

MCCOOK CITY COUNCIL
040416 agenda (2)
REGULAR MEETING

Monday - April 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.*
 - **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. Proclamations.**
- A. Approve the proclamation designating April 19, 2016 as “Arbor Day” in the City of McCook and authorize the Mayor to sign.
040416 arbor day
 - B. Approve proclamation designating the week of April 10 - 16, 2016 as “Public Transit Week” and authorize the Mayor to sign.
040416 public transit
 - C. Approve the proclamation designating the week of April 10 - 16, 2016 as “National Public Safety Telecommunicators Week” and authorize the Mayor to sign.
040416 public safety
- 4. 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 March 21, 2016 regular City Council meeting.
040416 minutes
 - B. Receive and file minutes of Senior Center Advisory Board dated October 6, 2015 and the Library Advisory Board dated February 10, 2016.
040416 board minutes
 - C. Adopt Resolution No. 2016-07 certifying that the City of McCook is considered to be capable of providing public transportation for its citizens.
040416 transit res
 - D. Receive and file the 2016/2017 Radio Show Schedule.
040416 radio
 - E. Authorize Rich Cappel to block off parking in front of NAPA Auto Parts, located at 215 West “C” Street, on April 18, 19, and 20, 2016, to help facilitate their move into their new building.
040416 napa
 - F. Authorize the Mayor to sign the application for Federal Assistance with the Federal Aviation Administration and all associated paperwork for Project No. 3-31-0052-14-2016, which consists of the construction of a new Six Place Hangar.
040416 fed app

- G. Award the bid for the new Six Place Hangar to Hackel Construction of Ord, Nebraska in the amount of \$586,682.44, that bid being responsive and responsible, as well as fair and reasonable; and further, that the contractor made a good faith effort in attempting to attract Disadvantaged Business Enterprises to bid this project, this motion being subject to the concurrence of award from the FAA and NDA, and receipt of the grant from FAA amounting to 90% of the project cost, and authorize the Mayor to sign all related documents.

040416 hackel

- H. Approve the plans and specifications for the 2016 Street Improvements and set the time and date to receive bids as 2:30 P.M. on April 26, 2016.

040416 street improve

- I. Approve the request from the McCook High School Health Careers Class to host their Humane Society 5k Run/Walk utilizing city streets on Saturday, April 16, 2016 starting at 10:00 A.M.

040416 5k

- J. Adopt Resolution No. 2016-08 granting a Waiver of Payment in Lieu of Taxes to the McCook Housing Agency.

040416 waiver

- K. Approve the specifications for the 2016 Armor Coating Project and set the time and date to receive bids as 2:00 P.M. on April 26, 2016.

040416 armor coating

5. Regular Agenda.

- A. Receive and file a presentation from Craig Bennett and Brenda Jensen of Miller and Associates regarding annexation processes.

040416 annex

- B. Discuss the No U-Turn at the intersection of Norris Avenue and "A" Street.

040416 no uturn

- C. Receive and file presentation from Utility Director Jesse Dutcher.

040416 dutcher

- D. Council Comments.

▪ Adjournment.

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- D. Receive and file the 2016/2017 Radio Show Schedule.

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- G. Award the bid for the new Six Place Hangar to Hackel Construction of Ord, Nebraska in the amount of \$586,682.44, that bid being responsive and responsible, as well as fair and reasonable; and further, that the contractor made a good faith effort in attempting to attract Disadvantaged Business Enterprises to bid this project, this motion being subject to the concurrence of award from the FAA and NDA, and receipt of the grant from FAA amounting to 90% of the project cost, and authorize the Mayor to sign all related documents.
- H. Approve the plans and specifications for the 2016 Street Improvements and set the time and date to receive bids as 2:30 P.M. on April 26, 2016.
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- K. Approve the specifications for the 2016 Armor Coating Project and set the time and date to receive bids as 2:00 P.M. on April 26, 2016.

5. Regular Agenda.

- A. Receive and file a presentation from Craig Bennett and Brenda Jensen of Miller and Associates regarding annexation processes.
- B. Discuss the No U-Turn at the intersection of Norris Avenue and "A" Street.
- C. Receive and file presentation from Utility Director Jesse Dutcher.
- D. Council Comments.

▪ **Adjournment.**

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

ITEM: 3A

RECOMMENDATION:

APPROVE THE PROCLAMATION DESIGNATING APRIL 19, 2016 AS "ARBOR DAY" IN THE CITY OF McCOOK AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

The City of McCook is designating April 19, 2016 as "Arbor Day" to promote the planting of trees in the City. This year we are planning a very special event. We will be planting and dedicating an American Elm that was cloned by Harlan Hamernik from the "Survivor Tree" that survived the Oklahoma City bombing on April 19, 1995. Harlan was a nurseryman from Clarks Nebraska and was known worldwide for his contribution to the nursery industry. Unfortunately Harlan was killed in an accident in 2012. Addie Kinghorn of Metro College who was a dear friend and fellow nurserywoman of Harlan's will be presenting a tribute to Harlan and his efforts.

The event will take place at the McCook Municipal Facility located at 505 West "C" Street beginning at 12:15 p.m.

We have attached two articles with one providing some history on Harlan Hamernik and the other providing some history on "The Survivor Tree".

This event is being planned to make people aware of the importance of trees in our community and the importance of proper care of trees.

In order to promote the planting of trees within our community, the City of McCook would like to promote their tree rebate program which runs from March 28th thru June 10th and then again in the fall from August 29th thru November 25th.

A description of the Tree Rebate Program is attached.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

APPROVE THE PROCLAMATION DESIGNATING APRIL 19, 2016 AS "ARBOR DAY" IN THE CITY OF McCOOK AND AUTHORIZE THE MAYOR TO SIGN.

APPROVALS:



Kyle Potthoff, Public Works Director

March 30, 2016



Nate Schneider, City Manager

March 30, 2016

*Office of the Mayor
McCook, Nebraska*

Proclamation

"ARBOR DAY"

- WHEREAS,** In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal, and
- WHEREAS,** McCook has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices,

NOW, THEREFORE, I, Michael Gonzales, Mayor of the City of McCook, Nebraska, do hereby proclaim April 19, 2016 as the day of celebration of "ARBOR DAY" in the City of McCook, and urge all citizens to plant a tree and to support efforts to protect our trees and woodlands.

Dated this 4th day of April, 2016.

*In witness whereof I have hereunto set by
hand and caused this seal to be affixed.*



Michael Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

The Industry Remembers Harlan Hamernik

October 23, 2012

[Email](#)[Print](#)[Facebook](#)[Google](#)[LinkedIn](#)[Twitter](#)[Pinterest](#)

The plant world lost one of its most knowledgeable and passionate members on Oct. 18, 2012 with the death of Harlan Hamernik, founder of Bluebird Nursery in Clarkson, Neb.

Hamernik, 76, died following an explosion and fire at his home in Clarkson. The cause of the explosion is being investigated, but authorities have ruled out foul play and believe it was accidental.

Hamernik's Life And Legacy

Hamernik and his wife, Shirley, founded Bluebird Nursery in 1958. The nursery now has three locations in Clarkson, growing more than 2,000 varieties of perennials, herbs, grasses and wildflowers. The Hamerniks' three sons, Tom, Chuck and Mike now run the nursery.

While Hamernik was considered one of the most knowledgeable plantmen in the business, his passion to learn more never waned. He went on exploration trips to China, Inner Mongolia and Tibet, searching for new plants to bring back, introducing many of them to American gardeners through Bluebird Nursery. He was also a proponent of plants native to the U.S, and was always interested in learning more about their uses – both in the landscape and otherwise. In just one example, cited by fellow plantsman Allen Bush, Hamernik became interested in the antioxidant properties of *Aronia melanocarpa*, the native black chokecherry. He began growing them for the berries as sustainable row crops long before anyone else in the U.S.

Although he stepped away from running Bluebird Nursery in 2007, Hamernik was not retired. His interest in hardy trees and shrubs led him to open another business, H.H. Wild Plums. He grew native nut trees such as oak, hickory, hazelnut, butternut and wild berries such as persimmon and of course, the chokecherry.

The Industry Reacts

Hamernik's contributions to the horticulture industry were many. Allan Armitage, professor emeritus of

the University of Georgia, says, "As a young professor, many people told me about this man Harlan and how exceptional he and his nursery were. Then I met the man and realized that the word exceptional did not even begin to describe his abilities, his charisma and his work. He was one of the inspirational leaders of this industry, and he certainly inspired me. He will be missed."

Terra Nova Nurseries' President Dan Heims also remembers being inspired by the late plantsman saying,

"I once coined a word: Chlorophylluminati. It refers to the illuminated ones in horticulture. Harlan was one of this cabal. Humble as he was, he'd probably give me flack for making that statement, but he was a gem of the industry. I'd see him at the Perennial Plant Association events, always brimming with news of a new plant that he had brought back from one of his many jaunts in the wild. His demeanor was infectious. 'Look at the size of the flower on this geranium!,' he'd tout. Indeed it was the largest I had ever seen, and the buzz went through the group like hot gossip. He loved, his city, his state. He sought plants that were "Nebraska Hardy" and did a service to gardeners in all Northern climes who had little to choose from the offerings of the day. I know the Denver Botanic Garden had hundreds of Harlan's treasures in its beds.

"I had a speaking gig in Nebraska, and made a point to visit Harlan. I was amazed to see that the catalog offerings were only a fraction of the vast collection of plants in his greenhouses. I was also impressed with the inventions that he pieced together to make the nursery work. He was not afraid to talk about the failures as well, a sign of a confident person. I loved swapping stories of our jaunts and poking through the collection of exotica. I always thought that his title, Mayor, was honorary, until we walked to his favorite café and sat at his table. It seemed like every soul in town knew and respected him. In my faith, we say that a person lives on in the acts of goodness he caused. For Harlan, this will be a long, long time. Rest in peace."

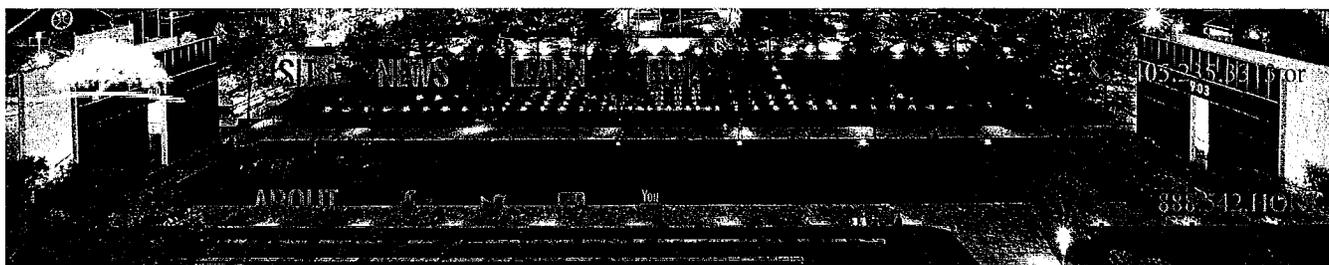
Hamernik's Awards And Recognitions

Despite his many travels to exotic locations, Hamernik loved his native state of Nebraska and was interested in its ecology and plants. He and his sons were long-time members of the Clarkson Volunteer Fire Department, and he served for a time as mayor and on the village board of directors.

Hamernik received numerous national awards, including: The Award of Merit from the Perennial Plant Association, Delegation to Tibet & R.O.C. Departments of Forestry, Fellow of International Plant Propagator's Society, Delegation to Inner Mongolia, guest of R.O.C., Honorary Missouri Master Gardener, Nebraska Small Business Person of the Year, Entrepreneur of the Year Award, Honor Award from the National Soil & Water Conservation Society, University of Nebraska Horticulture Delegation to China, INLA Association Merit Award, Individual Partner Award from Plant Select and many more. In 2012, Hamernik received the Individual Partner Award from Plant Select and the John C. Fremont Pathfinder Award.

He has also received the Distinguished Nurseryman Award, Honorary Member Award and Outstanding NCN of the Year Award from the NNLA.

The list of horticultural organizations that benefitted from Hamernik's time and expertise is long, and includes: BPI, Perennial Plant Association, American Nursery and Landscape Association, Western Nursery and Landscape Association, MNLA, INLA, South and North Dakota Association of Nurseryman, CNLA, Lower Elkhorn Natural Resource District, Hardy Plant Society, American Penstemon Society, American Rock Garden Society, International Plant Propagator's Society, Wholesale Nursery Growers of America, Nebraska Statewide Arboretum Advisory Board and Nebraska Advisory Council for Nebraska.



SURVIVOR TREE

620 N Harvey Ave

Oklahoma City, OK

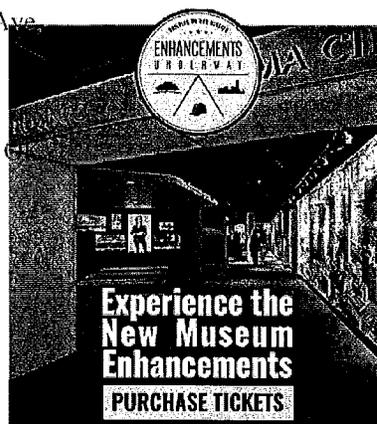
Witness to Tragedy, Symbol of Strength

It is more than 90 years old. An American Elm Tree in the heart of downtown Oklahoma City, it survived the bomb’s blast and witnessed one of the worst terrorist attacks on American soil. Today, we call it the Survivor Tree.

Before the bombing, the tree was important because it provided the only shade in the downtown parking lot. People would arrive early to work just to be able to park under the shade of the tree’s branches.

On April 19, 1995, the tree was almost chopped down to recover pieces of evidences that hung from its branches due to the force of the 4,000 pound bomb that killed 168 and injured hundreds just yards away. Evidence was retrieved from the branches and the trunk of the tree.

When hundreds of community citizens, family members of those who were killed, survivors and rescue workers came together to write the Memorial Mission Statement, one of its resolutions dictated that “one of the components of the Memorial must be the Survivor Tree located on the south half of the Journal Record Building block.”



Experience the Memorial and Museum



Service, Honor & Kindness



Help Fulfill Our Mission



Volunteer Your Time With Us



Recent Posts

- » Merrick Garland
- » Aubrey McClendon
- » 15 Years of Changing Lives
- » Presidents’ Day
- » Register to Run Today!

2016 TREE REBATE PROGRAM

The City of McCook is sponsoring a Tree Rebate Program in an effort to encourage property owners to plant trees. This rebate program, as developed by the McCook Tree Advisory Board, is available to purchasers of trees under the following conditions:

1. The tree(s) must be planted on your property located in the city limits of McCook.
2. Two trees will be rebated per property owner or tenant, per lot, per spring and per fall. A third tree may be purchased and rebated if at least one of the three trees is planted on the terrace street right-of-way in the spring or in the fall. The owner must contact Digger's Hotline at 1-800-331-5666 for locates prior to planting the tree.
3. Trees must be a minimum of six feet (6') high.
4. Trees must be one of the following types:

SHADE TREES:

Amur Corktree
Catalpa
Hackberry
Elm (Dutch Elm Disease Resistant)
Golden Raintree

Maple (Norway, Superform and Emerald Queen)
Kentucky Coffeetree
Linden
Tatarian Maple
Thornless, Seedless Honey Locust

ORNAMENTAL TREES:

Canadian Red Cherry
Flowering Crab Apple
Flowering Hawthorne
Purple Leaf Plum
Callery Pear (Excluding Bradford Pear)
Weeping Cherry
Weeping Mulberry

FOCUS TREE:

Oak (English, White, Heritage or Bur Oak)

5. Trees must be purchased by residents of McCook from McCook businesses.
6. Trees must be purchased between the dates of March 28, 2016 and June 10, 2016 with rebate requests received by June 24, 2016 in the spring. Trees must be purchased between the dates of August 29, 2016 and November 25, 2016 with rebate requests received by December 9, 2016 in the fall.
7. Upon planting the tree, the property owner shall mulch around the base of the tree a diameter of three (3') feet and two (2") inches deep, with a shredded wood or wood chip type mulching material. The cost of this mulching material may be included in the cost of the tree provided that the cost does not exceed the maximum rebate amount.
8. In order to receive a rebate, the purchaser must present a sales slip stating the type, size and cost of the tree to the City Clerk at the McCook City Offices. Upon presenting the sales slip, the purchaser will be required to sign a certification stating that the tree will be planted in accordance with these guidelines.
9. **FOCUS TREE - OAK (ENGLISH, WHITE, HERITAGE OR BUR OAK):** A rebate equal to 75% of the total purchase price of each Oak (price of tree plus price of mulch material), not to exceed \$100.00 per tree (maximum of three trees), will be paid upon meeting the guidelines set out above.
10. **SHADE TREES & ORNAMENTAL TREES:** A rebate equal to 75% of the total purchase price of each shade and ornamental tree (price of tree plus price of mulch material), not to exceed \$75.00 per tree (maximum of three trees), will be paid upon meeting the guidelines set out above.
11. Non residential or any other special exception plantings must be approved by the McCook Tree Advisory Board before the rebate will be offered.

TREE REBATE CERTIFICATION

TODAY'S DATE _____

NAME _____ ADDRESS _____

PHONE NO. _____ MCCOOK, NEBRASKA 69001

TREE #1: TYPE _____

COST OF TREE _____ COST OF MULCH _____ TOTAL _____

TYPE #2: TYPE _____

COST OF TREE _____ COST OF MULCH _____ TOTAL _____

TYPE #3: TYPE _____

COST OF TREE _____ COST OF MULCH _____ TOTAL _____

ADDRESS WHERE TREE(S) WILL BE PLANTED _____
(only if different from address above)

WHERE PURCHASED _____

DATE OF PURCHASE _____

By signing this certificate, the above-named tree purchaser hereby agrees to plant the tree(s) in compliance with the guidelines set out under the Tree Rebate Program of the City of McCook.

Signature _____

Date _____

- FOR OFFICE USE ONLY -

ACCOUNT NO. 10-028-52590

REBATE ## _____

AMOUNT OF REBATE \$ _____

APPROVED FOR PAYMENT BY: _____

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

ITEM: **3B**

Approve the proclamation designating the week of April 10-16, 2016 as "Public Transit Week" and authorize the Mayor to sign.

BACKGROUND:

Please refer to the attached background information.

In his Honorary Proclamation, Governor Ricketts congratulated the Nebraska Association of Transportation Providers on its 35th Anniversary and 35 years of service to our state's citizens. The City of McCook applied for its first Handi Bus Grant in December 1973, opened bids in January 1974, and included Handi Bus for the first time in the 1974-75 proposed budget. The City has provided transit service to its citizens for 41 years.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

Approve the proclamation designating the week of April 10-16, 2016 as "Public Transit Week" and authorize the Mayor to sign.

APPROVALS:



Lea Ann Doak, City Clerk

March 30, 2016

*Office of the Mayor
McCook, Nebraska*

Proclamation

"PUBLIC TRANSIT WEEK"

WHEREAS, public transit provides Nebraskans access to medical, business, employment, social and supportive services; and

WHEREAS, public transit allows individuals to remain independent, contributes to economic development, reduces traffic congestion, decreases carbon emissions, and improves rural and urban mobility; and

WHEREAS, public transit provides the only public transportation service to many of the smaller towns and rural counties in Nebraska; and

WHEREAS, public transit professionals are respected and admired for their efforts, but are rarely recognized for their dedication and service due to their commitment to remain behind the scenes to ensure that they keep Nebraskans moving; and

WHEREAS, Nebraska is served by 2 urban transit systems, 4 small urban transit systems, 57 rural transit systems in 79 Nebraska counties; and

WHEREAS, over 7 million rides were provided by public transit in Nebraska during 2015, with over 9.5 million miles traveled; and

WHEREAS, Nebraska has numerous public transit employees who provide service to Nebraskans and must maintain stringent educational requirements and standards; and

WHEREAS, the Nebraska Association of Transportation Providers recognizes the important role that public transit professionals play, and wishes to acknowledge that role; and

WHEREAS, public transportation in the state is provided by the collaborated efforts of the Nebraska Department of Roads and Federal Transit Administration to provide resources to transport individuals every day.

