

# **MCCOOK CITY COUNCIL**

## **REGULAR MEETING**

**Monday, November 1, 2021  
5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Announcements & Recognitions.
2. Presentation.
  - A. Presentation from Kyle McCawley of Lamp Rynearson regarding the pool survey and other pool related items.
3. Consent Agenda.
  - A. Approve the minutes of the October 18, 2021 regular City Council meeting.
  - B. Approve and sign Resolution No. 2021-25 to adopt and set the suggested donation for individuals 60 and over who receive congregate, COVID to go meals and home delivered meals and set the fee for Individuals under 60 who receive meals made at the McCook Heritage Senior Center.
  - C. Approve the resignations of Sharlyn Coleman and Kim Tietz from the McCook Pool Committee and appoint Tasha Blomstedt and Natalie Smith to the McCook Pool Committee.
  - D. Authorize Pinpoint Communications to occupy city right-of-way for the installation of communications cable and vaults in various locations within the area of McCook, commonly referred to the Reservation, and authorize the Mayor to sign the Application to Occupy Right-of-Way.
  - E. Approve the bid specifications for One (1) New 2022 3/4 Ton 4-Wheel Drive Pickup Truck for the Airport Department and set the date to receive bids as November 22, 2021 at 2:30 P.M.
  - F. Receive and file the City of McCook Snow and Ice Control and Removal Operation Procedures and Policies.
  - G. Authorize the use of Community Betterment Funds to cover the rental fees for the Annual Toy Box event to be held at the McCook City Auditorium on December 19, 2021; the days, including set up and clean up, are December 13 through December 20, 2021.

- H. Receive and file the claims for the month of September 2021, published October 21, 2021.
  - I. Ratify the Mayor's appointments to the Building and Housing Code Advisory and Appeals Board - reappoint Steve Walters and Aaron Peterson - terms expire September 2025.
4. Regular Agenda.
- A. Authorize City of McCook staff to distribute the Interlocal Agreement Establishing the Southwest Nebraska Municipal Land Bank to other potential members for their review, comments, and suggestions.
  - B. Direct City of McCook personnel to research the possibility of the future annexation of outlying properties.
  - C. Consider Ordinance No. 2021-3033 repealing Section 133.33 - Tobacco; Possession by Minors Unlawful, of the City of McCook Code of Ordinances to harmonize with state law.
    - 1. Chairperson asks Clerk to read Ordinance No. 2021-3033 by title.
    - 2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
    - 3. Final passage of Ordinance No. 2021-3033.
    - 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
  - D. Approve the McCook Area Chamber of Commerce request to use City facilities for a Christmas Celebration on Saturday, December 4, 2021, including the use of McCook Ben Nelson Regional Airport for the flying in of Santa Claus at 9:00 A.M.; the use of Norris Park (including electricity) beginning at 4:00 P.M. which will include entertainment in the bandshell, snacks and refreshments; the lighting of the park; conducting the Annual Christmas "Light up the Bricks" Parade beginning at 6:00 P.M., including participation by the Fire and Police departments and the closing of the 700 block of Norris Avenue, the 700 block of East First Street, the 100 block of East "G" Street and the 100 block of East "H" Street adjacent to Norris Park for carriage rides.
  - E. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 MCCOOK CITY COUNCIL MEETING**

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**ITEM 2.A.**

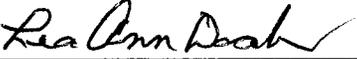
Receive and file a presentation from Kyle McCawley of Lamp Rynearson regarding the pool survey and other pool related items.

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**BACKGROUND:**

Kyle McCawley will be present by electronic means to discuss the results of the pool survey. Other pool matters will be discussed at this meeting, including the next steps necessary for a potential pool project.

**APPROVALS:**

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

October 27, 2021

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

October 27, 2021



CITY OF  
**McCOOK**

**LAMP**  
**RYNEARSON**

# **McCook Aquatics Master Plan Community Feedback Survey**

Monday, October 04, 2021



CITY OF  
**McCOOK**

LAMP  
RYNEARSON

# 2,186

**Total Responses**

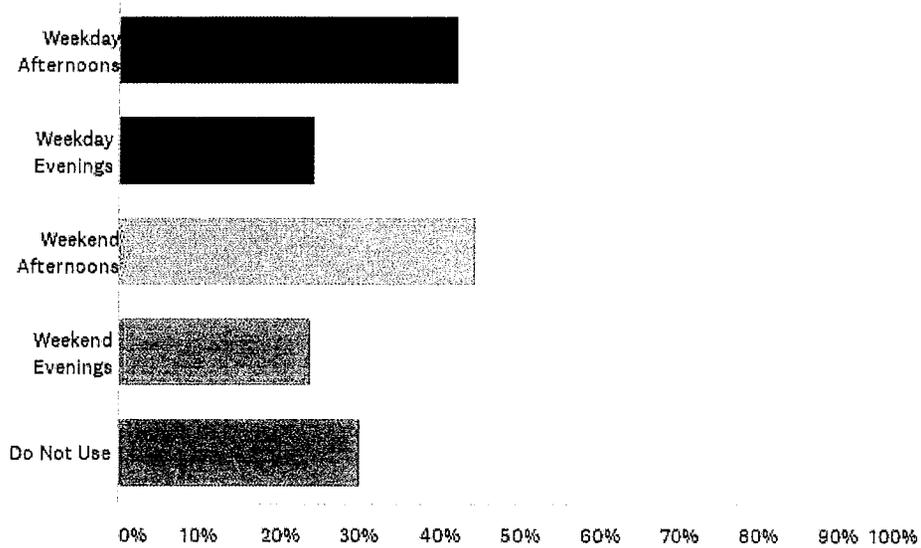
Date Created: Wednesday, July 07, 2021

Complete Responses: 2121

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# Q1: When do you and/or your household frequent the McCook outdoor swimming pool?

Answered: 2,097 Skipped: 24



## Q1: When do you and/or your household frequent the McCook outdoor swimming pool?

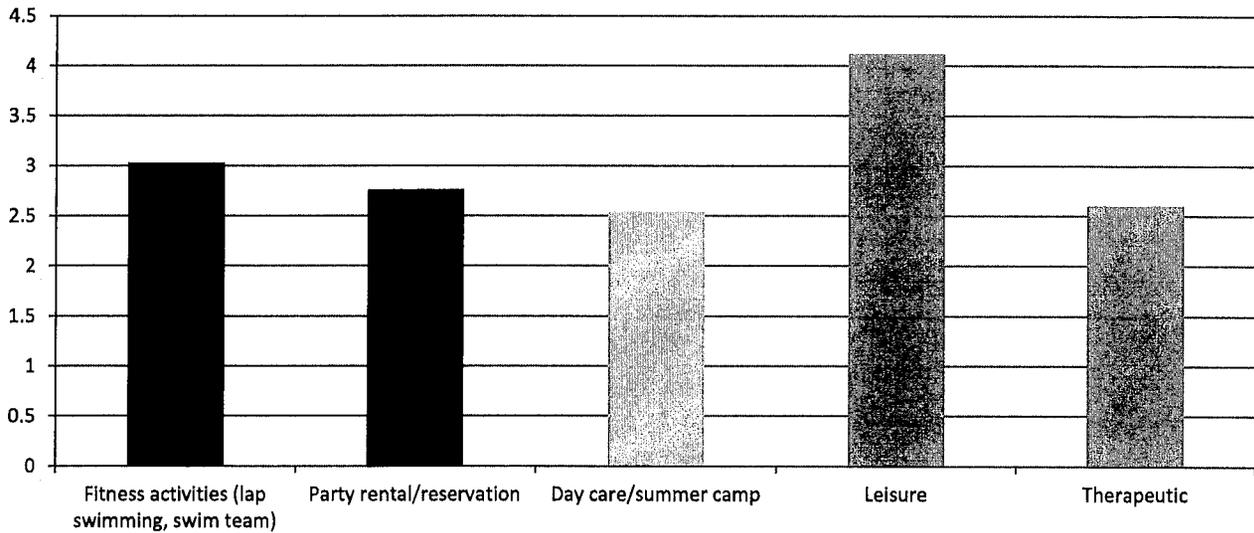
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Answered: 2,097 Skipped: 24

ANSWER CHOICES	RESPONSES	
Weekday Afternoons	42.39%	889
Weekday Evenings	24.56%	515
Weekend Afternoons	44.87%	941
Weekend Evenings	24.08%	505
Do Not Use	30.38%	637
Total Respondents: 2,097		

**Q2: Rank in order of most to least important the reasons you and/or your household visit the McCook outdoor swimming pool.**

Answered: 2,042 Skipped: 79



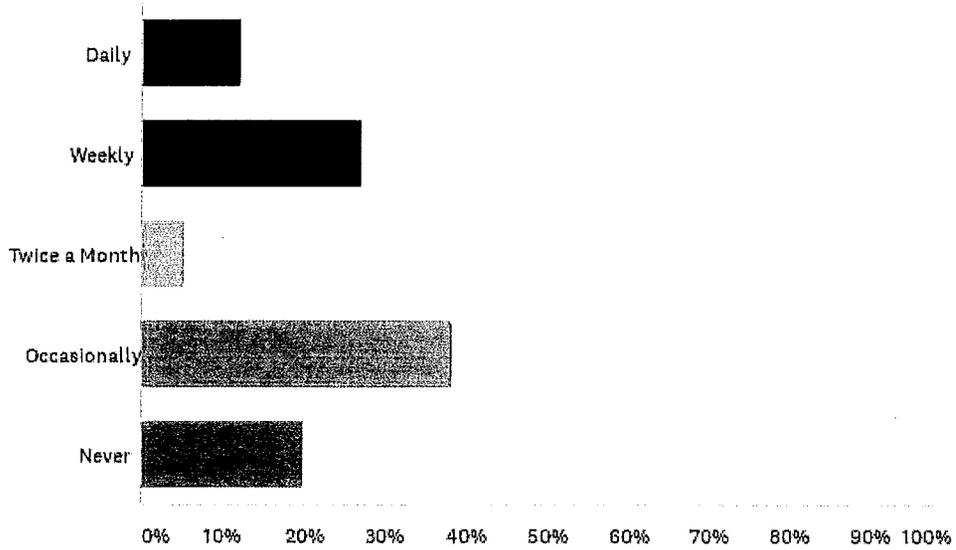
**Q2: Rank in order of most to least important the reasons you and/or your household visit the McCook outdoor swimming pool.**

Answered: 2,042 Skipped: 79

	1	2	3	4	5	TOTAL	SCORE
Fitness activities (lap swimming, swim team)	16.89% 303	24.47% 439	22.46% 403	17.56% 315	18.62% 334	1,794	3.03
Party rental/reservation	8.31% 147	22.62% 400	24.60% 435	26.07% 461	18.38% 325	1,768	2.76
Day care/summer camp	7.15% 126	18.16% 320	22.87% 403	25.31% 446	26.50% 467	1,762	2.54
Leisure 4 times higher than next	63.44% 1,258	12.15% 241	6.86% 136	8.12% 161	9.43% 187	1,983	4.12
Therapeutic	6.13% 111	23.40% 424	22.24% 403	20.92% 379	27.32% 495	1,812	2.60

### Q3: How often do you or members of your family swim at the McCook outdoor swimming pool?

Answered: 2,091 Skipped: 30



### Q3: How often do you or members of your family swim at the McCook outdoor swimming pool?

Answered: 2,091 Skipped: 30

#### ANSWER CHOICES

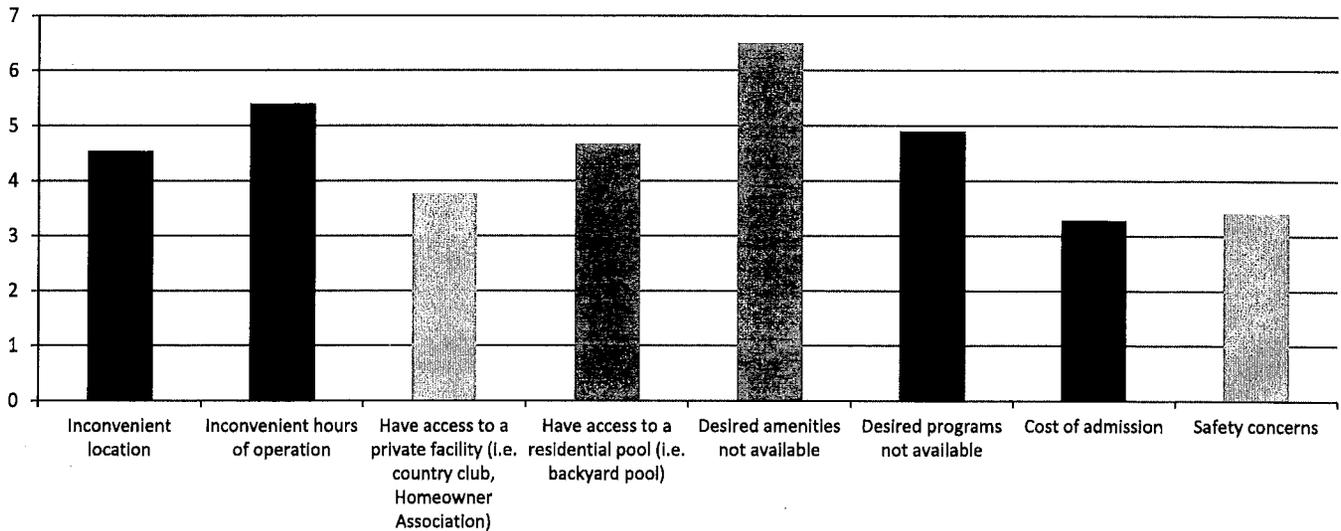
#### RESPONSES

ANSWER CHOICES	RESPONSES	COUNT
Daily	12.29%	257
Weekly	27.21%	569
Twice a Month	5.50%	115
Occasionally	38.40%	803
Never	20.09%	420

Total Respondents: 2,091

**Q4: If you or members of your family refrain from using the McCook outdoor swimming pool, please indicate why (Rank all your reasons, with 1 being your most common reason).**

Answered: 969 Skipped: 1,152



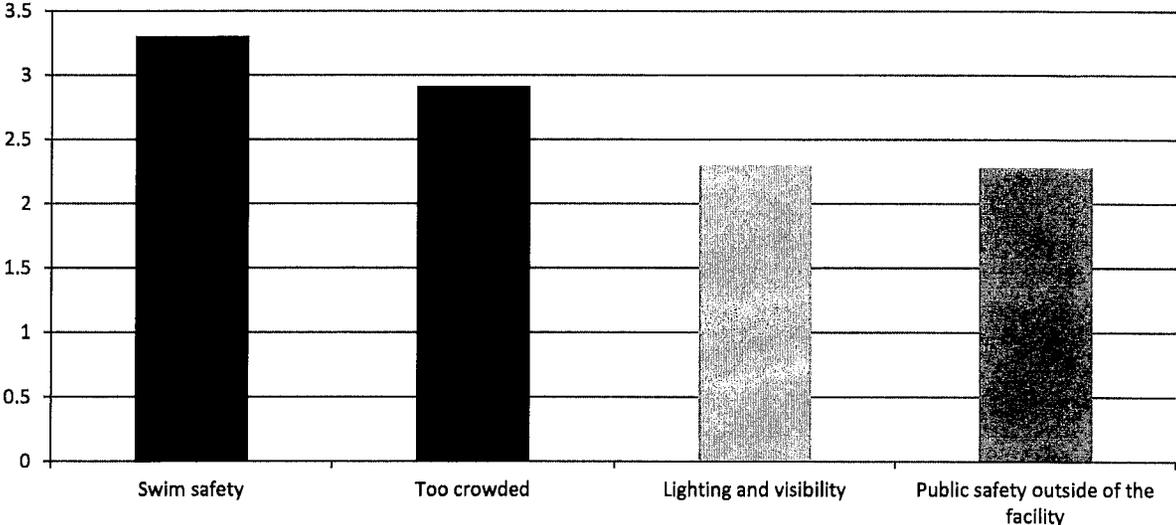
**Q4: If you or members of your family refrain from using the McCook outdoor swimming pool, please indicate why (Rank all your reasons, with 1 being your most common reason).**

Answered: 969 Skipped: 1,152

	1	2	3	4	5	6	7	8	TOTAL	SCORE
Inconvenient location	14.46% 119	12.03% 99	12.15% 100	11.54% 95	11.91% 98	13.85% 114	10.69% 88	13.37% 110	823	4.54
Inconvenient hours of operation	10.33% 88	23.47% 200	19.84% 169	15.14% 129	14.79% 126	8.80% 75	5.52% 47	2.11% 18	852	5.40
Have access to a private facility (i.e. country club, Homeowner Association)	6.42% 53	8.60% 71	13.44% 111	11.99% 99	12.23% 101	7.02% 58	14.16% 117	26.15% 216	826	3.77
Have access to a residential pool (i.e. backyard pool)	15.39% 131	11.28% 96	10.58% 90	17.39% 148	10.69% 91	12.34% 105	11.87% 101	10.46% 89	851	4.67
Desired amenities not available	47.78% 441	15.93% 147	9.64% 89	7.26% 67	10.40% 96	4.66% 43	2.60% 24	1.73% 16	923	6.50
Desired programs not available	5.45% 47	19.61% 169	18.21% 157	14.27% 123	13.92% 120	19.14% 165	6.26% 54	3.13% 27	862	4.90
Cost of admission	4.04% 34	3.57% 30	8.06% 51	9.04% 76	12.96% 109	20.33% 171	32.58% 274	11.41% 96	841	3.28
Safety concerns	4.95% 42	8.14% 69	9.67% 82	11.20% 95	9.67% 82	10.85% 92	14.39% 122	31.13% 264	848	3.42

**Q5: If you or members of your family have safety concerns with the current McCook outdoor swimming pool, please indicate why (Rank all your reasons, with 1 being your most common reason).**

Answered: 876 Skipped: 1,245



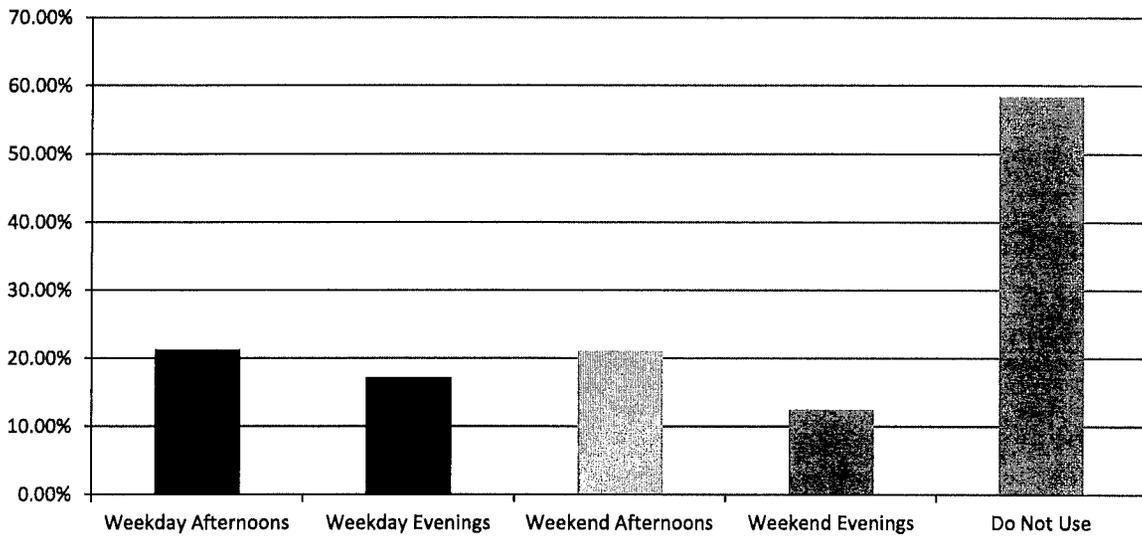
**Q5: If you or members of your family have safety concerns with the current McCook outdoor swimming pool, please indicate why (Rank all your reasons, with 1 being your most common reason).**

Answered: 876 Skipped: 1,245

	1	2	3	4	N/A	TOTAL	SCORE
Swim safety	22.74% 186	14.79% 121	4.89% 40	2.32% 19	55.26% 452	818	3.30
Too crowded	17.52% 144	11.31% 93	7.79% 64	6.93% 57	56.45% 464	822	2.91
Lighting and visibility	5.71% 46	8.81% 71	14.76% 119	8.81% 71	61.91% 499	806	2.30
Public safety outside of the facility	8.39% 69	8.76% 72	8.76% 72	14.36% 118	59.73% 491	822	2.28

## Q6: When do you and/or your household frequent the McCook YMCA indoor swimming pool in the summertime (June - August)?

Answered: 1,811 Skipped: 310



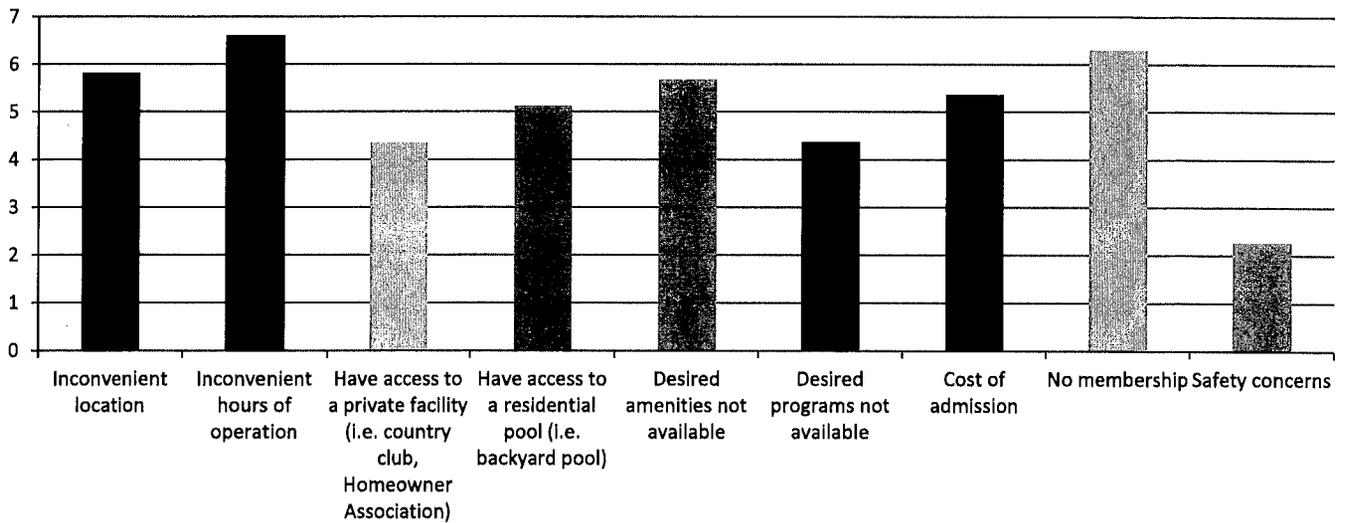
## Q6: When do you and/or your household frequent the McCook YMCA indoor swimming pool in the summertime (June - August)?

