

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, December 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 - Request for a special exception by Living Bones, LLC to locate a Bed and Breakfast/Vacation Rental in a Residential Medium (RM) District, property located at 205 and 207 East "H" Street.
 1. Adjourn the Public Hearing.
 - B. Approve the application for a special exception by Living Bones, LLC to locate a Bed and Breakfast/Vacation Rental in a Residential Medium (RM) District, property located at 205 and 207 East "H" Street, finding Special Exception considerations A-I are satisfied.
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 December 4, 2023 regular City Council meeting.
 - B. Approve Bid Specifications for two (2) new current model year All-Wheel Drive or 4-Wheel Drive Police Interceptor/Pursuit Utility Vehicles for use by the McCook Police Department and set the date to receive bids as January 9, 2024.
 - C. Receive and file the 2024/2025 Council Radio Show Schedule.
 - D. Ratify the Mayor's appointment to the McCook Building and Housing Code Advisory and Appeals Board - appointing Andrew Hedke to replace Steve Walter - term expires September 2025.

- E. Approve the renewal of Maintenance Agreement No. 17 between the Nebraska Department of Transportation and Municipality of McCook and authorize the Mayor to sign.
 - F. Receive and file the claims for the month of November 2023, published December 14, 2023.
 - G. Accept the minutes of the October 11, 2023 Library Advisory Board meeting and the December 11, 2023 Planning Commission meeting..
 - H. Approve the updated South Central/Panhandle Nebraska 911 Regional Interlocal Agreement and authorize the Mayor to sign.
 - I. Approve the specifications for 2024 City Street Crack Sealing and set the time and date to receive bids at 2:30 P.M. on January 9, 2024.
 - J. Approve and ratify McCook Aquatic Park as the name of the new city swimming pool.
 - K. Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2024 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.
- 4. Regular Agenda.
 - A. Update regarding the swimming pool project.
 - B. Council Comments.
 - 5. Adjourn the City Council meeting.
 - 6. Meeting of the Community Development Agency.
 - A. Call to Order and Roll Call.
 - B. Open Meetings Act Announcement.
 - C. Adopt Resolution No. CDA 2023-09 authorizing and approving the First Amendment to the Redevelopment Contract entered into by and between the Community Development Agency of the City of McCook and McCook Economic Development Corporation for the Keystone Hotel Redevelopment Project.
 - D. Adopt Resolution No. CDA 2023-10 authorizing and approving the First Amendment to the Redevelopment Contract entered into by and between the Community Development Agency of the City of McCook and McCook Economic Development Corporation for the Quillan Courts Redevelopment Project.
 - E. Adopt Resolution No. CDA 2023-11 authorizing and approving the First Amendment to the Redevelopment Contract entered into by and between the Community Development Agency of the City of McCook and McCook Economic Development Corporation for the Clary Village Redevelopment Project.

Adjournment.

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

ITEM: 2.A Public Hearing - Request for a special exception by Living Bones, LLC to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at 205 and 207 East H Street.

ITEM: 2.B Approve a special exception to allow a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at 205 and 207 East H Street, finding that Special Exception considerations A - I are satisfied.

BACKGROUND:

The City of McCook has received a special exception request from Living Bones, LLC. Specifically, the applicants have requested that the property located at 205 and 207 East H Street be granted special exception status for the purposes of operating a bed and breakfast and/or a vacation rental. Historically, the property has been used as two single family dwelling units. The property is a duplex structure that was built in 1925. The property is unique in its size and location. The front of the property faces East H Street and appears to have been divided from a larger "L" shaped lot located to the west and north. Due to the aforementioned action, the lot is smaller than typical RM lots. With respect to the immediate application, Living Bones, LLC asks that the two units be given special exception status to legally conduct a vacation rental/bed and breakfast at the site.

The application addresses McCook's Zoning Ordinance, Article 24 Special Exception requirements relative to the RM District. Based on staff's review, despite the small size of the lot, it is believed a grant of special exception will not adversely impact ingress and/or egress. The property is located on a through street, and the structure would not house numerous individuals. Additionally, there is adequate off-street parking on the lot to accommodate individuals that are renting the property. Staff reviewed the property and found sufficient space for 4 vehicles at the front of the property and sufficient space for 1 or 2 vehicles off the alley on the north side of the property. The residential structure's footprint would remain the same. Also, staff believes the request generally complies with the City of McCook's Comprehensive Plan.

At the December 11, 2023 McCook Planning Commission meeting, the McCook Planning Commission voted 7-0 to recommend the grant of the special exception to the McCook City Council.

APPROVALS:



Lea Ann Doak, City Clerk

December 12, 2023



Nathan A. Schneider, City Manager

December 12, 2023

**NOTICE OF PUBLIC HEARING
REQUEST FOR A SPECIAL EXCEPTION**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of McCook Planning Commission on December 11, 2023, at 5:15 P.M. and by the McCook City Council on December 18, 2023, at 5:30 P.M. The hearings will be held in the City Council Chambers, 505 West "C" Street, McCook, Nebraska, to consider a request for a special exception to allow a Bed and Breakfast/Vacation Rental in a Residential Medium Density (RM) District in the City of McCook. Property located at 205 and 207 East "H" Street; E 40' of Lot 7 and the E 40' of the S 20' of Lot 8, Block 3, First Addition to the to the City of McCook, Red Willow County, Nebraska. Land Owner, Living Bones, LLC, Jeff and Patty Tidyman, members. Any and all persons desiring to comment on the above-described special exception may attend said public hearings and will be given an opportunity to be heard. For additional information regarding this notice please contact Nate Schneider, City of McCook City Manager, at 345-2022 ext. 225.

-s- Lea Ann Doak
City Clerk

Publish: December 1, 2023.

EXHIBIT #2

PAGE(S) - 1

**NOTICE OF HEARING
REQUEST FOR
SPECIAL EXCEPTION**

NOTICE IS HEREBY GIVEN that a public hearing will be held on a request to allow a Bed and Breakfast/Vacation Rental in a Residential Medium Density (RM) District in the City of McCook.

ADDRESS: 205 and 207 East "H" Street

LEGAL DESCRIPTION: East forty feet (E 40') of Lot Seven (7) and the East forty feet (E 40') of the South twenty feet (S 20') of Lot Eight (8), Block Three (3), First Addition to the to the City of McCook, Red Willow County, Nebraska.

LAND OWNER: Living Bones, LLC
Jeff and Patty Tidyman, members

Public Hearings will be held on the dates, times, and at the places listed below:

DECEMBER 11, 2023 - 5:15 P.M.
MCCOOK PLANNING COMMISSION
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

DECEMBER 18, 2023 - 5:30 P.M.
MCCOOK CITY COUNCIL
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

ANY AND ALL PERSONS desiring to comment on the above-described request will be given an opportunity to be heard. Please direct all inquiries to Nate Schneider, City Manager, at 308-345-2022 ext. 225.

-s- Lea Ann Doak
City Clerk

Publish: December 1, 2023
Post: December 1, 2023
Mail: December 1, 2023

EXHIBIT #3

PAGE(S) - 2

OWNERSHIP LIST FOR MAILING:

President
McCook Public Schools
600 West 7th Street
McCook NE 69001

Red Willow County
%Tami Teel
502 Norris Avenue
McCook NE 69001

Tejon Investments, L.L.C
c/o Terry Schmidt
PO Box 1299
Pagosa Springs, CO 81147

William and Amanda Davidson
808 East 1st
McCook, NE 69001

Michael and Candice Owens
812 East 1st
McCook, NE 69001

Russell Doyle
PO Box 712
McCook, NE 69001

M700 Properties
c/o Lance Manker
PO Box 2284
North Platte, NE 69101

Ron's Solid Top Construction LLC
c/o Ron Nelson
812 Norris Ave
McCook, NE 69001

Francis Rupp
802 East 2nd
McCook, NE 69001

Alisha Beenblossom
8945 West A St.
Lincoln, NE 68532

Erin Smotherman and Jessie Carlson
807 East 2nd
McCook, NE 69001

Red Willow Co. School Dist. #17
700 West 7th Street
McCook NE 69001

Red Willow County Planning Commission
502 Norris Avenue
McCook NE 69001

Joseph Harrington and Sylvia Thornton
802 East 1st
McCook, NE 69001

Arthur Lashley
807 E 1st
McCook, NE 69001

Troy and Erin Werkmeister
809 East 1st
McCook, NE 69001

Linda Brunswick
71370 Drive 387
McCook, NE 69001

Mark and Nicole Strecker
808 East 2nd
McCook, NE 69001

Diane Cobb
804 East 2nd
McCook, NE 69001

Courtney Cruse and Robert Wagner
801 East 2nd
McCook, NE 69001

WMB Investments LLC
c/o Billy and Michelle Witt
2105 Blake Drive
McCook, NE 69001

Steve Towery
809 East 2nd
McCook, NE 69001

EXHIBIT #4

Damien Davis and Kylie May
811 East 2nd
McCook, NE 69001

Andrea McCormick
PO Box 502
McCook, NE 69001

Stephanie Carman
707 East 2nd
McCook, NE 69001

Elmer and Donna Longberry
709 East 2nd
McCook, NE 69001

Dwayne Jesse
711 East 2nd
McCook, NE 69001

Larry and Kendall Waddell
712 East 2nd
McCook, NE 69001

Sean Erickson
710 East 2nd
McCook, NE 69001

Jill and Terry McCorkle
1402 Norris Ave
McCook, NE 69001

Lorraine Sughroue
706 East 2nd
McCook, NE 69001

Leland Orvis
Trustee Leland Orvis
2005 Rev Tr
1331 Holly Ave
Oxnard, CA 9303

Robert and Cherri Putz
705 East 1st
McCook, NE 69001

Mark and Kelsey Brown
707 East 1st
McCook, NE 69001

Logan and Brettani Pearson
709 East 1st
McCook, NE 69001

Audrey and Joshua Stevens
711 East 1st
McCook, NE 69001

Derek and Emily Zipperlen
704 East 3rd
McCook, NE 69001

Elias Solorzano
1410 West Fairacres
McCook, NE 69001

Elizabeth Hollars and Devon Strunk Martin
710 East 3rd
McCook, NE 69001

Mary Propp
712 East 3rd
McCook, NE 69001

Mint Digs, LLC
37289 Road 719
Culbertson, NE 69024

Clarence and Peggy Chessmore
70990 US Hwy 83
McCook, NE 69001

Shannon and Theresa Gerih
806 East 3rd
McCook, NE 69001

Linda Prickett
808 East 3rd
McCook, NE 69001

Leon Maum
810 East 3rd
McCook, NE 69001

Dwayne and Sheryl Brunswick
812 East 2nd
McCook, NE 69001

CITY OF McCOOK

REC#: 00568101 11/08/2023 3:36 PM
OPER: pwc1k TERM: 230
REF#:
PAID BY:

LAND USE ACTION REQUE

This request is for a:
(Check all that apply)

- Zone Change
 - Special Exception
 - Administrative Pe
 - Special Exception
 - Minor Subdivisior
 - Major Subdivision
 - Planned Development(Includes Zone Change)
- TRAN: 10.2100 OTHER PERMITS
PATTY TIDYMAN
LAND USE ACTION REQUEST
10 -000-42100
OTHER PERMITS 75.00CR
TENDERED: 75.00 CHECK
APPLIED: 75.00-
CHANGE: 0.00

Name of Project: Air BnB - H Street

Description of Project: Using duplex for Air BnB

Project sponsor or developer: Living Bones, LLC

Name: Jeff & Patty Tidyman, members

Address: 404 Park Ave McCook NE 69001

Phone number: 913 908 2888

Fax number: _____

E-mail Address: pattytidyman@gmail.com

Land owner or owners:

Name: _____

Address: _____

Phone number: _____

Fax number: _____

E-Mail Address: _____

Authorization of the land use action by land owner:

I hereby certify that I own and/or control the following land where the land use action is being requested. (Attach evidence of ownership or control. e.g. power of attorney, deed, or purchase agreement)

Patty Tidymen

Printed Name:

Jeff Tidymen

Printed Name:

Patty Tidymen

Signature:

J Tidymen

Signature:

10-23-23

Date:

Address and physical location of the Proposed Land Use Action: _____

205 & 207 E H St McCook

Property Description (Of the parent parcel for subdivisions): _____

0329 First addition McCook

Block 3 E 40' of Lot 7 & E 40'
of S 20' Lot 8

Required Information:

See Attached sheets for required information for:

- _____ Subdivisions
- _____ Zone Changes and special exceptions
- _____ Planned developments

FEE PAID: \$ _____ (See attached schedule of fees)

Fee, complete application, and required attachments accepted by:

Patty Tidymen
Printed name

Patty Tidymen
Signature

10-23-23
Date

REQUIRED ATTACHMENTS:

For Zone Changes and Special Exceptions:

(For Zone Changes or Amendments see Article 27 of the Zoning Ordinance; for Special Exceptions see Article 24 Special Exceptions)

_____ Include a description of the reason for the request for a change of zone:

_____ Include a description of any special exception requested including the section of the zoning ordinance under which it is requested: (Example: Special exception to construct multi-family dwellings in (RM) Residential Medium Density area comprised of single family dwellings.)

Request approval to use property for an Air BNB.

_____ Include a site plan (minimum 17" X 11") and a letter of explanation showing and explaining the following special exception requirements:

(A) ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;

See next page
(B) off-street parking and loading areas where required, with particular attention to the items in (A) above, the economic, noise, glare or odor effects of the special exception or change of zone on adjoining properties and the properties generally in the district or the area;

N/A
(C) the location of refuse and service areas, with particular reference to the items in (A) and (B) above; unchanged

(D) utilities, with reference to locations, availability, and compatibility;

unchanged
(E) screening and buffering with reference to type, dimensions, and character;

N/A
(F) signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

N/A

(G) required yards and other open space;

None

(H) general compatibility with adjacent properties and other properties in the district;

None

(I) compatibility with existing and future land use plan in the McCook Comprehensive Plan.

N/A

____ Explain how the project complies with the Comprehensive Plan: N/A

A - Barry has been through property and we have complied with his request for maintained egress in the front and back of the property, as well as drywall covering in stairwell.

Parking has been converted from one spot out front to four parking spaces. We communicate with guests that they are allowed two spaces out front and are to park close to the building to allow for walkway behind vehicles.

