

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, May 1, 2023
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

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

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
 - A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review committee regarding meeting held April 24, 2023.
 1. Adjourn the Public Hearing.
 - B. Accept the minutes of the January 23, 2023 Economic Development Plan Citizen's Advisory Review Committee meeting.
3. Proclamations.
 - A. Approve the proclamation designating the week of May 9 - 15, 2023 as "Police Week" and authorize the Mayor to sign.
 - B. Approve and authorize the Mayor to sign a proclamation declaring the week of May 7 - 13, 2023 as "Drinking Water Week"
4. Consent Agenda.

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

 - A. Approve the minutes of the April 17, 2023 regular City Council meeting.
 - B. Approve Specifications and Procurement documents for Storage Facility at the Wastewater Treatment Plant and set date to receive bids for May 25, 2023 at 2:00 P.M.
 - C. Ratify the Mayor's appointment of Natalie Mickey to the Senior Citizens Advisory Board to fill the remaining four-month term of Joe Ryland's and for a new term that expires September 2026.

- D. Recommend approval to the Nebraska Liquor Control Commission the Application for Manager submitted by TJ's Family Fun Center, 1511 N Hwy 83, which holds License #IB-077142, the applicant being Jana G. Sides.
 - E. Approve the application for a Special Designated Liquor License submitted by Tidy's Sip & Seed, LLC, Liquor License #CK-124026 for a wedding reception to be held at the Red Willow County Fairgrounds Community, 1412 West 5th Street, on September 16, 2023 from 5:00 P.M. to 12:00 A.M.
 - F. Accept the minutes of the January 17, 2023 Senior Center Advisory Board meeting.
 - G. Authorize Joann Falkenburg to block off parking along the east side of West 1st Street between West "C" Street and the entrance into the Wells Fargo parking garage for periods of time between May 12, 2023 through no later than June 9, 2023 for the painting of a mural on the west side of the old Ben Franklin building.
 - H. Approve the request from Tricia Wagner to close the following streets for the 7th Annual Cruisin' the Bricks Cruise Night and Car Show on Saturday, June 24, 2023 from 6:00 A.M. TO 8:00 P.M. - West 2nd Street from "B" Street to Halfway between West "C" Street and West "D" Street (including the intersection at West 2nd and "C" Streets); West "C" Street from West 1st Street to West 3rd Street (including alleys and the intersection of West 2nd Street and West "C" Streets), and on Saturday June 24, 2023 from 7:30 P.M. to 8:30 P.M. - West "C" Street from Norris Avenue to West 1st Street (including the alley); East "C" Street from Norris Avenue to East 1st Street (including the alley); including turning off the traffic signal at the intersection of Norris Avenue and "C" Streets.
 - I. Award of bid and approve the purchase of one (1) new 4-wheel drive Type 1 Ambulance to Professional Ambulance Service, DBA SERVS, who submitted the lowest responsible bid of \$347,359.00.
 - J. Approve the request from Starla Werkmeister to host a Color Fun Run Fundraiser utilizing city streets on Saturday, June 10, 2023 from 6:45 A.M. to noon.
5. Meeting of the Community Development Agency.
- A. Meeting of the Community Development Agency - recess as City Council and convene meeting.
 - 1. Call to Order and Roll Call.
 - 2. Open Meetings Act Announcement.
 - B. Adopt Resolution No. CDA 2023-01 authorizing and approving the first amendment to the redevelopment plan for the North Pointe Redevelopment Project.
 - C. Adopt Resolution No. CDA 2023-02 authorizing and approving a Redevelopment Agreement between the City of McCook Community Development Agency and the McCook Economic Development corporation, said agreement for the North Pointe Redevelopment Project - Phase II.
 - 1. Adjourn the McCook Community Development Agency.
6. Regular Agenda.

- A. Adopt Resolution No. 2023-07 authorizing and approving the Redevelopment Agreement between the City of McCook/CDA and the McCook Economic Development Corporation, said agreement for the North Pointe Redevelopment Project - Phase II.
- B. Ordinance No. 2023-3066 approving the voluntary annexation of a tract of land located in the SW 1/4 of Section 28, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska, said tract of land owned by Perry and Vicky Case.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2023-3066 upon its second of three readings.
- C. Update regarding the swimming pool and ballpark projects.
- D. Hear a brief presentation from City Attorney regarding the Land Bank progress.
- E. Council Comments.
- F. 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.
- G. Adopt Resolution No. 2023-06 amending the current Collective Bargaining Agreement between the City of McCook and the Fraternal Order of Police, Lodge 57 for the period of October 1, 2022 to September 30, 2024, and authorize the Mayor to sign amended Collective Bargaining Agreement.

Adjournment.

**CITY MANAGER'S REPORT
MAY 1, 2023 CITY COUNCIL MEETING**

ITEM: **2.A.** Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review committee regarding meeting held April 24, 2023.

ITEM: **2.B.** Accept the minutes of the January 23, 2023 Economic Development Plan Citizen's Advisory Review Committee meeting.

BACKGROUND:

Quarter Economic Development Plan Citizen's Advisory Review Committee meetings were held on January 23, 2023 and April 24, 2023. Per the City's Plan, a public hearing will be held to discuss the contents of the meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

April 26, 2023



Nathan A. Schneider, City Manager

April 26, 2023

EXHIBIT #1

PAGE(S) - 1

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mayor and City Council of McCook, Nebraska will hold a public hearing on May 1, 2023 at 5:30 p.m. in the City Council Chambers of the McCook Municipal Center concerning the findings and suggestions of the LB840 Citizens Advisory Committee regarding the functions and progress of the economic development program for the City of McCook. Individuals requiring physical or sensory accommodations including interpreter services, braille, large print, or recorded materials, please contact the City Clerk at 308-345-2022.

-s- Lea Ann Doak,
City Clerk-Treasurer

Publish: April 27, 2023

EXHIBIT #2

PAGE(S) - 1

AGENDA

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

QUARTERLY MEETING

MONDAY, APRIL 24, 2023

12:00 P.M.

HERITAGE SENIOR CENTER CONFERENCE ROOM

CALL TO ORDER

*A Copy of the Open Meetings Act is posted and available for public review in the meeting room at the Heritage Senior Center.

- ITEM NO. 1** Review and approve minutes of the January 23, 2023 meeting.
- ITEM NO. 2** Review McCook LB840 Economic Development Program.
- ITEM NO. 3** Update of LB840 Program Balances.
- ITEM NO. 4** MEDC Director's Report
- ITEM NO. 5** Open Discussion
- ITEM NO. 6** Next meeting date: July 24, 2023
- ITEM NO. 7** Adjournment

EXHIBIT #3

PAGE(S) - 10

McCook Growth Fund (LB840) PROGRAM BALANCES (MEDC format)

Program Year 10/01/22 - 9/30/23

Q2 - 3/31/2023

	Beginning	YTD	YTD	Ending	Program
	Cash on Hand	Receipts	Expenditures	Balance	Total
Loan & Grant Program	\$ 707,328.72	\$ 172,563.15	\$ 36,075.00	\$ 888,301.21	
Loan Repayments		\$ 39,351.23			
Legal			\$ -		
Publishing			\$ 45.40		
Miscellaneous			\$ -	\$ -	
Interest		\$ 5,178.51			
TOTAL					<u>\$ 888,301.21</u>
 Ending Balance					<u><u>\$ 888,301.21</u></u>
 MEDC Administration	\$ -	\$ 71,040.00	\$ 71,040.00	\$ -	

McCook Growth Fund (LB840) AVAILABLE FUNDS

Program Year 10/01/22 - 9/30/2023

Q2 - Balances as 3/31/2023

	Program Balance	Funds Allocated	Project Commitments	Available
Loan, Grants and Projects	<u>\$ 888,301.21</u>			
North Pointe Street & Infrastructure			Unknown	
McCook Business Industrial Park Expansion			Unknown	
Rural Workforce Housing			\$ 145,500.00	
Microenterprise Revolving Loan			\$ 57,225.00	
Hormel Business Plan			\$ 5,000.00	
Early Childhood Education				
New Provider Scholarship/Startup Funds		\$35,934.00		
Total Reserved and Committed		<u>\$ 35,934.00</u>	<u>\$ 207,725.00</u>	
Total Funds Available				<u><u>\$ 644,642.21</u></u>

McCook Growth Fund (LB840) Loan Status Report
03-31-2023

Current Loans	Loan Amount (a)	Late Payment Fees (b)	Interest Rate	Loan Term (Years)	Date Loan Made	Interest Earned (c)	Payments Made (d)	Loan Balance Remaining (a+b+c-d)	Loan Status
Hot Tub Brokers	\$ 100,000.00		2	10	12/13/2021	\$ 2,303.24	\$ 13,793.40	\$ 88,509.84	Current
J and A Mullen, LLC	\$ 56,500.00		3%	10	4/30/2020	\$ 4,225.01	\$ 18,550.74	\$ 42,174.27	Current
Early Morning Cackle, LLC	\$ 55,700.00	\$ 240.00	3%	10	3/19/2020	\$ 4,331.72	\$ 19,184.95	\$ 41,086.77	Current
Straight Align, LLC	\$ 50,000.00		3%	10	10/1/2019	\$ 4,367.14	\$ 19,794.80	\$ 34,572.34	Current
American Agricultural Laboratory	\$ 75,000.00		2%	10	2/5/2017	\$6,601.27	\$ 51,067.47	\$ 30,533.80	Current
MEDC North Pointe Phase I TIF Bond	\$ 208,000.00		0%	22	4/2/2015	\$0.00	\$ 133,513.12	\$ 74,486.88	Current
Clary Village Equity (Non-Recourse Loan - to be paid from residual cash flow)	\$ 120,000.00		4%	15	3/16/2015	\$38,277.05	\$ 28,103.60	\$ 130,173.45	Current*
MEDC Clary Village TIF	\$ 178,622.92		0%	17	3/16/2015	\$0.00	\$ 84,010.65	\$ 94,612.27	Current
East Ward Village (Non-Recourse Loan - to be paid from residual cash flow)	\$ 105,000.00		2%	15	7/11/2012	\$15,361.02	\$ 81,926.58	\$ 38,434.44	Current
Totals	\$ 948,822.92	\$ 240.00				\$75,466.45	\$449,945.31	\$ 574,584.06	

*This is a Non-Recourse Developer Loan/Agreement. Payments to the loan are comprised of residual income (available Net Cash Flow) from the property, when available, per the Operating Agreement, for the agreed term. Upon the Maturity Date, the entire unpaid principal balance and accrued interest is due from the borrower. Additionally, since it is a non-recourse agreement, there is the possibility of a balance could remain after the Maturity Date, MEDC would require the borrower for final payment, or consider a grant option. Nevertheless, at the end of the agreed term, MEDC would fully acquire all land, property, and equity derived from the development project, which is typically substantially of greater value.

LB840 PROGRAM BALANCES

03/831/2023

Unaudited

	(C) BEGINNING CASH ON HAND 10/1/2022	(D) FY 21/22 ANTICIPATED RECEIPTS	(E) FY 21/22 YTD RECEIPTS	(F) FY 21/22 YTD EXPENDITURES	(G) ENDING PROGRAM BALANCES (C + E - F = G)
Motor Vehicle Sales Tax ** (**Not available to MEDC)	\$ 306,045.18	\$ 38,200.00	\$ 21,993.97	\$ -	\$ 329,963.24
Interest			\$ 1,924.09		
Loan/Grant/Program	\$ 707,328.72	\$ 280,522.00	\$ 172,563.15	\$ 36,075.00	\$ 888,301.21
Loan Repayment		\$ 130,000.00	\$ 39,351.23		
Legal				\$ -	
Publishing				\$ 45.40	
Miscellaneous				\$ -	
Interest			\$ 5,178.51		
MEDC Administration	\$ -	\$ 142,080.00	\$ 71,040.00	\$ 71,040.00	\$ -
BALANCES	\$ 1,013,373.90	\$ 590,802.00	\$ 312,050.95	\$ 107,160.40	\$ <u>1,218,264.45</u>

CITY OF MCCOOK
LB840
RECEIPT REGISTER
10/01/2022 - 03/31/2023

		Total Receipt	Receipt Breakdown		
			MV Sales Tax	Loan/Grant Prog	MEDC Adm
10/22/2022	Nebr Dept of Rev	\$ 41,064.34		\$ 29,224.34	\$ 11,840.00
11/21/2022	Nebr Dept of Rev	\$ 45,909.93		\$ 34,069.93	\$ 11,840.00
12/21/2022	Nebr Dept of Rev	\$ 36,281.52		\$ 24,441.52	\$ 11,840.00
10/22/2022	MV - Nebr Dept of Rev	\$ 3,991.76	\$ 3,991.76		
11/21/2022	MV - Nebr Dept of Rev	\$ 3,822.09	\$ 3,822.09		
12/21/2022	MV - Nebr Dept of Rev	\$ 4,406.35	\$ 4,406.35		
10/31/2022	Interest	\$ 561.41	\$ 557.01	\$ 4.40	
11/30/2022	Interest	\$ 614.68		\$ 614.68	
12/31/2022	Interest	\$ 782.46		\$ 782.46	
10/3/2022	American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
10/4/2022	Hot Tub Broker - Loan Repay	\$ 919.56		\$ 919.56	
10/10/2022	Kool - Loan Repay	\$ 180.00		\$ 180.00	
10/10/2022	Kool - Loan Repay	\$ 180.00		\$ 180.00	
10/10/2022	Str Align - Loan Repay	\$ 482.80		\$ 482.80	
10/10/2022	EMC - Loan Repay	\$ 538.42		\$ 538.42	
10/13/2022	Clary Loan Payment	\$ 2,920.22		\$ 2,920.22	
10/24/2022	Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61	
10/4/2022	Kool - Loan Repay	\$ 1,014.00		\$ 1,014.00	
11/4/2022	Str Align - Loan Repay	\$ 482.80		\$ 482.80	
11/4/2022	Hot Tub Broker - Loan Repay	\$ 919.56		\$ 919.56	
11/7/2022	American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
11/11/2022	Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61	
11/185/22	EMC - Loan Repay	\$ 538.42		\$ 538.42	
11/30/2022	Hot Tub Broker - Loan Repay	\$ 919.56		\$ 919.56	
12/7/2022	Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61	
12/7/2022	EMC - Loan Repay	\$ 538.42		\$ 538.42	
12/7/2022	Str Align - Loan Repay	\$ 482.80		\$ 482.80	
12/7/2022	American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10	
12/9/2022	N Pointe - Loan Repay	\$ 7,818.05		\$ 7,818.05	
1/20/2023	Nebr Dept of Rev	\$ 40,539.45		\$ 28,699.45	\$ 11,840.00
2/21/2023	Nebr Dept of Rev	\$ 44,085.89		\$ 32,245.89	\$ 11,840.00
3/21/2023	Nebr Dept of Rev	\$ 35,722.02		\$ 23,882.02	\$ 11,840.00
1/20/2023	MV - Nebr Dept of Rev	\$ 3,462.64	\$ 3,462.64		
2/21/2023	MV - Nebr Dept of Rev	\$ 3,373.09	\$ 3,373.09		
3/21/2023	MV - Nebr Dept of Rev	\$ 2,938.04	\$ 2,938.04		
1/31/2023	Interest	\$ 1,510.35	\$ 1,367.08	\$ 143.27	
2/28/2021	Interest	\$ 1,756.20		\$ 1,756.20	
3/31/2023	Interest	\$ 1,877.50		\$ 1,877.50	
1/3/2023	Hot Tub Broker - Loan Repay	\$ 919.56		\$ 919.56	
1/16/2023	Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61	
1/16/2023	Str Align - Loan Repay	\$ 482.80		\$ 482.80	
1/16/2023	EMC - Loan Repay	\$ 538.42		\$ 538.42	
1/16/2023	American Ag Lab - Loan Repay	\$ 690.11		\$ 690.11	
1/16/2023	East Ward Village	\$ 8,180.00		\$ 8,180.00	
2/2/2023	Hot Tub Broker - Loan Repay	\$ 919.56		\$ 919.56	
2/17/2023	Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61	
2/17/1983	EMC - Loan Repay	\$ 538.42		\$ 538.42	

2/17/2023	Str Align - Loan Repay	\$	482.80	\$	482.80
2/17/2023	American Ag Lab - Loan Repay	\$	690.11	\$	690.11
3/2/2023	Hot Tub Broker - Loan Repay	\$	919.56	\$	919.56
3/10/2023	Mullen/Bee Little Loan Repay	\$	545.61	\$	545.61
3/10/2023	Str Align - Loan Repay	\$	482.80	\$	482.80
3/10/2023	EMC - Loan Repay	\$	538.42	\$	538.42
3/10/2023	American Ag Lab - Loan Repay	\$	690.10	\$	690.10

\$ 312,050.95 \$ 23,918.06 \$ 217,092.89 \$ 71,040.00 \$312,050.95

CITY OF MCCOOK
 LB840 FUND
 CHECK REGISTER
 10/01/2022 - 03/31/2023

PAYEE	DESCRIPTION	ACCT. NO.	DATE	CK NO.	AMOUNT
McCook Economic Development	SW NE Comm Betterment Gr	45 068 54465	10/12/22	1399	\$ 10,000.00
	N Pointe Platting Fees				\$ 500.00
	N Pointe Platting Fees				\$ 5,575.00
	Administration	45 068 54885			\$ 11,840.00
McCook Economic Development	Administration	45 068 54885	11/16/22	1400	\$ 11,840.00
McCook Gazette	Publishing	45 068 54020	11/26/22	1401	\$ 22.54
McCook Economic Development	Administration	45 068 54885	12/14/22	1402	\$ 11,840.00
McCook Economic Development	Administration	45 068 54885	01/18/23	1403	\$ 11,840.00
McCook Gazette	Publishing	45 068 54020	02/08/23	1404	\$ 22.86
McCook Economic Development	Reward Membership	45 068 54465	02/22/23	1405	\$ 2,500.00
	Administration	45 068 54885			\$ 11,840.00
McCook Economic Development	Administration	45 068 54885	03/15/23	1406	\$ 11,840.00
McCook Economic Development	Microenterprise Revolving	45 068 54465	03/29/23	1407	\$ 17,500.00
TOTAL					\$ 107,160.40
TOTAL BY PROGRAM					
	Publishing	45 068 54020			\$ 45.40
	Legal	45 068 54030			\$ -
	LB840 Loan/Grant/Programs	45 068 54465			\$ 36,075.00
	LB840 Street Sales Tax Res	45 068 54835			\$ -
	LB840 MEDC Administration	45 068 54885			\$ 71,040.00
TOTAL					\$ 107,160.40

**McCook Growth Fund (LB840) Economic Development Program
Second Quarter Report
October 1, 2022-September 30, 2023**

Approved, but not yet completed or paid:

McCook Business Industrial Park Expansion

2023

Recently, the MEDC entered an agreement to sell the last lot at the business park to a local business who is looking to expand their business and begin production/manufacturing within their business. With this agreement, there are no other lots available for businesses and/or business attraction within the current park.

The MEDC has been working for some time on the possible expansion of the park with a landowner. There have been discussions with the landowners about the MEDC potentially purchasing a 12-acre lot, within the next month of two, from them to develop (i.e. annex, replat, and rezone) to then resell to an interested Ag manufacturing business who is interested in bringing a new facility to McCook.

North Pointe Street & infrastructure

2023

The MEDC has a plan to begin work on the North Pointe Housing Addition by starting with street paving and the transfer of water and sewer lines to the housing development project area. The plan is to utilize Tax Increment Financing (TIF) to fund the infrastructure over 15-year increments as housing is built. However, it takes approximately two years to begin capturing TIF on a project and LB840 funds will be utilized to subsidize the payments until the TIF payments begin. The LB840 funds will be repaid at the back side of the 15-year TIF repayments.

There are two phases to install the street and infrastructure in the area. Phase II, which is being looked at to start later this fall or early next spring, would include new street paving to the newly added S Street and half (south half) of West 9th Street.

As houses begin to fill up the majority of the lots in this phase, Phase III would start to be implemented that would include the remaining of the (north half) of West 9th Street and the new T Street to the addition. Any additional TIF remaining from the entire housing development would be utilized to make improvements to the existing West 7th Street.

