

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, August 1, 2022
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Jeff Kelley, United Methodist Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.

2. Consent Agenda.

**The Consent Agenda is approved on one motion. Any item listed on the Consent Agenda may, by the request of any single Council member or public in attendance, be considered as a separate item under the Regular Agenda.*

A. Approve the minutes of the July 18, 2022 regular City Council meeting.

B. Approve an application from Great Plains Communications of Blair, Nebraska to occupy City right-of-way in the alley between KC Motor and Electric and Glass Express storage units from utility pole southeast to KC Motor & Electric.

C. Approve an application from Great Plains Communications of Blair, Nebraska to occupy City right-of-way on the west side of Airport Road, starting 240' south of the intersection of East "C" Street, running northeast to the south side of McCook Ben Nelson Regional Airport parking lot.

D. Approve the amended Fixed Base Operator Lease Agreement with Cleo Spencer, D/B/A Red Willow Aviation and Spraying, Incorporated and authorize the Mayor to sign.

E. Approve the application for a Special Designated Liquor License submitted by the McCook Chamber of Commerce for a Chamber Mixer to be held at McCook National Bank, 220 Norris Avenue, on October 5, 2022, from 8:00 A.M. to 11:00 P.M.

F. Receive and file the minutes of the May 11, 2022 Library Advisory Board meeting and the January 18, 2022 and April 19, 2022 Senior Center Advisory Board meetings.

- G. Approve the Request for Qualifications for Professional Engineering Services for improvements to the City of McCook Waste Water Treatment Facility (WWTF) and set the day to receive proposals for August 26, 2022 at 4:00 P.M.
3. Regular Agenda.
- A. Molly Smith, President/CEO McCook Chamber of Commerce, request that \$6,000 in ACE revenue funds be allocated for Chamber use in the city's FY22/23 budget.
 - B. Discussion regarding a potential ballpark project.
 - C. Instruct staff to include a potential ballpark project as part of a local option sales tax backed ballot question, said instruction to include creating the necessary documentation to include a potential ballpark project on the requisite ballot question.
 - D. Adopt a Resolution No. 2022-05, approving an Interlocal Cooperation Agreement between the City of McCook and Red Willow County School District 0017 for the purpose of cooperating in the construction of certain recreational facilities in and for the benefit of the City of McCook and its residents and for the benefit of the Red Willow County School District 0017 and its students.
 - E. Consider on its second reading Ordinance No. 2022-3042 providing for the voluntary annexation of a tract of land located north of "R" Street along West 7th Street in the NE1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, which is a part of the Willow Grove Precinct, said property owned by John and Elizabeth Nothnagel.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2022-3042 upon its second reading.
 - F. Discussion regarding procedural and legal elements associated with the annexation of property by the City of McCook.
 - G. Council Comments.
 - H. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to collective bargaining - the Fraternal Order of Police Lodge 57.
 - 1. Nebraska Open Meetings Act statement, if the motion to close passes.
 - 2. Close Executive Session.
 - I. Annual evaluation of the job performance of City Manager Nathan A. Schneider; as allowed by state law, upon a majority vote, the Council may go into Closed Session for consideration of this item.
 - 1. Nebraska Open Meetings Act statement, if a motion to close passes.
 - 2. If moved into Executive Session, motion to close.

Adjournment.

CITY MANAGER'S REPORT
AUGUST 1, 2022 CITY COUNCIL MEETING

ITEM: 2.A.

Approve the minutes of the July 18, 2022 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

FISCAL
IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

July 28, 2022

McCook City Council
July 18, 2022
5:30 P.M. Central

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

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

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion (excused 6:00 P.M.), City Clerk Doak, Library Director Crocker, Utilities Director Fawver, Water Superintendent Riggs, 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 July 14, 2022, 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 reminded the Council of the Land Bank meeting to be held in the McCook Municipal Center upstairs training room on Wednesday, July 27, 2022 at 6:00 P.M. and introduced Amanda Slattery as the new housing director at the McCook Economic Development Corporation.

Chief Smith announced that the Police Department has received accreditation through the Nebraska Crime Commission. Recently passed state legislation, requires all agencies to be accredited by the Commission on or before January 1, 2023.

2. Public Hearings.

- 2.A. Public Hearing - Regarding the voluntary annexation of a tract of land located north of "R" Street along West 7th Street in the NE¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, said property owned by John and Elizabeth Nothnagel.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the voluntary annexation of a tract of land located north of "R" Street along West 7th Street in the NE ¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, said property owned by John and Elizabeth Nothnagel, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Weedon, passed. Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

The City Attorney offered and received Exhibit #1 - City Manager's Report prepared for the July 18, 2022, City Council meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Voluntary Annexation Petition/Request from John K. Nothnagel and Elizabeth A. Nothnagel (1 page); Exhibit #4 - Legal Description of the proposed annexation area (1 page); Exhibit #5 - letter from the McCook Economic Development Corporation, dated June 22, 2022, regarding request for voluntary annexation (1 page); Exhibit #6 - minutes of the July 11, 2022 Planning Commission meeting (2 pages); Exhibit #7 - Planning Commission Resolution No. PC2022-02 (2 pages); and Exhibit #8 - proposed Ordinance No. 2022-3042 (3 pages) into evidence, took comments from staff before opening to questions from the public.

City Manager Schneider reviewed the information presented in Exhibit #1.

Greg Wolford, engineer for the McCook Economic Development Corporation, spoke in support of the request.

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

2.B. Introduce and approve on its first reading Ordinance No. 2022-3042 providing for the annexation of a tract of land located north of "R" Street along West 7th Street in the NE1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, said property owned by John and Elizabeth Nothnagel.

Mayor Gonzales asked the Clerk to read Ordinance No. 2022-3042 by title.

AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF MCCOOK, COUNTY OF RED WILLOW, STATE OF NEBRASKA, BY ANNEXING THERETO A CERTAIN TRACT OF LAND CONTIGUOUS TO AND NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE CITY OF MCCOOK, NEBRASKA; REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2022-3042 has been introduced, read by title, and I move to approve upon its first reading. This motion, made by Calvin and seconded by Muehlenkamp, passed. Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

3. Consent Agenda.

Councilmember Weedin requested that Item B be removed from the Consent Agenda and placed on the Regular Agenda.

Councilmember Muehlenkamp requested that Item G removed from the Consent Agenda and placed on the Regular Agenda.

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

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

- 3.A. Approve the minutes of the July 5, 2022 regular City Council meeting.
- 3.C. Receive and file the revised 2022-2023 budget schedule.
- 3.D. Receive and file the Financial Report for the period ending June 30, 2022.
- 3.E. Receive and file the claims for the month of June 2022, published July 15, 2022.
- 3.F. Receive and file the minutes of the July 11, 2022 Planning Commission meeting.

4. Regular Agenda.

- 3.B. Adopt Resolution No. 2022-04 providing for the levy of special assessments for cost of demolition to abate nuisances.

Marie Baker, spouse of Todd Baker, questioned where her options were in regard to the special assessments. She would like to donate the property to the McCook Economic Development Corporation for housing development.

Motion to adopt Resolution No. 2022-04 providing for the levy of special assessments for cost of demolition to abate nuisances. This motion, made by Weedin and seconded by Gonzales, passed.
Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

- 3.G. Ratify the Mayor's appointment to the Airport Advisory Commission - appoint Cleo Spencer to fill the remaining term of Jeff Williams - term expire November 2022.

Councilmember Muehlenkamp pulled this item, noting that Mr. Spencer was in the audience.

Mr. Spencer addressed the Council stating that he joined Red Willow Aviation in 2021 and became

the owner in 2021 upon the retirement of Griff Malleck. He wants to continue the legacy of Mr. Malleck and intends to keep growing the airport.

Motion to ratify the Mayor's appointment to the Airport Advisory Commission - appointing Cleo Spencer to fill the remaining term of Jeff Williams - term expire November 2022. This motion, made by Muehlenkamp and seconded by Calvin, passed.

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

4.A. Rose Weskamp request to discuss long term water distribution system infrastructure and upgrades.

Rose Weskamp addressed the Council expressing concerns about the City's water infrastructure and discolored water that she had earlier this summer, she suggested replacement of all the water mains and offered to help any way that she could.

4.B. Discussion regarding a potential ballpark.

Discussion was held regarding a potential ballpark complex and options for funding a swimming pool and new recreation complex or updating the current Jaycee Complex.

Spencer Smith, 910 E 3, spoke in support of a combined ballot question.

4.C. Accept and approve the McCook Swimming Pool Committee's swimming pool recommendation.

Motion to accept and approve the McCook Swimming Pool Committee's swimming pool recommendation of Option 3+. This motion, made by Gonzales and seconded by Rambali, passed.

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

4.D. Instruct City of McCook staff to work with bond counsel and finance specialists to complete the steps necessary to construct a local option sales tax ballot question for the purpose of creating and upgrading City of McCook recreational facilities.

Motion to instruct City of McCook staff to work with bond counsel and finance specialists to complete the steps necessary to construct a local option sales tax ballot question for the purpose of creating and upgrading City of McCook recreational facilities. This motion, made by Calvin and seconded by Weedon, passed.

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

4.E. Consider Ordinance No. 2022-3041 providing for the annexation of a tract of land north of "R" Street and along West 7th Street in the NE1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska, said property owned by

the McCook Economic Development Corporation.

Mayor Gonzales asked the Clerk to read Ordinance No. 2022-3041 by title.

AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF MCCOOK, COUNTY OF RED WILLOW, STATE OF NEBRASKA, BY ANNEXING THERETO A CERTAIN TRACT OF LAND CONTIGUOUS TO AND NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE CITY OF MCCOOK, NEBRASKA; REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2022-3041 has been read by title and I move to approve upon its third and final reading. This motion, made by Calvin and seconded by Weedin, passed.

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

Mayor Gonzales stated that Ordinance No. 2022-3041 is declared lawfully passed and adopted upon publication as required by law.

4.F. Council Comments.

Councilmember Calvin welcomed Amanda Slattery as the MEDC housing director and Councilmember Rambali commended city workers who were repairing water lines in the heat this past Friday.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:57 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
August 8, 2022 CITY COUNCIL MEETING

ITEM: 2.B.

RECOMMENDATION:

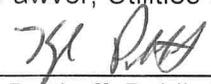
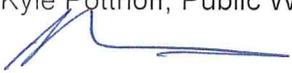
Approve an application from Great Plains Communications of Blair Nebraska to occupy City right of way in the Alley between KC Motor and Electric & Glass Express storage units from utility pole southeast to KC Motor & Electric.

BACKGROUND:

Great Plains Communications is seeking permission to occupy City right-of-way to run 1-3/4" conduit with fiber drop to the building of KC Motor & Electric. The path will originate at the utility pole in the southwest corner of the intersection of West O Street and the alley and run southeast approximately 52 feet to the building. Work is to be completed by the end of August, 2022.

FISCAL IMPACT:(None)

APPROVALS:

 _____ Pat Fawver, Utilities Dir.	August 8, 2022
 _____ Kyle Potthoff, Public Works Dir.	August 8, 2022
 _____ Nate Schneider, City Manager	August 8, 2022



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: Great Plains Communications DATE: 7-18-2022
ADDRESS: 1009 West B St. PHONE: 402-278-2325
FAX: 308-364-9060 START DATE: July 2022 FINISH DATE: August 2022

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

Type: (circle) Over-Cross Under-Cross <input checked="" type="radio"/> Occupy Miscellaneous	With a: (circle) Water Line Sewer Line Gas Line Telephone Line <input checked="" type="radio"/> (Underground Aerial)	<input checked="" type="radio"/> Fiber Tree Trimming/Removal Grading Other Electric Line (Underground Aerial)
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Location: Beginning 345 feet (East West North South) of Intersection US Hwy 83
West and ending (East West North South) 60 feet of Intersection
Alley & West

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. _____ Or FID No. _____

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.

[Signature]
Applicant's Signature

Recommended By _____

Date _____

Director of Public Works Approval _____

Untitled Map

Write a description for your map.

Legend

-  Cobblestone Hotel & Suites - McCook
-  Feature 1
-  TJ's Family Fun Center
-  Untitled Path



CITY MANAGER'S REPORT
August 8, 2022 CITY COUNCIL MEETING

ITEM: 2.C.

