 0.45 for 47B or AX. Substitution of fly ash for cement will not be permitted.

**TABLE OF PROPORTIONS**

Class Concrete	Pounds Cement Per C.Y. (Fixed)	Type Concrete	Lbs. Total Agg. Per 100 Lbs. Cement		Type Coarse Aggregate	Compressive Strength Lbs/Sq.In.		Ratio of Coarse Agg. To Total Agg. Percent
			(Min)	(Max)		7-Day	28-Day	
			47B	564 (6 sx)		Air- Entrained	510	

**11.21 PORTLAND CEMENT** - Portland cement shall be TYPE I or TYPE II.

Cement which has a temperature of over 180 degrees F shall not be used.

**11.22 AIR-ENTRAINING AGENT** - Air-entraining admixture shall conform to the requirements of ASTM C-260. Concrete shall contain 6% to 8% entrained air by volume.

**11.23 AGGREGATE** - Fine aggregate and Sand-Gravel Aggregate shall have maximum size of one (1) inch (2.5 cm) and shall be a mixture of sand and gravel composed of clean, hard, durable and uncoated particles.

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

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

Specification for Concrete Aggregates	ASTM C33
Abrasion	AASHTO T96
Freeze/Thaw Soundness	AASHTO T103

Fine aggregate and sand gravel aggregate shall not have a soundness loss greater than 10% by weight at the end of 5 cycles using sodium sulfate solution. Coarse aggregate shall not have a soundness loss greater than 8% by weight at the completion of 16 cycles of alternate freezing and thawing. Limestone aggregate shall not have a percentage of wear greater than 40% based on the Los Angeles Abrasion Test.

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

Gradation limits for fine and coarse aggregate are specified in Section 11.23a and 11.23b of this specification. Sand-Gravel aggregate is specified in the Section 11.23c.

**11.23a GRADATION LIMITS** - Gradation limits for fine aggregate are:

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

**11.23b GRADATION LIMITS** - Gradation limits for coarse aggregate are:

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

**11.23c GRADATION LIMITS** - Gradation limits for Sand-Gravel Aggregate are:

<b>RANGE</b>	<b>SIEVE</b>	<b>TARGET</b>
NONE	retained on 1 inch Sieve	0%
12-56%	retained on #4 Sieve	34%
50-76%	retained on #10 Sieve	63%
80-96%	retained on #30 Sieve	88%
97-100%	retained on #200 Sieve	98.5%

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

**11.25 SLUMP** - The concrete shall have uniform consistency and slump. The slump shall be between 1 and 3 inches for hand vibrated concrete. Slump shall be between 1/2 and 2 inches for concrete placed by a slipform/extrusion machine. Between 2 and 4 inches for hand-tamped or spaded concrete.

**11.25a WORKABILITY** - Concrete shall be of such consistency and composition that it can be worked readily into the forms and around the reinforcement without excessive spading and without permitting the materials to segregate or free water to collect on the surface. Slump shall be in accordance with 11.25.

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

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

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

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

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

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

**11.27a FLY ASH** - No substitution of fly ash for cement is permitted.

**11.28 REINFORCING STEEL** - Reinforcing steel if specified shall conform as follows:

**11.28a DEFORMED REINFORCING BARS** - Reinforcing steel shall conform to the requirement of ASTM A-615, Grade 40 and shall be used for tie bars that are to be bent and restraightened during construction.

**11.28b DOWEL BARS** - Shall be plain round bars conforming to ASTM A-615 and shall be free from deformations restricting slippage in the concrete. Before delivery to the work site, one-half the length of each dowel bar shall be painted with one coat of lead or tar paint.

**11.28c WELDED WIRE FABRIC** - Shall conform to ASTM A-185.

**11.29 JOINT MATERIALS** - Shall be in accordance with construction standards and specified as follows:

**11.29a EXPANSION JOINTS** - Expansion joints shall be non-extruding preformed joint fillers of bituminous pre-molded fiber, and shall conform to ASTM Designation M-33, M-153 Type III Standard Specifications and AASHTO Designation M-58-42 and M-59-42.

**11.29b JOINT SEALING MATERIAL** - The hot pour joint material shall be rubber-asphalt type and shall be melted in a double jacket kettle equipped with an agitator for stirring the material during melting and pouring. The rubber-asphalt shall meet Federal Specifications SS-S-164 or subsequent revisions.

**11.29c METAL SUPPORTS** - Metal chairs used to support tiebars or reinforcing bars shall be channel shaped, pressed out of sheet steel of not less than twelve (12) gage metal.

Metal assembly used to support dowel bars shall be so constructed and of such strength that the bars shall be held in true alignment and plane at all times. The assembly shall be reviewed by the Engineer before construction starts.

**11.30 SUBGRADE PREPARATION** - Subgrade shall be excavated or filled with suitable material to the required grades and lines. Clearing and grubbing will be performed. Soft-yielding and otherwise unsuitable material shall be removed and replaced with select base coarse. Filled sections shall be compacted and extended a minimum of 1 foot (0.3 m) outside the form lines.

Upper six (6) inches of subgrade shall be scarified, harrowed, air dried wetted and/or compacted by Contractor to 95% of maximum dry density obtained at optimum moisture content, plus or minus 3% as determined by procedure outlined in ASTM D-698 or 75% relative density, ASTM D-2049. A test supplied by the Contractor from an approved laboratory, will be required for each type of excavation or borrow material encountered.

Before placing concrete, the subgrade shall be tested for conformity with the cross-section shown in these contract specifications. Contractor shall remove or add material to bring all portions of subgrade to correct elevation. Subgrade preparation procedure shall then be repeated and conformity tests taken again.

**11.40 CONCRETE PLACEMENT** - Concrete shall be placed either by an approved slipform/extrusion machine, by the formed method, or by a combination of these.

**11.41 MACHINE PLACEMENT** - Slipform/extrusion machine shall be so designed as to place, spread, consolidate, screed and finish concrete in one complete pass in such a manner as to minimize hand finishing necessary to provide a dense and homogeneous concrete section. Machine shall shape, vibrate, and/or extrude the concrete for the full width and depth of the concrete section being placed. It shall be operated with a continuous forward movement. Operations of mixing, delivery and spreading concrete shall be so coordinated as to provide uniform progress, with stopping and starting of the machine held to a minimum.

**11.42 FORMED METHOD** - Forms shall be of wood, metal or other suitable material that is straight and free from warp, having sufficient strength to resist the pressure of the concrete without displacement and sufficient tightness to prevent leakage of mortar. Flexible or rigid forms of proper curvature may be used for curves having a radius of 100 feet or less. Division plates shall be metal. All concrete shall be vibrated.

**11.43 ALIGNMENT AND GRADE** - The alignment and grade elevations of the forms shall be checked by the Contractor and the necessary corrections made by the Contractor before placing the concrete. When any form has been disturbed or any subgrade thereunder has been unstable, the subgrade shall be recompacted under that section, the form reset and checked.

**11.44 FORM REMOVAL** - Forms shall be removed without damage to concrete after the concrete has sufficient strength. Upon removal of forms, fill honey combed or unevenly filled sections immediately with cement mortar.

**11.45 PLACING REINFORCING STEEL** - When reinforcement is required, it shall be placed as shown on the drawings.

All reinforcing metal must be kept clean and free from foreign material that will prevent the proper bond with the concrete. Welded sheet fabric and welded bar mats shall be furnished in flat sheets and shall be handled carefully during the placing and kept straight until installed.

Bars used shall be parallel to the centerline and surface of the slab or walls. Tolerance of this placement shall be plus or minus 1/4 inch both horizontally and vertically.

To install welded fabric, or welded mats of reinforced bars, the layer of concrete shall be placed upon the subgrade to such a depth that when struck off and vibrated, its surface will be at the elevation specified for the reinforcing metal to be installed. Each layer shall be struck off with a template of a design and construction reviewed by the Engineer. When the reinforcing metal is properly placed, it shall be covered at once, before the bottom course has taken any initial set, with a layer of concrete so deposited and distributed thereon that the slab shall have the required thickness and crown.

The Contractor will be required to furnish suitable metal supports of a type and design approved by the Engineer for all steel reinforcing bars and for all dowel bars. The work will not be paid for directly but will be considered as subsidiary work and the cost thereof included in the unit price for the Bid items for which payment is made.

Front and back forms shall extend the full depth of the concrete. All forms shall be braced and staked so as to remain in both horizontal and vertical alignment until their removal. They shall not at any time show a variation of more than 1/8 inch in a 10 foot length from a true plane of top of form. Shimming with loose earth, pebbles, etc. will not be permitted. Forms shall be cleaned and coated with an approved form-release agent before concrete is placed against them.

Concrete shall be deposited into the form without segregation and then tamped and spaded or mechanically vibrated for thorough consolidation. No concrete shall be placed if there is not enough to completely fill one complete 10 foot (3.0 m) section. No concrete shall be deposited adjacent to concrete that has taken its initial set, unless the specified expansion joint is provided. Low roll or mountable curbs may be formed without the use of a face form by using a straight-edge and template to form curb face. When used, face forms shall be removed as soon as possible to permit finishing. Front and back forms shall be removed as soon as possible without damage to the concrete after it has set.

**11.46 FINISHING** - Plastic concrete shall be finished smooth, by means of a float and given a final surface texture using a light broom at right angles to curb line or burlap drag parallel to the curb line. Concrete adjacent to forms and formed joints shall be edged with a suitable edging tool to the dimensions shown on the drawings.

The finished surface of the curb and gutter or valley gutters shall be checked by the use of the 10' straightedge and corrected, if necessary. While the concrete is still plastic, the drainage at the gutter should be checked by pouring water at the gutter summit and observing its flow to the inlet. In order to prevent damage to the concrete surface, water should be poured onto a piece of burlap or curing paper.

#### **11.47 JOINTING**

**11.47a CONTRACTION JOINTS** - Transverse weakened-plane contraction joints shall be constructed at right angles to the curb line at intervals not exceeding 10 foot (3.0 m). Joint depth shall average at least one-fourth of the cross section of the concrete.

Contraction joints may be sawed, hand-formed or made of 1/8 inch thick division plates in the formwork. Sawing shall be done early after the concrete has set to prevent uncontrolled cracking. Joints may be hand-formed either by (1) using a narrow or triangular jointing tool or a thin metal blade to impress a plane of weakness into the plastic concrete, or (2) inserting 1/8 inch thick steel strips into the plastic concrete temporarily. Steel strips shall be withdrawn before final finishing of the concrete. Where division plates are used to make contraction joints, the plates shall be removed after the concrete has set and while the forms are still in place.

The sawing of all contraction joints, regardless of sequence, shall be completed not later than 120 hours after the concrete has been poured. The sawed joints must be to the depth, spacing and locations called for in the drawings. Water may be used on the saw blades during the cutting operations. The sawing of any joint shall be discontinued if a crack occurs at or near the joint location prior to the time of sawing. Sawing shall be discontinued when a crack develops ahead of the saw. Cracks developing before sawing commences or cracks developing ahead of the saw shall be routed to a depth of approximately one and one-half inches and not to exceed approximately one-half inch in width. When cutting the pavement slab, a chalked or other suitable line or guide shall be used to insure cutting in a true line. Where there are gutter or integral curbs, they must also be cut to the proper depths to prevent erratic cracking.

Immediately after the joints have been sawed or the premature cracks have been routed, they shall be cleaned thoroughly to remove all dirt and loose material. The joints then shall be dried thoroughly and sealed.

The joint sealing filler shall be poured to seal the joints across the top and down the ends of the joints. A block or form shall be used to hold the poured joint sealing material in the joint at each end until it has cooled and set.

If the concrete is cured with impervious membrane compounds, adequate precautions shall be taken to avoid application of the curing material to the surfaces of the concrete which will be in contact with the joint sealing filler. In the event that the curing membrane has been permitted to cover or coat any part of the surface of the concrete pavement in any joint, which will come into contact with the joint sealing filler, the Contractor shall remove the membrane from the affected areas. If water has been used on the saw blade during the cutting operation, the cleaning shall include flushing with water by use of a high pressure hose and thoroughly drying before pouring the joint sealing filler. Any other joints flushed with water shall also be thoroughly dried before pouring the joint sealing filler.

The joint sealing filler shall be melted uniformly and with constant stirring in an asphalt kettle of such design that direct flames are not applied to the immediate surfaces of the kettle which are in contact with the joint sealing filler. The material shall be furnished or prepared in pieces of such size and shape that the material can be melted readily to the proper pouring consistency. The Contractor shall obtain from the supplier or from the manufacturer and furnish to the project manager the manufacturer's recommendations for mixing, application and temperature restrictions. These recommendations shall be strictly followed. In no case shall the temperature exceed the maximum recommended by the manufacturer. When proper pouring consistency is attained, the joints shall be filled as shown in the drawings, through the use of pressure type applicator, of a design approved by the Engineer, and equipped with a nozzle which will fit into the joints. Precautions shall be taken to prevent spilling material on surfaces of the pavement adjacent to the joint.

Sidewalk contraction joints shall be filled with a single component, gun-grade elastomeric sealing compound which shall be Thiokol, Sonneborn or approved equal. Joints shall be clean and dry at the time of sealing. Prime joints if recommended by the sealant compound manufacturer or if necessary to obtain adhesion. Apply the sealant with a pressure gun having a nozzle of the proper size to fit into the joints. Fill the joints solidly and smoothly and remove any excess material leaving the adjoining surfaces clean. The joints shall be watertight.

No direct payment shall be made for installation of contraction joints as it shall be considered subsidiary to the installation of the sidewalk.

**11.47b EXPANSION JOINTS** - Expansion joints for curb, curb and gutter shall be constructed at intervals not exceeding 100 feet (30 m) at right angles to the curb line, at immovable structures and at points of curvature for short-radius curves. Filler material for expansion joints shall conform to the requirements of ASTM D994, D1751 or D1752 and shall be furnished in a single 1 inch thick piece for the full depth and width of the joint.

