

# **MCCOOK CITY COUNCIL**

## **REGULAR MEETING**

**Monday, September 18, 2023  
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Jeff Donelan, McCook Evangelical Free Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
  - A. Public Hearing - Regarding a Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Elevate Wellness Redevelopment Project.
    1. Adjourn the Public Hearing.
  - B. Meeting of the Community Development Agency.
    1. Call to Order and Roll Call.
    2. Open Meetings Act Announcement.
    3. Adopt Resolution No. CDA 2023-07 recommending approval of a Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Elevate Wellness Redevelopment Plan.
    4. Recess as a Community Development Agency.
  - C. Adopt Resolution No. 2023-16 approving a Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Elevate Wellness Redevelopment Project.
    1. Recess as a City Council.
  - D. Adopt Resolution No. CDA 2023-08 authorizing and approving a Redevelopment Agreement including the use of Tax Increment Financing for the Elevate Wellness Redevelopment Project.
    1. Adjourn the McCook Community Development Agency.
  - E. Approve Resolution No. 2023-17 approving the Redevelopment Agreement between the City of McCook/CDA and Elevate Wellness.
  - F. Public Hearing - consider the 2024 McCook Plan of Street Improvements.
    1. Adjourn the Public Hearing.

- G. Adopt Resolution No. 2023-18 approving the 2024 McCook Plan of Street Improvements.
- 3. 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 September 5, 2023 Budget Hearing, the September 5, 2023 regular City Council meeting, and the September 12, 2023 special City Council meeting.
  - B. Approve Resolution 2023-15 authorizing the Mayor to sign the 2023 Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standards.
  - C. Accept the minutes of the September 11, 2023 Planning Commission meeting.
  - D. Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Benefit Concert to be held at the Red Willow County Fairgrounds Kiplinger Arena, 1412 West 5th Street, on October 7, 2023 from 8:00 A.M. to 12:00 A.M.
  - E. Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for Farrell's Sip 'n Shop event to be held at Farrell's Hallmark Shop, 116 West "B" Street, on November 10, 2023 from 1:00 P.M. to 9:00 P.M.
  - F. Receive and file the claims for the month of August 2023, published September 19, 2023.
  - G. Receive and file the Financial Report for the period ending August 31, 2023.
  - H. Approve a Memorandum of Understanding, temporarily modifying the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook professional Firefighters Association, Local 2100 for the period of October 1, 2020 to September 30, 2025, authorizing a maximum cost of living increase of 4.5% for Fiscal Year 2023-2024, and authorize the Mayor to sign said agreement.
- 4. Regular Agenda.
  - A. Ordinance No. 2023-3070 providing for the adoption of the budget for FY 2023/2024.
    - 1. Chairperson asks Clerk to read Ordinance by title.
    - 2. Consider approval of Ordinance No. 2023-3070 upon its third and final reading.
    - 3. Chairperson declaration after vote and passage.
  - B. Ordinance No. 2023-3071 providing for the adoption of the FY 2023/2024 Fiscal Year Employee Classification Pay Plan.
    - 1. Chairperson asks Clerk to read Ordinance by title.
    - 2. Consider approval of Ordinance No. 2023-3071 upon its third and final reading.
    - 3. Chairperson declaration after vote and passage.
  - C. Ordinance No. 2023-3072 providing for the amendment of Appendix F, Solid Waste Collection Fees of the City of McCook Code of Ordinances.
    - 1. Chairperson asks Clerk to read Ordinance by title.

2. Consider approval of Ordinance No. 2023-3072 upon its third and final reading.

3. Chairperson declaration after vote and passage.

D. Council Comments.

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 for Sports Complex..

1. Nebraska Open Meetings Act statement, if the motion to close passes.

2. Close Executive Session.

Adjournment.

**CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 MCCOOK CITY COUNCIL MEETING**

**2.A**  
ITEM NO.      Public Hearing - Regarding a Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Elevate Wellness Redevelopment Project.

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**BACKGROUND:**

Emily and Jeremy Young, owners of Elevate Wellness, have filed an application for the City of McCook to consider a Redevelopment Plan pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. 18-2101 through 18-2155. As a potential project that falls under the Nebraska Community Development Law, the State of Nebraska requires a public hearing to be held to discuss the Redevelopment Plan associated with the proposed project. The proposed project contemplates new private and public construction within McCook's Redevelopment Area #3, located on West J Street north of Heritage Hills Golf Course. The Redevelopment Plan addresses how the project will comply with the City of McCook's Comprehensive Plan and the State of Nebraska's Community Development Law. The Redevelopment Plan includes a Cost Benefit Analysis that outlines the anticipated property tax impacts associated with the project. Approval of the Redevelopment Plan is a prerequisite to Tax Increment Finance (TIF) assistance.

A public hearing was held regarding the Redevelopment Plan at the Planning Commission level. The Planning Commission unanimously recommended approval of the Plan.

**APPROVALS:**

*Nate Schneider (pd)*

September 12, 2023

Nathan A. Schneider, City Manager

*Lea Ann Doak*

September 12, 2023

Lea Ann Doak, City Clerk

**EXHIBIT #1**

**PAGE(S) - 1**

## NOTICE OF PUBLIC HEARING

Public notice is hereby given by the Mayor and City Council of the City of McCook, Nebraska, that a public hearing will be held at 5:30 p.m. on Monday, September 18, 2023, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska.

The purpose of the hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, which plan shall include a redevelopment project that will utilize tax increment financing.

The property which is the subject of this Notice and of the public hearing is legally described as follows:

Lot 1 of Heritage Pointe Addition No. 2 to the City of McCook, Red Willow County Nebraska, according to the recorded Plat thereof as Instrument No. 2022-01677 of the records of Red Willow County, Nebraska

All interested parties shall be afforded at such public hearing a reasonable opportunity to express their views regarding the proposed redevelopment plan. A map of the redevelopment area and a copy of the redevelopment plan and cost-benefit analysis for the project shall be maintained at the office of the City Clerk.

-s- Lea Ann Doak, City Clerk

Publish: August 31, 2023 and September 7, 2023

**EXHIBIT #2**

**PAGE(S) - 1**

COPY OF NOTICE MAILED TO:

McCook Community College  
President  
1205 East 3rd  
McCook, NE 69001

Chairman of the Board  
Educational Service Unit No 15  
344 Main  
PO Box 398  
Trenton, NE 69044

Chairman of the Board  
Middle Republican NRD  
208 Center Ave  
PO Box 81  
Curtis, NE 69025

Chairman of the Board  
Red Willow County Commissioners  
502 Norris Avenue  
McCook, NE 69001

Board President  
McCook School District  
600 West 7th  
McCook, NE 69001

**EXHIBIT #3**

**PAGE(S) - 1**



P.O. BOX 1059 505 West C Street McCOOK, NE 69001 PHONE (308) 345-2022 FAX (308) 345-1461

CERTIFIED MAIL

Date: September 7, 2023

To: McCook Community College  
President  
1205 East 3rd  
McCook, NE 69001

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Lea Ann Doak, City Clerk

**EXHIBIT #4**

**PAGE(S) - 5**



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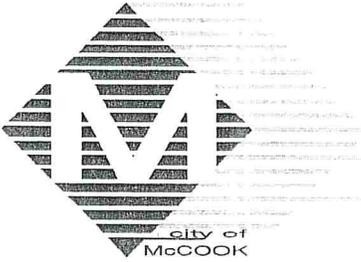
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**AMENDMENT TO THE REDEVELOPMENT PLAN  
OF THE CITY OF MCCOOK, NEBRASKA  
(ELEVATE WELLNESS REDEVELOPMENT PROJECT)**

The City of McCook, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for the City of McCook, as amended (the “Redevelopment Plan”). The Redevelopment Plan was approved by the McCook City Council in January 2013. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at NEB. REV. STAT. §§ 18-2101 through 18-2155 (the “Act”), McCook created the Community Development Agency of the City of McCook (“CDA”), which has administered the Redevelopment Plan for the City. The Redevelopment Plan describes Redevelopment Area #3 (the “Redevelopment Area”), which includes the Project Site, as defined below. The purpose of this Plan Amendment is to identify a specific region in the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions. The project site for this project is legally described on the attached Exhibit “A”, which is incorporated herein by this reference (the “Project Site”).

**The Project Site**

The Project Site is generally located in the Southeast Quarter (SE 1/4) of Section 24, Township 3, Range 30, West of the 6th P.M., in McCook, Red Willow County, Nebraska, as depicted below:



The Project Site is located in the Redevelopment Area that was declared blighted and substandard by the City in 2013 pursuant to a Blight and Substandard Study prepared by Hanna:Keelan Associates, P.C. The Project Site consists of approximately 1.07 acres of vacant property within the corporate limits of the City. The Project Site has been identified in the Future Land Use Map of the Comprehensive Plan (defined below) as a target area for commercial development. The Project Site is located within the Business Commercial (BC) Zoning District. Personal and professional offices or services, and business offices and services are permitted uses in the BC District.

The Project Site is in need of redevelopment. The CDA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of conditions of blight.

### **The Redevelopment Project**

Emily Young and Jeremy Young (“Redeveloper”) currently own the Project Site. Pending approval of this Plan Amendment, Redeveloper intends to construct a health and wellness facility that will expand the current services and outreach that Redeveloper’s business, Elevate Wellness and Physical Therapy, is able to provide at its current location. More specifically, construction will include a larger waiting area for increased patient and client demand, several private treatment rooms for individual practitioners, an open concept gym with exercise equipment for patient/client use as well as public membership, an enclosed large area for group yoga/pilates exercise, and a shared workspace and conference room for all providers located on the Project Site.

Redeveloper shall construct and install all the public and private improvements for the Project. The Project Site does not have sufficient public infrastructure to support any development at this point. Redeveloper intends to construct the required utility infrastructure to support the Project, including but not limited to: sidewalks, water, sewer, and electrical improvements, among other things. However, Redeveloper does not have sufficient funds to pay for the necessary public infrastructure improvements. Redeveloper desires to utilize the tax increment generated by the private improvements constructed on the Project Site to repay the costs of installing the public improvements and associated expenses.

Construction on the public improvements is anticipated to commence in fall of 2023 and be completed in summer of 2024, depending on contractor scheduling and Redeveloper's ability to obtain initial financing. Once the improvements and renovations have been completed, Redeveloper intends to operate a portion of the building for her business, Elevate Wellness and Physical Therapy. Redeveloper also intends to lease additional space to third-party health and wellness providers. The Project will allow services to be brought to Southwest Nebraska that are not currently available outside of a 1-2 hour drive.

The Project Site does not have sufficient infrastructure or amenities to support the health and wellness facilities at this point. Redeveloper is willing to construct the required infrastructure and complete the required renovations to support the Project, but the Redeveloper does not have sufficient funds to pay for the necessary infrastructure improvements or renovations. Redeveloper desires to utilize the tax increment generated by the private improvements constructed on the Project Site to repay the cost of completing the improvements as well as the associated expenses.

The preliminary estimated total cost of the Project is \$1,443,000. The total cost includes an estimated \$261,500 of TIF-eligible public costs needed to develop the Project Site and support the private improvements. The breakdown of preliminary estimated TIF-eligible costs is set forth below:

Site Acquisition	\$	74,000.00
Site Preparation/Grading	\$	5,000.00
Site Development	\$	4,500.00
Public Spaces	\$	6,000.00
Public Parking	\$	127,000.00
Energy Efficiency	\$	15,000.00
Arch., Eng., & Legal Fees	\$	30,000.00
<u>Total Eligible Costs</u>	\$	<u>261,500.00</u>

The TIF-eligible costs are estimates, and the actual costs shall be certified upon completion of the work, as further detailed in the Redevelopment Agreement. The Redeveloper is willing to construct the public and private improvements subject to receiving the TIF generated by the Project up to the total cost of the public improvements.

Without TIF, construction of the improvements and renovations on the Project Site would be cost prohibitive and the Redeveloper could not complete the Project, enabling business expansion and additional health and wellness services to be provided to the City.

### **Tax Increment Financing**

As part of the Project, the CDA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible

expenditures under the Act in the Redevelopment Area. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of TIF Indebtedness pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

The Project will support approximately \$239,000 in TIF Indebtedness based upon the projected base value of \$37,237, an anticipated completed valuation of \$1,367,506, and a 6.0% interest rate for the TIF Note. The TIF-eligible uses identified by the Redeveloper, together with the 3% CDA administration fee and costs of issuance, which are additional TIF-eligible uses that Redeveloper shall be required to pay, exceed the anticipated TIF amount of \$239,351. The projected TIF Uses and Sources are set forth in more detail on the attached and incorporated Exhibit “B”. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction.

The first year that the tax increment is anticipated to be captured will be either 2024 or 2025, depending on the construction schedule and any partial valuation in 2024 during construction. The real property ad valorem taxes on the base valuation will continue to be paid to the appropriate taxing jurisdictions. The increase will come from development of the Project Site for operation as a health and wellness facility as previously described. The costs of the eligible improvements are estimates, and more detail shall be set forth in the Redevelopment Agreement for the Project.

### **Statutory Elements**

A. Property Acquisition, Demolition and Disposal

No public acquisition or disposal of private property or relocation of families or businesses is necessary to accomplish the Project. Redeveloper owns the Project Site.

B. Population Density

The proposed development of the Project Site is the construction of a commercial health and wellness facility and associated street and parking improvements. As such, the Project will not materially increase the population density in the Redevelopment Area.

C. Land Coverage

The Project will comply with all land coverage requirements in the City of McCook.

D. Traffic Flow, Street Layouts, and Street Grades

The Project is anticipated to increase traffic to and from the Project Site. Nonetheless, the existing public streets are sufficient to support the Project. The Project Site is located near Highway 83, which is classified as a major arterial. Redeveloper will address any traffic and street concerns created by the Project.

E. Parking

Redeveloper will construct parking stalls that will be available to the health and wellness facility as well as the general public, as set forth in the Redevelopment Agreement. The constructed parking lot will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located within the corporate boundaries of the City of McCook in the Business Commercial (BC) Zoning District. Personal and Professional offices or services, and business offices and services are permitted uses. No additional zoning, building code, or ordinance changes should be necessary for the Project, but Redeveloper shall be responsible for any further zoning changes that are necessary.

### **Comprehensive Plan**

The McCook, Nebraska Comprehensive Plan 2013-2023 was prepared by Hanna:Keelan Associates, P.C. and adopted as the comprehensive plan for the City (the "Comprehensive Plan"). The Project conforms to the Comprehensive Plan. Of

particular note are the community goals and action steps identified in Section 2 of the Comprehensive Plan, including:

- Create up to 200 new jobs in McCook by 2023. This should be achieved by expanding existing and adding commercial businesses and industrial companies.
- Focus efforts of diversified businesses and employment opportunities to expand existing and attract new companies. Expand the availability of retail commerce development sites and available storefronts for rent or purchase to attract non-local businesses. Maintain and improve both public and private services, businesses and industries in McCook, in an effort to increase and diversify employment opportunities.

The following statements provided in Section 6 of the Comprehensive Plan, relating to community and economic development profile and plans, also provide support for the Project:

- Support successful home-based businesses that have outgrown the “home,” and/or incubator mall, and are in need of permanent commercial or industrial locations.
- McCook needs to continue to pursue the service, commercial and industrial businesses needed to serve both the Community and Red Willow County. The local health, educational and recreational facilities should play a major role in attracting new business.
- The retention and expansion of existing businesses should have equal priority to that of new developments.
- McCook must also create job opportunities by helping existing businesses in the City to expand their markets and compete more successfully.

The Comprehensive Plan supports the use of TIF:

- Expand efforts to utilize Federal, State and Local Governmental Incentives for promoting economic development in McCook and recruit and retain job/business opportunities.
- Utilize Tax Increment Financing (TIF) in designated “Redevelopment Areas” as a method of funding structural rehabilitation activities for commercial buildings. These activities could include façade renovation, utility and street improvements and mixed use developments. McCook has three designated Redevelopment Areas where TIF can be utilized, including the Downtown and surrounding residential neighborhoods, Highway 6/34 and Highway 83 Corridors and the Industrial Park and residential neighborhood in southeast McCook.

- McCook will need to consider the use of Tax Increment Financing for Community development activities involving the improvement of public utilities, facilities, public utilities, streets, sidewalks and trails.

### **Cost-Benefit Analysis**

Pursuant to section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "C" and incorporated by this reference.

### **Additional Project Information from the Redeveloper**

The CDA has determined that: (i) without the use of TIF, this Project would not be feasible and could not be developed on the Project Site; and (ii) no families will be displaced or relocated from the Project Site based upon this Project. Redeveloper has represented that Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the Imagine Act for the Project.



**EXHIBIT "B"**  
**Projected TIF Sources and Uses**

**TIF SOURCES:** TIF authorized up to the amount of \$239,000, based upon the anticipated cost of the eligible TIF uses described below.

**Assumptions:**

Tax Levy: 1.854491  
 Project Site Base Value \$37,237  
 Interest Rate 6.0%

**TIF Calculation:**

	Value	Taxes
Base Year	\$37,237	\$691
Completed	\$1,367,506	\$25,360
Increment	\$1,330,269	\$24,670

Annual TIF \$24,670  
 Total TIF (15 yrs) \$366,345  
**Present Value \$239,000**

**TIF USES:** The cost of the TIF Uses shown below are based upon preliminary bids.

Site Acquisition	\$ 74,000.00
Site Preparation/Grading	\$ 5,000.00
Site Development	\$ 4,500.00
Public Spaces	\$ 6,000.00
Public Parking	\$ 127,000.00
Energy Efficiency	\$ 15,000.00
Arch., Eng., & Legal Fees	\$ 30,000.00
<b>Total Eligible Costs</b>	<b>\$ 261,500.00</b>

**EXHIBIT "C"**  
**Cost-Benefit Analysis**  
**(Pursuant to Neb. Rev. Stat. § 18-2113)**

The cost-benefit analysis for the Project, as described in the Amendment to the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing funds authorized by NEB. REV. STAT. §18-2147. The costs and benefits of the Project are identified as follows:

**1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the tax shift is as follows:

a.	Estimated Base Project Area Valuation:	\$37,237
b.	Max. Projected Completed Project Assessed Valuation:	\$1,367,506
c.	Projected Tax Increment Base (b. minus a.):	\$1,330,269
d.	Estimated Tax Levy:	1.854491
e.	Annual Projected Tax Shift:	\$24,670

*NOTE: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is an assumed levy rate that will vary from year to year. The completed values will depend on the county assessor's yearly assessment of the Project Site. There has been no accounting for incremental growth or change in the tax levy over the 15-year TIF period.*

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:**

a. Public infrastructure improvements and impacts:

No substantial adverse effects are anticipated on the public infrastructure and community public service needs. The Redeveloper anticipates expenditures of approximately \$1,443,000 for the Project, and approximately \$261,770 in eligible public improvements. The public improvements include the construction of parking lot that will be utilized both for private and public purposes, as set forth in the Redevelopment

Agreement. The Project improvements will have a material beneficial impact on the City, and the Project will not have a material adverse effect on any community public services.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The redevelopment of the Project Site will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the redevelopment of the Project Site, the Project should generate immediate tax growth for the City. The Project will include an amount of personal property that will be on the property tax rolls. Elevate Wellness and the other health and wellness facilities will also require and pay for City services. It is not anticipated that the redevelopment of the Project Site will have any material adverse impact on such City services, and the City will generate revenue providing support for those services. The City has determined that the redevelopment of the Property and the City service requirements generated by said redevelopment are a desired, positive result and will not overburden or negatively impact the City.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:**

The Project is not anticipated to have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Area. In general, the overall redevelopment of the Property will have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the area of the Property or the Redevelopment Area. The Project will fulfill a need for physical therapy and related health and wellness services in the community, which will help to attract new employees and maintain current employees within the City. Further, the addition of public parking spaces on the Project Site will promote increased traffic in the area, supporting other employers in the area.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:**

The Project is not anticipated to impose a burden or have a negative impact on other local area employers. In addition to the general benefits of the Project enhancements already mentioned, the eligible improvements for this Project shall enhance the aesthetics and decrease the blighted and substandard conditions of the Redevelopment Area, all of which will benefit all employers in the area.

**5. Impacts on the student populations of school districts within the City:**

It is not anticipated that the Project will have a material adverse impact on the student populations of the school district within the City. The Project will result in the creation of a health and wellness facility in the City, which is intended to increase employment. The Project will provide employment for approximately 10-12 healthcare and wellness professions. The increase in employment because of the project is not anticipated to substantially affect the school population. The Project is intended to create desired growth in the community and provide additional health and wellness facilities to address the existing health services gap.

**6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

The project is not economically feasible as designed without tax increment financing. Redeveloper does not have the capacity to pay for the public improvements without the use of TIF. The construction of the public infrastructure, public parking, and energy enhancements would not occur in the Redevelopment Area without TIF. This project will provide services to Southwest Nebraska that are not currently available. The Project will promote the local economy by keeping services local, as well as encouraging individuals located outside of the area to travel to McCook to receive health and wellness services.

There are no other material impacts determined by the CDA that are immediately relevant to the consideration of the cost of benefits arising from the Project.

**7. Summary of Findings:**

The Project will increase the City's tax base, without material adverse effects on either public or private entities. The Project will increase property tax revenue in the long-term. The Project will facilitate the development of a blighted and substandard area and the use of TIF will help reduce public cost and City obligations for the cost of public infrastructure improvements. The benefits outweigh the costs of the proposed Project.

**CITY MANAGER'S REPORT  
SEPTEMBER 11, 2023 PLANNING COMMISSION MEETING**

ITEM NO. 2.A Public Hearing - Regarding the Amendment to the Redevelopment Plan for the Elevate Wellness Redevelopment Project as to its conformity with the general plan for the development of the City as a whole.

ITEM NO. 2.B Approve Resolution No. PC2023 -~~06~~ making a recommendation to the Community Development Agency and the City Council of the City of McCook, Nebraska, with respect to the Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Elevate Wellness Redevelopment Project.

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**BACKGROUND:**

A Redevelopment Plan Amendment has been requested by Emily and Jeremy Young, who own property located in the Southeast Quarter (SE1/4) of Section 24, Township 3, Range 30, West of the 6<sup>th</sup> P.M., in McCook, Red Willow County, Nebraska. The parcel of property owned by the Youngs was recently subdivided by the McCook City Council. The parcel is situated within Redevelopment Area #3, which was established in 2013. The Youngs have requested that their property be identified as a specific region in the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions.

Per Nebraska State law, redevelopment is encouraged in areas determined to be blighted and substandard. The Redeveloper's intend to improve the area by constructing a health and wellness facility that will expand the current services and outreach that the Redeveloper's business is able to provide at its current location. As part of the project, public infrastructure will have to be constructed. In order to help pay for some of the public improvements, the Redeveloper desires to utilize the tax increment generated by the private improvements constructed on the site. In order to do so, the attached Amendment to the Redevelopment Plan must be approved by the Community Development Agency and the City Council.

To this end, estimates show that the total cost of the project will be \$1,443,000. The total cost includes an estimated \$261,500 of TIF eligible public costs. The breakdown of eligible costs can be found on page 3 of the Plan. Based upon an anticipated completed valuation of \$1,367,506 and a 6.0% interest rate for the TIF Note, approximately \$239,000 in TIF indebtedness can be supported through the payment of future property tax.

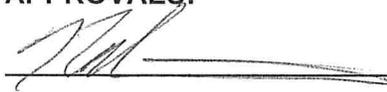
The Plan recites how it complies with the State's statutory requirements (pg. 5). The Plan recites how it correlates to McCook's Comprehensive Plan (pg. 5 and 6). A Cost-Benefit Analysis is included with the Plan (Exhibit "D").

The Redevelopers assert, that without the use of TIF, the project would not be feasible and could not be developed on the project site. Additionally, the Redevelopers assert that no families will be displaced or relocated from the project site based upon the project.

**EXHIBIT #6**

**PAGE(S) - 2**

**APPROVALS:**



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Nathan A. Schneider, City Manager

September 6, 2023



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Lea Ann Doak, City Clerk

September 6, 2023

**PLANNING COMMISSION  
CITY OF MCCOOK, NEBRASKA**

**RESOLUTION NO. PC 2023-06**

(Redevelopment Plan Amendment–Elevate Wellness Redevelopment Project)

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MCCOOK, NEBRASKA, MAKING A RECOMMENDATION TO THE COMMUNITY DEVELOPMENT AGENCY AND THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, WITH RESPECT TO THE REDEVELOPMENT PLAN AMENDMENT FOR THE CITY OF MCCOOK, NEBRASKA, INCLUDING THE ELEVATE WELLNESS REDEVELOPMENT PROJECT.**

**RECITALS**

A. The Community Development Agency of the City of McCook, Nebraska (“CDA”) has submitted the question of whether an amendment to the Redevelopment Plan for the City of McCook, should be approved for the redevelopment of certain real property within the Redevelopment Area #3 identified in said plan (the “Project Site”). A copy of the proposed Redevelopment Plan Amendment is on file and available for public inspection with the McCook City Clerk (the “Redevelopment Plan Amendment”).

B. Notice of public hearing regarding the question of whether the Redevelopment Plan Amendment should be recommended to the City Council and ultimately be adopted and approved by the City was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.

C. On September 11, 2023, the Planning Commission held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be recommended to the City Council and ultimately be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

D. The Planning Commission has reviewed the Redevelopment Plan Amendment and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of McCook, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 to 18-2155 (the “Act”), as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
2. The Redevelopment Plan Amendment will, in accordance with the present and future needs of the City of McCook, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.

**EXHIBIT #7**

**PAGE(S) - 2**

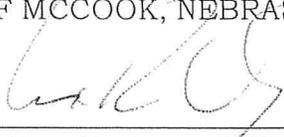
3. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of McCook as a whole, as set forth in the City of McCook Comprehensive Plan, as amended.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Planning Commission does hereby recommend: (i) recommendation of the Redevelopment Plan Amendment by the CDA to the City Council; and (ii) approval of the Redevelopment Plan Amendment by the City Council as the governing body for the City of McCook.

