

**AGENDA**  
**MCCOOK CITY COUNCIL**  
**REGULAR MEETING**  
**Monday - January 4, 2016**  
**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 - Rick Stapp, First Church of the Nazarene.
- **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 December 21, 2015 regular City Council meeting.  
010416 minutes
  - B. Receive and file claim for damages from Daryl Banzet and instruct that it be submitted to the City's insurance carrier for review and appropriate action.  
010416 banzet claim
  - C. Receive and file claim for damages from Chris Wagner - Wagner Chevrolet Buick and instruct that it be submitted to the City's insurance carrier for review and appropriate action.  
010416 wagner claim
  - D. Approve the bid specifications for twenty (20) sets of Firefighter Bunker Gear, including Coats and Pants, and set the date to receive bids as January 26, 2016 at 2:00 P.M.  
010416 bunker gear
  - E. Approve the request from the Republican River Runners to utilize city streets and hike/bike trail for their 34 mile road race to be held on Saturday, February 20, 2016, between the hours of 1:00 P.M. and 4:00 P.M.  
010416 runners
- 4. **Regular Agenda.**
  - A. Approve Ordinance No. 2015-2926 approving the Final Planned Development District to be known as Quillan Courts Planned Development District upon its second reading.  
010416 ord 20152926
  - B. Council Comments.
- **Adjournment.**

**CITY MANAGER'S REPORT  
JANUARY 4, 2016 CITY COUNCIL MEETING**

---

**ITEM:**          3A  

Approve the minutes of the December 21, 2015 regular City Council meeting.

---

**BACKGROUND:**

Receive and approve the minutes.

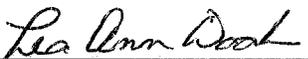
**FISCAL**

**IMPACT:**    None.

**RECOMMENDATION:**

Approve the minutes of the December 21, 2015 regular City Council meeting.

**APPROVALS:**

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

December 31, 2015

MCCOOK CITY COUNCIL  
December 21, 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 Calvin, McDowell, Weedon.

Absent: Councilmember Hepp.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Police Chief Brown, 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 December 17, 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 Brad Brauer, pastor of the Our Savior Lutheran Church and St. Alban's Episcopal 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.**

There were no announcements or recognitions.

**3. Public Hearings:**

- A. Public Hearing - request for a special exception to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook; a part of Willow Grove Precinct 7-3-29 Part of the NW1/4 of the NW1/4, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719; Project Developer - Rick & Lisa Wilcox, Wilcox Well Drilling; Land owner - Joe & Julie Gillespie, Gillespie Veterinary Service, with the City Attorney to act as Hearing Officer.

Upon a motion by Councilmember Calvin, seconded by Councilmember Gonzales, the Council voted to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the request for a special exception to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook; a part of Willow Grove Precinct 7-3-29 Part of the NW1/4 of the NW1/4, Red Willow

County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719; Project Developer - Rick & Lisa Wilcox, Wilcox Well Drilling; Land owner - Joe & Julie Gillespie, Gillespie Veterinary Service, with the City Attorney to act as Hearing Officer. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedin. NAY: None. ABSENT: Hepp.

The City Attorney offered and received into evidence Exhibit #1 - City Manager's Report dated December 21, 2015 (2 pages); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Ownership list for mailing advanced Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); and Exhibit #5 - minutes of the December 14, 2015 Planning Commission (6 pages).

The following information was presented in the City Manager's Report dated December 21, 2015: "An application for a special exception has been submitted by Wilcox Well Drilling to allow for a commercial business in the AG District. Upon review of the application, it was not specifically stated what the exact business would be. Staff contacted the applicant's real estate agent, Golden Plains Realty, and were informed that the business was a commercial well service business. Essentially, the applicant would be moving their operation from their current location, which is located in the AG District, to the requested location. On review of the Article 7 special exceptions provision, it is stated that the City Council may specially permit commercial uses for a number of purposes. While a well service business is not specifically mentioned, the ordinance does contain a clause which allows for additional commercial businesses to be considered. At the December 14, 2015 Planning Commission, the Commission voted to recommend approval of the special exception. During the Planning Commission meeting, questions were asked about the special exception considerations. Planning Commission members wanted to know what the applicants' plans were for buffering and ingress/egress. The applicants were not present at the meeting to answer the questions due to a family event. It is believed the applicants will be present at the Council meeting to answer special exception questions specific to the application."

Rick Wilcox, Project Developer, addressed the request with the Council. The drive extends to the north to the county road, no traffic will enter directly onto Highway 83; to address buffering, they do not plan to store any equipment along the highway and plan to build a large building to the east for storage, keeping things out of sight; that he had visited with adjacent property owners Tim Walter and Rod Cappel and they had no objections; before making any future changes he would visit with the adjacent property owners to make sure they are okay with them; and that he does not want anything visible to the highway because of security issues.

There being no one else present to comment, upon a motion by Mayor Gonzales, seconded by Councilmember Weedin, 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, Calvin, McDowell, Weedin. NAY: None. ABSENT: Hepp.

- B. Approve the request for a special exception to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook; a part of Willow Grove Precinct 7-3-29 Part of the NW1/4 of the NW1/4, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719; Project Developer - Rick & Lisa Wilcox, Wilcox Well Drilling; Land owner - Joe & Julie Gillespie, Gillespie Veterinary Service; that the granting of the special exception will not adversely affect the public interest; and that satisfactory provisions and arrangements have been made by the applicant concerning Special Exception Considerations a - i.

Councilmember McDowell introduced a motion to approve the Special Exception request from Project Developer - Rick & Lisa Wilcox, Wilcox Well Drilling; Land owner - Joe & Julie Gillespie, Gillespie Veterinary Service to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook; a part of Willow Grove Precinct 7-3-29 Part of the NW1/4 of the NW1/4, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719; that the Council is empowered to grant this special exception; that the granting of the special exception will not adversely affect the public interest; and that satisfactory provisions and arrangements have been made by the applicant concerning the following issues:

- a) ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
- b) off-street parking and loading areas where required, with particular attention to the items in (a) above, and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district;
- c) refuse and service areas, with particular reference to the items in (a) and (b) above;
- d) utilities, with reference to locations, availability and compatibility;
- e) screening and buffering with reference to type, dimensions and character;
- f) signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect and compatibility and harmony with properties in the district;
- g) required yards and other open space;
- h) general compatibility with adjacent properties and other property in the district.
- i) compatibility with the existing and future land use plans in the McCook Comprehensive Plan.

The motion was seconded by Councilmember Calvin, and passed by the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedon. NAY: None. ABSENT: Hepp.

- C. Public Hearing - Consider Clary Subdivision Replat No.3, Lots 1 - 10, Block 1, Lots 1 - 7, Block 2, and West 9<sup>th</sup> Street, a Replat of Part of Lot 2, Block 1, Clary Subdivision, and Lot 2B, a Replat of Part of Lot 1, Block 1, Clary Subdivision; Excepting the East 60 Feet of Lot 2B, which has been dedicated as West 8 ½ Street to the City of McCook with the Recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as Hearing Officer.

Upon a motion by Mayor Gonzales, seconded by Councilmember Weedon, the Council voted to recess as a City Council and convene a public hearing for the purpose of receiving public comment on Clary Subdivision Replat No.3, Lots 1 - 10, Block 1, Lots 1 - 7, Block 2, and West 9<sup>th</sup> Street, a Replat of Part of Lot 2, Block 1, Clary Subdivision, and Lot 2B, a Replat of Part of Lot 1, Block 1, Clary Subdivision; Excepting the East 60 Feet of Lot 2B, which has been dedicated as West 8 ½ Street to the City of McCook with the Recording of Clary Subdivision Replat No. 2, all in the City

of McCook, Red Willow County, Nebraska, with the City Attorney to act as Hearing Officer. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedon. NAY: None. ABSENT: Hepp.

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated December 21, 2015 (2 pages); Notice of Public Hearing published (1 page); Exhibit #3 - listing of property owners notified of the Public Hearing (2 pages); Exhibit #4 - Resolution No. 2015-24 (1 page); Exhibit #5 - proposed Clary Subdivision Replat No. 3 (1 page); Exhibit #6 - Clary Subdivision Replat No. 3 indicating utilities (1 page); Exhibit #7 - proposed Subdivision Agreement for Quillan Courts, L.L.C. Subdivision Replat No. 3 (8 pages); Exhibit #8 - minutes of the December 14, 2015 Planning Commission meeting.

The following information was presented in the City Manager's Report dated December 21, 2015: "At the Planning Commission meeting in October, the Quillan Courts Redevelopment Plan was presented and approval was recommended and made to and by the City Council. The City Council approved the Plan at its second October meeting. At the November Planning Commission meeting a Preliminary Subdivision Replat and Preliminary Subdivision Agreement was presented and approved for recommendation. The City Council approved both items in November. As part of this project, it is necessary to properly subdivide the property in order to build and locate the single family and duplex structures. An application has been presented asking for the City to consider Replat No. 3, attached to your packets. This particular issue is different from a major subdivision because the Clary Village is in existence and a replat is necessary in order to meet City zoning and subdivision requirements. Along with the approval of the Replat No. 3, it is necessary to enter into a subdivision agreement in order to set the duties and responsibilities of the parties to this project. A final subdivision agreement is included with this item to the Plan for the Planning Commission's consideration. There are several items included in the agreement. First, the parties are in agreement that West 9<sup>th</sup> Street will be accepted by the City as a conforming street. Second, the parties will incorporate the Planned Unit Development Agreement into the Subdivision Agreement. Third, all existing sidewalks will be allowed to remain as is. New sidewalks on the east side of both blocks will be required to follow City of McCook Subdivision requirements. The north side of Block 1 shall have paved sidewalk, but due to drainage concerns, it will be located directly behind the street curb. There will not be sidewalk on the west side of Block 1 as detention ponds will not allow for sidewalk development. The lack of sidewalk should not interfere with the residents of Quillan Courts as there are no structures located on the west side of the Block 1. Staff feels it is important that there is a through sidewalk on the east side of Block 2 to provide one continuous sidewalk from West R Street to West Q Street. ADA approved crosswalks will be part of the project. Fourth, as mentioned, detention ponds are required as part of this project. The ponds will be located on the west side of Block 1. These detention ponds were considered when the Clary Village project was being proposed. The ponds should slow the drainage coming from the new construction. The drainage will still be directed to the end of developed West 10<sup>th</sup> Street, but there should be no increase in the amount of runoff at this location. The Agreement stipulates that the City will not be responsible for the upkeep of the ponds. It also stipulates that no future development will occur on the drainage ponds. Fifth, water and sewer will be part of the project, with it being noted that the water line will run along the east side of Block 2 and the sewer line will run along the west side of Block 1. One fire hydrant will have to be located at the corner of West Q Street and West 9<sup>th</sup> Street. Sixth, the Developer will be responsible for providing street light as outlined in our regulations."

City Manager Schneider reviewed the proposed Clary Subdivision Replat No. 3 plat and the Final Subdivision Agreement for Clary Subdivision Replat No. 3 and also the Planned Unit Development District to be known as Quillan Courts.

Craig Christner, owner of property to the north of North Pointe expressed concerns with drainage onto his property.

There being no one else present to comment, upon a motion by Councilmember Weedon, seconded by Councilmember Calvin, 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, Calvin, McDowell, Weedon. NAY: None. ABSENT: Hepp.

- D. Adopt Resolution No. 2015-24 providing for the creation of Clary Subdivision Replat No.3, Lots 1 - 10, Block 1, Lots 1 - 7, Block 2, and West 9<sup>th</sup> Street, all in the City of McCook, Red Willow County, Nebraska.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to adopt Resolution No. 2015-24 providing for the creation of Clary Subdivision Replat No.3, Lots 1 - 10, Block 1, Lots 1 - 7, Block 2, and West 9<sup>th</sup> Street, all in the City of McCook, Red Willow County, Nebraska. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedon. NAY: None. ABSENT: Hepp.