NOW, THEREFORE, Be It Resolved that the City Council of City of McCook declares the week of April 10 through 16, 2016 to be "Public Transit Week" in the City of McCook and do hereby urge all citizens to increase their understanding and awareness of their local transit systems, and the many services provided.

Dated this 4th day of April, 2016.

*In witness whereof I have hereunto set by
hand and caused this seal to be affixed.*

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk



Honorary Proclamation

WHEREAS, public transit provides Nebraskans access to medical, business, employment, social and supportive services; and

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WHEREAS, public transportation in the state is provided by the collaborated efforts of the Nebraska Department of Roads and Federal Transit Administration to provide resources to transport individuals every day.

NOW, THEREFORE, I, Pete Ricketts, Governor of the State of Nebraska, DO HEREBY CONGRATULATE the Nebraska Association of Transportation Providers on its 35th Anniversary and 35 years of service to our state's citizens and proclaim the second week in April 2016 as

PUBLIC TRANSIT WEEK

in Nebraska, and I do hereby urge all citizens to increase their understanding and awareness of their local transit systems, and the many services provided.

IN WITNESS WHEREOF, I have hereunto set my hand, and cause the Great Seal of the State of Nebraska to be affixed this ninth day of March, in the year of our Lord Two Thousand Sixteen.

Attest:

Secretary of State

Governor

Welcome

We would like to welcome you to the McCook Public Transit Program.

City of McCook Transit System is a demand response dial-a-ride service which operates within the city limits of McCook five days a week.

Priorities will be placed on doctor appointments and medical necessities for passengers.

Passengers phone the dispatcher at 308-345-6098. Rides are on a first-come first-serve basis.

SCHEDULING FOR RIDES

Calls for rides must be made between 8:30a.m. and 4:00 p.m., Monday through Friday. No new rides will be scheduled for that day after 4:00 p.m. The only rides between 4:00 p.m. and 4:30 p.m. will be a return ride from an appointment we have scheduled in advance. It is desirable that all passengers be returned by 4:30 p.m. All attempts will be made to do so, but the City of McCook Transit will not be responsible for those passengers who have not called for a return ride by 4:00 p.m. Each rider is scheduled for one ride to or from his or her appointed destination.

Call in advance of appointment to assure proper scheduling. The transit driver cannot schedule rides. **To schedule a ride** you must call the dispatcher at 345-6098. Give the dispatcher the following information

Passenger Name

Address

Phone Number

Destination Name and Address

Expected Arrival Time

Passengers need to indicate if they will need assistance carrying packages 30 pounds or less to their door.

Passengers are responsible for providing their own assistant if one is needed. If no prior arrangements have been made the passenger will receive curbside service.

Advance reservations can be made as far as one month in advance.

Rides are scheduled on a first-come first-serve basis. Riders may be refused a ride if the schedule is already full.

If City of McCook transit has taken you to your destination, priority will be given to return you home. If City of McCook Transit did not take you to your destination, return home rides will only be scheduled if time allows. If you have not called ahead to schedule a return ride there is no obligation for the City of McCook Transit to return you home. Short notice rides will be accepted if there is space available on the schedule.

McCook Public Transportation

The McCook Public Transportation System operates within the city limits of McCook.

City of McCook Transit complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws. City of McCook Transit serves a diverse population of individuals with varying ages, physical challenges, economic status, and ethnic backgrounds. City of McCook Transit shall ensure that no person shall be excluded from the participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity undertaken by City of McCook Transit solely based on his/her race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

Fee Schedule

\$2.00 for each one way trip.

The fee is \$2.00 for each one way trip, regardless of age with the exception of children 6 years of age and younger ride free when accompanied by a paying adult.

Ticket books may be purchased at the McCook Heritage Senior center, 1312 West 5th St .

A book of 10 one-way is available for a fee of \$20.00

EXCEPTIONS

City of McCook Transit will provide services to eligible riders in accordance with an agreement between the City of McCook and the Department of Health & Human Services. Preauthorization from Intelli-Ride is required prior to pickup. All related fees are billed to the Department of Health & Human Services. Otherwise, payment based on the current rate will be required directly from the rider.

McCook Public Transit



Hours

**Monday-Friday
8:30a.m. to 4:30 p.m.**

Reservations

345-6098

1312 West 5th St

McCook NE

CITY MANAGERS REPORT
APRIL 4, 2016 CITY COUNCIL MEETING

ITEM: 3C

RECOMMENDATION:

PROCLAIM THE WEEK OF APRIL 10-16, 2016 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK AND AUTHORIZE THE MAYOR TO SIGN THE PROCLAMATION

BACKGROUND:

Across the nation in times of intense personal crisis and community wide disasters, the first access point for those seeking all classes of emergency services and homeland security information is 9-1-1. The local and county public safety communications centers that receive these calls have emerged as the first and single point of contact for persons seeking immediate relief during an emergency.

In October, 1991 Congress passed H. J. Resolution 284 designating the Second week of April of each year as National Public Safety Telecommunication's Week.

The McCook Police Department is celebrating the second full week of April (10-16, 2016) as National Public Safety Telecommunication's Week. This week honors the thousands of men and women who respond to calls, dispatch emergency professionals and equipment, and render life saving assistance to citizens in the United States. We are enlisting the support of the City Council of McCook in the form of a proclamation to honor these men and women in the City of McCook for the work that they do everyday to protect the citizens of McCook and Red Willow County.

FISCAL IMPACT:

NONE.

RECOMMENDATION:

PROCLAIM THE WEEK OF APRIL 10-16, 2016 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK AND AUTHORIZE THE MAYOR TO SIGN THE PROCLAMATION

APPROVALS:



Isaac S. Brown, Chief of Police

3-30-16
Date



Nathan Schneider, City Manager

3-30-16
Date

*Office of the Mayor
McCook, Nebraska*

Proclamation

"NATIONAL PUBLIC SAFETY TELECOMMUNICATOR'S WEEK"

WHEREAS, emergencies can occur at anytime that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependant upon the quality and accuracy of information obtained from citizens who telephone the McCook Public Safety Communications Center; and

WHEREAS, Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Dispatchers are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

WHEREAS, Public Safety Dispatchers of the City of McCook Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, Be It Resolved that the City Council of City of McCook declares the week of April 10 through 16, 2016 to be National Public Safety Telecommunicator's Week in McCook, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Dated this 4th day of April, 2016.

*In witness whereof I have hereunto set by
hand and caused this seal to be affixed.*



Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

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

ITEM: **4A**

Approve the minutes of the March 21, 2016 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

Approve the minutes of the March 21, 2016 regular City Council meeting.

APPROVALS:



Lea Ann Doak, City Clerk

March 30, 2016

MCCOOK CITY COUNCIL
March 21, 2016
6:30 P.M.

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

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

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Police Chief Brown, Utilities Director Dutcher, Water Foreman Pat Fawver, Fire Chief Harpham, and Senior Services Director Siegfried.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on March 17, 2016, 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. 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.

There were no citizen comments.

2. Announcements & Recognitions.

There were no announcements or recognitions.

Upon a motion by Mayor Gonzales, seconded by Councilmember McDowell, the Council voted to recess as a City Council and convene as the McCook Community Development Agency for consideration of the CDA Agenda at 6:35 P.M. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

MCCOOK COMMUNITY DEVELOPMENT AGENCY

A regular meeting of the Community Development Agency of the City of McCook, Nebraska was held on Monday, March 21, 2016, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska, the same being open to the public and preceded by advance publicized notice duly given in strict compliance with the provisions of the Open Meetings Act. Each member of Agency was also given advance notice of the meeting as acknowledged. Additionally, reasonable efforts were made to provide advance notice of the time, date and place of the meeting to all news media requesting the same.

Mayor Gonzales presided and City Clerk Doak recorded the proceedings. The meeting was called

to order at 6:35 P.M. and on roll call the following Agency Members were present: Gonzales, Hepp, Calvin, McDowell, Weedin; the following Agency Members were absent: None. A quorum being present and the meeting duly commenced, the following proceedings were had and done while the meeting was open to the attendance of the public. The Mayor publicly announced that a copy of the Open Meetings Act is posted by the entrance to the Council Chambers and is available for public review.

1. Approve the minutes of the February 15, 2016 Community Development Agency regular meeting.

Upon a motion by Agency Member McDowell, seconded by Agency Member Hepp, the Agency voted to approve the minutes of the February 15, 2016 Community Development Agency regular meeting. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

2. Recommend approval of Resolution No. 2016-07 to the McCook City Council which approves an amendment of a Redevelopment Plan of the City of McCook, Nebraska; approves a Redevelopment Project of the City of McCook, Nebraska; and approves the related actions for the purpose of the development of the 2016 Holiday Inn and Suites Hotel Project Area.

City Manager Schneider reviewed the following information presented in his City Manager's Report:

"At the February 15, 2016 McCook City Council meeting, a Redevelopment Plan of the City of McCook, Nebraska was approved for the purpose of developing a hotel at the Hwy 83 and West "H" Street intersection. At the meeting, Council moved to amend the Plan to reflect that only \$210,000 of Tax Increment Financing be utilized for land acquisition purposes. Staff contacted Michael Bacon, the City's Tax Increment Financing attorney, to provide guidance on how to amend the Plan in order to reflect this modification in the Redevelopment Plan. Mr. Bacon directed Staff to bring a Resolution modifying the Plan to reflect the reallocation of TIF dollars. The CDA must first recommend the amendment to the City Council. The Resolution serves to modify the TIF eligible site acquisition expenses to \$210,000. It maintains the total TIF amount at \$1,400,000 by reallocating other expenses to related TIF eligible expenses. The expenses have been reworked to show this change in the classification. The new allocation is summarized in the Resolution. This is only a Resolution to approve the changes to the Plan and does not materially affect the Plan."

Upon a motion by Agency Member Hepp, seconded by Agency Member Gonzales, the Agency voted to recommend approval of Resolution No. 2016-07 to the McCook City Council which approves an amendment of a Redevelopment Plan of the City of McCook, Nebraska; approves a Redevelopment Project of the City of McCook, Nebraska; and approves the related actions for the purpose of the development of the 2016 Holiday Inn and Suites Hotel Project Area. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

Upon a motion by Councilmember Weedin, seconded by Councilmember McDowell, the Council voted to recess as the McCook Community Development Agency and reconvene as the McCook City Council. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

MCCOOK CITY COUNCIL

3. Approve Resolution No. 2016-07 approving a Redevelopment Plan of the City of McCook,

Nebraska; approving a Redevelopment Project of the City of McCook, Nebraska; and approval of related actions for the purpose of the development of the 2016 Holiday Inn and Suites Hotel Project Area.

City Manager Schneider stated that the comments from the Community Development Agency referring to their recommendation of approval of this item remain the same.

Upon a motion by Councilmember Calvin, seconded by Councilmember Hepp, the Council voted to approve Resolution No. 2016-07 approving a Redevelopment Plan of the City of McCook, Nebraska; approving a Redevelopment Project of the City of McCook, Nebraska; and approval of related actions for the purpose of the development of the 2016 Holiday Inn and Suites Hotel Project Area. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

Upon a motion by Councilmember Calvin, seconded by Councilmember Weedon, the Council voted to recess as a City Council and to reconvene as the McCook Community Development Agency. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

MCCOOK COMMUNITY DEVELOPMENT AGENCY

3. Approve Resolution No. CDA 2016-02 authorizing and providing for the issuance of a tax increment revenue bond, note, or other obligation and authorizing the administration of said tax increment revenue bond process, said authorizing including the approval of a Redevelopment Contract between the Community Development Agency of the City of McCook, Nebraska and McCook Lodging, L.L.C.

Agency Member Calvin offered a motion to approve Resolution No. CDA 2016-02 authorizing and providing for the issuance of a tax increment revenue bond, note, or other obligation and authorizing the administration of said tax increment revenue bond process, said authorizing including the approval of a Redevelopment Contract between the Community Development Agency of the City of McCook, Nebraska and McCook Lodging, L.L.C. Motion was seconded by Agency Member Hepp.

Discussion was had by the Community Development Agency concerning further actions to be taken in regard to the redevelopment plan entitled "REDEVELOPMENT PLAN FOR THE Highway 83 and N Street Intersection Area" (the "Plan") for the redevelopment of certain parcels of land located within the City as described in full in the Redevelopment Contract (the "Redevelopment Contract") presented to the City Council.

Perry Strombeck, Horse Creek Inn, addressed the Agency regarding approval of this contract and that it will have a negative impact on property tax and the local lodging industry.

Dr. Deepak Gangahar, Developer for the proposed Holiday Inn, addressed the Agency stating that they come as the developer of the \$8.8 million project and are taking all of the risk, no city funds will be utilized;

Sandy Schwab, Economy Inn, Jennifer Conrad, Cobblestone Hotel, Susan Davis, Chief Motel, Jack Patel, Days Inn, Ron Tompkins, Cedar Inn, Dick Cappel, and Wayne Michaelis addressed the Agency regarding concerns with approval of the Redevelopment Contract. Concerns included over saturation of the market, difficulty in finding laborers, flaws within the Hotel Study, that the utilization of Tax Increment Financing gives them an unfair advantage, and that the Council should

protect the local businesses and tax base.

Mayor Gonzales called the question for the approval of Resolution No. CDA 2016-02 authorizing and providing for the issuance of a tax increment revenue bond, note, or other obligation and authorizing the administration of said tax increment revenue bond process, said authorizing including the approval of a Redevelopment Contract between the Community Development Agency of the City of McCook, Nebraska and McCook Lodging, L.L.C. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, Weedon. NAY: McDowell.

▪ **Adjournment of the McCook Community Development Agency.**

There being no further business to come before the Agency, Mayor Gonzales declared the meeting adjourned at 8:15 P.M.

Upon a motion by Councilmember Calvin, seconded by Councilmember Weedon the Council moved to recess as the McCook Community Development Agency and reconvene as the McCook City Council. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

MCCOOK CITY COUNCIL

4. Public Hearings.

- A. Public Hearing - Consider Replat No. 1 of Block 2, Patton-Boyd Addition to the City of McCook, Red Willow County, Nebraska.

Upon a motion by Mayor Gonzales, 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 proposed Replat No. 1 of Block 2, Patton-Boyd Addition 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, Hepp, Calvin, McDowell, Weedon. NAY: None.

The City Attorney offered and received into evidence Exhibit #1 - City Manager's Report dated March 21, 2016 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - ownership listing of those receiving advance notice of hearing (2 pages); Exhibit #4 - maps (2 pages); Exhibit #5 - minutes of the March 14, 2016 Planning Commission meeting (2 pages).

City Manager Schneider reviewed the following information presented in Exhibit #1:

“These agenda items are an effort to clean up the Patton-Boyd Addition to the City of McCook in anticipation of future development. It is clear to Staff that the Patton-Boyd Addition needs to be replatted to clean up some of the difficulties that could be created with the potential addition of a hotel in this subdivision area. One of the concerns is that, should a hotel be developed on the northern most lot of this subdivision, there would be a lot in the middle of the subdivision that could not be developed due to street frontage concerns. Another concern is that the description of the lots as they currently exist in the Patton-Boyd Addition were becoming overly burdensome due to prior splits and adjustments.”

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

- B. Adopt Resolution No. 2016-06 providing for the final approval of Replat No. 1 of Block 2, Patton-Boyd Addition to 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. 2016-06 providing for the final approval of Replat No. 1 of Block 2, Patton-Boyd Addition to the City of McCook, Red Willow County, Nebraska. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

- C. Conduct a public hearing on the application of Smokers Outlet Inc., dba "Smokers Outlet 1", for the addition of a Catering (K) to the current Class "D" License #101003 under the Nebraska Liquor Control Commission located at 1111 West "B" Street, McCook, Nebraska.

Upon a motion by Councilmember Calvin, seconded by Councilmember Weedin, the Council voted to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the application of Smokers Outlet Inc., dba "Smokers Outlet 1", for the addition of a Catering (K) to the current Class "D" License #101003 under the Nebraska Liquor Control Commission located at 1111 West "B" Street, McCook, Nebraska with the City Attorney to act as hearing officer. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

The City Attorney offered and received into evidence Exhibit #1 - City Manager's Report dated March 21, 2016 (1 page); Exhibit #2 - Notice of Hearing published; and Exhibit #3 - the application filed with the Nebraska Liquor Control Commission. (5 pages)

John Nothnagel, applicant, was present to address questions from the Council.

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, Hepp, Calvin, McDowell, Weedin. NAY: None.

- D. Recommend approval to the Nebraska Liquor Control Commission the application of Smokers Outlet Inc., dba "Smokers Outlet 1", for the addition of a Catering (K) to the current Class "D" License #101003 under the Nebraska Liquor Control Commission located at 1111 West "B" Street, McCook, Nebraska.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to recommend approval to the Nebraska Liquor Control Commission the application of Smokers Outlet Inc., dba "Smokers Outlet 1", for the addition of a Catering (K) to the current Class "D" License #101003 under the Nebraska Liquor Control Commission located at 1111 West "B" Street, McCook, Nebraska. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

- E. Conduct a public hearing on the application of JBN Inc., dba "Hi Times Liquor Mart 1", for the addition of a Catering (K) to the current Class "D" License #100025 under the Nebraska Liquor Control Commission located at 502 East "B" Street, McCook, Nebraska.

Upon a motion by Councilmember Calvin, seconded by Councilmember Weedin, the Council voted to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the application of JBN Inc., dba "Hi Times Liquor Mart 1", for the addition of a Catering (K) to the current Class "D" License #100025 under the Nebraska Liquor Control

Commission located at 502 East "B" Street, McCook, Nebraska with the City Attorney to act as hearing officer. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

The City Attorney offered and received into evidence Exhibit #1 - City Manager's Report dated March 21, 2016 (1 page); Exhibit #2 - Notice of Hearing published; and Exhibit #3 - the application filed with the Nebraska Liquor Control Commission (7 pages).

John Nothnagel, applicant, was present to address questions from the Council.

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

- F. Recommend approval to the Nebraska Liquor Control Commission the application of JBN Inc., dba "Hi Times Liquor Mart 1", for the addition of a Catering (K) to the current Class "D" License #100025 under the Nebraska Liquor Control Commission located at 502 East "B" Street, McCook, Nebraska.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to recommend approval to the Nebraska Liquor Control Commission the application of JBN Inc., dba "Hi Times Liquor Mart 1", for the addition of a Catering (K) to the current Class "D" License #100025 under the Nebraska Liquor Control Commission located at 502 East "B" Street, McCook, Nebraska. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

5. Consent Agenda.

Mayor Gonzales requested that Item E be removed from the Consent Agenda and placed on the Regular Agenda.

- A. Approve the minutes of the March 7, regular City Council meeting.

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

- B. Receive and file the claims for the month of February 2016 as published March 10, 2016.

Upon a motion by Mayor Gonzales, seconded by Councilmember Weedin, the Council voted to receive and file the claims for the month of February 2016 as published March 10, 2016. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

- C. Receive and file the minutes of the March 14, 2016 Planning Commission meeting.

Upon a motion by Mayor Gonzales, seconded by Councilmember Weedin, the Council voted to receive and file the minutes of the March 14, 2016 Planning Commission meeting. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

- D. Approve the application for a Special Designated Liquor License submitted by Loop Brewing Company - License Number LK-093351, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on April 2, 2016 from 4:00 P.M. to 1:00 A.M.