Rural Workforce Housing

2023

\$145,500

The Nebraska Department of Economic Development (DED) provided another funding cycle for the 2022 Rural Workforce Housing (RWFH) grant program where they were offering a 2:1 match for communities to utilize towards housing projects. Through local partnerships with businesses and organizations, the MEDC and the City of McCook utilized LB840 funds to provide \$350,000 local match towards the grant and leverage the 2:1 match offering to go towards

In February, the MEDC completed its first M.E.L.P to a local business owner towards the relocation and expansion of their cosmetology business for \$50,000 at 2.5% int. rate for 84 months.

Other Expenses

Program Administration and Operations	1/18/2023	\$11,840.00
Program Administration and Operations	2/22/2023	\$11,840.00
Program Administration and Operations	3/15/2023	\$11,840.00

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

Monday – January 23, 2023
12:00 P.M. at the Heritage Senior Center Conference Room

The Economic Development Plan Citizen's Advisory Review Committee of the City of McCook was called to order by Chairperson Sean Wolfe and began at 12:16 P.M.

A copy of the Open Meetings Act is posted on the City of McCook website and available for public review.

Present: Chairperson Sean Wolfe; Nate Schneider, City Manager; Tracy Burkey, Recording Secretary; Tera Koetter, Assistant City Manager; Members, Leon Kuhlen, Jeanette Peters, Sarah Renner, Alexis Davidson and Charlie McPherson, EDC Director.

Absent: Jordan Johnson and Rick Sinner (new member)

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on January 19, 2023 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 Economic Development Plan Citizen's Advisory Review Committee. 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.

(1) REVIEW AND APPROVE MINUTES OF October 24, 2022 MEETING.

Kuhlen introduced a motion to approve the October 24, 2022 minutes; Davidson seconded the motion. All members present voted in the affirmative. Motion passed. 5 VOTES YEA, 0 NAY, 2 ABSENT.

(2) REVIEW LB840 ECONOMIC DEVELOPMENT PROGRAM QUARTERLY REPORTS.

MEDC Director McPherson reviewed the McCook Growth Fund Program Balances and McCook Growth Fund Available Funds reports prepared by MEDC for the 10/01/21 - 09/30/22 program year with the committee.

As of 12/31/2022 the LB840 Program balance is \$802,010.25. Funds currently allocated in the amount of \$97,225.00. Leaving an available balance of \$672,753.71 of unallocated funds.

(3) UPDATE OF REVENUES COLLECTED

The McCook Growth Fund Loan Status Report and all loans are current. Bailey Meissner (Head 2 Toe Spa) has paid her loan in full. The LB840 Program Balances report, receipt register and check register were provided.

EXHIBIT #4

(4) ECONOMIC DEVELOPMENT DIRECTOR REPORT

SWNCB Grant Match DPA

The MEDC partnered with Southwest Nebraska Community Betterment Corporation (SWNCBC) for a Down Payment Assistance/Closing Costs Grant program in which we contributed \$10,000 of the \$27,000 match funds raised for the program. SWNCBC notified the MEDC that Southwest Nebraska was awarded \$365,000 of Nebraska Housing Trust Fund dollars to utilize over the next 10 years.

Early Childhood Education New Provider Scholarship/Startup Funds

“McCook Community 4 Kids Core Team has seen success developing programs to improve childcare access and quality. The MEDC initiatives have gone towards funding education and startup expenses for childcare programs, providing an incentive for providers to increase the number of infants they serve, and to provide scholarships for students to complete early childhood education programs and work in the area of early childhood education. This year, with assistance from state grants and local support, C4K is also looking to provide current providers with incentives to participate in the state’s quality incentives.” MEDC is currently trying to fill the grant writing position for Early Childhood Education. There are obstacles funding this position and Angela Allen is the current interim.

At the November 2022 MEDC Board meeting, the board approved to continue to allocate \$20,000 of LB840 funds for the McCook C4K initiatives (infant \$15,000 and expansion \$5,000) to continue to support the efforts of local early childcare and center providers.

North Pointe Addition

MEDC purchased this property for future housing development. Over the summer, MEDC and property owners, went through a voluntary annexation process, submitted a request to vacate the previous plats on the land, establish preliminary and final plats for the new addition and rezoning process for housing development.

MEDC R.E.W.A.R.D Membership Dues

In a partnership with the City of McCook, Red Willow County, McCook Public Schools, McCook Community Hospital and the MEDC, the members utilize the services of a grant writer to assist with and apply for aid and funding opportunities that supports initiatives, programs, and services to McCook and Red Willow County. All entities have experienced significant benefits of this program through grant awards.

MEDC Micro-enterprise Lending Program Grant

The MEDC applied for a grant through the NE Department of Economic Development to participate in the Micro-enterprise Lending Program to assist area startups and existing businesses with more access to capital. The program will allow individuals and/or businesses to apply for smaller loans (\$1,000 to \$50,000) that a bank wouldn’t typically do. The MEDC was awarded \$213,500 in DED grant funds and the MEDC provided 35% (74,725) match towards the

grant for a total amount of \$288,225. This program has not yet been announced as they are still studying the rules.

(5) LB840 CONFIDENTIALITY COMMITMENT FORMS

Had new LB840 Confidentiality Commitment Forms signed for 2023.

(6) OPEN DISCUSSION

McPherson stated that the LB840 loan account is building up as things have slowed down some.

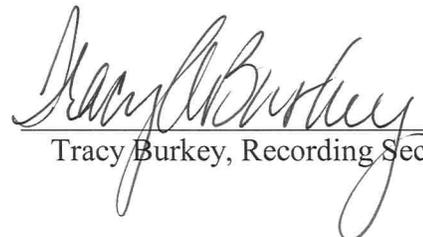
Schneider discussed that Sales Tax revenues are remaining strong. Last year we had \$3,000,000.00 in sales tax receipts.

(7) NEXT MEETING DATE

Next meeting date will be April 24, 2023 at 12:00 PM at the Heritage Senior Center conference room.

(8) ADJOURNMENT

Meeting adjourned at 12:45 PM.


Tracy Burkey, Recording Secretary

CITY MANAGERS REPORT
May 1, 2023, CITY COUNCIL MEETING

ITEM: ~~3.A.~~

RECOMMENDATION:

Proclaim May 9-15 as Police Week in McCook

BACKGROUND:

In October 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. City of McCook Police Officers perform vital and exemplary service for our citizens 24 hours per day 365 days per year, often under stressful and difficult circumstances. It is fitting to acknowledge their service by recognizing National Police Week and proclaiming May 9-15 as Police Week in McCook.

FISCAL IMPACT:

None

APPROVALS:



JOEL SMITH CHIEF OF POLICE

4/26/23
DATE



NATHAN A. SCHNEIDER CITY MANAGER

4/26/23
DATE

*Office of the Mayor
McCook, Nebraska*

Proclamation

“POLICE WEEK”

- Whereas, The Congress and President of the United States have designated May 15, as Peace Officers Memorial Day, and the week in which it falls as Police Week; and
- Whereas, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the McCook Police; and
- Whereas, it is important everyone knows and understands the difficulties, duties and responsibilities of their Police Department.
- Whereas, since the first recorded death in 1791, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and
- Whereas, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and
- Whereas, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's Annual Candlelight Vigil, on the evening of May 13, 2023.

THEREFORE, BE IT RESOLVED that the Mayor and Council Members of McCook, Nebraska formally designate May 9 - 15, 2023, as Police Week in McCook and publicly salute the service of law enforcement officers in our community and the communities across the nation for the vital services they perform and their exemplary dedication to the community they serve.

Dated this 1st day of May, 2023.

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

Linda Taylor, Mayor

ATTEST:

Lea Ann Doak, City Clerk

CITY MANAGER'S REPORT
MAY 1st , 2023 CITY COUNCIL MEETING

ITEM: **3.B.**

RECOMMENDATION:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PROCLAMATION DECLARING THE WEEK OF MAY 7 – 13, 2023 AS DRINKING WATER WEEK.

BACKGROUND:

Each day water touches all aspects of our lives. We refer to the water that is pumped from the ground, treated in our water plant, and pumped to our storage tanks and through the 53 miles of water mains to our homes and businesses.

For more than 40 years Drinking Water Week has provided consumers a chance to recognize the hard-working individuals and the vital role water plays in our lives.

The City of McCook and partners throughout North America are observing Drinking Water Week by recognizing the vital role tap water plays in daily life, the infrastructure that is required to carry it to and from homes and businesses, and the important work of water professionals “behind the scenes”.

Whether it's an engineer designing a capital project, an operator ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure in our community, water professionals work around the clock to ensure tap water is there when you need it.

Water is one of the most valuable resources we currently have. “Life sustaining” is the phrase most often used. We often take this precious resource for granted in day-to-day life. Doing laundry, taking showers, flushing the toilet, brushing your teeth, irrigating our lawns. There are tasks we do every day without thinking twice about what it takes to produce and deliver safe clean drinking water for our use.

While it often goes unrecognized by the communities they serve, water operators perform important, heroic work to ensure the safety and well-being of their consumers. From repairing water lines to grounds maintenance and all tasks in between Your City of McCook water operators do a fantastic job maintaining our aging water system!

FISCAL IMPACT: None



Pat Fawver, Utility Director

Date: 4-26-2023



Nate Schneider, City Manager

Date: 4-26-23

Office of the Mayor
McCook, Nebraska

Proclamation



Drinking Water Week 2023
May 7-13, 2023

- WHEREAS, water is our most valuable natural resource; and
- WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and
- WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and
- WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and
- WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and
- WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and
- WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;

NOW, THEREFORE, I, Linda Taylor, Mayor of the City of McCook, Nebraska, do hereby proclaim May 7 - 13, 2023 as "Drinking Water Week" in the City of McCook.

Dated this 1st day of May, 2023.

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

Linda Taylor, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
MAY 1, 2023 CITY COUNCIL MEETING**

ITEM: 4.A.

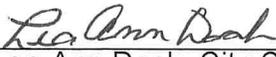
Approve the minutes of the April 17, 2023 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

April 27, 2023

McCook City Council
April 17, 2023
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 Taylor, Councilmembers Calvin, Weedon, Muehlenkamp, Rambali.

Absent: None.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on April 13, 2023, 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 Taylor announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Invocation was provided by Trevor Smith, McCook Evangelical Free Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

1. Announcements & Recognitions.

Utilities Director Fawver informed the Council that upgrades to the electronics at the Water Treatment Plant will be performed April 18 - 20. During this time the plant will be ran manually. An outdoor water restriction is in place during this time. This will take the burden off the main, the treatment plant, and the wells. Hopefully cleaning of the west water tower will begin next week. No definite date has been set yet. Because the tank will need to be drained down before they can begin cleaning, it is possible that another water restriction could be put in place.

2. Public Hearings.

- 2.A. Public Hearing - Regarding the voluntary annexation of a tract of land located in the SW 1/4 of Section 28, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska, said property owned by Perry and Vicky Case.

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 in the SW 1/4 of Section 28, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska, said property owned by Perry and Vicky Case, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

The City Attorney offered and received into evidence Exhibit #1 - City Manager's Report prepared for the April 17, 2023 City Council meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Voluntary Annexation Petition/Request from Perry A. Case and Vicky L. Case (1 page); Exhibit #4 - Legal Description of the proposed annexation area (1 page); Exhibit #5 - Proposed Preliminary Plat of McCook Business Park - Phase II (1 page); Exhibit #6 - Minutes of the April 10, 2023 Planning Commission meeting (3 pages); Exhibit #7 - McCook Planning Commission Resolution No. PC2023-02 (2 pages); Exhibit #8 - Proposed Ordinance No. 2023-3066 (3 pages); and Exhibit #9 - Annexation Map (1 page); took comment from staff before opening to the public for comment.

City Manager Schneider reviewed the information presented in Exhibit #1 and informed the Council that staff is working with the Nebraska Department of Transportation for funds to be used for road development in the annexed area.

Greg Wolford, W Design Associates, representing the McCook Economic Development Corporation and the land owners, was present to address the request. Because the Business Park is full, there is a need for the expansion for future development. The area will have rail service access to the north.

With no one further to comment, motion to adjourn the public hearing and to reconvene as a City Council. This motion, made by Weedon and seconded by Rambali, passed.

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

2.B. Ordinance No. 2023-3066 approving the voluntary annexation of a tract of land located in the SW 1/4 of Section 28, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska, said tract of land owned by Perry and Vicky Case.

Mayor Taylor asked the Clerk to read Ordinance No. 2023-3066 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. 2023-3066 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Calvin and seconded by Weedon, passed.

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

3. Proclamations.

- 3.A. Approve the proclamation designating April 18, 2023 as "Arbor Day" in the City of McCook and authorize the Mayor to sign.

Motion to approve the proclamation designating April 18, 2023 as "Arbor Day" in the City of McCook and authorize the Mayor to sign. This motion, made by Calvin and seconded by Weedon, passed.

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

- 3.B. Approve the proclamation designating April 24 - 28, 2023 as "National Library Week" in the City of McCook and authorize the Mayor to sign.

Motion to approve the proclamation designating April 24 - 28, 2023 as "National Library Week" in the City of McCook and authorize the Mayor to sign. This motion, made by Weedon and seconded by Rambali, passed.

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

4. Consent Agenda.

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

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

- 4.A. Approve the minutes of the April 3, 2023 regular City Council meeting.
- 4.B. Accept the minutes of the April 10, 2023 Planning Commission meeting.
- 4.C. Receive and file the claims for the month of March 2023, published April 13, 2023.
- 4.D. Ratify the Mayor's appointments to the Board of Health - reappoint Nate Schneider, Joel Smith, Linda Taylor, Dr. Jason Blomstedt, and Mary Beth Eisenmenger - terms expire June 2024.
- 4.E. Receive and file the Financial Report for the period ending March 31, 2023.
- 4.F. Receive and file the City of McCook - Tax Increment Financing Annual Report - dated April 2023.

5. Regular Agenda.

5.A. Update regarding the swimming pool and ballpark projects.

City Manager Schneider gave an update regarding the swimming pool and ballpark projects.

A meeting with the Pool Committee, Andy Smith of Lamp Rynearson, and Fritz Carrothers of Carrothers Construction is scheduled for April 19 at 6:00 P.M. at the Municipal Center to begin discussion on the Guaranteed Maximum Price (GMP) for pool construction; the plan is to have the final contract document with Carrothers Construction and the bond ordinance for the pool project to the Council in May; and a meeting is scheduled for April 26 with the McCook Community College, the College Foundation, Community Hospital, and the Benjamin's to discuss progress to date for the ball complex.

5.B. Receive and file a reminder of the Special Meeting of the McCook City Council scheduled to be held on April 28, 2023 at which time a tour of the City of McCook facilities will occur.

A Special Meeting is scheduled for April 28 for purpose of conducting a public tour of the City's various facilities. The tour will begin at 8:00 in the City Council Chambers, with tours of the Water Treatment Plant and the Wastewater Treatment Plant to be conducted first.

5.C. Council Comments.

Councilmember Calvin inquired about the status of the Land Bank and Councilmember Weedon thanked the staff for the invitation to the Employee Recognition Banquet held the past week, it was excellent.

5.D. 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.

Motion to go into executive session for the protection of public interest for a strategy session with respect to collective bargaining - the Fraternal Order of Police Lodge 57 at 6:03 P.M. This motion, made by Calvin and seconded by Weedon, passed.

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

Mayor Taylor stated for the record that at this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the purpose of the protection of public interest for a strategy session with respect to collective bargaining - the Fraternal Order of Police Lodge 57. The Council will reconvene in public session following this closed session.

City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter, and Police Chief Smith were included in the closed session.

Motion to come out of executive session at 6:38 P.M. This motion, made by Calvin and seconded by Weedin, passed.

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

5.E. 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 real estate purchase - property located 1200 West 4th Street.

Motion to go into executive session for the protection of public interest for a strategy session with respect to real estate purchase - property located 1200 West 4th Street at 6:39 P.M. This motion, made by Calvin and seconded by Weedin, passed.

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

Mayor Taylor stated for the record that at this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the purpose of the protection of public interest for a strategy session with respect to real estate purchase - property located 1200 West 4th Street. The Council will reconvene in public session following this closed session.

City Manager Schneider, City Attorney Mustion, City Clerk Doak, and Assistant City Manager Koetter were included in the closed session.

Motion to come out of executive session at 6:56 P.M. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

Adjournment.

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

Linda Taylor, Ex-Officio Mayor
and President of the Council

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
MAY 1, 2023 CITY COUNCIL MEETING

ITEM: **4.B.**

RECOMMENDATION:

APPROVE SPECIFICATIONS AND PROCUREMENT DOCUMENTS FOR STORAGE FACILITY AT THE WASTEWATER TREATMENT PLANT AND SET DATE TO RECEIVE BIDS FOR MAY 25, 2023 AT 2:00 PM.

BACKGROUND:

The existing storage building at the WWTF is in very poor condition and will be demolished by City Staff. The proposed new storage building will be constructed in the northwest corner of the WWTF property. This storage facility is required to store equipment that will be moved out of the Administration Building garage area when the new sludge fan press is installed this year. Required utilities to the storage building will be installed by City Staff.

FISCAL IMPACT:

This storage building will be funded from uncommitted funds from the Wastewater Department.

APPROVALS:



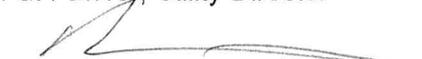
David K. Blau, Project Engineer

Date: 4/21/2023



Pat Fawver, Utility Director

Date: 4/26/2023



Nate Schneider, City Manager

Date: 4-26-23

ADVERTISEMENT FOR BIDS

Sealed BIDS will be received at the City Clerk's Office by Lea Ann Doak, City Clerk, in City of McCook, 505 West "C" Street, McCook, Nebraska until May 25, 2023, at 2:00 P.M., Local Time, and then such bids shall be immediately publicly opened and read aloud in the City Council Chambers, for furnishing all equipment, labor, materials and appurtenances required to construct a 40' x 40' Engineered Steel/Wood Open Structure for storage and related appurtenances, referred to as **STORAGE FACILITY - WASTEWATER TREATMENT PLANT**.

The Owner reserves the right to reject any or all bids; and to waive irregularities or informalities to accept the BID it deems most beneficial. Bids received after the specified time of closing will be returned unopened. The Owner will accept only those sealed bids, either hand delivered or received via U.S. Mail or other commercial carrier. Items transmitted by facsimile or electronically will not be accepted.

The Contract Documents may be examined at the following locations:

Miller & Associates, 1111 Central Avenue, Kearney, NE 68847
Miller & Associates, 109 East 2nd Street, McCook, NE 69001
City of McCook, 505 West "C" Street, McCook, NE 69001

Copies of the Contract Documents may be obtained at the office of Miller & Associates, Consulting Engineers, P.C. located at 1111 Central Avenue, P.O. Box 306, Kearney, Nebraska 68847, Telephone 308/234-6456 upon payment of \$40.00 for each half-size set. A complete set of electronic copies of drawings, specifications, contract documents and proposal form may be obtained from www.miller-engineers.com for a fee of \$25.00 (non-refundable). Once logged into the website, go to "Bidding Documents" [in the upper right-hand corner of the homepage] and you can select the set of documents to download.

Each BIDDER will be required to submit with his proposal, a certified check, cashier's check or bid bond made payable, without condition, to the City Clerk, McCook, Nebraska, in an amount equal to five percent (5%) of the proposal.

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

The Owner, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

CITY OF MCCOOK, NEBRASKA

-s- Lea Ann Doak, City Clerk

Publish: May 5, 12, and 19, 2023.

Since Miller & Associates now provide that a complete set of electronic copies of drawings, specifications, contract documents and proposal form may be obtained for a fee of \$25.00 (non-refundable), an electronic copy of the specifications will only be attached for Council review. If you desire to view the documents hard copies are available at the office of the City Clerk.

**CITY MANAGER'S REPORT
MAY 1, 2023 CITY COUNCIL MEETING**

ITEM: 4.C.

