

# MCCOOK CITY COUNCIL

## REGULAR MEETING

**Monday, April 15, 2024**  
**5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

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

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.
2. Presentation.
  - A. McCook Lodge #135/McCook Masonic Bodies presentation regarding the upcoming McCook Aquatic Park cornerstone ceremony scheduled for May 18, 2024 at 1:00 P.M.
3. Public Hearings.
  - A. Public Hearing - Request for a special exception by Brian and Jessica Luke to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at #1 Club House Drive; Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska.
    1. Adjourn the Public Hearing.
  - B. Approve the application for a special exception by Brian and Jessica Luke to allow a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM), said property located at #1 Club House Drive; legally described as Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska, finding Special Exception considerations A-I are satisfied.
  - C. Public Hearing - Regarding the Redevelopment Plan for the R Perry Redevelopment Project as to its conformity with the general plan for the development of the City as a whole.
    1. Adjourn the Public Hearing.
  - D. Meeting of the Community Development Agency - recess as City Council and convene meeting.
    1. Call to Order and Roll Call.
    2. Open Meetings Act Announcement.

3. Adopt Resolution No. CDA 2024-01 recommending approval of a Redevelopment Plan for the R Perry Redevelopment Project in the City of McCook, Nebraska, to the McCook City Council.
    4. Recess as a Community Development Agency.
  - E. Adopt Resolution No. 2024-06 approving the R Perry Redevelopment Project Redevelopment Plan for the City of McCook, Nebraska.
    1. Recess as a City Council.
  - F. Adopt Resolution No. CDA 2024-02 authorizing and approving a Redevelopment Agreement for the R Perry Redevelopment Project, including the use of TIF for the Redevelopment Project.
    1. Adjourn the McCook Community Development Agency.
  - G. Approve Resolution No. 2024-07 approving the Redevelopment Agreement between the City of McCook/CDA and R Perry Construction.
4. Proclamations.
  - A. Approve the proclamation designating April 26, 2024 as "Arbor Day" in the City of McCook and authorize the Mayor to sign.
  - B. Approve the proclamation designating the week of April 21 - 27, 2024 as "Public Transit Week" in the City of McCook and authorize the Mayor to sign.
5. Consent Agenda.

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

  - A. Approve the minutes of the April 1, 2024 regular City Council meeting.
  - B. Accept the minutes of the April 8, 2024 Planning Commission meeting.
  - C. Receive and file the Financial Report for the period ending March 31, 2024.
  - D. Receive and file the claims for the month of March 2024, published April 12, 2024.
  - E. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable and new ground level vaults at North Pointe subdivision.
  - F. Approve an application from Pinpoint Communications, Inc. of Cambridge, Nebraska, to occupy city right-of-way for the purpose of installing underground conduit, vaults, and pedestals for fiber optic cable at North Pointe subdivision.
  - G. Approve an application from Nebraska Public Power District to occupy city right-of-way for the purpose of installing underground electrical cable and conduit at North Pointe subdivision.
  - H. Approve an application from Century Link to occupy city right-of-way for the purpose of installing an underground fiber optic cable and two ground level vaults, service for 201 West 4th Street.
  - I. Adopt Resolution No. 2024-08 granting a Waiver of Payment in Lieu of Taxes to the McCook Housing Agency.
6. Regular Agenda.
  - A. Ordinance No. 2024-3079 amending the City of McCook's Code of Ordinances by removing Chapter 93 and amending Sections 95.01, 95.02, 95.03, and 95.04 in Title IX: General Regulations.
    1. Chairperson asks Clerk to read Ordinance by title.

2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
  3. Final passage of Ordinance No. 2024-3079.
  4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
- B. Approve and enter into a Nuisance Abatement Agreement with West Central Nebraska Development District, Inc. (WCNDD).
- C. Adopt Resolution No. 2024-09 approving the appointment of West Central Nebraska Development District, Inc. (WCNDD) to act as Nuisance Officer for the City of McCook.
- D. Authorize City Staff to proceed with filling a Complaint to Foreclose the special assessment on Original Town Addition, Block 10, Lot 4 (commonly referred to as 406 E 1st Street).
- E. Ordinance No. 2024-3076 providing for the amendment of Chapter 38: Appendix E, Water Department Rates and Fees.
1. Chairperson asks Clerk to read Ordinance by title.
  2. Consider approval of Ordinance No. 2024-3076 upon its third and final reading.
  3. Chairperson declaration after vote and passage.
- F. Ordinance No. 2024-3077 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.
1. Chairperson asks Clerk to read Ordinance by title.
  2. Consider approval of Ordinance No. 2024-3077 upon its third and final reading.
  3. Chairperson declaration after vote and passage.
- G. Council Comments.
- H. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to real estate purchase for Sports Complex.
1. Nebraska Open Meetings Act statement, if the motion to close passes.
  2. Close Executive Session.
- I. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to potential litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin.
1. Nebraska Open Meetings Act statement, if the motion to close passes.
  2. Close Executive Session.
- J. Authorize City Staff to proceed with necessary actions to abate nuisance at 1111 West "H" Street, McCook, Nebraska.

Adjournment.

**CITY MANAGER'S REPORT  
APRIL 15, 2024 CITY COUNCIL MEETING**

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**ITEM:**        2.A.

McCook Lodge #135/McCook Masonic Bodies presentation regarding the upcoming McCook Aquatic Park cornerstone ceremony scheduled for May 18 at 1:00 P.M.

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**BACKGROUND:**

A "Topic for Consideration for City Council Agenda" was received from the McCook Lodge #135/McCook Masonic Bodies requesting to speak at the April 15 City Council meeting to present a brief synopsis of the upcoming cornerstone ceremony for the McCook Aquatic Park scheduled for May 18 at 1:00 P.M.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

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

April 10, 2024

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

April 10, 2024

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

April 10, 2024



Lea Ann Doak, City Clerk  
 City of McCook  
 505 West C St.  
 P.O. Box 1059  
 McCook, NE 69001

March, 26, 2024

Telephone: (308)345-2022  
 E-mail: [admin@cityofmccook.com](mailto:admin@cityofmccook.com)  
 Website: [www.cityofmccook.com](http://www.cityofmccook.com)

## TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please complete the information below and submit to the City Clerk's office. The item will be reviewed and forwarded to city staff for appropriate action or scheduled for a future meeting of the City Council, if necessary. You will be notified of the staff recommendation or action taken on your request or when the item will be presented to the City Council for consideration.

Name: McCook Lodge #135 / McCook Masonic Bodies

Address: 322 NORRIS % Steve Lyne PO Box 649 Alma, NE 68920

Telephone Number: % Steve Lyne, Secretary / Treasurer 308-340-9512

Email Address: % Steve Lyne, steveselectric@msn.com

Date of Request: for April 15th council meeting

**Description of Requested Topic: (Please be as specific as possible and use additional sheets of paper if needed.)**

A few members would like to speak at the council meeting on April 15th to present a brief synopsis of the upcoming cornerstone ceremony May 18th, 2024 for the McCook Aquatic Park at 1:00pm the 18th. They would like to formally invite City officials, City Council Members, etc to ceremony.

For Administrative Purposes:	
Date Request Received: _____	Received by: _____
Action Taken: _____ _____ _____	
Follow-Up Needed: _____ _____ _____	
Signed: _____	Date: _____

Completed form must be received 2 weeks prior to the Council meeting to get on the agenda. For 1<sup>st</sup> Monday meeting of the month, form must be submitted by 3<sup>rd</sup> Monday of the month before. For 3<sup>rd</sup> Monday meeting of the month, form must be submitted by the 1<sup>st</sup> Monday of the month.



**CITY MANAGER'S REPORT  
APRIL 15, 2024 MCCOOK CITY COUNCIL MEETING**

**3.A.**

**ITEM:** \_\_\_ Public Hearing - Request for a special exception by Brian and Jessica Luke to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at #1 Club House Drive; Lot 1, Block 7, Golf Course First Addition to the City of McCook.

**3.B.**

**ITEM:** \_\_\_ Approve a special exception to allow a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located #1 Club House Drive; Lot 1, Block 7, Golf Course First Addition to the City of McCook, finding that Special Exception considerations A - I are satisfied.

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**BACKGROUND:**

The City of McCook has received a special exception request from Brian and Jessica Luke. Specifically, the applicants have requested that the property located at #1 Club House Drive be granted special exception status for the purpose of operating a bed and breakfast and/or a vacation rental. The property at issue is a duplex structure, said special exception to specifically run with the unit on the east side of the duplex. Brian and Jessica Luke live in the west duplex unit. The property is located southeast of the Heritage Hills Clubhouse. The duplex is the only residential property located west of the Wedgewood Drive Club House Drive intersection on the south side of Club House Drive.

The application addresses McCook's Zoning Ordinance, Article 24 Special Exception requirements relative to the RM District. Based on staff's review, 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. The residential structure's footprint would remain the same. Also, staff believes the request generally complies with the City of McCook's Comprehensive Plan.

The recommendation of staff is based upon review of the City's special exception criteria. Any restrictions placed upon the property via a covenant falls beyond the scope of the City's acceptable criteria.

The McCook Planning Commission voted unanimously to recommend approval of the special exception to the McCook City Council at its April 1, 2024 meeting.

**APPROVALS:**

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

April 10, 2024

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

April 10, 2024

**EXHIBIT #1**

**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 April 8, 2024, at 5:15 P.M. and by the McCook City Council on April 15, 2024, 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 #1 Club House Drive; Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska. Land Owner, Brian and Jessica Luke. 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: March 29, 2024.

**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: #1 Club House Drive

LEGAL DESCRIPTION: Lot One (1), Block Seven (7), Golf Course First Addition to the City of McCook, Red Willow County, Nebraska.

LAND OWNER: Brian and Jessica Luke

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

APRIL 8, 2024 - 5:15 P.M.  
MCCOOK PLANNING COMMISSION  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

APRIL 15, 2024 - 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: March 29, 2024  
Post: March 29, 2024  
Mail: March 29, 2024

**EXHIBIT #3**

**PAGE(S) - 1**

**OWNERSHIP LIST FOR MAILING:**

President  
McCook Public Schools  
600 West 7<sup>th</sup> Street  
McCook NE 69001

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

Red Willow County  
% Penny Cooper  
502 Norris Avenue  
McCook NE 69001

Red Willow County Planning Commission  
502 Norris Avenue  
McCook NE 69001

Elizabeth Nothnagel  
805 Spruce Rd  
McCook, NE 69001

Steven and Sharon Frimann  
22264 N Maxwell Road  
Stapleton, NE 69163

Heritage Hills Golf Corp  
6000 Club House Drive  
McCook, NE 69001

Michael and Krystal Paz  
#24 Wedgewood Drive  
McCook, NE 69001

**EXHIBIT #4**

**PAGE(S) - 1**

CITY OF McCOOK

LAND USE ACTION REQUEST FORM

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

- Zone Change
- Special Exception**
- Administrative Permit (Personal Wireless Facility)
- Special Exception (Personal Wireless Facility)
- Minor Subdivision
- Major Subdivision
- Planned Development(Includes Zone Change)

Name of Project: Bogies Airbnb  
Description of Project: Airbnb short term Rental,  
vacation rental

Project sponsor or developer:  
Name: Brian & Jessica Luke  
Address: 3 Club House Dr. McCook NE 69001  
Phone number: 308-340-8501, 424-202-4680  
Fax number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Land owner or owners:  
Name: Brian & Jessica Luke  
Address: 3 Club House Dr. McCook NE 69001  
Phone number: 308-340-8501, 424-202-4680  
Fax number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_



## 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:

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X

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.)

X

We are requesting a special exception to operate a short term rental, vacation rental airbnb in a residential, medium density area

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

X

- (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, 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;
- (C) the location of refuse and service areas, 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;

Regarding a special exception to allow a short term rental, vacation rental:

(A) As indicated on the schematic, there is ample off-street parking that can accommodate up to 4 vehicles. The driveway is shared but it is easily wide enough for two vehicles side by side, and we will dedicate the north half for the occupants. The property is easily accessible from Club House Drive in the event of an emergency.

(B) We do not perceive any increase in noise, glare or odor. As we will be occupying the other half of this duplex as our primary place of residence, we will have a strict, no parties, noise policy in place. As a family of young children, having a shared wall with this property, that is important to us as well as those around us.

(C) We have city trash collection services that come twice weekly to collect refuse.

(D) Utilities are supplied through the city water and trash collection services, and electric through NPPD.

(E) N/A

(F) We do not intend to have any signs in place, or any lighting that would cause a traffic safety concern.

(G) This property does have a large yard that is fenced in with chain link fencing.

(H) We feel this property is compatible with adjacent properties in the area. Given the location of this property, there is not a close neighbor, that would share a yard or sidewalk.

(I) We do feel this plan is compatible.

In addition, we feel as though our plan complies and fits in with the Comprehensive plan for the City of McCook. In section 5, of the McCook comprehensive plan, it discusses how Heritage Hills Golf Course is one of the main recreational draws to the city. By granting this exception, we will be able to provide tourists with an accommodation option specifically geared towards families and larger groups in a location on the course. The McCook comprehensive plan also lists strategies for continued growth and development in sections 6.10 and 6.11, in specific regards to promoting tourism related activities.

(G) required yards and other open space;

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

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

\_\_\_\_\_ Explain how the project complies with the Comprehensive Plan: \_\_\_\_\_

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Parcel Information	
<b>Parcel ID:</b>	001106800
<b>Map Number</b>	
<b>State Geo Code</b>	4283-00-0-00000-000-0000
<b>Cadastral #</b>	
<b>Images</b>	<a href="#">Photo #1</a> <a href="#">Sketch #1</a>
<b>Current Owner:</b>	LUKE/BRIAN #1 CLUBHOUSE DRIVE MCCOOK, NE 69001
<b>Situs Address:</b>	#1 CLUB HOUSE DRIVE MCCOOK
<b>Tax District:</b>	80
<b>School District:</b>	S.D. #17 GEN/SPEC BLD, 73-0017
<b>Account Type:</b>	Residential
<b>Legal Description:</b>	0 3 30 GOLF COURSE FIRST ADDITION MCCOOK BLK 7, LOT 1
<b>Lot Width:</b>	N/A
<b>Lot Depth:</b>	N/A
<b>Total Lot Size:</b>	7730.00 sq ft

Assessed Values				
Year	Total	Land	Outbuilding	Dwelling
2023	\$186,036	\$13,528	\$0	\$172,508
2022	\$155,384	\$11,595	\$0	\$143,789

Yearly Tax Information		
Year	Amount	Levy
2023	\$3,062.88	1.75769
2022	\$2,715.96	1.854491

2023 Tax Levy	
Description	Rate
ED UNIT #15	0.01470800
NATURAL RESOURCE	0.03242900
MID-PLAINS GEN/CAP IMP	0.07462600
S.D. #17 BOND	0.05528700
CITY OF MCCOOK GEN	0.34081400
HIGH PLAINS HISTORICAL	0.00300000
COUNTY	0.29046800
S.D. #17 GEN/SPEC BLD	0.94635800

Sales Information				
Sale Date	Sale Price	Book & Page	Grantor	Parcel Ids
10/13/2023	\$180,000.00	2023 / 01304	DUFFIELD/MARY A	
10/13/2023	\$0.00	2023 / 01303	DUFFIELD/CHARLIE J & MARY A	
07/06/2012	\$100,000.00	2012 / 01406	HAGER/JANELLA M	
10/05/2007	\$0.00	2007 / 01624	HAGER/JAMES J & JANELLA M	



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

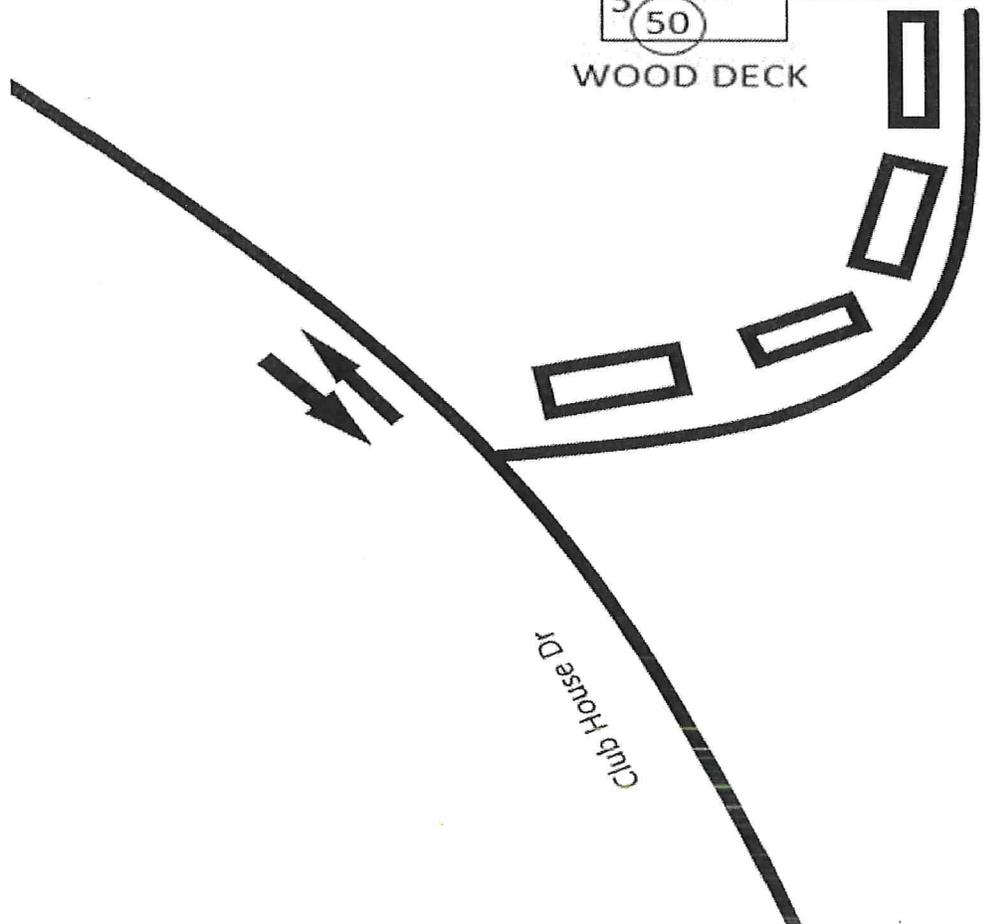
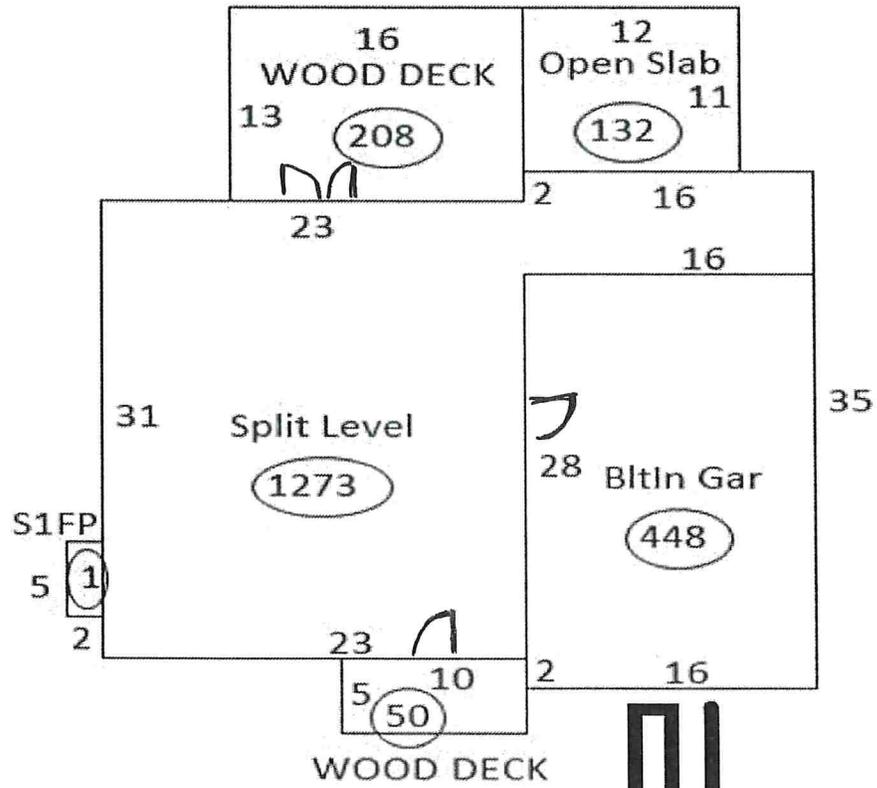
Property Notes	
Date	Note

Land Information			
Lot Width (ft)	Lot Depth (ft)	Description	Lot Size
0.00	0.00	7730 S.F.	7730.00 sq ft

Residential Datasheet			
<b>Zoning:</b>		<b>Condition:</b>	Average - Good
<b>Year Built:</b>	1983	<b>Style:</b>	100% Split Level
<b>Exterior:</b>	100% Frame, Siding, Vinyl	<b>Bathrooms:</b>	2.00
<b>Bedrooms:</b>	2	<b>Heating/Cooling:</b>	100% Heat Pump
<b>Roof Cover:</b>	Composition Shingle	<b>Min Finish:</b>	643 sq. ft
<b>Basement Size:</b>	825 sq. ft	<b>Part Finish:</b>	0 sq. ft
<b>Building Size:</b>	1,273 sq. ft	<b>Garage 1:</b>	Built-in Garage(SF)
<b>Quality:</b>	Average +	<b>Garage 1 Size:</b>	448 sq. ft

Dwelling Data		
Description	Units	Value
Wood Deck	50	\$2,258
Wood Deck	208	\$5,097
Open Slab Porch	132	\$1,278
Single 1-Story Fireplace	1	\$5,885

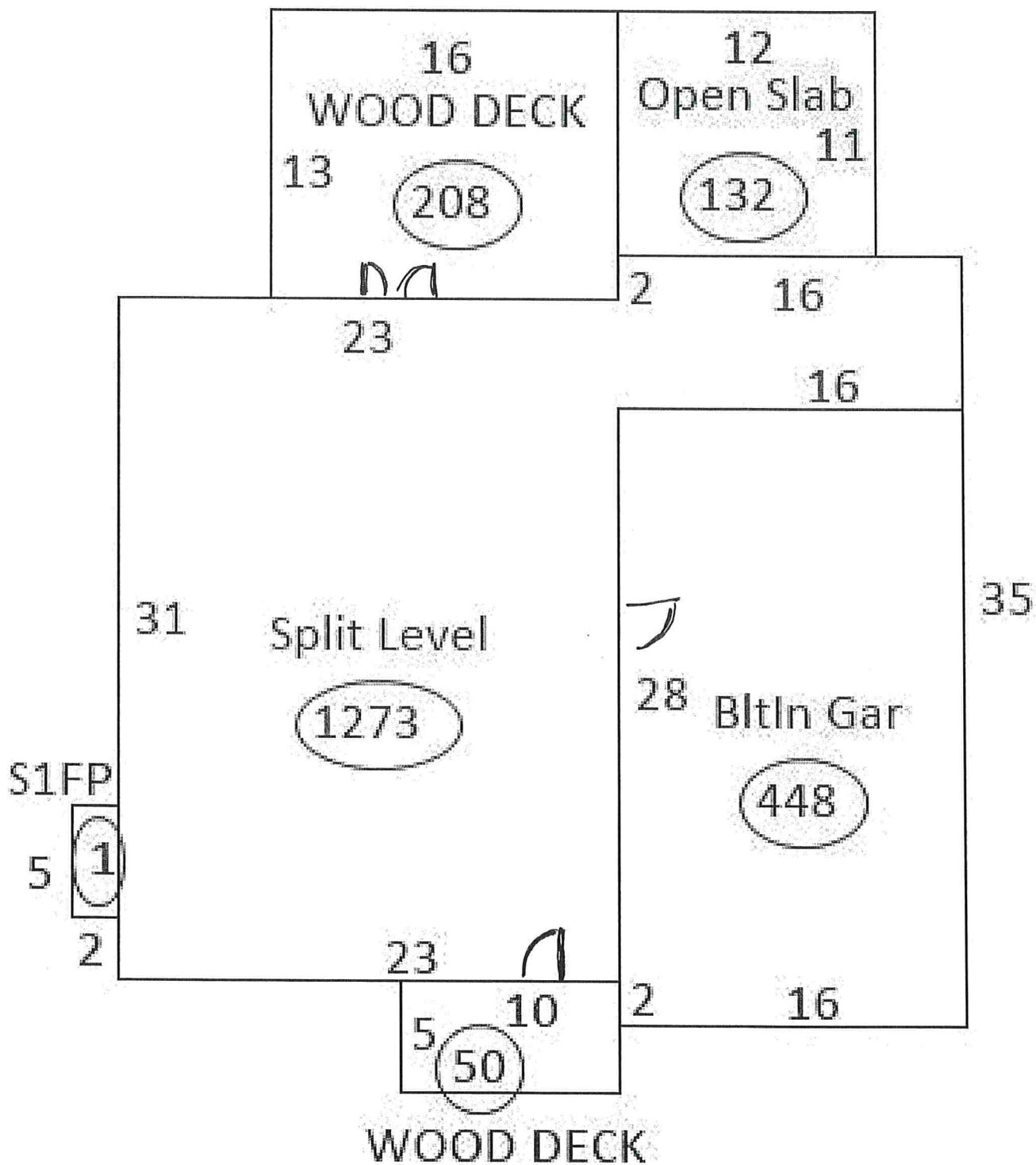
Outbuilding Data			
Description	Units	Year Built	Cost



# Google Maps



Map data ©2024, Map data ©2024 Google 20 ft

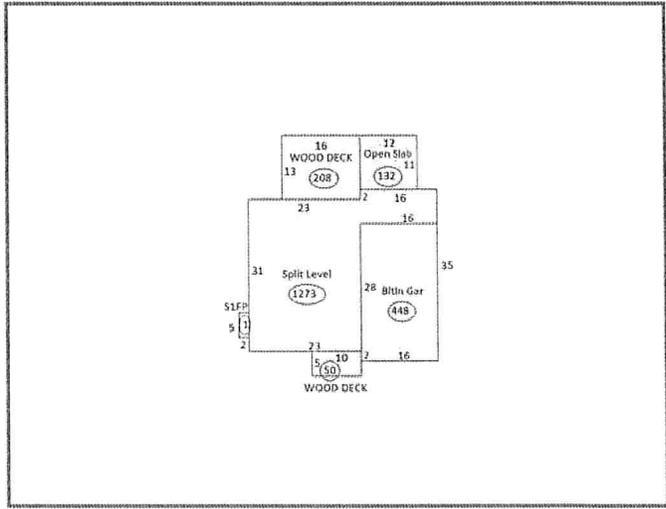
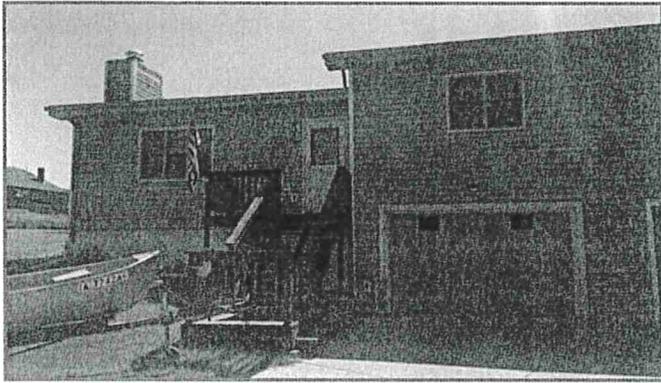


3/13/2024

Red Willow County Assessor



### Photo/Sketch



## ARTICLE 9

### RESIDENTIAL MEDIUM DENSITY DISTRICT (RM)

Article 9 - Residential Medium Density District (RM)

**Section 901. Intent.** The intent of a Residential - Medium Density District (RM) is to provide for medium density residential use areas together with certain prescribed compatible uses.

**Section 902. Permitted Principal Uses and Structures.** The following principal uses and structures shall be permitted in Residential - Medium Density Districts (RM):

- 1.—Dwellings, single family.
2. Manufactured homes under the prescribed conditions of Section 2113 of this Ordinance.
3. Dwellings, duplex.
4. Churches, places of worship and cemeteries.
5. Public uses: including but not limited to parks, playgrounds, recreational uses, fire stations, public utilities and utility distribution systems.
6. Child care homes.
7. Group Homes.

**Section 903. Permitted Accessory Uses and Structures.** The following accessory uses and structures shall be permitted in Residential - Medium Density Districts (RM):

1. Home occupations under the prescribed conditions of Section 2116 of this Ordinance.
2. Mobile homes under the prescribed conditions of Section 2109 of this Ordinance.
3. Accessory uses and structures normally appurtenant to the permitted uses and structures when established within the space limits of this district, and under the prescribed conditions of Section 2103 of this Ordinance.

**Section 904. Special Exceptions.** After the provisions of this Ordinance relating to special exceptions have been fulfilled, the City Council may permit as special exceptions in Residential - Medium Density Districts (RM):

1. Dwellings, multiple-family
2. Professional offices.
3. Colleges and universities.
4. Dwellings, Townhouses.
5. Public and parochial nursery, primary, intermediate and secondary schools.
6. Alternative energy systems utilizing Biomass, Geothermal, Hydropower, Solar and/or Wind sources in conformance with "Net Metering" per Nebraska State Statutes §70-2001 to 2005 (August 30, 2009, as amended). Individual or "Small Wind Energy Conversion Systems (SWECS) shall also be in conformance with the provisions of Section 2117 of this Ordinance.