Recorded August 18, 2021 08:00 AM
Inst. No. 2021-01452

Fees: \$ 16.00 Pages 2

Penelope Cooper, Deputy
Register of Deeds, Red Willow County, NE

NEBRASKA DOCUMENTARY

STAMP TAX

Aug 18, 2021

\$211.50

By: JD

AFTER RECORDING RETURN TO:

McCook Abstract Company
318 Norris Avenue
McCook, NE 69001
M016054-

WARRANTY DEED

Casa Del Sol, LLC, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, Living Bones, LLC, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

The East 40' of Lot 7 and that part of the South Half of Lot 8, all in Block 3 in First Addition to McCook, Nebraska described as follows: Beginning at the southeast corner of said Lot 8, thence North 20', thence West 40' parallel to the south line thereof, thence South 20' to the south line thereof, thence East on said line 40' to the place of beginning.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

1. is lawfully seized of such real estate and that it is free from encumbrances, EXCEPT subject to easements, reservations, and restrictions of record;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: AUGUST 12, 2021.



Parcel Information	
Parcel ID:	000743200
Map Number	
State Geo Code	4281-00-0-00000-000-0000
Cadastral #	C1-61-12
Images	Photo #1 Sketch #1
Current Owner:	LIVING BONES LLC 404 PARK AVENUE MCCOOK, NE 69001
Situs Address:	205 EAST H STREET MCCOOK
Tax District:	80
School District:	S.D. #17 GEN/SPEC BLD, 73-0017
Account Type:	Residential
Legal Description:	0 3 29 FIRST ADDITION MCCOOK BLK 3, E 40' OF LOT 7 & E 40' OF S 20' LOT 8
Lot Width:	40.00
Lot Depth:	70.00
Total Lot Size:	2800.00 sq ft

Assessed Values				
Year	Total	Land	Outbuilding	Dwelling
2023	\$114,913	\$3,500	\$0	\$111,413
2022	\$97,938	\$1,960	\$0	\$95,978

Yearly Tax Information		
Year	Amount	Levy
2022	\$1,711.86	1.854491
2021	\$1,556.38	1.929606

2022 Tax Levy	
Description	Rate
MID-PLAINS GEN/CAP IMP	0.07817000
S.D. #17 GEN/SPEC BLD	1.01429700
ED UNIT #15	0.01499500
NATURAL RESOURCE	0.03511000
CITY OF MCCOOK GEN	0.34081400
HIGH PLAINS HISTORICAL	0.00169300
COUNTY	0.30776500
S.D. #17 BOND	0.06164700

Sales Information				
Sale Date	Sale Price	Book & Page	Grantor	Parcel Ids
08/17/2021	\$94,000.00	2021 / 01452	CASA DEL SOL LLC % FRANK E WILLIAMS IV	
11/21/2011	\$0.00	2011 / 01824	WILLIAMS/FRANK E (IV)	000743200 000773900
10/20/2011	\$59,500.00	2011 / 01586	WAGNER/WILLIS O & SHIRLEY J	
09/29/1978	\$0.00	109 / 163		

Property Classification			
Status:	Improved	Location:	Urban
Property Class:	Residential	City Size:	5,001-12,000
Zoning:		Lot Size:	<10,000 sq. ft.

Land Information			
Lot Width (ft)	Lot Depth (ft)	Description	Lot Size
40.00	70.00	2800 S.F.	2800.00 sq ft

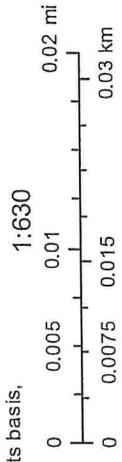
Residential Datasheet			
Zoning:		Quality:	Average
Year Built:	1925	Condition:	Badly Worn - Average
Exterior:	100% Veneer, Masonry	Style:	100% Two Story
Bedrooms:	0	Bathrooms:	2.00
Roof Cover:	Composition Shingle	Heating/Cooling:	100% Warmed & Cooled Air
Basement Size:	1,496 sq. ft	Min Finish:	0 sq. ft
Building Size:	2,992 sq. ft	Part Finish:	0 sq. ft

Dwelling Data		
Description	Units	Value
Raised Slab Porch with Roof	272	\$8,215

Photo/Sketch	



DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.



December 7, 2023

□ Parcels

□ Sections

ARTICLE 24

SPECIAL EXCEPTIONS

Article 24 - Special Exceptions

Section 2401. Special Exceptions. As the zoning ordinance is established at the present time, the McCook City Council has been given the authority to hear and decide requests for special exceptions. This is consistent with State Law; however, the City also has the option to delegating this power to the Planning Commission through the Zoning Ordinance.

Section 2402. Conditions for Granting Special Exceptions. A special exception shall not be granted by the City Council unless and until:

1. A written application for a special exception is submitted indicating the section of this ordinance under which the special exception is sought and stating the grounds on which it is requested;
2. Notice shall be given at least ten (10) days in advance of public hearing. The owner of the property for which special exception is sought or his agent shall be notified by certified mail. Notice of such hearings shall be posted on the property for which special exception is sought at least ten (10) days prior to the public hearing;
3. The public hearing shall be held. Any party may appear in person, or agent or attorney;
4. The City Council shall make a finding that is empowered under the section of this Ordinance described in the application to grant the special exception, and that the granting of the special exception will not adversely affect the public interest;
5. Before any special exception shall be issued, the City Council shall make written findings certifying compliance with the specific rules governing individual special exceptions and that satisfactory provisions and arrangements have been made concerning the following where applicable:
 - A. ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
 - B. off-street parking and loading areas where required, with particular attention to the items in A above, and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district;
 - C. refuse and service area, with particular reference to the items in A and B above;
 - D. utilities, with reference to locations, availability, and compatibility;
 - E. screening and buffering with reference to type, dimensions, and character;
 - F. signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect and compatibility and harmony with properties in the district;
 - G. required yards and other open space;
 - H. general compatibility with adjacent properties and other property in the district.
 - I. compatibility with the existing and future land use plans in the McCook Comprehensive Plan.

EXHIBIT #6

PAGE(S) - 1

PAGE - 112

FINDINGS AND DETERMINATIONS OF MCCOOK CITY COUNCIL

CASE NO. _____

SIGNED: _____
Mayor

DATE _____

ATTEST: _____
City Clerk

SPECIAL EXCEPTION CONSIDERATIONS:

YES NO

1. The proposed special exception use would satisfactorily provide for:

- a) ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
- b) off street parking and loading areas where required, with particular attention to the items in a) above, and the economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district;
- c) refuse and service areas, with particular attention to the items in a) and b) above;
- d) utilities, with reference to locations, availability and compatibility;
- e) screening and buffering with reference to type, dimensions and character;
- f) signs, if any, and proposed exterior lighting with reference to glare, traffic safety and economic effect and comparability and harmony with properties in the district;
- g) required yard and other open space;
- h) general compatibility with adjacent properties and other property in the district.
- i) Compatibility with existing and future land use plan in the McCook Comprehensive Plan.

	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

2. The specific rules governing special exceptions have been complied with.

CITY COUNCIL FINDINGS AND DECISION:

The McCook City Council hereby determines that the special exception will _____, will not _____ adversely affect the public interest. The special exception herein requested is _____, is not _____ hereby granted subject to the stipulations noted below, if any.

THIS _____ DAY OF _____, 20_____.

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

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; Commissioners Bradley, Dueland, Lyons, McDowell, Stevens, Mockry(arrived 5:24 P.M.)

Absent: Vice Chair Hilker; Commissioners Davidson, Friehe.

City Officials present: City Manager Schneider, City Attorney Shifflet, City Clerk Doak.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on December 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 October 9, 2023 joint City of McCook Planning Commission and Council meeting.

Motion to approve the minutes of the October 9, 2023 joint City of McCook Planning Commission and Council meeting. This motion, made by Vosburg and seconded by Dueland, passed.

Bradley: YEA, Davidson: ABSENT, Dueland: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: YEA, Vosburg: YEA
YEA: 6, NAY: 0, ABSENT: 4

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by Living Bones, LLC to locate a Bed and Breakfast/Vacation Rental in a Residential Medium (RM) District, property located at 205 and 207 East "H" Street.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Living Bones, LLC to locate a Bed and Breakfast/Vacation Rental in a Residential Medium (RM) District, property located at 205 and 207 East "H" Street. This motion, made by Vosburg and seconded by McDowell, passed.

Bradley: YEA, Davidson: ABSENT, Dueland: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons:

EXHIBIT #8

PAGE(S) - 3

YEA, McDowell: YEA, Mockry: ABSENT, Stevens: YEA, Vosburg: YEA
YEA: 6, NAY: 0, ABSENT: 4

Chair Vosburg received into evidence Exhibit #1 - City Manager's Report prepared for the December 11, 2023 Planning Commission meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing mailed and posted (1 page); Exhibit #4 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #5 - Land Use Action Request Form and attachments (8 pages); Exhibit #6 - City of McCook Zoning Ordinance Article 24, Special Exceptions; and Exhibit #7 - Findings and Determinations of McCook City Council (2 pages).

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

Applicant Patty Tidyman was present to address questions from the Commission.

Commission discussion included the number of bedrooms in each unit (there will be two units, 3 bedrooms each - 2 queens and 1 single), what the occupancy would be (5 each unit); are pets allowed (no, would be evaluated case by case); and that because of the uniqueness in size the lot has no open space.

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 McDowell, passed.

Bradley: YEA, Davidson: ABSENT, Dueland: YEA, Friche: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: YEA, Vosburg: YEA
YEA: 7, NAY: 0, ABSENT: 3

2.B. Recommend approval to the City Council the application for a special exception by Living Bones, LLC to locate a Bed and Breakfast/Vacation Rental in a Residential Medium (RM) District, property located at 205 and 207 East "H" Street, finding Special Exception considerations A-I are satisfied.

Each Commissioner reviewed the Special Exception Considerations A - I and indicated whether they felt they were satisfied. All Commissioners present confirmed that Considerations A - I were satisfied.

Motion to recommend approval to the City Council the application for a special exception by Living Bones, LLC to locate a Bed and Breakfast/Vacation Rental in a Residential Medium (RM) District, property located at 205 and 207 East "H" Street, finding Special Exception considerations A-I are satisfied. This motion, made by Vosburg and seconded by Stevens, passed.

Bradley: YEA, Davidson: ABSENT, Dueland: YEA, Friche: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: YEA, Vosburg: YEA
YEA: 7, NAY: 0, ABSENT: 3

City Manager Schneider informed the Commission that the next meeting of the Steering Committee for review of the Comprehensive Plan, Zoning and Subdivision Regulations will be scheduled in February and that 39 North, representative for the solar applicant, were informed, based on Marvin

Consultants review, that their request was not allowed under the City's current zoning. The City's solar regulations will be reviewed during the update of the Comprehensive Plan and the zoning ordinances. 39 North was invited to participate in these discussions.

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:45 P.M.

Lea Ann Doak, City Clerk
Recording Secretary

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

ITEM:

3.A.

Approve the minutes of the December 4, 2023 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 13, 2023

McCook City Council
December 4, 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: City Attorney Mustion.

City Officials present: City Manager Schneider, City Clerk Doak, Assistant City Manager Koetter, Utilities Director Fawver, Fire Chief Harpham, Public Works Director Potthoff, Senior Services Director Siegfried, and Interim Police Chief Hodgson.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on November 30, 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 Lisa Mensinger, Our Saviors Lutheran Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

1. Announcements & Recognitions.

City Manager Schneider informed the Council that a Planning Commission meeting is scheduled for this coming Monday, December 11, 2023 at 5:15 P.M.

2. Consent Agenda.

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

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

2.A. Approve the minutes of the November 20, 2023 regular City Council meeting.

2.B. Approve Contract Amendment #1 for the McCook Nebraska Swimming Pool and authorize the Mayor to sign.

3. Regular Agenda.

- 3.A. Receive Miller & Associates presentation of the completed Facility Plan Summary for the Proposed Wastewater Treatment Facility upgrades and authorize city staff to submit the completed Facility Plan to USDA-RD for funding consideration.

Chris Miller and David Blau, Miller & Associates, presented the completed Facility Plan Summary for proposed Wastewater Treatment Facility (WWTF) upgrades. The plan was prepared to address the current and future needs of the McCook WWTF and is a requirement when submitting a request to the USDA-RD for funding consideration.

Discussion was held with the Council, staff, and members of the public.

Motion to authorize staff to submit the completed Facility Plan for Proposed Water Treatment Facility upgrades to USDA-RD for funding consideration. This motion, made by Weedin and seconded by Muehlenkamp, passed.

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

3.B. Council Comments.

Councilmember Weedin stated that the Christmas activities in the park and light parade was awesome and well attended.

Mayor Taylor read a letter from Noel on Norris thanking the public works staff for everything they did to make their event in Norris Park success and the Police and Fire Departments for their assistance keeping the light parade moving in a safe manner.

Ms. Taylor also recognized Utilities Director Fawver on the receipt of an \$8,800 grant from the State of Nebraska for purchase of security equipment at various water system locations.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:30 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
DECEMBER 4, 2023 CITY COUNCIL MEETING**

ITEM: 3.B.

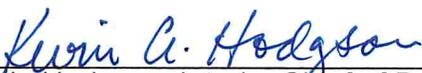
Approve Bid Specifications for two (2) new current model year All Wheel Drive or 4-Wheel Drive Police Interceptor/Pursuit Utility Vehicles for use by the McCook Police Department and set the date to receive bids as January 9, 2024.

BACKGROUND:

The purchase of two new police vehicles were approved in the 2023/2024 budget. The attached specifications will allow for the selection and purchase of the Police Interceptor/Pursuit Utility Vehicle and will allow all manufacturers of Police Package vehicles a competitive opportunity.