Answered: 1,811 Skipped: 310

ANSWER CHOICES	RESPONSES	
Weekday Afternoons	21.26%	385
Weekday Evenings	17.17%	311
Weekend Afternoons	21.09%	382
Weekend Evenings	12.48%	226
Do Not Use	58.37%	1,057
Total Respondents: 1,811		

**Q7: Please indicate why you or members of your family do not use the McCook YMCA indoor swimming pool in the summertime (rank all your reasons, with 1 being your most common reason).**

Answered: 933 Skipped: 1,188



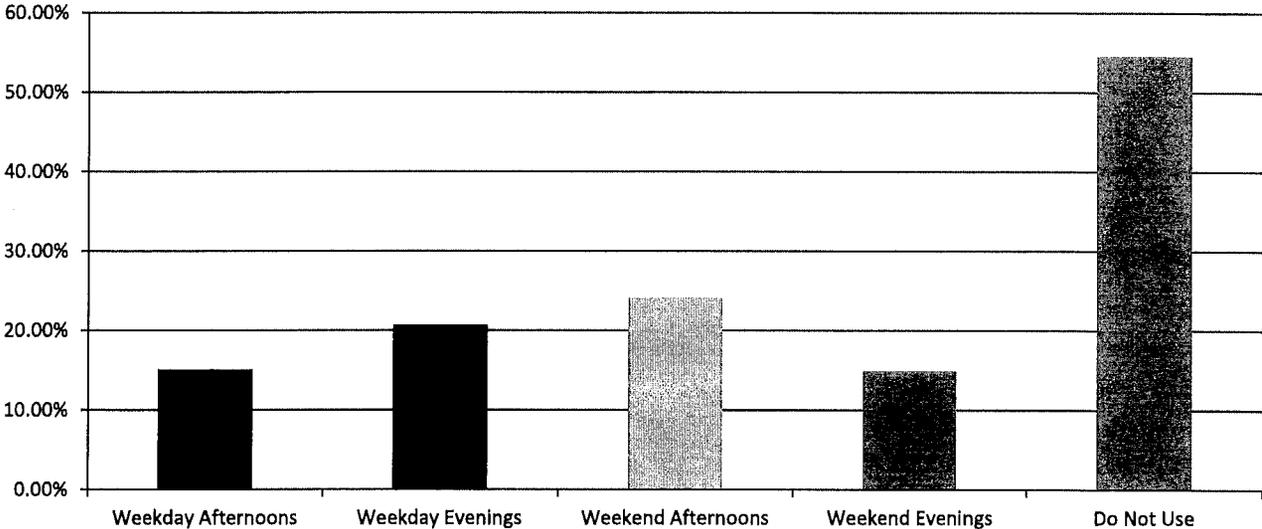
**Q7: Please indicate why you or members of your family do not use the McCook YMCA indoor swimming pool in the summertime (rank all your reasons, with 1 being your most common reason).**

Answered: 933 Skipped: 1,188

	1	2	3	4	5	6	7	8	9	TOTAL	SCORE
Inconvenient location	15.67% 118	17.13% 129	15.54% 117	8.90% 67	9.56% 72	11.42% 86	9.03% 68	8.50% 64	4.25% 32	753	5.82
Inconvenient hours of operation	15.14% 119	20.74% 163	24.81% 195	15.39% 121	9.16% 72	7.25% 57	4.93% 34	1.91% 15	1.27% 10	786	6.61
Have access to a private facility (i.e. country club, Homeowner Association)	4.08% 31	7.64% 59	14.49% 110	12.12% 92	11.46% 87	7.77% 59	9.62% 73	13.70% 104	19.10% 145	759	4.36
Have access to a residential pool (i.e. backyard pool)	10.89% 86	6.84% 54	9.49% 75	21.27% 168	13.42% 106	11.01% 87	7.85% 62	11.39% 90	7.85% 62	790	5.12
Desired amenities not available	10.40% 84	9.28% 75	12.25% 99	16.46% 133	24.89% 201	15.22% 123	8.29% 67	2.60% 21	0.62% 5	806	5.68
Desired programs not available	1.53% 12	4.97% 39	6.88% 54	10.19% 80	16.43% 129	28.03% 220	19.11% 150	10.06% 79	2.80% 22	785	4.37
Cost of admission	12.85% 105	19.34% 158	8.20% 67	8.20% 67	5.51% 45	9.30% 76	23.62% 193	10.89% 89	2.08% 17	817	5.36
No membership	39.59% 348	16.04% 141	6.94% 61	3.19% 28	3.30% 29	1.48% 13	3.87% 34	18.77% 165	6.83% 60	879	6.31
Safety concerns	2.07% 16	1.03% 8	2.45% 19	3.62% 28	4.01% 31	6.20% 48	10.08% 78	15.25% 118	55.30% 428	774	2.27

**Q8: When do you and/or your household frequent the McCook YMCA indoor swimming pool outside of summertime (September - May)?**

Answered: 1,672 Skipped: 449



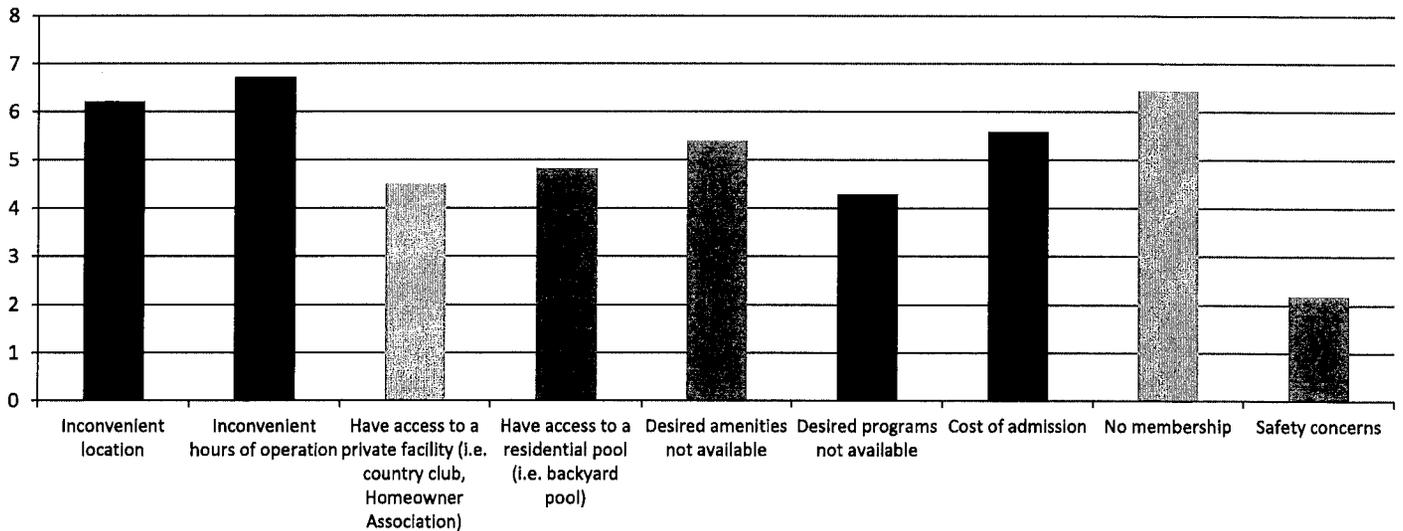
## Q8: When do you and/or your household frequent the McCook YMCA indoor swimming pool outside of summertime (September - May)?

Answered: 1,672 Skipped: 449

ANSWER CHOICES	RESPONSES	
Weekday Afternoons	15.07%	252
Weekday Evenings	20.69%	346
Weekend Afternoons	24.16%	404
Weekend Evenings	14.89%	249
Do Not Use	54.55%	912
Total Respondents: 1,672		

**Q9: Please indicate why you or members of your family do not use the McCook YMCA indoor swimming pool outside of summertime (rank all your reasons, with 1 being your most common reason).**

Answered: 778 Skipped: 1,343



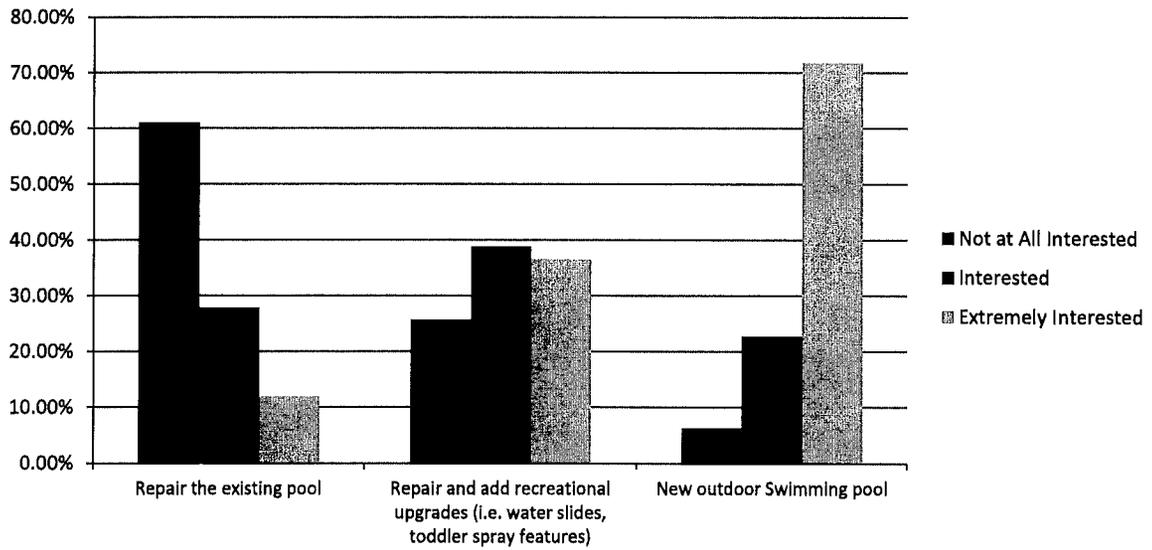
**Q9: Please indicate why you or members of your family do not use the McCook YMCA indoor swimming pool outside of summertime (rank all your reasons, with 1 being your most common reason).**

Answered: 778 Skipped: 1,343

	1	2	3	4	5	6	7	8	9	TOTAL	SCORE
Inconvenient location	21.52% 130	17.55% 106	18.56% 100	9.77% 59	7.62% 46	8.28% 50	7.78% 47	8.95% 42	3.97% 24	604	6.21
Inconvenient hours of operation	13.82% 85	24.72% 152	22.76% 140	16.91% 104	10.73% 66	5.53% 34	2.93% 18	2.11% 13	0.49% 3	616	6.72
Have access to a private facility (i.e. country club, Homeowner Association)	2.81% 17	5.94% 38	18.48% 112	15.18% 92	9.41% 57	8.58% 52	10.89% 66	13.70% 83	15.02% 91	806	4.50
Have access to a residential pool (i.e. backyard pool)	6.10% 38	3.85% 24	11.40% 71	21.99% 137	14.93% 93	12.20% 76	9.95% 62	11.72% 73	7.87% 49	623	4.82
Desired amenities not available	8.21% 52	6.48% 41	10.11% 64	15.32% 97	30.33% 192	16.75% 106	7.90% 50	3.48% 22	1.42% 9	633	5.39
Desired programs not available	1.92% 12	4.00% 25	6.72% 42	9.44% 59	13.80% 85	31.52% 197	18.72% 117	11.84% 74	2.24% 14	625	4.29
Cost of admission	14.42% 95	23.52% 155	8.35% 55	5.77% 38	5.01% 33	7.59% 50	23.52% 155	10.17% 67	1.67% 11	659	5.59
No membership	43.72% 327	16.58% 124	4.41% 33	2.41% 18	1.74% 13	2.01% 15	3.48% 26	20.19% 151	5.48% 41	748	6.44
Safety concerns	1.95% 12	0.97% 6	3.25% 20	3.08% 19	4.22% 26	4.38% 27	9.58% 59	11.53% 71	61.04% 376	616	2.18

# Q11: Rate your interest in each option for the current McCook outdoor swimming pool.

Answered: 1,467 Skipped: 654



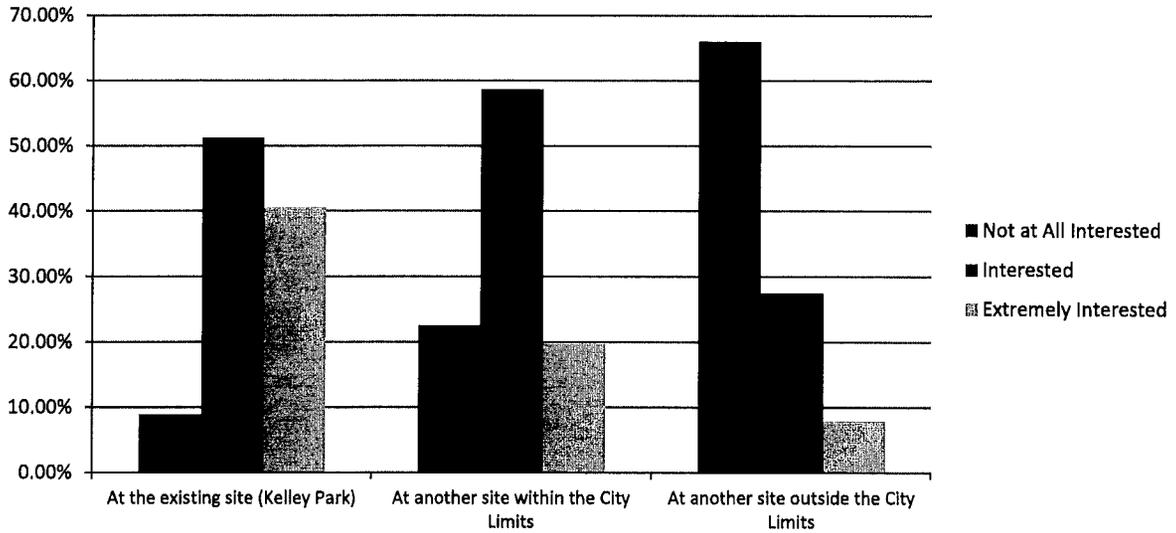
## Q11: Rate your interest in each option for the current McCook outdoor swimming pool.

Answered: 1,467 Skipped: 654

	NOT AT ALL INTERESTED	INTERESTED	EXTREMELY INTERESTED	TOTAL RESPONDENTS
Repair the existing pool	61.08% 860	27.84% 392	11.86% 167	1,408
Repair and add recreational upgrades (i.e. water slides, toddler spray features)	25.64% 369	38.78% 558	36.55% 526	1,439
New outdoor Swimming pool	6.25% 91	22.68% 330	71.75% 1,044	1,455

## Q12: Rate your interest in each option for the location of the current McCook outdoor swimming pool.

Answered: 1,463 Skipped: 658



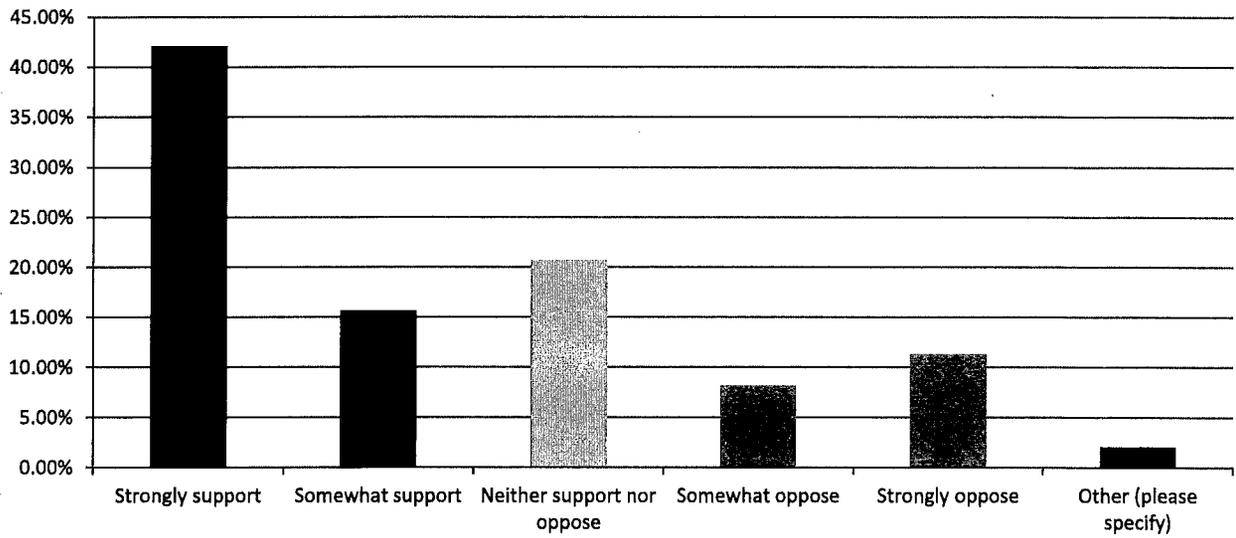
**Q12: Rate your interest in each option for the location of the current McCook outdoor swimming pool.**

Answered: 1,463 Skipped: 658

	NOT AT ALL INTERESTED	INTERESTED	EXTREMELY INTERESTED	TOTAL RESPONDENTS
At the existing site (Kelley Park)	8.85% 128	51.24% 741	40.59% 587	1,446
At another site within the City Limits	22.48% 321	58.61% 837	19.75% 282	1,428
At another site outside the City Limits	65.94% 939	27.46% 391	7.87% 112	1,424

### Q13: How much do you support or oppose the current McCook outdoor swimming pool?

Answered: 1,467 Skipped: 654



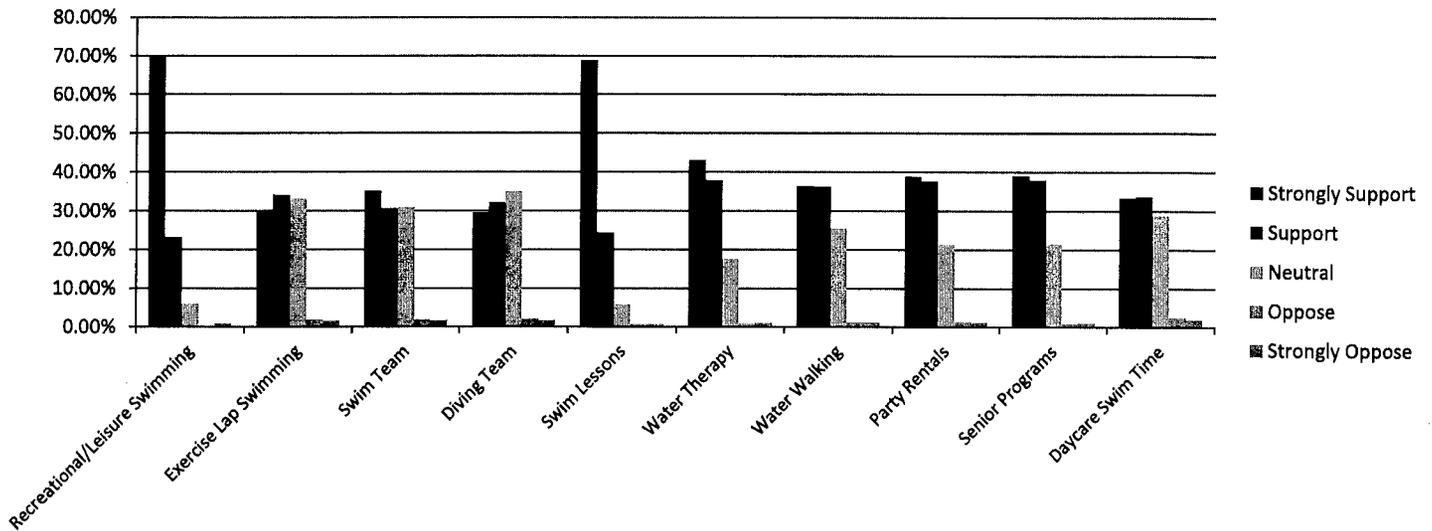
### Q13: How much do you support or oppose the current McCook outdoor swimming pool?

Answered: 1,467 Skipped: 654

<b>ANSWER CHOICES</b>	<b>RESPONSES</b>	
Strongly support	42.06%	617
Somewhat support	15.68%	230
Neither support nor oppose	20.72%	304
Somewhat oppose	8.18%	120
Strongly oppose	11.32%	166
Other (please specify)	2.04%	30
<b>TOTAL</b>		<b>1,467</b>

## Q14: Provide your household's support of the following Aquatic Programs.

Answered: 1,465 Skipped: 656



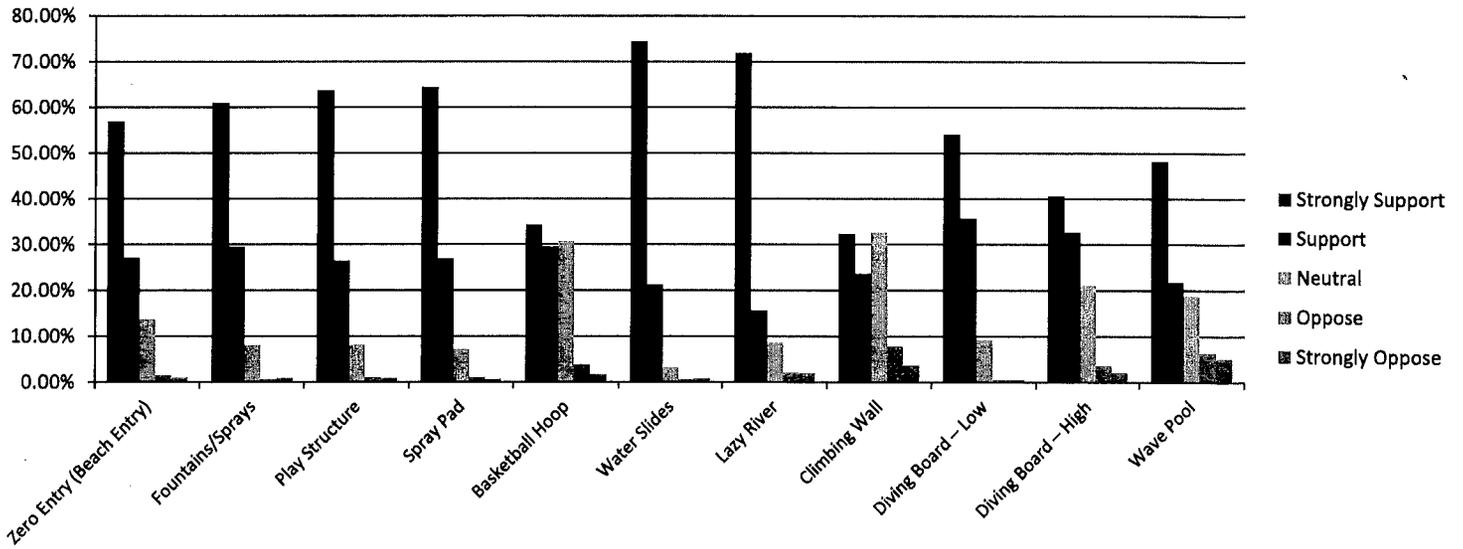
## Q14: Provide your household's support of the following Aquatic Programs.

Answered: 1,465 Skipped: 656

		STRONGLY SUPPORT	SUPPORT	NEUTRAL	OPPOSE	STRONGLY OPPOSE	TOTAL
1	Recreational/Leisure Swimming	70.03% 1,021	23.05% 336	5.90% 86	0.21% 3	0.82% 12	1,458
	Exercise Lap Swimming	29.68% 430	34.02% 493	32.99% 478	1.86% 27	1.45% 21	1,449
	Swim Team	34.94% 506	30.66% 444	31.01% 449	1.80% 26	1.59% 23	1,448
	Diving Team	29.49% 427	32.04% 464	34.88% 505	2.00% 29	1.59% 23	1,448
2	Swim Lessons	68.78% 1,000	24.28% 353	5.71% 83	0.62% 9	0.62% 9	1,454
	Water Therapy	43.00% 624	37.77% 548	17.51% 254	0.76% 11	0.96% 14	1,451
3	Water Walking	36.30% 526	36.09% 523	25.47% 369	1.04% 15	1.10% 16	1,449
	Party Rentals	38.84% 562	37.53% 543	21.29% 308	1.24% 18	1.11% 16	1,447
4	Senior Programs	38.98% 564	37.87% 548	21.49% 311	0.76% 11	0.90% 13	1,447
	Daycare Swim Time	33.29% 480	33.63% 485	28.85% 416	2.43% 35	1.80% 26	1,442

## Q17: Provide your household's support of the following Aquatic Amenities/Features.

Answered: 1,460 Skipped: 661



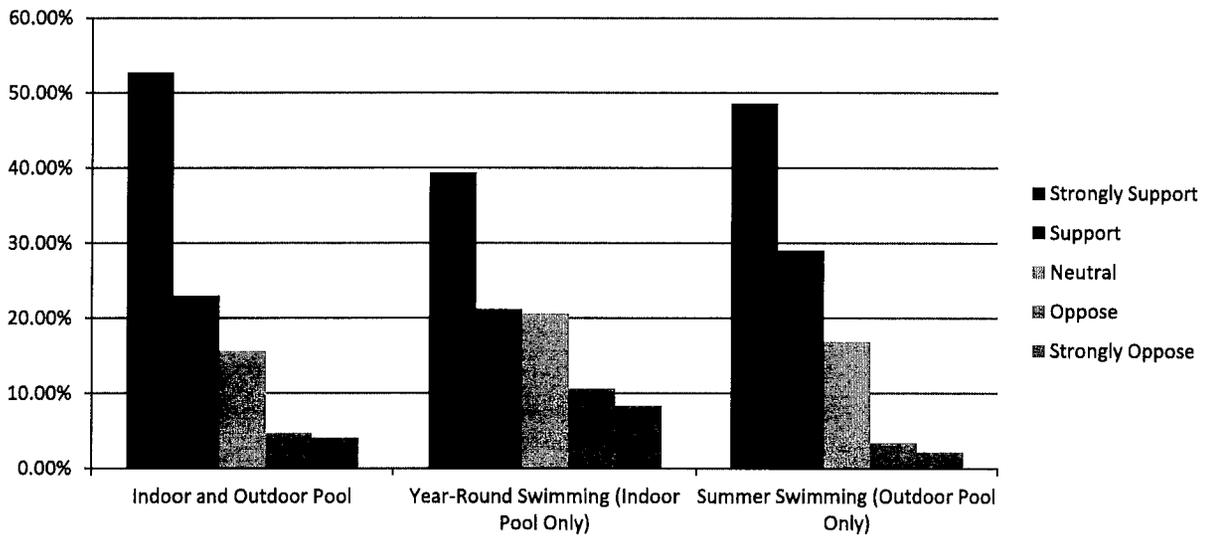
## Q17: Provide your household's support of the following Aquatic Amenities/Features.

