

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, February 17, 2025
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Barry Johnson, Assembly of God Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.

2. Public Hearings.

A. Public Hearing - Request for a special exception by Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at 806 1/2 East 7th Street, legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seventenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial Addition to the City of McCook, Red Willow County, Nebraska.

1. Adjourn the Public Hearing.

B. Approve the application for a special exception by Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at 806 1/2 East 7th Street, legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seventenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley memorial Addition to the City of McCook, Red Willow County, Nebraska. Nebraska, finding Special Exception considerations A-I are satisfied.

C. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review committee regarding meeting held February 10, 2025.

1. Adjourn the Public Hearing.

D. Accept the minutes of the October 28, 2024 Economic Development Plan Citizen's Advisory Review Committee meeting.

3. Consent Agenda.

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

- A. Approve the minutes of the February 3, 2025 regular City Council meeting.
- B. Forward to the City's insurance carrier for review and appropriate action a property damage claim from Terri Gray.
- C. Approve the application for a Special Designated Liquor License (SDL) submitted by C & B Herrick, dba Yellow Rose, Liquor License #K-115381 for the MPCC Fundraiser Rodeo to be held at the Red Willow County Fairgrounds Kiplinger Arena, 1412 West 5th Street, on March 7 and 8, 2025 from 6:00 P.M. to 1:00 A.M. both days.
- D. Receive and file the claims for the month of January 2025, published February 11, 2025.
- E. Acknowledge and certify the completion of construction for the McCook Aquatic Park and authorize city personnel to execute any and all documents to that end.
- F. Award the bid for the 2025 Crack Sealing Project to Shelco Construction of Elsie, Nebraska in the amount of \$64,350.00, that being the lowest best bid.
- G. Receive and file an Interlocal Cooperation Agreement between Red Willow County and the City of McCook for temporary law enforcement services.
- H. Authorize the City Attorney for the City of McCook to commence litigation against Robert L. Wallace, owner of a nuisance property located at 807 West 1st Street, enjoining the maintenance of the nuisance property, ordering the owners to abate the nuisance, and in the absence of action by the owners permitting the City of McCook to abate the nuisance or demolish the structure.
- I. Approve the Consultant Agreement between the City of McCook and W Design and Associates for Airport Improvement Project Number 3-31-0052-20/21 which includes the construction of a new 100LL and Jet A Self Service Fuel Facility for McCook Ben Nelson Regional airport and authorize the Mayor to sign.
- J. Accept the minutes of the February 10, 2025 Planning Commission meeting.

4. Regular Agenda.

- A. Update regarding the sports complex project.
- B. Continued discussion regarding the user fees for the McCook Aquatic Park for the Summer of 2025.
- C. Ordinance No. 2025-3095 amending the City of McCook Code of Ordinances, Title IX, Chapter 91 - "Fire Prevention; Fireworks; Poisonous or Flammable Gas; Explosives", Section 91.37 - Prerequisites and Qualifications for Issuance of Sales Permit and Section 91.43 - Discharge of Fireworks Generally.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2025-3095 upon its third and final reading.
 - 3. Chairperson declaration after vote and passage, if approved.
- D. Discussion regarding property located at 1107 West 4th Street.

- E. Accept a check from the Public Alliance for Community Energy (ACE) in the amount of \$20,932 and receive and file a presentation from Gene Weedon regarding an ACE update.
- F. Council Comments.
- 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 pending 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.

Adjournment.

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 MCCOOK CITY COUNCIL MEETING**

2.A.

ITEM: ___ Public Hearing - Request for a special exception by Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at 806 1/2 East 7th Street, legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial Addition to the City of McCook, Red Willow County, Nebraska.

2.B.

ITEM: ___ Approve the special exception application by, Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at 806 1/2 East 7th Street, legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial Addition to the City of McCook, Red Willow County, Nebraska finding that Special Exception considerations A - I are satisfied.

BACKGROUND:

The City of McCook has received a special exception request from Amanda and Dustin Trew. Specifically, the applicants have requested that the property located at 806 1/2 East 7th Street 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 single-family structure. Mr. and Mrs. Trew's property is part of a larger condominium style structure, making the property unique to a degree.

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 in a relatively lightly traveled portion of McCook and a special exception designation should not impact traffic significantly. Additionally, there is adequate off-street parking on the lot to accommodate licensees due to the fact that there is sufficient off street parking for 5 vehicles. The residential structure's footprint will remain the same. Also, staff believes the request generally complies with the City of McCook's Comprehensive Plan.

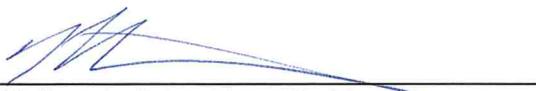
At the February 10th McCook Planning Commission meeting, the Planning Commission voted unanimously to recommend approval of the Trew's special exception request to the City Council.