Passed and approved by the Planning Commission on this 11th day of September, 2023.

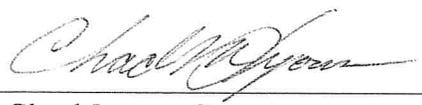
PLANNING COMMISSION OF THE  
CITY OF MCCOOK, NEBRASKA

By: \_\_\_\_\_

  
Kurt Vosburg, Chairman

ATTEST:

By: \_\_\_\_\_

  
Chad Lyons, Secretary

McCook Planning Commission  
September 11, 2023  
5:15 P.M. Central

A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:15 o'clock P.M. in the City Council Chambers.

Present: Chair Vosburg; Vice Chair Hilker; Commissioners Davidson, Dueland, Friehe, Lyons, McDowell, Mockry.

Absent: Commissioners Bradley, Stevens.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 7, 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 Planning Commission. 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.

Chair Vosburg announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review.

1. Approve the minutes of the August 14, 2023 regular Planning Commission meeting.

Motion to approve the minutes of the August 14, 2023 regular Planning Commission meeting. This motion, made by Vosburg and seconded by Friehe, passed.

Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: ABSENT, Vosburg: YEA  
YEA: 8, NAY: 0, ABSENT: 2

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding the Amendment to the Redevelopment Plan for the Elevate Wellness Redevelopment Project as to its conformity with the general plan for the development of the City as a whole.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding the Amendment to the Redevelopment Plan for the Elevate Wellness Redevelopment Project as to its conformity with the general plan for the development of the City as a whole, with the City Attorney to act as hearing officer. This motion, made by Vosburg and seconded by McDowell, passed.

**EXHIBIT #8**

**PAGE(S) - 3**

Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: ABSENT, Vosburg: YEA  
YEA: 8, NAY: 0, ABSENT: 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the September 11, 2023 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages); Exhibit #5 - Amendment to the Redevelopment Plan of the City of McCook, Nebraska - Elevate Wellness Redevelopment Project (12 pages); and Exhibit #6 - proposed Resolution No. PC 2023-06 (2 pages).

City Attorney Mustion accepted Exhibits #1 - #6 into evidence, took comment from staff before taking comment from the public.

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

Commissioner Dueland asked where the city was at on the total allowable percentage of blighted designation. The current percentage is just over 30%.

Emily Young, applicant, was present to address questions from the Commission. She stated that with the addition of five new staff members, they have outgrown their current location, with no room for the expansion.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Mockry, passed.

Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: ABSENT, Vosburg: YEA  
YEA: 8, NAY: 0, ABSENT: 2

2.B. Approve Resolution No. PC 2023-06 making a recommendation to the Community Development Agency and the City Council of the City of McCook, Nebraska, with respect to the Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Elevate Wellness Redevelopment Project.

Motion to approve Resolution No. PC 2023-06 making a recommendation to the Community Development Agency and the City Council of the City of McCook, Nebraska, with respect to the Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Elevate Wellness Redevelopment Project. This motion, made by Vosburg and seconded by McDowell, passed.

Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: ABSENT, Vosburg: YEA  
YEA: 8, NAY: 0, ABSENT: 2

City Manager Schneider informed the Commission that a meeting is tentatively planned for October.

**Adjournment.**

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:39 P.M.

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Lea Ann Doak, City Clerk-Treasurer  
Recording Secretary

**CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING**

**2.B.**

ITEM NO. \_\_\_ Approve Resolution No. CDA 2023 - 07 recommending approval of a Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Elevate Wellness Redevelopment Plan.

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**BACKGROUND:**

Following the Public Hearing regarding the Redevelopment Plan Amendment for the Elevate Wellness Project, the McCook CDA needs to approve the Amended Redevelopment Plan and recommend that the City Council approve the Plan.

A copy of the City Manager's Report for the September 11, 2023 Planning Commission meeting is attached to this item to provide the relevant background information.

**APPROVALS:**

*Nathan A. Schneider (Ld)*

September 12, 2023

Nathan A. Schneider, City Manager

*Lea Ann Doak*

September 12, 2023

Lea Ann Doak, City Clerk

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

**RESOLUTION NO. CDA 2023-07**

(Redevelopment Plan Amendment –Elevate Wellness Redevelopment Project)

**A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE CITY OF MCCOOK, NEBRASKA, TO THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA AND ADOPTING A COST BENEFIT ANALYSIS FOR THE REDEVELOPMENT PROJECT IN THE REDEVELOPMENT PLAN.**

**RECITALS**

- A. The Community Development Agency of the City of McCook, Nebraska (“CDA”) in furtherance of the purposes and pursuant to the provisions of the Community Development Law, Neb. Rev. Stat. §§ 18-2101 to 18-2155, as amended, (the “Act”), has prepared an amendment to the Redevelopment Plan for Redevelopment Area #3 in the form attached as Exhibit “A” (“Redevelopment Plan Amendment”).
- B. The Redevelopment Plan Amendment would create a redevelopment project in Redevelopment Area #3 on property described in the Redevelopment Plan Amendment and identified as the Elevate Wellness Redevelopment Project (the “Project”).
- C. The Project would use Tax Increment Financing pursuant to Section 18-2147 of the Act to assist in paying for the costs of certain eligible public improvements authorized by the Act and more particularly set forth in the Redevelopment Plan Amendment.
- D. The CDA is required under Section 18-2113(2) of the Act to conduct a cost benefit analysis for a redevelopment project which will use Tax Increment Financing.
- E. The CDA has conducted a cost benefit analysis for the Project, and said cost benefit analysis is attached to the Redevelopment Plan Amendment as Exhibit “C” (the “Project Cost Benefit Analysis”).
- F. The CDA has determined that the Project would not occur in the Redevelopment Area and could not be financed or constructed but for the use of Tax Increment Financing.
- G. Statements of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area and the estimated proceeds or revenue from its disposal to redevelopers, the proposed method of financing the redevelopment project, and a feasible method proposed for the relocation of families to be displaced from the redevelopment project area, if applicable, are set forth in the Redevelopment Plan and the Project Cost Benefit Analysis.

NOW THEREFORE, BE IT RESOLVED, by the CDA, as follows:

**EXHIBIT "A"**  
**Redevelopment Plan Amendment**

[Attached]

Exhibit "A"

**AMENDMENT TO THE REDEVELOPMENT PLAN  
OF THE CITY OF MCCOOK, NEBRASKA  
(ELEVATE WELLNESS REDEVELOPMENT PROJECT)**

The City of McCook, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for the City of McCook, as amended (the “Redevelopment Plan”). The Redevelopment Plan was approved by the McCook City Council in January 2013. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at NEB. REV. STAT. §§ 18-2101 through 18-2155 (the “Act”), McCook created the Community Development Agency of the City of McCook (“CDA”), which has administered the Redevelopment Plan for the City. The Redevelopment Plan describes Redevelopment Area #3 (the “Redevelopment Area”), which includes the Project Site, as defined below. The purpose of this Plan Amendment is to identify a specific region in the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions. The project site for this project is legally described on the attached Exhibit “A”, which is incorporated herein by this reference (the “Project Site”).

**The Project Site**

The Project Site is generally located in the Southeast Quarter (SE 1/4) of Section 24, Township 3, Range 30, West of the 6th P.M., in McCook, Red Willow County, Nebraska, as depicted below:



The Project Site is located in the Redevelopment Area that was declared blighted and substandard by the City in 2013 pursuant to a Blight and Substandard Study prepared by Hanna:Keelan Associates, P.C. The Project Site consists of approximately 1.07 acres of vacant property within the corporate limits of the City. The Project Site has been identified in the Future Land Use Map of the Comprehensive Plan (defined below) as a target area for commercial development. The Project Site is located within the Business Commercial (BC) Zoning District. Personal and professional offices or services, and business offices and services are permitted uses in the BC District.

The Project Site is in need of redevelopment. The CDA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of conditions of blight.

### **The Redevelopment Project**

Emily Young and Jeremy Young (“Redeveloper”) currently own the Project Site. Pending approval of this Plan Amendment, Redeveloper intends to construct a health and wellness facility that will expand the current services and outreach that Redeveloper’s business, Elevate Wellness and Physical Therapy, is able to provide at its current location. More specifically, construction will include a larger waiting area for increased patient and client demand, several private treatment rooms for individual practitioners, an open concept gym with exercise equipment for patient/client use as well as public membership, an enclosed large area for group yoga/pilates exercise, and a shared workspace and conference room for all providers located on the Project Site.

Redeveloper shall construct and install all the public and private improvements for the Project. The Project Site does not have sufficient public infrastructure to support any development at this point. Redeveloper intends to construct the required utility infrastructure to support the Project, including but not limited to: sidewalks, water, sewer, and electrical improvements, among other things. However, Redeveloper does not have sufficient funds to pay for the necessary public infrastructure improvements. Redeveloper desires to utilize the tax increment generated by the private improvements constructed on the Project Site to repay the costs of installing the public improvements and associated expenses.

Construction on the public improvements is anticipated to commence in fall of 2023 and be completed in summer of 2024, depending on contractor scheduling and Redeveloper’s ability to obtain initial financing. Once the improvements and renovations have been completed, Redeveloper intends to operate a portion of the building for her business, Elevate Wellness and Physical Therapy. Redeveloper also intends to lease additional space to third-party health and wellness providers. The Project will allow services to be brought to Southwest Nebraska that are not currently available outside of a 1-2 hour drive.

The Project Site does not have sufficient infrastructure or amenities to support the health and wellness facilities at this point. Redeveloper is willing to construct the required infrastructure and complete the required renovations to support the Project, but the Redeveloper does not have sufficient funds to pay for the necessary infrastructure improvements or renovations. Redeveloper desires to utilize the tax increment generated by the private improvements constructed on the Project Site to repay the cost of completing the improvements as well as the associated expenses.

The preliminary estimated total cost of the Project is \$1,443,000. The total cost includes an estimated \$261,500 of TIF-eligible public costs needed to develop the Project Site and support the private improvements. The breakdown of preliminary estimated TIF-eligible costs is set forth below:

Site Acquisition	\$ 74,000.00
Site Preparation/Grading	\$ 5,000.00
Site Development	\$ 4,500.00
Public Spaces	\$ 6,000.00
Public Parking	\$ 127,000.00
Energy Efficiency	\$ 15,000.00
Arch., Eng., & Legal Fees	\$ 30,000.00
<u>Total Eligible Costs</u>	<u>\$ 261,500.00</u>

The TIF-eligible costs are estimates, and the actual costs shall be certified upon completion of the work, as further detailed in the Redevelopment Agreement. The Redeveloper is willing to construct the public and private improvements subject to receiving the TIF generated by the Project up to the total cost of the public improvements.

Without TIF, construction of the improvements and renovations on the Project Site would be cost prohibitive and the Redeveloper could not complete the Project, enabling business expansion and additional health and wellness services to be provided to the City.

**Tax Increment Financing**

As part of the Project, the CDA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible

expenditures under the Act in the Redevelopment Area. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of TIF Indebtedness pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

The Project will support approximately \$239,000 in TIF Indebtedness based upon the projected base value of \$37,237, an anticipated completed valuation of \$1,367,506, and a 6.0% interest rate for the TIF Note. The TIF-eligible uses identified by the Redeveloper, together with the 3% CDA administration fee and costs of issuance, which are additional TIF-eligible uses that Redeveloper shall be required to pay, exceed the anticipated TIF amount of \$239,351. The projected TIF Uses and Sources are set forth in more detail on the attached and incorporated Exhibit “B”. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction.

The first year that the tax increment is anticipated to be captured will be either 2024 or 2025, depending on the construction schedule and any partial valuation in 2024 during construction. The real property ad valorem taxes on the base valuation will continue to be paid to the appropriate taxing jurisdictions. The increase will come from development of the Project Site for operation as a health and wellness facility as previously described. The costs of the eligible improvements are estimates, and more detail shall be set forth in the Redevelopment Agreement for the Project.

### **Statutory Elements**

A. Property Acquisition, Demolition and Disposal

No public acquisition or disposal of private property or relocation of families or businesses is necessary to accomplish the Project. Redeveloper owns the Project Site.

B. Population Density

The proposed development of the Project Site is the construction of a commercial health and wellness facility and associated street and parking improvements. As such, the Project will not materially increase the population density in the Redevelopment Area.

C. Land Coverage

The Project will comply with all land coverage requirements in the City of McCook.

D. Traffic Flow, Street Layouts, and Street Grades

The Project is anticipated to increase traffic to and from the Project Site. Nonetheless, the existing public streets are sufficient to support the Project. The Project Site is located near Highway 83, which is classified as a major arterial. Redeveloper will address any traffic and street concerns created by the Project.

E. Parking

Redeveloper will construct parking stalls that will be available to the health and wellness facility as well as the general public, as set forth in the Redevelopment Agreement. The constructed parking lot will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located within the corporate boundaries of the City of McCook in the Business Commercial (BC) Zoning District. Personal and Professional offices or services, and business offices and services are permitted uses. No additional zoning, building code, or ordinance changes should be necessary for the Project, but Redeveloper shall be responsible for any further zoning changes that are necessary.

### **Comprehensive Plan**

The McCook, Nebraska Comprehensive Plan 2013-2023 was prepared by Hanna:Keelan Associates, P.C. and adopted as the comprehensive plan for the City (the "Comprehensive Plan"). The Project conforms to the Comprehensive Plan. Of

particular note are the community goals and action steps identified in Section 2 of the Comprehensive Plan, including:

- Create up to 200 new jobs in McCook by 2023. This should be achieved by expanding existing and adding commercial businesses and industrial companies.
- Focus efforts of diversified businesses and employment opportunities to expand existing and attract new companies. Expand the availability of retail commerce development sites and available storefronts for rent or purchase to attract non-local businesses. Maintain and improve both public and private services, businesses and industries in McCook, in an effort to increase and diversify employment opportunities.

The following statements provided in Section 6 of the Comprehensive Plan, relating to community and economic development profile and plans, also provide support for the Project:

- Support successful home-based businesses that have outgrown the “home,” and/or incubator mall, and are in need of permanent commercial or industrial locations.
- McCook needs to continue to pursue the service, commercial and industrial businesses needed to serve both the Community and Red Willow County. The local health, educational and recreational facilities should play a major role in attracting new business.
- The retention and expansion of existing businesses should have equal priority to that of new developments.
- McCook must also create job opportunities by helping existing businesses in the City to expand their markets and compete more successfully.

The Comprehensive Plan supports the use of TIF:

- Expand efforts to utilize Federal, State and Local Governmental Incentives for promoting economic development in McCook and recruit and retain job/business opportunities.
- Utilize Tax Increment Financing (TIF) in designated “Redevelopment Areas” as a method of funding structural rehabilitation activities for commercial buildings. These activities could include façade renovation, utility and street improvements and mixed use developments. McCook has three designated Redevelopment Areas where TIF can be utilized, including the Downtown and surrounding residential neighborhoods, Highway 6/34 and Highway 83 Corridors and the Industrial Park and residential neighborhood in southeast McCook.
- McCook will need to consider the use of Tax Increment Financing for Community development activities involving the improvement of public utilities, facilities, public utilities, streets, sidewalks and trails.

### **Cost-Benefit Analysis**

Pursuant to section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "C" and incorporated by this reference.

### **Additional Project Information from the Redeveloper**

The CDA has determined that: (i) without the use of TIF, this Project would not be feasible and could not be developed on the Project Site; and (ii) no families will be displaced or relocated from the Project Site based upon this Project. Redeveloper has represented that Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the Imagine Act for the Project.

# EXHIBIT "A"

## Legal Description/Final Plat of the Project Site

The Project Site is legally described as follows:

Lot One (1) of Heritage Pointe Addition No. 2 to the City of McCook, Nebraska according to the recorded Plat thereof at Instrument No. 2022-1677 of the records of Red Willow County, Nebraska.

The Final Plat of the Project Site is depicted below:

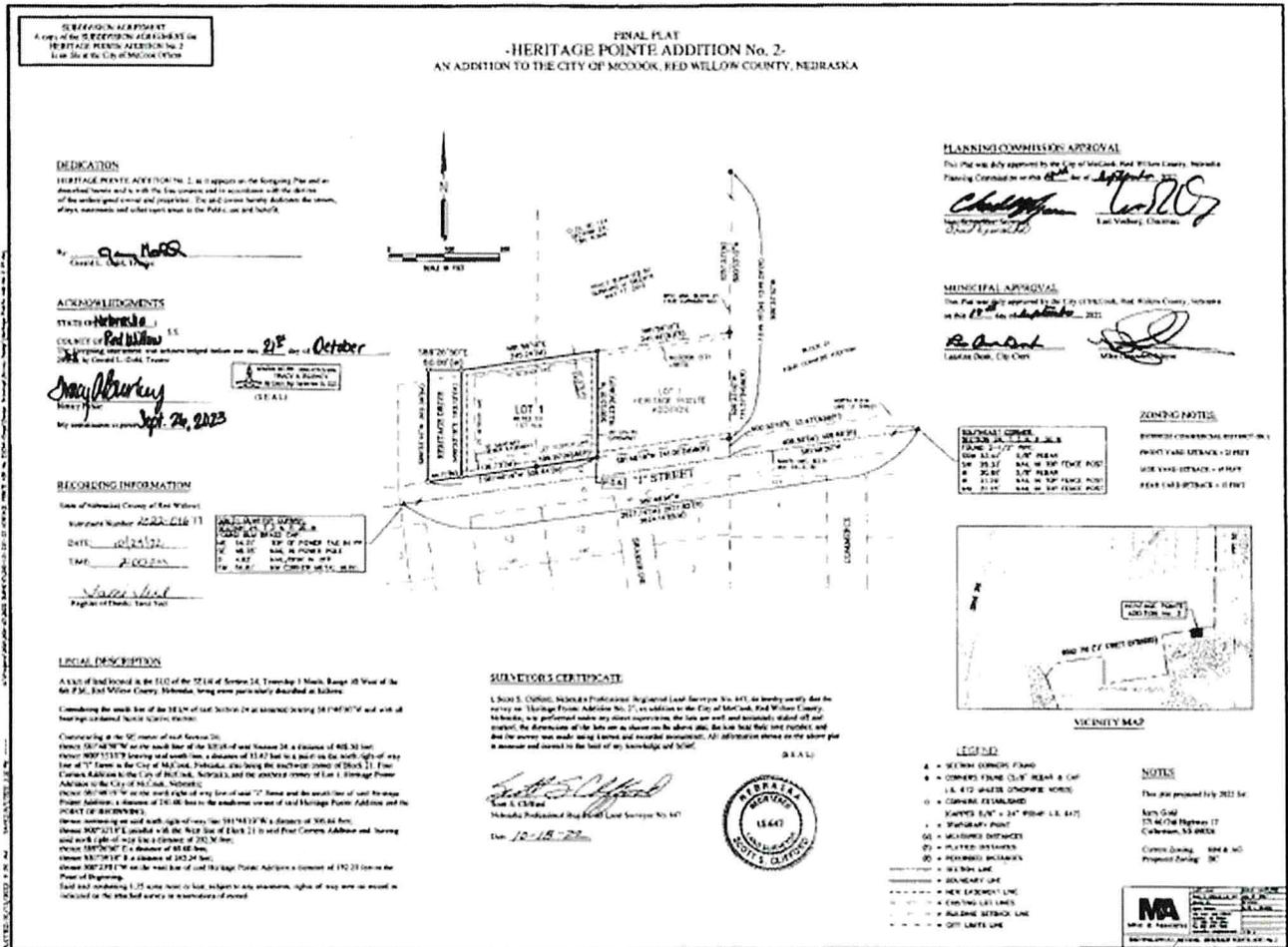


Exhibit "A"

**EXHIBIT "B"**  
**Projected TIF Sources and Uses**

**TIF SOURCES:** TIF authorized up to the amount of \$239,000, based upon the anticipated cost of the eligible TIF uses described below.

**Assumptions:**

Tax Levy:	1.854491
Project Site Base Value	\$37,237
Interest Rate	6.0%

**TIF Calculation:**

	Value	Taxes
Base Year	\$37,237	\$691
Completed	\$1,367,506	\$25,360
Increment	\$1,330,269	\$24,670

Annual TIF	\$24,670
Total TIF (15 yrs)	\$366,345
<b>Present Value</b>	<b>\$239,000</b>

**TIF USES:** The cost of the TIF Uses shown below are based upon preliminary bids.

Site Acquisition	\$ 74,000.00
Site Preparation/Grading	\$ 5,000.00
Site Development	\$ 4,500.00
Public Spaces	\$ 6,000.00
Public Parking	\$ 127,000.00
Energy Efficiency	\$ 15,000.00
Arch., Eng., & Legal Fees	\$ 30,000.00
<b>Total Eligible Costs</b>	<b>\$ 261,500.00</b>

**EXHIBIT “C”**  
**Cost-Benefit Analysis**  
**(Pursuant to Neb. Rev. Stat. § 18-2113)**

The cost-benefit analysis for the Project, as described in the Amendment to the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing funds authorized by NEB. REV. STAT. §18-2147. The costs and benefits of the Project are identified as follows:

**1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the tax shift is as follows:

a.	Estimated Base Project Area Valuation:	\$37,237
b.	Max. Projected Completed Project Assessed Valuation:	\$1,367,506
c.	Projected Tax Increment Base (b. minus a.):	\$1,330,269
d.	Estimated Tax Levy:	1.854491
e.	Annual Projected Tax Shift:	\$24,670

*NOTE: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is an assumed levy rate that will vary from year to year. The completed values will depend on the county assessor’s yearly assessment of the Project Site. There has been no accounting for incremental growth or change in the tax levy over the 15-year TIF period.*

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:**

a. Public infrastructure improvements and impacts:

No substantial adverse effects are anticipated on the public infrastructure and community public service needs. The Redeveloper anticipates expenditures of approximately \$1,443,000 for the Project, and approximately \$261,770 in eligible public improvements. The public improvements include the construction of parking lot that will be utilized both for private and public purposes, as set forth in the Redevelopment Agreement. The Project improvements will have a material beneficial impact on the City,

and the Project will not have a material adverse effect on any community public services.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The redevelopment of the Project Site will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the redevelopment of the Project Site, the Project should generate immediate tax growth for the City. The Project will include an amount of personal property that will be on the property tax rolls. Elevate Wellness and the other health and wellness facilities will also require and pay for City services. It is not anticipated that the redevelopment of the Project Site will have any material adverse impact on such City services, and the City will generate revenue providing support for those services. The City has determined that the redevelopment of the Property and the City service requirements generated by said redevelopment are a desired, positive result and will not overburden or negatively impact the City.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:**

The Project is not anticipated to have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Area. In general, the overall redevelopment of the Property will have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the area of the Property or the Redevelopment Area. The Project will fulfill a need for physical therapy and related health and wellness services in the community, which will help to attract new employees and maintain current employees within the City. Further, the addition of public parking spaces on the Project Site will promote increased traffic in the area, supporting other employers in the area.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:**

The Project is not anticipated to impose a burden or have a negative impact on other local area employers. In addition to the general benefits of the Project enhancements already mentioned, the eligible improvements for this Project shall enhance the aesthetics and decrease the blighted and substandard conditions of the Redevelopment Area, all of which will benefit all employers in the area.

**5. Impacts on the student populations of school districts within the City:**

It is not anticipated that the Project will have a material adverse impact on the student populations of the school district within the City. The Project will result in the creation of a health and wellness facility in the City, which is intended to increase employment. The Project will provide employment for approximately 10-12 healthcare and wellness professions. The increase in employment because of the project is not anticipated to substantially affect the school population. The Project is intended to create desired growth in the community and provide additional health and wellness facilities to address the existing health services gap.

**6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

The project is not economically feasible as designed without tax increment financing. Redeveloper does not have the capacity to pay for the public improvements without the use of TIF. The construction of the public infrastructure, public parking, and energy enhancements would not occur in the Redevelopment Area without TIF. This project will provide services to Southwest Nebraska that are not currently available. The Project will promote the local economy by keeping services local, as well as encouraging individuals located outside of the area to travel to McCook to receive health and wellness services.

There are no other material impacts determined by the CDA that are immediately relevant to the consideration of the cost of benefits arising from the Project.

**7. Summary of Findings:**

The Project will increase the City's tax base, without material adverse effects on either public or private entities. The Project will increase property tax revenue in the long-term. The Project will facilitate the development of a blighted and substandard area and the use of TIF will help reduce public cost and City obligations for the cost of public infrastructure improvements. The benefits outweigh the costs of the proposed Project.

**CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 MCCOOK CITY COUNCIL MEETING**

**2.C.**  
ITEM NO.      Approve Resolution No. 2023-16, approving a Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Elevate Wellness Redevelopment Project.

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**BACKGROUND:**

This item is required by the State of Nebraska for Tax Increment Financed (TIF) projects per the Nebraska Community Development Law. After the CDA approves a resolution authorizing a Redevelopment Plan and recommends approval of the Plan to the City Council, the City Council must approve a resolution approving the Redevelopment Plan.

The background for this agenda item is the same as the background provided in preceding City Manager Report.

**APPROVALS:**

Nate Schneider (GL)

September 12, 2023

Nathan A. Schneider, City Manager

Lea Ann Doak

September 12, 2023

Lea Ann Doak, City Clerk

**CITY OF MCCOOK, NEBRASKA**

**RESOLUTION NO. 2023-16**

(Redevelopment Plan Amendment –Elevate Wellness Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, APPROVING AN AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE CITY OF MCCOOK, NEBRASKA, INCLUDING THE ELEVATE WELLNESS REDEVELOPMENT PROJECT.**

**RECITALS**

A. The Community Development Agency of the City of McCook, Nebraska (“CDA”) has prepared a Redevelopment Plan Amendment for a portion of Redevelopment Area #3 (the “Redevelopment Plan Amendment”). The proposed Redevelopment Plan Amendment is on file and available for public inspection with the McCook City Clerk.

B. The Redevelopment Plan Amendment includes a redevelopment project identified as the Elevate Wellness Redevelopment Project (the “Project”) that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.