Upon a motion by Mayor Gonzales, seconded by Councilmember Weedin, the Council voted to approve the application for a Special Designated Liquor License submitted by Loop Brewing Company - License Number LK-093351, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on April 2, 2016 from 4:00 P.M. to 1:00 A.M. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

6. Regular Agenda.

- 5E. Approve the bid specifications for one (1) new (2015, 2016, or 2017 year model) Trailer Mounted Vacuum Excavation Unit and set the date to receive bids for April 11, 2016 at 2:00 P.M.

Utilities Director Dutcher and Water Foreman Fawver reviewed the bid specifications with the Council.

Upon a motion by Mayor Gonzales, seconded by Councilmember Hepp, the Council voted to approve the bid specifications for one (1) new (2015, 2016, or 2017 year model) Trailer Mounted Vacuum Excavation Unit and set the date to receive bids for April 11, 2016 at 2:00 P.M. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

A. Council Comments.

Councilmember Hepp expressed concerns with the how slow the traffic signal is at the corner of Norris Avenue and "C" Street and asked about the possibility of removing the "No U-Turn" at the corner of Norris Avenue and "A" Street.

Other Council comments included the thanking of the public for their input on the Redevelopment Contract for the Holiday Inn, it was not an easy decision and recognized the local theater group in the excellent performance of the Wizard of Oz this past week.

▪ Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 8:42 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

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

ITEM: **4B**

RECOMMENDATION:

Receive and file minutes of Senior Center Advisory Board dated October 6, 2015 and the Library Advisory Board dated February 10, 2016.

BACKGROUND:

Receive minutes from the various board and commission meetings.

FISCAL

IMPACT: None.

RECOMMENDATION:

Receive and file minutes of Senior Center Advisory Board dated October 6, 2015 and the Library Advisory Board dated February 10, 2016.

APPROVALS:



Lea Ann Doak, City Clerk

March 30, 2016

Heritage Senior Center
1312 West 5th St.

McCook, NE. 69001

ADVISORY BOARD MEETING
TUESDAY, OCTOBER 6, 2015

A copy of the Open Meeting Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10 AM and open to the public.

Meeting called to order by Joan Dike

Minutes of previous meeting were read and approved. Roll call was taken.

John Andertson - p
Gene meints - p
STASTICS
PUBLIC TRANSIT

Joyce Hofman - p
Peggy Appleyard -p
MEALS AT CENTER
Overall - 4839 Avg. 1613

Jim Hamill - p
Sharon Parde -p
HOME DELIVERED MEALS
JULY 21 Aug. 22 Sept 21

Joan Dike - p
Beth Siegfried - p

No. of Riders - 1479
No. Miles for Van - 4056
Round Trips - 689
Individuals Riding - 134
OLD BUSINESS

Over 60 - 4448 Avg. 1483

Average 1042
July Avg. 53
Aug. Avg. 45
Sept. Avg 50

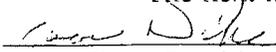
- A. Farmer Market Vouchers 42 given out
- B. Root Beer Float Day - \$149 sent to Wounded Warriors
- C. Nice lunch crowd for Heritage Picnic
- D. No entry in Heritage Days Parade. No driver available
- E. North Wall Moisture. Gene found large holes while weeding and Mike filled in.
- F. New sign installed - donated by Bob and Vonnie Tiller
- G. Annual Rodeo: Mike did great his first year and placed third.

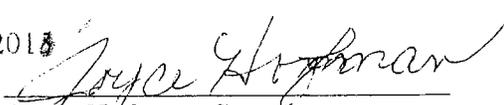
New Business

- H. Election of Officers
- I. Movie License
- J. Veterans Day activity
- k. New Check in System
- L. Thanksgiving
- M. Christmas
- N. Spills

Meeting was adjourned

The next meting will be Tuesday January 5, 2016


Joan Dike - President


Joyce Hofman - Secretary

McCook Public Library Advisory Board Meeting Agenda
February 10th, 2016 at 4:00 PM CDT

A copy of the Open Meetings Act is posted by the white board on the west wall of the meeting room in the library basement.

1. Call to order/ attendance: Nancy Buresh, Mary Dueland, Sharon Bohling, Steve Batty, Jody Crocker, and Pam Wolford
2. Opportunity for Comments from the Public: No public members were present.
3. Read and Approve January, 2016 meeting minutes: Minutes of the January meeting were read and approved. The motion was made by Nancy Buresh. The second was made by Mary Dueland and minutes were approved 5-0
4. Open discussion from board members on items not on the agenda: No comments from the public were made to board members.
5. Director's Report and update on upcoming activities: Jody has been traveling as she demonstrates Make and Take projects for the summer reading program. She presented to 45 librarians in Grand Island. She has for more dates to present in March with the next event in North Platte on March 21. Jody will be updating the City Council on Library activities at the Monday, February 15 meeting. She will be participating in a day long webinar called "Big Talk" from the library commission. "Game Days" start on Tuesday, February 16. This program is intended for 3-6th graders and goes from 3:45-4:45. Participants learn to play board games and are served a snack. The library is still collecting empty cereal boxes for the summer reading program.
6. Unfinished Business: There is no update on the Pioneer Grant which helps pay for the new circulation system.
7. New Business: No new business was brought forward.
8. Set date for next board meeting: Thursday, March 10, 2016
9. Meeting adjournment: Mary Dueland moved to adjourn the meeting at 4:09 PM.

Pamela L Wolford

CITY MANAGER'S REPORT
April 4, 2016 CITY COUNCIL MEETING

ITEM **4C**

RECOMMENDATION:

Adopt Resolution No- ²⁰¹⁶⁻⁰⁷, certifying that the City of McCook is considered to be capable of providing public transportation for its citizens.

BACKGROUND:

The State of Nebraska, Department of Transportation requests that a Resolution be adopted each year showing that the City of McCook is capable of providing transportation to its citizens.

FISCAL IMPACT :

None

RECOMMENDATION:

Adopt Resolution No. - ²⁰¹⁶⁻⁰⁷, certifying that the City of McCook is considered to be capable of providing public transportation for its citizens.

APPROVALS:

Beth Siegfried
Beth Siegfried, Senior Services Director

3/30/16
Date

Nate Schneider
Nate Schneider City Manager

3/30/16
Date

RESOLUTION NO. 2016-07

WHEREAS, there are federal funds available under Section 5311 of the Federal Transit Act and the Nebraska Public Transportation Assistance Program, and

WHEREAS, the City of McCook Public Transit desires to apply for said funds to provide public transportation in the City of McCook.

NOW THEREFORE, BE IT RESOLVED; the McCook City Council hereby instructs the City of McCook Public Transit to apply for said funds. Said funds are to be used for the City of McCook Public Transit's transportation operations in the FY 2016-2017 Application for Public Transportation Assistance.

Moved by

Seconded by

ROLL CALL: YEA: _____ NAY: _____

Approved this 4th day of April, 2016.

-s- Michael D. Gonzales, Mayor

ATTEST:

-s- Lea Ann Doak, City Clerk

PUBLIC NOTICE

Notice is hereby given that the City of McCook Public Transit as an Applicant requesting financial assistance from the Federal Transit Act, generally described below.

Description of Project

Purpose of the Project is for operating assistance to provide general public transportation. Location of the Project is the city limits of McCook, NE. The estimated costs of the Project by source of funds are \$80,837 in federal funds and \$28,804 in state funds and \$28,802 in local funds from the City of McCook.

A copy of the Application for Financial Assistance of the Project is available for Public inspection at the office of the City Clerk, McCook Municipal Center, 505 West "C" Street, McCook, NE. Written comments for consideration by City of McCook Public Transit will be accepted at City of McCook, 505 West "C" Street, PO Box 1059, McCook, NE for a period of 10 days ending April 15, 2016.

-s- Lea Ann Doak
McCook City Clerk
City of McCook Public Transit

Publish: April 4, 2016



**5311 Funding Application
for Public Transportation Operating Assistance**



For any questions please email : frank.faughn@nebraska.gov

SPONSOR/APPLICANT INFORMATION

Sponsor/Applicant Name:	City of McCook Public Transit
Project Name:	5311 Funding Application
Data Universal Numbering System (DUNS):	053460457
Employer Identification No. (EIN):	47-6006273
Entity Status with the Internal Revenue Service:	Public Entity
Applicant Address:	PO Box 1059, 1312 West 5th St McCook NE 69001
Applicant representative name:	Nate Schneider
Title:	City Manager
Telephone:	308-345-2022
Email:	nschneider@cityofmccook.com
Is there a subcontractor who will provide and/or manage the transit operations?	no
Subcontractor name:	NA
Data Universal Numbering System (DUNS):	NA
Employer Identification No. (EIN):	NA
Organization Type:	NA

Service Area

I have reviewed the transit system information in the NDOR transit directory and:	No changes required
---	---------------------

Minority Concentrations in Service Area (Number and percent of population within the service area of the project from the 2010 Census.)

Population	% of Total
White	95.77
Black or African American	0.49
American Indian and Alaska Native	0.51
Asian	0.38
Native Hawaiian and Other Pacific Islander	0.01
Hispanic or Latino	4.9
Other	1.51
Total:	103.57

Meal Delivery: Utilizing FTA funded transit vehicles to provide meal delivery service is allowable if certain conditions are met.

Does the transit system provide meal deliveries?	no
Please sign below to certify to the following: 1. Meal delivery does not conflict with the provision of transit services or result in a reduction in service to public transit passengers. 2. Costs attributable to meal delivery are paid by a nutrition or other program.	
Name:	NA
Title:	NA

Transportation Service Narrative: Fleet Information

Vehicle Type	Complete VIN	Year	Wheel Chair Positions	Condition of Vehicle
Lowered Floor Minivan	2D4RN4DG8BR795012	2011	1	good
12 Passenger Van	1GBJG31U131182166	2003	2	fair

Operating Budget Costs Eligible for 50% Federal and 25% State Reimbursement - 25% Local Match

Eligible Expenses	Salaries	Employer Costs	Total Eligible Costs
Driver(s)	26667	19700	46367
Dispatcher(s)	28279	21225	49504
Other Personnel	5486	500	5986
Fuel and Oil	0	0	6500
Other Operating Costs	0	0	370
		Total Operating Budget:	\$108,727

Non-Operating Budget: Costs eligible for 80% Federal and 10% State reimbursement, 10% Local Match

Eligible Expenses	Salaries	Employer Costs	Total Eligible Costs
Project (Transit) Manager	12316	4860	17176
Other Administrative Staff	4078	99	4177
Insurance	0	0	5734
Buiding Rent	0	0	3600

Eligible Expenses	Salaries	Employer Costs	Total Eligible Costs
Building Utilities	0	0	600
Building Maintenance (labor and parts)	0	0	0
Vehicle Maintenance (labor and parts)	0	0	2500
Vehicle Insurance	0	0	1112
Marketing	0	0	300
Office Supplies	0	0	250
Memberships	0	0	250
Travel	0	0	1000
Public Hearing Notices	0	0	12
Internet Connection	0	0	105
Phones(Landlines and mobiles)	0	0	1800
Drug and Alcohol Testing	0	0	100
Other Non-Operating Expenses	0	0	0
		Total Non Operating Budget:	\$38,716

Project Income

Project Income Source	If Contract,(e.g., Meals on Wheels, After School Program),With Whom	Amount
Regular fares	4500 @ \$2.00	9000
	Total Project Income:	\$9,000

Local Match Source

What are your sources of local match (City, County, HHS, or your own entity, etc.)?:	Amount
HHS Intelliride and Local Match which is City	24931
Total Local Match:	\$24,931

Authorized By:	
Authorized Date:	

CITY MANAGER'S REPORT
APRIL 4, 2016 CITY COUNCIL MEETING

ITEM: 4D

Receive and file the 2016/2017 Radio Show Schedule.

BACKGROUND:

Schedule attached.

FISCAL

IMPACT: None.

RECOMMENDATION:

Receive and file the 2016/2017 Radio Show Schedule.

APPROVALS:



Lea Ann Doak, City Clerk

March 30, 2016

RADIO SHOW SCHEDULE

2016/2017

01/2016	Calvin
01/2016	Gonzales
02/2016	Hepp
02/2016	McDowell
03/2016	Weedin
03/2016	Calvin
04/2016	Gonzales
04/2016	Hepp
05/2016	McDowell
05/2016	Weedin
06/2016	Calvin
06/2016	Gonzales
07/2016	Hepp
07/2016	McDowell
08/2016	Weedin
08/2016	Calvin
09/2016	Gonzales
09/2016	Hepp
10/2016	McDowell
10/2016	Weedin
11/2016	Calvin
11/2016	Gonzales
12/2016	Hepp
12/2016	McDowell
01/2017	Weedin
01/2017	Calvin
02/2017	Gonzales
02/2017	Hepp
03/2017	McDowell
03/2017	Weedin

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

ITEM: 4E

RECOMMENDATION:

AUTHORIZE RICH CAPPEL TO BLOCK OFF PARKING IN FRONT OF NAPA AUTO PARTS LOCATED AT 215 WEST "C" STREET ON APRIL 18, 19 AND 20, 2016 TO HELP FACILITATE THEIR MOVE INTO THEIR NEW BUILDING.

BACKGROUND:

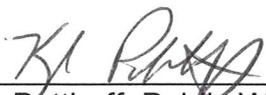
Rich Cappel plans to move his NAPA Auto Parts business from 215 West "C" street to their brand new building located on West "B" Street on April 18, 19 and 20, 2016. He is requesting permission to block off parking in front of their current location to help facilitate this move.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

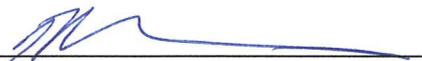
AUTHORIZE RICH CAPPEL TO BLOCK OFF PARKING IN FRONT OF NAPA AUTO PARTS LOCATED AT 215 WEST "C" STREET ON APRIL 18, 19 AND 20, 2016 TO HELP FACILITATE THEIR MOVE INTO THEIR NEW BUILDING.

APPROVALS:



Kyle Potthoff, Public Works Director

March 24, 2016



Nate Schneider, City Manager

March 24, 2016

Kyle Potthoff

From: Rich Cappel
Sent: Friday, March 18, 2016 1:49 PM
To: potthoff@cityofmccook.com
Subject: Parking Block Off Capabilities

Kyle,

I am requesting blocking off parking in front of Napa at 215 W. C Street on April 18, 19, and 20th to help facilitate our move to our new building at 107 W. 2nd Street. Please call me if we need to discuss further.

Thanks,

Rich Cappel
308-345-5195

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2016.0.7497 / Virus Database: 4545/11873 - Release Date: 03/24/16

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

ITEM: 4F

RECOMMENDATION:

AUTHORIZE THE MAYOR TO SIGN THE APPLICATION FOR FEDERAL ASSISTANCE WITH THE FEDERAL AVIATION ADMINISTRATION AND ALL ASSOCIATED PAPERWORK FOR PROJECT NO. 3-31-0052-14-2016 WHICH CONSISTS OF THE CONSTRUCTION OF A NEW 6 PLACE HANGAR AT MCCOOK BEN NELSON REGIONAL AIRPORT.

BACKGROUND:

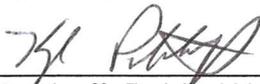
This project will construct a new 6 place hangar at the McCook Ben Nelson Regional Airport. The total cost of the project is estimated to be \$621,112.00. This application is requesting federal funds in the amount of \$559,000.00 or 90% of the total cost of the project. The City is responsible for \$62,112.00 or 10% of the project. This application is the City's final notice to the FAA that we will proceed with this project.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

AUTHORIZE THE MAYOR TO SIGN THE APPLICATION FOR FEDERAL ASSISTANCE WITH THE FEDERAL AVIATION ADMINISTRATION AND ALL ASSOCIATED PAPERWORK FOR PROJECT NO. 3-31-0052-14-2016 WHICH CONSISTS OF THE CONSTRUCTION OF A NEW 6 PLACE HANGAR AT MCCOOK BEN NELSON REGIONAL AIRPORT.

APPROVALS:



Kyle Potthoff, Public Works Director

March 24, 2016



Nate Schneider, City Manager

March 24, 2016

NEBRASKA DEPARTMENT OF AERONAUTICS

Pete Ricketts
Governor

Ronnie D. Mitchell
Director

March 16, 2016

Mr. Nathan Schneider, City Manager
City of McCook, Nebraska
P.O. Box 1059
McCook, Nebraska 69001-1059

Subject: McCook Ben Nelson Regional Airport
McCook, Nebraska
Project No. 3-31-0052-014-2016 (B02) 6-Place T-Hangar
Project Application

Dear Mr. Schneider:

I'm enclosing three (3) copies of the Standard Form 424 signature page and one complete Project Application for consideration and action at the City's April 4th council meeting.

Please have these forms executed. Keep the complete application for your files. Please return the rest to me (Three SF 424 signature pages).

The Application is the city's final notice to the FAA that they will proceed with the project. It includes an up-to-date project description and cost estimate.

If you have any questions, please contact me at this office.

Sincerely,

DEPARTMENT OF AERONAUTICS



Barry J. Scheinost, P.E.
Engineering Division

Enclosures

Main Office

Mailing Address
P.O. Box 82088
Lincoln, Nebraska 68501
402.471.2371
402.471.2906 fax

Office Location
3431 Aviation Road Suite 150
Lincoln, Nebraska 68524
www.aero.nebraska.gov

Navigational Aids Office

Kearney Municipal Airport
5065 Airport Road
Kearney, Nebraska 68847
308.865.5696
fax 308.865.5697

**McCook/Ben Nelson Regional Airport
McCook, Nebraska
Project No. 3-31-0017-014-2016 (B02)
Construct 6-Place T-Hangar**

COST SUMMARY: Bid Prices
(March, 2016)

Construction

Hackel Construction Inc. \$568,682.44

Engineering (W Design)

Design \$23,437.27
Bidding \$4,373.57
Construction \$14,792.77
Subtotal \$42,603.61

Engineering (NDA)

Project Management \$5,000.00

Admin/Audit/Pub/Etc.

Legal \$324.95
Audit/Publication \$4,501.00
Subtotal \$4,825.95

TOTALS \$621,112.00

SUMMARY OF FUNDS: (March, 2016)

Local \$62,112.00
State \$0.00
Federal \$559,000.00

Total \$621,112.00

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry
1.	<p>Type of Submission: (Required) Select one type of submission in accordance with agency instructions.</p> <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.
2.	<p>Type of Application: (Required) Select one type of application in accordance with agency instructions.</p> <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.
8.	<p>Applicant Information: Enter the following in accordance with agency instructions:</p> <ol style="list-style-type: none"> a. Legal Name: (Required) Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the assistance activity, if applicable. f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.
9.	<p>Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions:</p> <ol style="list-style-type: none"> A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of McCook, Red Willow County, Nebraska

* 15. Descriptive Title of Applicant's Project:

Construct 6-Place T-Hangar and pavement access

Attach supporting documents as specified in agency instructions.

Item	Entry
	T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)
10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	Funding Opportunity Number/Title: Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation -- 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, and NC-103 for North Carolina's 103 rd district. <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
20.	Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
21.	Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required), title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: NE-003

*b. Program/Project: NE-003

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 06/01/2016

*b. End Date: 12/31/2016

18. Estimated Funding (\$):

*a. Federal	_____	559,000.00
*b. Applicant	_____	62,112.00
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	621,112.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

- Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Mike

Middle Name: _____

*Last Name: Gonzales

Suffix: _____

*Title: Mayor, City of McCook, Nebraska

*Telephone Number: (308) 340-4175

Fax Number: _____

* Email: mgonzales@cityofmccook.com

*Signature of Authorized Representative: _____

*Date Signed: 04/04/2016

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
<p>Item 1. Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body:</p> <p>Priority:</p>
<p>Item 2. Does this assistance request require State, or local advisory, educational or health clearances?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board:</p> <p>(Attach Documentation)</p>
<p>Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p>Item 4. Does this assistance request require State, local, regional, or other planning approval?</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name of Approving Agency: Nebraska Aeronautics Commission</p> <p>Date: 02/22/2013</p>
<p>Item 5. Is the proposal project covered by an approved comprehensive plan?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Check one: State <input type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/></p> <p>Location of Plan:</p>
<p>Item 6. Will the assistance requested serve a Federal installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Federal Population benefiting from Project:</p>
<p>Item 7. Will the assistance requested be on Federal land or installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Location of Federal Land:</p> <p>Percent of Project: %</p>
<p>Item 8. Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>
<p>Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of: Individuals: Families: Businesses: Farms:</p>
<p>Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-100, Application for Federal Assistance (Development Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the FAA at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

INSTRUCTIONS FOR FORM 5100-100

PART II, SECTION A – Project Approval Information

Negative answers will not require an explanation unless the federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

Item 1 - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2 - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval

Item 3 - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4 - Furnish the name of the approving agency and the approval date.