It was clarified that the retention ponds would be installed during project construction.

- E. Approve the Final Subdivision Agreement for Clary Subdivision Replat No. 3 between the City of McCook, the McCook Economic Development Corporation and Quillan Courts, L.L.C.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to approve the Final Subdivision Agreement for Clary Subdivision Replat No. 3 between the City of McCook, the McCook Economic Development Corporation and Quillan Courts, L.L.C. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedon. NAY: None. ABSENT: Hepp.

- F. Public Hearing - Consider the Preliminary Planned Development District to be known as Quillan Courts Planned Development District, said District to be located between West 10<sup>th</sup> Street and West 8 ½ Street and West R Street and West Q Street (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska), with the City Attorney to act as Hearing Officer.

Upon a motion by Councilmember Weedon, seconded by Councilmember Calvin, the Council voted to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the Preliminary Planned Development District to be known as Quillan Courts Planned Development District, said District to be located between West 10<sup>th</sup> Street and West 8 ½ Street and West R Street and West Q Street (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska), with the City Attorney to act as Hearing Officer. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedon. NAY: None. ABSENT: Hepp.

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated December 21, 2015 (2 pages); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - ownership listing of those receiving advanced Notice of Hearing (2 pages); Exhibit #4 - proposed Ordinance No. 2015-2926 (1 page); Exhibit #5 - Planning Commission Resolution No. PC2015-08 (1 page); Exhibit #6 - Planned Unit Development Agreement for Quillan Courts Project (5 pages); and Exhibit #7 - minutes of the December 14, 2015 Planning Commission meeting (6 pages).

The following information was presented in the City Manager's Report dated December 21, 2015: "This agenda item refers to a final zoning issue necessary to accommodate the Quillan Courts project. The location of this project is in the Clary Subdivision to the City of McCook. The City is running this request simultaneous to a Replat and Subdivision request from the developer, Quillan Courts, L.L.C. As such, the designations used for this report will refer to Clary Subdivision Replat No. 3. Clary Subdivision is in the Residential Medium (RM) District. The developer wishes to construct six residential buildings on Proposed Block 1 and four residential buildings on Proposed Block 2 in Proposed Clary Subdivision Replat No. 3. Diagrams depicting the location of the units are included with this report. The Planned Development District includes improvements such as sanitary sewer, water, sidewalk, and drainage improvements. No streets are being considered as part of this project. The City has been petitioned by the Economic Development Corporation to find that West 9<sup>th</sup> Street meets City standards. After review, the City has found that West 9<sup>th</sup> Street between West R and West Q Streets meets City standards. The need for the Planned Unit Development District is necessary due to the nature of the residential structures and the proposed lots located on this site. The developer is proposing that the duplex units be placed on individual lots as opposed to one lot for each of the two units. The request would violate lot size and setback requirements. The only practical way to achieve the desired development is to create a Planned Unit Development District. By creating a Planned Unit Development, exceptions can be made to the Residential Medium Density District zoning requirements, assuring enough flexibility to construct the duplexes. A Planned Unit Development District agreement is attached. The preliminary agreement was reviewed and approved by the Planning Commission on November 9, 2015. The City Council approved the preliminary agreement on November 16, 2015. The final agreement was reviewed and recommended for approval on December 14, 2015 by the Planning Commission. The planned unit development would be consistent with the proposed future land use of the Comprehensive Plan."

City Manager Schneider reviewed the Planned Unit Development District agreement and noted that Lot 9 in Block 1 should be included in Subsection a of Section 1.

There being no one else present to comment, upon a motion by Councilmember Weedon, seconded by Councilmember Calvin, 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, Calvin, McDowell, Weedon. NAY: None. ABSENT: Hepp.

- G. Introduce and approve Ordinance No. 2015-2926 approving the Final Planned Development District to be known as Quillan Courts Planned Development District (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska).

Mayor Gonzales introduced Ordinance No. 2015-2926 by title. The Clerk read the Ordinance by title:

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2013-2897 BY DESIGNATING A TRACT OF LAND AS A PLANNED DEVELOPMENT DISTRICT TO BE KNOWN AS "QUILLAN COURTS"; REPEALING CONFLICTING ORDINANCES OR PARTS OF ORDINANCES; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2015-2926 was introduced and read by title only. Motion was made by Mayor Gonzales, seconded by Councilmember Calvin, to approve Ordinance No. 2015-2926 on its first reading and that Lot 9 in Block 1 be included in Subsection a, Section 1 of the Planned Unit

Development Agreement. Upon roll call vote the following Councilmembers voted YEA: Gonzales, Calvin, McDowell, Weedin. NAY: None. ABSENT: Hepp. Motion carried. Whereupon the Mayor declared said Ordinance No. 2015-2926 approved on its first reading.

**4. Consent Agenda.**

A. Approve the minutes of the December 7, 2015 regular City Council meeting.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to approve the minutes of the December 7, 2015 regular City Council meeting. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedin. NAY: None. ABSENT: Hepp.

B. Award the bid for one (1) new 4-wheel drive rubber-tired loader, to be used at the Transfer Station, to Nebraska Machinery in the amount of \$132,225.00, it being the lowest responsible bid.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to award the bid for one (1) new 4-wheel drive rubber-tired loader, to be used at the Transfer Station, to Nebraska Machinery in the amount of \$132,225.00, it being the lowest responsible bid. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedin. NAY: None. ABSENT: Hepp.

C. Approve the recommendation of the Fuel Contract Advisory Committee to continue the Fuel Purchase Agreement, for Calendar Year 2016, with Frenchman Valley Cooperative, Inc. to purchase fuel for government vehicles.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to approve the recommendation of the Fuel Contract Advisory Committee to continue the Fuel Purchase Agreement, for Calendar Year 2016, with Frenchman Valley Cooperative, Inc. to purchase fuel for government vehicles. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedin. NAY: None. ABSENT: Hepp.

D. Approve the application for a Special Designated Liquor License submitted by Schmick's Market, Inc., Liquor License #IDK-084561, for a Rotary Dance/Reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on February 13, 2016 from 4:00 P.M. to 11:59 P.M.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to approve the application for a Special Designated Liquor License submitted by Schmick's Market, Inc., Liquor License #IDK-084561, for a Rotary Dance/Reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on February 13, 2016 from 4:00 P.M. to 11:59 P.M. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedin. NAY: None. ABSENT: Hepp.

E. Approve the application for a Special Designated Liquor License submitted by Schmick's Market, Inc., Liquor License #IDK-084561, for a reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on June 18, 2016 from 4:00 P.M. to 11:59 P.M.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to approve the application for a Special Designated Liquor License submitted by Schmick's Market, Inc., Liquor License #IDK-084561, for a reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on June 18, 2016 from 4:00 P.M. to 11:59 P.M. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedon. NAY: None. ABSENT: Hepp.

- F. Approve the application for a Special Designated Liquor License submitted by the McCook Area Chamber of Commerce for their Annual Banquet to be held at the Kiplinger Arena, 1412 West 5<sup>th</sup> Street, on January 30, 2016 from 12:00 A.M. to 11:59 P.M.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to approve the application for a Special Designated Liquor License submitted by the McCook Area Chamber of Commerce for their Annual Banquet to be held at the Kiplinger Arena, 1412 West 5<sup>th</sup> Street, on January 30, 2016 from 12:00 A.M. to 11:59 P.M. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedon. NAY: None. ABSENT: Hepp.

- G. Approve the renewal of Maintenance Agreement No. 17 between the Nebraska Department of Roads and the Municipality of McCook and authorize the Mayor to sign.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to approve the renewal of Maintenance Agreement No. 17 between the Nebraska Department of Roads and the Municipality of McCook and authorize the Mayor to sign. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedon. NAY: None. ABSENT: Hepp.

- H. Authorize the Mayor to sign the Certificate of Compliance for the 2015 Maintenance Agreement between the City of McCook and the Nebraska Department of Roads.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to authorize the Mayor to sign the Certificate of Compliance for the 2015 Maintenance Agreement between the City of McCook and the Nebraska Department of Roads. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedon. NAY: None. ABSENT: Hepp.

- I. Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2016 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2016 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedon. NAY: None. ABSENT: Hepp.

- J. Receive and file the minutes of the December 14, 2015 Planning Commission meeting.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to receive and file the minutes of the December 14, 2015 Planning Commission meeting. The

motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedin. NAY: None. ABSENT: Hepp.

- K. Adopt Resolution No. 2015-23 approving an amendment to the City of McCook Employee Retirement Plan.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to adopt Resolution No. 2015-23 approving an amendment to the City of McCook Employee Retirement Plan. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedin. NAY: None. ABSENT: Hepp.

- L. Receive and file the claims for the month of November 2015 as published on December 18, 2015.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to receive and file the claims for the month of November 2015 as published on December 18, 2015. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedin. NAY: None. ABSENT: Hepp.

## **5. Regular Agenda.**

- A. Accept BSB Construction, Inc. bid of \$373,877.25 as the lowest responsible bidder for the City of McCook Community Development Block Grant Downtown Improvement Project and authorize the Mayor to execute the necessary paperwork to award the contract subject to approval by the Nebraska Department of Economic Development.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to accept BSB Construction, Inc. bid of \$373,877.25 as the lowest responsible bidder for the City of McCook Community Development Block Grant Downtown Improvement Project and authorize the Mayor to execute the necessary paperwork to award the contract subject to approval by the Nebraska Department of Economic Development. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedin. NAY: None. ABSENT: Hepp.

- B. Approve Ordinance No. 2015-2925 providing for the modification of Article 12, Central Business District, of the McCook Zoning Ordinance, adding funeral homes, funeral chapels, and funeral services as permitted principal structures in the Central Business District (CB) upon its third and final reading.

Ordinance No. 2014-2925 361 entitled, "AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE AMENDMENT OF MCCOOK ZONING ORDINANCE NO. 2013-2897, ARTICLE 12 - CENTRAL BUSINESS DISTRICT (CB), SECTION 1202 - PERMITTED PRINCIPAL USES AND STRUCTURES, ADDING FUNERAL HOMES, FUNERAL CHAPELS, AND FUNERAL SERVICES; PROVIDING FOR THE REPEAL OF ANY AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED", was considered upon its third and final reading.

Ordinance No. 2014-2925 was read by title only and thereafter Councilmember Weedin moved for final passage of the Ordinance, which motion was seconded by Councilmember McDowell. The Mayor then stated the question: "Shall Ordinance No. 2014-2925 be passed and adopted?" Upon

roll call vote the following Councilmembers voted YEA: Gonzales, Calvin, McDowell, Weedin. NAY: None. ABSENT: Hepp. Motion carried. The passage and adoption of said Ordinance having been concurred in by a majority of the Council, the Mayor declared the Ordinance lawfully passed and adopted upon publication as required by law.

- C. Approve the Memorandum of Understanding between McCook Clinic, Community Hospital of McCook, and the city of McCook Fire Department to allow the City of McCook Fire Department to participate in a Community Paramedic Program and authorize the Mayor to sign.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to approve the Memorandum of Understanding between McCook Clinic, Community Hospital of McCook, and the city of McCook Fire Department to allow the City of McCook Fire Department to participate in a Community Paramedic Program and authorize the Mayor to sign. The motion passed upon the following roll call vote: YEA: Gonzales, Calvin, McDowell, Weedin. NAY: None. ABSENT: Hepp.

- D. Receive and file information regarding the activities and successes of the City of McCook Problem Resolution Team.

Police Chief Brown presented and update regarding the activities and successes of the City of McCook Problem Resolution Team.

- E. Council Comments.

Councilmembers wished all a safe and wonderful Holiday Season.

Mayor Gonzales suggested that staff prepare progress report or listing of what has happened within the City in 2015.

▪ **Adjournment.**

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 8:00 P.M.