Sidewalk Expansion Joints. At 50 foot intervals and where the concrete sidewalk abuts existing buildings or curb, there shall be placed a 1/2" expansion joint. Expansion joint material shall also be placed at the same locations in the concrete subbase for brickwork. The expansion joint material shall be cork, cellular plastic, or non-extruding bituminous pre-molded fiber. The expansion joints shall be 1/2" wide and the expansion joint material shall be left below the surface approximately 1/2" with a removable 1/2" plastic or wood cap to insure a straight and uniform joint. The expansion joints shall then be filled with a single component, gun-grade elastomeric sealing compound which shall be Thiokol, Sonneborn or approved equal. Joints shall be clean and dry at the time of sealing. Prime joints if recommended by the sealant compound manufacturer or if necessary to obtain adhesion. Apply the sealant with a pressure gun having a nozzle of the proper size to fit into the joints. Fill the joints solidly and smoothly and remove any excess material leaving the adjoining surfaces clean. The joints shall be watertight.

No direct payment shall be made for installation of expansion joints as it shall be considered subsidiary to the installation of the sidewalk.

Expansion joints shall be placed as indicated on the drawings or at each location where new construction connects with existing construction. Specifically, joints shall be placed where new curb and gutter joins existing curb and gutter, where sidewalks connect to curb and gutter, and at such other locations as the Engineer may direct. On long runs of new construction, joints shall be placed as directed. All expansion joints shall be sealed according to the previous paragraphs.

**11.47c OTHER JOINTING** - Construction joints may be either butt- or expansion-type joints. Curbs or combined curbs and gutters constructed adjacent to existing concrete shall have the same type of joints as existing concrete, with similar spacing; however, contraction joint spacing shall not exceed 10 feet (3.0 m).

**11.48 PROTECTION** - Protect newly paved surfaces and appurtenances from traffic for minimum of 14 days. Protect sidewalks from foot traffic for 2 days. Erect and maintain warning signs, lights, watchmen to direct traffic.

Contractor shall have materials available at all times to protect the surface of the plastic concrete against the rain. These materials shall consist of waterproof paper or plastic sheeting. For slipform construction, materials such as wood planks or forms to protect the edges shall also be required.

When it is expected that, during the progress of the work, the temperature may fall below 40 degrees Fahrenheit, a sufficient supply of straw, hay, grass, or other material suitable in the judgment of the Engineer, must be maintained on hand, to cover the concrete and to sufficiently protect the surface and edges against freezing until it is at least 10 days old. In such case, at the discretion of the Engineer, wetting and spraying may be permitted. Manure shall not be used as a protection for green concrete. Whenever the temperature falls below 40 degrees Fahrenheit, freshly finished concrete shall be protected by frames enclosed by canvas or other type of housing and the temperature of the air surrounding the concrete shall be maintained at not less than 45 degrees Fahrenheit. Sufficient heating apparatus, such as lanterns, suitable stoves or steam equipment, shall be furnished and maintained by the Contractor.

Any concrete showing injury or freezing or uncovering shall be removed and replaced at the expense of the Contractor.

Repair or replace parts of structures damaged by traffic, or other causes occurring prior to final acceptance. Protect concrete against public traffic, construction traffic and traffic caused by employees and agents.

No equipment shall be driven or moved across new surfaces unless such equipment is rubber-tired and only if surface is designed for and capable of sustaining loads to be imposed by the equipment. Tracked vehicles and equipment shall not be driven over new or existing paved surfaces.

**11.49 CURING** - Concrete shall be cured for at least 3 days after placement to protect it against loss of moisture, rapid temperature change, and mechanical injury.

Applying white liquid membrane curing compound complying with ASTM C-309 for curing, sealing, and moisture retention. Perform application in accordance with manufacturer's directions but at a rate of not more than 400 square feet per gallon. Apply within 4 hours after finishing or as soon as surface moisture has dissipated.

#### **11.50 COLD AND HOT WEATHER CONCRETING**

**11.50a COLD WEATHER** - Except by specific written authorization, cease concrete placing when descending air temperature, in shade and away from artificial heat falls below 40 degrees F. Do not resume until ambient temperature has risen to 40 degrees F.

If placing is authorized maintain temperature of mix between 60 and 80 degrees F. Heat aggregates, water or both. Water temperature may not exceed 175 degrees F, aggregates, 150 degrees F.

Remove and replace frost damaged concrete.

Salt or other antifreeze is not permitted.

Comply with ACI 306.

**11.50b HOT WEATHER** - Except by specific written authorization, cease concrete placing when plastic mix temperature cannot be maintained under 90 degrees F.

Aggregate or water or both may be cooled. Cool water with crushed ice; aggregates by evaporation of water spray.

Never batch cement hotter than 160 degrees F.

Comply with ACI 305.

**11.60 BACKFILLING** - Backfilling operations shall commence a minimum of seven (7) days after concrete placement. Excavated areas shall be refilled with suitable material to the required elevations. Fill material shall be thoroughly tamped in 6 inch loose layers. Field density test may be ordered by the Engineer. The tests will be made by an approved testing laboratory.

**11.61 FINAL GRADING AND TOPSOILING** - After other outside work has been finished, and backfilling and embankments completed and compacted, all areas on the site of the work which are to be graded shall be established to grade at indicated elevations, slopes, and contours. If elevations are not indicated, existing elevations shall be matched.

After areas to be topsoiled have been approved for final grading, the surface shall be loosened and made friable by cross-discing or other approved methods, to a full depth of at least 2 inches (5 cm) to permit blending of topsoil to the subgrade. Rake up all stones and debris 2 inches (5 cm) or more in any dimension and remove from site after discing. Spread topsoil to obtain a depth of 6 inches (15 cm), the surface being at final grade. When finished, surface shall be free of stones and debris, 1 inch (2.5 cm) or more in any direction.

Use of graders or other power equipment will be permitted for final grading and dressing of slopes, provided the result is uniform and equivalent to handwork. All surfaces shall be graded to secure effective drainage. If additional soil is required to be supplemented or disposed, it shall be a subsidiary obligation of the Contractor.

The areas between curbs and/or sidewalks and property lines; areas adjacent to driveways shall be final graded and topsoiled.

#### **11.70 TESTING**

**11.71 CONCRETE TESTING SERVICE** - Contractor shall employ and pay for services of testing laboratory acceptable to Engineer and Owner to perform materials evaluation, testing, and design of concrete mixes.

**11.72 CERTIFICATES** - Certificates, signed by material producer and Contractor stating that materials meet the requirements of this specification, may be submitted in lieu of material testing when approved by Engineer.

**11.73 MIX DESIGN** - Before any concrete is placed, the Contractor, at no expense will furnish a mix design of the concrete he proposes to furnish for the project. The design shall indicate water cement ratio, sieve analysis of the aggregate to be used, amount of air entraining agent required, slump and 7 and 28 day compressive strength in pounds per square inch.

**11.74 QUALITY CONTROL** - Contractor will perform sampling and testing during concrete placement.

- A. Sampling: ASTM C172
- B. Slump: ASTM C143, one test for each strength test at point of discharge and as required to assure specified slump is not exceeded.
- C. Air Content: ASTM C31, one for each strength test.
- D. Compressive Strength: ASTM C39, one set of three 6 inch x 12 inch concrete cylinders for each strength of concrete per day's placement, or every 50 cubic yards placement; test one at 7 days, 2 at 28 days.
- E. When total quantity of a given class of concrete is less than 25 cubic yards strength tests may be waived by Engineer if experience indicates evidence of satisfactory strength.
- F. Density and Moisture Tests: A sufficient number of density tests of the subgrade may be ordered by the Engineer to determine that the subgrade complies with the specification. These tests will be made by an approved testing laboratory and will be paid for by the Owner.
- G. Report test results in writing to Engineer promptly.

**11.75 SUBMITTALS** - Manufacturer's specifications with installation instructions for proprietary materials including reinforcement and forming accessories, admixtures, joint materials, hardeners, curing materials, and other items.

Sieve analysis and density curves for soils encountered and proposed borrow.

Submit samples of fabricated jointing materials and devices.

Submit references and qualifications of paving subcontractor if subcontractor is to do the work.

Submit shop drawings of reinforcing details.

Laboratory tests and evaluation reports must also be submitted.

**11.80 CONSTRUCTION DETAILS** - All curbs, curbs and gutters, valley gutters, sidewalks and driveways shall be constructed according to the aforementioned specification, the detailed drawings, and to the line and grade shown on the drawings. The maximum deviation from true grade shall not exceed 1/4 inch and any irregularities shall be immediately corrected.

**11.81 CONCRETE PAVEMENT, CURBS, CURB AND GUTTERS AND VALLEY GUTTERS** - All joints in the concrete pavement, curbs, curb and gutters and valley gutters shall be sealed with joint sealing material. Depressed curbs shall be provided at all driveway entrances and at such other locations as designated by the Engineer.

Place concrete in forms and consolidate with a mechanical vibrator. In placing concrete curb, sufficient spading shall be done to secure adequate bond and eliminate all voids in the curb.

Curbs shall be formed to the cross section with a mule or templates supported on the side forms, and shaped with a float not less than 4 feet in length. Bring to proper surface by running a straightedge over steel templates with sawing motion, to fill holes and depressions. Immediately after using the straightedge, float surface with a wood float to draw cement to surface. Edge with appropriate tool.

**11.82 SIDEWALKS** - Unless otherwise indicated, concrete sidewalks shall have a minimum width of 4 feet and a depth of 4 inches, and shall be constructed to the lines and grades determined by the Engineer. Surfaces shall be marked off in square blocks having an area of not less than 16 or more than 36 square feet. On these lines, the concrete shall be cut through not less than 1/4 inch thickness with a pointed trowel or suitable spading tool and the concrete edged on both sides.

Sidewalks that are being constructed across driveway openings shall have a minimum depth of 6 inches.

The surface shall be floated with a steel float just enough to produce a smooth surface, free from irregularities. All edges and joints shall be rounded to a radius of 1/4 inch with an approved finishing tool. The surface shall then be brushed with fine bristle broom or wood float to slightly roughen the surface and remove the finishing tool marks.

**11.83 DRIVEWAYS** - Unless otherwise indicated, concrete driveways shall be constructed to the lines and grades set by the Engineer. The minimum depth of concrete for driveways shall be 6 inches, and in the event heavy loads are anticipated, the depth shall be increased to handle the expected loads.

**11.90 METHOD OF MEASUREMENT AND PAYMENT** - On lump sum and unit price contracts, cost of all items described in this section and shown on the drawings complete and in place shall be at contract

price as set forth in the Bid. Items not specifically listed in the Bid or defined by this specification shall be considered subsidiary to construction and direct payment will not be made for these items.

**11.91 CURBS AND GUTTERS** - Curb drops shall be considered incidental to the Bid price for curb. Curb and gutter in the radius of a newly constructed valley gutter shall be considered incidental to the Bid price of valley gutter. No direct payment will be made.

**11.92 VALLEY GUTTERS** - Valley gutters including radius curbs and gutters will be paid for at the Bid unit price.

**11.93 SIDEWALKS** - Sidewalks will be measured for payment by area in square feet according to the Bid.

**11.94 DRIVEWAYS** - Driveways as referred to in this paragraph are that portion of existing driveway approaches having to be removed behind the construction lines of pavement due to the driveway approach lying partly within the area between construction lines. Driveways will be measured for payment by area in square yards according to the Bid.

***END OF SECTION 11***

## **SEEDING AND MULCHING - TYPE B, KENTUCKY BLUEGRASS, FESCUE, BUFFALO**

**33.00 SCOPE** - The work shall consist of furnishing all labor, equipment, and materials for seeding a permanent grass mixture on all disturbed areas as described in Section 33.90. All disturbed areas shall be reseeded with the same seed as the area disturbed.

**33.10 GENERAL** - The seeding and related operations shall be performed at such times as designated in Section 33.90 of this specification.

**33.20 LIME** - Limestone, where required, shall be standard agricultural ground limestone with a moisture content not in excess of 10 percent. The rate of application shall be as specified on the drawings or in Section 33.90.

**33.30 FERTILIZER** - The fertilizer, where required, shall be a regular commercial fertilizer (including liquid form) meeting the requirements of the applicable state laws, and shall be in such physical condition to insure uniform application over the area to be fertilized. Rates of application per acre shall be as specified on the drawings or in Section 33.90. Organic fertilizers may be used when specifically authorized in Section 33.90.

**33.40 SEED** - The seed shall be delivered to the site in tagged and labeled bags to show the percentage of purity and germination. The seed shall have been tested within six months prior to the date of seeding and shall conform to the latest seed laws of the United States and of the state. Species, the source of production if native grasses are used, and rates of seeding shall be as specified on the drawings or in Section 33.90.

**33.50 PREPARATION OF SEEDBED** - The entire area to be seeded shall be reasonably smooth and all washes and gullies shall be filled to conform to the desired cross section before actual seedbed preparation is begun. At this stage of the operation, the required fertilizer and lime shall be applied uniformly and incorporated into the top 3 inches of the soil with suitable tillage equipment. In special areas the seedbed preparation shall be as shown on the drawings or as specified in Section 33.90. The Contractor shall suspend operations when the soil is too wet or too dry.

**33.60 SOWING THE SEED** - Unless otherwise specified, the seeding operation shall be performed immediately after preparation of the seedbed. The seed shall be drilled or broadcast with approved types of equipment that will insure uniform distribution of the seed.

**33.70 MULCHING** - The required mulching shall be performed as soon as possible after seeding unless otherwise specified. The mulch shall be applied uniformly over the area. The type, rate, and methods of anchoring shall be as specified on the drawings or in Section 33.90.

**33.90 CONSTRUCTION DETAILS** - Items of work to be performed in conformance with the specification and the construction details therefor are:

**33.90a** The appropriate area to be fertilized, seeded and mulched will be all areas shown on the drawings and areas disturbed by the Contractor.

**33.90b** The fertilizers shall comply with the applicable portions of Section 8, 1973 Standard Nebraska Department of Roads Specifications. All fertilizers listed below are required.