7. Private golf courses and country clubs.
8. Child care center.
9. Hospitals, nursing homes, retirement and elderly housing facilities.
10. Medical clinics and other health facilities.
11. Funeral homes and funeral chapels.
12. Mobile home parks under the prescribed conditions of Section 2110 of this Ordinance.
13. Museums; historic and monument sites.
14. Telecommunication Towers under the prescribed conditions of Article 30 of this Ordinance.
15. Boarding House, Rooming House, or Bed and Breakfast.
16. Timeshare and Vacation Rental.

**Section 905. Prohibited Uses and Structures.** All other uses and structures which are not specifically permitted or not permissible as special exceptions shall be prohibited from Residential Medium Density Districts (RM).

**Section 906. Height and Area Regulations.** The minimum lot and maximum height provisions shall be as follows:

	Lot Area (Sq. Ft.)	Lot Width	Front Yard	Side Yard	Rear Yard	Height Principle/Access.
Single Family Dwelling	5,000	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 <sup>nd</sup> side of interior lots. (2) (3)	15'	35' / 35'
Duplex Dwelling	2,500 per dwelling unit	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 <sup>nd</sup> side of interior lots. (2) (3)	15'	35' / 35'
Multifamily Dwelling	2,500 per dwelling unit	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 <sup>nd</sup> side of interior lots. (2) (3)	15'	45' / 35'
Townhouse dwelling	2,500 per dwelling unit	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 <sup>nd</sup> side of interior lots. (2) (3)	15'	45' / 35'
Other Permitted Uses	5,000	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 <sup>nd</sup> side of interior lots. (2) (3)	15'	35'

Notes: (1) In the case of structures erected on lots adjacent to lots which have structures existing at the effective date of this Ordinance, the required front yard may be the average of the front yards existing on the adjacent lots.

- (2) Side yards for corner lots facing the street shall be one-half of the front yard setback minimum requirements.
- (3) A non-combustible carport may be constructed with a minimum side yard clearance of three feet (3') feet and shall be attached to an existing structure.
- (4) Platted lots in existence as of the 2013 update of this Ordinance may have a lot width of fifty (50) feet or less, as long as the lot meets the front, side and rear yard setback requirements. (See Section 2202 of this Ordinance.

**Section 907. Maximum Lot Coverage.** The maximum lot coverage for all buildings shall not be more than fifty-five (55) percent of the total lot area.

**Section 909. Parking Regulations.** Parking within the Residential Medium Density District (RM) shall be in conformance with the provisions of Section 2111 of this Ordinance.

**Section 910. Fence Regulations.** Fences, walls and hedges within the Residential Medium Density District (RM) shall be in conformance with the provisions of Section 2102 of this Ordinance.

**Section 911. Sign Regulations.** Signs within the Residential Medium Density District (RM) shall be in conformance with the provisions of Section 2112 of this Ordinance.

## 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 #7**

**PAGE(S) - 1**

**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  
April 8, 2024  
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; Vice Chair Hilker; Commissioners Bradley (arrived 5:22 P.M.), Davidson, Dueland, Lyons, McDowell.

Absent: Commissioners Friehe, Stevens, Mockry.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on April 4, 2024, 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 February 12, 2024 regular Planning Commission meeting.

Motion to approve the minutes of the February 12, 2024 regular Planning Commission meeting. This motion, made by McDowell and seconded by Dueland, passed.

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

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by Brian and Jessica Luke to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at #1 Club House Drive; Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska.

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 Brian and Jessica Luke to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at #1 Club House Drive; Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This

motion, made by Vosburg and seconded by McDowell, passed.

Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the April 8, 2024 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 (1 page); Exhibit #5 - Land Use Action Request Form and attachments (11 pages); Exhibit #6 - City of McCook Zoning Ordinance Article 9, Residential Medium Density District (RM) (3 pages); Exhibit #7 - City of McCook Zoning Ordinance Article 24, Special Exceptions (1 page); and Exhibit #8 - Findings and Determinations of McCook City Council (2 pages).

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

Jessica Luke, applicant, was present to answer questions from the Commission. They own the entire duplex, live in one of the units and are requesting the special exception for the other one. That unit has four bedrooms, two bathrooms and will accommodate eight people. They do not plan to allow pets, four cars can be parked in half of the drive, they will be allowed use of the garage, and since they occupy half of the duplex, they will have a strict, no parties, noise policy in place.

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: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

2,B. Recommend approval to the City Council the application for a special exception by Brian and Jessica Luke to allow a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM), said property located at #1 Club House Drive; legally described as Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska, finding Special Exception considerations A-I are satisfied.

Commissioners completed their Special Exception Findings and Determinations and all found that Considerations A - I have been made.

Motion to recommend approval to the City Council the application for a special exception by Brian and Jessica Luke to allow a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM), said property located at #1 Club House Drive; legally described as Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska, finding Special Exception considerations A-I are satisfied. This motion, made by Vosburg and seconded by Dueland, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

- 2.C. Public Hearing - Regarding the Redevelopment Plan for the R Perry Redevelopment Project as to its conformity with the general plan for the development of the City as a whole.

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

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the April 8, 2024 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages); Exhibit #5 - Proposed Resolution No. PC 2024-01 (2 pages); and Exhibit #6 - Proposed Redevelopment Plan for the R Perry Redevelopment Project.

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

Joe Johnson, representing the applicant, was present to answer questions from the Council. The project consists of the construction of three single family dwellings and associated improvements. The projected annual tax shift (amount of available for TIF) is \$17,055.

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 Lyons, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

- 2.D. Approve Resolution No. PC 2024-01 recommending approval of a Redevelopment Plan of the City of McCook, Nebraska, approving a Redevelopment Project of the City of McCook, Nebraska; and approval of related actions for the purpose of development of the R Perry Redevelopment Project.

Motion to approve Resolution No. PC 2024-01 recommending approval of a Redevelopment Plan of the City of McCook, Nebraska, approving a Redevelopment Project of the City of McCook, Nebraska; and approval of related actions for the purpose of development of the R Perry Redevelopment Project. This motion, made by Vosburg and seconded by McDowell, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

2E. Select new officers for the term of April 2024 through March 2025 - Chair, Vice-Chair, and Secretary - pursuant to Chapter 35, Section 35.001 of the City of McCook Code of Ordinances.

Motion to nominate and select Chad Lyons as Chair of the Commission. This motion, made by Vosburg and seconded by Dueland, passed.

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

Motion to nominate and select Tammie Hilker as Vice Chair of the Commission. This motion, made by Dueland and seconded by Bradley, passed.

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

Motion to nominate and select Camy Bradley as Secretary of the Commission. This motion, made by Dueland and seconded by Vosburg, passed.

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

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 6:25 P.M.

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Lea Ann Doak, City Clerk-Treasurer  
Recording Secretary

**CITY MANAGER'S REPORT  
APRIL 15, 2024 MCCOOK CITY COUNCIL MEETING**

**3.C.**

ITEM NO. \_\_\_ Public Hearing - Regarding the Redevelopment Plan for the R Perry Redevelopment Project.

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**BACKGROUND:**

In 2013, a Blight and Substandard Determination Study for the Redevelopment Area #3 was approved, said Study including property adjacent to Highway 83. An application has been received from R Perry Construction, Inc., requesting Tax Increment Financing (TIF) consideration for a project along Highway 83 and within Redevelopment Area #3. City Staff has reviewed R Perry Construction's application and it has been determined the request is eligible for Tax Increment Financing (TIF).

The project site is located on three vacant lots east of Heritage Hills Golf Course and west of Highway 83, just north of the Coppermill Restaurant. In 2003, a developer subdivided the land with the hopes of developing six duplex units. In 2007, an administrative lot split was executed whereby the six lots were combined into three lots, allowing for the future development of single family residential units. The lots at issue are large enough to accommodate the developer's plan of building three single family, workforce development houses. Based upon the application, it is apparent to staff that "but for" TIF, the project will not be economically feasible.

The redevelopment of the proposed redevelopment area will help eliminate the current blight and substandard conditions found within Redevelopment Area #3 and further the purposes of the Nebraska Community Development Law. As part of the Project, the CDA would capture available tax increment from the improvements made to the project area, with the tax increment proceeds directed to the Redeveloper to account for the TIF eligible improvements associated with the project. A copy of the eligible expenses can be found on page 4 of the Redevelopment Plan.

The Redevelopment Plan contains a recitation of the statutory elements required to be satisfied beginning on Page 4. The Plan also contains a cost-benefit analysis that illustrates the breakdown of the tax shift resulting from the proposed Plan. Currently, the property is valued at \$34,689. It is anticipated that the property will be valued at \$1,005,000 following completion of the improvements. The difference between the current valuation and estimated valuation is \$970,311. Based upon the estimated tax levy of 1.75769, it is estimated that the annual projected tax shift will be \$17,055. These funds are the eligible amounts available to pay back the TIF note over a period of 15 years.

With respect to the City's Comprehensive Plan, the Redevelopment Plan addresses several important goals in the Comprehensive Plan. The Redevelopment Plan will add three new houses to McCook's housing stock.

Additionally, due to the fact that the eligible costs relate to the construction of workforce housing, the Redevelopment Plan contains an explanation of how the project complies with the Nebraska Community Development Act's provisions specific to the construction of the three workforce housing structures. At the April 1, 2024 McCook City Council meeting, the City Council adopted an Incentive Plan which contemplates and authorizes the use of TIF for the single family dwellings. An important feature of the proposed Redevelopment Plan is found on Page 6, which

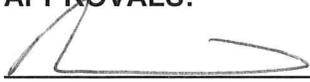
**EXHIBIT #1**

**PAGE(S) - 2**

recites the review taken by the City to ensure the project will not result in the unjust enrichment of the Redeveloper. The anticipated ROI for the project is included on Page 7.

The McCook Planning Commission voted unanimously to recommend approval of the Redevelopment Plan at its April 1, 2024 McCook Planning Commission meeting.

**APPROVALS:**



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April 10, 2024

Nathan A. Schneider, City Manager



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April 10, 2024

Lea Ann Doak, City Clerk

## **NOTICE OF PUBLIC HEARING**

Public notice is hereby given by the Mayor and City Council of the City of McCook, Nebraska, that a public hearing will be held at 5:30 p.m. on Monday, April 15, 2024, in the City Council Chambers at the McCook Municipal Center, 505 West C Street, McCook, Nebraska.

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

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

Lots 3, 4 and 5 in the Villas at Heritage Hills in the City of McCook, Red Willow County, Nebraska according to the recorded plat thereof, recorded in the plat records of said County in Plat# 22A, replatted by administrative lot line adjustment as Instrument #2007-01519.

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

/s/ Lea Ann Doak, City Clerk

Publish: March 29, 2024, and April 5, 2024

**EXHIBIT #2**

**PAGE(S) - 1**

COPY OF NOTICE MAILED TO:

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

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

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

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

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

**EXHIBIT #3**

**PAGE(S) - 1**



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

CERTIFIED MAIL

March 29, 2024

To: McCook Community College  
President  
1205 East 3<sup>rd</sup>  
McCook NE 69001

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

*Lea Ann Doak*

Lea Ann Doak, City Clerk-Treasurer

**EXHIBIT #4**

**PAGE(S) - 5**



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

CERTIFIED MAIL

March 29, 2024

To: Chairman of the Board  
Educational Service Unit No. 15  
344 Main Street  
PO Box 398  
Trenton NE 69044

### NOTICE OF PUBLIC HEARING

Public notice is hereby given by the Mayor and City Council of the City of McCook, Nebraska, that a public hearing will be held at 5:30 p.m. on Monday, April 15, 2024, in the City Council Chambers at the McCook Municipal Center, 505 West C Street, McCook, Nebraska.

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

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

Lea Ann Doak, City Clerk-Treasurer



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

CERTIFIED MAIL

March 29, 2024

To: Chairman of the Board  
Middle Republican NRD  
208 Center Avenue  
PO Box 81  
Curtis NE 69025

### NOTICE OF PUBLIC HEARING

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

Lea Ann Doak, City Clerk-Treasurer



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

CERTIFIED MAIL

March 29, 2024

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

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

Lea Ann Doak, City Clerk-Treasurer



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

CERTIFIED MAIL

March 29, 2024

To: Board President  
McCook School District  
600 West 7<sup>th</sup>  
McCook NE 69001

### NOTICE OF PUBLIC HEARING

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

Lea Ann Doak, City Clerk-Treasurer



The Project Site is platted for residential development and has the necessary infrastructure and utilities to support such development. Yet, no private development has occurred on the Project Site. In recent years, increased construction and financing costs have created a significant barrier to the development of housing at a reasonable price point for the area.

The City and CDA wish to incentivize the development of single family dwellings on the Project Site via authorizing the use of Workforce Housing TIF to facilitate the development of houses on the lots at a middle-income (i.e., workforce) price point. Without such additional housing, the City will be unable to grow – both in population and economically – which will lead to the spread and/or increase in blighted and substandard conditions throughout the community. This Redevelopment Plan is necessary to prevent the same.

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

### **Description of the Project**

R Perry Construction, Inc., an Iowa corporation (the “Redeveloper”), has submitted a proposal for the redevelopment of the Project Site. The project under consideration will consist of the construction of three (3) single family dwellings and associated improvements on the Project Site (the “Project”). As further detailed below, the homes will be constructed and sold at a price point that meets the criteria for Workforce Housing TIF, of which there is a low supply and high demand within the City.

The homes will be ranch style and will have approximately 1,280 square feet of living area with 3 bedrooms and 2 bathrooms, an unfinished basement with the potential for 2 bedrooms and 1 bathroom, and a 2-stall attached garage. The preliminary elevations and floorplans are attached hereto as Exhibit “B” and incorporated herein by this reference.

There is a demand for workforce housing in the City. However, the price point for the same would not provide a commercially reasonable return on investment for the Project. Without TIF, the price point of the housing units would need to be increased significantly to provide acceptable cash-flow, which is not desirable to Redeveloper, and would not satisfy the housing demand for middle-income (i.e., workforce) housing in the City. In order to achieve a price point needed/desired for housing within the City, Redeveloper anticipates that it will sell the homes at a discounted price that is nearly equal to Redeveloper’s building costs. Specifically, Redeveloper anticipates that the fair market value of the homes constructed will be approximately \$336,000+, but Redeveloper will sell the homes at or near its own cost to build of between \$275,000 and

\$300,000. Redeveloper's ability to do so depends entirely on the utilization of Workforce Housing TIF to facilitate a profit margin and mitigate cost/risk. Thus, it is the finding of this Redevelopment Plan that the Project, as presented, would not be feasible without the use of TIF (and specifically, Workforce Housing TIF), and Redeveloper would not construct the Project without TIF.

Redeveloper intends to commence construction in April 2024 and complete construction before the end of 2024. The base year for the Project is anticipated to be 2024 and the effective date for the division of taxes shall be January 1, 2025.

### **Tax Increment Financing**

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

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

With respect to the Project, the actual base tax year and Base Tax Amount for Project Site will be set forth in the redevelopment agreement for the Project. It is anticipated that the CDA will issue one TIF note for the entire Project. Notwithstanding any provision herein to the contrary, all incremental tax revenues resulting from the Project shall only be divided and allocated for no more than the applicable 15-year increment period provided by the Act.

The base value of the Project Site is \$34,689 (\$11,563/lot). The projected completed valuation of the Project Site is \$1,005,000 (\$335,00/lot). While the maximum sales price will be \$300,000/lot, it is anticipated that the fair market value (and thus, the tax assessed value) will eventually be higher than such amount. This is due to Redeveloper selling the homes at cost and deriving its profit from the Workforce Housing TIF, which acts as a reduction to the purchase price from the home's actual fair market value as compared to the housing stock within the City. Based upon the anticipated completed valuation of \$1,005,000 and a 0.0% interest rate for the TIF Note, the Project

will yield TIF Indebtedness in the amount of approximately \$253,300.

Redeveloper estimates that the total Project costs shall be approximately \$900,000. Redeveloper shall also be responsible for: (i) the CDA's cost of issuance related to the Project, including attorney fees; and (ii) the CDA's administrative fee in the amount of three percent (3%) of the TIF Indebtedness, which costs are TIF-eligible expenses. The estimated TIF uses are set forth below:

Cost of Issuance (TBD)	\$7,000
CDA Administrative Fee	\$7,599
Site Acquisition	\$65,000
Building Costs	\$835,000
<hr/>	
Total estimated TIF uses:	\$914,599

All TIF uses identified above are estimated amounts and the actual TIF Uses shall be determined based upon actual costs and documented invoices for all eligible public uses. Eligibility of hard construction costs shall be subject to meeting the criteria of Workforce Housing TIF, as further detailed below.

### **Statutory Elements**

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. The consideration of the statutory elements under the Act for this Project is set forth in this Section.

#### **A. Property Acquisition, Demolition and Disposal**

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. Redeveloper recently purchased the Project Site in preparation to undertake the Project.

#### **B. Population Density**

The Project Site is currently vacant. The Project is residential in nature, consisting of the construction of three (3) single family dwellings on the Project Site. As such, the Project will result in an increase in population density within the Project Site. According to the Housing Study, the persons per household in McCook was an estimated 2.23 in 2022. Therefore, the density increase is estimated to be between 6 and 9 people. The increase in population density is supported by the City's desire to provide additional housing. The Project Site is properly platted, and adequate public infrastructure improvements exist, to accommodate the increase in population density anticipated as part of the Project.

#### **C. Land Coverage**

The Project Site currently consists of three (3) vacant lots. Each lot is 13,215 square feet. The footprint of each home is anticipated to be approximately 1,780 square feet (1,280 SF living area; 500 SF garage area). The Project is subject to and must

comply with all applicable land-coverage ratios required by the City.

D. Traffic Flow, Street Layouts, and Street Grades

Public access to the Project Site currently exists via Coppermill Court. Redeveloper will construct paved driveways for ingress and egress therefrom. No impacts to public rights-of-ways, traffic flow, or street layouts is expected.

E. Parking

Each single family dwelling will have a driveway and 2-stall attached garage. The Project is subject to and must comply with all applicable parking requirements of the City.

F. Zoning, Building Code, and Ordinances

The Project Site is currently zoned as RH (Residential High Density District). The Project is a permitted use in the existing zoning district for the Project Site. No additional zoning, building code, or ordinance changes will be necessary for the Project.

### **Cost-Benefit Analysis**

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

### **Comprehensive Plan/Housing Study**

The McCook, Nebraska Comprehensive Plan 2013–2023 (the “Comprehensive Plan”) sets forth several Housing & Residential Development goals, including but not limited to:

- **Goal 1: Community Housing Initiative.** The City of McCook should implement a housing development initiative as a primary economic development activity.
- **Goal 2: New Housing Developments.** New housing developments in the City of McCook should address the needs of both owner- and renter households, of all age and income sectors, of varied price

Further, the McCook, Nebraska Community Housing Study July 2022 (the “Housing Study”) found, in relevant part, that:

- The Housing Unit Target Demand in McCook is 187 housing units, including 111 owner and 76 rental units, by 2027.
- Of the 187 housing units needed in McCook, 106 housing units (62 owner, 44 rental) should be built to support the local workforce.

- The most needed housing types for the workforce population in McCook during the next 5 years are: 3-bedroom owner units at a purchase price of \$180,000+, and 3+ bedroom rental units with a monthly rent of \$580+.

The existing land use map and future land use map from the Comprehensive Plan are included for reference in this Redevelopment Plan. The future land use of the site is designated for commercial use. However, the Project Site is now zoned for residential use, so it is assumed that such land use is desired with respect to future development.

The Project meets and furthers the foregoing goals and objectives and is thus in conformance with the Comprehensive Plan.

*Note: This section is not a comprehensive analysis of the Project's conformance with the Comprehensive Plan, but is meant to highlight and summarize the key points on this topic.*

### **Use of Workforce Housing TIF; Conformance with Incentive Plan**

Pursuant to the Act and the “Workforce Housing Incentive Plan” for the City (the “Incentive Plan”) adopted by the City, this Redevelopment Plan specifically contemplates and authorizes the use of TIF for the single family dwellings constructed on the Project Site, provided that all such housing units do not exceed the “cost to construct” limits set forth under Section 18-2103(32) of the Act, as may be adjusted from time to time.<sup>1</sup>

Subject to the foregoing, the City and the CDA have found and determined that the proposed construction of single family dwellings on the Project Site meets the definition of “workforce housing” under the Act and meets the criteria for the use of Workforce Housing TIF under the Incentive Plan, in that it:

- Is housing that meets the needs of today’s working families;
- Is housing that is attractive to new residents considering relocation to a rural community;
- Will address certain housing needs identified in the Housing Study;
- Will prevent the spread of blight and substandard conditions within the City; and
- Will help address the City’s lack of safe and suitable housing within a price range that is attainable for the City’s workforce.

The City and CDA have further found and determined that the use of Workforce Housing TIF authorized hereunder will not result in the unjust enrichment of Redeveloper. Redeveloper has agreed to sell the homes at a discounted price equal to Redeveloper’s approximate cost to build each home (i.e., \$300,000). The foregoing restriction shall be set forth in the redevelopment agreement for the Project.

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<sup>1</sup> The current “cost to construct” limit for owner-occupied housing units is \$300,000. See Nebraska Department of Economic Development Memo 23-02 dated December 8, 2023.

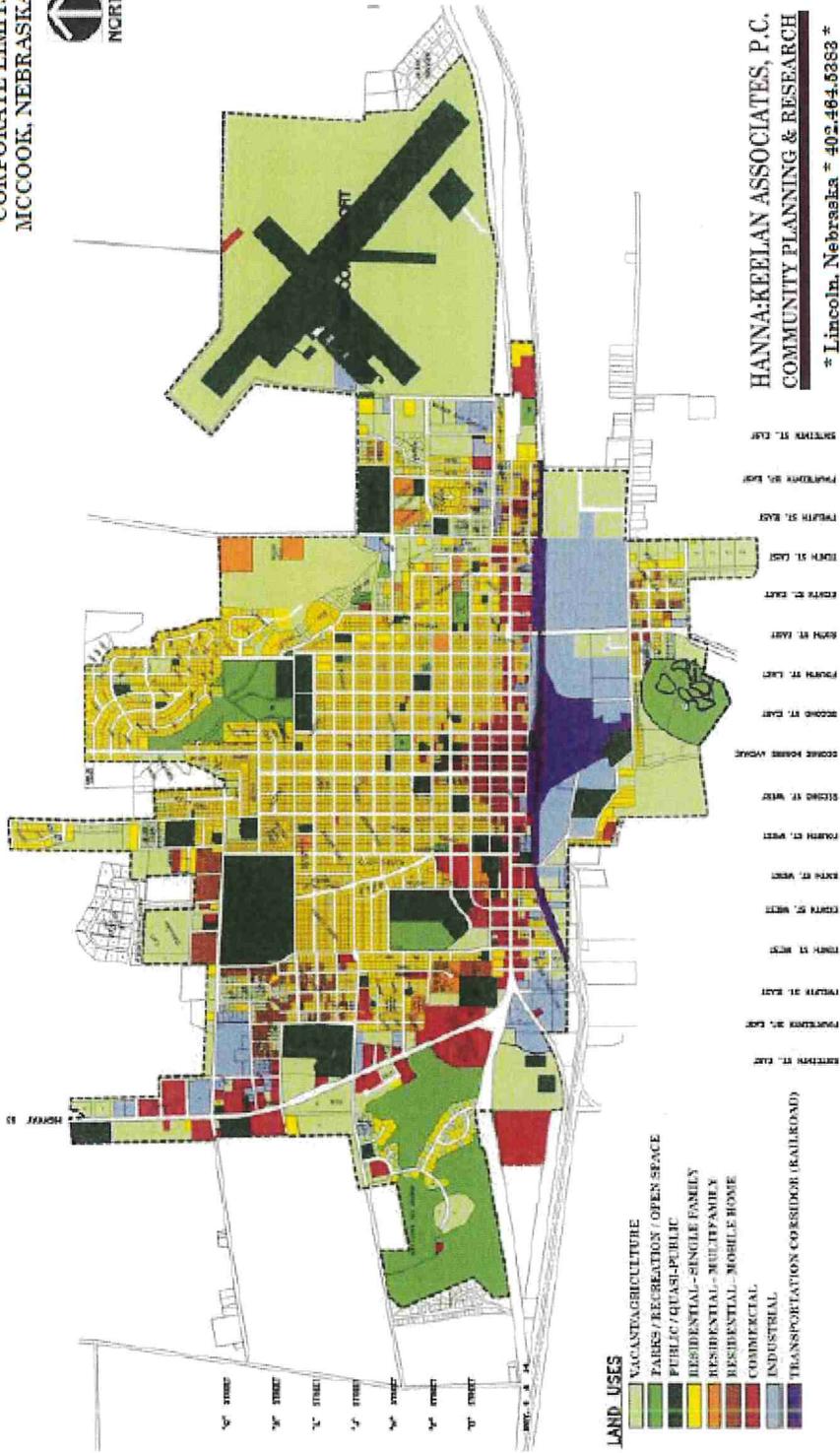
Redeveloper's ability to sell at such discounted price depends entirely on the utilization of Workforce Housing TIF. At the maximum sales price, Redeveloper's return on investment would be ~0.0% without Workforce Housing TIF. The use of Workforce Housing TIF will provide for a commercially reasonable rate of return of approximately 10.6% over 15 years. Without TIF, it is anticipated that Redeveloper would sell the homes for \$336,000+. In such case, Redeveloper's return on investment would be approximately 12.0%+ immediately upon the sale of the homes. Further, because the infrastructure and utilities for the Project Site are already in place, ordinary TIF could not achieve an adequate return. In consideration of the above, the return on investment for the Project with Workforce Housing TIF is in line with (and not greater than) what would ordinarily be considered adequate by prudent investors and developers, thereby demonstrating that Workforce Housing TIF will not result in unjust enrichment.