---

Michael D. Gonzales, Mayor

ATTEST:

---

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT  
JANUARY 4, 2016 CITY COUNCIL MEETING**

---

**ITEM:**            **3B**   

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

---

**BACKGROUND:**

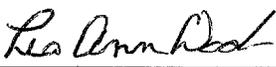
Attached to this report you will find the Notice of Claim received from Daryl Banzet.

**FISCAL  
IMPACT:**     None.

**RECOMMENDATION:**

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

**APPROVALS:**

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

December 29, 2015

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

December 29, 2015



GENERAL LIABILITY INCIDENT FORM

PHONE NO.: 303-831-5239 EMAIL: judy.brent@usi.biz OR FAX (303)831-5295

Name of Company: CITY OF MCCOOK

Incident Information

Date of Incident: 11/26/15 Time of Incident:

Location: McCook, NE Phone Number:

Address:

City: McCook NE State: CO Zip Code: 69001

Name of Person Reporting: Daryl Banzet

Injury

Name: Daryl Banzet DOB: 3-10-82

Address: McCook Jail

City: McCook State: NE Zip Code: 69001

Home Phone: Cell/Work Phone:

Injury: Glasses are missing

Did they seek medical care? YES or NO Any Fatalities: YES or NO

Where were they treated?

Property Damage

Description of property damaged: Pair of prescription glasses

Estimate Value: \$300.00

Claim Details

What Happened: (Give as much detail as possible, include witness information if applicable):

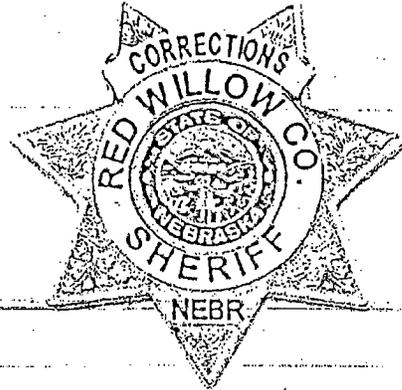
I got arrested and when I got to jail they were gone and have not been seen since

In reviewing video, Mr. Banzet did not have glasses on when he exited the patrol car and never had them here at the jail

Thank you, George

Witness(es) Include written witness statements if applicable.

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_



RED WILLOW CO CORRECTIONS  
 516 NORRIS AVENUE  
 MCCOOK, NE 69001  
 PHONE: (308)345-8682  
 FAX: (308)345-8954

\*\*\*\*\*

FAX TRANSMITTAL

TO: Lori

DEPARTMENT: \_\_\_\_\_

FAX PHONE #: (308)345-1461

FROM: Gerry

DESCRIPTION OF FAX: Paperwork for D.J. Banzet

TOTAL OF PAGES SENT, (INCLUDING COVER SHEET) 3

DATE SENT: 12/16/15 TIME SENT: 1430

CONFIDENTIALITY NOTICE: This facsimile transmission, and any documents accompanying it, may contain confidential information belonging to the sender, and which may in part or whole be protected by state statutes. This information is intended solely for the use of the individual or agency named above. If you are not the intended recipient, you are hereby notified that the disclosure, copying, distribution, or the taking of any action upon the contents of this information is strictly prohibited. If you receive this transmission in error, please notify us immediately by telephone to arrange for the return or destruction of the documents transmitted. Thank you!

**CITY MANAGER'S REPORT  
JANUARY 4, 2016 CITY COUNCIL MEETING**

---

**ITEM:**         **3C**

Receive and file claim for damages from Chris Wagner - Wagner Chevrolet Buick 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 Chris Wagner - Wagner Chevrolet Buick.

**FISCAL  
IMPACT:**     None.

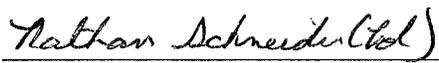
**RECOMMENDATION:**

Receive and file claim for damages from Chris Wagner - Wagner Chevrolet Buick and instruct that it be submitted to the City's insurance carrier for review and appropriate action.

**APPROVALS:**

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

December 31, 2015

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

December 31, 2015



GENERAL LIABILITY INCIDENT FORM

PHONE NO.: 303-831-5239 EMAIL: judy.brent@usi.biz OR FAX (303)831-5295

Name of Company: CITY OF MCCOOK

Incident Information

Date of Incident: 12/10/15 Time of Incident: Between 3:AM & 6:00AM

Location: Wagner Chevrolet Buick Phone Number: 308-345-3500

Address: 201 East B St.

City: McCook State: CO Zip Code: 69001

Name of Person Reporting: Chris Wagner

Injury NONE

Name: DOB:

Address:

City: State: Zip Code:

Home Phone: Cell/Work Phone:

Injury:

Did they seek medical care? YES or NO Any Fatalities: YES or NO

Where were they treated?

N/A

Property Damage

Description of property damaged: 2014 Buick Enclave

Estimate Value: Vehicle Value \$35,000.00 Damages \$4,089.18 (see Estimate)

Claim Details

What Happened: (Give as much detail as possible, include witness information if applicable):

The wind blew the City of McCook's Christmas Decoration (shaped like a Christmas Tree) off the light pole it was mounted on and onto our car lot hitting our 2014 Buick Enclave.

Witness(es) Include written witness statements if applicable.

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

# WEBB BODY SHOP INC.

1406 West 17th, McCook, NE 68001  
 (308) 345-3205  
 Fax: (308) 345-4214  
 Email: webbodyshopinc@hotmail.com  
 Tax ID: 47-0835775

Damage Assessed By: Rich Webb  
 Classification: Field

Deductible: 0.00  
 Claim Number: 17582

Owner: WAGNER CHEVY

Mitchell Service: 911001

Description: 2014 Buick Enclave  
 Body Style: 4D UT  
 VIN: 5GAKVBKD7EJ369883  
 Mileage: 1  
 OEM/ALT: A

Drive Train: 3.6L Inj 6 Cyl AWD

Search Code: B622944

Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING  
 REAR WINDOW DEFOGGER, AIR CONDITIONING, CRUISE CONTROL, TILT STEERING COLUMN  
 AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC  
 LEATHER SEAT, POWER PASSENGER SEAT, FRONT SIDE AIRBAG WITH HEAD PROTECTION  
 ANTI-LOCK BRAKE SYS., TRACTION CONTROL, ALUMINUM WHEELS, REARVIEW CAMERA  
 REMOTE IGNITION, POWER LIFTGATE/TRUNK, TIRE INFLATION/PRESSURE MONITOR  
 MEMORY SEAT, AUXILIARY INPUT, BLUETOOTH WIRELESS CONNECTIVITY, HD RADIO  
 HIGH INTENSITY DISCHARGE HEADLIGHTS, LEATHER STEERING WHEEL, SATELLITE RADIO  
 CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, 4WD OR AWD, PRIVACY GLASS  
 AUTO AIR CONDITION, FIRST ROW BUCKET SEAT, SECOND ROW BUCKET SEAT  
 TELEMATIC SYSTEMS, UNIVERSAL GARAGE DOOR OPENER, THIRD ROW SEAT  
 REAR HEATING, VENTILATION & AIR CONDITIONING, ALL WHEEL DRIVE, SIDE AIRBAGS  
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION  
 INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER  
 DAYTIME RUNNING LIGHTS, DRIVER SEAT WITH POWER LUMBAR SUPPORT  
 ELECTRONIC PARKING AID, ELECTRONIC STABILITY CONTROL, EXTERIOR MEMORY MIRRORS  
 FRONT HEATED SEATS, FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM  
 STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Electrical</u>							
1	102022	MCH	REMOVE/INSTALL	Antenna	-M		0.4
2		BDY	REMOVE/INSTALL	Roof Headliner			2.5
<u>Windshield</u>							
3	102481	GLS	REMOVE/REPLACE	W/Shield Glass	DW01681GTY	602.10	2.5
4	100602	BDY	REMOVE/REPLACE	W/Shield Adhesive	New	30.00	*
<u>Rear Door</u>							
5	101071	REF	BLEND	R Rear Door Outside			C 1.0*
6	101081	BDY	REPAIR	R Rear Door Shell	Existing		1.0*
7	101737	BDY	REMOVE/INSTALL	R Rear Otr Door Belt Moulding			0.2
8	102605	BDY	REMOVE/REPLACE	R Rear Upr Door Adhesive Applique	20940973 GM PART	49.00	0.4
9	101106	BDY	REMOVE/REPLACE	R Rear Door Trim Panel Retainer 4@5.63	11562257 GM PART	22.52	
10	101108	BDY	REMOVE/REPLACE	R Rear Door Trim Panel Retainer 5@11.02	11562258 GM PART	55.10	

ESTIMATE RECALL NUMBER: 12/14/2013 10:11:48 17582

Mitchell Data Version: OEM: NOV\_15\_V  
 MAPP: NOV\_15\_V

Copyright (C) 1994 - 2015 Mitchell International  
 All Rights Reserved

Software Version: 7.1.189

Page 1 of 3

11	101110	BDY	REMOVE/REPLACE	R Rear Door Molshuro Shield	25982596	GM PART	30.67		
12	101130	BDY	REMOVE/INSTALL	R Rear Otr Door Handle				0.3	
13	101182	GLS	REMOVE/REPLACE	R Rear Door Moveable Glass	DD11279YPY		251.65	1.2	
<u>Roof</u>									
14	103912	BDY	REPAIR	Roof Panel	Existing			6.0	
15		REF	REFINISH	Roof Panel Outside				C 3.2	
16	103079	BDY	REMOVE/INSTALL	R Roof Drip Moulding				INC	
17	102619	BDY	REMOVE/INSTALL	L Roof Drip Moulding				INC	
18	101183	BDY	REMOVE/REPLACE	R Frt Roof Moulding	20915836	GM PART	31.90	0.2	
19	101184	BDY	REMOVE/REPLACE	L Frt Roof Moulding	20915837	GM PART	31.90	0.2	
20	101187	BDY	REMOVE/REPLACE	R Rear Roof Moulding	20915838	GM PART	13.93	0.2	
21	101188	BDY	REMOVE/REPLACE	L Rear Roof Moulding	20915839	GM PART	30.38	0.2	
22	102629	BDY	REMOVE/REPLACE	R Roof Moulding Seal	25993755	GM PART	22.45	0.2	
23	102628	BDY	REMOVE/REPLACE	L Roof Moulding Seal	25993755	GM PART	22.45	0.2	
24	101750	BDY	REMOVE/INSTALL	R Roof Luggage Rack				0.4	
25	101751	BDY	REMOVE/INSTALL	L Roof Luggage Rack				0.4	
<u>Sunroof</u>									
26	101253	GLS	REMOVE/INSTALL	Sunroof Glass Panel				0.5	
27	101780	BDY	REMOVE/INSTALL	Roof Glass				2.4	
28	101781	BDY	REMOVE/INSTALL	Sunroof Assy				1.5	
<u>Side Body</u>									
29	102859	REF	BLEND	R Side Body Panel Complete				C 1.8	
30	103565	BDY	REPAIR	R Side Body Panel Assembly	-S	Existing		3.0	
31	101828	BDY	REMOVE/INSTALL	R Upr Roof Drip Moulding				0.3	
32	101775	BDY	REMOVE/INSTALL	R Frt Rocker Moulding				0.4	
33	101830	BDY	REMOVE/INSTALL	R Rear Rocker Moulding				INC	
34	101826	BDY	REMOVE/INSTALL	R Quarter Wheel Opening Flare				0.3	
35	101814	BDY	REMOVE/REPLACE	R Rocker Moulding Clip 6@5.45	11571175	GM PART	32.70		
36	103093	BDY	REMOVE/REPLACE	R Rocker Moulding Clip 3@5.45	11571175	GM PART	16.35		
37	101812	BDY	REMOVE/REPLACE	R Quarter Retainer 6@4.18	16662182	GM PART	25.08		
<u>Quarter Glass</u>									
38	101753	GLS	REMOVE/INSTALL	R Quarter Glass				1.8	
39	103494	BDY	REMOVE/REPLACE	Qtr Glass Adhesive	15				
<u>Rear Lamps</u>									
40	101760	BDY	REMOVE/INSTALL	R Rear Combination Lamp				0.3	
<u>Rear Bumper</u>									
41	101766	BDY	REMOVE/INSTALL	Rear Bumper Assy				1.4	
<u>ADDITIONAL OPERATIONS</u>									
42		REF	ADD'L OPR	Clear Coat				2.0	
<u>ADDITIONAL REFINISH OPERATIONS</u>									
43	933005	BDY	ADD'L OPR	RESTORE CORROSION PROTECTION			5.00 *	0.2*	
44	933007	REF	ADD'L OPR	FILL, SAND AND FEATHER				2.0*	
45	933018	REF	ADD'L OPR	MASK FOR OVERSPRAY			10.00 *		
<u>MISCELLANEOUS</u>									
46	933024	GLS	ADD'L OPR	BROKEN GLASS CLEANUP				0.5*	
<u>Additional Costs &amp; Materials</u>									
47			ADD'L COST	Paint/Materials			450.00 *		
48			ADD'L COST	Hazardous Waste Disposal			4.00 *		