Item 5 - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The area surrounding the airport was zoned for a distance of three miles from the airport property line to control the height of structures in the vicinity of the airport. Height restriction zoning was originally adopted on October 15, 1957. These regulations were last updated on July 28, 1980.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Item 6 - Show the Federal population residing or working on the federal installation who will benefit from this project.

Item 7 - Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8 - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9 - State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10 - Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A. GENERAL

Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an over-all percentage basis, prepare a separate set of Part III forms for each program or Catalog Number.

However, show the total amounts for all programs in Section B of the *basic* application form.

Item 2 – Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

Item 1 - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

Item 2 - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

Item 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Item 4 - Enter basic fees for architectural engineering services.

Item 5 - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

Item 6 - Enter fees for inspection and audit of construction and related programs.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

No changes since Exhibit "A", Property Map, prepared by W Design Associates, dated February 2002, with revisions 1-5, Revision 5 dated 10-2012, on federal project number 3-31-0052-013-2011.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

None.

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

Item 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Item 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Item 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Item 10 - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Item 11 - Enter amounts for the actual construction of, addition to, or restoration of a facility. Also, include in this category the amounts of project improvements such as sewers, streets, landscaping, and lighting.

Item 12 - Enter amounts for equipment both fixed and movable exclusive of equipment used in construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

Item 13 - Enter amounts for items not specifically mentioned above.

Item 14 - Enter the sum of Lines 1-13.

Item 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

Item 16 - Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

Item 17 - Enter the amounts for those items, which are a part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

Item 18 - Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount, which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants, which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

Item 19 - Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Item 20 - Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

Item 21 - Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number: 20.106 Airport Improvement Program (AIP)
 2. Functional or Other Breakout: _____

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 4,825.95
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			27,810.84
5. Other Architectural engineering fees			5,000.00
6. Project inspection fees			14,792.77
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			568,682.44
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			621,112.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			621,112.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			621,112.00
20. Federal Share requested of Line 19			559,000.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			559,000.00
23. Grantee share			62,112.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 621,112.00

accordance with program legislation. If the grantee shares in part of this expense, show the total amount on Line 13 instead of on Line 21 and explain in Section E.

Item 22 - Show the total amount of the Federal grant requested.

Item 23 - Show the amount from Section D, Line 27h.

Item 24 - Show the amount from Section D, Line 28c.

Item 25 - Self-explanatory.

SECTION C. EXCLUSIONS

Item 26 a-g - Identify and list those costs in Column (1), which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Item 27 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Item 27h - Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

Item 28a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

Item 28b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

Item 28c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 24.

Item 29 - Enter the totals of Line 27h and 28c

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$
SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		62,112.00
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		62,112.00
28. Other Shares		
a. State		
b. Other		
c. Total Other Shares		0.00
29. TOTAL		\$ 62,112.00
SECTION E – REMARKS		

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV – PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

- a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.
- b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.
- c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.
- d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : 3-31-0052-014-2016
AIRPORT : McCook-Ben Nelson Regional Airport, (KMCK), McCook, Red Willow County, Nebraska
1. Objective: Construct 6-Place Nested T-Hangar.
2. Benefits Anticipated: Improved shelter for based aircraft.
3. Approach: (See approved Scope of Work in Final Application) The sponsor hired an engineering/surveying consultant who prepared construction plans/specifications, assisted in bidding, and conducted construction observation & testing to assure quality in the constructed hangar.
4. Geographic Location: McCook-Ben Nelson Regional Airport is located one mile east of McCook, Red Willow County, Nebraska, on the north side of U.S. Highways 6 & 34.
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Nathan A. Schneider, City Manager, City of McCook, Nebraska P.O. Box 1059 McCook, Nebraska 69001-1059 (308) 345-2022 nschneider@cityofmccook.com

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding re-request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

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

ITEM: 4G

AWARD THE BID FOR THE NEW SIX PLACE HANGAR TO HACKEL CONSTRUCTION OF ORD, NE IN THE AMOUNT OF \$568,682.44, THAT BID BEING RESPONSIVE AND RESPONSIBLE, AS WELL AS FAIR AND REASONABLE; AND FURTHER, THAT THE CONTRACTOR MADE A GOOD FAITH EFFORT IN ATTEMPTING TO ATTRACT DISADVANTAGED BUSINESS ENTERPRISES TO BID THIS PROJECT, THIS MOTION BEING SUBJECT TO THE CONCURRENCE OF AWARD FROM THE FAA AND NDA, AND RECEIPT OF THE GRANT FROM FAA AMOUNTING TO 90% OF THE PROJECT COST, AND AUTHORIZES THE MAYOR TO SIGN ALL RELATED DOCUMENTS.

BACKGROUND

Attached are the tabulations of bids received on March 15th for the new six place hangar at the airport. The low bid is within the budgeted amount and the language in the proposed motion is important as it meets the FAA's guidance.

Specifically, this project had a goal of 3.57% of the project being completed by a Disadvantaged Business Enterprise (DBE) which neither bidder was able to obtain. In fact, neither of the two bidders was able to find any DBE to participate in this project. However, the low bidder, Hackel Construction, submitted with their bid a detailed documentation of their good faith effort of calls and emails sent to certified DBEs attempting to attract subcontractor bids. Their summary shows 36 separate calls, emails or both to different firms. FAA guidance allows acceptance of contracts not meeting DBE goals if a good faith effort is made to find a DBE willing to work on a project. The FAA realizes the majority of certified DBEs are located in the eastern part of the state, and finding one willing to travel a distance for a small project such as this can be difficult. City staff has reviewed the documentation of good faith effort submitted by Hackel Construction and believes it should be accepted.

As a point of information, the second bidder, while also not meeting the DBE goal, did not submit any documentation of good faith effort in locating a DBE.

A second important item is the FAA requires action by the City before they accept the bid and actually offer the grant. That is why this motion needs to be subject to both FAA concurrence and actual offer of the grant. As a reminder, the grant for this project is 90% of the project costs, up to a maximum grant amount of \$600,000. The City's share is 10%.

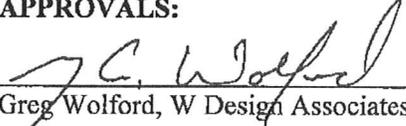
FISCAL IMPACT: None.

RECOMMENDATION:

AWARD THE BID FOR THE NEW SIX PLACE HANGAR TO HACKEL CONSTRUCTION OF ORD, NE IN THE AMOUNT OF \$568,682.44, THAT BID BEING RESPONSIVE AND RESPONSIBLE, AS WELL AS FAIR AND REASONABLE; AND FURTHER, THAT THE CONTRACTOR MADE A GOOD FAITH EFFORT IN ATTEMPTING TO ATTRACT DISADVANTAGED BUSINESS ENTERPRISES TO BID

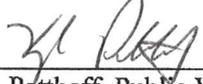
THIS PROJECT, THIS MOTION BEING SUBJECT TO THE CONCURRENCE OF AWARD FROM THE FAA AND NDA, AND RECEIPT OF THE GRANT FROM FAA AMOUNTING TO 90% OF THE PROJECT COST, AND AUTHORIZES THE MAYOR TO SIGN ALL RELATED DOCUMENTS.

APPROVALS:



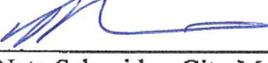
Greg Wolford, W Design Associates

Date: 24 Mar 16



Kyle Potthoff, Public Works Director

Date: 3/24/16



Nate Schneider, City Manager

Date: 3-29-16

**McCOOK BEN NELSON REGIONAL AIRPORT
PROJECT NO. 3-31-0052-14 – NEW HANGAR
McCOOK, NEBRASKA**

**WDA PROJECT #811-14
MARCH 15, 2016 2:00 P.M.**

BID TABULATION SHEET

<u>CONTRACTOR</u>	<u>LUMP SUM BASE BID</u>	<u>ACKNOWLEDGMENT OF ADDENDUM I</u>	<u>BID BOND</u>
ABAT LEREW CONSTRUCTION 217 NORTH SAUNDERS AVE. SUTTON, NE 68979	\$640,231.12	X	X
BSB CONSTRUCTION 209 EAST 2 ND STREET CURTIS, NE 69025	No Bid		
CTE CONSTRUCTION P. O. BOX 106 McCOOK, NE 69001	No Bid		
FCF CONSTRUCTION P. O. BOX 387 O'NEILL, NE 68763	No Bid		
GREEN GABLE CONTRACTING 108 S 14 TH ST. FORT CALHOUN, NE 68023	No Bid		
HACKEL CONSTRUCTION 314 SOUTH 14 TH STREET, SUITE 102 ORD, NE 68862	\$568,682.44	X	X

Bid Tabulation
McCook Ben Nelson Regional Airport - New Hangar
City of McCook, Nebraska

Item	Estimated Quantity	Units	Hackel Construction		Abaf Lereu Construction	
			Unit Price	Total Price	Unit Price	Total Price
1 Mobilization	1	Lump Sum	\$ 116,000.00	\$ 116,000.00	\$ 29,326.25	\$ 29,326.25
2 P-151 Clearing & Grubbing	1	Lump Sum	\$ 3,586.00	\$ 3,586.00	\$ 4,398.61	\$ 4,398.61
3 P-154 Subbase Course	1,206	Sq. Yd.	\$ 4.68	\$ 5,644.08	\$ 30.71	\$ 37,036.26 *
4 13650 New 6 Place Hangar	1	Lump Sum	\$ 350,000.00	\$ 350,000.00	\$ 311,243.84	\$ 311,243.84
5 P-501 Portland Cement Concrete Mix						
5 Design	1	Lump Sum	\$ 4,950.00	\$ 4,950.00	\$ 150,443.43	\$ 150,443.43
6 P-501 6" Thick Concrete Taxiway	700	Sq. Yd.	\$ 66.00	\$ 46,200.00	\$ 80.96	\$ 56,672.00 *
7 Extension						
7 P-501 6" Thick Concrete Hangar	506	Sq. Yd.	\$ 65.45	\$ 33,117.70	\$ 80.28	\$ 40,621.68 *
8 Approach						
8 T-901 Seeding	24.8	M. SF	\$ 209.00	\$ 5,183.20	\$ 242.87	\$ 6,023.18 *
9 D-701 12" CPP Culvert	51	Lin. Ft.	\$ 78.46	\$ 4,001.46	\$ 87.70	\$ 4,472.70 *
		Total Base Bid		\$ 568,682.44	\$	\$ 640,237.95
		Acknowledgement of Addenda 1		Yes		Yes
		Bid Bond		YES		YES

*Math errors - rounding

WDA
W Design Associates
McCook/Hastings, NE

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

ITEM: 4H

APPROVE THE PLANS AND SPECIFICATIONS FOR THE 2016 STREET IMPROVEMENTS AND SET THE TIME AND DATE TO RECEIVE BIDS AS 2:30 P.M., APRIL 26TH, 2016.

BACKGROUND

The plans and specifications for the 2016 Street Improvements include the following work:

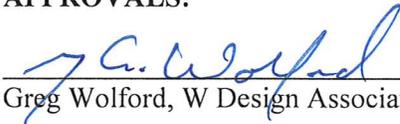
1. Full depth repaving of West D Street between West 5th and West 7th. This includes complete milling of the existing asphalt, regrading the subgrade, placement of the millings back as a base, then paving with 4" of asphalt. We are also extending the concrete apron at the East 5th St. intersection to stop the pushing of asphalt by cars stopping on the hill, and replacing handicap ramps at East 5th and East 7th.
2. Overlaying East 11th from J Street to the North City Limits with 3" of asphalt and regrading the shoulders.
3. Overlaying Airport Road from C Street to H Street with 3" of asphalt, regrading the shoulders and repaving with 8" concrete on Airport Road from B Street to C Street. Also included is extending the culvert from C Street to B Street to eliminate erosion in the east ditch and replacement of the entrance into the City's material stockyard with a new concrete entrance.
4. Improving the drainage on East J Street and preparing for repaving this when funds become available. Bid as an alternate will be 450 ft. of concrete paving from East 11th to the east. This will be completed based on bids, and the remaining portion of East J will be paved in future years as funds become available.

FISCAL IMPACT: None.

RECOMMENDATION:

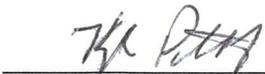
APPROVE THE PLANS AND SPECIFICATIONS FOR THE 2016 STREET IMPROVEMENTS AND SET THE TIME AND DATE TO RECEIVE BIDS AS 2:30 P.M., APRIL 26TH, 2016.

APPROVALS:



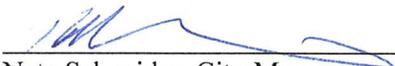
Greg Woford, W Design Associates

Date: 28 Mar 16



Kyle Potthoff, Public Works Director

Date: 3/28/16



Nate Schneider, City Manager

Date: 3-29-16

**BID PROPOSAL, CONTRACT DOCUMENTS
AND SPECIFICATIONS**

for

**THE CITY OF McCOOK
2016 STREET IMPROVEMENT PROJECTS
McCOOK, NEBRASKA**

MARCH 2016



**PREPARED BY
W DESIGN ASSOCIATES
CONSULTING ENGINEERS AND ARCHITECTS
MCCOOK/HASTINGS, NEBRASKA**

TABLE OF CONTENTS

<u>GENERAL INSTRUCTIONS</u>	<u>SECTION</u>
Advertisement for Bids	00020
Instructions to Bidders	00100
Proposal form	00310
Bid Bond	BB - 1

GENERAL CONDITIONS AND CONSTRUCTION CONTRACT

General Conditions* AIA A201, 1997 Edition	
Supplementary Conditions	00800
Notice of Award	NA - 1
Contract	00500
Performance Bond	PF - 1
Payment Bond	PB - 1
Certificate of Insurance	
Notice to Proceed	NP - 1

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

DETAILED SPECIFICATIONS

SUMMARY OF WORK	01010
ALTERNATE MATERIALS OR METHODS	01100
EXISTING FACILITIES	01800
CONSTRUCTION SPECIFICATIONS	02000
SPECIAL PROVISIONS FOR CONSTRUCTION SPECIFICATIONS	02001

ADVERTISEMENT FOR BIDS

The City of McCook, Nebraska will receive bids for the 2016 Street Improvement Projects. Sealed bids prepared in accordance with the Plans and Specifications will be accepted at the Office of the Clerk, P.O. Box 1059 or City Office, McCook, Nebraska 69001 until 2:30 P.M. CDST on April __, 2016 and then will be immediately publicly opened and read aloud in the City Council Chambers, City Office, McCook, Nebraska.

Bids will be received for two separate projects, Concrete Street Improvements and Asphalt Street Improvements. Separate contracts will be issued for each project and a Contractor may bid either or both projects.

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

Contractors may obtain paper Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$150.00 for each set requested. One half of the deposit shall be refunded if a bid is submitted and the Plans and Specifications are returned in good condition within ten days after the bid opening. Electronic copies of the plans and specifications may be obtained at NO COST by calling 308-345-2370.

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

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

The Owner reserves the right to accept, reject or negotiate any or all bids and to waive any irregularity in the bidding.

Date: April _____, 2016

Lea Ann Doak, Clerk
City of McCook

Publish: _____, 2016

00100 - INSTRUCTIONS TO BIDDERS

A. PROJECT DESCRIPTION

The City of McCook will receive sealed bids for the 2016 Street Improvement Projects and associated work as described in the Plans and Specifications.

B. PROPOSALS

1. Proposals will be received for the work as described in the Summary of the Work at the date, time and location stated in the Advertisement for Bids or as modified by addendum.
2. Bids received after closing time will not be considered.

C. METHOD OF BIDDING

1. A Contractor shall bid the work shown on the Proposal Form and as described in the Summary of the Work, Section 01010. A Contractor may bid either or both of the contracts.

D. EXAMINATION OF PREMISES AND CONTRACT DOCUMENTS

1. Before submitting his bid, each bidder must (a) examine the contract documents thoroughly, (b) visit the premises to familiarize himself with local conditions that may in any manner affect performance of the work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the work, and (d) carefully correlate his observations with the requirements of the contract documents.
2. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this Paragraph D.

E. PREPARATION OF PROPOSAL

1. Each bidder must obtain a blank form of proposal from the office of the engineer or as attached herewith and prepare and submit his proposal thereon.
2. Each proposal must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted.
3. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as indicated in the Proposal Form.

F. BONDS

1. Bid security shall be made payable to The City of McCook in the amount of five percent (5%) of the Proposal sum. Security shall be either certified check, cashiers check or bid bond issued by surety licensed to conduct business in the State of Nebraska. The successful

bidder's security will be retained until he has signed the contract and furnished the required payment and performance bonds. The Owner reserves the right to retain the security of the next two lowest bidders until the lower bidder enters into contract or until ten days after bid opening whichever is the shorter. All other bid security will be returned as soon as practicable. If a bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty.

2. The Contractor who is awarded the construction contract will be required to provide Performance and Payment Bonds in the amount of 100% of the contract amount.

G. BIDDING DOCUMENTS

1. Bidding documents may be examined at the following locations.

1.1. Offices of the Engineer,

W Design Assoc.
214 East First St., P. O. Box 99
McCook, NE 69001

W Design Assoc.
2626 West 2nd St.
Hastings, NE 68901

1.2. Office of the Clerk,

City of McCook
West 5th and C St.
McCook, NE 69001

H. DEPOSIT ON BIDDING DOCUMENTS

1. Registered paper plan holders may obtain a refund of one half of the deposit by returning useable sets of Plans and Specifications to the Engineer in good condition no later than ten (10) days after Proposals have been opened.

I. RIGHT OF OWNER

1. The Owner reserves the right to reject any or all bids or to waive irregularities in the bidding.

2. No bid may be withdrawn for a period of forty-five (45) days subsequent to the opening of the bids without the consent of the Owner.

J. NEBRASKA SALES AND USE TAX

1. The Contractor shall not include Sales and Use taxes in his or her bid. This project is sales tax exempt. The City will furnish the Contractor the required forms to act as its purchasing agent where applicable.

K. AWARD OR REJECTION OF BIDS

1. There will be two separate Contracts awarded; Concrete Improvements and Asphalt Improvements. The Contracts, if awarded, will be awarded to the responsible bidder for each project who has proposed the lowest Bid, subject to the Owner's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding. Time of completion as well as price will be a consideration in the award of the bid.

L. DEFINED TERMS

1. Terms used in these Instructions to Bidders which are defined in the General Conditions of the Contract for Construction, Document A201, 1997 edition, shall have the meanings assigned to them in the General Conditions.

2. All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the bidding documents. Questions received less than seven calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3. Substitution of materials or quality from that which is specified herein shall not be allowed unless approved by the Engineer prior to bid date. Proposals shall be based on the materials and/or quality as specified herein.

4. Requests for substitutions shall be accompanied by complete manufacturer's catalog information with the specific item clearly indicated. Proposals NOT DONE in this manner will be rejected.