Redeveloper's anticipated return on investment (ROI) for the Project is set forth below:

		Project	Per House	Rate of Return on Investment 2.5%	
Expense	Actual Construction Costs	\$900,000	\$300,000	Yr1	\$36,000.00
	CDA Fees	\$14,599	\$4,866	Yr2	\$ 900.00
	Builder Profit (12%)	\$108,000	\$36,000	Yr3	\$ 922.50
	Rate of Return on Investment (2.5%)	\$44,601	\$14,867	Yr4	\$ 945.56
	Requested TIF	(\$253,300)	(\$84,433)	Yr5	\$ 969.20
	Net Expense	\$813,900	\$271,300	Yr6	\$ 993.43
				Yr7	\$ 1,018.27
Income	Home Sale	\$900,000	\$300,000	Yr8	\$ 1,043.72
	Net Income	\$900,000	\$300,000	Yr9	\$ 1,069.82
Profit	With TIF	\$86,100	\$28,700	Yr10	\$ 1,096.56
	Without TIF	\$108,000	\$36,000	Yr11	\$ 1,123.98
				Yr12	\$ 1,152.08
				Yr13	\$ 1,180.88
				Yr14	\$ 1,210.40
				Yr15	\$ 1,240.66
Homeowner Benefit	Purchase Price with TIF	\$900,000	\$300,000		
	Purchase Price Without TIF	\$1,008,000	\$336,000		
	Saved Interest (7% x 15yrs) with TIF	\$66,732	\$22,244	TOTAL	\$14,867.06
	Total Reduced Housing Cost	\$174,732	\$58,244		
	Monthly Payment Difference	\$972	\$324		

**EXISTING LAND USE MAP**

CORPORATE LIMITS  
MCCOOK, NEBRASKA

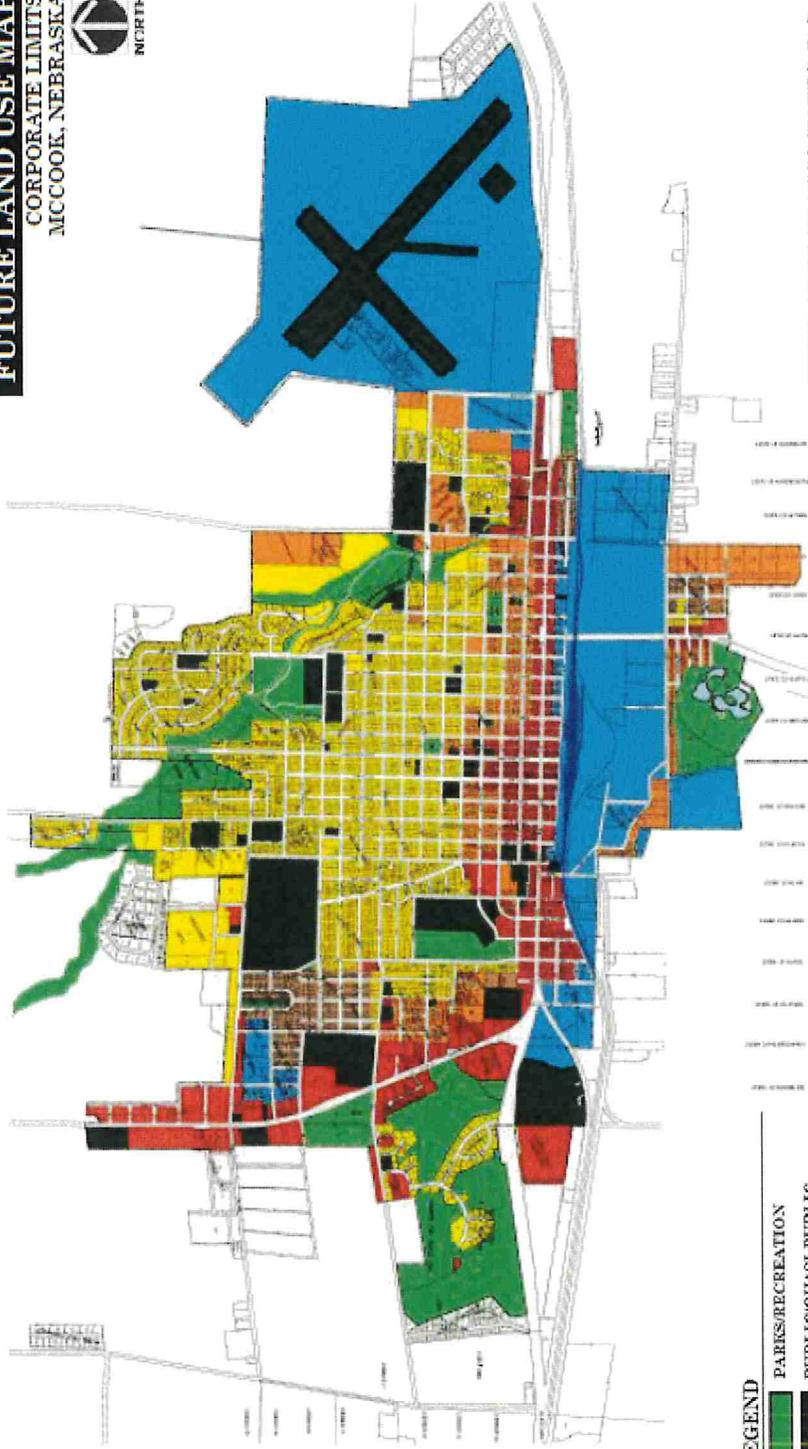


- LAND USES**
- VACANT/AGRICULTURE
  - PARKS / RECREATION / OPEN SPACE
  - PUBLIC / QUASI-PUBLIC
  - RESIDENTIAL - SINGLE FAMILY
  - RESIDENTIAL - MULTIFAMILY
  - RESIDENTIAL - MOBILE HOME
  - COMMERCIAL
  - INDUSTRIAL
  - TRANSPORTATION CORRIDOR (RAILROAD)

HANNA-KEELAN ASSOCIATES, P.C.  
COMMUNITY PLANNING & RESEARCH  
\* Lincoln, Nebraska \* 402.464.6383 \*

ILLUSTRATION 4.2

**FUTURE LAND USE MAP**  
 CORPORATE LIMITS  
 MCCOOK, NEBRASKA



- LEGEND**
- PARKS/RECREATION
  - PUBLIC/QUASI-PUBLIC
  - SINGLE FAMILY RESIDENTIAL
  - MULTIFAMILY RESIDENTIAL
  - MOBILE HOME RESIDENTIAL
  - COMMERCIAL
  - INDUSTRIAL
  - RAILROAD CORRIDOR
  - CORPORATE LIMIT LINE

HANNA-KEELAN ASSOCIATES, P.C.  
 COMMUNITY PLANNING & RESEARCH  
 \* Lincoln, Nebraska \* 402.464.5383 \*

ILLUSTRATION 4.4

**EXHIBIT "A"**  
**Legal Description of the Project Site**

The Project Site is identified as Parcel IDs 001675003, 001675005, and 001675007 and legally described as follows:

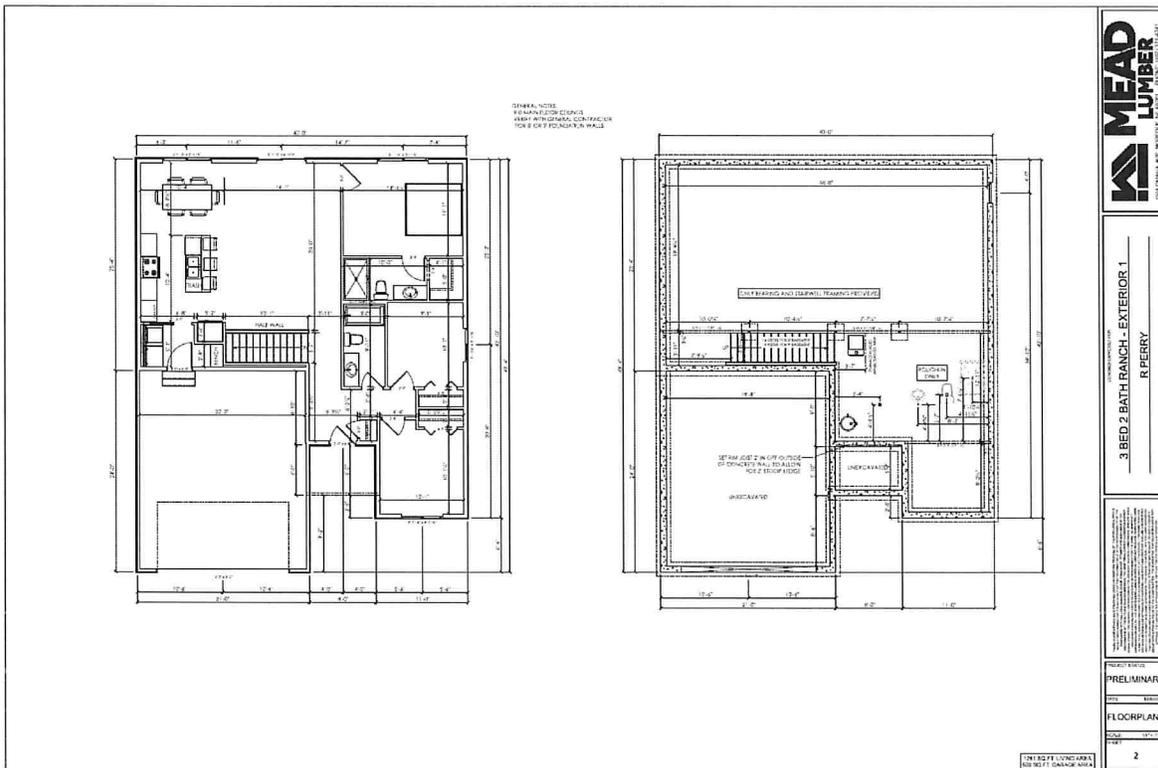
Lots 3, 4 and 5 in the Villas at Heritage Hills in the City of McCook, Red Willow County, Nebraska according to the recorded plat thereof, recorded in the plat records of said County in Plat# 22A, replatted by administrative lot line adjustment as Instrument #2007-01519.

The general location of the Project Site is depicted below:



## Exhibit "B"

### Preliminary Elevations and Floorplans



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

The cost-benefit analysis for the R Perry Redevelopment Project, as described in the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing (“TIF”) funds authorized by Neb. Rev. Stat. § 18-2147.

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

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

a.	Redevelopment Project Valuation:	\$34,689
b.	Projected Completed Project Assessed Valuation:	\$1,005,000
c.	Projected Tax Increment Base:	\$970,311
d.	Estimated Tax Levy:	1.75769
e.	Annual Projected Tax Shift:	\$17,055

*Note: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2023 levy rate. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period.*

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

- a. Public infrastructure improvements and impacts:

No substantial effects are anticipated on the public infrastructure and community public service needs. The public infrastructure serving the Project Site is sufficient for the Project. No public infrastructure improvements are anticipated to be necessary based on this Project, and the Project will not have a material adverse effect on any community public services.

- b. Local Tax impacts (in addition to impacts of tax shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth through sales tax paid by the new

residents of the housing units on the Project Site. Additionally, the residents will pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

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

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create three (3) additional housing units in the City. This is viewed as a positive impact for employers, as additional housing is needed in the City for current and new employees of businesses in the surrounding area. Without an adequate housing stock, businesses are unlikely to expand or relocate to the area.

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

As stated in Section 3, above, the Project should have a positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project will provide needed housing in the community, which will benefit employers, employees, and the City in general. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. In addition to the general benefits of the needed additional housing already mentioned, the Project should also generally increase the need for services and products from existing businesses as the new residents will require typical goods and services from local businesses.

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

It is not anticipated that the Project will have a material adverse impact on the student populations of the school district within the City. It is a City goal to increase the housing stock and population of the City. This will naturally increase the student population in the City. The school district has capacity for additional students. There is a general desire in the City to create population growth. The population of the City has been steady or decreasing for some time, and the additional housing needed to help with this problem has not been able to be addressed without the assistance of TIF, so any tax shift must be considered acceptable to achieve the desired population growth in the City/school.

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

The discounted price of the homes (i.e., \$300,000) will have a material benefit to the home buyer(s). Redeveloper estimates that this will reduce the total housing cost by \$58,244 per house. Further, Redeveloper estimates that this will reduce the home buyer(s) monthly payment by \$324 per month (based on a 15-year loan, 12 payments per year, at a 7% interest rate). This will directly benefit the local economy as the home

buyer(s) will have more money to spend on local goods and services.

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

**7. Summary of Findings:**

The Project will facilitate the redevelopment of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The Project will help bring additional workforce housing to the City. The benefits outweigh the costs of the proposed Project.

McCook Planning Commission  
April 8, 2024  
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; Vice Chair Hilker; Commissioners Bradley (arrived 5:22 P.M.), Davidson, Dueland, Lyons, McDowell.

Absent: Commissioners Friehe, Stevens, Mockry.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on April 4, 2024, 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 February 12, 2024 regular Planning Commission meeting.

Motion to approve the minutes of the February 12, 2024 regular Planning Commission meeting. This motion, made by McDowell and seconded by Dueland, passed.

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

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by Brian and Jessica Luke to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at #1 Club House Drive; Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska.

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 Brian and Jessica Luke to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at #1 Club House Drive; Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This

motion, made by Vosburg and seconded by McDowell, passed.

Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the April 8, 2024 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 (1 page); Exhibit #5 - Land Use Action Request Form and attachments (11 pages); Exhibit #6 - City of McCook Zoning Ordinance Article 9, Residential Medium Density District (RM) (3 pages); Exhibit #7 - City of McCook Zoning Ordinance Article 24, Special Exceptions (1 page); and Exhibit #8 - Findings and Determinations of McCook City Council (2 pages).

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

Jessica Luke, applicant, was present to answer questions from the Commission. They own the entire duplex, live in one of the units and are requesting the special exception for the other one. That unit has four bedrooms, two bathrooms and will accommodate eight people. They do not plan to allow pets, four cars can be parked in half of the drive, they will be allowed use of the garage, and since they occupy half of the duplex, they will have a strict, no parties, noise policy in place.

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: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.B. Recommend approval to the City Council the application for a special exception by Brian and Jessica Luke to allow a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM), said property located at #1 Club House Drive; legally described as Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska, finding Special Exception considerations A-I are satisfied.

Commissioners completed their Special Exception Findings and Determinations and all found that Considerations A - I have been made.

Motion to recommend approval to the City Council the application for a special exception by Brian and Jessica Luke to allow a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM), said property located at #1 Club House Drive; legally described as Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska, finding Special Exception considerations A-I are satisfied. This motion, made by Vosburg and seconded by Dueland, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

- 2.C. Public Hearing - Regarding the Redevelopment Plan for the R Perry Redevelopment Project as to its conformity with the general plan for the development of the City as a whole.

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

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the April 8, 2024 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages); Exhibit #5 - Proposed Resolution No. PC 2024-01 (2 pages); and Exhibit #6 - Proposed Redevelopment Plan for the R Perry Redevelopment Project.

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

Joe Johnson, representing the applicant, was present to answer questions from the Council. The project consists of the construction of three single family dwellings and associated improvements. The projected annual tax shift (amount of available for TIF) is \$17,055.

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 Lyons, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

- 2.D. Approve Resolution No. PC 2024-01 recommending approval of a Redevelopment Plan of the City of McCook, Nebraska, approving a Redevelopment Project of the City of McCook, Nebraska; and approval of related actions for the purpose of development of the R Perry Redevelopment Project.

Motion to approve Resolution No. PC 2024-01 recommending approval of a Redevelopment Plan of the City of McCook, Nebraska, approving a Redevelopment Project of the City of McCook, Nebraska; and approval of related actions for the purpose of development of the R Perry Redevelopment Project. This motion, made by Vosburg and seconded by McDowell, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

2E. Select new officers for the term of April 2024 through March 2025 - Chair, Vice-Chair, and Secretary - pursuant to Chapter 35, Section 35.001 of the City of McCook Code of Ordinances.

Motion to nominate and select Chad Lyons as Chair of the Commission. This motion, made by Vosburg and seconded by Dueland, passed.

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

Motion to nominate and select Tammie Hilker as Vice Chair of the Commission. This motion, made by Dueland and seconded by Bradley, passed.

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

Motion to nominate and select Camy Bradley as Secretary of the Commission. This motion, made by Dueland and seconded by Vosburg, passed.

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

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 6:25 P.M.

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Lea Ann Doak, City Clerk-Treasurer  
Recording Secretary

**CITY MANAGER'S REPORT**  
**APRIL 15, 2024 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING**

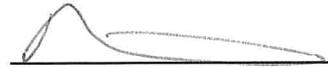
**3.D.3**  
ITEM NO. \_\_\_ Approve Resolution No. CDA 2024-01 recommending approval of a  
Redevelopment Plan for the R Perry Redevelopment Project in the City of McCook, Nebraska.

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**BACKGROUND:**

Pursuant to Nebraska's Community Development Law, R Perry Construction has prepared a Redevelopment Plan to assist with the financing of a residential construction project in Redevelopment Area #3. The project would use TIF to carry out the construction of workforce housing. Per Neb. Rev. Stat. 18-2113(2) of the Act, the McCook CDA is required to conduct a cost benefit analysis for a redevelopment project. The analysis is included in the proposed Redevelopment Plan. The McCook CDA must find that the Project would not occur in the Redevelopment Area and could not be financed or constructed but for the use of TIF.

**APPROVALS:**

  
\_\_\_\_\_

April 10, 2024

Nathan A. Schneider, City Manager

  
\_\_\_\_\_

April 10, 2024

Lea Ann Doak, City Clerk

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

**RESOLUTION # CDA 2024-01**  
(Redevelopment Plan–R Perry Redevelopment Project)

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

**RECITALS**

- A. The Community Development Agency of the City of McCook, Nebraska (“CDA”) in furtherance of the purposes and pursuant to the provisions of the Community Development Law, Neb. Rev. Stat. §§ 18-2101 to 18-2157, as amended, (the “Act”), has prepared a Redevelopment Plan in the form attached as Exhibit “A” (“Redevelopment Plan”).
- B. The Redevelopment Plan would create a redevelopment project in Redevelopment Area #3 on property described in the Redevelopment Plan identified as the R Perry Redevelopment Project (the “Project”).
- C. The Project would use Tax Increment Financing pursuant to Section 18-2147 of the Act to carry out the construction of workforce housing, as further detailed in the Redevelopment Plan.
- D. The CDA is required under Section 18-2113(2) of the Act to conduct a cost benefit analysis for a redevelopment project which will use Tax Increment Financing.
- E. The CDA has conducted a cost benefit analysis for the Project, and said cost benefit analysis is attached to the Redevelopment Plan as Exhibit “C” (the “Project Cost Benefit Analysis”).
- F. The CDA has determined that the Project would not occur in the Redevelopment Area and could not be financed or constructed but for the use of Tax Increment Financing.
- G. Statements of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area and the estimated proceeds or revenue from its disposal to redevelopers, the proposed method of financing the redevelopment project, and a feasible method proposed for the relocation of families to be displaced from the redevelopment project area, if applicable, are set forth in the Redevelopment Plan and the Project Cost Benefit Analysis.

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

1. The cost and benefits set forth in the Project Cost Benefit Analysis have been found to be in the long-term best interest of the City.

2. The CDA hereby approves the Project Cost Benefit Analysis as the cost benefit analysis of the Project.

BE IT FURTHER RESOLVED, by the CDA, as follows:

1. The Redevelopment Plan is in conformance with the Act.

2. The Redevelopment Plan will, in accordance with the present and future needs of the City of McCook, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.

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

4. The Project would not be economically feasible and would not occur in the Redevelopment Area without the use of Tax Increment Financing.

5. The Project will not result in the unjust enrichment of Redeveloper.

6. The CDA hereby approves the Redevelopment Plan and recommends approval and adoption by the City Council of the City of McCook.

IN WITNESS WHEREOF, the CDA hereby passes and adopts this Resolution as of this 15th day of April, 2024.

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
MCCOOK, NEBRASKA

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

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

[Attached]

Exhibit "A"

**CITY MANAGER'S REPORT  
APRIL 15, 2024 MCCOOK CITY COUNCIL MEETING**

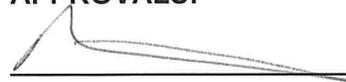
**3.E.**  
ITEM NO. \_\_\_ Approve Resolution No. 2024 - 06 approving the R Perry Redevelopment Project  
Redevelopment Plan for the City of McCook, Nebraska.

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**BACKGROUND:**

Following the Public Hearing conducted by the McCook City Council and the CDA approval and recommendation of the R Perry Redevelopment Plan, the McCook City Council is required to approve a resolution confirming the R Perry Redevelopment Plan.

**APPROVALS:**

  
\_\_\_\_\_

April 10, 2024

Nathan A. Schneider, City Manager

  
\_\_\_\_\_

April 10, 2024

Lea Ann Doak, City Clerk

**CITY OF MCCOOK, NEBRASKA**

**RESOLUTION NO. 2024-06**

(Redevelopment Plan–R Perry Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, APPROVING A REDEVELOPMENT PLAN FOR THE CITY OF MCCOOK, NEBRASKA, INCLUDING THE R PERRY REDEVELOPMENT PROJECT.**

**RECITALS**

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

B. The Redevelopment Plan includes a redevelopment project identified as the R Perry Redevelopment Project (the “Project”) that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147, specifically Workforce Housing TIF.

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

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

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

F. On April 15, 2024, the City Council held a public hearing relating to the question of whether the Redevelopment Plan should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

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

NOW THEREFORE, it is found by the City Council of the City of McCook, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2157 (the “Act”), as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
1. The Redevelopment Plan will, in accordance with the present and future needs of the City of McCook, promote the health, safety, morals, order,

convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.

2. The Redevelopment Plan is in conformance with the general plan for development of the City of McCook as a whole, as set forth in the City of McCook Comprehensive Plan, as amended.
3. The cost and benefits set forth in the Project cost benefit analysis are found to be in the long-term best interest of the City of McCook.
4. The Project would not be economically feasible without the use of Tax Increment Financing.
5. The Project would not occur on the Redevelopment Area without the use of Tax Increment Financing.
6. The Project will not result in the unjust enrichment of Redeveloper.

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

Dated this 15th day of April, 2024.

CITY OF MCCOOK, NEBRASKA

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

ATTEST:

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

**CITY MANAGER'S REPORT**

**APRIL 15, 2024 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING**

**3.F.**

ITEM NO. \_\_\_ Approve Resolution No. CDA 2024 - 02 authorizing and approving a Redevelopment Agreement for the R Perry Redevelopment Project, including the use of TIF for the Redevelopment Project.

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**BACKGROUND:**

In order to cement the obligations of the McCook CDA and R Perry Construction, a Redevelopment Agreement must be authorized and approved. Per the proposed Agreement, the CDA will be obligated to capture the tax increment associated with the redevelopment project for a period of 15 years, issue TIF indebtedness in an amount not to exceed \$253,000, collect the Tax Increment and use said Increment to pay debt service on the authorized indebtedness, and create a special fund to collect and hold the receipts. In return, R Perry promises to provide evidence of financial ability, construct and insure the project, certify the eligible costs of the project, guarantee the costs of construction per unit will not exceed \$300,000 (with the sales price to be set at the same amount), not discriminate against any persons, pay real estate taxes when due, not assign or convey its interest without consent of the CDA, and pay the appropriate CDA fees.

The Redeveloper is responsible to pay all costs associated with project construction. The Redeveloper is responsible for limiting non-bargained for encumbrances. The agreement contains a default, remedy, and indemnification provision. The Agreement incorporates 8 exhibits which assist in carrying out the terms of the contract.

**APPROVALS:**

  
\_\_\_\_\_

April 10, 2024

Nathan A. Schneider, City Manager

  
\_\_\_\_\_

April 10, 2024

Lea Ann Doak, City Clerk

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

**RESOLUTION NO. CDA 2024-02**

(Redevelopment Agreement–R Perry Redevelopment Project)

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

**RECITALS**

- A. The Community Development Agency of the City of McCook, Nebraska (“CDA”), in furtherance of the purposes and pursuant to the provisions of the Community Development Law, Neb. Rev. Stat. §§ 18-2101 to 18-2157, as amended (the “Act”), has adopted a Redevelopment Plan for a portion of Redevelopment Area #3 (“Redevelopment Plan”).
- B. The Planning Commission of the City of McCook has recommended approval of the Redevelopment Plan.
- C. The CDA shall submit the Redevelopment Plan to the City Council of the City of McCook, Nebraska for final approval and adoption pursuant to the Act.
- D. The Redevelopment Plan authorizes and creates a specific redevelopment project on a portion of the Redevelopment Area identified in the Redevelopment Plan as the R Perry Redevelopment Project (the “Project”).
- E. The CDA has prepared a redevelopment agreement for the Project, a copy of which is attached hereto as Exhibit “A” and incorporated by this reference (the “Redevelopment Agreement”).
- F. The Project would use Tax Increment Financing pursuant to Section 18-2147 of the Act to carry out the construction of workforce housing, as further detailed in the Redevelopment Plan and the Redevelopment Agreement.

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

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

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

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

BE IT FURTHER RESOLVED, the foregoing resolutions are subject to and contingent upon the City Council's approval and adoption of the Redevelopment Plan, and if the City Council does not approve and adopt the Redevelopment Plan, the resolutions contained herein shall be void and of no effect.

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

Dated this 15th day of April, 2024.

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
MCCOOK, NEBRASKA

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Chairman

ATTEST:

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Secretary

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

[Attached]

Exhibit "A"

**REDEVELOPMENT AGREEMENT  
(R Perry Redevelopment Project)**

This Redevelopment Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Community Development Agency of the City of McCook, Nebraska (“CDA”) and R Perry Construction, Inc., an Iowa corporation (“Redeveloper”).

**RECITALS**

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

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

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

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

E. Redeveloper’s proposed redevelopment project will consist of the construction of three (3) single family dwellings and associated improvements on the Project Site.

F. The CDA has approved Redeveloper’s proposed redevelopment project, including the utilization of tax-increment financing to carry out the construction of workforce housing.

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

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

**ARTICLE I  
DEFINITIONS AND INTERPRETATION**

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

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

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2157, as amended, and acts amendatory thereof and supplemental thereto.

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

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

D. "Construction Costs" means all costs incurred by Redeveloper for the construction of the Private Improvements.

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

F. "Effective Date" means January 1, 2025.

G. "Eligible Project Costs" means items eligible for reimbursement under the Act.

H. "Lot" means a lot of record within the Project Site, including the land and housing unit thereon.

I. "Minimum Lot Valuation" means the amount of Three Hundred Thousand and No/100 Dollars (\$335,000.00).

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

K. "Project" means the Project Site and Private Improvements.

L. "Project Completion Date" means on or before December 31, 2024.

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

N. "Redeveloper" means R Perry Construction, Inc., an Iowa corporation.

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

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

Q. "Redevelopment Plan" means the R Perry Redevelopment Plan, as amended.

R. "Tax Increment" means, in accordance with Neb. Rev. Stat. § 18-2147, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the Project Site for the year prior to the Effective Date (defined in Neb. Rev. Stat. § 18-2103(29) as the "Redevelopment Project Valuation"), and the portion of the ad valorem tax in excess of the Redevelopment Project

Valuation which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

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

**Section 1.02      Construction and Interpretation.**

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

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

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

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

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

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

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

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

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

**ARTICLE II  
REPRESENTATIONS**

**Section 2.01      Representations by the CDA.**

The CDA makes the following representations and findings:

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

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

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

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

(e) The Project will not result in the unjust enrichment of Redeveloper.

**Section 2.02      Representations of Redeveloper.**

Redeveloper hereby represents, covenants and warrants as follows:

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

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

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

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

(e) Redeveloper has not filed and does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the Imagine Nebraska Act.

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

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

**ARTICLE III  
OBLIGATIONS OF THE CDA**

**Section 3.01      Capture of Tax Increment.**

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing for the tax year of the Effective Date and continuing thereafter, the CDA shall capture the Tax Increment from the Private Improvements pursuant to the Act. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA. The effective date of this provision shall be the Effective Date. The CDA shall file with the County Assessor the "Notice to Divide Tax" on or prior to August 1 in the year of the Effective Date.

**Section 3.02      Issuance of TIF Indebtedness.**

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CDA shall incur or issue TIF Indebtedness in an amount not to exceed Two Hundred Fifty-Three Thousand Three Hundred and No/100 Dollars (\$253,300.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit "E" ("Note"). The TIF Indebtedness shall be issued by the CDA to Redeveloper or, at the election of the Redeveloper, to a lender of the Redeveloper. The TIF Indebtedness shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. If the TIF Indebtedness is not paid in full by the maturity date set forth on Exhibit "B", all unpaid amounts shall be forgiven. At or prior to the issuance of the Note, Redeveloper shall pay the CDA Fees as provided in Section 4.08.

**Section 3.03      Use of TIF Indebtedness.**

The CDA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

**Section 3.04      Creation of Fund.**

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

**Section 3.05**      **Projected TIF Sources and Uses.**

In addition to the TIF Indebtedness calculation formula set forth on Exhibit “B”, Redeveloper’s anticipated TIF sources and eligible uses are attached and incorporated for the parties’ reference as Exhibit “C.”

**ARTICLE IV**  
**OBLIGATIONS OF REDEVELOPER**

**Section 4.01**      **Evidence of Financial Ability.**

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

**Section 4.02**      **Construction of Project; Insurance.**

(a) Redeveloper shall construct the Project no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to construct the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by Redeveloper of the Project, Redeveloper shall furnish to the CDA a Certificate of Completion in the form attached hereto as Exhibit “F” from Redeveloper’s engineer or architect, or owner’s representative. When accepted in writing by the CDA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligation of Redeveloper to construct the Project.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors’ general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping

in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

**Section 4.03      Cost Certification.**

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

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

**Section 4.04      Workforce Housing TIF; Conditions Related Thereto.**

(a) The Construction Costs shall not exceed Three Hundred Thousand and No/100 (\$300,000.00) (the "Limit") per housing unit constructed on the Project Site. When calculating the Limit, site acquisition and demolition should not be included. As long as each housing unit constructed on the Project Site complies with the Limit, the Private Improvements shall be considered "workforce housing" under the Act, and all Construction Costs shall be Eligible Project Costs and shall be certified pursuant to Section 4.03. To ensure compliance with the foregoing, Redeveloper shall submit to the CDA documentation evidencing that each housing unit was constructed at or below the Limit. Unless and until the CDA receives the same, the Construction Costs will not be deemed as Eligible Project Costs.

(b) The maximum sales price for each Lot shall be Three Hundred Thousand and No/100 Dollars (\$300,000.00) (the "Maximum Sales Price"). This restriction shall only apply to the first conveyance of the Lot from Redeveloper to a third party purchaser. To ensure compliance with the foregoing, Redeveloper shall submit to the CDA documentation evidencing that each Lot was sold for a price that does not exceed the Maximum Sales Price. Unless and until the CDA receives the same, the Construction Costs will not be deemed as Eligible Project Costs.

(c) The housing units constructed on the Project Site shall be owner occupied for a period of fifteen (15) years after the Effective Date.

**Section 4.05      No Discrimination.**

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

**Section 4.06            Pay Real Estate Taxes.**

(a) Redeveloper has agreed to create a taxable real property valuation of each Lot of not less than the Minimum Lot Valuation no later than the Project Completion Date. During the period of this Redevelopment Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of a Lot to a sum less than the Minimum Lot Valuation; and (2) not convey a Lot to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) Redeveloper acknowledges and understands that if the actual amount of Tax Increment is less than the anticipated amount of Tax Increment, the CDA shall not be liable for any shortfall or deficiency. If Redeveloper holds the Note, Redeveloper agrees to forgive any shortfall in repayment of the TIF Indebtedness. If a lender or third party other than Redeveloper holds the Note, Redeveloper shall be solely responsible for all deficiency payments due to such lender or third party.

**Section 4.07            No Assignment or Conveyance.**

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

- (a) any conveyance as security for indebtedness: (i) previously incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises (whether incurred prior to or after the effective date of this Redevelopment Agreement) with the outstanding principal amount of all such indebtedness secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement; or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement; or

- (b) any conveyance of a Lot to a non-exempt third party, provided that:
- (i) construction of the housing unit on said Lot has been completed; and
  - (ii) Redeveloper and said third party purchaser execute the Assignment and Assumption of Redevelopment Agreement attached as Exhibit "H" and incorporated by this reference and record a copy of the same with the County Register of Deeds.

**Section 4.08      CDA Fees.**

As a condition of the issuance of the Note, Redeveloper shall pay to the CDA an amount equal to: (i) the CDA's cost of issuance related to the Project, including attorney fees; and (ii) the CDA's administrative fee in the amount of three percent (3%) of the TIF Indebtedness.