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Senior Citizens Advisory Board - appoint Natalie Mickey to fill remaining Joe Ryland's remaining term - term expires September 2026
-

BACKGROUND:

Ms. Mickey is willing to serve on the this board.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

April 26, 2023

SENIOR CITIZENS ADVISORY BOARD

DAN STRAMEL 340-8616
PO Box 95
Appointed - October 2019 (replaced John Anderson)
Reappointed - January 2023
Term Expires - September 2025

ROBERT PANTENBURG 345-6675
1405 West Circle Drive
Appointed - August 2016 (replaced Joan Dike)
Reappointed - January 2023
Term Expires - September 2025

JIM HAMILL 345-1956
413 North Cherokee
Appointed - March 2011 (replaced Carol Borgman)
Reappointed - January 2023
Term Expires - September 2025

JOHN ZLOMKE
#4 Georgia Court
Appointed - February 2022 (filled Sharon Parde remain term and new term)
Term Expires - September 2025

MARY KESLIN
Appointed - September 2017 Replaced Peggy Appleyard
Reappointed - October 2020
Term Expires - September 2023

JOHN DEON
705 West "L" Street
Appointed - February 2022 (Filled Vicki Sydow remaining term)
Term Expires - September 2023

NATALIE MICKEY
405 East 1st Street
Appointed - April 2023 (Filled Joe Ryland remaining 4 months)
Term Expires - September 2026

jryland@chmccook.org

*Denotes Chairman
3 yr. terms

**CITY MANAGER'S REPORT
MAY 1, 2023 CITY COUNCIL MEETING**

ITEM: 4.D.

RECOMMENDATION:

Recommend approval to the Nebraska Liquor Control Commission the Application for Manager submitted by TJ's Family Fun Center, 1511 N Hwy 83, which holds License #IB-077142, the applicant being Jana G. Sides.

BACKGROUND:

Upon notice from the Liquor Control Commission, this application is being presented to the Council for consideration. The Council may choose not to make a recommendation of approval or denial to the Commission.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

April 26, 2023



Nathan A. Schneider, City Manager

April 26, 2023



Jim Pillen
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

Executive Director

301 Centennial Mall South

P.O. Box 95046

Lincoln, Nebraska, 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800-833-7352 (TTY)

Web Address <https://www.lcc.nebraska.gov>

Today's Date: April 19, 2023
From: F. Christine Lowery (frances.lowery@nebraska.gov)
To: burkey@cityofmccook.com; ldoak@cityofmccook.com

I have attached a copy of a new corporate manager application submitted to the Nebraska Liquor Control Commission. Please complete the following information below to indicate your recommendation.

Licensee Name: TJ's Family Fun Center
Trade Name (DBA): TJ's Family Fun Center
License Number: IB - 077142
Manager Name: SIDES, JANA G
Due Date: June 05, 2023

- APPROVED
- NO LOCAL RECOMMENDATION
- DENIED

COMMENTS: (YOU MAY ATTACH MINUTES AND/OR ADDITIONAL NOTES)

Clerk's Name: _____ Date: _____

Kim Lowe
Commissioner

Bruce Bailey
Chairman

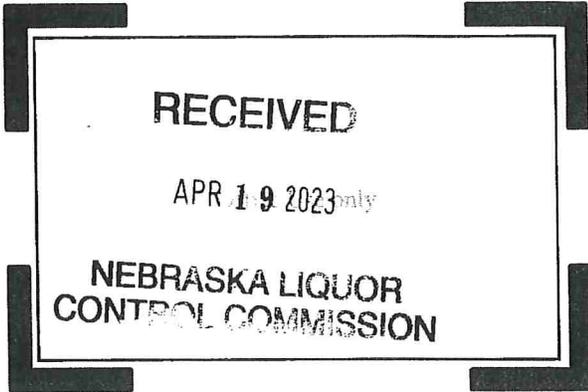
Harry Hoch
Commissioner

**MANAGER APPLICATION
FORM 103**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License
Class: IB

License Number:
077142



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
 - Include Form 147 –Fingerprints are required
 - Provide a copy of one of the following: US birth certificate, US Passport or naturalization papers
 - Be a resident of the state of Nebraska and be a registered voter in the State of Nebraska,
 - Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: D's Family Fun Center Inc.

PREMISES INFORMATION

Premises Trade Name/DBA: TJ's Family Fun Center Inc

Premises Street Address: 1511 N. Hwy 83

City: M'Cook County: NE Zip Code: 69007

Premises Phone Number: (308) 345-2700

Premises Email address: tsides3231@aol.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



0400
0019

MANAGER INFORMATION

Last Name: SIDES First Name: Jana MI: G
Home Address: 603 West 1st
City: M^cCook County: NE Zip Code: 69007
Home Phone Number: (308) 340-1529
Driver's License Number: 
Social Security Number: 
Date of Birth:  Place of Birth: Murray, Utah
Email address: tsides3231@aol.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: SIDES First Name: Terry MI: M
Social Security Number: 
Driver's License Number: 
Date of Birth:  Place of Birth: El Dorado, KS

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>M^cCOOK, NE</u>	<u>2006</u>	<u>current</u>			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2007	current	McCook Public School	Craig Dickes	308 345-5422
1992	2007	Alpine School District	^{-Summit High School,} Douglas Neilson	801 610-8518

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Jana Sides	1981 ??	SLE, Utah	failure to yield	pd fine
Terry Sides	2007 ??	McCook, NE	speeding	pd fine

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

TD's Family Fun Center, Inc

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Jana Sides	8/22	RBST
Terry Sides	8/22	RBST

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Jana Sides / manager server	2007	TJ's Family Fun Center
Terry Sides / manager server	2007	TJ's Family Fun Center

5. Have you enclosed Form 147 regarding fingerprints?

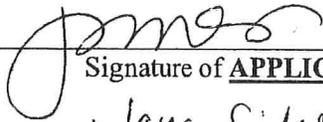
YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed by applicant and spouse.



Signature of **APPLICANT**

Jana Sides

Printed Name of **APPLICANT**



Signature of **SPOUSE**

Terry Sides

Printed Name of **SPOUSE**

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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

RECEIVED
Office Use Only
APR 19 2023
NEBRASKA LIQUOR
CONTROL COMMISSION
Date Stamp OFFICE ONLY
Do not stamp any of the following pages

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name TJ's Family Fun Center, Inc.

Name of Person Being Fingerprinted: Jana Sides

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: _____

Location where fingerprints were taken: McCook Sheriff

How was payment made to NSP? State PD? - I paid Sheriff's office

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

[Signature]
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

RESTRICTED: This information not to be released to other than authorized personnel.

LIQUOR APPLICATION REPORT

POLICE DEPARTMENT REPORT

DATE REQUESTED: April 20, 2023

DUE DATE: April 25 - if possible, if not we
can move to May 15 meeting

APPLICANT: TJ's Family Fun Center

DBA: TJ's Family Fun Center

APPLICANT'S ADDRESS:

PHONE NUMBER (HOME): (BUSINESS):

PROPOSED LICENSE ADDRESS: 1511 N Hwy 83

TYPE OF LICENSE: Class "IB" - License #077142
(Beer, Wine & Distilled Spirits, On Sale, Beer Off Sale Only)

TYPE OF INVESTIGATION:

- | | |
|--|---|
| <input type="checkbox"/> Purchase of Business | <input type="checkbox"/> New and Additional License |
| <input type="checkbox"/> Upgrade of Existing License | <input type="checkbox"/> Transfer of Location |
| <input type="checkbox"/> Expansion of Present Business | <input checked="" type="checkbox"/> Manager |
| <input type="checkbox"/> Renewal - Long Form | |

TYPE OF BUSINESS:

- | | |
|--|---|
| <input type="checkbox"/> Hotel/Motel | <input type="checkbox"/> Restaurant/Food Service |
| <input type="checkbox"/> Liquor/On-Off Sale | <input type="checkbox"/> Liquor/On-Sale Only |
| <input type="checkbox"/> Liquor/Off-Sale Only | <input checked="" type="checkbox"/> Entertainment/Bottle Club |
| <input type="checkbox"/> Other - Convenience Store | |

TYPE OF OWNERSHIP: Corporation Partnership Individual
 Limited Liability Company (LLC)

Investigation Completed by: Kevin A. Hoelger

Date: 4-25-23

PREMISE:

1. Type of Neighborhood: Commercial; Industrial; Residential.
2. Condition:
 - a) Traffic: **Normal traffic flow for a major arterial that turns into rural Highway**
 - b) Parking: **Off street surface parking lot**
3. Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Highway):

Major Arterial turning into Rural Highway
4. Street Width and Profile: **Approximately 63' wide; 4 lane roadway with center turn median**
5. Speed Limit: **45mph**
6. Average Daily Traffic Count: **ADT = 6365 on the north side of J St. on North Highway 83 (2017 NDOT data)**
7. Accident Report at Adjacent Intersections: **None in the last 6 months**
8. Analysis of Traffic Effects: **Should not affect the current traffic flow**
9. Ready for Operation: Yes No
If no, estimated date:
10. Type of Food Service: Microwave Grill Kitchen
11. Number of Employees: Full Time: Part Time:
12. Does premise comply with legal distance from churches, schools, etc.?
 Yes No
If No, specify:
13. The Business has been inspected within the last three (3) months by the City's Building Inspector. Yes No (If yes, attach report)
14. The Business has been inspected within the last three (3) months by the City's Fire Department. Yes No (If yes, attach report)
15. Estimated Seating Capacity: **150 bowling alley / 140 on bar side**
16. Estimated Number of Customers per Day: **150 on busiest night**

17. Hours of Operation: **Sunday, Monday, Tuesday, Thursday 4p to 10p; Friday and Saturday 4p to 12a**

FINANCING:

18. Purchase Price:
19. Property/Equipment Value:
20. Previous Year's Gross Receipts:
21. Amount Financed: Source:
Collateral: Co-Signers:
22. Lease Agreement:
23. Estimated Annual Payroll:
24. Estimated Gross Income: %Food: %Liquor:

MISCELLANEOUS:

25. Number of Licenses and Types within competitive distance:
26. Is another person responsible for Daily Operation? (**X**) Yes () No
If yes, who? **Jana Sides – See Manager Report**
(complete investigation of manager form)

PERSONAL HISTORY:

27. Applicant's name:
28. Date of Birth:
29. Sex:
30. Home addresss:
31. Citizen of the United States? Yes No
If Naturalized, Certificate Number:
Place:
32. Proper Residence has been Established? Yes No
If no, explain:
33. Criminal History – Has applicant been arrested and/or pled guilty to any
 misdemeanor? felony? (If felony, attach detailed description.)
34. Has applicant been cited for and/or been found in violation of the Liquor Laws of the
State of Nebraska or other State in which previously licensed?
 Yes No (If yes, attach detailed description)
35. Has applicant had a beneficial interest in another liquor license? Yes No
If yes, Name, City, Address, Type of License:
36. Records Check Made (civil history): Yes No (Attach Records)
37. Investigation made of character/reputation of applicant, report details of investigation:
38. Number of Hours that will be spent by applicant at license premises each week?
39. Number of hours that will be spent by applicant working in occupation other than
licensed premises each week?
41. Applicant will oversee in person the management of licensed premises? Yes No
42. Another person will be responsible for the management of the licensed premises?
 Yes No (If yes, attach investigative report for manager)

PERSONAL HISTORY – SPOUSE:

43. Spouses Name: **Jana G. Sides**
44. Date of Birth:
45. Sex: **Female**
46. Home Address: **603 West 1st St. McCook, NE**
47. Citizen of the United States? () Yes () No
If no, explain:
48. Proper residence has been established? () Yes () No
If no, explain:
49. Criminal History – Has spouse been arrested and/or pled guilty to any () misdemeanor?
() felony? (If felony, attach detailed description.) **No to Both**
50. Has spouse been cited for and/or been found in violation of the Liquor Laws of the State of Nebraska or other State in which previously licensed?
() Yes () No (If yes, attach detailed description.)
51. Has spouse had a beneficial interest in another liquor license? () Yes () No
If yes, Name, City, Address, Type of License:
52. Records check made (civil history). () Yes () No (attach records)
53. Investigation made of character/reputation of spouse, report details of investigation: **N/A**
54. Number of Hours that will be spent by spouse at licensed premises each week?
40 – 60 hours / week
55. Number of Hours that will be spent by spouse working in occupation other than license premises each week?
40 – 60 hours / week
56. Spouse will oversee in person the management of the licensed premises?
() Yes () No
57. Another person will be responsible for the management of the licensed premises?
() Yes () No (If yes, attach investigative report for manager.)

PERSONAL HISTORY – MANAGER:

58. Manager's Name: **Jana G. Sides**

59. Date of Birth:

60. Sex: **Female**

61. Home Address: **603 West 1st St. McCook, NE 69001**

62. Citizen of the United States? () Yes () No

If Naturalized, Certificate Number:

Place:

63. Proper residence has been established? () Yes () No

If no, explain:

64. Criminal History – Has manager been arrested and/or pled guilty to any
() misdemeanor? () felony? (If felony, attach detailed description.) **No to Both**

65. Has manager been cited for and/or found in violation of the Liquor Laws of the State of
Nebraska or other State in which previously licensed?

() Yes () No

66. Has manager had a beneficial interest in another liquor license? () Yes () No

If yes, Name, City, Address, Type of License:

67. Records check made (civil history). () Yes () No (attach records)

68. Investigation made of character/reputation of manager, report details of investigation:

N/A

69. Number of Hours that will be spent by manager at licensed premises each week:

40 – 60 hours / week

70. Number of Hours that will be spent by manager working in occupation other than
licensed premises each week:

40 – 60 hours / week

**CITY MANAGER'S REPORT
MAY 1, 2023 CITY COUNCIL MEETING**

ITEM: 4.E.

Approve the application for a Special Designated Liquor License submitted by Tidy's Sip & Seed, LLC, Liquor License #CK-124026 for a wedding reception to be held at the Red Willow County Fairgrounds Community, 1412 West 5th Street, on September 16, 2023 from 5:00 P.M. to 12:00 A.M.

BACKGROUND:

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

April 27, 2023



Nathan A. Schneider, City Manager

April 27, 2023

**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

Tidy's Sip & Seed LLC

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

108 E Ash, Maywood NE 69038

Retail Liquor License Address or Non-Profit Business Address

124026

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

Sept. 16

Event Start Time(s):

5 p.m.

Event End Time(s):

12 a.m.

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name:

McCook Community Building (Red Willow County)

Event Street Address/City:

1412 W 5th., McCook NE 69001

Indoor area to be licensed in length & width: 160' x 50'

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

Type of Event: Wedding

Estimate # of attendees: 50

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:

Mary Masters

Event Contact Phone Number:

307-421-4723

Event Contact Email:

tidymanfeed@outlook.com

*Signature Authorized Representative: Masters Printed Name Mary Masters

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

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

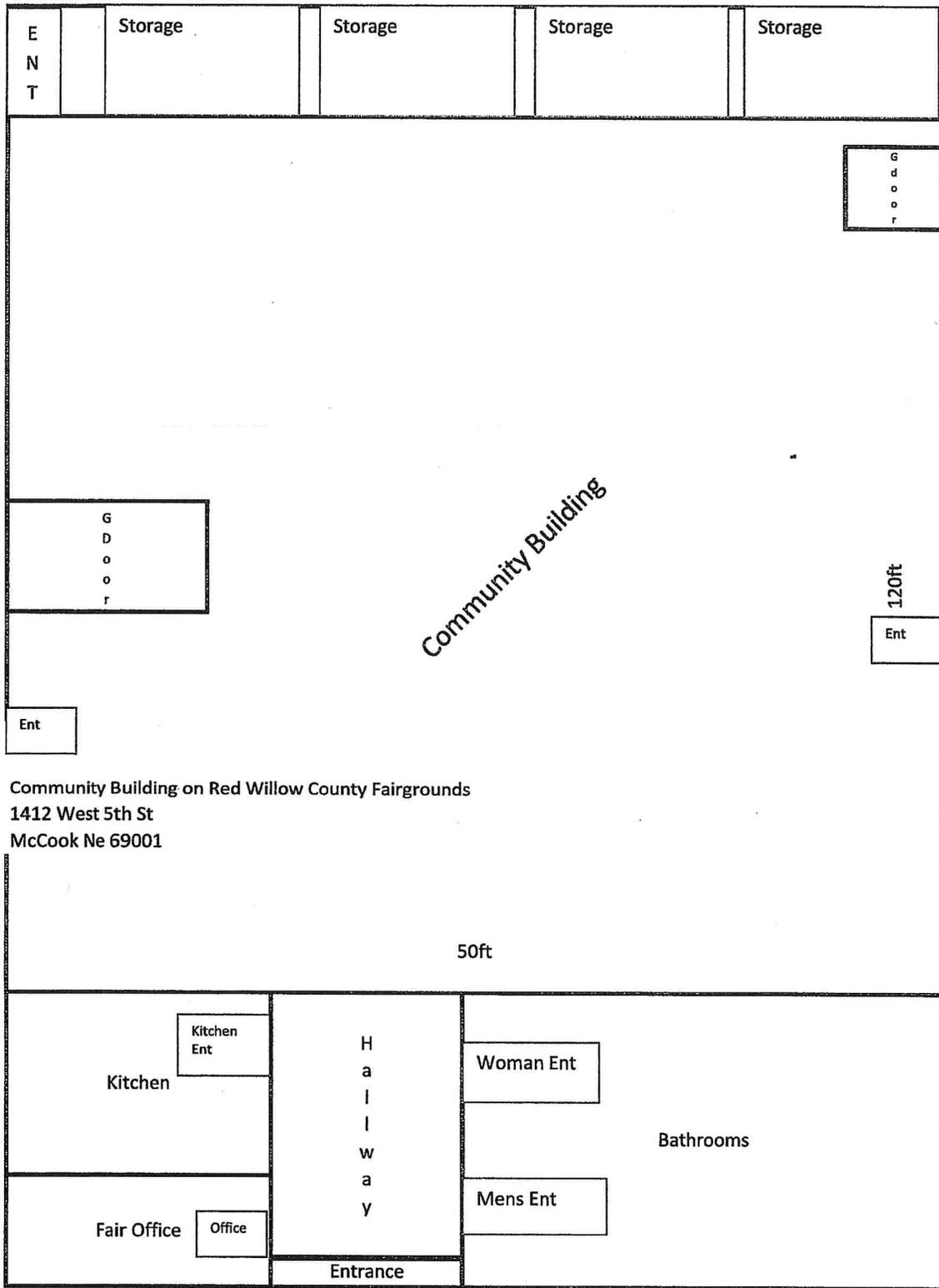
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date



Community Building on Red Willow County Fairgrounds
 1412 West 5th St
 McCook Ne 69001

**CITY MANAGER'S REPORT
MAY 1, 2023 CITY COUNCIL MEETING**

ITEM: 4.F.

RECOMMENDATION:

Accept the minutes of the January 17, 2023 Senior Center Advisory Board meeting.

BACKGROUND:

Accept minutes from the various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

April 27, 2023

Heritage Senior Center
 1312 West 5th St
 McCook NE 69001
 Advisory Board Minutes
 January 17, 2023

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.