C. The CDA submitted the question of whether the Redevelopment Plan Amendment should be recommended to the City Council to the Planning Commission of the City of McCook.

D. The Planning Commission recommended the approval of the Redevelopment Plan Amendment.

E. Notice of public hearing regarding the adoption and approval of the Redevelopment Plan by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.

F. On September 18, 2023, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

G. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CDA and attached to the Redevelopment Plan Amendment, the recommendations of the Planning Commission, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of McCook, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155 (the “Act”), as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.

2. The Redevelopment Plan Amendment will, in accordance with the present and future needs of the City of McCook, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
3. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of McCook as a whole, as set forth in the City of McCook Comprehensive Plan, as amended.
4. The cost and benefits set forth in the Project cost benefit analysis are found to be in the long-term best interest of the City of McCook.
5. The Project would not be economically feasible without the use of Tax Increment Financing.
6. The Project would not occur on the Redevelopment Area without the use of Tax Increment Financing.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Redevelopment Plan Amendment is hereby approved and adopted by the City Council as the governing body for the City of McCook.

Dated this 18th day of September, 2023.

CITY OF MCCOOK, NEBRASKA

By: \_\_\_\_\_  
Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

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

**AMENDMENT TO THE REDEVELOPMENT PLAN  
OF THE CITY OF MCCOOK, NEBRASKA  
(ELEVATE WELLNESS REDEVELOPMENT PROJECT)**

The City of McCook, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for the City of McCook, as amended (the “Redevelopment Plan”). The Redevelopment Plan was approved by the McCook City Council in January 2013. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at NEB. REV. STAT. §§ 18-2101 through 18-2155 (the “Act”), McCook created the Community Development Agency of the City of McCook (“CDA”), which has administered the Redevelopment Plan for the City. The Redevelopment Plan describes Redevelopment Area #3 (the “Redevelopment Area”), which includes the Project Site, as defined below. The purpose of this Plan Amendment is to identify a specific region in the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions. The project site for this project is legally described on the attached Exhibit “A”, which is incorporated herein by this reference (the “Project Site”).

**The Project Site**

The Project Site is generally located in the Southeast Quarter (SE 1/4) of Section 24, Township 3, Range 30, West of the 6th P.M., in McCook, Red Willow County, Nebraska, as depicted below:



The Project Site is located in the Redevelopment Area that was declared blighted and substandard by the City in 2013 pursuant to a Blight and Substandard Study prepared by Hanna:Keelan Associates, P.C. The Project Site consists of approximately 1.07 acres of vacant property within the corporate limits of the City. The Project Site has been identified in the Future Land Use Map of the Comprehensive Plan (defined below) as a target area for commercial development. The Project Site is located within the Business Commercial (BC) Zoning District. Personal and professional offices or services, and business offices and services are permitted uses in the BC District.

The Project Site is in need of redevelopment. The CDA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of conditions of blight.

### **The Redevelopment Project**

Emily Young and Jeremy Young (“Redeveloper”) currently own the Project Site. Pending approval of this Plan Amendment, Redeveloper intends to construct a health and wellness facility that will expand the current services and outreach that Redeveloper’s business, Elevate Wellness and Physical Therapy, is able to provide at its current location. More specifically, construction will include a larger waiting area for increased patient and client demand, several private treatment rooms for individual practitioners, an open concept gym with exercise equipment for patient/client use as well as public membership, an enclosed large area for group yoga/pilates exercise, and a shared workspace and conference room for all providers located on the Project Site.

Redeveloper shall construct and install all the public and private improvements for the Project. The Project Site does not have sufficient public infrastructure to support any development at this point. Redeveloper intends to construct the required utility infrastructure to support the Project, including but not limited to: sidewalks, water, sewer, and electrical improvements, among other things. However, Redeveloper does not have sufficient funds to pay for the necessary public infrastructure improvements. Redeveloper desires to utilize the tax increment generated by the private improvements constructed on the Project Site to repay the costs of installing the public improvements and associated expenses.

Construction on the public improvements is anticipated to commence in fall of 2023 and be completed in summer of 2024, depending on contractor scheduling and Redeveloper’s ability to obtain initial financing. Once the improvements and renovations have been completed, Redeveloper intends to operate a portion of the building for her business, Elevate Wellness and Physical Therapy. Redeveloper also intends to lease additional space to third-party health and wellness providers. The Project will allow services to be brought to Southwest Nebraska that are not currently available outside of a 1-2 hour drive.

The Project Site does not have sufficient infrastructure or amenities to support the health and wellness facilities at this point. Redeveloper is willing to construct the required infrastructure and complete the required renovations to support the Project, but the Redeveloper does not have sufficient funds to pay for the necessary infrastructure improvements or renovations. Redeveloper desires to utilize the tax increment generated by the private improvements constructed on the Project Site to repay the cost of completing the improvements as well as the associated expenses.

The preliminary estimated total cost of the Project is \$1,443,000. The total cost includes an estimated \$261,500 of TIF-eligible public costs needed to develop the Project Site and support the private improvements. The breakdown of preliminary estimated TIF-eligible costs is set forth below:

Site Acquisition	\$ 74,000.00
Site Preparation/Grading	\$ 5,000.00
Site Development	\$ 4,500.00
Public Spaces	\$ 6,000.00
Public Parking	\$ 127,000.00
Energy Efficiency	\$ 15,000.00
Arch., Eng., & Legal Fees	\$ 30,000.00
<u>Total Eligible Costs</u>	<u>\$ 261,500.00</u>

The TIF-eligible costs are estimates, and the actual costs shall be certified upon completion of the work, as further detailed in the Redevelopment Agreement. The Redeveloper is willing to construct the public and private improvements subject to receiving the TIF generated by the Project up to the total cost of the public improvements.

Without TIF, construction of the improvements and renovations on the Project Site would be cost prohibitive and the Redeveloper could not complete the Project, enabling business expansion and additional health and wellness services to be provided to the City.

**Tax Increment Financing**

As part of the Project, the CDA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible

expenditures under the Act in the Redevelopment Area. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of TIF Indebtedness pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

The Project will support approximately \$239,000 in TIF Indebtedness based upon the projected base value of \$37,237, an anticipated completed valuation of \$1,367,506, and a 6.0% interest rate for the TIF Note. The TIF-eligible uses identified by the Redeveloper, together with the 3% CDA administration fee and costs of issuance, which are additional TIF-eligible uses that Redeveloper shall be required to pay, exceed the anticipated TIF amount of \$239,351. The projected TIF Uses and Sources are set forth in more detail on the attached and incorporated Exhibit “B”. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction.

The first year that the tax increment is anticipated to be captured will be either 2024 or 2025, depending on the construction schedule and any partial valuation in 2024 during construction. The real property ad valorem taxes on the base valuation will continue to be paid to the appropriate taxing jurisdictions. The increase will come from development of the Project Site for operation as a health and wellness facility as previously described. The costs of the eligible improvements are estimates, and more detail shall be set forth in the Redevelopment Agreement for the Project.

### **Statutory Elements**

A. Property Acquisition, Demolition and Disposal

No public acquisition or disposal of private property or relocation of families or businesses is necessary to accomplish the Project. Redeveloper owns the Project Site.

B. Population Density

The proposed development of the Project Site is the construction of a commercial health and wellness facility and associated street and parking improvements. As such, the Project will not materially increase the population density in the Redevelopment Area.

C. Land Coverage

The Project will comply with all land coverage requirements in the City of McCook.

D. Traffic Flow, Street Layouts, and Street Grades

The Project is anticipated to increase traffic to and from the Project Site. Nonetheless, the existing public streets are sufficient to support the Project. The Project Site is located near Highway 83, which is classified as a major arterial. Redeveloper will address any traffic and street concerns created by the Project.

E. Parking

Redeveloper will construct parking stalls that will be available to the health and wellness facility as well as the general public, as set forth in the Redevelopment Agreement. The constructed parking lot will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located within the corporate boundaries of the City of McCook in the Business Commercial (BC) Zoning District. Personal and Professional offices or services, and business offices and services are permitted uses. No additional zoning, building code, or ordinance changes should be necessary for the Project, but Redeveloper shall be responsible for any further zoning changes that are necessary.

### **Comprehensive Plan**

The McCook, Nebraska Comprehensive Plan 2013-2023 was prepared by Hanna:Keelan Associates, P.C. and adopted as the comprehensive plan for the City (the "Comprehensive Plan"). The Project conforms to the Comprehensive Plan. Of

particular note are the community goals and action steps identified in Section 2 of the Comprehensive Plan, including:

- Create up to 200 new jobs in McCook by 2023. This should be achieved by expanding existing and adding commercial businesses and industrial companies.
- Focus efforts of diversified businesses and employment opportunities to expand existing and attract new companies. Expand the availability of retail commerce development sites and available storefronts for rent or purchase to attract non-local businesses. Maintain and improve both public and private services, businesses and industries in McCook, in an effort to increase and diversify employment opportunities.

The following statements provided in Section 6 of the Comprehensive Plan, relating to community and economic development profile and plans, also provide support for the Project:

- Support successful home-based businesses that have outgrown the “home,” and/or incubator mall, and are in need of permanent commercial or industrial locations.
- McCook needs to continue to pursue the service, commercial and industrial businesses needed to serve both the Community and Red Willow County. The local health, educational and recreational facilities should play a major role in attracting new business.
- The retention and expansion of existing businesses should have equal priority to that of new developments.
- McCook must also create job opportunities by helping existing businesses in the City to expand their markets and compete more successfully.

The Comprehensive Plan supports the use of TIF:

- Expand efforts to utilize Federal, State and Local Governmental Incentives for promoting economic development in McCook and recruit and retain job/business opportunities.
- Utilize Tax Increment Financing (TIF) in designated “Redevelopment Areas” as a method of funding structural rehabilitation activities for commercial buildings. These activities could include façade renovation, utility and street improvements and mixed use developments. McCook has three designated Redevelopment Areas where TIF can be utilized, including the Downtown and surrounding residential neighborhoods, Highway 6/34 and Highway 83 Corridors and the Industrial Park and residential neighborhood in southeast McCook.
- McCook will need to consider the use of Tax Increment Financing for Community development activities involving the improvement of public utilities, facilities, public utilities, streets, sidewalks and trails.

### **Cost-Benefit Analysis**

Pursuant to section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "C" and incorporated by this reference.

### **Additional Project Information from the Redeveloper**

The CDA has determined that: (i) without the use of TIF, this Project would not be feasible and could not be developed on the Project Site; and (ii) no families will be displaced or relocated from the Project Site based upon this Project. Redeveloper has represented that Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the ImagiNE Act for the Project.

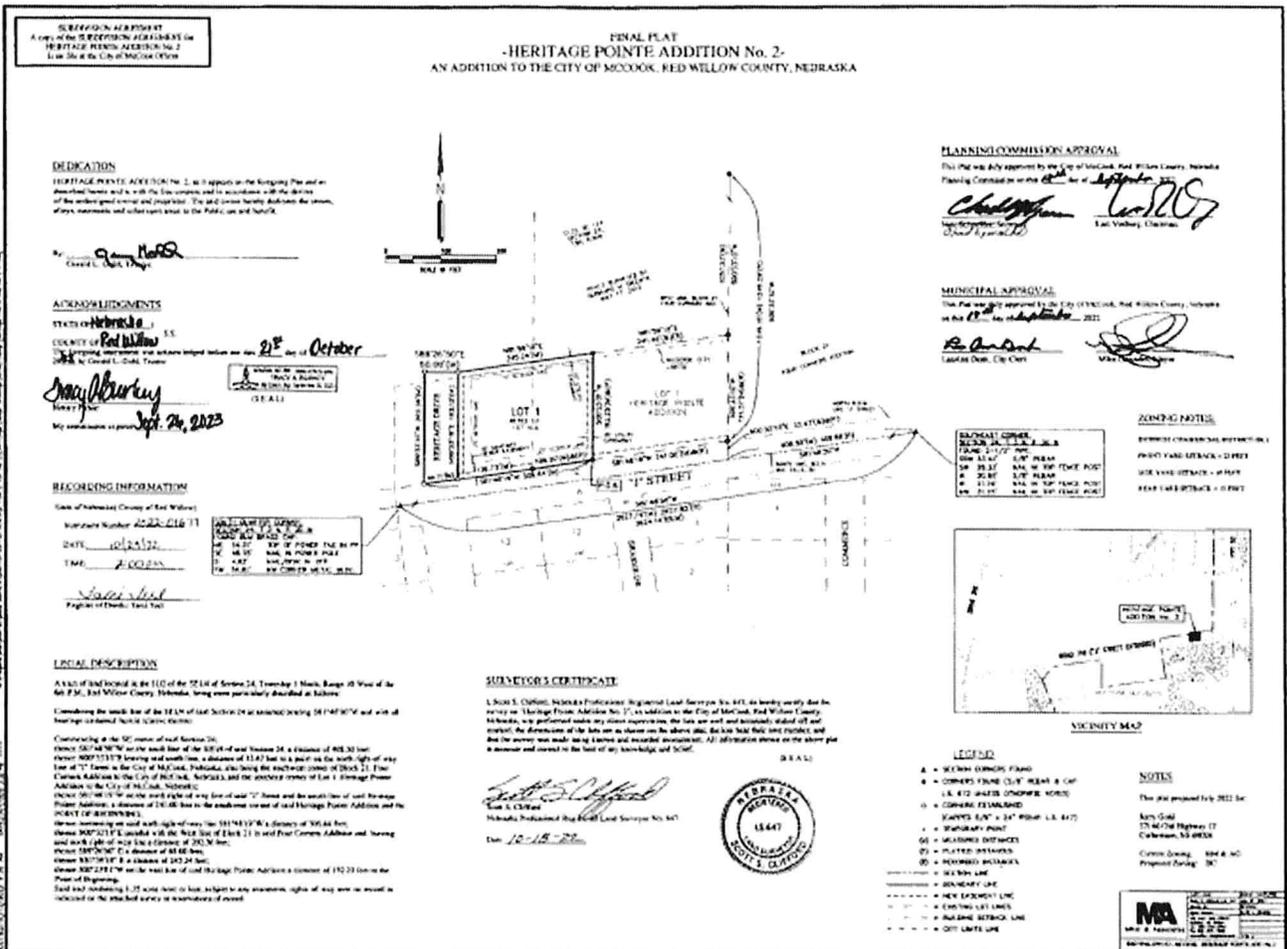
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The Final Plat of the Project Site is depicted below:



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Total TIF (15 yrs)	\$366,345
<b>Present Value</b>	<b>\$239,000</b>

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Arch., Eng., & Legal Fees	\$ 30,000.00
<b>Total Eligible Costs</b>	<b>\$ 261,500.00</b>

**EXHIBIT "C"**  
**Cost-Benefit Analysis**  
**(Pursuant to Neb. Rev. Stat. § 18-2113)**

The cost-benefit analysis for the Project, as described in the Amendment to the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing funds authorized by NEB. REV. STAT. §18-2147. The costs and benefits of the Project are identified as follows:

**1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the tax shift is as follows:

a.	Estimated Base Project Area Valuation:	\$37,237
b.	Max. Projected Completed Project Assessed Valuation:	\$1,367,506
c.	Projected Tax Increment Base (b. minus a.):	\$1,330,269
d.	Estimated Tax Levy:	1.854491
e.	Annual Projected Tax Shift:	\$24,670

*NOTE: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is an assumed levy rate that will vary from year to year. The completed values will depend on the county assessor's yearly assessment of the Project Site. There has been no accounting for incremental growth or change in the tax levy over the 15-year TIF period.*

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:**

a. Public infrastructure improvements and impacts:

No substantial adverse effects are anticipated on the public infrastructure and community public service needs. The Redeveloper anticipates expenditures of approximately \$1,443,000 for the Project, and approximately \$261,770 in eligible public improvements. The public improvements include the construction of parking lot that will be utilized both for private and public purposes, as set forth in the Redevelopment Agreement. The Project improvements will have a material beneficial impact on the City,

and the Project will not have a material adverse effect on any community public services.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The redevelopment of the Project Site will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the redevelopment of the Project Site, the Project should generate immediate tax growth for the City. The Project will include an amount of personal property that will be on the property tax rolls. Elevate Wellness and the other health and wellness facilities will also require and pay for City services. It is not anticipated that the redevelopment of the Project Site will have any material adverse impact on such City services, and the City will generate revenue providing support for those services. The City has determined that the redevelopment of the Property and the City service requirements generated by said redevelopment are a desired, positive result and will not overburden or negatively impact the City.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:**

The Project is not anticipated to have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Area. In general, the overall redevelopment of the Property will have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the area of the Property or the Redevelopment Area. The Project will fulfill a need for physical therapy and related health and wellness services in the community, which will help to attract new employees and maintain current employees within the City. Further, the addition of public parking spaces on the Project Site will promote increased traffic in the area, supporting other employers in the area.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:**

The Project is not anticipated to impose a burden or have a negative impact on other local area employers. In addition to the general benefits of the Project enhancements already mentioned, the eligible improvements for this Project shall enhance the aesthetics and decrease the blighted and substandard conditions of the Redevelopment Area, all of which will benefit all employers in the area.

**5. Impacts on the student populations of school districts within the City:**

It is not anticipated that the Project will have a material adverse impact on the student populations of the school district within the City. The Project will result in the creation of a health and wellness facility in the City, which is intended to increase employment. The Project will provide employment for approximately 10-12 healthcare and wellness professions. The increase in employment because of the project is not anticipated to substantially affect the school population. The Project is intended to create desired growth in the community and provide additional health and wellness facilities to address the existing health services gap.

**6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

The project is not economically feasible as designed without tax increment financing. Redeveloper does not have the capacity to pay for the public improvements without the use of TIF. The construction of the public infrastructure, public parking, and energy enhancements would not occur in the Redevelopment Area without TIF. This project will provide services to Southwest Nebraska that are not currently available. The Project will promote the local economy by keeping services local, as well as encouraging individuals located outside of the area to travel to McCook to receive health and wellness services.

There are no other material impacts determined by the CDA that are immediately relevant to the consideration of the cost of benefits arising from the Project.

**7. Summary of Findings:**

The Project will increase the City's tax base, without material adverse effects on either public or private entities. The Project will increase property tax revenue in the long-term. The Project will facilitate the development of a blighted and substandard area and the use of TIF will help reduce public cost and City obligations for the cost of public infrastructure improvements. The benefits outweigh the costs of the proposed Project.

**CITY MANAGER'S REPORT**  
**SEPTEMBER 18, 2023 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING**

**2.D.**  
ITEM NO. \_\_\_ Approve Resolution No. CDA 2023-~~08~~ authorizing and approving a Redevelopment Agreement including the use of Tax Increment Financing for the Elevate Wellness Redevelopment Project.

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**BACKGROUND:**

For a TIF project to occur within the City of McCook, a Redevelopment Agreement must be entered by the developer and the CDA (acting on behalf of the City). Approval of the Redevelopment Agreement takes place after approval of the Redevelopment Plan. The Redevelopment Agreement must be approved by McCook's City Council and the McCook Community Development Agency.

The proposed Elevate Wellness Redevelopment Agreement contemplates that the CDA will capture the tax increment from the improvements made to the project site. The capture period will not exceed 15 years. The CDA will issue TIF indebtedness in an amount not to exceed \$239,000. The TIF indebtedness will be issued as a promissory note with Emily Young listed as the registered holder of the note. Emily Young will purchase the debt. The TIF indebtedness will be secured by a pledge of the tax increment for a period of 15 years or potentially earlier, if the debt is repaid sooner than 15 years. 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 the 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 necessary funds to carry out the proposed project. The information will provide assurance that the developer has the means to undertake the project. The submission of the financial information is a condition precedent to the requirement the CDA proceed with its obligations.

The developer anticipates the project will be completed on or before December 31, 2024. The developer will be required to report its progress to the CDA. The developer will be required to execute a Certificate of Completion after concluding the work to the site. The Certificate of Completion will serve as a conclusive determination of satisfaction of the agreement on the part of the developer. Unique to this project is a grant of license for the use of the parking lot for public purposes.

During the term of the Agreement, the developer is not allowed to protest the property valuation in a sum less than \$1,367,506.00. This is to insure the tax increment is funded at the anticipated amount. Further, while the Redevelopment Agreement is active, the developer cannot convey the project site or structures to any entity which would be exempt from paying real estate taxes. CDA approval will be necessary for an assignment to potential future owners. As mentioned, if the anticipated valuation is less than \$1,367,506.00, the developer is responsible for the shortfall in the tax increment generated by the project. The developer will be responsible to assure no liens are allowed against the property except for those spelled out in Section 5.02.

The Agreement contains provisions for default. The remedies include terminating this Agreement and neither party having further obligations or the CDA may terminate the Note and declare the Note void and thereafter not be obligated to remit any tax increment as debt service.

**APPROVALS:**

Nate Schneider (Pub)

September 12, 2023

Nathan A. Schneider, City Manager

Lea Ann Doak

September 12, 2023

Lea Ann Doak, City Clerk

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

**RESOLUTION NO. CDA 2023-08**

(Redevelopment Agreement–Elevate Wellness Redevelopment Project)

**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. The Community Development Agency of the City of McCook, Nebraska (“CDA”), in furtherance of the purposes and pursuant to the provisions of the Community Development Law, Neb. Rev. Stat. §§ 18-2101 to 18-2155, as amended (the “Act”), has adopted a Redevelopment Plan for a portion of Redevelopment Area #3 (“Redevelopment Plan”).
- B. The Planning Commission of the City of McCook has recommended approval of the Redevelopment Plan.
- C. The CDA shall submit the Redevelopment Plan to the City Council of the City of McCook, Nebraska for final approval and adoption pursuant to the Act.
- D. The Redevelopment Plan authorizes and creates a specific redevelopment project on a portion of the Redevelopment Area identified in the Redevelopment Plan as the Elevate Wellness Redevelopment Project (the “Project”).
- E. The CDA has prepared a redevelopment agreement for the Project, a copy of which is attached hereto as Exhibit “A” and incorporated by this reference (the “Redevelopment Agreement”).
- F. 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 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 "E" 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, the foregoing resolutions are subject to and contingent upon the City Council's approval and adoption of the Redevelopment Plan Amendment for the Project, and if the City Council does not approve and adopt the Redevelopment Plan Amendment, the resolutions contained herein shall be void and of no effect.

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 18th day of September, 2023.

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
MCCOOK, NEBRASKA

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Chairman

ATTEST:

---

Secretary

**EXHIBIT "A"**  
**Redevelopment Agreement**

[Attached]

Exhibit "A"

**REDEVELOPMENT AGREEMENT  
(ELEVATE WELLNESS REDEVELOPMENT PROJECT)**

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 Emily Young and Jeremy Young, wife and husband (“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 of McCook, 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 located in the Redevelopment Area.

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

E. The Redeveloper’s proposed Project will consist of the construction of a commercial health and wellness facility, together with all associated infrastructure improvements on the Project Site, as more particularly described on the attached and incorporated Exhibit “A”.

F. The CDA has approved Redeveloper’s proposed Project, including the utilization of tax-increment financing to provide for the construction of the eligible public improvements defined in this Redevelopment Agreement.

G. CDA and Redeveloper desire to enter into this Redevelopment Agreement to implement the 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. "Anticipated Tax Increment" means the Anticipated Tax Increment for this Project as set forth on the attached Exhibit "B".

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

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

E. "Effective Date" has the definition set forth in Section 3.01 of this 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 the amount of One Million Three Hundred Sixty-Seven Thousand Five Hundred and Six and No/100 Dollars (\$1,367,506.00).

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

I. "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".

J. "Project Completion Date" means December 31, 2024.

K. "Project Site" means all that certain real property situated in the City of McCook, Red Willow County, Nebraska, more particularly described on Exhibit "A".

L. "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.

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

N. "Redeveloper" means Emily Young and Jeremy Young, wife and husband.

O. "Redevelopment Area" means Redevelopment Area that is set forth in the Redevelopment Plan.

P. "Redevelopment Plan" means the Blight and Substandard Study and General Redevelopment Plan for the Redevelopment Area prepared in January, 2013 by Hanna:Keelan Associates, P.C., and approved by the City pursuant to the Act, as amended.

Q. "Tax Increment" means in accordance with NEB. REV. STAT. § 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Red Willow 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.

R. "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 employment, 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 an individual with the power and capacity 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 her 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 her 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, 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 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 and continuing thereafter, the CDA shall capture the Tax Increment from the Private Improvements pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA.

The effective date for the Project shall be January 1, 2025 (the "Effective Date") and the CDA shall file the "Notice to Divide Taxes" with the Red Willow County Assessor on or prior to August 1, 2025. Provided, however, Redeveloper shall have the option and right to establish January 1, 2024 as the Effective Date by providing written notice of such election to the CDA no later than July 1, 2024, in which case the CDA shall file the "Notice to Divide Taxes" with the Red Willow County Assessor on or prior to August 1, 2024.

**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 Two Hundred Thirty-Nine Thousand and No/100 Dollars (\$239,000.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be issued by the CDA to Redeveloper, or, at the election of the Redeveloper, to a lender of the Redeveloper. The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit "E" ("Note"). 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 only be secured by a pledge or assignment of the Tax Increment, and any other security for the TIF Indebtedness as required by any lender shall be provided by Redeveloper. The issuance of the TIF Indebtedness may be accomplished by offset so that the Redeveloper retains the TIF Revenues and no bankable currency is exchanged at closing of the TIF Indebtedness and issuance of the Note, except as otherwise provided herein. If the TIF Indebtedness is not paid in full by the maturity date set forth on Exhibit "B", all unpaid amounts shall be forgiven.

**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, at or 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 three percent (3%) of the TIF Indebtedness. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

**Section 3.04      Creation of Fund.**

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 calculation formula 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.**

Upon written request from the CDA to Redeveloper, Redeveloper shall 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 no later than the Project Completion Date. 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. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CDA a Certificate of Completion in the form attached hereto as Exhibit "F" from Redeveloper's engineer or architect, or owner's representative. When accepted in writing by the CDA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements.