RECOMMENDATION:

Approve an application from Great Plains Communications of Blair Nebraska to occupy City right-of-way on the west side of Airport Road starting 240' south of the intersection of East C Street running northeast to the south side of McCook Ben Nelson Regional Airport parking lot.

BACKGROUND:

Great Plains Communications is seeking permission to occupy City right-of-way for 2-1 ¼" ducts and fiber along with 13 ground level vaults. The ducts will originate 240' south of the intersection of East C Street & Airport Road. From this location the fiber ducts will continue north 2600' to an undercrossing of airport road. From this point the ducts will head East under airport road for approximately 70', at this point the ducts will continue north for 1400' on the east side of airport road to the end point at the south side of McCook Ben Nelson Regional Airport parking lot.

13 vaults will be installed throughout the project. Vaults are traffic rated and will be installed at ground level.

The project is to be completed by the end of August 2022.

FISCAL IMPACT:(None)

APPROVALS:



August 8, 2022

Pat Fawver, Utilities Dir.



August 8, 2022

Kyle Potthoff, Public Works Dir.



August 8, 2022

Nate Schneider, City Manager



P.O. BOX 1069 • 505 WEST C • McCook, NE 69001-1069 • PHONE (308) 345-2022 • FAX (308) 345-1481

APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 7-19-2022
ADDRESS: 1009 West B St. PHONE: _____
FAX: 308-364-2022 START DATE: July 2022 FINISH DATE: August 2022

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

Type: (circle) Over-Cross Under-Cross <input checked="" type="radio"/> Occupy Miscellaneous	With a: (circle) Water Line Sewer Line Gas Line <input checked="" type="radio"/> Telephone Line (Underground Aerial) <div style="margin-left: 100px;"> <input checked="" type="radio"/> Fiber </div> <div style="margin-left: 100px;"> <input type="radio"/> Tree Trimming/Removal <input type="radio"/> Grading <input type="radio"/> Other <input type="radio"/> Electric Line (Underground Aerial) </div>
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Location: Beginning 240 feet (East West North ~~South~~) of Intersection ECSY
Airport Road and ending (East West North South) 1020 feet of Intersection
E J St, & Airport Road

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)

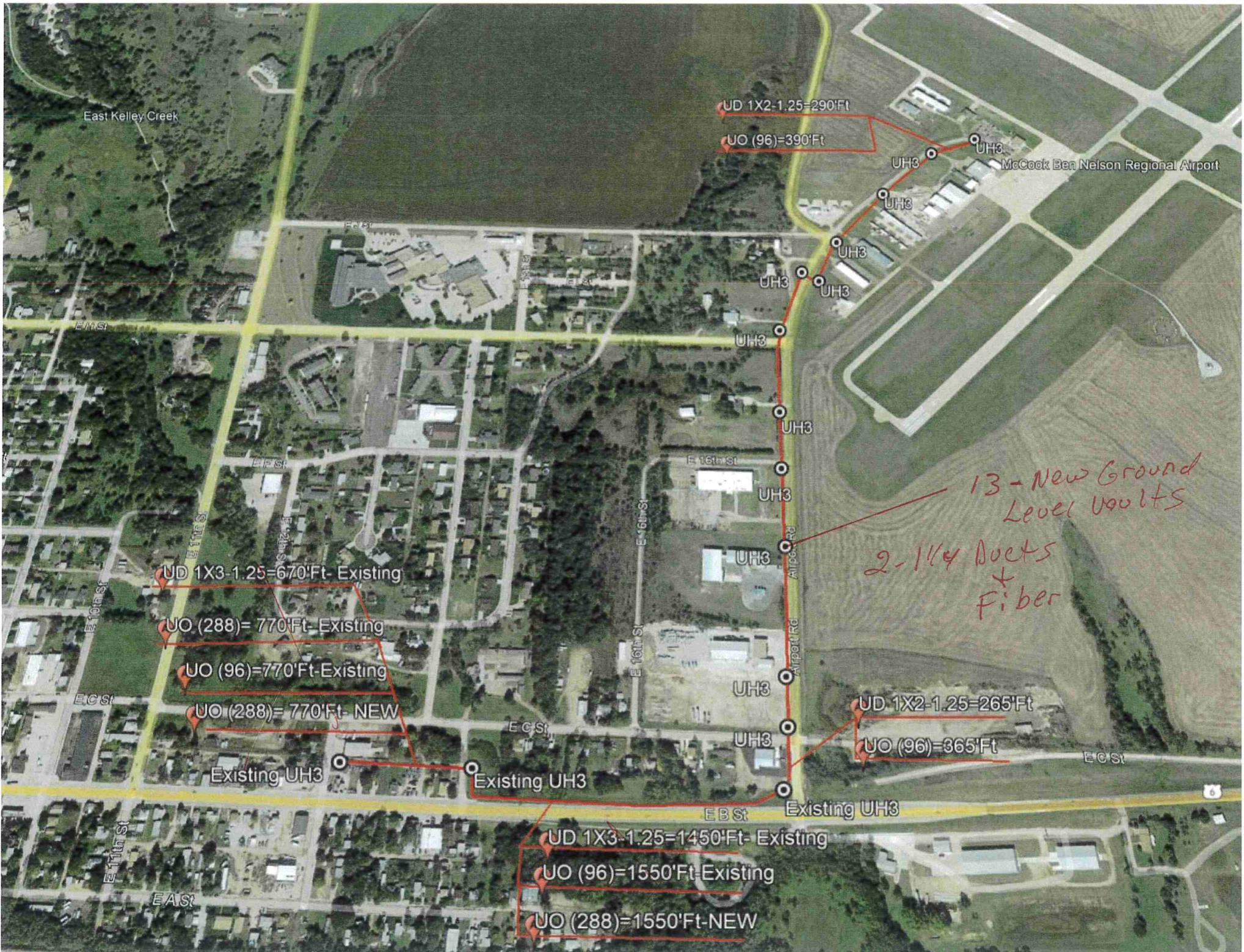
Amount: \$ _____ Check No. _____ Or FID No. _____

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.

Barry J...
Applicant's Signature

Recommended By _____ Date _____ Director of Public Works Approval _____



East Kelley Creek

UD 1X2-1.25=290'Ft

UO (96)=390'Ft

McCook Ben Nelson Regional Airport

UH3

UH3

UH3

UH3

UH3

UH3

UH3

UH3

UH3

13 - New Ground Level Vaults

2 - 1 1/4 Duets + Fiber

UD 1X3-1.25=670'Ft- Existing

UO (288)= 770'Ft- Existing

UO (96)=770'Ft-Existing

UO (288)= 770'Ft- NEW

Existing UH3

Existing UH3

UD 1X2-1.25=265'Ft

UO (96)=365'Ft

Existing UH3

UD 1X3-1.25=1450'Ft- Existing

UO (96)=1550'Ft-Existing

UO (288)=1550'Ft-NEW

E 1st St

E 11th St

E 13th St

E 15th St

E 17th St

E 1st St

E 3rd St

E 5th St

E 7th St

E 9th St

E 16th St

E 16th St

E 13th St

E 15th St

E 17th St

Airport Rd

**CITY MANAGER'S REPORT
AUGUST 1, 2022 CITY COUNCIL MEETING**

ITEM: 2.D.

RECOMMENDATION:

APPROVE THE AMENDED FIXED BASE OPERATOR LEASE AGREEMENT WITH CLEO SPENCER, D/B/A RED WILLOW AVIATION AND SPRAYING INCORPORATED AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

On November 1, 2022, Cleo Spencer became the new owner of Red Willow Aviation. Long time owner Griff Malleck has retired from the operation.

On February 7, 2022 the McCook City Council approved an agreement with Mr. Spencer to provide Fixed Base Operations at McCook Ben Nelson Regional Airport. Since this approval, it has been determined that some of the area being leased was not included in the legal description that was made part of the agreement. This language has been added to this proposed lease amendment. Language referencing the construction of a large hangar has been removed as that has already taken place. Cleo has reviewed the contract and approves as written. The rest of the language and terms of the this amended FBO agreement remain identical to the previous lease.

FISCAL

IMPACT: None.

APPROVALS:



Kyle Potthoff, Public Works Director

July 28, 2022



Nate Schneider, City Manager

July 28, 2022

FIXED BASE OPERATOR LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of August, 2022, to be effective as of November 1, 2021, by and between Cleo Spencer, d/b/a Red Willow Aviation and Spraying, Inc., hereinafter referred to as the "Lessee", and the City of McCook, Nebraska, hereinafter referred to as the "City".

THIS AGREEMENT is entered into for the purpose of leasing a site to the Lessee for the operation of a Fixed Base Operator business including the location of buildings and the provision of services contingent therewith. Also, this agreement is entered into for the purpose of establishing the compensation to be paid to the City for such lease, the manner and conditions under which the site may be used, and the responsibilities and authority of the parties involved.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE LESSEE AND THE CITY AS FOLLOWS:

SECTION 1. The City hereby leases to the Lessee the described sites on the McCook Ben Nelson Regional Airport for the purposes as hereinafter set out, said sites hereinafter referred to as the "Premises" as shown on Exhibit "A" attached to this agreement.

SECTION 2. LEASE PAYMENT. The Lessee shall pay to the City the amount of \$3,530.00 per year for the period beginning June 1, 2022 through May 31, 2023 as rent in compensation to the City for the Lessee's right to use the above-described tract as herein specified. Thereafter the annual rental amount shall increase three percent (3%) each year during the term of the lease as follows:

<u>Rental Period</u>	<u>Rental</u>
June 1, 2022 through May 31, 2023	\$3,530.00
June 1, 2023 through May 31, 2024	\$3,635.00
June 1, 2024 through May 31, 2025	\$3,744.00
June 1, 2025 through May 31, 2026	\$3,856.00
June 1, 2026 through May 31, 2027	\$3,972.00
June 1, 2027 through May 31, 2028	\$4,091.00
June 1, 2028 through May 31, 2029	\$4,214.00
June 1, 2029 through May 31, 2030	\$4,340.00
June 1, 2030 through May 31, 2031	\$4,470.00
June 1, 2031 through May 31, 2032	\$4,604.00
June 1, 2032 through May 31, 2033	\$4,742.00
June 1, 2033 through May 31, 2034	\$4,884.00
June 1, 2034 through May 31, 2035	\$5,031.00
June 1, 2035 through May 31, 2036	\$5,182.00
June 1, 2036 through May 31, 2037	\$5,337.00
June 1, 2037 through May 31, 2038	\$5,497.00
June 1, 2038 through May 31, 2039	\$5,662.00
June 1, 2039 through May 31, 2040	\$5,832.00
June 1, 2040 through May 31, 2041	\$6,007.00
June 1, 2041 through May 31, 2042	\$6,187.00
June 1, 2042 through May 31, 2043	\$6,373.00
June 1, 2043 through May 31, 2044	\$6,564.00
June 1, 2044 through May 31, 2045	\$6,761.00
June 1, 2045 through May 31, 2046	\$6,964.00
June 1, 2046 through May 31, 2047	\$7,173.00
June 1, 2047 through May 31, 2048	\$7,388.00
June 1, 2048 through May 31, 2049	\$7,610.00
June 1, 2049 through May 31, 2050	\$7,838.00

The lease payment will be due annually in advance with the first payment being made on June 1, 2022 and each subsequent payment being due on June 1 of each subsequent year thereafter that this lease shall remain in effect. Time is of the essence of this Agreement. Any failure to make payment when due shall constitute default.

SECTION 3. TERM. This lease shall be for a term commencing on November 1, 2021 and terminating May 31, 2050. Prior to the expiration of this lease, the parties may agree to extend this lease under such terms and conditions as may be mutually agreed upon by the parties.

SECTION 4. LESSEE'S COMMITMENT TO OFFER FIXED BASE OPERATOR SERVICES. This agreement and lease is issued to the Lessee based upon the Lessee's representation and commitment that the Lessee will offer to the public at the McCook Ben Nelson Regional Airport a full range of aeronautical services including the following:

Aircraft sales; air frame and power plant repair; aircraft rental; flight training; aircraft fuel and oil dispensing service; and aircraft storage service. Lessee must also offer charter service and/or aerial application service.