\* - Judgment Item

# - Labor Note Applies

C - Included in Clear Coat Calc

ESTIMATE RECALL NUMBER: 12/14/2015 16:11:48 17582

Mitchell Data Version: OEM: NOV\_15\_V

MAPP: NOV\_15\_V

Copyright (C) 1994 - 2015 Mitchell International

Software Version: 7.1.189

All Rights Reserved

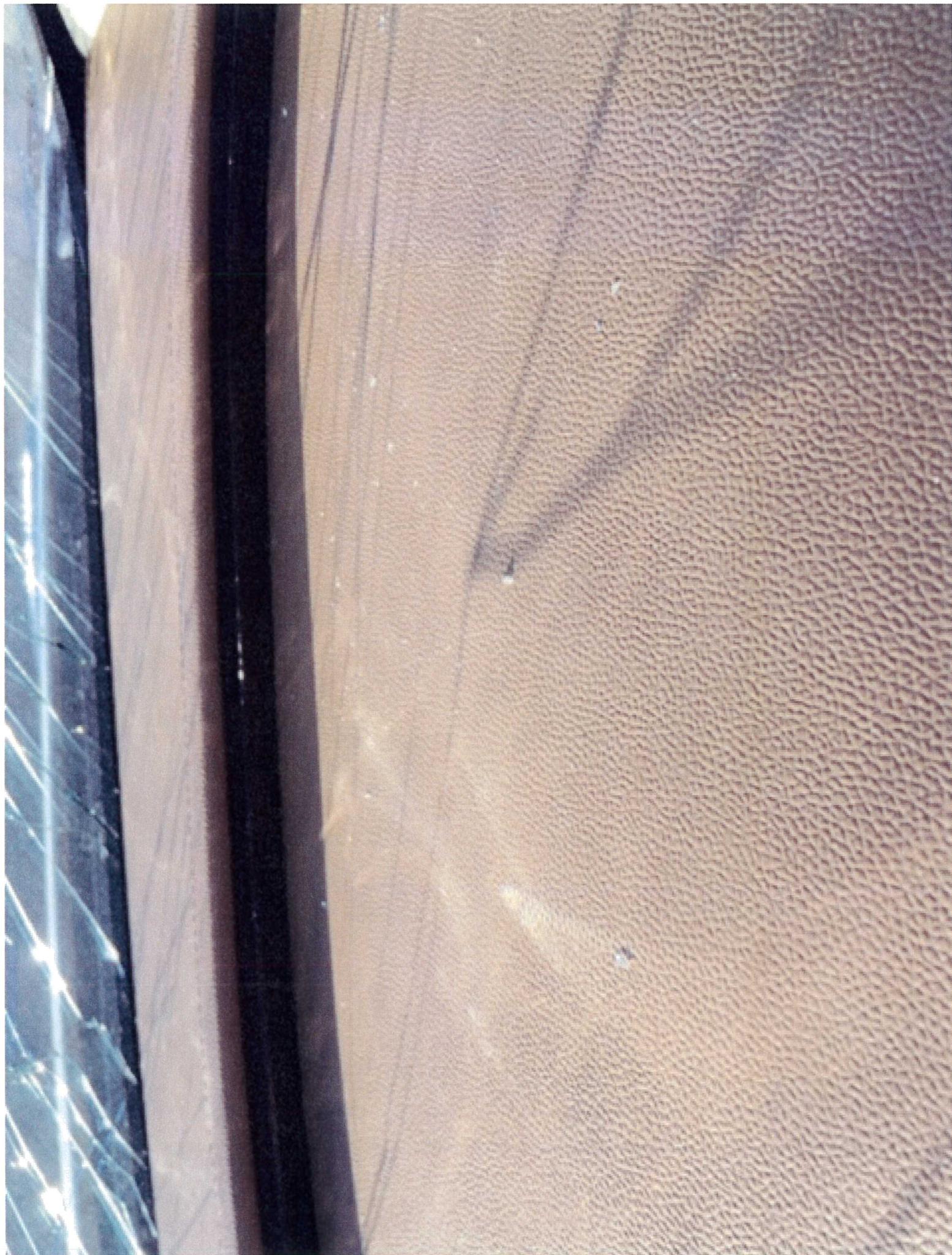
Page 2 of 8











**CITY MANAGER'S REPORT  
JANUARY 4, 2016 CITY COUNCIL MEETING**

---

**RECOMMENDATION:**

- 3D**      **Approve Bid Specifications for Twenty (20) sets of Firefighter Bunker Gear, including Coats and Pants, and set the date to receive bids as January 26, 2016 at 2:00 P.M.**

---

**BACKGROUND:**

The 2015/16 budget for the fire department included funding to replace twenty (20) sets of Firefighter turnout gear including coats and pants. NFPA 1851 is the Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting as established by NFPA and was recently updated. NFPA 1851 states that there is a maximum ten year service life on all firefighter bunker gear, regardless of its use, care, or actual condition.

As a result of NFPA 1851, STANDARD ON SELECTION, CARE, AND MAINTENANCE OF PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING, 2014 Edition, we have 20 sets of turnout gear, including pants, coats, helmets, and boots, that are beyond the ten year life span and need to be properly disposed of and replaced with new turnout gear. Many of these expired sets have been purchased for personnel who needed "custom fit" gear due to size and build. However, many of the expired sets are also currently being used by both volunteer and career staff.

Any time a fire department experiences a significant injury or a line-of-duty-death (LODD) on the fireground, a formal investigation ensues. One of the first items that is investigated and documented is the age and condition of the turnout gear. Although some of our currently expired turnout gear appears to be in good shape, issuing it or using it would put the City of McCook at risk.

The last major purchase of turnout gear was in 2002 when the City of McCook received Assistance to Firefighters (AFG) Grant to replace all of the turnout gear. We have tried to keep up by replacing a few sets each year since then, however, the 2014 NFPA Standard will require us to replace a minimum of 20 complete sets of gear including helmets, boots, pants, and coats.

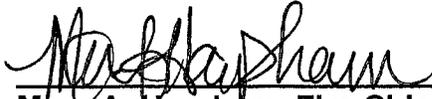
**FISCAL  
IMPACT:**

**None**

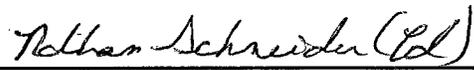
**RECOMMENDATION:**

**Approve Bid Specifications for Twenty (20) sets of Firefighter Bunker Gear, including Coats and Pants, and set the date to receive bids as January 26, 2016 at 2:00 P.M.**

**APPROVALS:**

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

29DEC2015.  
Date

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

\_\_\_\_\_  
Date

**CITY OF MCCOOK  
Fire Department**

**BID SPECIFICATIONS**

**TWENTY (20) NEW SETS OF  
FIREFIGHTER  
BUNKER GEAR**

**JANUARY 4, 2016**

## NOTICE TO BIDDERS

The City of McCook is accepting sealed bids for twenty (20) new sets of Firefighter Bunker Gear. Bids will be accepted by the City Clerk at the McCook City Offices until 2:00 P.M. on January 26, 2016. Specifications and instructions to bidders are on file in the office of the City Clerk.

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

-s-   Lea Ann Doak  
City Clerk  
P.O. Box 1059  
505 West "C" Street  
McCook NE 69001-1059

Publish: January 8, 15, and 22, 2016.

## **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. Delivery.**

- 2.1. Twenty (20) new sets of Firefighter Bunker Gear shall be F.O.B., McCook, Nebraska.
- 2.2. A tax exemption certificate will be furnished by the City of McCook.

### **3. Qualifications of Bidders.**

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

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

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

**5. Bid Form.**

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

**6. Submission of Bids.**

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "TWENTY (20) NEW SETS OF FIREFIGHTER BUNKER GEAR", and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

**7. Modification and Withdrawal of Bids.**

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

**8. Opening of Bids.**

Bids will be opened and (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.

**9. Award of Bid.**

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

- 9.3. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders.
- 9.4. If the bid is to be awarded, it will be awarded to lowest Bidder whose evaluation by the City indicates that the award will be in the best interests of the City.

**GENERAL SPECIFICATIONS  
PROTECTIVE PANTS AND JACKET  
FOR STRUCTURAL FIRE FIGHTING**

**SCOPE**

This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands and feet against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA 1971 and OSHA for structural firefighters' protective clothing.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIZING**

In order to insure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Jackets and Pants shall be available in all sizes and dimensions as follows:

**Pants:**

Gender:	Gender specific Mens and Womens patterns
Waist:	Even sizes
Inseam:	Even sizes

**Jackets:**

Gender:	Gender specific Mens and Womens patterns will be available.
Chest:	Even sizes
Back Length:	Mens 29", 32", 35", 40" Womens 26", 29"
Body Shape:	Mens: Straight and Tapered. Note: The straight cut offers more fullness at the hips (i.e. jacket sweep) and is recommended when an IH Ready trouser is being specified. Womens: Straight
Sleeve:	1" increments

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## OUTER SHELL MATERIAL – JACKETS AND PANTS

The **Kombat Flex™** outer shell shall be constructed of 64/36 Kevlar®/PBI™ twill weave outer shell fabric with an approximate weight of 6.9 oz. per square yard. The Kombat Flex™ material shall be manufactured by TENCATE and must be treated with **SST™ (SUPER SHELL SHELLTITE)** which is a durable water-repellent finish that also enhances abrasion resistance. Color of the garment shall be natural/gold.

MEETS REQUIREMENTS

YES

NO

EXCEPTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## THERMAL INSULATING LINER – JACKET AND PANTS

The thermal liner shall be constructed of 7.8 oz. per square yard TENCATE “**DEFENDER M SL2**”; consisting of two layers of E-89™ spunlaced aramid blend, quilt stitched to a camouflage printed 65% Lenzing FR Rayon, 25% Para-Aramid, and 10% Nylon (spun yarn) blended face cloth. A 7 inch by 9 inch pocket constructed of self material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a single needle stitch. The thermal liner shall be sewn to the moisture barrier and bound around its perimeter with bias-cut Neoprene coated cotton/polyester binding. Further mention of “Thermal Liner” in this specification shall refer to this section.

MEETS REQUIREMENTS

YES

NO

EXCEPTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## MOISTURE BARRIER – JACKETS AND PANTS

The moisture barrier material shall be STEDFAST (**STEDAIR® 3000**) ePTFE moisture barrier is engineered using an E-89™ substrate and BHA Technologies ePTFE membrane, with an approximate weight of 5.5 oz. per square yard. The Stedair bi-component ePTFE membrane is a combination of microporous and monolithic technologies. The moisture barrier material shall meet all moisture barrier requirements of NFPA 1971, which includes water penetration resistance, viral penetration and resistance and common chemical penetration resistance. The moisture barrier shall be sewn to the thermal liner at the edges only and bound with bias-cut neoprene-coated cotton/polyester binding. Further mention of “Specified Moisture Barrier” in this specification shall refer to this section.