- Meeting was called to order by President Dan Stramel.
- Roll Call
 - Jim Hamill P Mary Keslin A Joe Ryland A John Deon P
 - Bob Pantenburg P Dan Stramel P Beth Siegfried P John Zlomke P
- Approval of minutes:
 The Minutes from the October 18, 2022 meeting were approved with no corrections, by a motion made by Bob Pantenburg and seconded by Jim Hamill. Motion carried
- Open Forum: Discussion
 - New kitchen flooring needs waxed
 - Old floor estimates for rest of the building were \$50 to \$60 Thousand
 - Complimentary meals for volunteers on days they volunteer

• **Statistics**

Public Transit	Riders	Miles	Different Riders	Wheel Chair	Days
<i>October</i>	503	1522	66	38	21
<i>November</i>	415	1235	64	20	20
<i>December</i>	452	1327	67	27	19 one snow day

Overall 1370 39 riders less last quarter
Average 457

Meals at Center (Congregate)	Home Delivered Meals	Curb Side	Days
<i>October</i>	1144	1414	21
<i>November</i>	1057	1388	20
<i>December</i>	869	1435	19
<i>Overall</i>	3070	4237	1678
<i>Average</i>	1023 (51 a day)	1412 (71 a day)	559 (28 a day)
<i>Previous quarter</i>	53 a day	1492 72 a day	471 23 a day

Total Meals October 3121 average 149 meals a day
Total Meals November 3330 average 152 meals a day
Total Meals December 2834 average 149 meals a day
Total meals 9,285
Total Average meals a day this quarter 150 1 more than last quarter
Average last year was 152 for this quarter

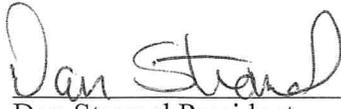
Old Business

- Transit Bus still in shop since 2-14-22
- New Bus ordered in 2020 It will be 2023-2024 before we receive.
- Received money from McCook Community Foundation for one oven.
- The transit invoices sent into the state are still backlogged.
- Received a perfect Health Inspection from the state.
- A pipe in the North furnace room froze on Christmas Eve. Water was shut off. Volz worked on Monday a holiday so we could reopen on Tuesday.
- Telephone and internet were down on January 9, 2023. a transformer went out and the McCook Public Power had to come and fix on pole East of the building

- Over 90 people were helped with their Part D open enrollment and Medicare needs.
- New Business
- Need one new Advisory Board Member Joe Ryland would like to go off board.
- Mike Towery is eligible to attend the National Roadeo since he placed third at the state contes and the second place driver was from Norfolk. Norfolk Transit has been closed since January.
- Transit budget is due April 1st for 2023-2024 and 2024-2025
- A note was sent to all Home Delivered Meal recipient that personal contact will have to be made each day in order for them to receive a meal. All Home Delivered Meal Volunteers have been given the same information that no meals will be left in coolers. Volunteers were asked to sin and return to Donna

A motion was made by John Zlomke and seconded by John Deon to adjourn the meeting. Motion carried to adjourn the meeting at 10:55

The next meeting will be April 18, 2023



Dan Stramel President



John Zlomke Secretary

**CITY MANAGER'S REPORT
MAY 1, 2023 CITY COUNCIL MEETING**

ITEM: 4.G.

RECOMMENDATION:

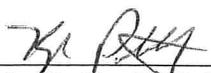
AUTHORIZE JOANN FAULKENBURG TO BLOCK OFF PARKING ALONG THE EAST SIDE OF WEST 1ST STREET BETWEEN WEST "C" STREET AND THE ENTRANCE INTO THE WELLS FARO PARKING GARAGE FOR PERIODS OF TIME BETWEEN MAY 12, 2023 THRU NO LATER THAN JUNE 9, 2023 FOR THE PAINTING OF A MURAL ON THE WEST SIDE OF THE OLD BEN FRANKLIN BUILDING.

BACKGROUND:

Joann Falkenburg is requesting the blocking off of the parking area along the east side of West 1st Street between West "C" Street and the entrance into the Wells Fargo parking garage for the painting of a wall mural. Joann has already visited with some of the area businesses and plans to speak to others prior to the project. In order to eliminate any inconvenience of the lost parking stalls, Joann will be offering area businesses to utilize the parking garage under the old Wells Fargo Bank.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

April 26, 2023



Nate Schneider, City Manager

April 26, 2023

From: noreply@civicplus.com
Sent: Friday, April 21, 2023 3:49 PM
To: admin@cityofmccook.com; Idoak@cityofmccook.com; burkey@cityofmccook.com
Subject: Online Form Submittal: TOPIC FOR CONSIDERATION

If you are having problems viewing this HTML email, click to view a [Text version](#).

TOPIC FOR CONSIDERATION

First Name:*	Joann
Last Name:*	Falkenburg
Street Address:*	402 Norris Avenue Suite 600
City:*	McCook
State:	NE
Zip:	69001
Phone Number:	15105063082
Email Address:	Falkenj68@gmail.com
Date of Request:	4/21/23
Description of Requested Topic: (Please be as specific as possible)*	

We will be painting our community based mural on the wall at the NE corner of West 1st and C Street (building owned by Mike Deveny) from Friday May 17-June 9, 2023. To safely access the wall, we request to block the parking spaces in front of this wall and place tarps on the sidewalk while painting. The processes included in the wall completion will be cleaning the wall (May 12), priming the wall 10 a.m.- 6 p.m.(May 17-May 19), Projecting outlines on the wall evenings of May 18-May 19: 5-9 p.m. Community painting will be offered Sat/Sun May 20, 21 from 1:00 p.m.-5:00 p.m. Painting will continue during the hours of 8:00 a.m.-6:00 p.m. weather permitting, from May 22 until it is completed, June 9 at the latest. Event insurance has been purchased to cover this event. For a printable form please use this link: [Topic for Consideration Form](#)

* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:

<http://cityofmccook.com/Admin/FormHistory.aspx?SID=1775>

The following form was submitted via your website: TOPIC FOR CONSIDERATION

First Name:: Joann

Last Name:: Falkenburg

Street Address:: 402 Norris Avenue Suite 600

City:: McCook

State:: NE

Zip:: 69001

Phone Number:: 15105063082

Email Address:: Falkenj68@gmail.com

Date of Request:: 4/21/23

Description of Requested Topic:

(Please be as specific as possible): We will be painting our community based mural on the wall at the NE corner of West 1st and C Street (building owned by Mike Deveny) from Friday May 17-June 9, 2023. To safely access the wall, we request to block the parking spaces in front of this wall and place tarps on the sidewalk while painting.

The processes included in the wall completion will be cleaning the wall (May 12), priming the wall 10 a.m.- 6 p.m.(May 17-May 19), Projecting outlines on the wall evenings of May 18-May 19: 5-9 p.m. Community painting will be offered Sat/Sun May 20, 21 from 1:00 p.m.-5:00 p.m. Painting will continue during the hours of 8:00 a.m.-6:00 p.m. weather permitting, from May 22 until it is completed, June 9 at the latest. Event insurance has been purchased to cover this event.

Additional Information:

Form submitted on: 4/21/2023 3:48:30 PM

Submitted from IP Address: 93.19.122.33

Referrer Page: <https://cityofmccook.com/77/City-Council>

Form Address: <http://cityofmccook.com/Forms.aspx?FID=87>

**CITY MANAGER'S REPORT
MAY 1, 2023 CITY COUNCIL MEETING**

ITEM: **4.H.**

RECOMMENDATION:

APPROVE THE REQUEST FROM TRICIA WAGNER TO CLOSE THE FOLLOWING STREETS FOR THE 7TH ANNUAL CRUISIN' THE BRICKS CRUISE NIGHT AND CAR SHOW:

SATURDAY JUNE 24TH FROM 6:00 A.M. TO 8:00 P.M.

WEST 2ND STREET FROM "B" STREET TO HALFWAY BETWEEN WEST "C" STREET AND WEST "D" STREET(INCLUDING THE INTERSECTION AT WEST 2ND AND "C" STREET);

WEST "C" STREET FROM WEST 1ST STREET TO WEST 3RD STREET(INCLUDING ALLEYS AND THE INTERSECTION OF WEST 2ND STREET AND WEST "C" STREET.

SATURDAY JUNE 24TH FROM 7:00 P.M. TO 8:30 P.M.

WEST "C" STREET FROM NORRIS AVENUE TO WEST 1ST STREET(INCLUDING THE ALLEY);

EAST "C" STREET FROM NORRIS AVENUE TO EAST 1ST STREET(INCLUDING THE ALLEY);

INCLUDING TURNING OFF THE TRAFFIC SIGNAL AT THE INTERSECTION OF NORRIS AVENUE AND "C" STREET;

BACKGROUND:

This request from Tricia Wagner is for the 7th Annual Cruisin' the Bricks Cruise Night and Car Show to be held on June 24, 2023. This is a similar request to last year with the only change being to have the traffic signal shut down for an additional half hour.

The Street Department will provide the cones for blocking off the streets.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

April 25, 2023



Joel Smith, Chief of Police

April 25, 2023



Nate Schneider, City Manager

April 25, 2023

CITY MANAGER'S REPORT
MAY 1, 2023 CITY COUNCIL MEETING

ITEM: 4.1.

RECOMMENDATION:

Award of bid and approve the purchase of one new 4-wheel Drive Type I Ambulance to Professional Ambulance Service, DBA SERVS who submitted the lowest responsible bid of \$347,359.00.

BACKGROUND:

On February 6, 2023, the McCook City and Volunteer Fire Department received notification from Nebraska Department of Health and Human Services Division of Public Health that we were awarded a \$75,000 grant to purchase an ambulance in accordance with the Nebraska Ambulance and Equipment Grant Program

The bid specifications for a new 4-wheel drive ambulance were approved at the April 3, 2023, City Council meeting.

Four bid packets were sent out and only one was received. Bids were opened at 2:00 p.m. on April 26, 2023, and Professional Ambulance Service, DBA SERVS who submitted the lowest responsible bid of \$347,359.00 with a delivery date of twenty-four months after receipt of invoice and arrival of the chassis at the facility.

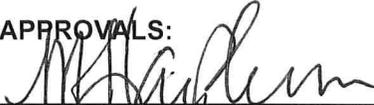
This new ambulance will replace a 2007 Type 1 Osage ambulance and will be updated to meet all of the current safety requirements and disinfectant requirements set out by the Department of Health and Human Services and the National Fire Protection Agency. Delivery of the ambulance must happen by September 30, 2026.

FISCAL
IMPACT:

This item is currently funded in the F.Y. 2022-23 budget for the fire department with a \$75,000 grant from Nebraska Department of Health and Human Services Division of Public Health in accordance with the Nebraska Ambulance and Equipment Grant Program. Delivery of the ambulance must happen by September 30, 2026. The remaining balance will be financed.

RECOMMENDATION:

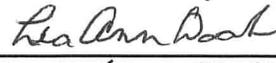
Award of bid and approve the purchase of one new 4-wheel Drive Type I Ambulance to Professional Ambulance Service, DBA SERVS who submitted the lowest responsible bid of \$347,359.00.

APPROVALS:


Marc A. Harpham, Fire Chief

27 APRIL 2023

Date



Lea Ann Doak, City Clerk

Date



Nate Schneider, City Manager

4-27-23

Date

**CITY MANAGER'S REPORT
MAY 1, 2023 CITY COUNCIL MEETING**

ITEM: 4.J.

RECOMMENDATION:

APPROVE THE REQUEST FROM STARLA WERKMEISTERTO HOST A COLOR FUN RUN FUNDRAISER UTILIZING CITY STREETS ON SATURDAY JUNE 10, 2023 FROM 6:45 A.M. TO NOON.

BACKGROUND:

This is a request from Starla Werkmeister to hold a Color Fun Run Fundraiser for 5 dancers who have will be dancing as part of Steps On Broadway Dance in New York this summer. This event will be held on June 10, 2023 with sign up beginning at approximately 6:45 a.m. with the fun run being completed before noon. For safety purposes, the organizers will have volunteers present at the busier intersection as well using signs to warn motorists of the runners/walkers. A map of the proposed route is included with this report.

**FISCAL
IMPACT:** None.

APPROVALS:



Joel Smith, Chief of Police

April 26, 2023



Kyle Potthoff, Public Works Director

April 26, 2023



Nate Schneider, City Manager

April 26, 2023

From: noreply@civicplus.com
Sent: Wednesday, April 5, 2023 3:57 PM
To: admin@cityofmccook.com; ldoak@cityofmccook.com; burkey@cityofmccook.com
Subject: Online Form Submittal: TOPIC FOR CONSIDERATION

If you are having problems viewing this HTML email, click to view a [Text version](#).

TOPIC FOR CONSIDERATION

First Name:*	Starla
Last Name:*	Werkmeister
Street Address:*	905 West 12th
City:*	McCook
State:	NE
Zip:	69001
Phone Number:	3083402850
Email Address:	swerk42@hotmail.com
Date of Request:	4/5/23
Description of Requested Topic: (Please be as specific as possible)*	

We would like to do a Color Run fundraiser on Saturday, June 10th. The route would include West Q, West 3rd, West O, West 1st, West M, west 14th and Fairacers. We have volunteers that will be at the busier intersections watching by to cars. We also have signs that say runners ahead.

For a printable form please use this link: [Topic for Consideration Form](#)

* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:
<http://www.cityofmccook.com/Admin/FormHistory.aspx?SID=1762>

The following form was submitted via your website: TOPIC FOR CONSIDERATION

First Name:: Starla

Last Name:: Werkmeister

Street Address:: 905 West 12th

City:: McCook

State:: NE

Zip:: 69001

Phone Number:: 3083402850

Email Address:: swerk42@hotmail.com

Date of Request:: 4/5/23

CITY MANAGER'S REPORT
MAY 1, 2023 MCCOOK COMMUNITY DEVELOPMENT MEETING

ITEM 5.B. Adopt Resolution No. CDA 2023-~~01~~ authorizing and approving the first amendment to the redevelopment plan for the North Pointe Redevelopment Project.

BACKGROUND:

The Redevelopment Plan for the North Pointe Redevelopment Project was approved and adopted by the City Council of the City of McCook on October 18, 2021. Pursuant to Neb. Rev. Stat. 18-2115, the Community Development Agency has the authority to make minor modifications to the Redevelopment Plan, and additional public hearings are only required for a substantial modification to the Redevelopment Plan. The purpose of this minor modification is to: 1) amend the legal description of the Project Site; 2) update the phasing schedule for the Project; 3) update the construction schedule for the Project; and 4) update the projected TIF sources and uses for the Project.

With respect to amending the legal description, the Plan needs to be amended to reflect the North Pointe Addition Final Plat that was approved by the City Council in 2022. With respect to the phasing schedule, the amended Plan contemplates two phases, the first of which anticipates the construction of 17 residential units and the second of which contemplates the construction of 8 residential dwelling units. The construction schedule is being amended to reflect that Phase II of the Project will commence in 2024 and be completed in 2029, while Phase II of the Project will commence in 2030 and be completed in 2032. The final update to the Plan contemplates an increase in the final value of each home, with the estimate increasing from \$220,000 to \$320,000. In turn, the valuation increase is estimated to increase from \$5,000,000 to \$7,750,000.

APPROVALS:



Nathan A. Schneider, City Manager

April 26, 2023



Lea Ann Doak, City Clerk

April 26, 2023

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA**

RESOLUTION NO. CDA 2023-01
(Minor Modification to the Redevelopment Plan –
North Pointe Redevelopment Project)

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY
OF MCCOOK, NEBRASKA, MAKING A MINOR MODIFICATION TO THE
REDEVELOPMENT PLAN FOR THE NORTH POINTE REDEVELOPMENT PROJECT.**

RECITALS

A. On October 18, 2021, the City of McCook, Nebraska (“City”) adopted a Redevelopment Plan for the North Pointe Redevelopment Project (the “Redevelopment Plan”).

B. The Community Development Agency of the City of McCook, Nebraska (“CDA”) desires to amend the Redevelopment Plan to: (1) amend the legal description of the Project Site; (2) update the phasing schedule for the Project; (3) update the construction schedule for the Project; and (4) update the projected TIF sources and uses for the Project.

C. Pursuant to Neb. Rev. Stat. § 18-2115, the CDA has the authority to make minor modifications to the Redevelopment Plan, and additional public hearings are only required for a substantial modification of the Redevelopment Plan.

A. D. The CDA has prepared a Minor Modification to the Redevelopment Plan attached hereto as Exhibit “A” and incorporated by this reference (the “Amendment”) to make the minor modifications described above.

D. The CDA has determined that the Amendment is a minor modification to the Redevelopment Plan. The Amendment does not: (a) materially alter or reduce existing areas or structures otherwise available for public use or access; (b) substantially alter the use of the community redevelopment area as contemplated in the redevelopment plan; or (c) increase the amount of ad valorem taxes pledged for the Project by more than 5.0%.

E. The CDA desires to adopt the Amendment to make the minor modifications described therein.

NOW, THEREFORE, BE IT RESOLVED, by the CDA, that the Amendment is approved and adopted as part of the Redevelopment Plan for the City of McCook, Nebraska.

BE IT FURTHER RESOLVED, the CDA hereby rescinds any other resolutions or actions that are contradictory or incompatible with this Resolution.

IN WITNESS WHEREOF, the CDA hereby passes and adopts this Resolution as of this ____ day of _____, 2023.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
MCCOOK, NEBRASKA

Chairman

ATTEST:

Secretary

Exhibit "A"
Minor Modification to Redevelopment Plan

[Attached]

**MINOR MODIFICATION TO THE
REDEVELOPMENT PLAN FOR THE
NORTH POINTE REDEVELOPMENT PROJECT
IN THE CITY OF MCCOOK, NEBRASKA**

The Redevelopment Plan for the North Pointe Redevelopment Project was approved and adopted by the City Council of the City of McCook, Nebraska, Nebraska on October 18, 2021. Pursuant to Neb. Rev. Stat. § 18-2115, the Community Development Agency of the City of McCook (“CDA”) has the authority to make minor modifications to the Redevelopment Plan, and additional public hearings are only required for a substantial modification of the Redevelopment Plan.

The purpose of this Minor Modification is to: (1) amend the legal description of the Project Site; (2) update the phasing schedule for the Project; (3) update the construction schedule for the Project; and (4) update the projected TIF sources and uses for the Project.

This Minor Modification does not: (a) materially alter or reduce existing areas or structures otherwise available for public use or access; (b) substantially alter the use of the community redevelopment area as contemplated in the redevelopment plan; or (c) increase the amount of ad valorem taxes pledged for the Project by more than 5.0%.

**Amendment to the Redevelopment Plan for the
North Pointe Redevelopment Project**

1. Project Site

The Project Site was subsequently subdivided and replatted. Thus, the legal description of the Project Site has changed. Exhibit “A” to the Redevelopment Plan is hereby replaced with the Exhibit “A” attached hereto and incorporated by this reference.

2. Phasing Schedule

The Project’s phasing schedule has changed. It is anticipated that MEDC will construct the Project in approximately two (2) phases consisting of the following improvements:

“Phase II” is anticipated to consist of the construction of seventeen (17) residential dwelling units, street and sidewalk improvements related to W. 9th Street and W. S Street, and water and sanitary sewer improvements related thereto, among other things.

“Phase III” is anticipated to consist of the construction of eight (8) residential dwelling units, street and sidewalk improvements related to W. 9th Street and W. T Street, and water and sanitary sewer improvements related thereto, among other things.

The Project also includes the construction and extension of W. 7th Street to the north. Such improvements may be completed as part of either phase of the Project.

Each phase will consist of multiple subphases. MEDC anticipates that Phase II will be completed in approximately six (6) subphases over a six year period, and that Phase III will be completed in approximately three (3) subphases over a three year period. The implementation of each subphase of the Project will mirror MEDC's construction schedule, and, as a result, the number of homes constructed as part of each subphase, and the timing and completion of each phase, is subject to adjustment.

Completing the Project in phases/subphases will allow MEDC to maximize the TIF available for the public improvements. Further, implementation of the Project in multiple phases/subphases will allow MEDC to construct the private improvements at a rate that the market can support and other factors. Each subphase of the Project will have a separate effective date for the division of taxes and 15-year increment period.

The costs and expenses of all the public improvements for the Project are eligible TIF uses for each phase of the Project. As such, MEDC may apply the TIF generated from either phase of the Project toward the payment of the eligible expenditures for the entire Project, if necessary.

3. Construction Schedule

The construction schedule was unknown at the time the Redevelopment Plan was approved. MEDC anticipates the following construction schedule:

Phase II – Commencing in 2024; Completed in 2029

Phase III – Commencing in 2030; Completed in 2032

The anticipated start dates and completion dates for the phases and/or subphases therein are preliminary and subject to change based upon market conditions, availability of materials, workforce availability, and other extraneous factors. More or less phases and/or subphases spanning more or less time than the anticipated completion dates listed above may be necessary as a result of such extraneous conditions or factors. Notwithstanding the foregoing, the effective date for the division of taxes for Phase II, or any subphases and/or lots included therein, shall be no later than January 1, 2030; and the effective date for the division of taxes for Phase III, or any subphases and/or lots included therein, shall be no later than four (4) years after commencement of construction on Phase III.

4. TIF Sources

The projected TIF sources and uses for the Project are hereby amended as follows:

TIF SOURCES

For purposes of the TIF projections for this Project, the Redevelopment Plan assumed the final value of each home to be \$220,000 and a total incremental valuation of \$5,000,000. Based upon the anticipated incremental valuation of \$5,000,000, it was projected that the Project could yield approximately \$1,400,000 in total TIF. The interest rate for the TIF Note(s) was unknown due to the uncertain needs and financing structure of Redeveloper. The Redevelopment Plan authorized aggregate TIF

Indebtedness in the principal amount of up to \$1,400,000, with the principal amount of the TIF Indebtedness to be adjusted downward from \$1,400,000 to consider any interest on the TIF Note(s).