APPROVALS:



Lea Ann Doak, City Clerk

February 10, 2025



Nathan A. Schneider, City Manager

February 10, 2025

EXHIBIT - # 1

PAGE(S) - 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 February 10, 2025, at 5:15 P.M. and by the McCook City Council on February 17, 2025, 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 806½ East 7th Street; Condominium D, S 35' Lot 7 and N 1.7' of vacated alley between Lots 7, 8, and 9, John E. Kelley Memorial Addition to the City of McCook, Red Willow County, Nebraska. Land Owner, Dustin and Amanda Trew. 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: January 31, 2025.

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: 806½ East 7th Street

LEGAL DESCRIPTION: Condominium D, S 35' of Lot 7 and N 1.7' of vacated alley between Lots 7, 8, and 9, John E. Kelley Memorial Addition to the City of McCook, Red Willow County, Nebraska.

LAND OWNER: Dustin and Amanda Trew

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

FEBRUARY 10, 2025 - 5:15 P.M.
MCCOOK PLANNING COMMISSION
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

FEBRUARY 17, 2025 - 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: January 31, 2025
Post: January 31, 2025
Mail: January 31, 2025

EXHIBIT - #3

PAGE(S) - 1

OWNERSHIP LIST FOR MAILING:

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

Red Willow Co. School Dist. #17
700 West 7th 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

David Baker
607 E I Street
McCook, NE 69001

Douglas and Barbara Hiatt
903 East 6th
McCook, NE 69001

Thomas and Regina Burns
901 East 6th Street
McCook, NE 69001

Christopher and Beth Anderson
904 East 7th
McCook, NE 69001

Andrew and Christin Gross
902 East 7th
McCook, NE 69001

Mid-Plains Community College
601 W State Farm Road
North Platte, NE 69101

Richard and Julie Metcalf
PO Box 1023
McCook, NE 69001

Roland and Marilyn Anderjaska
811 East 7th
McCook, NE 69001

Pamela Wagner
PO Box 203
McCook, NE 69001

Mildred Weskamp
805 East 7th Street
McCook, NE 69001

Vicki Wacker
803 East 7th
McCook, NE 69001

Evan and Jane Geilenkirchen
805 East H
McCook, NE 69001

Kirk Messinger, Inc.
70307 Road 389
McCook, NE 69001

Devin and Haley Rambali
802 East H Street
McCook, NE 69001

McCook Church of Christ
710 East 7th Street
McCook, NE 69001

Melissa Markee
709 East 6th Street
McCook, NE 69001

Donald and Marilyn Remington
39325 State Hwy 89
Danbury, NE 69026

Sean and Ashton McCoy
707 East 6th
McCook, NE 69001

Megan Musgrave
304 East 5th Street
McCook, NE 69001

Teresa Purvis
710 East 6th Street
McCook, NE 69001

Margaret Cary
712 East 6th Street
McCook, NE 69001

Gene and Diane Purvis
802 East 6th Street
McCook, NE 69001

Paul and Randi Warneke
2221 2nd Ave.
Nebraska City, NE 68410

Vickie Blaisdell
PO Box 343
McCook, NE 69001

S & S Associates, LLC
c/o Lonnie Saltz
4505 W Davey Road
Raymond, NE 68428

James and Anita Lytle
803 East 6th Street
McCook, NE 69001

Alanna O'Byrne
112 West C Street
McCook, NE 69001

Patricia Marsh
1600 Broadway Ste 1050
Denver, CO 80202

Janine Hall
804 East 7th
McCook, NE 69001

Amy Scheil
804 East 6th
McCook, NE 69001

Matthew Esch
806 East 6th Street
McCook, NE 69001

Joe Warneke
810 East 6th
McCook, NE 69001

G8 Realty, LLC
c/o Travis & Kelli Zwickle
39132 Road 712
McCook, NE 69001

Kevin Lauer
805 East 6th Street
McCook, NE 69001

Michael Beiber
801 East 6th
McCook, NE 69001

Baleigh Abbott
810 East 7th
McCook, NE 69001

Mary Haller
804 ½ East 7th Street
McCook, NE 69001

Rodney and Ginny Volberding
711 East H Street
McCook, NE 69001



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: Vacation Rental @ 806 1/2 E 7th McCook

Description of Project: Single family Condo

Project sponsor or developer:

Name: Amanda & Dustin Trew

Address: 1124 Flint Ave Colby KS 67701

Phone number: 785-443-5558 or 785-443-5484

Fax number: 784-460-4361

E-mail Address: ourways2@yahoo.com

Land owner or owners:

Name: SAA

Address: _____

Phone number: _____

Fax number: _____

E-Mail Address: _____



Authorization of the land use action by land owner:

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

Amanda Trew

Printed Name:

Amanda Trew

Signature:

1-14-25

Date:

Dustin Trew

Printed Name:

Dustin Trew

Signature:

Address and physical location of the Proposed Land Use Action: 806 1/2 E 7th
MCCOOK NE 69001

Property Description (Of the parent parcel for subdivisions): Single family
Condo

Required Information:

See Attached sheets for required information for:

- Subdivisions
- Zone Changes and special exceptions
- Planned developments

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

Fee, complete application, and required attachments accepted by:

↓

Printed name

Signature

Date

REQUIRED ATTACHMENTS:

For Zone Changes and Special Exceptions:

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

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

~~_____~~
~~_____~~
~~_____~~

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

vacation rental exception

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

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

*off street parking for 5 vehicles
front & back door for ingress & egress for condos*

(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;

off street parking for 5 vehicles

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

dumpster out back in alley

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

All utilities avail. to property

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

Privacy fenced in back yard

(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;

None

(G) required yards and other open space; fenced in backyard

(H) general compatibility with adjacent properties and other properties in the district; Conforms to other housing in neighborhood

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

— Explain how the project complies with the Comprehensive Plan: located in an established neighborhood, that complies with the current Comp. Plan



001281100

001281000

001281400



January 14, 2025 20:35 PM

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.

- Municipalities
- Parcels
- Sections
- Townships

Red Willow County, NE

Summary



Parcel Number 001281000
Property Address 806 1/2 EAST 7TH STREET
City MCCOOK
State NE
Zip 69001
Legal JOHN E KELLEY MEMORIAL ADDITION MCCOOK BLK 1
CONDOMINIUM D S 35' LOT 7 & N 1.7' OF THE VAC ALLEY
BETWEEN LOTS 7, 8, 9
Acres 0
Section 0
Township 3
Range 29
Tax District 80
Neighborhood 1505 - 1505 MCCOOK

Owners

TREW/DUSTIN & AMANDA
806 1/2 E 7TH ST
MCCOOK, NE 69001-3340

Sales

Sale Date	Sale Price	Grantee	Seller Name	Book / Page
8/22/2022	\$148,000	TREW/DUSTIN & AMANDA	HUNTER/GERRY	2022 / 01328
11/22/2017	\$89,000	HUNTER/GERRY	GRANT/MARSHALL D & E JEAN	2017 / 01849

Recent Sales in Area

Sale date range:

From: 01/29/2015 To: 01/29/2025

Sales by Neighborhood

Distance: 1500 Feet Sales by Distance

Dwelling/Building

Actual Year Built 1974
Building Sq ft 1,728
Ground Floor Sq ft 1,008
Quality Average
Total Baths 2
Bath Fixtures 9
Exterior Walls 100%
Roof Cover
HVAC 100%
Improvement Description
Building Class Code

Other Improvements

Description	Extended Description	Year	Dimensions	Units
OSP	Open Slab Porch	0	10 x 6	60
OPS	Open Porch Steps	0	6 x 5	30
S1FP	Single 1-Story Fireplace	0	0 x 0	1
	Detached Garage(SF)	0	24 x 24	576

Land

Frontage	Depth1	Depth2	Square Feet	Description
37	140	140	5,180	5180 S.F.

Valuation

Assessed Year	2024	2023	2022	2021	2020
Dwelling/Building	\$135,949.00	\$135,949.00	\$108,749.00	\$94,564.00	\$94,564.00
Other Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Land	\$6,475.00	\$6,475.00	\$3,626.00	\$3,626.00	\$3,626.00
Total	\$142,424.00	\$142,424.00	\$112,375.00	\$98,190.00	\$98,190.00

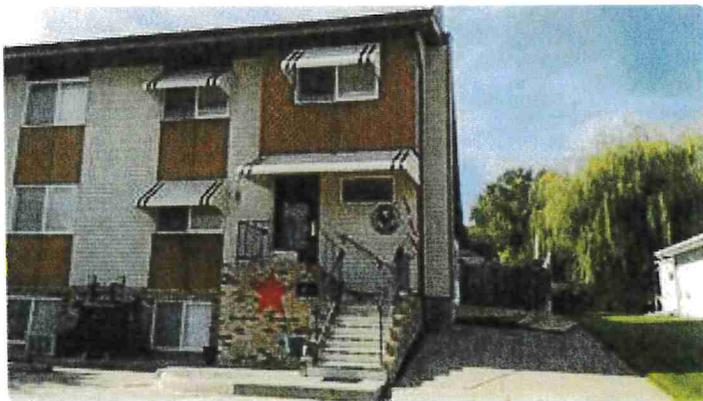
Tax History

Tax Year	2024	2023	2022	2021	2020
Value	\$142,424.00	\$142,424.00	\$112,375.00	\$98,190.00	\$98,190.00
Tax	\$2,390.96	\$2,503.38	\$2,083.98	\$1,894.68	\$1,888.00
Exemption	\$171.00	\$159.00	\$120.00	\$106.00	\$100.00
Net Tax	\$1,845.40	\$2,344.86	\$1,964.20	\$1,789.08	\$1,787.64