**FISCAL
IMPACT:** None.

APPROVALS:



Kevin Hodgson, Interim Chief of Police

December 13, 2023



Nathan A. Schneider, City Manager

December 13, 2023

CITY OF MCCOOK
POLICE DEPARTMENT

BID SPECIFICATIONS

TWO (2) NEW
CURRENT MODEL YEAR

ALL-WHEEL DRIVE
or
4-WHEEL DRIVE

POLICE INTERCEPTOR/PURSUIT
UTILITY VEHICLES

DECEMBER 18, 2023

NOTICE TO BIDDERS

TWO (2) NEW CURRENT MODEL YEAR ALL-WHEEL DRIVE OR 4-WHEEL DRIVE POLICE INTERCEPTOR/PURSUIT UTILITY VEHICLES

The City of McCook is accepting sealed bids for Two (2) New Current Model Year All-Wheel Drive or 4-Wheel Drive Police Interceptor/Pursuit Utility Vehicles for the Police Department. Bids will be accepted by the City Clerk at the McCook City Offices until 2:00 P.M. on January 9, 2024 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center, 505 West "C" Street. Specifications and instructions to bidders are on file in the office of the City Clerk.

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

-s- Lea Ann Doak
 City Clerk
 PO Box 1059
 McCook, NE 69001

Publish: December 22 & 29, 2023 and January 5, 2024.

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

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

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

2. General.

- 2.1. Two (2) new current model year all-wheel drive or 4-wheel drive Police Interceptor/Pursuit Utility Vehicles for the Police Department shall be F.O.B., McCook, Nebraska.
- 2.2. A tax exemption certificate will be furnished by the City of McCook.
- 2.3. Delivery date - within 90-days from award of bid.

3. Qualifications of Bidders.

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

4. Interpretations and Addenda.

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

5. Bid Form.

- 5.1. The Bid Form is included with the Bidding Documents.
- 5.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.

- 5.3. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 5.4. The address and telephone number of communications regarding the Bid must be shown.

6. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "*BID ON TWO (2) NEW CURRENT MODEL YEAR ALL-WHEEL DRIVE OR 4-WHEEL DRIVE POLICE INTERCEPTOR/PURSUIT UTILITY VEHICLES*", and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

7. Modification and Withdrawal of Bids.

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

8. Opening of Bids.

Bids will be opened and read aloud publicly in the City Council Chambers, McCook Municipal Center. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

9. Award of Bid.

- 9.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if City believes that it would not be in its best interest to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 9.2. In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 9.3. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders.
- 9.4. If the bid is to be awarded, it will be awarded to the Bidder whose evaluation by the City indicates that the award will be in the best interests of the City.

GENERAL SPECIFICATIONS

TWO (2) NEW CURRENT MODEL YEAR ALL-WHEEL DRIVE OR 4-WHEEL DRIVE POLICE INTERCEPTOR/PURSUIT UTILITY VEHICLES

GENERAL:

It is the intent of these specifications to describe a new vehicle in sufficient detail to secure bids on comparable equipment. The vehicle desired under these specifications is for use as a police vehicle which will be operated principally on the streets of the City. The vehicle furnished under these specifications will be specially manufactured to meet all the requirements herein stated. These specifications represent the minimum qualities of the car desired, and the product furnished hereunder may exceed the specified values, providing the vehicle is compatible to the end use - both in engineering and makeup. All parts not specifically mentioned, which are necessary to provide a complete vehicle, shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided to the trade in general. The vehicle shall be a new, standard production model of the latest design in current production.

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

INTENT:

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

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

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

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

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

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

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

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

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

The bidder shall supply one (1) parts book, one (1) service and repair manual, and one (1) operator's manual with the unit.

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

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

**MINIMUM SPECIFICATIONS FOR TWO (2) NEW CURRENT MODEL YEAR
ALL-WHEEL DRIVE OR 4-WHEEL DRIVE
POLICE INTERCEPTOR/PURSUIT UTILITY VEHICLES**

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

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

YES	EXCEPTION	I. <u>BODY</u>
_____	_____	A. Color: Body color and interior trim will be selected from manufacturer's standard colors. (NOTE: color charts shall be considered manufactures colors with no extra charge unless specified in the options).
_____	_____	B. Glass: Glass shall be free of optical deviation and visibility distortions. Approved tinted safety glass shall be in all doors, windows, and windshields.
_____	_____	C. Insulation: Standard production heat and sound insulation to be provided. Fully insulated headliner.
_____	_____	D. Airbag: Driver and passenger front required, side if available.
_____	_____	E. Seats: Driver and passenger seats to be power adjustable with adjustable power and manual lumbar supports. Driver and passenger seats to be of manufacturers heavy-duty construction, guaranteed not to break down before 36,000 miles. Driver and passenger seat to be cloth treated or of such composition to eliminate static electricity. Second row seating shall be folding 60/40 or 35/30/35 split style with cloth coverings and head restraints for outboard seats.
_____	_____	F. Arm Rests: Required on front seat, if available.
_____	_____	G. Sun Visors: Dual, padded.
_____	_____	H. Headroom for front seat: Minimum 39.9 inches.
_____	_____	I. Leg room for front seat: Minimum 40 inches.
_____	_____	J. Shoulder room for front seat: Minimum 58 inches.
_____	_____	K. Cargo capacity behind second seat: 52 cubic feet.
_____	_____	L. Ground clearance: Minimum 7 inches.
_____	_____	M. Mirrors: Interior adjustable, day or, night tab (selector type, non-glare): Dual power outside mirror mounted on left and right sides of vehicle.
_____	_____	N. Power Outlets: required, two.

- _____ **O. Seat Belts:** Individual lap/shoulder for all seats as applicable per seat occupancy with standard automatic retractors.
- _____ **P. Horn:** Factory horn required.
- _____ **Q. Windshield Wipers and Washer:** Multiple-speed electric with washer and intermittent or delay capability.
- _____ **R. Air Conditioner:** Best grade factory installed air-conditioning, manually controlled to include all items normally included in the factory package.
- _____ **S. Heater:** A fresh air type heater with windshield defrosters shall be installed.
- _____ **T. Rear Window Defroster:** required.
- _____ **U. Radio:** Manufacturer standard factory installed AM/FM CD radio with USB Port, Auxiliary Jack with shielding or be equipped with suppressor to prevent two-way radio interference.
- _____ **V. Bluetooth:** Manufacturer's wireless Bluetooth technology and connectivity to allow hands-free, push button or voice command operations.
- _____ **W. Lights:** Halogen high beam headlights with low beam; back up lights; dome light. Directional signals to be complete with front and rear lights, self-canceling control lever on the steering column. Hazard lights.
- _____ **X. Rearview Camera:** Rear vision camera and rear sensing device installed.
- _____ **Y. Electric Power Locks:** Power locking system. Rear passenger doors shall be equipped with a lever to deactivate door release or electric door locks controlled from the driver's position.

Three (3) fully functioning sets of keys and FOB's to enter and operate vehicle required.
- _____ **Z. Power Windows:** Electric power windows required.
- _____ **AA. Hood Release:** Inside driver's compartment.
- _____ **BB. Automatic Speed Control:** required.
- _____ **CC. Fuel Tank:** Largest gallon fuel tank available from Factory.
- _____ **DD. Floor Mats:** Motor vehicle shall be delivered with heavy duty front and rear vinyl floor mats required.
- _____ **EE. Side Moldings:** Protective side moldings required. After market moldings not acceptable.
- _____ **FF. Undercoated:** Full factory undercoating required.
- _____ **GG. Spotlight:** Drivers side spotlight required.

HH. **License Plate Brackets:** Vehicle must be equipped with front and rear license plate brackets.

Comments _____

YES EXCEPTION

II. **ENGINE AND DRIVE TRAIN**

- _____

A. **Engine:** Minimum 3.0 L with 285 horsepower engine.
- B. **Transmission:** Fully automatic, heavy duty, to be installed with factory installed oil cooler of suitable design to keep the automatic transmission fluid at an efficient temperature.
- C. **Air Cleaner:** Dry type.
- D. **Oil Filter:** Full flow throwaway type.
- E. **Thermostat:** Required as recommended for permanent-type antifreeze.
- F. **Radiator:** Heavy duty, maximum capacity, coolant recovery system, shall be tagged or marked to indicate the type, brand and degree of protection.
- G. **Axle Ratio:** Ratio to be recommended by manufacturer.

Comments _____

YES EXCEPTION

III. **SUSPENSION AND RUNNING GEAR**

- _____

A. **Driveline configuration:** On Demand Four (4) wheel drive or All wheel drive.
- B. **Wheelbase:** Minimum 119 inch wheelbase.
- C. **Steering:** Rack and pinion steering, if available. Power steering required.
- D. **Steering Wheel:** Regular production model or approved deluxe wheel. Tilt steering required.
- E. **Wheels:** Minimum 18-inch wheels designed for police work.
- F. **Wheel Covers:** Full wheel covers.
- G. **Tires:** To be installed with five (5) factory installed, black wall tubeless, all-season steel-belted radial tires. Speed rating of V and certified for high-speed police pursuit driving. To be produced and labeled by a major manufacturer and factory installed. Shall have a 36,000 mile tire rating.

- | | | |
|-------|-------|--|
| _____ | _____ | H. Brakes: Four (4)-wheel heavy duty disc brakes. Heavy-duty front and rear calipers. Designed so radio transmissions do not interfere with performance of braking system. Anti-Lock Brake System (ABS). |
| _____ | _____ | I. Suspension: Four (4) wheel independent, heavy-duty struts. Independent multilink rear with heavy-duty front and rear stabilizer bars suitable for high speed cornering. |
| _____ | _____ | J. Stability: Stability control/roll stability systems and traction control required. |
| _____ | _____ | K. Axle and Springs: Manufacturer's independent front suspension and single speed hypoid rear axle, both with spring sizes and axle sizes recommended by the manufacturer to meet GVMR. Axle gear ratios shall be the same for front and rear axles. Front Stabilizer bar shall be installed. |
| _____ | _____ | L. Shock Absorbers: Heavy duty double action front and rear shock absorbers. |

Comments _____

YES EXCEPTION IV. ELECTRICAL SYSTEM

- | | | |
|-------|-------|--|
| _____ | _____ | A. Ignition System: 12-Volt, solid-state. Must be equipped with high tension, radio frequency shielded, ignition wiring. |
| _____ | _____ | B. Battery: Heavy-duty, maintenance free, Highest CCA capacity available from factory for model bidding. |
| _____ | _____ | C. Standard Alternator: 220 Amperage. |
| _____ | _____ | D. Voltage Regulator: Standard type, transistorized and sealed. |
| _____ | _____ | E. Radio Suppression Package: Required. |
| _____ | _____ | F. Bonding and Grounding: All components of the vehicle necessary to prevent interference with reception of low band two-way mobile radio factory installed in the vehicle shall be adequately bonded and grounded. |
| _____ | _____ | G. Radio Frequency Shielding Caution!!! This motor vehicle shall be compatible with the use of installed mobile UHF/VHF mobile two-way radio. |
| _____ | _____ | H. Factory installed emergency lighting. |

Comments _____

YES EXCEPTION

V. MISCELLANEOUS

- A. Vehicle shall be protected to 34 degrees below zero Fahrenheit by permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer. The radiator shall be tagged or marked to indicate the type, brand and degree of protection.
- B. The unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
- C. Vehicle are to be road ready, fully equipped, service, and washed with full tank of gasoline.
- D. Manufacturer's standard complement of tools, bumper jack, wheel wrench, and jack handle shall be provided, together with facilities for storage.

Comments _____

YES EXCEPTION

VI. WARRANTY

- A. The manufacturer's standard warranty shall apply to the vehicle (refer to item B below). Mechanical or body repair required under manufacturer's warranty, prior to use of the vehicle by the City, shall be the responsibility of the selling dealer, including transportation thereof. **Warranty to be effective from date of issuance of first assignment and the mileage of warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards, or similar information, in order to properly activate said warranty.**
- B. A minimum warranty of three (3) years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required. A minimum of six (6) years, 100,000 miles rust warranty is required. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different.

Comments _____

YES EXCEPTION

VII. SERVICE

- A. It shall be the responsibility of the manufacturer supplying the vehicle to maintain an adequate stock of all regular and special parts within the State of Nebraska to meet the continuing service and repair parts needs of the department without undue delay.
- B. The bidder shall submit an hourly rate for labor costs for all repairs to the vehicle by the bidder not covered by the manufacturer's standard warranty for a minimum of 3 years or 36,000 miles.

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

BID FORM

NOTE: This bid form must be accompanied by a complete set of specifications and a manufacturer's pamphlet on the vehicle proposed.

TOTAL PRICE

TWO (2) NEW CURRENT MODEL YEAR
ALL-WHEEL DRIVE OR
4-WHEEL DRIVE VEHICLE
POLICE INTERCEPTOR/PURSUIT
UTILITY VEHICLES

\$ _____

HOURLY RATE FOR LABOR COSTS
OVER THE STANDARD WARRANTY

\$ _____

Delivery Date: _____

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

**CONTACT PERSON: Kevin Hodgson, Chief of Police
at 308/345-3450**

This bid submitted by _____

Signed _____

Title _____

Date _____

NOTICE OF AWARD

DATE

TO:

PROJECT: Two (2) New Current Model Year
All-Wheel Drive or 4-Wheel Drive
Police Interceptor/Pursuit Utility Vehicles
City of McCook Police Department

The City has considered the BID submitted by you for the above described project in response to its Advertisement for Bids and Information for Bidders dated December 18, 2023.

You are hereby notified that your BID has been accepted for this vehicle in the amount of \$_____ for a _____ pursuit vehicle AWD, with a delivery date of approximately _____.

Please acknowledge receipt of this NOTICE OF AWARD by return mail to the City.

Dated this _____ day of _____, 2024.

CITY OF MCCOOK

Lea Ann Doak
City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2024.

(Authorized Signature)

(Title)

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

ITEM: 3.C.

Receive and file the 2024/2025 Council Radio Show Schedule.

BACKGROUND:

Copy of schedule attached.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 13, 2023

**RADIO SHOW SCHEDULE
2024/2025**

12/2023	Muehlenkamp
12/2023	Weedin
01/2024	Calvin
01/2024	Rambali
02/2024	Taylor
02/2024	Muehlenkamp
03/2024	Weedin
03/2024	Calvin
04/2024	Rambali
04/2024	Taylor
05/2024	Muehlenkamp
05/2024	Weedin
06/2024	Calvin
06/2024	Rambali
07/2024	Taylor
07/2024	Muehlenkamp
08/2024	Weedin
08/2024	Calvin
09/2024	Rambali
09/2024	Taylor
10/2024	Muehlenkamp
10/2024	Weedin
11/2024	Calvin
11/2024	Rambali
12/2024	Taylor
12/2024	Muehlenkamp
01/2025	Weedin
01/2025	Calvin
02/2025	Rambali
02/2025	Taylor

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

3.D.
ITEM NO. ___ Ratify the Mayor's appointment to the McCook Building and Housing Code Advisory and Appeals Board - appointing Andrew Hedke to replace Steve Walter - term expires September 2025.