The Lessee may provide at its option additional services including but not limited to the following:

Glider instruction; air ambulance; instrument repair; and aerial advertising.

SECTION 5. COVENANTS OF THE CITY. The City covenants with the Lessee as follows:

- a) the Lessee shall have the right to the non-exclusive use of the City's landing field, runways, and other facilities subject to all reasonable rules and regulations of the City and subject to Federal Air Regulations;
- b) the Lessee shall have the non-exclusive right and privilege to sell gas and oil products at said leased premises.

SECTION 6. COVENANTS OF THE LESSEE. The Lessee covenants with the City:

- a) to furnish good, prompt and efficient service adequate to meet all demands for its service at the airport;
- b) to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof;
- c) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service; provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers;
- d) to fully comply with the regulations and minimum standards as amended by the City from time to time when such standards or regulations have been approved by the Federal Aviation Administration;
- e) in the use of the premises or in the exercise of the rights granted hereunder, the Lessee will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 15 of the Office of the Secretary of Transportation. (The City reserves the

right to take such actions as the United States Government may direct to enforce this covenant.);

- f) to exercise reasonable care to prevent the operation of airplanes on the McCook Ben Nelson Regional Airport by unauthorized persons;
- g) to keep said premises and the equipment installed thereon in a neat, safe and sanitary condition and in good order and repair, and shall so manage and operate so as not to endanger the lives or property of others;
- h) the Lessee shall neither sell nor assign this Lease or sublet any of the premises nor grant any interest, privilege or license whatsoever in connection with this lease without first obtaining permission from the City in writing which shall not unreasonably be withheld. The City shall not grant permission to assign this lease unless: (a) at the time of such assign, sublet or other conveyance this Lease is in full force and effect; (b) Lessor is given notice of the Lessee's intention to assign or sublease the lease and its proposed effective date at least thirty (30) days prior to the proposed effective date; (c) such proposed assignment or sublease is in writing; (d) such assignment includes the unexpired balance of the lease term; (e) every assignee or Sublessee assumes this Lease, and (f) the Lessee provides sufficient written information to the City establishing the creditworthiness of the proposed Sublessee or Assignee.
- i) the Lessee shall exercise due diligence at all times in the protection of the premises against damage or destruction by fire or other casualty.
- j) the Lessee shall contract for in its own name and shall pay for all utility services rendered or furnished to the Premises, including heat, air conditioning, water, gas, electricity, sewer rental and sewage treatment facilities and the like, together with all taxes levied or charged on such utilities.
- k) the Lessee, in addition to the annual rent charged by City to Lessee, shall pay all real estate taxes and special assessments levied upon the premises, upon the Lessee, or upon the buildings and improvements thereon which are assessed during the lease term. Taxes and special assessments shall be deemed payable immediately prior to the date they would become delinquent. Lessee shall be required to pay real estate taxes and special assessments which are based upon the periods of time included within the terms of this Lease and any renewals thereof even though not payable to the taxing authority until after the term of this Lease. Lessee shall pay said taxes directly to the taxing authority.

SECTION 7. RESERVATIONS OF THE CITY. The City reserves the following:

- a) The City reserves the right to repair and maintain the landing area of the airport and all publicly owned facilities of the airport together with the right to direct and control all activities of the Lessee in this regard.
- b) the City reserves the right to operate, maintain the airport and further develop and improve the landing area, ramp, taxiways, and all publicly owned air navigational facilities of the airport as it sees fit, regardless of the desires of use of the Lessee and without interference or hindrance;
- c) the City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the airport which in the opinion of the City would limit the usefulness of the airport or constitute a hazard to aircraft;

- d) the City reserves the right during time of war or national emergency to enter into an agreement with the United States Government for military or naval use, a part or all of the landing area, publicly owned air navigational facilities, and/or other areas or facilities of the airport, including the leased premises. If any such agreement is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the agreement with the government shall be suspended;
- e) the City reserves a free and unrestricted right of flight for passage of aircraft and the air space above the surface of the premises herein leased, together with the right to cause in such airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operation on or about the McCook Ben Nelson Regional Airport for use and benefit of the public;
- f) the City reserves to itself and to the officers, agents, and employees of the military forces of the United States, the right to enter upon said premises during normal business hours for the purpose of its protection and inventory and what otherwise would seem unnecessary for protection of the interest of the City and the United States Government and the Lessee shall have no claim of any character or account thereof against the United States, the City, or any officer, agent, or employee of either.

SECTION 8. GENERAL CONDITIONS.

- a) the City shall not be responsible to the Lessee for any damages or claims on account of damages to the Lessee or its property, persons or employees arising from the manner of storage of any aircraft, fire in hangar, conditions of the flying field or flying facilities, failure of the lighting or navigational facilities or for the use made of the airport by any other person;
- b) the Lessee is and shall be an independent contractor responsible to all parties for all of its acts or omissions and the City shall in no way be responsible therefore;
- c) the City shall not be liable to the Lessee for any injury or damages resulting from any defect in the condition of the premises or for any damage that may result from a negligent action of any tenant or other Lessee of the City or from the use of said airport by any other person in any manner whatsoever;
- d) the Lessee has inspected and knows the conditions of the leased premises and it is understood that the same is hereby leased without any representation or warranty by the City whatsoever and without obligation on the part of the City to make any alterations, repairs or additions thereto;
- e) the Lessee shall not construct any permanent structures on said premises and shall not construct any temporary structure or advertising thereon without the prior written consent of the City;
- f) any property of the City's which is damaged or destroyed by the Lessee incidental to the Lessee's use and occupation of the premises, ordinary wear and tear accepted, shall be promptly repaired or replaced by the Lessee to the satisfaction of the City or in lieu of such repair or replacement, the Lessee shall if so required by the City, pay to the City or to the City's assignee an amount sufficient to compensate for the loss sustained by the City by reason of damages to or destruction of property belonging to the City;

- g) this lease is made subject to all the reservations and provisions of Section 581 of the Atomic Energy Act of 1946 (60STAT.761) and is further subject to all existing and future oil, gas and mineral leases upon said property;
- h) nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958;
- l) this agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America relative to the maintenance, operation or development of the airport;
- j) the Lessee shall be responsible for the removal of the snow from the premises as hereinabove described in such fashion as may be deemed necessary in order to utilize the premises as intended.

SECTION 9. DEFAULT. The occurrence of the following events shall constitute a default by Lessee under this Agreement: (i) Lessee fails to timely pay rent due and Lessee fails to cure the delinquency within thirty (30) days following written notice of such delinquency from City; or (ii) Lessee violates any requirement under this Agreement and fails to cure the same within thirty (30) days following written notice of such violation from City.

Upon any default by Lessee under this Agreement, City may (at any time) pursue any or all remedies available to the City, including, but not limited to, the following: (i) terminate Lessee's rights under this Agreement upon delivering a written notice of termination; and (ii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Lessee shall pay all costs and damages arising out of Lessee's default, including, but not limited to, the cost of recovering possession of the Premises, and attorneys' fees and costs. Notwithstanding any termination or re-entry, Lessee shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Lessee shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provided Lessee with written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Lessee under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Nebraska law.

If Lessee fails to pay when due any amount required to be paid by Lessee under this agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) from the due date of such amount to the date of payment in full, with interest. In addition, City may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for City's additional costs for billing and collection arising from Lessee's failure to make payment in a timely manner. All amounts due under this agreement are and shall be deemed to be rent or additional rent, and shall be paid without abatement, deduction, offset, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

SECTION 10. TERMINATION. On or before the date of the expiration of this lease or termination thereof, the Lessee shall at his own cost vacate the leased premises, remove property of the Lessee therefrom and restore the leased property to as good of order and condition as that existing upon the premises at the date of commencement of this lease, less ordinary wear and tear.

SECTION 11. RIGHT OF FIRST REFUSAL. The City shall have a first right of refusal for purchase of the shop-type airplane hangar buildings and other structures or buildings which may from time to time be authorized and constructed by Lessee on the premises. The purchase price of such structures shall be determined by a process of appraisal whereby the City will appoint a registered appraiser and the Lessee shall likewise appoint a registered appraiser. The two registered appraisers so appointed and retained shall select a third registered appraiser. The purchase price of the building shall be the average of the three appraisal amounts computed by each appointed and retained appraiser as hereinbefore set forth. The City shall have thirty (30) days from the date that the appraisal is certified and delivered to the City and the Lessee to extend an offer to the Lessee for the amount in the appraisal. Upon receipt of such offer, the Lessee is bound to accept it and transfer the property to the City for such amount. If the City chooses not to purchase any or all of the property owned by the Lessee on the site, the Lessee may proceed to dispose of the property or have it removed from the premises as may be deemed appropriate. All such disposition shall be concluded within sixty (60) days after the termination of the lease after which the City shall have the right to clear the premises of the Lessee's property.

SECTION 12. HOLD HARMLESS. The Lessee hereby agrees to indemnify and hold the City and its employees and officers harmless from and against any and all liability for losses caused by the Lessee's acts, in connection with the use or occupancy of the demised premises and the business operated therefrom.

SECTION 13. EFFECT OF AGREEMENT. This agreement shall bind and the benefits therefrom shall enure to the respective parties thereto, their representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2022.

ATTEST:

CITY OF MCCOOK, NEBRASKA

Lea Ann Doak, City Clerk

Michael D. Gonzales, Mayor

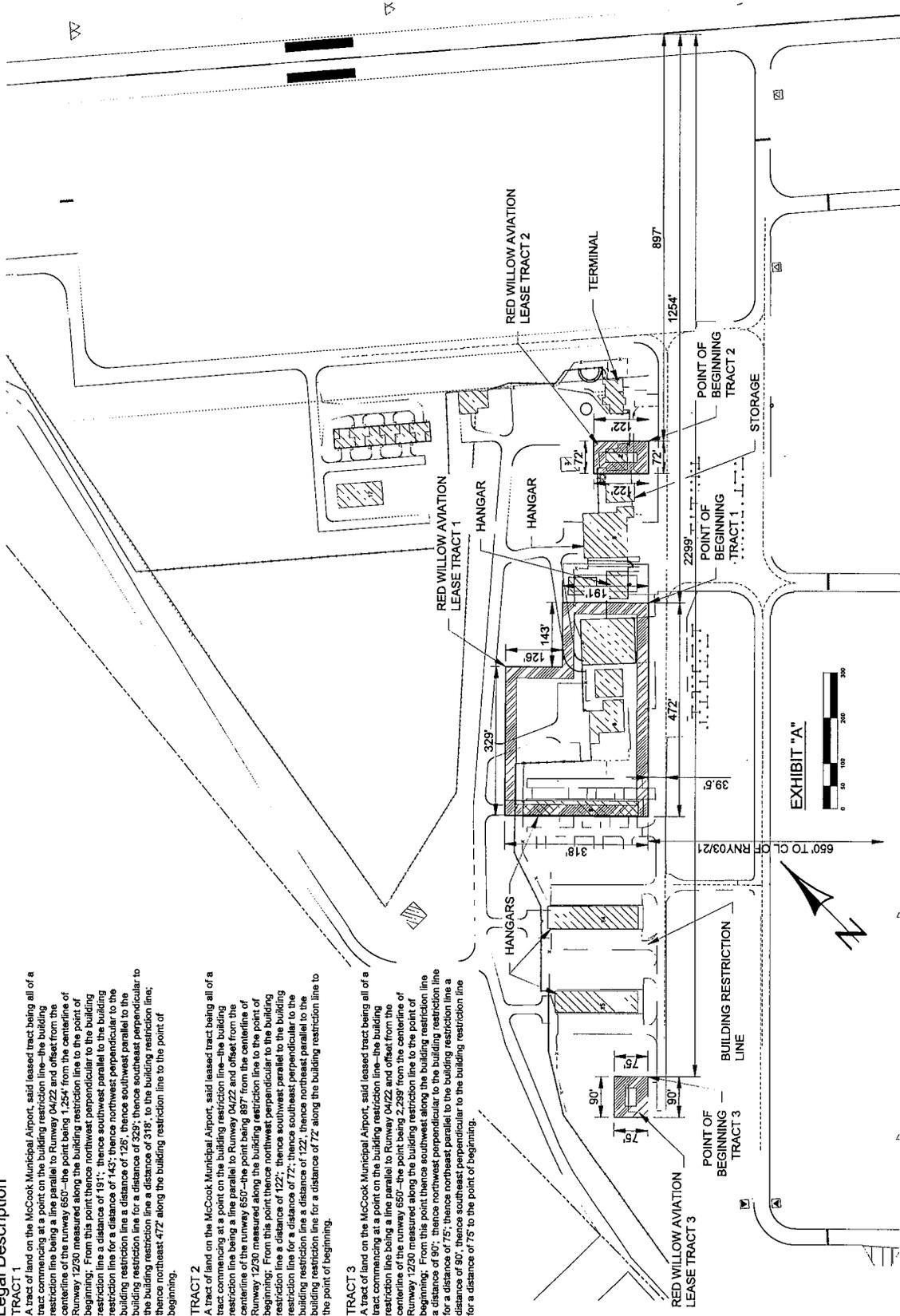
Cleo Spencer,
d/b/a Red Willow Aviation and Spraying, Inc.
Date of execution: _____