**ARTICLE V  
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

**Section 5.01      Financing.**

Redeveloper shall pay all costs for the construction of the Project. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Project, including the TIF Indebtedness.

**Section 5.02      Encumbrances.**

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

**ARTICLE VI  
DEFAULT, REMEDIES; INDEMNIFICATION**

**Section 6.01      Default.**

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

**Section 6.02      Remedies.**

In the event that Redeveloper is in default pursuant to Section 6.01, the CDA may pursue any other remedy available at law or in equity, including without limitation,

one or more of the following: (1) the CDA may terminate this Redevelopment Agreement and neither party shall have any further obligation hereunder; and/or (2) the CDA may terminate the Note and declare said Note void and thereafter shall not be obligated to remit any Tax Increment as debt service thereon.

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

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

(b) Redeveloper shall indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

**ARTICLE VII  
MISCELLANEOUS**

**Section 7.01            Memorandum.**

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

**Section 7.02            Governing Law.**

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

**Section 7.03      Binding Effect; Amendment.**

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

**Section 7.04      No Agency or Partnership.**

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

**Section 7.05      Document Retention.**

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

**Section 7.06      Notice to Redeveloper.**

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

R Perry Construction, Inc.  
Attn: Roy Perry  
1400 River Drive, Suite 100  
North Sioux City, SD 57049  
roy@rperryconstruction.com

**Exhibits:**

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

**[Signature Page Follows]**

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

**“CDA”**

COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF MCCOOK,  
NEBRASKA

ATTEST:

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

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

**“REDEVELOPER”**

R PERRY CONSTRUCTION, INC.,  
an Iowa corporation

By: \_\_\_\_\_  
Roy Perry, President/CEO

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

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

Lots 3, 4 and 5 in the Villas at Heritage Hills in the City of McCook, Red Willow County, Nebraska according to the recorded plat thereof, recorded in the plat records of said County in Plat# 22A, replatted by administrative lot line adjustment as Instrument #2007-01519

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

- (a) **Private Improvements.** The construction of three (3) single family dwellings and associated improvements on the Project Site.

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

1. Projected Base Value:  
    \$34,689 (\$11,563/Lot)
2. Projected Minimum Final Value:  
    \$1,005,000 (\$335,000/Lot)
3. Projected Incremental Valuation:  
    \$970,311 (\$323,437/Lot)
4. Assumed Tax Levy:  
    1.75769
5. Anticipated Tax Increment:  
    \$17,055 annually (\$5,685/Lot)
6. Assumed Interest Rate:  
    0.0%
7. TIF Indebtedness:

- a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$253,300, which is the maximum amount, together with interest accruing thereon, which can be amortized by December 15, 2040, solely from the Tax Increment based upon the Anticipated Tax Increment.
- b. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year 2025. The CDA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CDA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CDA has no obligation to make any payments other than the actual Tax Increment received from the Project.
- c. **Maturity Date.** On or before December 15, 2040.
- d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, anticipated to commence on the Effective Date of January 1, 2025 (2025 taxes paid in 2026) and terminating on December 31, 2039 (2039 taxes paid in 2040). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

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

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

**1. TIF SOURCES:**

**Assumptions:**

Tax Levy (2023)	1.75769
Interest Rate	0.0%
Number of Years	15

Property Valuation:

	Assessed Value	Estimated Taxes
Pre-Project	\$34,689	\$610
Completed Project	\$1,005,000	\$17,665
Difference	\$970,311	\$17,055

**TIF Calculations:**

Annual TIF Amount	\$17,055
Less 1%	\$16,885
Total TIF	\$253,268
TIF Indebtedness (Present Value)	<b>\$253,300</b> (rounded)

**2. TIF USES:**

Cost of Issuance (TBD)	\$7,000
CDA Administrative Fee	\$7,599
Site Acquisition	\$65,000
Building Costs*	\$835,000
Total estimated TIF eligible costs:	\$914,599

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

\* Subject to meeting the criteria of Workforce Housing TIF, as detailed in Section 4.04.

**EXHIBIT "D"**  
**FORM OF MEMORANDUM**  
**OF REDEVELOPMENT AGREEMENT**

(On the following page)

After recording please return to:

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

**MEMORANDUM OF REDEVELOPMENT AGREEMENT  
(R Perry Redevelopment Project)**

This Memorandum of Redevelopment Agreement ("Memorandum") is made this \_\_\_ day of \_\_\_\_\_, 2024, by and between the Community Development Agency of the City of McCook, Nebraska ("CDA") and R Perry Construction, Inc., an Iowa corporation ("Redeveloper").

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

Lots 3, 4 and 5 in the Villas at Heritage Hills in the City of McCook, Red Willow County, Nebraska according to the recorded plat thereof, recorded in the plat records of said County in Plat# 22A, replatted by administrative lot line adjustment as Instrument #2007-01519 (the "Project Site").

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the Private Improvements to be made by Redeveloper on the Project Site for a period not to exceed fifteen (15) years after the Effective Date set forth in the Redevelopment Agreement. The Tax Increment so captured by the CDA shall be used to carry out the construction of Workforce Housing.

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

**[Signature Page Follows]**

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

**“CDA”**

COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF MCCOOK,  
NEBRASKA

ATTEST:

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ and \_\_\_\_\_, Chairman and Secretary respectively of the Community Development Agency of the City of McCook, Nebraska, a public body corporate and politic, on behalf of the Authority.

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

**“REDEVELOPER”**

R PERRY CONSTRUCTION, INC.,  
an Iowa corporation

By: \_\_\_\_\_  
Roy Perry, President/CEO

STATE OF \_\_\_\_\_        )  
  ) ss.  
COUNTY OF \_\_\_\_\_    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024, by Roy Perry, President/CEO of R Perry Construction, Inc., an Iowa corporation, on behalf of the corporation.

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

**EXHIBIT "E"**  
**FORM OF TIF PROMISSORY NOTE**

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

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

REDEVELOPMENT REVENUE NOTE  
(R PERRY REDEVELOPMENT PROJECT)  
SERIES 2024A

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2040	0.0%	

Registered Holder	Principal Amount
R Perry Construction, Inc.	\$253,300.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Accrual Commencement Date (as defined herein) or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2026, December 15, 2026, and each June 15 and December 15 thereafter through December 15, 2040, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts. No interest shall accrue until the later of: (1) the date the taxes are

due for the year of the Effective Date identified in the Redevelopment Agreement (which is December 31st of the year of the Effective Date); or (2) the date that the Redeveloper has submitted and the CDA has accepted the Construction Cost Certification for the Project (the "Accrual Commencement Date").

This Note is designated the Community Development Agency of the City of McCook, Nebraska Redevelopment Revenue Note (R Perry Redevelopment Project), Series 2024A, aggregating Two Hundred Fifty-Three Thousand Three Hundred and No/100 Dollars (\$253,300.00) ("Note") in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2157, as amended and supplemented (the "Act") and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and R Perry Construction, Inc., an Iowa corporation, for the R Perry Redevelopment Project (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying this Note.

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

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

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of McCook, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required

to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

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

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

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

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

**[Signature Page Follows]**

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

COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF MCCOOK,  
NEBRASKA

ATTEST:

By: 

Form – Do Not Sign
--------------------

  
Secretary

By: 

Form – Do Not Sign
--------------------

  
Chairman

**CERTIFICATE OF AUTHENTICATION**

City Treasurer, City of McCook  
as Paying Agent and Registrar

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

**EXHIBIT "F"**  
**FORM OF CERTIFICATE OF COMPLETION**  
**(R Perry Redevelopment Project)**

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

Lots 3, 4 and 5 in the Villas at Heritage Hills in the City of McCook, Red Willow County, Nebraska according to the recorded plat thereof, recorded in the plat records of said County in Plat# 22A, replatted by administrative lot line adjustment as Instrument #2007-01519

that the Private Improvements required to be constructed by Redeveloper upon the above-described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated \_\_\_\_\_, 2024, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. \_\_\_\_\_ in the office of the Red Willow County Register of Deeds.

**"REDEVELOPER"**

R PERRY CONSTRUCTION, INC.,  
an Iowa corporation

By: \_\_\_\_\_  
Roy Perry, President/CEO

**"CDA"**

COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF MCCOOK,  
NEBRASKA

ATTEST:

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

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

**EXHIBIT "G"**  
**FORM OF A CERTIFICATION OF ELIGIBLE PROJECT COSTS**  
**(R Perry Redevelopment Project)**

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

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

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

Cost of Issuance (TBD)	\$ _____
CDA Administrative Fee	\$ _____
Site Acquisition	\$ _____
Building Costs*	\$ _____
<hr/>	
Total:	\$ _____ **

**\*\*Subject to meeting the criteria of Workforce Housing TIF, as detailed in Section 4.04 of the Redevelopment Agreement.**

**\*Principal Amount of TIF Indebtedness shall not exceed \$253,300.**

R PERRY CONSTRUCTION, INC.,  
an Iowa corporation

By: \_\_\_\_\_  
Roy Perry, President/CEO

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

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

\_\_\_\_\_  
Chairman

**EXHIBIT "H"**  
**FORM OF ASSIGNMENT AND ASSUMPTION**  
**OF REDEVELOPMENT AGREEMENT**

(On the following page)

After recording please return to:

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

**ASSIGNMENT AND ASSUMPTION  
OF REDEVELOPMENT AGREEMENT  
(R Perry Redevelopment Agreement)**

This Assignment and Assumption of Redevelopment Agreement ("Agreement") is entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between R Perry Construction, Inc., an Iowa corporation ("Original Redeveloper"), and \_\_\_\_\_ ("Successor Redeveloper").

**RECITALS**

- A. The Community Development Agency of the City of McCook, Nebraska ("CDA") and Original Redeveloper entered into a Redevelopment Agreement dated \_\_\_\_\_, 2024 (the "Redevelopment Agreement") for a redevelopment project on the property that is identified in the Redevelopment Agreement and legally described as:

Lots 3, 4 and 5 in the Villas at Heritage Hills in the City of McCook, Red Willow County, Nebraska according to the recorded plat thereof, recorded in the plat records of said County in Plat# 22A, replatted by administrative lot line adjustment as Instrument #2007-01519 (the "Project Site").

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

Lot \_\_\_ in the Villas at Heritage Hills in the City of McCook, Red Willow County, Nebraska according to the recorded plat thereof, recorded in the plat records of said County in Plat# 22A, replatted by administrative lot line adjustment as Instrument #2007-01519.

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

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

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

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

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

3. Rights and Obligations Retained by Original Redeveloper.

(a) Construction of Project. Original Redeveloper shall have previously constructed the Project, and Successor Redeveloper shall have no obligations with respect to the construction of the Project.

(b) TIF Indebtedness. Original Redeveloper's right, title and interest in and to the TIF Indebtedness shall not be assigned by this Agreement. Successor Redeveloper shall have no claim to the Tax Increment generated by the Project.

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

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

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

(b) Minimum Lot Valuation. Successor Redeveloper shall not protest a taxable real property valuation of the Lot to a sum less than or equal to \$335,000.00.



**CITY MANAGER'S REPORT  
APRIL 15, 2024 MCCOOK CITY COUNCIL MEETING**

**3.G.**

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-07 approving the Redevelopment Agreement between the City of McCook/CDA and R Perry Construction.

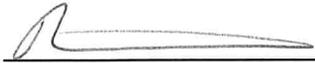
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**BACKGROUND:**

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

Please refer to the proceeding City Manager's Report to provide context.

**APPROVALS:**

  
\_\_\_\_\_

April 10, 2024

Nathan A. Schneider, City Manager

  
\_\_\_\_\_

April 10, 2024

Lea Ann Doak, City Clerk

**CITY OF MCCOOK, NEBRASKA**

**RESOLUTION NO. 2024-07**

(Redevelopment Agreement–R Perry Redevelopment Project)

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

**RECITALS**

A. Pursuant to the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2157, as amended (the “Act”), the City of McCook, Nebraska (“City”), has adopted a redevelopment plan (the “Redevelopment Plan”) for certain portions of the City. A copy of the Redevelopment Plan is on file with the City Clerk for inspection.

B. The Redevelopment Plan includes a specific redevelopment project identified as the R Perry Redevelopment Project that will include the use of Workforce Housing TIF (the “Project”).

C. On April 15, 2024, the CDA approved the Redevelopment Agreement for the Project.

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of McCook, Nebraska, that the Redevelopment Agreement between the Community Development Agency of the City of McCook, Nebraska and R Perry Construction, Inc., an Iowa corporation, which is on file with the City Clerk and available for public inspection, is hereby approved.

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

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

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

Dated this 15th day of April, 2024.

CITY OF MCCOOK, NEBRASKA

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

ATTEST:

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

**CITY MANAGER'S REPORT  
APRIL 15, 2024 CITY COUNCIL MEETING**

---

**ITEM:**         **4.A.**

**RECOMMENDATION:**

**APPROVE THE PROCLAMATION DESIGNATING APRIL 26, 2024 AS "ARBOR DAY" IN THE CITY OF McCook AND AUTHORIZE THE MAYOR TO SIGN.**

---

**BACKGROUND:**

The City of McCook is designating April 26, 2023 as "Arbor Day" to promote the planting of trees in the City. The City of McCook Tree Board and City Staff will be planning a tree planting celebration and we encourage the public to attend. The date and time has yet to be determined, but will be announced once they have been finalized.

The City of McCook tree rebate program runs from March 16th thru June 8<sup>th</sup> and then again in the fall from August 17th thru November 16<sup>th</sup>.

Members of the McCook Tree Board are Leigh Farrell, Dan Dueland, Ashley Sydow, Johanna Scott and Larry Eisenmenger. The board is assisted by local Arborist Bruce Hoffman.

A description of the Tree Rebate Program is attached.

**Celebration set for April 24  
Community Hospital  
time tentatively set for  
2:30 P.M. - 3:00 P.M.**

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

March 19, 2024

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

March 19, 2024

*Office of the Mayor  
McCook, Nebraska*

*Proclamation*

**"ARBOR DAY"**

- WHEREAS,** In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal, and
- WHEREAS,** McCook has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices,

**NOW, THEREFORE, I,** Linda Taylor, Mayor of the City of McCook, Nebraska, do hereby proclaim April 26, 2024 as the day of celebration of "**ARBOR DAY**" in the City of McCook, and urge all citizens to plant a tree and to support efforts to protect our trees and woodlands.

Dated this 15<sup>th</sup> day of April, 2024.



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

\_\_\_\_\_  
Linda Taylor, Mayor

ATTEST:

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

# 2024 TREE REBATE PROGRAM

The City of McCook is sponsoring a Tree Rebate Program in an effort to encourage property owners to plant trees. This rebate program, as developed by the McCook Tree Advisory Board, is available to purchasers of trees under the following conditions:

1. The tree(s) must be planted on your property located in the city limits of McCook.
2. Two trees will be rebated per property owner or tenant, per lot, per spring and per fall. A third tree may be purchased and rebated if at least one of the three trees is planted on the terrace street right-of-way in the spring or in the fall. The owner must contact Digger's Hotline at 1-800-331-5666 for locates prior to planting the tree.
3. Shade, Ornamental, and Focus Trees must be a minimum of six feet (6') high. Conifer Trees must be a minimum of four feet (4') high, limited to **ONE** and **CANNOT** be planted on the terrace.
4. Trees must be one of the following types:

<b>SHADE TREES:</b> Amur Corktree Catalpa Hackberry Elm (Dutch Elm Disease Resistant) Golden Raintree Emerald Queen Maple Red Pointe Maple Hot Wings Tatarian Maple Kentucky Coffee Linden Thornless, Seedless Honey Locust Oak (English, White, Heritage or Bur Oak) Pecan Oak Leaf Mountain Ash Ginkgo	<b>ORNAMENTAL TREES:</b> Canadian Red Cherry Flowering Crab Apple Flowering Hawthorne Weeping Mulberry Weeping Cherry Japanese Lilac Yellow Wood
	<b>CONIFER TREES:</b> Ponderosa
	<b>FOCUS TREE:</b> Sugar Maple
5. Trees must be purchased by residents of McCook from McCook businesses.
6. Trees must be purchased and paid for in full between the dates of March 16, 2024 and June 8, 2024 with rebate requests received by June 19, 2024 in the spring. Trees must be purchased between the dates of August 17, 2024 and November 16, 2024 with rebate requests received by December 6, 2024 in the fall.
7. Upon planting the tree, the property owner shall mulch around the base of the tree a diameter of three (3') feet and two (2") inches deep, with a shredded wood or wood chip type mulching material. The cost of this mulching material may be included in the cost of the tree provided that the cost does not exceed the maximum rebate amount.
8. In order to receive a rebate, the purchaser must present a paid sales receipt stating the type, size and cost of the tree to the City Clerk at the McCook City Offices. Upon presenting the paid sales receipt, the purchaser will be required to sign a certification stating that the tree will be planted in accordance with these guidelines.
9. **FOCUS TREE - SUGAR MAPLE:** A rebate equal to 75% of the total purchase price of each focus tree (price of tree plus price of mulch material), not to exceed \$100.00 per tree (maximum of three trees total), will be paid upon meeting the guidelines set out above.
10. **SHADE, ORNAMENTAL, & CONIFER TREES:** A rebate equal to 75% of the total purchase price of each shade, ornamental, & conifer tree (price of tree plus price of mulch material), not to exceed \$75.00 per tree (maximum of three trees total), will be paid upon meeting the guidelines set out above.
11. Non residential or any other special exception plantings must be approved by the McCook Tree Advisory Board before the rebate will be offered.

**TREE REBATE CERTIFICATION**

TODAY'S DATE \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

PHONE NO. \_\_\_\_\_ MCCOOK, NEBRASKA 69001

TREE #1: TYPE \_\_\_\_\_

COST OF TREE \_\_\_\_\_ COST OF MULCH \_\_\_\_\_ TOTAL \_\_\_\_\_

TYPE #2: TYPE \_\_\_\_\_

COST OF TREE \_\_\_\_\_ COST OF MULCH \_\_\_\_\_ TOTAL \_\_\_\_\_

TYPE #3: TYPE \_\_\_\_\_

COST OF TREE \_\_\_\_\_ COST OF MULCH \_\_\_\_\_ TOTAL \_\_\_\_\_

ADDRESS WHERE TREE(S) WILL BE PLANTED \_\_\_\_\_  
(only if different from address above)

WHERE PURCHASED \_\_\_\_\_

DATE OF PURCHASE \_\_\_\_\_

By signing this certificate, the above-named tree purchaser hereby agrees to plant the tree(s) in compliance with the guidelines set out under the Tree Rebate Program of the City of McCook.

Signature \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

**- FOR OFFICE USE ONLY -**

ACCOUNT NO. 10-028-52590

REBATE ## \_\_\_\_\_

AMOUNT OF REBATE \$ \_\_\_\_\_

APPROVED FOR PAYMENT BY: \_\_\_\_\_

CITY MANAGER'S REPORT  
April 15, 2024 CITY COUNCIL MEETING

ITEM **4.B.**

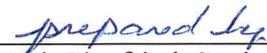
RECOMMENDATION: Adopt the Public Transit Week Proclamation for the week of April 21-27, 2024, declaring that the City of McCook Public Transit provides transportation within the City limits of McCook for riders to have access to medical, business, employment, social and supportive services. Nebraska's public transit proved its essential nature in 2022 with over 4 million passenger boardings as transit providers drove nearly 10 million miles to get Nebraskans to their destinations safely. Public transit options, in both rural and urban communities, are vital to those who do not own or cannot use a personal vehicle. For many in the City of McCook, public transit provides a connection to medical care, education, jobs, and mobility in their day-to-day lives. Transit professionals must maintain stringent educational requirements and standards. Recognition needs to be extended to the City of McCook Transit Drivers, Dispatcher and Manager. We would like to increase awareness of public transit in McCook.

BACKGROUND: City of McCook Public Transit has provided public transit for many years within the City Limits to riders of all ages and economic backgrounds. It is a service which is very much appreciated by many.

FISCAL IMPACT: None

RECOMMENDATION: Adopt the Public Transit week proclamation designating the week of April 21-27 as Public Transit Week.

APPROVALS:

  
\_\_\_\_\_  
Beth Siegfried, Senior Services Director

4/10/24  
Date

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

4-11-24  
Date

Office of the Mayor  
McCook, Nebraska

## Proclamation

### "PUBLIC TRANSIT WEEK"

WHEREAS, public transit provides Nebraskans access to medical, business, employment, social and supportive services; and

WHEREAS, public transit allows individuals to remain independent, contributes to economic development, reduces traffic congestion, decreases carbon emissions, and improves rural and urban mobility; and

WHEREAS, public transit provides the only public transportation service to many of the smaller towns and rural counties in Nebraska; and

WHEREAS, Nebraska is served by two urban transit systems, five small urban transit systems, and over 50 rural transit systems in 89 Nebraska counties; and

WHEREAS, the City of McCook has provided public transit to its citizens since 1974; and

WHEREAS, McCook Public Transit employees must maintain stringent educational requirements and standards; and

WHEREAS, the City of McCook recognizes the important role that its public transit professionals play, and wishes to acknowledge that role; and

WHEREAS, public transportation in the state is provided by the collaborated efforts of the Nebraska Department of Roads and Federal Transit Administration to provide resources to transport individuals every day.

NOW, THEREFORE, Be It Resolved that the City Council of City of McCook declares the week of April 21 through 27, 2024 to be

### "Public Transit Week"

in the City of McCook and do hereby urge all citizens to increase their understanding and awareness of their local transit systems, and the many services provided.

Dated this 15<sup>th</sup> day of April, 2024.



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

\_\_\_\_\_  
Linda Taylor, Mayor

ATTEST:

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

**CITY MANAGER'S REPORT  
APRIL 15, 2024 CITY COUNCIL MEETING**

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**ITEM:**        5.A.

Approve the minutes of the April 1, 2024 regular City Council meeting.

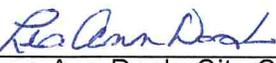
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**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

April 10, 2024

McCook City Council  
April 1, 2024  
5:30 P.M. Central

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

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

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter, Utilities Director Fawver, Fire Chief Harpham, Police Chief Hodgson, Building Official Mooney, and Senior Services Director Siegfried.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on March 29, 2024, 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 Dr. Walter Ray, McCook Baptist Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

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

City Manager Schneider informed the Council that a Planning Commission meeting is scheduled for April 8, 2024 at 5:15 P.M. for consideration of a special exception request and a Redevelopment Plan request for workforce housing and that the City received notice that we have been awarded a CCCFF grant.

## **2. Public Hearings.**

- 2.A. Public Hearing - Regarding the request from Rose Weskamp to move a house owned by Michael and Linda Nielsen from 409 West 1st Street to 71823 Road 386, said property located outside the limits of the City of McCook, Nebraska, within the City's extraterritorial jurisdiction.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the request from Rose Weskamp to move a house owned by Michael and

Linda Nielsen from 409 West 1st Street to 71823 Road 386, said property located outside the limits of the City of McCook, Nebraska, within the City's extraterritorial jurisdiction, with the City Attorney to act as the hearing officer. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the April 1, 2024 City Council meeting (1 page); Exhibit #2 - Notice of Hearing published (1 page); and Exhibit #3 - Structure Moving Application and all attachments (25 pages).

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

Ms Weskamp was present to address questions from the Council.

No date has been set for the move that will be finalized by the moving company.

- 2.B. Approve the request from Rose Weskamp to move a house owned by Michael and Linda Nielsen from 409 West 1st Street to 71823 Road 386, said property located outside the limits of the City of McCook, Nebraska, within the City's extraterritorial jurisdiction.

Motion to approve the request from Rose Weskamp to move a house owned by Michael and Linda Nielsen from 409 West 1st Street to 71823 Road 386, said property located outside the limits of the City of McCook, Nebraska, within the City's extraterritorial jurisdiction. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

Councilmember Calvin noted that the council had not reconvened before consideration of Item 2.B.

A motion to adjourn the public hearing and to reconvene as a City Council was introduced by Calvin and seconded by Muehlenkamp, passed.

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

The Council concurred with the previous approval of Item 2.B.

- 2.C. Public Hearing - Regarding the proposed "Incentive Plan" for construction of housing in the municipality targeted to house existing or new workers for the City of McCook (the "Incentive Plan"), which plan would authorize the use of tax increment financing for the construction of workforce housing in the redevelopment areas of the City of McCook.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the proposed "Incentive Plan" for construction of housing in the municipality targeted to house existing or new workers for the City of McCook (the "Incentive

Plan"), which plan would authorize the use of tax increment financing for the construction of workforce housing in the redevelopment areas of the City of McCook, with the City Attorney to act as the hearing officer. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

The City Attorney received into evidence Exhibit #1 - Notice of Public Hearing published (1 page); Exhibit #2 - Certified notices mailed to the required public entities (5 pages); Exhibit #3 - City Manager's Report prepared for the April 1, 2024 City Council meeting for the approval of Resolution No. 2024-05 (1 page); Exhibit #4 - Proposed Workforce Housing Incentive Plan for the City of McCook, Nebraska (5 pages); and Exhibit #5 - Proposed Resolution No. 2024-05 (3 pages). (as corrected by the City Attorney before closing of the public hearing)

City Manager Schneider reviewed the information presented in Exhibit #3.

Amanda Engell, MEDC Director of Housing Development, spoke in support of the proposed plan. Workforce housing is greatly needed in McCook. This plan will allow them to offer some assistance to potential developers.

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

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

2.D. Approve Resolution No. 2024-05 adopting and approving a workforce housing incentive plan, pursuant to the Nebraska Community Development Law.

Motion to approve Resolution No. 2024-05 adopting and approving a workforce housing incentive plan, pursuant to the Nebraska Community Development Law. This motion, made by Calvin and seconded by Weedin, passed.

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

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

Motion to approve the consent agenda. This motion, made by Calvin and seconded by Rambali, passed.

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

3.A. Approve the minutes of the March 18, 2024 regular City Council meeting.

3.B. Approve Resolution No. 2024-04 establishing a handicap parking stall on the west side of the 400 block of Norris Avenue.

**4. Regular Agenda.**

4.A. Update regarding the swimming pool project.

Assistant City Manager Koetter gave an update of the pool project.

4.B. Ordinance No. 2024-3079 amending the City of McCook's Code of Ordinances by removing Chapter 93 and amending Sections 95.01, 95.02, 95.03, and 95.04 in Title IX: General Regulations.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3079 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES BY REPEALING CHAPTER 93, ENTITLED "UNLICENSED VEHICLES" IN IT'S ENTIRETY; AMENDING CHAPTER 95, ENTITLED "NUISANCE; HEALTH AND SANITATION", SECTIONS 95.01-DEFINE, 95.02-SPECIFIC NUISANCES, 95.03-ABATEMENT SERVICES & NOTICE PROCEDURE FOR NUISANCES, AND 95.04-JURISDICTION; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

Ordinance No. 2024-3079 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

YEA: 5, NAY: 0

City Manager Schneider stated that on October 16 the Council authorized staff to submit a Nuisance Abatement Program application to West Central Nebraska Development District (WCNDD). On February 5 the Council approved and entered into an Interlocal Agreement with WCNDD. Staff is request the ordinance be approved to incorporate WCNDD's preferred language as well as allow the city to still handle nuisance properties not in WCNDD's assigned section of the city.

4.C. Ordinance No. 2024-3078 amending the City of McCook's Code of Ordinances by adding Chapter 121, entitled "Games of Skill" to Title XI Business Regulations".

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3078 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA TO AMEND THE CITY OF MCCOOK CODE OF ORDINANCES BY ADDING CHAPTER 121, ENTITLED "GAMES OF SKILL" TO TITLE XI "BUSINESS REGULATIONS"; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

Ordinance No. 2024-3078 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Calvin and seconded by Taylor.

City Manager Schneider reviewed the following information presented in his City Manager's Report dated April 1, 2024: "As "Games of Skill" become more prominent throughout Nebraska, communities have started to levy occupation taxes on these devices. North Platte is an example of a city that has implemented an occupation tax on "Games of Skill". As revenue raising options become more difficult to ascertain, occupation taxes on "Games of Skill" have gained popularity. City staff is proposing the implementation of an occupation tax on these devices in McCook. The occupation tax would cover both mechanical amusement devices and "Games of Skill" devices with betting capabilities. The occupation tax for a non-betting device would be \$10 annually per machine. The occupation tax for a betting device would be \$500 annually per machine. Staff proposes that the occupation tax for these devices be paid on August 1" of each year."

"Additionally, staff proposes that the accompanying ordinance make it unlawful for any person or company engaged in the occupation of conducting the use of "Games of Skill" with betting capabilities within the City of McCook to allow or permit a game of skill with betting capabilities to be operated within the City between the hours of 2:00 a.m. to 8:00 a.m. each and every day of the week."

"A right of entry provision is included in the ordinance to allow police officers of the City the authority to enter at any time upon any premises of any person or company engaged in the occupation of conducting the use of "Games of Skill" with betting capabilities within the City to determine whether any of the provisions of the ordinance or any rules or regulations adopted by the City or by the State have been violated. Per the proposed ordinance, City police officers will have the authority to review the records associated with these games, including video surveillance footage of the licenses premises."

"Per the ordinance, all persons or companies engaged in the occupation of conducting the use of "Games of Skill" with betting capabilities within the City must obtain appropriate licensing from the Department of Revenue."

Councilmember Calvin questioned how many machines are located within the city and if this would increase the workload for the Police Department.