Answered: 1,460 Skipped: 661

		STRONGLY SUPPORT	SUPPORT	NEUTRAL	OPPOSE	STRONGLY OPPOSE	TOTAL
	Zero Entry (Beach Entry)	56.91% 824	27.07% 392	13.60% 197	1.45% 21	0.97% 14	1,448
5	Fountains/Sprays	61.03% 885	29.52% 428	8.00% 116	0.62% 9	0.83% 12	1,450
4	Play Structure	63.68% 924	26.40% 383	7.99% 116	1.03% 15	0.90% 13	1,451
3	Spray Pad	64.41% 932	26.81% 388	7.12% 103	1.04% 15	0.62% 9	1,447
	Basketball Hoop	34.30% 495	29.52% 426	30.70% 443	3.81% 55	1.66% 24	1,448
1	Water Slides	74.28% 1,080	21.18% 308	3.16% 46	0.62% 9	0.76% 11	1,454
2	Lazy River	71.82% 1,040	15.61% 226	8.56% 124	2.07% 30	1.93% 28	1,448
	Climbing Wall	32.38% 466	23.63% 340	32.59% 469	7.78% 112	3.61% 52	1,439
	Diving Board – Low	53.99% 784	35.74% 519	9.16% 133	0.55% 8	0.55% 8	1,452
	Diving Board – High	40.53% 586	32.64% 472	21.09% 305	3.67% 53	2.07% 30	1,446
	Wave Pool	48.10% 696	21.70% 314	18.73% 271	6.36% 92	5.11% 74	1,447

## Q18: Provide your household's support for the following:

Answered: 1,461 Skipped: 660



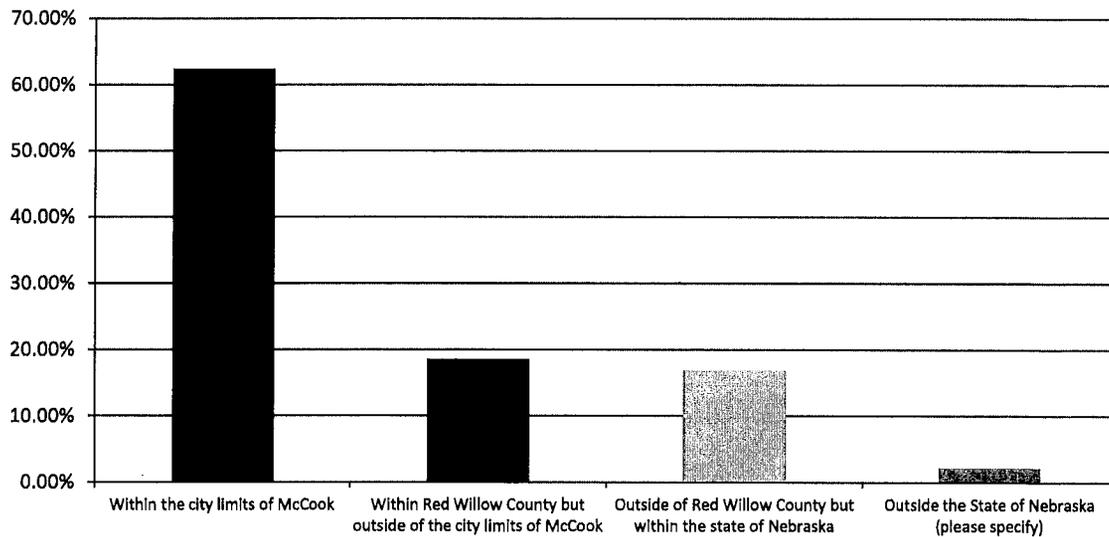
## Q18: Provide your household's support for the following:

Answered: 1,461 Skipped: 660

	STRONGLY SUPPORT	SUPPORT	NEUTRAL	OPPOSE	STRONGLY OPPOSE	TOTAL
Indoor and Outdoor Pool	52.69% 764	22.97% 333	15.59% 226	4.69% 68	4.07% 59	1,450
Year-Round Swimming (Indoor Pool Only)	39.32% 565	21.16% 304	20.60% 296	10.58% 152	8.35% 120	1,437
Summer Swimming (Outdoor Pool Only)	48.58% 701	29.04% 419	16.84% 243	3.40% 49	2.15% 31	1,443

## Q20: Where do you reside?

Answered: 1,464 Skipped: 657



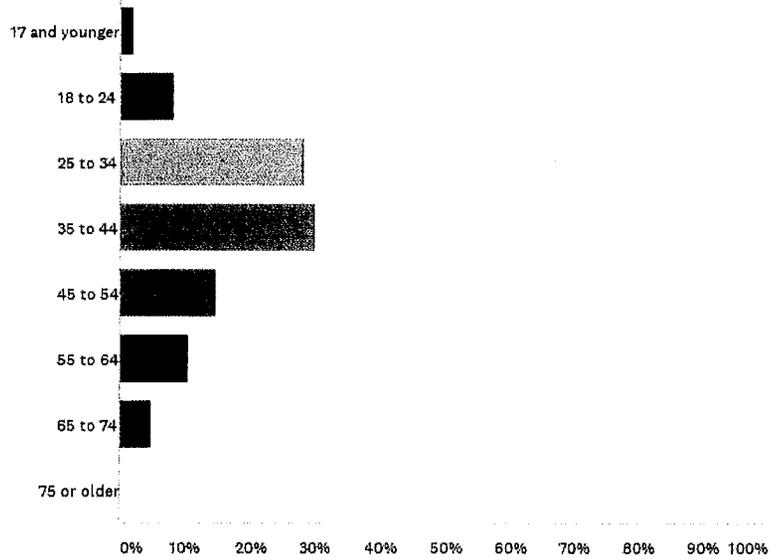
## Q20: Where do you reside?

Answered: 1,464 Skipped: 657

<b>ANSWER CHOICES</b>	<b>RESPONSES</b>	
Within the city limits of McCook	62.36%	913
Within Red Willow County but outside of the city limits of McCook	18.58%	272
Outside of Red Willow County but within the state of Nebraska	16.87%	247
Outside the State of Nebraska (please specify)	2.19%	32
<b>TOTAL</b>		<b>1,464</b>

## Q21: What is your age?

Answered: 1,465 Skipped: 656



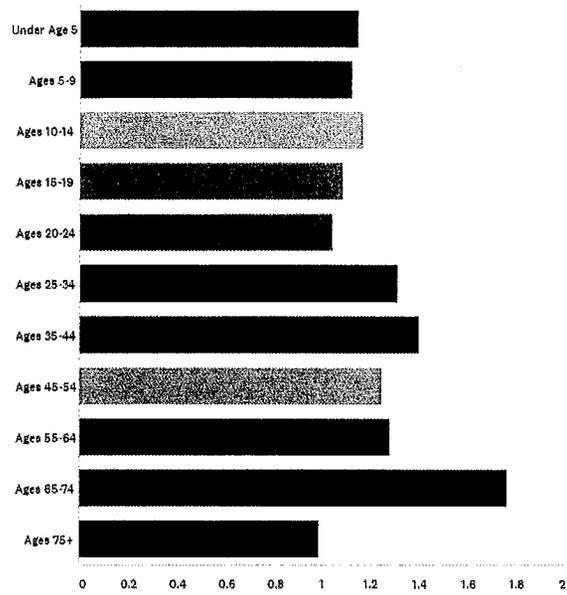
## Q21: What is your age?

Answered: 1,465 Skipped: 656

ANSWER CHOICES	RESPONSES	
17 and younger	2.05%	30
18 to 24	8.46%	124
→ 25 to 34	28.53%	418
→ 35 to 44	30.10%	441
45 to 54	14.95%	219
55 to 64	10.65%	156
65 to 74	4.98%	73
75 or older	0.27%	4
TOTAL		1,465

## Q22: Including yourself, how many people in your household are:

Answered: 1,430 Skipped: 691



## Q22: Including yourself, how many people in your household are:

Answered: 1,430 Skipped: 691

ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
Under Age 5	1	774	674
Ages 5-9	1	708	629
Ages 10-14	1	725	622
Ages 15-19	1	504	465
Ages 20-24	1	343	329
Ages 25-34	1	752	575
Ages 35-44	1	874	626
Ages 45-54	1	491	394
Ages 55-64	1	400	312
Ages 65-74	2	410	233
Ages 75+	1	158	160
Total Respondents: 1,430			

**CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 CITY COUNCIL MEETING**

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**ITEM:        3.A.**

Approve the minutes of the October 18, 2021 regular City Council meeting.

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**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

October 28, 2021

McCook City Council  
October 18, 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.

Absent: Councilmember Rambali.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 14, 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.**

City Manager Schneider informed the Council that a meeting of the Pool Committee will be held tomorrow, Tuesday, October 19, at noon in the City Council Chambers.

**2. Public Hearings.**

- 2.A. Public Hearing - regarding the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook, said property legally described as Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska (ie. Red Willow County, Nebraska Parcel ID's 001295200 and 001295300) and land located in Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 000289901, 000289904, and 000289905).

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment regarding the review and consideration of the addition of certain property to

Redevelopment Area #3 for the City of McCook, said property legally described as Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska (ie. Red Willow County, Nebraska Parcel ID's 001295200 and 001295300) and land located in Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 000289901, 000289904, and 000289905), with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

The City Attorney offered and received into evidence Exhibit #1 - City Manager's Report prepared for the October 18, 2021 City Council meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 pages); Exhibit #3 - copies of notices mailed certified to the required government entities (16 pages); Exhibit #4 - Amendment to Redevelopment Area #3 of the City of McCook, Nebraska (12 pages); Exhibit #5 - New Redevelopment Area Map indicating Additional Land 1 and 2; Exhibit #6 - minutes of the October 11, 2021 Planning Commission meeting (4 pages). Took comment from city staff before opening up to public.

City Manager Schneider reviewed the information presented in Exhibit #1. The McCook Economic Development Corporation (MEDC) owns two parcels of property that are adjacent to Redevelopment Area #3. Mr. Schneider indicated on a site map the locations of the two parcels. The first is adjacent to East 11<sup>th</sup> Street, just south and west of the Kelley Creek Apartments and the second is located adjacent to West 7<sup>th</sup> Street on the east side of the Clary Subdivision.

Andy Long, MEDC Director was present to address questions from the Council regarding the proposed amendment to Redevelopment Area #3.

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

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

2.B. Public Hearing - Regarding the implementation of a Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment regarding the implementation of a Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

The City Attorney offered and received into evidence Exhibit #1 - City Manager's Report prepared for the October 18, 2021 City Council meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 pages); Exhibit #3 - copies of the notices mailed certified to the required governmental entities

(16 pages); Exhibit #4 - Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook (17 pages); and Exhibit #5 - minutes of the October 11, 2021 Planning Commission meeting. Took comment from city staff before opening up to public comment.

City Manager Schneider reviewed the information presented in Exhibit #1; the TIF Eligible Costs, the Cost Benefit Analysis, and the required statutory elements.

Andy Long, MEDC Director was present to address questions from the Council regarding the proposed amendment to the Redevelopment Plan for the North Pointe Redevelopment Project.

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

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

2.C. Public Hearing - Regarding the implementation of an Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment regarding the implementation of an Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

The City Attorney offered and received into evidence Exhibit #1 - City Manager's Report prepared for the October 18, 2021 City Council meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 pages); Exhibit #3 - copies of the notices mailed certified to the required governmental entities (16 pages); Exhibit #4 - Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska (14 pages); and Exhibit #5 - minutes of the October 11, 2021 Planning Commission meeting (4 pages). Took comment from city staff before opening up to public comment.

City Manager Schneider reviewed the information presented in Exhibit #1; the TIF Eligible Costs, the Cost Benefit Analysis, and the required statutory elements.

Andy Long, MEDC Director was present to address questions from the Council regarding the proposed amendment to the Quillan Court Redevelopment Plan.

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

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

3. Amendments to the Redevelopment Area #3, North Pointe Redevelopment Plan, and Quillan

Courts Redevelopment Plan.

- 3.A. Meeting of the Community Development Agency - recess as City Council and convene meeting.

Motion to recess as a City Council and to convene as the McCook Community Development Agency for consideration of CDA Agenda at 6:08 P.M. This motion, made by Calvin and seconded by Weedon, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

A meeting of the Mayor and City Council of the City of McCook, Nebraska, acting as the governing body of the Community Development Agency of the City of McCook, Nebraska was convened in open and public session at 6:08 o'clock P.M. on October 18, 2021, at the McCook Municipal Center in McCook, Nebraska. Agency Members present were: Gonzales, Calvin, Weedon, Muehlenkamp. Absent: Rambali. Notice of the meeting was given in advance thereof by publication, one of the City's designated methods for giving notice, a copy of the proof of publication being attached to these minutes. Advanced notice of the meeting was given to each member of the Agency and a copy of their acknowledgment of receipt of notice and the agenda is attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and all members of the Council. Mayor Gonzales presided and City Clerk Doak recorded the proceedings. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was posted at the entrance to the Council Chambers and available for public review.

- 3.A.3. Adopt Resolution No. CDA 2021-03 recommending approval of an amendment to Redevelopment Area #3 for the City of McCook, Nebraska, to the City Council of the City of McCook, Nebraska to add additional property to the Redevelopment Area.

Motion to adopt Resolution No. CDA 2021-03 recommending approval of an amendment to Redevelopment Area #3 for the City of McCook, Nebraska, to the City Council of the City of McCook, Nebraska to add additional property to the Redevelopment Area. This motion, made by Calvin and seconded by Weedon, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

- 3.A.4. Adopt Resolution No. CDA 2021-04 recommending approval of a Redevelopment Plan for the North Pointe Redevelopment Project to the McCook City Council and adopt a Cost Benefit Analysis for the Redevelopment Project in the Redevelopment Plan.

Motion to adopt Resolution No. CDA 2021-04 recommending approval of a Redevelopment Plan for the North Pointe Redevelopment Project to the McCook City Council and adopt a Cost Benefit Analysis for the Redevelopment Project in the Redevelopment Plan. This motion, made by Calvin

and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

3.A.5. Adopt Resolution No. CDA 2021-05 recommending approval of an Amendment to the Quillan Court Redevelopment Plan to the McCook City Council and adopt a cost benefit analysis for the Redevelopment Project in the Redevelopment Plan Amendment.

Motion to adopt Resolution No. CDA 2021-05 recommending approval of an Amendment to the Quillan Court Redevelopment Plan to the McCook City Council and adopt a cost benefit analysis for the Redevelopment Project in the Redevelopment Plan Amendment. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

Motion to recess as the McCook Community Development Agency and reconvene as the McCook City Council. This motion, made by Weedin and seconded by Calvin, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

3.B. Adopt Resolution No. 2021-21 approving an amendment to Redevelopment Area #3 for the City of McCook, Nebraska, adding additional property to Redevelopment Area #3.

Motion to adopt Resolution No. 2021-21 approving an amendment to Redevelopment Area #3 for the City of McCook, Nebraska, adding additional property to Redevelopment Area #3. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

3.C. Adopt Resolution No. 2021-22 approving a Redevelopment Plan for the North Pointe Redevelopment Project.

Motion to adopt Resolution No. 2021-22 approving a Redevelopment Plan for the North Pointe Redevelopment Project. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

3.D. Adopt Resolution No. 2021-23 approving an amendment to the Quillan Court Redevelopment Plan - MEDC Infill Housing Project.

Motion to adopt Resolution No. 2021-23 approving an amendment to the Quillan Court Redevelopment Plan - MEDC Infill Housing Project. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

I move to recess as a City Council and to convene as the McCook Community Development Agency for consideration of CDA agenda item. This motion, made by Weedin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

3.E. Adopt Resolution No. CDA 2021-06 approving the Redevelopment Agreement between the City of McCook/CDA and McCook Economic Development Corporation.

Motion to adopt Resolution No. CDA 2021-06 approving the Redevelopment Agreement between the City of McCook/CDA and McCook Economic Development Corporation. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

Motion to adjourn the meeting of the McCook Community Development Agency at 6:17 P.M. and to reconvene as the McCook City Council. This motion, made by Weedin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

3.F. Adopt Resolution No. 2021-24 approving the Redevelopment Agreement between the City of McCook/CDA and the McCook Economic Development Corporation for the MEDC Infill Housing Project.

Motion to adopt Resolution No. 2021-24 approving the Redevelopment Agreement between the City of McCook/CDA and the McCook Economic Development Corporation for the MEDC Infill Housing Project. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

#### **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: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

4.A. Approve the minutes of the October 4, 2021 regular City Council meeting.

4.B. Receive and file the minutes of the October 11, 2021 Planning Commission meeting.

#### **5. Regular Agenda.**

5.A. Approve the applications for a Special Designated Liquor License submitted by Ambriz

Ventures, LLC, Liquor License #CK-124450, for the Nebraska Community Foundation Annual meeting at the Graff Building, 416 Norris Avenue; Acme Printing Company, 210 Norris Avenue; the Keystone Business Center - 6th Floor, 402 Norris Avenue; the Keystone Business Center - 2nd Floor, 402 Norris Avenue; and the Morrison Building - 2nd Floor, 303 Norris Avenue; on November 18, 2021 from 3:00 P.M. to 11:00 P.M.

Andrew Ambriz was present to address his request for five SDL's. The Nebraska Community Foundation will be hosting their annual meeting in McCook. Because of COVID concerns with having an indoor banquet, they have planned a "Night on the Bricks" with a progressive dinner at eight different locations on Norris Avenue. About 250 people are expected, which will be divided into smaller groups that will spend about 20 to 30 minutes at each location. Liquor will only be served at five of the locations.

Motion to approve the applications for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for the Nebraska Community Foundation Annual meeting at the Graff Building, 416 Norris Avenue; Acme Printing Company, 210 Norris Avenue; the Keystone Business Center - 6th Floor, 402 Norris Avenue; the Keystone Business Center - 2nd Floor, 402 Norris Avenue; and the Morrison Building - 2nd Floor, 303 Norris Avenue; on November 18, 2021 from 3:00 P.M. to 11:00 P.M. This motion, made by Weedin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

5.B. Receive and file a presentation from City Attorney, Nathaniel Mustion, regarding the creation of a land bank, specifically reviewing a proposed Interlocal Agreement Establishing the Southwest Nebraska Municipal Land Bank.

City Attorney Mustion review the proposed Interlocal Agreement with the Council and requested that it be brought back to the November 1 meeting to authorize the dissemination of the agreement to potential land bank partners for their review, comments, and suggestions.

5.C. Consider Ordinance No. 2021-3028 amending Section 33.03 of the City of McCook Code of Ordinances relating to Proposed Budget Statements, revising hearing procedures, and to harmonize with state law.

Mayor Gonzales introduced Ordinance No. 2021-3028 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTION 33.03 OF THE CITY OF MCCOOK CODE OF ORDINANCES; RELATING TO PROPOSED BUDGET STATEMENTS; TO REVISE HEARING PROCEDURES; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

Ordinance No. 2021-3028 has been introduced, read by title, and I move that the statutory rule

requiring reading on three different days be suspended, motion to suspend the rule must be adopted by three-fourths of the Council. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

Motion for final passage of Ordinance No. 2021-3028. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

Mayor Gonzales stated for the record that Ordinance No. 2021-3028 is declared lawfully passed and adopted upon publication as required by law.

5.D. Consider Ordinance No. 2021-3029 amending Section 50.02 of the City of McCook Code of Ordinances relating to the discontinuance of City of McCook Utility Service, and to harmonize with state law.

Mayor Gonzales introduced Ordinance No. 2021-3029 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTION 50.02 OF THE CITY OF MCCOOK CODE OF ORDINANCES; RELATING TO THE DISCONTINUANCE OF UTILITY SERVICE OF THE CITY; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

5.D.2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.

Ordinance No. 2021-3029 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended, motion to suspend the rule must be adopted by three-fourths of the Council. This motion, made by Weedon and seconded by Calvin, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

Motion for final passage of Ordinance No. 2021-3029. This motion, made by Weedon and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

Mayor Gonzales stated for the record that Ordinance No. 2021-3029 is declared lawfully passed and adopted upon publication as required by law.

5.E. Consider Ordinance No. 2021-3030 repealing Section 111.02 of the City of McCook Code of Ordinances, relating to Liquor License Application Procedures; to harmonize with state

law.

Mayor Gonzales introduced Ordinance No. 2021-3030 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING SECTION 111.02 - LIQUOR LICENSE APPLICATION PROCEDURE; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

Ordinance No. 2021-3030 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended, motion to suspend the rule must be adopted by three-fourths of the Council. This motion, made by Muehlenkamp and seconded by Weedon, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

Motion for final passage of Ordinance No. 2021-3030. This motion, made by Weedon and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

Mayor Gonzales stated for the record that Ordinance No. 2021-3030 is declared lawfully passed and adopted upon publication as required by law.

5.F. Consider Ordinance No. 2021-3031 amending Section 31.16 of the City of McCook Code of Ordinances, relating to public meetings and publicized notice of meetings, to harmonize with state law.

Mayor Gonzales introduced Ordinance No. 2021-3031 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTION 31.16 OF THE CITY OF MCCOOK CODE OF ORDINANCES; RELATING TO PUBLIC MEETINGS AND PUBLICIZED NOTICE OF MEETINGS OF A PUBLIC BODY; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

Ordinance No. 2021-3031 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended, motion to suspend the rule must be adopted by three-fourths of the Council. This motion, made by Muehlenkamp and seconded by Weedon, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

Motion for final passage of Ordinance No. 2021-3031. This motion, made by Weedin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: ABSENT  
YEA: 4, NAY: 0, ABSENT: 1

Mayor Gonzales stated for the record that Ordinance No. 2021-3031 is declared lawfully passed and adopted upon publication as required by law.

5.G. Council Comments.

Councilmember Calvin inquired if the Engine Braking signs are installed.

**Adjournment.**

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:47 P.M.

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Michael D. Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 CITY COUNCIL MEETING

---

Item:

**3.B.**

RECOMMENDATION:

Approve and sign Resolution No. 2021-25 to adopt and set the suggested donation for individuals 60 and over who receive congregate, COVID to go meals and home delivered meals and set the fee for Individuals under 60 who receive meals made at the McCook Heritage Senior Center.

BACKGROUND:

The suggested donation for congregate, home delivered meals, the recently added COVID to go meals for individuals 60 and older and individuals under 60 has not been increased since 2010. Raw food cost and overhead continue to increase. We have had the lowest suggested donation for our West Central Area Agency on Aging service area for many years and will continue to have even with our increase.

The current suggested donation for congregate meals for individuals 60 and over is \$3.00. The current suggested donation for Home Delivered and COVID to go meals is \$3.25. An increase of \$.50 per meal will help with the increased cost of raw food and overhead. The new suggested donation for those 60 and over receiving congregate meals would be \$3.50 and for those receiving home delivered and COVID to go meals would be \$3.75.

The meal programs at the senior center are designed for individuals 60 and older: therefore, individuals under 60 are expected to pay the full cost of the meal. The full cost of the meal for individuals 12 through 59 would be \$7.50. This is an increase of \$1.00 per meal. Children 11 years of age and younger would be charged \$3.50 per meal. This would be an increase of \$.50 per meal.