M. COMPLETION DATES & LIQUIDATED DAMAGES

1. The completion date for this project will be no later than October 31, 2016. The Contractor may schedule his work at any time prior to meet that schedule. Contractors not completing their work by the completion date shall agree to pay as liquidated damages of the amount shown on the bid form.

L. SPECIAL INSTRUCTIONS TO BIDDERS

During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or

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

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

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

PROPOSAL

_____, 2016

Mayor and Council Members
McCook, NE

The undersigned, having inspected the site for the proposed construction and being familiar with all conditions of the work, including Drawings and Specifications thereof entitled "2016 Street Improvement Projects", McCook, Nebraska dated March 2016 and including Addenda or Instructions issued during the estimate period, all as prepared by W DESIGN ASSOCIATES, hereby offers to furnish all plant, labor, equipment, materials and operations required for the complete and prompt execution of all work described in, or shown in, or reasonably implied by the above mentioned documents for such sums as detailed hereinafter:

CONTRACT #1 – ASPHALT IMPROVEMENTS

ITEM DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
			\$	\$
1. Mobilization	1	Lump Sum	_____	_____
2. Cold Milling Class IV	2,280	Sq. Yds.	_____	_____
3. Cold Milling Class II- 0" To 3"	602	Sq. Yds.	_____	_____
4. Cold Milling Class III- 3"	407	Sq. Yds.	_____	_____
5. 4" Asphalt Pavement SP-4	533	Tons	_____	_____
6. 3" Thick Asphalt-SP4	2,084	Tons	_____	_____
7. 2" Thick Asphalt Patch-SP4	36	Tons	_____	_____
8. Subgrade Prep	2,285	Sq. Yds.	_____	_____
9. Bituminous Foundation Course-3" Millings	2,285	Sq. Yds.	_____	_____
10. Earth Shoulder Construction (Established Quantity)	1,326	Cu. Yds.	_____	_____
11. Seeding Type B	2.4	Acres	_____	_____
12. Erosion Control Class 1B	11,511	Sq. Yds.	_____	_____
13. Sign & Barricades	1	Lump Sum	_____	_____
TOTAL BASE BID _____			(\$ _____)	

CONTRACT #2 – CONCRETE IMPROVEMENTS

ITEM DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
1. Mobilization	1	Lump Sum	_____	_____
2. Remove Concrete Pavement	588	Sq. Yds.	_____	_____
3. Remove Asphalt	297	Sq. Yds.	_____	_____
4. Remove Concrete Sidewalk	119	Sq. Yds.	_____	_____
5. Remove Concrete Curb & Gutter	453	Lin. Ft.	_____	_____
6. Remove 36" CMP Culvert	51	Lin. Ft.	_____	_____
7. Remove Headwall	1	Each	_____	_____
8. Subgrade Prep	1,320	Sq. Yds.	_____	_____
9. Foundation Course-2" Sand	1,320	Sq. Yds.	_____	_____

ITEM	DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
10.	36" Curb & Gutter -6" Thick	285	Lin. Ft.		
11.	36" Curb & Gutter -8" Thick	218	Lin. Ft.		
12.	Sidewalk 4" Thick 5'-0" Wide	128	Sq. Yds.		
13.	8" Thick Concrete Pavement	679	Sq. Yds.		
14.	6" Thick Concrete Pavement	349	Sq. Yds.		
15.	4" Wide x 12" Deep Barrier Curb	96	Lin. Ft.		
16.	Detectable Warning Insert	6	Each		
17.	48" CMP and Collar	6	Lin. Ft.		
18.	Install 18" CPP Culvert	36	Lin. Ft.		
19.	Install 24" CPP Culvert	447	Lin. Ft.		
20.	Install 30" CPP Culvert	91	Lin. Ft.		
21.	Build Headwall	2	Each		
22.	Build Concrete Collar	2	Each		
23.	Build Curb Inlet	2	Each		
24.	Seeding Type B	.13	Acres		
25.	Erosion Control Class 1B	639	Sq. Yds.		
26.	Excavation (Est. Quantity)	123	Cu. Yds.		
27.	Embankment (Est. Quantity)	60	Cu. Yds.		
28.	Sign & Barricades	1	Lump Sum		
TOTAL BASE BID				(\$)

ALTERNATE #1 – East J Street Paving

ITEM	DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
1.	Class IV Milling	1,196	Sq. Yds.		
2.	Remove Concrete Curb & Gutter	52	Lin. Ft.		
3.	Remove Concrete	16	Sq. Yds.		
4.	Subgrade Prep	1,442	Sq. Yds.		
5.	Foundation Course – 3" Millings	1,442	Sq. Yds.		
6.	36" Curb & Gutter – 6" Thick	822	Lin. Ft.		
7.	6" Thick Concrete Pavement	1,442	Sq. Yds.		
8.	Junction Box	1	Each		
9.	18" CMP Culvert	124	Lin. Ft.		
10.	Adjust Valve Box to Grade	1	Each		
11.	Seeding (Added to Base Bid)	.04	Acres		
12.	Erosion Control Class 1B (Added to Base Bid)	205	Sq. Yds.		
13.	Excavation (Established Quantity)	33	Cu. Yds.		
14.	Embankment (Established Quantity)	429	Cu. Yds.		
15.	Excavation from Borrow (Established Quantity)	568	Cu. Yds.		
TOTAL ALTERNATE #1				(\$)

ALTERNATE #2 – D Street Concrete Paving

ITEM	DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
				\$	\$
1.	Cold Milling Class IV	2,501	Sq. Yds.	_____	_____
2.	Subgrade Prep	2,285	Sq. Yds.	_____	_____
3.	Bituminous Foundation Course – 3” Millings	2,285	Sq. Yds.	_____	_____
4.	6” Thick Concrete Pavement	2,285	Sq. Yds.	_____	_____

TOTAL ALTERNATE #2 _____ (\$ _____)

Receipt of Addenda is hereby acknowledged:

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

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

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract Documents and Bonds to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner proof of insurance coverage, all within ten days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

Time is of the essence and it is the Owner’s desire to have this work complete as soon as possible. The Contractor agrees to complete the work no later than _____, 2016. The Contractor further agrees that if work is not complete on this date the Contractor will pay to the Owner liquidated damages in the amount of \$150.00 per calendar day until the day the work is complete and approved.

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

By _____

Address _____

Seal (If Corporation)

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid Due Date): _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)
Bidder's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2. All bids are rejected by Owner, or
 - 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or an extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

SECTION 00800 - SUPPLEMENTARY CONDITIONS

INTRODUCTION

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for construction", AIA Document A201, 1997 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1. Subparagraph 2.2.5: Delete in its entirety and insert the following in lieu thereof:

The Contractor will be furnished, free of charge, five copies of Drawings and Specifications. The Contractor may secure additional copies of prints of Drawings and Specifications from the Engineer at the Engineer's usual charge for reproduction and handling.

2. At the end of subparagraph 3.7.1., add:

The Owner, through W Design Associates, will submit Drawings and Specifications to the appropriate public authorities for approval. The Owner will pay all fees for Plan checking.

3. Reference is made to subparagraph 3.11.1. of the 'General Conditions'.

1.1. As the work proceeds, the contractor shall keep a careful record of mechanical, electrical, underground and other concealed work whose final in-place locations vary from those shown on the contract drawings, whether because of Change Orders or actual job conditions.

1.2. All such variations shall be shown on the field documents which shall be delivered to the Engineer before final payment is made.

4. Revise Subparagraph 13.5.1. as follows:

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Engineer timely notice of its readiness so the Engineer may observe such inspection, testing or approval.

The Contractor shall bear all costs of such inspections, tests or approvals.

5. The contract time, referenced in Subparagraph 8.1.1. of the "General Conditions", shall commence within ten (10) days of a date to be specified in a written "Notice to Proceed" of the Owner and shall continue for the number of calendar days as set forth in the contract.

6. At the end of Subparagraph 9.3.1. add:

The form of Application for Payment shall be AIA Document G702, "Application and Certificate for Payment", supported by continuation sheet or sheets approved by the Engineer.

The Contractor shall submit his "Application for Payment" on or before the first day of each month. The "Application for Payment" shall be based on the value of materials properly stored at the site and/or work in place on that day and in accordance with the approved "Schedule of Values".

A retainage of ten percent (10%) of the first fifty percent (50%) of each Contractor's contract amount, shall be withheld until the final completion of the contract and final acceptance by the Owner, unless adjusted as shown below.

At the end of subparagraph 9.4.1. add:

The Certificates of Payment shall be issued at the rate of ninety percent (90%), up to the first fifty percent (50%) of the contract amount, and shall then increase to one hundred percent (100%) for the remainder of the contract amount, and shall be based on the value of material properly stored at the site and work in place if in full compliance with the contract during the preceding calendar month. However, if the Engineer does not feel that the progress made is such to indicate the compliance with all work done under that contract, the Certificate of Payment shall revert back to ninety percent (90%) of the completed value of work in place until such progress is satisfactory to the Engineer.

Further, the Contractor agrees to pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of this agreement. The Contractor shall include this requirement in all subcontracts entered into pursuant to this agreement. Prior to payment of the final three percent (3%) of this contract, the Contractor shall submit to the City written clearance from the Commissioner of the Department of Labor certifying that all payments then due from such combined tax or interest which may have arisen under this agreement have been made by the Contractor and all subcontractors to the Unemployment Compensation Fund (referred to as the Certification of Contribution Status, Form 16).

Add the following clause 9.6.1.1. to 9.6.1.:

9.6.1.1. The Owner shall make progress payments on account of the Contract to the Contractor for the period ending the last day of the month not later than forty-five days following the end of the period covered by the Application for Payment.

7. The insurance referred to in Subparagraph 11.1.1. of the 'General Conditions' shall be of the following types and in amounts not less than the following:

- A. Worker's Compensation:
- (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability \$1,000,000.00
- B. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
- (a) Bodily Injury:
 - \$1,000,000.00 Each Occurrence
 - \$1,000,000.00/\$1,000,000 Annual Aggregate
 - (b) Property Damage:
 - \$1,000,000.00 Each Occurrence
 - \$1,000,000.00 Annual Aggregate
 - (c) Products and Completed Operations to be maintained for one year after final payment.
 - (d) Property Damage Liability Insurance will provide X, C or U coverage, as applicable.
- C. Contractual Liability:
- (a) Bodily Injury:
 - \$1,000,000.00/\$1,000,000 Each Occurrence
 - (b) Property Damage:
 - \$1,000,000.00 Each Occurrence
 - \$1,000,000.00 Annual Aggregate
- D. Personal Injury, with Employment Exclusion deleted:
- \$1,000,000.00 Annual Aggregate
- E. Comprehensive Automobile Liability:
- (a) Bodily Injury:
 - \$1,000,000.00 Each Person
 - \$1,000,000.00/\$1,000,000 Each Occurrence
 - (b) Property Damage:
 - \$1,000,000.00 Each Occurrence
- F. Umbrella Liability Coverage
- (a) \$1,000,000.00

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

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

- H. Property Insurance. Builder's Risk Insurance will be provided by the Owner, as required in AIA Document A201.
- I. Furnish one copy of certificates herein required for each copy of the Agreement, specifically setting forth evidence of all coverage required by Article 11.1.4. of the 'General Conditions'. The form of the Certificate shall be the American Institute of Architects Document G705, latest edition.
8. Paragraph 4.2.12: Delete in its entirety.
9. Paragraph 4.2.13: Delete in its entirety.
10. Paragraph 4.3 and all subparagraphs: Delete in its entirety.
11. Paragraph 4.4 and all subparagraphs: Delete in its entirety.
12. Paragraph 4.5 and all subparagraphs: Delete in its entirety.
13. Paragraph 4.6 and all subparagraphs: Delete in its entirety.
14. Subparagraph 6.1.1: Delete the last sentence of the paragraph.
15. Subparagraph 7.3.8: The last sentence in the paragraph should read:
- That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree.
16. Paragraph 8.3 and all subparagraphs: Delete in its entirety and insert the following in lieu thereof.

The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimants written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by OWNER. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph.

All time limits stated in the Contract Documents are of the essence of the Agreement.

Where CONTRACTOR is prevented from completing any part of the work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made thereof as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 6, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 6.

17. Subparagraph 9.10.4: Delete in its entirety.
18. Subparagraph 10.3.3: Delete in its entirety.
19. Paragraph 10.5: Delete in its entirety.
20. Paragraph 10.6 and all subparagraphs: Delete in its entirety.
21. Paragraph 11.4 and all subparagraphs through 11.4.10: Delete in its entirety.
22. Subparagraph 12.2.2.1: Delete in its entirety and insert the following in lieu thereof.

In addition to the Contractor's obligation under Paragraph 3.5, if, within one year after the date of Substantial Completion of the work or designated portion thereof, any of the work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

23. Subparagraph 12.2.3: Delete in its entirety.
24. Subparagraph 13.6.1: Delete in its entirety and insert the following in lieu thereof.

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing.

25. Paragraph 13.7 and all subparagraphs: Delete in its entirety.

26. Subparagraphs 14.1.3 and 14.1.4: Delete in its entirety.

FORM OF AGREEMENT

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

WATER AND ELECTRICITY

28. The Contractor shall furnish such amounts of water and electricity as may be needed for the prosecution of his work and that of all other contractors and subcontractors.

SANITARY CONVENIENCES

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

TEMPORARY HEAT

30. In order to maintain normal progress of the work, the contractor shall erect temporary enclosures and provide temporary heat as required for wall, floor, roof or other construction.

1.1. Required temperatures of the enclosures shall be as specified in the various technical sections of the specifications.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLE SUBMITTALS

31. The contractor shall furnish the following: Six (6) copies of product data, and two (2) samples of materials, unless otherwise directed or specified.

A. The Engineer will retain one copy of each item submitted and return remainder to the contractor after his review. The contractor shall maintain one complete set of shop drawings at the project site for his use and available to the Engineer at all times. The contractor shall reproduce as many copies of the shop drawings as required for distribution for proper execution of the work.

B. Shop drawings are not required and will not be reviewed on stock manufactured items.

C. All shop drawings will be submitted to the Engineer within sixty (60) days of the review of the contractor's "Materials for Project" form.

DRAWINGS

32. The Drawings are made a part of this Manual.

SCHEDULING OF WORK

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

NOTICE OF AWARD

Dated _____, 2016

TO: _____

ADDRESS: _____

CONTRACT FOR: **2016 Street Improvements
McCook, Nebraska**

You are notified that your Bid dated _____, for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the base bid.

The Contract Price of your contract is _____ Dollars (\$ _____).

Three copies of each of the proposed Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 2016.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph F.2) and General Conditions (paragraph 5.1).
3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

CITY OF McCOOK

ACCEPTANCE OF AWARD

(CONTRACTOR)

BY _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

**SAMPLE CONTRACT
CITY OF MCCOOK, NEBRASKA
2016 STREET IMPROVEMENT PROJECTS**

This Agreement is made this _____ day of _____, 2016, by and between the City of McCook, PO Box 1059, 505 West "C" Street, McCook, Nebraska, 69001 (hereinafter referred to as "City") and _____ of _____, Nebraska, (hereinafter referred to as "Contractor").

The City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as 2016 Street Improvement Projects.

Article 2. ENGINEER - CITY REPRESENTATIVE

This project has been designed by W Design Associates, Consulting Engineers and Architects, who is hereinafter called "Engineer" and who is to act as the City's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 The work involved will be completed and ready for final payment on or before _____ and within the time allowance described on the proposal form.

3.2 Liquidated Damages. The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the work is not completed within time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay City One Hundred Fifty Dollars (\$150.00) for each day that expires after the time specified in paragraph 3.1 for Final Completion until the work is finally complete.

Article 4. CONTRACT PRICE

The City shall pay the Contractor for completion of the work in accordance with the Contract Documents at the unit prices set forth herein:

CONTRACT #1 – ASPHALT CONTRACT

ITEM	DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
				\$	\$
1.	Mobilization		1 Lump Sum	_____	_____
2.	Cold Milling Class IV	2,280	Sq. Yds.	_____	_____
3.	Cold Milling Class II- 0" To 3"	602	Sq. Yds.	_____	_____
4.	Cold Milling Class III- 3"	407	Sq. Yds.	_____	_____
5.	4" Asphalt Pavement SP-4	533	Tons	_____	_____
6.	3" Thick Asphalt-SP4	2,084	Tons	_____	_____
7.	2" Thick Asphalt Patch-SP4	36	Tons	_____	_____
8.	Subgrade Prep	2,285	Sq. Yds.	_____	_____
9.	Bituminous Foundation Course-3" Millings	2,285	Sq. Yds.	_____	_____
10.	Earth Shoulder Construction (Established Quantity)	1,326	Cu. Yds.	_____	_____
11.	Seeding Type B	2.4	Acres	_____	_____
12.	Erosion Control Class 1B	11,511	Sq. Yds.	_____	_____
13.	Sign & Barricades		1 Lump Sum	_____	_____

CONTRACT #2 – CONCRETE CONTRACT

ITEM	DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
				\$	\$
1.	Mobilization		1 Lump Sum	_____	_____
2.	Remove Concrete Pavement	588	Sq. Yds.	_____	_____
3.	Remove Asphalt	297	Sq. Yds.	_____	_____
4.	Remove Concrete Sidewalk	119	Sq. Yds.	_____	_____
5.	Remove Concrete Curb & Gutter	453	Lin. Ft.	_____	_____
6.	Remove 36" CMP Culvert	51	Lin. Ft.	_____	_____
7.	Remove Headwall	1	Each	_____	_____
8.	Subgrade Prep	1,320	Sq. Yds.	_____	_____
9.	Foundation Course-2" Sand	1,320	Sq. Yds.	_____	_____
10.	36" Curb & Gutter -6" Thick	285	Lin. Ft.	_____	_____
11.	36" Curb & Gutter -8" Thick	218	Lin. Ft.	_____	_____
12.	Sidewalk 4" Thick 5'-0" Wide	128	Sq. Yds.	_____	_____
13.	8" Thick Concrete Pavement	900	Sq. Yds.	_____	_____
14.	6" Thick Concrete Pavement	128	Sq. Yds.	_____	_____
15.	4" Wide x 12" Deep Barrier Curb	96	Lin. Ft.	_____	_____
16.	Detectable Warning Insert	6	Each	_____	_____
17.	48" CMP and Collar	6	Lin. Ft.	_____	_____
18.	Install 18" CPP Culvert	36	Lin. Ft.	_____	_____
19.	Install 24" CPP Culvert	447	Lin. Ft.	_____	_____
20.	Install 30" CPP Culvert	91	Lin. Ft.	_____	_____

ITEM	DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
21.	Build Headwall		2 Each	_____	_____
22.	Build Concrete Collar		2 Each	_____	_____
23.	Build Curb Inlet		2 Each	_____	_____
24.	Seeding Type B	.13 Acres		_____	_____
25.	Erosion Control Class 1B	639 Sq. Yds.		_____	_____
26.	Excavation (Est. Quantity)	123 Cu. Yds.		_____	_____
27.	Embankment (Est. Quantity)	60 Cu. Yds.		_____	_____
28.	Sign & Barricades		1 Lump Sum	_____	_____

Article 5. PAYMENT PROCEDURES

Contractor shall be paid in full within thirty (30) days of final acceptance of the work by the Engineer or City Representative.

Article 6. CONTRACTOR REPRESENTATIONS

In order to induce the City to enter into this Agreement, Contractor makes the following representations:

6.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data."

6.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance of furnishing of the Work.

6.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 Contractor is aware of the general nature of the work to be performed by the City and others at the site that relates to the work as indicated in the Contract Documents.

6.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.6 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishings of the work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and contractor concerning the work consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement (Certificate of Insurance, inclusive).
- 7.3 Performance, Payment and other Bonds.
- 7.4 Notice of Award.
- 7.5 General Conditions AIA A201, 1997 Edition (*These AIA Documents shall be considered a part of these written Contract Documents as if attached hereto and herein written.*)

There are no contract documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

Article 8. Miscellaneous

8.1 Terms and conditions in this Agreement which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law, and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any law or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision

or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

This Agreement will be effective on _____, 2016, (which is the Effective Date of the Agreement).

