

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, June 7, 2021
5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Announcements & Recognitions.
2. Consent Agenda.
 - A. Approve the minutes of the May 17, 2021 regular City Council meeting.
 - B. Approve the application for a Special Designated Liquor License submitted by MO Dough, LLC, Liquor License #IK-057785, for a wedding reception to be held at the Red Willow County Fair Grounds Community Building, 1412 West 5th Street, on July 10, 2021 from 8:00 A.M. to 1:00 A.M.
 - C. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on July 31, 2021 from 12:00 P.M. to 1:00 A.M.
 - D. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the Red Willow County Community Building, 1412 West 5th Street, on August 7, 2021 from 12:00 P.M. to 1:00 A.M.
 - E. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on August 7, 2021 from 12:00 P.M. to 1:00 A.M.
 - F. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on September 11, 2021 from 12:00 P.M. to 1:00 A.M.
 - G. Ratify the Mayor's appointments to the Economic Development Plan Citizen's Advisory Review committee - appoint Alexis Davidson to fill remaining term of Danielle Johnson - term expires July 2022; and to the Tree Advisory Board - appoint JoHanna Scott to fill remaining term of Cloyd Clark - term expires April 2023.

- H. Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for a Fair Concert to be held at the Red Willow County Fairgrounds outdoor arena and grandstands – alternate indoor location, Red Willow County Fairgrounds Alice Building, 1412 West 5th Street, on July 23, 2021 from 9:00 A.M. to 1:00 A.M.
 - I. Declare the listed abandoned and unclaimed vehicles and property as surplus city property to be disposed of in the appropriate legal manner.
 - J. Authorize city staff to remove the east section of the larger shelter house in Barnett Park due to its deteriorating condition.
 - K. Approve and authorize the Mayor to sign Amendment #2 to the Professional Engineering Agreement with Miller & Associates, Consulting Engineers, P.C., adding additional services to comply with NDEE-SRF requirements.
 - L. Approve Change Order No. 2 to increase the contract to Myers Construction, Inc. by \$38,000 to a new contract price of \$620,325.71 for the addition of DWSRF requirements for American Iron and Steel, Davis Bacon wage rate and other requirements as included in the Governmental Requirements pages.
 - M. Approve the Encroachment Agreement with Panhandle Geotechnical & Environmental, Inc. for the purpose of installing air sparge, groundwater recovery conduits and drainage lines along West 8th Street between West "A" Street and West "B" Street and authorize the Mayor to sign.
 - N. Approve an application from Pinpoint Communications, Inc. of Cambridge, Nebraska to occupy city right-of-way for the purpose of installing underground conduit and a vault for fiber optic cable in the alley of the 900 Block of East "E" and East "F" Streets and the east side of the 500 Block of East 9th Street and authorize the Mayor to sign the Application to Occupy Right-of-Way.
 - O. Approve amendments to Dog Park Lease.
 - P. Approve for the City of McCook to receive a \$25,000 donation from the McCook Community Foundation to assist in the establishment of the Rural Workforce Housing Fund.
3. Regular Agenda.
- A. Approve the abandonment of an easement located on the north side of Block 2 of the Bish Addition and authorize staff to complete the necessary documents to effectuate the abandonment of the easement; said abandonment contingent upon the execution of an agreement between the City of McCook and the property owner allowing for the future annexation of the west portion of the impacted property into the City of McCook's corporate boundaries and contingent on the construction of a building on the easement.
 - B. Consider a request from Josiah Hegwood/Blackwood Enterprises regarding leasing parking area from the City of McCook at the Old Public Safety Center for a building project at 520 West "B" Street.
 - C. Follow-up discussion regarding the McCook City Council's prioritization of current general and enterprise fund needs and potential general fund projects.
 - D. Authorize staff to prepare and submit an application for the 2021 COPS Hiring Program grant.
 - E. Discuss and approve the 2021-2022 budget schedule.

- F. Presentation from City Attorney, Nathaniel Mustion, regarding an update on the creation of a regional land bank.
- G. Consider a request from the Norris Institute for the City of McCook to donate \$10,000 of ACE Funds to the Norris Alley Project.
- H. Approve the McCook Economic Development Corporation's purchase of land utilizing LB840 funds, in the initial amount of \$70,000 with the potential for additional funds up to \$210,000, for land described as Fifth Park View Subdivision to the City of McCook, Block 1, Lots 1 – 12.
- I. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
JUNE 7, 2021 CITY COUNCIL MEETING**

ITEM: **2.A.**

Approve the minutes of the May 17, 2021 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 31, 2021

McCook City Council
May 17, 2021
5:30 P.M. Central

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

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

Absent: City Attorney Mustion.

City Officials present: City Manager Schneider, City Clerk Doak, Utilities Director Dutcher, Water Superintendent Fawver, Fire Chief Harpham, Public Works Director Potthoff, Senior Services Director Siegfried, Police Chief Smith, and Airport Maintenance Operator Vontz.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on May 13, 2021, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Gonzales announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Gonzales called the meeting to order.

1. Announcements & Recognitions.

Chief Harpham introduced Connor Lepper as the new Firefighter/paramedic and City Manager Schneider reminded all of the electronics recycling that will be held at the Transfer Station on Saturday, May 22, 2021 between the hours of 8:00 A.M. and Noon.

2. Public Hearings.

- 2.A. Conduct a public hearing on the application of Javier Hernandez Vega; dba "Fuller's Family Restaurant," for Class "C" License #124262 - (Beer, Wine Distilled Spirits, On and Off Sale) License under the Nebraska Liquor Control Commission, to be located at 110 Norris Avenue.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the application of Javier Hernandez Vega; dba "Fuller's Family Restaurant," for Class "C" License #124262 - (Beer, Wine Distilled Spirits, On and Off Sale) License under the Nebraska Liquor Control Commission, to be located at 110 Norris Avenue, McCook, Nebraska, with the City Manager to act as hearing officer. This motion, made by Calvin and seconded by Weedon, passed.

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

The City Manager offered and received into evidence Exhibit #1 - the City Manager's Report dated May 17, 2021 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - email notice from Brenda Hiland, Nebraska Liquor Control Commission Licensing Division (1 page); Exhibit #4 - Application and all attachments (34 pages); Exhibit #5 - Police Department Report (6 pages); and Exhibit #6 - Recommendation to the Nebraska Liquor Control Commission (1 page).

Javier Hernandez Vega, applicant, was present to address questions from the Council.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a City Council. This motion, made by Calvin and seconded by Muehlenkamp, passed.
Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

- 2.B. Recommend approval to the Nebraska Liquor Control Commission the application of Javier Hernandez Vega; dba "Fuller's Family Restaurant," for Class "C" License #124262 - (Beer, Wine Distilled Spirits, On and Off Sale) License under the Nebraska Liquor Control Commission, to be located at 110 Norris Avenue, McCook, Nebraska.

Motion to recommend approval to the Nebraska Liquor Control Commission the application of Javier Hernandez Vega; dba "Fuller's Family Restaurant," for Class "C" License #124262 - (Beer, Wine Distilled Spirits, On and Off Sale) License under the Nebraska Liquor Control Commission, to be located at 110 Norris Avenue, McCook, Nebraska. This motion, made by Calvin and seconded by Muehlenkamp, passed.
Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3. Proclamations.

- 3.A. Approve the proclamation designating the week of May 9-15, 2021 as "National Skilled Nursing Care Week" and authorize the Mayor to sign.

Motion to approve the proclamation designating the week of May 9 - 15, 2021 as "National Skilled Nursing Care Week" and authorize the Mayor to sign. This motion, made by Calvin and seconded by Weedin, passed.
Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

- 3.B. Approve the proclamation designating the week of May 16-22, 2021 as "National Public Works Week" and authorize the Mayor to sign.

Motion to approve the proclamation designating the week of May 16-22, 2021 as "National Public Works Week" and authorize the Mayor to sign. This motion, made by Calvin and seconded by

Weedin, passed.

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

- 3.C. Approve the proclamation designating May 16-22, 2021 as "Emergency Medical Services Week" and authorize the Mayor to sign.

Motion to approve the proclamation designating May 16-22, 2021 as "Emergency Medical Services Week" and authorize the Mayor to sign. This motion, made by Calvin and seconded by Weedin, passed.

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

4. Consent Agenda.

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

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

- 4.A. Approve the minutes of the May 3, 2021, regular City Council meeting.
- 4.B. Receive and file the Financial Report for the period ending April 30, 2021.
- 4.C. Approve the application for a Special Designated Liquor License submitted by HoJo's Hideaway - Howard Johnson, Liquor License #CK-69997, for a reception to be held at McCook Municipal Auditorium, 302 West 5th Street, on June 19, 2021 from 5:00 P.M. to 1:00 A.M.
- 4.D. Approve the State of Nebraska Department Economic Development Civic and Community Center Financing Fund Assistance Award Contract No. 21-03-088 and authorize the Mayor to sign.
- 4.E. Approve the Professional Services Contract Agreement between the City of McCook and Garver, LLC to provide professional services for Project No. 3-31-0052-015-2021, the development of an Airport Master Plan update at McCook Ben Nelson Regional Airport and authorize the Mayor to sign.
- 4.F. Receive and file an Engagement Letter with PFM Financial Advisors, LLC, authorizing PFM to serve as the financial advisory to the City of McCook in connection with the issuance of Combined Utilities Revenue Refund Bonds, Series 2021.
- 4.G. Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for the Pro/Am Golf Banquet to be held in the Citta' Deli parking lot, 110 West 1st Street, on June 5, 2021 from 12:00 P.M. to 1:00 A.M.

5. Regular Agenda.

- 5.A. Receive and file a request from Curt Swanhorst regarding the vacation of a perpetual easement in favor of the City of McCook located in the northern portion of the Bish Addition to the City of McCook.

City Manager Schneider reviewed the following information from his City Manager's Report: "Curt Swanhorst approached city staff regarding the vacation of an easement located in the northern portion of the Bish Addition to the City of McCook. The easement was dedicated to the City of McCook in 2017 when the Bish Addition was created by the City Council. The easement is 75.67 feet wide and stretches from U.S. Hwy. 83 west 536.71 feet to the west. The easement was created by the developer of the Bish Addition to access property located to the west of the Bish Addition, should development ever occur. The property to the west that is accessible through the use of the easement is zoned agricultural. The future land use map shows the preferred land use of the property located to the west of Bish Addition as high density residential."

"Mr. Swanhorst owns all of Block 2 of the Bish Addition, which is located in the Northeast Quarter of Section 24, Township 3 North, Range 30 West of the 6th P.M. According to Mr. Swanhorst, there are plans to construct a building on Block 2 of the Bish Addition. If possible, Mr. Swanhorst would like to locate a portion of the building on the perpetual easement granted to the City of McCook. There are perpetual easements surrounding the entirety of Block 1 and Block 2 of the Bish Addition to provide access to the property located west of the Bish Addition."

"While there has been some development in this area, the agricultural land located west of Bish Addition has remained unimproved. Staff has not had a conversation with the landowner west of Bish Addition to discuss the matter. Prior to any discussion, Staff wanted to provide Mr. Swanhorst an opportunity to discuss the matter with the City Council."

Mr. Swanhorst was present to address questions from the Council.

It was the consensus of the Council to move forward with the vacation of the perpetual easement located in the northern portion of Bish Addition.

- 5.B. Continue discussion regarding a request from Habitat for Humanity regarding property located at 1107 West 4th Street.

City Manager Schneider reviewed the following information contained in his City Manager's report: "At the May 3, 2020 McCook City Council meeting, Habitat for Humanity requested that the City Council consider donating or selling at a reduced price, real estate located at 1107 West 4th Street. Currently, the property is not owned by the City of McCook, but the City of McCook has a special assessment against the property that can be foreclosed. If a foreclosure occurs, the property could be sold at a sheriff's sale in December of 2021."

"Pursuant to Habitat for Humanity's request, the Council asked staff to review the costs associated with the demolition of the structures located at 1107 West 4th. In particular, the Council asked for

a breakdown of the line-items classifications used to pay for the demolition project. The demolition expense breakdown is as follows: \$7,900.00 - ACE Funds to Demolish House; \$765.00 - ACE Funds for Asbestos Inspection; \$1,100 - General Funds for Legal and Publishing Costs; and \$5,561.60 - Enterprise Funds for Transfer Station Charges."

"Staff has discussed the request from Habitat for Humanity. As mentioned above, there was a mixture of ACE funds, general funds, and enterprise funds utilized to demo the unsafe residence. Staff is excited that Habitat for Humanity is interested in developing the lot. It is hard to find developers willing to build infill housing. Staff also wants to assure that taxpayer and enterprise fund dollars are being used appropriately. One possible solution discussed at the staff level is to establish a flat purchase rate for city owned lots that were subject to the Health Board/unsafe building process. A number Staff discussed was \$5,000. By establishing a consistent purchase price, the City Council could recoup some of the costs associated with a city approved demolition project, while making the lot affordable for infill development. Alternatively in the current case, the Council could discount the price by the amount of ACE funds used (\$8,565.00). This possibility was discussed by the Council at the previous meeting."

City Manager Schneider reviewed the process for selling of city property. If the property is worth less than \$5,000, it would not be necessary to have an auction or use the sealed bid process. The first step would be to foreclose on the special assessment against the property and also do a market analysis during that process.

It was the consensus of the Council to move forward with the process. The property could then be sold for construction of infill housing, getting it back on the books.

5.C. Discussion regarding the City Council's preference with regard to the report of items that only required action per the newly adopted "Topic for Consideration for City Council Agenda" form.

It was the consensus of the Council to have reports of the requests included on the Consent Agenda and they have been addressed.

5.D. Discussion regarding the McCook City Council's prioritization of current general and enterprise fund needs and potential general fund projects.

City Manager Schneider stated that in April the Council had a discussion regarding prioritizing various general and enterprise fund expenses and projects. Mayor Gonzales suggested that the City develop a system to identify each department's greatest needs and suggested including four categories: Staffing needs, capital outlay needs, infrastructure and growth needs, and health and wellness projects. Staff discussed these items internally and are present to share their thoughts.

Public Works Director Potthoff, Fire Chief Harpham; Utilities Director Dutcher, Police Chief Smith, and Senior Service Director Siegfried reviewed their request with the Council. In the absence of Library Director Crocker, City Manager Schneider shared their requests.

At a future meeting, the Council will determine how they will prioritize the requests.

5.E. Council Comments.

Council thanked the staff for all of the effort they put in to prioritizing their request and suggested doing a cost analysis to determine benefits of borrowing so that some of the larger projects could be completed.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 8:44 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
JUNE 7, 2021 CITY COUNCIL MEETING**

ITEM: 2.B.

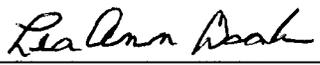
Approve the application for a Special Designated Liquor License submitted by MO Dough, LLC, Liquor License #IK-057785, for a wedding reception to be held at the Red Willow County Fair Grounds Community Building, 1412 West 5th Street, on July 10, 2021 from 8:00 A.M. to 1:00 A.M.

BACKGROUND:

MO Dough will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications.

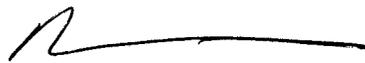
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 31, 2021



Nathan A. Schneider, City Manager

May 31, 2021

**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

MO Dough LLC

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

312 Norris Ave McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

IK 057785

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

July 10, 2021

Event Date(s):

Event Start Time(s):

8am

Event End Time(s):

1am

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Community Building

Event Street Address/City: 1412 West 5th Street

Indoor area to be licensed in length & width: 140 x 48

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

Type of Event: Wedding Reception Estimate # of attendees: 200

Type of alcohol to be served: Beer Wine Distilled Spirits

(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Matt Sehnert Event Contact Phone Number: 308.737.6581

Event Contact Email: matt@sehnerts.com

*Signature Authorized Representative:  Printed Name Matt Sehnert

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

**CITY MANAGER'S REPORT
JUNE 7, 2021 CITY COUNCIL MEETING**

ITEM: 2.C.

Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on July 31, 2021 from 12:00 P.M. to 1:00 A.M.