FISCAL IMPACT:

Increasing the suggested donation for individuals 60 and over for congregate meals to \$3.50 and home delivered and COVID to go meals to \$3.75 would increase revenues approximately \$17, 508. Increasing the fee for under 60 congregate meals for individuals 12 years to 59 years of age to \$7.50 and increasing the fee for individuals less than 12 years of age to \$3.50 would increase the revenues approximately \$2,154 per year

APPROVALS:

  
Beth Siegfried, Senior Services Director

\_\_\_\_\_  
Date

  
Nate Schneider, City Manager

10-27-21  
Date

**RESOLUTION NO. 2021-25**

A RESOLUTION ADOPTING AND SETTING THE SUGGESTED DONATION FOR INDIVIDUALS 60 AND OLDER RECEIVING CONGREGATE MEALS, HOME DELIVERED MEALS, AND COVID TO GO MEALS, AND SETTING THE FEE FOR MEALS SERVED TO PERSONS 12 THROUGH 59 AND CHILDREN 11 AND YOUNGER FOR THE CITY OF MCCOOK SENIOR CENTER.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of McCook, Nebraska;

That hereafter the suggested donation for individuals 60 and older receiving congregate meals at the City of McCook Senior Center will be \$3.50, the suggested donation for individuals 60 and older receiving home delivered meals and COVID to go meals will be \$3.75 to help defray expenses to the City. That hereafter the fee for meals served to persons 12 through 59 will be \$7.50, and the fee for meals served to children 11 and younger will be \$3.50 to cover the full cost of the meal. This rate shall take effect and be in force as of January 1, 2022.

PASSED AND APPROVED THIS 1<sup>st</sup> day of November, 2022.

---

Michael D. Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 MCCOOK CITY COUNCIL MEETING**

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**ITEM 3.C.**

Approve the resignations of Sharlyn Coleman and Kim Tietz from the McCook Pool Committee and appoint Tasha Blomstedt and Natalie Smith to the McCook Pool Committee.

---

**BACKGROUND:**

The membership of the McCook pool committee needs to formally be modified to reflect a few changes. Sharlyn Coleman and Kim Tietz have resigned from the committee. Tasha Blomstedt and Natalie Smith have agreed to serve on the committee. The City of McCook appreciates the efforts of Sharlyn and Kim. The City is excited to have Tasha and Natalie as part of the committee. Both Tasha and Natalie have shown a strong desire to help steer the swimming pool discussions.

**APPROVALS:**



Lea Ann Doak, City Clerk

October 27, 2021



Nate Schneider, City Manager

October 27, 2021

## Pool Committee

Jan Smith  
1011 E 2  
[dasmith@swnebr.net](mailto:dasmith@swnebr.net)

C (308) 340-5311  
H (308) 345-5268

Norma Stevens  
1515 Norris  
[stevensn@ocsmccook.com](mailto:stevensn@ocsmccook.com)

H (308) 345-1859

Traci Taylor  
902 W I  
[traci.taylor@swnebr.net](mailto:traci.taylor@swnebr.net)

C (308) 350-0904  
H (308) 345-4474

Tracy Flaska  
705 W 7<sup>th</sup>  
[tflaska@mccookbison.org](mailto:tflaska@mccookbison.org)

C (308) 340-7387

Chelsey Hartwell  
803 Sunset  
[danandchelsey@yahoo.com](mailto:danandchelsey@yahoo.com)

C (308) 340-4102

Tom Wiemers  
1203 W 6<sup>th</sup>  
[mclettering55@gmail.com](mailto:mclettering55@gmail.com)

C (308) 340-6831

Grant Norgaard  
421 Seminole  
[gnorgaard@mccookbison.org](mailto:gnorgaard@mccookbison.org)

C (308) 737-5133  
H (308) 345-4951

Sherri Rothmeyer  
903 West "K"  
[3083404450@vtext.com](mailto:3083404450@vtext.com)

C (308) 340-4450

Linda Frank  
2107 Ponderosa  
[lindafrank@gmail.com](mailto:lindafrank@gmail.com)

C (308) 340-7714  
H (308) 345-6247

Jon & Ronda Graff  
38575 Drive 713  
[rondagraff@gmail.com](mailto:rondagraff@gmail.com)  
[jgraff@mccookbison.org](mailto:jgraff@mccookbison.org)

C (308) 340-2465  
H (308) 345-2160  
C (308) 340-3412

Charles Coleman  
601 Missouri Ave  
[chascole339@hotmail.com](mailto:chascole339@hotmail.com)

C (308) 340-6833

Tasha Blomstedt

Natalie Smith

Jody Crocker  
Nate Schneider  
Kyle Potthoff

Tree Advisory Board - April

**CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 CITY COUNCIL MEETING**

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**ITEM:        3.D.**

**RECOMMENDATION:**

**AUTHORIZE PINPOINT COMMUNICATIONS TO OCCUPY CITY RIGHT OF WAY FOR THE INSTALLATION OF COMMUNICATIONS CABLE AND VAULTS IN VARIOUS LOCATIONS WITHIN THE AREA OF McCOOK, COMMONLY REFERRED TO AS THE RESERVATION, AND AUTHORIZE THE MAYOR TO SIGN THE APPLICATION TO OCCUPY RIGHT OF WAY.**

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**BACKGROUND:**

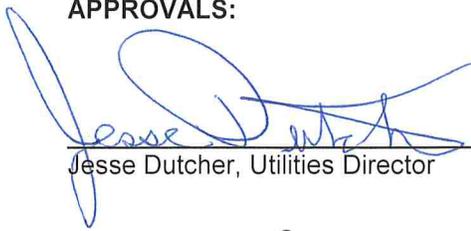
Pinpoint Communications is asking permission to occupy City of McCook Right of Way to install communications cable and vaults in various locations within the area of McCook, commonly known as the reservation. Attachment "A" identifies locations 1 - 10 where Pinpoint is proposing to place the communications cable and vaults. A map is also part of attachment "A" identifying these same locations. These lines will be bored in and placed underground. The vaults will be installed flush with the surface and be traffic rated.

Pinpoint Communications will be responsible for obtaining permissions from any and all other property owners.

A \$2,500.00 performance guarantee has also been requested.

**FISCAL  
IMPACT:**       None.

**APPROVALS:**

  
\_\_\_\_\_  
Jesse Dutcher, Utilities Director

October 26, 2021

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

October 26, 2021

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

October 26, 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: 10/01/2021  
ADDRESS: 611 Patterson Street Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 10/19/2021 FINISH DATE: 10/01/2022

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

<b>Type: (circle)</b> Over-Cross <input checked="" type="checkbox"/> Under-Cross <input checked="" type="checkbox"/> Occupy <input checked="" type="checkbox"/> Miscellaneous (Vaults)	<b>With a: (circle)</b> Water Line Sewer Line Gas Line <input checked="" type="checkbox"/> Telephone Line - Underground (Underground Aerial)	Tree Trimming/Removal Grading <input checked="" type="checkbox"/> Other Vaults Electric Line (Underground Aerial)
--	---	---

See attached location descriptions.

**Location:** Beginning \_\_\_\_\_ feet (East West North South) of Intersection \_\_\_\_\_  
\_\_\_\_\_ and ending (East West North South) \_\_\_\_\_ feet of Intersection \_\_\_\_\_

**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. Holtze for Pinpoint Communications Inc 10/01/2021  
Applicant's Signature Renee A. Holtze for Pinpoint Communications, Inc.

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

# ATTACHMENT A – 7 PAGES

Pinpoint Application to Occupy Right-of-Way

City of McCook

North McCook – 10 Sections

Section 1:

Location: Beginning 170 feet south and 125 feet east of intersection of Norris Ave & Elizabeth Lane and ending 160 feet east and 35 feet north of intersection of Cheyenne Rd & N Cherokee Rd. 1,550 foot bore with 7 vaults.

Section 2:

Location: Beginning 200 feet west and 170 feet south of intersection of Courtney Lane & Pawnee Drive and ending 175 feet west and 115 feet north of intersection of Seminole Drive & Elizabeth Lane. 560 foot bore with 3 vaults.

Section 3:

Location: Beginning 150 feet east and 35 feet south of intersection of Pawnee Drive & Quail Rd and ending 150 feet east and 35 feet north of intersection of Pawnee Dive & Cheyenne Rd. 900 foot bore with 6 vaults.

Section 4:

Location: Beginning 150 feet north and 325 feet west of intersection of Norris Avenue & Park Avenue and ending 180 feet south and 250 feet west of intersection of N Cherokee Rd & Parkview Dr. 2,500 foot bore with 13 vaults.

Section 5:

Location: Beginning 160 feet east and 35 feet north of intersection of Cheyenne Rd & N Cherokee Rd and ending 150 feet east and 35 feet north of intersection of Pawnee Dive & Cheyenne Rd. 750 foot bore with 2 vaults.

Section 6:

Location: Beginning 170 feet east and 35 feet north of intersection of Cheyenne Rd & Elizabeth Lane and ending 170 feet north of intersection of N Cherokee Rd & Parkview Drive. 640 foot bore with 5 vaults.

Section 7:

Location: Beginning 165 feet east and 265 feet south of intersection of Seminole Dr & Prairie Hills Ests and ending 220 feet north and 230 feet west of intersection of N Cherokee Rd & Apache Dr. 1,000 foot bore with 5 vaults.

Section 8:

Location: Beginning 200 feet south and 250 feet east of intersection of Norris Avenue & Park Avenue and ending 35 feet north of intersection of Kelly Park Drive & Park Avenue. 2,000 foot bore with 6 vaults.

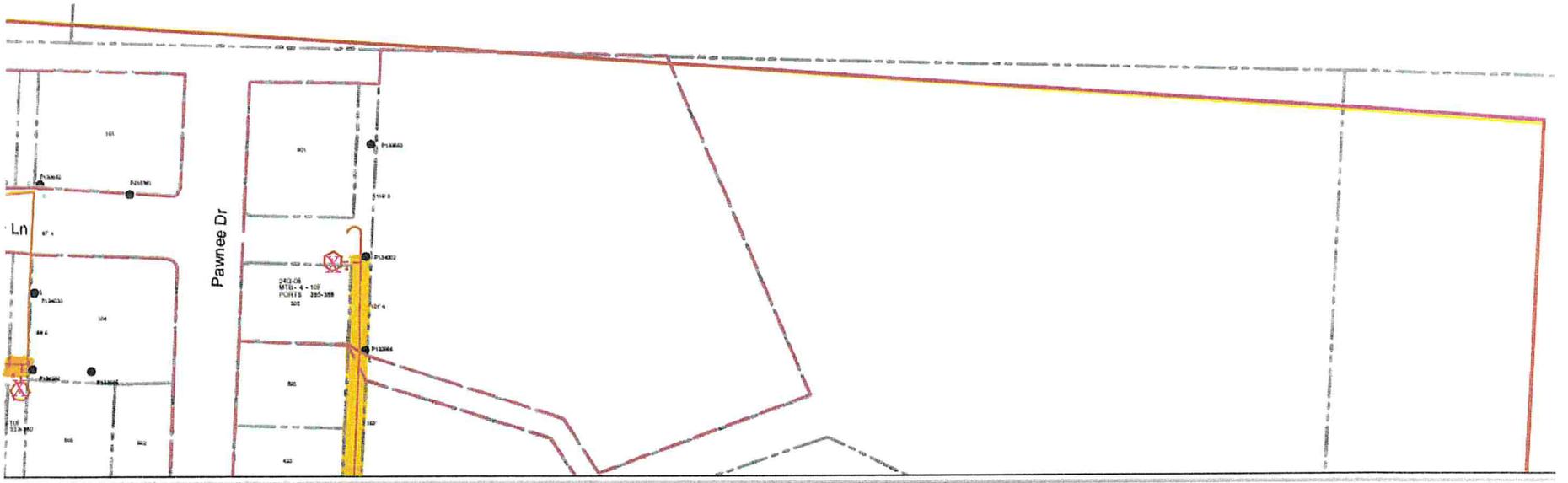
Section 9:

Location: Beginning 170 foot south and 45 feet west of intersection of N Cherokee Rd & Seminole Dr and ending 170 foot south and 240 feet east of intersection of N Cherokee Rd & Seminole Dr. 300 foot bore with 3 vaults

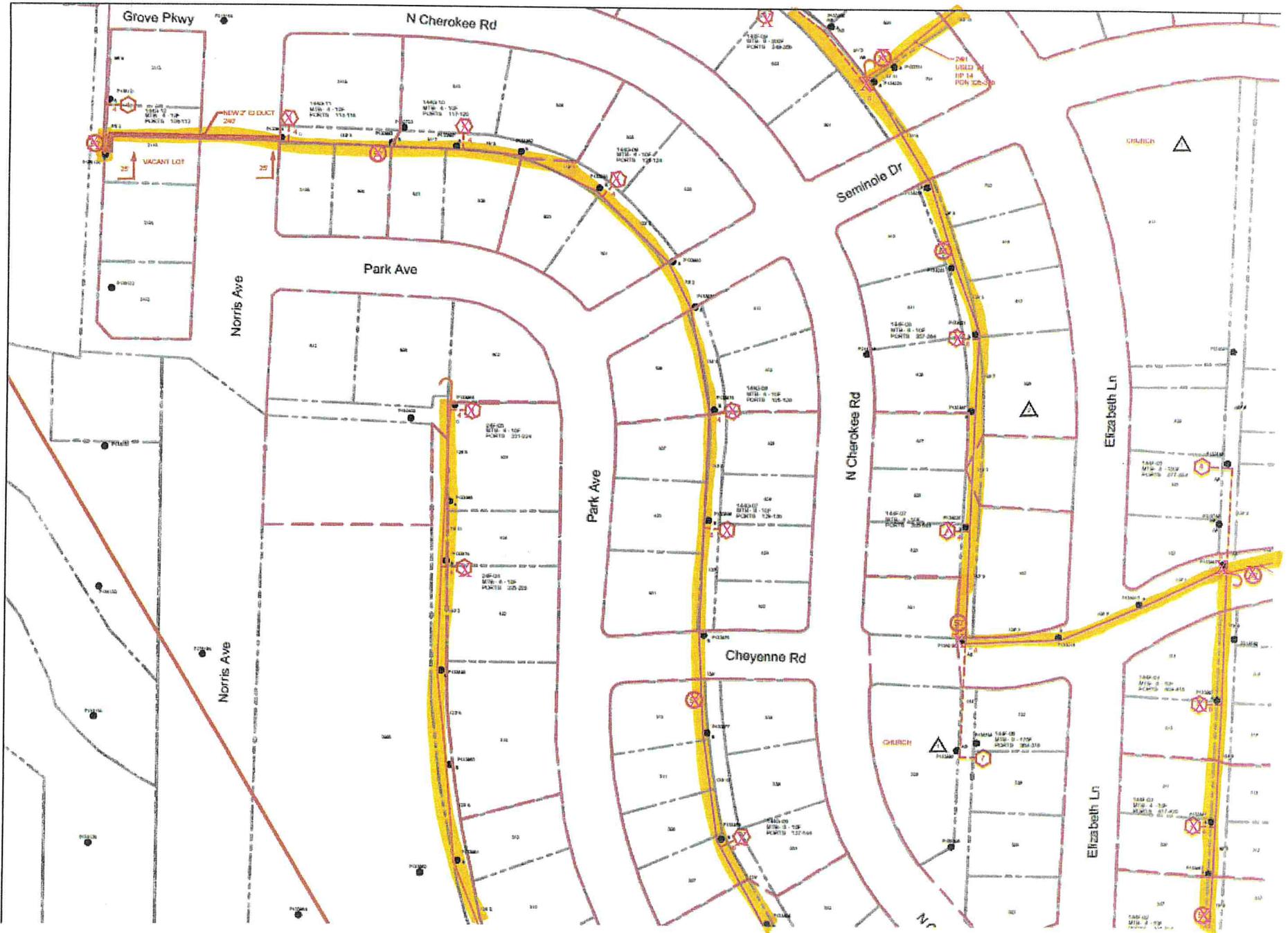
Section 10:

Location: Beginning 600 feet east of intersection of Seminole Dr & Parkview Dr and ending 715 feet east and 100 feet north of intersection of Seminole Dr & Parkview Dr.

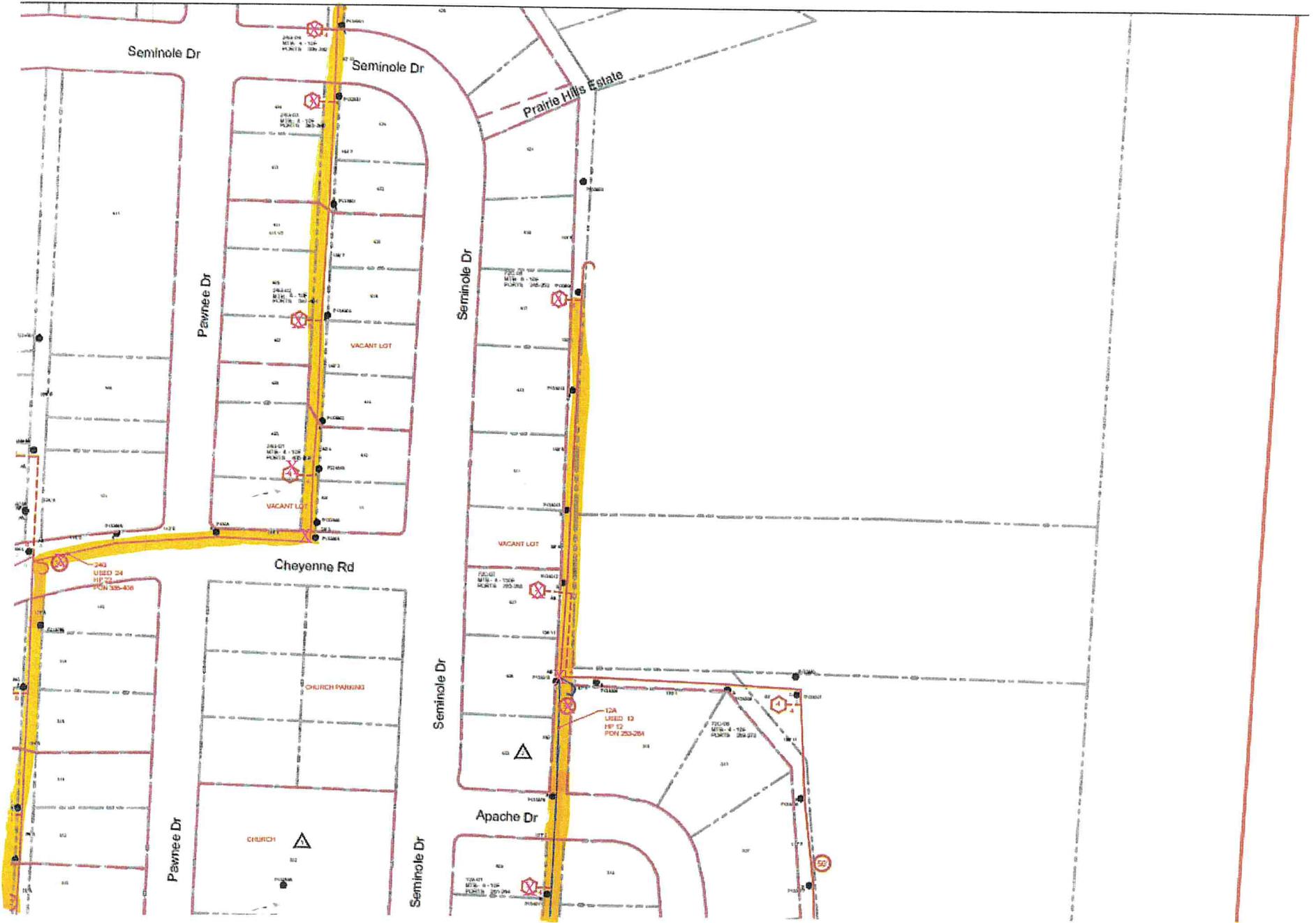




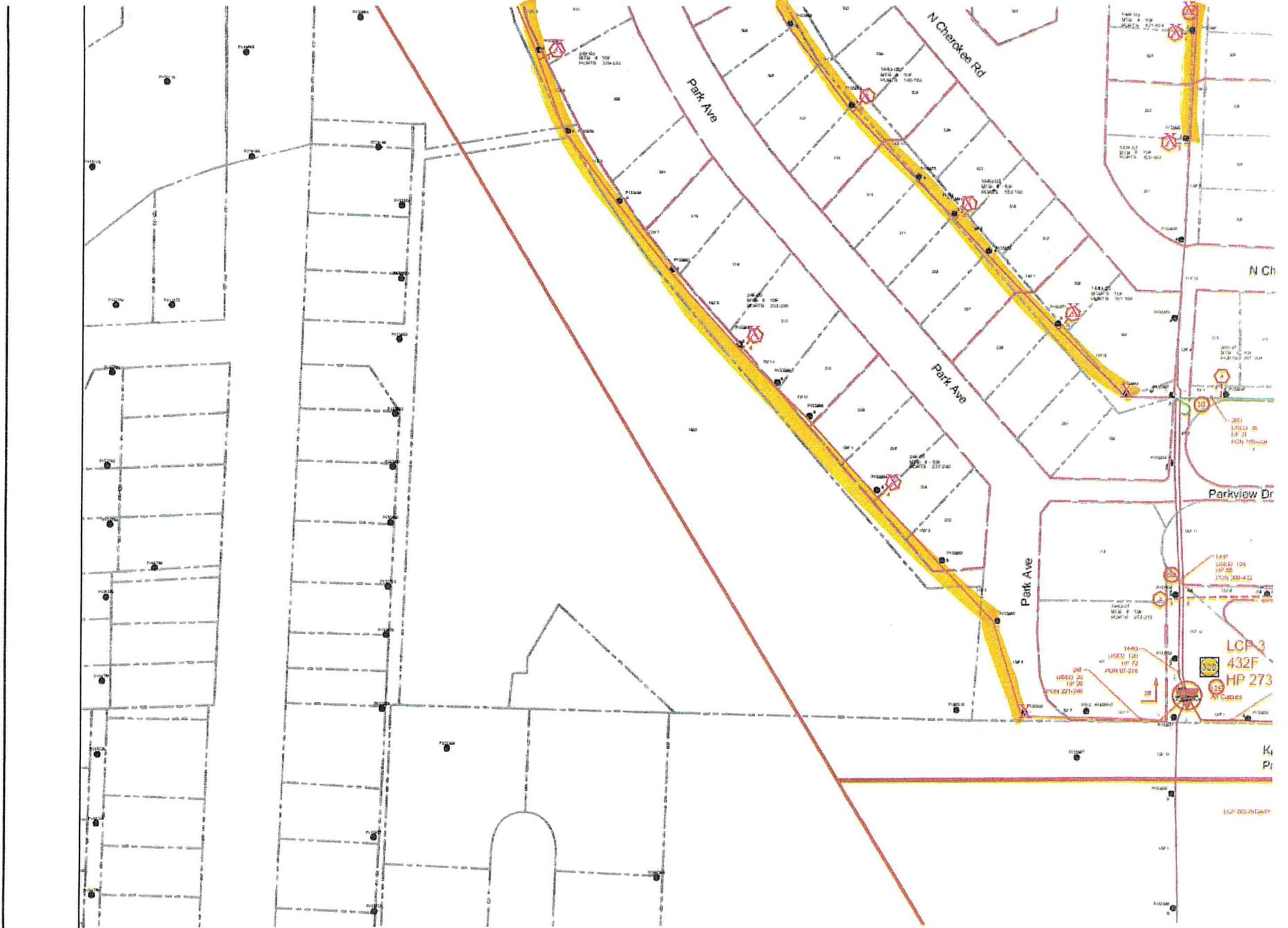
X = Vault



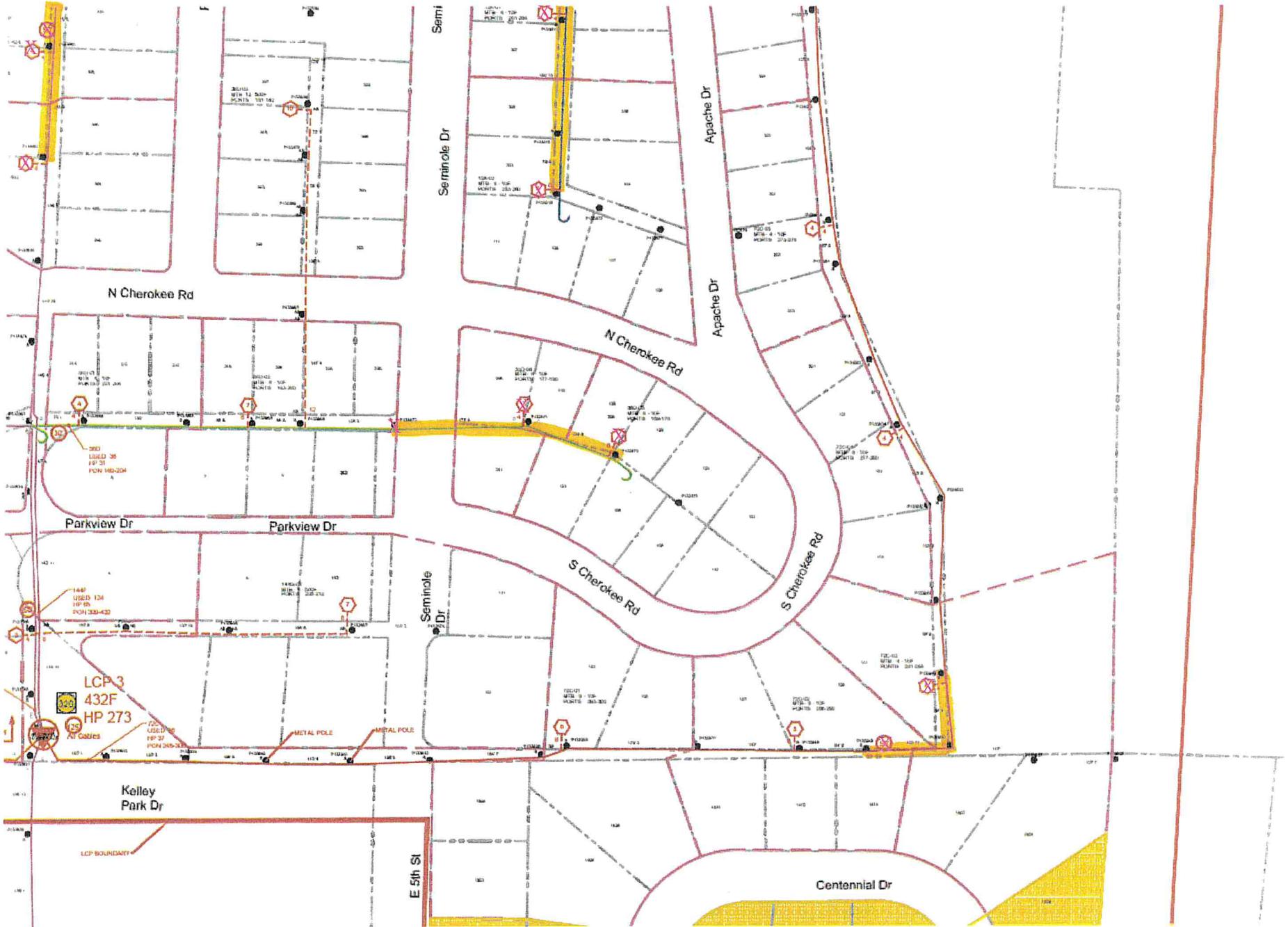
X = Vault



X = Vault



X = Vault



X = Vault

**CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 CITY COUNCIL MEETING**

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**ITEM:        3.E.**

**RECOMMENDATION:**

**APPROVE THE BID SPECIFICATIONS FOR ONE (1) NEW 2022 3/4 TON 4-WHEEL DRIVE PICKUP TRUCK FOR THE AIRPORT DEPARTMENT AND SET THE DATE TO RECEIVE BIDS AS NOVEMBER 22, 2021 AT 2:30 P.M.**

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**BACKGROUND:**

In the FY 2021-2022 budget, the Airport department has funding for a new pickup. The pickup that we will be replacing will become a seasonal employee pickup.