THE CITY OF MCCOOK, NEBRASKA

Mike Gonzales, Mayor

By: _____

(SEAL)

(CORPORATE SEAL)

ATTEST

ATTEST

Lea Ann Doak, City Clerk

Address for giving notices

Address for giving notices

PO Box 1059
McCook NE 69001

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the

responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
 8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this bond shall be construed as a statutory bond and not as a common law bond.
 12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2. Construction Contract: The Agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

City of McCook
P.O. Box 1059
West 5th & C Street
McCook, NE 69001

CONSTRUCTION CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

SURETY
Company: _____ (Corp. Seal)

Signature: _____
Name and Title: _____

Signature: _____
Name and Title: _____

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

SURETY
Company: _____ (Corp. Seal)

Signature: _____
Name and Title: _____

Signature: _____
Name and Title: _____

1. The Contractor and the surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and rendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2(iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON CERTIFICATE HOLDER.

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES COMPANY LETTER A COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED	COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E

This is to certify that policies of insurance listed below have been issued to the Insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES OPERATION <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTURAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY			BODILY INJURY PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE COMBINED PERSONAL INJURY	\$ \$ \$ \$	\$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON OWNED			BODILY INJURY (EACH PERSON) BODILY INJURY (EACH ACCIDENT) PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ \$ \$ \$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	WORKER'S COMP AND EMPLOYERS' LIABILITY			STATUTORY		
	OTHER				\$	(Each Accident)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail _____ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

DATE ISSUED _____

AUTHORIZED REPRESENTATIVE

NOTICE TO PROCEED

Dated _____, 2016

TO: _____

ADDRESS: _____

**CONTRACT FOR: 2016 Street Improvement Project
 McCook, Nebraska**

You are notified that the Contract Time under the above contract will commence to run on _____, 2016. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are _____, 2016 _____, 2016 respectively.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you must each deliver to the OWNER (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must
(add other requirements)

CITY OF McCOOK

ACCEPTANCE OF NOTICE

(CONTRACTOR)

(AUTHORIZED SIGNATURE)

(TITLE)

SECTION 01010 - SUMMARY OF THE WORK

GENERAL

CONTRACT #1 – ASPHALT IMPROVEMENTS

West D Street from West 5th to West 7th

This street is an existing asphalt street with a 50 ft. section of concrete at the east end adjacent to West 5th. This street is the access to the ambulance entrance to Hillcrest Nursing home, so adherence to the schedule shown on the plans is imperative.

The work is a full depth reclamation of the asphalt portion of this street. This involves full depth milling, regrading and compaction of the subgrade, laying millings back as a subbase, and then paving with 4" of asphalt in two lifts.

The Concrete Improvements Contract is extending the concrete section at the east end of the block as well as installing new handicap ramps. The Asphalt Contractor will have to coordinate with this work.

East 11th Street – J Street to North City Limits

This street involves a 3" asphalt overlay of an existing two lane street. Included is shouldering as well as minor milling at the ends of the project as well as at drives to match existing pavement.

East 11th Street is a collector street bringing a large amount of traffic from north of McCook into town. There is also a large retirement complex and an apartment complex along this road. As such this street will be constructed under traffic and maintaining access to the retirement complex and the apartments.

Airport Road – C Street to H Street

This street is an existing two lane asphalt street and will also receive a 3" asphalt overlay. It will be treated the same as East 11th, with traffic maintained throughout construction. This street has several businesses that will require access throughout construction.

East J Street – East 11th Street to 450 feet east

The asphalt contractor shall bid as an alternate the milling and stockpiling of the existing asphalt in preparation for paving this street with concrete.

CONTRACT #2 – CONCRETE IMPROVEMENTS

West D Street from West 5th to West 7th

Concrete work on this street involves an extension of a concrete apron on the east end adjacent to West 5th and the installation of handicap curb ramps at the intersections. The

installation of the apron extension requires closing the street and is described on the phasing plan.

Airport Road – B Street to C Street

This involves the replacement of one block of a concrete street. The work will require closure of the street as is described on the phasing plan on the drawings. Also included is an entrance apron into a city storage yard at C Street and a new storm culvert to repair erosion in this area.

East 11th Street – J Street to North City Limits

This project involves a short extension to an existing CMP to improve side slope safety on this road.

East J Street – East 11th Street to 450 feet east

Included in the base bid for this project are two new curb inlets and extension of an existing storm sewer.

Bid as an alternate will be paving 450 ft. of this road with 6” concrete pavement, including curb and gutter. This will require milling and some regrading of the street.

This street is the main access to the Emergency Room for McCook’s hospital. Special requirements will apply, see the Phasing Plan on the Drawings.

TRAFFIC CONTROL

The Contractors will be responsible for traffic control during construction. Allowable street closures are noted on the phasing plan shown on the drawings.

SECTION 01100 - ALTERNATE MATERIALS OR METHODS

1. ALTERNATE MATERIALS

A. Standard Manufacturer

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

B. "Or Equal" Clause

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

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

SECTION 01800 - EXISTING FACILITIES

1. GENERAL

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

SECTION 02000 – CONSTRUCTION SPECIFICATIONS

The Construction Specifications for all aspects of this project shall be the Nebraska Department of Roads Standard Specifications for Highway Construction, latest edition, unless modified in the following section.

SECTION 02001 – SPECIAL PROVISIONS FOR CONSTRUCTION SPECIFICATIONS

1. GENERAL

The following are modifications and/or additions to the Nebraska Department of Roads Standard Specifications for Highway Construction.

2. SECTION 302 – SUBGRADE PREPARATION

Subgrade preparation shall include excavation, reshaping and compacting, of the subgrade as well as the disposal of all excess material at the location shown on the plans. Subgrade Preparation shall be measured and paid for by the square yard.

3. SECTION 304 – EARTH SHOULDER CONSTRUCTION

Measurement and payment for this item will be by the cubic yards of fill noted on the plans to complete this work. The cubic yard quantity is an “Established Quantity” and no adjustment from plan quantity will be made.

4. SECTION 422 – TEMPORARY TRAFFIC CONTROL DEVICES

Signs and Barricades will not be paid for on a per each basis but all signs and barricades required for the job shall be paid for by the lump sum under “Signs and Barricades.”

5. SECTION 503 – ASPHALTIC CONCRETE

Asphaltic Concrete shall be measured and paid for by the ton delivered, placed and accepted. The price shall include asphalt, cement, tack oil, labor, equipment and miscellaneous required to complete the work.

6. SECTION 504 – TACK COAT

Tack Coat will not be measured and paid for directly, but shall be included in the item asphaltic concrete.

7. SECTION 510 – COLD MILLING

The milling of existing streets and transitions shall include Class II, III or IV milling of all asphalt, temporarily stockpiling the millings, replacing, compacting and shaping the millings as a subbase where called out on the plans. This work shall be measured and paid for by the square yard under the item “Cold Milling, Class II,” “Cold Milling, Class III,” or “Cold Milling, Class IV.”

8. SECTION 803 – SEEDING

The following seed mixture shall be used for this project.

Species	Minimum Purity (percent)	Lbs. of PLS/acre
Perennial ryegrass – Linn	85	7
Slender wheatgrass	85	5
Western wheatgrass – Barton, Flintlock	85	6
Kentucky fescue	85	3
Buffalograss – Cody, Bison, Sharp’s Improved, Texoka	80	5
Sideoats grama – Butte, Trailway	75	4
Sand dropseed (<i>Sporobolus cryptandrus</i>)	85	0.2
Oats/Wheat (wheat in the fall)	90	14

9. SECTION 905 – ROCK RIPRAP

Rock Riprap will not be measured and paid for directly, but shall be subsidiary to other items for which payment is made.

END OF

**BID PROPOSAL, CONTRACT DOCUMENTS
AND SPECIFICATIONS**

for

**THE CITY OF McCOOK
2016 STREET IMPROVEMENT PROJECTS
McCOOK, NEBRASKA**

MARCH 2016



**PREPARED BY
W DESIGN ASSOCIATES
CONSULTING ENGINEERS AND ARCHITECTS
MCCOOK/HASTINGS, NEBRASKA**

2016 STREET IMPROVEMENTS

CITY OF McCOOK

McCOOK, NEBRASKA

SHEET INDEX

- LP-1 LOCATION MAP & PHASING PLAN
- C-1 D STREET REMOVAL & MILLING PLAN
- C-2 D STREET CONSTRUCTION PLAN
- C-3 D STREET HANDICAP RAMP DETAILS
- C-4 EAST 11TH STREET REMOVAL & MILLING PLAN
- C-5 EAST 11TH STREET PLAN AND PROFILE
- C-6 EAST 11TH STREET PLAN AND PROFILE
- C-7 EAST 11TH STREET PLAN AND PROFILE
- C-8 EAST 11TH STREET PLAN AND PROFILE
- C-9 EAST 11TH STREET PLAN AND PROFILE
- C-10 EAST 11TH STREET TYPICAL SECTIONS & DETAILS
- C-11 EAST 11TH STREET CROSS SECTIONS
- C-12 EAST 11TH STREET CROSS SECTIONS
- C-13 EAST 11TH STREET CROSS SECTIONS
- C-14 AIRPORT ROAD REMOVAL & MILLING PLAN
- C-15 AIRPORT ROAD PLAN & PROFILE
- C-16 AIRPORT ROAD PLAN & PROFILE
- C-17 AIRPORT ROAD PLAN & PROFILE
- C-18 AIRPORT ROAD PLAN & PROFILE
- C-19 AIRPORT ROAD TYPICAL SECTIONS & DETAILS
- C-20 AIRPORT ROAD CROSS SECTIONS
- C-21 AIRPORT ROAD CROSS SECTIONS
- C-22 J STREET REMOVAL & CONSTRUCTION PLAN
- C-23 J STREET PLAN AND PROFILE
- C-24 J STREET ALTERNATE #1 REMOVAL & DETAILS
- C-25 J STREET ALTERNATE #1 PLAN AND PROFILE
- NDOR-1 TRAFFIC CONTROL PLAN TYPICAL DETAILS
- NDOR-2 TRAFFIC CONTROL PLAN TYPICAL DETAILS
- NDOR-3 TRAFFIC CONTROL PLAN TYPICAL DETAILS
- NDOR-4 STANDARD PLAN 425-R4 CONCRETE COLLARS
- NDOR-5 STANDARD PLAN 303-R2 CURB RAMPS
- NDOR-6 STANDARD PLAN 303-R2 CURB RAMPS
- NDOR-7 STANDARD PLAN 303-R2 CURB RAMPS
- NDOR-8 STANDARD PLAN 303-R2 CURB RAMPS
- NDOR-9 STANDARD PLAN 443-R9 CURB INLETS & JUNCTION BOXES
- NDOR-10 STANDARD PLAN 443-R9 CURB INLETS & JUNCTION BOXES

ASPHALT CONTRACT QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNITS	LUMP SUM
1	REMOVAL	1	EA	
2	ASPHALT CLASS IV	890	SO.YDS.	
3	COLD MILLING CLASS II - 10" 2"	407	SO.YDS.	
4	COLD MILLING CLASS III - 3"	407	SO.YDS.	
5	ASPHALT PAVEMENT 8" 4"	533	TONS	
6	THICK ASPHALT PATCH 8" 4"	2384	TONS	
7	2" THICK ASPHALT PATCH 8" 4"	2285	SO.YDS.	
8	SUBGRADE PREP	2285	SO.YDS.	
9	BITUMINOUS FOUNDATION COURSE - 3" MILLINGS	1926	SO.YDS.	
10	BASE SHOULDER CONSTRUCTION (ESTABLISHED QUANTITY)	14	SO.YDS.	
11	EROSION CONTROL CLASS 18	11,511	SO.YDS.	
12	EROSION CONTROL CLASS 18	11,511	SO.YDS.	
13	SRM & BARRICADES	1	EA	
	LUMP SUM			

CONCRETE CONTRACT QUANTITIES

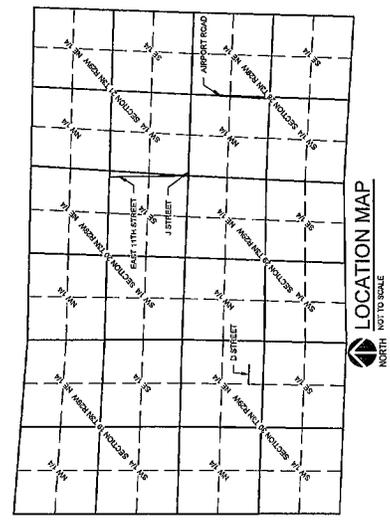
ITEM	DESCRIPTION	QUANTITY	UNITS	LUMP SUM
1	REMOVE CONCRETE PAVEMENT	588	SO.YDS.	
2	REMOVE ASPHALT	297	SO.YDS.	
3	REMOVE CONCRETE SIDEWALK	119	SO.YDS.	
4	REMOVE 30" CMP CURBVERT	85	LNFT.	
5	REMOVE 30" CMP CURBVERT	51	LNFT.	
6	REMOVE HEADWALL	1	EA	
7	SUBGRADE PREP	1320	SO.YDS.	
8	FOUNDATION COURSE - 2" SAND	1520	SO.YDS.	
9	FOUNDATION COURSE - 2" SAND	1520	SO.YDS.	
10	3" CURB AND GUTTER - 6" THICK	216	LNFT.	
11	3" CURB AND GUTTER - 6" THICK	128	LNFT.	
12	6" THICK CONCRETE PAVEMENT	679	SO.YDS.	
13	6" THICK CONCRETE PAVEMENT	679	SO.YDS.	
14	4" WIDE X 12" DEEP SUBMER CURB	8	LNFT.	
15	DETECTABLE WARNING INSERT	8	EA	
16	4" CMP AND COLLAR	6	LNFT.	
17	4" CMP AND COLLAR	6	LNFT.	
18	INSTALL 30" CMP CURBVERT	48	LNFT.	
19	INSTALL 30" CMP CURBVERT	91	LNFT.	
20	INSTALL 30" CMP CURBVERT	2	EA	
21	BUILD HEADWALL	2	EA	
22	BUILD CONCRETE COLLAR	2	EA	
23	SEEDING TYPE B	.15	ACRES	
24	EROSION CONTROL CLASS 18	689	SO.YDS.	
25	EROSION CONTROL CLASS 18	123	SO.YDS.	
26	EROSION CONTROL CLASS 18 (ADDED TO BASE BID)	123	SO.YDS.	
27	SRM & BARRICADES (ESTABLISHED QUANTITY)	0	EA	
28	SRM & BARRICADES (ESTABLISHED QUANTITY)	0	EA	
29	SRM & BARRICADES (ESTABLISHED QUANTITY)	0	EA	
30	SRM & BARRICADES (ESTABLISHED QUANTITY)	0	EA	
	LUMP SUM			

ALTERNATE #1 CONCRETE CONTRACT QUANTITIES

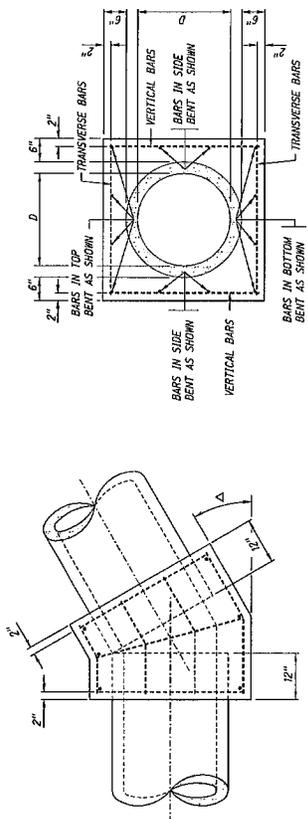
ITEM	DESCRIPTION	QUANTITY	UNITS	LUMP SUM
1	CLASS IV MILLING	1156	SO.YDS.	
2	REMOVE CONCRETE CURB AND GUTTER	16	SO.YDS.	
3	REMOVE CONCRETE	1442	SO.YDS.	
4	SUBGRADE PREP	1442	SO.YDS.	
5	FOUNDATION COURSE - 3" MILLINGS	1442	SO.YDS.	
6	FOUNDATION COURSE - 3" MILLINGS	1442	SO.YDS.	
7	6" THICK CONCRETE PAVEMENT	1442	SO.YDS.	
8	JUNCTION BOX	1	EA	
9	18" CMP CURBVERT	124	LNFT.	
10	ADJUST VALVE BOX TO GRADE	14	EA	
11	EROSION CONTROL CLASS 18	205	SO.YDS.	
12	EROSION CONTROL CLASS 18 (ADDED TO BASE BID)	33	SO.YDS.	
13	EROSION CONTROL CLASS 18 (ADDED TO BASE BID)	429	SO.YDS.	
14	EROSION CONTROL CLASS 18 (ADDED TO BASE BID)	429	SO.YDS.	
15	EROSION CONTROL CLASS 18 (ADDED TO BASE BID)	588	SO.YDS.	

ALTERNATE #2 CONCRETE CONTRACT QUANTITIES

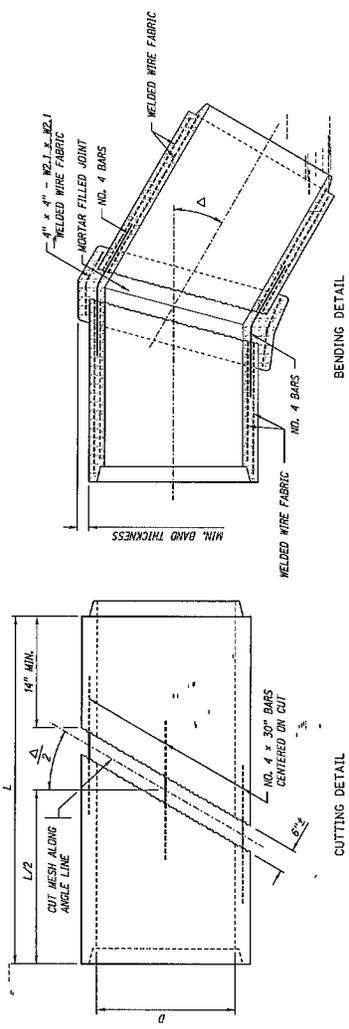
ITEM	DESCRIPTION	QUANTITY	UNITS	LUMP SUM
1	COLD MILLING CLASS IV	2501	SO.YDS.	
2	SUBGRADE PREP	2285	SO.YDS.	
3	FOUNDATION COURSE - 3" MILLINGS	2285	SO.YDS.	
4	6" THICK CONCRETE PAVEMENT	2285	SO.YDS.	