MEETS REQUIREMENTS

YES

NO

EXCEPTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SEALED MOISTURE BARRIER SEAMS**

All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tap shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND PANTS**

The thermal liner and moisture barrier shall be completely removable from the jacket and shell. A total of six snap fasteners shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the top most collar. The top most collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearer's skin. Corresponding snaps shall be installed through the moisture barrier leader measuring an approximate height of 1.75 – 2 inches and shall not penetrate through to the outer shell on the backside of the collar. The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners approximately spaced on each jacket facing and Ara-Shield® snap fasteners at each sleeve end. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be placed along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, two per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THERMAL PROTECTIVE PERFORMANCE**

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STITCHING**

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514 and #516. Stitching in all seams shall be continuous. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch. All major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JACKET CONSTRUCTION**

**BODY**

The body of the shell and AXTION® liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **AXTION® BACK**

The jacket outer shell shall include inverted pleats to afford enhanced mobility and freedom of movement in addition to that provided by the AXTION® sleeves. The outer shell shall have two inverted pleats (one each side) installed on either side of the back body panel. The inverted pleats shall begin at the top of each shoulder and extend vertically down the sides of the jacket to the hem. Maximum expansion of the pleats shall occur at the shoulder area and taper toward the hem. Pleats that do not extend to the hem will not be considered, since they do not provide a true AXTION® back.

The moisture barrier and thermal liner layers shall be designed with darts corresponding to the added length in the shell provided by the AXTION® back pleats. The darts are positioned at the shoulder blades, outside of the SCBA straps and work together with the corresponding outer shell pleats in the AXTION® back, providing maximum expansion. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **DRAG RESCUE DEVICE**

A Firefighter Drag Rescue Device shall be installed in each jacket. The ends of a 1 1/2 inch wide strap, constructed of black Kevlar® with a red Nomex® center stripe, will be sewn together to form a continuous loop. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The DRD shall be removable for laundering. The access port will be covered by an outside flap of shell material, with beveled corners designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LINER ACCESS OPENING (JACKET)**

The liner system of the jacket shall incorporate an opening at each of the leading edges of the left and right front panels. This opening shall run a minimum of 12 inches along the perimeters for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be covered and protected by the overflap of the outer shell facing.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_

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

**RETROREFLECTIVE FLOURESCENT TRIM**

The retroreflective fluoresecent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Each jacket shall have an adequate amount of retroreflective fluoresecent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA.

The trim shall be in the following widths and shall be **NYC style**; 3 inch wide stripes – around the bottom of the jacket within approximately 1 inch of the hem, around the back and chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_

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

**REINFORCED TRIM STITCHING**

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by a strip of 3/32 – inch strong, durable, flame resistant black Kevlar® cording to provide a bed for the stitching along each edge of the retroreflective fluoresecent trim surface and affords extra protection for the thread from abrasion. Two rows of stitching used to attach the trim in place shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_

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

**SEWN ON RETROREFLECTIVE LETTERING**

Each jacket shall have either 2 inch or 3 inch lime/yellow 3M Scotchlite™ lettering on a Hanging Letter Patch reading: FF NAME

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER PATCH**

**Hanging Letter Patch**

The hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR Velcro® hook & loop fastener tape.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COLLAR & FREE HANGING THROAT TAB**

The collar shall consist of a minimum four-layer construction and be of one-piece design. There shall be two layers of specified moisture barrier material sandwiched in between two layers of outer shell fabric (see Moisture Barrier section). The forward inside ply of moisture barrier shall be sewn to the inside of the collar along the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements, while maintaining thermal protection. The collar shall be a minimum of 3 inches high and graded to chest size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar back layers of outer shell and moisture barrier shall be joined to the body panels with a minimum of two rows of stitching. The collar front layers of outer shell and moisture barrier fabric shall have a series of 6 snap fasteners spaced equidistant to minimize gaps on lower edge of the collar. The top most collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearer's skin. There shall be 6 corresponding snap fasteners on a moisture barrier leader, which is sewn to the thermal liner system to engage the snaps on the collar. The snaps on the thermal liner system leader will be installed such that they do not penetrate from the outer shell through to the inner layers. This moisture barrier leader on the thermal liner system shall be sandwiched between the underside of the top collar shell fabric and moisture barrier material and the bottom collar shell fabric and moisture barrier material so as to reduce the possibility of liner detachment while donning and doffing.

The throat tab shall be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3 inches wide at the center tapering to 2 inches at each end with a total length of approximately 9 inches.

The throat tab will be attached to the right side of the collar by a 1 inch wide by 1 inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR Velcro® hook and loop fastener tape. The FR Velcro® hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. Two 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape shall be sewn vertically to the inside of each end of the throat tab. Corresponding pieces of FR Velcro® hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on each side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. In order to provide a means of storage for the throat tab when not in use, a 1 inch by 3 inch piece of FR Velcro® hook fastener tape shall be sewn horizontally to the inside of the throat tab immediately under the 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape. The collar closure strap shall fold in half for storage with the FR Velcro® loop fastener tape engaging the FR Velcro® hook fastener tape.

A hanger loop constructed of a double layer of outer shell material shall be sewn to the top of the collar at the center.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **JACKET FRONT**

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 2½ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of Crosstech® 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾" beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## STORM FLAP

A rectangular storm flap measuring approximately 3 inches wide and a minimum of 23 inches long (based on a 32" jacket) shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with bartacks.

MEETS REQUIREMENTS

YES

NO

EXCEPTIONS: \_\_\_\_\_

## STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 22 inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and FR Velcro® fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket facings. The storm flap shall close over the left and right jacket body panels and shall be secured with FR Velcro® fastener tape. A 1½ inch piece of FR Velcro® loop fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1½ inch piece of FR Velcro® hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

MEETS REQUIREMENTS

YES

NO

EXCEPTIONS: \_\_\_\_\_

## CARGO/HANDWARMER EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have a 2 inch deep by 8 inch wide by 8 inch high expansion pocket, double stitched to it and shall be located such that the bottom of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. *The expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven bartacks and pocket flaps shall be reinforced with bartacks. The pocket flaps shall be closed by means of FR Velcro® fastener tape. Two pieces of 1 ½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable

cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort. Shell material linings shall not be considered acceptable.

Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AXTION® SLEEVES**

The sleeves shall be of two piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stove-pipe nor raglan-style sleeve designs will be considered acceptable.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SLEEVE CUFF REINFORCEMENTS**

The sleeve cuffs shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **WRISTLETS / ELASTICIZED ADJUSTABLE SLEEVE WELLS**

Each jacket shall be equipped with **Nomex<sup>®</sup> knit wristlets with thumb loop** not less than 4 inches in length and of double thickness. A loop of 5/8 inch wide black Nomex twill shall be installed on each wristlet. This loop is designed to slip over the thumb and hold the wristlets from riding up the arm. The color of the wristlets shall be grey.

The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR Velcro<sup>®</sup> tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield<sup>®</sup> snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. One of the Ara-shield<sup>®</sup> snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **LINER ELBOW THERMAL ENHANCEMENT**

An additional layer of thermal liner material shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Finished dimension shall be approximately 5 inches by 8 inches. All edges shall be finished by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **LINER SHOULDER AND UPPER BACK THERMAL ENHANCEMENT**

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This full-cut thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5 inches from the juncture of the collar down the back to a depth of 7 inches to provide greater CCHR protection in this high compression area.

The upper back, front and shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **RADIO POCKET**

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR Velcro® fastener tape. A 1½ inch by 3 inch piece of FR Velcro® hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3 inch piece of FR Velcro® loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester impermeable barrier material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 2 inches deep by 3.5 inches wide by 9 inches high and shall be installed on the left chest. Note: radio pocket 6-inch and over in height requires trim.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **NOTCHED RADIO POCKET FLAP**

The radio pocket flap shall be notched to accommodate the radio antenna on the left side as worn.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MICROPHONE STRAP**

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the jacket at the ends only. The size of the microphone strap shall be 1 inch x 3 inches. The microphone strap shall be mounted on the right chest and shall be constructed of double layer outer shell material.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_

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

**SURVIVOR FLASHLIGHT HOLDER**

Each jacket shall be equipped with a "Survivor" flashlight holder. An inward facing metal safety coat hook shall be triple riveted in a vertical position to the upper chest. The inward facing coat hook will accommodate the clip portion of the flashlight. Below the coat hook will be a strap constructed of outer shell material measuring approximately 2½ inches high and 9 inches wide, and will hold the barrel of the flashlight. The lower strap will be equipped with a 1½ inch by 2½ inch FR Velcro® closure at the front of the strap to facilitate easy removal of the flashlight. There shall be approximately 3 inches between the upper coat hook and lower strap. The "Survivor" flashlight holder shall be sewn to the jacket on the right chest.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_

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

**EMBROIDERED AMERICAN FLAG**

Each jacket shall have a Nomex® embroidered American flag that measures approximately 2½ inches by 3½ inches. Flags made of fabric other than Nomex® shall be considered unacceptable. Location of the patch shall be determined by the department.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_

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

**CUSTOM PRINTED PATCH**

The custom patch is printed onto an FR Cotton fabric and features an image of the department patch provided. This vectored image depicts the patch in the exact shape and color as it is designed, portrayed onto a gold background. The patch is sewn onto the garment using a rectangular stitch pattern that is sized according to the patch dimensions. Location of the patch shall be determined by the department.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***PANT CONSTRUCTION***

**BODY**

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIZING**

The pant shall be available in even size waist measurements of two inch increments and shall be available in a range of sizes from 24 to 68. The pant inseam measurement shall be available in two inch increments. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable. Sizing specifically for women shall also be available.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LINER ACCESS OPENING (PANT)**

The combined moisture barrier and the thermal liner shall be completely removable for the pant. The thermal liner and moisture barrier layers of the liner system shall be stitched together and bound around the cuffs, but each layer will be individually bound at the top of the waist. The

binding shall be of Bias-Cut neoprene coated cotton/polyester material for a finished appearance that prevents fraying and wicking of contaminants. The thermal liner and moisture barrier layers are attached at the waist band with a snap one either side and one center snap. Additionally, there shall be four independent snap tabs that secure the moisture barrier layer to the shell to prevent any gapping. The bottom of the liner fly opening shall have a reinforcement of black Nomex® Twill which serves to prevent the liner from tearing in this area which is highly stressed as a result of the constant donning and doffing of the pants.

The liner system of the pant shall incorporate a full length opening along the entire waistline for ease in inspecting the inner layers as well as performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape, and joined together with a snap at the center back. There shall be a minimum of 4 snap tabs sewn to the underside of the waistband, with corresponding snaps in the moisture barrier layer to secure the barrier to the shell. As described previously, the pant thermal layer snaps directly to the independent waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

<b>MEETS REQUIREMENTS</b>	<b>YES</b>	<b>NO</b>
---------------------------	------------	-----------

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETROREFLECTIVE FLUORESCENT TRIM**

The pant shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Bottom of trim band shall be located approximately 3" above cuff.