**FISCAL**

**IMPACT:**     None.

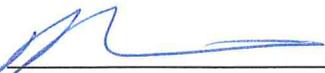
**RECOMMENDATION:**

**APPROVE THE BID SPECIFICATIONS FOR ONE (1) NEW 2022 3/4 TON 4-WHEEL DRIVE PICKUP TRUCK FOR THE AIRPORT DEPARTMENT AND SET THE DATE TO RECEIVE BIDS AS NOVEMBER 22, 2021 AT 2:30 P.M.**

**APPROVALS:**

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

OCTOBER 26, 2021

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

OCTOBER 26, 2021

**CITY OF MCCOOK  
Airport  
Department**

**BID SPECIFICATIONS**

**One (1) NEW 2022  
3/4 TON  
4-WHEEL DRIVE  
PICKUP TRUCK**

**NOVEMBER 1, 2021**

## NOTICE TO BIDDERS

The City of McCook is accepting sealed bids for one (1) new 2022 3/4 ton 4-wheel drive pickup truck. Bids will be accepted by the City Clerk at the McCook City Offices until 2:30 P.M. on Monday, November 22, 2021 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Facility. Specifications and instructions to bidders are on file in the office of the City Clerk.

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

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

Publish: November 5, 12, and 19, 2021.

# INSTRUCTIONS TO BIDDERS

## 1. Defined Terms.

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

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

## 2. Delivery.

- 2.1. One (1) new 2022 3/4 ton 4-wheel drive pickup Truck shall be F.O.B., McCook, Nebraska, and shall not include any federal excise or state sales tax.
- 2.2. A tax exemption certificate will be furnished by the City of McCook.
- 2.3. Delivery date shall be 90-120 days after notice of award.

## 3. Qualifications of Bidders.

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

## 4. Interpretations and Addenda.

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

**5. Bid Form.**

- 5.1. The Bid Form is included with the Bidding Documents.
- 5.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 5.3. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 5.4. The address and telephone number of communications regarding the Bid must be shown.
- 5.5. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid form.

**6. Submission of Bids.**

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "*BID ON ONE (1) NEW 2022 3/4 TON 4-WHEEL DRIVE PICKUP TRUCK*", and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

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

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

**8. Opening of Bids.**

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

**9. Award of Bid.**

- 9.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if City believes that it would not be in its best interest to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- 9.2. In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 9.3. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders.
- 9.4. If the bid is to be awarded, it will be awarded to the Bidder whose evaluation by the City indicates that the award will be in the best interests of the City.

## GENERAL SPECIFICATIONS

### ONE (1) NEW 2022 3/4 TON 4-WHEEL DRIVE PICKUP TRUCK

#### GENERAL:

It is the intent of these specifications to describe a new vehicle in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned, which are necessary to provide a complete vehicle, shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided to the trade in general. The vehicle shall be a new, standard production model of the latest design in current production.

Any vehicle not conforming to these specifications will be rejected, and it will be the responsibility of the manufacturer to conform with the requirements unless deviations have been cited by the bidder.

#### INTENT:

It is the intent of the City not to be restrictive to any one manufacturer. However, the vehicle desired must meet the enclosed standards and any vehicle furnished which does not comply with the specifications will be rejected and returned to the bidder at his expense. All items appearing in the bidder's regular specifications which are in addition to these standards are assumed to be included in the bidder's proposal.

The vehicle furnished under these specifications shall be the latest model offered to the general trade, at least equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory.

The vehicle must meet or exceed the following minimum specifications. Any additions, deletions or variations from the following specifications must be noted. These specifications shall be construed as minimum. Should the manufacturer's latest specifications exceed these, they shall be considered minimum and shall be furnished. It is also required that the bidder furnish descriptive literature and any additional specifications or information necessary to qualify the equipment he proposes to furnish.

Unless otherwise noted, all items specified must be factory-installed, inspected, tested and/or calibrated, as required, except that manufacturer's policies pertaining to dealer installation of minor accessories will be honored.

Other than where specifically noted, it is intended that the manufacturer will build the vehicle to these specifications and that the selling or servicing dealer will be required only to perform the pre-delivery service and not be required to modify, alter, exchange, assemble, install or paint various components to meet these specifications.

The vehicle shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel injection, carburetors, engines and accessories. An engine with oversized bores, undersized main bearings or non-standard size pins will not be acceptable under these specifications.

The vehicle shall be equipped with all legally required and manufacturer's recommended lights.

The vehicle shall comply with all current provisions of the National Traffic and Motor Vehicle Safety Act.

The bidder shall satisfy the City of McCook that they maintain a store or a branch store, with qualified servicemen and with provisions for storing a representative supply or parts for the machine offered and with provisions for securing parts from the manufacturer within a reasonable length of time.

The bidder shall supply one (1) operator's manual.

The bidder shall furnish (in writing) his guarantees and the length of the guarantees on all parts and labor for the machine.

Bidders must submit with their bid the latest printed specifications on the units they propose to furnish.

**MINIMUM SPECIFICATIONS  
ONE (1) NEW 2022 3/4 TON 4-WHEEL DRIVE PICKUP TRUCK**

Meets Specification - Please Indicate - (if other explain on comment line).

**All items listed below are required. If there is an exception, a detailed explanation must be provided.**

<b>YES</b>	<b>EXCEPTION</b>	<b>I. <u>BODY</u></b>
_____	_____	A. Exterior color: Bright white, clearcoat or other factory color specified on order.  Interior color: Interior color and seat covering for white vehicle to be specified after bid has been awarded.
_____	_____	B. Locks: Three (3) sets of keys with fobs required. Shall be electronic.
_____	_____	C. Doors: To be the type recommended by the manufacturer.
_____	_____	D. Seats: Seats shall be heavy duty construction guaranteed by manufacturer not to break down for two (2) years or 36,000 miles with heavy duty nylon cloth or vinyl seat covering and folding back, 40-20-40 OR 40-60 Bench Seat.
_____	_____	E. Windows: Shall be electronic. To include a manual or electronic sliding rear window.
_____	_____	F. Headroom: A minimum of 39.1 inches of headroom shall be provided for the occupants.
_____	_____	G. Air Conditioning: Best grade factory-installed air conditioner, manually controlled. To include all extra items normally included in the factory package.
_____	_____	H. Floor Coverings: Heavy duty vinyl or rubber.
_____	_____	I. Power Outlet: Required
_____	_____	J. Windshield Wipers: Electrically operated, multiple speed, manually controlled with electric windshield washer and jets to each wiper blade. Wiper shall be of intermittent type.
_____	_____	K. Clock: To be electric. Clock in radio dial face is acceptable.
_____	_____	L. A.M./F.M. Stereo Radio. Blue tooth capable.
_____	_____	M. Under-coated: full factory undercoating or zinc coating required. Extra undercoating by dealer not required unless necessary to meet factory standards.

- \_\_\_\_ N. Rear View Mirrors: Interior to have day or night tab (selector type non-glare). Two matching outside mirrors, mirrors on both doors. Outside mirrors shall be electronic and heated.
- \_\_\_\_ O. Fuel Tank: minimum 20 gallons.
- \_\_\_\_ P. Vehicle shall have a full size cab with 8' box.
- \_\_\_\_ Q. Hood Release: In driver's compartment.
- \_\_\_\_ R. License Plate Brackets: Vehicle shall be equipped with front license plate brackets.
- \_\_\_\_ S. Gross Vehicle Weight: The gross vehicle weight rating shall be a minimum of 8600 lbs.
- \_\_\_\_ T. Towing Package: Heavy Duty trailer towing package including a minimum 17,000 lb rated receiver hitch. Shall include integrated trailer brakes.
- \_\_\_\_ U. Bumpers: Manufacturer's front bumper and rear bumper.
- \_\_\_\_ V. Lights: High beam headlights with low beam; parking, dome, tail, back-up, and stop lights; front and rear directional turn signals with self-cancelling control on steering column; rear cargo light.
- \_\_\_\_ W. Factory installed back up camera
- \_\_\_\_ X. Cab length side steps.
- \_\_\_\_ Y. All interior items not described shall be electronic.

Comments \_\_\_\_\_

---

**YES    EXCEPTION**

**II. ENGINE AND DRIVE TRAIN**

- \_\_\_\_ A. Engine: Engine to be a minimum **6.2 liter**, eight cylinder, overhead valve, V-design engine, and have a fuel injection fuel system. Gas only.
- \_\_\_\_ B. Transmission: Fully automatic, heavy duty, electronic. To be equipped with a factory engineered and installed oil cooler of suitable design to keep the automatic transmission fluid at an efficient temperature (if available).
- \_\_\_\_ C. Air Cleaner: H.D. element type.
- \_\_\_\_ D. Cooling System: Heavy duty, maximum capacity radiator of a pressurized design is required, having a maximum cooling capacity adequate to provide a safe margin of cooling when operated under extreme conditions. A coolant recovery system is required. Hose clamps shall be the steel metal band or wire type.

Antifreeze to 25 degrees below zero Fahrenheit required.

- |       |       |   |
|-------|-------|---|
| _____ | _____ | E. Axle Ratio: To be manufacturer's recommended ratio for this type of vehicle.   |
| _____ | _____ | F. Exhaust System - to be manufacturer's recommended type for this type of vehicle.   |
| _____ | _____ | G. Drive Train: Four Wheel Drive with automatic locking hubs.   |
| _____ | _____ | H. Transfer Case: Either a floor mounted transfer case; or electronic, on the fly 2-wheel to 4-wheel transfer case shifter. |

Comments \_\_\_\_\_

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**YES    EXCEPTION    III. SUSPENSION SYSTEM**

- |       |       |   |
|-------|-------|---|
| _____ | _____ | A. Wheel Base: Minimum wheel base shall be 133 inches.  |
| _____ | _____ | B. Suspension system: Will be heavy duty, minimum 5,600 lb. front end, equipped with heavy duty shock absorbers, front and rear, and stabilizer or sway bars, if available as standard equipment. |
| _____ | _____ | C. Steering: Power steering required.   |
| _____ | _____ | D. Brakes: Power, heavy duty fade-resistant front disc brakes, heavy duty lining rear brakes. (Disc brakes on all four wheels are acceptable, anti-lock braking system is acceptable).            |
| _____ | _____ | E. Wheels: Five, 17 inch minimum, wheels of the type recommended by the manufacturer for the vehicle.   |
| _____ | _____ | F. Tires: Five steel belted radial tires of the type recommended by the manufacturer for the vehicle, mud and snow tread. Include mud flaps.  |

Comments \_\_\_\_\_

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**YES    EXCEPTION    IV. ELECTRICAL SYSTEM**

- |       |       |  |
|-------|-------|--|
| _____ | _____ | A. Ignition System: 12 volt, solid state. The wiring harness shall be high tension resistor wiring, high-heat resistance, with high dielectric strength insulation.  |
| _____ | _____ | B. Battery: 12 volt, heavy duty, manufacturer's maximum cold cranking power battery. A terminal post connected to the positive battery cable and capable of carrying 45 amperes shall be provided in the engine compartment. This terminal shall be in a location easily accessible from the top side of the engine compartment and near the battery. If this is not available, the positive cable may be of the type that attaches to battery posts by means of a bolt and nut. (Battery cable spring-loaded or drive-on devices are not acceptable). |

\_\_\_\_

C. Alternator: Minimum 100 ampere. Minimum capacity SAE output at engine curb idle speed not less than 45 amperes. Alternator shall be of the type that parts and repairs are available at authorized dealers of the make of vehicle furnished.

\_\_\_\_

D. Voltage Regulator: Fully transistorized and sealed.

\_\_\_\_

E. Spark Plugs: Factory recommended.

Comments \_\_\_\_\_

**YES    EXCEPTION**

**V. SPECIAL FEATURES**

\_\_\_\_

A. Electronic speed (cruise) control, factory installed.

\_\_\_\_

B. Backup camera.

Comments \_\_\_\_\_

**YES    EXCEPTION**

**VI. MISCELLANEOUS**

\_\_\_\_

A. The standard complement of tools, standard jack and wheel wrench, and a full size spare wheel shall be provided, together with facilities for storage.

\_\_\_\_

B. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.

\_\_\_\_

C. It shall be the responsibility of the manufacturer supplying the vehicle to maintain an adequate stock of all regular and special parts within the State of Nebraska to meet the continuing service and repair parts needs of the department without undue delay.

\_\_\_\_

D. The manufacturer's standard warranty shall be stated in the bid. A minimum warranty of three (3) years, 36,000 miles, or the manufacturer's standard warranty, whichever is greater, is required. A minimum of five (5) years, 100,000 miles rust warranty or manufacturer's standard corrosion warranty is required.

Comments \_\_\_\_\_

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

# BID FORM

ONE (1) NEW 2022  
3/4 TON 4-WHEEL DRIVE PICKUP TRUCK

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

## BASE BID

PRICE ON ONE (1) NEW 2022  
3/4 TON 4-WHEEL DRIVE PICKUP TRUCK \$ \_\_\_\_\_

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

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

CONTACT PERSON: Kyle Potthoff, Public Works Director  
at 308/345-2022 ext. 231

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

**CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 CITY COUNCIL MEETING**

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**ITEM: 3.F.**

**RECOMMENDATION:**

**RECEIVE AND FILE THE CITY OF MCCOOK SNOW AND ICE CONTROL AND REMOVAL OPERATION PROCEDURES AND POLICIES.**

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**BACKGROUND:**

The snow and ice control and removal operation procedures and policies are reviewed every year. Also attached to the policy is the agreement between the City of McCook and Red Willow County for snow plowing services pursuant to the interlocal cooperative act. This agreement is automatically renewable for an additional 1 year unless one of the parties elects not to renew for the following year, by advising the other in writing prior to October 1<sup>st</sup> of the year in question.

We do have the ability to pre-treat the streets prior to predicted winter weather, when feasible. The pre-treat operation consists of applying a salt brine solution onto the roadway, in order to help minimize the snow/ice from adhering to the road surface.

We would like to remind the citizens that sidewalks should be cleared within 24 hours of the cessation of the snow. Emergency snow routes are marked with emergency snow route signs. The City asks that residents remove vehicles, including trailers, boats etc., from city streets, in particular the emergency snow routes, if snow is predicted. Highways within the city limits as well as the emergency snow routes will be the first priority. City crews are also responsible for snow removal at the airport. City crews will try and clear the remaining residential streets, once the priority areas are cleared.

**FISCAL  
IMPACT:** None.

**RECOMMENDATION:**

**RECEIVE AND FILE THE CITY OF MCCOOK SNOW AND ICE CONTROL AND REMOVAL OPERATION PROCEDURES AND POLICIES.**

**APPROVALS:**

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

November 1, 2021

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

November 1, 2021

CITY OF MCCOOK  
SNOW AND ICE CONTROL AND REMOVAL OPERATION  
PROCEDURES AND POLICIES

DEPARTMENT OF PUBLIC WORKS

STREET DIVISION

REVISED NOVEMBER, 2021

AGREEMENT WITH COUNTY

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Attachment A - Snow Emergency Ordinance No. 1882 - Section 5-1023  
Attachment B - Interlocal Agreement (Red Willow County) dated November 5, 2001

## SUMMARY OF POLICIES

1. It is the general policy of the City of McCook to devote most of its snow and ice fighting effort to the arterial streets in the community due to the greater traffic volume, volume of stopping and intersection turning movements and level of speed on these streets.
2. The City shall try and maintain a relatively good level of traction on arterial streets by use of spreading straight salt, sand or gravel or a mixture of, plowing of snow from the streets, or a combination of the two.
3. On all arterial streets with the exception of the downtown area, streets will be plowed from the center to the curb and from curb to curb except when a parked vehicle makes this impossible. The City will not remove snow from driveways or sidewalks as a result of snow plowing operations.
4. The City will clear intersections of snow on intersection arterial streets and on local streets where intersections are impassable as a result of snow plowing operations.
5. The City will plow a path down the middle of residential streets when these streets are impassable to an average passenger car equipped with snow tires.
6. In the downtown area, snow will be plowed to the center of the street and hauled away due to the large volume of traffic in this area and the high volume of vehicle parking.
7. If deemed necessary, the City may call a snow emergency requiring removal of all cars parked on arterial streets for a period of 24 hours from the time the snow emergency is in effect. Vehicles not removed shall be towed away.
8. Citizens are to remove snow from sidewalks adjacent to their property within 24 hours of the cessation of snowfall except, in commercial areas where snow shall be removed by 10:00 A.M. on the morning following cessation of snow fall.
9. Depositing of snow from driveways, sidewalks and parking lots on public streets is prohibited. Where snow is removed from parking lots and piled on the parking lot, snow piles falling within the "vision triangle" of an intersection shall not be higher than 2 1/2 feet above the center of the intersection street lines so that a traffic hazard is not created at the intersection.
10. On January 1, 2004 the City of McCook became responsible for the removal of snow and ice control on the highways inside the city limits.

## **SNOW POLICY - SALT BRINE PRE-TREAT OPERATION PROCEDURE FOR CALLING OUT PERSONNEL AND EQUIPMENT**

Beginning in the winter of 2007-2008, the City of McCook added another step to our snow/ice fighting operation. Salt brine is an anti-icing solution which is applied to the highways, streets and bridges hours before a winter weather event takes place. It is sprayed onto the roadways to help minimize and in some cases prevent unsafe road conditions when the winter storm does arrive. This is a pro-active approach to combating snow removal.

The Director of Public Works or Public Works Supervisor is responsible for deploying the salt brine pre-treat unit as he deems appropriate in order to adequately meet the particular circumstances or situation. When a snow/ice event is forecasted, the weather conditions shall be evaluated in order to determine whether the pre-treat operation shall be put into effect. Once it is determined that it is safe to pre-treat, the operator will be called and the equipment will be mobilized. The pre-treat operation consists of applying a salt brine solution onto the roadway, in order to help minimize the snow/ice from adhering to the road surface. The Nebraska Department of Roads may also be utilized for their expertise in the pre-treat operation.

Salt brine is made using just two ingredients. The first ingredient is rock salt or also known as sodium chloride (NaCl) and the second ingredient is water. The salt brine is effective for anti-icing, because the salt depresses the freezing point of water. Water freezes at 32 degrees Fahrenheit, but when salt is added to the water, it lowers the point at which the water will freeze. The recommended percentage of salt brine is between 23% and 24%, which will drop the freezing point of the brine down to - 6 degrees Fahrenheit. The salt brine will typically be applied at 50 gallons per lane mile, which amounts to approximately 110 pounds of salt.

The salt brine that will be used in our operation will be produced at the City of McCook's Water Treatment Plant, at no additional cost to the rate payers of McCook. The brine is actually a waste product and if not used for this purpose, it would be disposed of through the Wastewater Treatment Plant.

The following is the priority order in which streets will be pre-treated:

1. All Highways within the City limits.
2. All emergency snow routes.
3. Residential streets.

The frequency and amount of pre-treatment will be dependent on the following:

1. Weather conditions
2. Weather forecasts
3. Severity of the predicted event.

**SNOW POLICY - SAND/SALT OPERATION  
PROCEDURE FOR CALLING OUT MEN AND EQUIPMENT**

The Director of Public Works or Public Works Supervisor is responsible for directing the resources of staff and equipment when required by winter storm conditions. During a light snow, the early stages of a major snow, or during icy conditions the sand/salt operation shall be put into effect.

The Director of Public Works or Public Works Supervisor is responsible for deploying the sand/salt unit in such fashion as he deems appropriate in order to adequately meet the particular circumstances or situation. The Director of Public Works or Public Works Supervisor shall advise the Police Department when the sand/salt operation is put into effect. Since the McCook Police Department monitors the conditions of streets during winter storm situations, the Police Department will advise the Public Works Department of the condition of the streets from time to time and of the need for action in order to provide for safe driving conditions under these circumstances.

The Police Department shall also keep the public advised of the street conditions by notifying the local news media (radio) so that bulletins can be broadcast noting particular conditions.

The Director of Public Works or the Public Works Supervisor will monitor street conditions and weather reports and determine the need for calling out staff and equipment between the hours of 4:00 A.M. and midnight, Sunday through Saturday. Between midnight and 4:00 A.M., the Police Department will be primarily responsible for monitoring street conditions and will place a call to the Director of Public Works or the Public Works Supervisor whenever they feel that conditions warrant some action by the Public Works Department. The Public Works Director or Public Works Supervisor will advise the Police Department of his/her actions at all times.

In the absence of the Director of Public Works, staff and equipment in the Public Works Department may be activated by the following persons in the order listed:

Tyler Kalinski	-	Home
Ken Vontz	-	Home
Randy Zwickle	-	Home

Police Shift Supervisor - **CONTACT** as listed above

The above instructions and policy will be followed unless otherwise directed by the Director of Public Works or other responsible official as noted above.

## **DUTIES OF PERSONNEL AND OFFICERS**

### **GENERAL INSTRUCTIONS**

1. Study and know the procedures outlined in the manual and follow the schedules shown.
2. Keep records, such as gas, diesel, hours, and mileage of trucks, plows, and loaders.
3. See that your assigned unit is in good operating condition at all times and operate it according to the plan at all times.
4. Notify the Public Works Director or Public Works Supervisor of any emergency conditions encountered.
5. Flagmen shall wear a safety vest at all times.

**NOTE:** There is also some burden of responsibility on the personnel involved with this plan to make an effort to be available on off-duty hours if it appears that stormy conditions may develop.