Local business owners Nick Nothnagel, N-stant Convenience and Hi Times Liquor, and Robert Hall, the Bottle Shop, Spirit Shop, and Dr. Feel Good, expressed concerns regarding the proposed occupation tax. Mr. Nothnagel expressed concerns with adding an additional tax to all those that he already pays and Mr. Hall felt there was no need for the curfew. His business, Dr. Feel Good, is open 24 hours a day and they have had no issues. Mr. Hall also felt that a December payment date would be better to coincide with the state's due date.

With no further discussion, the motion on the floor was considered and passed.

Taylor: YEA, Calvin: NAY, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA  
YEA: 4, NAY: 1

- 4.D. Ordinance No. 2024-3076 providing for the amendment of Chapter 38: Appendix E, Water Department Rates and Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3076 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E , WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2023-3064 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2024-3076 has been introduced, read by title, and I move to approve upon its second of three readings. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

City staff noted that no comment had been received.

- 4.E. Ordinance No. 2024-3077 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3077 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2023-3065 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

Ordinance No. 2024-3077 has been introduced, read by title, and I move to approve upon its second of three readings. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

City Staff noted that no comment had been received.

- 4.F. Council Comments.

Councilmember Weedon stated that the Choice Gas Selection period runs April 4 - 24. He noted that there are eight suppliers this year and encouraged users that after review of the suppliers, that they select ACE as their preferred supplier, as ACE gives directly back to the City.

Councilmember Muehlenkamp thanked the Water Department for working on the leak in the 200 block of Norris Avenue this past Sunday.

- 4.G. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to real estate purchase for Sports Complex.

Motion to go into executive session for the protection of public interest for a strategy session with respect to real estate purchase for a Sports Complex at 6:47 P.M. This motion, made by Calvin and seconded by Weedon, passed.

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

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

Included in the executive session were City Manager Schneider, City Attorney Mustion, Assistant City Manager Koetter, City Clerk Doak, MEDC Executive Director Charlie McPherson, and MEDC Director of Housing Amanda Engell.

Motion to come out of executive session at 7:22 P.M. This motion, made by Calvin and seconded by Taylor, passed.

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

- 4.H. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to potential litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin.

Motion to go into executive session for the protection of public interest for a strategy session with respect to potential litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin at 7:23 P.M. This motion, made by Calvin and seconded by Taylor, passed.

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

Mayor Taylor stated for the record that at this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the purpose of the protection of public interest for a strategy session with respect to potential litigation - property located 1111 East "H" Street, Cindy and Ron Sabin. The Council will reconvene in public session following this closed session.

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

Motion to come out of executive session at 7:30 P.M. This motion, made by Calvin and seconded

by Weedin, passed.

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

YEA: 5, NAY: 0

**Adjournment.**

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 7:31 P.M.

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Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
APRIL 15, 2024 CITY COUNCIL MEETING**

---

**ITEM:** 5.B.

**RECOMMENDATION:**

Accept the minutes of the April 8, 2024 Planning Commission meeting.

---

**BACKGROUND:**

Accept minutes from various board and commission meetings.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk April 10, 2024

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager April 10, 2024

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager April 10, 2024

McCook Planning Commission

April 8, 2024

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; Vice Chair Hilker; Commissioners Bradley (arrived 5:22 P.M.), Davidson, Dueland, Lyons, McDowell.

Absent: Commissioners Friehe, Stevens, Mockry.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on April 4, 2024, 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 February 12, 2024 regular Planning Commission meeting.

Motion to approve the minutes of the February 12, 2024 regular Planning Commission meeting. This motion, made by McDowell and seconded by Dueland, passed.

Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 6, NAY: 0, ABSENT: 4

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by Brian and Jessica Luke to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at #1 Club House Drive; Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska.

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 Brian and Jessica Luke to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at #1 Club House Drive; Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This

motion, made by Vosburg and seconded by McDowell, passed.

Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the April 8, 2024 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 (1 page); Exhibit #5 - Land Use Action Request Form and attachments (11 pages); Exhibit #6 - City of McCook Zoning Ordinance Article 9, Residential Medium Density District (RM) (3 pages); Exhibit #7 - City of McCook Zoning Ordinance Article 24, Special Exceptions (1 page); and Exhibit #8 - Findings and Determinations of McCook City Council (2 pages).

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

Jessica Luke, applicant, was present to answer questions from the Commission. They own the entire duplex, live in one of the units and are requesting the special exception for the other one. That unit has four bedrooms, two bathrooms and will accommodate eight people. They do not plan to allow pets, four cars can be parked in half of the drive, they will be allowed use of the garage, and since they occupy half of the duplex, they will have a strict, no parties, noise policy in place.

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: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.B. Recommend approval to the City Council the application for a special exception by Brian and Jessica Luke to allow a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM), said property located at #1 Club House Drive; legally described as Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska, finding Special Exception considerations A-I are satisfied.

Commissioners completed their Special Exception Findings and Determinations and all found that Considerations A - I have been made.

Motion to recommend approval to the City Council the application for a special exception by Brian and Jessica Luke to allow a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM), said property located at #1 Club House Drive; legally described as Lot 1, Block 7, Golf Course First Addition to the City of McCook, Red Willow County, Nebraska, finding Special Exception considerations A-I are satisfied. This motion, made by Vosburg and seconded by Dueland, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

- 2.C. Public Hearing - Regarding the Redevelopment Plan for the R Perry Redevelopment Project as to its conformity with the general plan for the development of the City as a whole.

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

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the April 8, 2024 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages); Exhibit #5 - Proposed Resolution No. PC 2024-01 (2 pages); and Exhibit #6 - Proposed Redevelopment Plan for the R Perry Redevelopment Project.

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

Joe Johnson, representing the applicant, was present to answer questions from the Council. The project consists of the construction of three single family dwellings and associated improvements. The projected annual tax shift (amount of available for TIF) is \$17,055.

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 Lyons, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

- 2.D. Approve Resolution No. PC 2024-01 recommending approval of a Redevelopment Plan of the City of McCook, Nebraska, approving a Redevelopment Project of the City of McCook, Nebraska; and approval of related actions for the purpose of development of the R Perry Redevelopment Project.

Motion to approve Resolution No. PC 2024-01 recommending approval of a Redevelopment Plan of the City of McCook, Nebraska, approving a Redevelopment Project of the City of McCook, Nebraska; and approval of related actions for the purpose of development of the R Perry Redevelopment Project. This motion, made by Vosburg and seconded by McDowell, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 3

2E. Select new officers for the term of April 2024 through March 2025 - Chair, Vice-Chair, and Secretary - pursuant to Chapter 35, Section 35.001 of the City of McCook Code of Ordinances.

Motion to nominate and select Chad Lyons as Chair of the Commission. This motion, made by Vosburg and seconded by Dueland, passed.

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

Motion to nominate and select Tammie Hilker as Vice Chair of the Commission. This motion, made by Dueland and seconded by Bradley, passed.

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

Motion to nominate and select Camy Bradley as Secretary of the Commission. This motion, made by Dueland and seconded by Vosburg, passed.

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

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 6:25 P.M.

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Lea Ann Doak, City Clerk-Treasurer  
Recording Secretary

**CITY MANAGER'S REPORT  
APRIL 15, 2024 CITY COUNCIL MEETING**

---

**ITEM:**        5.C.

Receive and file the Financial Report for the period ending March 31, 2024.

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**BACKGROUND:**

The Treasurer's Report (Attachment A) gives the beginning cash balances as of October 1, 2023, plus Total (YTD) Receipts, minus Total (YTD) Disbursements, giving the ending cash balance on March 31, 2024.

Per the Banking Services Agreement with McCook National Bank, all funds are deposited into the Public Funds Account at a higher rate of interest. The bank then sweeps in increments of \$100,000 to the Primary Operating Account to cover disbursements as they clear the bank. The Payroll Account is also a sweep account and maintains a \$1,000 balance.

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

Attachment B gives the ending cash balances by fund as of March 31, 2024.

Attachment C is a Financial Summary of Revenue and Expense by Fund for the quarter ending March 31, 2024.

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

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

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

April 11, 2024

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

April 11, 2024

# ATTACHMENT

A

City of McCook, Nebraska  
 TREASURER'S REPORT  
 Period Ending: March 31, 2024 (unaudited)

Beginning Cash on Hand, October 1, 2023			
McCook National Bank - Public Funds	\$	24,891,382.03	
McCook National Bank - Primary Operating	\$	(238,986.17)	
McCook National Bank - LB840 Funds	\$	1,313,478.19	
McCook National Bank - Payroll	\$	(30,640.55)	
McCook National Bank - CRA	\$	57.93	
Purchases Account	\$	10,000.00	
Petty Cash	\$	1,150.00	
NDEQ Irrevocable Escrow	\$	89,029.76	
McCook National Bank - Pension	\$	4,565.82	
<b>TOTAL BEGINNING CASH</b>			<b>\$ 26,040,037.01</b>
Receipts:			
Taxes	\$	3,170,593.55	
Fees, Permits and Licenses	\$	255,772.90	
Intergovernmental Services	\$	986,896.62	
Charges - Current Services	\$	1,064,259.74	
Public Utilities	\$	1,998,280.30	
Use of Money & Property	\$	1,541,115.67	
Interfund Transfers	\$	2,543,578.47	
Other Revenue	\$	996,851.62	
Unapplied/Accounts Payable	\$	2,032.61	
<b>PLUS TOTAL RECEIPTS</b>			<b>\$ 12,559,381.48</b>
Disbursements:			
Personal Services	\$	3,984,455.08	
Supplies	\$	812,388.97	
Services & Charges	\$	4,301,424.53	
Budget Transfers	\$	1,737,968.51	
Capital Outlay	\$	2,929,776.22	
Unapplied/Accounts Payable	\$	506.66	
<b>MINUS TOTAL DISBURSEMENTS</b>			<b>\$ 13,766,519.97</b>
Ending Cash Balance March 31, 2024			
McCook National Bank - Public Funds	\$	22,929,296.88	
McCook National Bank - Primary Operating	\$	295,488.94	
McCook National Bank - LB840 Funds	\$	1,485,775.76	
McCook National Bank - Payroll	\$	1,000.00	
McCook National Bank - CRA	\$	57.93	
Petty Cash	\$	1,150.00	
Purchase Account	\$	10,000.00	
NDEQ Irrevocable Escrow	\$	94,925.13	
McCook National Bank - Pension	\$	15,203.88	
<b>TOTAL ENDING CASH</b>	<b>\$</b>	<b>24,832,898.52</b>	<b>\$ 24,832,898.52</b>

Dated: March 31, 2024

-s- Lea Ann Doak, City Clerk

# ATTACHMENT

## B

City of McCook, Nebraska  
 TREASURER'S REPORT  
 CASH BALANCE BY FUNDS  
 Period Ending March 31, 2024 (unaudited)

Beginning Cash on Hand, October 1, 2023	Beginning Cash	YTD Revenue	YTD Expenditures	Ending Cash
General Fund - 10	\$ 3,713,273.61	\$ 4,022,226.92	\$ 4,602,304.14	\$ 3,133,196.39
General Fund Unapplied/Accts. Payable	\$ 2,519.00	\$ 1,345.00	\$ -	\$ 3,864.00
Street Fund - 15	\$ 542,044.26	\$ 194,519.40	\$ -	\$ 736,563.66
Special Revenue - 20	\$ 6,915,980.44	\$ 205,505.93	\$ 2,273,953.99	\$ 4,847,532.38
Special Revenue Unapplied/Accts. Payable	\$ -		\$ -	\$ -
Debt Service - 30	\$ 413,572.43	\$ 9,518.00	\$ -	\$ 423,090.43
Community Redevelopment Authority - 40	\$ 83,322.24	\$ 76,852.72	\$ 58,803.39	\$ 101,371.57
Economic Development Fund - 45	\$ 1,313,478.19	\$ 364,087.30	\$ 191,789.73	\$ 1,485,775.76
Pension Trust - 50	\$ 4,565.82	\$ 20,075.04	\$ 9,436.98	\$ 15,203.88
Trust & Agency - 60	\$ 342,798.60	\$ 64,649.13	\$ 52,212.15	\$ 355,235.58
Trust & Agency Unapplied/Accts. Payable			\$ -	\$ -
Internal Service Fund - 65	\$ 812,266.31	\$ 1,694,474.46	\$ 1,345,587.30	\$ 1,161,153.47
Enterprise Fund - 70	\$ 10,389,917.22	\$ 4,992,537.57	\$ 4,990,333.47	\$ 10,392,121.32
Enterprise Fund Unapplied/Accts. Payable	\$ 482.46	\$ 687.61	\$ 506.66	\$ 663.41
Capital Improvement - 80	\$ 1,505,816.43	\$ 912,902.40	\$ 241,592.16	\$ 2,177,126.67
Capital Improve Unapplied/Accts. Payable			\$ -	\$ -
<b>BALANCES</b>	<b>\$ 26,040,037.01</b>	<b>\$ 12,559,381.48</b>	<b>\$ 13,766,519.97</b>	<b>\$ 24,832,898.52</b>

Dated: March 31, 2024

-s- Lea Ann Doak, City Clerk

# ATTACHMENT C

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2024

10 -GENERAL FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
GENERAL REVENUE	11,414,579	11,414,579	765,370.62	3,972,103.43	3,845,175.15	7,442,475.57	65.20
RESERVES/CO TREASURER BAL	<u>1,887,442</u>	<u>1,887,442</u>	<u>7,185.10</u>	<u>50,123.49</u>	<u>84,760.00</u>	<u>1,837,318.51</u>	<u>97.34</u>
<b>TOTAL REVENUES</b>	<b>13,302,021</b>	<b>13,302,021</b>	<b>772,555.72</b>	<b>4,022,226.92</b>	<b>3,929,935.15</b>	<b>9,279,794.08</b>	<b>69.76</b>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ADMINISTRATION	879,209	879,209	65,449.00	385,352.44	357,000.51	493,856.56	56.17
PUBLICITY	6,750	6,750	94.74	2,515.18	3,860.58	4,234.82	62.74
AUDITORIUM	57,603	57,603	6,364.36	44,826.77	28,921.89	12,776.23	22.18
COUNCIL	631,558	631,558	60,323.99	250,172.70	142,844.83	381,385.30	60.39
POLICE	2,342,951	2,342,951	153,873.44	957,378.64	1,003,371.08	1,385,572.36	59.14
MUNICIPAL CENTER	130,120	130,120	17,320.01	80,349.12	71,463.45	49,770.88	38.25
FIRE	2,393,557	2,393,557	107,195.57	698,647.24	877,039.98	1,694,909.76	70.81
AMBULANCE	529,995	529,995	42,744.78	88,614.71	99,716.92	441,380.29	83.28
CIVIL DEFENSE	10,456	10,456	126.83	854.88	504.48	9,601.12	91.82
BUILDING & ZONING	100,190	100,190	6,943.43	48,969.53	50,923.92	51,220.47	51.12
LIBRARY	404,757	404,757	31,617.98	189,844.74	186,910.00	214,912.26	53.10
STREET	1,203,175	1,203,175	82,463.96	589,618.02	615,183.97	613,556.98	50.99
CEMETERY	234,407	234,407	11,275.20	91,708.77	123,156.37	142,698.23	60.88
PARKS	304,222	304,222	16,995.90	133,349.50	114,988.23	170,872.50	56.17
BALL PARKS	142,129	142,129	8,854.63	47,695.86	46,050.24	94,433.14	66.44
POOL	120,000	120,000	945.84	1,909.95	17,116.89	118,090.05	98.41
AIRPORT	195,336	195,336	14,570.44	99,406.83	85,358.31	95,929.17	49.11
UNEMPLOYMENT	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
UNCOLLECTABLE TAX	16,000	16,000	635.99	4,123.19	3,826.53	11,876.81	74.23
SENIOR CENTER	537,343	537,343	37,691.27	236,924.54	232,849.48	300,418.46	55.91
PUBLIC TRANSPORTATION	200,864	200,864	18,349.78	97,764.94	88,800.59	103,099.06	51.33
HEALTH OPERATING	916,900	916,900	76,408.33	458,449.98	430,626.00	458,450.02	50.00
RESERVES/CO TREASURER BAL	<u>637,442</u>	<u>637,442</u>	<u>4,000.00</u>	<u>93,826.61</u>	<u>35,777.07</u>	<u>543,615.39</u>	<u>85.28</u>
<b>TOTAL EXPENDITURES</b>	<b>12,004,964</b>	<b>12,004,964</b>	<b>764,245.47</b>	<b>4,602,304.14</b>	<b>4,616,291.32</b>	<b>7,402,659.86</b>	<b>61.66</b>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	1,297,057	1,297,057	8,310.25	( 580,077.22)	( 686,356.17)	1,877,134.22	144.72

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2024

15 -STREET FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
STREET IMPROVEMENTS	702,413	702,413	184,024.40	194,519.40	191,332.15	507,893.60	72.31
TOTAL REVENUES	702,413	702,413	184,024.40	194,519.40	191,332.15	507,893.60	72.31
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
STREET IMPROVEMENTS	702,413	702,413	0.00	0.00	88,000.00	702,413.00	100.00
TOTAL EXPENDITURES	702,413	702,413	0.00	0.00	88,000.00	702,413.00	100.00
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	184,024.40	194,519.40	103,332.15 (	194,519.40)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2024

20 -SPECIAL REVENUE  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
FAA GRANTS	376,861	376,861	6,166.00	18,502.00	38,296.00	358,359.00	95.09
PUBLIC TRANSIT GRANTS	90,000	90,000	0.00	0.00	0.00	90,000.00	100.00
ACE REVENUE SHARING	31,922	31,922	190.00	20,826.00	11,195.00	11,096.00	34.76
MCCOOK RECREATIONAL TRAIL	56,179	56,179	207.00	1,289.00	887.00	54,890.00	97.71
CCCCFF GRANT-SWIMMING POOL	0	0	0.00	0.00	0.00	0.00	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	150,460	150,460	479.00	3,252.00	2,123.00	147,208.00	97.84
ENHANCED E911	60,063	60,063	435.00	7,996.03	9,193.36	52,066.97	86.69
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	0.00	0.00	0.00
INSURANCE REIMBURSEMENT	436,121	436,121	1,619.00	10,086.00	7,389.00	426,035.00	97.69
PSAP FUNDS	102,112	102,112	256.00	20,856.90	28,690.90	81,255.10	79.57
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	0	0	0.00	0.00	0.00	0.00	0.00
AME RESCUE PLAN ACT-ARPA	325,199	325,199	999.00	6,842.00	14,814.00	318,357.00	97.90
BIRDELLA NELSON TECH CTR	25,000	25,000	0.00	0.00	16,620.06	25,000.00	100.00
SWIMMING POOL PROJECT	6,699,072	6,699,072	13,571.00	110,756.00	0.00	6,588,316.00	98.35
DISC GOLF PROJECT	0	0	5,100.00	5,100.00	0.00	( 5,100.00)	0.00
<b>TOTAL REVENUES</b>	<b>8,387,774</b>	<b>8,387,774</b>	<b>29,022.00</b>	<b>205,505.93</b>	<b>129,208.32</b>	<b>8,182,268.07</b>	<b>97.55</b>

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	376,861	376,861	0.00	29,057.75	30,906.63	347,803.25	92.29
PUBLIC TRANSIT GRANTS	90,000	90,000	0.00	0.00	0.00	90,000.00	100.00
ACE REVENUE SHARING	31,922	31,922	0.00	0.00	3,839.00	31,922.00	100.00
MCCOOK RECREATIONAL TRAIL	56,179	56,179	0.00	1,021.25	0.00	55,157.75	98.18
CCCCFF GRANT-SWIMMING POOL	0	0	0.00	0.00	1,331.25	0.00	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	150,460	150,460	0.00	21,138.00	40,343.62	129,322.00	85.95
ENHANCED E911	60,063	60,063	0.00	1,800.00	5,829.09	58,263.00	97.00
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	0.00	0.00	0.00
INSURANCE REIMBURSEMENT	436,121	436,121	0.00	0.00	40,850.00	436,121.00	100.00
PSAP FUNDS	102,112	102,112	1,535.06	21,551.29	13,602.52	80,560.71	78.89
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	0	0	0.00	0.00	0.00	0.00	0.00
AME RESCUE PLAN ACT-ARPA	325,199	325,199	16,139.80	47,554.60	21,988.40	277,644.40	85.38
BIRDELLA NELSON TECH CTR	25,000	25,000	0.00	0.00	22,203.14	25,000.00	100.00
SWIMMING POOL PROJECT	6,699,072	6,699,072	13,040.00	2,151,831.10	0.00	4,547,240.90	67.88
DISC GOLF PROJECT	0	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>8,387,774</b>	<b>8,387,774</b>	<b>30,714.86</b>	<b>2,273,953.99</b>	<b>180,893.65</b>	<b>6,113,820.01</b>	<b>72.89</b>

REVENUES OVER/(UNDER) EXPENDITURES 0 0 ( 1,692.86)( 2,068,448.06)( 51,685.33) 2,068,448.06 0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2024

30 -DEBT SERVICE  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	411,745	411,745	1,528.00	9,518.00	6,524.00	402,227.00	97.69
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	411,745	411,745	1,528.00	9,518.00	6,524.00	402,227.00	97.69
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	411,745	411,745	0.00	0.00	0.00	411,745.00	100.00
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	411,745	411,745	0.00	0.00	0.00	411,745.00	100.00
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	1,528.00	9,518.00	6,524.00 (	9,518.00)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2024

40 -COMMUNITY DEVELOPMENT  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
KEYSTONE BUS CENTER PROJ	31,000	31,000	925.90	925.90	0.00	30,074.10	97.01
CITY INVESTMENTS	82,656	82,656	306.00	1,921.00	2,555.00	80,735.00	97.68
NORTH POINTE	30,000	30,000	2,654.00	2,654.00	9,572.80	27,346.00	91.15
CLARY VILLAGE LLC	9,500	9,500	232.14	3,753.57	0.00	5,746.43	60.49
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	1,564.78	1,564.78	0.00	58,435.22	97.39
QUILLAN COURTS	15,000	15,000	235.40	6,488.68	463.46	8,511.32	56.74
MCCOOK LODGING/HOLIDAY I	100,000	100,000	2,736.58	46,215.80	45,323.83	53,784.20	53.78
NEXT GENERATION	220,000	220,000	7,426.72	7,426.72	101,572.63	212,573.28	96.62
N-STANT CONVENIENCE	20,000	20,000	145.82	145.82	4,470.32	19,854.18	99.27
BLACKWOOD ENTERPRISES	20,400	20,400	336.15	3,481.27	0.00	16,918.73	82.93
MEDC INFILL HOUSING	0	0	142.72	2,275.18	0.00	( 2,275.18)	0.00
<b>TOTAL REVENUES</b>	<b>588,556</b>	<b>588,556</b>	<b>16,706.21</b>	<b>76,852.72</b>	<b>163,958.04</b>	<b>511,703.28</b>	<b>86.94</b>
<b>=====</b>							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	0.00	0.00	31,000.00	100.00
CITY INVESTMENTS	82,656	82,656	0.00	82.00	0.00	82,574.00	99.90
NORTH POINTE	30,000	30,000	0.00	0.00	7,818.05	30,000.00	100.00
CLARY VILLAGE LLC	9,500	9,500	0.00	3,521.43	0.00	5,978.57	62.93
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	0.00	0.00	60,000.00	100.00
QUILLAN COURTS	15,000	15,000	1,504.12	6,253.28	463.46	8,746.72	58.31
MCCOOK LODGING/HOLIDAY I	100,000	100,000	0.00	43,479.22	45,323.83	56,520.78	56.52
NEXT GENERATION	220,000	220,000	0.00	0.00	101,572.63	220,000.00	100.00
N-STANT CONVENIENCE	20,000	20,000	0.00	0.00	0.00	20,000.00	100.00
BLACKWOOD ENTERPRISES	20,400	20,400	0.00	3,335.00	0.00	17,065.00	83.65
MEDC INFILL HOUSING	0	0	2,132.46	2,132.46	0.00	( 2,132.46)	0.00
<b>TOTAL EXPENDITURES</b>	<b>588,556</b>	<b>588,556</b>	<b>3,636.58</b>	<b>58,803.39</b>	<b>155,177.97</b>	<b>529,752.61</b>	<b>90.01</b>
<b>=====</b>							
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>13,069.63</b>	<b>18,049.33</b>	<b>8,780.07</b>	<b>( 18,049.33)</b>	<b>0.00</b>

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2024

45 -ECONOMIC DEVELOPMENT FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
ECONOMIC DEVELOPMENT FUN	<u>1,925,222</u>	<u>1,925,222</u>	<u>45,657.43</u>	<u>364,087.30</u>	<u>312,050.95</u>	<u>1,561,134.70</u>	<u>81.09</u>
TOTAL REVENUES	<u>1,925,222</u>	<u>1,925,222</u>	<u>45,657.43</u>	<u>364,087.30</u>	<u>312,050.95</u>	<u>1,561,134.70</u>	<u>81.09</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ECONOMIC DEVELOPMENT FUN	<u>1,925,222</u>	<u>1,925,222</u>	<u>12,373.00</u>	<u>191,789.73</u>	<u>107,160.40</u>	<u>1,733,432.27</u>	<u>90.04</u>
TOTAL EXPENDITURES	<u>1,925,222</u>	<u>1,925,222</u>	<u>12,373.00</u>	<u>191,789.73</u>	<u>107,160.40</u>	<u>1,733,432.27</u>	<u>90.04</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	33,284.43	172,297.57	204,890.55 (	172,297.57)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2024

50 -PENSION TRUST  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
POLICE OFFICER DISABILIT	23,470	23,470	( 14,140.13)	20,075.04	18,040.25	3,394.96	14.47
TOTAL REVENUES	23,470	23,470	( 14,140.13)	20,075.04	18,040.25	3,394.96	14.47
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
POLICE OFFICER DISABILIT	23,470	23,470	( 12,580.17)	9,436.98	9,436.98	14,033.02	59.79
TOTAL EXPENDITURES	23,470	23,470	( 12,580.17)	9,436.98	9,436.98	14,033.02	59.79
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	( 1,559.96)	10,638.06	8,603.27	( 10,638.06)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2024

60 -AGENCY FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
PERPETUAL CARE	147,583	147,583	438.00	5,751.00	5,184.00	141,832.00	96.10
SENIOR CENTER CONTRIBUTIO	89,012	89,012	834.00	12,109.00	14,409.00	76,903.00	86.40
SCHOOL	8,050	8,050	3,800.00	5,155.00	5,984.79	2,895.00	35.96
FIRE CONTRIBUTIONS	10,417	10,417	0.00	100.00	14,192.76	10,317.00	99.04
LIBRARY MEMORIAL	63,082	63,082	0.00	200.00	6,225.00	62,882.00	99.68
COMMUNITY BETTERMENT	102,771	102,771	6,280.95	38,013.58	44,103.86	64,757.42	63.01
DARE CONTRIBUTIONS	3,388	3,388	0.00	200.00	2,126.50	3,188.00	94.10
PUBLIC WORKS CONTRIBUTION	7,370	7,370	879.50	2,180.20	376.05	5,189.80	70.42
AMBULANCE CONTRIBUTIONS	13,046	13,046	0.00	670.00	500.00	12,376.00	94.86
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	22,822	22,822	17.39	170.35	15,252.93	22,651.65	99.25
FIRE TRAINING TRAILER	11,348	11,348	0.00	100.00	100.00	11,248.00	99.12
<b>TOTAL REVENUES</b>	<b>483,205</b>	<b>483,205</b>	<b>12,249.84</b>	<b>64,649.13</b>	<b>108,454.89</b>	<b>418,555.87</b>	<b>86.62</b>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
PERPETUAL CARE	147,583	147,583	0.00	3,525.00	0.00	144,058.00	97.61
SENIOR CENTER CONTRIBUTIO	89,012	89,012	506.96	506.96	4,494.90	88,505.04	99.43
SCHOOL	8,050	8,050	15.00	1,355.00	940.00	6,695.00	83.17
FIRE CONTRIBUTIONS	10,417	10,417	0.00	473.52	4,456.72	9,943.48	95.45
LIBRARY MEMORIAL	63,082	63,082	4,372.34	7,398.70	694.33	55,683.30	88.27
COMMUNITY BETTERMENT	102,771	102,771	2,184.00	37,630.00	52,634.00	65,141.00	63.38
DARE CONTRIBUTIONS	3,388	3,388	0.00	1,322.97	1,342.33	2,065.03	60.95
PUBLIC WORKS CONTRIBUTION	7,370	7,370	0.00	0.00	0.00	7,370.00	100.00
AMBULANCE CONTRIBUTIONS	13,046	13,046	0.00	0.00	0.00	13,046.00	100.00
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	22,822	22,822	0.00	0.00 (	1,106.09)	22,822.00	100.00
FIRE TRAINING TRAILER	11,348	11,348	0.00	0.00	251.75	11,348.00	100.00
<b>TOTAL EXPENDITURES</b>	<b>483,205</b>	<b>483,205</b>	<b>7,078.30</b>	<b>52,212.15</b>	<b>63,707.94</b>	<b>430,992.85</b>	<b>89.19</b>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	5,171.54	12,436.98	44,746.95 (	12,436.98)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2024