<b>MEETS REQUIREMENTS</b>	<b>YES</b>	<b>NO</b>
---------------------------	------------	-----------

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REINFORCED TRIM STITCHING**

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by a strip of 3/32 – inch strong, durable, flame resistant black Kevlar® cording to provide a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. Two rows of stitching used to attach the trim in place shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WAISTBAND**

The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material not less than two inches in width. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement to create a three-layer protection. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be serged and unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement so as to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband only serve to save the manufacturer both money and labor and shall be considered unacceptable.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BLACK ARAMID BELT WITH BELT LOOPS**

Each pant shall include a 2 inch wide belt constructed of aramid webbing material with an adjustable hi-temp thermoplastic Delrin buckle serving as the exterior primary positive locking closure. This buckle shall also provide a quick-release mechanism for donning and doffing. The pants shall be equipped with a series of outer shell material belt loops spaced around the waist to accommodate the aramid belt.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ESCAPE BELT WITH BELT LOOPS (OPTIONAL)

There shall be an option for the pant to have an integrated Escape Belt, which is independently certified as meeting the belt requirements of NFPA 1983, Standard on Life Safety Rope and Equipment for Emergency Services. The Escape belt shall be comprised of Kevlar® webbing with a hook and an adjustable D-ring closure, graded for the waist size of the pants. The hook and dee closure system of the Escape Belt also serves as the positive front closure for the pants, eliminating redundant closure systems. The pants shall be equipped with a series of approximately 3 inch by 3 inch outer shell material belt loops spaced around the waist to accommodate the aramid belt.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_

## EXTERNAL / INTERNAL FLY FLAP

The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 ½ inches wide, with a length graded to size based on waist measurement and reinforced with backtacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on waist, shall be sewn to the leading edge of the right front body panel. The inside of the right front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material.

The underside of the outside fly flap shall have a heavy duty zipper and 1½ inch wide by full length flame resistant hook and loop fastener tape. The teeth of the zipper shall be mounted on Nomex® cloth and shall be sewn into the leading edges of the respective left and right front body panels from the crotch area to the waist band. Flame resistant hook and loop fastener tape shall close the flap. The FR loop portion shall be sewn with four rows of stitching to the inside of the leading edge of the external fly flap. The corresponding portion of FR hook fastener tape shall be sewn with four rows of stitching to the right front body panel positioned to engage the loop portion when the external fly flap is in the closed position.

Appropriate snap fastener halves shall be installed at the leading edge of the waistband for the purpose of further securing the pants in the closed position.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_

## **AXTION® KNEE**

The outer shell of the pant legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. The pleats shall be folded to open outwardly towards the side seams to insure no restriction of movement. The AXTION® knee will be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location.

The thermal liner shall be constructed with four pleats per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under knee. The darts in the liner provide a natural bend at the knee. The pleats and darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **LINER KNEE THERMAL ENHANCEMENT**

A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, will be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## KNEE REINFORCEMENTS

The knee area shall be reinforced with a layer of black Dragonhide® material. The knee reinforcement shall be slightly offset to the outside of the leg to insure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure 9 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable. The knee reinforcement specified shall be removable without opening up any seams of the outer shell of the pant.

MEETS REQUIREMENTS

YES

NO

EXCEPTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of Silizone® foam, sandwiched between the outershell and knee reinforcement.

MEETS REQUIREMENTS

YES

NO

EXCEPTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXPANSION POCKETS

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the outseam above the knee and positioned to provide accessibility. *The lower half of each expansion pocket shall be reinforced with a layer of Kevlar® material on the inside.* Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be closed by means of FR Velcro® hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

MEETS REQUIREMENTS

YES

NO

EXCEPTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PANT CUFF REINFORCEMENTS**

The cuff area of the pants shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the leg cuff for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the end of the leg for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PADDED RIP-CORD SUSPENDERS & ATTACHMENT**

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black aramid measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid.

The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments will then fold over and attach to themselves securing the suspender to the pants.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AXTION® SEAT**

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by 2½ inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REVERSE BOOT CUT**

The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIRD PARTY TESTING AND LISTING PROGRAM**

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LABELS**

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

- Compliance to NFPA Standard #1971
- Underwriters Laboratories classified mark
- Manufacturer's name
- Manufacturer's address
- Manufacturer's garment identification number
- Date of manufacture
- Size

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ISO CERTIFICATION / REGISTRATION**

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by checking either "Yes" or "No" in the space provided.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BETTER BUSINESS BUREAU:**

The manufacturer is accredited by the Better Business Bureau, showing a commitment to ethical and principled business practices.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WARRANTY:**

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HOOK AND LOOP SUPPORT PROGRAM**

Support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer providing the garments are otherwise serviceable.

This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIZING BY VENDOR:**

Both male and female sizing samples shall be available.

Both male and female sizing samples shall be on hand for use when sizing. The vendor shall be available to perform all sizing requirements within 96 hours of written notice. Measuring with a tape measure is not acceptable.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **GARMENT TRAINING AND SUPPORT**

OSHA requires employees be trained on the capabilities and limitations of their Personal Protective Equipment. The selected vendor shall provide the following:

On-site care and maintenance training shall be provided by the manufacturer. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion.

An on-site OSHA mandated training class on the Knowing the Limits of Your PPE shall be provided at no charge. The training shall include structural firefighting coat, pant and boots.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **BAR-CODE/RECORD KEEPING INTERFACE**

A 1 dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment.

This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order, and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacture
- Mark-For Data

This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

**MEETS REQUIREMENTS**

**YES**

**NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PPE RECORD KEEPING**

The manufacturer shall make available and no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated.

The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program, and scanning the asset's bar-coded serial number.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXCEPTIONS TO SPECIFICATIONS**

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

**MEETS REQUIREMENTS** **YES** **NO**

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# BID FORM

**NOTE:** All equipment shall be factory-installed and shall be considered to be under factory warranty.

TWENTY (20) NEW SETS OF  
FIREFIGHTER BUNKER GEAR \$ \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_

This Bid Submitted by: \_\_\_\_\_  
(Company Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

**CONTACT PERSON: Marc Harpham, Fire Chief  
at (308)345-5710**

The City of McCook reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part any bid, and to exercise its own judgement as to the best proposal received.

**NOTICE: ANY DEVIATIONS FROM THESE SPECIFICATIONS MUST BE SEPARATELY LISTED. OTHERWISE, IT WILL BE ASSUMED THAT THE BID MEETS THE SPECIFICATIONS IN ALL RESPECTS.**

**NOTICE OF AWARD**

**TO:**

**PROJECT:** Twenty (20) new sets Firefighter Bunker Gear  
City of McCook Fire Department

The City has considered the BID submitted by you for the above described project in response to its Advertisement for Bids and Information for Bidders dated January 4, 2016.

You are hereby notified that your BID has been accepted for this project in the amount of \$

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

Dated this \_\_\_\_\_ day of January, 2016.

**CITY OF MCCOOK**

Marc Harpham  
Fire Chief

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**COMPANY NAME**

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

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

**CITY MANAGER'S REPORT  
JANUARY 4, 2016 CITY COUNCIL MEETING**

---

**ITEM:**          3E  

**RECOMMENDATION:**

**APPROVE THE REQUEST FROM THE REPUBLICAN RIVER RUNNERS TO UTILIZE CITY STREETS AND HIKE/BIKE TRAILS FOR THEIR 34 MILE ROAD RACE TO BE HELD ON SATURDAY FEBRUARY 20, 2016 BETWEEN THE HOURS OF 1:00 P.M. AND 4:00 P.M.**

---

**BACKGROUND:**

This Run for You (V) Relay Race event will begin in Cambridge and move west to McCook. It will consist of 34 miles and include teams of 6-10 runners and/or walkers who will complete approximately 3 miles each. The event is scheduled to conclude at the McCook City Auditorium.

The primary reason for the race is to raise awareness and raise money for prescription sunglasses for every child in our community who has prescription glasses or contacts.

**FISCAL  
IMPACT:**    None.

**RECOMMENDATION:**

**APPROVE THE REQUEST FROM THE REPUBLICAN RIVER RUNNERS TO UTILIZE CITY STREETS AND HIKE/BIKE TRAILS FOR THEIR 34 MILE ROAD RACE TO BE HELD ON SATURDAY FEBRUARY 20, 2016 BETWEEN THE HOURS OF 1:00 P.M. AND 4:00 P.M.**

**APPROVALS:**

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

December 29, 2015

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

December 29, 2015



Republican River Runners

December 22, 2015

City of McCook  
City Council Members  
505 W. C Street  
McCook, NE 69001

To Whom It May Concern:

This is a letter to request permission for the Republican River Runners to host a 34 mile road race on February 20, 2016. The race will be run on a course from Cambridge to McCook, finishing at the McCook City Auditorium. We request permission to use the hike/bike trail and city streets between the hours of 1:00 to 4:00 on that Saturday afternoon. Thanks for your attention to this matter.

If you have any questions, please contact me at (308) 345-1555.

Sincerely,

Stacy R. Priebe  
Republican River Runners

**Waiver: Please read and sign waiver.**

I know that running and walking a race is a potentially hazardous activity. I should not enter and participate unless I am medically able and properly trained. I assume all risks associated with participating in this event, including but not limited to falls; contact with other participants or motor vehicles; the effects of weather, including low temperatures, snow, ice or wet surfaces; and the condition of the course, such risks being known and appreciated by me. Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, release, for myself and my heirs, executors, administrators, legal representatives, assigns and successors in interest, and for my child, if parent or guardian signing on behalf of a participant under the age of 19, and anyone entitled to act on my behalf, waive and release the City of McCook, the Republican River Runners, Lifetime Eye Clinic, Walmart Vision Care and Family Eyecare, and its directors, officers, agents, representatives and employees and any and all sponsors of any level, organizers, volunteers, their representatives and successors from claims or liabilities of any kind arising out of my participation in this event, through that liability may arise out of negligence or carelessness on the part of persons named in this waiver. No reschedule date and no refunds.

- Signature #1: \_\_\_\_\_
- Signature #2: \_\_\_\_\_
- Signature #3: \_\_\_\_\_
- Signature #4: \_\_\_\_\_
- Signature #5: \_\_\_\_\_
- Signature #6: \_\_\_\_\_
- Signature #7: \_\_\_\_\_
- Signature #8: \_\_\_\_\_
- Signature #9: \_\_\_\_\_
- Signature #10: \_\_\_\_\_

Mail registration forms to:  
Lifetime Eye Care  
218 West D  
McCook, NE 69001

**Republican River Runners**

Contact:

Rob Stamm, 308-737-1904  
Stacy Priebe, 308-340-2610  
Jason Hauxwell, 308-340-1546

For more information about Run for You (V) and Republican River Runners, visit our website:  
[www.republicanriverrunners.org](http://www.republicanriverrunners.org)  
or our Facebook page.



Republican River Runners

Republican River Runners and McCook Optometrists' present:

# 2016 Run for You (V) Relay



Saturday, Feb. 20, 2016  
34 Miles - 10 sections  
Cambridge to McCook



Republican River Runners and the McCook Optometrists'

# Run for You (V) Relay Race

## What is the Run for You (V) Relay Race?

Run for You (V) is a 36-mile relay race from Cambridge to McCook. Teams of six to 10-runners and walkers will register, train and prepare for the point-to-point race.

But the primary reason for Run for You (V) is to raise awareness and raise money for prescription sunglasses for every child in our community who has prescription glasses or contacts.

Our children's eyes are not protected from the damaging UV rays that cause cataracts, dry eyes and macular degeneration in later years. This is especially true in children who have to wear glasses

Knowing that more than 70% of the damage to our eyes occurs in the first 20 years of life, it is time to change the fact that almost none of our youth with prescription glasses have adequate sun protection in the form of prescription sunglasses.

The eye doctors in the McCook community—Lifetime Eyecare, Walmart Vision Care and Family Eyecare—are uniting with the running community to create a running relay event to make prescription sunglasses available to every child in our area who wears glasses.

Be apart of this unique, all new event and make a difference in the lives of our youth: Protecting their vision for their lifetime.