BACKGROUND:

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 31, 2021



Nathan A. Schneider, City Manager

May 31, 2021

REF 73127

NEBRASKA LIQUOR CONTROL COMMISSION
PHONE: (402) 471-2571
Website: www.lcc.nebraska.gov

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

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

leave to
City
5-25-21

JBN INC DBA HI IMES LIQUOR MART 1

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

502 EAST B STREET, MCCOOK, NE. 69001

Retail Liquor License Address or Non-Profit Business Address

DK 100025

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 7/31/21 _____

Event Start Time(s): 12:00PM _____

Event End Time(s): 1:00AM _____

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: MCCOOK CITY AUDITORIUM

Event Street Address/City: 302 WEST 5TH STREET

Indoor area to be licensed in length & width: 150 X 100

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

Type of Event: RECEPTION Estimate # of attendees: 350

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: LINDA SCHIFLEBEIN Event Contact Phone Number: 308-344-9170

Event Contact Email: johnnothnagel@yahoo.com

*Signature Authorized Representative: [Signature] Printed Name NICK NOTHNAGEL

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature Date

OUTDOOR AREA DIAGRAM

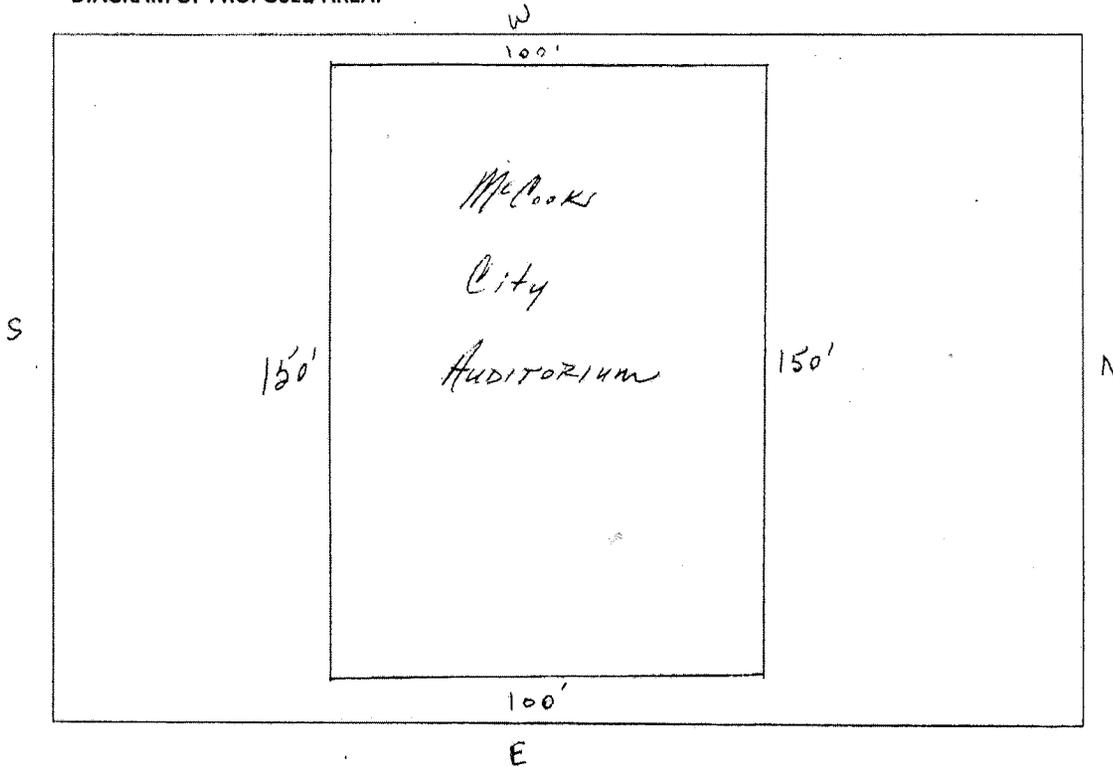
WE WILL HAVE CERTIFIED ALCOHOL

SERVERS AT EVENT ALONG WITH

HOW AREA WILL BE PATROLLED SOME ONE WATCHING THE DOORS

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MNB Insurance Services 217 West 1st PO Box 30 McCook NE 69001-0030		CONTACT NAME: Denise Broomfield PHONE (A/C, No, Ext): (308) 345-6055 FAX (A/C, No): (308) 345-2663 E-MAIL ADDRESS: DBroomfield@mnb.bank	
INSURED JBN/Hi-Times Liquor Mart 801 East B St McCook NE 69001		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2061004998

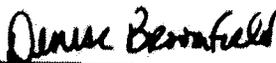
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CL3289559	06/20/2020	06/20/2021	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of McCook PO Box 1059 McCook NE 69001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

**CITY MANAGER'S REPORT
JUNE 7, 2021 CITY COUNCIL MEETING**

ITEM: 2.D.

Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the Red Willow County Community Building, 1412 West 5th Street, on August 7, 2021 from 12:00 P.M. to 1:00 A.M.

BACKGROUND:

JBN will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications.

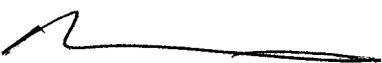
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 31, 2021



Nathan A. Schneider, City Manager

May 31, 2021

NEBRASKA LIQUOR CONTROL COMMISSION
PHONE: (402) 471-2571
Website: www.lcc.nebraska.gov

Change To
City
5-25-21

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

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

JBN INC DBA HI IMES LIQUOR MART 1

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

502 EAST B STREET, MCCOOK, NE. 69001

Retail Liquor License Address or Non-Profit Business Address

DK 100025

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 8/7/21 _____

Event Start Time(s): 12:00PM _____

Event End Time(s): 1:00AM _____

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: RED WILLOW COUNTY COMMUNITY BUILDING

Event Street Address/City: 1412 WEST 5TH STREET

Indoor area to be licensed in length & width: 150 X 100

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

Type of Event: RECEPTION Estimate # of attendees: 300

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: LINDA SCHIFLEBEIN **Event Contact Phone Number:** 308-344-9170

Event Contact Email: johnnothnagel@yahoo.com

***Signature Authorized Representative:** *Nick Nothnagel* **Printed Name** NICK NOTHNAGEL

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

***Retail licensee – Must be signed by a member listed on permanent license**

***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

OUTDOOR AREA DIAGRAM

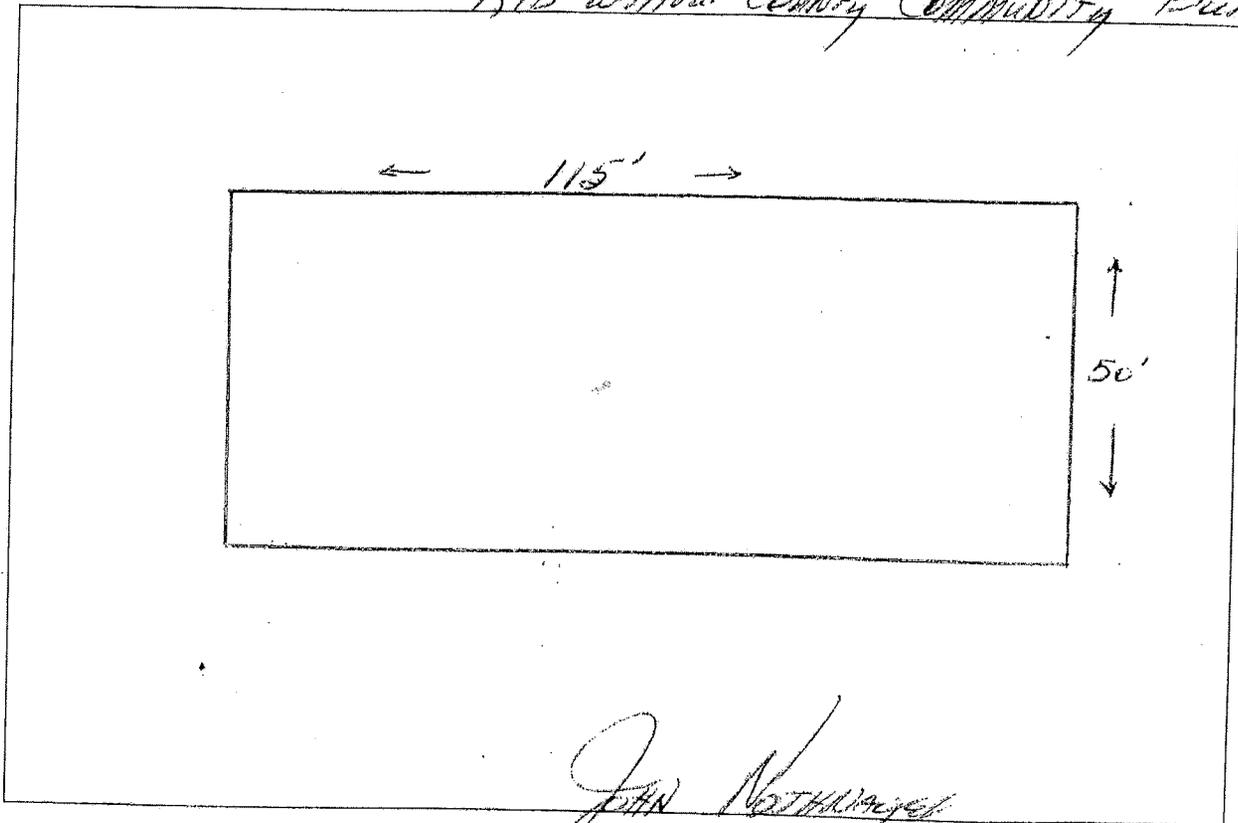
WE WILL HAVE CERTIFIED ALCOHOL
SERVERS AT EVENT ALONG WITH

HOW AREA WILL BE PATROLLED SOME ONE WATCH DOORS.

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- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:

Red Willow County Community Building



JOHN KOTHARAJES
JBN INC DBA HI TIMES LIQUOR MART



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MNB Insurance Services 217 West 1st PO Box 30 McCook NE 69001-0030		CONTACT NAME: Denise Broomfield PHONE (A/C, No, Ext): (308) 345-6055 E-MAIL ADDRESS: DBroomfield@mnbank.com FAX (A/C, No): (308) 345-2683	
INSURED JBN/Hi-Times Liquor Mart 801 East B St. McCook NE 69001		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2061004998 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSD	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CL3289559	06/20/2020	06/20/2021	EACH OCCURRENCE	\$ 500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 500,000	
	OTHER:						GENERAL AGGREGATE	\$ 1,000,000	
	AUTOMOBILE LIABILITY						PRODUCTS - COMPI/OP AGG	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO							\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident)	\$	
	DED	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						EACH OCCURRENCE	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				AGGREGATE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							\$	
							PER STATUTE		
							OTHER		
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Red Willow County Community Building
1412 West 5th

McCook

NE 69001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Denise Broomfield

**CITY MANAGER'S REPORT
JUNE 7, 2021 CITY COUNCIL MEETING**

ITEM: 2.E.

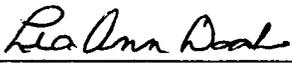
Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on August 7, 2021 from 12:00 P.M. to 1:00 A.M.

BACKGROUND:

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 31, 2021



Nathan A. Schneider, City Manager

May 31, 2021

NEBRASKA LIQUOR CONTROL COMMISSION
PHONE: (402) 471-2571
Website: www.lcc.nebraska.gov

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

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

GAVE TO
CITY
5-25-21

JBN INC DBA HI IMES LIQUOR MART 1

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
502 EAST B STREET, MCCOOK, NE. 69001

Retail Liquor License Address or Non-Profit Business Address
DK 100025

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 8/7/21 _____
Event Start Time(s): 12:00PM _____
Event End Time(s): 1:00AM _____

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: MCCOOK CITY AUDITORIUM

Event Street Address/City: 302 WEST 5TH STREET

Indoor area to be licensed in length & width: 150 X 100

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

Type of Event: RECEPTION Estimate # of attendees: 350

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: LINDA SCHIFLEBEIN Event Contact Phone Number: 308-344-9170

Event Contact Email: johnnothnagel@yahoo.com

*Signature Authorized Representative: [Signature] Printed Name NICK NOTHNAGEL

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature _____ Date _____

OUTDOOR AREA DIAGRAM

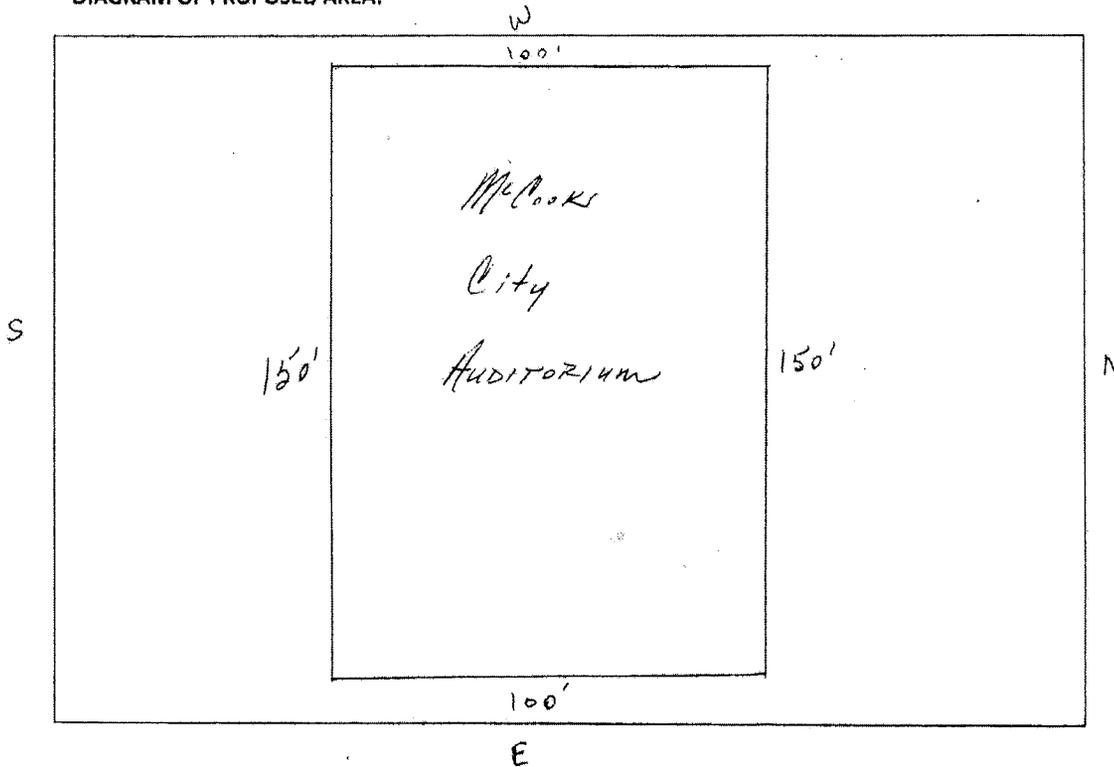
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- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MNB Insurance Services 217 West 1st PO Box 30 McCook NE 69001-0030	CONTACT NAME: Denise Broomfield PHONE (A/C, No, Ext): (308) 346-6055 E-MAIL ADDRESS: DBroomfield@mnbank.com	FAX (A/C, No): (308) 346-2663
	INSURER(S) AFFORDING COVERAGE	
INSURED JBN/Hi-Times Liquor Mart 801 East B St McCook NE 69001	INSURER A: United States Liability Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2061004998

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CL3289559	06/20/2020	06/20/2021	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of McCook PO Box 1059 McCook NE 69001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

**CITY MANAGER'S REPORT
JUNE 7, 2021 CITY COUNCIL MEETING**

ITEM: 2.F.

Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on September 11, 2021 from 12:00 P.M. to 1:00 A.M.

BACKGROUND:

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

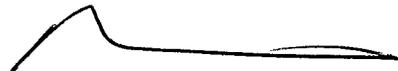
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 31, 2021



Nathan A. Schneider, City Manager

May 31, 2021

REP 9/12/21

NEBRASKA LIQUOR CONTROL COMMISSION
PHONE: (402) 471-2571
Website: www.lcc.nebraska.gov

Change To
City
5-25-21

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

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

JBN INC DBA HI IMES LIQUOR MART 1

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

502 EAST B STREET, MCCOOK, NE. 69001

Retail Liquor License Address or Non-Profit Business Address

DK 100025

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 9/12/21 _____

Event Start Time(s): 12:00PM _____

Event End Time(s): 1:00AM _____

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: MCCOOK CITY AUDITORIUM

Event Street Address/City: 302 WEST 5TH STREET

Indoor area to be licensed in length & width: 150 X 100

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

Type of Event: RECEPTION Estimate # of attendees: 350

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: LINDA SCHIFLEBEIN **Event Contact Phone Number:** 308-344-9170

Event Contact Email: johnnothnagel@yahoo.com

***Signature Authorized Representative:** [Signature] **Printed Name** NICK NOTHNAGEL

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

***Retail licensee – Must be signed by a member listed on permanent license**

***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

OUTDOOR AREA DIAGRAM

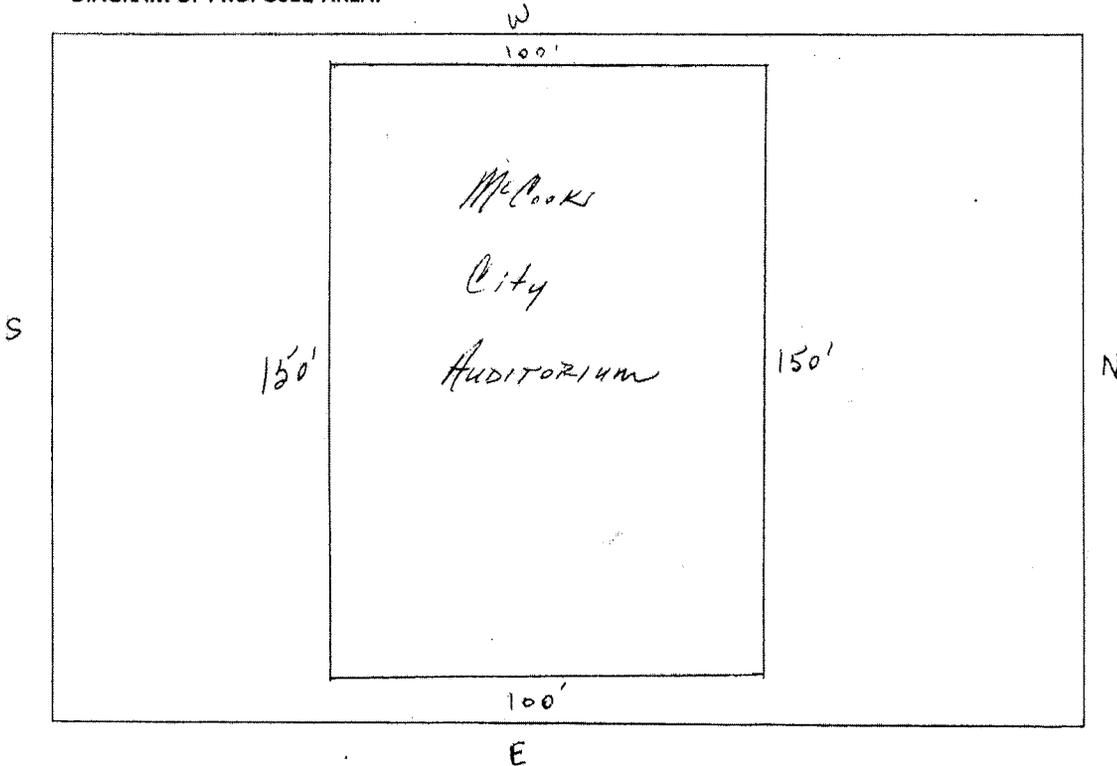
WE WILL HAVE CERTIFIED ALCOHOL

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- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



**CITY MANAGER'S REPORT
JUNE 7, 2021 CITY COUNCIL MEETING**

ITEM: 2.G.