Rates of application of commercial inorganic fertilizer shall be:

	<i>Rate of Application Per Acre (Minimum)</i>
<i>Available Nitrogen (N2)</i>	32 to 36 pounds
<i>Available Phosphoric Acid (P205)</i>	92 to 96 pounds

Rate of application of granular sulphur coated urea fertilizer shall be:

Nitrogen (total available) 0 pounds

**33.90c** The seedbed shall be prepared with a three-inch surface layer that will be loose enough to allow satisfactory penetration of the mulch anchoring machine. Several discing, harrowings or similar means may be required to provide a satisfactory seedbed. Discing, harrowing and raking shall be longitudinal on all slopes.

**33.90d** The grass mixture to be furnished will be uniformly drilled on all areas accessible to machinery. On areas not accessible to machinery, the seed may be uniformly broadcast, and will be covered by use of a harrow.

**33.90e** The grass drill used to drill the seed will be of such construction that it can handle light fluffy seeds, will have double disc furrow openers spaced not more than 10 inches apart, and be equipped with depth bands to allow placement of the seed from 1/2 inch to one inch deep. (Nisbet drill or equivalent) Land Roller type of seeding equipment is not acceptable.

**33.90f** Seed mixture to be furnished and seeded will consist of:

For the area consisting of roadway slopes, right-of-way areas and disturbed areas; type "B" in accordance with Nebraska Department of Roads, Standard Specifications. For residential yards match existing.

Seed shall comply with the following requirements and shall be applied at the rates shown:

<i>Type "B"</i>	<i>Minimum Purity (%)</i>	<i>Broadcast or Hydraulic Seeder Application Rate in Pounds Pure Live Seed/Acre</i>	<i>Approved Mech. Drill Application Rate in Pure Seed/Acre</i>
K-31 Fescue	85	20	20
Western Wheat Grass-Barton	85	8	8
Blue Gama-NE, KS, CO	32	2	2
Buffalo Grasses-Sharp's Appr'd	85	2	2
Upright Prairiecone Flower	85	0.4	0.4
Wheat or Oats	85	15	15
<b>Bluegrass</b>			
Kentucky Bluegrass	95-98	87	87
<b>Fescue</b>			
Turf-Type Tall Fescue	95-98	210	210
<b>Buffalo</b>			
Sharp's Appr'd II Buffalo	95-99	44	44
Sharp Shooter Buffalo	95-99	44	44

All seed shall be origin Nebraska, adjoining states, or as specified. Contractor proposing to use a substitute variety, or origin shall submit for Engineer's consideration a seed tag representing the seed which shows the variety, origin, and analysis of the seed.

Seeding operations shall be performed only during the periods between March 1st and June 30th, and between August 1st and December 31st, except by written permission of the Engineer. Work shall not be performed when the ground is frozen, wet or otherwise untiltable, or when even distribution of materials cannot be obtained.

**33.90g** Mulching. Area to be mulched will be the same as seeded listed above. Mulching operations may be either before or after grass seeding operations, as designated by the Engineer.

Native prairie hay may be used as mulching material. It must be relatively free of weeds. Hay must not contain noxious weed plants or noxious weed seed. Hay of the following species or mixtures of species is preferred: Big bluestem, little bluestem, indiagrass, prairie cordgrass, western wheatgrass, sideoates grama or switchgrass. Minor amounts of other species that occur in the native prairie will be acceptable.

Rate of application will be 4000 pounds per acre. Anchoring will be done immediately after application and will be accomplished by using a straight serrated disc machine (similar to the Imco Landscape Soil Erosion Mulch Tiller) with discs spaced not more than 8 inches apart, weighted to press the mulch into the soil. The mulch material to be firmly anchored in the soil. Operations of the mulch anchoring machine on slopes to be on the approximate contour whenever possible.

Straw, if approved, as a mulch material shall be applied at the rate of 5,000 pounds per acre.

**33.90h** Maintenance, Final Acceptance and Guarantee Remulch with new mulch in areas where mulch has been disturbed by wind or maintenance operations sufficiently to nullify its purpose. Anchor as required to prevent displacement. Replant and/or resod bare, dead, or dying areas, using the sample materials and methods specified.

Guarantee all seeded areas for a period of one year from date of acceptance.

**33.91 METHOD OF MEASUREMENT AND PAYMENT** - On lump sum and unit price contracts, cost of all items described in this section and shown on the drawings complete and in place shall be at contract price as set forth in the Bid. Items not specifically listed in the Bid or defined by this specification shall be considered subsidiary to construction and direct payment will not be made for these items.

For unit price contracts the areas seeded or seeded and mulched will be measured in units of acres and tenths. Payment for seeding or seeding and mulching will be made at the contract unit price, and such payment will constitute full compensation for all materials, labor and equipment and all other items necessary and incidental to completion of the work.

***END OF SECTION 33***

## DETAILED SPECIFICATIONS

**DS.0 BID** – The Contractor shall provide a lump sum bid for completion of the proposed water main improvements as described in the drawings and specifications. The Lump Sum Bid shall include all labor, equipment and materials, for completion of directional drilling the proposed water main and required connections on East 5<sup>th</sup> Street & Centennial Drive and east where Centennial Drive splits. The Lump Sum Bid shall include but not be limited to; restrained joint water main, fittings, couplings, transition fittings, valves, connections, service reconnections, tracer wire and terminal boxes, concrete and sidewalk removal and replacement, seeding, and traffic control.

**DS.1 SCOPE** - These Detailed Specifications shall be part of this specification and its purpose herewithin is to supplement and/or supersede the previous specifications of these Contract Documents.

**DS.2 SUBSTANTIAL COMPLETION** - The project shall be considered substantially complete when the following conditions are met:

1. The Nebraska Department of Health and Human Services allows the Owner to utilize water from the new pipeline to the distribution system;
2. The City of McCook has completed inspection and approved installation.

**DS.3 PROPERTY PINS** - All property pins removed or damaged are to be reset by a Registered Land Surveyor at the Contractor's expense.

**DS.4 EXISTING UTILITIES** - According to Section 6.20 of this specification, the Contractor shall verify the elevations of the existing utilities prior to initiation of pipe laying and undercrossing operations. Known utilities have been included on the drawings, however, locates were not completed. Contractor is responsible for completing locates and protecting existing utilities as outlined in Section 6. No direct payment shall be made for the Contractor's operations.

**DS.5 DENSITY REQUIREMENTS** - Density requirements for backfill in seeded areas shall be 90% minimum density. Backfill under street, parking, road, driveway, alley right-of-ways, roadway shoulders, and sidewalk pavements shall be 95% minimum density.

**DS.6 TRAFFIC CONTROL** - The Contractor shall maintain one lane of traffic at all times during construction unless written approval is provided from the City and/or other required entities. The Contractor shall coordinate all traffic control with the City of McCook and provide proper signage during construction. This shall not be a pay item but shall be considered incidental to the project cost.

**DS.7 REMOVALS AND SALVAGE** - Removal and salvage of pipe, gate valves and fittings not listed as a Bid Item, shall not be paid for directly but shall be considered subsidiary to the items in the Bid. Salvaged items are the property of the Owner.

**DS.8 WATER MAIN INSTALLATION** - If an obstruction is encountered, the water main shall be lowered with fittings, if the grade change is in excess of 2 vertical feet. Such work shall be incidental to the bid.

A grade change of less than 2 vertical feet shall be corrected by installing pipes at uniform grades. High and low areas shall be located at fire hydrant locations.

**DS.9 WATER FOR FLUSHING** - Water used for flushing and testing shall be provided by the utility at no charge with the conditions that the City will be notified 48-hours prior to flushing. The City shall be

notified of the time of flushing and the duration. Flushing will not be allowed during period of the peak usage as identified by the City.

**DS.10 SEWER AND WATER MAIN PLUGS** - All abandoned water and sewer mains shall be sealed, and plugged according to the specifications and detailed drawings. Direct payment will not be made.

**DS.11 FLOWER BEDS, SHRUBS, DECORATIVE ROCK AND LANDSCAPE AREAS** – Flower beds, shrubs and landscaping areas damaged or removed shall be replaced to original condition. No direct payment will be made for this work, but shall be considered subsidiary to the items of the Bid.

**DS.12 ORGANIC COMPOUND CONTAMINATION OF SOIL** – Locations of organic compound contamination of soil throughout the project is unknown at this time. If the Contractor encounters contamination during construction activities, Engineer must be contacted and work stopped immediately. Engineer shall determine appropriate materials or activities to continue with construction activities after appropriate soil testing has been completed. All testing of soil shall be paid for by the Owner. Additional activities or differing materials required shall be paid with a Change Order to the original Bid.

**DS.13 PAVEMENT REMOVAL & REPLACEMENT** – All pavement cuts shall be made by means of a power rotary saw. Estimated concrete removal quantities are shown on drawings. Contractor shall bid for removal and replacement as required for installation. No additional payment will be made for removal and replacement exceeding the estimated quantities. The Contractor shall replace all removal areas according to the specifications and drawings.

**DS.14 REMOVAL AREAS** - Removal areas not shown shall be determined by the Engineer. The Contractor and Engineer shall paint these areas prior to removal.

**DS.15 CERTA-LOK DIMENSION RATIO** – For Certa-Lok pipe utilized for horizontal directional drilling, the Contractor shall provide the necessary thickness for successful installation.

**DS.16 HDPE DIMENSION RATIO** – For HDPE utilized for horizontal directional drilling, the Contractor shall verify specified pipe dimension ratio thickness is sufficient for pulling forces. They shall provide the necessary thickness for successful installation.

**DS.17 TREE, BRUSH AND SHRUB REMOVAL** – All trees, brush and shrub removal and hauling shall be included as lump sum bid item. All removed trees, brush and shrubs shall be removed from the site and hauled to the City's designated tree disposal area.

**DS.18 INITIAL FILLING, FLUSHING AND TESTING OF THE WATER MAIN** – The Contractor shall be responsible for handling, routing and treatment of flushing water to prevent damage from erosion or chemical contamination of the environment on State, County, or City right-of-way or adjacent lands or receiving water courses as addressed in AWWA Standard C601.

It shall be the Contractor's responsibility to furnish and install any tees, valves, piping and other appurtenances necessary to fully comply with Section 3.50 Quality Control Testing of the specifications, based upon his schedule and sequence of work. No separate payment will be made for this portion of the work.

The Contractor at their expense shall install saddle and corporation stops for collecting samples at two locations on the new water main. The corporation stops shall be abandoned after testing. The test sites shall be approved by the Engineer prior to testing.

**DS.19 HORIZONTAL DIRECTIONAL DRILLING (HDD) OF WATER PIPE** – Furnish all labor, materials, tools, and equipment required to install a new water main using the directional drilling method to the sizes and limits as shown on the plans, and as specified by these technical specifications herein. Work includes,

but not limited to, proper installation, testing, restoration of underground utilities and environmental protection and restoration.

The typical directional drilling method involves first drilling a pilot hole as shown on the approved pilot bore plan, and then enlarging the pilot hole no larger than 1.5 times the outer diameter of the pull-in pipe, pipe joint or coupling and pull back the pipe through the enlarged hole. Unless otherwise specified in the plans and/or specifications, one of the following pipes can be considered for horizontal directional drilling contingent upon approval by the Owner:

1. 6" C900 RJ Certa-Lok
2. 8" DR11 DIP OD High Density Polyethylene (HDPE) Water Pipe conforming to ASTM D3350 for PE 4710 material with a cell classification of 445574 C/E or better.

The pipe to be used must be certified for use as a pressure-rated water delivery system piping applications conforming to all standards and procedures, and meeting all testing and material properties as described above.

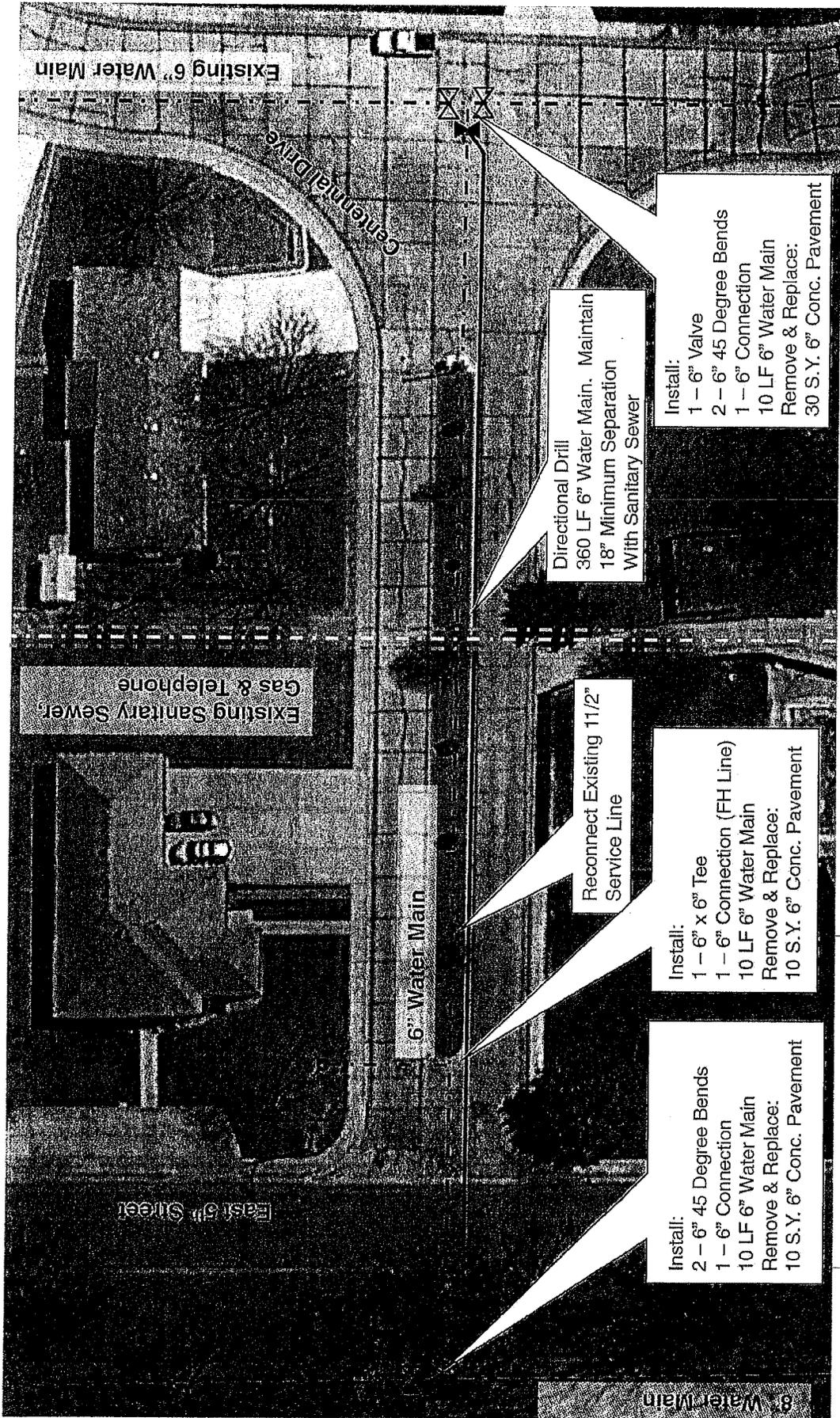
HDD Bid Items shall include all necessary transition fittings to connect to valves, fittings, air release manholes, etc. These fittings shall include but not be limited to thrust collars for transition to DIP or PVC and stainless steel insert stiffener rings at any compression joint to avoid joint failure due to long-term creep.