(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 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. 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 "G" ("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. All Eligible Project Costs shall be submitted to the CDA within thirty (30) days of the earlier of: (1) the date construction is actually completed for the Project or (2) the Project Completion Date.

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. If the CDA requests, Redeveloper shall, from time to time, furnish the CDA with satisfactory evidence as to the use and application of the Tax Increment.

**Section 4.04      No Discrimination.**

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, she 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 herself and her 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 anticipates creating a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation no later than the Project Completion Date. During the period of this Redevelopment Agreement, Redeveloper, and any successors and assigns, will: (1) not protest a real estate property valuation of the Project Site to a sum less than the Minimum Project Valuation; and (2) not convey 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) Redeveloper acknowledges and understands that if the actual amount of Tax Increment is less than the anticipated amount of Tax Increment, the CDA shall not be liable for any shortfall or deficiency. If Redeveloper acquires the Note, Redeveloper agrees to forgive any shortfall in repayment of the TIF Indebtedness. If a lender or third party other than Redeveloper acquires the Note, Redeveloper shall make semi-annual payments in lieu of taxes (“Deficiency Payments”) to said lender or third party in the amount the Anticipated Tax Increment exceeds the actual Tax Increment. Said Deficiency Payments shall be made within thirty (30) days of written notice from the lender and/or CDA.

**Section 4.06      No Assignment or Conveyance.**

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the fifteen (15) year period commencing on the Effective Date 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 conveyance, which shall be permitted without consent of the CDA: (i) any conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site (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.

**Section 4.07      Grant of License.**

Redeveloper shall grant to the CDA a Public Parking License in the form attached hereto as Exhibit “H”, which is incorporated herein by this reference. Redeveloper shall grant to the CDA any other easements that are reasonably necessary, in the City’s discretion, in order to ensure the public can reasonably access and use the parking lot.

**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.

**Section 5.03      Mortgage Financing.**

(a) Mortgage Holder Obligations. Each mortgage holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other judicial proceedings or action in lieu thereof (referred to in this section as the "Mortgage Holder") shall be obligated to require construction and completion of the Private Improvements and the Public Improvements by any person who subsequently obtains title to the Project Site or any part thereof from the Mortgage Holder; provided, however, the Mortgage Holder shall not be obligated by and shall be exempted from those provisions of this Redevelopment Agreement which require construction and completion of the Private Improvements and the Public Improvements. Additionally, no person, including the Mortgage Holder, may devote the Private Improvements and the Public Improvements thereon or any part thereof to any use or construct any improvements thereon other than those uses and improvements provided and permitted in accordance with this Redevelopment Agreement for the term of this Redevelopment Agreement.

(b) Copy of Notice of Default to Mortgagee. Whenever the CDA shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Redevelopment Agreement, the CDA shall, at the same time, forward a copy of such notice or demand to each holder of any mortgage authorized by this Redevelopment Agreement at the last address of such holder as shown in the records of the CDA or as provided by such mortgagee.

(c) Mortgagee's Option to Cure Defaults. If thirty (30) days after notice or demand with respect to any breach or default, such breach or default remains uncured, each holder shall (and every mortgage instrument made prior to acceptance by the CDA of the Certificate of Completion with respect to any of the Private Improvements or the Public Improvements by Redeveloper or its successors in interest shall so provide) have the right, at its option, to cure or remedy such breach or default within sixty (60) days after notice or demand, and to add the cost thereof to the mortgage debt and the lien of its mortgage. If the mortgage holder commences efforts to cure the default within such period and the default cannot, in the exercise of due diligence, be cured within such period, the holder shall have the right to diligently continue to cure the default.

(d) Mortgage Rights Applicable to Other Forms of Encumbrance. The rights and obligations of this Redevelopment Agreement relating to mortgages of the Project Site shall apply to any other type of encumbrance on the Project Site, and any of the stated rights, obligations and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance.

(e) Termination of Provisions. The provisions of this Section 5.03 shall terminate upon acceptance by the CDA of Redeveloper's Certificate of Completion.

## **ARTICLE VI DEFAULT, REMEDIES; INDEMNIFICATION**

### **Section 6.01      Default.**

In the event Redeveloper fails to perform or comply with any term, condition, or obligation of this Redevelopment Agreement and does not cure such defect within a period of ten (10) days after receiving written notice from the CDA specifying the nature of the breach of the Redevelopment Agreement, then Redeveloper shall be in default.

### **Section 6.02      Remedies.**

In the event that Redeveloper is in default pursuant to Section 6.01, the CDA may pursue any other remedy available at law or in equity, including without limitation, one or more of the following: (1) the CDA may terminate this Redevelopment Agreement and neither party shall have any further obligation hereunder, (2) the CDA may terminate the Note and declare said Note void and thereafter shall not be obligated to remit any Tax Increment as debt service thereon.

### **Section 6.03      Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, 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 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 Red Willow County Register of Deeds. The form of the Memorandum is attached as Exhibit "D" 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 upon 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, 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 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 Redeveloper that provides support for receipts or payments associated with the division of taxes.

[SIGNATURE PAGE TO FOLLOW]

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: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, Secretary \_\_\_\_\_, 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:**

\_\_\_\_\_  
Emily Young

\_\_\_\_\_  
Jeremy Young

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by Emily Young and Jeremy Young, each on their own behalf.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**DESCRIPTION OF PROJECT**

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

Lot One (1) of Heritage Pointe Addition No. 2 to the City of McCook, Nebraska according to the recorded Plat thereof at Instrument No. 2022-1677 of the records of Red Willow County, Nebraska.

The Project includes the following Public Improvements and Private Improvements, which shall be undertaken and completed by Redeveloper.

- (a) **Private Improvements.** The construction of a commercial health and wellness facility on the Project Site, together with all associated and necessary infrastructure.
  
- (b) **Public Improvements.** Grading, site preparation, public utilities, energy efficiency enhancements, as well as the construction of a parking lot that will be used for public purposes as set forth on the Public Parking License Agreement attached as Exhibit "H", along with 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.

**EXHIBIT "B"**  
**TIF INDEBTEDNESS**

1. Projected Base Value: \$37,237
2. Projected Minimum Final Value: \$1,367,506
3. Projected Incremental Valuation: \$1,330,269
4. Assumed Tax Levy: 1.85441
5. Anticipated Tax Increment: \$24,670 annually
6. Assumed Interest Rate: 6.0%
7. Maximum TIF Indebtedness: \$239,000

- a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$239,000, which is the maximum amount, together with interest accruing thereon, which can be amortized by December 31, 2040, solely from the Tax Increment Revenues based upon the Anticipated Tax Increment.
- b. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year 2025. The CDA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CDA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CDA has no obligation to make any payments other than the actual Tax Increment received from the Project.
- c. **Maturity Date.** On or before December 31, 2040.
- d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date of January 1, 2025 (2025 taxes paid in 2026) and terminating on December 31, 2040 (2039 taxes due on December 31, 2039, but paid in 2040). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

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

If Redeveloper establishes the Effective Date to be January 1, 2024 pursuant to Section 3.01 of this Redevelopment Agreement, the dates relating to the 15 year TIF Period set forth herein shall be automatically revised and corrected such that the Maturity Date shall be December 31, 2039 and the TIF Period shall commence on January 1, 2024 (2024 taxes paid in 2025) and terminate on December 31, 2039 (2038 taxes due on December 31, 2038, but paid in 2039).

**EXHIBIT "C"**  
**PROJECTED TIF SOURCES AND USES**

**TIF SOURCES:** TIF authorized up to the amount of \$239,000 based upon the anticipated cost of the eligible TIF uses described below.

**Assumptions:**

Tax Levy:	1.854491
Project Site Base Value	\$37,237
Interest Rate	6.0%

**TIF Calculation:**

	Value	Taxes
Base Year	\$37,237	\$691
Completed	\$1,367,506	\$25,360
Increment	\$1,330,269	\$24,670

Annual TIF	\$24,670
Total TIF (15 yrs)	\$366,345
<b>Present Value</b>	<b>\$239,000</b>

**TIF USES:** The cost of the TIF Uses shown below are based upon preliminary bids.

Site Acquisition	\$ 74,000.00
Site Preparation/Grading	\$ 5,000.00
Site Development	\$ 4,500.00
Public Spaces	\$ 6,000.00
Public Parking	\$ 127,000.00
Energy Efficiency	\$ 15,000.00
Arch., Eng., & Legal Fees	\$ 30,000.00
<b>Total Eligible Costs</b>	<b>\$ 261,500.00</b>

**EXHIBIT "D"**  
**REDEVELOPMENT AGREEMENT**  
**MEMORANDUM**

[On the following page]

After recording please return to:

Lea Ann Doak  
McCook City Clerk  
505 W. "C" Street  
McCook, NE 69001

**MEMORANDUM OF REDEVELOPMENT AGREEMENT  
(Elevate Wellness Redevelopment Project)**

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 Emily Young and Jeremy Young, wife and husband ("Redeveloper").

1. **Redevelopment Agreement.** 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:

Lot One (1) of Heritage Pointe Addition No. 2 to the City of McCook, Nebraska according to the recorded Plat thereof at Instrument No. 2022-1677 of the records of Red Willow County, Nebraska.

2. **Tax Increment Financing.** 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 set forth in the Redevelopment Agreement. The Tax Increment so 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 City offices in McCook, Nebraska.

[SIGNATURE PAGE TO FOLLOW]

**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 Authority.

\_\_\_\_\_  
Notary Public

**REDEVELOPER:**

\_\_\_\_\_  
Emily Young

\_\_\_\_\_  
Jeremy Young

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by Emily Young and Jeremy Young, each on their own behalf.

\_\_\_\_\_  
Notary Public

**EXHIBIT "E"**  
**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  
(SCCDP REDEVELOPMENT PROJECT)  
SERIES 2023A

Maturity Date	Interest Rate	Original Issuance Date
December 31, 2040	6.0%	

Registered Holder	Principal Amount
Emily Young	\$239,000

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, or registered assigns, 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 Accrual Commencement Date (as defined herein) or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2026, December 15, 2026, and each June 15 and December 15 thereafter through December 15, 2040, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest 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. No interest shall accrue until the later of: (1) the date the taxes are due for the year of the Effective Date identified in the Redevelopment Agreement (which is December 31<sup>st</sup> of the year of the Effective Date); or (2) the date that the Redeveloper has submitted and the CDA has accepted the Cost Certification for the eligible costs for the Project (the "Accrual Commencement Date").

This Note is designated the Community Development Agency of the City of McCook, Nebraska Redevelopment Revenue Note (Elevate Wellness Redevelopment Project), Series 2023A, aggregating Two Hundred Thirty-Nine Thousand and No/100 Dollars (\$239,000.00) ("Note") in principal amount 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 Emily Young and Jermy Young, for the Elevate Wellness Redevelopment Project (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 defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying 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 completion 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 his 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.

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: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, Secretary \_\_\_\_\_, Chairman

**CERTIFICATE OF AUTHENTICATION**

City Treasurer, City of McCook as  
Paying Agent and Registrar

By: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT "F"**  
**FORM OF CERTIFICATE OF COMPLETION**  
**(Elevate Wellness Redevelopment Project)**

The undersigned certifies, represents and warrants to the City of McCook, Nebraska, and the Community Development Agency of the City of McCook, Nebraska ("CDA") with regard to the following real property situated in the City of McCook, Red Willow County, Nebraska, to wit:

Lot One (1) of Heritage Pointe Addition No. 2 to the City of McCook, Nebraska according to the recorded Plat thereof at Instrument No. 2022-1677 of the records of Red Willow County, Nebraska.

that the Private Improvements and Public Improvements required to be constructed by Redeveloper upon the above-described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated \_\_\_\_\_, 2023, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. \_\_\_\_\_ in the office of the Register of Deeds for Red Willow County, Nebraska.

**REDEVELOPER:**

\_\_\_\_\_  
Emily Young

\_\_\_\_\_  
Jeremy Young

**CDA:**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF MCCOOK,  
NEBRASKA

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

**EXHIBIT "G"**  
**FORM OF A CERTIFICATION OF ELIGIBLE PROJECT COSTS**

Date: \_\_\_\_\_

Emily Young and Jeremy Young ("Redeveloper"), hereby certifies that she 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. 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

	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
Total certified TIF eligible costs:	\$ _____ *

**\*Principal Amount of TIF Indebtedness shall not exceed \$239,000.**

**REDEVELOPER:**

\_\_\_\_\_  
Emily Young

\_\_\_\_\_  
Jeremy Young

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

**Approved the by Chairman of the CDA:**

\_\_\_\_\_  
\_\_\_\_\_, Chairman

**EXHIBIT "H"**  
**PUBLIC PARKING LICENSE AGREEMENT**

[On the following page]

After recording please return to:

Lea Ann Doak  
McCook City Clerk  
505 W. "C" Street  
McCook, NE 69001

### **PUBLIC PARKING LICENSE AGREEMENT**

This Public Parking License Agreement (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between Emily Young and Jeremy Young, wife and husband ("Licensor"), and the Community Development Agency of the City of McCook, Nebraska ("Licensee").

#### **RECITALS**

- A. Licensor owns certain real estate located in McCook, Nebraska that is legally described as:
  - Lot One (1) of Heritage Pointe Addition No. 2 to the City of McCook, Nebraska according to the recorded Plat thereof at Instrument No. 2022-1677 of the records of Red Willow County, Nebraska (the "Property").
- B. Licensor entered into a Redevelopment Agreement (the "Redevelopment Agreement") with Licensee for the construction of a health and wellness facility and related improvements located on the Property.
- C. Pursuant to the Redevelopment Agreement, and to ameliorate the blighted and substandard conditions of the Property, Licensor agrees to grant a nonexclusive limited license to the public to use the parking lot located on the Property (the "Parking Lot"). Under the Redevelopment Agreement, Licensor is receiving financial assistance from the Licensee to construct the Parking Lot provided that the public is granted certain rights to use such Parking Lot.
- D. This Agreement sets forth the parties' rights and obligations with respect to the license on the Parking Lot.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and in the Redevelopment Agreement, Licensor and Licensee do now hereby agree as follows:

1. Parking Lot License. Licensor hereby grants to Licensee, for the benefit of the public, a nonexclusive limited license for non-commercial vehicular parking in the Parking Lot daily from 6:00 a.m. to 11:00 p.m. ("Permitted Hours"), in accordance with the following conditions:

a. This Agreement shall grant the public rights solely for the parking of non-commercial vehicles and vehicular ingress and egress from the public street to the Parking Lot.

b. Nothing in this Agreement is intended to permit any of the following enumerated or similar activities by the public in the Parking Lot: loitering, partying, demonstrating, picketing, soliciting, begging, littering, sunbathing, consuming alcoholic beverages, carrying firearms, erecting signs or displays, engaging in any illegal, offensive, indecent, obscene, vulgar, lewd or disorderly speech, dress or conduct, or otherwise disturbing the peace.

c. Licensor shall have the right to deny access to the Parking Lot to persons who are disorderly or intoxicated or engaging in any of the activities identified in subsection b. above.

d. Licensor shall have the right to deny public access to the Parking Lot and remove unauthorized vehicles in the Parking Lot during any time outside of the Permitted Hours.

f. Licensor shall have the right to post and enforce any reasonable requirements regarding the use of the parking lot, including but not limited to reservation of certain stalls for handicapped or other designated users, time limits per parking session, and any other requirements it deems appropriate.

2. Authorized Use. Licensee shall be entitled to use the Parking Lot solely for the limited uses specified in this Agreement during the permitted hours specified in the Agreement and for no other purposes whatsoever.

3. Private Property. The Parking Lot shall at all times remain the private property of the Licensor and nothing in this Agreement or the granting of this License shall be deemed to create or constitute a public forum, limited or otherwise.

4. Maintenance and Upkeep. Licensor shall perform all ordinary and/or necessary maintenance and repairs on the Parking Lot. Licensee shall have no responsibility to provide or pay for any security, upkeep, maintenance services or repairs related to use of the Parking Lot.

5. Indemnification. Licensor shall defend, indemnify and hold Licensee harmless from and against any liability, claims, suits, demands, judgments

(including costs, expenses and attorneys' fees), resulting from actions or claims by third parties or defaults under this Agreement by Licensor arising out of this license on the Parking Lot.

6. Term. This Agreement shall be for a term of fifteen (15) years, beginning on the date this Agreement is executed. Provided, however, this Agreement shall terminate at any earlier date that the Redevelopment Agreement is terminated and is no longer in effect.

7. Insurance. Licensor, at its expense, shall (i) keep the Parking Lot insured under a standard form of insurance policy against loss or damage resulting from fire or other perils normally insured under uniform standard extended coverage endorsement; and (ii) carry and maintain comprehensive public liability insurance.

8. Binding Effect. This Agreement shall be appurtenant to and run with the Property. The grant of this easement shall be binding upon the heirs, executors, administrators, successors and assigns of Licensor.

**(Signature and notary page follows)**

IN WITNESS WHEREOF, the parties execute this Parking Lot License Agreement effective as of the date first written above.

**LICENSOR:**

\_\_\_\_\_  
Emily Young

\_\_\_\_\_  
Jeremy Young

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Emily Young and Jeremy Young, each on their own behalf.

\_\_\_\_\_  
Notary Public

**LICENSEE:**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF MCCOOK,  
NEBRASKA

\_\_\_\_\_  
\_\_\_\_\_, Chairman

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, Chairman of the Community Development Agency of the City of McCook, Nebraska, on behalf of the Agency.

\_\_\_\_\_  
Notary Public

**CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 MCCOOK CITY COUNCIL MEETING**

ITEM NO. **2.E.** Approve Resolution No. 2023-17 approving the Redevelopment Agreement between the City of McCook/CDA and Elevate Wellness.

---

**BACKGROUND:**

This item is required per the Nebraska Community Development Act. After the CDA approves a Resolution approving the Redevelopment Agreement between the City of McCook/CDA and Elevated Wellness, the City Council must also approve a resolution approving the Redevelopment Agreement.

The background for this agenda item is the same as the background provided in Agenda Item 2.D.. Please refer to the City Manager's Report for Agenda Item 2.D. to provide context.

**APPROVALS:**

Nate Schneider (Pd)

September 12, 2023

Nathan A. Schneider, City Manager

Lea Ann Doak

September 12, 2023

Lea Ann Doak, City Clerk

**CITY OF MCCOOK, NEBRASKA**

**RESOLUTION NO. 2023-17**

(Redevelopment Agreement–Elevate Wellness Redevelopment Project)

**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 (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 Elevate Wellness Redevelopment Project that will include the use of Tax Increment Financing (the “Project”).

C. On September 18, 2023, the CDA approved the Redevelopment Agreement for 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 plan for development of the City of McCook as a whole, as set forth in the City of McCook Comprehensive Plan, as amended, 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 Elevate Wellness, LLC, a Nebraska limited liability company, 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 18th day of September 2023.

CITY OF MCCOOK, NEBRASKA

---

Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**REDEVELOPMENT AGREEMENT  
(ELEVATE WELLNESS REDEVELOPMENT PROJECT)**

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 Emily Young and Jeremy Young, wife and husband (“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 of McCook, 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 located in the Redevelopment Area.

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

E. The Redeveloper’s proposed Project will consist of the construction of a commercial health and wellness facility, together with all associated infrastructure improvements on the Project Site, as more particularly described on the attached and incorporated Exhibit “A”.

F. The CDA has approved Redeveloper’s proposed Project, including the utilization of tax-increment financing to provide for the construction of the eligible public improvements defined in this Redevelopment Agreement.

G. CDA and Redeveloper desire to enter into this Redevelopment Agreement to implement the 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. "Anticipated Tax Increment" means the Anticipated Tax Increment for this Project as set forth on the attached Exhibit "B".

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

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

E. "Effective Date" has the definition set forth in Section 3.01 of this 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 the amount of One Million Three Hundred Sixty-Seven Thousand Five Hundred and Six and No/100 Dollars (\$1,367,506.00).

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

I. "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".

J. "Project Completion Date" means December 31, 2024.

K. "Project Site" means all that certain real property situated in the City of McCook, Red Willow County, Nebraska, more particularly described on Exhibit "A".

L. "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.

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

N. “Redeveloper” means Emily Young and Jeremy Young, wife and husband.

O. “Redevelopment Area” means Redevelopment Area that is set forth in the Redevelopment Plan.

P. “Redevelopment Plan” means the Blight and Substandard Study and General Redevelopment Plan for the Redevelopment Area prepared in January, 2013 by Hanna:Keelan Associates, P.C., and approved by the City pursuant to the Act, as amended.

Q. “Tax Increment” means in accordance with NEB. REV. STAT. § 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Red Willow 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.

R. “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 employment, 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 an individual with the power and capacity 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 her 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 her 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, 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 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 and continuing thereafter, the CDA shall capture the Tax Increment from the Private Improvements pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA.

The effective date for the Project shall be January 1, 2025 (the "Effective Date") and the CDA shall file the "Notice to Divide Taxes" with the Red Willow County Assessor on or prior to August 1, 2025. Provided, however, Redeveloper shall have the option and right to establish January 1, 2024 as the Effective Date by providing written notice of such election to the CDA no later than July 1, 2024, in which case the CDA shall file the "Notice to Divide Taxes" with the Red Willow County Assessor on or prior to August 1, 2024.

**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 Two Hundred Thirty-Nine Thousand and No/100 Dollars (\$239,000.00), as calculated on the attached and incorporated Exhibit “B”. The TIF Indebtedness shall be issued by the CDA to Redeveloper, or, at the election of the Redeveloper, to a lender of the Redeveloper. The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit “E” (“Note”). 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 only be secured by a pledge or assignment of the Tax Increment, and any other security for the TIF Indebtedness as required by any lender shall be provided by Redeveloper. The issuance of the TIF Indebtedness may be accomplished by offset so that the Redeveloper retains the TIF Revenues and no bankable currency is exchanged at closing of the TIF Indebtedness and issuance of the Note, except as otherwise provided herein. If the TIF Indebtedness is not paid in full by the maturity date set forth on Exhibit “B”, all unpaid amounts shall be forgiven.

**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, at or 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 three percent (3%) of the TIF Indebtedness. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

**Section 3.04      Creation of Fund.**

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 calculation formula 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.**

Upon written request from the CDA to Redeveloper, Redeveloper shall 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 no later than the Project Completion Date. 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. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CDA a Certificate of Completion in the form attached hereto as Exhibit "F" from Redeveloper's engineer or architect, or owner's representative. When accepted in writing by the CDA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements.

(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 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. 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 "G" ("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. All Eligible Project Costs shall be submitted to the CDA within thirty (30) days of the earlier of: (1) the date construction is actually completed for the Project or (2) the Project Completion Date.

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. If the CDA requests, Redeveloper shall, from time to time, furnish the CDA with satisfactory evidence as to the use and application of the Tax Increment.

**Section 4.04      No Discrimination.**

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, she 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 herself and her 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 anticipates creating a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation no later than the Project Completion Date. During the period of this Redevelopment Agreement, Redeveloper, and any successors and assigns, will: (1) not protest a real estate property valuation of the Project Site to a sum less than the Minimum Project Valuation; and (2) not convey 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) Redeveloper acknowledges and understands that if the actual amount of Tax Increment is less than the anticipated amount of Tax Increment, the CDA shall not be liable for any shortfall or deficiency. If Redeveloper acquires the Note, Redeveloper agrees to forgive any shortfall in repayment of the TIF Indebtedness. If a lender or third party other than Redeveloper acquires the Note, Redeveloper shall make semi-annual payments in lieu of taxes (“Deficiency Payments”) to said lender or third party in the amount the Anticipated Tax Increment exceeds the actual Tax Increment. Said Deficiency Payments shall be made within thirty (30) days of written notice from the lender and/or CDA.

**Section 4.06      No Assignment or Conveyance.**

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the fifteen (15) year period commencing on the Effective Date 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 conveyance, which shall be permitted without consent of the CDA: (i) any conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site (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.

**Section 4.07      Grant of License.**

Redeveloper shall grant to the CDA a Public Parking License in the form attached hereto as Exhibit “H”, which is incorporated herein by this reference. Redeveloper shall grant to the CDA any other easements that are reasonably necessary, in the City’s discretion, in order to ensure the public can reasonably access and use the parking lot.

**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.

**Section 5.03      Mortgage Financing.**

(a) Mortgage Holder Obligations. Each mortgage holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other judicial proceedings or action in lieu thereof (referred to in this section as the "Mortgage Holder") shall be obligated to require construction and completion of the Private Improvements and the Public Improvements by any person who subsequently obtains title to the Project Site or any part thereof from the Mortgage Holder; provided, however, the Mortgage Holder shall not be obligated by and shall be exempted from those provisions of this Redevelopment Agreement which require construction and completion of the Private Improvements and the Public Improvements. Additionally, no person, including the Mortgage Holder, may devote the Private Improvements and the Public Improvements thereon or any part thereof to any use or construct any improvements thereon other than those uses and improvements provided and permitted in accordance with this Redevelopment Agreement for the term of this Redevelopment Agreement.

(b) Copy of Notice of Default to Mortgagee. Whenever the CDA shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Redevelopment Agreement, the CDA shall, at the same time, forward a copy of such notice or demand to each holder of any mortgage authorized by this Redevelopment Agreement at the last address of such holder as shown in the records of the CDA or as provided by such mortgagee.

(c) Mortgagee's Option to Cure Defaults. If thirty (30) days after notice or demand with respect to any breach or default, such breach or default remains uncured, each holder shall (and every mortgage instrument made prior to acceptance by the CDA of the Certificate of Completion with respect to any of the Private Improvements or the Public Improvements by Redeveloper or its successors in interest shall so provide) have the right, at its option, to cure or remedy such breach or default within sixty (60) days after notice or demand, and to add the cost thereof to the mortgage debt and the lien of its mortgage. If the mortgage holder commences efforts to cure the default within such period and the default cannot, in the exercise of due diligence, be cured within such period, the holder shall have the right to diligently continue to cure the default.