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Economic Development Plan Citizen's Advisory Review committee - appoint Alexis Davidson to fill remaining term of Danielle Johnson - term expires July 2022;
 - Tree Advisory Board - appoint JoHanna Scott to fill remaining term of Cloyd Clark - term expires April 2023.
-

BACKGROUND:

The Mayor has contacted all appointees and they are willing to serve on the various boards.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 31, 2021



Nathan A. Schneider, City Manager

May 31, 2021

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

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

SARAH RENNER
#13 Mashie 345-7040 (W)
srenner@krd-fcu.org
Appointed - September 2018 (Replaced Jerda Garey-Vickers) 340-0827 (C)
Term Expires - July 2021

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

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

JORDAN JOHNSON
#15 Spyglass
jjohnson@mnbank.com
Appointed - September 2017 replaced Linda Taylor (original 3-yr term)
Reappointed - July 2020
Term Expires - July 2023

BOB ELDER
804 West "M" Street
belder@mccookbison.org 340-4557 (C)
Appointed - September 2020 (Replaced Gary Wiemers)
Term Expires - July 2023

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

ALL FUTURE TERMS 3-YEAR

Goodwin Siegfried, LLP

ALEXIS L. DAVIDSON

LICENSED IN NEBRASKA AND COLORADO

PHONE (308) 345-2580

FACSIMILE (308) 345-2581

www.swnebraskalaw.com

adaavidson@mccooknet.com

116 West C Street • P.O. Box 607 • McCook, NE 69001

TREE ADVISORY BOARD

CONNIE JO DISCOE
811 West 3rd Street
Appointed - September 2017 (replaced Dave McCarty)
Term Expires - April 2023
c.discoe0965@gmail.com

350-0965

DAN DUELAND*
903 West 12th Street
Reappointed - September 2018
Term Expires - April 2023
ddturf@yahoo.com

345-1378 (H)
340-3497 (Cell)

JOHANNA SCOTT
502 Pawnee Drive
Appointed - June 2021
Term Expires - April 2023
kjscott@gpcom.net

308-655-0671 (C)
345-1555 (W)

LEIGH FARRELL
1112 Country Club
Appointed - July 2005
Reappointed - July 2020
Term Expires - April 2025
leigh@farrellrx.com

345-2120 (H)
345-1781 (W)

ASHLEY SYDOW
309 East "K" Street
Appointed - September 2020 (Replaced Mary Pate)
Term Expires - April 2025
sydow2008@gmail.com

308-293-1145

*Denotes Chairperson
5 yr. terms

Tree Board

Special Instructions:

1. Please print in ink or type if possible. Use another sheet of paper, if necessary.
2. Please return to: City of McCook, City Office, 505 West C St., McCook, NE 69001 or Mail to: PO Box 1059, McCook, NE 69001 or Email to: admin@cityofmccook.com.

Please note: All information provided by you on this form is subject to the Nebraska Public Records Statutes. As public information, it may be requested by news media representatives or discussed in public meetings.

Name: Johanna Scott

Home Address: 502 Pawnee Drive

Number of years you have lived in McCook 11

Email: Kjscott@gpcom.net

Telephone (Home) (Cell) 308-655-0671

(Business) 308-345-1555 (Fax)

Occupation: teller Employer: Pinnacle Bank

Business Address: 602 West B St

Prior Appointed or Elected Offices held (if any): Teammates Community Hospital

Present and past community volunteer activities: Teammates

Why would you like to serve? (Please discuss specific interest, experience, and qualifications which would make you an effective board member.) Like to help the community and work with other people

Date: 5-13-2021 Signature: [Handwritten Signature]

This interest form will be kept on file.

G:\CityClrk\Clerk\Boards\applyforboards.wpd 4/28/2021

OK, Mike

**CITY MANAGER'S REPORT
JUNE 7, 2021 CITY COUNCIL MEETING**

ITEM: 2.H.

Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for a Fair Concert to be held at the Red Willow County Fairgrounds outdoor arena and grandstands – alternate indoor location, Red Willow County Fairgrounds Alice Building, 1412 West 5th Street, on July 23, 2021 from 9:00 A.M. to 1:00 A.M.

BACKGROUND:

They will be hosting this event in their parking lot. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 1, 2021



Nathan A. Schneider, City Manager

June 1, 2021

Special Designated License
Local Recommendation (Form 200)
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Citta' Deli

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

110 W 1st Street, McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

121305

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 7/23/21
Event Date(s): _____

Event Start Time(s): 9am _____

Event End Time(s): 1am _____

Alternate Date: N/A

Alternate Location Building & Address: Alice Kiplinger Building - 1412 W 5th Street, McCook, NE 69001

Event Building Name: Outdoor Arena & Grandstands

Event Street Address/City: 1412 W 5th Street, McCook, NE 69001

Indoor area to be licensed in length & width: 200 X 300 (ALTERNATE LOCATION) Alice Building (Ind)

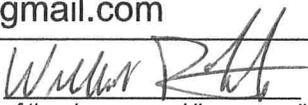
Outdoor area to be licensed in length & width: 250 X 390 (Diagram Form #109 must be attached)

Type of Event: Fair Concert Estimate # of attendees: 2500

Type of alcohol to be served: Beer Wine Distilled Spirits _____
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: William Lesko Event Contact Phone Number: 308-340-6530

Event Contact Email: billlesko1@gmail.com

*Signature Authorized Representative:  Printed Name William P Lesko

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature Date

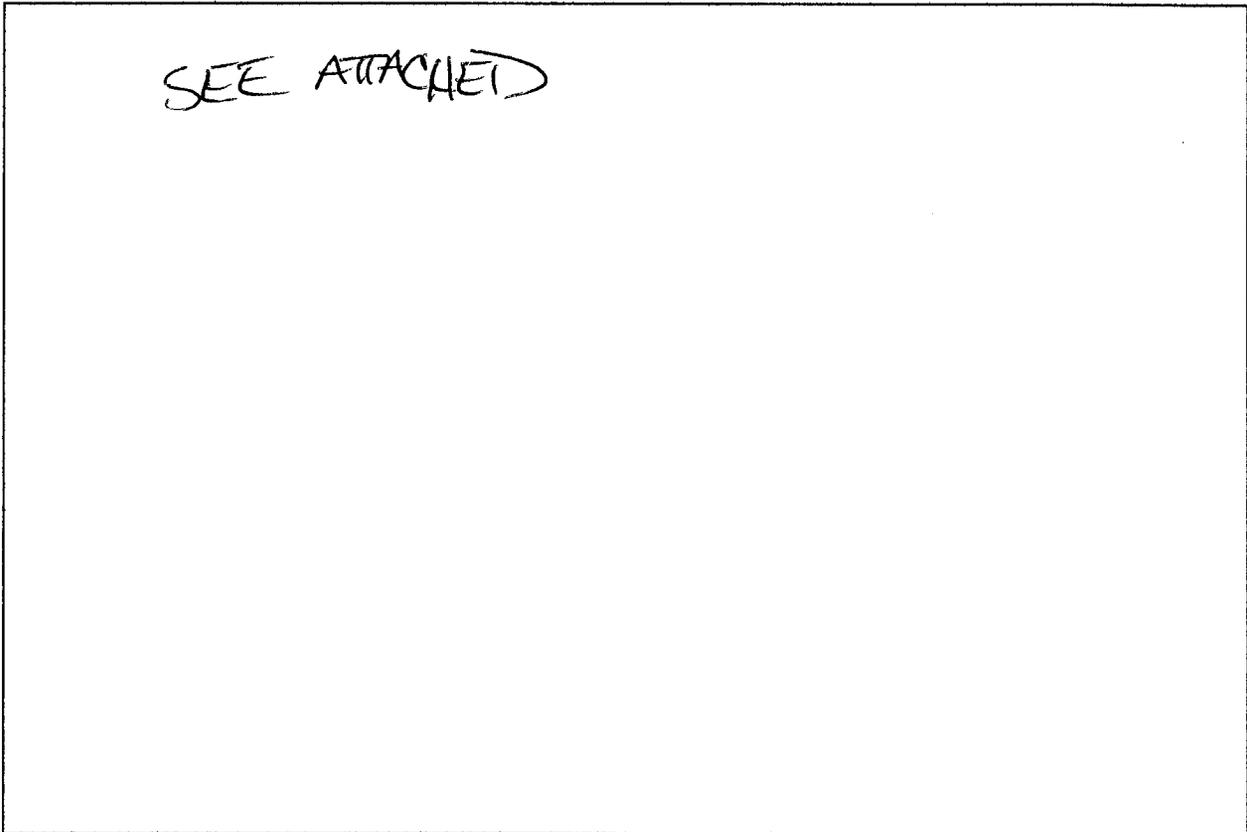
OUTDOOR AREA DIAGRAM

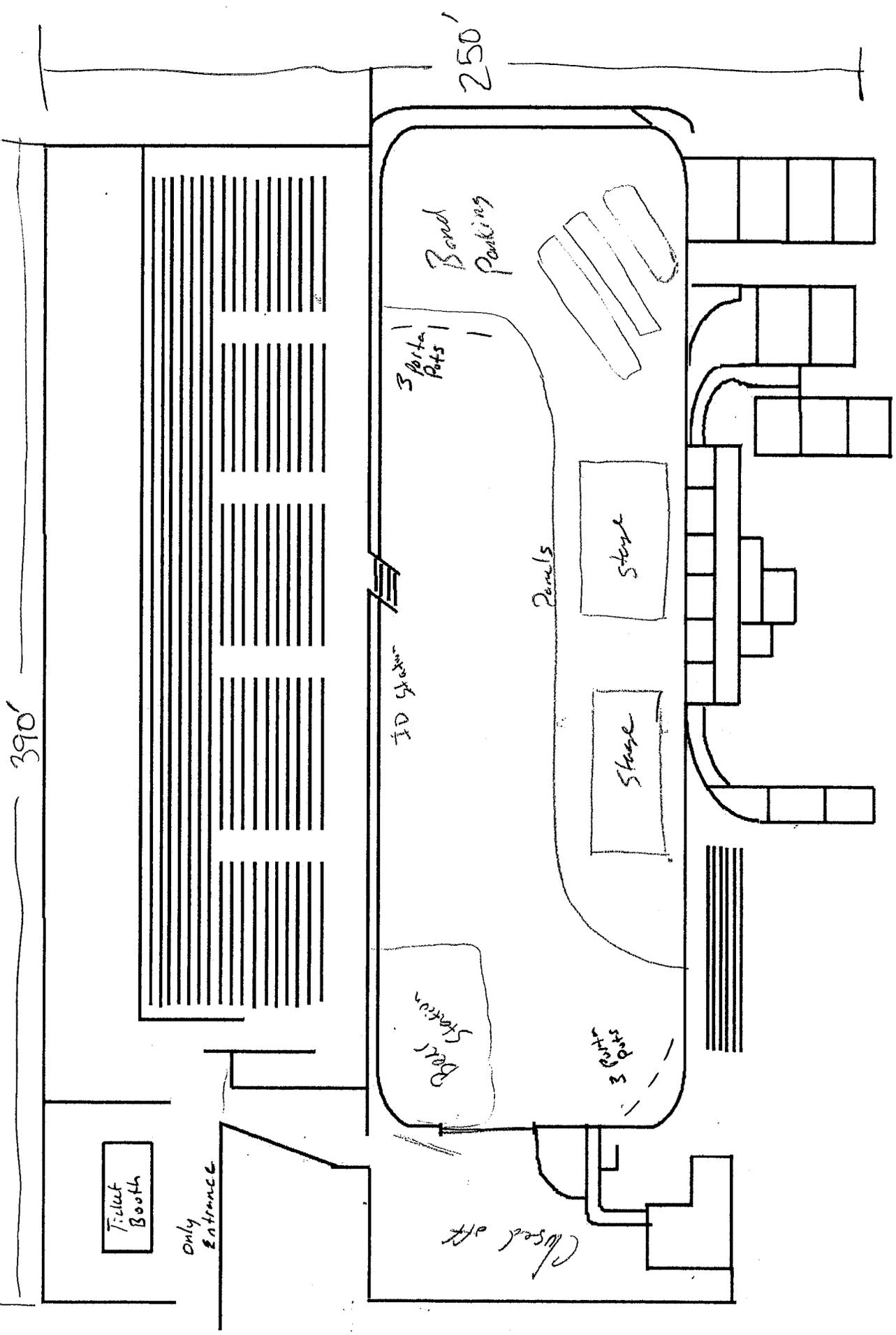
18 Hired Security (8 Fireman/10 Custom Security (Hastings)) + 18 Fair Board & 8 Citta' Employees

HOW AREA WILL BE PATROLLED _____

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:





ARENA GRANDSTANDS

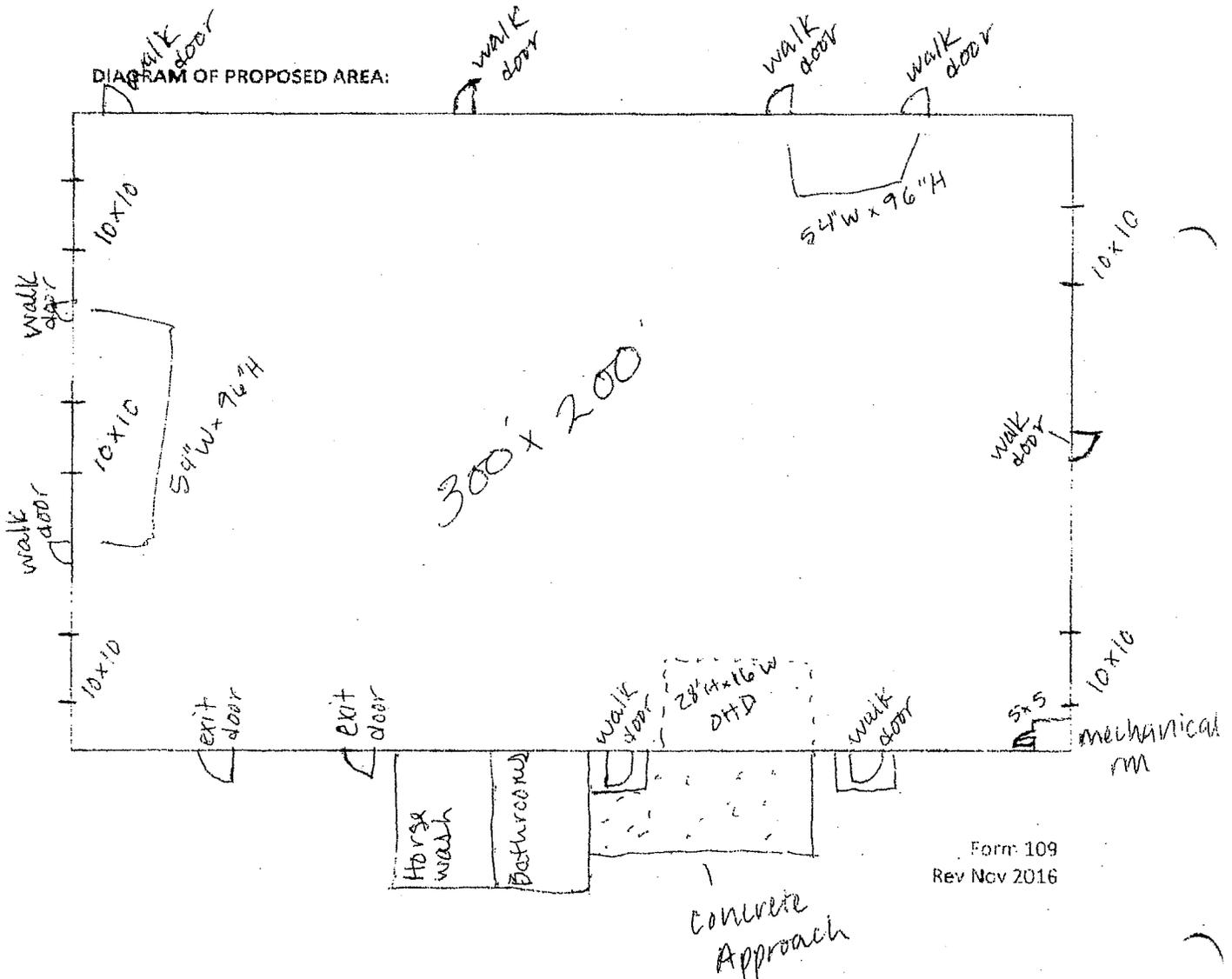
ALTERNATE LOCATION
Indoor
OUTDOOR AREA DIAGRAM
 Alice Building

HOW AREA WILL BE PATROLLED 18 security hired - 8 firemen / 10

Custom Security
 (Hastings)
 plus 18
 Fire Dept
 Members

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET 200 X 300
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



Form: 109
Rev Nov 2016

CITY MANAGERS REPORT

JUNE 7, 2021 CITY COUNCIL MEETING

ITEM: 2.I.

RECOMMENDATION:

DECLARE THE LISTED ABANDONED AND UNCLAIMED VEHICLES AND PROPERTY AS SURPLUS CITY PROPERTY TO BE DISPOSED OF IN THE APPROPRIATE LEGAL MANNER.

BACKGROUND:

The McCook Police Department has secured title to the listed impounded, abandoned and unclaimed vehicles to be declared as surplus property. The department also has received additional items of abandoned, unclaimed and surplus property other than vehicles which are listed separately on the attached forms. Nebraska State Statute mandates that abandoned and unclaimed surplus property be sold at auction. Proceeds from the auction will be paid to the City of McCook General Fund in the manner declared by Nebraska State Statute.

FISCAL IMPACT:

RECOMMENDATION:

DECLARE THE LISTED PROPERTY ABANDONED AND UNCLAIMED SURPLUS CITY PROPERTY TO BE DISPOSED OF IN THE APPROPRIATE LEGAL MANNER.