BACKGROUND:

The Mayor has contacted Andrew Hedke to serve on McCook's Building and Housing Code Advisory and Appeals Board, replacing Steve Walter. The term expires September 2025.

APPROVALS:



Nathan A. Schneider, City Manager

December 12, 2023



Lea Ann Doak, City Clerk

December 12, 2023

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

ITEM: **3.E.**

RECOMMENDATION:

Approve the renewal of maintenance agreement No. 17 between the Nebraska Department of Transportation and the Municipality of McCook and authorize the Mayor to sign.

BACKGROUND:

This agreement outlines the maintenance responsibilities of both the City of McCook and the Nebraska Department of Roads concerning Highways 6 & 34 and Highway 83. The Nebraska Department of Roads is responsible for 10.66 lane miles within the corporate city limits of McCook and pays the the City of McCook an amount of \$2,100.00 per lane mile for the maintenance of these miles. This amounts to an annual payment of \$22,386.00.

Beginning in 2025, NDOT will begin using a 3-year state average in order to calculate a fair rate. In 2025 the payment will increase to \$3,460.00 per lane mile or \$36,883.60 annually.

**FISCAL
IMPACT:** None

APPROVALS:



Kyle Potthoff, Public Works Director

December 7, 2023



Nate Schneider, City Manager

December 7, 2023



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

11/13/2023

City of McCook
PO Box 1059
McCook, NE 69001

Enclosed is the City Maintenance Agreement with the Nebraska Department of Transportation for highway corridors through your community. This agreement begins January 1, 2024, and runs thru December 31, 2024. The rates for 2024 will remain the same as 2023. Please arrange for the review and execution of these documents by the proper city officials and return to this office by **December 1, 2023** for processing. A copy will be returned to the City once it is executed by the Nebraska Department of Transportation.

Due to an increase in cost of materials and equipment, NDOT will begin using a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation and right of way maintenance. Each supplement after the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2025 – 2029.

	2025	2026	2027	2028	2029
Snow Removal	\$ 1,430.00	\$ 1,470.00	\$ 1,510.00	\$ 1,560.00	\$ 1,600.00
System Preservation	\$ 2,030.00	\$ 2,090.00	\$ 2,160.00	\$ 2,220.00	\$ 2,290.00

Enclosed is a Certificate of Compliance for the Maintenance Agreement which confirms all the NDOT system maintenance through your city limits has been completed as required by the Agreement for the period January 1, 2023 thru December 31, 2023.

When compliance has been verified, please have it signed by the appropriate city officials and returned to my attention to our office by **January 10, 2024**.

Sincerely,

Margaret Repass
Administrative Assistant
Enclosures

Vicki Kramer, Director
Department of Transportation

District 7 Headquarters
619 Auditorium Drive
McCook, NE 69001-3569

OFFICE 308-345-8490 FAX 308-345-8492
NDOT.ContactUs@nebraska.gov

dot.nebraska.gov



AGREEMENT RENEWAL

Maintenance Agreement No. 17
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of McCook
Municipal Extensions in McCook

We hereby agree that Maintenance Agreement No. 17 described above be renewed for
the period January 1, 2024 to December 31, 2024.

All figures, terms and exhibits to remain in effect as per the original agreement dated
January 1, 2022, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, 20_____.

ATTEST: City of _____ McCook _____

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 20_____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

MAINTENANCE OPERATION AND RESPONSIBILITY

Municipal extensions and connecting links

(Streets Designated Part of the State Highway System excluding Freeways)

Attachment "A"

Maintenance Responsibility Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1st Class Cities	2nd Class Cities & Villages
Surface Maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (Including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1st Class Cities > 40,000	1st Class Cities < 40,000	2nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: MCCOOK

Date: 11/13/23

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.66 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

10.66 lane miles x \$2,100.00 per lane mile = \$22,386.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)

ATTACHMENT "C"

City of MCCOOK

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF POST		LENGTH IN MILES	WIDTH OF STREET	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO					STATE	CITY
W. City Limit to West Walmart Dr	6	84.38	84.78	0.40		2	0.80	0.80	0.00
West Walmart Dr to Jct	6	84.78	85.17	0.39		3	1.17	0.78	0.39
Taper (4-lane to 2-lane) East To Jct. US-83	6	85.17	85.23	0.06		5	0.30	0.12	0.18
Equation	6	85.23	85.34	0.11		0	0.00	0.00	0.00
Jct. US-83 to East 7 th ST	6	85.34	86.84	1.50		5	7.50	3.00	4.50
East 7 th St to East City Limits	6	86.84	87.59	0.75		4	3.00	1.50	1.50
South City Limit to East Jct	83	13.82	14.42	0.60		4	2.40	1.20	1.20
West Jct. US-6/34 & US-83 North to end of Divided Hwy	83	15.86	16.14	0.28		4	1.12	0.56	0.56
End of Divided Hwy to Taper (5-lane to 3-lane)	83	16.14	17.26	1.12		5	5.60	2.24	3.36
Taper (5-lane to 3-lane) North to North City Limits	83	17.26	17.49	0.23		3	0.69	0.46	0.23
TOTALS				5.52			22.58	10.66	11.92

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

ITEM: 3.F.

Receive and file the claims for the month of November 2023, published December 14, 2023.

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.

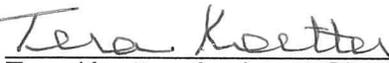
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 13, 2023



Tera Koetter, Assistant City Manager

December 13, 2023



Nathan A. Schneider, City Manager

December 13, 2023

CITY OF MCCOOK
CLAIMS FOR NOVEMBER 2023

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

20/20 TECHS-SC 4713.25; 7-D LOCKSHOP-S 30.00; ACE-S 2413.88; ACME PRINTING-S 165.00; AKRS-S 1701.73; AMERICAN AG LAB-SC 1871.16; AMERICAN ELECTRIC-S 497.96; AMERITAS-CLAIMS-SC 3669.75; AMERITAS-DENTAL-SC 410.01; ANYTIME TRI STATE TOWING-SC 210.00; APCO INT'L-SC 375.00; ARROW CAR WASH-S 60.53; AT&T MOBILITY-SC 40.04; AURORA COOP-S 13129.28; BETTER HOMES & GARDENS-S 38.60; BLACK HILLS ENERGY-SC 3481.53; BOOKS BY THE BUSHEL-S 108.00; BRICO-S 320.00; BW TELECOM-SC 144.14; C&K-S 691.32; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 3111.54; CARROTHERS CONST-CO 494865.45; CASH WA-S 16257.95; CDW-G-SC 6070.89; CENGAGE LEARNING-S 171.12; CENTURY LINK-SC 788.57; CHIPPERFIELD AG ERECTORS-CO 1150.00; CITY OF MCCOOK-PS 433287.97; CITY SELF INS-BT 176559.66; SALES TAX-49754.85; UTILITIES-SC 14922.94; COPPERMILL-SC 500.00; CORNHUSKER CLEANING-S 24.36; CORNHUSKER STATE IND-S 5700.00; COUNTRY LOAD TRAILER-S 3495.00; CPS HR CONSULTING-SC 379.50; J CROCKER-SC 36.25; D&S HARDWARE-S 135.64, SC 25.48; DAS ACCT-SC SC 1201.50; DEMCO, INC-S 1239.03; DEVENY-S 1134.47, SC 684.99; DIAMOND VOGEL-S 1290.96; DULTMEIER SALES-S 119.84; EAKES-S 664.89; FASTENAL-S 388.14; FICA-PS 20806.17; FRASER STRYKER-SC 934.25; FRENCHMAN VALLEY-S 369.66; FRONTIER COMM-SC 34.19; GALLS-S 635.56; GARRISONS-S 425.85; GOOGLE SVCS-SC 534.00; GREAT PLAINS COMM-SC 2805.77; M HARPHAM-SC 180.58; D HARTWELL-S 750.00; HEARTLAND NEW HOLLAND-S 279.02; HENNING BROS-SC 59.00; HOA SOLUTIONS-S 1565.50; HOLIDAY INN-SC 114.00; HOMETOWN LEASING-SC 757.83; IDEAL LINEN-S 167.42; IMAGE TREND, INC-SC 2137.50; INDELCO PLASTICS-S 596.32; J BAR J LANDFILL-SC 43982.89; JASPER ENGINEERING & EQ-S 7561.55; JC CROSS COMPANY-S 322.71, SC 20.41; JONES AND BARTLETT-SC 152.11; KIDS REF CO-S 254.81; L KINNE-S 200.00; KOHL'S AUTO-S 342.55; K KORGAN-S 24.00; A KOTSCHWAR-S 750.00; LAMP RYNEARSON-CO 24450.00; LIFE-ASSIST-S 2512.81; MACQUEEN EQ-SC 20.18, SC 472.85; MATHESON-LINWELD-S

283.32; MC GAZETTE-SC 2079.69; MC HUMANE SOCIETY-S 4419.10; MPPD-SC 220.62; MC NET SC 69.95; C MCDONALD-S 750.00; MCKESSON MEDICAL-S 755.34; MEDICARE-PS 6073.05; R METCALF-S 750.00; MICHAEL TODD & CO-SC 5182.88; MICROMARKETING-S 3986.30; MIDWEST CONNECT-S 325.50, SC 2029.66; MOUSEL, BROOKS, SCHNEIDER, MUSTION & SCHIFFLET-SC 4289.00; MUNICIPAL SUPPLY-S 13511.07; NDEE-SC 2227911; NE DEPT REV-SALES TAX-SC 16303.89; NE PUBLIC HEALTH-SC 1005.00; NE SAFETY AND FIRE-S 348.00; NE STATE FIRE MARSHALL-S 144.00; NE SALT AND GRAIN-S 7976.95; NE TRUCK CENTER-S 1624.84; NEBRASKALAND TIRE-S 556.30, CO 15910.14; NICK'S DIST-S 1229.02; NE MACHINERY-SC 895.25, S 129.73; NORTH PLATTE MONUMENT-S 175.00; NPPD-SC 30390.26; O'REILLY-S 145.00; ONE BILLING SOLUTIONS-SC 4175.21; ONE CALL-SC 89.96; PAGE MY CELL-SC 600.00; PARDE ELEC-S 90.00; PAULSEN, INC-S 1404.05; PETROTEK-SC 3512.50; PINPOINT COMM-SC 69.99; PLATTE VALLEY COMM-S 822.55; POAN-SC 400.00; PRAIRIE STATES COMM-S 71.25; PROTEX CENTRAL-S 347.80; QUADIENT FINANCE-SC 1000.00; QUALITY URGENT CARE-SC 50.00; QUILL-S 486.30; RAVENSWOOD ELEC-S 122.76; RED WILLOW CO TREAS-CO 274.13; N RENNER-S 750.00; S RENNER-S 750.00; RUGGLES TRAILER SALES-S 1165.00; M SCHOENEMANN-S 750.00, SC 383.35; SOUTHWEST FARM & AUTO-S 1749.22; STRYKER MEDICAL-SC 9846.60; SUNSHINE IND-S 252.74; TASTE OF HOME-S 125.70; TELEFLEX-S 159.50; THE OLD FARMER'S ALMANAC-S 19.90; TIRADO, LLC-CO 22249.00; TITAN MACHINERY-S 926.40; TOTAL TURF, INC-S 161.00; TRAVELERS-SC 14227.00; TREE REBATE- 375.00; UMR-SC 249375.51; UNION BANK AND TRUST-SC 31215.74; US FOODS-S 688.63; UTILITY REFUNDS-77.06; VERIZON-SC 1935.40; VOLZ-S 107.28; WAGNER FORD-S 128.40; WALMART-S 1655.54; WESTSIDE WELDING-S 106.30; WEX BANK-S 16674.58.

-s- Lea Ann
Doak City Clerk

PUBLISH: DECEMBER 14, 2023

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

ITEM: 3.G.

RECOMMENDATION:

Accept the minutes of the October 11, 2023 Library Advisory Board meeting and the December 11, 2023 Planning Commission meeting.

BACKGROUND:

Accept minutes from various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 13, 2023



Tera Koetter, Assistant City Manager

December 13, 2023



Nathan A. Schneider, City Manager

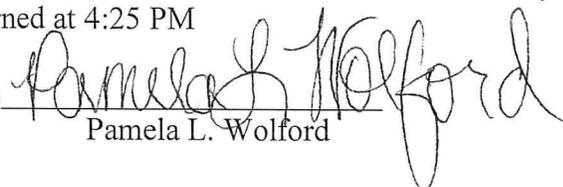
December 13, 2023

McCook Public Library Advisory Board Meeting Minutes
October 11, 2023 at 4:00 PM CDT

A copy of the Open Meetings Act is posted by the white board on the west wall of the meeting room in the library basement.

1. **Call to order / attendance:** Mary Dueland called the meeting to order with Jody Crocker, Staci Blomstedt, Sharon Bohling, and Pam Wolford in attendance.
2. **Opportunity for Comments from the Public:** None
3. Notice of the meeting was given in advance thereof by publication in the *McCook Gazette* on October 6, 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 Library Board. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.
4. **Read and Approve May 10, 2023, meeting minutes:** Minutes stand as read.
5. **Open discussion from board members on items not on the agenda:** None
6. **Unfinished Business:** None
7. **Director's Report and update on upcoming activities:** 1. Jody showed Cozad's Wilson Public library newsletter. She is suggesting a once-a-month newsletter that communicates Library news and upcoming events. 2. Jody is proposing window art by Mandy Dame at the library. 3. New hours are Monday through Thursday 8:30-6:00; Friday 8:30-5:00; and Saturday 10:00-2:00. 4. Courtney Searcy is the new hire. She is quiet but catching on quickly. 5. *Hank the Cow Dog* books, the complete series has been purchased by the LaVonne Buxton family. 6. A Halloween prize drawing will be taking place. 7. Terrific Tuesdays are successful. It included Legos and other Halloween projects. Next week they will be painting pumpkins. 8. Children's Book Week is November 6-10. Jody has several projects planned. 9. Auditors come the end of November. Jody is working on paperwork to prepare. 10. Jody attended a workshop in Grand Island on upcoming accreditation information. 11. CPLS is having a conference hosted at the Kearney Library; it applies to accreditation.
8. **New Business:** None
9. **Set date for next board meeting:** The next meeting will be Wednesday, November 15, 4 PM.
10. **Meeting adjournment:** The motion was made by Staci to adjourn, and the meeting was adjourned at 4:25 PM

Secretary:


Pamela L. Wolford

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

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; Commissioners Bradley, Dueland, Lyons, McDowell, Stevens, Mockry(arrived 5:24 P.M.)