# 2016 Run for You (V) Relay Registration

Team name: \_\_\_\_\_

Captain's name: \_\_\_\_\_

Address: \_\_\_\_\_

Birth date: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Team member #2: \_\_\_\_\_

Birth date: \_\_\_\_\_ Phone: \_\_\_\_\_

Team member #3: \_\_\_\_\_

Birth date: \_\_\_\_\_ Phone: \_\_\_\_\_

Team member #4: \_\_\_\_\_

Birth date: \_\_\_\_\_ Phone: \_\_\_\_\_

Team member #5: \_\_\_\_\_

Birth date: \_\_\_\_\_ Phone: \_\_\_\_\_

Team member #6: \_\_\_\_\_

Birth date: \_\_\_\_\_ Phone: \_\_\_\_\_

Team member #7: \_\_\_\_\_

Birth date: \_\_\_\_\_ Phone: \_\_\_\_\_

Team member #8: \_\_\_\_\_

Birth date: \_\_\_\_\_ Phone: \_\_\_\_\_

Team member #9: \_\_\_\_\_

Birth date: \_\_\_\_\_ Phone: \_\_\_\_\_

Team member #10: \_\_\_\_\_

Birth date: \_\_\_\_\_ Phone: \_\_\_\_\_

Fees: (\$25/person or \$200/team): \$ \_\_\_\_\_

Extra donation for RX sunglasses: \$ \_\_\_\_\_

T-Shirt sizes (one per team member):

\_\_\_\_\_ AS \_\_\_\_\_ AM \_\_\_\_\_ AL \_\_\_\_\_ AXL \_\_\_\_\_ 2XL

**When:** Saturday, Feb. 20, 2016

**Check-in:** Heritage Plaza, Cambridge, 8 a.m.

**Relay start time:** 9 a.m.

**What:** A 34-mile relay around Cambridge, along U.S. Highway 6-34, to McCook with 10 legs of approximately 3-miles each.

**End location:** McCook City Auditorium

**Registration instructions:** Complete the team information section, including team member

names, shirt sizes and signatures from each team member. Mail, along with payment, to: Lifetime Eyecare, 218 West D, McCook, NE 69001.

**Teams:** Teams may consist of 6 to 10 runners/walkers. All registrations should be turned in together to create a team. Max: 50 teams.

**Individuals:** Individuals should contact organizer, Rob Stamm, about creating a team or being added to another team. Participants must be 14 or older to run by themselves on the course.

**Vehicles:** Teams are allowed one vehicle at the exchange points and that vehicle must display the provided team number sign in the windshield.

**Registration fee:** \$25 per person, or \$200 per team, which includes a t-shirt for each member.

Make checks payable to Republican River Runners.



**CITY MANAGER'S REPORT  
JANUARY 4, 2016 CITY COUNCIL MEETING**

---

**ITEM:**         **4A**

Approve Ordinance No. 2015-2926 approving the Final Planned Development District to be known as Quillan Courts Planned Development District upon its second reading.

---

**BACKGROUND:**

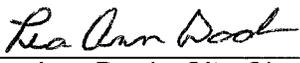
Please refer to the attached City Manager's Report prepared for the December 21, 2015 City Council meeting.

**FISCAL  
IMPACT:**       None.

**RECOMMENDATION:**

Approve Ordinance No. 2015-2926 approving the Final Planned Development District to be known as Quillan Courts Planned Development District upon its second reading.

**APPROVALS:**

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

December 31, 2015

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 MCCOOK CITY COUNCIL MEETING**

ITEM NO. \_\_\_ Public Hearing - Consider the final Planned Unit Development District to be known as Quillan Courts Planned Unit Development District, said District to be located between West 10<sup>th</sup> Street and West 8 ½ Street and West R Street and West Q Street (as diagramed in Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska).

ITEM NO. \_\_\_ Introduce and approve Ordinance No. 2015-2926 approving the Final Planned Unit Development District to be known as Quillan Courts Planned Unit Development District (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska).

---

**BACKGROUND:**

This agenda item refers to a final zoning issue necessary to accommodate the Quillan Courts project. The location of this project is in the Clary Subdivision to the City of McCook. The City is running this request simultaneous to a Replat and Subdivision request from the developer, Quillan Courts, L.L.C. As such, the designations used for this report will refer to Clary Subdivision Replat No. 3. Clary Subdivision is in the Residential Medium (RM) District. The developer wishes to construct six residential buildings on Proposed Block 1 and four residential buildings on Proposed Block 2 in Proposed Clary Subdivision Replat No. 3. Diagrams depicting the location of the units are included with this report. The Planned Development District includes improvements such as sanitary sewer, water, sidewalk, and drainage improvements. No streets are being considered as part of this project. The City has been petitioned by the Economic Development Corporation to find that West 9<sup>th</sup> Street meets City standards. After review, the City has found that West 9<sup>th</sup> Street between West R and West Q Streets meets City standards.

The need for the Planned Unit Development District is necessary due to the nature of the residential structures and the proposed lots located on this site. The developer is proposing that the duplex units be placed on individual lots as opposed to one lot for each of the two units. The request would violate lot size and setback requirements. The only practical way to achieve the desired development is to create a Planned Unit Development District. By creating a Planned Unit Development, exceptions can be made to the Residential Medium Density District zoning requirements, assuring enough flexibility to construct the duplexes.

A Planned Unit Development District agreement is attached. The preliminary agreement was reviewed and approved by the Planning Commission on November 9, 2015. The City Council approved the preliminary agreement on November 16, 2015. The final agreement was reviewed and recommended for approval on December 14, 2015 by the Planning Commission.

The planned unit development would be consistent with the proposed future land use of the Comprehensive Plan.

ORDINANCE NO. 2015-2926

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2013-2897 BY DESIGNATING A TRACT OF LAND AS A PLANNED DEVELOPMENT DISTRICT TO BE KNOWN AS "QUILLAN COURTS"; REPEALING CONFLICTING ORDINANCES OR PARTS OF ORDINANCES; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. In accordance with Article 20 of Ordinance No. 2013-2897 of the City of McCook, Red Willow County, Nebraska, the following described tract of land shall be and is hereby designated as a Planned Development District to be known as "Quillan Courts", to wit:

Clary Subdivision Replat No. 3, Lots One (1) through Ten (10), Block One (1), Lots One (1) through Seven (7), Block Two (2), and West 9<sup>th</sup> Street, of the City of McCook, Red Willow County, Nebraska.

SECTION 2. The City Clerk of the City of McCook, Nebraska is hereby directed to change the official zoning map of the City of McCook, Nebraska to show the above - described tracts of property to have a zoning classification of a Planned Development District as so designated.

SECTION 3. The provisions of Ordinance No. 2013-2897 are hereby amended as provided herein.

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

PASSED AND APPROVED this 21<sup>st</sup> day of December, 2015.

-s- Michael D. Gonzales, Mayor

ATTEST:

-s- Lea Ann Doak, City Clerk

Publish:

Planned Unit Development Agreement For  
Quillan Courts Project  
A Planned Unit Development  
in the City of McCook, Red Willow County, Nebraska

WHEREAS, the McCook Economic Development Corporation ("Owner") and Quillan Courts L.L.C. ("Developer"), being the sole owner and developer for the following described tract of land: A tract of land legally described as Lot 2 in Block 1, Clary Subdivision and Lot 2B a Replat of Part of Lot 1, Block 1, Clary Subdivision, Excepting the east 60 feet of Lot 2B which has been dedicated as West 8 ½ Street to the City of McCook with the recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska.

WHEREAS, the Owner and Developer desire to subdivide the property and to do so, a Planned Unit Development is required;

WHEREAS, the Owner and Developer have met with the City of McCook to review the Planned Unit Development;

WHEREAS, public improvements are necessary to develop the property properly in accordance with the requirements of the City of McCook;

WHEREAS, the Owner and Developer desire to utilize the Planned Development - Overlay District of the McCook City Zoning Regulations for a Planned development District;

WHEREAS, for platting purposes, the Developer and Owner have presented Clary Subdivision Replat No. 3 to the City of McCook for consideration as a major subdivision. The Clary Subdivision Replat No. 3 is attached to this Preliminary Agreement, as evidence of the proposed planned unit development deviations, and is marked as Exhibit "A";

WHEREAS, the area to be developed is located in the City of McCook's Residential Medium Density District (RM) and is subject to the City of McCook zoning regulations;

NOW, THEREFORE, the undersigned Owner, Developer and City of McCook, Nebraska (hereinafter referred to as the "City"), in consideration of the mutual covenants and agreements herein contained, agree as follows.

OWNER, DEVELOPER AND CITY AGREE AS FOLLOWS:

1. That by signing this Planned Unit Development Agreement the Owner and Developer agree to the following:
  - a) That the lots upon which the duplex units are to be located are narrower than the required 50 Feet lots in a Residential Medium Density District. The City agrees to the creation of these narrow lots, none of the lots to be less than 36.17 feet in width. The specific lots contemplated by this agreement are Proposed Lots 1, 2, 4, 5, 6 and 7 of proposed Block 1 and Lots 1, 2, 3 and 4 of proposed Block 2, as described in Exhibit "A".
  - b) That the proposed side yard setbacks located on the south side of Proposed Lot 1 and the proposed side yard setback located on the north side of Proposed Lot 2 in Proposed Block 1 shall be 0 feet, as the duplex unit will be located

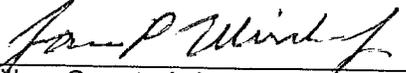
\*Include  
Lot 9

immediately on the proposed lot line to separate the units. A similar agreement is made for Lot 4 and Lot 5 of proposed Block 1, Lot 6 and Lot 7 of proposed Block 1, Lot 9 and 10 of proposed Block 1 and Lot 1 and Lot 2 of Proposed Block 2, and Lot 3 and Lot 4 of Proposed Block 2.

- c) On Block 2, the backyard setback requirements shall be eliminated for Lots 1 through 7, as platted West 10<sup>th</sup> Street will more than likely not be developed in the future. The City acknowledges the extreme topographic and cost considerations that would be required to develop West 10<sup>th</sup> Street. As a result, the parties to this agreement stipulate that the Developer shall not construct any of the structures to extend west beyond the West 10<sup>th</sup> Street east right-of-way line extending from West Q Street to West K Street.
  - d) That the RM District requirement that the maximum lot coverage for all buildings shall not be more than fifty-five (55) percent of the total lot area is waived for all lots which will contain duplex units. Those lots are: Lot 1, 2, 4, 5, 6, 7, 9 and 10 of Block 1 and Lot 1, 2, 3 and 4 of Block 2.
  - e) There shall be a 10 foot (5 foot on each respective lot) utility easement between Lot 2 and Lot 3, Lot 5 and Lot 6 and Lot 8 and Lot 9 of Block 1 and Lot 2 and Lot 3, Lot 4 and Lot 5 and Lot 6 and Lot 7 of Block 2.
2. This Preliminary Planned Unit Development Agreement contains the entire subdivision agreement between the parties, and no statements, promises or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding; this contract may not be enlarged, modified, or altered except in writing signed by both parties and endorsed on this agreement.
3. This agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and shall be binding upon heirs, executors, administrators, and subsequent title owners in interest, devisees, assignees, and successors of the Owner hereto.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

By:   
Jim Ulrich, President of the McCook  
Economic Development Corporation

  
Quillan Courts L.L.C., President

Mike Gonzales, Mayor of the City of McCook

# CLARY SUBDIVISION REPLAT NO. 3

LOTS 1,2,3,4,5,6,7,8,9 and 10 BLOCK 1, LOTS 1,2,3,4,5,6 and 7 BLOCK 2, and WEST 9TH STREET

A REPLAT OF PART OF LOT 2, BLOCK 1, CLARY SUBDIVISION, AND LOT 2B, A REPLAT OF PART OF LOT 1, BLOCK 1, CLARY SUBDIVISION; EXCEPTING THE EAST 60 FEET OF LOT 2B, WHICH HAS BEEN DEDICATED AS WEST 8 1/2 STREET TO THE CITY OF MCCOOK WITH THE RECORDING OF CLARY SUBDIVISION REPLAT NO. 2, ALL IN THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA

**DEDICATION**  
McCook Economic Development Corporation, as it appears on the foregoing Plat and as described in the Surveyor's Certificate is with the fee consent and in consideration of the sum of \$100.00 to be paid by the City of McCook, Nebraska, to the said owner hereby dedicating the street, alley, easements and other open areas to the public use and benefit.