APPROVALS:



JOEL SMITH CHIEF OF POLICE

6-1-21

DATE



NATHAN A. SCHNEIDER CITY MANAGER

6-7-21

DATE

Number	YEAR	Car Make	Car Model
1		Ford	Taurus
2	2011	Toyota	Highlander
3	2006	Honda	ODYSSEY
4	2010	GMC	Acadia
5	1999	Toyota	Corolla
6	2007	DODGE	Charger
7	1998	Cadillac	DEVILLE
8	2011	Chevy	Traverse
9	1999	TOYOTA	COROLLA
10	2012	Chevy	Equinox
11	2010	DODGE	JOURNEY
12	1999	MERCURY	Grand Marquis
13	1992	CHEVY	1500
14	2005	DODGE	NEON
15	2001	MAZDA	PROTEGE
16	2011	DODGE	Grand Caravan
17	2008	CHEVY	AVEO
18	2007	CHEVY	IMPALA
19	2004	Porsche	Cayenne turbo
20	?????	GMC	Safari
21		Pontiac	
22	2000	PONTIAC	GRAND PRIX SE
23	2005	NISSAN	SENTRA
24	2001	Mercury	SABLE
25		Ford	Taurus
27	1994	CHEVY	CORSICA
MISC		4 Wheeler	
MISC		7 bikes	

**CITY MANAGER'S REPORT
JUNE 7, 2021 CITY COUNCIL MEETING**

ITEM: 2.J.

RECOMMENDATION:

**AUTHORIZE CITY STAFF TO REMOVE THE EAST SECTION OF THE
LARGE SHELTER HOUSE IN BARNETT PARK DUE TO ITS
DETERIORATING CONDITION**

BACKGROUND:

As discussed in recent City Council meetings, portions of the large shelter house in Barnett Park is in need of attention. City Staff have recently visited with Greg Wolford with W Design Associates and it has been determined that the east section of the large shelter house is in need of removal. This section is leaning and without a substantial amount of work, is not repairable. The other three sections appear to be stable at this time. In the future, it would be advisable to begin looking into a plan to replace the entire structure.

FISCAL

IMPACT: None.

APPROVALS:



Kyle Potthoff, Public Works Director

June 1, 2021



Nate Schneider, City Manager

June 1, 2021

**CITY MANAGER'S REPORT
JUNE 7, 2021 CITY COUNCIL MEETING**

ITEM: 2.K.

RECOMMENDATION:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN AMENDMENT # 2 TO THE PROFESSIONAL ENGINEERING AGREEMENT WITH MILLER & ASSOCIATES, CONSULTING ENGINEERS, P.C., ADDING ADDITIONAL SERVICES TO COMPLY WITH NDEE-SRF REQUIREMENTS

BACKGROUND

Staff is requesting council to approve an amendment to the Miller & Associates engineering agreement for the West 5th and East 14th Water Main Projects. Amendment # 2 adds additional time to the Construction Service portion of the agreement. The addition is to allow for extra documentation and inspection of work to meet SRF Loan requirement set forth by NDEE.

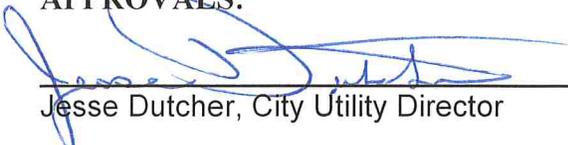
The amendment allows for compliance monitoring of wages for the contractor's employees and "Buy American" both required when using federally funded programs such as the SRF Loan Program.

FISCAL IMPACT: None

Increase Professional agreement with Miller & Associates by \$5,000. This amount is covered in the loan forgiveness associated with the SRF Loan.

2020-2021 Annual Budget, Water Capital Replacement 70-53-56030, West 5th Transmission Main and East 14th –"C" to "D" and Connect Gemini

APPROVALS:



Jesse Dutcher, City Utility Director

Date: 6/01/2021



Nate Schneider, City Manager

Date: 6/01/2021

AMENDMENT #2

The Agreement dated March 4, 2019, between Miller & Associates, Consulting Engineers, P.C., 109 East 2nd Street, McCook, NE 69001 ("ENGINEER"), and City of McCook, PO Box 1059, McCook, NE 69001 ("OWNER"), for a PROJECT generally described as: *West 5th Street Transmission Main 2019*, is hereby amended as follows:

Add the following:

ENGINEER shall provide services to comply with NDEE-SRF Program Requirements, including labor compliance services.

An additional \$5,000 will be added to the Construction Services maximum fee, implying a maximum fee of \$39,500 for 60-days of construction phase services.

Accepted this _____ day of _____, 2021.

OWNER: *City of McCook*

Attest:

ENGINEER: *Miller & Associates, Consulting Engineers, P.C.*

Chris A Miller

CITY MANAGER'S REPORT
JUNE 7, 2021 CITY COUNCIL MEETING

ITEM: 2.L.

RECOMMENDATION:

APPROVE CHANGE ORDER NO. 2 TO INCREASE THE CONTRACT TO MYERS CONSTRUCTION, INC. BY \$38,000 TO A NEW CONTRACT PRICE OF \$620,325.71 FOR THE ADDITION OF DWSRF REQUIREMENTS FOR AMERICAN IRON AND STEEL, DAVIS BACON WAGE RATE AND OTHER REQUIREMENTS AS INCLUDED IN THE GOVERNMENTAL REQUIREMENTS PAGES.

BACKGROUND:

Bids were received and opened on July 25, 2019 in the City Council Chambers. There were two bidders who offered bids for the project. Myers Construction, Inc. was awarded the Bid for \$582,325.71 on July 6, 2020.

Since award of the Bid, City Staff has been in contact with representatives of the Drinking Water State Revolving Fund (DWSRF) program concerning new funding opportunities for the drinking water project. The DWSRF can provide 0% interest financing and 15% loan forgiveness for the West 5th Street and East 14th Street project. The total project cost is estimated to be \$782,882, which would result in \$117,432 of loan forgiveness that would reduce the loan amount to \$665,449 dollars which would be financed at 0% for a 30-year term.

DWSRF cannot refinance the existing WTP Lagoon loan which was originally financed at 3% (2% interest, 1% administration fee) but can by regulation accomplish the same goal by adding forgiveness to the new loan such that the old loan is equivalent to a new rate of 1% (0.5% interest, 0.5% admin. fee). The added forgiveness would save \$79,601 over the remaining 13 years of the loan provided to the City in the new DWSRF financing.

The \$38,000 Change Order No. 2, included as **ATTACHMENT 1**, includes costs for Myers Construction, Inc. to meet and comply with requirements to be eligible for the DWSRF funding. These requirements include replacing already delivered materials with materials that will meet the American Iron & Steel (AIS) and with meeting Davis Bacon Wage rate requirements. This \$38,000 cost increase is offset by the \$117,433 loan forgiveness plus \$79,601 savings in added forgiveness with the amendment of the existing SRF loan. In addition to the cost increase Myers has requested a Contract Time extension to reflect a substantial completion date of September 1, 2021 and final completion date of September 15, 2021 to allow time for replacement of the AIS materials.

FISCAL IMPACT:

2020-2021 Annual Budget, Water Capital Replacement 70-53-56030, West 5th Transmission Main and East 14th "C" to "D" and Connect Gemini, Water Revenues and SRF Loan.

RECOMMENDATION:

APPROVE CHANGE ORDER NO. 2 TO INCREASE THE CONTRACT TO MYERS CONSTRUCTION, INC. BY \$38,000 TO A NEW CONTRACT PRICE OF \$620,325.71 FOR THE ADDITION OF DWSRF REQUIREMENTS FOR AMERICAN IRON AND STEEL, DAVIS BACON WAGE RATE AND OTHER REQUIREMENTS AS INCLUDED IN THE GOVERNMENTAL REQUIREMENTS PAGES.

APPROVALS:



David K. Blau, Project Engineer

Date: 6/1/2021



Jesse Dutcher, City Utility Director

Date: 6-1-2021



Nate Schneider, City Manager

Date: 6-1-21

ATTACHMENT 1

Order No. 2
Effective Date: 4/14/2021
Agreement Date: 8/19/2019
Project No. 200-C1-021

NAME OF PROJECT: WEST 5TH & EAST 14TH WATER SYSTEM IMPROVEMENTS

OWNER: CITY OF McCOOK

CONTRACTOR: MYERS CONSTRUCTION, INC.

The following changes are hereby made to the CONTRACT DOCUMENTS:

CHANGE ORDER NO. 2

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
----------	-------------	----------------------	------	------------	--------------

ADDITIONS:

- A. Addition of DWSRF requirements, including the attached Governmental Requirements section (73 pages, and signature forms)

TOTAL ADJUSTED CHANGE ORDER PRICE \$38,000.00

JUSTIFICATION: Change in time frame requested by the Contractor, due to availability of materials.

Change to CONTRACT PRICE:

ORIGINAL CONTRACT PRICE:	\$582,325.71
Net Increase resulting from previous CHANGE ORDER:	\$0.00
Net Increase resulting from this CHANGE ORDER:	\$38,000.00
The new CONTRACT PRICE including this CHANGE ORDER will be:	\$620,325.71

Change to CONTRACT TIME:

The CONTRACT TIME will be increased to reflect a substantial completion date of September 1, 2021 and final completion date of September 15, 2021.

Approvals Required: To be effective, this order must be approved as required by the General Conditions.

Approved by: *Terry O. Myers*

MYERS CONSTRUCTION, INC.

Approved by: _____

CITY OF McCOOK

Approved by: *David K. Fish*

MILLER & ASSOCIATES

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

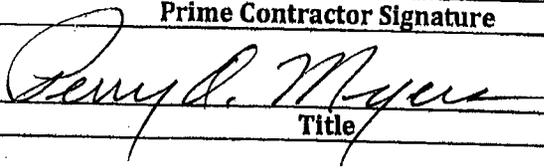
Prime Contractor Name Myers Construction, Inc.		Project Name West 5th & East 14th Water System Improvements	
Bid/ Proposal No. 200-C1-021	Assistance Agreement ID No. (if known)	Point of Contact	
Address 79849 Highway 2, Broken Bow, NE 68822			
Telephone No. 308-872-5459		Email Address myerco@kdsi.net	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain: We have not identified potential DBE subcontractors because we had already hired a Subcontractor prior to this project changing to DBE.			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Continue on back if needed			

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature 	Print Name Perry Myers
Title President	Date 4-27-2021

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name Myers Construction, Inc.		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: DOT SBA	Meets/ exceeds EPA certification standards?	
Other: _____	YES NO Unknown	

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Perry Myers
Title	Date
President	

Subcontractor Signature	Print Name
Title	Date

NEBRASKA

DEPT. OF ENVIRONMENT AND ENERGY

SRF Project Number

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Perry Myers, President

Typed Name and Title of Authorized Representative

Perry O. Myers

Signature of Authorized Representative

4-27-2021

Date

I am unable to certify to the above statements. My explanation is attached.

**AMERICAN IRON AND STEEL PRODUCTS CERTIFICATION
FOR SRF FUNDED PROJECTS**

1. Identification of American-made Iron and Steel Products: Consistent with the terms of the Assistance Recipient's bid solicitation and provisions of Section 436(a) of H.R. 3547, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron and steel products. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

2. Verification of U.S. Production: The Bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Assistance Recipient of the U.S. production of each iron and steel product so identified.

3. Documentation Regarding Non-American-made Iron and Steel Products: The Bidder certifies that for any iron and steel products that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:

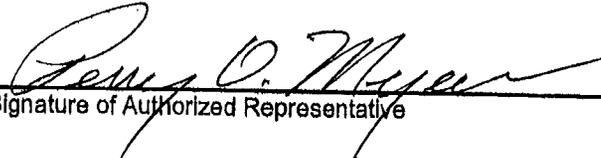
a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency on the official public Internet Web site of the Environmental Protection Agency that is applicable to such iron and steel products, and an analysis that supports its applicability to the iron and steel products:

b. Verifiable documentation sufficient to the Assistance Recipient, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made iron and steel products but has determined that such iron and steel products are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, or in sufficient and reasonably available quantities and of a satisfactory quality, or inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.

4. Information and Detailed Justification Regarding Non-American-made Iron and Steel Products: The Bidder certifies that for any iron and steel products that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and full description of the bidder's efforts to secure any such American-made iron and steel products, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under Section 436(b) with respect to such iron and steel products. The Bidder further agrees that, if this bid is accepted, it will assist the Assistance Recipient in amending, supplementing, or further supporting such information as required by the Assistance Recipient to request and, as applicable, implement the terms of a waiver with respect to any such iron and steel products.

Perry Myers, President

Printed Name and Title of Authorized Representative


Signature of Authorized Representative

4-27-2021
Date

**CITY MANAGER'S REPORT
JUNE 7, 2021 CITY COUNCIL MEETING**

ITEM: 2.M.

RECOMMENDATION:

APPROVE THE ENCROACHMENT AGREEMENT WITH PANHANDLE GEOTECHNICAL & ENVIRONMENTAL, INC. FOR THE PURPOSE OF INSTALLING AIR SPARGE, GROUNDWATER RECOVERY CONDUITS AND DRAINAGE LINES ALONG WEST 8TH STREET BETWEEN WEST "A" STREET AND WEST "B" STREET AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

Panhandle Geotechnical & Environmental, Inc.(PGE) is requesting permission to install air sparge and groundwater recovery conduits, the first being approximately 40 feet north of the intersection of West 8th Street and Cook Drive, the second being approximately 90 feet north of the intersection of West 8th Street and Cook Drive and the third being approximately 300 feet north of the intersection of West 8th and Cook Drive. The placement of a treated groundwater drainage line along the east side of West 8th Street beginning approximately 300 feet north and of the West 8th Street and Cook Drive intersection and running south to the drainage area at the end of West 8th Street. The proposed air sparge and groundwater recovery conduits and drainage line locations are shown on Exhibit "A", attached hereto and incorporated herein by this reference.

This encroachment agreement is for City owned property only. It is up to PGE to get permission from the property owner for any work being conducted on private property.

This work is being performed to complete groundwater remediation at the Taco John's property. This work is being completed at the direction of the Nebraska Department of Environment and Energy.

As required by City code, Panhandle Geotechnical and Environmental, Inc. has provided a compliance bond in the amount of \$2,500.00. Panhandle Geotechnical and Environmental, Inc. will also provide a certificate of liability insurance.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

APPROVE THE ENCROACHMENT AGREEMENT WITH PANHANDLE GEOTECHNICAL & ENVIRONMENTAL, INC. FOR THE PURPOSE OF INSTALLING AIR SPARGE, GROUNDWATER RECOVERY CONDUITS AND DRAINAGE LINES ALONG WEST 8TH STREET BETWEEN WEST "A" STREET AND WEST "B" STREET AND AUTHORIZE THE MAYOR TO SIGN.

APPROVALS:



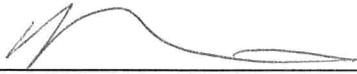
Kyle Potthoff, Public Works Director

June 1, 2021



Jesse Dutcher, Utilities Director

June 1, 2021



Nate Schneider, City Manager

June 1, 2021

ENCROACHMENT AGREEMENT

THIS AGREEMENT (the "Agreement"), made this 7th day of June, 2021 (the "Effective date") by the City of McCook, Nebraska, a municipal corporation (the "City") and Panhandle Geotechnical & Environmental, Inc., ("Licensee").

RECITALS

WHEREAS, the City is the owner of property interests located in the City of McCook, Nebraska, including, but not limited to Street Rights-of-Way (ROW), park property, facilities – including water towers, buildings, traffic light poles, other traffic control devices, and other property interests.

WHEREAS, Licensee wishes to access property owned by the City of McCook to install air sparge and groundwater recovery conduits to connect remediation wells to the remediation system trailers, as well as to install a drain line beneath West 8th Street. The drain will serve for treated groundwater drainage from three remediation trailers and will discharge treated groundwater into the stormwater catch area on the south end of West 8th Street.

WHEREAS, Licensee has requested permission from the City to install such air sparge and groundwater recovery conduits as well as a drain line beneath the ground surface described below, and the City has agreed to provide license to Licensee for such purpose, all in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties hereby agree as follows:

1. *PROPERTY.* The City hereby grants to Licensee, the non-exclusive privilege to use the City property as follows:

The placement of air sparge and groundwater recovery conduits, the first being approximately 40 feet north of the intersection of West 8th Street and Cook Drive, the second being approximately 90 feet north of the intersection of West 8th Street and Cook Drive and the third being approximately 300 feet north of the intersection of West 8th and Cook Drive. The placement of a treated groundwater drainage line along the east side of West 8th Street beginning approximately 300 feet north and of the West 8th Street and Cook Drive intersection and running south to the drainage area at the end of West 8th Street. The proposed air sparge and groundwater recovery conduits and drainage line locations are shown on Exhibit "A", attached hereto and incorporated herein by this reference.

for the sole purpose described in Paragraph 3; provided that Licensee shall not interact with any public utility lines located within such areas such as water, sewer, electric, gas or telecommunications lines when installing, maintaining, repairing, and operating such air sparge and groundwater recovery conduits and the treated groundwater drain line.

2. *TERM.* The term of this Agreement shall be five (5) years commencing on the first day of the month following the date this Agreement is executed by the parties. By mutual consent of the City and Licensee, this Agreement may be extended. Licensee shall

notify the City in writing at least 180 days in advance of the date the agreement expires of its desire to extend the Agreement.