The transition from HDD to the standard construction water main shall be at a uniform grade or level to avoid undue stresses on the connection. The Contractor shall provide transition fitting details in the shop drawing process for review.

**DS.20 SERVICE RECONNECTION** – The project includes one 1 1/2" service reconnection which shall include but not be limited to all labor, materials, furnishing and installing the specified service reconnect at the designated location from the new water main to the final point of connection(s) at the existing service line. This shall include but not be limited to tapping saddle, corporation stop, specified service line size, dry bore, couplers, reducers, fittings, excavation, seeding, concrete removal and replacement, and all appurtenances complete in place to get from the new water main to the existing service and reconnect. Concrete and sidewalk removal and replacement shall be incidental to the bid item. Special care shall be taken to avoid unnecessary damage to lawns, landscape, and driving surfaces by equipment during the installation.

**END OF SECTION**

**DETAILED  
DRAWINGS**



Install:  
 2 - 6" 45 Degree Bends  
 1 - 6" Connection  
 10 LF 6" Water Main  
 Remove & Replace:  
 10 S.Y. 6" Conc. Pavement

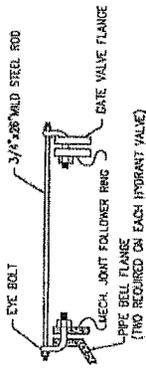
Install:  
 1 - 6" x 6" Tee  
 1 - 6" Connection (FH Line)  
 10 LF 6" Water Main  
 Remove & Replace:  
 10 S.Y. 6" Conc. Pavement

Reconnect Existing 11/2" Service Line

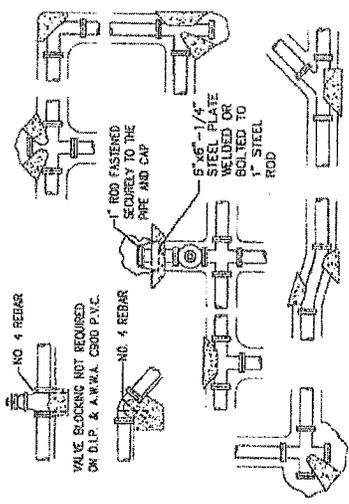
Directional Drill  
 360 LF 6" Water Main. Maintain  
 18" Minimum Separation  
 With Sanitary Sewer

Install:  
 1 - 6" Valve  
 2 - 6" 45 Degree Bends  
 1 - 6" Connection  
 10 LF 6" Water Main  
 Remove & Replace:  
 30 S.Y. 6" Conc. Pavement

Approximately 100 Feet



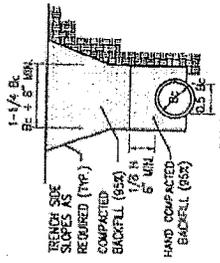
**TIE ROD ASSEMBLY DETAIL**  
NO SCALE



BEARING AREA OF BLOCK IN SQ. FT.			
FITTING SIZES 3\"/>			
3\"/>	4\"/>	6\"/>	8\"/>
10\"/>	12\"/>	14\"/>	16\"/>
18\"/>	20\"/>	24\"/>	30\"/>
36\"/>			

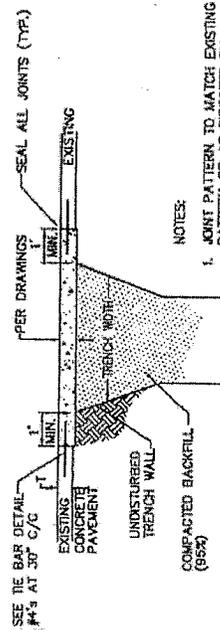
NOTES:  
CASE SHALL BE EXERCISED TO ASSURE JOINT, INCLUDING BOLTS, WILL BE ACCESSIBLE UNLESS OTHERWISE SPECIFIED CMC MIX COMPRESSIVE STRENGTH SHALL BE 3,000 PSI AT 28 DAYS.  
THIS DETAIL FOR BOTH VERT. AND HORIZ. PIPE

**STANDARD BLOCKING DETAILS**  
NO SCALE



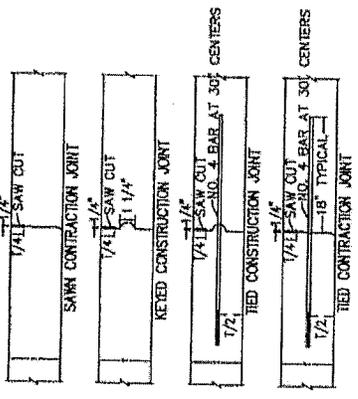
**CLASS 'C' BEDDING (WATER)**  
NO SCALE

LEGEND:  
BC = OUTSIDE DIAMETER BACKFILL COVER ABOVE TOP OF PIPE  
D = INSIDE DIAMETER MATERIAL BELOW PIPE  
S = SHAPED SUBGRADE



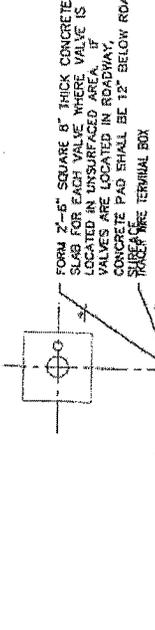
**CONCRETE PAVEMENT REPLACEMENT**  
NOT SCALE

NOTES:  
1. JOINT PATTERN TO MATCH EXISTING PATTERN OR AS DIRECTED BY ENGINEER.  
2. IF EXISTING CONCRETE PAVEMENT IS NOT CAPABLE OF FOLDING TIE BAR, CONTRACTOR SHALL USE UNDER TOE.

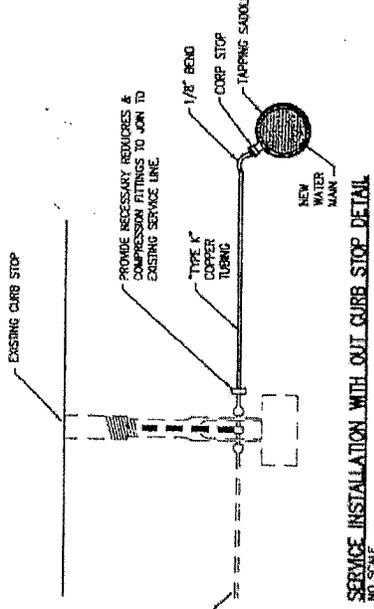


**CONCRETE JOINT DETAIL**  
NO SCALE

NOTE: SEAL JOINTS AS SPECIFIED.



**VALVE & BOX DETAIL**  
NO SCALE



**SERVICE INSTALLATION WITH OUT CURB STOP DETAIL**  
NO SCALE



THIS PAGE CONCLUDES  
THE  
DRAWINGS & TECHNICAL SPECIFICATIONS  
FOR

**CENTENNIAL DRIVE WATER MAIN REPLACEMENT  
McCOOK, NEBRASKA**



**CITY MANAGER'S REPORT  
SEPTEMBER 8, 2015 CITY COUNCIL MEETING**

---

**ITEM:            4B**

Adopt Resolution No. 2015-17 ratifying the Collective Bargaining Agreement between the City of McCook and the Fraternal Order of Police, Lodge 57 for the period of October 1, 2015 to September 30, 2017 and authorize the Mayor to sign said agreement.

---

**BACKGROUND:**

The agreement is pending final approval by the Lodge members who are to be meeting this coming Sunday evening. Copies will be provided at the Council meeting, if an agreement is reached. If not, the item will be pulled from the agenda.

**FISCAL  
IMPACT:**       None.

**RECOMMENDATION:**

Adopt Resolution No. 2015-17 ratifying the Collective Bargaining Agreement between the City of McCook and the Fraternal Order of Police, Lodge 57 for the period of October 1, 2015 to September 30, 2017 and authorize the Mayor to sign said agreement.

**APPROVALS:**

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

September 3, 2015

**RESOLUTION NO. 2015-17**

WHEREAS, the City of McCook, Nebraska recognizes the Fraternal Order of Police Lodge 57 as the exclusive collective bargaining agent for all full-time police officers, detectives and dispatchers below the rank of sergeant and chief dispatcher, excluding the Police Chief, sergeants, chief dispatcher and all other employees.

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 Collective Bargaining Agreement with the Fraternal Order of Police Lodge 57 for the period of October 1, 2015 - September 30, 2017.

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

PASSED AND APPROVED this 8<sup>th</sup> day of September, 2015.

---

Michael D. Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
SEPTEMBER 8, 2015 CITY COUNCIL MEETING**

---

**ITEM:        4**

**D.**        Adopt Resolution No. 2015-18 ratifying the Collective Bargaining Agreement between the City of McCook and the Lieutenants Bargaining Unit of the McCook Professional Firefighters Association Local 2100 for the period of October 1, 2015 to September 30, 2020 and authorize the Mayor to sign said agreement.

**E.**        Adopt Resolution No. 2015-19 ratifying the Collective Bargaining Agreement between the City of McCook and the Firefighters Bargaining Unit of the McCook Professional Firefighters Association Local 2100 for the period of October 1, 2015 to September 30, 2020 and authorize the Mayor to sign said agreement.

---

**BACKGROUND:**

The agreement is pending final approval by the Fire Union members who are scheduled to meet this Friday. Copies will be provided at the Council meeting, if an agreement is reached. If not, the item will be pulled from the agenda.

**FISCAL  
IMPACT:**    None.

**RECOMMENDATION:**

**D.**        Adopt Resolution No. 2015-18 ratifying the Collective Bargaining Agreement between the City of McCook and the Lieutenants Bargaining Unit of the McCook Professional Firefighters Association Local 2100 for the period of October 1, 2015 to September 30, 2020 and authorize the Mayor to sign said agreement.

**E.**        Adopt Resolution No. 2015-19 ratifying the Collective Bargaining Agreement between the City of McCook and the Firefighters Bargaining Unit of the McCook Professional Firefighters Association Local 2100 for the period of October 1, 2015 to September 30, 2020 and authorize the Mayor to sign said agreement.

**APPROVALS:**

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

September 3, 2015

**RESOLUTION NO. 2015-18**

WHEREAS, the City of McCook, Nebraska recognizes the McCook Professional Firefighters Association Local 2100 as the exclusive collective bargaining agent for Lieutenants employed by the City of McCook Fire Department excluding the position of Fire Chief, Full-time Firefighters of all EMT levels, and Administrative Assistant.

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 Lieutenants Collective Bargaining Agreement with the McCook Professional Firefighters Association Local 2100 for the period of October 1, 2015 - September 30, 2020.

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

PASSED AND APPROVED this 8<sup>th</sup> day of September, 2015.

---

Michael D. Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**RESOLUTION NO. 2015-19**

WHEREAS, the City of McCook, Nebraska recognizes the McCook Professional Firefighters Association Local 2100 as the exclusive collective bargaining agent for all full-time Firefighters of all EMT levels employed by the City of McCook Fire Department excluding the position of Fire Chief, Lieutenant, and Administrative Assistant.

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 Firefighters Collective Bargaining Agreement with the McCook Professional Firefighters Association Local 2100 for the period of October 1, 2015 - September 30, 2020.

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

PASSED AND APPROVED this 8<sup>th</sup> day of September, 2015.

---

Michael D. Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
SEPTEMBER 8, 2015 CITY COUNCIL MEETING**

---

**ITEM:            4F**

Introduce and approve under suspension of the rule Ordinance No. 2015-2920 setting the salary and compensation of City Manager Nathan A. Schneider.

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**BACKGROUND:**

Council completed the annual evaluation of the job performance of City Manager Schneider at the June 15, 2015 meeting. The proposed ordinance sets the annual salary and compensation of the City Manager. A copy of his employment agreement is attached for your reference.

**FISCAL  
IMPACT:**       None.

**RECOMMENDATION:**

Introduce and approve under suspension of the rule Ordinance No. 2015-2920 setting the salary and compensation of City Manager Nathan A. Schneider.

**APPROVALS:**

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

September 2, 2015

ORDINANCE NO. 2015-2920

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA SETTING THE SALARY AND COMPENSATION OF THE CITY MANAGER OF THE CITY OF MCCOOK; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. From and after October 1, 2015, the City Manager of the City of McCook, Nebraska shall receive for his gross annual (12 month) salary \$\_\_\_\_\_, said salary to be paid bi-weekly; retirement benefit of 6% of his salary; and other benefits as shall be determined by the City Council of the City of McCook.

SECTION 2. The City Manager's employment agreement executed May 8, 2014, and effective June 23, 2014, includes these provisions.

SECTION 3. All other ordinances and parts of ordinances in conflict herewith are hereby repealed.