65 -INTERNAL SERVICE FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
FLEX DEPENDENT CARE	5,851	5,851	0.00	4,550.00	960.00	1,301.00	22.24
FLEX - MEDICAL	66,687	66,687	2,815.02	16,419.51	27,697.64	50,267.49	75.38
SELF INSURED HEALTH INSUR	<u>3,100,211</u>	<u>3,100,211</u>	<u>224,780.51</u>	<u>1,673,504.95</u>	<u>1,334,365.57</u>	<u>1,426,706.05</u>	<u>46.02</u>
TOTAL REVENUES	<u>3,172,749</u>	<u>3,172,749</u>	<u>227,595.53</u>	<u>1,694,474.46</u>	<u>1,363,023.21</u>	<u>1,478,274.54</u>	<u>46.59</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FLEX DEPENDENT CARE	5,851	5,851	0.00	0.00	2,092.00	5,851.00	100.00
FLEX - MEDICAL	66,687	66,687	3,129.03	15,705.65	30,140.26	50,981.35	76.45
SELF INSURED HEALTH INSUR	<u>3,100,211</u>	<u>3,100,211</u>	<u>168,853.79</u>	<u>1,329,881.65</u>	<u>1,440,934.62</u>	<u>1,770,329.35</u>	<u>57.10</u>
TOTAL EXPENDITURES	<u>3,172,749</u>	<u>3,172,749</u>	<u>171,982.82</u>	<u>1,345,587.30</u>	<u>1,473,166.88</u>	<u>1,827,161.70</u>	<u>57.59</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	55,612.71	348,887.16 (	110,143.67)(	348,887.16)	0.00

CITY OF MCCOOK  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: MARCH 31ST, 2024

70 -ENTERPRISE FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
SOLID WASTE-LANDFILL POST	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE - RECYCLING	176,800	176,800	5,961.70	38,077.70	52,301.70	138,722.30	78.46
SOLID WASTE - COLLECTION	1,057,127	1,057,127	77,442.50	472,349.46	451,834.23	584,777.54	55.32
SOLID WASTE - TRANSFER ST	1,586,962	1,586,962	97,972.77	589,345.88	561,073.53	997,616.12	62.86
LANDFILL RESERVE	932,954	932,954	11,223.00	63,584.00	52,912.00	869,370.00	93.18
SOLID WASTE - DISPOSAL	600,639	600,639	36,382.30	258,729.40	203,302.16	341,909.60	56.92
WATER MAINTENANCE & OPERA	4,968,513	4,968,513	165,729.81	1,249,781.76	1,285,781.23	3,718,731.24	74.85
WATER BOND & INTEREST RED	1,265,750	1,265,750	40,132.00	224,749.00	200,967.00	1,041,001.00	82.24
WATER CAPITAL - REPLACEME	23,396,301	23,396,301	40,493.00	247,154.00	228,670.00	23,149,147.00	98.94
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	177,888	177,888	770.15	4,930.13	3,142.16	172,957.87	97.23
SEWER MAINTENANCE & OPERA	3,560,285	3,560,285	153,492.13	936,957.13	862,168.50	2,623,327.87	73.68
SEWER BOND & INTEREST RES	129,138	129,138	471.00	2,941.00	2,015.00	126,197.00	97.72
SEWER CAPITAL - REPLACEME	16,107,069	16,107,069	40,810.00	246,639.00	243,562.00	15,860,430.00	98.47
SEWER CAPITAL - DEVELOPME	1,430	1,430	8.00	54.00	31.00	1,376.00	96.22
COMBINED UTILITIES	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
ELECTRIC UTILITY	1,330,000	1,330,000	109,097.65	657,245.11	677,255.78	672,754.89	50.58
TOTAL REVENUES	55,791,702	55,791,702	779,986.01	4,992,537.57	4,825,016.29	50,799,164.43	91.05

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
SOLID WASTE-LANDFILL POST	14,550	14,550	2,138.63	5,727.23	6,221.64	8,822.77	60.64
SOLID WASTE - RECYCLING	216,328	216,328	10,902.48	63,713.61	57,864.51	152,614.39	70.55
SOLID WASTE - COLLECTION	1,057,127	1,057,127	74,196.28	458,117.93	432,738.73	599,009.07	56.66
SOLID WASTE - TRANSFER ST	1,532,884	1,532,884	98,944.88	612,269.80	557,912.28	920,614.20	60.06
LANDFILL RESERVE	932,954	932,954	5,079.69	304,636.69	0.00	628,317.31	67.35
SOLID WASTE - DISPOSAL	600,639	600,639	40,132.30	262,479.40	204,767.10	338,159.60	56.30
WATER MAINTENANCE & OPERA	4,968,513	4,968,513	218,940.49	1,290,167.43	1,226,507.75	3,678,345.57	74.03
WATER BOND & INTEREST RED	1,265,750	1,265,750	0.00	51,603.18	43,263.89	1,214,146.82	95.92
WATER CAPITAL - REPLACEME	23,396,301	23,396,301	5,160.00	309,003.39	123,667.59	23,087,297.61	98.68
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	177,888	177,888	0.00	0.00	0.00	177,888.00	100.00
SEWER MAINTENANCE & OPERA	3,560,285	3,560,285	200,335.26	905,700.89	667,511.53	2,654,584.11	74.56
SEWER BOND & INTEREST RES	129,138	129,138	0.00	0.00	0.00	129,138.00	100.00
SEWER CAPITAL - REPLACEME	16,107,069	16,107,069	0.00	69,668.81	50,240.42	16,037,400.19	99.57
SEWER CAPITAL - DEVELOPME	1,430	1,430	0.00	0.00	0.00	1,430.00	100.00
COMBINED UTILITIES	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
ELECTRIC UTILITY	1,330,000	1,330,000	109,097.65	657,245.11	677,255.78	672,754.89	50.58

TOTAL EXPENDITURES	55,791,702	55,791,702	764,927.66	4,990,333.47	4,047,951.22	50,801,368.53	91.06
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REVENUES OVER/(UNDER) EXPENDITURES	0	0	15,058.35	2,204.10	777,065.07	( 2,204.10)	0.00
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CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: MARCH 31ST, 2024

80 -CAPITAL IMPROVEMENTS FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
2022 RECREATION BOND	1,292,868	1,292,868	82,442.43	564,718.42	0.00	728,149.58	56.32
CAPITAL IMPROVE 2018	1,319,378	1,319,378	56,728.33	338,227.98	326,887.98	981,150.02	74.36
CAPITAL IMPROVE PRE 2018	<u>425,827</u>	<u>425,827</u>	<u>1,569.00</u>	<u>9,956.00</u>	<u>7,176.00</u>	<u>415,871.00</u>	<u>97.66</u>
TOTAL REVENUES	<u>3,038,073</u>	<u>3,038,073</u>	<u>140,739.76</u>	<u>912,902.40</u>	<u>334,063.98</u>	<u>2,125,170.60</u>	<u>69.95</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
2022 RECREATION BOND	1,292,868	1,292,868	0.00	165,666.66	0.00	1,127,201.34	87.19
CAPITAL IMPROVE 2018	1,319,378	1,319,378	7,791.00	60,988.00	64,882.50	1,258,390.00	95.38
CAPITAL IMPROVE PRE 2018	<u>425,827</u>	<u>425,827</u>	<u>0.00</u>	<u>14,937.50</u>	<u>15,439.53</u>	<u>410,889.50</u>	<u>96.49</u>
TOTAL EXPENDITURES	<u>3,038,073</u>	<u>3,038,073</u>	<u>7,791.00</u>	<u>241,592.16</u>	<u>80,322.03</u>	<u>2,796,480.84</u>	<u>92.05</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	132,948.76	671,310.24	253,741.95 (	671,310.24)	0.00

**CITY MANAGER'S REPORT  
APRIL 15, 2024 CITY COUNCIL MEETING**

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**ITEM:**        5.D.

Receive and file the claims for the month of March 2024, published April 12, 2024.

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**BACKGROUND:**

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

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

**FISCAL  
IMPACT:**     None.

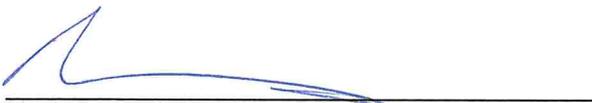
**APPROVALS:**

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

April 10, 2024

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

April 10, 2024

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

April 10, 2024

CITY OF MCCOOK  
CLAIMS FOR MARCH 2024

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

20/20 TECHS-SC 5017.12, 7-D LOCKSHOP-S 170.59; ACE-S 1810.40; ACME-S 420.75; AKRS-SC 650.06, S 2326.63; AMERICAN AG LAB-SC 2251.18; AMERICAN ELECTRIC-S 142.20; AMERICAN LEGAL PUBLISHING CORP-SC 399.00; AMERITAS-CLAIMS-SC 5047.19; ANYTIME TRI STATE TOWING SC 195.00; ARROW CAR WASH-S 60.30; AURORA COOP-S 10710.82; BETTER HOMES & GARDENS-S 77.20; BISHOP BUSINESS EQ-SC 1348.00; BLACK HILLS ENERGY-SC 7650.74; BROWN & BROWN INS-SC 10000.00; T BURKEY-S 451.17; BW TELECOM-SC 144.14; C&K-S 926.12; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 3451.44; CARROTHERS CONST-CO 610668.45; CASH WA-S 12940.95; CDW-G-S 21.85, SC 1005.10; CENGAGE LEARNING-S 21.59; CENTER POINT, INC-S 110.42; CENTURY LINK-SC 788.82; CHECKSFORLESS-S 105.95; CITY OF MCCOOK-PS 415658.37; CITY SELF INS-BT 176559.66; SALES TAX-39991.21; UTILITIES-SC 2982.93; CLINE WILLIAMS, WRIGHT JOHNSTON-SC 2663.69; COFLER, WOOD, LYONS & WOOD-SC 435.00; CORNHUSKER MARRIOTT-SC 1703.00; CORNHUSKER CLEANING SUPPLY-S 83.52; J. CROCKER-SC 72.50; D&S HARDWARE-S 120.71, S 114.93; DAS ACCT-SC 1069.50, s 66.00; DELTA MEDICAL-S 231.67; DEMCO-S 1437.69; DETECTACHEM, INC-S 370.84; DEVENY MOTORS-S 841.27, SC 473.00; DIAMOND VOGEL-S 143.34; L. DOAK-SC 377.47; DOWNEY DRILLING-S 2732.68; DVORAK LAW-SC 434.50; EAKES-S 2289.13, SC 1594.02; EXCEL APPRAISAL-SC 4000.00; FASTENAL-S 27.53; FICA-PS 21079.50; FRASER STRYKER PC-SC 955.30; FRONTIER COMMUNICATIONS-SC 34.19; GARRISONS-S 323.00; GOOGLE SVCS-SC 533.99; GREAT PLAINS COMM-SC 2681.93; GREAT WESTERN STATES SUPPLY-S 634.67; HAMPTON INN-S 392.00; HENNING BROS-SC 59.00; HIGH PLAINS RADIO-SC 62.00; HOA SOLUTIONS-SC 282.19; HOLIDAY INN-SC 856.00; HOMETOWN LEASING-SC 757.83; HOTSY EQUIPMENT-S 127.69; INLAND TRUCK PARTS-S 238.59, SC 3837.18; ISLAND SPRINKLER-S 266.98; J BAR J LANDFILL-SC 44836.22; JOHNSON SERVICE-CO 85459.25; K&C GRAIN-S 10197.44; KATHRYN MESNER-SC 1504.12; KOHL'S AUTO PARTS-S 999.91; A. KOTSCHWAR-SC 32.00; LAMP RYNEARSON-CO 13040.00; LEAGUE OF NE MUN-SC 4293.75; LIFE ASSIST-S 1769.71; LINCOLN COUNTY-SC 30.00; LUMACURVE AIRFIELD-S 871.73; MACQUEEN EQ-S 498.46; MAGUIRE IRON-CO 5160.00; MARIS

GEN CONST-S 410.82; MEDC-SC 2132.46; MC GAZETTE-SC 1174.70; MC HUMANE SOCIETY-S 4492.95; MPPD-SC 878.63; MPS-SC 15.00; MCNET SC 69.95; MCKESSON MEDICAL-S 388.01; MEAD LUMBER-S 121.41; MEDICARE-PS 5808.56; MICHAEL TODD & CO-SC 5503.97; MICROMARKETING-S 2734.41; MIDLANDS TOXICOLOGY-SC 70.00; MILCO ENVIRONMENTAL-SC 2138.63; MILLER & ASSOC-SC 29250.00; MNB-CO 31068.08; MOTOROLA-S 479.36; MOUSEL, BROOKS, SCHNEIDER, MUSTION & SCHIFFLET-SC 5173.00; MUNICIPAL SUPPLY-S 6196.54; MURPHY TRACTOR & EQUIP-S 315.47; NATIONWIDE MANAGEMENT-SC 420.00; NE MUNI CLERK INST-SC 323.00; NE DEPT REV-SALES TAX-SC 10233.47, MOTOR FUELS TAX-272.00, LOTTERY-100.00; NE LIBRARY COMM-S 2625.00; NE PUBLIC HEALTH-SC 16.00; NE STATE FIRE MARSHALL-SC 36.00; NE TRUCK CENTER-S 3691.31; NEBRASKALAND TIRE-S 3038.54; NATIONAL FIRE PROTECTION-SC 1552.50; NICK'S DIST-S 758.76; NMC-S 1403.75; NPPD-SC 29990.27; NUTRI-SYSTEM-S 506.96; O'REILLY-S 199.46; ODEYS, INC-S 434.39; OMAHA WORLD HERALD-S 1109.99; ONE BILLING SOLUTIONS-SC 3760.56; ONE CALL-SC 56.10; PAULSEN, INC-S 940.65; PINPOINT COMM-SC 69.99; PLATTE VALLEY COMM-S 310.00; PRAISE WINDOW-S 2150.00; PRIME SOLUTION, INC-CO 16139.80; PRS, INC-CO 1625.00; QUADIAENT FINANCE-SC 750.79, S 249.21; QUALITY URGENT CARE-SC 50.00; RADAR ROAD-S 315.00; RAVENSWOOD ELEC-S 755.09; RWAC-SC 201.59; RWCO CRT-SC 17.00; RUGGLES TRAILER-S 50.00; RUTT'S HEATING & AC-S 6625.00; SCOTTIES POTTIES-S 100.00; B. SIEGRFIED-SC 360.87; SOUTHWEST FARM & AUTO-S 821.28; STRYKER MEDICAL-S 158.10; TECHNIMOUNT SYSTEM-S 1625.00; TELEFLEX-S 65.21; TITAN MACHINERY-S 535.86; TK ELEVATOR-SC 392.04; TRAVELERS-SC 145878.00; UMR-SC 157204.09; US DEPT OF AG-SC 800.00; US FOODS-S 927.17; USA BLUEBOOK-SC 243.83; UTILITY REFUNDS-258.55; VERIZON-SC 5102.08; VOLZ-S 919.07; WAGNER FORD-S 1087.25; WALMART-S 1908.62; WESTSIDE WELDING-S 88.29, SC 49.00; WEX BANK-S 12716.40; WITMER PUBLIC SAFETY-S 68.22; E WITT-SC 123.00; WPCI-SC 32.00; ZOLL MEDICAL-S 231.60.

-s-Lea Ann Doak, City Clerk

PUBLISH: APRIL 12, 2024

**CITY MANAGER'S REPORT  
APRIL 15, 2024 CITY COUNCIL MEETING**

**ITEM:**        5.E.

**RECOMMENDATION:**

**Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic Conduit, cable and new ground level vaults @ NorthPoint subdivision.**

**BACKGROUND:**

Great Plains Communications (GPC) of Blair, NE is seeking permission to occupy City utility right-of-way to install underground fiber optic cable, conduit and 5 new ground level vaults.

The construction will originate 190 feet North of the intersection of West R. Street between 8<sup>th</sup> and 9<sup>th</sup> and ending North 700 feet of intersection of West R. Street & West 7<sup>th</sup> Street.

**FISCAL IMPACT:**(None)

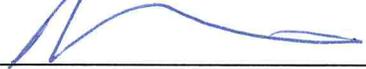
**APPROVALS:**

  
\_\_\_\_\_  
Pat Fawver Utilities Dir.

April 15, 2024

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Dir.

April 15, 2024

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

April 15, 2024



### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 3-4-2024  
ADDRESS: 1009 West B St. PHONE: 402-278-2325  
FAX: 308-364-9060 START DATE: March 2024 FINISH DATE: April 2024

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

<b>Type: (circle)</b> Over-Cross Under-Cross <u>Occupy</u> Miscellaneous	<b>With a: (circle)</b> Water Line Sewer Line Gas Line Telephone Line <u>(Underground) Aerial</u> Fiber (Underground Aerial) Tree Trimming/Removal Grading Other Electric Line (Underground Aerial)
--	---

**Location:** Beginning 190 feet (East West North South) of Intersection West R between 12 & 9th  
and ending (East West North South) 700 feet of Intersection  
West R St. & West 2nd St.

**Requirements:** The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued **will be cancelled** if the work specified **is not completed within the term listed on the permit** or within any **additional length of time granted**. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. **The Applicant may cancel the permit with written notification** at any time prior to beginning work on right-of-way.

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$2,500.00 Check No. \_\_\_\_\_ Or FID No. \_\_\_\_\_  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

**NOTE:** Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed and all information such as sizes, distances, dimensions, sleeves, cuts and fills, erosion control measures, etc., when applicable. City of McCook Municipal Code §94.34.

  
Applicant's Signature

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



**CITY MANAGER'S REPORT  
APRIL 15, 2024 CITY COUNCIL MEETING**

**ITEM: 5.F.**

**RECOMMENDATION:**

**APPROVE AN APPLICATION FROM PINPOINT COMMUNICATIONS, INC OF CAMBRIDGE, NE TO OCCUPY CITY RIGHT-OF-WAY FOR THE PURPOSE OF INSTALLING UNDERGROUND CONDUIT, VAULTS, AND PEDASTALS FOR FIBER OPTIC CABLE @ North Point subdivision.**

**BACKGROUND:**

Pinpoint Communications is requesting to occupy City right-of-way to install conduit, cable, vaults and pedestals to provide fiber optic communications to customers in the North Point Sub-Division.

The installation will begin 330 feet North of the intersection of West R. Street & West 7<sup>th</sup> Street and end West 800 feet of intersection of West 9<sup>th</sup> & S. Street, North point sub-Division.

3 ground level vaults and 8 service pedestals will also be installed with this project.

**FISCAL IMPACT:(None)**

**APPROVALS:**

  
\_\_\_\_\_  
Pat Fawver Utilities Dir.

April 15, 2024

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Dir.

April 15, 2024

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

April 15, 2024



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

## APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communication, Inc. DATE: 3-13-24  
ADDRESS: 611 Patterson St Cambridge NE PHONE: 308 697 7678  
Mark Bennett @ PNPT, Inc. START DATE: 3-25-24 FINISH DATE: 3-25-25

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

Type: (circle)
Over-Cross
<u>Under-Cross</u>
<u>Occupy</u>
Miscellaneous

With a: (circle)	Tree Trimming/Removal
Water Line	Grading
Sewer Line	Other
Gas Line	Electric Line
<u>Telephone Line</u> <u>Fiber Optic</u>	(Underground Aerial)
(Underground Aerial)	

Location: Beginning 330 feet (East West North South) of Intersection W R St & W 7th St.  
W 9th & S St. North Pointe Sub. and ending (East West North South) 800 feet of Intersection  
Please See Attached Map.

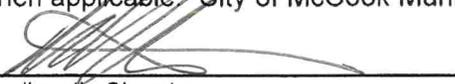
**Requirements:** The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued **will be cancelled** if the work specified **is not completed within the term listed on the permit** or within any **additional length of time granted**. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. **The Applicant may cancel the permit with written notification** at any time prior to beginning work on right-of-way.

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500<sup>00</sup> Check No. 18630 Soc. Sec. No. Or FID No. 91-1800652

This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

**NOTE:** Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed and all information such as sizes, distances, dimensions, sleeves, cuts and fills, erosion control measures, etc., when applicable. City of McCook Municipal Code §94.34.

  
Applicant's Signature

Recommended By \_\_\_\_\_

Date \_\_\_\_\_

Director of Public Works Approval \_\_\_\_\_

# North Pointe Sub. McCook, Ne.

North Pointe McCook

PinPoint



NPV-2



NPV-1



NP1-P4



NP2-P4



NP3-P4



NP4-P4



NP5-P4



NP6-P4



NP7-P4



NP8-P4



1.25 Duct 1,903'



1.25 Duct 138'



GLB-1



**CITY MANAGER'S REPORT  
APRIL 15, 2024 CITY COUNCIL MEETING**

**ITEM:**        5.G.

**RECOMMENDATION:**

**Approve an application from Nebraska Public Power to occupy city right-of-way for the purpose of installing underground electrical cable and conduit @ North Point subdivision.**

**BACKGROUND:**

Nebraska Public Power is seeking permission to occupy City utility right-of-way to install underground electric cable & conduit to supply power to the North Point subdivision

The construction will originate 100 feet South of the intersection of West S. Street & West 9<sup>th</sup> Street and ending North 100 feet of the intersection of West S. Street and West 7<sup>th</sup> Street.

**FISCAL IMPACT:**(None)

**APPROVALS:**

  
\_\_\_\_\_  
Pat Fawver Utilities Dir.

April 15, 2024

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Dir.

April 15, 2024

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

April 15, 2024



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

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Nebraska Public Power District DATE: 04/10/2024  
ADDRESS: 1907 N Hwy 83 McCook, NE 69001 PHONE: 800-275-6773  
FAX: \_\_\_\_\_ START DATE: 05/01/2024 FINISH DATE: 08/01/2024

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

Type: (circle)
Over-Cross
<input checked="" type="checkbox"/> Under-Cross
<input checked="" type="checkbox"/> Occupy
Miscellaneous

With a: (circle)
Water Line
Sewer Line
Gas Line
Telephone Line
(Underground Aerial)
Tree Trimming/Removal
Grading
Other
<input checked="" type="checkbox"/> Electric Line
(Underground Aerial)

Location: Beginning 100 feet (East West North South) of Intersection S & 9TH STREET  
and ending (East West North South) 100 feet of Intersection  
S & 7TH STREET.

**Requirements:** The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued **will be cancelled** if the work specified **is not completed within the term listed on the permit** or within any **additional length of time granted**. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. **The Applicant may cancel the permit with written notification** at any time prior to beginning work on right-of-way.

**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ \_\_\_\_\_ Check No. \_\_\_\_\_ Soc. Sec. No. Or FID No. \_\_\_\_\_  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

**NOTE:** Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed and all information such as sizes, distances, dimensions, sleeves, cuts and fills, erosion control measures, etc., when applicable. City of McCook Municipal Code §94.34.

  
Applicant's Signature

\_\_\_\_\_  
Recommended By

4-10-24  
Date

\_\_\_\_\_  
Director of Public Works Approval



**CITY MANAGER'S REPORT  
APRIL 15, 2024 CITY COUNCIL MEETING**

**ITEM: 5.H.**

**RECOMMENDATION:**

**APPROVE THE APPLICATION FROM CENTURY LINK TO OCCUPY CITY RIGHT-OF-WAY FOR THE PURPOSE OF INSTALLING AN UNDERGROUND FIBER OPTIC CABLE AND 2 GROUND LEVEL VAULTS. SERVICE FOR 201 WEST 4<sup>TH</sup> STREET.**

**BACKGROUND:**

Century Link is seeking permission to occupy City of McCook Right-of-Way to install underground fiber optic cable and 2 ground level vaults starting at the intersection of West 5<sup>th</sup> Street & Auditorium Dr. at an existing vault. Heading North approximately 130', then headed East across West 5<sup>th</sup> Street approximately 440', then headed South along the East side of West 4<sup>th</sup> Street for approximately 250' to the end point @ 201 West 4<sup>th</sup> Street.

The new fiber installation consists of installing 2 ground level vaults. The first vault will be located on the Southeast corner of the intersection of West 4<sup>th</sup> Street and West C. Street. The second vault will be placed directly South approximately 175' of the first vault on the South side of the alley.

A \$2,500.00 performance guarantee from Century Link is on deposit with the City Office.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

  
\_\_\_\_\_  
Pat Fawver, Utility Director April 15, 2024

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Director April 15, 2024

  
\_\_\_\_\_  
Nate Schneider, City Manager April 15, 2024



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

## APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: LUMEN / CENTURYLINK ATTN: MARK CONTE      DATE: 03/04/2024

ADDRESS: CENTURYLINK QC 7404 N. 78<sup>TH</sup> St. Omaha, NE 68122 PHONE: 970 844-3608  
Project # P.208903

FAX: n/a      START DATE: 03/11/24      FINISH DATE: 04/29/24

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

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

Location: Beginning 5\_\_\_\_\_feet (East West North South) of Intersection W 5<sup>th</sup> St & Auditorium St. \_\_\_\_\_ and ending (East West North South) 60\_\_\_\_\_feet of Intersection W B St & W 4<sup>th</sup> St. \_\_\_\_\_ Pls see attached Design 1 Work Prints

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. The Applicant may cancel the permit with written notification at any time prior to beginning work on right-of-way.

### Performance Guarantee: (Make Payable to City of McCook)

Amount: \_\_\_\_\_ \$Check \_\_\_\_\_ No.soc. Sec. No. Or FID No. \_\_\_\_\_

This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

NOTE: Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger

than 18"x24". The engineering plans shall show the general features of the work to be completed and all information such as sizes, distances, dimensions, sleeves, cuts and fills, erosion control measures, etc., when applicable. City of McCook Municipal Code S94,34e

Applicant's Signature

Utilities Director Approval



03 /04 2024

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Public Works Approval

**S 94.34 EXCAVATIONS; PERMIT; SURETY BOND.**

(A) (1) No person shall dig or make any excavation in any street or alley in the city for any purpose without first obtaining a permit from the Public Works Director to do so.

(2) An excavation permit shall be issued only upon the written application of the party desiring the permit, which application shall be filed in an orderly manner and duly preserved. The person shall be required to maintain good and sufficient barricades, guards, lights, and signals as will protect the public from injury or loss. The applicant shall deposit with the City Clerk a sum sufficient to cover the cost of replacing any paving so removed and it is hereby made the duty of the Public Works Director to cause the pavement to be replaced, and after paying the expense thereof, the balance of the money, if any, shall be returned to the applicant.

(3) In case of any damage to any cables, wires, or other fixtures of the telephone company, electric light company or the city, resulting from any street excavation, the property owner for whom the excavation was being done shall pay the amount of the damage to the owner of the cables, wires or other fixtures damaged.

(Prior code, S 8-310)

(B) Any person desiring to make any excavation in any street or alley in the city or upon any city-owned property may be required by the City Manager to post a cash bond to ensure the proper and timely repair of the streets or alleys following excavation as permitted under S 94.33 above. The cash bond shall be in an amount of \$2,500. The bond shall ensure the workmanship of the street repair for a period of one year and may be made applicable to more than one excavation repair made by a company, person, or firm provided that the total estimated cost of the repair does not exceed \$2,500. (Prior Code, S 8-311) Penalty, see S 94.99

Statutory reference:'

Authority, see Neb. RS 16-232

**S 94.35 BARRIERS TO PROTECT PAVEMENT.**

No person shall remove, destroy or tear down any barricade, fence, railing or other device erected or constructed for the purpose of protecting paving or any other work while the work is in the course of construction or after it has been constructed, on any of the streets, alleys, or public grounds of the city. No person shall drive over or upon or go upon any paving or other

public work in any of the streets, alleys, or public grounds of the city while the same is protected by any barrier, fence, or railing or until the barrier, fence, or railing has been removed by the contractors having the work in charge, or by the duly authorized officials of the city.

(Prior Code, S 8-312) Penalty, see S 94.99

Statutory reference:

Authority, see Neb. RS 16-207, 16-210, 16-609

#### **S 94.36 LOCATION OF PUBLIC UTILITY SERVICE COMPANY WIRES AND PIPES.**

Poles, wires, gas mains, pipelines, and other appurtenances of public service companies shall be located, or erected over, upon, or under the streets, alleys, and common grounds of the city. Application for location of the above shall be made to the governing body in writing. Approval by that body shall be issued in writing. Any public service company granted a right-of-way for the erection and maintenance of poles, conduits, gas mains, pipe lines, and wires shall at all times erect and locate its poles, wires, gas mains, pipe lines, and other appurtenances at places and in the manner as shall be designated by the governing body. The poles, wires, gas mains, pipe lines, and other appurtenances shall be removed or relocated by the companies at their own expense when requested to do so by the governing body. Any such relocation shall be ordered by resolution of the governing body and the City Clerk shall notify any and all companies affected. The companies shall, within 24 hours after receiving notice, at their own expense, cause the poles, wires, gas mains, pipe lines, or other appurtenances to be removed. The governing body shall designate another location as closely as possible where the poles, wires, gas mains, pipe lines, or other appurtenances may be reset or placed. All poles, wires, gas mains, pipe lines, or other appurtenances shall be reset, placed, or erected in a manner that they will not interfere with the water system, sewerage system, poles, wires, and mains of any public utility, adjacent buildings, or with travel on the public ways and property. Whenever possible, all pole lines, wires, gas mains, pipe lines, or appurtenances shall be confined to the alleys of the city.