Legal Description

TRACT 1
 A tract of land on the McCook Municipal Airport, said leased tract being all of a tract commencing at a point on the building restriction line—the building restriction line being a line parallel to Runway 0422 and offset from the centerline of the runway 650'—the point being 1,254' from the centerline of Runway 1230 measured along the building restriction line to the point of beginning; from this point thence northwest perpendicular to the building restriction line for a distance of 191'; thence southwest parallel to the building restriction line for a distance of 143'; thence northwest perpendicular to the building restriction line for a distance of 126'; thence southwest parallel to the building restriction line for a distance of 325'; thence southeast perpendicular to the building restriction line for a distance of 318'; to the building restriction line; thence northeast 472' along the building restriction line to the point of beginning.

TRACT 2
 A tract of land on the McCook Municipal Airport, said leased tract being all of a tract commencing at a point on the building restriction line—the building restriction line being a line parallel to Runway 0422 and offset from the centerline of the runway 650'—the point being 897' from the centerline of Runway 1230 measured along the building restriction line to the point of beginning; from this point thence northwest perpendicular to the building restriction line for a distance of 122'; thence southwest parallel to the building restriction line for a distance of 72'; thence northeast perpendicular to the building restriction line for a distance of 122'; thence northeast parallel to the building restriction line for a distance of 72' along the building restriction line to the point of beginning.

TRACT 3
 A tract of land on the McCook Municipal Airport, said leased tract being all of a tract commencing at a point on the building restriction line—the building restriction line being a line parallel to Runway 0422 and offset from the centerline of the runway 650'—the point being 2,299' from the centerline of Runway 1230 measured along the building restriction line to the point of beginning; from this point thence southwest perpendicular to the building restriction line for a distance of 39.5'; thence northwest perpendicular to the building restriction line for a distance of 90'; thence southeast perpendicular to the building restriction line for a distance of 75' to the point of beginning.



LEASE DESCRIPTION RED WILLOW AVIATION MCCOOK MUNICIPAL AIRPORT

WDA ASSOCIATES
 Consulting Engineers and Architects
 McCook, Nebraska 68901
 Hastings, Nebraska 68901



DATE: FEB. 2007
DWG: 11111111
CREATED: 11/11/11
CHECKED: 11/11/11
REVISIONS:

THIS DOCUMENT IS THE PROPERTY OF WDA ASSOCIATES. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WDA ASSOCIATES.

**CITY MANAGER'S REPORT
AUGUST 1, 2022 CITY COUNCIL MEETING**

ITEM: 2.E.

Approve the application for a Special Designated Liquor License submitted by the McCook Chamber of Commerce for a Chamber Mixer to be held at McCook National Bank, 220 Norris Avenue, on October 5, 2022, from 8:00 A.M. to 11:00 P.M.

BACKGROUND:

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

July 28, 2022

Nathan A. Schneider, City Manager

July 28, 2022

Special Designated License
Local Recommendation (Form 200)

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

McCook Chamber of Commerce

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

402 Norris Ave. STE 316, McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

47-0233780

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

10/5/2022

Event Start Time(s):

8:00 am

Event End Time(s):

11:00 pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: McCook National Bank - MNB Bank

Event Street Address/City: 220 Norris Ave., McCook, NE 69001

Indoor area to be licensed in length & width: 150 x 250

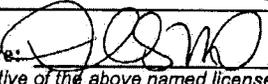
Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: Chamber Mixer Estimate # of attendees: 300

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

Event Contact Name: Molly Smith Event Contact Phone Number: 308-345-3200

Event Contact Email: molly@mccookchamber.org

*Signature Authorized Representative:  Printed Name Jade Lesko

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

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

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

Local Governing Body completes below:

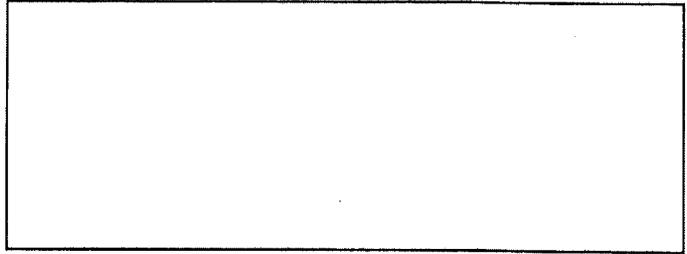
The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

McCook Chamber of Commerce

NAME OF CORPORATION

47-0233780

FEDERAL ID NUMBER

J. J. O. Chair

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT; IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS _____ DAY OF _____

NOTARY PUBLIC SIGNATURE & SEAL

**CITY MANAGER'S REPORT
AUGUST 1, 2022 CITY COUNCIL MEETING**

ITEM: 2.F.

RECOMMENDATION:

Receive and file the minutes of the May 11, 2022 Library Advisory Board meeting and the January 18, 2022 and April 19, 2022 Senior Center Advisory Board meetings.

BACKGROUND:

Receive minutes from the various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



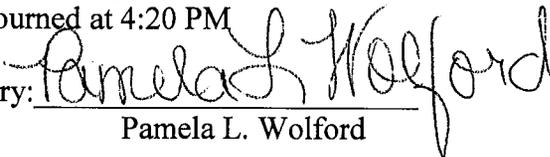
Lea Ann Doak, City Clerk

July 28, 2022

McCook Public Library Advisory Board Meeting Minutes
May 11, 2022 at 4:00 PM CDT

1. **Call to order / attendance:** Mary Dueland called the meeting to order with Jody Crocker, Staci Blomstedt, Sharon Bohling, and Pam Wolford in attendance.
2. **Opportunity for Comments from the Public:** None
3. Notice of the meeting was given in advance thereof by publication in the *McCook Gazette* on May 6, 2022, 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 all members of the Library Board. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.
4. **Read and Approve March 2022 meeting minutes:** Staci made the motion to approve the minutes with a second by Pam. The minutes were accepted 4-0.
5. **Open discussion from board members on items not on the agenda:** None
6. **Unfinished Business:** None
7. **Director's Report and update on upcoming activities:** 1. Children's Book Week was last week. Lots of activities such as glitter tornadoes were enjoyed during the week. 2. Saturday the library will host Captain Kid who is a magician. 3. On June 7, we will host the High School Musical and Dinosaurs. 4. June 14 will be Boggs Balloons who make balloon items. 5. Staci Blomstedt will continue to teach STEM activities on Fridays in June and July. 6. Book backpack kits are out; they contain three books, puppets, and activities to be checked out for three weeks. 7. The first AWE computer is set up in the children's section. It contains educational games and reading. 8. Jody will be turning in paperwork for the ARPA grant; she purchased several things for the library such as the new AWE computer. 9. The ladies are prepping for Summer Reading.
7. **New Business:** None
8. **Set date for next board meeting:** The next meeting will be Wednesday, July 13, 2022 at 4 PM.
9. **Meeting adjournment:** The motion was made by Mary to adjourn, and the meeting was adjourned at 4:20 PM

Secretary:


Pamela L. Wolford

Heritage Senior Center
1312 West 5th St
McCook NE 69001
Advisory Board Minutes
April 19, 2022

A copy of the Open Meetings Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10:00am and are open to the public. Meeting called to order. Minutes from the previous meeting were approved as read. Roll call was taken.

Jim Hamill P	Mary Keslin P	Joe Ryland A	John Deon A
Bob Pantenbur P	Dan Stramel P	Beth Siegfried P	John Zlomke P

Public Transit

	<i>Riders</i>	<i>Miles</i>	<i>Different Riders</i>	<i>Rides paid Agency</i>	<i>Wheel Chair</i>	<i>Days</i>
January	414	1229		16	0	21
February	411	1246		20	0	20
March	448			16	4	22
Overall	1273					
Average	424					

	<i>Meals at Center (Congregate)</i>	<i>Home Delivered Meals</i>	<i>Curb Side Pickups</i>	<i>Days</i>
January	947	1536	657	21
February	976	1650	637	20
March	1095	1669	583	22
Overall	3018	4855	1877	
Average	1060	1618	6626	
Previous quarter	-163	+366	+59	

Total Meals January	3227	<i>average 150 meals a day</i>
Total Meals February	3263	<i>average 149 meals a day</i>
Total Meals March	3347	<i>average 152 meals a day</i>

- Meeting was called to order by President Dan Stramel.
- The Minutes from the January 18th meeting were approved with no corrections, by a motion made by John Zlomke and seconded by Jim Hamill.
- Open Forum: The mask mandate was discussed during Open Forum With the recent court ruling mask will no loner be required on our Transit vehicles.
- John Zlomke agreed to serve as secretary.
- Since we have no part time maintenance person hired Beth will be mowing the grass. The widow are being professional cleaned quarterly by Praise Window the same company that cleans the City Office windows
- Bieker's have started on the Transit bus, but are still waiting on parts.
- Parde's fixed the kitchen air conditioner it was a bad compacitor
- We will get fewer Farmers Mkt coupon books this year. Participants need to attend a learning session before they receive their coupons and declare there income
- Beth will be attending the National CTAA Transit Conference in Louisville Kentucky. She will be driving with two other managers. This is the first one since COVD in 2019. Expenses will be reimbursed.
- A ladies Teais planned for May and a Men's breakfast in June
- The city transit will provide rides to the airport after hours on an as needed basis
- The meeting was adjourned by a motion by John Zlomke and seconded by Mary Keslin. The next meeting will be July 19th.



Dan Stramel President



John Zlomke Secretary

Heritage Senior Center
 1312 West 5th St
 McCook NE 69001
 Advisory Board Minutes
 January 18,2022

A copy of the Open Meetings Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10:00am and are open to the public. Meeting called to order. Minutes from the previous meeting were approved as read. Roll call was taken.