**PUBLIC WORKS PERSONNEL**  
Contact List

CELL NUMBERS

Kyle Potthoff	CELL
Tyler Kalinski	CELL
Jesse Dutcher	CELL
Rick Province	CELL
Kenny Vontz	CELL
Lea Ann Doak	CELL

HOME NUMBERS

Kyle Potthoff	Home
Tyler Kalinski	Home
Ron Maris	CELL
Randy Zwickle	CELL
Kenny Vontz	Home
Dave Korte	CELL
Matt Coulter	CELL
Elza Doak	Home
Tony Rouse	CELL
Paul Younger	CELL
Kirk Wilson	CELL
Steve Miller	Home
Seth Province	Cell

Rick Province	Home
Dave Gummere	Home
Dwayne Brunswick	Home
Jerome Biegler	Home
Rick Lorentz	CELL
Rick Kinne	CELL
Ron Lauer	Home
Wayne Cook	CELL
Greg Pollnow	CELL

Jesse Dutcher	Home
Tyrel Riggs	CELL
Pat Fawver	CELL
Greg Hall	Home
Jarod Doyle	CELL
Trevor Van Pelt	CELL
<b>Nathaniel Chitwood</b>	<b>CELL</b>
<b>John White</b>	<b>CELL</b>
<b>Byron Hedrick</b>	<b>CELL</b>

## **UNIT 45 - SALT UNIT**

### **SALT ROUTE**

NOTE: Notify Police at start and finish.

- (1) All through streets - includes hospital
- (2) All downtown streets - includes post office
- (3) Westridge hill from "D" to "M"
- (4) Around all schools
- (5) "D" Street from West 5th to "B" Street
- (6) 9th Street from "B" Street to West 5th Street
- (7) West "C" Street from West 5th to West 10<sup>th</sup>
- (8) Around the Municipal Facility
- (9) All stops as needed
- (10) Other areas as needed
- (11) Highway 83 from south city limit to north city limit
- (12) Highway 6 & 34 from east city limit to west city limit

## **PROCEDURES AND POLICIES FOR SNOW PLOWING OPERATION**

The Director of Public Works is responsible for directing how and when the snow plows shall be called out in order to meet particular circumstances of the winter storm.

Snow plowing operations normally are called for whenever snow accumulations of five (5) inches or greater are anticipated. As long as streets in the City are generally passable, the Director of Public Works will wait to send snow plows out on snow routes until after the storm and wind has ceased. Many times storms subside in the night hours and snow plows are generally sent out sometime after midnight with the intent that they finish the route by 7:00 A.M. or 8:00 A.M. the following morning.

To avoid plowing a second time, snow plows will be held until snowfall and wind have ceased, unless conditions do not allow. The safety and speed of the operation is enhanced if it is possible to wait until early morning hours.

The Director of Public Works will notify the City Manager whenever, in his/her opinion, the removal of parked cars on arterial streets becomes a critical factor in effectively removing the snow (normally whenever the anticipated snowfall is heavy). Such decision (snow emergency) shall be made by the City Manager, the Director of Public Works, or the Chief of Police. Whenever possible, the decision will be made before noon so that media can be notified to advise citizens to remove their vehicles and to allow adequate time for moving or towing of these vehicles before snow removal operations begin.

Whenever snow plowing operations are anticipated, the Director of Public Works or the Public Works Supervisor will advise those persons responsible for operating snow equipment of the need to be on duty at a time specified. In order to meet various contingencies, it may be necessary to call out men and equipment to stand by at the Street Shop during the night in order that they may take out snow plows when the storm subsides.

When snow plowing operations are commenced, the plows will begin work in a two (2) to three (3) unit gang, plowing one-half (1/2) of an arterial street from center to curb with one pass of the gang. Snow will be plowed from curb to curb, when possible, in accordance with City policy. The operations will follow the snow routes as listed. The entire snow route will be driven and snow removed unless deemed inappropriate by the individual operator, the Director of Public Works, or the Public Works Supervisor.

The Director of Public Works or Public Works Supervisor is responsible for deploying equipment furnished by Red Willow County. The Director of Public Works or Public Works Supervisor will call out this equipment as he deems appropriate in order to meet particular circumstances of the winter storm.

Unit No. 56 (maintainer) will be dispatched to the downtown area to begin plowing snow from the curb to the center of the street or designated space for later removal. This unit will assist in clearing the highways. After clearing this area, it will proceed to other areas as listed.

Unit Nos. 53 and 55 (loaders) will be dispatched as deemed appropriate by the Director of Public Works or Public Works Supervisor to clear intersections of arterial streets and highway, break open local streets, clear City parking lots, driveways and sidewalks and assist in clearing snow from the Airport. Generally, units will be assigned on a priority basis as listed.

If at all possible, a second snow plowing after a storm will be avoided and the snow plowing operations will be completed early enough not to cover up sidewalks and driveways that have previously been cleared by residents along snow routes.

## **SNOW EMERGENCY ROUTES**

- ( 1) Airport Road - "B" Street North to Airport Terminal
- ( 2) East 15<sup>th</sup> Street - East "H" Street to East "J" Street
- (3) East 14<sup>th</sup> Street - East "C" Street to East "H" Street
- (4) Apollo Street - East 14<sup>th</sup> Street to East "F" Street
- (5) East 11<sup>th</sup> Street - East "B" Street to North City Limits
- (6) East 6<sup>th</sup> Street - East "B" Street to East "H" Street
- (7) East 7<sup>th</sup> Street - East "H" Street to Country Club Drive
- (8) Country Club Drive - East 7<sup>th</sup> Street to East 5<sup>th</sup> Street
- (9) East 5<sup>th</sup> Street - East "H" Street to Parkview
- (10) East 4<sup>th</sup> Street - East "F" Street to East "G" Street
- (11) East 3<sup>rd</sup> Street - East "B" Street to East "H" Street
- (12) East 3<sup>rd</sup> Street - East "L" Street to East "M" Street
- (13) East 2<sup>nd</sup> Street - East "A" Street to East "B" Street
- (14) East 1<sup>st</sup> Street - East "A" Street to East "M" Street
- (15) Norris Avenue - East "A" Street to North City Limits
- (16) East "F" Street - East 3<sup>rd</sup> Street to East 6<sup>th</sup> Street
- (17) East "F" Street - East 11<sup>th</sup> Street to Apollo Street
- (18) East "G" Street - East 3<sup>rd</sup> Street to East 4<sup>th</sup> Street
- (19) East "H" Street - Norris Avenue to Airport Road
- (20) East "L" Street - Norris Avenue to East 5<sup>th</sup> Street
- (21) East "M" Street - Norris Avenue to East 5<sup>th</sup> Street
- (22) East "O" Street - Norris Avenue thru Kelley Park Drive then thru Park View to Seminole Drive
- (22) East "J" Street - East 11<sup>th</sup> Street to East 15<sup>th</sup> Street
- (23) Seminole Drive - Parkview to Park Avenue
- (24) Park Avenue - Kelley Park Drive to Norris Avenue
- (25) North Cherokee - Seminole Drive to Norris Avenue
- (26) All State Hwys within the City Limits
- (27) West 1<sup>st</sup> Street - West "A" Street to West "O" Street
- (28) West 2<sup>nd</sup> Street - West "A" Street to West "E" Street
- (29) West 3<sup>rd</sup> Street - West "A" Street to North City Limits
- (30) West Circle Drive - West "O" Street to West "Q" Street
- (31) West 5<sup>th</sup> Street - Public Safety Center to West "Q" Street
- (32) West 7<sup>th</sup> Street - West "B" Street to West "J" Street
- (33) West 8<sup>th</sup> Street - West "B" Street to West 7<sup>th</sup> Street
- (34) West 9<sup>th</sup> Street - West "B" Street to West "E" Street
- (35) West 10<sup>th</sup> Street - West "B" Street to West "Q" Street
- (36) West 14<sup>th</sup> Street - West "J" Street to West "O" Street
- (37) "A" Street - West 1<sup>st</sup> Street to East 2<sup>nd</sup> Street \*\*
- (38) "C" Street - West 5<sup>th</sup> Street to East 1<sup>st</sup> Street
- (39) "D" Street - West 7<sup>th</sup> Street to East 1<sup>st</sup> Street
- (40) "E" Street - West 7<sup>th</sup> Street to East 1<sup>st</sup> Street
- (41) West "J" Street - Spoon Drive to Norris Avenue

- (42) West "M" Street - Norris Avenue to West 14<sup>th</sup> Street
- (43) West "O" Street - Norris Avenue to West 5<sup>th</sup> Street; West 14<sup>th</sup> Street to N. Hwy 83
- (44) West "P" Street - West 3<sup>rd</sup> Street thru West 1<sup>st</sup> Street; thru Marsh Avenue to Norris Avenue
- (45) West "Q" Street - West 3<sup>rd</sup> Street to N. Hwy 83
- (46) West "F" Street - West 7<sup>th</sup> Street to West 5<sup>th</sup> Street
- (47) West "G" Street - West 7<sup>th</sup> Street to Westridge
- (48) West "H" Street - West 7<sup>th</sup> Street to Westridge; West 10<sup>th</sup> Street to N. Hwy. 83
- (49) Sunset Road - Westridge to West 10<sup>th</sup> Street
- (50) Federal Avenue - "B" Street to South Street
- (51) South Street - Federal Avenue to South Hwy 83
- (52) All Street on the Golf Course

## #56 MAINTAINER

(NOTE: DO NOT DEVIATE ON THE BELOW INSTRUCTIONS UNLESS INSTRUCTED BY THE DIRECTOR OF PUBLIC WORKS.)

### REMOVE SNOW WITH MAINTAINER IN DOWNTOWN AREA

- ( 1) Norris Avenue from "A" Street to "F" Street (middle)
- ( 2) "C" Street from West 5th to East 2nd, blade to middle except between East 1st and 2nd, blade curb to curb.
- ( 3) West 1st from "A" Street to "D" Street (middle)
- ( 4) "D" Street from East 1st to West 2nd, blade to middle except between West 1st and 2nd, curb to curb
- ( 5) "E" Street from East 1st to West 1st (middle)
- ( 6) Around Post Office
- ( 7) West 2nd from "A" Street to "D" Street, between "C" and "D" blade curb to curb, between "A" and "C" blade to middle
- ( 8) West 3rd from "A" Street to "C" Street, blade to middle
- ( 9) "A" Street from East 1st to West 1st, curb to curb
- (10) North of Junior High on Sunset Road from West 7th west to West 10<sup>th</sup>
- (11) Airport
- (12) Assist in highway snow removal

## #53 LOADER

(NOTE: DO NOT DEVIATE ON INSTRUCTIONS BELOW UNLESS INSTRUCTED BY THE DIRECTOR OF PUBLIC WORKS.)

- (1) Intersections in the downtown area where snow is bladed to the middle of the street, and intersections around new post office
- (2) Intersections on Norris Avenue from "F" Street to "O" Street.
- (3) Airport Parking Lot and other areas as needed (hangars).
- (4) Assist in highway snow removal

## #55 LOADER

(NOTE: DO NOT DEVIATE ON INSTRUCTIONS BELOW UNLESS INSTRUCTED BY THE DIRECTOR OF PUBLIC WORKS.)

( 1) Police and Fire Station Parking - front push east, other in back

( 2) Auditorium Parking Lot - east or west

( 3) Parking Lots:

100 block of East "B" - north side (SW corner)

100 block of West "B" - north and south sides (SW corner)

200 block of West 1st - south of Komac Paint (SW corner)

400 block of West 1st - east side (SE corner)

300 block of East 1st - west side (north side on rocks & NE corner)

200 block of West 4th - east side (west on terrace)

Swimming Pool - parking lot

( 4) Parking south of Library

( 5) Parking on north side of Central Elementary School

( 6) Senior Center Parking Lot (all south)

( 7) Intersections of West 10th and "H" Street

( 8) Housing Authority off-street parking on Missouri Avenue Circle

( 9) Westridge Intersections

(10) Airport Parking Lot (in ditch, not on asphalt)

(11) Airport Intersections and as needed

(12) Assist in highway snow removal

## AIRPORT SNOW PLOWING OPERATIONS

The Director of Public Works or the Airport Maintenance Operator is in charge of snow removal operations at the McCook Ben Nelson Regional Airport. As soon as the plow trucks, maintainers and loaders have completed their responsibilities of clearing snow from the City of McCook, they will proceed to the Airport to begin snow plowing operations on the Airport.

At the discretion of the Director of Public Works, when a situation requires the more rapid removal of snow from the Airport, units may be assigned to the Airport earlier.

When snow plowing operations begin on the Airport, the Director of Public Works or his designee shall issue a NOTAM\*\* through Notam Manager noting that snow removal equipment is on the Airport and operating. The Airport shall be closed during such snow removal operations. The Director of Public Works or Airport Maintenance Operator will also let the local unicom operator know when they will be on the Airport and where, so that they can advise local air traffic.

Snow shall be plowed from the center of the runway to the edge of the runway. Care should be taken to avoid covering up or damaging runway edge or runway end identifier lights. The procedures for removal of snow should be followed strictly, provided that changes can be made at the discretion of the Director of Public Works. However, no change should be made upon the request of private pilots, FBO's or other person unless authorized by the Director of Public Works.

NOTE: - NOTAM -

Shall be issued thru Notam Manager or when unavailable to Lockheed Martin 1-877-487-6867

### **\*\*Personnel authorized to issue a NOTAM**

1. City Manager - Airport Manager
2. Director of Public Works
3. Public Works Supervisor
4. Airport Maintenance Operator

## **DOWNTOWN AND "B" STREET SNOW HAULING OPERATION**

The hauling of snow from the downtown area will commence as soon as loader units and trucks are available from their primary responsibilities. From Thanksgiving until New Year's, the City will give a high priority to quickly hauling out snow from the downtown area. Preferably, the haul will begin in the early morning hours in order to minimize disruption of traffic. At other times other than from Thanksgiving to New Year's, the hauling operation will commence on the next regular work day during normal business hours.

The hauling operations will clear downtown blocks in the following order:

- ( 1) Norris Avenue from "A" to "F"
- ( 2) East "C" Street from Norris Avenue to East 1st
- ( 3) West 1st from "A" to "D"
- ( 4) "D" Street from East 1st to West 1st
- ( 5) "E" Street from East 1st to West 1st
- ( 6) West 2nd from "B" to "C"
- ( 7) West "C" from Norris Avenue to West 5th
- ( 8) "B" Street from West 5th to East 5th
- ( 9) "B" Street from West 5th to West 10th
- (10) "B" Street from east 5th to East 14th

Snow hauled from the downtown area and "B" Street will be deposited at the south end of the airport property or other areas as designated by the Director of Public Works including the Jaycees Ball Complex parking lot.

## **(SIDEWALKS)**

Sidewalks around public parking lots, parks, city buildings are cleaned on an as-needed basis by Cemetery personnel or other designated personnel.

**AGREEMENT BETWEEN THE CITY OF MCCOOK, NEBRASKA AND THE  
COUNTY OF RED WILLOW, NEBRASKA FOR SNOW PLOWING  
SERVICES PURSUANT TO THE INTERLOCAL COOPERATIVE ACT**

This Agreement is made and entered into on November 5, 2001 by and between the City of McCook, Nebraska, (hereinafter referred to as City) and the County of Red Willow, Nebraska, (hereinafter referred to as County), both public agencies pursuant to the Nebraska Interlocal Cooperative Act.

The City and County hereby entered into this Agreement for snow plowing services having the following terms and conditions.

1. The term of this Agreement shall be for a one (1) year term commencing November 1, 2001, and continuing through October 31, 2002. This agreement shall be automatically renewable on the same terms for additional one (1) year terms each subsequent year, unless one of the parties elects not to renew for the following year, by advising the other in writing prior to October 1<sup>st</sup> of the year in question.
2. There shall be no separate legal or administrative entity created by this Agreement.
3. a. At the request of the City and upon notification to the District 3 County Commissioner, or his/her representative, by the City's Public Works Director, or his/her representative, the County shall provide operators and all necessary equipment, and shall plow a path reasonably clearing it of snow down the center of all residential streets within the City.  
b. The operators provided by the County shall act under the supervision and direction of City's Public Works Director.  
c. Upon the request of the County, and the availability of the vehicle, the City shall salt any area within the two mile jurisdiction.  
d. At no time shall the County provided operators be considered an employee of the City.
5. This agreement may not be terminated by either party prior to the end of its term.

6. The Public Works Director for the City shall be responsible for administering the provision of this Agreement.

City of McCook

County of Red Willow

---

Kurt Fritsch, City Manager

---

Earl McNutt, Chairman  
Red Willow County Commissioners

**CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 CITY COUNCIL MEETING**

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**ITEM: 3.G.**

Authorize the use of Community Betterment Funds to cover the rental fees for the Annual Toy Box event to be held at the McCook City Auditorium on December 19, 2021; the days, including set up and clean up, are December 13 through December 20, 2021.

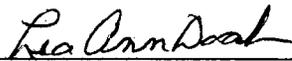
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**BACKGROUND:**

Barb Ostrum has made the request for use of the McCook Municipal Auditorium for the Annual Toy Box and that the fees for use of the auditorium be waived. The Council has granted this request in the past, paying the fees with Community Betterment Funds. Staff is requesting Council approval of the use of these funds again, which has helped defray costs and ensure the viability of this event.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

October 28, 2021

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

October 28, 2021

## Lea Ann Doak

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**From:** Barb Ostrum <bostrum@mnca.net> on behalf of Barb Ostrum  
**Sent:** Tuesday, October 5, 2021 9:14 AM  
**To:** ldoak@cityofmccook.com  
**Subject:** Request for Council Agenda item

I need to get on agenda to request Community Betterment Funds for Rental fees for the McCook Toy Box. We have reserved the Auditorium for December 13th - 20th 2021. I believe the next meeting is October 18th. Thank you for considering this request.

Barbara Ostrum Chief Elf  
McCook Toy Box



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

### MUNICIPAL AUDITORIUM RENTAL CONTRACT

DATE(S) RESERVED: Dec 13-20, 2021

TIME(S) OF THE EVENT: \_\_\_\_\_

GROUP NAME: McCook Toy Box

CONTACT PERSON: Barb Ostrum

MAILING ADDRESS: 106 South 9

PHONE NUMBER: 308 737 8047

FAX NUMBER: -

EMAIL ADDRESS: bostrum@mnea.net

CLASSIFICATION (check one)

Government Subdivision

Non-Profit (IRS Definition)

All Other

Event with food & drink

Event serving alcohol

TYPE OF EVENT: Community Christmas Giveaway

#### FACILITY RENTAL FEES:

##### EVENT RENTAL:

- Regular Rate \$150.00/Day Number of Days: \_\_\_\_\_
- Government \$50.00/Day Number of Days: \_\_\_\_\_
- Non-Profit \$50.00/Day Number of Days: \_\_\_\_\_

##### REHEARSALS, SET-UP & CLEAN-UP:

- Event Rehearsals/Set-up \$75.00/Day Number of Days: \_\_\_\_\_
- Government \$25.00/Day Number of Days: \_\_\_\_\_
- Non-Profit \$25.00/Day Number of Days: \_\_\_\_\_

#### Office Use Only

EVENT RENTAL: \$ \_\_\_\_\_

REHEARSAL/SET-UP/CLEAN-UP: \$ \_\_\_\_\_

EXTRAS: \$ \_\_\_\_\_

TOTAL RENT: \$ \_\_\_\_\_

Date Paid: \_\_\_\_\_ Receipt Number: \_\_\_\_\_

**CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 CITY COUNCIL MEETING**

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**ITEM:        3.H.**

Receive and file the claims for the month of September 2021, published October 21, 2021.

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**BACKGROUND:**

Claims are presented to the Council and published each month as outlined in the City Code of Ordinances.

Staff is always available to address any questions that the Council may have regarding a specific claim.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

October 27, 2021

CITY OF MCCOOK  
CLAIMS FOR SEPTEMBER 2021

ABBREVIATIONS FOR LEGALS: PS - PERSONAL SERVICES; S- SUPPLIES; SC - SERVICES & CHARGES; CO - CAPITAL OUTLAY; BT - BUDGET TRANSFERS

20/20 TECHS-SC 20315.00; 7-D LOCKSHOP-S 9.79; 911 CUSTOM-S 14680.00; ACE-S 4338.66; AKRS-S 3160.58; ALMENA STATE BANK-SC 24678.51; AMERICAN AG LAB-SC 2470.94; AMERICAN ELECTRIC-CO 96.00, S-635.00; AMERICAN LEGAL PUB-SC 475.00; ANYTIME TRI-STATE TOWING-SC 470.00; ARNOLD POOL CO-S 498.95; ARROW CAR WASH-S 139.50; ATR LIGHTING-SC 105.08; AWWA-SC 328.00; BARCO-S 2916.75; BEAR'S CUSTOMS-S 139.00; BIEKER WELDING-S 43.20; BLACK HILLS ENERGY-SC 1543.87; BLACKBURN MFG-S 132.81; BLUE VALLEY PUBLIC SAFETY-SC 4123.68; BW TELCOM-SC 144.14; C&K-S 618.07; CAMBRIDGE TELEPHONE-SC 244.51; CARQUEST-S 4048.21; CARROT-TOP-S 2291.13; CASH WA-S 15731.25; CDW-G-SC 1237.00; CENTRAL NE BOBCAT-S 207.89; CENTRAL STATES WIRE-S 2070.15; CENTURY LINK-SC 1209.95; CHECKSFORLESS-S 90.95; CHILD'S PLAY INC-S 89.98; CITY OF MCCOOK-PS 568282.73; CITY SELF INS-BT 145676.00; UTILITIES-SC 21497.22; COACH MASTER'S-S 214.50; CORE BANK-SC 45287.24; THE CORNHUSKER-SC 440.00; CPS HR CONSULTING-SC 442.75; J. CROCKER-SC 23.00; CULLIGAN-S 62.00; D & L PEST CONTROL-S 253.00; D & S HARDWARE-S 4007.60; DAS STATE-SC 448.00; DELL MKG-SC 695.00; DELTA MEDICAL-S 943.14; DEMCO-S 332.94; DEVENY-S 954.90; DIAMOND LAKE-S 541.97; DIAMOND VOGEL-S 243.03; L. DOAK-SC 325.96; DOUBLE D-S 60.00; EAKES-S 2867.28; ELDON STUTSMAN-S 61.23; EMBASSY SUITES-SC 599.50; ENGINEERED CONTROLS-S 666.50; ENVIRONMENTAL ANALYSIS-SC 623.80; FAIRFIELD INN-SC 459.80; FASTENAL-S 1750.28; FICA-PS 28592.55; FRENCHMAN VALLEY COOP-S 20922.17; FRONTIER COMMUNICATIONS-SC 34.19; FUSION CLOUD-SC 83.09; GALLS-S 100.95; GARRISONS-SC 1998.76; GARVER LLC-SC 15550.14; GARY'S SUPER FOODS-SC 9.23; GIS-SC 21225.00; GLASS EXPRESS-S 1064.59; GOOD SKY, LLC-SC 2500.00; GOOGLE SVCS-SC 474.00; GRAHAM TIRE-S 10112.72; GRAINGER-S 34.46; GREAT PLAINS COMM-SC 2521.13; GREAT WESTERN STATES SUPPLY-S 925.90; HAYES CO-SC 10000.00; HENNING BROS-SC 59.00; HERITAGE SENIOR CENTER-SC 65.00; HOMETOWN FAMILY RADIO-SC-200.00;