(d) Mortgage Rights Applicable to Other Forms of Encumbrance. The rights and obligations of this Redevelopment Agreement relating to mortgages of the Project Site shall apply to any other type of encumbrance on the Project Site, and any of the stated rights, obligations and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance.

(e) Termination of Provisions. The provisions of this Section 5.03 shall terminate upon acceptance by the CDA of Redeveloper's Certificate of Completion.

## **ARTICLE VI DEFAULT, REMEDIES; INDEMNIFICATION**

### **Section 6.01      Default.**

In the event Redeveloper fails to perform or comply with any term, condition, or obligation of this Redevelopment Agreement and does not cure such defect within a period of ten (10) days after receiving written notice from the CDA specifying the nature of the breach of the Redevelopment Agreement, then Redeveloper shall be in default.

### **Section 6.02      Remedies.**

In the event that Redeveloper is in default pursuant to Section 6.01, the CDA may pursue any other remedy available at law or in equity, including without limitation, one or more of the following: (1) the CDA may terminate this Redevelopment Agreement and neither party shall have any further obligation hereunder, (2) the CDA may terminate the Note and declare said Note void and thereafter shall not be obligated to remit any Tax Increment as debt service thereon.

### **Section 6.03      Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, 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 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 Red Willow County Register of Deeds. The form of the Memorandum is attached as Exhibit "D" 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 upon 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, 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 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 Redeveloper that provides support for receipts or payments associated with the division of taxes.

[SIGNATURE PAGE TO FOLLOW]

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: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, Secretary \_\_\_\_\_, 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:**

\_\_\_\_\_  
Emily Young

\_\_\_\_\_  
Jeremy Young

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by Emily Young and Jeremy Young, each on their own behalf.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**DESCRIPTION OF PROJECT**

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

Lot One (1) of Heritage Pointe Addition No. 2 to the City of McCook, Nebraska according to the recorded Plat thereof at Instrument No. 2022-1677 of the records of Red Willow County, Nebraska.

The Project includes the following Public Improvements and Private Improvements, which shall be undertaken and completed by Redeveloper.

- (a) **Private Improvements.** The construction of a commercial health and wellness facility on the Project Site, together with all associated and necessary infrastructure.
  
- (b) **Public Improvements.** Grading, site preparation, public utilities, energy efficiency enhancements, as well as the construction of a parking lot that will be used for public purposes as set forth on the Public Parking License Agreement attached as Exhibit "H", along with 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.

**EXHIBIT "B"**  
**TIF INDEBTEDNESS**

1. Projected Base Value: \$37,237
2. Projected Minimum Final Value: \$1,367,506
3. Projected Incremental Valuation: \$1,330,269
4. Assumed Tax Levy: 1.85441
5. Anticipated Tax Increment: \$24,670 annually
6. Assumed Interest Rate: 6.0%
7. Maximum TIF Indebtedness: \$239,000

- a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$239,000, which is the maximum amount, together with interest accruing thereon, which can be amortized by December 31, 2040, solely from the Tax Increment Revenues based upon the Anticipated Tax Increment.
- b. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year 2025. The CDA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CDA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CDA has no obligation to make any payments other than the actual Tax Increment received from the Project.
- c. **Maturity Date.** On or before December 31, 2040.
- d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date of January 1, 2025 (2025 taxes paid in 2026) and terminating on December 31, 2040 (2039 taxes due on December 31, 2039, but paid in 2040). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

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

If Redeveloper establishes the Effective Date to be January 1, 2024 pursuant to Section 3.01 of this Redevelopment Agreement, the dates relating to the 15 year TIF Period set forth herein shall be automatically revised and corrected such that the Maturity Date shall be December 31, 2039 and the TIF Period shall commence on January 1, 2024 (2024 taxes paid in 2025) and terminate on December 31, 2039 (2038 taxes due on December 31, 2038, but paid in 2039).

**EXHIBIT "C"**  
**PROJECTED TIF SOURCES AND USES**

**TIF SOURCES:** TIF authorized up to the amount of \$239,000 based upon the anticipated cost of the eligible TIF uses described below.

**Assumptions:**

Tax Levy:	1.854491
Project Site Base Value	\$37,237
Interest Rate	6.0%

**TIF Calculation:**

	Value	Taxes
Base Year	\$37,237	\$691
Completed	\$1,367,506	\$25,360
Increment	\$1,330,269	\$24,670

Annual TIF	\$24,670
Total TIF (15 yrs)	\$366,345
<b>Present Value</b>	<b>\$239,000</b>

**TIF USES:** The cost of the TIF Uses shown below are based upon preliminary bids.

Site Acquisition	\$ 74,000.00
Site Preparation/Grading	\$ 5,000.00
Site Development	\$ 4,500.00
Public Spaces	\$ 6,000.00
Public Parking	\$ 127,000.00
Energy Efficiency	\$ 15,000.00
Arch., Eng., & Legal Fees	\$ 30,000.00
<b>Total Eligible Costs</b>	<b>\$ 261,500.00</b>

**EXHIBIT "D"**  
**REDEVELOPMENT AGREEMENT**  
**MEMORANDUM**

[On the following page]

After recording please return to:

Lea Ann Doak  
McCook City Clerk  
505 W. "C" Street  
McCook, NE 69001

**MEMORANDUM OF REDEVELOPMENT AGREEMENT  
(Elevate Wellness Redevelopment Project)**

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 Emily Young and Jeremy Young, wife and husband ("Redeveloper").

1. **Redevelopment Agreement.** 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:

Lot One (1) of Heritage Pointe Addition No. 2 to the City of McCook, Nebraska according to the recorded Plat thereof at Instrument No. 2022-1677 of the records of Red Willow County, Nebraska.

2. **Tax Increment Financing.** 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 set forth in the Redevelopment Agreement. The Tax Increment so 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 City offices in McCook, Nebraska.

[SIGNATURE PAGE TO FOLLOW]

**CDA:**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF MCCOOK,  
NEBRASKA

ATTEST:

By: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, Secretary \_\_\_\_\_, 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 Authority.

\_\_\_\_\_  
Notary Public

**REDEVELOPER:**

\_\_\_\_\_  
Emily Young

\_\_\_\_\_  
Jeremy Young

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by Emily Young and Jeremy Young, each on their own behalf.

\_\_\_\_\_  
Notary Public

**EXHIBIT "E"**  
**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  
(SCCDP REDEVELOPMENT PROJECT)  
SERIES 2023A

Maturity Date	Interest Rate	Original Issuance Date
December 31, 2040	6.0%	

Registered Holder	Principal Amount
Emily Young	\$239,000

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, or registered assigns, 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 Accrual Commencement Date (as defined herein) or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2026, December 15, 2026, and each June 15 and December 15 thereafter through December 15, 2040, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest 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. No interest shall accrue until the later of: (1) the date the taxes are due for the year of the Effective Date identified in the Redevelopment Agreement (which is December 31<sup>st</sup> of the year of the Effective Date); or (2) the date that the Redeveloper has submitted and the CDA has accepted the Cost Certification for the eligible costs for the Project (the "Accrual Commencement Date").

This Note is designated the Community Development Agency of the City of McCook, Nebraska Redevelopment Revenue Note (Elevate Wellness Redevelopment Project), Series 2023A, aggregating Two Hundred Thirty-Nine Thousand and No/100 Dollars (\$239,000.00) ("Note") in principal amount 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 Emily Young and Jermy Young, for the Elevate Wellness Redevelopment Project (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 defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying 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 completion 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 his 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.

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: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, Secretary \_\_\_\_\_, Chairman

**CERTIFICATE OF AUTHENTICATION**

City Treasurer, City of McCook as  
Paying Agent and Registrar

By: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT "F"**  
**FORM OF CERTIFICATE OF COMPLETION**  
**(Elevate Wellness Redevelopment Project)**

The undersigned certifies, represents and warrants to the City of McCook, Nebraska, and the Community Development Agency of the City of McCook, Nebraska ("CDA") with regard to the following real property situated in the City of McCook, Red Willow County, Nebraska, to wit:

Lot One (1) of Heritage Pointe Addition No. 2 to the City of McCook, Nebraska according to the recorded Plat thereof at Instrument No. 2022-1677 of the records of Red Willow County, Nebraska.

that the Private Improvements and Public Improvements required to be constructed by Redeveloper upon the above-described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated \_\_\_\_\_, 2023, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. \_\_\_\_\_ in the office of the Register of Deeds for Red Willow County, Nebraska.

**REDEVELOPER:**

\_\_\_\_\_  
Emily Young

\_\_\_\_\_  
Jeremy Young

**CDA:**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF MCCOOK,  
NEBRASKA

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

**EXHIBIT "G"**  
**FORM OF A CERTIFICATION OF ELIGIBLE PROJECT COSTS**

Date: \_\_\_\_\_

Emily Young and Jeremy Young ("Redeveloper"), hereby certifies that she 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. 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

	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
Total certified TIF eligible costs:	\$ _____ *

**\*Principal Amount of TIF Indebtedness shall not exceed \$239,000.**

**REDEVELOPER:**

\_\_\_\_\_  
Emily Young

\_\_\_\_\_  
Jeremy Young

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

**Approved the by Chairman of the CDA:**

\_\_\_\_\_  
\_\_\_\_\_, Chairman

**EXHIBIT "H"**  
**PUBLIC PARKING LICENSE AGREEMENT**

[On the following page]

After recording please return to:

Lea Ann Doak  
McCook City Clerk  
505 W. "C" Street  
McCook, NE 69001

### **PUBLIC PARKING LICENSE AGREEMENT**

This Public Parking License Agreement (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between Emily Young and Jeremy Young, wife and husband ("Licensor"), and the Community Development Agency of the City of McCook, Nebraska ("Licensee").

#### **RECITALS**

- A. Licensor owns certain real estate located in McCook, Nebraska that is legally described as:
  - Lot One (1) of Heritage Pointe Addition No. 2 to the City of McCook, Nebraska according to the recorded Plat thereof at Instrument No. 2022-1677 of the records of Red Willow County, Nebraska (the "Property").
- B. Licensor entered into a Redevelopment Agreement (the "Redevelopment Agreement") with Licensee for the construction of a health and wellness facility and related improvements located on the Property.
- C. Pursuant to the Redevelopment Agreement, and to ameliorate the blighted and substandard conditions of the Property, Licensor agrees to grant a nonexclusive limited license to the public to use the parking lot located on the Property (the "Parking Lot"). Under the Redevelopment Agreement, Licensor is receiving financial assistance from the Licensee to construct the Parking Lot provided that the public is granted certain rights to use such Parking Lot.
- D. This Agreement sets forth the parties' rights and obligations with respect to the license on the Parking Lot.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and in the Redevelopment Agreement, Licensor and Licensee do now hereby agree as follows:

1. Parking Lot License. Licensor hereby grants to Licensee, for the benefit of the public, a nonexclusive limited license for non-commercial vehicular parking in the Parking Lot daily from 6:00 a.m. to 11:00 p.m. ("Permitted Hours"), in accordance with the following conditions:

a. This Agreement shall grant the public rights solely for the parking of non-commercial vehicles and vehicular ingress and egress from the public street to the Parking Lot.

b. Nothing in this Agreement is intended to permit any of the following enumerated or similar activities by the public in the Parking Lot: loitering, partying, demonstrating, picketing, soliciting, begging, littering, sunbathing, consuming alcoholic beverages, carrying firearms, erecting signs or displays, engaging in any illegal, offensive, indecent, obscene, vulgar, lewd or disorderly speech, dress or conduct, or otherwise disturbing the peace.

c. Licensor shall have the right to deny access to the Parking Lot to persons who are disorderly or intoxicated or engaging in any of the activities identified in subsection b. above.

d. Licensor shall have the right to deny public access to the Parking Lot and remove unauthorized vehicles in the Parking Lot during any time outside of the Permitted Hours.

f. Licensor shall have the right to post and enforce any reasonable requirements regarding the use of the parking lot, including but not limited to reservation of certain stalls for handicapped or other designated users, time limits per parking session, and any other requirements it deems appropriate.

2. Authorized Use. Licensee shall be entitled to use the Parking Lot solely for the limited uses specified in this Agreement during the permitted hours specified in the Agreement and for no other purposes whatsoever.

3. Private Property. The Parking Lot shall at all times remain the private property of the Licensor and nothing in this Agreement or the granting of this License shall be deemed to create or constitute a public forum, limited or otherwise.

4. Maintenance and Upkeep. Licensor shall perform all ordinary and/or necessary maintenance and repairs on the Parking Lot. Licensee shall have no responsibility to provide or pay for any security, upkeep, maintenance services or repairs related to use of the Parking Lot.

5. Indemnification. Licensor shall defend, indemnify and hold Licensee harmless from and against any liability, claims, suits, demands, judgments

(including costs, expenses and attorneys' fees), resulting from actions or claims by third parties or defaults under this Agreement by Licensor arising out of this license on the Parking Lot.

6. Term. This Agreement shall be for a term of fifteen (15) years, beginning on the date this Agreement is executed. Provided, however, this Agreement shall terminate at any earlier date that the Redevelopment Agreement is terminated and is no longer in effect.

7. Insurance. Licensor, at its expense, shall (i) keep the Parking Lot insured under a standard form of insurance policy against loss or damage resulting from fire or other perils normally insured under uniform standard extended coverage endorsement; and (ii) carry and maintain comprehensive public liability insurance.

8. Binding Effect. This Agreement shall be appurtenant to and run with the Property. The grant of this easement shall be binding upon the heirs, executors, administrators, successors and assigns of Licensor.

**(Signature and notary page follows)**

IN WITNESS WHEREOF, the parties execute this Parking Lot License Agreement effective as of the date first written above.

**LICENSOR:**

\_\_\_\_\_  
Emily Young

\_\_\_\_\_  
Jeremy Young

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Emily Young and Jeremy Young, each on their own behalf.

\_\_\_\_\_  
Notary Public

**LICENSEE:**

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF MCCOOK,  
NEBRASKA

\_\_\_\_\_  
\_\_\_\_\_, Chairman

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, Chairman of the Community Development Agency of the City of McCook, Nebraska, on behalf of the Agency.

\_\_\_\_\_  
Notary Public

**CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 CITY COUNCIL MEETING**

---

**ITEM:**

- 2.F.** Public Hearing -- consider the 2024 McCook Plan of Street Improvements.
- 2.G.** Adopt Resolution No. 2023-~~18~~ approving the 2024 McCook Plan of Street Improvements.
- 

**BACKGROUND**

Included with this Council Report are the following items:

1. McCook 2024 One Year Plan
2. McCook 2024 Long Range Street Plan
3. McCook 2024 Street Plan Map
4. McCook 2024 Street Plan Budget
5. McCook 2023 Completed Street Projects

Last year one project was completed, the North Highway 83 Drainage Improvements.

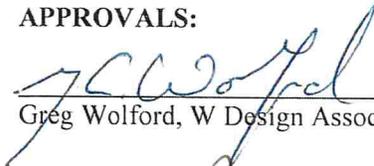
There are eight projects noted on the One Year Plan, six of which are new streets, thus funded by methods outside the normal street maintenance budget. These include the North Pointe Phase I development funded by TIF, the West C St. improvement funded by Southwest Public Health, the Business Park Phase II streets funded by TIF, and the two projects on West 14<sup>th</sup> would be funded through improvement districts.

The two projects funded through the normal street maintenance budgets are on West D and C Streets and are full depth asphalt reclamation projects.

The Long Range Plan shows 29 separate projects, of which only 13 are budgeted for in the next 10 years. Three new projects were added this year to the plan, two being a part of the Business Park Phase II and the third being a drainage project on W 14<sup>th</sup>.

**FISCAL IMPACT:** None.

**APPROVALS:**

  
\_\_\_\_\_  
Greg Wolford, W Design Associates

Date: 13 Sep 23

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

Date: 9/13/23

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

Date: 9-13-23

**EXHIBIT #1**

**PAGE(S) - 1**

## **NOTICE OF PUBLIC HEARING**

Notice of a public hearing to be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, at 5:30 o'clock P.M., C.S.T., on the 18<sup>th</sup> day of September, 2023, is hereby given. The purpose of said hearing is for the presentation of the 2024 Plan of Street Improvements as Developed by the City Council in accordance with Nebraska Law.

-s- Lea Ann Doak  
City Clerk

Publish: September 12, 2023.

**EXHIBIT #2**

**PAGE(S) - 1**

RESOLUTION NO. 2023-18

WHEREAS, in accordance with the statutes of the State of Nebraska and as prescribed by the Board of Public Roads Classifications and Standards, Notice of Hearing has been given by publication in the legal newspaper of McCook, Nebraska, of a Hearing on the 2024 Plan of Street Improvements of McCook to be held in the Council Chambers at the McCook Municipal Center on the 18<sup>th</sup> day of September, 2023, at 5:30 P.M. for the purpose of hearing comments and objections to said plan.

WHEREAS, upon said Hearing, the City Council finds that the Plans submitted are adequate for the purpose prescribed by law and that the same should be approved.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of McCook, Nebraska that the 2024 Plan of Street Improvements for specific improvements are hereby approved and adopted.

PASSED AND APPROVED THIS 18<sup>th</sup> day of September, 2023.

/s/ Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

/s/ Lea Ann Doak, City Clerk-Treasurer

(SEAL)

Motion by: Councilmember \_\_\_\_\_

Seconded by: Councilmember \_\_\_\_\_

Vote: YEA: ; NAY: ; ABSENT:

**EXHIBIT #3**

**PAGE(S) - 1**

# City of McCook

## One Year Street Plan

Period Including:

Oct., 2023 through Sept., 2024

PRIORITY No.	PROJECT No.	Location	Description	ESTIMATED COST	REMARKS
				(Thousands)	
1	M-399(8)	West 9th and S St.*	North Point Subdivision - Concrete	729	TIF Funded
2	M-399(5)	West C St. one block west of W 10th*	New Concrete Street	86	Private Funding
3	M-399(7)	Industrial Park Drive*	New Concrete Street	1390	TIF Funded
4	M-399(7B)	East 17th Street*	Grade and Gravel	110	TIF Funded
5	M-399(46)	West 14th St. from O to Q St.*	New Concrete Street	342	Paving District
6	M-399(46B)	W 14th to W 17th Drainage*	Drainage District	100	Drainage District
7	M-399(10B)	West D & 8th from A to West 7th St.	Full Depth Asphalt Reconstruction	334	Budgeted 2024
8	M-399(49)	West C St. from West 7th to West 10th	Full Depth Asphalt Reconstruction	295	Budgeted 2024
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PREPARED BY: Greg Wolford, P.E.				TITLE: Street Supt.	DATE: September 7, 2023

**EXHIBIT #4**

**PAGE(S) - 1**

# City of McCook

## Long Range Street Plan

Period Including:

Oct., 2023 to Sept., 2033

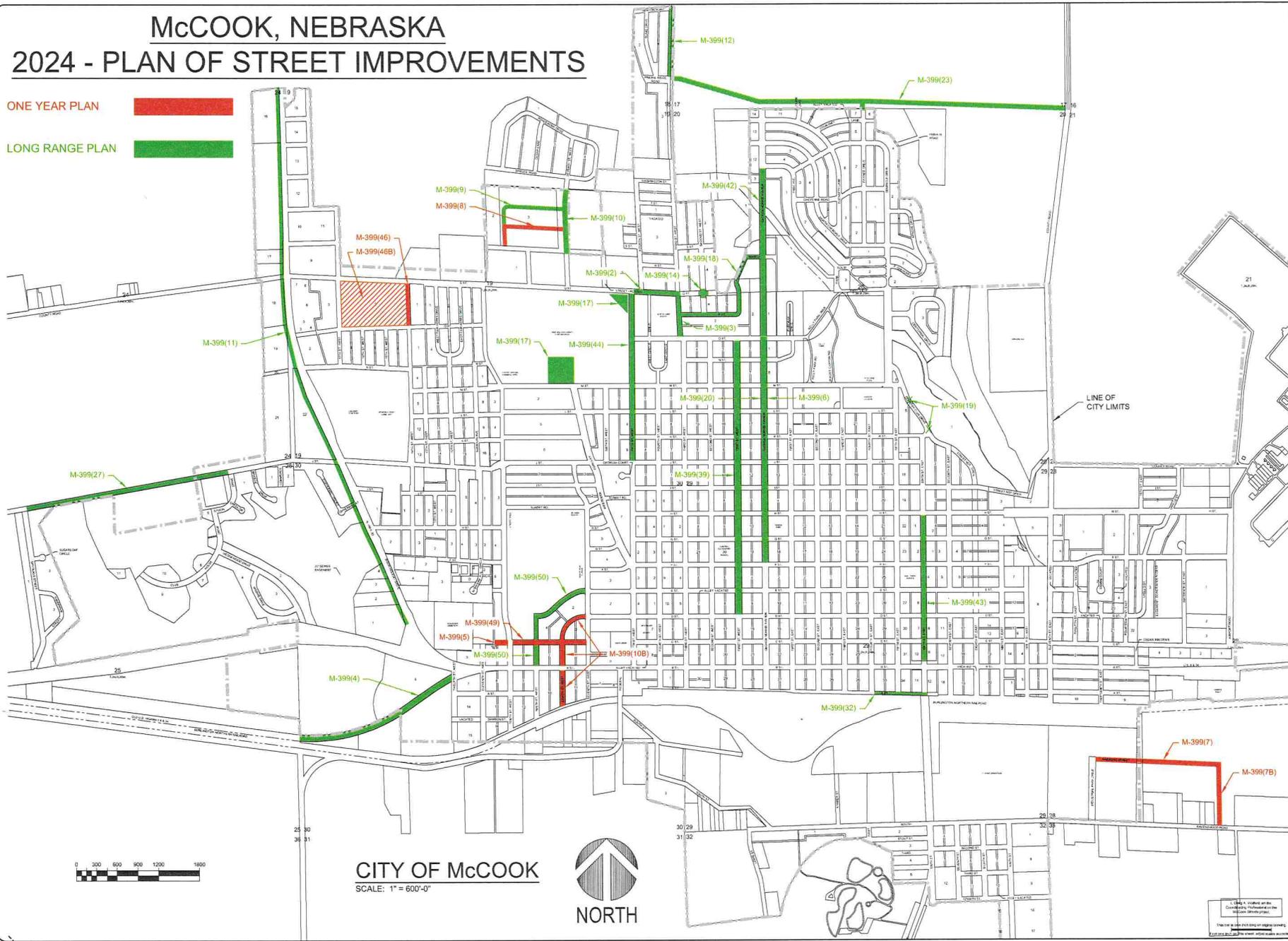
PRIORITY No.	PROJECT No.	Location	Description	Estimated Cost	Remarks
				(Thousands)	
1	M-399(8)	West 9th and S St.*	North Point Subdivision - Concrete	729	Budgeted 2024
2	M-399(5)	West C St. one block west of W 10th*	New Concrete Street	86	Budgeted 2024
3	M-399(7)	Industrial Park Drive*	New Concrete Street	1390	Budgeted 2024
4	M-399(7B)	East 17th Street*	Grade and Gravel	110	Budgeted 2024
5	M-399(46)	West 14th St. from O to Q St.*	New Concrete Street	342	Budgeted 2024
6	M-399(46B)	W 14th to W 17th Drainage*	Drainage District	100	Budgeted 2024
7	M-399(10B)	West D & 8th from A to West 7th St.	Full Depth Asphalt Reconstruction	334	Budgeted 2024
8	M-399(49)	West C St. from West 7th to West 10th	Full Depth Asphalt Reconstruction	295	Budgeted 2024
9	M-399(44)	West 5th St. from J to Q St.	Full Depth Asphalt Reconstruction	558	Budgeted 2025
10	M-399(20)	Norris Ave. from F to O St.	Asphalt Overlay	508	Budgeted 2026
11	M-399(39)	West 1st St. from D to O St.	Full Depth Asphalt Reconstruction	1157	Budgeted 2027
12	M-399(27)	West J St. Extension	Purchase ROW, Grade and Gravel	413	Budgeted 2029
13	M-399(17)	North Westridge Detention	New Stormwater Detention Pond	88	Budgeted 2030
14	M-399(19)	Country Club Drainage	Storm Sewer Upgrades	103	Budgeted 2030
15	M-399(43)	East 6th St. from B to C St.	Concrete Replacement	247	Budgeted 2030
16	M-399(23)	New Northern Connection	New Road from East 11th to West 3rd	2775	Budgeted 2032-33
17	M-399(12)	W 3rd St. Prairie Ridge to Henton Rd.*	Replace Asphalt with New Concrete	447	
18	M-399(32)	East A St. from 4th to 6th St.	New Storm Sewer in Existing Ditch	200	
19	M-399(6)	Norris Ave. from F to O St.	Replace Exist. Concrete with New	2061	
20	M-399(42)	Norris Ave. from O to Park Ave.	Asphalt Reconstruction	450	
21	M-399(50)	West 9th St. from B to W 7th.	Full Depth Asphalt Reconstruction	413	
22	M-399(2)	West Q St. from 3rd to 5th. St.	Full Depth Asphalt Reconstruction	187	
23	M-399(3)	West 3rd St. from O to Q St.	Asphalt Overlay	66	
24	M-399(11)	N Hwy 83 from B to North City Limits	New Sidewalks and Handicap Ramps	605	
25	M-399(14)	W 2nd & Q Intersection	Replace Exist. Concrete with New	56	
26	M-399(18)	P St, West 1st & Marsh	Full Depth Asphalt Reconstruction	406	
27	M-399(4)	W Old Hwy 6	Asphalt Overlay	182	
28	M-399(9)	West 9th and T St.*	North Point Subdivision - Concrete	472	
29	M-399(10)	West 7th - Q to City Limits*	North Point Subdivision - Concrete	549	
30					
31					
32					
33					
34					
35					
		*Paving District, TIF or Private Funded			
PREPARED BY:			TITLE:	DATE:	
Greg Wolford, P.E.			Street Supt.	September 8, 2023	

**EXHIBIT #5**

**PAGE(S) - 1**

# McCOOK, NEBRASKA 2024 - PLAN OF STREET IMPROVEMENTS

ONE YEAR PLAN █  
LONG RANGE PLAN █



CITY OF McCOOK  
SCALE: 1" = 600'-0"



2024 STREETS ONE & SIX YEAR PLAN  
CITY OF McCOOK  
McCOOK, NEBRASKA

DESIGN ASSOCIATES  
1001 S. 10TH ST., SUITE 100, McCOOK, NEBRASKA 68801  
TEL: 402.883.1111  
WWW.DESIGNASSOCIATES.COM  
Seal of Coordinating Professional

PRELIMINARY  
NOT FOR CONSTRUCTION

DATE	BY	REVISIONS

1. This is a preliminary plan and is subject to change without notice.  
2. The City of McCook is not responsible for any errors or omissions in this plan.