Absent: Vice Chair Hilker; Commissioners Davidson, Friehe.

City Officials present: City Manager Schneider, City Attorney Shifflet, City Clerk Doak.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on December 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 October 9, 2023 joint City of McCook Planning Commission and Council meeting.

Motion to approve the minutes of the October 9, 2023 joint City of McCook Planning Commission and Council meeting. This motion, made by Vosburg and seconded by Dueland, passed.

Bradley: YEA, Davidson: ABSENT, Dueland: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: YEA, Vosburg: YEA
YEA: 6, NAY: 0, ABSENT: 4

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by Living Bones, LLC to locate a Bed and Breakfast/Vacation Rental in a Residential Medium (RM) District, property located at 205 and 207 East "H" Street.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Living Bones, LLC to locate a Bed and Breakfast/Vacation Rental in a Residential Medium (RM) District, property located at 205 and 207 East "H" Street. This motion, made by Vosburg and seconded by McDowell, passed.

Bradley: YEA, Davidson: ABSENT, Dueland: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons:

YEA, McDowell: YEA, Mockry: ABSENT, Stevens: YEA, Vosburg: YEA
YEA: 6, NAY: 0, ABSENT: 4

Chair Vosburg received into evidence Exhibit #1 - City Manager's Report prepared for the December 11, 2023 Planning Commission meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing mailed and posted (1 page); Exhibit #4 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #5 - Land Use Action Request Form and attachments (8 pages); Exhibit #6 - City of McCook Zoning Ordinance Article 24, Special Exceptions; and Exhibit #7 - Findings and Determinations of McCook City Council (2 pages).

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

Applicant Patty Tidyman was present to address questions from the Commission.

Commission discussion included the number of bedrooms in each unit (there will be two units, 3 bedrooms each - 2 queens and 1 single), what the occupancy would be (5 each unit); are pets allowed (no, would be evaluated case by case); and that because of the uniqueness in size the lot has no open space.

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 McDowell, passed.

Bradley: YEA, Davidson: ABSENT, Dueland: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: YEA, Vosburg: YEA
YEA: 7, NAY: 0, ABSENT: 3

2.B. Recommend approval to the City Council the application for a special exception by Living Bones, LLC to locate a Bed and Breakfast/Vacation Rental in a Residential Medium (RM) District, property located at 205 and 207 East "H" Street, finding Special Exception considerations A-I are satisfied.

Each Commissioner reviewed the Special Exception Considerations A - I and indicated whether they felt they were satisfied. All Commissioners present confirmed that Considerations A - I were satisfied.

Motion to recommend approval to the City Council the application for a special exception by Living Bones, LLC to locate a Bed and Breakfast/Vacation Rental in a Residential Medium (RM) District, property located at 205 and 207 East "H" Street, finding Special Exception considerations A-I are satisfied. This motion, made by Vosburg and seconded by Stevens, passed.

Bradley: YEA, Davidson: ABSENT, Dueland: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: YEA, Vosburg: YEA
YEA: 7, NAY: 0, ABSENT: 3

City Manager Schneider informed the Commission that the next meeting of the Steering Committee for review of the Comprehensive Plan, Zoning and Subdivision Regulations will be scheduled in February and that 39 North, representative for the solar applicant, were informed, based on Marvin

Consultants review, that their request was not allowed under the City's current zoning. The City's solar regulations will be reviewed during the update of the Comprehensive Plan and the zoning ordinances. 39 North was invited to participate in these discussions.

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:45 P.M.

Lea Ann Doak, City Clerk
Recording Secretary

**SOUTH CENTRAL/PANHANDLE NEBRASKA 911 REGIONAL
INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is hereby made and entered into this 1st day of October 2023, between the following political subdivisions organized and existing under the laws of the state of Nebraska and located in the State of Nebraska, and the Counties of Dawson, Kearney, Furnas, Buffalo, Franklin, Frontier, Chase, Cheyenne, Dundy, Garden, Hitchcock, Howard, Keith, Morrill, Perkins, Scottsbluff, Kimball and the Cities of Holdrege, McCook, Alliance, Chadron, and North Platte, political subdivisions organized and existing under the laws of the State of Nebraska located in Dawson, Kearney, Furnas, Buffalo, Franklin, Frontier, Chase, Cheyenne, Dundy, Garden, Hitchcock, Howard, Keith, Morrill, Perkins, Scottsbluff, Kimball, Phelps, Red Willow, Box Butte, Dawes, and Lincoln , Counties, Nebraska.

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, being specifically § 13-801 et seq. (N.R.S. Reissue 2012), allows separate political subdivisions to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities;

WHEREAS, additional benefit and interoperability can be achieved if the Parties would share in the same 911 telephone infrastructure provided known as Positron Viper;

WHEREAS, the Parties also agree that by sharing the 911 Customer Premise Equipment (CPE) for phones, hereafter referred to as Positron Viper a degree of resiliency and redundancy can be achieved for 911 as well a mechanism for cost sharing;

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth their respective rights, duties and obligations; and,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, PARTIES DO HEREBY MUTUALLY UNDERTAKE, PROMISE, AND AGREE AS FOLLOWS:

1. For the Sharing of the 911 Infrastructure known as Positron Viper, it is the intent of the Parties that Dawson County, Kearney County, Furnas County, Buffalo County, Franklin County,

Frontier County, Chase County, Cheyenne County, Dundy County, Garden County, Hitchcock County, Howard County, Keith County, Morrill County, Perkins County, Scottsbluff County, Kimball County, City of Holdrege, City of McCook, City of Alliance, City of Chadron and City of North Platte will:

- a. Purchase and configure Positron Power Workstations and software that will connect remotely to the Viper systems located at the Dawson County 911 Center and the Buffalo County 911 Center.
- b. Identify backup telephone numbers that the 911 calls could be routed to in the event of failure.
- c. Participate in the regional configuration of Viper redundancy.
- d. Share in the annual maintenance costs of the two Viper Nodes serving the regional system by dividing those costs by the total number of workstations located at each of the participating agencies to be billed by Lumen (Century Link) as part of each agencies maintenance agreements.
- e. Provide for the maintenance costs of their workstations and any unique interface costs as well as the costs of third party mapping software.
- f. Any required Viper maintenance or upgrades will be done under the maintenance contracts that each entity has with Lumen (Century Link).

2. For the Sharing of the 911 Infrastructure known as Positron Viper it is the intent of the Parties that Buffalo County and Dawson County Communications will:

- a. Configure the Viper to allow for the remote operation of the Positron Power positions utilized by Parties.
- b. Configure the Viper so that in the event of a loss of connectivity with Parties that calls can be immediately answered in one of the other remote sites as well as locally on administrative lines.
- c. Provide for the use of the Buffalo County 911 Backup Center by Parties.
- d. Ensure that Users redundancy with Dawson County's Viper is configured so that there should not be a loss of service in the event that the Buffalo County Viper is rendered unusable or is off line for maintenance.
- e. Any Viper maintenance upgrades will be done under the contract that Lumen (Century Link) have with each entity.

3. This agreement shall also allow for the sharing of costs of the 911 Mapping Software. Currently two mapping solutions are already in place to be shared. Users may pick to use West Safety Systems Map Flex or GeoComm's GeoLynx Software Solutions. The cost of map sharing will be paid in accordance with the provisions of 1d.
4. Term and Termination. This Agreement shall become effective upon November 1, 2023. This Agreement will terminate on November 1, 2030. Prior to the natural expiration of this Agreement, any Party may give the other Parties ninety (90) days written notice of the notifying Party's desire to amend this Agreement. During the pendency of these negotiations, this Agreement will remain in full force and effect.

A Party may terminate this Agreement for convenience at any time for any reason by giving the other Party one year's written notice. Each Party shall be liable for its share of all costs specified herein until the effective date of the termination.

This Agreement may be terminated for a material breach not cured within a reasonable time following written notice. Such notice, to be effective must describe the breach or breaches complained of and provide a reasonable time to cure which time may not be less than 45 days following receipt, unless the cure is only the payment of money, in which case such time may be 30 days. Following a failure to cure, the non-breaching Party may notify the remaining Parties in writing that the Agreement is terminated as to the breaching Party effective in ninety (90) days following the receipt of such notice. Each Party shall be liable for its share of all costs specified herein until the effective date of the termination.

The Parties herein reserve the right, by written request sent by registered or certified mail from the notifying Party to the other Party, to amend as provided herein any provision of this Agreement. If on or after 180 days of such amendment notice, amendment negotiations fail, then a Party may notify the others in writing of that Party's intent to withdraw and that the notifying Party's participation in this Agreement is terminated following 180 days after the withdrawal notice. All such notices, provided for in this section, shall be sent by registered or

certified mail as follows: To the Buffalo County Clerk, to the Manager/Director of the 911 Communications Department, and to the Sheriff of Buffalo County.

5. Nondiscrimination. The Parties, in the performance of this Agreement, shall not discriminate in violation of Federal or State law or local ordinances. In accordance with state and federal law, the Parties shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, age, religion, sex, disability, national origin or similar protected status of the employee or applicant.
6. Non-waiver. The failure of any Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by any Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon any Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
7. Applicable Law / Venue. This Agreement shall be construed and all of the rights, powers, and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Nebraska. Venue for any action under this Agreement shall be in Kearney, Nebraska, Buffalo County District Court or for any federal action; it shall be in Omaha, Nebraska, the United States District Court for the State of Nebraska.
8. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. The Parties further recognize that this Agreement shall be subject to amendments in laws and regulations and to new laws and regulations. Any law or regulation that invalidates, or is otherwise inconsistent

with the terms of this Agreement or that would cause one or both Parties to be in violation of the law or regulation, shall be deemed to have superseded the terms of this Agreement, provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible.

9. Third Party Rights. This Agreement does not create any third-party rights for those who are not a Party to this Agreement.
10. Assignment. This Agreement may not be assigned or transferred, whether voluntarily or by operation of law, nor may any of the duties and responsibilities be assigned or transferred, whether voluntarily or by operation of law, without prior written consent of the non-assigning Party.
11. Amendment. This Agreement may be amended only by a written, signed and dated agreement of all Parties to the Agreement.
12. Entire Agreement. This Agreement contains the whole understanding of the Parties and supersedes all prior oral or written representations and statements among the Parties.
13. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Parties hereto.
14. Indemnification. Each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action.

These Indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

15. Independent Contractor. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the parties or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other.
16. Captions. The captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
17. Force Majeure. Except as may be otherwise specifically provided in this Agreement, no Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; fiber, cable, conduit or other material failures, shortages or unavailability or other delay in

delivery not resulting from the responsible Party's failure to timely place orders therefore; lack of or delay in transportation; changes to any of the following: government codes, ordinances, laws, rules, regulations or restrictions, as to which either Party's compliance is necessary to carry out the terms and conditions of this Agreement; war or civil disorder; or any other cause beyond the reasonable control of such Party. The Party claiming relief under this section shall promptly notify the other Party in writing of the existence of the event relied on and the cessation or termination of said event.

18. Joint Work Product. This Agreement is the joint work product of all Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.
19. Dispute Resolution. Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Parties. As soon as possible thereafter, the Parties authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, the Parties may commence a legal action against the other Party.
20. Authorized Representatives and Notice. Except as provided in paragraph 6, the following named authorized representatives for each Party are available as a point of contact for any inquiries related to the performance of this Agreement. The Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and thereafter, the following named individuals shall be the authorized points of contact of the Parties:

See Addendums 1-22.

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt. For purpose of notification, the parties notified shall include the current City Clerk, County Clerk, Sheriff, Police Chief or PSAP Director.

1. Confidentiality. Each Party will take reasonable precautions to protect the other Party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information, which shall not be less than reasonable care . For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent. In addition and notwithstanding any provision to the contrary, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; (v) is explicitly approved for release by written authorization of the disclosing party or (vi) receiving party may disclose information as necessary to comply with state public records laws. The receiving party may disclose Confidential Information if required by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the receiving party gives the disclosing party reasonable prior written notice so that the disclosing party may contest such disclosure.
2. Drug Free Workplace Policy. Each Party agrees that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy.
3. Public Employer Contract Provision – Neb.Rev.Stat. §4-114(2). Pursuant to and in order to be in compliance with Neb.Rev.Stat. §4-114(2), each Party hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal

immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee physically performing services within the State of Nebraska.

4. Public Benefits - Neb.Rev.Stat. §§4-108- 113. No Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108 – 113.

5. Unavailability of Funding. Due to possible future reductions in State and/or Federal appropriations, a Party cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable to a Party either in full or in part due to such reductions in appropriations, that Party will notify the other Party in writing giving at least 180 days notice. Said notice shall be delivered by registered or certified mail return receipt requested or in person with proof of delivery. Such written notification will also serve as the notifying Party's notice of termination. The notifying Party will cease to be a member of the governing body as of the date of termination. Each notifying Party shall be liable for its share all costs specified herein until the effective date of the termination. Each Party shall be the final authority as to the availability of its funds.

IN WITNESS WHERE OF, the parties hereto set their hands to this Agreement upon the day and year hereinafter indicated.

Addendum 1

EXECUTED this ____ day of _____, 2023.

COUNTY OF DAWSON, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 2

EXECUTED this ____ day of _____, 2023.

COUNTY OF KEARNEY, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 3

EXECUTED this ____ day of _____, 2023.

COUNTY OF FURNAS, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 4

EXECUTED this ____ day of _____, 2023.

COUNTY OF BUFFALO, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:
Name:

Agency:

Address:

City/State/Zip:

Addendum 5

EXECUTED this ____ day of _____, 2023.

COUNTY OF FRANKLIN, NEBRASKA,
a political subdivision

ATTEST:

City Clerk

By _____
Chairperson of the
Board of Supervisors

APPROVED AS TO FORM:

City Attorney or Deputy City Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 6

EXECUTED this ____ day of _____, 2023.