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 8<sup>th</sup> day of September, 2015.

-s- Michael D. Gonzales, Mayor

ATTEST:

-s- Lea Ann Doak, City Clerk

Publish:

EMPLOYMENT AGREEMENT

N.A.S. - May 1, 2014  
g. (2d)

THIS AGREEMENT is made and entered into this 19<sup>th</sup> day of May, 2014, by and between the City of McCook, Nebraska, a municipal corporation, hereinafter called the "City", and Nathan A. Schneider, hereinafter called the "City Manager", both of whom understand and agree to the following:

WITNESSETH:

WHEREAS, the City desires to contract for the professional services of said Nathan A. Schneider as City Manager of the City of McCook, Nebraska, as provided by Article 6 of Chapter 19 of the Statutes of the State of Nebraska, and the City of McCook Code of Ordinances, 2011, and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said City Manager's position; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of the City Manager and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring the City Manager with respect to his future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the City Manager; and (4) to provide a just means for terminating the City Manager's services at such time as may be necessary; and

WHEREAS, Nathan A. Schneider desires to enter into and continue employment as City Manager of said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DUTIES

The City hereby agrees to contract with Nathan A. Schneider as City Manager of said City to perform the functions and duties specified in the Statutes of the State of Nebraska and

the City of McCook Code of Ordinances, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

*NWS MMS 8, 2014*

SECTION 2. TERM

*June 1st*

The term of this Agreement shall commence on the 23<sup>rd</sup> day of ~~May~~, 2014. The City Manager shall be an "at will" employee, and shall serve at the pleasure of the City Council, without specific term or tenure.

SECTION 3. SALARY

The City agrees to pay the City Manager for his services a gross annual salary of \$86,000.00, payable in equal bi-weekly installments.

The City may increase the salary from time to time, in such amount as it may deem appropriate, as reward for meritorious service.

The City Council shall review the City Manager's salary and benefits at a convenient date and time near August 15, 2015, and determine whether to take action to adjust the compensation of the City Manager. Annual performance evaluations, and salary reviews shall be scheduled at approximately twelve-month intervals thereafter.

SECTION 4. HOURS OF WORK

The work week for the City Manager shall be 40 hours per week and such other hours as may be necessary to fulfill the duties of the position of City Manager.

SECTION 5. AUTOMOBILE

The City and City Manager agree that the City Manager shall use his own, personal automobile for City related business. The City Manager shall be reimbursed \$5,000.00 annually, with said payment to cover the City Manager's costs for insurance, maintenance, repair, fuel and any other costs that can reasonably be expected for said job related usage. Said payments shall be paid to the City Manager by the City on a bi-weekly basis with each bi-weekly payment to be in the amount of \$192.31. The City Manager will use his own personal automobile to travel to and from any work related event(s) that may occur inside of the State of Nebraska. Travel will be provided by the City outside the State of Nebraska. City Manager shall provide the City with a Certificate of Insurance.

SECTION 6. DUES, SUBSCRIPTIONS AND MEMBERSHIPS

The City shall pay, during his tenure, for the membership dues for the City Manager's membership in one local service organization and the Nebraska City Management Association.

SECTION 7. CELL PHONE (SMART PHONE) PROVISION

City agrees to provide the City Manager a cell phone (smart phone) and will pay for all monthly usage expenses.

SECTION 8. CONFERENCES

The City shall allow the City Manager to attend such conferences as the City may deem beneficial to the City and/or the professional development of the City Manager. The City shall pay all reasonable and necessary expenses of the City Manager while attending such conferences.

SECTION 9. VACATION

The City Manager will be granted vacation leave that shall be earned and accrued from the date of employment. City Manager shall be credited with 80 hours of vacation from the date of employment. Vacation shall accrue pursuant to the policies outlined in the City's Employee Handbook.

SECTION 10. SICK LEAVE

The City Manager shall accrue and take sick leave pursuant to the policies outlined in the City's Employee Handbook.

SECTION 11. OTHER TYPES OF LEAVE

Other types of leave, as outlined in the City's Employee Handbook, shall be applicable to the City Manager.

SECTION 12. HEALTH AND DENTAL INSURANCE

The City Manager shall receive health and dental insurance coverage for himself and his family pursuant to the policies outlined in the City's Employee Handbook. Coverage will begin the first of the month following thirty one (31) days of continuous full-time employment.

### SECTION 13. GROUP LIFE INSURANCE

The City Manager shall receive life insurance coverage for himself pursuant to the policies outlined in the City's Employee Handbook. Specifically, the City Manager shall be provided, through the City's health insurance program, a life insurance policy equal to one year's gross salary as is set forth in Section 5.3.

### SECTION 14. RETIREMENT

In addition to the salary paid by the City to the City Manager, the City agrees to pay an amount equal to six percent (6%) of the City Manager's gross salary into a qualified retirement plan on the City Manager's behalf. The plan to be used shall be selected by the City Manager. The City Manager shall advise the City of his selection upon commencing employment so that any necessary participation agreements may be completed prior to payroll. The City Manager shall be responsible for all administrative, or custodial charges made by the plan.

### SECTION 15. PERFORMANCE EVALUATION

The Council shall review and evaluate the performance of the City Manager at least once annually in advance of the adoption of the annual operating budget after approval of this agreement. The City Council, by majority vote, may request more frequent evaluations. Said reviews will be written and oral. Said review and evaluation shall be in accordance with criteria developed jointly by the Council and the City Manager. The criteria may be added to or deleted from as the Council may from time to time determine, in consultation with the City Manager. Further, the Council shall provide the City Manager with a summary written statement of the findings of the Council and provide an adequate opportunity for the City Manager to discuss his evaluation with the Council.

Annually, the Council and the City Manager shall define such goals and performance objectives that they determine necessary for the proper operation of the City of McCook and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

## SECTION 16. TERMINATION OR DISCHARGE

A(1). Termination for Any or No Reason and Consideration Given for Release of All Claims Against City. In the event the City Council, during the term of this Agreement, terminates City Manager during the term of this Agreement, terminates Employee for any or no reason, the City shall make payments as specified in Paragraph A(2) of this section in exchange for the amounts specified in Paragraph A(2) of this section. Termination shall occur for any of the following reasons:

1. The majority of the governing body votes to terminate the City Manager at a duly authorized public meeting.
2. If the City, citizens or legislature acts to amend any provisions of the pertaining to the role, powers, duties, authority, responsibilities of the City Manager's position that substantially changes the form of government, the City Manager shall have the right to declare that such amendments constitute termination.
3. If the City reduces the base salary, compensation or any other financial benefit of the City Manager, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
4. If the City Manager resigns following an offer to accept resignation, whether formal or informal, by the City, then the City Manager may declare a termination as of the date of the suggestion.

A(2). Value of Claims Against City Released by City Manager and Participation in Post-Agreement Proceedings. City agrees to provide such a lump sum payment of five (5) months salary to the City Manager to avoid the expense of:

1. Conducting a pre- and post-termination grievance hearing.
2. Conducting a Loudermill hearing and "full blown" due process hearing.
3. Defending a discrimination charge brought under the municipal code, state law, and/or federal law.
4. Defending a breach of contract claim.

5. The City Manager, in accepting this lump sum payment, agrees after termination of employment with the City that he will voluntarily participate and cooperate with the City in the defense of the City and its elected officials and employees and the prosecution of any action or proceeding about which the Employee has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the City's attorneys at mutually convenient times regarding the fact of the matter and agreeing to make himself available for a deposition and/or trial.
6. The City shall prepare a release and waiver form to be signed by the City Manager in accordance with this paragraph.

A(3). Non-Renewal. The failure of the City to renew any employment contract containing language similar or identical to Section 15 of this Agreement shall be treated as a termination for any or no reason and shall trigger the payment of amounts set forth in Paragraph A(2) of this section.

#### SECTION 17. DEFENSE AND INDEMNIFICATION

City shall, at its expense or that of its insurers, defend and indemnify the City Manager from liability for his acts or omissions performed in connection with his duties as City Manager to the extent the acts or omissions constituting the grounds for alleged liability, if actionable at all, were based upon the City Manager's good faith judgment that the acts or omissions were not contrary to the best interests of the City.

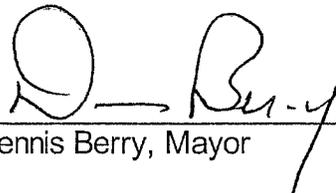
#### SECTION 18. GENERAL PROVISIONS

The text herein shall constitute the entire Agreement between the City and the City Manager and shall be binding upon and inure to the benefit of the heirs at law and the executors of the City Manager.

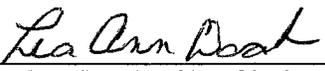
If any provision or any portion hereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of McCook has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the City Manager has signed and executed this Agreement both in duplicate, and day and year first written above.

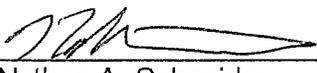
CITY OF MCCOOK

  
Dennis Berry, Mayor

ATTEST:

  
Lea Ann Doak, City Clerk

CITY MANAGER

  
Nathan A. Schneider

**CITY MANAGER'S REPORT  
SEPTEMBER 8, 2015 CITY COUNCIL MEETING**

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**ITEM:            4G**

Approve Ordinance No. 2015-2918 providing for the adoption of the budget for FY 2015/2016 upon its third and final reading.

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**BACKGROUND:**

The attached ordinance provides for the adoption of the budget for Fiscal Year 2015/2016.

The list of Proposed Budget Adjustments have been incorporated into the document and the adjusted pages are attached for your reference. It will be necessary to work with our software provider to enter the adjustments for the new state dollars, no revised pages are included at this time. Revised page 242 incorporates Council suggested changes utilizing uncommitted sales tax dollars.

**FISCAL  
IMPACT:**       None.

**RECOMMENDATION:**

Approve Ordinance No. 2015-2918 providing for the adoption of the budget for FY 2015/2016 upon its third and final reading.

**APPROVALS:**

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

September 3, 2015

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

September 3, 2015

**PROPOSED BUDGET ADJUSTMENTS**

**REVENUE**

Ad Valorem Tax	Page 21	10 000 41000	\$ 1,132,128
Loan Proceeds/Finance Capital Equipmer	Page 24	10 000 48560	\$ 293,210
Lease Payment - Council	Page 33	10 00 54970	\$ 65,000
Police Vehicle	Page 40	10 005 56040	\$ 26,000
TOTAL ADD'L POLICE			\$ 26,000
Pickup 1/2 ton , 4 wheel drive	Page 62	10-022-56040	\$ 28,000
Replace 1995 F150 with 97,000 miles			
Snow Plow for Pickup			\$ 7,000
Surplus Snow Plow Truck			
Add'l above R & M Hwy -\$16,790			\$ 7,210
Mower			\$ 25,000
TOTAL ADD'L STREET			\$ 67,210
Mower	Page 66	10 027 56040	\$ 12,000
Pickup 1/2 ton, 4 whieel drive			
Replace 1991 F150, 101,000 miles			\$ 18,000
Sod Cutter			\$ 6,000
TOTAL ADD'L CEMETERY			\$ 36,000
Pickup 1/2 ton, 4 wheel drive	Page 69	10 028 56040	\$ 25,000
Replace 1994 Chevy, 87,000 miles			
Mower			\$ 25,000
Overseeder			\$ 13,000
Mower Trailer			\$ 2,500
Commercial Lawn Edger			\$ 1,500
TOTAL ADD'L PARKS			\$ 67,000
Equipment Trailer	Page 72	10 029 56040	\$ 2,500
Tractor with loader attachment			\$ 17,500
TOTAL ADD'L BALLPARKS			\$ 20,000

Add Wood Fiber Ballparks	Page 68	10 029 52750	\$ 4,000
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<b>TOTAL ADDITIONAL CAPITAL OUTLAY</b>			<b>\$ 216,210</b>
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Skate Park Commitment	Page 107	20 072 56480	\$ 5,000
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Other Improvements - ACE Funds	Page 107	20 072 56030	\$ 26,701
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Contingency - Transfer Station	Page 201	70 035 52070	\$ 54,566
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New Axle Scales	Page 203	70 035 56040	\$ 13,000
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Finance Equipment	Page 218	70 051 54545	\$ 300,000
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Bond/SRF Loan Payment Reserve	Page 218	70 051 54635	\$ 899,127
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Cash on Hand - Sewer	Page 224	70 058 48000	\$ 633,718
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Lab Supplies	Page 230	70 058 52040	\$ 1,800
Amend from \$18,000 to \$1,800 for both projected and FY15/16			

Contingency - Sewer	Page 230	70 058 52070	\$ 659,879
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**SET UP NEW STREET FUND FOR  
NEW STATE REVENUE**

Add'l State Gas Tax - Revenue			\$ 12,356
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State Buyback for Street - Revenue			\$ 120,000
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Capital Improvemets - Expense			\$ 132,356
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Street Funding

	Sales tax 2014-2015	Sales Tax for Fiscal Year	Add'l State Gas Tax	State Buyback	Remaining Street Funds	Total
2015-2016	\$ 250,000.00	\$ 250,000.00	\$ 12,356.00	\$ 120,000.00	\$ 127,000.00	\$ 759,356.00
2016-2017		\$ 250,000.00	\$ 49,627.00	\$ 120,000.00		\$ 419,627.00
2017-2018		\$ 250,000.00	\$ 86,941.00	\$ 120,000.00		\$ 456,941.00
2018-2019		\$ 250,000.00	\$ 124,254.00	\$ 120,000.00		\$ 494,254.00
2019-2020		\$ 250,000.00	\$ 149,254.00	\$ 120,000.00		\$ 519,254.00

\$ 2,649,432.00

State buyback dollars are an estimate as a new Federal Highway bill has not been passed