DATE: SEPTEMBER, 2023

**City of McCook  
2024 One & Six Year Plan Budget**

Year	Proposed Projects	Actual Spent	Income State Buyout	Income Sales Tax	Income Add'l Gas Tax	Grant or Assessment Inc.	Available Funds From Current Yr.	Accumulated Funds
0	2023	\$ 851,000	\$ 182,000					\$ 1,087,000
1	2024	\$ 3,386,000		\$ 150,000	\$ 250,000	\$ 2,757,000	\$ 4,244,000	\$ 858,000
2	2025	\$ 558,000		\$ 150,000	\$ 250,000		\$ 1,258,000	\$ 700,000
3	2026	\$ 508,000		\$ 150,000	\$ 250,000		\$ 1,100,000	\$ 592,000
4	2027	\$ 1,157,000		\$ 150,000	\$ 250,000		\$ 992,000	\$ (165,000)
5	2028	\$ -		\$ 150,000	\$ 250,000		\$ 235,000	\$ 235,000
6	2029	\$ 413,000		\$ 150,000	\$ 250,000		\$ 635,000	\$ 222,000
7	2030	\$ 438,000		\$ 150,000	\$ 250,000		\$ 622,000	\$ 184,000
8	2031	\$ 250,000		\$ 150,000	\$ 250,000		\$ 584,000	\$ 334,000
9	2032	\$ 500,000		\$ 150,000	\$ 250,000		\$ 734,000	\$ 234,000
10	2033	\$ 500,000		\$ 150,000	\$ 250,000		\$ 634,000	\$ 134,000

Projects planned that year

N Hwy Drainage

West C and West D Streets

West 5th St.

Norris Ave. Overlay, F to O St.

West 1st Street

West J St. Extension

Westridge North Detention, Country Club Drainage & East 6th Concrete

ROW Purchase

Grading on New Northern Connection

Grading on New Northern Connection

**EXHIBIT #7**

**PAGE(S) - 1**

# City of McCook

## Projects Completed or Contracted in the Last Fiscal Year

Period Including:

Oct., 2022 to Sept., 2023

PRIORITY No.	PROJECT No.	Location	Description	Estimated Cost	Contract Cost
				(Thousands)	(Thousands)
1	M-399(1)	North Highway 83	Drainage Repair	222	182
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
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22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
		*Paving District Funded			
PREPARED BY:			TITLE:	DATE:	
Greg Wolford, P.E.			Street Supt.	September 7, 2023	

**EXHIBIT #8**

**PAGE(S) - 1**

CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 CITY COUNCIL MEETING

---

ITEM: 3.A.

Approve the minutes of the September 5, 2023 Budget Hearing, the September 5, 2023 regular City Council meeting, and the September 12, 2023 special City Council meeting.

---

**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

September 14, 2023

McCook City Council  
September 5, 2023  
5:30 P.M. Central  
Budget Hearing

THE BUDGET HEARING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA was held the 5<sup>th</sup> day of September, 2023, at 5:30 P.M. in the City Council Chambers. Notice of the budget hearing was published in McCook Gazette on the 31<sup>st</sup> day of August, 2023.

Present: Mayor Taylor, Councilmembers Calvin, Weedin, 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, and Police Chief Smith.

Others present: Shawn Winder, McCook Gazette reporter; Greg Wolford, Ronda Graff, Trisha Wagner, Charlie McPherson, Amanda Engell, Brian Calvin, Tony Spilinek, Randy Stramel.

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.

## **1. Public Hearings.**

### **1.A. Public Hearing - FY 2023/2024 Annual Budget.**

At 5:33 P.M., motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the proposed FY 2023/2024 Annual Budget with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA.

YEA: 5, NAY: 0, ABSENT: 0

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated September 5, 2023 meeting (1 page); Exhibit #2 - Notice of Hearing published (1 page); and Exhibit #3 - Transmittal Letter dated September 5, 2023 (5 pages). Three copies of the proposed budget statement were available to the public.

City Manager Schneider read the Budget Transmittal Letter, outlining the key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget.

The floor was then opened for public comment on the proposed budget statement. No members of the public present commented.

With no one present to comment, motion to close the budget hearing. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA.

YEA: 5, NAY: 0, ABSENT: 0

The budget hearing was closed at 5:49 P.M.

**Adjournment.**

There being no further business, motion to adjourn the budget hearing. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA.

YEA: 5, NAY: 0, ABSENT: 0

---

Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

---

Lea Ann Doak, City Clerk-Treasurer

McCook City Council  
September 5, 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, and Police Chief Smith.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on August 31, 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 Walter Ray, McCook Baptist Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order at 5:50 P.M., at the conclusion of the Budget Public Hearing.

## **1. Announcements & Recognitions.**

City Manager Schneider noted that a Special City Council meeting is scheduled for this coming Tuesday, September 12, 2023 at Noon.

## **2. Public Hearings.**

2.A. Public Hearing - Set Final Tax Request at a different amount than the prior year.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on setting the final tax request at a different amount than the prior year, with the City Attorney to act as hearing officer. This motion, made by Muehlenkamp and seconded by Rambali, 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 - the City Manager's Report dated September 5, 2023 (1 page) and Exhibit #2 - Notice of Hearing published (1 page).

City Manager Schneider reviewed the information contained in Exhibit #2 -Notice of Hearing published.

Councilmember Weedin noted that one of our biggest concerns is maintaining competitive wages so that we are able to keep our employees.

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

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

### **3. Consent Agenda.**

Councilmember Calvin requested that Item D be removed from the Consent Agenda and placed on the Regular Agenda.

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

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

- 3.A. Approve the minutes of the August 21, 2023 regular City Council meeting.
- 3.B. Approve a Memorandum of Understanding with the McCook Area Chamber of Commerce whereby ACE funds will be appropriated for promotional activities that benefit the City of McCook during Fiscal Year 23/24.
- 3.C. Approve the Addendum to the McCook Humane Society Agreement, increasing the contract amount the City of McCook pays for animal services for Fiscal Year 23/24 and authorize the Mayor to sign.
- 3.E. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic cable and installing two level vaults.
- 3.F. Accept the minutes of the April 18, 2023 Senior Center Advisory Board meeting.
- 3.G. Approve the request from the McCook Community Foundation Fund to close Norris Avenue from the north side of "D" Street to the south side of "E" Street on Thursday, October 12, 2023 from 4:00 P.M. and 10:00 P.M. for their community event.
- 3.H. Award the bid for North Pointe and West "C" Street Paving and Utilities Project to Paulsen, Inc. in the amount of \$814,747.90, that being the lowest best bid.

3.I. Approve the application for a Special Designated Liquor License submitted by Dunn Enterprise, d/b/a Rocket Inn, Liquor License #C-123001, for a wedding reception to be held at the Red Willow County Fairgrounds Community Building, 1412 West 5th Street, on September 23, 2023 from 4:00 P.M. to 12:00 A.M.

**4. Regular Agenda.**

3.D. Approve drawings and specifications for South Street Water Main Replacement on South Street and Ravenswood Road from the City Shop to South 9th Street and set date to receive bids for September 26, 2023 at 2:00 P.M.

Motion to approve drawings and specifications for South Street Water Main Replacement on South Street and Ravenswood Road from the City Shop to South 9th Street and set date to receive bids for September 26, 2023 at 2:00 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

Utilities Director Fawver and David Blau of Miller & Associates reviewed the proposed project with the Council.

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

City Manager Schneider informed the Council that a pre-construction meeting for the swimming pool was held today with Carrothers Construction and Lamp Rynearson. Staff continues to work with the College, the College Foundation, and the Benjamins on the purchase agreement for the sports complex project.

4.B. Ordinance No. 2023-3070 providing for the adoption of the budget for FY 2023/2024.

Mayor Taylor asked the Clerk to read Ordinance No. 2023-3070 by title.

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

Ordinance No. 2023-3070 has been read by title and I move to approve upon its second of three readings. This motion, made by Calvin and seconded by Muehlenkamp, passed. Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA  
YEA: 5, NAY: 0

City Manager Schneider noted the capital that has been added as outlined in the transmittal letter reviewed during the budget hearing.

4.C. Ordinance No. 2023-3071 providing for the adoption of the FY 2023/2024 Fiscal Year Employee Classification Pay Plan.

Mayor Taylor asked the Clerk to read Ordinance No. 2023-3071 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2023/2024 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2023-3071 has been read by title and I move to approve upon its second of three readings. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

City Manager Schneider noted that the proposed pay plan for all employees, non-collective bargaining and both collective bargaining units, includes a 4.5% cost of living adjustment.

4.D. Ordinance No. 2023-3072 providing for the amendment of Appendix F, Solid Waste Collection Fees of the City of McCook Code of Ordinances.

Mayor Taylor asked the Clerk to read Ordinance No. 2023-3072 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2022-3048 AND ANY AND ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

Ordinance No. 2023-3072 has been read by title and I move to approve upon its second of three readings. This motion, made by Muehlenkamp and seconded by Weedin, passed.

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

4.E. Approve increase of Restricted Funds Limit by an additional 1% for Unused Restricted Funds Authority.

Motion to approve an increase of the Restricted Funds Limit by an additional 1% for Unused Restricted Funds Authority. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

4.F. Approve Employment Agreement with City Manager Nathan A. Schneider and authorize the Mayor to sign.

Motion to approve the Employment Agreement with City Manager Nathan A. Schneider and authorize the Mayor to sign. This motion, made by Calvin and seconded by Muehlenkamp, passed. Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA  
YEA: 5, NAY: 0

4.G. Consider Ordinance No. 2023-3073 setting the salary and compensation of City Manager Nathan A. Schneider.

Mayor Taylor introduced Ordinance No. 2023-3073 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA SETTING THE SALARY AND COMPENSATION OF THE CITY MANAGER OF THE CITY OF MCCOOK; REPEALING ALL 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. 2023-3073 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended (motion to suspend the rule must be adopted by three-fourths of the Council). This motion, made by Calvin and seconded by Weedin, passed. Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA  
YEA: 5, NAY: 0

Motion for final passage of Ordinance No. 2023-3073. This motion, made by Calvin and seconded by Taylor, passed. Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA  
YEA: 5, NAY: 0

Mayor Taylor stated for the record that Ordinance No. 2023-3073 is declared lawfully passed and adopted upon publication as required by law.

4.H. Council Comments.

Councilmember Weedin thanked the Public Works staff for all that they have done to get the north and south entry signs installed and noted that the foundation has been poured for the new Columbarium for Memorial Park Cemetery.

### **Adjournment.**

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:27 P.M.

---

Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

---

Lea Ann Doak, City Clerk-Treasurer

McCook City Council  
September 12, 2023  
12:00 P.M. Central

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, special, and public session at 12:00 o'clock P.M. in the City Council Chambers.

Present: Councilmembers Calvin, Weedin, Muehlenkamp.

Absent: Mayor Taylor, Councilmember Rambali.

City Officials present: City Manager Schneider, City Clerk Doak, Assistant City Manager Koetter.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 8, 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.

Council Vice-President Calvin announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review and called the meeting to order.

1. Rescind the acceptance of the State of Nebraska Department of Economic Development Rural Workforce Housing Land Development program Subaward Agreement 22-RWLD-11.

Motion to rescind the acceptance of the State of Nebraska Department of Economic Development Rural Workforce Housing Land Development Program Subaward Agreement 22-RWLD-011. This motion, made by Muehlenkamp and seconded by Weedin, passed.

Rambali: ABSENT, Taylor: ABSENT, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA  
YEA: 3, NAY: 0, ABSENT: 2

Adjournment.

There being no further business to come before the Council, Council Vice-President Calvin declared the meeting adjourned at 12:12 P.M.

---

Jerry Calvin, Council Vice-President

ATTEST:

---

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 CITY COUNCIL MEETING**

---

**ITEM:**          **3.B.**  

**RECOMMENDATION:**

Approve Resolution No. 2023-15 authorizing the Mayor to sign the 2023 Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standards.

---

**BACKGROUND:**

The City of McCook is required to certify annually that we are in program compliance to the Board of Public Roads Classifications and Standards. These requirements are as follows:

- we have developed, adopted and included in its public records the plans, programs, and standards which are required;
- we meet the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- we expend all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- we use a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- we use a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- we use an accounting system including an inventory of machinery, equipment, and supplies;
- we use an accounting system that tracks equipment operation costs;
- we have included in our public records the information required under subsection(2) of section 39-2520;
- we will attach to the certification, a copy of the resolution of the governing body authorizing the signing of this certification by the Mayor.

**FISCAL**

**IMPACT:**       None.

**APPROVALS:**

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

September 13, 2023

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

September 13, 2023

RESOLUTION NO. 2023-15

SIGNING OF THE

MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE  
2023

**Whereas:** State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

**Whereas:** State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form.

**Be it resolved** that the Mayor of the City of McCook is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Adopted this 18<sup>th</sup> day of September, 2023 at McCook, Nebraska.

\_\_\_\_\_  
Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

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

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

July 28, 2023

**Notice to file the Annual Certification of Program Compliance and Signing Resolution with the Nebraska Board of Public Roads Classifications and Standards (NBCS) by October 31, 2023.**

**Please make this an agenda item for your next City Council / Village Board meeting return to the NBCS by October 31, 2023.**

**To avoid the suspension of Highway-User Revenue** to your municipality please complete the enclosed **MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE and SIGNING RESOLUTION** and **return them to the NBCS by October 31, 2023.** Reference Neb. Rev. Stat. §§39-2120 and 39-2121(1).

Penalties for failure to comply can be found in the following State Statutes:

- Failure to comply with the provisions of Neb. Rev. Stat. §39-2115.
- Failure to comply with the provisions of Neb. Rev. Stat. §39-2119.
- Failure to file the Municipal Annual Certification of Program Compliance with the NBCS, Neb. Rev. Stat. §39-2121(2).
- Filing of a materially false Municipal Annual Certification of Program Compliance, Neb. Rev. Stat. §39-2121(3).
- Construction below minimum standards without the prior approval of the NBCS, Neb. Rev. Stat. §39-2121(3).

**Note: While the signature of the City Street Superintendent is optional on the certification, the NBCS strongly recommends that the superintendent sign this certification if said municipality has a superintendent.**

Please let me know if you have any questions. Email: [lemoyne.schulz@nebraska.gov](mailto:lemoyne.schulz@nebraska.gov)  
Phone: (402) 479-4436

Sincerely,



LeMoyne D. Schulz  
Secretary for the Board

LDS/2023

xc: File

Attachments (2)

Vicki Kramer, Director  
Department of Transportation

Board of Public Roads Classifications and Standards  
1400 Nebraska Parkway  
PO Box 94759  
Lincoln, NE 68509-4759  
[dot.nebraska.gov](http://dot.nebraska.gov)

OFFICE 402-479-4436  
[ndot.blshelp@nebraska.gov](mailto:ndot.blshelp@nebraska.gov)

Roger A. Figard  
Lincoln

Barbara J. Keegan  
Alliance

John F. Krager, III  
Omaha

Russell Kreachbaum, Jr.  
Central City

James A. Litchfield  
Wakefield

Brandie Neemann  
Lincoln

Steven D. Ramos  
Norfolk

Timothy W. Weander  
Omaha

Edward R. Wootton, Sr.  
Bellevue

LeMoyne D. Schulz  
Secretary – ex officio

**Do not recreate or revise the pages of this document**, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2023) may result in the suspension of Highway Allocation funds until the documents are filed.

**RESOLUTION**

**SIGNING OF THE  
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE  
2023**

Resolution No. \_\_\_\_\_

**Whereas:** State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

**Whereas:** State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

**Be it resolved** that the Mayor  Village Board Chairperson  of \_\_\_\_\_  
(Check one box) (Print name of municipality)  
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

City Council/Village Board Members

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City Council/Village Board Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed, and billed as adopted.

Attest:

\_\_\_\_\_  
(Signature of Clerk)

**Do not recreate or revise the pages of this document**, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2023) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL  
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE  
TO  
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS  
AND STANDARDS  
2023**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City  Village  of \_\_\_\_\_  
(Check one box) (Print name of municipality)

hereby certifies that it:

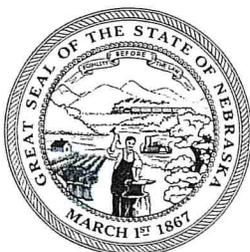
- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

\_\_\_\_\_  
Signature of Mayor  Village Board Chairperson  (Required) (Date)

\_\_\_\_\_  
Signature of City Street Superintendent (Optional) (Date)

**Return the completed original signing resolution and annual certification of program compliance by October 31, 2023 to:**

Nebraska Board of Public Roads Classifications and Standards  
PO Box 94759  
Lincoln NE 68509



CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 CITY COUNCIL MEETING

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ITEM: 3.C.

RECOMMENDATION:

Accept the minutes of the September 11, 2023 Planning Commission meeting.

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BACKGROUND:

Accept minutes from various board and commission meetings.

FISCAL  
IMPACT: None.

APPROVALS:

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

McCook Planning Commission  
September 11, 2023  
5:15 P.M. Central

A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:15 o'clock P.M. in the City Council Chambers.

Present: Chair Vosburg; Vice Chair Hilker; Commissioners Davidson, Dueland, Friehe, Lyons, McDowell, Mockry.

Absent: Commissioners Bradley, Stevens.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 7, 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 Planning Commission. 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.

Chair Vosburg announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review.

1. Approve the minutes of the August 14, 2023 regular Planning Commission meeting.

Motion to approve the minutes of the August 14, 2023 regular Planning Commission meeting. This motion, made by Vosburg and seconded by Friehe, passed.

Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: ABSENT, Vosburg: YEA  
YEA: 8, NAY: 0, ABSENT: 2

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding the Amendment to the Redevelopment Plan for the Elevate Wellness Redevelopment Project as to its conformity with the general plan for the development of the City as a whole.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding the Amendment to the Redevelopment Plan for the Elevate Wellness Redevelopment Project as to its conformity with the general plan for the development of the City as a whole, with the City Attorney to act as hearing officer. This motion, made by Vosburg and seconded by McDowell, passed.

Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: ABSENT, Vosburg: YEA  
YEA: 8, NAY: 0, ABSENT: 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the September 11, 2023 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages); Exhibit #5 - Amendment to the Redevelopment Plan of the City of McCook, Nebraska - Elevate Wellness Redevelopment Project (12 pages); and Exhibit #6 - proposed Resolution No. PC 2023-06 (2 pages).

City Attorney Mustion accepted Exhibits #1 - #6 into evidence, took comment from staff before taking comment from the public.

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

Commissioner Dueland asked where the city was at on the total allowable percentage of blighted designation. The current percentage is just over 30%.

Emily Young, applicant, was present to address questions from the Commission. She stated that with the addition of five new staff members, they have outgrown their current location, with no room for the expansion.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Mockry, passed.

Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: ABSENT, Vosburg: YEA  
YEA: 8, NAY: 0, ABSENT: 2

2.B. Approve Resolution No. PC 2023-06 making a recommendation to the Community Development Agency and the City Council of the City of McCook, Nebraska, with respect to the Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Elevate Wellness Redevelopment Project.

Motion to approve Resolution No. PC 2023-06 making a recommendation to the Community Development Agency and the City Council of the City of McCook, Nebraska, with respect to the Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Elevate Wellness Redevelopment Project. This motion, made by Vosburg and seconded by McDowell, passed.

Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: ABSENT, Vosburg: YEA  
YEA: 8, NAY: 0, ABSENT: 2

City Manager Schneider informed the Commission that a meeting is tentatively planned for October.

**Adjournment.**

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:39 P.M.

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Lea Ann Doak, City Clerk-Treasurer  
Recording Secretary

**CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 CITY COUNCIL MEETING**

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**ITEM: 3.D.**

Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Benefit Concert to be held at the Red Willow County Fairgrounds Kiplinger Arena, 1412 West 5<sup>th</sup> Street, on October 7, 2023 from 8:00 A.M. to 12:00 A.M.

---

**BACKGROUND:**

Ambriz Ventures 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

September 14, 2023

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

September 14, 2023

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

September 14, 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

Ambriz Ventures, LLC

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

312 Norris Ave, McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

CK #124450

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): 10-07-23 \_\_\_\_\_  
Event Start Time(s): 8:00am \_\_\_\_\_  
Event End Time(s): 12:00am \_\_\_\_\_

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: Kiplinger Arena

Event Street Address/City: 1412 West 5th St., McCook, NE 6900

Indoor area to be licensed in length & width: 130 X 300

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

Type of Event: Benefit Concert Estimate # of attendees: 1,000

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: Andrew Ambriz Event Contact Phone Number: 402-922-0774

Event Contact Email: andrew@sehnerts.com

\*Signature Authorized Representative: Andrew Ambriz Printed Name Andrew Ambriz

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

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

Local Governing Body completes below:

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

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

**CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 CITY COUNCIL MEETING**

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ITEM: **3.E.**

Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for Farrell's Sip 'n Shop event to be held at Farrell's Hallmark Shop, 116 West "B" Street, on November 10, 2023 from 1:00 P.M. to 9:00 P.M.

---

**BACKGROUND:**

Citta' Deli will be catering this event at Farrell's Hallmark Shop. 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

September 14, 2023

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

September 14, 2023

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

September 14, 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

**Citta' Deli, LLC**

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

**110 W 1st Street, McCook NE 69001**

Retail Liquor License Address or Non-Profit Business Address

**121305**

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only **11/10/23**

Event Date(s):

Event Start Time(s): **1pm**

Event End Time(s): **9pm**

Alternate Date: **N/A**

Alternate Location Building & Address:

Event Building Name: **Farrell's Hallmark Shop**

Event Street Address/City: **116 W B St, McCook, NE 69001**

Indoor area to be licensed in length & width: **60** x **80**

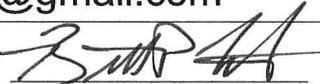
Outdoor area to be licensed in length & width: \_\_\_\_ X \_\_\_\_ (Diagram Form #109 must be attached)

Type of Event: **Farrell's Sip 'n Shop** 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: **Bill Lesko** Event Contact Phone Number: **308-340-6531**

Event Contact Email: **billlesko1@gmail.com**

\*Signature Authorized Representative:  Printed Name **BILL P. LESKO**

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

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

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

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 2022 CITY COUNCIL MEETING

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ITEM: 3.F.

Receive and file the claims for the month of August 2023, published September 19, 2023.