Jim Hamill P Mary Keslin P Joe Ryland P
 Bob Pantenbur A Dan Stramel P Beth Siegfried P

Public Transit						
	<i>Riders</i>	<i>Miles</i>	<i>Different Riders</i>	<i>Rides paid Agency</i>	<i>Wheel Chair</i>	<i>Days</i>
October	384	1144	58	16	0	21
November	386	1022	66	20	0	20
December	377	1207	61	16	4	21
Overall	1147	3373	185			
Average	382	1124	62			

	<i>Meals at Center (Congregate)</i>	<i>Home Delivered Meals</i>	<i>Curb Side Pickups</i>	<i>Days</i>
October	1159	1485	583	21
November	1003	1472	597	20
December	1019	1532	625	21
Overall	3181	4489	1818	
Average	1060	1496	606	

Total Meals October 3227 *average 154 meals a day*
Total Meals November 2979 *average 149 meals a day*
Total Meals December 3198 *average 152 meals a day*

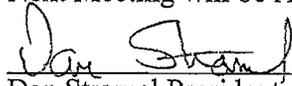
Meeting was called to order

Open Forum: No discussion during Open Forum

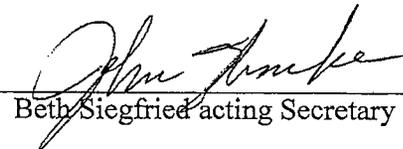
- A motion was made by Mary Keslin and seconded by Joe Ryland to approve the minutes of the October 11, 2021 meeting. The minutes were approved.
- Discussed need for flooring. Beth needs to have bids updated from Samway McCook, Davis Flooring in Oberlin and North Platte. After discussing it was decided to have a fund raiser to help pay for the flooring
- Advisory Board was informed that the transit bus had been in an accident on January 5 during the snow storm. Travelers insurance Company is working with Bieker's Repair to get an estimate. Our back up Dodge Caravan needed new front brakes and a fuel pump, since we have started using it again. We are hoping the bus can be fixed, since our replacement may not even come in this year..
- Shelia Haberkon is our new cook and we are still advertising for the part time custodial position.
- Received many nice end of year donations.
- Medicare Part D open enrollment and giving people information on supplements went well again this year. Helped over 100 people between October 15 and December 7th.
- Appreciation was expressed for our many volunteers and staff.
- The meal increase was approved by the council and took affect January 1, 2022. This was an increase of .50 per meal for services for individuals over 60. Which is a suggested donation and a \$1.00 increase for individuals under 60.
- It was decided to submit the names of John Zlomke, and John Deon to the Mayor and City Council for approval as Advisory Board members.
- Carry out meals have been extended until June 30th.
- New ovens for the kitchen will be ordered with the Community Foundation agreeing to pay for one oven. It may take up to 6 months to receive the ovens

- The transit drivers and riders will be required to wear mask now through March 18, 2022, according to Federal guidelines.
- The Senior Center will be leasing a new copier with a savings of \$139.32 a month.
- Farmers Market for 2022 was discussed with the deaths of Marvin and Ruth Ann Klooz. The Klooz market will not have as many items to sell this year. It was discussed that Beth needs to contact other vendors
- Annual WCNA AAA Audit will be conducted Thursday January 20, 2022. With no further discussion a motion was made by Dan Stramel and seconded by Mary Keslin to adjourn the meeting.
- Joe Ryland does not want to be secretary, so we will need to ask new board members if they would be interested.
- Board members were in favor of changing the meeting to the second or third Tuesday of the month since it is very busy at the beginning of the month.
- It was also discussed maybe it would be a good idea to hire the windows cleaned since we don't have a second maintenance person who usually does it.
- With no further discussion a motion was made by Joe Ryland and seconded by Mary Keslin to adjourn the meeting. Motion carried.

Next Meeting will be April 19, 2022



Dan Stramel President



Beth Siegfried acting Secretary

**CITY MANAGER'S REPORT
AUGUST 1, 2022 CITY COUNCIL MEETING**

ITEM: 2.G.

Approve the Request for Qualifications for Professional Engineering Services for improvements to the City of McCook Waste Water Treatment Facility (WWTF) and set the date to receive proposals for August 26, 2022 at 4:00 P.M.

BACKGROUND:

The City plans to utilize the Nebraska Clean Water State Revolving Fund (CWSRF) Program for needed improvements to the existing Waste Water Treatment Facility. The CWSRF Program requires procurement of Architect/Engineering (A/E) services to be eligible for loan forgiveness. The City must procure engineering services for the project to be eligible for funding.

All projects are required to be Build American, Buy America (BABA) compliant. This means that greater than 55% of all materials (iron, steel, manufactured goods, and construction materials) used in the project, must be produced in America. These regulations are expected to be released in October.

A copy of a memo from Miller & Associates, dated May 5, 2022, outlines program updates for the CWSRF.

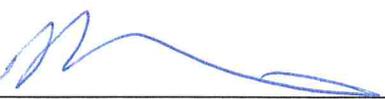
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

July 27, 2022



Nathan A. Schneider, City Manager

July 27, 2022

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES**

The City of McCook, Nebraska will be utilizing funding from the Nebraska CWSRF Program and is requesting statements of qualifications from qualified engineering firms to provide professional engineering services regarding improvements to the existing Waste Water Treatment Facility (WWTF).

The selected Engineer will be required to assist the City with the project, from the early stages of planning, evaluating alternatives, design, bidding and construction observation services. The services may include but are not limited to: Complete a Preliminary Engineering Report (PER) to evaluate the existing WWTF and options for future expansion or new process, design of recommended improvements approved by Council based on the findings within the PER, and Construction Administration services for selected improvements. Services shall include the capability to complete topographic and boundary surveys, Geographic Information Systems (GIS), provide a legal survey and easements as required, regulatory compliance assistance, services associated with grant applications, and construction services (Resident Project Representation).

Any interested firms should submit, in writing, their statement of qualifications. The selection of a *PROJECT ENGINEER* will be according to the following criteria and weighing factors:

1. Technical expertise of the firm in connection with the type of services to be provided and the complexity of the project. [25 Points]
2. Past record of performance on engineering contracts with other clients including quality of work, timeliness and cost control. Include examples of past projects of a similar nature and a contact person with phone number for all projects. [45 Points]
3. Capacity of the firm to perform the work. Include a project team for this specific job and qualifications of all team members. [15 Points]
4. Proposed time frame of the project, taking into consideration the current workload of the firm. [20 Points]

TOTAL POSSIBLE POINTS 100 Points

Elaborate and expensive presentation aids are not necessary nor encouraged. The City will evaluate all submittals and select the top three firms for further discussions. Following discussions, the City will require the top qualified firm to meet the City representative for the purpose of contract negotiations for a fixed price or not to exceed contract. Cost and percentage of cost contracts are not allowed.

The City of McCook is an equal opportunity employer and requires all contractors and consultants to comply with all applicable Federal and State laws and regulations.

Six (6) hard copies of the Expression of Interest and Statement of Qualifications and a PDF copy (submitted via email) are required by 4:00 P.M., CDT, on August 26, 2022 in the office of: Lea Ann Doak, City Clerk, 505 West "C" Street, PO Box 1059, McCook, Nebraska 69001-1059. E-mail: ldoak@cityofmccook.com.

Please mark your envelope *PROJECT ENGINEER*. Questions should be addressed to Pat Fawver, Utilities Director, at 308-345-2022, extension 223.

The Mayor and City Council of the City of McCook, Nebraska reserve the right to waive informalities and to reject any or all proposals.

-s- Lea Ann Doak
City Clerk

Publish: August 5, 2022.

DATE: 5/5/2022
TO: Mayor and City Council – City of McCook
FROM: Miller & Associates, Funding Department, and Chris Miller, P.E. Project Manager
RE: State Revolving Loan Fund (CWSRF/DWSRF) - Program Updates for:
• Wastewater Treatment Facility Improvements

Our team is currently tracking upcoming changes within the Nebraska Department of Environment and Energy's State Revolving Loan Fund (NDEE-SRF) program. We wanted to make you aware of these changes and how it will impact your upcoming projects involving SRF Loan/Loan Forgiveness funds. These updates may change the way the City chooses to fund your CWSRF/DWSRF project. The draft Intended Use Plan (IUP) is scheduled to be released on May 16th and may have additional guidance. Key highlights of the proposed changes to date are listed below:

- ALL projects will be required to be Build America, Buy America (BABA) compliant. This means that greater than 55% of ALL materials (iron, steel, manufactured goods, and construction materials) used in your project, must be produced in America. Additional guidance for BABA can be found here: <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>
- CWSRF requires procurement of Architect/Engineering (A/E) services to be eligible for loan forgiveness. This means the City must procure engineering services for the project to be eligible for funding. IF your community desires to move forward with a CWSRF loan only it is our understanding that you may do so without going through procurement for A/E services. This option would eliminate any loan forgiveness. If the community desires to procure A/E services a certain procedure must be followed. A/E Procurement requires the following action steps:
 - The initial request for proposal must clearly state the possibility that the firm or individual selected could be awarded a contract for services during design and/or construction.
 - Publish the Request for Qualifications, and mail multiple copies to prospective Engineers.
 - Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation); Evaluation criteria should be based on demonstrated competence and qualification for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
 - Selection and discussions with at least three firms to be considered to be the most highly qualified to provide the services required; consider anticipated concepts and compare alternative methods for furnishing services;
 - Contract negotiation with the most highly qualified firm to determine the compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered.

- DWSRF projects are not subject to procurement requirements, at this time.
- If A/E procurement was not conducted, a previously prepared wastewater study or Preliminary Engineering Report will no longer be reimbursed through the SRF Program if loan forgiveness was included.
- NDEE will not be able to sign any loans until July 2022, potentially October depending on guidance from the Environmental Protection Agency. Therefore, your project will be delayed until NDEE can process your Loan Agreements.
- Loan Forgiveness for most projects will be based on population and median household income, along with additional criteria.
 - Up to 35% - population 3,300 to 10,000
 - Up to 45% - population 500 to 3,299
 - Up to 55% - population 499 and below
- The SRF program is going from 2 to 11 different types of federal grants.

Miller & Associates will continue to track the new changes in the program and keep you updated when the rules, regulations, and guidelines are finalized.

**CITY MANAGER'S REPORT
AUGUST 1, 2022 CITY COUNCIL MEETING**

ITEM: 3.A.

Molly Smith, President/CEO McCook Chamber of Commerce, request that \$6,000 in ACE revenue funds be allocated for Chamber use in the city's FY22/23 budget.

BACKGROUND:

Ms. Smith will be present at the August 1 meeting to address their request with the Council.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

July 28, 2022



Nathan A. Schneider, City Manager

July 28, 2022

Lea Ann Doak

From: Molly Smith <molly@mccookchamber.org> on behalf of Molly Smith
Sent: Wednesday, July 27, 2022 1:34 PM
To: Nate Schneider (nschneider@cityofmccook.com); Clerk Lea Ann Doak
Cc: Jade Lesko (jadef4@hotmail.com); Joe Townsley (joet@gtainsures.com); Lori Beeby
Subject: ACE Funds Request

The McCook Chamber of Commerce is requesting \$6,000 in ACE Funds from the McCook City Council.

These funds would be allocated to:

- Advertising for Crazy Days
- Advertising for Heritage Days
- Promoting local Christmas shopping
- Social Media/Business Promotion

I am available to speak to this request at the August 1st City Council meeting.

Please let me know if you need anything further.

Molly Smith | President/CEO
McCook Chamber of Commerce
402 Norris Avenue | Suite 301
McCook, NE 69001
308.345.3200
molly@mccookchamber.org

Involvement | Education | Advocacy | Marketing

**CITY MANAGER'S REPORT
AUGUST 1, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.B Discussion regarding a potential ballpark project.

BACKGROUND:

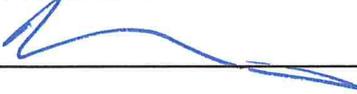
At the July 18, 2022, McCook City Council meeting, the City Council accepted the McCook Pool Committee's recommendation regarding a preferred swimming pool project. At the same meeting, the City Council discussed a potential ballpark project. Specifically, discussion was held regarding the possibility of combining a swimming pool project and a ballpark project into one ballot question, with both projects to be funded by a local option sales tax increase of .5%. Currently, the City of McCook has a voter approved local option sales tax of 1.5%. If the citizens of McCook voted in favor of a recreational bond backed by a new .5% local option sales tax increase, the total local option sales tax would be set at 2% for a period of 10 years, or until the bond obligation was paid in full, per state statute.

At the City Council's direction, staff has worked with Paul Grieger of D.A. Davidson and Mike Rogers of Gilmore Bell to create a local option sales tax scenario that would include both a swimming pool project and a ballpark project. A funding scenario has been developed that would allow for both projects to be paid for through the implementation of a local option sales tax. Based on the City of McCook's current local option sales tax receipts, a new voter approved .5% local option sales tax bond would have to be extended to 20 years in order to construct both projects. Additionally, approximately \$50,000 annually from the current 1.5% local option sales tax will need to be allotted to repayment of a new recreational bond. Historically, the McCook City Council has used a portion of the current 1.5% local option sales tax to construct and maintain community facilities. Over the years, the Council has made it a practice to set sales tax funds aside for street and drainage projects. After accounting for street and drainage sales tax related set asides, past City Councils have earmarked uncommitted sales tax dollars to pay for other necessary capital projects. If desired as a form of bond repayment, the City Council can use uncommitted sales tax dollars derived from the current voter approved local option sales tax to pay on a voter approved recreational bond, avoiding the necessity of having to use ad valorem taxes for repayment.