Based on increased construction costs and home values, it has been determined that the final value of each home can be reasonably increased to \$320,000. Based upon a total incremental valuation of \$7,750,000, it is projected that the Project will yield approximately \$2,240,000 in total TIF. At a 5.0% interest rate for the TIF Note(s), and assuming a 9-year build out for the entire Project, the Project will yield aggregate TIF Indebtedness in the amount of approximately \$1,300,000. Details regarding the issuance of the TIF Indebtedness will be set forth in the redevelopment agreement(s) for the Project.

The updated TIF projections for the Project are set forth below:

Assumptions:

Tax Levy (2021):	1.929606
Interest Rate:	5.0%
Base Val/Unit	\$10,000
Final Val/Unit	\$320,000

Preliminary Construction Schedule:

Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total
Homes	5	2	3	2	3	2	3	2	3	25

TIF Calculations:

Sub-Phase	1	2	3	4	5	6	7	8	9
TIF Period	15	15	15	15	15	15	15	15	15
Base Value	\$50,000	\$20,000	\$30,000	\$20,000	\$30,000	\$20,000	\$30,000	\$20,000	\$30,000
Base Taxes	\$965	\$386	\$579	\$386	\$579	\$386	\$579	\$386	\$579
Final Value	\$1,600,000	\$640,000	\$960,000	\$640,000	\$960,000	\$640,000	\$960,000	\$640,000	\$960,000
Total Taxes	\$30,874	\$12,349	\$18,524	\$12,349	\$18,524	\$12,349	\$18,524	\$12,349	\$18,524
Tax Increment	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945
Phase Years	1 to 15	2 to 16	3 to 17	4 to 18	5 to 19	6 to 20	7 to 21	8 to 22	9 to 23

Year	Sub-Phase 1	Sub-Phase 2	Sub-Phase 3	Sub-Phase 4	Sub-Phase 5	Sub-Phase 6	Sub-Phase 7	Sub-Phase 8	Sub-Phase 9	TOTAL
1	\$29,909	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,909
2	\$29,909	\$11,964	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,872
3	\$29,909	\$11,964	\$17,945	\$0	\$0	\$0	\$0	\$0	\$0	\$59,818
4	\$29,909	\$11,964	\$17,945	\$11,964	\$0	\$0	\$0	\$0	\$0	\$71,781
5	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$0	\$0	\$0	\$0	\$89,727
6	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$0	\$0	\$0	\$101,690
7	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$0	\$0	\$119,636
8	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$0	\$131,599
9	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$149,544
10	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$149,544
11	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$149,544
12	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$149,544
13	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$149,544
14	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$149,544
15	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$149,544
16	\$0	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$119,636
17	\$0	\$0	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$107,672
18	\$0	\$0	\$0	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$89,727
19	\$0	\$0	\$0	\$0	\$17,945	\$11,964	\$17,945	\$11,964	\$17,945	\$77,763
20	\$0	\$0	\$0	\$0	\$0	\$11,964	\$17,945	\$11,964	\$17,945	\$59,818
21	\$0	\$0	\$0	\$0	\$0	\$0	\$17,945	\$11,964	\$17,945	\$47,854
22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,964	\$17,945	\$29,909
23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,945	\$17,945
TOTAL	\$448,633	\$179,453	\$269,180	\$179,453	\$269,180	\$179,453	\$269,180	\$179,453	\$269,180	\$2,243,167

Present Value	\$1,308,783
per lot	\$52,351

TIF USES

MEDC has identified approximately \$2,300,000 in TIF-eligible expenditures. The estimated TIF uses are set forth below:

CDA Administrative Fee	\$6,000
Cost of Issuance	\$15,000
Land Acquisition	\$230,000
Phase II (itemized below)	\$677,640
Phase III (itemized below)	\$692,196
W. 7th Street (itemized below)	\$340,268
Additional Public Improvements	\$322,605
	<u>\$2,283,709</u>

Phase II

West 9th Street and West 5 Street
1190 ft long X 36' wide

Item	Estimate Quantity	Unit Price	Total
1 Subgrade Prep	5200 Sq. Yds.	\$ 7.00	\$ 36,400.00
2 Paving - 6" Concrete	4760 Sq. Yds.	\$ 56.00	\$ 266,560.00
3 Sidewalk	1320 Sq. Yds.	\$ 40.00	\$ 52,800.00
4 Sanitary Sewer	770 Lin. Ft.	\$ 72.00	\$ 55,440.00
5 Manholes	3 Ea.	\$ 7,500.00	\$ 22,500.00
6 Sanitary Taps	14 Ea.	\$ 700.00	\$ 9,800.00
7 6" Water Main	1200 Lin. Ft.	\$ 63.00	\$ 75,600.00
8 6" Gate Valve	4 Ea.	\$ 2,400.00	\$ 9,600.00
9 Fire Hydrant	3 Ea.	\$ 5,000.00	\$ 15,000.00
10 Water Main Taps	14 Ea.	\$ 1,500.00	\$ 21,000.00
	Sub Total		\$ 564,700.00
	Contingency		\$ 56,470.00
	Engineering		\$ 56,470.00
	Grand Total		\$ 677,640.00

Phase III

West 9th Street and West T Street
1150 ft long X 36' wide

Item	Estimate Quantity	Unit Price	Total
1 Subgrade Prep	5050 Sq. Yds.	\$ 7.00	\$ 35,350.00
2 Paving - 6" Concrete	4600 Sq. Yds.	\$ 56.00	\$ 257,600.00
3 Sidewalk	1280 Sq. Yds.	\$ 40.00	\$ 51,200.00
4 Sanitary Sewer	740 Lin. Ft.	\$ 72.00	\$ 53,280.00
5 Manholes	2 Ea.	\$ 7,500.00	\$ 15,000.00
6 Sanitary Taps	11 Ea.	\$ 700.00	\$ 7,700.00
7 6" Water Main	1200 Lin. Ft.	\$ 63.00	\$ 75,600.00
8 6" Gate Valve	4 Ea.	\$ 2,400.00	\$ 9,600.00
9 Fire Hydrant	3 Ea.	\$ 5,000.00	\$ 15,000.00
10 Water Main Taps	11 Ea.	\$ 1,500.00	\$ 16,500.00
11 Storm Sewer	1 L.S.	\$ 40,000.00	\$ 40,000.00
	Sub Total		\$ 576,830.00
	Contingency		\$ 57,683.00
	Engineering		\$ 57,683.00
	Grand Total		\$ 692,196.00

W. 7th Street

West 7th Street from CL of R Street to 100' north of T Street - 733 X 36'

Item	Estimate Quantity	Unit Price	Total
1 Subgrade Prep	3095 Sq. Yds.	\$ 7.00	\$ 21,665.00
2 Paving - 6" Concrete	2932 Sq. Yds.	\$ 56.00	\$ 164,192.00
3 Sidewalk	815 Sq. Yds.	\$ 40.00	\$ 32,600.00
4 Sanitary Sewer	0 Lin. Ft.	\$ 72.00	\$ -
5 Manholes	0 Ea.	\$ 7,500.00	\$ -
6 Sanitary Taps	4 Ea.	\$ 700.00	\$ 2,800.00
7 6" Water Main	700 Lin. Ft.	\$ 63.00	\$ 44,100.00
8 6" Gate Valve	3 Ea.	\$ 2,400.00	\$ 7,200.00
9 Fire Hydrant	1 Ea.	\$ 5,000.00	\$ 5,000.00
10 Water Main Taps	5 Ea.	\$ 1,200.00	\$ 6,000.00
	Sub Total		\$ 283,557.00
	Contingency		\$ 28,355.70
	Engineering		\$ 28,355.70
	Grand Total		\$ 340,268.40

EXHIBIT "A" Legal Description of the Project Site

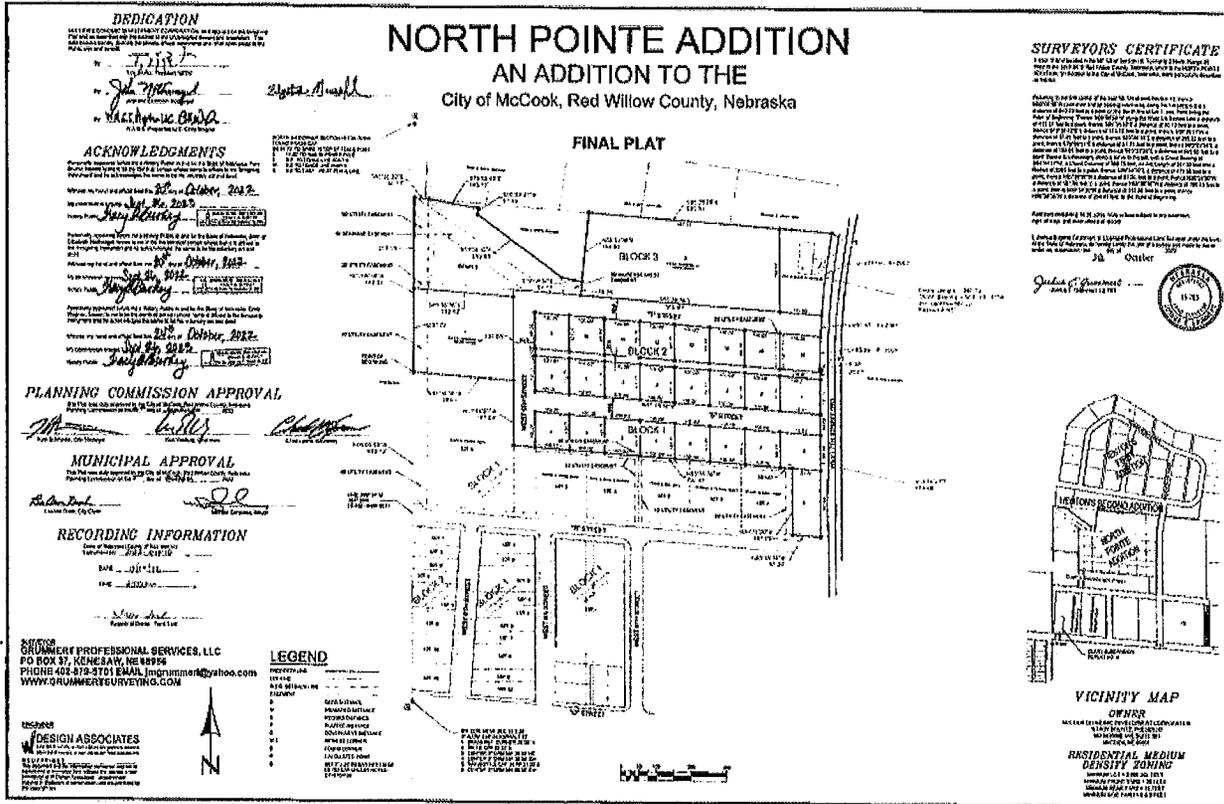
The Project Site is generally located near W. 7th Street and W. R Street, in the City of McCook, Nebraska and legally described as follows:

Lots 1-9, Block 1, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska; and

Lots 1-16, Block 2, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska.

The Project Site shall also include the public rights of way adjacent to and supporting the lots in North Pointe Addition for purposes of the public improvements described herein.

The Final Plat for North Pointe Addition is set forth below:



CITY MANAGER'S REPORT

MAY 1, 2023 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING

ITEM NO. **5.C.** Approve Resolution No. CDA 2023-02 authorizing and approving a Redevelopment Agreement between the City of McCook Community Development Agency and the McCook Economic Development Corporation, said agreement for the North Pointe Redevelopment Project - Phase II.

BACKGROUND:

For a TIF project to occur within the City of McCook, a Redevelopment Agreement must be entered by the developer and the CDA. Approval of the Redevelopment Agreement takes place after approval of the Redevelopment Plan which occurred in 2021. This Redevelopment Agreement must be approved by McCook's City Council and the McCook Community Development Agency.

The proposed Agreement contemplates that the CDA will capture the tax increment from the improvements made to the project site outlined in the Redevelopment Plan. The capture period will not exceed 15 years, keeping in mind that a phased approach will be implemented which will extend the TIF period 15 years for each annual improvement contemplated under this Agreement. The CDA will issue TIF indebtedness in an amount not to exceed \$955,500. The TIF indebtedness will be issued as a promissory note with the registered holder being the McCook Economic Development Corporation. The TIF indebtedness will be secured by a pledge of the captured tax increment for a period of 15 years depending on each phase of development. The issued debt will not be a general obligation of the City of McCook. If the tax increment falls short of anticipated receipts, the developer will be responsible to make up the shortfall.

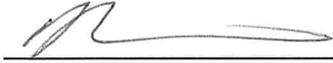
The Redevelopment Agreement reaffirms that the housing project would not occur but for the use of TIF. The Agreement contains a provision that requires the developer to provide the CDA with sufficient evidence to establish the developer has the ability to carry out the proposed project. The information will provide assurance that the developer has the means to undertake the project. This requirement serves as a condition precedent to the CDA's obligations.

It is anticipated that this phase will have an effective date of January 1, 2025. However, the effective date of and the number of lots within each phase of the Project shall be directly related to the construction and absorption rate of the housing improvements. Accordingly, the Redeveloper, upon written notice to the CDA, may determine the effective date for each lot based upon the construction and absorption rate of the housing units constructed. Notice to Divide Tax forms will be filed with the Red Willow County Assessor, with each filing to account for new construction having occurred during the course of the accompanying year.

During the term of the agreement, the Redeveloper (and/or subsequent lot owners) will be required to take action to assure the lot valuation for each lot equals \$320,000 (ie. The minimum site value for each residential property constructed), or, in the alternative, shall make an annual payment in lieu of taxes to the CDA as a deficiency payment. This requirement assures that adequate tax increment will be available to repay debt.

The Agreement contains provisions for default that spell out each parties' rights should a breach occur.

APPROVALS:



April 26, 2023

Nathan A. Schneider, City Manager



April 26, 2023

Lea Ann Doak, City Clerk

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA**

RESOLUTION # _____

(Redevelopment Agreement–North Pointe Redevelopment Project – Phase II)

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY
OF MCCOOK, NEBRASKA, AUTHORIZING AND APPROVING A REDEVELOPMENT
AGREEMENT INCLUDING THE USE OF TAX INCREMENT FINANCING FOR A
REDEVELOPMENT PROJECT; AND TAKING OTHER ACTIONS REQUIRED OR
PERMITTED UNDER THE COMMUNITY DEVELOPMENT LAW.**

RECITALS

- A. On October 18, 2021, the City of McCook, Nebraska (“City”) adopted a Redevelopment Plan for the North Pointe Redevelopment Project (the “Redevelopment Plan”).
- B. On _____, 2023, the Community Development Agency of the City of McCook, Nebraska (“CDA”) adopted a Minor Modification to the Redevelopment Plan.
- C. The CDA has prepared a redevelopment agreement for Phase II of the North Pointe Redevelopment Project (the “Project”), a copy of which is attached hereto as Exhibit “A” and incorporated by this reference (the “Redevelopment Agreement”).
- D. The Project would use Tax Increment Financing pursuant to Section 18-2147 of the Act to assist in paying for the cost of certain eligible public improvements authorized by the Act and identified in the Redevelopment Plan, as amended, and the Redevelopment Agreement.

NOW THEREFORE, BE IT RESOLVED, by the CDA, that the Redevelopment Agreement is hereby approved.

BE IT FURTHER RESOLVED, the CDA authorizes the Chairperson of the CDA to execute and enter into the Redevelopment Agreement on the CDA’s behalf upon the City Council’s approval of the Redevelopment Agreement.

BE IT FURTHER RESOLVED, the CDA authorizes the Chairperson of the CDA to take all such actions that are required to fulfill the terms of the Redevelopment Agreement and to consummate the agreement set forth therein.

BE IT FURTHER RESOLVED, without limitation to the foregoing, the CDA authorizes the issuance of the TIF Indebtedness in substantially the same form of the Note attached to the Redevelopment Agreement as Exhibit “G” in an amount not to exceed the TIF Indebtedness amount set forth in the Redevelopment Agreement without further written approval of the CDA or the City Council.

BE IT FURTHER RESOLVED, that any other resolutions or actions that are contradictory or incompatible with the provisions of this Resolution are hereby rescinded.

Dated this ____ day of _____, 2023.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
MCCOOK, NEBRASKA

Chairman

ATTEST:

Secretary

EXHIBIT "A"
Redevelopment Agreement

[Attached]

**REDEVELOPMENT AGREEMENT
(North Pointe Redevelopment Project—Phase II)**

This Redevelopment Agreement is made and entered into as of the ____ day of _____, 2023, by and between the Community Development Agency of the City of McCook, Nebraska (“CDA”) and McCook Economic Development Corporation, a Nebraska nonprofit corporation (“Redeveloper”).

RECITALS

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City, in furtherance of the purposes and pursuant to the provisions of the Act, has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. Redeveloper’s proposed redevelopment project involves the construction of seventeen (17) residential dwelling units in multiple phases, with all phases constituting part of the single redevelopment project.

F. A phased redevelopment project, including the phasing of the division of ad valorem taxes for the project, is permitted under Section 18-2147 of the Act, which expressly authorizes the division of ad valorem taxes on portions of the real property in the redevelopment project for a period not to exceed 15 years. This Project will accordingly divide the ad valorem taxes on each phase of the real property in the redevelopment project in different years, each for a period not to exceed 15 years.

G. The CDA has approved Redeveloper’s proposed redevelopment project, including the utilization of tax-increment financing to assist in the cost of the Public Improvements defined in this Redevelopment Agreement.

H. The CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, CDA and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. “Act” means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended, and acts amendatory thereof and supplemental thereto.

B. “CDA” means the Community Development Agency of the City of McCook, Nebraska.

C. “City” means the City of McCook, Nebraska.

D. “County” means Red Willow County, Nebraska.

E. “Effective Date” has the meaning set forth in Section 3.01 of this Redevelopment Agreement.

F. “Eligible Project Costs” means only costs or expenses incurred by Redeveloper for Public Improvements and other items eligible for reimbursement under the Act.

G. “Minimum Project Valuation” means Five Million Four Hundred Forty Thousand and No/100 (\$5,440,000.00).

H. “Project” means the Project Site and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A”. The parties acknowledge and agree that the Project shall be completed in multiple phases in successive years, as further described herein, and that all phases shall collectively constitute the Project.

I. “Project Site” means all that certain real property situated in the City, more particularly described on Exhibit “A”.

J. “Private Improvements” means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit “A”.

K. “Public Improvements” shall include all the public improvements more particularly described on Exhibit “A” which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

L. “Redeveloper” means the McCook Economic Development Corporation.

M. "Redevelopment Agreement" means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

N. "Redevelopment Area" Redevelopment Area #3 in the City as set forth in the Redevelopment Plan.

O. "Redevelopment Plan" means the North Pointe Redevelopment Plan, as amended.

P. "Tax Increment" means, in accordance with Neb. Rev. Stat. § 18-2147, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

Q. "TIF Indebtedness" means the sums payable under any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by Tax Increment.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase "at any time" shall be construed as meaning "at any time or from time to time."

(d) The word "including" shall be construed as meaning "including, but not limited to."

(e) The words "will" and "shall" shall each be construed as mandatory.

(f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing community development agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

(d) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the CDA and have been found to be in the long-term best interest of the community impacted by the Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska nonprofit corporation in good standing and has the power to enter into this Redevelopment Agreement and perform all obligations contained herein.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.

(e) Pursuant to Neb. Rev. Stat. § 18-2119, the Redeveloper certifies to the CDA that Redeveloper does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

(f) The Project would not be economically feasible without the use of tax increment financing.

(g) The Project would not occur in the Redevelopment Area without the use of tax increment financing.

ARTICLE III OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing for the tax year of the Effective Date for each phase of the Project and continuing thereafter, the CDA shall capture the Tax Increment from the Private Improvements on each phase of the Project pursuant to the Act. The CDA shall capture the Tax Increment generated by each phase of the Project Site to assist in the payment of the Public Improvements for a total period not to exceed fifteen (15) years for each phase after the Private Improvements have been included in the assessed valuation of each phase of the Project Site and are generating the Tax Increment subject to capture by the CDA.