3. *USE.* The Licensee may use the City's Property for the installation, maintenance, repair, and operation of air sparge and groundwater recovery conduits and a treated groundwater drain line. Modifications to the air sparge and groundwater recovery conduits and the treated groundwater drain line shall require prior City approval. Licensee shall be solely responsible for installing, maintaining, operating, and repairing its air sparge and groundwater recovery conduits and the treated groundwater drain line on the property. Licensee shall comply with all applicable federal, state, and local laws, rules, statutes, and regulations relating to its use of the Property. It is understood and agreed that Licensee's use shall in all matters be subordinate to the City's and/or any governmental entity's use of the Property for any public purpose. Licensee shall relocate or adjust its air sparge and groundwater recovery conduits and treated groundwater drain line, at Licensee's sole cost, to accommodate the City's use within thirty (30) days after such relocation or adjustment is requested by the City to accommodate the City's use, or any other governmental entity's use of the Property for public purposes.
4. *ACCESS TO PROPERTY.* Authorized Licensee representatives shall provide City with no less than three days' prior written notice of any work to install, maintain, repair or operate the air sparge and groundwater recovery conduits and the treated groundwater drain line. Such notice shall state the date and time that such work will be performed. For the purposes of this Agreement, "authorized Licensee representatives" shall, mean persons covered by the general liability insurance policy described in Paragraph 5 in effect during the term of the Agreement. It is agreed that only authorized Licensee representatives who are covered by the general liability insurance policy shall be permitted to perform such work.
5. *INSURANCE AND BOND REQUIREMENTS.* It is understood and agreed by the parties that Panhandle Geotechnical & Environmental, Inc., or its contractor(s) will be performing all work to install, maintain, repair, and operate said air sparge and groundwater recovery conduits and a treated groundwater drain line as described in this agreement. Panhandle Geotechnical & Environmental, Inc., and its contractor(s) shall procure and maintain at all times that this Agreement is in effect, general liability insurance for the Licensee's air sparge and groundwater recovery conduits and the treated groundwater drain line, with the City of McCook named as an additional insured party, in the amount of \$1,000,000 for each occurrence, \$1,000,000 of coverage for personal injury and \$1,000,000 general aggregate coverage and \$300,000 coverage for damage to City property. Panhandle Geotechnical & Environmental, Inc. shall also procure and maintain a cash bond for the benefit of the City to insure the proper and timely maintenance and repair of the streets and alleys following excavation in the amount of two thousand five hundred dollars (\$2,500.00) insuring the workmanship of the construction, repair, maintenance, and operation of air sparge and groundwater recovery conduits and the treated groundwater drain line described in Paragraph 1 for the term of this agreement. In the event that Panhandle Geotechnical & Environmental, Inc. fails to provide and maintain the general liability insurance and cash bond described in this paragraph, Licensee shall immediately cure such deficiency and shall maintain such insurance and bond for the term of this agreement.

6. *PRESERVATION OF CITY PROPERTY AND FACILITIES.* Licensee shall refrain from causing any waste, damage, or injury to City property.
7. *INDEMNIFICATION OF THE CITY.* During the time this Agreement is in effect, Licensee agrees to indemnify, defend, and save the City, and the City's officers, agents, employees, grantees, and assigns, harmless from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise from, or are in connection with Licensee's use or occupancy of the Property described herein, on account of any injury to persons or damage to property.
8. *TERMINATION.* The City and Licensee each reserve the right to terminate the permission granted by this Agreement at any time and for any reason by giving the other party at least six (6) months written notice of such termination. If Licensee fails to timely remove its personal property and trade fixtures upon termination of the Agreement, the City shall cause the same to be removed.
9. *DEFAULT.* Upon Licensee's failure to perform any of the terms or conditions of this Agreement, the City shall be entitled to give notice of default. Licensee shall have ten (10) days from the date of receipt of the notice to cure the default. The City may, if such default continues, terminate this Agreement without further notice. If Licensee causes a health or safety hazard on the Property governed by this Agreement, the City may immediately, without notice, suspend all access to the Property governed by this Agreement, and the City Council, with appropriate notice to Licensee, shall have the unilateral authority to terminate this Agreement upon a finding that the health or safety hazard is continuing or is likely to continue.
10. *NOTICE.* Notice under this Agreement, including denials or revocation or alteration of site specific approvals, Notice to remove equipment, and any other Notice, shall be provided in writing to the parties hereto as follows:

<u>Notice to the City:</u> McCook City Manager McCook Municipal Facility PO Box 1059 McCook, NE 69001	<u>Notice to the Licensee:</u> Levi Allbaugh Panhandle Geotechnical & Environmental, Inc. 818 South Beltline Highway East Scottsbluff, NE 69361
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11. *ASSIGNMENT.* Licensee shall not transfer, assign, sublet, or pledge this Agreement without the prior written consent of the City.
12. *GOVERNING LAW.* This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Nebraska.
13. If any term of this Agreement is found to be void or invalid, such validity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

Panhandle Geotechnical &
Environmental, Inc.

CITY OF MCCOOK, NEBRASKA,
A Nebraska corporation

By: _____
Authorized Official

By: _____
Mike Gonzales, Mayor

Attest: _____

Attest: _____
Lea Ann Doak, City Clerk

TACO JOHN'S MCCOOK, NEBRASKA LST #050505-MP-1000



PROJ. NUMBER: RP11070238
 PROJ. DATE: FEB. 9, 2017
 PROJ. MGR: BRIAN HILBERT

SHEET 1 OF 1

TACO JOHN'S
 MCCOOK, NEBRASKA
 LST #050505-MP-1000
 SITE MAP

CLIENT: NDEE
 CONTACT: MIKE PONTE

PGE
 PANHANDLE
 GEOTECHNICAL &
 ENVIRONMENTAL

818 SOUTH BELTLINE HIGHWAY EAST
 SCOTTSBLUFF, NEBRASKA 69361

PH: 308-632-6735 ♦ FAX: 308-635-7807
 INTERNET: WWW.PANHANDLEGEOTECH.COM

CITY MANAGER'S REPORT
JUNE 07, 2021 CITY COUNCIL MEETING

ITEM: 2.N.

RECOMMENDATION:

APPROVE AN APPLICATION FROM PINPOINT COMMUNICATIONS, INC OF CAMBRIDGE, NE TO OCCUPY CITY RIGHT-OF-WAY FOR THE PURPOSE OF INSTALLING UNDERGROUND CONDUIT AND A VAULT FOR FIBER OPTIC CABLE IN THE ALLEY OF THE 900 BLOCK OF EAST "E" AND EAST "F" AND THE EAST SIDE OF THE 500 BLOCK OF EAST 9TH AND AUTHORIZE THE MAYOR TO SIGN THE APPLICATION TO OCCUPY RIGHT OF WAY

BACKGROUND:

Pinpoint Communications is requesting to occupy City right-of-way to install buried conduit to provide fiber optic communications to locations in McCook. The conduit will be installed using underground boring starting north of the East "E" and East 9th Street intersection and extending north to the alley between East "E" and East "F" Street where a vault will be installed. The conduit will exit the new vault heading west in the alley where it will terminate.

Vault Requirements: Each vault is to be traffic rated (Tier 22) and constructed of polymer concrete. Where installed in an alley, vehicle or pedestrian path the vault will be situated as to not interfere with, impede, hinder or obstruct travel or maintenance of the surrounding area. In the event that a vault becomes damaged or in need repair or replaced it shall be the responsibility of Pinpoint Communications or it's agent or current equipment owner.

FISCAL IMPACT:(None) Pinpoint Communications, Inc. has provided the required \$2,500 performance deposit for these installations.

APPROVALS:



Jesse Dutcher Utilities Dir.

June 07, 2021



Kyle Potthoff, Public Works Dir.

June 07, 2021



Nate Schneider, City Manager

June 07, 2021



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 05/25/2021
ADDRESS: PO Box 490 Cambridge, NE 69022 PHONE: 308-697-3375
FAX: 308-697-3631 START DATE: 06/08/2021 FINISH DATE: 06/30/2021

A CASH BOND IS REQUIRED FOR ALL RIGHT-OF-WAY ENCROACHMENTS

Type: (circle) Over-Cross <input checked="" type="checkbox"/> Under-Cross <input checked="" type="checkbox"/> Occupy Miscellaneous	With a: (circle) Water Line Sewer Line Gas Line <input checked="" type="checkbox"/> Telephone Line <input checked="" type="checkbox"/> (Underground Aerial) Bore	Tree Trimming/Removal Grading <input checked="" type="checkbox"/> Other (Vault) Electric Line (Underground Aerial)
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Location: Beginning 15 feet (East West North South) of Intersection East 9th St & East E St and ending (East West North South) 185 feet of Intersection East 9th & East E St. Then turning west and traveling 125 feet. A vault will be placed at the turning point.

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued **will be cancelled** if the work specified is **not completed within the term listed on the permit** or within any **additional length of time granted**. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. **The Applicant may cancel the permit with written notification** at any time prior to beginning work on right-of-way.

Performance Guarantee: (Make Payable to City of McCook)

Amount: \$ _____ Check No. _____ Soc. Sec. No. Or FID No. 91-1800652

This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

NOTE: Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed and all information such as sizes, distances, dimensions, sleeves, cuts and fills, erosion control measures, etc., when applicable. City of McCook Municipal Code §94.34.

Renee A. Holtz
Applicant's Signature for Pinpoint Communications Inc

Recommended By _____ Date _____ Director of Public Works Approval _____

TO PRINT A-19



TO PRINT A-12

TO PRINT A-8

TO PRINT A-14

PREPARED FOR

#####

PREPARED BY

CORNING

CORNING OPTICAL COMMUNICATIONS LLC
4200 CORNING PL
CHARLOTTE, NC 28216
828-901-5000
www.Corning.com/opcomm

PROJECT INFORMATION

MCCOOK, NE
312 W B STREET
MCCOOK, NEBRASKA 69001

PROJECT NAME:
MCCOOK, NE

DRAWN BY: PS
CHECKED BY: PS
DATE: 5/27/20

NORTH

FOR PLANNING PURPOSE ONLY

NOT RELEASE FOR CONSTRUCTION

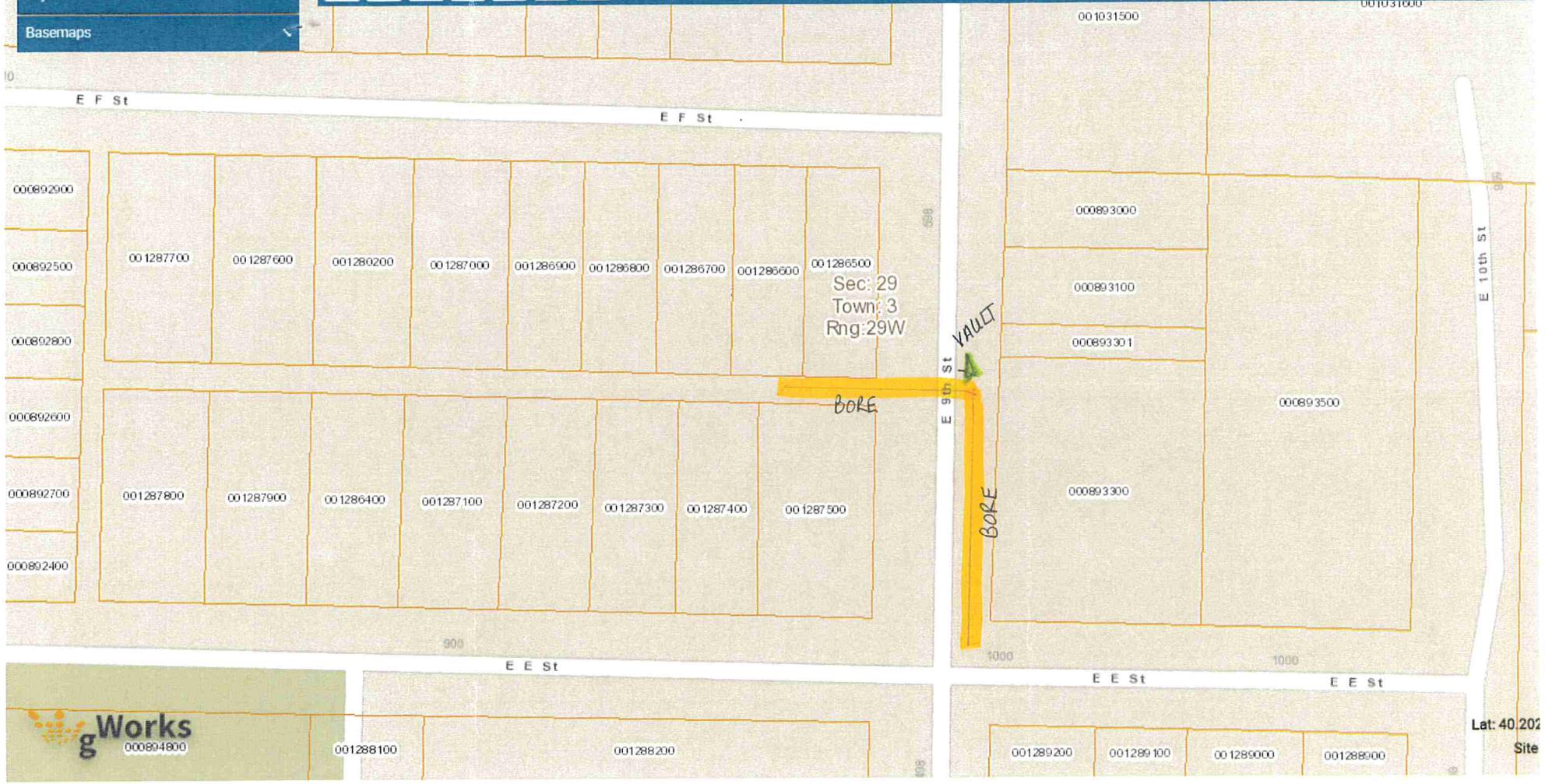
SHEET NAME
CABLE PATH

SHEET NUMBER	REVISION
A-11	4

Layers
Basemaps

Information, Location, Print, Draw, Erase, Copy, Paste icons

Sales Search Search Address, Owner, PID, STR, GIS I



CITY MANAGER'S REPORT
JUNE 7, 2021 CITY COUNCIL MEETING

ITEM: **2.O.**

RECOMMENDATION:

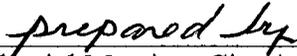
APPROVE AMENDMENTS TO DOG PARK LEASE

BACKGROUND:

Several weeks ago, Nate Schneider, Nate Mustion and Kyle Potthoff met with representatives from K9 Korner who wanted some clarification on insurance, insurance costs and wanted to move forward with the dog park project. To that end, Nate Mustion reached out to EMC, our insurance provider, who gave us approximate costs to add dog park property and improvements to our liability and property insurance. With EMC's guidance, amendments were made to paragraphs 5, 7, 11, 12 and 15.

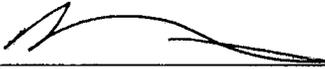
FISCAL IMPACT: None.

APPROVALS:



Nathaniel Mustion, City Attorney

June 7, 2021



Nate Schneider, City Manager

June 7, 2021

DOG PARK LEASE

This Agreement is made and entered into by and between the City of McCook, Nebraska (the "City"), and McCook K9 Korner, Inc. (the "Organization").

WHEREAS, the City owns a 1± acre parcel of real estate in the south part of Barnett Park in McCook, Nebraska (the "Proposed Location");

WHEREAS, the City believes that the Proposed Location is currently being underutilized by the public;

WHEREAS, the Organization is a 501(c)(3) non-profit corporation that is working to create and promote an off-leash dog park in McCook, Nebraska;

WHEREAS, the Organization wishes to lease the Proposed Location for use as an off-leash dog park;

THEREFORE, the parties agree as follows:

1. The Organization shall be allowed to lease, under the terms of this Agreement, the Proposed Location.
2. Attached to this Agreement is an aerial photograph of Barnett Park with the Proposed Location outlined in black. Said photograph is marked as Exhibit A and made a part of this Agreement by this reference.
3. The Organization shall be allowed to take possession of the Proposed Location following the McCook City Council approving this Agreement at the regularly scheduled council meeting on June 7, 2021.
4. The term of this Agreement shall be for one (1) year commencing June 8, 2021, and shall automatically renew on the same terms and conditions for an additional one (1) year term beyond the first year unless either party notifies the other ninety (90) days prior to the expiration of any one-year term.
5. The City agrees that the Organization shall be allowed to install a five foot high commercial chain-link perimeter fence at the Organization's expense. Said fence must have two (2) 16' swing gates and two 4' double entry/exit control gates. The Organization agrees to maintain the fence at its own expense. For insurance purposes, the Organization shall donate/convey the fence to the City so that the City may cover it under its property insurance.
6. The Organization agrees that the dog park will be divided into 2 separate dog runs; one for small dogs and one for large dogs.
7. The Organization agrees that all improvements to the Proposed Location, including, but not limited to, benches, trash receptacles, signage and security cameras shall be installed and maintained at the Organization's expense. For insurance purposes, the Organization shall donate/convey all installed improvements to the City so that the City may cover them under its property insurance.
8. The parties agree that there are currently two water hydrants at the Proposed Location. The City agrees to provide water to the two hydrants free of charge. However, any expense for additions and/or improvements needed on the two water hydrants to make them suitable for use as part of the dog park, will be the responsibility of the Organization. The Organization

further agrees to maintain the water hydrants at their expense during the term of this Agreement.