10 -GENERAL FUND

DEPARTMENTAL REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	PROPOSED BUDGET
<u>GENERAL REVENUE</u>								
<u>TAXES</u>								
10-000-41000 AD VALOREM TAX	972,700	953,332	1,008,656	1,089,379	813,895	1,048,000	1,132,128	1,132,128
10-000-41010 GENERAL OCCUPATION TAXES	6,498	7,607	7,200	7,000	6,913	7,000	7,000	7,000
10-000-41020 CABLE TV FRANCHISE TAX	42,428	42,310	29,465	38,000	37,579	36,000	35,000	35,000
10-000-41030 HOMESTEAD ALLOCATION	45,088	45,251	42,925	0	46,102	45,000	0	0
10-000-41040 STATE-AID TO CITIES	0	0	0	0	0	0	0	0
10-000-41060 TELEPHONE OCCUPATION TAX	29,111	26,704	32,938	12,500	21,282	20,000	15,000	15,000
10-000-41065 MOBILE TELECOMM OCC TAX	0	0	0	0	0	0	0	0
10-000-41090 PUBLIC POWER IN-LIEU OF TAXES	90,464	95,194	102,481	95,000	109,394	107,750	95,000	95,000
10-000-41100 PRO-RATE MOTOR VEHICLE	4,568	4,332	4,171	4,000	4,134	4,000	4,000	4,000
10-000-41110 NATURAL GAS FRANCHISE TAX	25,629	30,327	31,363	26,000	55,222	42,900	30,000	30,000
10-000-41130 MOTOR VEHICLE (LOCAL)	160,377	161,719	164,827	150,000	158,115	150,000	150,000	150,000
10-000-41140 MUNICIPAL EQUALIZATION FUND	314,896	346,464	365,153	341,000	287,811	341,000	340,000	340,000
10-000-41160 SALES TAX	675,763	679,880	775,106	701,700	695,473	785,167	736,667	736,667
10-000-41170 MOTOR VEHICLE SALES TAX	203,068	190,510	200,873	190,000	197,195	190,000	190,000	190,000
TOTAL TAXES	2,570,591	2,583,632	2,765,158	2,654,579	2,433,116	2,776,817	2,734,795	2,734,795
<u>LICENSES PERMITS &amp; FEES</u>								
10-000-42000 BUILDING PERMITS	67,266	32,297	28,566	25,000	41,498	35,000	25,000	25,000
10-000-42010 AMBULANCE FEES	249,060	269,588	280,551	275,000	269,183	275,000	275,000	275,000
10-000-42040 ALARM FEES	5,159	5,575	5,050	5,200	5,551	5,500	5,200	5,200
10-000-42060 MONUMENT PERMITS	1,650	1,140	1,140	1,000	1,410	1,200	1,000	1,000
10-000-42100 OTHER PERMITS	2,157	4,906	2,640	2,000	3,540	3,400	3,000	3,000
10-000-42120 FIREWORKS PERMITS	375	375	525	450	300	450	450	450
TOTAL LICENSES PERMITS & FEES	325,668	313,880	318,472	308,650	321,481	320,550	309,650	309,650

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10 -GENERAL FUND

DEPARTMENTAL REVENUES	2011-2012	2012-2013	2013-2014	2014-2015		PROJECTED YEAR END	2015-2016	
	ACTUAL	ACTUAL	ACTUAL	Y-T-D ACTUAL	CURRENT BUDGET		REQUESTED BUDGET	PROPOSED BUDGET
10-000-48010 REIMBURSED EXPENSE	64,270	51,929	76,105	122,278	100,000	100,000	100,000	100,000
10-000-48030 LIBRARY OVERDUES	5,384	5,056	4,949	4,689	4,500	4,500	4,500	4,500
10-000-48050 LIBRARY NON-RESIDENT FEE	3,100	3,100	2,950	3,110	3,000	3,000	3,000	3,000
10-000-48070 MISCELLANEOUS	17,430	27,013	16,001	40,217	10,000	12,000	10,000	10,000
10-000-48240 FIRE SAFETY HOUSE DONATIONS	0	0	0	0	0	0	0	0
10-000-48360 WRECKER SERVICE	4,965	7,990	7,280	5,285	6,000	6,000	6,000	6,000
10-000-48380 FEMA GRANT	0	0	0	0	0	0	47,500	47,500
10-000-48385 NEBR CRIME COMM GRANT	0	27,692	0	0	0	0	0	0
10-000-48390 ADMINISTRATIVE HANDLING FEE	0	0	75	120	120	120	0	0
10-000-48420 ENERGY GRANT	440	( 440)	0	0	0	0	0	0
10-000-48480 TRANSIT OFFICE SPACE RENT	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600
10-000-48550 FINANCE DEFIB/CARDIAC MONITOR	0	81,295	0	0	0	0	0	0
10-000-48560 FINANCE CAPITAL EQUIPMENT	0	0	0	0	0	0	293,210	293,210
10-000-48570 POLICE GRANTS	3,198	0	0	3,500	4,400	0	0	0
10-000-48620 LIBRARY FOUNDATION	50,000	325,000	527,519	10,000	0	10,000	0	0
10-000-48690 INTER-LIBRARY LOANS	410	260	226	284	0	225	0	0
10-000-48700 GENEALOGY SEARCHES	82	89	52	31	0	50	0	0
10-000-48720 STREET ANNUAL TRAIL EXPENSES	0	0	84,847	0	0	0	0	0
10-000-48730 STR ANNUAL CAP IMPRO PROJ EXP	0	0	274,733	0	0	0	0	0
10-000-48940 FINANCE MINI PUMPER	0	0	0	0	0	0	0	0
10-000-48950 FIRE GRANT THERMAL IMAGE CAMER	0	0	0	0	0	0	0	0
TOTAL OTHER REVENUE	152,880	532,583	998,337	1,206,551	1,511,768	1,512,827	1,512,827	1,512,827
TOTAL GENERAL REVENUE	5,540,795	6,037,669	6,819,339	5,520,221	7,462,994	7,538,788	7,538,788	7,538,788

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10 -GENERAL FUND  
 COUNCIL

DEPARTMENTAL EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	PROPOSED BUDGET
10-004-54970 LEASE PAYMENT	0	0	0	0	0	0	65,000	65,000
10-004-54985 JOINT GRANT WRITER	0	0	2,500	0	0	0	0	0
TOTAL OTHER SERVICES & CHARGES	95,539	93,725	98,354	137,617	122,768	137,162	206,915	206,915
<u>BUDGETED TRANSFERS</u>								
10-004-55620 TRANSFER TO GENERAL FUND RESE	0	0	75,000	75,000	62,500	75,000	75,000	75,000
TOTAL BUDGETED TRANSFERS	0	0	75,000	75,000	62,500	75,000	75,000	75,000
<u>CAPITAL OUTLAY</u>								
10-004-56030 OTHER IMPROVEMENTS	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0	0	0	0
TOTAL COUNCIL	146,726	149,716	229,892	520,617	235,706	270,162	589,915	589,915

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10 -GENERAL FUND  
 POLICE

DEPARTMENTAL EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015		PROJECTED YEAR END	2015-2016		
				CURRENT BUDGET	Y-T-D ACTUAL		REQUESTED BUDGET	PROPOSED BUDGET	
10-005-54950 TRAINING	3,601	3,584	3,870	4,000	3,081	4,000	4,000	4,000	
10-005-54965 EMPLOYEE EVALUATIONS/PHYSICAL	714	707	120	750	525	750	750	750	
TOTAL OTHER SERVICES & CHARGES	111,483	122,014	126,937	144,950	119,857	146,013	142,084	142,084	
<u>BUDGETED TRANSFERS</u>									
10-005-55010 TRANS POLICE RADIO EQUIP RESE	5,000	10,000	10,000	0	0	0	0	0	
TOTAL BUDGETED TRANSFERS	5,000	10,000	10,000	0	0	0	0	0	
<u>CAPITAL OUTLAY</u>									
10-005-56030 OTHER IMPROVEMENTS	0	0	0	0	0	0	0	0	
10-005-56040 MACHINERY & EQUIPMENT	57,988	54,656	1,759	6,200	6,200	6,200	63,000	63,000	
POLICE VEHICLE	2	26,000.00					52,000	<i>Add Car</i>	
RECORDS MANAGEMENT SOFT	0	0.00					11,000		
TOTAL CAPITAL OUTLAY	57,988	54,656	1,759	6,200	6,200	6,200	63,000	63,000	
TOTAL POLICE	1,403,547	1,423,451	1,410,424	1,543,620	1,305,125	1,458,735	1,610,601	1,610,601	

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10 -GENERAL FUND  
 STREET

DEPARTMENTAL EXPENDITURES	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2015-2016	
	ACTUAL	ACTUAL	ACTUAL	Y-T-D	PROJECTED	REQUESTED	
				ACTUAL	YEAR END	BUDGET	PROPOSED
							BUDGET
10-022-54360 RADIO LABOR	0	0	0	0	0	500	500
10-022-54490 DUES & PUBLICATIONS	319	963	613	681	750	1,000	1,000
10-022-54510 SCHOOLS & CONVENTIONS	1,586	1,576	959	1,186	1,500	1,500	1,500
10-022-54605 ADMINISTRATION COSTS	0	0	112,740	0	118,212	128,077	128,077
10-022-54615 MAINTENANCE ASSISTANCE	0	0	53,655	0	58,046	62,219	62,219
10-022-54625 SHARED EQUIPMENT	0	0	26,827	0	25,031	31,110	31,110
10-022-54640 MISCELLANEOUS	109	61	176	233	250	500	500
TOTAL OTHER SERVICES & CHARGES	201,526	221,344	683,713	207,744	424,780	459,891	459,891
<u>BUDGETED TRANSFERS</u>							
10-022-55550 TRANS TO STREET EQUIPMENT RES	0	0	0	0	0	0	0
10-022-55680 TRANS/MCCOOK RECREATIONAL TRA	0	0	0	0	0	0	0
TOTAL BUDGETED TRANSFERS	0	0	0	0	0	0	0
<u>CAPITAL OUTLAY</u>							
10-022-56030 OTHER IMPROVEMENTS	0	0	0	0	0	0	0
10-022-56040 MACHINERY & EQUIPMENT	0	43,595	26,396	0	26,500	93,710	93,710
LOADER PAYMENT #3	0	0	0	0	0	26,500	26,500
PICKUP, 1/2 TON, 4 WHEEL	0	0	0	0	0	28,000	28,000
SNOW PLOW FOR PICKUP	0	0	0	0	0	7,000	7,000
SURPLUS SNOW PLOW TRUCK	0	0	0	0	0	7,210	7,210
MOWER	0	0	0	0	0	25,000	25,000
10-022-56490 ANNUAL WALKING TRAIL COSTS	0	0	84,847	0	0	0	0
TOTAL CAPITAL OUTLAY	0	43,595	111,244	0	26,500	93,710	93,710
TOTAL STREET	770,704	686,498	1,205,412	661,348	987,249	1,100,072	1,100,072

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10 -GENERAL FUND  
 CEMETERY

DEPARTMENTAL EXPENDITURES	2011-2012	2012-2013	2013-2014	2014-2015		PROJECTED YEAR END	2015-2016	
	ACTUAL	ACTUAL	ACTUAL	Y-T-D ACTUAL	CURRENT BUDGET		REQUESTED BUDGET	PROPOSED BUDGET
10-027-54210 INSURANCE	5,070	5,877	6,031	5,225	6,985	5,223	5,928	5,928
10-027-54250 NATURAL GAS	925	1,112	1,266	1,156	1,300	1,300	1,300	1,300
10-027-54260 ELECTRICITY	994	1,084	1,176	1,160	1,200	1,250	1,300	1,300
10-027-54270 WATER & SEWER	34,552	35,127	35,678	30,927	37,000	34,000	37,000	37,000
10-027-54340 VEHICLE LABOR	0	0	0	0	300	0	300	300
10-027-54350 MOWER LABOR	192	0	0	0	100	0	100	100
10-027-54615 STREET MAINTENANCE ASSISTANCE	0	0	( 10,703)	0	( 11,321)	0	0	0
10-027-54625 SHARED EQUIPMENT W/STREET	0	0	( 5,352)	0	( 5,660)	0	0	0
10-027-54640 MISCELLANEOUS	15	15	0	0	150	0	150	150
TOTAL OTHER SERVICES & CHARGES	43,557	45,028	29,908	40,173	31,934	43,653	47,958	47,958
<u>BUDGETED TRANSFERS</u>								
10-027-55020 TRANS/FUTURE CEM LAND ACQUIS	0	0	0	0	0	0	0	0
TOTAL BUDGETED TRANSFERS	0	0	0	0	0	0	0	0
<u>CAPITAL OUTLAY</u>								
10-027-56030 OTHER IMPROVEMENTS	0	0	0	0	0	0	0	0
10-027-56040 MACHINERY & EQUIPMENT	0	23,600	5,000	0	0	0	36,000	36,000
MOWER	0						12,000	
PICKUP 1/2 TON 4 WHEEL	0						18,000	
SOD CUTTER	0						6,000	
TOTAL CAPITAL OUTLAY	0	23,600	5,000	0	0	0	36,000	36,000
TOTAL CEMETERY	143,202	175,764	144,499	140,310	152,832	159,660	208,772	208,772