COUNTY OF FRONTIER, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 7

EXECUTED this ____ day of _____, 2023.

COUNTY OF CHASE, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 8

EXECUTED this ____ day of _____, 2023.

COUNTY OF CHEYENNE, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 9

EXECUTED this ____ day of _____, 2023.

COUNTY OF DUNDY, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 10

EXECUTED this ____ day of _____, 2023.

COUNTY OF GARDEN , NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:
Name:

Agency:

Address:

City/State/Zip:

Addendum 11

EXECUTED this ____ day of _____, 2023.

COUNTY OF HITCHCOCK, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 12

EXECUTED this ____ day of _____, 2023.

COUNTY OF HOWARD, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 13

EXECUTED this ____ day of _____, 2023.

COUNTY OF KEITH, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 14

EXECUTED this ____ day of _____, 2023.

COUNTY OF MORRILL, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 15

EXECUTED this ____ day of _____, 2023.

COUNTY OF PERKINS, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 16

EXECUTED this ____ day of _____, 2023.

COUNTY OF SCOTTSBLUFF, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:
Name:

Agency:

Address:

City/State/Zip:

Addendum 17

EXECUTED this ____ day of _____, 2023.

COUNTY OF KIMBALL, NEBRASKA,
a political subdivision

ATTEST:

County Clerk

By _____
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney or Deputy County Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 18

EXECUTED this ____ day of _____, 2023.

CITY OF HOLDREDGE, NEBRASKA,
a political subdivision

ATTEST:

City Clerk

By _____
Mayor of the
City Council

APPROVED AS TO FORM:

City Attorney or Assistant City Attorney

Authorized Point of Contact:
Name:

Agency:

Address:

City/State/Zip:

Addendum 19

EXECUTED this ____ day of _____, 2023.

CITY OF MCOOK, NEBRASKA,
a political subdivision

ATTEST:

City Clerk

By _____
Mayor of the
City Council

APPROVED AS TO FORM:

City Attorney or Assistant City Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 20

EXECUTED this ____ day of _____, 2023.

CITY OF ALLIANCE, NEBRASKA,
a political subdivision

ATTEST:

City Clerk

By _____
Mayor of the
City Council

APPROVED AS TO FORM:

City Attorney or Assistant City Attorney

Authorized Point of Contact:
Name:

Agency:

Address:

City/State/Zip:

Addendum 21

EXECUTED this ____ day of _____, 2023.

COUNTY OF CHADRON, NEBRASKA,
a political subdivision

ATTEST:

City Clerk

By _____
Mayor of the
City Counsel

APPROVED AS TO FORM:

City Attorney or Assistant City Attorney

Authorized Point of Contact:

Name:

Agency:

Address:

City/State/Zip:

Addendum 22

EXECUTED this ____ day of _____, 2023.

CITY OF NORTH PLATTE, NEBRASKA,
a political subdivision

ATTEST:

City Clerk

By _____
Mayor of the
City Council

APPROVED AS TO FORM:

City Attorney or Assistant City Attorney

Authorized Point of Contact:
Name:

Agency:

Address:

City/State/Zip:

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

ITEM: **3.I.**

RECOMMENDATION:

APPROVE THE SPECIFICATIONS FOR 2024 CITY STREET CRACK SEALING AND SET THE TIME AND DATE TO RECEIVE BIDS AT 2:30 P.M. ON JANUARY 9, 2024.

BACKGROUND:

This is the annual crack sealing specifications done by the City of McCook. The bid is for one semi load of crack sealing material, applied.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

December 8, 2023



Nate Schneider, City Manager

December 8, 2023

ADVERTISEMENT FOR BIDS

The CITY OF McCOOK, Nebraska will receive sealed bids for the 2024 Crack Sealing Project and associated work as described in the Plans and Specifications at the Office of the City Clerk, McCook Municipal Center, P.O. Box 1059, 505 West "C" Street, McCook, Nebraska until 2:30 P.M. CST on January 9, 2024 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center.

All bids must be made on the Proposal Form provided with the Plans and Specifications as prepared by W DESIGN ASSOCIATES, Consulting Engineers and Architects. Bids received after the closing will be returned unopened and shall not be considered.

Contractors may obtain paper copies of the Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$15.00 for each set requested. Electronic copies may be obtained by email from breanna@wdesignea.com at no cost.

Each bid shall be accompanied by a certified check, cashier's check, or bid bond in an amount of not less than five percent (5%) of the total bid amount, and shall be made payable to the City of McCook, Nebraska as security that the bidder to whom the contract may be awarded will enter into contract to construct the project and give bond in the sum of the total contract amount for the construction of the project. Checks accompanying bids not accepted shall be returned to the bidders. Performance and Payment Bonds will be required for this project.

This project is the crack sealing of various City streets in McCook.

No bid shall be withdrawn after opening the bids without the consent of the McCook City Council for a period of 45 days.

The City of McCook reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.

Dated this 18th day of December, 2023.

-s- Lea Ann Doak
City Clerk

Publish: December 22, 29, 2023 and January 5, 2024.

SPECIFICATIONS

FOR

CITY STREET CRACK SEALING

McCOOK, NEBRASKA

2024 CRACK SEALING PROJECT

DECEMBER, 2023



CERTIFICATE OF AUTHORIZATION: CA0011

W DESIGN ASSOCIATES
CONSULTING ARCHITECTS & ENGINEERS
McCOOK/HASTINGS, NEBRASKA

TABLE OF CONTENTS

<u>GENERAL INSTRUCTIONS</u>	<u>SECTION OR PAGE</u>
Advertisement for Bids	00020
Instructions to Bidders	00100
Proposal Form	00310
Contract	00500
 <u>GENERAL CONDITIONS AND CONSTRUCTION CONTRACT</u>	
General Conditions – NDOT Standard Specifications for Highway Construction - 2017	**
Supplementary Conditions	00800
 <u>DETAILED SPECIFICATIONS</u>	
SUMMARY OF WORK	01010
ALTERNATE MATERIALS OR METHODS	01100
EXISTING FACILITIES	01800
CHANGES TO STANDARD SPECIFICATIONS - TECHNICAL	01805

** *These NDOT Documents shall be considered a part of these written Contract Documents as if attached hereto and herein written.*

SECTION 00020 - ADVERTISEMENT FOR BIDS

The CITY OF McCOOK, Nebraska will receive sealed bids for the 2024 Crack Sealing Project and associated work as described in the Plans and Specifications until 2:30 P.M. CST at the Office of the City Clerk, McCook, Nebraska on January 9, 2024 and then at said office publicly open and read aloud.

All bids must be made on the Proposal Form provided with the Plans and Specifications as prepared by W DESIGN ASSOCIATES, Consulting Engineers and Architects. Bids received after the closing will be returned unopened and shall not be considered.

Contractors may obtain paper copies of the Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$15.00 for each set requested. Electronic copies may be obtained by email from breanna@wdesignea.com at no cost.

Each bid shall be accompanied by a certified check, cashier's check or bid bond in an amount of not less than five percent (5%) of the total bid amount and shall be made payable to the City of McCook, Nebraska as security that the bidder to whom the contract may be awarded will enter into contract to construct the project and give bond in the sum of the total contract amount for the construction of the project. Checks accompanying bids not accepted shall be returned to the bidders. Performance and Payment Bonds will be required for this project.

This project is the crack sealing of various City streets in McCook.

No bid shall be withdrawn after opening the bids without the consent of the McCook City Council for a period of 45 days.

The City of McCook reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.

Date: December 7, 2023
Publish: December 21, 28 and January 4

Lea Ann Doak, City Clerk
City of McCook, NE

SECTION 00100 - INSTRUCTIONS TO BIDDERS

To be considered, Proposals must be made in accord with these Instructions to Bidders.

1. EXAMINATION

Bidders shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.

2. QUESTIONS

Submit all questions about the Plans and Specifications to the Engineer in writing. The Engineer and the Owner will not be responsible for oral clarification.

3. SUBSTITUTIONS

To obtain approval to use unspecified products, bidders shall submit written requests at least ten (10) days before the bid date. Requests received after this time may not be considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, the Engineer will approve it in an Addendum issued to all prime bidders on record.

4. PROPOSALS

Proposals shall be made on unaltered Proposal Forms furnished by the Engineer. Fill in all blank spaces and submit one copy. Proposals shall be signed with name typed below signature. Where bidder is a corporation, Proposals must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

5. BID SECURITY

Bid security shall be made payable to the City of McCook in the amount of five percent (5%) of the Proposal sum. Security shall be either certified check, cashier's check or bid bond issued by surety licensed to conduct business in the State of Nebraska. The successful bidder's security will be retained until he has signed the contract. The Owner reserves the right to retain the security of the next two lowest bidders until the lower bidder enters into contract or until ten days after bid opening whichever is the shorter. All other bid security will be returned as soon as practicable. If a bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty.

6. BONDS

Performance and Payment Bonds are required in the amount of 100% of the contract price.

7. SUBMITTAL

Submit Proposal and Bid Security in an opaque, sealed envelope. Identify the envelope with: (1) Project name; (2) Name of Bidder. Submit Proposals in accord with the Advertisement for Bids.

8. MODIFICATION AND WITHDRAWAL

Proposals may not be modified after submittal. Bidders may withdraw at any time before bid opening but may not resubmit them. No Proposal may be withdrawn or modified after the bid opening except where the award of Contract has been delayed for 45 days.

9. DISQUALIFIED

The Owner reserves the right to disqualify Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

10. OPENING

Proposals will be opened as announced in the Advertisement for Bids.

11. AWARD

The Contracts will be awarded on the basis of lowest responsible bid and the time of completion bid.

12. SALES TAX

The Contractor who is awarded the construction contract shall be appointed to act as a "Purchasing Agent" for the Exempt Organization for all materials to be incorporated into the Project. The Contractor will be supplied with a combination Purchasing Agent Appointment and Exempt Sale Certificate by the Exempt Organization. In turn the Contractor and/or his subcontractors shall provide their suppliers with copies of the document to enable them to purchase materials to be incorporated into the Project without payment of sales/use tax.

Billings from suppliers must be made out in the name of the Exempt Organization which appointed the Contractor as its Purchasing Agent and shall also show the name of the Contractor.

13. SPECIAL INSTRUCTIONS TO BIDDERS

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color or national origin.

C. The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §48-1101 through 48-1126 (Reissue 1998). The Contractor shall include this requirement in all subcontracts entered into pursuant to this agreement.

D. The Contractor shall comply with Fair Labor Standards as required by Neb. Rev. Stat. Sections 73-101 through 73-104 in the pursuit of his business and in the execution of this agreement.

SECTION 00310 - PROPOSAL FORM

_____, 2024

City Council
McCook, NE 69001

The undersigned, having inspected the site for the proposed construction and being familiar with all conditions of the work, including Drawings and Specifications thereof entitled "2024 CRACK SEALING PROJECT", McCook, Nebraska dated December, 2023 and including Addenda or Instructions issued during the estimate period, all as prepared by W DESIGN ASSOCIATES, hereby offers to furnish all plant, labor, equipment, materials and operations required for the complete and prompt execution of all work described in, or shown in, or reasonably implied by the above mentioned documents for such sums as detailed hereinafter:

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE EA.	TOTALS
1.	Pallet of Crafcro RoadSaver 221 Crack Sealer, Applied	20	Ea.	\$ _____	\$ _____

Total Base Bid – _____
_____ Dollars (\$ _____)

* The City of McCook will seal cracks in streets based on “Full Pallet Loads” of crack sealer applied. The City will purchase 20 pallet loads with an option to purchase additional pallet loads. The bid price per pallet of crack sealer includes the cost of the sealer, application of sealer, cleaning of the cracks, labor and equipment required to seal the cracks in the streets. See Sections 01010 and 01805 of these specifications. *One pallet shall be considered 75 ea. 30 lb. boxes of crack filler for a total pallet weight of 2250 lbs.*

Proposed START DATE _____

Proposed COMPLETION DATE _____

Receipt of Addenda is hereby acknowledged:

No. ____ Date ____ No. ____ Date ____ No. ____ Date ____

I (we) acknowledge that the Owner reserves the right to reject any or all bids, to waive any informalities or technical defects or negotiate with any of the Contractors who have submitted Proposals if the Owner deems it to be for his best interests.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract Documents and Bonds to the

Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner proof of insurance coverage, all within ten days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

Time is of the essence and it is the Owner's desire to have this work completed no later than April 15, 2023. The Contractor agrees to complete the work no later than the completion date bid. The Contractor further agrees that if work is completed after that date, he/she will pay to the Owner liquidated damages in the amount of \$100.00 per calendar day after the completion date required to complete the work.

This Proposal shall remain in effect for a period of forty-five (45) days after the closing time for the receipt of bids.

By

Address

Seal (If Corporation)

SECTION 00500 – 2024 CRACK SEALING CONTRACT

THIS AGREEMENT entered into this _____ day of _____ in the year TWO THOUSAND AND TWENTY-FOUR by and between _____ of _____ hereinafter referred to as the "CONTRACTOR" and the CITY OF McCOOK, McCook, Nebraska hereinafter referred to as the "OWNER".

WITNESSETH: That the parties under the CONTRACT agree that the CONTRACTOR shall carry out the following generally described work on the owner’s property in consideration of the unit prices as hereby set forth. 2024 CRACK SEALING PROJECT

ITEM DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
1. Pallet of Crafcro RoadSaver 221 Crack Sealer, Applied	20	Ea.	\$ _____	\$ _____

The City of McCook agrees to purchase full pallet loads of Crack Sealer at the above unit price per pallet with the option to purchase additional full pallets.

All work shall be done in accordance with the Plans and Specifications provided to the CONTRACTOR and dated December, 2023.

Payment requests shall be made monthly and shall be sent to the ENGINEER.

TO WIT: The CONTRACTOR shall at his cost and under his sole responsibility furnish all labor, tools, materials, transportation, equipment and perform all work required for the completion of the work.

Further, the CONTRACTOR agrees to complete all work by _____, 2024 and accepts the liquidated damages clause included in the Proposal Form.

The CONTRACTOR shall comply with all of the State and Federal laws governing and shall hold the OWNER blameless for any and all liabilities arising out of his operations under the Contract. The CONTRACTOR shall provide the OWNER with a Certificate of Insurance for

Worker's Compensation, Comprehensive General Liability, Contractual Liability, Personal Injury and Comprehensive Automobile Liability.