Additionally, staff would like to share renderings of a proposed ballpark for the City Council and public to view. As was mentioned at the July 18, 2022 McCook City Council meeting, two generous citizens have offered to donate a sizeable gift to assist in the creation of a new ballpark. Those same citizens have also interviewed many local ballpark users (ie. coaches from McCook Community College, McCook High School, the McCook Legion Program, and other youth teams) to determine necessary amenities. Based on the feedback from these coaches and ballpark users, the generous ballpark donors have created a concept for the City Council's consideration. The ballpark concepts will be a part of the discussion related to this agenda item.

Staff has asked Paul Grieger to be present to answer questions at the meeting. Staff will also be available to assist with any questions the City Council and citizens may have.

APPROVALS:



July 27, 2022

Nathan A. Schneider, City Manager



July 27, 2022

Lea Ann Doak, City Clerk



July 27, 2022

Kyle Potthoff, Public Works Director

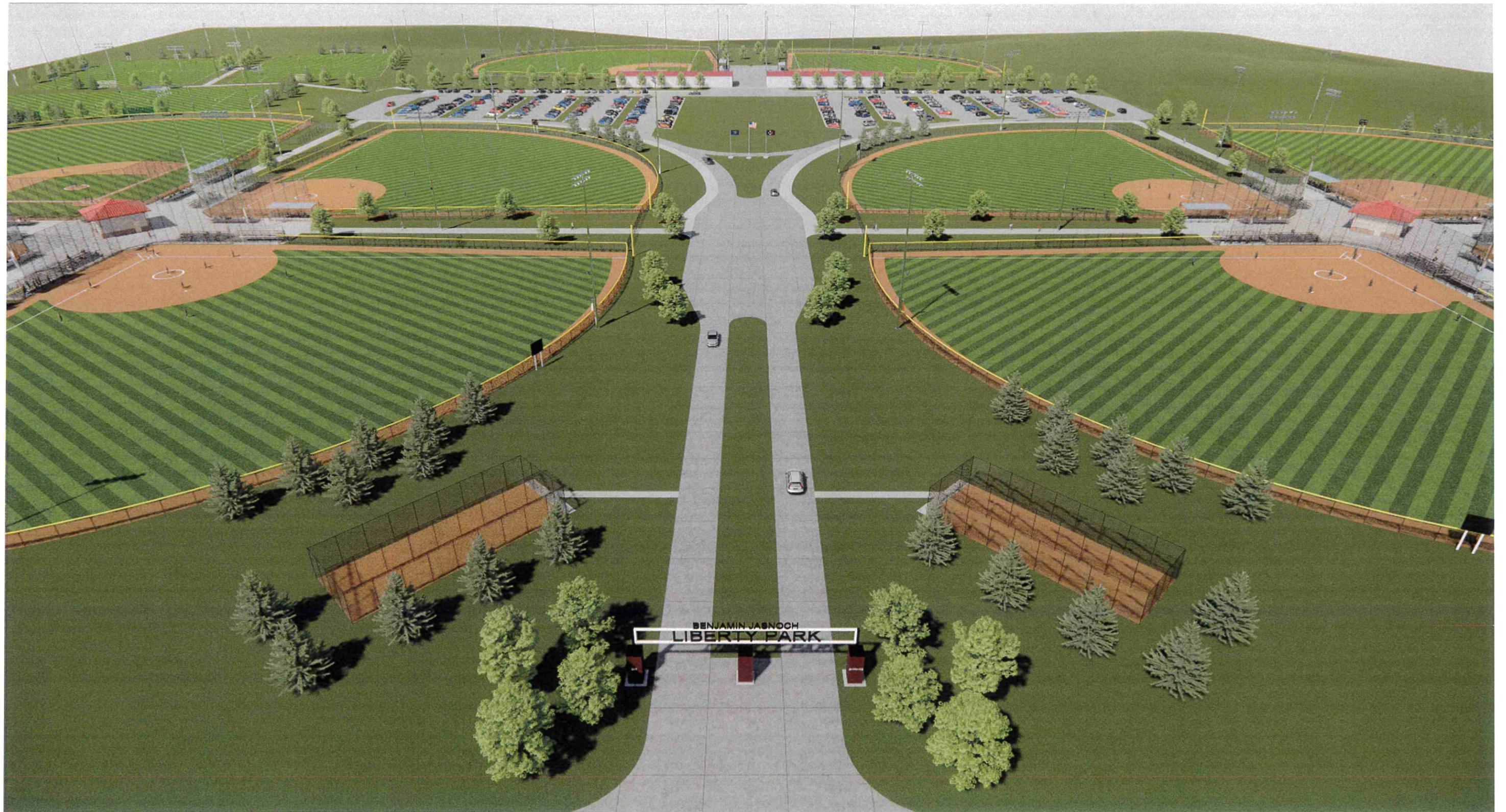


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Project Number: 2224



BENJAMIN - JASNOCH LIBERTY PARK



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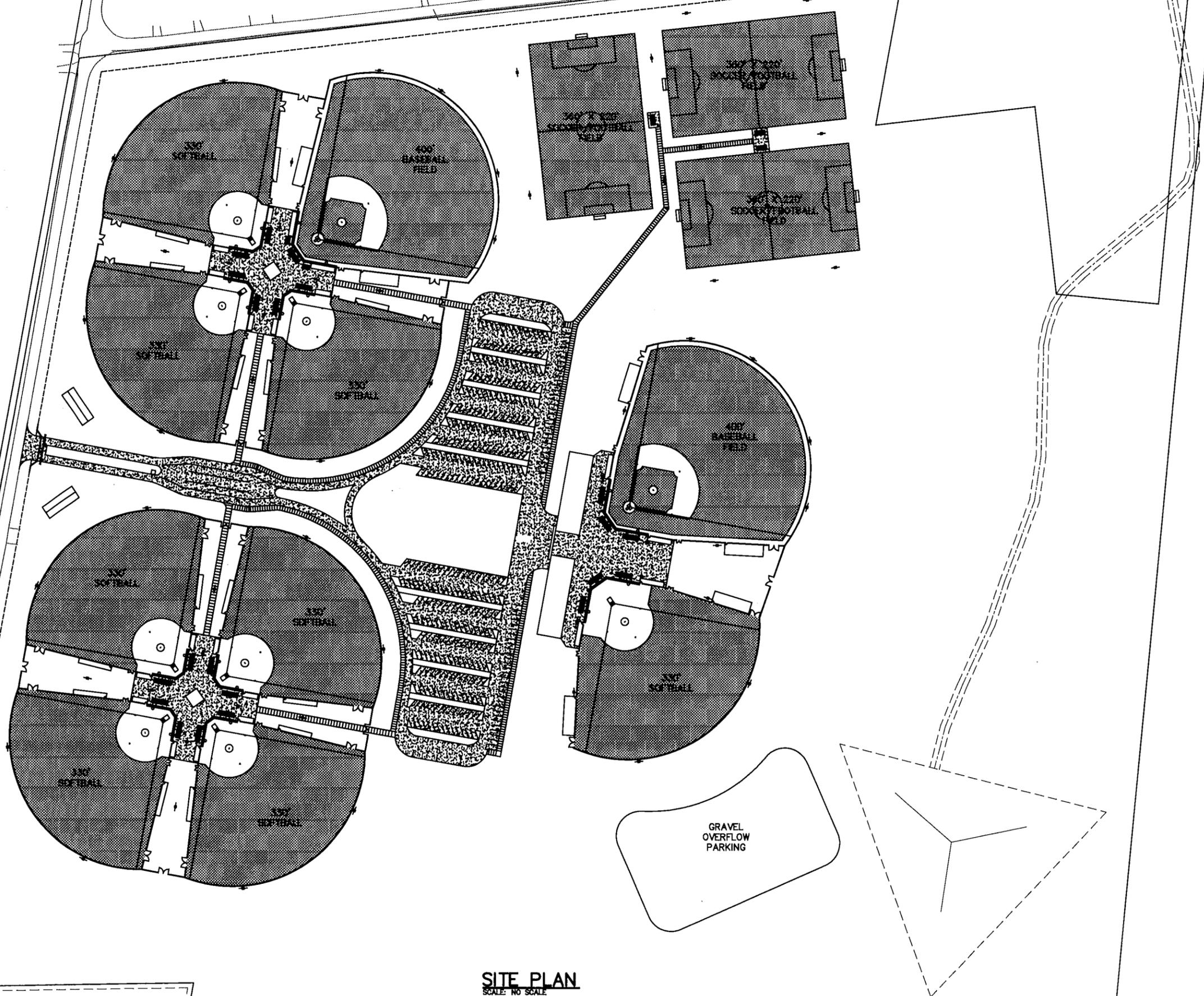


Project Number: 2224

BENJAMIN - JASNOCH LIBERTY PARK



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SITE PLAN
SCALE: NO SCALE

BENJAMIN JASNOCH LIBERTY PARK
NEW BASEBALL-SOFTBALL-SOCCER COMPLEX
MCCOOK, NEBRASKA

REVISIONS		
NO.	DATE	REMARKS

DATE	MAY, 2022
DRAWN	ATP
JOB NO.	21-652



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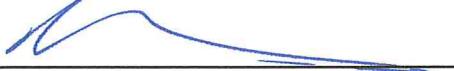
**CITY MANAGER'S REPORT
AUGUST 1, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.C Instruct staff to include a potential ballpark project as part of a local option sales tax backed ballot question, said instruction to include creating the necessary documentation to include a potential ballpark project on the requisite ballot question.

BACKGROUND:

Staff is requesting that the City Council instruct them to move forward with the necessary documentation to include a potential ballpark project in a potential voter approved local option sales tax backed ballot question. Staff will bring the necessary documents and resolutions to the City Council in final format at the August 15, 2022 McCook City Council meeting. All required documents related to a local option sales tax ballot question must be filed on or prior to September 1, 2022.

APPROVALS:



July 27, 2022

Nathan A. Schneider, City Manager


July 27, 2022

Lea Ann Doak, City Clerk


July 27, 2022

Kyle Potthoff, Public Works Director

**CITY MANAGER'S REPORT
AUGUST 1, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.D. Adopt Resolution 2022-05, approving an Interlocal Cooperation Agreement between the City of McCook and Red Willow County School District 0017 for the purpose of cooperating in the construction of certain recreational facilities in and for the benefit of the City of McCook and its residents and for the benefit of the Red Willow County School District 0017 and its students.

BACKGROUND:

Pursuant to state statute, no municipal sales and use tax shall be imposed at a rate greater than 1.5% unless the municipality is a party to an interlocal agreement pursuant to the Interlocal Cooperation Act. With the impact a local option sales tax backed recreation bond could have on our local youth, the obvious partner for the required interlocal agreement is Red Willow County School District 0017. Staff attended the June 2022 Red Willow County School District 0017 School Board meeting to inquire if the Board would like to partner with the City of McCook in an interlocal agreement regarding a sales and use tax funded recreational project. School Board members indicated that they are interested in partnering with the City of McCook for an agreement.

If the McCook City Council approves the Interlocal Cooperation Agreement with the Red Willow County School District 0017, staff will forward the Agreement to the School District for its ratification.

APPROVALS:



Nathan A. Schneider, City Manager

July 27, 2022



Lea Ann Doak, City Clerk

July 27, 2022



Kyle Pottthoff, Public Works Director

July 27, 2022

CITY OF MCCOOK

RESOLUTION NO. 2022-05

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH RED WILLOW COUNTY SCHOOL DISTRICT 0017 (MCCOOK PUBLIC SCHOOLS) RELATED TO RECREATIONAL FACILITIES.

WHEREAS, Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act (Chapter 13, Article 8, Reissue Revised Statutes of Nebraska, as amended, the "Interlocal Act") authorize any two or more public agencies to exercise jointly any power or powers, privileges or authority exercised or capable of exercise by any of the participating public agencies, and to enter into agreements with one another for such purposes.

WHEREAS, each of the City and Red Willow County School District 0017 (the "District"; and the City and the District each referred to as a "Party" and, collectively, the "Parties") is a "public agency" as defined in the Interlocal Act.