HOMETOWN LEASING-SC 1508.46; HUFFY'S AIRPORT-SC 444.65; IDEAL-S 197.50; ISLAND SPRINKLER-S 3217.47; J & M AIRCRAFT-SC 219.66; J BAR J LANDFILL-SC 47303.93; K & C GRAIN-S 50571.67; K. MESNER-SC 4843.84; KOHL'S AUTO-S 835.67; KOHLER TRAILER-S 799.80; KUTAK ROCK-SC 13110.00; LAKESIDE SAND AND GRAVEL-S 850.00; LAUTZENHISER'S STATIONARY-S 409.24; LEAGUE OF NE MUN UTILITIES-SC 385.00; LIFE-ASSIST-S 1162.22; LOCALITY MEDIA-SC 2625.00; LYNN PEAVEY CO-S 49.00; MACQUEEN EQ-CO 3577.20; MARC-S 256.61; MATHESON-LINWELD-S 169.75; MATTERPORT-S 3643.00; MC CHAMBER-S 740.00; MC GAZETTE-SC 1723.40; MC HUMANE SOCIETY-S 3555.71; MPPD-SC 3548.09; MPS-SC 600.00; MC NET-SC 121.40; MEAD-S 2658.23; MEDICARE PS 7925.06; MELLEN & ASSOC-S 1108.95; MERCHANT SRVS-SC 1077.02; R. METCALF-SC 26.39; MICHAEL TODD & CO-S 427.31; MICROMARKETING-S 3056.85; MIDAMERICA BOOKS-S 434.50; MIDLANDS TOXI-SC 70.00; MIDWEST CONNECT-S 100.94; MIDWEST LABS-SC 60.00; MIDWEST TURF & IRR-S 146.34; MILCO-SC 1735.50; MILLER AND ASSOC-S 9743.50; MNB-SC 171368.73; MODERN FABRICARE-S 48.00; MOTOROLA-S 867.24; MOUSEL, BROOKS, SCHNEIDER, MUSTION-SC 8244.90; MPCC-SC 140.00; MOTION PICTURE LICENSING-S 263.02; J. MUHELNKAMP-SC 310.96; MUNICIPAL CHEMICAL-S 1200.00; MUNICIPAL SUPPLY-S 49781.50; MUTUAL OF OMAHA-SC 1077.16; MYERS CON-CO 47364.68; NDEQ-SC 650.00; NE DEPT HEALTH LABS-SC 1233.00; NE DEPT OF HHS-SC 28.75; NE DEPT REVENUE-SC 18031.17; NE TRUCK CENTER-S 4994.28; NEBRASKA LAND TIRE-S 2649.27; NEUBERT AERO-S 867.20; NEW FRONTIER AG-S 100.00; NEXT GEN-SC 97862.57; NICK'S DIST-S 2267.63; NEBRASKA MACHINERY-S 354.91; NORTH PLATTE MON-S 250.00; NORTHERN SAFET & IND'L-S 51.18; NPPD-SC 43415.48; O'REILLY-S 28.94; ONE CALL CONCEPTS-SC 156.14; PAPER TIGER SHREDDING-S 90.00; PARDE ELEC-S 140.00; PAULSEN INC-S 3048.16; PFM FINANCIAL-SC 15000.00; PLATTE VALLEY COMM-S 310.00; POAN-SC 450.00; POPULAR SUBSCRIPTION-S 1441.47; POWERPLAN-S 663.62; PRAISE WINDOWS-S 820.00; QUADIENT-SC 1000.00; QUICK MED-SC 4074.97; QUILL-S 1350.37; RAVENSWOOD ELEC-S 5266.16; RED WILLOW AVIATION-S 2084.15; S RENNER-SC 31.98; RUGGLES TRAILER-S 140.00; S&S TIRE-S 725.84; SANDRY FIRE-S 318.75, CO 2104.48; N. SCHNEIDER-SC 50.00; MSCHOENEMANN-SC 28.36; SEHNERT'S-SC 53.25; SHARP CONST-S 5822.60, CO 3387.00;

B. SIEGFRIED-SC 77.28; SIRCHIE FINGER PRINT-S 341.59; J. SMITH-SC 204.16; SOLID WASTE ASSOC-SC 223.00; SOUTHWEST FARM & AUTO-S 2803.81; STRAIGHT ALIGN-SC 112.00; STRYKER-S 132.09; SUNSHINE IND-S 403.20; SWANSON SIGN CO-SC 105.00; T & K VENTURES-SC 13000.00; T.O. HAAS-S 1153.34; TASTE OF HOME-S 192.50; TELEFLEX-S 22.50; TERRY'S AUTO REPAIR-S 24.50; TITAN MACHINERY-S 1145.09; TJADEN WELDING-S 765.00; TK ELEVATOR-SC 338.01; TOTAL TURF-S 219.87; TYLER TECH-SC 130.00; UMR-SC 246906.05; USPS-SC 1372.18; US FOODS-S 2258.99; USA BLUEBOOK-S 1732.79; UTILTIY REFUND-56.37; VAN DIEST SUPPLY-S 19057.77; VERATHON-SC 16094.00; VERIZON-SC 2157.64; VK ELECTRONICS-SC 2650.00; VOLZ-S 1133.37; WAGNER CHEVY-S 54.88; WAGNER FORD-S 2479.97; WALMART-S 1244.78; WATCHGUARD VIDEO-S 3040.00, SC 7000.00; WEATHERCRAFT-S 169.00, SC 9762.96, CO 3947.04; WEAVER BROS-S 2400.00; G. WEEDIN-SC 310.96; WESTSIDE WELDING-S 46.25; WPCI-SC 29.50; ZOLL-S 1263.00.

-s- Lea Ann Doak  
City Clerk

Publish: October 21, 2021

**CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 CITY COUNCIL MEETING**

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**ITEM:**          **3.1.**  

**RECOMMENDATION:**

Ratify the Mayor's appointments to the:

- Building and Housing Code Advisory and Appeals Board - reappoint Steve Walters and Aaron Peterson - terms expire September 2025

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**BACKGROUND:**

The appointees have been contacted and they are willing to serve another term on this board.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

October 27, 2021

## BUILDING AND HOUSING CODE ADVISORY AND APPEALS BOARD

BRETT SCHMIDT  
512 Airport Rd  
Appointed - October 2020 (replaced Gary Wiemers) 340-6216 (C)  
Term Expires - September 2024  
[Brett@alloisp.com](mailto:Brett@alloisp.com)  
(Citizen)

STEVE WALTERS  
#3 Brassie Drive 345-2644 (H)  
Appointed - April 2012 (Replaced Jerry Reitz) 340-0342 (C)  
Reappointed - November 2021  
Term Expires - September 2025  
[sdwalter@q.com](mailto:sdwalter@q.com)  
(Plumber)

JON STEWART 345-5243 (O)  
409 N Cherokee Drive 345-1667 (H)  
Appointed - October 2020 (Replaced Steve Lyne)  
Term Expires - September 2024  
[doenuts@gmail.com](mailto:doenuts@gmail.com)  
(Qualified to do mechanical work)

AARON PETERSON 340-9959 (C)  
PO Box 99 345-2370 (O)  
Appointed - April 2017 (Replaced Kathy Lester)  
Reappointed - November 21  
Term Expires - September 2025  
[aaron@wdesignea.com](mailto:aaron@wdesignea.com)  
(Engineer, Architect, or building designer)

PAUL GOODENBERGER\* 345-6750 (H)  
205 Seminole Drive 340-0271 (C)  
Appointed - September 2009  
Reappointed - October 2020  
Term Expires - September 2024  
[paulg@mccookcontracting.com](mailto:paulg@mccookcontracting.com)  
(Contractor)

\*Denotes Chairperson  
4 yr. terms

**CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 MCCOOK CITY COUNCIL MEETING**

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**ITEM 4.A.**

Authorize City of McCook staff to distribute the Interlocal Agreement Establishing the Southwest Nebraska Municipal Land Bank to other potential members for their review, comments, and suggestions.

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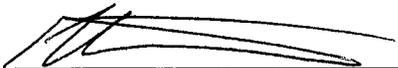
**BACKGROUND:**

The McCook City Council has reviewed a proposed Interlocal Agreement Establishing the Southwest Nebraska Municipal Land Bank prepared by McCook City Attorney, Nathaniel Mustion, and Indianola/Cambridge City Attorney, Lisa Shifflet. The City Council is now being asked to authorize the dissemination of the agreement to potential land bank partners for their review, comments, and suggestions.

**APPROVALS:**

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

October 27, 2021

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

October 27, 2021

INTERLOCAL AGREEMENT ESTABLISHING THE  
SOUTHWEST NEBRASKA MUNICIPAL  
LAND BANK

EFFECTIVE the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

INTERLOCAL AGREEMENT  
ESTABLISHING THE SOUTHWEST  
NEBRASKA MUNICIPAL LAND BANK

This Interlocal Agreement Establishing the Southwest Nebraska Municipal Land Bank, dated and effective the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, (hereafter the "Agreement") is made and entered into by the municipalities that are parties to this Agreement (collectively, the "Member Municipalities") identified herein in Section 1.10 and Section 8, and as may be from time to time amended.

RECITALS

WHEREAS, each of the Member Municipalities is a city of the first class, city of the second class, or village in the State of Nebraska, a municipality within the meaning of the Nebraska Municipal Land Bank Act, Neb. Rev. Stat. §§ 18-3401 to 18-3418 (the "Land Bank Act") and a public agency within the meaning of the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827 (the "Interlocal Cooperation Act" and together with the Land Bank Act, the "Acts");

WHEREAS, vacant, abandoned, and tax-delinquent properties represent lost revenue to municipalities and large costs associated with demolition, safety hazards, and the deterioration of neighborhoods;

WHEREAS, there is an overriding public need to confront the problems caused by vacant, abandoned, and tax-delinquent properties through the creation of tools to turn vacant spaces into vibrant places;

WHEREAS, land banks are one of the tools that can be utilized by municipalities to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use;

WHEREAS, the purpose of the Land Bank Act is to permit Nebraska municipalities to address the public need to confront the problems caused by vacant, abandoned, and tax-delinquent properties through the use of land banks by municipalities to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use;

WHEREAS, the Land Bank Act authorizes two or more municipalities to enter into an agreement under the Interlocal Cooperation Act to create a single land bank to act on behalf of such municipalities;

WHEREAS, pursuant to the Interlocal Cooperation Act, any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Nebraska may be exercised jointly with any other public agency of the State of Nebraska;

WHEREAS, each of the Member Municipalities desires to enter into this Agreement under the authority contained in the Acts to provide for the creation and organization of the Southwest Nebraska Municipal Land Bank (the "Land Bank") as a separate legal entity, a public body corporate and politic of the State of Nebraska, and an instrumentality of the Member Municipalities under the provisions of the Acts to accomplish their joint and cooperative action, and to provide for delegation to the Land Bank of certain common powers of the Member Municipalities and the exercise by the Land Bank of the powers conferred by the Acts.

Now, for and in consideration of the terms and provisions of this Agreement and the mutual obligations and undertakings of the Member Municipalities contained in this Agreement, the Member Municipalities hereby agree as follows:

**Section 1. Definitions**

1.1. "Acts" means, collectively, the Land Bank Act and the Interlocal Cooperation Act.

- 1.2. "Additional Member Municipality" means any Municipality that becomes a party to this Agreement and a member of the Land Bank as provided in Section 8.
- 1.3. "Administrative and General Costs" means the administrative and general costs and expenses of the Land Bank, including if applicable, salaries, wages and benefits, costs of management and administration, costs of preparation of the annual budget and financial statements required by Section 6, and any other costs and expenses relating to the general organization, management, and administration of the Land Bank, all to the extent not allocable to any Project as determined by the Board.
- 1.4. "Agreement" means this Interlocal Cooperation Agreement entitled "Interlocal Agreement Establishing the Southwest Nebraska Municipal Land Bank" as dated above, and as it may be amended or supplemented from time to time in accordance with its terms.
- 1.5. "Board" means the Board of the Land Bank established under Section 5, consisting of an odd number of voting members equal to or exceeding seven.
- 1.6. "Bylaws" means the Bylaws of the Land Bank, if applicable.
- 1.7. "Effective Date" means the date on which this Agreement shall be fully effective, which shall be the date, following the approval and execution of this Agreement by two of the Initial Member Municipalities, as first written above.
- 1.8. "Eligible Municipality" means a city or village in the State of Nebraska, other than a city of the metropolitan class or a city of the primary class.
- 1.9. "General Fund" means the fund established under Section 6.1.
- 1.10. "Initial Member Municipalities" means the following Eligible Municipalities:
  - 1.10.1. McCook
- 1.11. "Interlocal Cooperation Act" means the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827, as amended from time to time.
- 1.12. "Land Bank" means the Southwest Nebraska Municipal Land Bank, a separate legal entity and a public body corporate and politic and political subdivision of the State of Nebraska organized and existing under the provisions of the Acts and this Agreement.
- 1.13. "Land Bank Act" means the Nebraska Municipal Land Bank Act, Neb. Rev. Stat. §§ 18-3401 to 18-3418, as amended from time to time.
- 1.14. "Member Municipalities" means, collectively, the Initial Member Municipalities and any Additional Member Municipalities.
- 1.15. "Member Municipality Funds" means, collectively, the individual funds established for each of the Member Municipalities under Section 6.3.
- 1.16. "Member Municipality Percentage" means the percentage of population an individual Member Municipality is of the overall population base of the Member Municipalities of the Land Bank. The populations used for the calculation will be the Member Municipality's population published in the United States Census Bureau's 2020 Census. By way of example, if the overall population base of the Land Bank is 100,000 and an individual member Municipality has a population of 10,000, that Member Municipality's "Member Municipality Percentage" would be 10%.

- 1.17. "Membership Fees" means the initial and annual fees that Membership Municipalities pay under Section 6.2 for being a member of the Land Bank.
- 1.18. "Nuisance Abatement Officer" means the person(s) responsible for coordinating nuisance abatement within the Member Municipalities. This can include Member Municipality's problem resolution teams or any other agent designated by the Member Municipalities.
- 1.19. "Program" means the acquisition, rehabilitation, demolition, development, construction, reconstruction, renovation, relocation, and other improvements in Real Property or rights therein, including the undertaking and financing of one or more Projects, and related services and functions which are necessary or desirable to the Member Municipalities for the purpose of returning vacant, abandoned, and tax-delinquent properties to productive use, all of which shall be undertaken by the Land Bank as the instrumentality of the Member Municipalities as provided in this Agreement.
- 1.20. "Project" means any undertaking of the Land Bank to design, develop, construct, demolish, reconstruct, rehabilitate, renovate, relocate, or otherwise improve specific Real Property or rights and interests in Real Property.
- 1.21. "Project Agreement" means a contract under which the Land Bank provides services consistent with the Program to a Member Municipality or a Project Participant. Reference to a Project Agreement includes any amendments or supplements to such agreement.
- 1.22. "Project Committee" means a committee of Project Participants described in Section 7.4.
- 1.23. "Project Costs" means all costs incurred or payable by the Land Bank in connection with a Project, including all Project development costs, operating expenses, debt service, and all other costs relating to a Project, as determined by the Board.
- 1.24. "Project Participants" means the Member Municipalities and any other parties that participate in a Project with the Land Bank.
- 1.25. "Project Property" means the Real Property involved in a Project.
- 1.26. "Real Property" means any of the following within a Member Municipality's jurisdictional boundaries: land, land under water, structures, and any and all easements, air rights, franchises, and incorporeal hereditaments and every estate and right therein, legal or equitable, including terms for years and liens by way of judgment, mortgage, or otherwise, and any and all fixtures and improvements located thereon. For this purpose, a Member Municipality's jurisdictional boundaries do not include its extraterritorial zoning jurisdiction.

## **Section 2. Findings and Determinations; Purpose of and Authority for this Agreement**

- 2.1. Findings, Determinations. Each of the Member Municipalities hereby finds, determines, and declares that:
  - 2.1.1. Addressing vacant, abandoned, and tax-delinquent properties through the Land Bank is appropriate for the accomplishment of the governmental purposes of the Member Municipalities;
  - 2.1.2. Land Banks are a tool that facilitates the return of vacant, abandoned, and tax delinquent properties to productive use;
  - 2.1.3. It is appropriate, desirable, and in the best interest of the Member Municipality to enter into this Agreement and to provide for the joint and cooperative action and organization of the Land Bank for the purposes provided herein; and

- 2.1.4. Subject to the specific limitations of the Land Bank Act, the Land Bank in the exercise of the powers delegated to it under this Agreement and as set forth in the Interlocal Cooperation Act shall be performing essential government functions as a "joint entity" under the Interlocal Cooperation Act and as an agency, instrumentality, and constituted authority of the Member Municipalities.
- 2.2. Purpose. The purpose of this Agreement is to set forth the agreement of the Member Municipalities for their joint and cooperative action with respect to the Program; and to provide for the creation and organization of the Land Bank under the Acts to undertake and give effect to the Program. Each of the Member Municipalities hereby declares and agrees that the purposes of this Agreement are appropriate, desirable, and reasonable.
- 2.3. Authority. This Agreement is entered into under authority conferred by the Acts and the laws of the State of Nebraska.

### **Section 3. Creation and Organization of the Land Bank**

- 3.1. Creation and Organization. Under the authority contained in the Acts, the Member Municipalities hereby create and organize the Land Bank as a separate legal entity and a joint entity under the Interlocal Cooperation Act, and as a public body corporate and politic of the State of Nebraska to accomplish their joint and cooperative action with respect to the Program, all under the terms, provisions, and limitations in this Agreement.
- 3.2. Name. The name of the Land Bank shall be the Southwest Nebraska Municipal Land Bank.
- 3.3. Principal Place of Business. The Land Bank's principal place of business shall be 101 West C Street, McCook, Nebraska.
- 3.4. Management. The management of the affairs of the Land Bank will be vested in the Board and the Member Municipalities, as provided in the Acts, this Agreement, and the Bylaws.
- 3.5. Fiscal Year. The fiscal year of the Land Bank shall be the twelve month period ending on September 30.
- 3.6. Duration. The Land Bank shall have permanent and perpetual duration until terminated and dissolved according to Section 9.1 and the Land Bank Act.
- 3.7. Manner of Financing. The activities of the Land Bank shall be financed through contributions from its Member Municipalities, funding through grants and loans from any public or private source; property taxes received under the Land Bank Act; consideration for disposition of real and personal property; rents and leasehold payments; proceeds from insurance; income from investments; payments for services rendered; and any other asset or activity permitted by law.

### **Section 4. Purposes and Powers of the Land Bank**

- 4.1. Purpose. The purpose of the Land Bank is to implement and give effect to the Program for the benefit of the Member Municipalities. Each of the Member Municipalities declares, acknowledges, and agrees that, in carrying out the Program, the Land Bank will be exercising powers for and on behalf of the Member Municipalities as their instrumentality.
- 4.2. Powers. In furtherance of the Program, the Land Bank shall have the power to engage in any and all lawful acts and activities concerning the acquisition, rehabilitation, demolition, development, construction, reconstruction, renovation, relocation, and other improvements in Real Property or rights therein, as and to the same extent that such power is possessed and capable of exercise by

any of the Member Municipalities under applicable law. The powers so conferred upon and delegated to the Land Bank shall include the power:

- 4.2.1. To acquire Real Property or interests in Real Property by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise, using such methods and on such terms and conditions the Land Bank considers proper;
- 4.2.2. To receive Real Property or interests in Real Property by transfer from a political subdivision, on such terms and conditions and according to the procedures determined by the political subdivision and the Land Bank;
- 4.2.3. By resolution of the Board, to discharge and extinguish any and all liens or claims for real property taxes or special assessments owed to any political subdivision of the State of Nebraska with respect to Real Property acquired by the Land Bank, except that no lien or claim represented by a tax sale certificate held by a private third party shall be extinguished or discharged;
- 4.2.4. To bid on Real Property at any sale of the same for nonpayment of taxes or in connection with foreclosure, pursuant the applicable terms of the Land Bank Act.
- 4.2.5. To adopt, amend, and repeal Bylaws for the regulation of its affairs and the conduct of its business;
- 4.2.6. To contract with and/or employ such agents and employees, permanent or temporary, as it may require, and determine the qualifications and fix the compensation and benefits of such persons;
- 4.2.7. To sue and be sued in its own name and plead and be impleaded in all civil actions;
- 4.2.8. To borrow money from private lenders, from municipalities, from the State of Nebraska, or from federal government funds as may be necessary for the operation and work of the Land Bank;
- 4.2.9. To procure insurance or guarantees from the State of Nebraska or federal government of the payments of any debts or parts thereof incurred by the Land Bank and to pay premiums in connection therewith;
- 4.2.10. To enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers, including, but not limited to, agreements under the Interlocal Cooperation Act for the joint administration of multiple land banks or the joint exercise of powers under the Nebraska Municipal Land Bank Act;
- 4.2.11. To enter into contracts and other instruments necessary, incidental, or convenient to the performance of functions by the Land Bank on behalf of Member Municipalities or agencies or departments of Member Municipalities, or the performance by Member Municipalities or agencies or departments of Member Municipalities of functions on behalf of the Land Bank;
- 4.2.12. To make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the Land Bank;
- 4.2.13. To provide foreclosure prevention counseling and re-housing assistance;
- 4.2.14. To procure insurance against losses in connection with the Real Property, assets, or activities of the Land Bank;

- 4.2.15. To invest money of the Land Bank, at the discretion of the Board, in instruments, obligations, securities, or property determined proper by the Board and name and use depositories for its money, except that a Land Bank shall not invest its money in any instrument, obligation, security, or property in which a direct or indirect interest is held by a voting member or non-voting member of the Board or an employee of the Land Bank, by a Board member's or an employee's immediate family, or by a business or entity in which a Board member or an employee has a financial interest;
  - 4.2.16. To enter into contracts for the management of, the collection of rent from, or the sale of Real Property of the Land Bank;
  - 4.2.17. To design, develop, construct, demolish, reconstruct, rehabilitate, renovate, relocate, and otherwise improve Real Property or rights or interests in Real Property of the Land Bank;
  - 4.2.18. To fix, charge, and collect fees and charges for services provided by the Land Bank;
  - 4.2.19. To fix, charge, and collect rents and leasehold payments for the use of Real Property of the Land Bank for a period not to exceed twelve months, except that such twelve month limitation shall not apply if the Real Property of the Land Bank is subject to a lease with a remaining term of more than twelve months at the time such Real Property is acquired by the Land Bank;
  - 4.2.20. To grant or acquire a license, easement, lease, as lessor and as lessee, or option with respect to Real Property of the Land Bank;
  - 4.2.21. To enter into partnerships, joint ventures, and other collaborative relationships with municipalities and other public and private entities for the ownership, management, development, and disposition of Real Property, provided that the Land Bank shall not enter into an agreement with any nonprofit corporation or other private entity for the purpose of temporarily holding Real Property for such nonprofit corporation or private entity, except for such agreements not exceeding one year for the purpose of providing clear title to such property; and
  - 4.2.22. To do all other things necessary or convenient to achieve the objectives and purposes of the Land Bank or other laws that relate to the purposes and responsibilities of the Land Bank.
- 4.3. All the powers of the Land Bank shall be exercised by or under the control, supervision and direction of the Board. The foregoing enumeration of powers shall not be construed as limitation on the powers of Land Bank, and the Land Bank shall have the ability to exercise all other powers necessary or desirable to the accomplishment of its purposes. The foregoing delegation of powers to the Land Bank is non-exclusive; the exercise of any or all of these powers by the Land Bank shall not preclude any Member Municipality from contemporaneously exercising the same or similar powers, provided that the Member Municipality has such powers independent of the Land Bank.
- 4.4. Specific Limitations. In addition to limitations set forth elsewhere in this Agreement, and pursuant to the Land Bank Act, the Land Bank shall not:
- 4.4.1. Have the power to issue negotiable revenue bonds and notes;
  - 4.4.2. Possess or exercise the power of eminent domain;
  - 4.4.3. Have the authority to levy property taxes; or
  - 4.4.4. Receive property tax revenue from a political subdivision under an agreement entered into under the Joint Public Agency Act.
- 4.4. General Limitations. In addition to the limitations and restrictions contained elsewhere in this Agreement, this Agreement is not intended to, and shall not be construed or interpreted to,

expand or increase in any manner the powers, duties, and authority of any Member Municipality under the Acts or other applicable law.

#### **Section 5. Board**

- 5.1. Initial Board. The initial individuals to serve as voting and non-voting members of the Board and the terms for which they are to serve are set forth in Exhibit A, attached hereto and incorporated fully herein by reference.
- 5.2. Subsequent Board Members. Subsequent voting members and non-voting members of the Board shall be chosen as provided in the Bylaws.
- 5.3. Qualifications of Voting Members. Each voting member of the Board must be a resident of one of the Member Municipalities. A voting member of the Board may, but need not be, a public official or employee.
- 5.4. Skills, Knowledge, and Expertise of Voting Members. Collectively, the voting members of the Board must have verifiable skills, expertise, and knowledge in market-rate and affordable residential, commercial, industrial, and mixed-use real estate development, financing, law, purchasing and sales, asset management, economic and community development, and the acquisition of tax sale certificates.
- 5.5. Representation and Experience. The voting members of the Board shall include the following:
  - 5.5.1. At least one individual representing a chamber of commerce;
  - 5.5.2. At least one individual with experience in banking;
  - 5.5.3. At least one individual with experience in real estate development;
  - 5.5.4. At least one individual with experience as a realtor;
  - 5.5.5. At least one individual with experience in nonprofit or affordable housing; and
  - 5.5.6. At least one individual with experience in large-scale residential or commercial property rental. A single voting member may satisfy more than one of the requirements in this Section if he or she has the required qualifications. It is not necessary that there be a different member to fulfill each such requirement.
- 5.6. No Compensation. The voting and non-voting members of the Board shall serve without compensation.
- 5.7. Officers. The voting members of the Board shall select annually from among themselves a chairperson, a vice-chairperson, a treasurer, and such other officers as the Board may determine, as provided in the Bylaws.
- 5.8. Resignation, Removal, Vacancies. Voting and non-voting members of the Board and officers of the Land Bank may resign or be removed as provided in the Bylaws. Vacancies shall be filled in the same manner as the original appointment, as provided in the Bylaws.