9. The Organization agrees to keep the Proposed Location free from animal feces and waste. The Organization agrees to post signs at the Proposed Location requiring users of the dog park to pick up their dog(s) waste. Further, the Organization will ensure that there are a satisfactory number of dog waste receptacles at the Proposed Location at all times. The Organization agrees to properly dispose of the waste in the receptacles on an as needed basis but not less than once a week. At least twice a week, the Organization will inspect the entirety of the Proposed Location to ensure that all waste has been properly picked up and disposed of.
10. The City agrees to maintain the grass and trees at the Proposed Location at City's expense. The Organization agrees to close the dog park when requested to allow the City to access the Proposed Location to keep it maintained.
11. The City agrees to keep the Proposed Location on its property and liability insurance and will notify its insurance carriers of the changed use of the Proposed Location as a dog park. However, the Organization shall be responsible for paying any necessary deductible on the claim and be responsible for any increase in the City's insurance premium due to the claim. Any claims against the City arising from use of the Proposed Location as a dog park that are not covered by insurance will be the sole responsibility of the Organization (including, but not limited to, liability claims and property damage claims). The Organization agrees to defend and hold harmless the City against any and all such claims.
12. The Organization agrees to post proper rules and regulations governing use of the dog park at the entrance to the dog park. The Organization shall have the rules and any changes thereto approved by the City prior to opening the dog park to the public. The rules shall include, but not be limited to, the following:
 - 12.1. Dogs must be current on all vaccinations.
 - 12.2. Dogs should wear owner identification and vaccination tags at all times.
 - 12.3. Dogs must be leashed when entering and exiting the dog park.
 - 12.4. For the safety of the dog(s) and other park visitors, choke, prong (pinch) and spike collars are strictly prohibited. If patrons use these types of collars, they must be removed prior to entering the dog park.
 - 12.5. No children under the age of 16 are permitted unless accompanied by an adult.
 - 12.6. Aggressive dogs are not permitted on the premises. Dogs must be removed at the first sign of aggression.
 - 12.7. Female dogs in heat are prohibited from entering the dog park.
 - 12.8. Dog owners must be in the dog park and within view of their dogs at all times.
 - 12.9. All off-leash dogs must be under voice control of their owners. If owners cannot control their dog by voice command, said owners must keep their dogs on leashes at all times.
 - 12.10. Dog owners must keep their leash in their hands at all times.
 - 12.11. No dog food or treats are allowed in the dog park.
 - 12.12. Owners must immediately clean up dog feces from their dog(s). The dog(s) feces must be picked up and sealed in plastic bags and discarded in designated receptacles.
 - 12.13. Dogs are not allowed to dig holes in the dog park. Any holes that are dug, must be immediately filled in and grass replaced.
13. The Organization shall abide by all local, state and federal law.
14. The Organization shall use the Proposed Location as an off-leash dog park only. The use of the Proposed Location as anything other than an off-leash dog park shall be considered a breach of

this Agreement.

15. The Organization shall pay to the City, as rent, an amount equal to the increase in the City's liability and property insurance premium for use of the Proposed Location as an off-leash dog park. This rental payment shall also include any increase in the City's insurance premiums due to claims against the City arising from use of the Proposed Location as a dog park.
 - 15.1. The City does not expect any initial increase in its liability insurance for the Proposed Location being used as a dog park.
 - 15.2. The City expects that its property insurance will approximately increase \$225 annually per \$10,000.00 of property added to its property insurance (i.e., fence, benches, cameras, etc.). The \$225 per \$10,000.00 shall increase by 6% per year.
 - 15.3. The rental payment shall be yearly and paid to the City. The first payment shall be due on the 8th day of June, 2021, or upon the signing of this Agreement, and every year thereafter on January 1st during the term of this Agreement.
16. If the Organization should breach any of the terms of this Agreement, the City and/or any of its agents, upon thirty (30) days written notice, shall have the right to enter upon the Proposed Location and tear down any improvements thereon and return the Proposed Location to its original condition. Any cost of returning the Proposed Location to its original condition shall be borne by the Organization.
17. This writing including any addendum attached hereto, constitutes the entire Agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this Dog Park Lease shall be binding upon either party unless in writing and signed by both the City and the Organization.

CITY OF MCCOOK

By: _____
Michael Gonzales, Mayor

Dated: _____, 2021

Attest:

By: _____
Lea Ann Doak, City Clerk

MCCOOK K9 KORNER, INC.

By: _____
Kellie Soden, President

Dated: _____, 2021

**CITY MANAGER'S REPORT
JUNE 7, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM 2.P.

Approve for the City of McCook to receive a \$25,000 donation from the McCook Community Foundation to assist in the establishment of the Rural Workforce Housing Fund.

BACKGROUND:

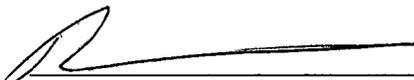
Recently, the MEDC announced it was awarded \$250,000 from the state for its Rural Workforce Housing Fund, in addition to the \$163,745 awarded from NIFA. Another funding component was local donations. The McCook Community Foundation has pledged \$25,000 to put toward the Rural Workforce Housing Fund. The McCook Community Foundation cannot donate to the MEDC directly due to the fact the MEDC is a 501(C)(4) entity. The Foundation can donate the \$25,000 to the City of McCook as a passthrough entity. After the funds are passed to the City of McCook, the City of McCook can donate the funds to the MEDC.

APPROVALS:



Lea Ann Doak, City Clerk

June 1, 2021



Nate Schneider, City Manager

June 1, 2021

**CITY MANAGER'S REPORT
JUNE 7, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM 3.A. Approve the abandonment of an easement located on the north side of Block 2 of the Bish Addition and authorize staff to complete the necessary documents to effectuate the abandonment of the easement; said abandonment contingent upon the execution of an agreement between the City of McCook and the property owner allowing for the future annexation of the west portion of the impacted property into the City of McCook's corporate boundaries and contingent on the construction of a building on the easement.

BACKGROUND:

At the May 17, 2021 McCook City Council meeting, Curt Swanhorst requested that the City Council abandon an easement the City of McCook holds on property he owns. The property is located on the north side of Block 2 of the Bish Addition. The easement was granted by the prior owner in favor of the City of McCook for future street right-of-way purposes. At the meeting, it was noted that there is a perpetual easement in favor of the City of McCook that straddles the southern and western portions of the Bish Addition.

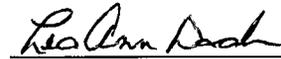
At the May 17, 2021 City Council meeting, the City Council requested staff to begin the process of abandoning the easement. Council expressed an interest in working with Mr. Swanhorst, especially in light of the fact that a new building is to be constructed on the current easement site. With this in mind, Staff has received a survey that illustrates the portion of the easement Mr. Swanhorst would like to have abandoned. A copy of the survey is attached to this report.

If the City Council decides to abandon the easement, Staff will work with Mr. Swanhorst to complete the necessary paperwork to properly complete the abandonment. Staff would ask that the abandonment be subject to two conditions:

- 1) That a building be constructed by Mr. Swanhorst or an affiliated entity on the easement (pursuant to the terms and conditions established for Highway Commercial properties), and if no building is constructed, the property remain as an easement; and
- 2) That Mr. Swanhorst or the proper affiliated entity agree to the annexation of the western portion of Block 2 in favor of the City of McCook, at a date and time in the future.

Staff believes both conditions are necessary for the protection of the City of McCook. As for the first condition, Staff will file a release agreement abandoning the easement upon notice from McCook's Building Inspector that construction is imminent. The second condition can occur at a later date and time, but it is necessary to assure the parcel is not bisected by the City's corporate boundary. The prior owner (ie. Bishop Family Trust) agreed to this stipulation via a subdivision agreement at the time Bish Addition was created. An acknowledgment would serve as confirmation that Mr. Swanhorst or his affiliates understand the need for future annexation in order to gain conformity with the property's boundary and the City's corporate limit.

APPROVALS:



Lea Ann Doak, City Clerk

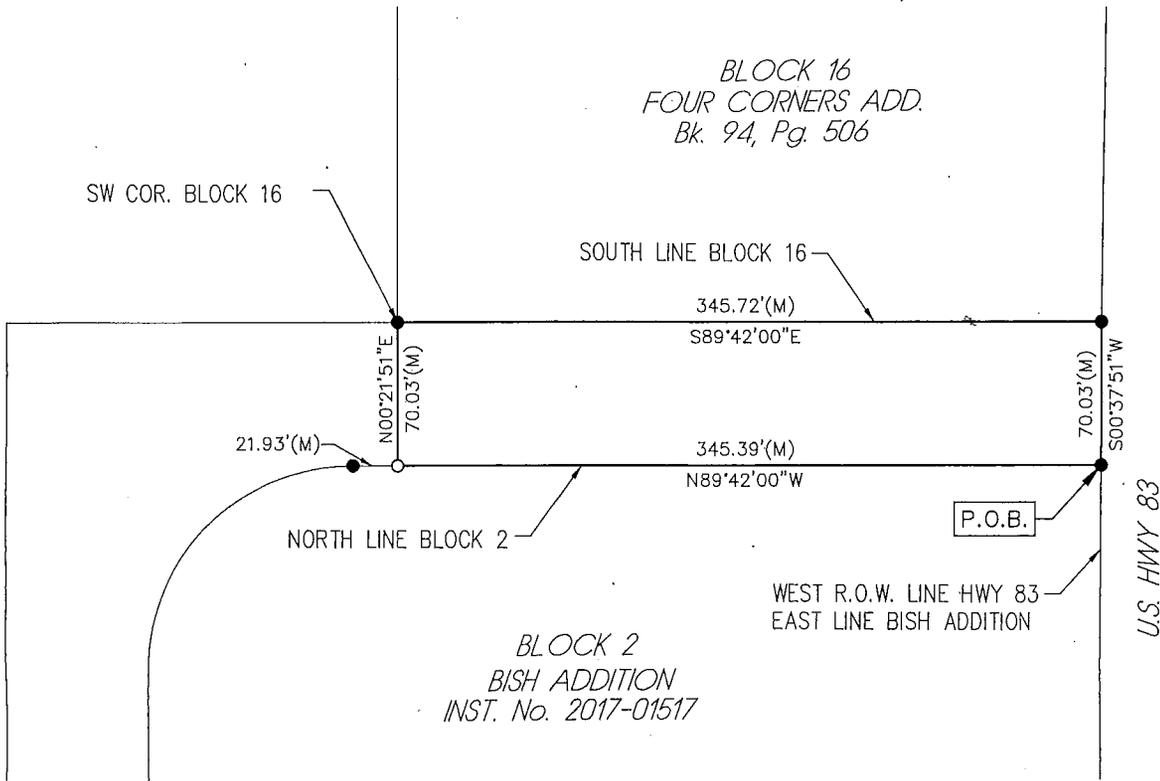
June 1, 2021



Nate Schneider, City Manager

June 1, 2021

-SWANHORST SURVEY-
 A PORTION OF BISH ADDITION TO THE
 CITY OF McCOOK, RED WILLOW COUNTY, NEBRASKA.



PARCEL DESCRIPTION

A portion of Bish Addition, (Instrument No. 2017-01517 in the records of Red Willow County, Nebraska) in the City of McCook, Red Willow County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of Block 2, of said Bish Addition; thence N89°42'00"W (all bearings used in this description are relative to the North line of said Block 2 assumed to be N89°42'00"W) on the North line of said Block 2, a distance of 345.39 feet;
 thence N00°21'15"E, a distance of 70.03 feet to the Southwest corner of Block 16, Four Corners Addition (Book 94, Page 506 in the records of Red Willow County, Nebraska);
 thence S89°42'00"E on the South line of said Block 16, a distance of 345.72 feet to a point on the West right-of-way of U.S. Highway 83, and East line of said Bish Addition;
 thence S00°37'51"W on said East line, a distance of 70.03 feet to the Point of Beginning.

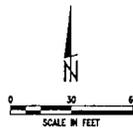
The above described parcel is a portion of a Perpetual Easement for future road and utilities in said Bish Addition and contains 0.56 acres more or less.

SURVEYOR'S CERTIFICATE

I, Scott S. Clifford, Nebraska Registered Land Surveyor No. LS-647, do hereby state that the survey and the referenced Legal Description herein, was performed under my direct supervision using known and recorded monuments. All information shown on the above plat is accurate and correct to the best of my knowledge and belief.

Date of Survey: November 11, 2020

- Legend**
- = SET 5/8" REBAR & LS 647 CAP UNLESS NOTED
 - = FOUND 1/2" REBAR & LS 514 CAP
 - (M) = MEASURED DISTANCE



THIS PLAT OF SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MILLER & ASSOCIATES TO DETERMINE OWNERSHIP, EASEMENTS OR RIGHTS OF WAY OF RECORD.

<p>Miller & Associates Consulting Engineers, P.C.</p>	PARTY CHIEF: DON D. TERRY	REVISION-DATE & REASON _____ _____ _____
	DRAWN BY: BRIAN FAHRENBRUCH	
	JOB NUMBER: 200-LS-580-20	
	109 EAST 2ND STREET McCOOK, NE 69001 Tel: 308-345-3710 Fax: 308-345-7370 www.miller-associates.com	
A PORTION OF BISH ADDITION TO THE CITY OF McCOOK, RED WILLOW COUNTY, NEBRASKA		

CITY MANAGER'S REPORT
JUNE 7, 2021 MCCOOK CITY COUNCIL MEETING

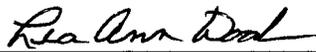
ITEM 3.B.

Consider a request from Josiah Hegwood/Blackwood Enterprises regarding leasing parking area from the City of McCook at the Old Public Safety Center for a building project at 520 West B Street.

BACKGROUND:

The City of McCook has received an application from Josiah Hegwood/Blackwood Enterprises requesting that the City of McCook consider leasing parking spots from the City of McCook at the Old Public Safety Center for a building project at 520 West B Street. Blackwood Enterprises is in the process of remodeling the building at 520 West B Street. Blackwood Enterprises anticipates that 520 West B Street will be home to multiple businesses in the near future. The City Council has discussed the possibility of leasing parking space for the building project in the past. Mr. Hegwood will be at the June 7, 2021 City Council meeting to provide new information on the project and what the developer foresees as the parking needs.

APPROVALS:



Lea Ann Doak, City Clerk

June 1, 2021



Nate Schneider, City Manager

June 1, 2021



Lea Ann Doak, City Clerk
City of McCook
505 West C St.
P.O. Box 1059
McCook, NE 69001

Telephone: (308)345-2022
E-mail: admin@cityofmccook.com
Website: www.cityofmccook.com

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please complete the information below and submit to the City Clerk's office. The item will be reviewed and forwarded to city staff for appropriate action or scheduled for a future meeting of the City Council, if necessary. You will be notified of the staff recommendation or action taken on your request or when the item will be presented to the City Council for consideration.

Name: Josiah Hegwood

Address: 310 E 2nd

Telephone Number: 308-737-6291

Email Address: josiah.hegwood@outlook.com

Date of Request: 6/1/2021

Description of Requested Topic: (Please be as specific as possible and use additional sheets of paper if needed.)

Leasing parking spots from the City of McCook for our building development at 520 W 13th.

For Administrative Purposes:

Date Request Received: 6-1-21 Received by: Nate Schneider

Action Taken: Placed on the City Council agenda

Follow-Up Needed: _____

Signed: [Signature] Date: 6-1-21



CITY MANAGER'S REPORT
JUNE 7, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 3.C. Follow-up discussion regarding the McCook City Council's prioritization of current general and enterprise fund needs and potential general fund projects.

BACKGROUND:

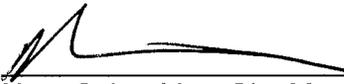
This agenda item is a follow-up from the May 17, 2020 McCook City Council meeting. Continued discussion will help the prioritization process, especially with budget season just around the corner.

APPROVALS:



Lea Ann Doak, City Clerk

June 1, 2021



Nate Schneider, City Manager

June 1, 2021

CITY MANAGER'S REPORT
JUNE 7, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 3.D. Authorize staff to prepare and submit an application for the 2021 COPS Hiring Program grant.

BACKGROUND:

During the past few months, the City Council has held numerous discussions regarding the needs of the City's various departments. At the May 17, 2021 City Council meeting, a prioritization discussion was held. At the meeting, multiple department heads mentioned that staffing was a primary concern. One of the departments that listed staffing as a pressing need was the police department. Chief Joel Smith discussed current and future staffing concerns, which included the need for additional patrol officers.

Staff has been reviewing ways to address the staffing concerns in the police department. One potential tool that may assist the City of McCook with the funding of new officers would be a COPS Hiring Program (CHP) grant. Per the 2021 COPS Hiring Program website, the Program is designed to advance public safety through community policing by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide. CHP provides funds directly to law enforcement agencies to hire new or rehire additional career law enforcement officers and to increase their community policing capacity and crime-prevention efforts.

A FY 2021 CHP award will provide up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year period. There is a minimum 25 percent local cash match requirement unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

Funding under this program will support three years of officer salaries with a five-year period of performance to accommodate the training and recruitment time frame. Agencies must retain each CHP funded position for 12 months following the three-year funding for that position. The additional officer positions would be added to our law enforcement budget after the three-year period is complete.

For the FY 2021 cycle, agencies may request the number of officer positions necessary to support their proposed community policing strategy. After holding internal staff discussions, Staff is requesting that the City Council investigate the possibility of adding 2 additional patrol officer positions to the McCook Police Department budget. In terms of the financial impact, if the City of McCook was awarded the grant, the City of McCook would be responsible for \$21,676.20 per year in salaries over the three year period the grant was in place (with yearly adjustments reflected per our collective bargaining agreement), plus approximately \$12,000 per year in fringe benefits over the three year period the grant was in place. At the expiration of the three year grant period, the City of McCook would be solely responsible for the new hires wages and fringe benefits.

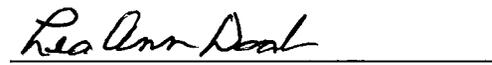
Staff is still in the process of determining the financial feasibility of adding 2 new patrol officers. However, in order to comply with the timing requirements of the CHP program, City Council approval is needed to authorize the submission of the CHP grant application. The deadline for the first part of the application is June 15, 2021, at 7:59 p.m. ET. The deadline for the completed application is June 22, 2021, at 7:59 p.m. ET. Staff has already contacted Lori Aschoff to assist with grant writing services. Staff is asking for the City Council's approval to prepare and submit the grant application. If, during the process of reviewing the City's budget needs, it is determined by the City Council that the City of McCook is unable to fund 2 new patrol officers, a CHP award can be forfeited without penalty.

APPROVALS:



Nathan A. Schneider, City Manager

June 1, 2021



Lea Ann Doak, City Clerk

June 1, 2021



Joel Smith, Chief of Police

June 1, 2021

**CITY MANAGER'S REPORT
JUNE 7, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM 3.E. Discuss and approve the 2021-2022 budget schedule.

BACKGROUND:

The 2021-2022 budget season is fast approaching. Historically, the council has discussed and approved the budget schedule prior to commencement. Included with this report is a proposed budget schedule.