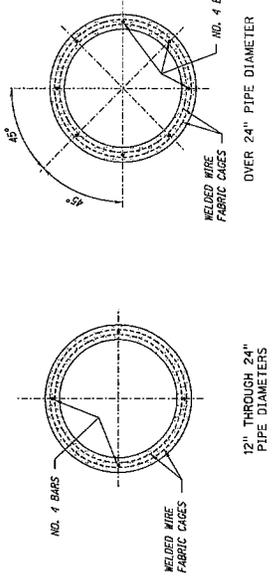
LOCATION MAP
NORTH
NOT TO SCALE



DETAILS OF COLLARS
 SIDE ELEVATION
 END ELEVATION



DETAILS OF CONCRETE ELBOWS
 CUTTING DETAIL
 BENDING DETAIL



BAR LOCATION DETAILS
 12" THROUGH 24" PIPE DIAMETERS
 OVER 24" PIPE DIAMETER

SCHEDULE OF BARS FOR COLLAR

SIZE OF PIPE INCH	BAR SIZE		NUMBER OF BARS	
	TRANSVERSE	VERTICAL	TOP	BOTTOM
12"	NO. 4	NO. 4	2	4
15"	NO. 4	NO. 4	2	4
18"	NO. 4	NO. 4	2	4
21"	NO. 4	NO. 4	2	4
24"	NO. 4	NO. 4	2	4
27"	NO. 4	NO. 4	2	5
30"	NO. 4	NO. 4	2	5
36"	NO. 4	NO. 4	2	6
42"	NO. 4	NO. 4	2	6
48"	NO. 4	NO. 4	2	6
54"	NO. 4	NO. 4	2	6
60"	NO. 4	NO. 4	2	6

DATA FOR COLLARS

SIZE OF PIPE INCH	ANGLE	CONCRETE VOL. YD ³	REIN. STEEL WTS. LB.
12"	0°	0.30	32
	15°	0.33	33
	30°	0.36	36
	45°	0.39	37
15"	0°	0.36	35
	15°	0.39	38
	30°	0.43	38
	45°	0.47	40
18"	0°	0.42	38
	15°	0.45	41
	30°	0.56	44
	45°	0.64	46
21"	0°	0.47	40
	15°	0.55	42
	30°	0.64	46
	45°	0.73	48
24"	0°	0.53	43
	15°	0.63	45
	30°	0.74	49
	45°	0.86	51
27"	0°	0.57	45
	15°	0.70	48
	30°	0.84	52
	45°	0.99	55
30"	0°	0.63	49
	15°	0.78	52
	30°	0.96	57
	45°	1.14	61
36"	0°	0.77	53
	15°	1.01	58
	30°	1.26	63
	45°	1.53	68
42"	0°	0.96	65
	15°	1.32	72
	30°	1.69	80
	45°	2.09	87
48"	0°	1.16	71
	15°	1.66	80
	30°	2.19	86
	45°	2.75	95
54"	0°	1.34	75
	15°	2.01	84
	30°	2.70	95
	45°	3.44	106
60"	0°	1.54	77
	15°	2.38	89
	30°	3.28	100
	45°	4.23	113

NOTES:
 THE DIMENSIONS FOR CONCRETE PIPE SHOWN ON THIS PLAN ARE FOR CLASS I REINFORCED CONCRETE PIPE, AASHTO DESIGNATION M10, WALL "B".
 ALL QUANTITIES ARE BASED ON DIMENSIONS SHOWN AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. THESE QUANTITIES ARE OTHER THAN STANDARD PIPE IS FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS OR IF COLLARS ARE USED ON PIPE OTHER THAN CONCRETE.
 WHEN A CONCRETE COLLAR, CONNECTING EXISTING AND NEW CONCRETE PIPE, IS CONSTRUCTED WITH A BEND, IT SHALL BE CONSIDERED AS A COLLAR NOT AN ELBOW.
 ALL REINFORCING STEEL USED SHALL CONFORM TO THE REQUIREMENTS OF THE ASTM DESIGNATIONS A615/A618, GRADE 60. ALL BAR DESIGNATIONS ARE IN CUSTOMARY U.S. UNITS.
 ALL CONCRETE USED SHALL BE CLASS 478-3000.
 FOR A SINGLE LINE OF REINFORCING WIRE MESH, THE REINFORCING BARS ON THE OUTSIDE OF THE CAGE.
 FOR A DOUBLE LINE OF REINFORCING WIRE MESH, THE REINFORCING WIRE MESH ON THE INSIDE OF THE OUTSIDE CAGE.
 REINFORCING BARS SHALL BE LAPPED WHERE THE BEND IS MADE.
 REINFORCING WIRE MESH SHALL BE LAPPED AND TIED WHERE THE BEND IS MADE.
 WELDED WIRE FABRIC OR EQUAL SHALL BE LAPPED 12" AT SPLICES.
 THE ORIENTATION OF THE PIPE SHALL BE MARKED WHEN CASTING TO ASSURE ADEQUATE REINFORCING AND PROPER ALIGNMENT WHEN CUTTING AND ROTATING.
 ALL PIPE DIMENSIONS SHOWN ARE NOMINAL.

REV. NO. DATE DESCRIPTION OF REVISION

R4 JAN 07 REWORKED REFERENCE TO CONC. AAS-3000
 R3 AUG 82 REVISED ELBOW CONSTRUCTION
 R2 AUG 82 REVISED ELBOW CONSTRUCTION

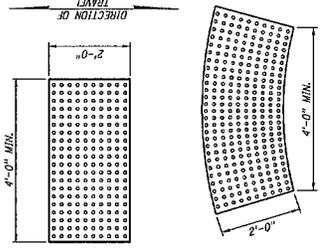
NEBRASKA DEPARTMENT OF ROADS
 STANDARD PLAN NO. 425-R4
**COLLARS AND ELBOWS
 FOR CONCRETE PIPE**

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

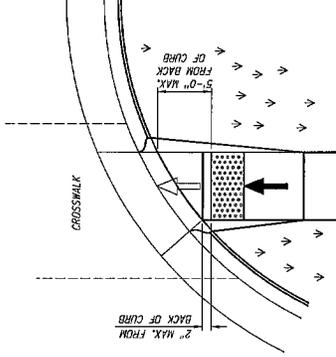
DATE: _____
 ORIGINAL: FEBRUARY 1974
 DATE: _____

NOTES:

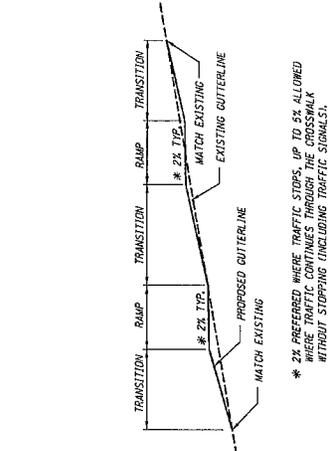
1. THE SURFACE OF ALL CURB RAMPS SHALL BE FINISHED PERPENDICULAR TO THE SLOPE OF THE CURB RAMP.
2. CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE CURB RAMP, FREE OF SAGS AND SHORT GRADE CHANGES.
3. ALL CURB RAMPS SHALL BE CONSTRUCTED WITH A DETECTABLE WARNING PANEL (DWP), 2 FT. x 4 FT. MINIMUM, PLACED WITHIN 2" OF THE BACK OF CURB. DETECTABLE WARNING PANELS:
 - SHALL BE PAID FOR BY THE SO. FT.
 - SHALL BE FROM THE APPROVED PRODUCT LIST
 - SHALL BE A CONTRASTING COLOR TO THE SURROUNDING SURFACING
 - SHALL COVER THE FULL WIDTH OF THE CURB RAMP.
4. NEW CURB RAMPS SHALL HAVE CAST IN CONCRETE DETECTABLE WARNING PANELS.
5. TURNING SPACE SHALL HAVE MINIMUM DIMENSIONS OF 4 FT. x 4 FT. AND SHALL BE A MINIMUM OF 1 FT. FROM ANY OBSTACLE SUCH AS A CURB OR RETAINING WALL FOR SWING OF WHEELCHAIR FOOT REST. THE SLOPE SHALL BE 2% MAXIMUM IN ANY DIRECTION.
6. THE WORK OF CONSTRUCTING CURB RAMPS SHALL BE INCLUDED IN THE QUANTITIES FOR CONCRETE, CURB, FINISH, PAINT, MEDIAN SURFACING OR "CONCRETE DRIVEWAY". THE WORK OF MODIFICATION OF NEW OR EXISTING CURB WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO OTHER ITEMS OF WORK FOR WHICH DIRECT PAYMENT IS MADE.



DETECTABLE WARNING PANELS

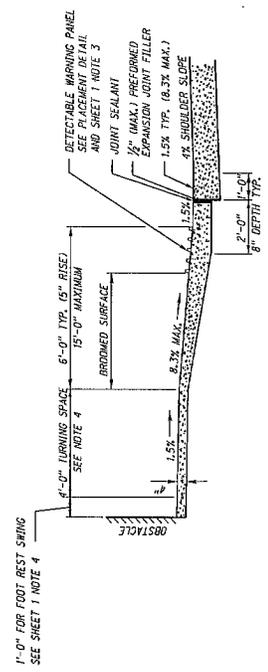


DETECTABLE WARNING PANEL PLACEMENT DETAIL

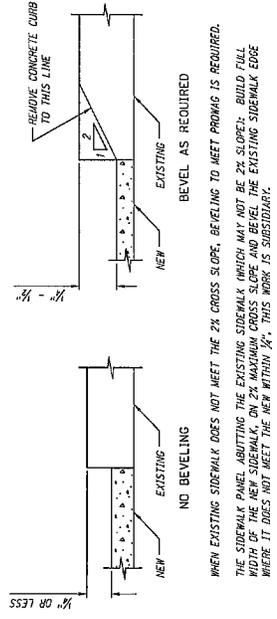


* 2% PREFERRED WHERE TRAFFIC STOPS, UP TO 5% ALLOWED WHERE TRAFFIC CONTINUES THROUGH THE CROSSWALK WITHOUT STOPPING (INCLUDING TRAFFIC SIGNALS).

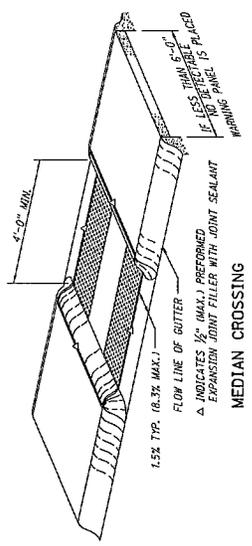
GUTTER PROFILE DETAIL



TYPICAL RAMP PROFILE

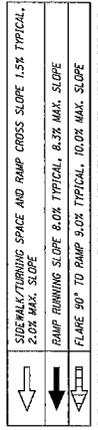


BEVELING DETAIL



MEDIAN CROSSING

SLOPE LEGEND



THE CONTRACTOR SHOULD ACCOUNT FOR CONSTRUCTION TOLERANCES TO PREVENT EXCEEDING THE MAXIMUM SLOPES. ANY SLOPES EXCEEDING THE MAXIMUMS SHALL BE CORRECTED PRIOR TO PROWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AN EXCEPTION TO THIS IS THE TRANSITIONAL SEGMENT TO EXISTING SIDEWALK MUST CONNECT TO THE EXISTING SIDEWALK PANEL; THIS DOES NOT REQUIRE A STATEMENT OF TECHNICAL INFESIBILITY. (REF. PROWING CHAPTER R3 TECHNICAL REQUIREMENTS)

NOTE: COMBINATION CONCRETE CURB AND GUTTER MAY BE REMOVED AND REPLACED IN LIEU OF MILLING.

CURB DETAIL

LEGEND

- DETECTABLE WARNING PANEL (DWP)
- ROOVED CURB RAMP WHEN 5% TO 8.3%
- RAMP FLARE
- GRASS OR NON-WALKING SURFACE
- CURB TRANSITION
- CURB FACE SLOPE 1 VERT. : 2 HORIZ.

REV. NO.	DATE	DESCRIPTION OF REVISION
R1	FEB 13	ALL OF PLAN REVERTED TO ORIGINAL
R2	OCT 14	CHANGE BN TO ROADWAY DESIGN ENGINEER

NEBRASKA DEPARTMENT OF ROADS
STANDARD PLAN NO. 303-R2
CURB RAMPS

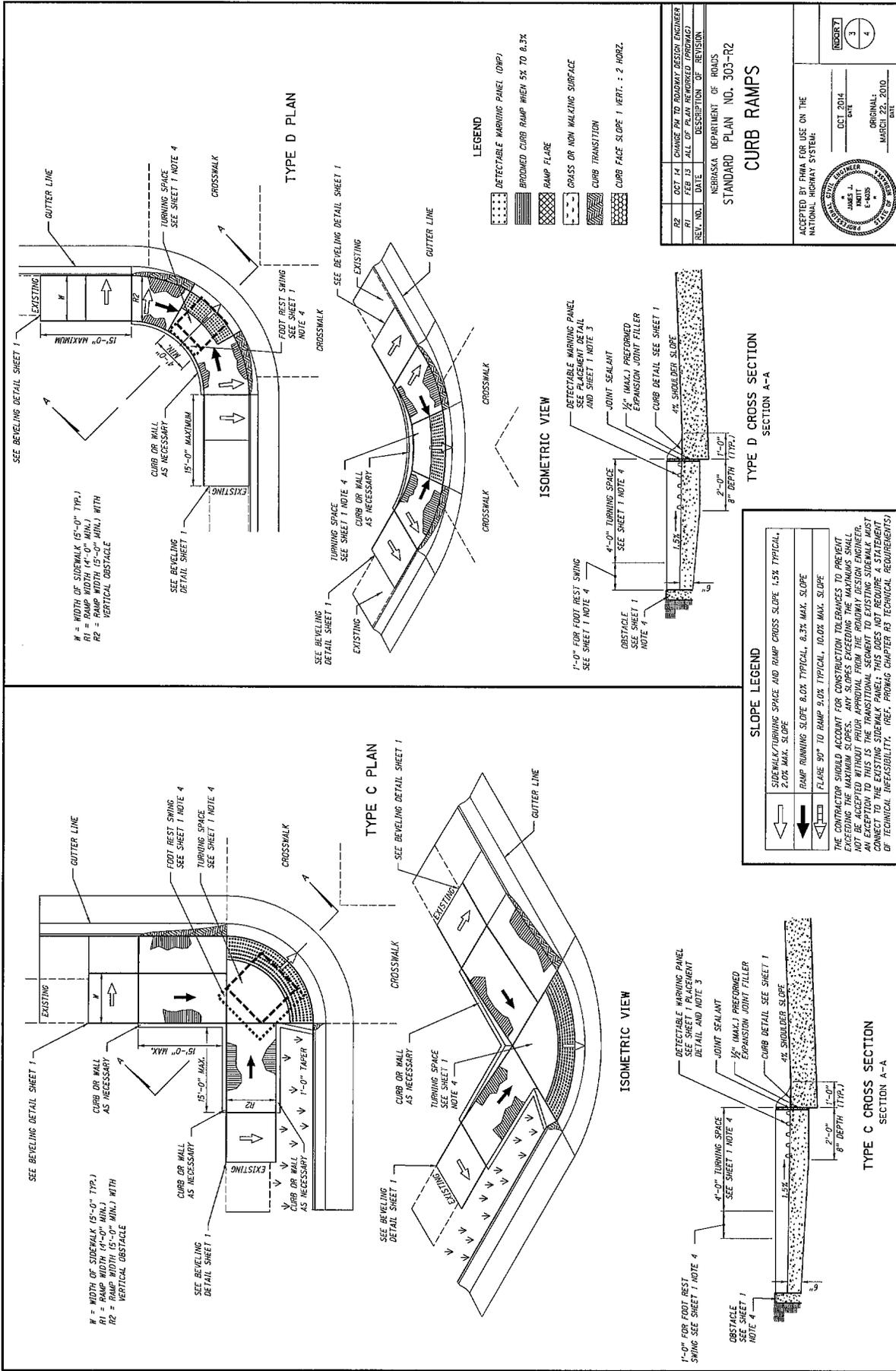
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

STATE OF NEBRASKA
JAMES A. JOHNSON
GOVERNOR

DATE: OCT 2014
BY: [Signature]

ORIGINAL: MARCH 2012
REVISED: 2010

ROADWAY DESIGN DIVISION



ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

OCT 2014 DATE

JAMES J. E-KOS ORIGINAL

MARCH 2010 DATE

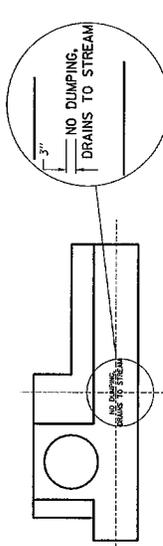
NEBRASKA DEPARTMENT OF ROADS

STANDARD PLAN NO. 303-R2

CURB RAMPS

REVISIONS:

REV. NO.	DATE	DESCRIPTION OF REVISION
R2	OCT 14	CHANGE FROM ROADWAY DESIGN ENGINEER
R1	FEB 13	ALL OF PLAN REWORKED (PROWAG)
REV.		

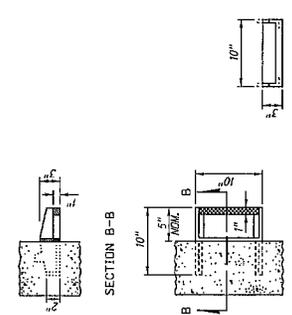


NOTE:
TEXT IS TO BE IMPRINTED INTO
CONCRETE, AT A DEPTH OF 3/4".

INLET COVER

SIZE Y x X	CONCRETE CU. YDS. *	REINFORC. STEEL LBS. *	ADDITIONAL QUANTITIES OF CONCRETE (CU. YDS.) OF DIMENSIONS "X" **
2'-0" x 2'-0"	0.34	15	0.26
2'-0" x 3'-0"	1.06	18	0.27
2'-0" x 3'-0"	1.18	23	0.31
2'-0" x 3'-0"	1.33	22	0.34
3'-0" x 3'-0"	1.47	23	0.36
3'-0" x 3'-0"	1.61	30	0.39
3'-0" x 4'-0"	1.75	34	0.41

* NO DEDUCTIONS WILL BE MADE FOR PIPE OPENINGS
** DIMENSION "X" SHALL NOT EXCEED 5'-0"

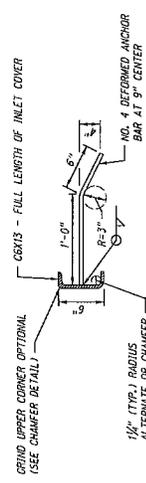


SECTION B-B
PLAN
FRONT ELEVATION
STEPS TO BE PLACED AT 16" CENTERS
CAST IRON STEPS

INLET OPENING	WEIGHT (LBS.)
6'-0"	120
8'-0"	157
10'-0"	186
12'-0"	215
14'-0"	243
16'-0"	272

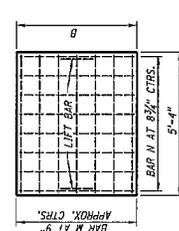


CHAMFER DETAIL



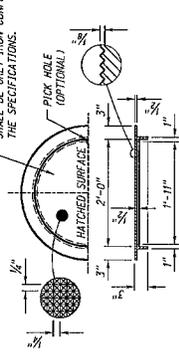
FACE ARMOR

NOTE:
THE COMPLETED FACE ARMOR/ANCHOR BAR ASSEMBLY SHALL BE HOT-DIP
GALVANIZED IN ACCORDANCE WITH ASTM A53.



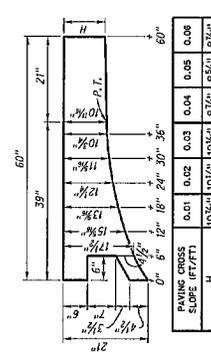
SECTION
BACK COVER

THE CAST IRON COVERS AND FRAMES
SHALL BE GREY IRON CONFORMING TO
THE SPECIFICATIONS.



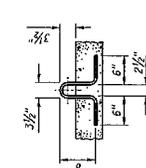
CAST IRON
COVER AND FRAME

TOTAL WEIGHT = 125 LBS.