WHEREAS, each Party deems it necessary, desirable, advisable and in its best interest to enter into an interlocal agreement between the City and the District (the "Agreement") related to public infrastructure projects, which are expected to include swimming pool and ballpark facilities (the "Projects").

WHEREAS, each Party desires to enter into the Agreement to (i) create a separate administrative committee relating to the Projects, which are public infrastructure projects, and (ii) include provisions, including benchmarks, relating to the long-term development of such public infrastructure projects between the Parties.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of McCook, Nebraska, that the City shall enter into an Interlocal Cooperation Agreement with Red Willow County School District 0017 (McCook Public Schools), and the Mayor and City Clerk be and they are hereby authorized to execute on behalf of the City said Agreement in substantially the form presented but with any changes as such officers shall deem appropriate for and on behalf of the City.

This resolution shall be in full force and take effect from and after adoption as provided by law.

PASSED AND APPROVED THIS 1ST DAY OF AUGUST, 2022.

CITY OF MCCOOK, NEBRASKA

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

AN INTERLOCAL COOPERATION AGREEMENT BETWEEN

THE CITY OF MCCOOK

AND

**RED WILLOW COUNTY SCHOOL DISTRICT 0017
(MCCOOK PUBLIC SCHOOLS)**

This agreement is made and entered into upon execution hereof by and between the City of McCook, Nebraska (the "City"), and Red Willow County School District 0017 (McCook Public Schools) (the "District"), both political subdivisions of the State of Nebraska.

WHEREAS, the State of Nebraska legislature, under Statute Number 13-801 et. Seq, the Interlocal Cooperation Act, allows interlocal agreements between governmental entities; and,

WHEREAS, the City and the District wish to cooperate in the construction of certain recreational facilities in and for the benefit of the City and its residents and for the benefit of the District and its students;

NOW THEREFORE, in consideration of the mutual promises and benefits to accrue to both Parties hereto, the City and District agree as follows:

1. The City agrees that it shall construct recreational facilities for use by the community of McCook, which are expected to include swimming pool and ballpark facilities (the "Project"), to the extent sales tax revenues and other funds are available for such purposes as described in Section 4 below.

2. The City and the District agree to hold annual meetings each year, prior to the September 30th fiscal year end of the City. The official participants in such meetings will consist of no more than three representatives appointed by the City Council, and two representatives appointed by the Board of Education of the District to discuss the operations of the Project.

3. The representatives appointed by the City and the District to attend the annual meeting shall constitute the "The McCook Community Recreation Facilities Committee". The Committee shall (a) evaluate and discuss the proposed schedules for use of the Project by various parties, which may include the District, (b) discuss the status and functionality of the Project and any other recreation facilities of the City and District which may affect use of the Project, (c) review and provide input and advice with respect to any additional recreational facilities of the City and District which may impact use of the Project, and (d) for purposes of Neb. Rev. Stat. Section 77-27,142(3) shall be a separate administrative entity relating to a public infrastructure project, as defined in Neb. Rev. Stat. Section 77-27,142(2) and including without limitation the unified governance of the Project and other recreation facilities of the City. Said Committee shall be created and come into existence effective September 1, 2022. Such committee shall be responsible for evaluating and making recommendations for long term development of unified governance of said public infrastructure Project with respect to the City and District, and at least every five years after this Agreement is entered into such Committee shall review performance of the Project, including without limitation capital and operating costs, effectiveness and efficiencies, with comparable facilities of the City or District, in addition to any other benchmarks periodically established by the Committee or Nebraska Legislature.

4. The City agrees to call an election at the Statewide general election to be held November 8, 2022, to increase the local sales and use tax rate of the City by one-half of one percent (0.50%) in order to provide partial funding of the Project, with additional funding expected to come from fundraising and

other sources. The term of this Agreement shall be ten (10) years from its effective date and thereafter from year-to year unless terminated on an anniversary date thereof by at least three (3) years prior written notice given by either Party to the other. Notice to terminate this Agreement can be given by either Party any time after the third (3) year of the original ten (10) year term.

5. Notwithstanding anything herein to the contrary, (a) as between the District and the City, the Project shall be owned or controlled by the City and the City shall bear all operational and maintenance responsibility with respect to the Project; (b) the separate administrative entity created hereunder shall have no authority to issue bonds, and any financing of the Project by the City shall in no way be attributable to the District; (c) the District and City shall agree separately with respect to liability of the District for any use of the Project by the District from time to time.

6. This agreement may be amended by a majority vote of the elected bodies of the City and the District after the completion of the first year of the agreement. It is expressly understood and agreed by and between the parties hereto that this agreement shall continue in full force and effect until it is amended, replaced, or terminated by a majority vote of the elected City Council of the City and Board of Education of the District.

IN WITNESS WHEREOF, the parties did execute this Agreement as of the ____ day of _____, 2022.

The City of McCook, Nebraska

By: _____
Mayor

Attest:

City Clerk

Red Willow County School District 0017
(McCook Public Schools)

By: _____
President, Board of Education

Attest:

Secretary, Board of Education

77-27,142. Incorporated municipalities; sales and use tax; authorized; election.

(1) Any incorporated municipality other than a city of the metropolitan class by ordinance of its governing body is hereby authorized to impose a sales and use tax of one-half percent, one percent, one and one-half percent, one and three-quarters percent, or two percent upon the same transactions that are sourced under the provisions of sections 77-2703.01 to 77-2703.04 within such incorporated municipality on which the State of Nebraska is authorized to impose a tax pursuant to the Nebraska Revenue Act of 1967, as amended from time to time. Any city of the metropolitan class by ordinance of its governing body is hereby authorized to impose a sales and use tax of one-half percent, one percent, or one and one-half percent upon the same transactions that are sourced under the provisions of sections 77-2703.01 to 77-2703.04 within such city of the metropolitan class on which the State of Nebraska is authorized to impose a tax pursuant to the Nebraska Revenue Act of 1967, as amended from time to time. No sales and use tax shall be imposed pursuant to this section until an election has been held and a majority of the qualified electors have approved such tax pursuant to sections 77-27,142.01 and 77-27,142.02.

(2)(a) Any incorporated municipality that proposes to impose a municipal sales and use tax at a rate greater than one and one-half percent or increase a municipal sales and use tax to a rate greater than one and one-half percent shall submit the question of such tax or increase at a primary or general election held within the incorporated municipality. The question shall be submitted upon an affirmative vote by at least seventy percent of all of the members of the governing body of the incorporated municipality.

(b) Any rate greater than one and one-half percent shall be used as follows:

(i) In a city of the primary class, up to fifteen percent of the proceeds from the rate in excess of one and one-half percent may be used for non-public infrastructure projects of an interlocal agreement or joint public agency agreement with another political subdivision within the municipality or the county in which the municipality is located, and the remaining proceeds shall be used for public infrastructure projects or voter-approved infrastructure related to an economic development program as defined in section 18-2705; and

(ii) In any incorporated municipality other than a city of the primary class, the proceeds from the rate in excess of one and one-half percent shall be used for public infrastructure projects or voter-approved infrastructure related to an economic development program as defined in section 18-2705.

For purposes of this section, public infrastructure project means and includes, but is not limited to, any of the following projects, or any combination thereof:

Public highways and bridges and municipal roads, streets, bridges, and sidewalks; solid waste management facilities; wastewater, storm water, and water treatment works and systems, water distribution facilities, and water resources projects, including, but not limited to, pumping stations, transmission lines, and mains and their appurtenances; hazardous waste disposal systems; resource recovery systems; airports; port facilities; buildings and capital equipment used in the operation of municipal government; convention and tourism facilities; redevelopment projects as defined in section 18-2103; mass transit and other transportation systems, including parking facilities; and equipment necessary for the provision of municipal services.

(c) Any rate greater than one and one-half percent shall terminate no more than ten years after its effective date or, if bonds are issued and the local option sales and use tax revenue is pledged for payment of such bonds, upon payment of such bonds and any refunding bonds, whichever date is later, except as provided in subdivision (2)(d) of this section.

(d) If a portion of the rate greater than one and one-half percent is stated in the ballot question as being imposed for the purpose of the interlocal agreement or joint public agency agreement described in subdivision (2)(b)(i) or subsection (3) of this section, and such portion is at least one-eighth percent, there shall be no termination date for the rate representing such portion rounded to the next higher one-quarter or one-half percent.

(e) Sections 13-518 to 13-522 apply to the revenue from any such tax or increase.

(3)(a) No municipal sales and use tax shall be imposed at a rate greater than one and one-half percent or increased to a rate greater than one and one-half percent unless the municipality is a party to an interlocal agreement pursuant to the Interlocal Cooperation Act or a joint public agency agreement pursuant to the Joint Public Agency Act with a political subdivision within the municipality or the county in which the municipality is located creating a separate legal or administrative entity relating to a public infrastructure project.

(b) Except as provided in subdivision (2)(b)(i) of this section, such interlocal agreement or joint public agency agreement shall contain provisions, including benchmarks, relating to the long-term development of unified governance of public infrastructure projects with respect to the parties. The Legislature may provide additional requirements for such agreements, including benchmarks, but such additional requirements shall not apply to any debt outstanding at the time the Legislature enacts such additional requirements. The separate legal or administrative entity created shall not be one that was in existence for one calendar year preceding the submission of the question of such tax or increase at a primary or general election held within the incorporated municipality.

(c) Any other public agency as defined in section 13-803 may be a party to such interlocal cooperation agreement or joint public agency agreement.

(d) A municipality is not required to use all of the additional revenue generated by a sales and use tax imposed at a rate greater than one and one-half percent or increased to a rate greater than one and one-half percent under this subsection for the purposes of the interlocal cooperation agreement or joint public agency agreement set forth in this subsection.

(4) The provisions of subsections (2) and (3) of this section do not apply to the first one and one-half percent of a sales and use tax imposed by a municipality.

(5) Notwithstanding any provision of any municipal charter, any incorporated municipality or interlocal agency or joint public agency pursuant to an agreement as provided in subsection (3) of this section may issue bonds in one or more series for any municipal purpose and pay the principal of and interest on any such bonds by pledging receipts from the increase in the municipal sales and use taxes authorized by such municipality. Any municipality which has or may issue bonds under this section may dedicate a portion of its property tax levy authority as provided in section 77-3442 to meet debt service obligations under the bonds. For purposes of this subsection, bond means any evidence of indebtedness, including, but not limited to, bonds, notes including notes issued pending long-term financing arrangements, warrants, debentures, obligations under a loan agreement or a lease-purchase agreement, or any similar instrument or obligation.

Source: Laws 1969, c. 629, § 1, p. 2530; Laws 1978, LB 394, § 1; Laws 1978, LB 902, § 1; Laws 1979, LB 365, § 1; Laws 1981, LB 40, § 1; Laws 1985, LB 116, § 1; Laws 1986, LB 890, § 1; Laws 2003, LB 282, § 80; Laws 2012, LB357, § 1; Laws 2013, LB104, § 1.

Cross References

Interlocal Cooperation Act, see section 13-801.

Joint Public Agency Act, see section 13-2501.

Nebraska Revenue Act of 1967, see section 77-2701.

Annotations

City use tax was properly imposed upon property stored in the city for approximately one year before shipment to its ultimate destination within this state. *Omaha P. P. Dist. v. Nebraska State Tax Commissioner*, 210 Neb 309, 314 N.W.2d 246 (1982).

This section does not limit the power to propose or reject ordinances concerning a municipal sales tax to the legislative body of a municipality, and does not except sales tax ordinances from the usual power of initiative and referendum. *State ex rel. Boyer v. Grady*, 201 Neb. 360, 269 N.W.2d 73 (1978).

CITY MANAGER'S REPORT

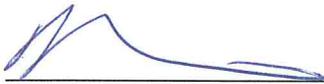
AUGUST 1, 2022 MCCOOK CITY COUNCIL MEETING

ITEM NO. 3.E. Approve Ordinance No. 2022-3042 on its second reading, providing for the voluntary annexation of a tract of land located north of "R" Street along West 7th Street in the NE1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, which is a part of the Willow Grove Precinct, said property owned by John and Elizabeth Nothnagel.