RECOMMENDATIONS:

ITEM ____ Discuss and approve the 2021-2022 budget schedule.

APPROVALS:



Nathan A. Schneider, City Manager

June 1, 2021



Lea Ann Doak, City Clerk

June 1, 2021

**CITY OF McCOOK
PROPOSED BUDGET PREPARATION CALENDAR
Fiscal Year 2021 - 2022**

<u>Date</u>	<u>Action</u>	<u>By Whom?</u>
June 7, 2021	Approve Budget Calendar	City Council
June 16, 2021	Initial Staff meeting to distribute forms and information to begin budget preparation	City Clerk
June 2021	Calculate cost of living percentage change for past 12 months and give to City Clerk.	City Manager
June 21, 2021	City Council budget requests	City Council
June 23, 2021	Distribute Council Member's budget item requests to appropriate department heads for pricing and comments	City Clerk
June 24 - 30, 2021	Complete revenue estimates and review with City Manager	City Clerk
June & July 2021	Review budget requests with appropriate Boards and Commissions.	City Manager Department Heads
July 1, 2021	Begin review of Water and Sewer rates (possibly Solid Waste) with Public Financial Management (PFM)	Utilities Director City Clerk City Manager
July 6, 2021	Submit Capital Outlay/Equipment requests to City Manager	Department Heads
July 6, 2021	Submit budget proposals and proposed increases, both expenditures and revenue estimates to City Clerk. Prioritize new Capital Improvement Projects and capital requests.	City Manager Department Heads
July 14 - 23, 2021	Review operating budget requests with individual departments	City Manager City Clerk Department Heads
July, 2021	Complete review of entire budget and achieve balance between revenues and expenditures.	Department Heads City Manager City Clerk
August 2, 2021	City Manager annual evaluation	City Council City Manager
August 2 - 6, 2021	Begin printing of Preliminary Budget Document	City Clerk
August 9, 2021 Special Meeting	Deliver copies of Preliminary Budget to City Council Members and Media.	City Clerk City Manager
August 9, 2021 Special Meeting	Hold a public review meeting.	City Council and City Staff

August & September	Public Financial Management (PFM) presentation Water & Sewer Rates	City Manager City Clerk Utilities Director
August 16, 2021	Introduce Budget Ordinance, conduct first reading.	City Manager City Clerk City Council
August 20, 2021	County Assessor certifies assessed value on all taxable property	
August 23 or 30, 2021 Special Meeting	Conduct Second Reading of Budget Ordinance.	City Council
August 31 or September 1, 2021	Publish notice of budget public hearing and summary of Budget Statement and Public Hearing to change tax request from prior year.	City Clerk
September 7, 2021	Hold Public Hearing on budget, conduct third reading and adopt Budget Ordinance, adjust the restrictive funds limit for the unused restricted funds authority, if necessary, and hold Public Hearing to change tax request from prior year and approve its resolution.	City Council
September 20, 2021	File Budget with County Board of Commissioners and State Auditor	City Clerk
September 20, 2021	Approve Resolution setting tax request	City Clerk
October 13, 2021	File Resolution setting tax request with the County Clerk.	City Clerk

**CITY MANAGER'S REPORT
JUNE 7, 2021 MCCOOK CITY COUNCIL MEETING**

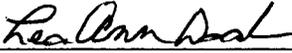
ITEM 3.F.

Receive and file a presentation from City Attorney, Nathaniel Mustion, regarding an update on the creation of a regional land bank.

BACKGROUND:

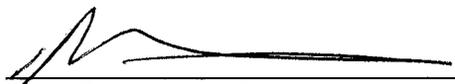
McCook's City Attorney, Nathaniel Mustion, has been working on the formation of a regional land bank to assist the City of McCook and our potential land bank partners with the alleviation of the issues brought about by nuisance and abandoned properties. Mr. Mustion will present an update to the City Council on his ongoing work regarding a potential land bank.

APPROVALS:



Lea Ann Doak, City Clerk

June 1, 2021



Nate Schneider, City Manager

June 1, 2021

**CITY MANAGER'S REPORT
JUNE 7, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM 3.G.

Consider a request from the Norris Institute for the City of McCook to donate \$10,000 of ACE Funds to the Norris Alley Project.

BACKGROUND:

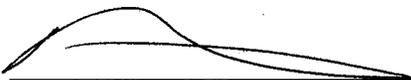
A request has been made by the Norris Institute to the City of McCook to authorize \$10,000 of ACE Funds to be used in funding the Norris Alley Project. A representative of the Norris Institute will be present to expound on the request. Currently, the City of McCook has \$45,817.43 of ACE Funds. Traditionally, these funds have been used for City of McCook improvements, although the City of McCook recently contributed \$25,000 of ACE Funds to the Rural Workforce Housing Fund.

APPROVALS:



Lea Ann Doak, City Clerk

June 1, 2021



Nate Schneider, City Manager

June 1, 2021

CITY MANAGER'S REPORT
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ITEM 3.H.

Approve the McCook Economic Development Corporation's purchase of land utilizing LB 840 funds, in the initial amount of \$70,000 with the potential for additional funds up to \$210,000, for land described as Fifth Park View Subdivision to the City of McCook, Block 1, Lots 1 - 12.

BACKGROUND:

Per the City of McCook's voter approved McCook Economic Development Plan, LB 840 funds may be used by the McCook Economic Development Corporation (MEDC) to construct facilities, structures, and/or appurtenances for new or proposed development. Accordingly, the MEDC would like to purchase property for the construction of new residential structures to promote development in our community. The land the MEDC would like to purchase is located in the Fifth Park View Subdivision to McCook, Block 1, Lots 1 through 12. A diagram of the land is attached to this report. The land sits to the north of Our Saviors Lutheran Church and is flanked by Pawnee and Seminole Drives to the west and east, and Cheyenne Road to the north. The property has accessible water and sewer infrastructure. The purchase price for the property is \$210,000.

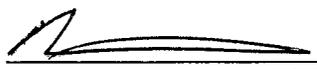
According to McCook's LB 840 Economic Development Plan, after the Program Administrator (ie. MEDC) approves the purchase of real estate, the McCook City Council must give final approval for the purchase. As mentioned, the total purchase price for the land is \$210,000. The MEDC is requesting that \$70,000 of LB 840 money be used as a down payment, with a loan from MNB Bank to be utilized for the difference. MEDC would like to use LB 840 funds to potentially pay down the interest on the MNB loan. The exact amount of additional funds will depend on a number of factors, but a "Not to Exceed" limit on the LB 840 funds in the amount of \$210,000 will assure adequate coverage.

APPROVALS:



Lea Ann Doak, City Clerk

June 1, 2021



Nate Schneider, City Manager

June 1, 2021

THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. The REALTOR® negotiating this Agreement is a member of the Nebraska REALTORS® Association and as such is governed by its Code of Ethics and Rules and Regulations.



RESIDENTIAL PURCHASE AGREEMENT

Golden Plains Realty 907 West B, McCook, NE 69001 May 20, 2021
(Firm and address) (date)

Agency Confirmation: The following agency relationship(s) are hereby confirmed for this transaction.

Agent: Shannon Woitaszewski
of Golden Plains Realty (company)
(308) 350-3277 (agent's cell)

Is the agent of: [X] Seller exclusively [] Buyer exclusively [] both the Buyer and Seller (Limited Dual Agent)

Agent: Melanie Godenberger
of Golden Plains Realty (company)
(308) 345-7709 (agent's cell)

Is the agent of: [X] Seller exclusively [] Buyer exclusively [] both the Buyer and Seller (Limited Dual Agent)

The undersigned, as Buyer, agrees to purchase the following property on the following terms:

- 1. Address: TBD, McCook, NE 69001
2. Legal Description: Fifth Parkview Sub McCook Block 1 Lots 1-12 Replat of Lots 2A through 2F of the replat of new platted Lot 2 RWCH

3. Personal Property. The purchase price includes all fixtures permanently attached to the real estate. The personal property to be included is as follows:

4. Price and Financial Terms. Buyer agrees to pay \$ 210,000.00, on the following terms: an earnest money deposit of \$ 1,000.00 to be applied to the purchase price is paid herewith as shown by the receipt herein. If paid by check, it will be cashed upon acceptance. The earnest money will be transferred to: [] escrow agent or [X] listing broker. Balance to be paid per the following paragraph(s):

[X] A. Cash at Closing - No Financing Being Required: Balance of \$ shall be paid in cash, or by certified or cashier's check at time of closing. Buyer to provide Seller a letter from a government regulated depository showing evidence of said funds within 7 calendar days of acceptance of this offer or this offer shall be null and void with the earnest money forfeited to the Seller.

[] B. Contingent Upon Loan: Balance of \$ shall be paid in cash, or by certified or cashier's check at time of closing, contingent upon Buyer's ability to obtain a loan, to be secured by deed of trust, on above described Property in the amount of \$. The loan shall be [] VA, [] FHA, [] CONVENTIONAL, [] P.M.I., [] N.I.F.A., [] RURAL DEVELOPMENT OR with terms providing for an initial interest rate not to exceed % per annum, plus mortgage insurance, if required, with a term of no less than years. Buyer agrees to make application for the loan within 7 calendar days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. Buyer agrees to pay all loan fees, closing costs and prepaid items required by Lender (subject to paragraph 4C). If the original loan application is denied, the Buyer authorizes and shall instruct the Lender to immediately notify in writing all real estate licensees involved in the transaction. Upon written notice of denial by the lender, this Purchase Agreement shall be void and the earnest money will be refunded to Buyer (subject to paragraph 25) unless Seller and Buyer mutually agree in writing within five (5) calendar days from receipt of notification of loan denial that an additional loan application will be made or that additional loan information will be submitted to the original Lender. Seller shall have

Seller: [Signature] Buyer: [Signature]
Date: 05/21/2021 Date: 5.20.2021

the right to cancel this after _____ calendar days from the acceptance of this Agreement, unless they have received either a non-contingent loan commitment or a loan commitment with all contingencies satisfied. In the event of Seller's cancellation, the earnest money (subject to paragraph 25) shall be returned to the Buyer.

C. Seller Contribution: At closing, Seller shall pay or reimburse Buyer for the payment of Buyer's loan fees, closing costs, inspection fees and/or prepaid items as allowed by lender up to \$ _____ or _____ % of purchase price.

D. Contingent Upon Closing: This offer is Contingent upon Buyer first obtaining the proceeds from the closing of the Buyer's Property located at _____, scheduled to close on _____. If such closing does not occur on or before such date, this offer shall be null and void and the earnest money shall be returned to the Buyer (subject to paragraph 25).

E. Contingent Upon Sale and Closing: This offer is contingent upon the sale and closing of Buyer's property located at: _____

(See attached _____ Addendum).

F. Assumption of Existing Loan, Seller Financing or Other Financing Terms. (See attached _____ Addendum).

5. Other Provisions. Offer contingent upon MEDC board approval - Meeting scheduled 5/24/21 and City Council approval - Meeting scheduled 6/7/21

6. Title. Seller agrees to convey marketable title to Buyer by warranty deed or _____ equal _____ free and clear of all liens, encumbrances, special assessments levied or assessed and subject to all easements and restrictions or covenants now of record. Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring good and marketable title.

Title policy shall be: ALTA basic owner's policy ALTA expanded coverage

The cost of the title insurance shall be paid as follows:

- Title Insurance policy paid by: (select one) Seller Buyer Divided equally
- Lenders Policy paid by: (select one) Seller Buyer Divided equally
- Endorsements paid by: (select one) Seller Buyer Divided equally

Buyer selects _____ McCook Abstract Company _____ as the title insurance company.

Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect, not to exceed 30 calendar days from the date of the title commitment. If the title defects are not cured within such time frame, the Buyer may declare this Agreement null and void, and be entitled to full return of the earnest money (subject to paragraph 25). Seller agrees to pay any assessments for items such as paving, curbing, sidewalk or utilities previously constructed, now under construction, or ordered to be constructed by public authority not yet assessed. The documentary stamp tax shall be paid by the Seller.

7. SID Disclosure. If checked, the property is located in a Sanitary Improvement District. Buyer understands: i) sanitary and improvement districts are located outside the corporate limits of any municipality; ii) residents of sanitary and improvement districts are not eligible to vote in municipal elections; and, iii) owners of property located within sanitary and improvement districts have limited access to services provided by nearby municipalities until and unless the property is annexed by the municipality. Further disclosures are attached. [] [] (Buyers initial if checked)

8. Condominium Disclosure. If checked, the property is a condominium unit. Buyer acknowledges receipt of the public offering statement or the declaration, the bylaws, the rules or regulations of the association and information required by 76-884 NRS unless such transfer is exempt under 76-878 NRS.

9. Lead-Based Paint Disclosure. If checked, the house upon the property was built prior to 1978. Attached hereto is a statement, disclosure and acknowledgement regarding lead based paint which is incorporated herein by this reference.

Seller: [97H] [SKH] Buyer: [Signature]
Date: 5/27/2021 Date: 5.26.2021

10. Seller Property Condition Disclosure. Buyer acknowledges receipt of the Seller Property Condition Disclosure Statement dated NA.

11. Condition of Property. This Agreement is based upon Buyer's personal inspection or investigation of Property and not upon any representation or warranties of condition by Seller or any Agent involved in this transaction. If finished square footage, location of property lines, age, school district, lot size, condition of improvements or any other factor is important to Buyer's decision to purchase, Buyer acknowledges he has been advised to make independent investigation. Buyer agrees to accept Property in its present condition, except as provided in this Agreement.

12. Inspections. (check one)

Buyer Waives All Inspections: Buyer accepts the property "AS IS". However, Buyer does not waive, release or relinquish any right or claim Buyer may have by reason of any misrepresentation or fraudulent concealment by Seller.

OR

Contingent Upon Inspection: This offer is Contingent upon Buyer obtaining proof of insurability and any inspections of the real estate and personal property to be sold. All inspections are at Buyer's expense unless contrary to Paragraph 4C. All requested inspections must be completed by the inspection deadline. Buyer shall have ten (10) calendar days from date of acceptance to complete inspections (inspection deadline). Buyer shall have three (3) calendar days after the inspection deadline, to give written notice to the Seller of any unsatisfactory conditions of the property (notice deadline). Buyer and Seller shall have five (5) calendar days from the notice deadline to resolve any unsatisfactory condition(s) in writing (resolution deadline). If the Buyer fails to give notice by the notice deadline then the Buyer agrees to accept the property "AS IS". However, Buyer does not waive, release or relinquish any right or claim Buyer may have by reason of any misrepresentation or fraudulent concealment by Seller. If Buyer gives notice of unsatisfactory conditions by the notice deadline and Buyer and Seller fail to resolve the unsatisfactory conditions in writing by the resolution deadline then this agreement is null and void.

Inspections may include, but are not limited to, the following: Home, Radon, Well & Septic, Survey, Roof, HVAC, Electrical, Plumbing, Structural, Mold, Flood Plain, Insurability/CLUE, Sex Offender Registry

If checked, Buyer requests a termite and wood destroying insect inspection of the property and all buildings thereon at Buyer's expense. Cost of said inspection to be paid by Seller in the event of a VA Loan. Should evidence of termites or wood destroying insects be found, the property shall be treated at Seller's expense by a commercially licensed applicator who has met the certification requirement of the Nebraska Pesticide Act for treatment of termites and wood destroying insects. If visible evidence of previously treated infestation, which is now inactive, is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, either Seller or Buyer may rescind this agreement.

13. Utilities. Seller agrees to have the following utilities turned on, if not currently on, for inspections and/or appraisal.
 Electric Gas Water Other _____

14. Access to Property. Seller shall provide reasonable access to Buyer, Buyer's inspectors or agents to timely fulfill this Agreement and to representatives of Buyer's lender to accommodate financing.

15. Compliance with Law. Seller shall comply with all federal, state and local laws applicable to the sale or transfer of the property, including but not limited to installing smoke detectors and carbon monoxide detectors.

16. Maintenance/Repairs/Replacements, Cost to Seller. Seller agrees to maintain the property in its condition on the date hereof until initial delivery of possession which maintenance shall include, but not be limited to: the building, heating, air conditioning, water heater, sewer, plumbing, electrical system, underground sprinkler system, personal property, lawn care and snow removal.

17. Final Walk Through. Buyer shall have the right to make a final inspection of the property prior to closing to assure that all conditions of this Agreement have been met.

18. Responsibility of Insurance and Risk of Loss. Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than purchase price until closing. Risk of loss or damage to Property, prior to closing, shall be the responsibility of Seller. If prior to closing the structure on the Property is materially damaged, Seller shall immediately notify the Buyer in writing of the damage. Buyer, at Buyer's choice, may: 1) Rescind this Agreement OR 2) Take the property subject to the damage with the Seller paying to the Buyer the insurance proceeds and deductible for the restoration of the property or at a price discounted by the cost of restoration of the premises.

Seller: JTH, SKH Buyer: [Signature]
Date: 05/21/2021 Date: 5.20.2021

19. Home Warranty Acknowledgement: Buyer has been advised of the availability of a Home Warranty, and selects the following:

- Home warranty accepted and paid by _____
Plan Selected _____ ; Cost is \$ _____
- Home warranty coverage declined by Buyer.

New Construction: New construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. The BROKER and its AGENTS make no warranties as to the quality of construction or materials.

20. Real Estate Taxes and Prorations. Seller shall pay all taxes for the years prior to the year of closing. Taxes for the year of closing together with interest, rents and homeowners' association dues, prepaid utilities and heating fuel, if any, shall be prorated to the date of closing. Taxes shall be prorated based upon the county assessor's valuation at the date of closing and the most recently certified mill levy.

21. Closing and Possession. The closing of the sale shall be on or before the 21st day of June, 2021. Possession of Property shall be given upon closing. This Agreement shall in no manner be construed to convey the Property or to give any right of possession.