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**BACKGROUND:**

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

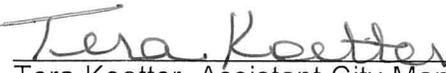
Staff is always available to address any questions that the Council may have regarding a specific claim.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

September 14, 2023

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

September 14, 2023

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

September 14, 2023

CITY OF MCCOOK  
CLAIMS FOR AUGUST 2023

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

20/20 TECHS-SC 4438.25; 7-D LOCKSHOP-S 201.20; ACE-S 2969.60; ACME-S 343.20; AKRS-S 1167.13; AMERICAN AG LAB-SC 2492.43; AMERICAN ELECTRIC-S 81.29; AMERICAN NATIONAL BANK-SC 48729.08; AMERITAS-CLAIMS-SC 2732.24; ANYTIME TRI STATE TOWING-SC 460.50; ARROW CAR WASH-S 94.73; AT&T MOBILITY-SC 524.91; ATR LIGHTING-SC 111.94; AURORA COOP-S 11487.70; AUTOMATIC SYSTEMS-S 525.00; BARCO MUNI-S 282.75, SC 1659.39; SHELLY BERNDT-S 150.00; BEYOND THE OFFICE DOOR-SC 3461.38; BLACK HILLS ENERGY-SC 1609.28; D. BLAKE-S 17.00; BOOKS BY BUSHEL-S 191.65; BRICO PEST CONTROL-S 450.00; BW TELECOM-SC 144.14; C&K-S 257.07; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 2110.14; CARROTHERS CONST-CO 216630.90; CASH WA-S 17925.62; CDW-G-SC 939.55; CENGAGE LEARNING-S 698.38; CENTRAL NE BOBCAT-S 91.13; CENTURY LINK-SC 774.85; CITY OF MCCOOK-PS 609989.76; CITY SELF INS-BT 166893.75; SALES TAX-45749.27; TRANSFER STATION-S 1259.72; UTILITIES-SC 11050.58; CLINE WILLIAMS, WRIGHT JOHNSON-SC 4241.00; CONSOLIDATED MGMT-SC 911.25; CULLIGAN-S 118.00; D & S HARDWARE-SC 752.73; DAS ACCT-SC 979.89, S 66.00; DEMCO-S 275.01; DEVENY-SC 28.40, CO 39794.00; DIAMOND VOGEL-S 408.73; EAKES-S 2482.62, SC 1411.30; ENVIRONMENTAL ANALYSIS-SC 941.60; FASTENAL-S 324.97; FICA-PS 31144.17; FRONTIER COMM-SC 34.19; GALLS-S 126.50; GARRISONS-S 70.00; GERIH CONCRETE-CO 28430.78; GOOGLE SVCS-SC 534.00; GRAHAM TIRE-S 2137.50; GRAINGER-S 774.39; GREAT PLAINS COMM-SC 2780.49; GUYNAN MACHINE-SC 397.78; HALI-BRITE-S 12472.21; HANCOCK LUMBER-S 525.63; HENNING BROS-SC 59.00; HIGH PLAINS RADIO-SC 60.00; HOMETOWN LEASING-SC 9357.83; HORIZON-SC 26582.98; HUSKERS ILLUSTRATED-S 64.95; IDEAL LINEN-S 123.05; ISLAND SPRINKLERS-S 359.79; J BAR J LANDFILL-SC 48886.44; K & C GRAIN-S 35830.27; T KOETTER-SC 134.93; KOHL'S AUTO-S 178.89, SC 19.99; K KORGAN-S 626.00; LNM-SC 22120.00; LNM-UTILITIES-SC 2302.00; LIFE-ASSIST-S 636.55; LYNN PEAVEY-S 225.45; MACQUEEN EQ-S 920.00; MARC-S 1061.97; MARIS

GEN CONST-S 140.94; MARVIN PLANNING-SC 1500.00; MCCOOK EDC-S 27474.93; MC GAZETTE-SC 1135.89, S 155.91; MC HUMANE SOCIETY-S 4432.18; MPPD-SC 2102.06; MC NET SC 69.95; MCKESSON MEDICAL-S 212.13; MEAD-S 80.10; MEDICARE-PS 8670.39; MICROMARKETING-S 3481.46; MIDWEST CONNECT-S 325.35, SC 2030.32; MILLER AND ASSOC-CO 21700.00, SC 155.05; MOUSEL, BROOKS, SCHNEIDER, MUSTION, SCHIFFLET-SC 3688.00; MOTION PIC LICENSING-S 310.20; MUNICIPAL SUPPLY-S 4333.87; N-STANT-SC 4740.22; NDEE-CO 7600.00; NE DEPT REV-SALES TAX-SC 10791.46; NE NOTARY-S 161.00; NE PUBLIC HEALTH-SC 282.00; NEBRASKA TRUCK CENTER-S 1016.25; NEBRASKALAND TIRE-S 724.14, SC 23.99; NEW FRONTIER AG-S 164.48; NEXT GENERATION-SC 109322.75; NICK'S DIST-S 642.73, SC 75.78; NEBRASKA MACHINERY-S 6735.95; NORTH PLATTE TELEGRAPH-S 498.99; NPPD-SC 36962.05; NSI LAB SOLUTIONS-S318.00; O'REILLY-S 90.73; ONE BILLING SOLUTIONS-SC 5174.57; ONE CALL-SC 134.76; PAULSEN, INC-CO S 832.04; PINNACLE-S 15.00; PINPOINT COMM-SC 69.99; PLATTE VALLEY COMM-S 310.00; POAN-SC 257.00; POLEN IMPLEMENT-SC 74450.00; PRIME SOLUTION-CO 317323.08; PROPIO LS-S14.30; PROTEX-S 116.50; QUADIENT FINANCE-S 233.67, SC 766.31; QUALITY MEMORIALS-SC 285.00; QUILL-S 379.07; RAVENSWOOD ELECTRIC-S 1849.81; RED WILLOW CO CRT-SC 34.00; S REICHART-SC 42.00; RUGGLES TRAILER SALES-S 345.00; RUTT'S HEATING & AC-S 2112.00; SANDRY FIRE-SC 959.25; SCHOLASTIC-S 745.25; SEHNERT'S-SC 119.25; SHADES-SC 600.00; J SLATEN-SC 108.00; J SMITH-SC 206.26; SWNAC-S 10.00; SOUTHWEST FARM & AUTO-S 1785.80; STATE OF NE-SC 60.00; TASTE OF HOME-S 83.80; TINKER TOM-S 14.00; TITAN MACHINERY-S 4620.77; UMR-SC 208198.48; US FOODS-S 2073.81; USA BLUEBOOK-SC 79.55; UTILITY REFUNDS-40319.61; VAN DIEST-S 2014.00; VK ELECTRONICS-S 600.00; VOLZ-S 108.00; WALMART-S 583.83; WCNAA-SC 5552.44; WEX BANK-S 15244.51, SC 75.73; YMCA-SC 2500.00; ZOLL-S 207.00.

-s- Lea Ann  
Doak City Clerk

PUBLISH: SEPT 19, 2023

**CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 CITY COUNCIL MEETING**

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**ITEM: 3.G.**

Receive and file the Financial Report for the period ending August 31, 2023.

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**BACKGROUND:**

The Treasurer's Report (Attachment A) gives the beginning cash balances as of October 1, 2022, plus Total (YTD) Receipts, minus Total (YTD) Disbursements, giving the ending cash balance on August 31, 2023.

Per the Banking Services Agreement with McCook National Bank, all funds are deposited into the Public Funds Account at a higher rate of interest. The bank then sweeps in increments of \$100,000 to the Primary Operating Account to cover disbursements as they clear the bank. That is why the Ending Cash Balance in the Primary Operating Account is (\$76,584.68), issued checks had not yet cleared the bank. The Payroll Account is also a sweep account and maintains a \$1,000 balance. The Ending Cash Balance for the Payroll Account is (\$26,892.84), issued pension transfers had not yet cleared the bank.

All of the bank accounts are interest bearing, except the Payroll Account and the Purchase Account. The Purchase Account is our VISA credit card.

Attachment B gives the ending cash balances by fund as of August 31, 2023.

Attachment C is a Financial Summary of Revenue and Expense by Fund for the quarter ending August 31, 2023.

Staff is always available to address any questions that the Council August have. The Department Heads receive monthly financial reports and it is their responsibility to monitor their individual budgets. It is the bottom-line per department that is monitored. If they go over on a line item, that must adjust for it in another line item.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

September 14, 2023

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

September 14, 2023

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

September 14, 2023

# ATTACHMENT

A

City of McCook, Nebraska  
 TREASURER'S REPORT  
 Period Ending August 31, 2023 (unaudited)

Beginning Cash on Hand, October 1, 2022			
McCook National Bank - Public Funds	\$	18,671,683.72	
McCook National Bank - Primary Operating	\$	(335,089.91)	
McCook National Bank - LB840 Funds	\$	1,013,373.90	
McCook National Bank - Payroll	\$	1,000.00	
McCook National Bank - CRA	\$	57.93	
Purchases Account	\$	10,000.00	
Petty Cash	\$	1,150.00	
NDEQ Irrevocable Escrow	\$	84,562.10	
McCook National Bank - Pension	\$	5,343.21	
<b>TOTAL BEGINNING CASH</b>			<b>\$ 19,452,080.95</b>
Receipts:			
Taxes	\$	5,733,055.25	
Fees, Permits and Licenses	\$	507,088.02	
Intergovernmental Services	\$	1,731,372.72	
Charges - Current Services	\$	1,969,152.83	
Public Utilities	\$	3,645,746.92	
Use of Money & Property	\$	2,422,589.39	
Interfund Transfers	\$	4,387,890.15	
Other Revenue	\$	7,921,796.90	
Unapplied/Accounts Payable	\$	1,574.12	
<b>PLUS TOTAL RECEIPTS</b>			<b>\$ 28,320,266.30</b>
Disbursements:			
Personal Services	\$	7,048,276.82	
Supplies	\$	1,699,978.20	
Services & Charges	\$	7,067,603.17	
Budget Transfers	\$	3,071,037.90	
Capital Outlay	\$	2,612,787.67	
Unapplied/Accounts Payable	\$	1,319.13	
<b>MINUS TOTAL DISBURSEMENTS</b>			<b>\$ 21,501,002.89</b>
Ending Cash Balance August 31, 2023			
McCook National Bank - Public Funds	\$	25,001,966.78	
McCook National Bank - Primary Operating	\$	(76,584.68)	
McCook National Bank - LB840 Funds	\$	1,266,605.78	
McCook National Bank - Payroll	\$	(26,892.84)	
McCook National Bank - CRA	\$	57.93	
Petty Cash	\$	1,150.00	
Purchase Account	\$	10,000.00	
NDEQ Irrevocable Escrow	\$	88,908.39	
McCook National Bank - Pension	\$	6,133.00	
<b>TOTAL ENDING CASH</b>	\$	26,271,344.36	<b>\$ 26,271,344.36</b>

Dated: August 31, 2023

-s- Lea Ann Doak, City Clerk

# ATTACHMENT

## B

City of McCook, Nebraska  
TREASURER'S REPORT  
CASH BALANCE BY FUNDS  
Period Ending August 31, 2023 (unaudited)

Beginning Cash on Hand, October 1, 2022	Beginning Cash	YTD Revenue	YTD Expenditures	Ending Cash
General Fund - 10	\$ 3,575,164.58	\$ 7,936,846.11	\$ 8,049,992.32	\$ 3,462,018.37
General Fund Unapplied/Accts. Payable	\$ 2,519.00	\$ 1,604.00	\$ 1,138.29	\$ 2,984.71
Street Fund - 15	\$ 427,843.11	\$ 200,247.15	\$ 88,000.00	\$ 540,090.26
Special Revenue - 20	\$ 1,799,787.84	\$ 6,614,530.95	\$ 1,181,149.64	\$ 7,233,169.15
Special Revenue Unapplied/Accts. Payable	\$ -		\$ -	\$ -
Debt Service - 30	\$ 398,745.43	\$ 13,333.00	\$ -	\$ 412,078.43
Community Redevelopment Authority - 40	\$ 72,946.36	\$ 417,302.62	\$ 401,358.67	\$ 88,890.31
Economic Development Fund - 45	\$ 1,013,373.90	\$ 592,667.00	\$ 339,435.12	\$ 1,266,605.78
Pension Trust - 50	\$ 5,343.21	\$ 18,090.92	\$ 17,301.13	\$ 6,133.00
Trust & Agency - 60	\$ 357,584.48	\$ 162,680.35	\$ 153,952.91	\$ 366,311.92
Internal Service Fund - 65	\$ 950,039.53	\$ 2,609,835.22	\$ 2,511,441.38	\$ 1,048,433.37
Enterprise Fund - 70	\$ 10,115,278.54	\$ 8,869,225.77	\$ 8,499,805.86	\$ 10,484,698.45
Enterprise Fund Unapplied/Accts. Payable	\$ 254.80	\$ (29.88)	\$ 180.84	\$ 44.08
Capital Improvement - 80	\$ 733,200.17	\$ 883,933.09	\$ 257,246.73	\$ 1,359,886.53
<b>BALANCES</b>	<b>\$ 19,452,080.95</b>	<b>\$ 28,320,266.30</b>	<b>\$ 21,501,002.89</b>	<b>\$ 26,271,344.36</b>

Dated: August 31, 2023

-s- Lea Ann Doak, City Clerk

# ATTACHMENT C

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: AUGUST 31ST, 2023

10 -GENERAL FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
GENERAL REVENUE	10,577,173	10,577,173	560,735.42	7,793,334.69	7,190,266.87	2,783,838.31	26.32
RESERVES/CO TREASURER BAL	<u>1,798,887</u>	<u>1,798,887</u>	<u>17,167.42</u>	<u>143,511.42</u>	<u>217,065.96</u>	<u>1,655,375.58</u>	<u>92.02</u>
TOTAL REVENUES	<u>12,376,060</u>	<u>12,376,060</u>	<u>577,902.84</u>	<u>7,936,846.11</u>	<u>7,407,332.83</u>	<u>4,439,213.89</u>	<u>35.87</u>
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	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ADMINISTRATION	791,193	791,193	100,297.38	675,623.53	552,104.30	115,569.47	14.61
PUBLICITY	8,750	8,750	94.74	5,134.28	4,179.99	3,615.72	41.32
AUDITORIUM	52,201	52,201	2,845.28	42,761.45	44,136.09	9,439.55	18.08
COUNCIL	574,381	574,381	14,457.86	333,713.27	223,007.43	240,667.73	41.90
POLICE	2,280,517	2,280,517	232,380.12	1,824,107.47	1,669,471.28	456,409.53	20.01
MUNICIPAL CENTER	102,694	102,694	7,576.86	102,888.01	89,505.92	194.01	0.19
FIRE	2,479,053	2,479,053	113,751.09	1,359,145.86	1,081,450.44	1,119,907.14	45.17
AMBULANCE	181,576	181,576	9,742.25	150,442.06	133,893.95	31,133.94	17.15
CIVIL DEFENSE	9,709	9,709	31.58	5,499.58	5,037.38	4,209.42	43.36
BUILDING & ZONING	101,414	101,414	11,554.84	92,016.23	86,966.33	9,397.77	9.27
LIBRARY	377,218	377,218	34,634.98	333,857.01	306,520.84	43,360.99	11.49
STREET	1,143,869	1,143,869	86,358.24	1,000,748.07	894,028.17	143,120.93	12.51
CEMETERY	255,032	255,032	15,246.79	201,849.43	204,622.81	53,182.57	20.85
PARKS	266,425	266,425	29,470.01	223,793.83	240,088.43	42,631.17	16.00
BALL PARKS	129,638	129,638	11,062.35	97,679.96	133,666.10	31,958.04	24.65
POOL	13,372	13,372	2,630.44	5,793.61	4,496.48	7,578.39	56.67
AIRPORT	176,011	176,011	24,424.07	151,987.98	125,517.07	24,023.02	13.65
UNEMPLOYMENT	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
UNCOLLECTABLE TAX	16,000	16,000	288.50	11,675.41	11,301.20	4,324.59	27.03
SENIOR CENTER	509,676	509,676	52,062.41	433,518.81	397,239.36	76,157.19	14.94
PUBLIC TRANSPORTATION	197,007	197,007	16,114.55	168,272.51	163,501.03	28,734.49	14.59
HEALTH OPERATING	861,250	861,250	71,771.00	789,481.00	721,484.50	71,769.00	8.33
RESERVES/CO TREASURER BAL	<u>623,887</u>	<u>623,887</u>	<u>1,659.39</u>	<u>40,002.96</u>	<u>188,869.68</u>	<u>583,884.04</u>	<u>93.59</u>
TOTAL EXPENDITURES	<u>11,160,873</u>	<u>11,160,873</u>	<u>838,454.73</u>	<u>8,049,992.32</u>	<u>7,281,088.78</u>	<u>3,110,880.68</u>	<u>27.87</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	1,215,187	1,215,187	(260,551.89)	(113,146.21)	126,244.05	1,328,333.21	109.31

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: AUGUST 31ST, 2023

15 -STREET FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
STREET IMPROVEMENTS	<u>575,602</u>	<u>575,602</u>	<u>1,873.00</u>	<u>200,247.15</u>	<u>151,024.02</u>	<u>375,354.85</u>	<u>65.21</u>
TOTAL REVENUES	<u>575,602</u>	<u>575,602</u>	<u>1,873.00</u>	<u>200,247.15</u>	<u>151,024.02</u>	<u>375,354.85</u>	<u>65.21</u>
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
STREET IMPROVEMENTS	<u>575,602</u>	<u>575,602</u>	<u>0.00</u>	<u>88,000.00</u>	<u>2,000.00</u>	<u>487,602.00</u>	<u>84.71</u>
TOTAL EXPENDITURES	<u>575,602</u>	<u>575,602</u>	<u>0.00</u>	<u>88,000.00</u>	<u>2,000.00</u>	<u>487,602.00</u>	<u>84.71</u>
REVENUES OVER/(UNDER) EXPENDITURES	0	0	1,873.00	112,247.15	149,024.02 (	112,247.15)	0.00

CITY OF MCCOOK  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: AUGUST 31ST, 2023

20 -SPECIAL REVENUE  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
FAA GRANTS	129,711	129,711	0.00	39,887.00	211,382.20	89,824.00	69.25
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	0.00	18,709.70	66,000.00	100.00
ACE REVENUE SHARING	23,939	23,939	9.00	11,650.00	9,228.00	12,289.00	51.33
MCCOOK RECREATIONAL TRAIL	54,272	54,272	199.00	1,821.00	302.00	52,451.00	96.64
CCCCFF GRANT-SWIMMING POOL	11,718	11,718	0.00	2,625.00	0.00	9,093.00	77.60
MCCOOK COMM FOUNDATION	0	0	0.00	25,000.00	0.00	( 25,000.00)	0.00
COVID-19 CARES ACT	122,729	122,729	526.00	11,795.61	43,252.32	110,933.39	90.39
ENHANCED E911	45,353	45,353	1,178.00	20,283.68	26,899.34	25,069.32	55.28
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	0.00	0.00	0.00
INSURANCE REIMBURSEMENT	465,025	465,025	1,519.00	14,713.00	13,728.25	450,312.00	96.84
PSAP FUNDS	137,722	137,722	4,088.98	43,640.30	71,368.87	94,081.70	68.31
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AME RESCUE PLAN ACT-ARPA	921,716	921,716	1,113.00	25,817.00	702,912.68	895,899.00	97.20
BIRDELLA NELSON TECH CTR	0	0	0.00	16,620.06	0.00	( 16,620.06)	0.00
SWIMMING POOL PROJECT	0	0	6,400.678.30	6,400.678.30	0.00	( 6,400.678.30)	0.00
<b>TOTAL REVENUES</b>	<b>2,017,612</b>	<b>2,017,612</b>	<b>6,409,311.28</b>	<b>6,614,530.95</b>	<b>1,097,783.36</b>	<b>( 4,596,918.95)</b>	<b>227.84-</b>
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	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	129,711	129,711	0.00	32,497.63	183,962.93	97,213.37	74.95
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	0.00	18,709.70	66,000.00	100.00
ACE REVENUE SHARING	23,939	23,939	0.00	5,389.00	18,960.00	18,550.00	77.49
MCCOOK RECREATIONAL TRAIL	54,272	54,272	0.00	0.00	0.00	54,272.00	100.00
CCCCFF GRANT-SWIMMING POOL	11,718	11,718	0.00	1,331.25	1,293.75	10,386.75	88.64
MCCOOK COMM FOUNDATION	0	0	0.00	25,000.00	0.00	( 25,000.00)	0.00
COVID-19 CARES ACT	122,729	122,729	( 18,785.05)	21,558.57	524,466.27	101,170.43	82.43
ENHANCED E911	45,353	45,353	3,461.38	15,825.49	151,150.46	29,527.51	65.11
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	0.00	0.00	0.00
INSURANCE REIMBURSEMENT	465,025	465,025	0.00	51,910.25	9,251.00	413,114.75	88.84
PSAP FUNDS	137,722	137,722	1,521.09	74,390.64	62,326.83	63,331.36	45.98
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AME RESCUE PLAN ACT-ARPA	921,716	921,716	336,108.13	626,392.77	416,418.21	295,323.23	32.04
BIRDELLA NELSON TECH CTR	0	0	0.00	22,203.14	2,117.47	( 22,203.14)	0.00
SWIMMING POOL PROJECT	0	0	304,650.90	304,650.90	0.00	( 304,650.90)	0.00
<b>TOTAL EXPENDITURES</b>	<b>2,017,612</b>	<b>2,017,612</b>	<b>626,956.45</b>	<b>1,181,149.64</b>	<b>1,388,656.62</b>	<b>836,462.36</b>	<b>41.46</b>
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REVENUES OVER/(UNDER) EXPENDITURES	0	0	5,782,354.83	5,433,381.31	( 290,873.26)	( 5,433,381.31)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: AUGUST 31ST, 2023

30 -DEBT SERVICE  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	397,286	397,286	1,432.00	13,333.00	2,214.00	383,953.00	96.64
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	397,286	397,286	1,432.00	13,333.00	2,214.00	383,953.00	96.64
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	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	397,286	397,286	0.00	0.00	122.84	397,286.00	100.00
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	397,286	397,286	0.00	0.00	122.84	397,286.00	100.00
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REVENUES OVER/(UNDER) EXPENDITURES	0	0	1,432.00	13,333.00	2,091.16 (	13,333.00)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: AUGUST 31ST, 2023

40 -COMMUNITY DEVELOPMENT  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	27,474.93	28,587.79	3,525.07	11.37
CITY INVESTMENTS	72,602	72,602	285.00	9,889.00	404.00	62,713.00	86.38
NORTH POINTE	30,000	30,000	1,718.35	34,916.23	23,418.98 (	4,916.23)	16.39-
CLARY VILLAGE LLC	9,500	9,500	0.00	3,950.91	4,561.42	5,549.09	58.41
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	26,582.98	27,614.18	33,417.02	55.70
QUILLAN COURTS	15,000	15,000	0.00	4,610.18	7,304.02	10,389.82	69.27
MCCOOK LODGING/HOLIDAY I	100,000	100,000	0.00	94,052.91	50,620.97	5,947.09	5.95
NEXT GENERATION	220,000	220,000	0.00	210,895.38	113,563.63	9,104.62	4.14
N-STANT CONVENIENCE	20,000	20,000	0.00	4,740.22	0.00	15,259.78	76.30
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	189.88	0.00	199,810.12	99.91
TOTAL REVENUES	758,102	758,102	2,003.35	417,302.62	256,074.99	340,799.38	44.95
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	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
KEYSTONE BUS CENTER PROJ	31,000	31,000	27,474.93	27,474.93	28,587.79	3,525.07	11.37
CITY INVESTMENTS	72,602	72,602	0.00	0.00	0.00	72,602.00	100.00
NORTH POINTE	30,000	30,000	25,379.83	33,197.88	21,508.66 (	3,197.88)	10.66-
CLARY VILLAGE LLC	9,500	9,500	3,950.91	3,950.91	4,561.42	5,549.09	58.41
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	26,582.98	26,582.98	27,614.18	33,417.02	55.70
QUILLAN COURTS	15,000	15,000	0.00	463.46	6,420.15	14,536.54	96.91
MCCOOK LODGING/HOLIDAY I	100,000	100,000	48,729.08	94,052.91	50,620.97	5,947.09	5.95
NEXT GENERATION	220,000	220,000	109,322.75	210,895.38	113,563.63	9,104.62	4.14
N-STANT CONVENIENCE	20,000	20,000	4,740.22	4,740.22	0.00	15,259.78	76.30
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
TOTAL EXPENDITURES	758,102	758,102	246,180.70	401,358.67	252,876.80	356,743.33	47.06
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0 (	244,177.35)	15,943.95	3,198.19 (	15,943.95)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: AUGUST 31ST, 2023

45 -ECONOMIC DEVELOPMENT FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
ECONOMIC DEVELOPMENT FUN	<u>1,554,742</u>	<u>1,554,742</u>	<u>85,116.51</u>	<u>592,667.00</u>	<u>543,927.44</u>	<u>962,075.00</u>	<u>61.88</u>
TOTAL REVENUES	<u>1,554,742</u>	<u>1,554,742</u>	<u>85,116.51</u>	<u>592,667.00</u>	<u>543,927.44</u>	<u>962,075.00</u>	<u>61.88</u>
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	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ECONOMIC DEVELOPMENT FUN	<u>1,554,742</u>	<u>1,554,742</u>	<u>39,226.67</u>	<u>339,435.12</u>	<u>457,607.00</u>	<u>1,215,306.88</u>	<u>78.17</u>
TOTAL EXPENDITURES	<u>1,554,742</u>	<u>1,554,742</u>	<u>39,226.67</u>	<u>339,435.12</u>	<u>457,607.00</u>	<u>1,215,306.88</u>	<u>78.17</u>
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REVENUES OVER/(UNDER) EXPENDITURES	0	0	45,889.84	253,231.88	86,320.44 (	253,231.88)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: AUGUST 31ST, 2023

50 -PENSION TRUST  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
POLICE OFFICER DISABILIT	23,343	23,343	7.03	18,090.92	19,004.12	5,252.08	22.50
TOTAL REVENUES	23,343	23,343	7.03	18,090.92	19,004.12	5,252.08	22.50
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	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
POLICE OFFICER DISABILIT	23,343	23,343	1,572.83	17,301.13	17,300.60	6,041.87	25.88
TOTAL EXPENDITURES	23,343	23,343	1,572.83	17,301.13	17,300.60	6,041.87	25.88
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REVENUES OVER/(UNDER) EXPENDITURES	0	0	( 1,565.80)	789.79	1,703.52	( 789.79)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: AUGUST 31ST, 2023

60 -AGENCY FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
PERPETUAL CARE	164,975	164,975	492.00	9,637.00	7,187.00	155,338.00	94.16
SENIOR CENTER CONTRIBUTIO	83,101	83,101	420.00	18,173.00	8,967.25	64,928.00	78.13
SCHOOL	8,050	8,050	175.00	6,502.50	6,725.00	1,547.50	19.22
FIRE CONTRIBUTIONS	7,793	7,793	260.00	14,479.76	658.06 (	6,686.76)	85.80-
LIBRARY MEMORIAL	54,658	54,658	0.00	13,075.00	22,490.00	41,583.00	76.08
COMMUNITY BETTERMENT	135,915	135,915	5,787.23	77,664.10	89,313.86	58,250.90	42.86
DARE CONTRIBUTIONS	1,776	1,776	0.00	2,226.50	1,184.66 (	450.50)	25.37-
PUBLIC WORKS CONTRIBUTION	6,994	6,994	0.00	1,246.05	0.00	5,747.95	82.18
AMBULANCE CONTRIBUTIONS	9,801	9,801	458.00	2,658.00	13,020.00	7,143.00	72.88
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	4,715	4,715	165.51	16,918.44	2,750.38 (	12,203.44)	258.82-
FIRE TRAINING TRAILER	14,500	14,500	0.00	100.00	10,000.00	14,400.00	99.31
<b>TOTAL REVENUES</b>	<b>496,594</b>	<b>496,594</b>	<b>7,757.74</b>	<b>162,680.35</b>	<b>162,296.21</b>	<b>333,913.65</b>	<b>67.24</b>
<hr/>							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
PERPETUAL CARE	164,975	164,975	0.00	28,183.52	0.00	136,791.48	82.92
SENIOR CENTER CONTRIBUTIO	83,101	83,101	0.00	4,628.52	1,571.96	78,472.48	94.43
SCHOOL	8,050	8,050	0.00	6,327.50	6,725.00	1,722.50	21.40
FIRE CONTRIBUTIONS	7,793	7,793	0.00	15,272.37	1,497.61 (	7,479.37)	95.98-
LIBRARY MEMORIAL	54,658	54,658	55.01	4,753.01	13,682.88	49,904.99	91.30
COMMUNITY BETTERMENT	135,915	135,915	6,250.00	93,205.00	91,273.00	42,710.00	31.42
DARE CONTRIBUTIONS	1,776	1,776	0.00	1,342.33	2,063.44	433.67	24.42
PUBLIC WORKS CONTRIBUTION	6,994	6,994	0.00	870.00	0.00	6,124.00	87.56
AMBULANCE CONTRIBUTIONS	9,801	9,801	0.00	225.00	15,250.00	9,576.00	97.70
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	4,715	4,715	0.00 (	1,106.09)	0.00	5,821.09	123.46
FIRE TRAINING TRAILER	14,500	14,500	0.00	251.75	0.00	14,248.25	98.26
<b>TOTAL EXPENDITURES</b>	<b>496,594</b>	<b>496,594</b>	<b>6,305.01</b>	<b>153,952.91</b>	<b>132,063.89</b>	<b>342,641.09</b>	<b>69.00</b>
<hr/>							
REVENUES OVER/(UNDER) EXPENDITURES	0	0	1,452.73	8,727.44	30,232.32 (	8,727.44)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: AUGUST 31ST, 2023