(Prior code, S 8-313)

Statutory reference:

Authority, see Neb. RS 16-210, 16-232

Press Esc to exit full screen

<b>JOB LOCATION: 201 W 4TH ST, MCCOOK, NE 69001</b>			<b>ST. NUMBER</b> P-524014	<b>FW PROJECT</b> P.208903	<b>WFMT PROJECT</b> W.3013221
<b>LCON: KRISTIE WINTERS</b>	<b>LCON #: 308-345-3400</b>	<b>LCON EMAIL: N/A</b>	<b>CONTRACT ENGINEER</b> NAME: AMAN KUMAR		
			<b>ENGINEERING CONTACT</b> NAME: ANDREW HARRIS PHONE: 531-263-1485		
			<b>CONSTRUCTION COORDINATOR</b> NAME: THOMAS ASSMANN PHONE: 531-239-3481		
<b>WORK LOCATION</b> CUSTOMER LOCATION: 201 W 4TH ST, MCCOOK, NE 69001 CUSTOMER NAME: GTT AMERICA, LLC FOR INTERNAL SEE SHEET 4			<b>SPlicing COORDINATOR</b> NAME: THOMAS ASSMANN PHONE: 531-239-3481		
			<b>ORDER INFORMATION</b>		
<b>NARRATIVE/SPECIAL REMARKS</b> THIS JOB WILL BRING COUNT LMC1-33-34 TO 201 W 4TH ST, MCCOOK, NE 69001 AT HH-UN-4. SPLICE LMC1-33-34 FROM EXISTING 48CT FIBER (AS2-1) TO NEW 72CT FIBER (A05K6). BORE (585' & PLACE (1) 7-WAY FF AND JET (855) OF 72CT MF FROM HH-UN-5 TO NEW 3448 HH-211 W 4TH ST. BORE (175' & PLACE (1) 7-WAY FF AND JET (285) OF 72CT MF FROM FROM 3648 HH-211 W 4TH ST TO NEW 3348 HH-201 W 4TH ST. BORE (80' & PLACE (1) 2-WAY FF AND JET (135) OF 72CT MF FROM NEW 3648 HH-201 W 4TH ST TO BUILDING WALL. PLACE NEW JUNCTION BOX AT BUILDING WALL AND ENTER THE BASEMENT. PLACE (87) OF 3-WAY FF WITH 72MF FROM BUILDING WALL TO MPOP ENTRY POINT. PENETRATE THE MPOP FLOOR AND RISER UP & TOWARDS BACKBOARD. TERMINATE THE CABLE AT THE NEW FDP. LUMEN TO INSTALL A NEW 24 PORT FDP AND RAG ETC. ON SOUTH WALL MOUNTED RACK FIBER COUNT: LMC1-33-34. TEST BACK TO TO CO 622 W 157 ST, MCCOOK, NE 69001.			<b>MISC. INFORMATION</b>		
			<b>PERMIT INFORMATION</b>		
<b>REVISIONS</b> DATE: 04/26/2024 DESCRIPTION:			EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF LUMEN. BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.		
			SHEET: 1 OF 4		

<b>LUMEN</b>	<b>JOB LOCATION: 201 W 4TH ST, MCCOOK, NE 69001</b>	<b>PEARCE</b>
<b>FW PROJECT</b> P.208903	<b>CONTRACT ENGINEER</b> NAME: AMAN KUMAR PHONE: 531-263-1485	<b>CONSTRUCTION COORDINATOR</b> NAME: THOMAS ASSMANN PHONE: 531-239-3481
<b>WFMT PROJECT</b> W.3013221	<b>ENGINEERING CONTACT</b> NAME: ANDREW HARRIS PHONE: 531-263-1485	<b>SPlicing COORDINATOR</b> NAME: THOMAS ASSMANN PHONE: 531-239-3481
<b>DESC:</b> NE - MCCO - PL - MCCO-KENW-10 Mbps-201 W 4TH ST-202402-0014-322835		<b>ECOD:</b> DESC: NE - MCCO - PL - MCCO-KENW-10 Mbps-201 W 4TH ST-202402-0014-322835 WC: CLLE: MCKENWV   RW: KEY: N/A SECTION: S29 DATE: 02/27/2024 TOWNSHIP: T3N E4E R6T: 3490 RANG: R72W SCALE: NTS
EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF LUMEN. BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.		SHEET: 2 OF 4



RESOLUTION NO. 2024-08

BE IT RESOLVED, by the Mayor and City Council of the City of McCook, Nebraska:

THAT, the Mayor and City Council of the City of McCook, Nebraska hereby grant to the McCook Housing Agency a WAIVER OF PAYMENT IN LIEU OF TAXES for any public housing projects and for any other purposes as required by the Department of Housing and Urban Development.

PASSED AND APPROVED THIS 15<sup>th</sup> day of April, 2024.

---

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

ATTEST:

---

Lea Ann Doak, City Clerk-Treasurer

LAW OFFICES  
BURGER & BENNETT, P.C.  
116 WEST E STREET  
P.O. BOX 1205  
MCCOOK, NEBRASKA 68001-1205

G. PETER BURGER  
DAYLENE A. BENNETT

PHONE 308 345-7500  
FAX 308 345-7502

MEMORANDUM

TO: Lea Ann Doak  
FROM: Daylene Bennett  
DATE: May 30, 2003  
RE: McCook Housing Authority - Payment In Lieu of Taxes

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I have reviewed the Nebraska Statutes and also conferred with Stan Goodwin, the attorney for the McCook Housing Authority, regarding their request for a resolution waiving any payment in lieu of taxes.

The Nebraska Statutes provide that the property of the Housing Authority is not subject to taxation. However, the statutes also provide (in Section 71-1590) that a housing authority may agree to make payment in lieu of taxes.

Part of the original contract with HUD and the Housing Authority was that the City would annually waive any payment in lieu of tax. The fact that the Nebraska Statutes do not require housing authorities to make payment of tax is, apparently, immaterial to HUD.

The auditor for the McCook Housing Authority is requiring an annual waiver by the City of any payment in lieu of tax. This can be accomplished by resolution of the City Council.

Please place this item on the agenda for the second meeting in June. We also should docket the anniversary date so that the resolution can be presented to the Council annually.

I will touch base with you next week regarding the resolution.

DAB/mv

**71-1590. Taxation of property; Indian housing authorities; payments in lieu of taxes.**

(1) The real and personal property of a local housing agency and any wholly owned controlled affiliate thereof used solely (a) for the administrative offices of the housing agency or wholly owned controlled affiliate thereof, (b) to provide housing for persons of eligible income and qualifying tenants, and (c) for appurtenances related to such housing shall be exempt from all taxes and special assessments of any city, any county, the state, or any public agency thereof, including without limitation any special taxing district or similar political subdivision. All other real and personal property of the housing agency or wholly owned controlled affiliate thereof shall be deemed to not be used for a public purpose for purposes of section 77-202 and shall be taxable as provided in sections 77-201 and 77-202.11. Property owned jointly by a housing agency or its wholly owned controlled affiliates with other nongovernmental persons or entities shall be exempt from such taxes and assessments to the extent of the ownership interest which the housing agency and its wholly owned controlled affiliates hold in the property and to the extent the property is used solely to provide housing for persons of eligible income and qualifying tenants. Nothing in this section shall be deemed to preclude a housing agency and its wholly owned controlled affiliates from entering into an agreement for the payment of all or any portion of any special assessments which might otherwise be assessed except for the exemption created by this section.

(2) A housing agency may agree to make payments in lieu of all taxes or special assessments to the county within whose territorial jurisdiction any development of such housing agency or its controlled affiliates is located, for improvements, services, and facilities furnished by the city, county, or other public agencies, for the benefit of such development. Nothing contained in this section shall be deemed to require such an agreement by a local housing agency, and in no event shall the amounts payable by the housing agency exceed the amounts which, except for the exemption provided in this section, would otherwise be payable under regular taxes and special assessments for similar properties referred to in subsection (1) of this section. All payments in lieu of taxes made by any such housing agency shall be distributed by the county to all public agencies in such proportion that each public agency shall receive from the total payment the same proportion as its property tax rate bears to the total property tax which would be levied by each public agency against property of the housing agency if the same were not exempt from taxation.

(3) The property of Indian housing authorities created under Indian law shall be exempt from all taxes and special assessments of the state or any city, village, or public agency thereof. In lieu of such taxes or special assessments, an Indian housing authority may agree to make payments to any city, village, or public agency for improvements, services, or facilities furnished by such city, village, or public agency for the benefit of a housing project owned by the housing authority, but in no event shall such payments exceed the estimated cost to such city, village, or public agency of the improvements, services, or facilities to be so furnished. All payments made by any such housing authority in lieu of taxes, whether such payments are contractually stipulated or gratuitous voluntary payments, shall be distributed among the cities, villages, or public agencies within which the housing project is located, in such proportion that each city, village, or public agency shall receive from the total payment the same proportion as its ad valorem tax rate bears to the total ad valorem tax rate which would be levied by each city, village, or public agency against the properties of the Indian housing authority if the same were not exempt from taxation. For purposes of this section, (a) Indian housing authority means an entity that is authorized by federal law to engage or assist in the development or operation of

low-income housing for Indians and which is established by the exercise of the power of self-government of an Indian tribe and (b) Indian law means the code of an Indian tribe recognized as eligible for services provided to Indians by the United States Secretary of the Interior.

**Source:** Laws 1999, LB 105, § 19; Laws 2000, LB 1107A, § 1.

**CITY MANAGER'S REPORT  
APRIL 15, 2024 CITY COUNCIL MEETING**

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**ITEM:**        6.A.

Approve Ordinance No. 2024-3079 on second reading, amending the City of McCook's Code of Ordinances by removing Chapter 93 and amending Sections 95.01, 95.02, 95.03 and 95.04 in Title IX: General Regulations.

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**BACKGROUND:**

On October 16, 2023, the City Council authorized city staff to submit a Nuisance Abatement Program Application to West Central Nebraska Development District (WCNDD). On February 5, 2024, City Council approved and entered into an Interlocal Agreement with WCNDD.

City staff is requesting the accompanying ordinance be approved to incorporate WCNDD's preferred language as well as allow the City of McCook to still handle nuisance properties not in WCNDD's assigned section of the city. The ordinance is ready for consideration on its second reading.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

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

April 10, 2024

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

April 10, 2024

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

April 10, 2024

## ORDINANCE NO. 2024-3079

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES BY REPEALING CHAPTER 93, ENTITLED "UNLICENSED VEHICLES" IN IT'S ENTIRETY; AMENDING CHAPTER 95, ENTITLED "NUISANCE; HEALTH AND SANITATION", SECTIONS 95.01-DEFINE, 95.02-SPECIFIC NUISANCES, 95.03-ABATEMENT SERVICES & NOTICE PROCEDURE FOR NUISANCES, AND 95.04-JURISDICTION; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

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

Section 1. The City of McCook Code of Ordinances Chapter 93, "Unlicensed Vehicles" is hereby repealed in it's entirety and Chapter 95 "Nuisance; Health and Sanitation", Sections 95.01, 95.02, 95.03, and 95.04 are amended to read as follows:

### § 95.01 DEFINED.

**NUISANCE.** A nuisance consists in doing any unlawful act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition, or thing:

- (A) Injures or endangers the comfort, repose, health, or safety of others;
- (B) Offends decency;
- (C) Is offensive to the senses
- (D) Unlawfully interferes with, obstructs, tends to obstruct, or renders dangerous for passage any stream, public park, parkway, square, street, or highway in the municipality;
- (E) In any way renders other persons insecure in life or the use of property;  
or
- (F) Essentially interferes with the comfortable enjoyment of life and property; or
- (G) Tends to depreciate the value of the property of others.

### § 95.02 SPECIFIC NUISANCES.

*Nuisance* includes, but is not limited to, the maintaining, using, placing, depositing, leaving, or permitting of any of the following specific acts, omissions, places, conditions, and things of:

- (A) Any odorous, putrid, unsound, or unwholesome grain, meat, hides, skins, feathers, vegetable matter, or the whole or any part of any dead animal, fish, or fowl;
- (B) The emission of smoke, dust, fumes, gases, mists, odors, or polluted air from any source that is injurious or dangerous to human health and safety.
- (C) Privies, vaults, cesspools, dumps, pits or like places which are not securely protected from flies or rats or other insects and rodents, or which are foul or malodorous;
- (D) Filthy, littered or trash-covered cellars, house-yards, barnyards, stable-yards, factory-yards, mill yards, vacant areas in rear of stores, granaries, vacant lots, houses, buildings, or premises;
- (E) Dead animals or dead animals buried within the corporate limits;
- (F) Animal manure in any quantity which is not securely protected from flies and the elements, or which is kept or handled in violation of any ordinance of the municipality;
- (G) Hauling any garbage, waste, or refuse matter through the streets, alleys, and public ways except when the same is loaded and conveyed in such a way when none of the contents shall be spilled;
- (H) Liquid household waste, human excreta, garbage, butcher's trimmings and offal, parts of fish, or any waste vegetable or animal matter in any quantity. Nothing herein contained shall prevent the temporary retention of waste in receptacles nor the dumping of non-putrefying waste in a place and manner approved by the municipality;
- (I) Tin cans, bottles, glass, cans, ashes, small pieces of scrap iron, wire metal articles, bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster, and all trash or abandoned material, unless the same be kept in covered bins or galvanized iron receptacles;
- (J) Trash, litter, rags, accumulations of barrels, boxes, crates, packing crates, mattresses, bedding, excelsior, packing hay, straw or other packing material, lumber not neatly piled, scrap iron, tin or other metal not neatly piled, old automobiles or parts thereof, or any other waste materials when any of the articles or materials create a condition in which flies or rats or other insects or rodents may breed or multiply, or which may be a fire danger, or which are so unsightly as to depreciate property values in the vicinity;
- (K) Any unsafe building, unsightly building, billboard, or other structure, or any old, abandoned or partially destroyed building or structure or any building or structure commenced and left unfinished, which buildings, billboards, or other structures are a fire hazard, or a menace to the

public health or safety, or are so unsightly as to depreciate the value of property in the vicinity;

- (L) All places used or maintained as junk yards, or dumping grounds, or for the wrecking and disassembling of automobiles, trucks, tractors, or machinery of any kind, or for the storing or leaving of worn-out, wrecked or abandoned automobiles, trucks, tractors, or machinery of any kind, or of any of the parts thereof, or for the storing or leaving of any machinery or equipment used by contractors or builders or by other persons, which places are kept or maintained so as to essentially interfere with the comfortable enjoyment of life or property by others, or which are so unsightly as to tend to depreciate property values in the vicinity thereof;
- (M) Stockyards, granaries, mills, pig pens, cattle pens, chicken pens or any other place, building or enclosure, in which animals or fowls of any kind are confined or on which are stored tankage or any other animal or vegetable matter, or on which any animal or vegetable matter including grain is being processed, when the places in which the animals are confined, or the premises on which the vegetable or animal matter is located are maintained and kept in such a manner that foul and noxious odors are permitted to emanate therefrom to the annoyance of inhabitants of the municipality or are maintained and kept in such a manner as to be injurious to the public health;
- (N) Dead, dying or diseased trees within the right-of-way of Streets within the corporate limits of the City, or on private property within the one mile zoning jurisdiction beyond the corporate limits (NRS §17-555);
- (O) Undrained lots which hold or may hold stagnant water or any other nuisance;
- (P) Any condition which allows the perpetuating of insects and rodents;
- (Q) Storage, accumulation, keeping, placing, or allowing to remain trash, garbage, scrap and wrecked, worn-out, broken or inoperable, or partially destroyed or disassembled personal or real property of any kind, including any junk or abandoned motor vehicles, tractors, trailers, machinery, and equipment;
- (R) Any vehicle which is not properly registered, or is inoperable, wrecked, junked, or partially dismantled and remaining longer than thirty (30) days on private property. This does not apply to a vehicle in an enclosed building, a vehicle on the premises of a business enterprise operated in a lawful place and manner, when necessary to the lawful operation of such business enterprise (such as a licensed salvage dealer, motor vehicle dealer or farm implement dealer), or a vehicle in an appropriate storage place or depository maintained in a lawful place and manner, and so long as the premises which said vehicle is located is not a nuisance and is maintained in a healthful and safe condition.

"Vehicle" means the same as defined by NRS Section 60-136: a "motor vehicle, all-terrain vehicle, minibike, trailer, or semitrailer. "Properly registered" means as required by Nebraska Statutes;

- (S) Lots, pieces of ground, and the adjoining streets and alleys with growth of weeds or noxious growth;
- (T) All other things specifically designated as nuisances elsewhere in the City Code. (NRS §18-1720)

### **§ 95.03 ABATEMENT SERVICES & NOTICE PROCEDURE FOR NUISANCES.**

The City shall maintain two processes for abating nuisance properties. The first process shall utilize the Board of Health. The second process shall utilize a nuisance officer. The city shall be responsible for determining the appropriate process for the real estate that violates herein §95.01 and §95.02.

- (A) It shall be the duty of every owner, occupant, lessee, or mortgagee of real estate in the municipality to keep such real estate free of public nuisances.
- (B) The Board of Health shall meet as prescribed under §35.045 Section C.
  - (1) The Board of Health shall inspect the property as shall come to its attention as being in violation of these requirements. Should the owner of any property prohibit the Board of Health from entering upon the property to make inspection, the Board shall apply to the County or District Court for an order authorizing inspection of the property.
  - (2) Upon determination by the Board of Health or designated official that the owner or occupant of any such real estate has failed to keep the real estate free of nuisances, notice to abate and remove such nuisance and notice of the right to a hearing before the governing body and the manner in which it may be requested shall be given to each owner or owner's duly authorized agent and to the occupant, if any, by personal service or by certified mail. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the municipality or by conspicuously posting the notice on the real estate upon which the nuisance is to be abated and removed. The notice shall describe the condition as found by the Board of Health or designated official and state that the condition has been declared a nuisance and must be remedied at once.
  - (3) If within five days after receipt of such notice or publication or posting, whichever is applicable, the owner or occupant of the real estate does not request a hearing with the municipality or fails to comply with the order to abate and remove the nuisance, the municipality may have such work done.

(4) If within five days after receipt of such notice of publication or posting, whichever is applicable, the owner or occupant requests in writing a hearing with the governing body, the governing body shall fix a time and place at which a hearing will be held. Notice of the hearing shall be given by personal service or certified mail and require the owner or occupant to appear before the governing body to show cause why such condition should not be found to be a nuisance and remedied. The notice shall be given not less than seven nor more than 14 days before the time of the hearing. Upon the date fixed for the hearing and pursuant to the notice, the governing body shall hear all objections made by the owner or occupant and shall hear evidence submitted by the Board of Health or designated official. If after consideration of all the evidence, the governing body finds that the condition is a nuisance, it shall, by resolution, order and direct the owner or occupant to remedy the nuisance at once. If the owner or occupant refuses or neglects to promptly comply with the order to abate and remove the nuisance, the governing body may have such work done.

(C) *NUISANCE OFFICER.* The City shall appoint an individual or organization to identify and enforce nuisance violations as prescribed herein. Said individual or organization appointed as the "Nuisance Officer" shall be identified by resolution of the City.

(1) IDENTIFYING NUISANCES.

(a) The City may identify suspected nuisances, in which case the City Clerk, shall upon direction of the City Council, notify Nuisance Officer of the suspected location, person or persons in violation of any provision of this chapter and provide the address of such alleged nuisance.

(b) The City may request that the Nuisance Officer audit the City for nuisances in the City as defined by the City Code. The Nuisance Officer shall then view the property or area for any violations of the nuisances of the City. Nuisance Officer shall not go upon private property for said audit unless granted permission by the resident/owner of suspected property.

(2) CONFIRMING, DOCUMENTING AND PRESENTING NUISANCES. Nuisance Officer shall identify and confirm that in his or her opinion a nuisance exists as defined by Federal, State, or City law.

(a) Upon confirming that a nuisance appears to exist the Nuisance Officer shall document said nuisance with photographs and other evidence pertinent to the situation. Nuisance officer will also obtain the legal description of the property and identify the current owners and, if possible, the

occupants of the property upon which the nuisance exists.

- (b) Nuisance Officer shall then present this information to the City governing board at a regular or special meeting for its confirmation that a nuisance exists.
- (3) ENFORCEMENT PROCEDURES. The nuisance, health and/or sanitation violation is brought to the Governing Body by the City Nuisance Officer, or the Board of Health or upon the Governing Body's own action. The Governing Body then may declare by resolution a nuisance, health and/or sanitation violation. The nuisance, health, and/or sanitation ordinances may be enforced by: (1) City administration procedures; (2) Penal prosecutions through the Courts, and or; (3) by civil procedures in the Courts. Any of these procedures, or any combination of these procedures may be used to enforce the nuisance, health and/or sanitation ordinances of the City.
- (a) ADMINISTRATIVE PROCEDURE. The City may proceed with abatement of the nuisance, sanitation, and/or health violation with or without court involvement after the following procedure is followed:
    - (1) After a nuisance is declared the City Clerk notifies the Nuisance Officer to serve notice upon the violator(s).
    - (2) The Nuisance Officer shall prepare and serve notice which shall describe the found nuisance and state the required date of abatement and removal of the nuisance shall be accomplished. The notice shall also provide information as to how the interested parties may request a hearing before the Governing Body described in paragraph 4 herein.
    - (3) The notice shall be given to each owner or owner's duly authorized agent and to the occupant, in any, by personal service or certified mail. If notice by personal service or certified mail is unsuccessful, said notice shall be given by a single publication in a newspaper of general circulation in the City or county of the City, and by conspicuously posting the notice on the lot or ground upon which the nuisance is to be abated and removed. The date of service is determined by the later of certified mail receipt, personal service, or publication date.
    - (4) The accused violator (owner/agent/occupant) may request in writing a hearing before the Governing Body of the City within five (5) days after notice of violation is served or published. For tree nuisance violations the period for requesting a hearing is extended to thirty (30)

days after service.

- (5) If no request for a hearing is received in the required time period, the Governing Body may cause a hearing to be held. This option is at the sole discretion of the Governing Body to be used in exceptional cases.
- (6) If a hearing is requested, the City Clerk shall fix date of said hearing to be no later than 15 days from receipt of the request for the hearing. Notice of said hearing and with the date and time shall be served upon the agent, owner, and of the nuisance property by certified and regular mail.
- (7) The Hearing shall be a "show cause" hearing in which the agent, owner, occupant of the nuisance property (objecting property) shall provide evidence why the alleged condition should not be found to be a public nuisance and remedied. This hearing shall be heard before a quorum of the governing body. The presiding official of the Governing Body may conduct the hearing or said presiding official may appoint another person as the hearing officer to conduct the hearing (said hearing officer may be the City Attorney or the Enforcement Officer). At the hearing, the hearing officer shall mark and receive evidence which was presented when the finding of a nuisance was made, relevant evidence of the nuisance since that time, and evidence that the notices were properly given. The objecting party shall then provide its evidence. The rules of evidence is not required at said hearing, but all evidence must be relevant to the particular nuisance being heard. Testimony shall be under oath as administered by the hearing officer or any person so designated by the hearing officer, and the person providing the testimony is subject to the laws of perjury. Evidence may be submitted in writing by affidavit.
- (8) No later than 14 days after the hearing and consideration of the evidence, the Governing Body may by majority vote to rescind the resolution of violation. If the resolution of violation is not rescinded, it shall stand. Furthermore, if the Objector or its designated agent fails to appear at the hearing or does not provide evidence, the nuisance shall stand. If the resolution is not rescinded, the Governing Body may, by resolution, extend the date that owner, occupant, lessee, or mortgagee shall abate and remedy the said public nuisance, but in no case shall this time exceed 60 days. The findings of the Governing Body shall be made no

later than 14 days after the hearing and notice of its finding shall be served upon the Objecting party by regular US Mail within 5 days of the finding. The finding of this hearing is final, provided that an interested party or parties may appeal such decision to the appropriate court for adjudication.

- (9) If the Nuisance Officer determines the nuisance is not remedied and abated within the time period designated, the City may cause the abatement of the nuisance.
- (10) If an interested party properly appeals to an appropriate court the findings and orders of the City, the City actions shall be stayed until such time that the legal proceedings are completed or dismissed. In cases of appeal from an action of the City condemning real property as a nuisance or as dangerous under the police powers of the municipality, the owners of the adjoining property may intervene in the action at any time before trial. (Neb. RS 19-710)

(b) PENAL COURT ENFORCEMENT PROCEDURE. If the declared nuisance, health, and/or sanitation are not abated within fifteen (15) days that the notice is served upon the owner and/or occupant, and the City Clerk has not received a request for hearing, the Nuisance Officer may cause issue of a citation for the code violation.

- (1) The citation shall be prosecuted to the appropriate court by the City Attorney or other designated prosecutor for the City.
- (2) A person or persons found guilty of these violations shall be guilty of a misdemeanor and fined up to \$500.00 per each offense.
- (3) Each day that the nuisance as identified in the nuisance resolution and notice, is not abated shall be a separate offense and subject to a separate fine.

(c) CIVIL COURT PROCEDURE. The Governing Body may instruct by resolution the City Attorney to file a civil action for the abatement of a nuisance. Said civil suit may commence after fifteen (15) days notice has been served, and may be filed and prosecuted at the same time any other enforcement procedure has commenced, terminated or in progress.

(D) EXPENSES.

- (1) When the City has effected the abatement of the nuisance, health

and/or sanitation violation through either City employees or through contract with a third party and has incurred expenses and costs thereof, the actual cost thereof shall be charged to the owner, agent, occupant or person in possession, charge or control of such property. The billing shall be calculated at the actual cost of abating the nuisance plus a twenty-five-dollar (\$25.00) administrative fee.

- (2) This billing shall be submitted to the last known address of the Owner of the nuisance property as found in the County Treasurer's office by regular US Mail.
- (3) If said costs are not paid within two months after the work is done and one month after the expenses and costs are submitted to the owner and/or occupant, the City may levy and assess the expenses and costs upon the real estate benefitted by the actions in the same manner as other special assessments are levied and assessed, and the City may collect said assessments in the same procedure as other special assessments are collected. The City may also recover said expenses and costs of abating the nuisance, health and/or sanitation violation(s) in a civil action in the courts of the appropriate county in Nebraska.

**§ 95.04 JURISDICTION.**

The City Manager and Chief of Police of the city are directed to enforce this city code against all nuisances. The jurisdiction of the Mayor, Chief of Police, and court shall extend to, and the territorial application of this chapter shall include, all territory adjacent to the limits of the city within two miles thereof and all territory within the corporate limits.

(Prior Code, § 4-304)

*Authority, see Neb. RS 16-901, 18-1720*

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

---

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

ATTEST:

---

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
APRIL 15, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM NO. \_\_ Approve and enter into a Nuisance Abatement Agreement with West Central Nebraska Development District, Inc.(WCNDD)

ITEM NO. \_\_ Approve Resolution No. 2024 - 09 approving the appointment of West Central Nebraska Development District, Inc. (WCNDD) to act as Nuisance Officer for the City of McCook.

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**BACKGROUND:**

The West Central Nebraska Development District, Inc (WCNDD) requests the McCook City Council approve and sign the Nuisance Abatement Agreement for 2024, which outlines the fees and the section of the city that the Nuisance Abatement Officer for WCNDD will be responsible for in 2024.

City staff is requesting the City Council to approve Resolution 2024-09 which approves the appointment of WCNDD to act as Nuisance Officer for the City of McCook.

**APPROVALS:**

*Nate Schneider (Ed)*  
Nathan A. Schneider, City Manager

April 12, 2024

*Lea Ann Doak*  
Lea Ann Doak, City Clerk

April 12, 2024

*Tera Koetter*  
Tera Koetter, Assistant City Manager

April 12, 2024

**CITY OF McCOOK  
NUISANCE ABATEMENT AGREEMENT  
2024**

COMMUNITY: McCook, Nebraska  
CONSULTANT: West Central Nebraska Development District, Inc.  
FEE: \$21,785.00  
DISCOUNT: A 10% discount (maximum \$2,178.00) of the above designated fee will be applied to the last invoice for services in the event that video conferencing is utilized for this program. The City will be responsible for providing the necessary equipment and bandwidth capacity.  
LOCATION: Section 1 of attached Nuisance Area Map dated 3.26.24  
START DATE: Date document is executed by both parties.  
END DATE: December 31, 2024  
ATTACHMENTS: Nuisance Map dated March 26, 2024

**THIS AGREEMENT is mutually** made and entered into by and between the Community and Consultant pursuant to the following terms and consideration:

**1. DUTIES OF THE CONSULTANT:**

- a. GENERAL DUTY. Assist the Community in the preparation and execution of documentation required to enact the Nuisance Ordinances of the Community, including nuisance abatement in the area designated by this Agreement and any attachments;
- b. DOCUMENTATION. Assist in preparation and maintaining proper documentation for local, county and State and monitoring purposes;
- c. NUISANCE OFFICER. Act as the Nuisance Officer and Administrator of the Nuisance Program and act as an authorized representative of the Community in an official capacity to perform the duties of this Agreement;
- d. DEMOLITION EXPENSES. If any property requires demolition as an abatement action the Consultant may bid and bill those administrative services as a separate agreement due to the unknown nature or extent of the demolition activity;
- e. COMPLY WITH LAWS. Comply with all federal, state, county, and Community statutes, rules, regulations and ordinances;
- f. EMPLOYMENT. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community;
- g. REPORTS. Upon request provide the Community with reports it requests pertaining to work or services undertaken by the Consultant, costs and

obligations incurred or expected to be incurred and other matters of this Agreement.

h. CONFIDENTIAL. Maintain all of the reports, information, data, etc., prepared or assembled by the Consultant under this contract confidential to the extent allowed by law. Consultant agrees that said documents shall not be made available to any individual or organization without prior written approval of the Community;

i. LITIGATION. Upon request by the Community and at an additional cost, consult and help Community prepare for any court actions and appear in court as a witness for any matters regarding the abatement of nuisances which are a part of the duties assigned to Consultant by this Agreement.