BACKGROUND:

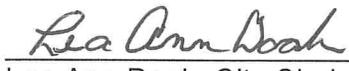
A copy of the City Manager's Report presented for the July 18, 2022 meeting is attached to this report for background information. Staff has received no inquires regarding the Nothnagel's annexation request following the July 18, 2022 McCook City Council meeting.

APPROVALS:



Nathan A. Schneider, City Manager

July 27, 2022



Lea Ann Doak, City Clerk

July 27, 2022

**CITY MANAGER'S REPORT
JULY 18, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 2.A. Public Hearing - Regarding the voluntary annexation of a tract of land located north of "R" Street along West 7th Street in the NE1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County Nebraska, said property owned by John and Elizabeth Nothnagel.

ITEM NO. 2.B. Approve Ordinance No. 2022- 3042, on its first reading, providing for the annexation of a tract of land located north of "R" Street along West 7th Street in the NE1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, said property owned by John and Elizabeth Nothnagel.

BACKGROUND:

The City of McCook has received a written petition from John and Elizabeth Nothnagel requesting a voluntary annexation of property they own north of West "R" Street along West 7th Street in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County Nebraska. The full legal description is included in the attached Notice of Public Hearing for a Proposed Annexation and the Notice of Public Hearing is incorporated into this report by reference. John and Elizabeth Nothnagel's request follows MEDC's voluntary annexation of property, which is located directly south of the Nothnagel lot. As discussed at prior meetings, residential development is a pressing community need and annexing both the Nothnagel property and MEDC property could help with defraying the cost of infrastructure development if Tax Increment Financing is determined to be a viable funding option per the Nebraska Community Development law.

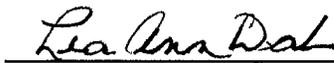
To this end, in order to advance the development of Clary Subdivision, infrastructure must be built. Additionally, current infrastructure such as West 7th Street needs improvement. By bringing the Nothnagel and MEDC properties into McCook's city limits, there is a possibility that the TIF generated from future residential projects could offset some of the costs associated with a West 7th Street improvement project.

On July 11th, the McCook Planning Commission unanimously voted in favor of passing a resolution recommending approval of the annexation request to the McCook City Council.

APPROVALS:


Nathan A. Schneider, City Manager

July 13, 2022


Lea Ann Doak, City Clerk

July 13, 2022

ORDINANCE NO. 2022-3042

AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF MCCOOK, COUNTY OF RED WILLOW, STATE OF NEBRASKA, BY ANNEXING THERETO A CERTAIN TRACT OF LAND CONTIGUOUS TO AND NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE CITY OF MCCOOK, NEBRASKA; REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. The following described real property is contiguous and adjacent to the City of McCook, Nebraska, is urban or suburban in nature, and has been proposed for annexation by the act, authority and acquiescence of the owners thereof:

A tract of land located in the NE ¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, which is a part of the WILLOW GROVE PRECINCT, more particularly described as follows:

Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the 1/4 section line a distance of 565.65 feet to a point on the north line of "R" Street. Thence S85°38'36"E along the north right-of-way of "R" Street a distance of 1082.84 feet to a point, thence N00°34'20"W a distance of 633.34 feet to a point, which is the Point of Beginning, thence N00°34'18"W a distance of 234.53 feet to a point, thence S85°38'09"E a distance of 116.81 feet to a point, thence Southerly along a curve having a radius of 2108.5 feet, a distance of 233.97 feet, thence N85°38'35"W a distance of 86.79 feet to the Point of Beginning. Said tract containing .53 acres more or less subject to any easement, right-of-ways and reservations of record.

SECTION 2. The corporate limits of the City of McCook, Nebraska, are hereby extended and increased so as to include and embrace within the corporate limits of the City of McCook, Nebraska, the territory described in SECTION 1 hereof, and such territory is hereby annexed and declared to be a part of the City of McCook, Nebraska.

SECTION 3. The real property hereby included within the corporate limits of the City of McCook and the persons residing thereon shall hereinafter be subject to all of the rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included with the City of McCook, Nebraska.

SECTION 4. The map or plat attached to this Ordinance is an accurate map of the territory annexed, and the same is hereby adopted as the official map and plat of the territory hereby annexed, which map and plat show the legal boundaries thereof.

SECTION 5. This Ordinance, with the certified copy of the official map attached hereto, shall be recorded in the office of the Clerk and Recorder of Red Willow County, Nebraska.

SECTION 6. If any provision of this Ordinance shall be held invalid, its invalidity shall not affect any other provisions of this Ordinance that can be in effect without the invalid provision, and for this purpose the provisions of this Ordinance are hereby declared to be separable.

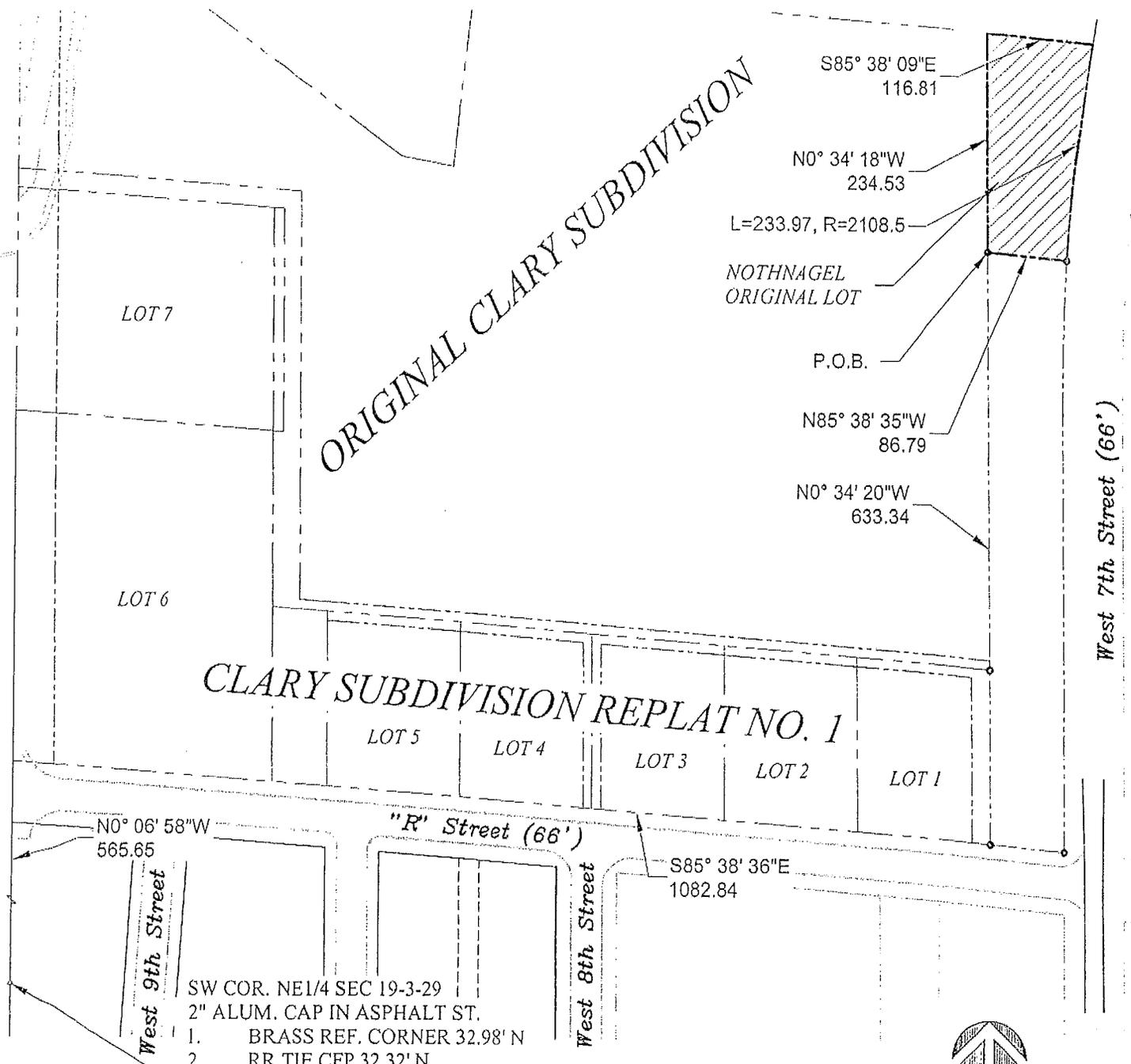
SECTION 7. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED this _____ day of _____, 2022.

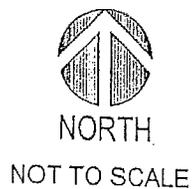
Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk



- SW COR. NE1/4 SEC 19-3-29
 2" ALUM. CAP IN ASPHALT ST.
1. BRASS REF. CORNER 32.98' N
 2. RR TIE CFP 32.32' N
 3. CENTER STORM MH 39.50' NE
 4. CENTER STORM MH 39.39' SW
 5. NAIL/BOTTLE CAP IN PP 31.23' S
 6. CENTER STORM MH 80.35' SW



LEGAL DESCRIPTION

A tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, which is part of the WILLOW GROVE PRECINCT, more particularly described as follows:

Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the 1/4 section line a distance of 565.65 feet to a point on the north line of "R" Street. Thence S85°38'36"E along the north right-of-way of "R" Street a distance of 1082.84 feet to a point, thence N00°34'20"W a distance of 633.34 feet to a point, which is the Point of Beginning, thence N00°34'18"W a distance of 234.53 feet to a point, thence S85°38'09"E a distance of 116.81 feet to a point, thence southerly along a curve having a radius of 2108.5 feet a distance of 233.97 feet, thence N85°38'35"W a distance of 86.79 feet to the Point of Beginning.

Said tract containing .53 acres more or less subject to any easement, right-of-ways and reservations of record

EXHIBIT A

**CITY MANAGER'S REPORT
AUGUST 1, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.F Discussion regarding procedural and legal elements associated with the annexation of property by the City of McCook.

BACKGROUND:

Staff is working with McCook's city attorney to complete a legal review of State of Nebraska statutes and McCook ordinances to assure any potential annexation is done properly. Staff would like to share some of the findings with the City Council.

APPROVALS:



Nathan A. Schneider, City Manager

July 28, 2022



Lea Ann Doak, City Clerk

July 28, 2022

STEPS TO INVOLUNTARY ANNEXATION

1. The McCook City Council shall by ordinance set a reasonable time within which the recommendation from the planning commission is to be received (Neb. Rev. Stat. § 19-929(1)).
2. McCook Planning Commission has public hearing regarding proposed annexation (Neb. Rev. Stat. § 19-929(1)).
3. McCook Planning Commission makes recommendation to McCook City Council (Neb. Rev. Stat. § 19-929(1)).
4. City Council adopts Plan for Services and Resolution (Neb. Rev. Stat. § 16-117(3))
 - 4.1. Plan for services (Neb. Rev. Stat. § 16-117(4)) :
 - 4.1.1. The Plan would state that there is no cost.
 - 4.1.2. How the services already being provided will be maintained
 - 4.1.3. Needs to include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.
 - 4.2. Resolution (Neb. Rev. Stat. § 16-117(3)):
 - 4.2.1. The time, date, and location of the public hearing required by subsection (5) of this section;
 - 4.2.2. A description of the boundaries of the land proposed for annexation; and
 - 4.2.3. That the plan of the city for the extension of city services to the land proposed for annexation is available for inspection during regular business hours in the office of the city clerk.
5. Public Hearing (Neb. Rev. Stat. § 16-117(3))
 - 5.1. Has to be held within 60 days following the adoption of the resolution
6. Publication (Neb. Rev. Stat. § 16-117(6))
 - 6.1. A copy of the resolution providing for the public hearing shall be published at least once not less than ten days preceding the date of the public hearing.
 - 6.1.1. A map drawn to scale delineating the land proposed for annexation shall be published with the resolution.
7. A copy of the resolution providing for the public hearing shall be sent by first-class mail following its passage to the school board of any school district in the land proposed for annexation (Neb. Rev. Stat. § 16-117(6)).
8. After all of the above is done, the City Council passes an ordinance annexing the property (Neb. Rev. Stat. § 16-117(1)).