65 -INTERNAL SERVICE FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
FLEX DEPENDENT CARE	10,729	10,729	0.00	1,152.00	4,148.34	9,577.00	89.26
FLEX - MEDICAL	60,056	60,056	4,307.52	34,283.88	33,935.42	25,772.12	42.91
SELF INSURED HEALTH INSUR	<u>2,705,527</u>	<u>2,705,527</u>	<u>216,204.99</u>	<u>2,574,399.34</u>	<u>2,459,185.83</u>	<u>131,127.66</u>	<u>4.85</u>
TOTAL REVENUES	<u>2,776,312</u>	<u>2,776,312</u>	<u>220,512.51</u>	<u>2,609,835.22</u>	<u>2,497,269.59</u>	<u>166,476.78</u>	<u>6.00</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FLEX DEPENDENT CARE	10,729	10,729	0.00	2,092.00	3,938.42	8,637.00	80.50
FLEX - MEDICAL	60,056	60,056	2,605.85	41,047.20	37,252.46	19,008.80	31.65
SELF INSURED HEALTH INSUR	<u>2,705,527</u>	<u>2,705,527</u>	<u>208,324.87</u>	<u>2,468,302.18</u>	<u>1,852,141.97</u>	<u>237,224.82</u>	<u>8.77</u>
TOTAL EXPENDITURES	<u>2,776,312</u>	<u>2,776,312</u>	<u>210,930.72</u>	<u>2,511,441.38</u>	<u>1,893,332.85</u>	<u>264,870.62</u>	<u>9.54</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	9,581.79	98,393.84	603,936.74 (	98,393.84)	0.00

CITY OF MCCOOK  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: AUGUST 31ST, 2023

70 -ENTERPRISE FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
SOLID WASTE-LANDFILL POST	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE - RECYCLING	320,800	320,800	6,437.81	82,537.91	86,748.05	238,262.09	74.27
SOLID WASTE - COLLECTION	1,066,154	1,066,154	77,379.84	833,241.83	762,938.11	232,912.17	21.85
SOLID WASTE - TRANSFER ST LANDFILL RESERVE	1,475,222	1,475,222	121,108.04	1,118,815.71	986,002.34	356,406.29	24.16
SOLID WASTE - DISPOSAL	871,162	871,162	9,464.00	100,218.00	72,997.00	770,944.00	88.50
WATER MAINTENANCE & OPERA	464,160	464,160	0.00	351,951.63	316,565.06	112,208.37	24.17
WATER BOND & INTEREST RED	5,013,617	5,013,617	259,007.82	2,330,974.53	2,345,355.67	2,682,642.47	53.51
WATER CAPITAL - REPLACEME	1,245,246	1,245,246	34,133.00	371,678.00	407,524.00	873,568.00	70.15
WATER CAPITAL - DEVELOPME	4,859,232	4,859,232	40,863.00	430,237.00	1,022,839.00	4,428,995.00	91.15
WATER QUALITY SOLUTION	0	0	0.00	0.00	0.00	0.00	0.00
SEWER MAINTENANCE & OPERA	171,290	171,290	747.06	6,675.39	1,012.00	164,614.61	96.10
SEWER BOND & INTEREST RES	2,995,043	2,995,043	115,660.74	1,590,578.50	1,512,533.74	1,404,464.50	46.89
SEWER CAPITAL - REPLACEME	122,729	122,729	440.00	4,113.00	684.00	118,616.00	96.65
SEWER CAPITAL - DEVELOPME	3,131,593	3,131,593	41,335.00	449,604.00	439,688.00	2,681,989.00	85.64
COMBINED UTILITIES	1,361	1,361	9.00	64.00	8.00	1,297.00	95.30
ELECTRIC UTILITY	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
TOTAL REVENUES	<u>1,330,000</u>	<u>1,330,000</u>	<u>131,664.21</u>	<u>1,198,536.27</u>	<u>1,217,078.97</u>	<u>131,463.73</u>	<u>9.88</u>
	23,568,455	23,568,455	838,249.52	8,869,225.77	9,171,973.94	14,699,229.23	62.37
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
SOLID WASTE-LANDFILL POST	14,550	14,550	0.00	7,833.67	7,194.24	6,716.33	46.16
SOLID WASTE - RECYCLING	364,340	364,340	13,896.20	114,861.16	104,369.75	249,478.84	68.47
SOLID WASTE - COLLECTION	1,066,154	1,066,154	67,552.57	786,026.52	751,950.31	280,127.48	26.27
SOLID WASTE - TRANSFER ST LANDFILL RESERVE	1,417,132	1,417,132	85,343.04	1,033,555.69	971,720.61	383,576.31	27.07
SOLID WASTE - DISPOSAL	871,162	871,162	74,465.00	74,465.00	0.00	796,697.00	91.45
WATER MAINTENANCE & OPERA	464,160	464,160	31,229.58	384,431.21	317,815.06	79,728.79	17.18
WATER BOND & INTEREST RED	5,013,617	5,013,617	225,533.31	2,709,244.95	2,117,767.30	2,304,372.05	45.96
WATER CAPITAL - REPLACEME	1,245,246	1,245,246	0.00	440,239.85	445,771.46	805,006.15	64.65
WATER CAPITAL - DEVELOPME	4,859,232	4,859,232	21,700.00	240,156.84	572,052.19	4,619,075.16	95.06
WATER QUALITY SOLUTION	0	0	0.00	0.00	0.00	0.00	0.00
SEWER MAINTENANCE & OPERA	171,290	171,290	0.00	0.00	0.00	171,290.00	100.00
SEWER BOND & INTEREST RES	2,995,043	2,995,043	117,643.38	1,205,119.60	1,179,315.47	1,789,923.40	59.76
SEWER CAPITAL - REPLACEME	122,729	122,729	0.00	0.00	0.00	122,729.00	100.00
SEWER CAPITAL - DEVELOPME	3,131,593	3,131,593	19,730.78	305,335.10	329,239.52	2,826,257.90	90.25
COMBINED UTILITIES	1,361	1,361	0.00	0.00	0.00	1,361.00	100.00
ELECTRIC UTILITY	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
TOTAL EXPENDITURES	<u>1,330,000</u>	<u>1,330,000</u>	<u>131,664.21</u>	<u>1,198,536.27</u>	<u>1,217,078.97</u>	<u>131,463.73</u>	<u>9.88</u>
	23,568,455	23,568,455	788,758.07	8,499,805.86	8,014,274.88	15,068,649.14	63.94
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	49,491.45	369,419.91	1,157,699.06	(369,419.91)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: AUGUST 31ST, 2023

80 -CAPITAL IMPROVEMENTS FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
2022 RECREATION BOND	0	0	( 441,997.85)	266,231.46	0.00	( 266,231.46)	0.00
CAPITAL IMPROVE 2018	798,957	798,957	55,628.33	603,256.63	590,540.63	195,700.37	24.49
CAPITAL IMPROVE PRE 2018	<u>440,196</u>	<u>440,196</u>	<u>1,527.00</u>	<u>14,445.00</u>	<u>2,330.00</u>	<u>425,751.00</u>	<u>96.72</u>
TOTAL REVENUES	1,239,153	1,239,153	( 384,842.52)	883,933.09	592,870.63	355,219.91	28.67
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
2022 RECREATION BOND	0	0	( 80,420.00)	7,600.00	0.00	( 7,600.00)	0.00
CAPITAL IMPROVE 2018	798,957	798,957	8,700.00	232,705.04	731,778.15	566,251.96	70.87
CAPITAL IMPROVE PRE 2018	<u>440,196</u>	<u>440,196</u>	<u>35.27</u>	<u>16,941.69</u>	<u>801.36</u>	<u>423,254.31</u>	<u>96.15</u>
TOTAL EXPENDITURES	1,239,153	1,239,153	( 71,684.73)	257,246.73	732,579.51	981,906.27	79.24
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	( 313,157.79)	626,686.36	( 139,708.88)	( 626,686.36)	0.00

**CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 MCCOOK CITY COUNCIL MEETING**

**3.H.**  
ITEM NO.      Approve a Memorandum of Understanding, temporarily modifying the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2020 to September 30, 2025, authorizing a maximum cost of living increase of 4.5% for Fiscal Year 2023-2024, and authorize the Mayor to sign said agreement.

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**BACKGROUND:**

As discussed during earlier budget meetings held by the City Council, staff proposes increasing the cost of living ceiling for the Firefighters and Lieutenants Collective Bargaining Unit members for upcoming Fiscal Year 23-24. Currently, the cost of living ceiling is 4%. It is recommended that the ceiling be adjusted to 4.5% for this upcoming fiscal year. By making the adjustment, all city employees will be treated similarly for the purpose of cost of living adjustments. It is important to make this adjustment in order to keep up with inflationary forces. If the adjustment is not made, a larger increase may be recognized upon conclusion of the upcoming wage study. It is anticipated that the wage increase will impact the budget by approximately \$3,500.

**APPROVALS:**

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

September 14, 2023

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

September 14, 2023

**The MOU will be available at Monday's meeting. The two groups need to accept and sign the MOU.**

CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 CITY COUNCIL MEETING

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ITEM: 4.A.

Approve Ordinance No. 2023-3070 providing for the adoption of the budget for FY 2023/2024 on its third and final reading.

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**BACKGROUND:**

Ordinance No. 2023-3070, provides for the adoption of the budget for Fiscal Year 2023/2024 after discussion and consideration by the Council.

**FISCAL  
IMPACT:** None.

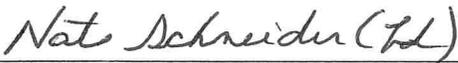
**APPROVALS:**

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

September 14, 2023

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

September 14, 2023

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

September 14, 2023

**ORDINANCE NO. 2023-3070**

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2023, through September 30, 2024. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of McCook. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and the County Clerk of Red Willow County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

-s- Linda Taylor, Ex-officio Mayor  
and President of the Council

ATTEST:

-s- Lea Ann Doak  
City Clerk

CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 CITY COUNCIL MEETING

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ITEM: **4.B.**

Approve Ordinance No. 2023-3071 providing for the adoption of the FY 2023/2024 Fiscal Year Employee Classification Pay Plan on its third and final reading.

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**BACKGROUND:**

The attached ordinance provides for the adoption of the Employee Classification and Pay Plan for Fiscal Year 2023/2024.

**FISCAL  
IMPACT:** None.

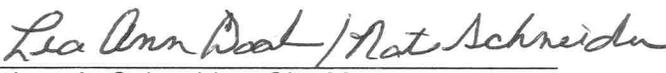
**APPROVALS:**

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

September 14, 2023

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

September 14, 2023

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

September 14, 2023

**ORDINANCE NO. 2023-3071**

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2023/2024 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR 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 2023/2024 Employee Classification and Pay Plan shall be and is hereby adopted. Said Classification and Pay Plan is incorporated herein by reference the same as if set out in full. A copy of the Classification and Pay Plan shall be on file in the office of the City Clerk and is available for public inspection at any reasonable time. (Ref. City of McCook Code of Ordinances, § 30.075).

SECTION 2. The Employee Classification and Pay Plan shall be effective October 1, 2023.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

-s- Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

-s- Lea Ann Doak  
City Clerk

Publish:

**CITY OF MCCOOK  
CLASSIFICATION AND PAY PLAN  
FY 2023-2024**

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>			<u>12-MONTH ANNUAL RANGE</u>
(S1)	Pool Basket Help				
(S2T)	Temporary Seasonal - work less than 90-Days Part-Time Laborer Maintenance Man Part-Time Clerical	12.000	-	14.000	
(S4)	Pool Seasonal/Seasonal II Pool Manager Seasonal II Assistant Pool Manager Pool Guard	12.000	-	16.000	
		12.000	-	14.000	
		12.000	-	14.000	
(3P)	Permanent Part-Time (No annual range adjustment - employees eligible for annual COLA & merit) Part-Time Clerical Part-Time Transit Driver Senior Center Aide Part-Time Custodian/Maintenance	12.000	-	17.000	
(100)	Public Transportation Driver	14.097	-	19.943	29,322 - 41,480
(105)	Full-Time Custodial/Maintenance	14.542	-	21.838	30,248 - 45,424
(110)	Assistant Cook	14.872	-	19.553	30,935 - 40,669
(115)	Clerk II (Public Transit Dispatcher)	15.832	-	21.779	32,931 - 45,302

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>			<u>12-MONTH ANNUAL RANGE</u>
(120)	Head Cook	16.020	-	23.836	33,322 - 49,580
(125)	Laborer I Equipment Operator I	16.395	-	23.291	34,100 - 48,444
(130)	Transfer Station Assistant	16.667	-	21.644	34,667 - 45,020
(135)	Circulation Librarian	16.985	-	22.347	35,329 - 46,482
(140)	Public Safety Office Assistant Office Assistant	16.850	-	22.688	35,047 - 47,191
(145)	Disposal Plant Operator I	17.564	-	24.120	36,533 - 50,168
(150)	Catalogue/Media Librarian	17.766	-	23.336	36,954 - 48,538
(155)	Administrative Assistant	17.445	-	23.617	36,286 - 49,123
(160)	Laborer II	18.087	-	23.858	37,621 - 49,626
(165)	Equipment Operator II	18.030	-	24.131	37,503 - 50,193
(170)	Refuse Collection Driver	18.064	-	24.076	37,573 - 50,078
(175)	Utility Service Technician I	18.144	-	24.506	37,739 - 50,972
(180)	Juvenile Services Librarian	18.144	-	25.063	37,739 - 52,131
(185)	Disposal Plant Operator II	19.310	-	25.074	40,164 - 52,154
(190)	Assistant Mechanic	19.734	-	27.756	41,047 - 57,732
(195)	Chief Dispatcher	19.950	-	25.450	41,497 - 52,934

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>			<u>12-MONTH ANNUAL RANGE</u>
(200)	Equipment Operator III Tractor-Trailer Operator Financial Administrative Assistant E911 Office Coordinator	19.507	-	26.303	40,574 - 54,709
(205)	Utility Service Technician II	20.383	-	27.528	42,396 - 57,261
(210)	Cemetery Sexton	21.700	-	28.176	45,138 - 58,607
(215)	Disposal Plant Operator III Water Plant Operator I	21.054	-	28.212	43,791 - 58,680
(220)	Equipment Operator/Groundskeeper II - Parks Equipment Operator/Groundskeeper II - Street	21.041	-	28.641	43,765 - 59,574
(225)	Mechanic	20.803	-	29.085	43,270 - 60,497
(230)	Airport Maintenance Operator	25.117	-	32.308	52,243 - 67,202
(235)	Deputy City Clerk Human Resource Coordinator	21.791	-	33.436	45,326 - 69,923
(240)	Water Plant Operator II	24.291	-	32.630	50,526 - 67,870
(245)	Laborer Foreman	25.552	-	32.955	53,149 - 68,547
(250)	Building Inspector/Code Compliance Officer	26.620	-	35.060	55,370 - 72,924
(255)	Police Sergeant (42 hour) Sergeant/Patrol Supervisor	27.154	-	36.198	59,305 - 79,055

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(260)	Library Director Senior Services Director Public Works Superintendent Solid Waste Superintendent Wastewater Superintendent Water Superintendent	30.073 - 39.027	62,553 - 81,176
(265)	City Clerk/Treasurer Assistant City Manager	32.994 - 47.094	68,626 - 97,955
(270)	Utilities Director	37.038 - 49.786	77,039 - 103,553
(275)	Public Works Director	37.947 - 52.092	78,930 - 108,351
(280)	Fire Chief Chief of Police	38.209 - 51.592	79,474 - 107,311

NOTE: 20 hour/week = 1,040 hour/year  
30 hour/week = 1,560 hour/year  
40 hour/week = 2,080 hour/year  
42 hour/week = 2,184 hour/year  
56 hour/week = 2,912 hour/year

**Police Officers/Detectives/Dispatchers - Union Contract**

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
10/1/2023 - 9/30/2024								
Police Officers	\$ 22.110	\$ 23.051	\$ 24.088	\$ 25.171	\$ 26.304	\$ 27.619	\$ 29.001	\$ 30.451
Detectives	\$ 25.128	\$ 26.133	\$ 27.178	\$ 28.266	\$ 29.396	\$ 30.573	\$ 31.949	\$ 33.465
Dispatchers	\$ 18.084	\$ 18.703	\$ 19.344	\$ 20.010	\$ 20.698	\$ 21.433	\$ 22.197	\$ 23.030

**Firefighter/Paramedic - Union Contract 4.5%**

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2023 - 9/30/2024	\$ 17.721	\$ 18.459	\$ 18.987	\$ 19.655	\$ 20.360	\$ 21.053	\$ 21.793	\$ 22.552	\$ 23.340	\$ 24.152	\$ 24.998

The pay grid above is for figherfighters/paradedics. New employees hired as firefighter/AEMT will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT will receive 12.5% less than the salaries shown on this pay grid. New employees hired as firefighters will receive 12.5% less than firefighter/EMT based on the salaries shown on this pay grid.

\*When an employee advances his/her EMT certification to a higher level, their salary will increase according to the pay grid of this new EMT Certification.

**Firefighter/Paramedic (40 hour work week) - Union Contract 4.5%**

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2023 - 9/30/2024	\$ 24.806	\$ 25.844	\$ 26.577	\$ 27.517	\$ 28.504	\$ 29.473	\$ 30.512	\$ 31.573	\$ 32.673	\$ 33.816	\$ 34.998

The pay grid above is for figherfighters/paradedics. New employees hired as firefighter/AEMT will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT will receive 12.5% less than the salaries shown on this pay grid. New employees hired as firefighters will receive 12.5% less than firefighter/EMT based on the salaries shown on this pay grid.

\*When an employee advances his/her EMT certification to a higher level, their salary will increase according to the pay grid of this new EMT Certification.

**CITY MANAGER'S REPORT  
SEPTEMBER 18, 2023 CITY COUNCIL MEETING**

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**ITEM: 4.C.**

Approve Ordinance No. 2023-3072 providing for the amendment of Appendix F, Solid Waste collection Fees of the City of McCook Code of Ordinances on its third and final reading.

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**BACKGROUND:**

Please refer to the attached City Manager's Report prepared for the August 21, 2023 meeting.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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Lea Ann Doak, City Clerk

September 14, 2023

**CITY MANAGER'S REPORT  
AUGUST 21, 2023 CITY COUNCIL MEETING**

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**ITEM:**        4.E.

**RECOMMENDATION:**

**INTRODUCE ON FIRST READING ORDINANCE NO. 2023-3072  
PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE  
COLLECTION FEES OF THE CITY MCCOOK CODE OF ORDINANCES  
AND APPROVE**

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**BACKGROUND:**

This Ordinance provides for the increase to the solid waste collection fees as included in the proposed FY 2023-2024 budget.

As we all know, fuel prices are continuing to increase. The Transfer Station, in particular, the hauling segment of our operation utilizes a substantial amount of fuel. The Transfer Station hauls, on average, 4 semi loads of solid waste to J Bar J Landfill which is near Ogallala per day Monday thru Thursday. We occasionally haul additional loads on Friday and/or Saturday, depending on the amount of solid waste that is brought in each day. The landfill is located approximately 105 miles north/northwest of McCook making each roundtrip approximately 210 miles.

The solid waste that is received at the Transfer Station consists of both commercial waste and residential waste. The commercial waste makes up approximately 77% of all waste received at the Transfer Station, with residential waste making up the remaining 23%.

The fee for Residential Trash Collection will increase from \$26.25 to \$27.25 per month which includes a \$2.00/month recycling fee to help support the recycling program. The last increase was in October 2022 where the fee increased from \$24.50/month to \$26.25/month.

The fee for Household/Commercial Waste will increase from \$77.00/ton to \$83.00/ton. The last increase was in October 2022 where the fee increased from \$67.00 to \$77.00.

This Ordinance also includes a fee of \$6.00/month for the yard waste collection service. This service is provided beginning in April and running thru November. It includes the weekly pickup up of grass and leaves that are placed in a city provided roll out container. This service had its first increase since April 2002 last year. That increase was \$1.00/month.

**FISCAL**

**IMPACT:**     None.

**APPROVALS:**

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

August 16, 2023

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

August 16, 2023

**ORDINANCE NO. 2023-3072**

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2022-3048 AND ANY AND ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. That Appendix F, Solid Waste Collection Fees, of the City of McCook, Nebraska Code of Ordinances, shall be and is hereby amended to read as follows:

**APPENDIX F: SOLID WASTE COLLECTION FEES**  
**SOLID WASTE COLLECTION FEES**

(A) In order to pay for the cost of operation and maintenance of the Transfer Station and to provide funds necessary for equipment and future land acquisition, the following fees are hereby established in compliance with Section 55.02:

(1) All residents of the corporate limits of the City of McCook shall not be charged a fee at the Transfer Station for any refuse or debris that is generated on their own residential property and personally delivered to the Transfer Station. Except as provided in Section E of this Appendix, residents and nonresidents delivering construction, demolition, or remodeling and all persons hauling for hire, commercial, contract for commercial tree trimmers, lawn caretakers, or nonresidents of the City of McCook shall be assessed according to the Solid Waste Collection schedule of fees.

(2) The City will operate in accordance with Nebraska Department of Environmental Quality's *Title 132 Integrated Solid Waste Management* regulations.

(B) (1) *Solid Waste Collection schedule of fees.* See Chapter 38, Fee Schedule.

Household/Commercial Waste No Yard Waste	\$.041500 per pound (\$83.00 per ton) minimum charge - \$5.00
Yard Waste Only	\$.012675 per pound (\$25.35 per ton) minimum charge - \$5.00
Non Solid Waste Scale Fee	\$5.00

(2) *Solid Waste Collection payment due.* Payment of the above fee(s) is due and payable upon entrance into the Transfer Station.

(C) *Fee for U-Load-It Clean-up program.* A fee of fifty dollars (\$50.00) for the use of a city truck is hereby provided for use of the City's U-Load-It Clean-Up Program. Scale fees will be charged according to the above schedule as outlined in Sections A and B of the Appendix.

(D) *Solid Waste Collection/Disposal fee.*

(1) All residential units within the corporate City Limits shall be charged a monthly solid waste collection/disposal fee of \$25.25 and a monthly recycling fee of \$2.00.

(2) All residential units within the corporate City Limits may request an additional container to be used for yard waste only, and shall be charged a monthly disposal fee of \$6.00 per month, effective April 1, 2024, during those months that yard waste is banned from Landfills.

(3) Tracts of land or buildings containing three (3) or more residential units may choose alternative solid waste collection/disposal methods upon the approval of the City Manager.

(4) All solid waste collection/disposal fees prescribed by this Appendix shall be a lien upon the premises and real estate for which the service is supplied and if not paid when due such charge shall be certified to the City Treasurer and may be recovered by the City in an action at law and it may be certified to the County Clerk and assessed against said real estate and premises served and be collected and returned in the same manner as other City taxes are certified, assessed, collected and returned.

(5) Bills for solid waste collection/disposal fees charged pursuant to this Appendix shall be rendered at the same time that bills are rendered for water service, and all collection/disposal fees levied by this Appendix which are not paid at or before water service charges are required to be paid, shall be deemed delinquent and the water service of such user may be discontinued.

(E) *Waiver of fees for affordable housing projects.* Disposal fees shall be waived for the deposit at the Transfer Station of solid waste that was generated by the remodeling or clean up of a residential dwelling located within the corporate limits of the City of McCook using funds provided by the Nebraska Department of Economic Development pursuant to the Nebraska Affordable Housing Trust Fund Act.

(F) *Partial waiver of fees for demolition of certain residential dwelling units.* Thirty percent of the total disposal fees shall be waived for the deposit at the Transfer Station of solid waste generated by the demolition of a residential dwelling unit located within the corporate limits of the City of McCook along with an accessory detached garage if the requirements set forth in this subsection are satisfied. In order to qualify for such partial waiver of disposal fees, the owner of the dwelling unit must apply in writing to the Building Inspector of the City for a partial waiver of fees at least 14 days prior to commencement of the demolition work and must establish to the satisfaction of the Building Inspector that:

(1) The owner received written confirmation from the Building Inspector that the demolition qualifies for a partial waiver of disposal fees prior to commencing with the demolition work;

(2) all asbestos and other hazardous materials were abated and removed from the structures prior to commencing demolition work in accordance with all federal, state, and local laws;

(3) the dwelling unit has been abandoned for a continuous period of at least twelve (12) months prior to submission of the application for partial waiver of fees as shown by water, gas or electric utility records;

(4) the dwelling unit is so old, dilapidated, or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy such that it is unreasonable to repair the structure;

(5) there is no reimbursement for disposal fees available from any other source such as homeowner's insurance; and

(6) the owner obtained a permit authorizing such demolition from the City of McCook prior to commencement of the demolition work.

SECTION 2. Any and all ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. This ordinance shall take effect and be in full force October 1, 2022 and from and after its passage, approval and publication in pamphlet form according to law.

PASSED AND APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2023.

-s- Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

-s- Lea Ann Doak  
City Clerk