IN WITNESS WHEREOF, the parties to this contract have severally affixed their signatures executing this instrument this _____ day of _____ 2024.

APPROVED:

By _____

By _____

Date _____

Date _____

City of McCook
P. O. Box 1059
McCook, NE 69001

SECTION 00800 - SUPPLEMENTARY CONDITIONS

INTRODUCTION

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction". Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1. All such variations shall be shown on the field documents which shall be delivered to the Engineer before final payment is made.
2. The Contractor shall provide a Certificate of Insurance of the following types and in amounts not less than the following:
 - A. Worker's Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability: \$1,000,000.00
 - B. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury:

\$1,000,000.00	Each Occurrence
\$1,000,000.00/\$1,000,000	Annual Aggregate
 - (b) Property Damage:

\$1,000,000.00	Each Occurrence
\$1,000,000.00	Annual Aggregate
 - (c) Products and Completed Operations to be maintained for one year after final payment.
 - (d) Property Damage Liability Insurance will provide X, C or U coverage, as applicable.
 - C. Contractual Liability:
 - (a) Bodily Injury:

\$1,000,000.00/\$1,000,000	Each Occurrence
----------------------------	-----------------
 - (b) Property Damage:

\$1,000,000.00	Each Occurrence
\$1,000,000.00	Annual Aggregate
 - D. Personal Injury, with Employment Exclusion deleted:

\$1,000,000.00	Annual Aggregate
----------------	------------------

- E. Comprehensive Automobile Liability:
 - (a) Bodily Injury:

\$1,000,000.00	Each Person
\$1,000,000.00/\$1,000,000	Each Occurrence
 - (b) Property Damage:

\$1,000,000.00	Each Occurrence
----------------	-----------------
- F. Umbrella Liability Coverage
 - (a) \$1,000,000.00

This umbrella coverage shall be over and above the stated coverages and amounts.

- G. Additional insurance required. Contractor shall carry in addition to that specifically named by the 'General Conditions', as follows:
 - (a) Completed Operations and Products Liability.
Maintained for one (1) year, commencing with issuance of Final Certificate for Payment.

3. FORM OF AGREEMENT

The form of agreement to be used for this project shall be as provided in the specifications.

4. SANITARY CONVENIENCES

Sanitary conveniences for use of all persons employed on the work shall be provided by the contractor.

5. SCHEDULING OF WORK

Insofar as is practicable, the contractor shall confine his operations to those parts of the site in which the construction work is located.

SECTION 01010 - SUMMARY OF THE WORK

GENERAL

The general contractor and its subcontractors will be required to follow these specifications as well as all Federal, State and local laws, ordinances, rules and regulations.

PROJECT DESCRIPTION

This project involves crack sealing various city streets and alleys in accordance with the NDOT 2017 Standard Specifications for Highway Construction. For this work the Crafcro RoadSaver 221 grade sealant will be used. The City Staff will direct the Contractor as to which streets and alleys will be crack sealed.

The work will be completed based on full pallets of crack sealing material supplied and installed. The Contractor will be directed by the city as to how many pallets will be used and the contractor will seal the cracks on designated streets until all the material is used.

TIME OF COMPLETION

The Contractor shall bid the proposed start and completion of this work on the proposal form. It is the City's desire that the work be completed no later than April 15, 2024.

TRAFFIC CONTROL

The Contractor shall provide traffic control in the areas of work until the crack sealing material has sufficiently cured to allow opening the street to traffic.

PALLET DEFINITION

A pallet shall be considered 75 ea. 30 lb. boxes of crack filler for a total pallet weight of 2250 lbs.

SECTION 01100 - ALTERNATE MATERIALS OR METHODS

1. ALTERNATE MATERIALS

A. Standard Manufacturer

Wherever the terms "Standard", "Recognized" or "Reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment or supplies for a period of over twelve months prior to the date fixed for opening bids.

B. "Or Equal" Clause

Whenever, in any section of the contract documents, plans or specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturers of comparable quality, design and efficiency.

A bidder wishing to substitute a material or product in lieu of an item specified shall submit all appropriate information as called out in the Instructions to Bidders. No changes shall be accepted after submission of proposals unless they result in an improvement to the project and are accepted in writing by the Architect/Engineer or result in an acceptable credit to the owner without prejudice to the project and then only if accepted in writing by the Architect/Engineer.

SECTION 01800 - EXISTING FACILITIES

1. GENERAL

Attention is called to the existence of buried water lines, gas lines, sewer lines and telephone lines within the project limits. The Contractor assumes full responsibility for the location and protection of all utilities, buried or overhead, during the construction operations.

SECTION 01805 – CHANGES TO STANDARD SPECIFICATIONS - TECHNICAL

GENERAL

This section describes the changes to technical portions of the NDOT 2017 Standard Specifications for Highway Construction.

MATERIALS

1. The material used for sealing cracks and joints on all streets and alleys shall be Crafcro RoadSaver 221 or equal.

MEASURE AND PAYMENT

1. The sealing of cracks shall be measured and paid for by the pallet of crack filling material supplied and installed, by type. The item shall include all labor, material and incidentals needed, including cleaning the cracks. Only full pallets of material will be used.

END OF ...

SPECIFICATIONS

FOR

CITY STREET CRACK SEALING

McCOOK, NEBRASKA

2024 CRACK SEALING PROJECT

DECEMBER, 2023



CERTIFICATE OF AUTHORIZATION: CA0011

W DESIGN ASSOCIATES
CONSULTING ARCHITECTS & ENGINEERS
McCOOK/HASTINGS, NEBRASKA

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

ITEM NO. 3.J.

Approve and Ratify McCook Aquatic Park as the name of the new city swimming pool.

BACKGROUND:

The McCook Swimming Pool Committee has had many discussions regarding the name of the new city swimming pool. On December 7, 2023, the Swimming Pool Committee submitted their top two choices for the pool's name to city staff. The two names were McCook Municipal Aquatic Park and McCook Aquatic Park. City staff chose the shorter of the two very similar names: McCook Aquatic Park.

APPROVALS:



Nathan A. Schneider, City Manager

December 13, 2023



Lea Ann Doak, City Clerk

December 13, 2023



Tera Koetter, Assistant City Manager

December 13, 2023

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

ITEM: 3.K.

Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2024 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.

BACKGROUND:

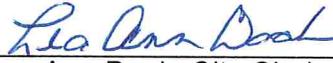
A liquor license issued by the Nebraska Liquor Control Commission and outstanding may be automatically renewed by the Commission without formal application upon payment of the state registration fee and license fee to the Commission.

The City Clerk shall publish one time between January 10 and January 30 of each year, individual notice of the right of automatic renewal of each retail liquor and beer license, except Class C licenses which are published one time between July 10 and July 30, using the form presented in Section 53.135.01 of the Nebraska Liquor Act. A list of existing license holders and the type of license they hold is also included.

In the attached City Manager's Report prepared by Police Chief Hodgson, he recommends automatic renewal of all liquor licenses.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 13, 2023

CURRENT RETAIL LIQUOR LICENSES
December 13, 2023

CLASS A BEER ON SALE	GIPH Restaurants LLC - Pizza Hut of McCook
CLASS C BEER WINE DISTILLED SPIRITS ON & OFF SALE	Gary's Super Foods - Suhr Enterprises, Inc. Citta Deli LLC McCook Lodging LLC - Holiday Inn Express Fuller's Family Restaurant Axe House - Hurling Hatchets LLC Yard & Loop Brewing Co. Taproom
CLASS CK BEER WINE DISTILLED CATERING	Sehnert's Bakery & Bieroc Café
CLASS D BEER WINE DISTILLED SPIRITS OFF-SALE	Casey's General Store #1954 (East) Casey's General Store #2291 (West) Casey's General Store #2984 (Central) Early Morning Cackle, LLC - The Spirit Shop Early Morning Cackle, LLC - The Bottle Shop Wal-Mart Supercenter 790
CLASS DK BEER WINE DISTILLED SPIRITS OFF-SALE CATERING	JBN Inc. - High Times Liquor Mart 1 Smoker's Outlet #1
CLASS I ALCOHOL LIQUOR ON SALE	El Puerto #3 Knights of Columbus McCook Eagles Club A & N Restaurant, LLC (Coppermill) Tequilas Restaurant, LLC - Tequilas Mexican Grill Loop Brewing Company, LLC - Loop Brewing Company McCook Hotel Group LLC - Cobblestone Hotel & Suites
CLASS IB ALCOHOL LIQUOR ON SALE/BEER OFF SALE	Heritage Hills Golf Inc. Old Sarge's Inc. TJ's Family Fun Center Inc. Lyle Laverack - Outlaws 1882 Saloon
CLASS IK ALCOHOL LIQUOR ON SALE/CATERING	Taste of Texas BBQ Inc.
CLASS LK CRAFT BREWERY CATERING	Loop Brewing Co.

CITY MANAGERS REPORT

December 18, 2023, CITY COUNCIL MEETING

ITEM: _____

RECOMMENDATION:

APPROVE THE AUTOMATIC RENEWAL OF LIQUOR LICENSES IN THE CITY OF MCCOOK.

BACKGROUND:

LIQUOR LICENSES IN THE CITY OF MCCOOK:

Retail License Name (DBA)

- | | |
|---|--|
| 1. <u>AXE House</u> | <u>219 Norris Ave.</u> |
| 2. <u>Bottle Shop</u> | <u>309 East B St.</u> |
| 3. <u>Casey's General Store #1954</u> | <u>810 East B St.</u> |
| 4. <u>Casey's General Store #2291</u> | <u>704 West B St.</u> |
| 5. <u>Casey's General Store #2984</u> | <u>204 West B St.</u> |
| 6. <u>CITTA' DELI LLC</u> | <u>110 West 1st St.</u> |
| 7. <u>Cobblestone Hotel & Suites</u> | <u>1301 N. Highway 83</u> |
| 8. <u>Coppermill Restaurant & Lounge</u> | <u>North Highway 83 & Coppermill St.</u> |
| 9. <u>EAGLES FRAT ORDER 2769</u> | <u>805 East B St.</u> |
| 10. <u>EL PUERTO 3</u> | <u>309-311 Norris Ave.</u> |
| 11. <u>Fuller's Family Restaurant</u> | <u>110 Norris Ave.</u> |
| 12. <u>Gary's Super Foods IV</u> | <u>212 Westview Plaza</u> |
| 13. <u>Heritage Hills Golf Course</u> | <u>6000 Club House Dr.</u> |
| 14. <u>HI Times Liquor Mart - Convenience</u> | <u>502 East B St.</u> |
| 15. <u>Holiday Inn Express McCook</u> | <u>711 N. Highway 83</u> |
| 16. <u>Knights of Columbus 1126</u> | <u>308 East 9th St.</u> |
| 17. <u>Loop Brewing Company (2 Licenses)</u> | <u>404 West A St.</u> |
| 18. <u>N-STANT Convenience Store 1</u> | <u>1111 West B St.</u> |
| 19. <u>Old Sarge's Bar</u> | <u>114 West 1st St.</u> |
| 20. <u>Outlaws 1882 Saloon</u> | <u>1006 West B St.</u> |
| 21. <u>Pizza Hut of McCook</u> | <u>811 N. Highway 83</u> |
| 22. <u>Sehnert's Bakery</u> | <u>312 Norris Ave.</u> |
| 23. <u>Spirit Shop</u> | <u>503 West B St.</u> |
| 24. <u>Taste of Texas BBQ</u> | <u>112 West 11th St.</u> |
| 25. <u>Tequilas Mexican Grill</u> | <u>205 Norris Ave.</u> |
| 26. <u>TJ's Family Fun Center</u> | <u>1511 N. Highway 83</u> |
| 27. <u>Walmart #790</u> | <u>1902 West B St.</u> |

OK *

Violations:

FISCAL IMPACT:

None

APPROVALS:

Kevin A. Hodgson

KEVIN HODGSON INTERIM CHIEF OF POLICE

11 / 30 / 23

DATE

Nathan A. Schneider

NATHAN A. SCHNEIDER CITY MANAGER

12-1-23

DATE

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

4.A.
ITEM NO. Update regarding the swimming pool project.

BACKGROUND:

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

APPROVALS:



Nathan A. Schneider, City Manager

December 12, 2023



Lea Ann Doak, City Clerk

December 12, 2023



Tera Koetter, Assistant City Manager

December 12, 2023

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

ITEM NO. 6.C Approve Resolution No. CDA 2023-~~49~~ authorizing and approving the First Amendment to the Redevelopment Contract entered into by and between by the Community Development Agency of the City of McCook and McCook Economic Development Corporation for the Keystone Hotel Redevelopment Project.

BACKGROUND:

The CDA and MEDC entered into a Redevelopment Contract on May 18, 2009 to implement the Keystone Hotel Redevelopment Project. The Redevelopment Contract accidentally permitted the collection of TIF Revenues for a period of 14 years following the effective date instead of 15 years. The agreement intended the CDA to collect the TIF revenues from the entire 15-year TIF period, consisting of tax years 2010 through 2024, with Nebraska real estate taxes customarily paid in arrears in calendar years 2011 through 2025.

In order to effectuate the original intent of the parties, it is necessary to amend the contract to change the bond maturity date, payment in lieu of real estate taxes provision, and to extend the financial record maintenance period. The remaining terms of the agreement will remain unchanged.

A formal resolution is necessary to enact the modification. Additionally, an Amendment to Redevelopment Agreement must be executed by both parties.

APPROVALS:



Nathan A. Schneider, City Manager

December 12, 2023



Lea Ann Doak, City Clerk

December 12, 2023

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

RESOLUTION NO. 2023-09

(First Amendment to Redevelopment Contract –
Keystone Hotel Redevelopment Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA, AUTHORIZING AND APPROVING THE FIRST AMENDMENT TO REDEVELOPMENT CONTRACT FOR THE KEYSTONE HOTEL REDEVELOPMENT PROJECT AND AUTHORIZING THE AMENDMENT OR REPLACEMENT OF THE TIF BOND FOR THE KEYSTONE HOTEL REDEVELOPMENT PROJECT IN ACCORDANCE WITH SAID AMENDMENT.