By: JAMES P. URICH, JR. (PRESIDENT)

**ACKNOWLEDGMENT**

Personally appeared before me a Notary Public in and for the State of Nebraska, JAMES P. URICH, JR. of the County of MCCOOK, Nebraska, who acknowledged to me that he executed the foregoing instrument and the acknowledgment hereon for the purposes and consideration therein stated.

Witness my hand and official Seal this 10th day of August, 2015.

My Commission expires 08/10/2017

**PLANNING COMMISSION APPROVAL**

This Plat was duly approved by the City of McCook, Red Willow County, Nebraska Planning Commission on this 10th day of August, 2015

Name: John D. Allen Title: Chairman

**MUNICIPAL APPROVAL**

This Plat was duly approved by the City of McCook, Red Willow County, Nebraska on this 10th day of August, 2015

Name: John D. Allen Title: Mayor

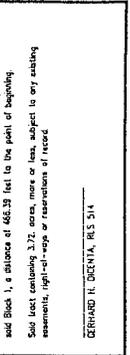
**RECORDING INFORMATION**

This Plat was duly approved by the City of McCook, Red Willow County, Nebraska on this 10th day of August, 2015

Notary Public: John D. Allen Title: Mayor

**SURVEYOR'S CERTIFICATE**  
I hereby state that during the month of August, 2015 I surveyed a tract of land in the City of McCook, Nebraska, and the same is shown on the attached plat. This tract of land will now be referred to as CLARY SUBDIVISION REPLAT NO. 3, and is more particularly described as follows:  
Beginning at the NW corner of Lot 2, Block 1, CLARY SUBDIVISION to the City of McCook, Red Willow County, Nebraska, thence S65°36'31"E along the North line of said Block 1, a distance of 346.63 feet to a point, thence S07°27'24"E a distance of 468.70 feet to a point on the South line of said Block 1, thence N85°37'52"W along the South line of said Block 1, a distance of 346.56 feet to the SW corner of McCook Park, thence S88°36'31"E along the west line of said Block 1, a distance of 468.39 feet to the point of beginning.  
Said tract containing 3.72 acres, more or less, subject to any existing easements, rights-of-way or restrictions of record.

GERHARD H. DIENHA, RES. 514

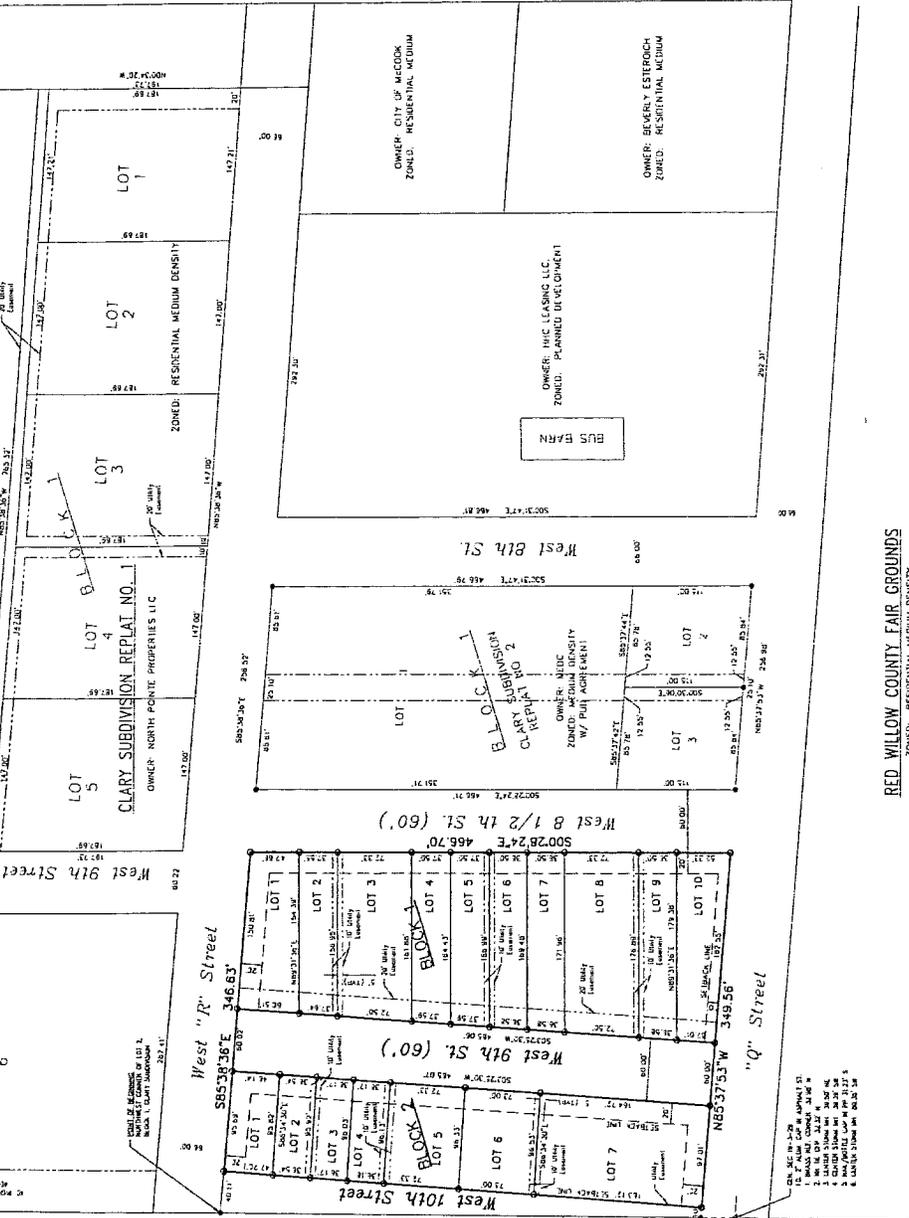


**OWNER**  
McCook Economic Development Corporation  
James P. Urich, Jr. (President)  
McCook, Nebraska 68301

**PLANNED UNIT DEVELOPMENT**  
RESIDENTIAL MEDIUM DENSITY DISTRICT

**SURVEYOR:**  
Miller and Associates Consulting Engineers P.C.  
1100 North 10th Street  
McCook, Nebraska  
308-348-3710

**DEVELOPER:**  
McCook Economic Development Corporation  
1100 North 10th Street  
McCook, Nebraska  
(w/ Withhaven Estates, LLC & MEDCO)



RED WILLOW COUNTY FAIR GROUNDS  
ZONED: RESIDENTIAL MEDIUM DENSITY

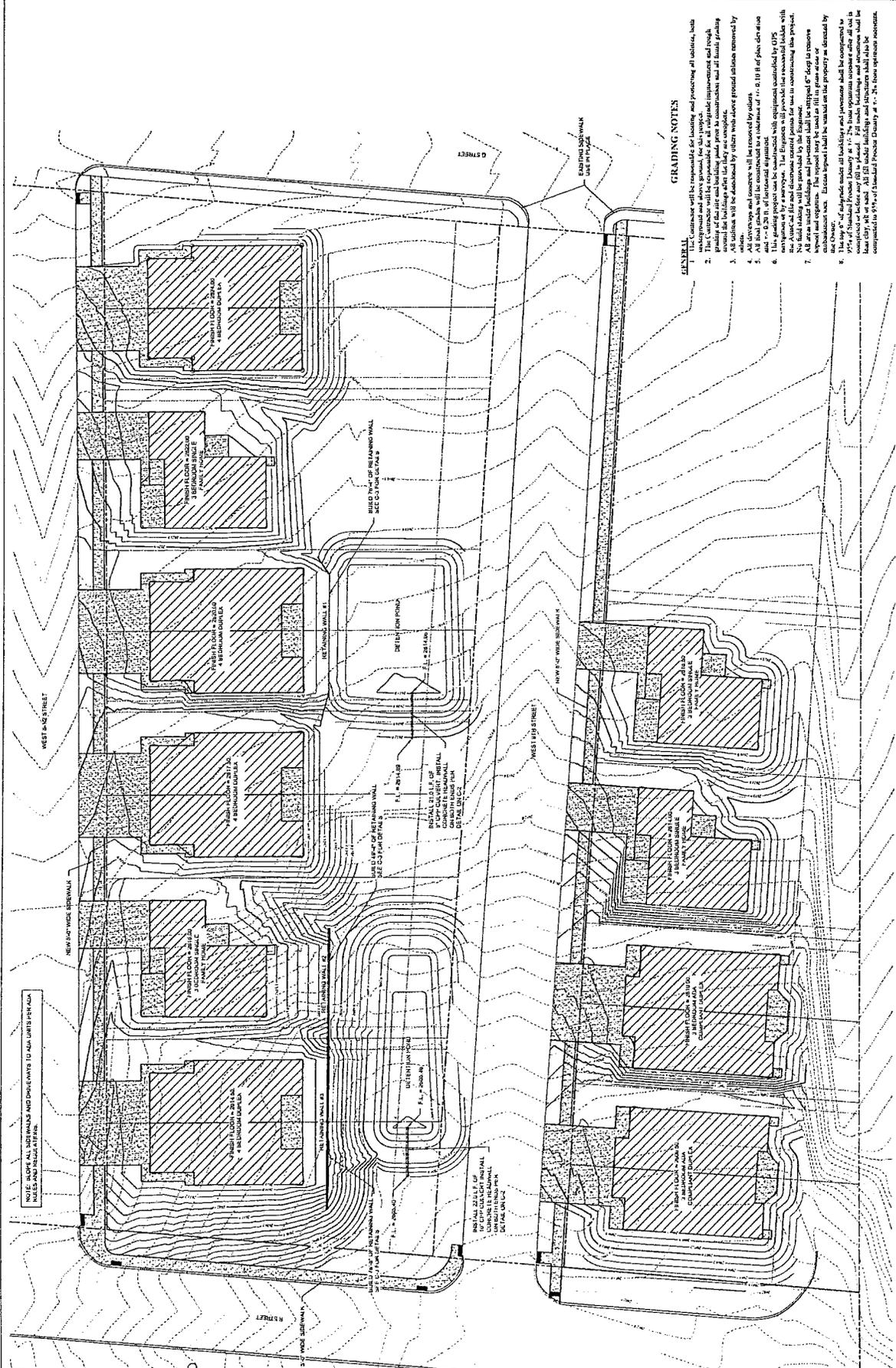


**CONTRACT ENGINEERS, P.C.**  
1100 North 10th Street  
McCook, Nebraska 68301  
308-348-3710  
FAX 308-348-3710  
www.millerandassociates.com  
MA051-2015





DATE: 08/11/18
REVISIONS:
CHECKED:
DRAWN: APT
PROJECT: WDA QUILLAN COURTS



- GENERAL NOTES**
1. The contractor will be responsible for locating and protecting all utilities, both underground and above ground, for this project.
  2. The contractor will be responsible for all accurate measurement and rough grading around the building after the layout is complete.
  3. All utilities will be abandoned by other work above ground unless removed by the Owner.
  4. All surveys and concrete will be removed by others.
  5. All final drains will be constructed to a minimum of 11.0 ft of plan elevation.
  6. The grading project can be constructed with equipment controlled by GPS navigation or by a surveyor. The Engineer will provide the necessary data with the final survey will be provided by the Engineer.
  7. All areas under buildings and pavement shall be stripped 6" deep to remove subgrade soil. Excavation shall be backfill on the property as directed by the Owner.
  8. 95% of Standard Proctor Density at 2% Moisture Content shall be achieved in compacted or better any fill to be placed. Fill under buildings and structures shall be compacted to 95% of Standard Proctor Density at 2% Moisture Content.

NOTE: ABOVE ALL SIDEWALKS AND DRIVEWAYS TO ADA UNITS PER NECA RULES AND REGULATIONS.