22. Escrow Closing. Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, any broker holding the earnest money or other trust funds is authorized to transfer such items to the escrow agent. All documents and other items received by any broker in connection with the sale shall also be transferred to the escrow agent. After the transfer, a broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds, deliver or record any documents until it has received sufficient certified funds or equivalent and all terms of this Agreement have been satisfied.

Escrow closing charges shall be equally divided between Buyer and Seller. If Buyer's loan is a government-regulated loan, which prohibits Buyer from paying such fees, they shall be paid by Seller.

23. Compensation. Buyer agrees to pay selling broker compensation of \$ _____ at closing. The compensation be collected in all cases except (a) if Buyer secures a loan to purchase the Property that does not allow Buyer to pay such compensation or (b) buyer has previously agreed to pay selling broker fixed compensation pursuant to an agreement entered into with selling broker. If this compensation is paid by Buyer to selling broker, Seller and Buyer agree that selling broker, which may be the same as the listing broker, may collect compensation from both Seller and Buyer.

24. Counterparts, E-Mail, and Fax Transmission. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument. The facsimile or e-mail transmission of a signed copy hereof or any counter offer to the other party or their agent with confirmation of transmission shall constitute delivery. If requested, parties agree to confirm delivery by mail or personal delivery of a signed copy to the other party or their agent.

25. Default, Rescission, Failure of Contingency or Termination. If Buyer defaults on the performance of this Agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure. If this Agreement is void by failure of contingency or is rescinded or terminated by either party without fault as allowed hereby, each party shall bear their costs and the earnest money shall be refunded to the Buyer.

26. Do Not Call Provision. Seller and Buyer authorize telephone, facsimile and other electronic means of contact by individuals on behalf of the Seller's broker and Buyer's broker, if different, as well as other service providers in the transaction.

27. Addenda. The attached addenda shall be made a part of the Purchase Agreement. (List Addenda) _____

(Seller _____ / _____ Buyer _____ / _____)

28. Acceptance Date. This offer shall expire on May 21, 2021 (date) at 5:00 pm o'clock _____, (hour in the time zone of the office of the Seller's agent) and be automatically null and void unless prior to the time of expiration, Seller's written acceptance is delivered to the Buyer's limited agent or their Broker's office or the Buyer.

Seller: [Signature] / [Signature] Buyer: [Signature]
 Date: 05/21/2021 Date: 5.20.2021

29. Mediation and Arbitration. [If checked]

- (a) **Disputes.** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the brokerage relationship or the construction, interpretation, enforcement, or breach of the terms of this Agreement.
- (b) **Mediation.** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the Dispute by giving 15 days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within 360 days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Nebraska. Such mediation may be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.
- (c) **Arbitration.** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Nebraska. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbitrator(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within 360 days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within 60 days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbitrator may award attorney's fees to the prevailing party.
- (d) **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.
- (e) **Exclusions.** The terms of paragraph 29 shall not apply to:
 - (1) Any complaint of violation of the Code of Ethics of the National Association of REALTORS®;
 - (2) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
 - (3) The filing or enforcement of a construction or similar lien.
 - (4) An action filed and held in "Small Claims Court" as defined in Neb. Rev. Stat. 25-2801 to 25-2804, provided, however, any attempt to transfer a matter filed in small claims court to county court shall be subject to paragraph 30.
- (f) **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

30. **Entire Agreement.** This document contains the entire Agreement of the parties and supersedes all prior Agreements or representations oral or written with respect to the Property which are not expressly set forth herein or incorporated herein by reference. This Agreement may be modified only in writing, signed and dated by both parties. All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the real estate agent or broker which are not herein expressed. "Buyer" shall be one or more. "Seller" shall be one or more. Whenever required by context, singular shall include the plural, the plural the singular, and one gender shall include all genders. Time is of the essence in this Agreement.

Seller: OTH SKW Buyer: [Signature]
 Date: 05/21/2021 Date: 5/20/2021

31. Authority to Sign. The undersigned Seller(s) and Buyer(s) each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. Seller represents all parties required to transfer title to the Property are parties to this contract.

Buyer reserves the right to withdraw this Offer prior to acceptance. Withdrawal shall be complete if verbal notification of withdrawal is made to the Seller's Limited Agent or Broker of the Seller's Limited Agent or the Seller before the delivery of Seller's written acceptance.

IF PARAGRAPH 29 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

BUYER D. Buy MEDC DATE _____

BUYER _____ DATE 5.20.2021

ADDRESS 402 Norris Ave., McCook, NE ZIP 68001 PHONE (308) 345-1200

NAMES FOR DEED: McCook Economic Development Corporation

Check one: JTWROS Tenants in common Other _____

Check one: Husband and Wife Single Person Other _____

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: MEDC the sum of \$ 1000 by

check cash other _____ to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified the earnest money shall be refunded.

Golden Plains Realty REALTORS® By: Shannon Waitaszewski

Complete only one of A, B or C below:

A: **Acceptance of All Terms:** Seller accepts all of the terms of the above Agreement and agrees to perform all of its terms.

IF PARAGRAPH 29 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Seller ^{Authorizaton} Jay T. Hancock 05/21/2021 Date _____
05/21/2021 12:40 AM CDT

Seller Susan K. Hancock 05/21/2021 Date _____
5/21/2021 9:14:28 AM CDT

B: **Counter Offer #1 By Seller:** In response to the above Purchase Agreement dated May 20, 2021 for the sale of the Property, all of the terms and conditions of the Purchase Agreement are accepted and shall remain the same with the exception of the following:

Seller: JTH SKH Buyer: DB
Date: 05/21/2021 Date: 5.20.2021

This Counter Offer shall expire _____ (date), at _____ o'clock _____ (hour in the time zone of the office of the Seller's agent) and be automatically null and void unless, prior to the time of expiration, Buyer's written acceptance is delivered to the Seller's Limited Agent or their Broker's office or the Seller.

If this Counter Offer is accepted, the Purchase Agreement as amended by this Counter Offer shall become a contract between the parties.

Seller reserves the right to withdraw this Counter Offer prior to acceptance. Withdrawal shall be complete if verbal notification of withdrawal is made to the Buyer's Agent or Broker of the Buyer's Agent or Buyer before the delivery of Buyer's written acceptance.

Seller _____ Date _____ Seller _____ Date _____

accept reject this Counter Offer _____ (date), at _____ o'clock _____

Buyer _____ Date _____ Buyer _____ Date _____

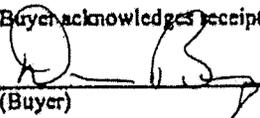
See attached Buyer Counter Offer.

C: Rejection: The foregoing offer is rejected.

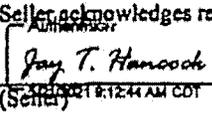
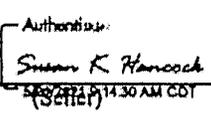
Seller _____ Date _____ Seller _____ Date _____

RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Buyer acknowledges receipt of executed copy of this Agreement.

 _____ 5.24.2021 _____
(Buyer) _____ Date _____ (Buyer) _____ Date _____

Seller acknowledges receipt of executed copy of this Agreement.

 _____ 05/21/2021 _____
(Seller) _____ Date _____  _____ 05/21/2021 _____
(Seller) _____ Date _____

DEDICATION
 REPLAT OF LOTS 2A THROUGH 2F OF THE REPLAT OF NEW PLATTED LOT 2, BLOCK 1 FIFTH PARK VIEW SUBDIVISION TO THE CITY OF McCOOK, RED WILLOW COUNTY, NEBRASKA, as it appears on the foregoing Plat and as described in the Surveyor's Certificate is with the free consent and in accordance with the desires of the undersigned owners and proprietor. The said owners hereby dedicates the streets, alleys, easements and other open areas to the Public use and benefit.

By: Joy T. Hancock Date: 2/21/2020
 Joy T. Hancock - Owner
 By: Susan K. Hancock Date: 2/21/2020
 Susan K. Hancock - Owner

ACKNOWLEDGMENT
 Personally appeared before me a Notary Public in and for the State of Nebraska, Joy T. Hancock and Susan K. Hancock, known to me to be the identical persons whose names are affixed to the foregoing instrument and they acknowledge the same to be their voluntary act and deed.

Witness my hand and official Seal this 21st day of February, 2020.
 My commission expires 21st day of February, 2023
 Notary Public Tracy A. Burkey

PLANNING COMMISSION APPROVAL
 This Plat was duly approved by the City of McCook, Red Willow County, Nebraska Planning Commission on this 13th day of January, 2020.

Nate Schneider Kurt Vosburg, Chairman
 Nate Schneider, Secretary

MUNICIPAL APPROVAL
 This Plat was duly approved by the City of McCook, Red Willow County, Nebraska on this 26th day of January, 2020.

LeAnn Dook Mike Gonzales, Mayor
 LeAnn Dook, City Clerk

RECORDING INFORMATION
 State of Nebraska County of Red Willow
 Instrument No. 2020-00242
 DATE 2/21/2020
 TIME 11:10 am
Tami Teel
 Register of Deeds: Tami Teel

ZONED: RESIDENTIAL MEDIUM DENSITY

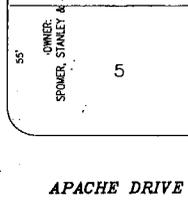
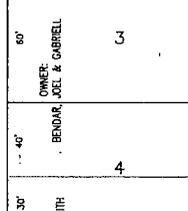
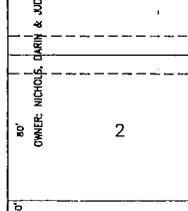
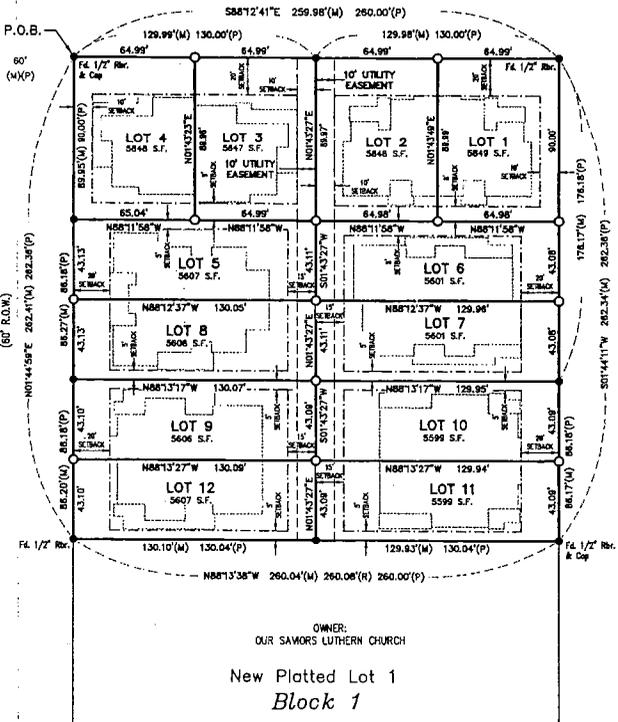
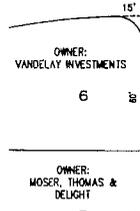
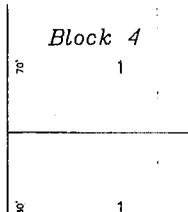
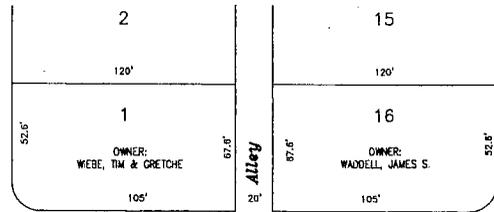
Minimum lot and maximum height provisions:	Lot Area (Sq. Ft.)	Lot Width	Front Yard	Side Yard	Rear Yard	Height (Principle/Access)
Single Family Dwelling	5,000	50' Interior lots, or 60' for corner lots, or 45' on cul-de-sac curves. (4)	20' (1)	5' on 1/2 side & 5' on 2/2 side of interior lots. (2) (3)	35'	35' / 35'
Duplex Dwelling	2,500 per dwelling unit	50' Interior lots, or 60' for corner lots, or 45' on cul-de-sac curves. (4)	20' (1)	5' on 1/2 side & 5' on 2/2 side of interior lots. (2) (3)	35'	35' / 35'
Multifamily Dwelling	2,500 per dwelling unit	50' Interior lots, or 60' for corner lots, or 45' on cul-de-sac curves. (4)	20' (1)	5' on 1/2 side & 5' on 2/2 side of interior lots. (2) (3)	35'	45' / 35'
Townhouse Dwelling	2,500 per dwelling unit	50' Interior lots, or 60' for corner lots, or 45' on cul-de-sac curves. (4)	20' (1)	5' on 1/2 side & 5' on 2/2 side of interior lots. (2) (3)	35'	45' / 35'
Other Permitted Uses	5,000	50' Interior lots, or 60' for corner lots, or 45' on cul-de-sac curves. (4)	20' (1)	5' on 1/2 side & 5' on 2/2 side of interior lots. (2) (3)	35'	35'

Notes: (1) In the case of structures erected on lots adjacent to lots which have structures existing at the effective date of this Ordinance, the required front yard may be the average of the front yards existing on the adjacent lots.
 (2) Side yards for corner lots facing the street shall be one-half of the front yard setback minimum requirements.
 (3) A non-ambushable carport may be constructed with a minimum side yard clearance of three (3) feet and shall be attached to an existing structure.
 (4) Platted lots in existence as of the 2013 update of this Ordinance may have a lot width of fifty (50) feet or less, as long as the lot meets the front, side and rear yard setback requirements. (See Section 2202 of this Ordinance.)
 Section 202, Maximum Lot Coverage. The maximum lot coverage for all buildings shall not be more than fifty-five (55) percent of the total lot area.
 Section 203, Parking Regulations. Parking with the RM Residential District shall be in conformance with the provisions of Section 2111 of this Ordinance.
 Section 210, Fence Regulations. Fences, walls and hedges within the RM Residential District shall be in conformance with the provisions of Section 2102 of this Ordinance.
 Section 211, Sign Regulations. Signs within the RM Residential District shall be in conformance with the provisions of Section 2112 of this Ordinance.

REPLAT OF LOTS 2A THROUGH 2F OF THE REPLAT OF NEW PLATTED LOT 2, BLOCK 1 FIFTH PARK VIEW SUBDIVISION TO THE CITY OF McCOOK, RED WILLOW COUNTY, NEBRASKA

THIS PLAT VACATED LOTS 2A THROUGH 2F OF THE REPLAT OF NEW PLATTED LOT 2, BLOCK 1, FIFTH PARK VIEW SUBDIVISION TO THE CITY OF McCOOK, NEBRASKA

*Sixth Park View Subdivision
 Block 3*

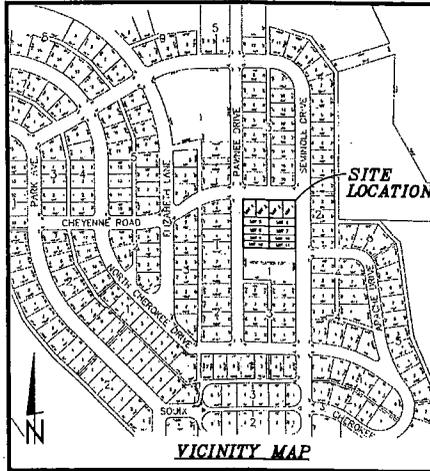


Fifth Park View Subdivision

CONDITIONAL USE PERMIT DEVIATIONS

1. SIDE YARD SETBACK ON LOTS 1-12, INCLUSIVE.
2. REAR YARD SETBACKS ON LOTS 1-4, INCLUSIVE.
3. LOT WIDTH ON LOTS 5-12, INCLUSIVE.

SURVEYORS CERTIFICATE
 I hereby state that on December 5, 2019, I surveyed a tract of land recorded as Replat of New Platted Lot 2, Block 1, Fifth Park View Subdivision to the City of McCook, Red Willow County, Nebraska by the lot line adjustment process, (now to be known as REPLAT OF LOTS 2A THROUGH 2F OF THE REPLAT OF NEW PLATTED LOT 2, BLOCK 1, FIFTH PARK VIEW SUBDIVISION) being more particularly described as follows:
 Beginning at the Northwest corner of said Replat of New Platted Lot 2, Block 1, Fifth Park View Subdivision; thence on the North, East, South and West lines of said Replat of New Platted Lot 2, Block 1, Fifth Park View Subdivision for the following four (4) courses:
 1. Thence S88°12'41"E, a distance of 259.98 feet;
 2. Thence S01°44'11"W, a distance of 262.34 feet;
 3. Thence N88°13'38"W, a distance of 260.04 feet;
 4. Thence N01°44'59"E, a distance of 262.41 feet to the Point of Beginning.
 The above described tract contains 68,220 sq. ft. (1.57 acres) more or less, subject to any easements, rights-of-way or reservations of record.
Scott S. Clifford
 Scott S. Clifford
 Nebraska Professional Registered
 Land Surveyor No. 647
 Date 2-21-2020



DEVELOPER:
 Jay T. & Susan K. Hancock
 P.O. Box 106 - 38317 Road 714
 McCook, Nebraska 69001

OWNER:
 Jay T. & Susan K. Hancock
 P.O. Box 106 - 38317 Road 714
 McCook, Nebraska 69001

SURVEYOR:
 Miller and Associates Consulting Engineers P.C.
 109 East 2nd Street
 McCook, Nebraska
 308-345-3710

LEGEND

- SET 1/2" REBAR & CAP
- PROPERTY CORNER FOUND (REBAR W/CAP UNLESS NOTED)
- x COMPUTED POINT
- M MEASURED
- R RECORDED
- P PLATTED
- PROPOSED LOT LINE
- - - - - EXISTING LOT LINES
- - - - - BUILDING SETBACK LINE
- - - - - PROPOSED BUILDING/DECK OUTLINE

MA MILLER & ASSOCIATES CONSULTING ENGINEERS P.C.
 109 E. 2ND ST., MCCOOK, NE 69001
 TEL. 308-345-3710, FAX 345-7370
 BOOK: 175M
 200-P146-001
 DECEMBER, 2019