## 2. DUTIES OF THE COMMUNITY

a. APPOINTMENT. Appoint Consultant its Nuisance Officer for the term of this Agreement;

b. ASSISTANCE.

- i. Provide information needed for this Agreement, marketing the nuisance program which may include flyers, notices, and roll off dumpsters for an agreed upon designated clean up period of time or other activities as agreed.
- ii. If available, provide supplemental information regarding ownership/tenants of properties.
- iii. Provide signed documents within one week of resolution or request by Consultant.
- iv. Upon request of Consultant, provide law enforcement or qualified security at the expense of the community.

c. CONSIDERATION. Reimburse consultant in a timely manner for services rendered and billed to the community.

d. COSTS. Pay all costs incurred for the abatement of nuisances as stated in this agreement, including but not limited to publishing expenses, legal fees, security, towing fees, and solid waste removal.

e. LITIGATION FEES AND COSTS. Pay Consultant the fee as stated above and any additional costs incurred, including but not limited to litigation expenses at \$75 per hour plus expenses (see 1.i above).

f. MEETINGS. Both parties will agree to a pre-determined time slot on the meeting agenda. The Community will run the public meetings per community policy and as efficiently and effectively as possible specifically pertaining to public comments during Consultant presentations.

g. DELAYS. It is planned that the project will be completed on or before October 31<sup>st</sup>.

- i. Decisions made by the governing board that delay the nuisance process and board meeting attendance after October 31<sup>st</sup>

- pertaining to 2024 nuisance project may result in additional fees.
- ii. Program extensions which therefore result in additional reviews by the Consultant may result in additional fees.
  - iii. The Community will be billed separately for costs directly associated with these additional reviews/meetings (i.e. postage, staff time at the membership dues rate, and travel costs at the federal mileage rate).

### 3. MISCELLANEOUS.

- a. COMPLETION. The nuisance program is intended to address properties with declared nuisances in the selected area within the same season.
  - i. Properties remaining in the program may be carried over one season if agreed upon by both parties.
  - ii. Any properties outstanding from previous seasons at the time of this executed agreement will not be carried over or reviewed beyond this season by the consultant.
  
- b. BINDING EFFECT; BENEFITS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.
  
- c. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
  
- d. FURTHER ASSURANCES. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action as may be necessary to more effectively consummate the intent and purpose of this Agreement.
  
- e. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
  
- f. INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Community, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Community, its elected or appointed officers and employees from damages sustained by any person or person, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.
  
- g. COMMUNITY REVIEW. The Community or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the project and this contract, by

whatever legal and reasonable means are deemed expedient by the Community.

h. RELATIONSHIP. The relationship of the Consultant to the Community shall be that on an independent Consultant rendering professional services. The Consultant shall have no authority, except those actions granted as the official Nuisance Officer, to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

i. SEVERABILITY. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.

j. CONSTRUCTION. The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that this document has been reviewed by the respective legal counsel for the parties hereto and that the normal rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

City of McCook

West Central Nebraska Development District, Inc.

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

Linda Taylor– Mayor

Dated: April 15, 2024

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

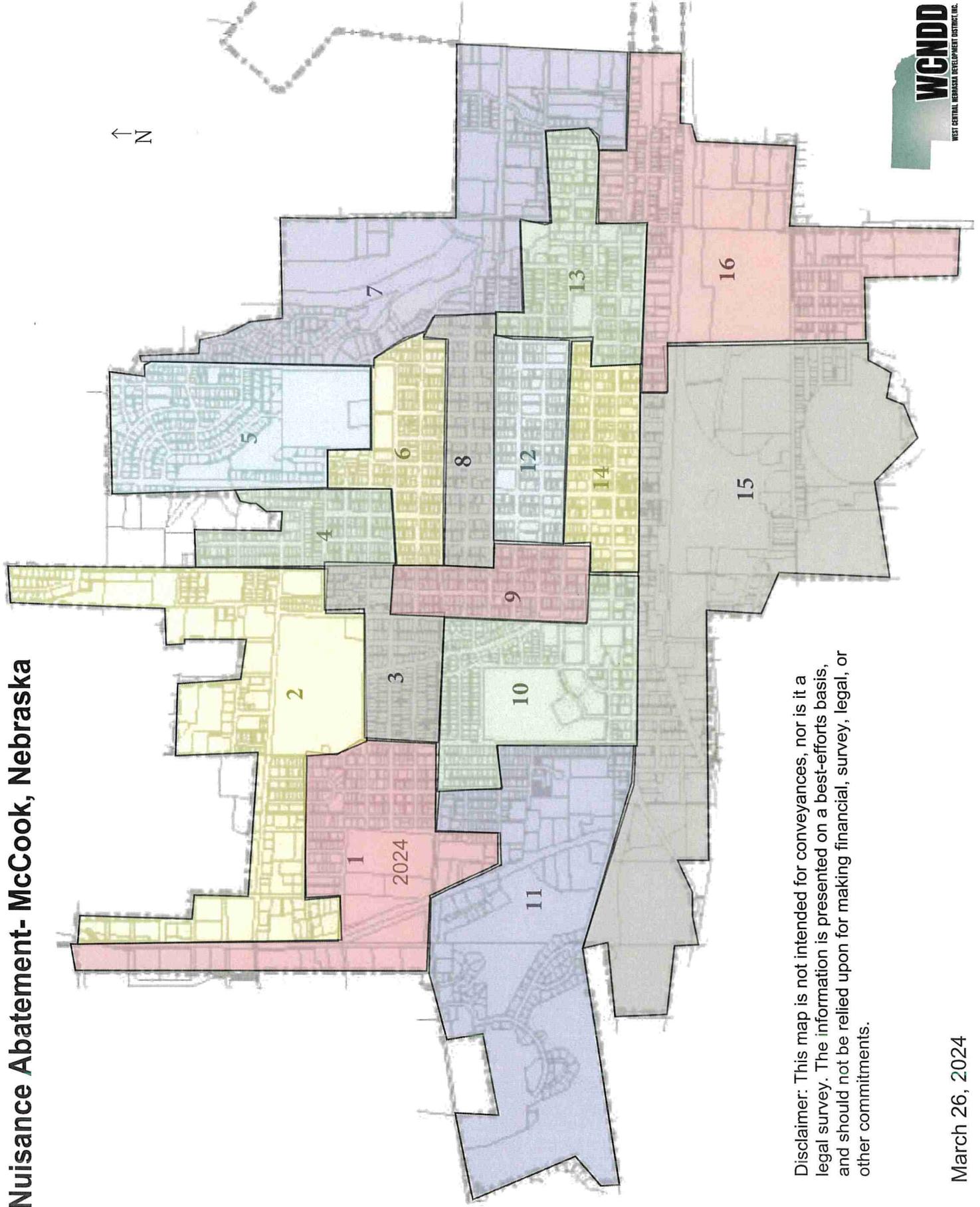
Edward Dunn - Board Chairman

Dated: April 17, 2024

Approved as to legal Form (if required):

Attorney of Record By: \_\_\_\_\_ Date \_\_\_\_\_

# Nuisance Abatement- McCook, Nebraska



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.



**RESOLUTION NO. 2024-09**

**NUISANCE OFFICER**

The Mayor and City Council of the City of McCook (hereinafter the City), in regular session assembled at the City Council Chambers in McCook, Nebraska on this 15<sup>th</sup> day of April, 2024, hereby resolve as follows:

WHEREAS, The City desires to appoint a Nuisance Officer pursuant to the City Code of Ordinances Chapter 95, Section 95.03(C).

WHEREAS, West Central Nebraska Development District (hereinafter WCNDD) is fully willing, able and qualified to act as Nuisance Officer for the City.

NOW THEREFORE BE IT RESOLVED that the City approves the appointment of WCNDD to act as Nuisance Officer for the City.

NOW THEREFORE BE IT FURTHER RESOLVED that the Mayor is authorized to sign this resolution, and that any ordinance or resolution in conflict with this Resolution is hereby revoked to any part in conflict herewith.

PASSED THIS 15<sup>TH</sup> DAY OF APRIL, 2024.

---

Linda Taylor, Ex-officio Mayor  
and Council President

Attested to:

---

Lea Ann Doak, City Clerk -Treasurer

**CITY MANAGER'S REPORT  
APRIL 15, 2024 MCCOOK CITY COUNCIL MEETING**

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ITEM NO. \_\_ Approve Resolution No. 2024 - 09 approving the appointment of West Central Nebraska Development District, Inc. (WCNDD) to act as Nuisance Officer for the City of McCook.

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**BACKGROUND:**

The West Central Nebraska Development District, Inc (WCNDD) requests the McCook City Council approve and sign the Nuisance Abatement Agreement for 2024, which outlines the fees and the section of the city that the Nuisance Abatement Officer for WCNDD will be responsible for in 2024.

City staff is requesting the City Council to approve Resolution 2024-09 which approves the appointment of WCNDD to act as Nuisance Officer for the City of McCook.

**APPROVALS:**

*Nate Schneider (Ed)*  
Nathan A. Schneider, City Manager

April 12, 2024

*Lea Ann Doak*  
Lea Ann Doak, City Clerk

April 12, 2024

*Tera Koetter*  
Tera Koetter, Assistant City Manager

April 12, 2024

**CITY OF McCOOK**  
**NUISANCE ABATEMENT AGREEMENT**  
**2024**

COMMUNITY: McCook, Nebraska  
CONSULTANT: West Central Nebraska Development District, Inc.  
FEE: \$21,785.00  
DISCOUNT: A 10% discount (maximum \$2,178.00) of the above designated fee will be applied to the last invoice for services in the event that video conferencing is utilized for this program. The City will be responsible for providing the necessary equipment and bandwidth capacity.  
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START DATE: Date document is executed by both parties.  
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City of McCook

West Central Nebraska Development District, Inc.

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

Linda Taylor– Mayor

Dated: April 15, 2024

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

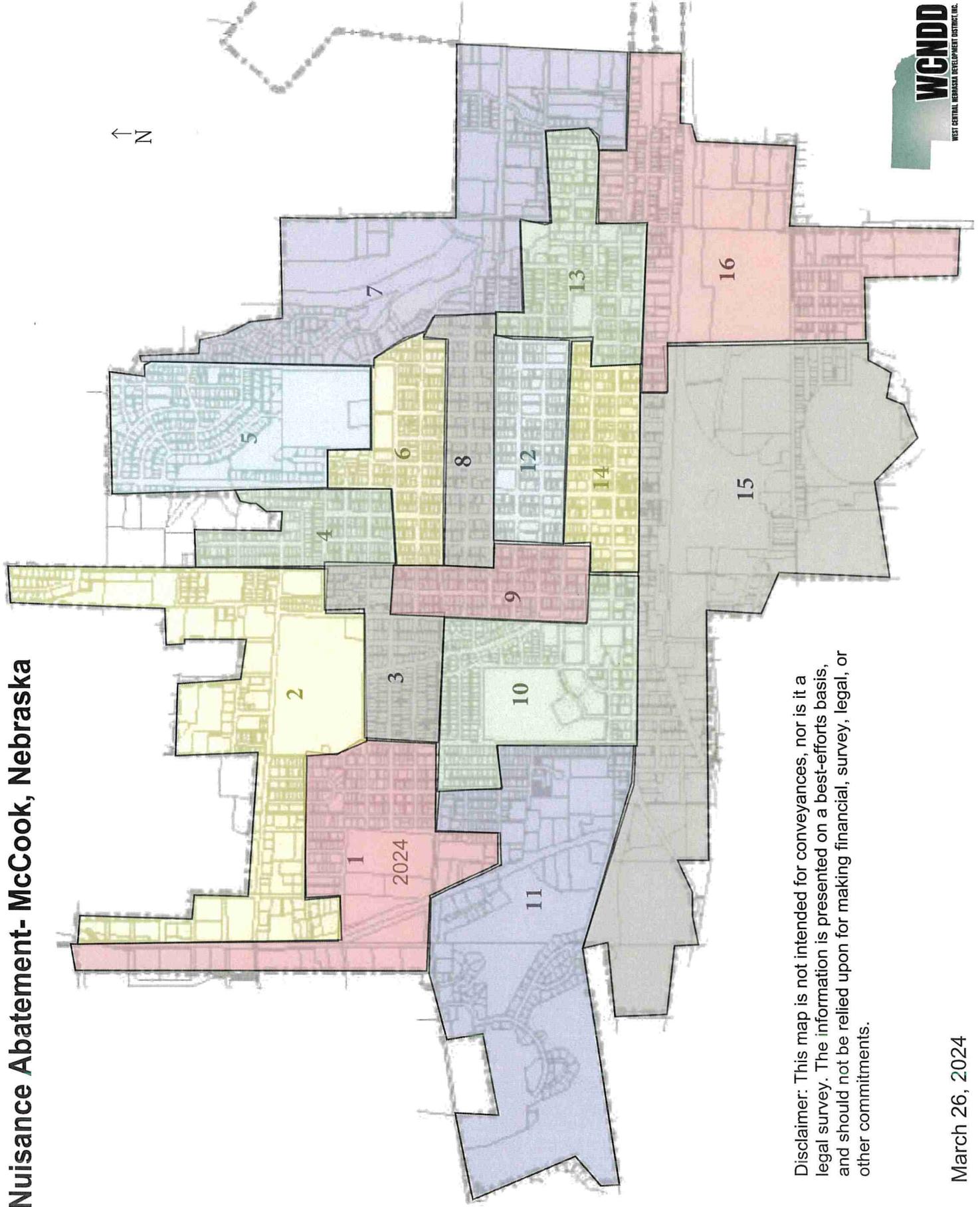
Edward Dunn - Board Chairman

Dated: April 17, 2024

Approved as to legal Form (if required):

Attorney of Record By: \_\_\_\_\_ Date \_\_\_\_\_

# Nuisance Abatement- McCook, Nebraska



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**RESOLUTION NO. 2024-09**

**NUISANCE OFFICER**

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WHEREAS, The City desires to appoint a Nuisance Officer pursuant to the City Code of Ordinances Chapter 95, Section 95.03(C).

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NOW THEREFORE BE IT RESOLVED that the City approves the appointment of WCNDD to act as Nuisance Officer for the City.

NOW THEREFORE BE IT FURTHER RESOLVED that the Mayor is authorized to sign this resolution, and that any ordinance or resolution in conflict with this Resolution is hereby revoked to any part in conflict herewith.

PASSED THIS 15<sup>TH</sup> DAY OF APRIL, 2024.

---

Linda Taylor, Ex-officio Mayor  
and Council President

Attested to:

---

Lea Ann Doak, City Clerk -Treasurer

**CITY MANAGER'S REPORT**  
**APRIL 15, 2024 CITY COUNCIL MEETING**

---

ITEM: 6.C.

**RECOMMENDATION:**

**Vote on Motion to Proceed with Filing a Complaint to Foreclose the Special Assessment on Original Town Addition, Block 10, Lot 4 (commonly referred to as 406 E. 1st Street).**

---

**BACKGROUND:**

Todd (now deceased) and Marie Baker are the owners of 406 E. 1<sup>st</sup> Street. The City received an Order of Default Judgment against the Bakers on July 7, 2020 which granted the City permission to demolish the structure on 406 E 1<sup>st</sup>. Subsequently, the City demolished the structure and assessed the cost for doing so against the property on August 18, 2022.

A municipality in Nebraska has the authority to levy special assessments against real estate within its jurisdiction. Neb. Rev. Stat. § 18-1216. If the owner of the property fails to comply with the notice to repair, rehabilitate, or demolish and remove a building or structure which is an unsafe building or structure and a public nuisance, the municipality may proceed with the work specified in the notice to the property owner. The cost of such work can be levied as a special assessment against the lot or real estate upon which the building or structure is located. This special assessment becomes a lien on the real estate and is collected in the manner provided for special assessments. *Main St Props. LLC v. City of Bellevue*, 309 Neb. 738 (2021). If the special assessments become delinquent and the real property against which they are assessed has not been offered at any tax sale, the municipality may proceed in the district court in the county in which the real estate is situated to foreclose in its own name upon the lien in the same manner and with like effect as a foreclosure of a real estate mortgage Neb. Rev. Stat. § 2-3254.06. However, if a tax sale certificate has been issued for such tract or if the special assessment being reapportioned is delinquent, no reapportionment of a special assessment can be done on a tract of land. Neb. Rev. Stat. § 19-2432.

In Nebraska, the process to foreclose a real estate mortgage involves several steps. Initially, the lienholder brings an action in the District Court to foreclose the real estate mortgage against the mortgagor. *Clark v. Hass*, 129 Neb. 112 (1935). The mortgagor retains the legal title and the right of possession, and the mortgage is merely a lien thereon. The mortgage must be foreclosed in the district court by a proceeding in equity. *Merrill v. Suing*, 66 Neb. 404 (1902).

After the foreclosure action is initiated, a stay of proceedings may be entered by stipulation. This stay can last for a period, such as one year. Following the stay, the land is sold under an order of sale. *Clark*, 129 Neb. 112. The order of sale is issued after a decree foreclosing a real estate mortgage is rendered. *Hoyt v. Little*, 55 Neb. 71 (1898). The sale must be conducted under such decree. *Merrill*, 66 Neb. 404.

Before the confirmation of the sale, the mortgagor may apply for a moratorium under relevant statutes. *Clark*, 129 Neb. 112. However, to stay the execution of a decree foreclosing a real estate mortgage, a request in writing must be filed with the clerk of the court within a certain period after the date of the rendition of such decree. *Hoyt*, 55 Neb. 71.

After the sale, the court must confirm it. *Merrill*, 66 Neb. 404. If the court, upon the return of any writ of execution, enters upon the record an order, the officer making the sale may retain the purchase money until the court has confirmed the sale. Neb. Rev. Stat. § 25-1531. The court may refuse to set aside a sale made under a decree foreclosing a real estate mortgage *Hoyt*, 55 Neb. 71.

Finally, the title is divested from the mortgagor and transferred to the purchaser when a deed is executed by the sheriff or other officer conducting the sale. *Merrill*, 66 Neb. 404. This completes the foreclosure process.

In Nebraska, the right of redemption from a sale of real estate for nonpayment of taxes or special assessments exists in favor of owners and persons interested in such real estate for a period of not less than two years from the sale thereof. Neb. Rev. Stat. § 77-1917.01. This provision applies to judicial sales as well as administrative sales.

**FISCAL IMPACT:** Attorney's fees will be incurred for foreclosing the tax lien. It is expected that attorney fees would be less than \$10,000.00. The City can bid the amount of its lien at the Sheriff's sale. If the City is the high bid, the City will be responsible for maintaining and insuring the property.

*prepared by*  
\_\_\_\_\_  
Nathaniel Mustion, City Attorney

April 10, 2024

Recorded August 19, 2022 09:00 AM

Inst. No. 2022-01315

Fees: \$ 16.00 Pages 2

*Janice*  
Register of Deeds, Red Willow County, NE

**CERTIFICATION**

I, Lea Ann Doak, duly appointed City Clerk of the City of McCook, Nebraska, do hereby certify that the foregoing and hereto attached contains a full, true and correct copy of:

1. City of McCook Resolution No. 2022-06 fixing assessments for demolition costs to abate nuisances on property owned by William Todd Baker, Heirs and/or anyone claiming an interest in said real estate; Legal Description - Original Town Addition, Block 10, Lot 4.

IN WITNESS WHEREOF, the undersigned has executed this certificate in her official capacity this 18<sup>th</sup> of August, 2022.

CITY OF MCCOOK, NEBRASKA

By: *Lea Ann Doak*  
Lea Ann Doak, City Clerk

(SEAL)

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

Subscribed and sworn to before me this 18<sup>th</sup> day of August, 2022.

*Tracy A. Burkey* Notary Public



**RESOLUTION NO. 2022-06**

A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 2022-04 AND FIXING ASSESSMENTS FOR DEMOLITION COSTS TO ABATE NUISANCES ON PROPERTY OWNED BY WILLIAM TODD BAKER, HEIRS AND/OR ANYONE CLAIMING AN INTEREST IN SAID REAL ESTATE.

WHEREAS, on July 18, 2022, the McCook City Council adopted Resolution No. 2022-04 assessing the cost of the nuisance abatement on property owned by William Todd Baker, heirs and/or anyone claiming an interest in said real estate.

WHEREAS, a typographic error has been identified in the Legal Description contained in Resolution No. 2022-04.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of McCook hereby repeals Resolution No. 2022-04, a Resolution of the City Council of the City of McCook fixing the assessments for demolition costs to abate nuisances on a tract of land owned by William Todd Baker, heirs and/or anyone claiming an interest in said real estate.

AND BE IT FURTHER RESOLVED:

SECTION 1. The following lots and parcels of real estate are found to have been specially benefitted in the amount set out for demolition to abate nuisances. Pursuant to Section 95.03 of the City of McCook Code of Ordinances, it is hereby ordered that a special tax assessment be levied this date on the tracts of real estate set out below in the amounts set out for the demolition charges:

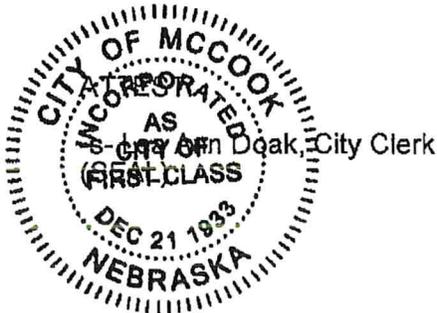
<u>OWNER OF RECORD</u>	<u>LEGAL DESCRIPTION</u>	<u>ASSESSMENT AMOUNT</u>
William Todd Baker, heirs and/or anyone claiming an interest in said real estate 1502 West Fairacres Drive McCook NE 69001	Original Town Addition Block 10, Lot 4	\$27,742.58

SECTION 2. That such assessments shall be a lien on the property on which it is levied from the date of levy; becomes due and payable upon the date of levy; and when so paid, the lot, piece or parcel of ground against which it was assessed shall be released from the lien or charge of such levy.

SECTION 3. That the City Clerk of said City of McCook, Red Willow County, Nebraska shall furnish to the County Treasurer of said county a copy of this resolution and shall record with the County Clerk of said county, a certified copy thereof.

PASSED AND APPROVED THIS 15<sup>th</sup> day of August, 2022.

-s- Michael Gonzales, Mayor



**CITY MANAGER'S REPORT  
APRIL 15, 2024 CITY COUNCIL MEETING**

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**ITEM:**        6.D.

Approve upon its third and final reading, Ordinance No. 2024-3076 providing for the amendment of Chapter 38: Appendix E, Water Department Rates and Fees.

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**BACKGROUND:**

Please refer to the attached City Manager's Report prepared for the March 18, 2024 City Council meeting.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

April 10, 2024

**CITY MANAGER'S REPORT  
MARCH 18, 2024 CITY COUNCIL MEETING**

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**ITEM: 3.A.**

**RECOMMENDATION:**

Introduce on first reading, Ordinance No. 2024-3076 providing for the amendment to chapter 38: Appendix E. setting the rate to be charged for water by the McCook Water Department.

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**BACKGROUND:**

Based on data from the 2023 Water Enterprise Fund Cashflow Model, as prepared by Public Financial Management (PFM), City staff is recommending that the current water rate be increased by 8.5 %. The rate increase provides funds to cover inflation, staff wages, equipment, and prepare for future capital improvements. The current rates have been in place since May 2023.

The proposed adjustment would see the ready-to-serve fee increase from \$21.15 to **\$22.95/month** (+\$1.80). The price per 100 cubic feet (748 gallons) will also increase. The first 5,000 cubic feet will go from \$2.15 to **\$2.34** per 100 cubic feet (+18.5 cents). Usage above 5,000 cubic feet will go from \$1.59 to **\$1.734** per 100 cubic feet (+13.5 cents).

The PFM recommendation of an annual inflationary increase is to avoid larger increases in future stabilization of rate increases.

PFM's model uses annual water production of 70,000,000 cubic feet of water sales. This is a fair estimate based on conservation and annual averages.

**FISCAL IMPACT:**

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**APPROVALS:**

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

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Pat Fawver, Utilities Director

3/12/2024  
\_\_\_\_\_  
Date

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

3-12-24  
\_\_\_\_\_  
Date

ORDINANCE NO. 2024-3076

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E, WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2023-3064 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees; Section A - Water Rates, of the City of McCook Code of Ordinances, shall be and is hereby amended to read as follows:

A. Water Rates. The following rates for water have been set by the City Council in accordance with the provisions of Section 52.01 of this Code.

1. CUSTOMERS WITHIN THE CITY. The rates for water used by customers within the City shall be as follows:

(A) 2.340 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used;

(B) 1.734 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet.

In addition to the above, a ready-to-serve fee of twenty-two and 95/100 dollars (\$22.95) per month shall be charged to each customer.

2. CUSTOMERS OUTSIDE THE CITY. The amount to be charged for water used by customers outside the city boundaries shall be computed by taking the water consumption of the customer times the rates fixed in division (A)(1) above, plus additional charges as specified therein, and multiplying the final sum times the factor of one and one-half to get the total charge to be billed the customer.

3. BULK WATER. The rate for bulk water purchases shall be \$5.00 per one thousand (1,000) gallons.

4. FIRE HYDRANT METER. Fire hydrant meter rent shall be \$50.00 per week, plus water usage charged at the rate for bulk water. The deposit required for a fire hydrant meter is set at \$1,000.00.

SECTION 2. Ordinance No. 2023-3064 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed and abrogated.

SECTION 3. This ordinance shall take effect with the bills dated June 1, 2024 and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

-s- Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT  
APRIL 15, 2024 CITY COUNCIL MEETING**

---

**ITEM:**        6.E.

Approve upon its third and final reading, Ordinance No. 2024-3077 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.

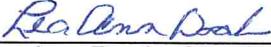
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**BACKGROUND:**

Please refer to the attached City Manager's Report prepared for the March 18, 2024 City Council meeting.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

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

April 10, 2024

**CITY MANAGER'S REPORT**  
**MARCH 18, 2024 CITY COUNCIL MEETING**

---

**ITEM:**

**RECOMMENDATION:**

Introduce on first reading Ordinance No. 2024-3077 providing for the amendment to chapter 38: Appendix D. setting the rate to be charged for sewer by the McCook Wastewater Department.

---

**BACKGROUND:**

Based on the Sewer Enterprise Fund Cashflow Model prepared by Public Financial Management (PFM), City Staff is recommending that the current sewer rate be increased by 7.5%. The rate increase provides the funds to cover inflation, pay for major capital projects and maintain a healthy budget.

The proposed increase would see the base fee for residential customers go from \$18.59 to **\$19.98** per month (+\$1.39). The commercial base fee will go from \$27.08 to **\$29.11** per month (+\$2.03). Both residential and commercial monthly base fees include 333 cubic feet of usage. The fee for usage above 333 cubic feet (2,490 gallons) would also increase by 7.5% from the current \$4.014 per 100 cubic feet (748 gallons) to **\$4.315** per 100 cubic feet of usage (+30.1 CENTS).

Using the PFM model as the guide, a 7.5% increase will generate additional revenue for future years and prepare the Wastewater Department for large capital expenditures.

**FISCAL IMPACT:**

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**APPROVALS:**

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

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Pat Fawver, Utilities Director

\_\_\_\_\_  
3/12/2024  
Date

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

\_\_\_\_\_  
3-12-24  
Date

ORDINANCE NO. 2024-3077

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2023-3065 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix D, Sewer Department Rates and Fees; shall be amended to read as follows:

- A. Sewer connection permit. The fee required for the obtaining of a sewer connection permit as required by § 51.020 is hereby set at \$500.
- B. Sewer connection fees. The fees required by § 51.022 pertaining to sewer connections are hereby set as follows:
  1. Where connection to an existing sewer main is requested, a sewer connection fee of \$150 will be required.
  2. In certain cases, where a larger than normal service connection is required, a fee will be charged to the applicant based on labor and material charges involved in installing the sewer connection.
  3. All fees required by this section are due and payable in advance of the inspection or sewer connection.
- C. Private sewage disposal permit. The fee required by § 51.055 pertaining to private sewage disposal permits is hereby set at \$10.
- D. Sewer Use Charges.
  1. Residential. The residential sewer use charges provided for in Section 51.072 are as follows:

Minimum Charges of \$19.98 per month based on the first 333 cubic feet of water usage.

Residential Rate - \$4.315 per 100 cubic feet for everything over 333 cubic feet water usage.
  2. Commercial. The commercial sewer use charges provided for in Section 51.072 are as follows:

Minimum Charge of \$29.11 per month based on the first 333 cubic feet of water usage.

Commercial Rate - \$4.315 per 100 cubic feet for everything over 333 cubic feet water usage.

3. Sewage Disposal at the Treatment Plant. All sewage that is transported by truck or any vehicle to the plant for disposal will be assessed a fee of \$0.10 per gallon during regular business hours. Non-business hours will be assessed an additional \$35.00 per load.

SECTION 2. Ordinance No. 2023-3065 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. This ordinance shall take effect with the bills dated June 1, 2024 and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

-s- Lea Ann Doak, City Clerk