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10 -GENERAL FUND  
PARKS

DEPARTMENTAL EXPENDITURES	2011-2012	2012-2013	2013-2014	2014-2015		2015-2016	2016-2017
	ACTUAL	ACTUAL	ACTUAL	Y-T-D	PROJECTED	REQUESTED	PROPOSED
			CURRENT	BUDGET	YEAR END	BUDGET	BUDGET
10-028-54160 TRAVEL	1,365	262	583	1,000	163	750	1,000
10-028-54210 INSURANCE	5,787	7,228	5,888	6,721	6,756	6,750	7,425
10-028-54260 ELECTRICITY	9,839	8,079	10,193	10,000	8,487	10,000	10,500
10-028-54270 WATER & SEWER	16,783	23,513	23,888	27,500	22,484	24,000	27,500
10-028-54340 VEHICLE LABOR	0	0	0	200	0	0	200
10-028-54350 MOWER LABOR	0	0	0	100	0	0	100
10-028-54510 SCHOOLS & CONVENTIONS	90	10	315	500	60	300	500
10-028-54615 STREET MAINTENANCE ASSISTANCE	0	0	( 17,301)	( 19,275)	0	0	0
10-028-54625 SHARED EQUIPMENT W/STREET	0	0	( 8,650)	( 9,638)	0	0	0
10-028-54640 MISCELLANEOUS	39	5	58	300	0	0	300
10-028-54830 CONTRACT TRIMMING	0	0	550	1,000	0	750	1,000
TOTAL OTHER SERVICES & CHARGES	34,383	39,577	16,007	18,908	38,349	43,050	49,025
<u>CAPITAL OUTLAY</u>							
10-028-56030 OTHER IMPROVEMENTS	1,211	0	3,441	0	0	0	67,000
PICKUP 1/2 TON 4 WHEEL	0	0	0	0	0	0	25,000
MOWER	0	0	0	0	0	0	25,000
OVERSEEDER	0	0	0	0	0	0	13,000
MOWER TRAILER	0	0	0	0	0	0	2,500
COMMERCIAL LAWN EDGER	0	0	0	0	0	0	1,500
10-028-56040 MACHINERY & EQUIPMENT	0	13,100	0	0	0	0	0
TOTAL CAPITAL OUTLAY	1,211	13,100	3,441	0	0	0	67,000
TOTAL PARKS	158,497	171,941	147,055	163,839	159,093	185,326	266,432

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10 -GENERAL FUND  
 BALL PARKS

DEPARTMENTAL EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	CURRENT BUDGET	2014-2015		2015-2016	
					Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	PROPOSED BUDGET
<u>PERSONAL SERVICES</u>								
10-029-51010 SALARIES	30,917	32,491	33,943	35,545	32,743	35,448	33,500	33,500
10-029-51020 SEASONAL HELP	4,285	10,515	5,736	8,000	7,316	8,000	8,000	8,000
10-029-51040 PENSION	1,814	1,873	2,006	2,112	1,945	2,106	1,715	1,715
10-029-51050 OVERTIME	852	864	712	750	21	750	750	750
10-029-51070 SOCIAL SECURITY	<u>2,640</u>	<u>3,227</u>	<u>2,958</u>	<u>3,322</u>	<u>2,906</u>	<u>3,315</u>	<u>3,169</u>	<u>3,169</u>
TOTAL PERSONAL SERVICES	40,508	48,970	45,356	49,729	44,931	49,619	47,134	47,134
<u>SUPPLIES</u>								
10-029-52010 OFFICE SUPPLIES	50	62	76	100	45	75	100	100
10-029-52170 FERTILIZER - CHEMICALS	3,840	4,472	4,760	5,000	4,872	5,000	5,000	5,000
10-029-52210 CONCRETE - GRAVEL	0	0	0	1,000	60	1,000	1,000	1,000
10-029-52230 TOOLS	296	356	79	350	79	350	350	350
10-029-52260 BUILDING MAINTENANCE & SUPPLI	3,444	2,900	3,884	3,000	2,782	3,000	3,500	3,500
10-029-52270 GROUNDS MAINTENANCE	6,361	4,680	6,474	5,000	7,831	8,500	7,000	7,000
10-029-52290 R & M RADIO	0	0	0	100	0	0	100	100
10-029-52430 VEHICLE REPAIRS	200	887	1,356	500	467	500	500	500
10-029-52440 MOWER REPAIRS	288	972	770	600	888	600	600	600
10-029-52450 VEHICLE EXPENSE	1,120	1,468	1,420	1,900	899	1,300	1,900	1,900
10-029-52460 MOWER EXPENSE	1,129	1,941	2,106	2,000	947	1,700	2,000	2,000
10-029-52580 SUPPLIES	14	311	0	650	649	650	650	650
10-029-52750 WOOD FIBER	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4,000</u>	<u>4,000</u>
TOTAL SUPPLIES	16,743	18,050	20,926	20,200	19,520	22,675	26,700	26,700

PT

10 -GENERAL FUND  
RESERVES/CO TREASURER BAL

DEPARTMENTAL EXPENDITURES	2011-2012	2012-2013	2013-2014	2014-2015		2015-2016		
	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	PROPOSED BUDGET
<u>OTHER SERVICES &amp; CHARGES</u>								
10-073-54115 CEMETERY FUTURE LAND ACQUISIT	0	0	0	0	0	0	0	0
10-073-54670 HWY/STREET RESERVE	0	0	0	0	0	0	0	0
10-073-54680 POOL/BATHHOUSE RESERVE	0	0	7,000	23,249	0	0	23,249	23,249
10-073-54690 LIBRARY RESERVE	0	0	0	0	0	0	0	0
10-073-54710 COUNTY TREASURER BALANCE	0	0	0	86,843	0	0	108,029	108,029
10-073-54860 BALL PARK RESERVE	0	0	0	30,780	3,008	3,008	27,772	27,772
10-073-54875 PENSION FORFEITURES RESERVE	351	345	1,927	20,780	2,229	10,774	41,095	41,095
10-073-54880 FIRE EQUIPMENT REPLACEMENT	87,461	842	6,428	0	0	0	0	0
10-073-54890 AMBULANCE REPLACEMENT	20,818	1,067	4,266	0	0	0	0	0
10-073-54905 POLICE RADIO EQUIP RESERVE	0	13,899	0	41,101	1,590	1,590	39,511	39,511
10-073-54910 SENIOR CENTER BLDG MTN RESERV	0	0	0	7,000	0	0	7,000	7,000
10-073-54925 GENERAL FUND RESERVE	0	0	0	575,000	0	0	650,000	650,000
10-073-54960 KELLEY PARK RESTROOM RESERVE	0	0	0	0	0	0	0	0
10-073-54975 AUDITORIUM/COUNCIL CHAMBERS R	1,125	93,682	4,208	2,288	33	986	0	0
TOTAL OTHER SERVICES & CHARGES	109,755	109,835	23,829	787,041	6,861	16,358	896,656	896,656
TOTAL RESERVES/CO TREASURER BAL	109,755	109,835	23,829	787,041	6,861	16,358	896,656	896,656
TOTAL EXPENDITURES	5,587,817	6,114,293	6,903,869	7,532,178	5,546,123	6,434,335	8,380,834	8,380,834
REVENUE OVER/(UNDER) EXPENDITURES	( 33,970)	( 62,532)	24,056	138,633	54,184	1,866,673	54,610	54,610

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20 -SPECIAL REVENUE  
 ACE REVENUE SHARING

DEPARTMENTAL EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	CURRENT BUDGET	2014-2015			2015-2016	
					Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	PROPOSED BUDGET	
<u>SUPPLIES</u>									
20-072-52000 SUPPLIES	0	0	0	0	0	0	0	0	0
TOTAL SUPPLIES	0	0	0	0	0	0	0	0	0
<u>OTHER SERVICES &amp; CHARGES</u>									
20-072-54000 OTHER SERVICES & CHARGES	0	0	0	0	0	0	0	0	0
TOTAL OTHER SERVICES & CHARGES	0	0	0	0	0	0	0	0	0
<u>CAPITAL OUTLAY</u>									
20-072-56030 OTHER IMPROVEMENTS	0	0	0	23,567	0	0	26,701	26,701	26,701
20-072-56480 SKATE PARK COMMITMENT	0	0	0	0	0	0	5,000	5,000	5,000
TOTAL CAPITAL OUTLAY	0	0	0	23,567	0	0	31,701	31,701	31,701
TOTAL ACE REVENUE SHARING	0	0	0	23,567	0	0	31,701	31,701	31,701
TOTAL EXPENDITURES	0	0	0	23,567	0	0	31,701	31,701	31,701
REVENUE OVER/(UNDER) EXPENDITURES	8,137	10,532	4,940	0	8,088	31,701	0	0	0

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70 - ENTERPRISE FUND  
SOLID WASTE - TRANSFER ST

DEPARTMENTAL EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 Y-T-D ACTUAL	PROJECTED YEAR END BUDGET	2015-2016 REQUESTED BUDGET	PROPOSED BUDGET
<u>PERSONAL SERVICES</u>							
70-035-51010 SALARIES	121,534	126,018	126,905	125,096	135,430	138,569	138,569
70-035-51020 SEASONAL HELP	0	0	749	4,127	1,500	1,500	1,500
70-035-51040 PENSION	6,936	7,183	7,621	7,327	7,935	8,154	8,154
70-035-51050 OVERTIME	1,906	6,917	4,565	9,892	9,000	4,000	4,000
70-035-51060 HEALTH OPERATING TRANSFER	51,675	51,675	53,788	57,200	62,400	62,400	62,400
70-035-51070 SOCIAL SECURITY	9,424	10,077	9,981	10,187	10,945	10,805	10,805
TOTAL PERSONAL SERVICES	191,474	201,870	203,610	213,828	227,210	225,428	225,428
<u>SUPPLIES</u>							
70-035-52010 OFFICE SUPPLIES	1,542	1,352	1,151	442	1,500	1,500	1,500
70-035-52070 CONTINGENCY	0	0	0	0	0	54,566	54,566
70-035-52080 PEST CONTROL	350	280	142	144	300	300	300
70-035-52130 CLOTHING ALLOWANCE	325	287	325	0	325	325	325
70-035-52210 CONCRETE - GRAVEL	0	0	0	0	250	250	250
70-035-52230 TOOLS	206	53	278	84	250	250	250
70-035-52260 BUILDING MAINTENANCE & SUPPLI	2,837	2,516	2,482	2,667	2,500	2,500	2,500
70-035-52270 GROUNDS MAINTENANCE	1,265	487	82	1,689	2,000	2,500	2,500
70-035-52290 R & M RADIO	0	0	0	0	0	150	150
70-035-52430 VEHICLE REPAIRS	7,654	9,172	1,749	3,320	5,000	6,000	6,000
70-035-52450 VEHICLE EXPENSE	17,018	17,378	26,259	8,430	12,000	20,000	20,000
70-035-52470 TIRES, CHAINS, & BATTERIES	3,996	2,874	7,497	0	4,000	4,000	4,000
TOTAL SUPPLIES	35,193	34,399	39,966	16,776	28,125	92,341	92,341

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70 -ENTERPRISE FUND  
 SOLID WASTE - TRANSFER ST

DEPARTMENTAL EXPENDITURES	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2015-2016	
	ACTUAL	ACTUAL	ACTUAL	Y-T-D	PROJECTED	REQUESTED	
				ACTUAL	YEAR END	BUDGET	PROPOSED
			CURRENT			BUDGET	BUDGET
			BUDGET				
<u>BUDGETED TRANSFERS</u>							
70-035-55630 TRANS STAT EQUIP RESERVE	0	0	0	0	0	0	0
70-035-55740 TRANSFER TO SOLID WASTE RESER	0	0	0	0	0	0	0
70-035-55750 TRANSFER TO ADMINISTRATION	35,000	35,000	35,000	29,168	35,000	35,000	35,000
TOTAL BUDGETED TRANSFERS	35,000	35,000	35,000	29,168	35,000	35,000	35,000
<u>CAPITAL OUTLAY</u>							
70-035-56030 OTHER IMPROVEMENTS	0	0	0	0	0	0	0
70-035-56040 MACHINERY & EQUIPMENT	10,000	23,000	172,297	102,668	112,668	43,005	43,005
LOADER PAYMENT	0	0	0	0	0	10,000	10,000
TRAILER PAYMENT #1	0	0	0	0	0	20,005	20,005
AXLE SCALES	0	0	0	0	0	13,000	13,000
70-035-56040068 MACHINERY & EQUIPMENT	0	0	0	0	0	0	0
70-035-56999 ASSET EXPENSE	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	10,000	23,000	172,297	102,668	112,668	43,005	43,005
TOTAL SOLID WASTE - TRANSFER ST	814,560	781,785	934,677	902,809	946,273	982,727	982,727
TOTAL EXPENDITURES	814,560	781,785	934,677	902,809	946,273	982,727	982,727
REVENUE OVER/(UNDER) EXPENDITURES	114,534	( 49,599)	15,558	97,062	162,203	25,057	25,057

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70 - ENTERPRISE FUND  
 WATER BOND & INTEREST RED

DEPARTMENTAL EXPENDITURES	2011-2012	2012-2013	2013-2014	2014-2015		2015-2016
	ACTUAL	ACTUAL	ACTUAL	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET
<b>OTHER SERVICES &amp; CHARGES</b>						
70-051-54545 FINANCE EQUIPMENT	0	0	0	0	0	300,000
70-051-54580 BOND/LOAN PAYMENT	666,376	518,359	516,060	592,562	592,562	511,263
70-051-54635 BOND/SRF LOAN PAYMENT RESERVE	0	0	0	0	0	899,127
70-051-54640 MISCELLANEOUS	0	0	0	0	0	29,983
70-051-54745 BOND PAYMENT RESERVE	0	0	0	0	0	500,000
70-051-54870 INTEREST EXPENSE	0	0	0	0	0	0
<b>TOTAL OTHER SERVICES &amp; CHARGES</b>	<b>666,376</b>	<b>518,359</b>	<b>516,060</b>	<b>592,562</b>	<b>592,562</b>	<b>2,240,373</b>
<b>TOTAL WATER BOND &amp; INTEREST RED</b>	<b>666,376</b>	<b>518,359</b>	<b>516,060</b>	<b>592,562</b>	<b>592,562</b>	<b>2,240,373</b>
<b>TOTAL EXPENDITURES</b>	<b>666,376</b>	<b>518,359</b>	<b>516,060</b>	<b>592,562</b>	<b>592,562</b>	<b>2,240,373</b>
REVENUE OVER/(UNDER) EXPENDITURES	256	95	1,770,849	0 ( 142,831)	1,729,110	0