The residential dwelling units comprising the Private Improvements shall be constructed in up to six (6) phases. Each phase of the Project will specifically identify the portion of the Project Site that will be developed in that phase. In order to optimize the Tax Increment for the Project, each phase shall have a separate "Effective Date" for the division of ad valorem taxes and the number of residential dwelling units included in each phase will be based upon the construction and absorption rate of the Private Improvements; provided, however, that the Effective Date of the final phase of the Project shall be no later than January 1, 2030.

It is anticipated that the first phase of the Project will have an Effective Date of January 1, 2025 based upon completion of construction on the first home(s) in 2024. However, the Effective Date of and the number of lots within each phase of the Project shall be directly related to the construction and absorption rate of the Private Improvements. Accordingly, Redeveloper, upon written notice to the CDA, may determine the Effective Date for each lot based upon the construction and absorption rate of the Private Improvements. Upon notification and direction from the Redeveloper, the CDA shall file with the County Assessor the "Notice to Divide Tax" on or prior to August 1 in the calendar year of the Effective Date for each phase of the Project, which shall identify the legal description of the lot(s) located within the Project Site constituting the Phase, the Base Year (calendar year prior to the Effective Date) for such Phase, and the year in which the tax division becomes effective (calendar year of the Effective Date) for said phase.

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CDA shall incur or issue TIF Indebtedness in an amount not to exceed Nine Hundred Fifty-Five Thousand Five Hundred and No/100 Dollars (\$955,500.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit "G" ("Note"). The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. The TIF Indebtedness shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender.

Section 3.03 Use of TIF Indebtedness.

The CDA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. In addition, prior to the issuance of the Note, Redeveloper shall pay to the CDA an amount equal to the CDA's reasonable and necessary cost of issuance, including attorney fees, and a CDA administration fee in the amount of Six Thousand and No/100 (\$6,000.00). The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

The CDA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.02 above.

Section 3.05 Projected TIF Sources and Uses.

In addition to the TIF Indebtedness calculations set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C".

ARTICLE IV
OBLIGATIONS OF REDEVELOPER

Section 4.01 Evidence of Financial Ability.

Redeveloper shall, no later than ninety (90) days following the execution of this Redevelopment Agreement, provide to the CDA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with construction of the Public Improvements and the Private Improvements. To the extent allowed by law, the CDA agrees to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use in constructing the Private Improvements; and shall state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the Private Improvements. Such information shall be provided in a form satisfactory to the CDA, and evidence of loan commitments shall include all of the documents evidencing the loan commitment, acceptance by Redeveloper, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Submittal of such financial information in a form satisfactory to the CDA shall be a condition precedent to the requirement of the CDA to proceed with its obligations under this Redevelopment Agreement.

Section 4.02 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements and install all equipment necessary to operate the Public Improvements and the Private Improvements for each phase of the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Pursuant to the terms of Section 4.06(b) of this Redevelopment Agreement, Redeveloper may assign the obligation to build the Private Improvements on a lot by lot basis.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance on each phase including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. Redeveloper shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.03 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs in the form of the certification attached hereto as Exhibit "D" ("Eligible Project Costs Certification"), after expenditure of such project costs. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Redevelopment Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. In the event that the certified Eligible Project Costs for the Project are less than the TIF Indebtedness, the CDA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CDA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

(a) Redeveloper has agreed to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation no later than the Effective Date of the final phase of the Project. The Minimum Project Valuation is based upon an anticipated final valuation of each lot in the Project Site of not less than Three Hundred Twenty Thousand and No/100 (\$320,000.00). Redeveloper shall create the Minimum Lot Valuation on each lot in the Project Site no later than the applicable Effective Date for said lot. During the period of this Redevelopment Agreement and after the applicable Effective Date, Redeveloper, its successors and assigns, including each purchaser of a lot in the Project Site: (1) will not protest a real estate property valuation of any lot in the Project Site to a sum less than or equal to the Minimum Lot Valuation; and (2) will not convey any lot in the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Redevelopment Agreement and after the applicable Effective Date for each lot, any lot in the Project Site is assessed at less than the Minimum Lot Valuation, the owner of said lot shall either: (1) successfully

protest the valuation of the lot upwards such that the valuation is equal to or greater than the Minimum Lot Valuation; or (2) make an annual payment in lieu of taxes ("Deficiency Payment") to the CDA upon thirty (30) days written notice in the amount of the shortfall equal to the amount the Anticipated Tax Increment for the lot, as set forth on Exhibit "B", exceeds the actual Tax Increment for the lot.

Section 4.06 **No Assignment or Conveyance.**

Redeveloper shall not convey, assign or transfer a lot in the Project Site or any interest therein prior to: (1) the termination of the fifteen (15) year period commencing on the applicable Effective Date for said lot, or (2) the payment of all TIF Indebtedness, whichever first occurs, without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA:

- (a) any conveyance as security for indebtedness (i) previously incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises (whether incurred prior to or after the effective date of this Redevelopment Agreement) with the outstanding principal amount of all such indebtedness secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement; or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement; or
- (b) any conveyance of a lot in the Project Site to a non-exempt third party, provided that said non-exempt third party purchaser agrees to assume all obligations of Redeveloper with respect to said lot including, without limitation, the obligations to construct the Private Improvements (if such Private Improvements have not been previously completed), pay real estate taxes, and either maintain the Minimum Lot Valuation or make Deficiency Payments. The form of Assignment and Assumption of Redevelopment Agreement is attached as Exhibit "E" and incorporated by this reference.

ARTICLE V
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 **Financing.**

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 **Encumbrances.**

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within ninety (90) days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) days of Redeveloper receiving notice thereof.

ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 **General Remedies of the CDA and Redeveloper.**

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 **Additional Remedies of the CDA.**

Redeveloper, or the successor redeveloper for each applicable lot following a transfer pursuant to Section 4.06(b), as applicable, shall be in default of this Redevelopment Agreement upon the occurrence of any of the following:

- (a) Redeveloper shall fail to complete the construction of the Private Improvements before the applicable completion date for the applicable lot;
- (b) Redeveloper shall fail to pay real estate taxes or assessments on each lot in the Project Site when due, and such taxes or assessments shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA;
- (c) Redeveloper shall fail to maintain an assessed valuation equal to or greater than the Minimum Lot Valuation for each lot in the Project

Site after the applicable Effective Date for such lot and fails to satisfy the obligations of Section 4.05(b) of this Redevelopment Agreement; or

- (d) There is a transfer of a lot in the Project Site in violation of Section 4.06 of this Redevelopment Agreement, and such failure or action by Redeveloper has not been cured within thirty (30) days following written notice from the CDA.

If Redeveloper or the applicable successor redeveloper is in default of this Redevelopment Agreement and such default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of TIF Revenues contemplated hereunder, Redeveloper or the applicable successor redeveloper shall be obligated, on an annual basis, to remit the sum by which the Anticipated Tax Increment for the applicable lot, as set forth on Exhibit "B", exceeds the actual Tax Increment for the applicable lot.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within thirty (30) days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law.

Section 6.04 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements.

(b) Redeveloper shall indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or

Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the County Register of Deeds. The form of the Memorandum is attached as Exhibit "F" and incorporated by this reference.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (i) the CDA and/or the City; and (ii) Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by the Redeveloper for three (3) years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 7.06 Notice to Redeveloper.

For the purpose of any notice requirement set forth in this Redevelopment Agreement, Redeveloper's address shall be:

McCook Economic Development Corporation
402 Norris Ave., Suite 301
McCook, NE 69001
charlie@mccookne.org

Exhibits:

- Exhibit "A": Description of Project
- Exhibit "B": TIF Indebtedness
- Exhibit "C": TIF Sources and Uses
- Exhibit "D": Form of Certification of Eligible Project Costs
- Exhibit "E": Form of Assignment and Assumption of Redevelopment Agreement
- Exhibit "F": Form of Memorandum of Redevelopment Agreement
- Exhibit "G": Form of TIF Promissory Note

[Signature Page Follows]

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

“CDA”

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

“REDEVELOPER”

MCCOOK ECONOMIC DEVELOPMENT
CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT "A"
DESCRIPTION OF PROJECT

The Project undertaken by the Redeveloper on the Project Site, legally described as:

Lots 1-9, Block 1, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska; and

Lots 1-8, Block 2, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska

shall consist of the following Public Improvements and Private Improvements, which shall be undertaken and completed by Redeveloper:

- (a) **Private Improvements.** The construction of seventeen (17) residential dwelling units and associated improvements on the Project Site.
- (b) **Public Improvements.** Land acquisition, site preparation, street and sidewalk improvements, water and sanitary sewer improvements, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

The Project shall be completed in multiple phases as described in the Redevelopment Agreement. Each phase may have a separate effective date.

EXHIBIT "B"
TIF INDEBTEDNESS

1. **Projected Base Value:**
\$170,000 (17 lots at \$10,000/lot)
2. **Projected Final Value (Minimum Project Valuation):**
\$5,440,000 (17 lots at \$320,000/lot)
3. **Difference in Valuation:**
\$5,270,000 (\$310,000/lot)
4. **Assumed Tax Levy:**
1.929606
5. **Anticipated Tax Increment:**
\$102,000 annually (\$6,000/lot)
6. **TIF Indebtedness:**
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$955,500, which is the maximum amount, together with interest accruing thereon, which can be amortized by the end of the fifteen (15) year tax increment period for the last phase of the Project, solely from the Tax Increment based upon the Anticipated Tax Increment.
 - b. **Interest Rate.** The interest rate for the TIF Indebtedness shall be determined prior to the issuance of the TIF Note. A five percent (5.0%) interest rate has been used for the TIF calculations, but the five percent (5.0%) interest rate may be adjusted based upon Redeveloper's reasonable evidence of lender requirements that will necessitate a reasonable change to the interest rate.
 - c. **Payments.** Payments shall be made semi-annually commencing when the real estate taxes are fully collected for the tax year of the Effective Date for the first phase of the Project. The final payment shall occur when the real estate taxes are fully collected for the fifteenth (15th) year of the TIF period for the final phase of the Project. In no case whatsoever shall the annual debt service payment on the TIF Indebtedness exceed the amount of Tax Increment received by the CDA in said year of the payment. The CDA shall only be obligated to make payments up to the actual amount of Tax Increment received by the CDA in said year of the payment. Due to the phasing of this project, the parties acknowledge that the amount of Tax Increment is dependent upon the timing of the phases of the Project.
 - d. **Anticipated Maturity Date.** Each phase of the Project shall divide the taxes on the applicable phase of the Project Site for fifteen (15) years, and the Maturity Date for the Project shall be December 15th of the fifteenth (15th) year real estate taxes are collected for the final phase.

- e. **TIF Period.** The period for TIF on this Project will be fifteen (15) years per phase.

Note: All calculations are based on assumptions and estimates of future values that may be different than the values that are actually calculated or may vary from year to year.

EXHIBIT "C"
TIF SOURCES AND USES

TIF SOURCES

Assumptions:

Tax Levy (2021):	1.929606
Interest Rate:	5.0%
Base Val/Unit	\$10,000
Final Val/Unit	\$320,000

Preliminary Construction Schedule:

Year	2024	2025	2026	2027	2028	2029	Total
Homes	5	2	3	2	3	2	17

TIF Calculations:

Sub-Phase	1	2	3	4	5	6
TIF Period	15	15	15	15	15	15
Base Value	\$50,000	\$20,000	\$30,000	\$20,000	\$30,000	\$20,000
Base Taxes	\$965	\$386	\$579	\$386	\$579	\$386
Final Value	\$1,600,000	\$640,000	\$960,000	\$640,000	\$960,000	\$640,000
Total Taxes	\$30,874	\$12,349	\$18,524	\$12,349	\$18,524	\$12,349
Tax Increment	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964
Phase Years	1 to 15	2 to 16	3 to 17	4 to 18	5 to 19	6 to 20

Year	Sub-Phase 1	Sub-Phase 2	Sub-Phase 3	Sub-Phase 4	Sub-Phase 5	Sub-Phase 6	TOTAL
1	\$29,909	\$0	\$0	\$0	\$0	\$0	\$29,909
2	\$29,909	\$11,964	\$0	\$0	\$0	\$0	\$41,872
3	\$29,909	\$11,964	\$17,945	\$0	\$0	\$0	\$59,818
4	\$29,909	\$11,964	\$17,945	\$11,964	\$0	\$0	\$71,781
5	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$0	\$89,727
6	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
7	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
8	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
9	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
10	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
11	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
12	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
13	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
14	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
15	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
16	\$0	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$71,781
17	\$0	\$0	\$17,945	\$11,964	\$17,945	\$11,964	\$59,818
18	\$0	\$0	\$0	\$11,964	\$17,945	\$11,964	\$41,872
19	\$0	\$0	\$0	\$0	\$17,945	\$11,964	\$29,909
20	\$0	\$0	\$0	\$0	\$0	\$11,964	\$11,964
TOTAL	\$448,633	\$179,453	\$269,180	\$179,453	\$269,180	\$179,453	\$1,525,354

Present Value	\$955,465
per lot	\$56,204

TIF USES

CDA Administrative Fee	\$6,000
Cost of Issuance	\$15,000
Site Acquisition	\$230,000
Phase II (itemized below)	\$677,640
W. 7th Street (itemized below)	<u>\$340,268</u>
	<u>\$1,268,908</u>

Phase II

West 9th Street and West 5 Street
1190 ft long X 36' wide

Item	Estimate Quantity	Unit Price	Total
1 Subgrade Prep	5200 Sq. Yds.	\$ 7.00	\$ 36,400.00
2 Paving - 6" Concrete	4760 Sq. Yds.	\$ 56.00	\$ 266,560.00
3 Sidewalk	1320 Sq. Yds.	\$ 40.00	\$ 52,800.00
4 Sanitary Sewer	770 Lin. Ft.	\$ 72.00	\$ 55,440.00
5 Manholes	3 Ea.	\$ 7,500.00	\$ 22,500.00
6 Sanitary Taps	14 Ea.	\$ 700.00	\$ 9,800.00
7 6" Water Main	1200 Lin. Ft.	\$ 63.00	\$ 75,600.00
8 6" Gate Valve	4 Ea.	\$ 2,400.00	\$ 9,600.00
9 Fire Hydrant	3 Ea.	\$ 5,000.00	\$ 15,000.00
10 Water Main Taps	14 Ea.	\$ 1,500.00	\$ 21,000.00
	Sub Total		\$ 564,700.00
	Contingency		\$ 56,470.00
	Engineering		\$ 56,470.00
	Grand Total		<u>\$ 677,640.00</u>

W. 7th Street

West 7th Street from CL of R Street to 100' north of T Street - 733 X 36'

Item	Estimate Quantity	Unit Price	Total
1 Subgrade Prep	3095 Sq. Yds.	\$ 7.00	\$ 21,665.00
2 Paving - 6" Concrete	2932 Sq. Yds.	\$ 56.00	\$ 164,192.00
3 Sidewalk	815 Sq. Yds.	\$ 40.00	\$ 32,600.00
4 Sanitary Sewer	0 Lin. Ft.	\$ 72.00	\$ -
5 Manholes	0 Ea.	\$ 7,500.00	\$ -
6 Sanitary Taps	4 Ea.	\$ 700.00	\$ 2,800.00
7 6" Water Main	700 Lin. Ft.	\$ 63.00	\$ 44,100.00
8 6" Gate Valve	3 Ea.	\$ 2,400.00	\$ 7,200.00
9 Fire Hydrant	1 Ea.	\$ 5,000.00	\$ 5,000.00
10 Water Main Taps	5 Ea.	\$ 1,200.00	\$ 6,000.00
	Sub Total		\$ 283,557.00
	Contingency		\$ 28,355.70
	Engineering		\$ 28,355.70
	Grand Total		<u>\$ 340,268.40</u>

Note: The Projected TIF sources and uses set forth above are preliminary estimates and subject to change. The actual TIF sources shall be determined by the annual assessed value of the Project Site and the annual tax levy applicable to the Project Site. The TIF uses shall be actual costs verified as set forth in the Redevelopment Agreement.

EXHIBIT "D"
FORM OF CERTIFICATION OF ELIGIBLE PROJECT COSTS
(North Pointe Redevelopment Project—Phase II)

Date: _____

McCook Economic Development Corporation ("Redeveloper") hereby certifies that it has incurred and paid the Eligible Costs indicated herein, pursuant to the terms of the Redevelopment Agreement between Redeveloper and the Community Development Agency of the City of McCook, Nebraska. The portion of the Project as indicted herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

CDA Administrative Fee	\$6,000
Cost of Issuance	\$ _____
Land Acquisition	\$ _____
Site Preparation	\$ _____
Streets	\$ _____
Sidewalks	\$ _____
Water	\$ _____
Sanitary Sewer	\$ _____
Engineering Fees	\$ _____
<hr/> Total:	<hr/> \$ _____ *

***Principal Amount of TIF Indebtedness shall not exceed \$955,500.**

McCook Economic Development
Corporation

By: _____

Name: _____

Title: _____

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CDA:

Chairman

EXHIBIT "E"
FORM OF ASSIGNMENT AND ASSUMPTION
OF REDEVELOPMENT AGREEMENT

(On the following page)

After Recording Return To:
City of McCook
505 W. "C" Street
McCook, NE 69001

**ASSIGNMENT AND ASSUMPTION
OF REDEVELOPMENT AGREEMENT
(North Pointe Redevelopment Project—Phase II)**

This Assignment and Assumption of Redevelopment Agreement ("Agreement") is entered into on this ___ day of _____, 20___, by and between the McCook Economic Development Corporation, a Nebraska nonprofit corporation ("Original Redeveloper"), and _____ ("Successor Redeveloper").

RECITALS

- A. The Community Development Agency of the City of McCook, Nebraska ("CDA") and Redeveloper entered into a Redevelopment Agreement dated _____, 2023 (the "Redevelopment Agreement") for a redevelopment project on the property that is identified in the Redevelopment Agreement and legally described as:

Lots 1-9, Block 1, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska; and

Lots 1-8, Block 2, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska (the "Project Site").

- B. Original Redeveloper desires to sell a lot of record located within the Project Site (the "Lot") to Successor Redeveloper, which Lot is legally described as:

Lot ___, Block ___, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska.

- C. The terms of the Redevelopment Agreement run with the land.

D. In connection with the sale of the Lot, Original Redeveloper desires to assign the Redevelopment Agreement to Successor Redeveloper and Successor Redeveloper agrees to assume all of the obligations of "Redeveloper", all with respect to said Lot.

NOW THEREFORE, in consideration of these mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Assignment. Effective as of the date of this Agreement, Original Redeveloper assigns all of its right, title and interest in and to the Redevelopment Agreement to Successor Redeveloper with respect to the Lot, except as set forth in Section 3 hereof.

2. Assumption. Effective as of the date of this Agreement, Successor Redeveloper assumes and agrees to perform all the obligations of "Redeveloper" under the Redevelopment Agreement with respect to the Lot and to assume and to perform and to be bound by all of the obligations of "Successor Redeveloper" to the CDA with respect to the Lot as provided in the Redevelopment Agreement.

3. TIF Indebtedness. The Original Redeveloper's right, title and interest in and to the TIF Indebtedness shall not be assigned by this Agreement. Successor Redeveloper shall have no claim to the Tax Increment generated by any phase of the Project.

4. Non-Exempt. Successor Redeveloper hereby represents and warrants that it is not exempt from paying real estate taxes and will not apply for an exemption from real estate taxes during the term of the Redevelopment Agreement.

5. Obligations. Without limiting the general assumption of all the obligations of "Redeveloper" under the Redevelopment Agreement with respect to the Lot, Successor Redeveloper acknowledges and agrees as follows:

(a) Pay Real Estate Taxes. Successor Redeveloper shall pay all real estate taxes on the Lot.

(b) Minimum Lot Valuation. Successor Redeveloper shall not protest a taxable real property valuation of the Lot to a sum less than or equal to \$320,000.00.