#### **Section 6. General Fund; Member Municipality Membership Fees; Member Municipality Funds; Allocation and Collection of Costs; Annual Budget; Audit**

- 6.1. General Fund. There is hereby established a General Fund consisting of the initial contributions and Membership Fees shown on Exhibit B, attached hereto and incorporated fully herein by reference. Except as otherwise provided by a Project Agreement or restrictions placed on a

contribution, all future contributions, Membership Fees and revenue received by the Land Bank shall initially be held in the General Fund. The General Fund shall be used for Administrative and General Costs. After accounting for Administrative and General Costs, all proceeds held in the General Fund shall be allocated amongst the Member Municipality Funds according to the percentages set forth in Exhibit C, attached hereto and incorporated fully herein by reference. Administrative and General Costs shall be apportioned to the Member Municipality's Member

- 6.2. Member Municipality Membership Fees. Each Member Municipality shall be assessed a fee upon becoming a member of the Land Bank and yearly thereafter. The amount of the fees shall be determined on a per capita basis and shall be set by the Board. By way of example: If the Board set the fee at \$10.00 per capita, a Member Municipality with a population of 1,000 would pay a membership fee of \$10,000.00.
- 6.3. Member Municipality Funds. There are hereby established individual funds for each of the Member Municipalities. Said funds shall be used for Project Costs on Projects within the Member Municipality's corporate limits.
  - 6.3.1. Administrative and General Costs shall be paid from the General Fund. Alternatively, the Land Bank may allocate Administrative and General Costs among the Member Municipalities in the percentages set forth in Exhibit D. Any costs so allocated shall be billed to the Member Municipalities not more frequently than monthly.
  - 6.3.2. Unless otherwise provided in the Project Agreement, Project Costs of each Project shall be allocated solely to the Project Participants participating in that Project, and billed not more frequently than monthly.
  - 6.3.3. Project Costs shall not exceed the sum of money held in the participating Member's Municipality Fund unless alternative funding for the Project has been arranged and unanimously approved by the Board.
- 6.4. Annual Budget. The Land Bank shall prepare an annual budget of Administrative and General Costs and shall prepare a separate annual budget of the Project Costs for each Project. The annual budget of Administrative and General Costs and the annual budgets of Project Costs shall be consolidated into a comprehensive budget that reflects all of the Land Bank's activities.
- 6.5. Audit. At the discretion of the Board, the financial records and activities of the Land Bank may be audited by an independent certified public accountant at the close of each fiscal year.
- 6.6. Reports. The Land Bank shall make and file such financial and other reports as shall be required by law, including but not limited to: monthly reports to the member municipalities, and annual reports by March 1 of each year to the member municipalities, Speaker of the Legislature, Chairperson of the Executive Board of the Legislative Council, the Revenue Committee of the Legislature, and the Urban Affairs Committee, pursuant to Neb. Rev. Stat. 18-3413.

## **Section 7. Projects; Project Participants; Project Committees**

- 7.1. Projects. Each Project shall be initiated by a Member Municipality's Nuisance Abatement Officer identifying a Project within its corporate boundaries and filling out an application with the Land Bank for the Project. Once the Land Bank receives an application, it will generate a Project Agreement for the Project. The Project Agreement will then be sent to the Member Municipality's City Council or Village Board for approval. If the City Council or Village Board approves the Project Agreement, they shall forward the approved Project Agreement back to the

Land Bank where it will be voted on by the Board. The Board should not unreasonably withhold approval of a Project Agreement. Each Project shall be governed by a Project Agreement with the Land Bank.

- 7.2. Outside Project Participants. Any public or private person authorized by law to participate in a Project may become a Project Participant under a Project Agreement with the Land Bank. The Board must approve and accept any Project Participant that is not a Member Municipality by the affirmative vote of at least two-thirds the total number of voting members of the Board then serving. Project Participants who are not Member Municipalities of the Land Bank shall not have the right to participate in the selection, election, and approval of voting or non-voting members of the Board, but may, at the discretion of the Board, be represented on a Project Management Committee. The Project Agreement may, in the discretion of the Board, require each non-Member Municipality Project Participant to pay a portion of the Land Bank's Administrative and General Costs, and in such event shall specify how such payments offset the Administrative and General Costs otherwise allocated to Member Municipalities according to its Member Municipality Percentage.
- 7.3. Project Agreements. Each Project Agreement shall provide for the scope and execution of the Project, the composition and selection of the Project Committee (if any), allocation of Project Costs and responsibilities of the Project among Project Participants, and contain such provisions relating to termination of the Project as necessary or appropriate to dispose of the Project Property upon termination.
- 7.4. Project Committee. In the Board's discretion, a separate Project Committee may be established for any Project in order to provide the Project Participants with direct representation and voting rights with respect to such Project.
  - 7.4.1. The Member Municipalities intend that the Board shall consider the particular concerns and objectives of each Project Committee with respect to the Project governed by that committee; and the Board, in its discretion, may act upon and in furtherance of the recommendations of each such Project Committee with respect to the Project they govern.
  - 7.4.2. Except for those matters described in Section 7.5, if the Board disapproves of a decision of a Project Committee, it shall state its reasons and refer the matter back to the Project Committee for further consideration.
  - 7.4.3. Unless otherwise provided in the Project Agreement, voting on Project Committees shall be by a majority vote of the representatives of the Project Participants, with each Project Participant entitled to one vote.
  - 7.4.4. In the event a Project Committee is unable to reach a decision on any matter, the matter shall be referred to the Board for resolution.
- 7.5. Authority Reserved to Board. All decisions shall be made solely by the Board without regard to any decision by a Project Committee, including but not limited to:
  - 7.5.1. Decisions on all matters relating or not relating to any Project or relating to more than one Project;
  - 7.5.2. Organizational and membership matters including matters relating to this Agreement and the Bylaws;
  - 7.5.3. Legal matters, including any litigation to which the Land Bank is a party;
  - 7.5.4. Financial and accounting matters, including risk management policies and decisions;

- 7.5.5. General and administrative matters relating to the Land Bank, including the approval of the Land Bank's annual budget and Administrative and General Costs, and employment matters.

### **Section 8. Additional Member Municipalities**

- 8.1. Additional Member Municipalities Permitted. One or more Eligible Municipalities may become Additional Member Municipalities of the Land Bank in accordance with this Section 8.
- 8.2. Admission of Additional Member Municipalities. Any Eligible Municipality may become a Member Municipality of the Land Bank upon satisfaction of the following conditions:
- 8.2.1. This Agreement is duly authorized and approved by appropriate action of the governing body of such Eligible Municipality and the appropriate officers of such Eligible Municipality duly execute a supplement to or counterpart of this Agreement;
- 8.2.2. Such Eligible Municipality is approved and accepted as an Additional Member Municipality of the Land Bank by the affirmative vote of at least two-thirds of the total number of voting members of the Board;
- 8.2.3. Any additional voting members of the Board must be approved by the chief executive officers of each Member Municipality and confirmed by a two-thirds vote of the Member Municipalities; and
- 8.2.4. Such Eligible Municipality delivers to the Land Bank's officers certificates and opinions of legal counsel reasonably necessary to establish the matters addressed in Section 8.2.1, and all other required filings, submittals, approvals, consents, and permits that may be required by the Acts or other applicable law prior to the full effectiveness of this Agreement with respect to the Additional Member Municipality.
- 8.3. Effect of Joinder. Any Eligible Municipality which becomes a Member Municipality in accordance with the foregoing provisions shall be bound by the terms and conditions of this Agreement.

### **Section 9. Dissolution**

- 9.1. Complete Termination and Dissolution. This Agreement shall be effective from and after the Effective Date and shall continue in full force and effect until such time as all of the Member Municipalities elect to dissolve the Land Bank.
- 9.1.1. The Member Municipalities may elect to dissolve the Land Bank in accordance with this Section only if each of the following conditions are met:
- 9.1.1.1. No Project Agreement is then in effect between the Land Bank and any other party;
- 9.1.1.2. The Land Bank either will not receive any additional property taxes with respect to Real Property conveyed by the Land Bank, or the Board by resolution has elected not to receive such taxes, and has notified the treasurer of the county in which the property is located by filing a copy of the resolution with such treasurer; and
- 9.1.1.3. A majority of the members of the governing body of each Member Municipality has approved the dissolution and has provided notice as required by the Land Bank Act.
- 9.1.2. Upon dissolution, the affairs of the Land Bank shall be wound up and its obligations discharged. Any funds or assets of the Land Bank not distributed or allocated in accordance with the provisions of a Project Agreement shall be distributed to the Land Bank's Member

Municipalities at the time of dissolution, with each Member Municipality receiving the Real Property within its jurisdictional boundaries, and with any remaining funds or assets distributed equally between Member Municipalities, provided that the Member Municipalities shall have the right at any time to agree unanimously on any other method of distribution.

- 9.2. Partial Termination by Withdrawal. Any Member Municipality may withdraw from this Agreement and terminate its membership in the Land Bank by providing no less than sixty days' written notice of such withdrawal to the Land Bank, if all of the following conditions are met:
- 9.2.1. No Project Agreement between the Member Municipality and the Land Bank is then in effect, and the Member Municipality is not a Project Participant in any Project;
  - 9.2.2. The Member Municipality is not in default of any of its obligations under this Agreement or any agreement or contract with the Land Bank;
  - 9.2.3. The Land Bank does not currently own any Real Property within the Member Municipality's jurisdictional boundaries;
  - 9.2.4. The Land Bank does not currently receive any real property taxes collected on Real Property within the Member Municipality's jurisdictional boundaries;
  - 9.2.5. The withdrawing Member Municipality's governing body gave sixty calendar days' advance written notice of the withdrawal by publishing notice in a newspaper of general circulation within the withdrawing Member Municipality; and
  - 9.2.6. After the sixty-day period in Section 9.2.5 has elapsed, a majority of the members of the governing body of the withdrawing Member Municipality approves the withdrawal. The Member Municipality's withdrawal becomes effective upon satisfaction of all of the conditions set forth in this Section. The Board will determine, in its sole discretion, the personal property, money, or other assets, which shall become the property of the withdrawing Member Municipality, and will convey such property, money, or assets to the withdrawn Member Municipality within 60 days following the effective date of withdrawal.

## Section 10. Miscellaneous

- 10.1. Limitations on Liability. The obligations of any Member Municipality to make payments to the Land Bank are limited by the terms of this Agreement, the Bylaws, any Project Agreement to which the Member Municipality is a party, the Land Bank Act, and other contracts entered into between the Land Bank and the Member Municipality. Except as provided under such documents and agreements, none of the Member Municipalities, voting or non-voting members of the Board, Land Bank officers or employees, or Member Municipality officers, officials, employees or governing body members, officers, officials or employees shall be subject to or in any way liable for any debt or contract entered into or any obligation or liability incurred by the Land Bank under this Agreement, the Program, or any Project. The rights of the Land Bank's creditors shall be solely against the Land Bank.
- 10.2. Privileges and Immunities. The privileges and immunities enjoyed by the Member Municipalities of the Land Bank by reason of their governmental and public status shall inure to the Land Bank and voting members of the Board.
- 10.3. Amendments to this Agreement. This Agreement may be amended only by a written instrument, specifically denominated as an amendment to this Agreement, duly approved and executed by each of the Member Municipalities, which amendment shall be effective only after execution by all Member Municipalities.

- 10.4. Governing Law and Construction. This Agreement is made under and shall be subject to and construed in accordance with the laws of the State of Nebraska, particularly the Acts. The rule of construction to be followed in the event of a conflict between provisions of various clauses is the one which favors the Agreement as in compliance with the Acts, and this rule governs over any other interpretations. Except where context otherwise requires, words importing the singular number include the plural number and vice versa; the term "person" includes any of the Member Municipalities, individuals, corporations, firms, associations, trusts, and federal, state, and local governments and agencies; and the term "include" and its derivations are not limiting.
- 10.5. Jurisdiction and Venue. The District Court of Red Willow County, Nebraska is the agreed jurisdiction and venue for any disputes arising from or related to this Agreement.
- 10.6. Counterparts. This Agreement and any amendment hereto may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 10.7. Open Meetings and Public Records. The Land Bank is subject to the Nebraska Open Meetings Act (Neb.Rev.Stat. 84-1407 et. seq.) and Nebraska Public Records Act (Neb.Rev.Stat. 84-712 et. seq.).

[SIGNATURE PAGE TO FOLLOW]

WITNESS WHEREOF, the Member Municipalities have each caused this Agreement to be executed as of the date first written above.

INTERLOCAL AGREEMENT PROVIDING  
FOR THE SOUTHWEST NEBRASKA  
MUNICIPAL LAND BANK

EXHIBIT A  
Initial Board

1. Initial Voting Board Members. The following individuals shall serve as the initial voting members of the Land Bank's Board, and shall serve for the terms indicated:

[Insert name] - Term ending [insert date]

2. Initial Non-Voting Board Members. The following individuals shall serve as the initial non-voting members of the Land Bank's Board, and shall serve for the terms indicated:

[Insert name] - Term ending [insert date]

INTERLOCAL AGREEMENT PROVIDING  
FOR THE SOUTHWEST NEBRASKA  
MUNICIPAL LAND BANK

EXHIBIT B  
Initial General Fund Contributions

The General Fund shall initially consist of the following amounts:

Contributor	Amount
[Insert name]	[Insert amount] [Insert name]

INTERLOCAL AGREEMENT PROVIDING  
FOR THE SOUTHWEST NEBRASKA  
MUNICIPAL LAND BANK

EXHIBIT C

Administrative and General Cost

Allocation Effective as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

As contemplated under Section 6.2.1 of the Agreement, Administrative and General Costs shall be allocated among the Member Municipalities as follows:

Member Municipality  
[Insert name]

Percentage City  
[Insert percentage]

INTERLOCAL AGREEMENT PROVIDING  
FOR THE SOUTHWEST NEBRASKA  
MUNICIPAL LAND BANK

EXHIBIT D

Member Municipality Percentage

The percentage of population an individual Member Municipality is of the overall population base of the Land Bank are as follows:

<u>Member Municipality</u>	<u>Percentage</u>
McCook	100%

**CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 MCCOOK CITY COUNCIL MEETING**

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**ITEM 4.B.**

Direct City of McCook personnel to research the possibility of the future annexation of outlying properties.

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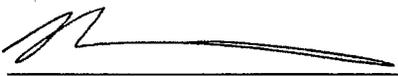
**BACKGROUND:**

The McCook City Council has discussed the possibility of future annexation. Staff is requesting the McCook City Council to direct them to commence reviewing potential properties for annexation.

**APPROVALS:**

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

October 27, 2021

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

October 27, 2021

**CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 CITY COUNCIL MEETING**

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**ITEM: 4.C.**

Consider, under suspension of the rule, Ordinance No. 2021-3033 repealing Section 133.33 - Tobacco; Possession by Minors Unlawful; to harmonize with state law.

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**BACKGROUND:**

Staff has started the process of reviewing the model ordinances prepared by the League of Nebraska Municipalities Codification Service for legislation passed during the 2020 session. LB1064 revised provisions relating to sale and use of tobacco products, electronic nicotine delivery systems, and alternative nicotine products by changing the legal age from 19 to 21. By repealing Section 130.33, tobacco violations will be prosecuted under state law.

Because the ordinance does harmonize with current state law, staff recommends its approval under suspension of the statutory rule required reading on three different days.

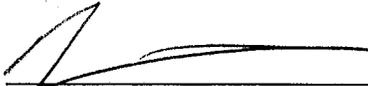
**FISCAL  
IMPACT:** None.

**APPROVALS:**



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

October 27, 2021



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

October 27, 2021

**ORDINANCE NO. 2021-3033**

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING SECTION 130.33 - TOBACCO; POSSESSION BY MINORS UNLAWFUL; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

NO, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA:

Section 1. The City of McCook's Code of Ordinances is hereby revised, repealing Section 130.33 - Tobacco; Possession by Minors Unlawful.

Section 2. Any other ordinance or code section passed and approved prior to passage, approval, and publication or posting of this ordinance and in conflict with its provisions is repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form.

PASSED AND APPROVED this 1<sup>st</sup> day of November, 2021.

\_\_\_\_\_  
Michael D. Gonzales, Mayor

ATTEST:

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

Publish:

**CITY MANAGER'S REPORT  
NOVEMBER 1, 2021 CITY COUNCIL MEETING**

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**ITEM: 4.D.**

**RECOMMENDATION:**

Approve the McCook Area Chamber of Commerce request to use City facilities for a Christmas Celebration on Saturday December 4, 2021 including the use of McCook Ben Nelson Regional Airport for the flying in of Santa Claus at 9:00 a.m.; the use of Norris Park (including electricity) beginning at 4:00 p.m. which will include entertainment in the bandshell, snacks and refreshments; the lighting of the park; conducting the Annual Christmas "Light up the Bricks" Parade beginning at 6:00 P.M., including participation by the Fire and Police departments and the closing of the 700 block of Norris Avenue, the 700 block of East First Street, the 100 block of East "G" Street and the 100 block of East "H" Street adjacent to Norris Park for carriage rides.

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**BACKGROUND:**

The Chamber of Commerce is requesting the use of the following City facilities for their annual Christmas celebration to be held on Saturday December 4<sup>th</sup>:

The use of McCook Ben Nelson Regional Airport for the flying in of Santa Claus at 9:00 a.m. on Saturday December 4, 2021.

Request the assistance of Police and Fire Department staff and equipment to conduct the annual Christmas "Light up the Bricks" Parade activities on beginning at 6:00 p.m. This request includes lining up parade entries around Norris Park and conducting the parade from Norris Park down Norris Avenue to "C" Street and then west to West 2<sup>nd</sup> street, where the parade will disband.

This year, in addition to the flying in of Santa and the light parade, the Chamber is also requesting the use of Norris Park, including the electricity, to provide entertainment at the bandshell, as well as businesses offering refreshments and snacks. They are also requesting the closing of the 700 block of Norris Avenue, the 700 block of East First Street, the 100 block of East "G" Street and the 100 block of East "H" Street, all adjacent to Norris Park for carriage rides.

The Chamber is also planning on lighting the trees, closest to the bandshell, to provide a more festive feel.

The McCook Police and Fire Departments will have personnel and equipment available to assist the McCook Chamber of Commerce in their proposed activities. The McCook Street Department will provide cones for the closing of the streets. This annual event presents no significant issues for City staff.

**FISCAL  
IMPACT:** None.

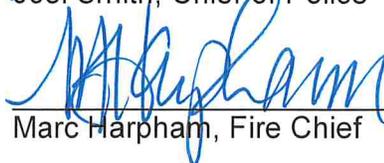
**RECOMMENDATION:**

Approve the McCook Area Chamber of Commerce request to use City facilities for a Christmas Celebration on Saturday December 4, 2021 including the use of McCook Ben Nelson Regional Airport for the flying in of Santa Claus at 9:00 a.m.; the use of Norris Park (including electricity) beginning at 4:00 p.m. which will include entertainment in the bandshell, snacks and refreshments; the lighting of the park; conducting the Annual Christmas "Light up the Bricks" Parade beginning at 6:00 P.M., including participation by the Fire and Police departments and the closing of the 700 block of Norris Avenue, the 700 block of East First Street, the 100 block of East "G" Street and the 100 block of East "H" Street adjacent to Norris Park for carriage rides.

**APPROVALS:**

  
\_\_\_\_\_  
Joel Smith, Chief of Police

October 27, 2021

  
\_\_\_\_\_  
Marc Harpham, Fire Chief

October 27, 2021

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

October 27, 2021

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

October 27, 2021

## Kyle Potthoff

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**From:** Lea Ann Doak <lidoak@cityofmccook.com>  
**Sent:** Tuesday, October 26, 2021 1:26 PM  
**To:** Brandi McConnell; Nate Schneider  
**Cc:** potthoff  
**Subject:** RE: Requests for upcoming City Council | McCook Chamber

Kyle -- I believe you do this one,

### Lea Ann Doak, CMC

City Clerk-Treasurer  
505 West "C" Street  
PO Box 1059  
McCook NE 69001-1059  
308-345-2022 ext. 226  
308-345-1461 (Fax)

**From:** Brandi McConnell  
**Sent:** Tuesday, October 26, 2021 8:57 AM  
**To:** Nate Schneider ([nshneider@cityofmccook.com](mailto:nshneider@cityofmccook.com)) <[nshneider@cityofmccook.com](mailto:nshneider@cityofmccook.com)>; Lea Ann Doak <[lidoak@cityofmccook.com](mailto:lidoak@cityofmccook.com)>  
**Subject:** Requests for upcoming City Council | McCook Chamber

Good morning Nate and Lea Ann!

Below I posted what we'd like reviewed at the upcoming council meeting for a Christmas Celebration in McCook.

- We are planning to have the "Light up the Bricks" Parade on **Saturday, December 4, 2021 beginning at 6:00 p.m.** As we have done in past years, we plan to have the parade entries line up on East 1<sup>st</sup> Street. The parade will proceed down Norris Avenue and turn on West C Street to West 2nd at which time they may disband. We are asking that the fire truck be a part of the parade, as the children love the big engine safety vehicles. We will not line up in any order as the floats will line up as they show up. Santa would like to ride in a fire truck again and we would request that they lead the parade. We would appreciate police support, as has been provided in the past.
- New this year on Dec. 4th, we would like permission to use Norris Park starting at 4 p.m. with entertainment in the bandshell, as well as businesses offering refreshments and snacks. We are hoping to use the electricity in the bandshell for entertainment and if our businesses need it to serve items.
  - We are also hoping to use the electricity at Norris Park to light up the trees closest to the bandshell to create a festive Christmas spirit. We have called and asked for assistance from the LIFT students to help us decorate. We are striving to accomplish this before Nov. 17<sup>th</sup>.
  - We would like to coordinate hanging up the lights with the public works department.
  - This year we would like to provide carriage rides to our community. We would like to request the closing of streets around Norris Park from 4 to 7:30 p.m. to offer the opportunity for carriage rides safely.

Thank you!

**Brandi McConnell | President/CEO**

McCook Chamber of Commerce

402 Norris Avenue | Suite 301

McCook, NE 69001

308.345.3200

[brandi@mccookchamber.org](mailto:brandi@mccookchamber.org)

**Involvement | Education | Advocacy | Marketing**

## Kyle Potthoff

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**From:** Nate Schneider <nshneider@cityofmccook.com>  
**Sent:** Tuesday, October 26, 2021 2:29 PM  
**To:** Kyle  
**Subject:** FW: Requests for upcoming City Council | McCook Chamber

**From:** Brandi McConnell  
**Sent:** Tuesday, October 26, 2021 2:28 PM  
**To:** Lea Ann Doak <ldoak@cityofmccook.com>; Nate Schneider <nshneider@cityofmccook.com>  
**Cc:** potthoff <potthoff@cityofmccook.com>  
**Subject:** RE: Requests for upcoming City Council | McCook Chamber

Can I please add this to my requests? I've called J&S Aviation and they are cool with the date. I'm not sure if I can make this work but I'm sure going to try.

- We would appreciate the consideration of the flying in of Santa Clause and the use of the airport for this activity. We are planning for Santa's arrival at 9:00 am on Saturday, December 4. We are working with various entities currently to plan this event.

**Brandi McConnell | President/CEO**  
McCook Chamber of Commerce  
402 Norris Avenue | Suite 301  
McCook, NE 69001  
308.345.3200  
[brandi@mccookchamber.org](mailto:brandi@mccookchamber.org)

### **Involvement | Education | Advocacy | Marketing**

**From:** Lea Ann Doak <ldoak@cityofmccook.com>  
**Sent:** Tuesday, October 26, 2021 1:26 PM  
**To:** Brandi McConnell <brandi@mccookchamber.org>; Nate Schneider <nshneider@cityofmccook.com>  
**Cc:** potthoff <potthoff@cityofmccook.com>  
**Subject:** RE: Requests for upcoming City Council | McCook Chamber

Kyle -- I believe you do this one,

**Lea Ann Doak, CMC**  
City Clerk-Treasurer  
505 West "C" Street  
PO Box 1059  
McCook NE 69001-1059  
308-345-2022 ext. 226  
308-345-1461 (Fax)