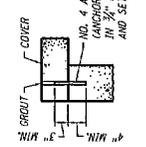


GUTTER DEPRESSION TEMPLATE

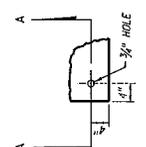
PAVING CROSS SLOPE (P/FT)	H
0.01	0.02
0.02	0.03
0.03	0.04
0.04	0.05
0.05	0.06
10 1/2%	10 1/4"
10%	9 7/8"
9 1/2%	9 1/4"



LIFT BAR



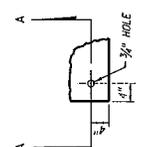
SECTION A-A



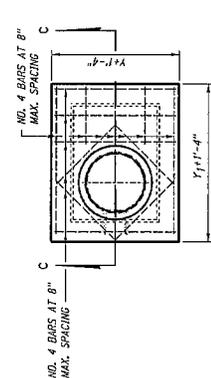
ANCHOR BAR

NO. 4 ANCHOR BAR -
ANCHOR BAR SHALL BE PLACED
IN 1/2" MIN. FROM CURB AND
AND SET WITH EPOXY COMPOUND

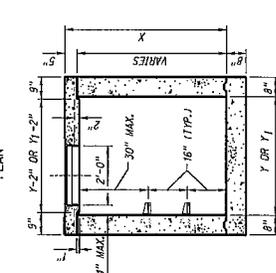
SECTION C-C



SECTION C-C
JUNCTION BOX
(NOT FOR USE UNDER TRAFFIC)



PLAN



SECTION C-C
JUNCTION BOX
(NOT FOR USE UNDER TRAFFIC)

REV. NO.	DATE	DESCRIPTION OR REVISION
R9	APR 14 1971	71-3" BACK IN JUNCTION BOX
R8	JUL 71	FACE ARMOR DETAIL TO STREAM
R7	JUL 71	NO. 4 ANCHOR BAR TO STREAM

NEBRASKA DEPARTMENT OF ROADS
STANDARD PLAN NO. 443-R9
CURB INLETS
AND JUNCTION BOX

ACCEPTED BY FHWA FOR USE ON THE
NATIONAL HIGHWAY SYSTEM

CITY ENGINEER
JAMES A.
SMITH
PLANNING
DIVISION

DATE
FEBRUARY 22, 1974

BOOK NO.
2
2

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

ITEM: 41

RECOMMENDATION:

APPROVE THE REQUEST FROM THE McCOOK HIGH SCHOOL HEALTH CAREERS CLASS TO HOST THEIR HUMANE SOCIETY 5K RUN/WALK UTILIZING CITY STREETS ON SATURDAY APRIL 16, 2016 STARTING AT 10:00 A.M.

BACKGROUND:

The request from the McCook High School Health Careers Class is to utilize city streets to host their Humane Society 5K Run/Walk on Saturday April 16, 2016 beginning at 10:00. This run will be a fund raiser for the Humane. A certificate of insurance has been requested from the McCook Public Schools. They also plan to have volunteers present at the intersections to assist with traffic control.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

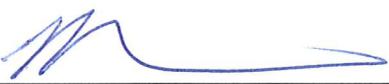
APPROVE THE REQUEST FROM THE McCOOK HIGH SCHOOL HEALTH CAREERS CLASS TO HOST THEIR HUMANE SOCIETY 5K RUN/WALK UTILIZING CITY STREETS ON SATURDAY APRIL 16, 2016 STARTING AT 10:00 A.M.

APPROVALS:



Kyle Potthoff, Public Works Director

March 30, 2016



Nate Schneider, City Manager

March 30, 2016

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

ITEM: 4J

Adopt Resolution No. 2016-08 granting a Waiver of Payment in Lieu of Taxes to the McCook Housing Agency.

BACKGROUND:

The McCook Housing Agency has requested that the city Council approve a resolution waiving the payment in lieu of taxes for their housing projects.

This waiver is a requirement from HUD and is presented to the Council on an annual basis pursuant to the recommendation of the auditor for the McCook Housing Agency.

Attached for your reference, is a copy of the May 30, 2003 memorandum from legal counsel addressing the original request from the Housing Agency and a copy of current state statute.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

Adopt Resolution No. 2016-08 granting a Waiver of Payment in Lieu of Taxes to the McCook Housing Agency.

APPROVALS:



Lea Ann Doak, City Clerk

March 30, 2016

RESOLUTION NO. 2016-08

BE IT RESOLVED, by the Mayor and City Council of the City of McCook, Nebraska:

THAT, the Mayor and City Council of the City of McCook, Nebraska hereby grant to the McCook Housing Agency a WAIVER OF PAYMENT IN LIEU OF TAXES for any public housing projects and for any other purposes as required by the Department of Housing and Urban Development.

PASSED AND APPROVED THIS 4th day of April, 2016.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

LAW OFFICES
BURGER & BENNETT, P.C.
116 WEST E STREET
P.O. BOX 1205
MCCOOK, NEBRASKA 69001-1205

G. PETER BURGER
DAYLENE A. BENNETT

PHONE 308 345-7500
FAX 308 345-7502

MEMORANDUM

TO: Lea Ann Doak
FROM: Daylene Bennett
DATE: May 30, 2003
RE: McCook Housing Authority – Payment In Lieu of Taxes

I have reviewed the Nebraska Statutes and also conferred with Stan Goodwin, the attorney for the McCook Housing Authority, regarding their request for a resolution waiving any payment in lieu of taxes.

The Nebraska Statutes provide that the property of the Housing Authority is not subject to taxation. However, the statutes also provide (in Section 71-1590) that a housing authority may agree to make payment in lieu of taxes.

Part of the original contract with HUD and the Housing Authority was that the City would annually waive any payment in lieu of tax. The fact that the Nebraska Statutes do not require housing authorities to make payment of tax is, apparently, immaterial to HUD.

The auditor for the McCook Housing Authority is requiring an annual waiver by the City of any payment in lieu of tax. This can be accomplished by resolution of the City Council.

Please place this item on the agenda for the second meeting in June. We also should docket the anniversary date so that the resolution can be presented to the Council annually.

I will touch base with you next week regarding the resolution.

DAB/mv

71-1590. Taxation of property; Indian housing authorities; payments in lieu of taxes.

(1) The real and personal property of a local housing agency and any wholly owned controlled affiliate thereof used solely (a) for the administrative offices of the housing agency or wholly owned controlled affiliate thereof, (b) to provide housing for persons of eligible income and qualifying tenants, and (c) for appurtenances related to such housing shall be exempt from all taxes and special assessments of any city, any county, the state, or any public agency thereof, including without limitation any special taxing district or similar political subdivision. All other real and personal property of the housing agency or wholly owned controlled affiliate thereof shall be deemed to not be used for a public purpose for purposes of section 77-202 and shall be taxable as provided in sections 77-201 and 77-202.11. Property owned jointly by a housing agency or its wholly owned controlled affiliates with other nongovernmental persons or entities shall be exempt from such taxes and assessments to the extent of the ownership interest which the housing agency and its wholly owned controlled affiliates hold in the property and to the extent the property is used solely to provide housing for persons of eligible income and qualifying tenants. Nothing in this section shall be deemed to preclude a housing agency and its wholly owned controlled affiliates from entering into an agreement for the payment of all or any portion of any special assessments which might otherwise be assessed except for the exemption created by this section.

(2) A housing agency may agree to make payments in lieu of all taxes or special assessments to the county within whose territorial jurisdiction any development of such housing agency or its controlled affiliates is located, for improvements, services, and facilities furnished by the city, county, or other public agencies, for the benefit of such development. Nothing contained in this section shall be deemed to require such an agreement by a local housing agency, and in no event shall the amounts payable by the housing agency exceed the amounts which, except for the exemption provided in this section, would otherwise be payable under regular taxes and special assessments for similar properties referred to in subsection (1) of this section. All payments in lieu of taxes made by any such housing agency shall be distributed by the county to all public agencies in such proportion that each public agency shall receive from the total payment the same proportion as its property tax rate bears to the total property tax which would be levied by each public agency against property of the housing agency if the same were not exempt from taxation.

(3) The property of Indian housing authorities created under Indian law shall be exempt from all taxes and special assessments of the state or any city, village, or public agency thereof. In lieu of such taxes or special assessments, an Indian housing authority may agree to make payments to any city, village, or public agency for improvements, services, or facilities furnished by such city, village, or public agency for the benefit of a housing project owned by the housing authority, but in no event shall such payments exceed the estimated cost to such city, village, or public agency of the improvements, services, or facilities to be so furnished. All payments made by any such housing authority in lieu of taxes, whether such payments are contractually stipulated or gratuitous voluntary payments, shall be distributed among the cities, villages, or public agencies within which the housing project is located, in such proportion that each city, village, or public agency shall receive from the total payment the same proportion as its ad valorem tax rate bears to the total ad valorem tax rate which would be levied by each city, village, or public agency against the properties of the Indian housing authority if the same were not exempt from taxation. For purposes of this section, (a) Indian housing authority means an entity that is authorized by federal law to engage or assist in the development or operation of

low-income housing for Indians and which is established by the exercise of the power of self-government of an Indian tribe and (b) Indian law means the code of an Indian tribe recognized as eligible for services provided to Indians by the United States Secretary of the Interior.

Source: Laws 1999, LB 105, § 19; Laws 2000, LB 1107A, § 1.

CITY MANAGER'S REPORT
APRIL 4, 2016 CITY COUNCIL MEETING

ITEM: **4K**

RECOMMENDATION:

APPROVE SPECIFICATIONS FOR THE 2016 ARMOR COATING PROJECT AND SET THE TIME AND DATE TO RECEIVE BIDS AS 2:00 P.M. APRIL 26, 2016

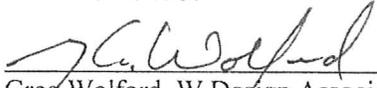
BACKGROUND

This is the annual armor coating maintenance done by the City.

As has been done in the past, the City will receive bids for the contractor to supply oil in full transport loads. Included in the contractor's bid is applying the oil; then placing and rolling the gravel supplied by the City. The Specifications call for one complete transport of oil with the option of adding a second if funds are available.

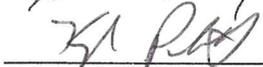
FISCAL IMPACT: None.

APPROVALS:



Greg Wolford, W Design Associates

Date: 29 Mar 16



Kyle Potthoff, Public Works Director

Date: 3/30/16



Nate Schneider, City Manager

Date: 3-30-16

SPECIFICATIONS

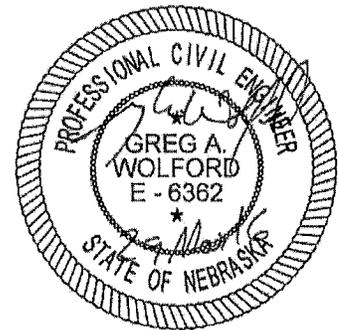
FOR

CITY STREET ARMOR COATING

McCOOK, NEBRASKA

2016 ARMOR COATING PROJECT

MARCH 2016



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

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GENERAL CONDITIONS AND CONSTRUCTION CONTRACT

General Conditions –	
NDOR Standard Specifications for Highway Construction - 2007	**
Supplementary Conditions	00800

DETAILED SPECIFICATIONS

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

ADVERTISEMENT FOR BIDS

The CITY OF McCOOK, Nebraska will receive sealed bids for the 2016 Armor Coating Project and associated work as described in the Plans and Specifications until 2:00 P.M. CDST at the Office of the City Clerk, McCook, Nebraska on April 26, 2016 and then at said office publicly open and read aloud.

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

Contractors may obtain Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$15.00 for each set requested.

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

This project is the armor coating of various City streets in McCook.

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

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

Date: April 4, 2016
Publish: April 7, 14 and 21, 2016

Lea Ann Doak, City Clerk
City of McCook, NE

INSTRUCTIONS TO BIDDERS

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

1. EXAMINATION

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

2. QUESTIONS

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

3. SUBSTITUTIONS

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

4. PROPOSALS

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

5. BID SECURITY

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

6. BONDS

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

7. SUBMITTAL

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

8. MODIFICATION AND WITHDRAWAL

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

9. DISQUALIFIED

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

10. OPENING

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

11. AWARD

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

12. SALES TAX

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

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

13. SPECIAL INSTRUCTIONS TO BIDDERS

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

PROPOSAL

_____, 2016

City Council
McCook, NE 69001

The undersigned, having inspected the site for the proposed construction and being familiar with all conditions of the work, including Drawings and Specifications thereof entitled "2016 ARMOR COATING PROJECT", McCook, Nebraska dated March 2016 and including Addenda or Instructions issued during the estimate period, all as prepared by W DESIGN ASSOCIATES, hereby offers to furnish all plant, labor, equipment, materials and operations required for the complete and prompt execution of all work described in, or shown in, or reasonably implied by the above mentioned documents for such sums as detailed hereinafter:

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE EA.	TOTALS
				\$	\$
1.	Armor Coat Oil*	1	Gal.	_____	_____

* The City of McCook armor coat streets based on "Full Transport Loads" of oil applied. The City will purchase one transport load with an option for a second. The bid price per gallon of oil includes the cost of the oil, application of gravel, labor and equipment required to armor coat the streets. See Section 01805.

Proposed START DATE _____

Proposed COMPLETION DATE _____

Receipt of Addenda is hereby acknowledged:

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

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

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract Documents and Bonds to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner proof of insurance coverage, all within ten days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

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

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

By

Address

Seal (If Corporation)

SECTION 00500 – 2016 ARMOR COATING CONTRACT

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

WITNESSETH: That the parties under the CONTRACT agree that the CONTRACTOR shall carry out the following generally described work on the owner’s property in consideration of the unit prices as hereby set forth. 2016 ARMOR COATING PROJECT

ITEM DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
1. Armor Coat Oil	1	Gal.	\$ _____	\$ _____

The City of McCook agrees to purchase one full transport load of Armor Coat Oil at the above unit price per gallon with the option to purchase a second full load.

All work shall be done in accordance with the Plans and Specifications provided to the CONTRACTOR and dated March 2016.

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

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

Further, the CONTRACTOR agrees to complete all work by _____, 2016 and accepts the liquidated damages clause included in the Proposal Form.

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

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

IN WITNESS WHEREOF, the parties to this contract have severally affixed their signatures executing this instrument this _____ day of _____ 2016.

APPROVED:

By _____

By _____

Date _____

Date _____

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

SECTION 00800 - SUPPLEMENTARY CONDITIONS

INTRODUCTION

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

1. All such variations shall be shown on the field documents which shall be delivered to the Engineer before final payment is made.
2. The Contractor shall provide a Certificate of Insurance of the following types and in amounts not less than the following:
 - A. Worker's Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability: \$1,000,000.00
 - B. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury:

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

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

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

\$1,000,000.00	Each Occurrence
\$1,000,000.00	Annual Aggregate
 - D. Personal Injury, with Employment Exclusion deleted:

\$1,000,000.00	Annual Aggregate
----------------	------------------

- E. Comprehensive Automobile Liability:
 - (a) Bodily Injury:

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

\$1,000,000.00	Each Occurrence
----------------	-----------------

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

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

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

3. FORM OF AGREEMENT

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

4. SANITARY CONVENIENCES

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

5. SCHEDULING OF WORK

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

SECTION 01010 - SUMMARY OF THE WORK

GENERAL

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

PROJECT DESCRIPTION

This project involves armor coating various city streets in accordance with the NDOR 2007 Standard Specifications for Highway Construction. The City Staff will direct the Contractor as to which streets will be armor coated.

SECTION 01100 - ALTERNATE MATERIALS OR METHODS

1. ALTERNATE MATERIALS

A. Standard Manufacturer

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

B. "Or Equal" Clause

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

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

SECTION 01800 - EXISTING FACILITIES

1. GENERAL

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

SECTION 01805 – CHANGES TO STANDARD SPECIFICATIONS - TECHNICAL

GENERAL

This section describes the changes to technical portions of the NDOR 2007 Standard Specifications for Highway Construction.

MATERIALS

1. Oil for Armor Coating. The Contractor shall provide all oil for armor coating. The oil shall be Grade CRS-2. The City will complete this project using full transport loads of oil only. The City realizes that the Contractor will run out of oil before completing all streets desired. Those streets not completed will be done in next year's project.

The City will provide the Contractor with a list of streets to be armor coated upon arrival to begin work.

2. Gravel. The City shall provide all gravel for the project. The City will stockpile the gravel at the City street shop on South Street in McCook. The Contractor will be responsible for loading the gravel into his trucks at that point. Any gravel left over after completion of the project shall remain the property of the City.

WORKMANSHIP

1. The City of McCook will be responsible for cleaning and killing all grass and weeds in the cracks of streets to be armor coated.
2. The Contractor shall be responsible for all other street cleaning.
3. The City shall "pre-advertise" the streets to be armor coated, as well as the Contractor's schedule. The Contractor shall be responsible for all traffic control.
4. The Contractor shall be responsible for placing the oil and gravel; initial rolling of the armor coat and repair of "bleeding" for 24 hours after the armor coat is placed.
5. The City of McCook shall maintain the streets after the 24 hour period as well as being responsible for removal of excess gravel on armor coated streets.

MEASURE AND PAYMENT

1. The Engineer shall approve rates of application for oil and gravel on the streets.
2. The only item for which direct payment will be made is "Armor Coat Oil." This item will be paid for by the gallon as provided on transport weight tickets, adjusted to 60° F. All other items shall be subsidiary to this item.

END OF ...

SPECIFICATIONS

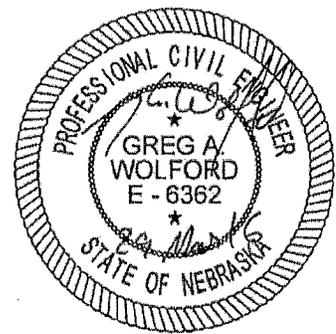
FOR

CITY STREET ARMOR COATING

McCOOK, NEBRASKA

2016 ARMOR COATING PROJECT

MARCH 2016



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

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

ITEM: 5A Receive and file a presentation from Craig Bennett and Brenda Jensen of Miller and Associates regarding annexation processes.

BACKGROUND:

Over the past few years, one goal that the City of McCook has maintained is the need to promote thoughtful growth and plan for McCook's future. It was at the heart of the City's zoning ordinance and subdivision regulation modifications. Annexation has been brought up on numerous occasions when we have discussed future land use. It has been discussed with regard to our housing shortage concerns. Our auditor consistently includes annexation as an item to consider. It was one of the two major issues identified during the City Manger hiring process (the other being renewal of the City Sales Tax).

A good place to start the discussion is by having professional planners give the City a "nuts and bolts" presentation regarding what the annexation process looks like. Craig Bennett and Brenda Jensen of Miller and Associates have been involved in numerous planning efforts around the State of Nebraska. Staff has discussed the possibility of having their group present some of the things to consider during annexation considerations.

Staff does not currently have a plan in mind with respect to potential annexation efforts. There are no specific areas that the City has identified. Staff realizes the need for extensive communication during discussions with our neighbors who may be impacted by annexation. Staff's desire is to keep the dialogue open between all of the potentially affected parties to ensure that nobody is left out of the discussions.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Receive and file a presentation from Craig Bennett and Brenda Jensen of Miller and Associates regarding annexation processes.



Lea Ann Doak, City Clerk

March 29, 2016



Nathan A. Schneider, City Manager

March 29, 2016

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

ITEM: 5B

RECOMMENDATION:

**DISCUSS THE NO U-TURN AT THE INTERSECTION OF NORRIS
AVENUE AND "A" STREET**

BACKGROUND:

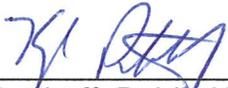
This discussion item was requested by Councilwoman Hepp.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

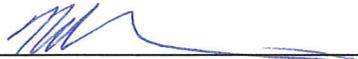
**DISCUSS THE NO U-TURN AT THE INTERSECTION OF NORRIS
AVENUE AND "A" STREET**

APPROVALS:



Kyle Potthoff, Public Works Director

March 25, 2016



Nate Schneider, City Manager

March 25, 2016

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

ITEM: 5C

Receive and file presentation from Utility Director Jesse Dutcher.

BACKGROUND:

At the request of the McCook City Council, Utility Director Jesse Dutcher will give a report on what's happening within the Water and Sewer Departments.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

Receive and file presentation from Utility Director Jesse Dutcher.

APPROVALS:



Lea Ann Doak, City Clerk

March 30, 2016