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70 - ENTERPRISE FUND

DEPARTMENTAL REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	CURRENT BUDGET	2014-2015		PROJECTED YEAR END	REQUESTED BUDGET	2015-2016 PROPOSED BUDGET
					Y-T-D ACTUAL				
<u>SEWER MAINTENANCE &amp; OPERA</u>									
<u>PUBLIC UTILITIES</u>									
70-058-45010 SEWER COLLECTIONS	1,296,678	1,346,981	1,333,769	1,306,725	1,241,582	1,343,227	1,306,725	1,306,725	1,306,725
70-058-45030 SEWER SUNDRY	1,790	1,100	1,030	1,300	1,155	1,300	1,300	1,300	1,300
70-058-45040 SEWER TAPS	150	100	200	200	50	100	200	200	200
70-058-45160 SEWER ADMINISTRATIVE FEE	19,184	21,803	21,353	20,000	17,816	21,000	20,000	20,000	20,000
TOTAL PUBLIC UTILITIES	1,317,802	1,369,984	1,356,352	1,328,225	1,260,604	1,365,627	1,328,225	1,328,225	1,328,225
<u>USE OF MONEY &amp; PROPERTY</u>									
70-058-46000 INTEREST EARNINGS	6,715	3,616	3,926	3,300	3,769	4,000	3,300	3,300	3,300
TOTAL USE OF MONEY & PROPERTY	6,715	3,616	3,926	3,300	3,769	4,000	3,300	3,300	3,300
<u>INTERFUND TRANSFERS</u>									
70-058-47120 SALES TAX	0	0	0	0	0	0	0	0	0
70-058-47160 CAPITAL PROJECTS/SALES TAX	0	0	0	0	0	0	0	0	0
70-058-47310 SPECIAL ASSESSMENTS	0	0	0	0	0	0	0	0	0
70-058-47390 TRANS FROM INS REIMBURSEMENTS	0	0	0	0	8,911	8,911	0	0	0
TOTAL INTERFUND TRANSFERS	0	0	0	0	8,911	8,911	0	0	0
<u>OTHER REVENUE</u>									
70-058-48000 CASH ON HAND	0	0	0	483,761	0	546,563	633,718	633,718	633,718
70-058-48010 REIMBURSED EXPENSE	0	0	0	0	0	300	1,500	1,500	1,500
70-058-48070 MISCELLANEOUS	240	0	8,341	0	0	0	0	0	0
TOTAL OTHER REVENUE	240	0	8,341	483,761	0	546,863	635,218	635,218	635,218
TOTAL SEWER MAINTENANCE & OPERA	1,324,757	1,373,600	1,368,619	1,815,286	1,273,284	1,925,401	1,966,743	1,966,743	1,966,743
TOTAL REVENUES	1,324,757	1,373,600	1,368,619	1,815,286	1,273,284	1,925,401	1,966,743	1,966,743	1,966,743

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70 - ENTERPRISE FUND  
 SEWER MAINTENANCE & OPERA

DEPARTMENTAL EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015		PROJECTED YEAR END	2015-2016	
				CURRENT BUDGET	Y-T-D ACTUAL		REQUESTED BUDGET	PROPOSED BUDGET
<u>PERSONAL SERVICES</u>								
70-058-51010 SALARIES	216,913	227,657	235,091	243,239	228,226	248,972	248,895	248,895
70-058-51020 SEASONAL HELP	3,328	4,028	2,659	4,000	3,040	4,000	4,000	4,000
70-058-51040 PENSION	11,059	11,359	11,441	14,265	11,310	12,210	14,439	14,439
70-058-51050 OVERTIME	1,549	1,294	1,569	3,000	1,438	2,000	3,000	3,000
70-058-51060 HEALTH OPERATING TRANSFER	87,450	87,450	91,025	105,600	96,800	105,600	105,600	105,600
70-058-51070 SOCIAL SECURITY	16,316	17,175	17,668	18,768	17,018	19,123	19,021	19,021
70-058-51120 UNEMPLOYMENT CLAIMS	0	0	0	0	0	0	0	0
<b>TOTAL PERSONAL SERVICES</b>	<b>336,615</b>	<b>348,964</b>	<b>359,453</b>	<b>388,872</b>	<b>357,832</b>	<b>391,905</b>	<b>384,955</b>	<b>394,955</b>

SUPPLIES

70-058-52010 OFFICE SUPPLIES	1,819	2,025	1,776	3,000	1,822	2,343	3,000	3,000
70-058-52030 JANITORIAL SUPPLIES	470	407	463	400	80	400	400	400
70-058-52040 LAB SUPPLIES	942	1,559	1,028	1,800	1,451	1,800	1,800	1,800
70-058-52070 CONTINGENCY	0	0	0	496,768	0	0	659,879	659,879
70-058-52130 CLOTHING ALLOWANCE	556	435	538	700	0	700	700	700
70-058-52160 SAFETY EQUIPMENT	1,022	427	258	500	521	500	500	500
70-058-52170 FERTILIZER - CHEMICALS	2,647	2,368	1,319	4,000	2,703	3,320	3,800	3,800
70-058-52230 TOOLS	893	648	579	1,000	129	1,000	1,000	1,000
70-058-52240 SPARE PARTS INVENTORY	1,721	1,813	2,028	2,000	1,214	2,000	2,000	2,000
70-058-52250 PLANT FUEL	1,182	1,250	1,296	2,000	23	1,300	1,300	1,300
70-058-52260 BUILDING MAINTENANCE & SUPPLI	3,319	2,696	2,826	2,600	2,177	1,837	2,600	2,600
70-058-52270 GROUNDS MAINTENANCE	724	617	796	1,000	349	800	1,000	1,000
70-058-52290 R & M RADIO	131	0	3	200	138	138	200	200
70-058-52330 R & M COLLECTION SYSTEM	1,127	1,319	2,229	3,000	1,067	3,000	3,000	3,000

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FY 2015/2016 PROPOSED PROJECTS

	Proposed Beg Bal	Projected Receipts
Street Improvements	\$ 330,816	\$ 250,000
East "H" Street & East 7th Street	\$ 46,327	\$ 46,327
Wieland Drainage	\$ 70,000	\$ 70,000
Monument Signs	\$ 25,000	\$ 25,000
Promo Signs	\$ 4,539	\$ 4,539
Facilities Bond Pay	\$ -	\$ 605,400
Park Improvements	\$ 6,022	\$ 6,022
Library Carpet	\$ 5,945	\$ 5,945
Kelley Park Restrooms/Storage	\$ 18,400	\$ 18,400
Ball Park Improvements	\$ -	\$ 60,000
Replace Fence Jaycee Complex		
Pool Improvements	\$ 130,000	\$ 84,000
Diving Board Standards	\$ -	\$ 46,000
Street Improvements	\$ 115,532	\$ 150,000
Drainage Improvements	\$ 16,511	\$ 40,000
City Match Downtown Revitalization Grant	\$ 126,544	\$ -
Felling Field Playground Equipment	\$ 3,780	\$ 3,780
Cemetery Trees	\$ 3,251	\$ 3,251
Senior Center Renovations	\$ -	\$ 121,000
Replace 5 garage doors/openers (Street)	\$ -	\$ 27,000
Add'l SRF Sewer Payment (evaluate May 2016)	\$ -	\$ 50,000
Uncommitted	\$ 200,483	\$ 59,600
	\$ 1,103,150	\$ 1,105,000
		\$ 2,208,150

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**CITY MANAGER'S REPORT  
SEPTEMBER 8, 2015 CITY COUNCIL MEETING**

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**ITEM:            4H**

Approve Ordinance No. 2015-2919 providing for the adoption of the 2015/2016 Fiscal Year Employee Classification Pay Plan upon its third and final reading.

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**BACKGROUND:**

The attached ordinance provides for the adoption of the Employee Classification and Pay Plan for FY 2015/2016.

**FISCAL  
IMPACT:**       None.

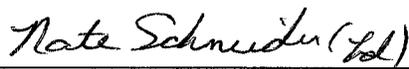
**RECOMMENDATION:**

Approve Ordinance No. 2015-2919 providing for the adoption of the 2015/2016 Fiscal Year Employee Classification Pay Plan upon its third and final reading.

**APPROVALS:**

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

September 3, 2015

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

September 3, 2015

CITY OF MCCOOK  
 CLASSIFICATION AND PAY PLAN  
 FY 2015/2016

<u>(PAY GRADE) POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(S1) Pool Basket Help	6.750	
(S2T) Temporary Seasonal - work less than 90-Days Part-Time Laborer Maintenance Man Part-Time Clerical	9.000 - 10.500	
(3P) Permanent Part-Time Part-Time Clerical Part-Time Transit Driver Senior Center Aide Part-Time Maintenance	9.000 - 10.780	
(S4) Pool Seasonal Pool Manager Assistant Pool Manager Pool Guard	10.200 - 13.000 9.000 - 10.500 8.500 - 10.000	
(5) Clerk (No Review)	8.326 - 12.410	17,318 - 25,816
(10) Assistant Cook	10.881 - 14.725	22,631 - 30,628
(15) Bus Driver (Public Transportation)	11.418 - 16.154	23,748 - 33,601
(20) Head Cook	11.714 - 17.940	24,367 - 37,312
(25) Full-Time Custodial/Maintenance	11.779 - 17.688	
(30) Disposal Plant Operator Trainee (WWTP)	12.230 - 17.309	25,438 - 36,004

<u>(PAY GRADE) POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(35) Clerk II (Public Transit Dispatcher)	12.242 - 17.047	25,464 - 35,459
(40) Circulation Librarian Catalogue/Media Librarian	12.391 - 17.460	25,771 - 36,315
(45) Laborer I	12.825 - 17.506	26,677 - 36,412
(50) Equipment Operator I	12.997 - 17.538	27,034 - 36,480
(55) Public Safety Office Assistant Office Assistant	13.099 - 17.849	27,248 - 37,125
(58) Public Safety Dispatcher (Union)	13.275 - 18.088	27,612 - 37,621
Premium Pay Positions (Public Safety Dispatcher On -Computer Systems Manager	Additional 5% of Base Pay	
(60) Laborer II	13.420 - 18.065	27,913 - 37,573
(65) Disposal Plant Operator WWTP Operator I	13.615 - 18.305	28,319 - 38,077
(70) Equipment Operator II	13.969 - 19.141	29,056 - 39,812
(75) Refuse Collection Driver	14.096 - 19.501	29,318 - 40,560
(80) Administrative Assistant	14.130 - 19.128	29,391 - 39,788
(85) Human Resource Officer	14.153 - 19.919	29,436 - 41,431
(90) Utility Service Technician I	14.267 - 18.900	29,676 - 39,313
(95) Assistant Mechanic	14.347 - 20.215	29,840 - 42,049

<u>(PAY GRADE) POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>	
(100) Juvenile Services Librarian	14.495 - 18.717	30,151	- 38,933
(105) Disposal Plant Operator II	14.907 - 19.827	31,007	- 41,240
(110) Chief Dispatcher	14.964 - 19.977	31,126	- 41,550
(115) Utility Service Technician II	15.775 - 21.268	32,814	- 44,238
(120) Equipment Operator III Tractor-Trailer Operator	15.800 - 21.304	32,863	- 44,311
(125) Cemetery Sexton	15.891 - 22.115	33,053	- 45,998
(130) Maintenance/Groundskeeper II	16.019 - 21.051	33,317	- 43,788
(135) Mechanic	16.200 - 21.954	33,696	- 45,666
(140) Disposal Plant Operator III Water Plant Operator I	16.200 - 21.715	33,696	- 45,167
(145) Deputy City Clerk	16.235 - 22.493	33,767	- 46,785
(150) Patrol Officer (42 hour) (Union)	17.380 - 23.627	37,955	- 51,605
Premium Pay Positions (Patrol Officer Only)			
-Firearms Instructor			
-Evidence Custodian			
-Training Officer/Self Defense Instructor			
-Computer Systems Manager			
-Field Training Officer			
(155) Detective (42 hour) (Union)	19.292 - 26.759	42,134	- 58,443
(160) Water Plant Operator II	19.313 - 25.537	40,170	- 53,116

Additional 5% of Base Pay

<u>(PAY GRADE) POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(165) Police Sergeant (42 hour) Sergeant/Patrol Supervisor	20.238 - 27.091	44,196 - 59,170
(170) Solid Waste Superintendent Public Works Supervisory Library Director Senior Services Director	20.673 - 28.273	43,002 - 58,808
(175) Laborer Foreman	20.696 - 26.692	43,049 - 55,513
(180) Building Inspector/Code Compliance Officer	21.201 - 28.397	44,097 - 59,066
(185) Wastewater Superintendent	21.372 - 28.878	44,452 - 60,064
(190) Airport Maintenance Operator	21.898 - 24.907	45,547 - 51,807
(195) Library Director (Masters Degree)	23.774 - 31.383	49,451 - 65,276
(200) City Clerk (No Review)	24.266 - 31.718	50,469 - 65,975
(205) Utilities Director	26.246 - 35.959	54,591 - 74,796
(210) City Clerk/Treasurer	26.361 - 38.144	54,827 - 79,340
(215) Public Works Director	28.305 - 37.927	58,874 - 78,890
(220) Fire Chief Chief of Police	29.003 - 39.277	60,326 - 81,695

NOTE:  
20 hour/week = 1,040 hour/year  
30 hour/week = 1,560 hour/year  
40 hour/week = 2,080 hour/year  
42 hour/week = 2,184 hour/year  
56 hour/week = 2,912 hour/year

**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
10/01/2015											
-	\$ 14.060	\$ 14.647	\$ 15.063	\$ 15.595	\$ 16.154	\$ 16.703	\$ 17.292	\$ 17.893	\$ 18.518	\$ 19.163	\$ 19.835
09/30/2016											

The pay grid above is for firefighters/paramedics. Firefighters/paramedics/lieutenants will receive 15% more than the salaries shown on this grid. New employees hired as firefighters/EMT-1 will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT-B will receive 12.5% less than the salaries shown on this pay grid.

**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
10/01/2015											
-	\$ 19.682	\$ 20.505	\$ 21.088	\$ 21.833	\$ 22.616	\$ 23.385	\$ 24.209	\$ 25.051	\$ 25.924	\$ 26.830	\$ 27.769
09/30/2016											

The pay grid above is for firefighters/paramedics. New employees hired as firefighters/EMT-1 will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT-B will receive 12.5% less than the salaries shown on this pay grid.