(c) Payment in Lieu of Taxes. In the event of a shortfall, Successor Redeveloper shall, on an annual basis, make a payment in lieu of taxes in the amount that \$6,000.00 exceeds the actual Tax Increment for the Lot.

[Signature Pages Follow]

“ORIGINAL REDEVELOPER”

MCCOOK ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF RED WILLOW)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, _____ of McCook Economic Development Corporation, a Nebraska nonprofit corporation, on behalf of the corporation.

Notary Public

“SUCCESSOR REDEVELOPER”

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ and _____, each on their own behalf.

EXHIBIT "F"
FORM OF MEMORANDUM
OF REDEVELOPMENT AGREEMENT

(On the following page)

After Recording Return To:
City of McCook
505 W. "C" Street
McCook, NE 69001

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(North Pointe Redevelopment Project—Phase II)**

This Memorandum of Redevelopment Agreement ("Memorandum") is made this ____ day of _____, 2023, by and between the Community Development Agency of the City of McCook, Nebraska ("CDA") and McCook Economic Development Corporation, a Nebraska nonprofit corporation ("Redeveloper").

1. **Redevelopment Agreement.** The CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the Public Improvements and the Private Improvements being made to real property owned by Redeveloper and legally described as:

Lots 1–9, Block 1, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska; and

Lots 1–8, Block 2, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska (the "Project Site").

2. **Tax Increment Financing.** The Project shall be completed in phases. The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the Private Improvements to be made by Redeveloper on the Project Site for a period not to exceed fifteen (15) years after the Effective Date of each phase of the Project. The Tax Increment captured by the CDA shall be used to make the Public Improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in McCook, Nebraska.

[Signature Page Follows]

“CDA”

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF RED WILLOW)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____ and _____, Chairman and Secretary respectively of the Community Development Agency of the City of McCook, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

“REDEVELOPER”

McCook Economic Development
Corporation

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF RED WILLOW)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, _____ of McCook Economic Development Corporation, a Nebraska nonprofit corporation, on behalf of the corporation.

Notary Public

**EXHIBIT “G”
FORM OF TIF PROMISSORY NOTE**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (“THE 1933 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA

REDEVELOPMENT REVENUE NOTE
(NORTH POINTE REDEVELOPMENT PROJECT—PHASE II)
SERIES 2023A

Maturity Date	Interest Rate	Original Issuance Date
See attached Schedule 1	5.0%	

Registered Holder	Principal Amount
McCook Economic Development Corporation	\$955,500.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Effective Date for the first phase of the Project or from the most recent date to which interest has not been paid. Principal and interest shall be payable in semi-annual installments due June 15th and December 15th for each year that the Project generates tax increment until the Maturity Date or, if earlier, until such Principal Amount has been paid in full. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated the Community Development Agency of the City of McCook, Nebraska Redevelopment Revenue Note (North Pointe Redevelopment

Project—Phase II), Series 2023A, in the Principal Amount identified herein (the “Note”), which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended and supplemented (the “Act”) and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and the Registered Holder hereof (the “Redevelopment Agreement”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project as identified in the Redevelopment Agreement. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment or the Issuer does not receive sufficient Tax Increment to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment from the Project as full payment of this Note.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA, OR THE CITY OF MCCOOK, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA, OR THE CITY OF MCCOOK, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible “redevelopment project” as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of McCook, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by the Registered Holder's duly authorized attorney, upon written documentation of transfer satisfactory to the Issuer and the Registrar duly executed by the Registered Holder and the assignee/transferee, together with a purchase letter in a form provided by Issuer and any other documentation required by the Issuer. Prior to the approval of any transfer of this Note, the Registered Holder shall pay all of the Issuer's costs, including attorney's fees, relating to the transfer of the Note. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[Signature Page Follows]

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: Form – Do Not Sign

Secretary

By: Form – Do Not Sign

Chairman

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of McCook
as Paying Agent and Registrar

By: _____
Authorized Signatory

SCHEDULE 1
MATURITY DATE

The Maturity Date of this Note shall be December 15 of the year sixteen (16) years following the Effective Date of the final phase of the Project. This Schedule shall be amended following the Effective Date of the final phase of the Project to specifically identify the Maturity Date.

CITY MANAGER'S REPORT
MAY 1, 2023 MCCOOK CITY COUNCIL MEETING

ITEM **6.A.** Adopt Resolution No. 2023-~~07~~ authorizing and approving a Redevelopment Agreement between the City of McCook/CDA and the McCook Economic Development Corporation, said agreement for the North Pointe Redevelopment Project - Phase II.

BACKGROUND:

Please review the City Manager's Report for Item No. **5.C.**

APPROVALS:



Nathan A. Schneider, City Manager

April 26, 2023

Lea Ann Doak, City Clerk

April 26, 2023

CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. 2023-07

(Redevelopment Agreement–North Pointe Redevelopment Project – Phase II)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, APPROVING THE FORM OF THE REDEVELOPMENT AGREEMENT AND AUTHORIZING THE COMMUNITY DEVELOPMENT AGENCY TO ENTER INTO SAID AGREEMENT.

RECITALS

A. Pursuant to the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended (the “Act”), the City of McCook, Nebraska (“City”), has adopted a redevelopment plan, as amended (the “Redevelopment Plan”), for certain portions of the City. A copy of the Redevelopment Plan is on file with the City Clerk for inspection.

B. The Redevelopment Plan includes a specific redevelopment project identified as the North Pointe Redevelopment Project that will include the use of Tax Increment Financing (the “Project”).

C. On May 1, 2023, the CDA approved the Redevelopment Agreement for Phase II of the Project.

D. The City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the General Comprehensive Development Plan of the City, and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of McCook, Nebraska, that the Redevelopment Agreement between the Community Development Agency of the City of McCook, Nebraska and McCook Economic Development Corporation, a Nebraska nonprofit corporation, which is on file with the City Clerk and available for public inspection, is hereby approved.

BE IT FURTHER RESOLVED, the CDA is hereby authorized to execute and deliver the Redevelopment Agreement, with such changes, modifications, additions, and deletions therein and shall they seem necessary, desirable or appropriate, for and on behalf of the CDA.

BE IT FURTHER RESOLVED, the CDA is hereby authorized to take all actions contemplated and required in the Redevelopment Agreement including, without limitation, the issuance of such TIF Indebtedness as set forth in the Redevelopment Agreement. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA of the City.

BE IT FURTHER RESOLVED that all Resolutions or parts thereof in conflict with the provisions of this Resolution or to the extent of such conflicts, are hereby repealed.

Dated this ____ day of _____, 2023.

CITY OF MCCOOK, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

**REDEVELOPMENT AGREEMENT
(North Pointe Redevelopment Project—Phase II)**

This Redevelopment Agreement is made and entered into as of the ____ day of _____, 2023, by and between the Community Development Agency of the City of McCook, Nebraska (“CDA”) and McCook Economic Development Corporation, a Nebraska nonprofit corporation (“Redeveloper”).

RECITALS

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City, in furtherance of the purposes and pursuant to the provisions of the Act, has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. Redeveloper’s proposed redevelopment project involves the construction of seventeen (17) residential dwelling units in multiple phases, with all phases constituting part of the single redevelopment project.

F. A phased redevelopment project, including the phasing of the division of ad valorem taxes for the project, is permitted under Section 18-2147 of the Act, which expressly authorizes the division of ad valorem taxes on portions of the real property in the redevelopment project for a period not to exceed 15 years. This Project will accordingly divide the ad valorem taxes on each phase of the real property in the redevelopment project in different years, each for a period not to exceed 15 years.

G. The CDA has approved Redeveloper’s proposed redevelopment project, including the utilization of tax-increment financing to assist in the cost of the Public Improvements defined in this Redevelopment Agreement.

H. The CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, CDA and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.01 **Terms Defined in this Redevelopment Agreement.**

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended, and acts amendatory thereof and supplemental thereto.

B. "CDA" means the Community Development Agency of the City of McCook, Nebraska.

C. "City" means the City of McCook, Nebraska.

D. "County" means Red Willow County, Nebraska.

E. "Effective Date" has the meaning set forth in Section 3.01 of this Redevelopment Agreement.

F. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper for Public Improvements and other items eligible for reimbursement under the Act.

G. "Minimum Project Valuation" means Five Million Four Hundred Forty Thousand and No/100 (\$5,440,000.00).

H. "Project" means the Project Site and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A". The parties acknowledge and agree that the Project shall be completed in multiple phases in successive years, as further described herein, and that all phases shall collectively constitute the Project.

I. "Project Site" means all that certain real property situated in the City, more particularly described on Exhibit "A".

J. "Private Improvements" means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit "A".

K. "Public Improvements" shall include all the public improvements more particularly described on Exhibit "A" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

L. "Redeveloper" means the McCook Economic Development Corporation.

M. "Redevelopment Agreement" means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

N. "Redevelopment Area" Redevelopment Area #3 in the City as set forth in the Redevelopment Plan.

O. "Redevelopment Plan" means the North Pointe Redevelopment Plan, as amended.

P. "Tax Increment" means, in accordance with Neb. Rev. Stat. § 18-2147, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

Q. "TIF Indebtedness" means the sums payable under any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by Tax Increment.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase "at any time" shall be construed as meaning "at any time or from time to time."

(d) The word "including" shall be construed as meaning "including, but not limited to."

(e) The words "will" and "shall" shall each be construed as mandatory.

(f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing community development agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

(d) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the CDA and have been found to be in the long-term best interest of the community impacted by the Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska nonprofit corporation in good standing and has the power to enter into this Redevelopment Agreement and perform all obligations contained herein.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.

(e) Pursuant to Neb. Rev. Stat. § 18-2119, the Redeveloper certifies to the CDA that Redeveloper does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

(f) The Project would not be economically feasible without the use of tax increment financing.

(g) The Project would not occur in the Redevelopment Area without the use of tax increment financing.

ARTICLE III
OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 **Capture of Tax Increment.**

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing for the tax year of the Effective Date for each phase of the Project and continuing thereafter, the CDA shall capture the Tax Increment from the Private Improvements on each phase of the Project pursuant to the Act. The CDA shall capture the Tax Increment generated by each phase of the Project Site to assist in the payment of the Public Improvements for a total period not to exceed fifteen (15) years for each phase after the Private Improvements have been included in the assessed valuation of each phase of the Project Site and are generating the Tax Increment subject to capture by the CDA.

The residential dwelling units comprising the Private Improvements shall be constructed in up to six (6) phases. Each phase of the Project will specifically identify the portion of the Project Site that will be developed in that phase. In order to optimize the Tax Increment for the Project, each phase shall have a separate “Effective Date” for the division of ad valorem taxes and the number of residential dwelling units included in each phase will be based upon the construction and absorption rate of the Private Improvements; provided, however, that the Effective Date of the final phase of the Project shall be no later than January 1, 2030.

It is anticipated that the first phase of the Project will have an Effective Date of January 1, 2025 based upon completion of construction on the first home(s) in 2024. However, the Effective Date of and the number of lots within each phase of the Project shall be directly related to the construction and absorption rate of the Private Improvements. Accordingly, Redeveloper, upon written notice to the CDA, may determine the Effective Date for each lot based upon the construction and absorption rate of the Private Improvements. Upon notification and direction from the Redeveloper, the CDA shall file with the County Assessor the “Notice to Divide Tax” on or prior to August 1 in the calendar year of the Effective Date for each phase of the Project, which shall identify the legal description of the lot(s) located within the Project Site constituting the Phase, the Base Year (calendar year prior to the Effective Date) for such Phase, and the year in which the tax division becomes effective (calendar year of the Effective Date) for said phase.

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CDA shall incur or issue TIF Indebtedness in an amount not to exceed Nine Hundred Fifty-Five Thousand Five Hundred and No/100 Dollars (\$955,500.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit "G" ("Note"). The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. The TIF Indebtedness shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender.

Section 3.03 Use of TIF Indebtedness.

The CDA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. In addition, prior to the issuance of the Note, Redeveloper shall pay to the CDA an amount equal to the CDA's reasonable and necessary cost of issuance, including attorney fees, and a CDA administration fee in the amount of Six Thousand and No/100 (\$6,000.00). The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

The CDA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.02 above.

Section 3.05 Projected TIF Sources and Uses.

In addition to the TIF Indebtedness calculations set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C".

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Evidence of Financial Ability.

Redeveloper shall, no later than ninety (90) days following the execution of this Redevelopment Agreement, provide to the CDA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with construction of the Public Improvements and the Private Improvements. To the extent allowed by law, the CDA agrees to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use in constructing the Private Improvements; and shall state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the Private Improvements. Such information shall be provided in a form satisfactory to the CDA, and evidence of loan commitments shall include all of the documents evidencing the loan commitment, acceptance by Redeveloper, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Submittal of such financial information in a form satisfactory to the CDA shall be a condition precedent to the requirement of the CDA to proceed with its obligations under this Redevelopment Agreement.

Section 4.02 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements and install all equipment necessary to operate the Public Improvements and the Private Improvements for each phase of the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Pursuant to the terms of Section 4.06(b) of this Redevelopment Agreement, Redeveloper may assign the obligation to build the Private Improvements on a lot by lot basis.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance on each phase including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. Redeveloper shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.03 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs in the form of the certification attached hereto as Exhibit "D" ("Eligible Project Costs Certification"), after expenditure of such project costs. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Redevelopment Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. In the event that the certified Eligible Project Costs for the Project are less than the TIF Indebtedness, the CDA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CDA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

(a) Redeveloper has agreed to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation no later than the Effective Date of the final phase of the Project. The Minimum Project Valuation is based upon an anticipated final valuation of each lot in the Project Site of not less than Three Hundred Twenty Thousand and No/100 (\$320,000.00). Redeveloper shall create the Minimum Lot Valuation on each lot in the Project Site no later than the applicable Effective Date for said lot. During the period of this Redevelopment Agreement and after the applicable Effective Date, Redeveloper, its successors and assigns, including each purchaser of a lot in the Project Site: (1) will not protest a real estate property valuation of any lot in the Project Site to a sum less than or equal to the Minimum Lot Valuation; and (2) will not convey any lot in the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Redevelopment Agreement and after the applicable Effective Date for each lot, any lot in the Project Site is assessed at less than the Minimum Lot Valuation, the owner of said lot shall either: (1) successfully

protest the valuation of the lot upwards such that the valuation is equal to or greater than the Minimum Lot Valuation; or (2) make an annual payment in lieu of taxes ("Deficiency Payment") to the CDA upon thirty (30) days written notice in the amount of the shortfall equal to the amount the Anticipated Tax Increment for the lot, as set forth on Exhibit "B", exceeds the actual Tax Increment for the lot.

Section 4.06 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer a lot in the Project Site or any interest therein prior to: (1) the termination of the fifteen (15) year period commencing on the applicable Effective Date for said lot, or (2) the payment of all TIF Indebtedness, whichever first occurs, without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA:

- (a) any conveyance as security for indebtedness (i) previously incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises (whether incurred prior to or after the effective date of this Redevelopment Agreement) with the outstanding principal amount of all such indebtedness secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement; or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement; or
- (b) any conveyance of a lot in the Project Site to a non-exempt third party, provided that said non-exempt third party purchaser agrees to assume all obligations of Redeveloper with respect to said lot including, without limitation, the obligations to construct the Private Improvements (if such Private Improvements have not been previously completed), pay real estate taxes, and either maintain the Minimum Lot Valuation or make Deficiency Payments. The form of Assignment and Assumption of Redevelopment Agreement is attached as Exhibit "E" and incorporated by this reference.

**ARTICLE V
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within ninety (90) days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) days of Redeveloper receiving notice thereof.

ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 **General Remedies of the CDA and Redeveloper.**

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 **Additional Remedies of the CDA.**

Redeveloper, or the successor redeveloper for each applicable lot following a transfer pursuant to Section 4.06(b), as applicable, shall be in default of this Redevelopment Agreement upon the occurrence of any of the following:

- (a) Redeveloper shall fail to complete the construction of the Private Improvements before the applicable completion date for the applicable lot;
- (b) Redeveloper shall fail to pay real estate taxes or assessments on each lot in the Project Site when due, and such taxes or assessments shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA;
- (c) Redeveloper shall fail to maintain an assessed valuation equal to or greater than the Minimum Lot Valuation for each lot in the Project

Site after the applicable Effective Date for such lot and fails to satisfy the obligations of Section 4.05(b) of this Redevelopment Agreement; or

- (d) There is a transfer of a lot in the Project Site in violation of Section 4.06 of this Redevelopment Agreement, and such failure or action by Redeveloper has not been cured within thirty (30) days following written notice from the CDA.

If Redeveloper or the applicable successor redeveloper is in default of this Redevelopment Agreement and such default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of TIF Revenues contemplated hereunder, Redeveloper or the applicable successor redeveloper shall be obligated, on an annual basis, to remit the sum by which the Anticipated Tax Increment for the applicable lot, as set forth on Exhibit "B", exceeds the actual Tax Increment for the applicable lot.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within thirty (30) days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law.

Section 6.04 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements.

(b) Redeveloper shall indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or

Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the County Register of Deeds. The form of the Memorandum is attached as Exhibit "F" and incorporated by this reference.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (i) the CDA and/or the City; and (ii) Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by the Redeveloper for three (3) years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 7.06 Notice to Redeveloper.

For the purpose of any notice requirement set forth in this Redevelopment Agreement, Redeveloper's address shall be:

McCook Economic Development Corporation
402 Norris Ave., Suite 301
McCook, NE 69001
charlie@mccookne.org

Exhibits:

- Exhibit "A": Description of Project
- Exhibit "B": TIF Indebtedness
- Exhibit "C": TIF Sources and Uses
- Exhibit "D": Form of Certification of Eligible Project Costs
- Exhibit "E": Form of Assignment and Assumption of Redevelopment Agreement
- Exhibit "F": Form of Memorandum of Redevelopment Agreement
- Exhibit "G": Form of TIF Promissory Note

[Signature Page Follows]

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

“CDA”

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

“REDEVELOPER”

MCCOOK ECONOMIC DEVELOPMENT
CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT "A"
DESCRIPTION OF PROJECT

The Project undertaken by the Redeveloper on the Project Site, legally described as:

Lots 1-9, Block 1, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska; and

Lots 1-8, Block 2, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska

shall consist of the following Public Improvements and Private Improvements, which shall be undertaken and completed by Redeveloper:

- (a) **Private Improvements.** The construction of seventeen (17) residential dwelling units and associated improvements on the Project Site.
- (b) **Public Improvements.** Land acquisition, site preparation, street and sidewalk improvements, water and sanitary sewer improvements, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

The Project shall be completed in multiple phases as described in the Redevelopment Agreement. Each phase may have a separate effective date.

EXHIBIT "B"
TIF INDEBTEDNESS

1. **Projected Base Value:**
\$170,000 (17 lots at \$10,000/lot)
2. **Projected Final Value (Minimum Project Valuation):**
\$5,440,000 (17 lots at \$320,000/lot)
3. **Difference in Valuation:**
\$5,270,000 (\$310,000/lot)
4. **Assumed Tax Levy:**
1.929606
5. **Anticipated Tax Increment:**
\$102,000 annually (\$6,000/lot)
6. **TIF Indebtedness:**
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$955,500, which is the maximum amount, together with interest accruing thereon, which can be amortized by the end of the fifteen (15) year tax increment period for the last phase of the Project, solely from the Tax Increment based upon the Anticipated Tax Increment.
 - b. **Interest Rate.** The interest rate for the TIF Indebtedness shall be determined prior to the issuance of the TIF Note. A five percent (5.0%) interest rate has been used for the TIF calculations, but the five percent (5.0%) interest rate may be adjusted based upon Redeveloper's reasonable evidence of lender requirements that will necessitate a reasonable change to the interest rate.
 - c. **Payments.** Payments shall be made semi-annually commencing when the real estate taxes are fully collected for the tax year of the Effective Date for the first phase of the Project. The final payment shall occur when the real estate taxes are fully collected for the fifteenth (15th) year of the TIF period for the final phase of the Project. In no case whatsoever shall the annual debt service payment on the TIF Indebtedness exceed the amount of Tax Increment received by the CDA in said year of the payment. The CDA shall only be obligated to make payments up to the actual amount of Tax Increment received by the CDA in said year of the payment. Due to the phasing of this project, the parties acknowledge that the amount of Tax Increment is dependent upon the timing of the phases of the Project.
 - d. **Anticipated Maturity Date.** Each phase of the Project shall divide the taxes on the applicable phase of the Project Site for fifteen (15) years, and the Maturity Date for the Project shall be December 15th of the fifteenth (15th) year real estate taxes are collected for the final phase.