RECITALS

A. The Community Development Agency of the City of McCook, Nebraska (“CDA”) and McCook Economic Development Corporation, a Nebraska nonprofit corporation (“Redeveloper”), entered into that certain Redevelopment Contract dated May 18, 2009 (the “Redevelopment Contract”) to implement the Keystone Hotel Redevelopment Project (the “Project”).

B. The CDA and Redeveloper desire to amend the Redevelopment Contract to correct and extend the maturity date of the TIF Bond to permit collection of TIF Revenues for the entire statutory period.

C. The CDA has prepared a First Amendment to Redevelopment Contract for the Project to amend the maturity date of the Bond, a copy of which is attached hereto as Exhibit “A” and incorporated by this reference (the “First Amendment”).

NOW THEREFORE, BE IT RESOLVED, by the CDA, that the First Amendment to Redevelopment Contract is hereby approved.

BE IT FURTHER RESOLVED, the CDA authorizes the Chairman of the CDA to execute and enter into the First Amendment.

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

BE IT FURTHER RESOLVED, the CDA shall amend or replace the TIF Bond to correct the maturity date as set forth in the First Amendment, and the Chairman of the CDA and any other representatives of the CDA are authorized to take such all such actions that are necessary to make such correction to the TIF Bond.

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

Dated this ____ day of _____, 2023.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
MCCOOK, NEBRASKA

Chairman

ATTEST:

Secretary

EXHIBIT "A"
First Amendment to Redevelopment Contract

(See Attached)

**FIRST AMENDMENT TO REDEVELOPMENT CONTRACT
(Keystone Hotel Redevelopment Project)**

This First Amendment to Redevelopment Contract ("First Amendment") dated this ___ day of _____, 2023 is entered into by and between the Community Development Agency of the City of McCook, Nebraska ("CDA") and McCook Economic Development Corporation, a Nebraska corporation ("Redeveloper").

RECITALS

- A. The CDA and Redeveloper entered into that certain Redevelopment Contract on May 18, 2009 (the "Redevelopment Contract") to implement the Keystone Hotel Redevelopment Project (the "Project").
- B. The Redevelopment Contract only permitted the collection of TIF Revenues for a period of fourteen (14) years following the Effective Date instead of fifteen (15) years, as permitted by the Act.
- C. It is and has been the intent of the CDA to collect the TIF Revenues from the entire 15-year TIF period, consisting of tax years 2010 through 2024, with Nebraska real estate taxes customarily paid in arrears in calendar years 2011 through 2025.
- D. The CDA and Redeveloper desire to amend the Redevelopment Contract to extend the Maturity Date of the Bond to permit collection of TIF Revenues for the entire statutory period.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Contract, the parties agree to amend the Redevelopment Contract as follows:

- 1. Bond Maturity Date. The last sentence in Section 4.05 of the Redevelopment Contract is hereby deleted and restated as follows:

"The Resolution and the Bond shall provide that any interest and principal on the Bond remaining unpaid as of December 31, 2025, shall be forgiven and cancelled and shall no longer be an obligation of the Agency or of any pledge of taxes pursuant to § 18-2147."

- 2. Payment in Lieu of Real Estate Taxes. Section 4.04 of the Redevelopment Contract is hereby revised and amended such that the annual payment in lieu of real estate taxes, as provided therein, shall extend through the payment of real estate taxes for tax year 2024.

- 3. Maintain Financial Records. Section 4.08 of the Redevelopment Contract is hereby revised and amended such that Redeveloper's obligation to maintain financial records, as provided therein, shall extend through December 31, 2027.

4. Reconfirm other Terms. The CDA and Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Contract, except as expressly modified by the terms of this First Amendment.

This First Amendment to Redevelopment Contract is effective as of the date reflected in the first paragraph above.

CDA:

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

REDEVELOPER:

MCCOOK ECONOMIC
DEVELOPMENT CORPORATION, a
Nebraska corporation

By: _____

Name: _____

Title: _____

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

ITEM NO. 6.D Approve Resolution No. CDA 2023-10 authorizing and approving the First Amendment to the Redevelopment Contract entered into by and between by the Community Development Agency of the City of McCook and McCook Economic Development Corporation for the Quillan Courts Redevelopment Project.

BACKGROUND:

The CDA and MEDC entered into a Redevelopment Contract on June 6, 2016 to implement the Quillan Courts Redevelopment Project. The Redevelopment Contract accidentally permitted the collection of TIF Revenues for a period of 14 years following the effective date instead of 15 years. The agreement intended the CDA to collect the TIF revenues from the entire 15-year TIF period, consisting of tax years 2017 through 2031, with Nebraska real estate taxes customarily paid in arrears in calendar years 2018 through 2032.

In order to effectuate the original intent of the parties, it is necessary to amend the contract to change the bond maturity date, payment in lieu of real estate taxes provision, and to extend the financial record maintenance period. The remaining terms of the agreement will remain unchanged.

A formal resolution is necessary to enact the modification. Additionally, an Amendment to Redevelopment Agreement must be executed by both parties.

APPROVALS:



December 12, 2023

Nathan A. Schneider, City Manager



December 12, 2023

Lea Ann Doak, City Clerk

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

RESOLUTION NO. 2023-10

(First Amendment to Redevelopment Contract –
Quillan Courts Redevelopment Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA, AUTHORIZING AND APPROVING THE FIRST AMENDMENT TO REDEVELOPMENT CONTRACT FOR THE QUILLAN COURTS REDEVELOPMENT PROJECT AND AUTHORIZING THE AMENDMENT OR REPLACEMENT OF THE TIF BOND FOR THE QUILLAN COURTS REDEVELOPMENT PROJECT IN ACCORDANCE WITH SAID AMENDMENT.

RECITALS

A. The Community Development Agency of the City of McCook, Nebraska (“CDA”) and McCook Economic Development Corporation, a Nebraska nonprofit corporation (“Redeveloper”), entered into that certain Redevelopment Contract dated June 6, 2016 (the “Redevelopment Contract”) to implement the Quillan Courts Redevelopment Project (the “Project”).

B. The CDA and Redeveloper desire to amend the Redevelopment Contract to correct and extend the Maturity Date of the TIF Bond to permit collection of TIF Revenues for the entire statutory period.

C. The CDA has prepared a First Amendment to Redevelopment Contract for the Project to amend the Maturity Date of the Bond, a copy of which is attached hereto as Exhibit “A” and incorporated by this reference (the “First Amendment”).

NOW THEREFORE, BE IT RESOLVED, by the CDA, that the First Amendment to Redevelopment Contract is hereby approved.

BE IT FURTHER RESOLVED, the CDA authorizes the Chairman of the CDA to execute and enter into the First Amendment.

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

BE IT FURTHER RESOLVED, the CDA shall amend or replace the TIF Bond to correct the maturity date as set forth in the First Amendment, and the Chairman of the CDA and any other representatives of the CDA are authorized to take such all such actions that are necessary to make such correction to the TIF Bond.

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

Dated this ____ day of _____, 2023.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
MCCOOK, NEBRASKA

Chairman

ATTEST:

Secretary

EXHIBIT "A"
First Amendment to Redevelopment Contract

(See Attached)

Exhibit "A"

**FIRST AMENDMENT TO REDEVELOPMENT CONTRACT
(Quillan Courts Redevelopment Project)**

This First Amendment to Redevelopment Contract (“First Amendment”) dated this ___ day of _____, 2023 is entered into by and between the Community Development Agency of the City of McCook, Nebraska (“CDA”) and McCook Economic Development Corporation, a Nebraska corporation (“Redeveloper”).

RECITALS

- A. The CDA and Redeveloper entered into that certain Redevelopment Contract on June 6, 2016 (the “Redevelopment Contract”) to implement the Quillan Courts Redevelopment Project (the “Project”).
- B. The Redevelopment Contract only permitted the collection of TIF Revenues for a period of fourteen (14) years following the Effective Date instead of fifteen (15) years, as permitted by the Act.
- C. It is and has been the intent of the CDA to collect the TIF Revenues from the entire 15-year TIF period, consisting of tax years 2017 through 2031, with Nebraska real estate taxes customarily paid in arrears in calendar years 2018 through 2032.
- D. The CDA and Redeveloper desire to amend the Redevelopment Contract to extend the Maturity Date of the Bond to permit collection of TIF Revenues for the entire statutory period.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Contract, the parties agree to amend the Redevelopment Contract as follows:

- 1. Bond Maturity Date. The Bond Maturity Date set forth in Exhibit B to the Redevelopment Contract is hereby revised and amended to be defined as December 31, 2032.
- 2. Payment in Lieu of Real Estate Taxes. Section 4.03 of the Redevelopment Contract is hereby revised and amended such that the annual payment in lieu of real estate taxes, as provided therein, shall extend through the payment of real estate taxes for tax year 2031.
- 3. Reconfirm other Terms. The CDA and Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Contract, except as expressly modified by the terms of this First Amendment.

[Signature Page Follows]

This First Amendment to Redevelopment Contract is effective as of the date reflected in the first paragraph above.

CDA:

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

REDEVELOPER:

MCCOOK ECONOMIC
DEVELOPMENT CORPORATION, a
Nebraska corporation

By: _____

Name: _____

Title: _____

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

ITEM NO. 6.E Approve Resolution No. CDA 2023-11 authorizing and approving the First Amendment to the Redevelopment Contract entered into by and between by the Community Development Agency of the City of McCook and McCook Economic Development Corporation for the Clary Village Redevelopment Project.

BACKGROUND:

The CDA and MEDC entered into a Redevelopment Contract on March 16, 2015 to implement the Clary Village Redevelopment Project. The Redevelopment Contract accidentally permitted the collection of TIF Revenues for a period of 13 years following the effective date instead of 15 years. The agreement intended the CDA to collect the TIF revenues from the entire 15-year TIF period, consisting of tax years 2016 through 2030, with Nebraska real estate taxes customarily paid in arrears in calendar years 2017 through 2031.

In order to effectuate the original intent of the parties, it is necessary to amend the contract to change the bond maturity date, payment in lieu of real estate taxes provision, and to extend the financial record maintenance period. The remaining terms of the agreement will remain unchanged.

A formal resolution is necessary to enact the modification. Additionally, an Amendment to Redevelopment Agreement must be executed by both parties.

APPROVALS:



December 12, 2023

Nathan A. Schneider, City Manager



December 12, 2023

Lea Ann Doak, City Clerk

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

RESOLUTION NO. 2023-11

(First Amendment to Redevelopment Contract –
Clary Village Redevelopment Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA, AUTHORIZING AND APPROVING THE FIRST AMENDMENT TO REDEVELOPMENT CONTRACT FOR THE CLARY VILLAGE REDEVELOPMENT PROJECT AND AUTHORIZING THE AMENDMENT OR REPLACEMENT OF THE TIF BOND FOR THE CLARY VILLAGE REDEVELOPMENT PROJECT IN ACCORDANCE WITH SAID AMENDMENT.

RECITALS

A. The Community Development Agency of the City of McCook, Nebraska (“CDA”) and McCook Economic Development Corporation, a Nebraska nonprofit corporation (“Redeveloper”), entered into that certain Redevelopment Contract dated March 16, 2015 (the “Redevelopment Contract”) to implement the Clary Village Redevelopment Project (the “Project”).

B. The CDA and Redeveloper desire to amend the Redevelopment Contract to correct and extend the Maturity Date of the TIF Bond to permit collection of TIF Revenues for the entire statutory period.

C. The CDA has prepared a First Amendment to Redevelopment Contract for the Project to amend the Maturity Date of the Bond, a copy of which is attached hereto as Exhibit “A” and incorporated by this reference (the “First Amendment”).

NOW THEREFORE, BE IT RESOLVED, by the CDA, that the First Amendment to Redevelopment Contract is hereby approved.

BE IT FURTHER RESOLVED, the CDA authorizes the Chairman of the CDA to execute and enter into the First Amendment.

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

BE IT FURTHER RESOLVED, the CDA shall amend or replace the TIF Bond to correct the maturity date as set forth in the First Amendment, and the Chairman of the CDA and any other representatives of the CDA are authorized to take such all such actions that are necessary to make such correction to the TIF Bond

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

Dated this ____ day of _____, 2023.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
MCCOOK, NEBRASKA

Chairman

ATTEST:

Secretary

EXHIBIT "A"
First Amendment to Redevelopment Contract

(See Attached)

Exhibit "A"

**FIRST AMENDMENT TO REDEVELOPMENT CONTRACT
(Clary Village Redevelopment Project)**

This First Amendment to Redevelopment Contract ("First Amendment") dated this ___ day of _____, 2023 is entered into by and between the Community Development Agency of the City of McCook, Nebraska ("CDA") and McCook Economic Development Corporation, a Nebraska corporation ("Redeveloper").

RECITALS

- A. The CDA and Redeveloper entered into that certain Redevelopment Contract on March 16, 2015 (the "Redevelopment Contract") to implement the Clary Village Redevelopment Project (the "Project").
- B. The Redevelopment Contract only permitted the collection of TIF Revenues for a period of thirteen (13) years following the Effective Date instead of fifteen (15) years, as permitted by the Act.
- C. It is and has been the intent of the CDA to collect the TIF Revenues from the entire 15-year TIF period, consisting of tax years 2016 through 2030, with Nebraska real estate taxes customarily paid in arrears in calendar years 2017 through 2031.
- D. The CDA and Redeveloper desire to amend the Redevelopment Contract to extend the Maturity Date of the Bond to permit collection of TIF Revenues for the entire statutory period.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Contract, the parties agree to amend the Redevelopment Contract as follows:

- 1. Bond Maturity Date. The Bond Maturity Date set forth in Exhibit B to the Redevelopment Contract is hereby revised and amended to be defined as December 31, 2031.
- 2. Payment in Lieu of Real Estate Taxes. Section 4.03 of the Redevelopment Contract is hereby revised and amended such that the annual payment in lieu of real estate taxes, as provided therein, shall extend through the payment of real estate taxes for tax year 2030.
- 3. Reconfirm other Terms. The CDA and Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Contract, except as expressly modified by the terms of this First Amendment.

[Signature Page Follows]

This First Amendment to Redevelopment Contract is effective as of the date reflected in the first paragraph above.

CDA:

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

REDEVELOPER:

MCCOOK ECONOMIC
DEVELOPMENT CORPORATION, a
Nebraska corporation

By: _____

Name: _____

Title: _____