- e. **TIF Period.** The period for TIF on this Project will be fifteen (15) years per phase.

Note: All calculations are based on assumptions and estimates of future values that may be different than the values that are actually calculated or may vary from year to year.

EXHIBIT "C"
TIF SOURCES AND USES

TIF SOURCES

Assumptions:

Tax Levy (2021):	1.929606
Interest Rate:	5.0%
Base Val/Unit	\$10,000
Final Val/Unit	\$320,000

Preliminary Construction Schedule:

Year	2024	2025	2026	2027	2028	2029	Total
Homes	5	2	3	2	3	2	17

TIF Calculations:

Sub-Phase	1	2	3	4	5	6
TIF Period	15	15	15	15	15	15
Base Value	\$50,000	\$20,000	\$30,000	\$20,000	\$30,000	\$20,000
Base Taxes	\$965	\$386	\$579	\$386	\$579	\$386
Final Value	\$1,600,000	\$640,000	\$960,000	\$640,000	\$960,000	\$640,000
Total Taxes	\$30,874	\$12,349	\$18,524	\$12,349	\$18,524	\$12,349
Tax Increment	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964
Phase Years	1 to 15	2 to 16	3 to 17	4 to 18	5 to 19	6 to 20

Year	Sub-Phase 1	Sub-Phase 2	Sub-Phase 3	Sub-Phase 4	Sub-Phase 5	Sub-Phase 6	TOTAL
1	\$29,909	\$0	\$0	\$0	\$0	\$0	\$29,909
2	\$29,909	\$11,964	\$0	\$0	\$0	\$0	\$41,872
3	\$29,909	\$11,964	\$17,945	\$0	\$0	\$0	\$59,818
4	\$29,909	\$11,964	\$17,945	\$11,964	\$0	\$0	\$71,781
5	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$0	\$89,727
6	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
7	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
8	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
9	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
10	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
11	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
12	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
13	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
14	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
15	\$29,909	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$101,690
16	\$0	\$11,964	\$17,945	\$11,964	\$17,945	\$11,964	\$71,781
17	\$0	\$0	\$17,945	\$11,964	\$17,945	\$11,964	\$59,818
18	\$0	\$0	\$0	\$11,964	\$17,945	\$11,964	\$41,872
19	\$0	\$0	\$0	\$0	\$17,945	\$11,964	\$29,909
20	\$0	\$0	\$0	\$0	\$0	\$11,964	\$11,964
TOTAL	\$448,633	\$179,453	\$269,180	\$179,453	\$269,180	\$179,453	\$1,525,354

Present Value	\$955,465
per lot	\$56,204

TIF USES

CDA Administrative Fee	\$6,000
Cost of Issuance	\$15,000
Site Acquisition	\$230,000
Phase II (itemized below)	\$677,640
W. 7th Street (itemized below)	<u>\$340,268</u>
	<u><u>\$1,268,908</u></u>

Phase II

West 9th Street and West 5 Street
1190 ft long X 36' wide

Item	Estimate Quantity	Unit Price	Total
1 Subgrade Prep	5200 Sq. Yds.	\$ 7.00	\$ 36,400.00
2 Paving - 6" Concrete	4760 Sq. Yds.	\$ 56.00	\$ 266,560.00
3 Sidewalk	1320 Sq. Yds.	\$ 40.00	\$ 52,800.00
4 Sanitary Sewer	770 Lin. Ft.	\$ 72.00	\$ 55,440.00
5 Manholes	3 Ea.	\$ 7,500.00	\$ 22,500.00
6 Sanitary Taps	14 Ea.	\$ 700.00	\$ 9,800.00
7 6" Water Main	1200 Lin. Ft.	\$ 63.00	\$ 75,600.00
8 6" Gate Valve	4 Ea.	\$ 2,400.00	\$ 9,600.00
9 Fire Hydrant	3 Ea.	\$ 5,000.00	\$ 15,000.00
10 Water Main Taps	14 Ea.	\$ 1,500.00	\$ 21,000.00
	Sub Total		\$ 564,700.00
	Contingency		\$ 56,470.00
	Engineering		\$ 56,470.00
	Grand Total		<u>\$ 677,640.00</u>

W. 7th Street

West 7th Street from CL of R Street to 100' north of T Street - 733 X 36'

Item	Estimate Quantity	Unit Price	Total
1 Subgrade Prep	3095 Sq. Yds.	\$ 7.00	\$ 21,665.00
2 Paving - 6" Concrete	2932 Sq. Yds.	\$ 56.00	\$ 164,192.00
3 Sidewalk	815 Sq. Yds.	\$ 40.00	\$ 32,600.00
4 Sanitary Sewer	0 Lin. Ft.	\$ 72.00	\$ -
5 Manholes	0 Ea.	\$ 7,500.00	\$ -
6 Sanitary Taps	4 Ea.	\$ 700.00	\$ 2,800.00
7 6" Water Main	700 Lin. Ft.	\$ 63.00	\$ 44,100.00
8 6" Gate Valve	3 Ea.	\$ 2,400.00	\$ 7,200.00
9 Fire Hydrant	1 Ea.	\$ 5,000.00	\$ 5,000.00
10 Water Main Taps	5 Ea.	\$ 1,200.00	\$ 6,000.00
	Sub Total		\$ 283,557.00
	Contingency		\$ 28,355.70
	Engineering		\$ 28,355.70
	Grand Total		<u>\$ 340,268.40</u>

Note: The Projected TIF sources and uses set forth above are preliminary estimates and subject to change. The actual TIF sources shall be determined by the annual assessed value of the Project Site and the annual tax levy applicable to the Project Site. The TIF uses shall be actual costs verified as set forth in the Redevelopment Agreement.

EXHIBIT "D"
FORM OF CERTIFICATION OF ELIGIBLE PROJECT COSTS
(North Pointe Redevelopment Project—Phase II)

Date: _____

McCook Economic Development Corporation ("Redeveloper") hereby certifies that it has incurred and paid the Eligible Costs indicated herein, pursuant to the terms of the Redevelopment Agreement between Redeveloper and the Community Development Agency of the City of McCook, Nebraska. The portion of the Project as indicated herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

CDA Administrative Fee	\$6,000
Cost of Issuance	\$ _____
Land Acquisition	\$ _____
Site Preparation	\$ _____
Streets	\$ _____
Sidewalks	\$ _____
Water	\$ _____
Sanitary Sewer	\$ _____
Engineering Fees	\$ _____
Total:	\$ _____ *

***Principal Amount of TIF Indebtedness shall not exceed \$955,500.**

McCook Economic Development
Corporation

By: _____
Name: _____
Title: _____

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CDA:

Chairman

EXHIBIT "E"
FORM OF ASSIGNMENT AND ASSUMPTION
OF REDEVELOPMENT AGREEMENT

(On the following page)

After Recording Return To:
City of McCook
505 W. "C" Street
McCook, NE 69001

**ASSIGNMENT AND ASSUMPTION
OF REDEVELOPMENT AGREEMENT
(North Pointe Redevelopment Project—Phase II)**

This Assignment and Assumption of Redevelopment Agreement ("Agreement") is entered into on this ___ day of _____, 20___, by and between the McCook Economic Development Corporation, a Nebraska nonprofit corporation ("Original Redeveloper"), and _____ ("Successor Redeveloper").

RECITALS

A. The Community Development Agency of the City of McCook, Nebraska ("CDA") and Redeveloper entered into a Redevelopment Agreement dated _____, 2023 (the "Redevelopment Agreement") for a redevelopment project on the property that is identified in the Redevelopment Agreement and legally described as:

Lots 1–9, Block 1, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska; and

Lots 1–8, Block 2, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska (the "Project Site").

B. Original Redeveloper desires to sell a lot of record located within the Project Site (the "Lot") to Successor Redeveloper, which Lot is legally described as:

Lot ___, Block ___, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska.

C. The terms of the Redevelopment Agreement run with the land.

D. In connection with the sale of the Lot, Original Redeveloper desires to assign the Redevelopment Agreement to Successor Redeveloper and Successor Redeveloper agrees to assume all of the obligations of "Redeveloper", all with respect to said Lot.

NOW THEREFORE, in consideration of these mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Assignment. Effective as of the date of this Agreement, Original Redeveloper assigns all of its right, title and interest in and to the Redevelopment Agreement to Successor Redeveloper with respect to the Lot, except as set forth in Section 3 hereof.

2. Assumption. Effective as of the date of this Agreement, Successor Redeveloper assumes and agrees to perform all the obligations of "Redeveloper" under the Redevelopment Agreement with respect to the Lot and to assume and to perform and to be bound by all of the obligations of "Successor Redeveloper" to the CDA with respect to the Lot as provided in the Redevelopment Agreement.

3. TIF Indebtedness. The Original Redeveloper's right, title and interest in and to the TIF Indebtedness shall not be assigned by this Agreement. Successor Redeveloper shall have no claim to the Tax Increment generated by any phase of the Project.

4. Non-Exempt. Successor Redeveloper hereby represents and warrants that it is not exempt from paying real estate taxes and will not apply for an exemption from real estate taxes during the term of the Redevelopment Agreement.

5. Obligations. Without limiting the general assumption of all the obligations of "Redeveloper" under the Redevelopment Agreement with respect to the Lot, Successor Redeveloper acknowledges and agrees as follows:

(a) Pay Real Estate Taxes. Successor Redeveloper shall pay all real estate taxes on the Lot.

(b) Minimum Lot Valuation. Successor Redeveloper shall not protest a taxable real property valuation of the Lot to a sum less than or equal to \$320,000.00.

(c) Payment in Lieu of Taxes. In the event of a shortfall, Successor Redeveloper shall, on an annual basis, make a payment in lieu of taxes in the amount that \$6,000.00 exceeds the actual Tax Increment for the Lot.

[Signature Pages Follow]

“ORIGINAL REDEVELOPER”

MCCOOK ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF RED WILLOW)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, _____ of McCook Economic Development Corporation, a Nebraska nonprofit corporation, on behalf of the corporation.

Notary Public

“SUCCESSOR REDEVELOPER”

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ and _____, each on their own behalf.

EXHIBIT "F"
FORM OF MEMORANDUM
OF REDEVELOPMENT AGREEMENT

(On the following page)

After Recording Return To:
City of McCook
505 W. "C" Street
McCook, NE 69001

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(North Pointe Redevelopment Project—Phase II)**

This Memorandum of Redevelopment Agreement ("Memorandum") is made this ____ day of _____, 2023, by and between the Community Development Agency of the City of McCook, Nebraska ("CDA") and McCook Economic Development Corporation, a Nebraska nonprofit corporation ("Redeveloper").

1. **Redevelopment Agreement.** The CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the Public Improvements and the Private Improvements being made to real property owned by Redeveloper and legally described as:

Lots 1-9, Block 1, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska; and

Lots 1-8, Block 2, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska (the "Project Site").

2. **Tax Increment Financing.** The Project shall be completed in phases. The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the Private Improvements to be made by Redeveloper on the Project Site for a period not to exceed fifteen (15) years after the Effective Date of each phase of the Project. The Tax Increment captured by the CDA shall be used to make the Public Improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in McCook, Nebraska.

[Signature Page Follows]

“CDA”

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF RED WILLOW)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____ and _____, Chairman and Secretary respectively of the Community Development Agency of the City of McCook, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

“REDEVELOPER”

McCook Economic Development
Corporation

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF RED WILLOW)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, _____ of McCook Economic Development Corporation, a Nebraska nonprofit corporation, on behalf of the corporation.

Notary Public

EXHIBIT "G"
FORM OF TIF PROMISSORY NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA

REDEVELOPMENT REVENUE NOTE
(NORTH POINTE REDEVELOPMENT PROJECT—PHASE II)
SERIES 2023A

Maturity Date	Interest Rate	Original Issuance Date
See attached Schedule 1	5.0%	

Registered Holder	Principal Amount
McCook Economic Development Corporation	\$955,500.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Effective Date for the first phase of the Project or from the most recent date to which interest has not been paid. Principal and interest shall be payable in semi-annual installments due June 15th and December 15th for each year that the Project generates tax increment until the Maturity Date or, if earlier, until such Principal Amount has been paid in full. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated the Community Development Agency of the City of McCook, Nebraska Redevelopment Revenue Note (North Pointe Redevelopment

Project—Phase II), Series 2023A, in the Principal Amount identified herein (the “Note”), which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended and supplemented (the “Act”) and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and the Registered Holder hereof (the “Redevelopment Agreement”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project as identified in the Redevelopment Agreement. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment or the Issuer does not receive sufficient Tax Increment to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment from the Project as full payment of this Note.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA, OR THE CITY OF MCCOOK, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA, OR THE CITY OF MCCOOK, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible “redevelopment project” as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of McCook, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by the Registered Holder's duly authorized attorney, upon written documentation of transfer satisfactory to the Issuer and the Registrar duly executed by the Registered Holder and the assignee/transferee, together with a purchase letter in a form provided by Issuer and any other documentation required by the Issuer. Prior to the approval of any transfer of this Note, the Registered Holder shall pay all of the Issuer's costs, including attorney's fees, relating to the transfer of the Note. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[Signature Page Follows]

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: Form – Do Not Sign

Secretary

By: Form – Do Not Sign

Chairman

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of McCook
as Paying Agent and Registrar

By: _____
Authorized Signatory

SCHEDULE 1
MATURITY DATE

The Maturity Date of this Note shall be December 15 of the year sixteen (16) years following the Effective Date of the final phase of the Project. This Schedule shall be amended following the Effective Date of the final phase of the Project to specifically identify the Maturity Date.

CITY MANAGER'S REPORT
APRIL 17, 2023 MCCOOK CITY COUNCIL MEETING

ITEM NO. 6.B. Approve Ordinance No. 2023-3066 on second reading, providing for the annexation of a tract of land located in the SW 1/4 of Section 28, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, said property owned by Perry and Vicky Case.

BACKGROUND:

The City of McCook has received a written petition from Perry and Vicky Case requesting a voluntary annexation of property they own east of the McCook Business Park and north of Ravenswood Road, said tract located in the SW 1/4 of Section 28, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska. The full legal description is included in the this packet and incorporated into this report by reference. Also included with this report is a map, which will serve to provide visual context to the request.

The current McCook Business Park has rapidly developed over the course of the past 8 years. There is a need to expand McCook's industrial and commercial property options. This request runs hand-in-hand with McCook's future industrial and commercial development efforts.

Since the Perry and Vicky Case own the property at issue and are requesting a voluntary annexation, the majority of the State of Nebraska's requirements needed to annex a parcel of property is unnecessary, per Neb. Rev. Stat. 16-117(7). That said, the Council must hold a public hearing regarding the matter and must approve an ordinance authorizing the annexation.

The McCook City Council voted unanimously to approve the voluntary annexation request ordinance on its first reading. Staff has received no inquiries on this agenda item since the first reading of Ordinance No. 2023-3066.

APPROVALS:



Nathan A. Schneider, City Manager

April 12, 2023



Lea Ann Doak, City Clerk

April 12, 2023

ORDINANCE NO. 2023-3066

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 SW 1/4 of Section 28, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, more particularly described as follows:

Referring to the SW corner of the said SW 1/4 of said Section 28, thence S86°25'18"E (assumed and all bearing relative to) along the South section line a distance of 1304.16 feet to a point on the South line of Section 28, Thence N01°53'45"E along the East line of lots 9 and 10 of the McCook Business Park Subdivision a distance of 475.14 feet to a Point, said Point being the Point of Beginning. Thence N01°53'45"E a distance of ±1074.39 feet to a point, said Point being on the South Right of Way line of BNSF Railroad, thence S88°58'16"E along said South ROW line a distance of ±1445.93 feet to a point, thence S02°54'30"W a distance of 1580.29 feet to a point, thence N86°25'18"W a distance of 462.60 feet to a point, thence N02°54'30"E a distance of 353.99 feet to a point, thence N87°05'30"W a distance of 409.74 feet to a point, thence N02°54'30"E a distance of 99.24 feet to a point, thence N87°05'30"W a distance of 553.85 feet to the Point of Beginning.

Said tract containing 41.97 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 _____, 2023.

Linda Taylor, Ex-Officio Mayor
and President of the Council

ATTEST:

Lea Ann Doak, City Clerk

Publish:

**CITY MANAGER'S REPORT
MAY 1, 2023 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 6.C Update regarding the swimming pool and ballpark projects.

BACKGROUND:

Staff would like to keep this item as a place keeper on the McCook City Council agendas while we work through the construction process for both the swimming pool and the ballpark.

APPROVALS:



Nathan A. Schneider, City Manager

April 26, 2023



Lea Ann Doak, City Clerk

April 26, 2023

CITY MANAGER'S REPORT
May 1, 2023 CITY COUNCIL MEETING

ITEM **6.D.** : Hear a brief presentation from City Attorney regarding the Land Bank Progress.

BACKGROUND

Land Bank Progress

April 27, 2023


Nathaniel J. Mustion, City Attorney

**CITY MANAGER'S REPORT
MAY 1, 2023 MCCOOK CITY COUNCIL MEETING**

6G.
ITEM NO. 6G. Adopt Resolution No. 2023 - 6G amending the current Collective Bargaining Agreement between the City of McCook and the Fraternal Order of Police, Lodge 57 for the period of October 1, 2022 to September 30, 2024, and authorize the Mayor to sign said amended Collective Bargaining Agreement.

BACKGROUND:

On October 1, 2022, a Collective Bargaining Agreement was entered by the City of McCook and the Fraternal Order of Police, Lodge 57. The term of the Agreement is two years. Due to staffing shortages within the department, both parties to the Agreement desire to amend the Agreement to assure adequate law enforcement personnel are available for service. Terms of a proposed Amended Agreement have been discussed by the parties. An Amended Agreement is presented for Council consideration. The amendments are as follows:

- Article 9, Section 4. It is proposed that this provision be modified to grant the City of McCook, by and through its Chief of Police, the authority to start newly hired certified Nebraska Police Officers at any Step on the Step Schedule. This provision would survive only through the remainder of the current contract term. Currently, the Collective Bargaining Agreement allows the Chief of Police to start newly hired certified Nebraska Police Officers at Step 1, Step 2, or Step 3.

- Article 14, Section 7. During times of minimum or emergency staffing as determined by the Chief of Police, it may be necessary to deny written vacation requests from the Collective Bargaining Unit members. In situations where members have reached their maximum accrual level, they would lose hours due to the fact that they cannot exceed their vacation bank maximum level. As such, the Amended Collective Bargaining Agreement provides that Collective Bargaining Unit members that have banked the maximum amount of vacation hours shall be eligible for a payout up to a maximum of 24 hours at the member's regular rate of pay. Upon reduction of the individual vacation bank, the member will accrue hours at their regular rate which depends upon tenure.

APPROVALS:



Lea Ann Doak, City Clerk

April 27, 2023



Nate Schneider, City Manager

April 27, 2023

RESOLUTION NO. 2023-06

WHEREAS, the City of McCook, Nebraska recognizes the Fraternal Order of Police Lodge 57 as the exclusive collective bargaining agent for all full-time police officers, detectives, and dispatchers below the rank of sergeant and chief dispatcher, excluding the Police Chief, sergeants, chief dispatcher and all other employees.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of McCook, Nebraska:

SECTION 1. That the Mayor and Council hereby ratifies the execution of the First Addendum to the Collective Bargaining Agreement with the Fraternal Order of Police Lodge 57 for the period of October 1, 2022 - September 30, 2024, amending Article 9 - WAGES, Section 4 - Merit Increases/Step Schedule and adding Section 7 - Vacation Payout to Article 14 - VACATION.

SECTION 2. That said addendum referred to hereinabove is inserted in full and attached herewith, and made a part hereof.

PASSED AND APPROVED this 1st day of May, 2023.

Linda Taylor, Ex-Officio Mayor
and President of the Council

ATTEST:

Lea Ann Doak, City Clerk