Tax Levy

Description	Rate
ED UNIT #15	0.014708
NATURAL RESOURCE	0.032429
MID-PLAINS GEN/CAP IMP	0.074626
S.D. #17 BOND	0.055287
CITY OF MCCOOK GEN	0.340814
HIGH PLAINS HISTORICAL	0.003
COUNTY	0.290468
S.D. #17 GEN/SPEC BLD	0.946358

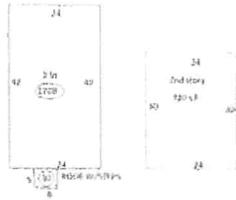
Photos



Other Images



Sketches



No data available for the following modules: Outbuildings, Property Record Card(s), Sketches.

The public information contained herein is furnished as a public service by Red Willow County. The map, all associated data, and measurements are approximate and not to be used for any official purpose. Red Willow County makes no warranties, either expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the information for any other particular use. Furthermore, Red Willow County assumes no liability associated with the use or misuse of said information.

[| User Privacy Policy](#) | [GDPR Privacy Notice](#)

Last Data Upload: 1/28/2025, 8:45:16 PM

[Contact Us](#)

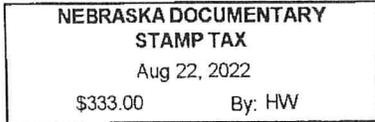
Developed by
 **SCHNEIDER**
GEOSPATIAL

Recorded August 22, 2022 02:10 PM

Inst. No. 2022-01328

Fees: \$ 16.00, Pages 2

Jan Vee
Register of Deeds, Red Willow County, NE



AFTER RECORDING RETURN TO:

McCook Abstract Company
318 Norris Avenue
McCook, NE 69001

WARRANTY DEED

Gerry L. Hunter, a single person, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, Dustin Trew and Amanda Trew, husband and wife, as joint tenants and not as tenants in common, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

The South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial Addition to the City of McCook, Red Willow County, Nebraska.

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

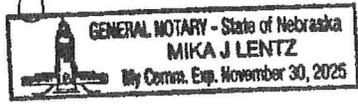
1. is lawfully seized of such real estate and that it is free from encumbrances, EXCEPT subject to easements, reservations, and restrictions of record;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: August 11, 2022

Gerry L. Hunter
Gerry L. Hunter

STATE OF Nebraska)
COUNTY OF Red Willow)

The foregoing instrument was acknowledged before me this 11th day of August, 2022 by Gerry L. Hunter, a single person.



Mika Lentz
Notary Public

My Commission Expires: November 30, 2025

File No. M016893-

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.¹ All other uses and structures, including a Shouse, 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.¹ 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/Acces.
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 nd side of interior lots. (2) (3)	15'	35' / 25'
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 nd side of interior lots. (2) (3)	15'	35' / 25'
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 nd side of interior lots. (2) (3)	15'	45' / 25'
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 nd side of interior lots. (2) (3)	15'	45' / 25'
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 nd side of interior lots. (2) (3)	15'	35' / 25'

¹Revised September 16, 2024 - Ordinance No. 2024-3090

- (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
Regular Meeting
February 10, 2025
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 Lyons; Commissioners Bradley, Davidson, McDowell, Mockry, Vosburg, Currier.

Absent: Vice Chair Hilker, Commissioners Friehe, Stevens.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on February 6, 2025, 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 Lyons announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review.

1. Approve the minutes of the October 14, 2024 regular Planning Commission meeting.

Motion to approve the minutes of the October 14, 2024 regular Planning Commission meeting. This motion, made by Lyons and seconded by McDowell, passed.

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

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at 806 ½ East 7th Street; legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial 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 Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM)

- property located at 806 ½ East 7th Street; legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial First Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Lyons and seconded by Vosburg, passed.

Bradley: YEA, Currier: YEA, Davidson: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, 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 February 10, 2025 Planning Commission meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing mailed and posted (1 page); Exhibit #4 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #5 - Land Use Action Request Form and attachments (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.

Amanda Trew, applicant, was present to address questions from the Commission.

Discussion included fencing on the back side of the property, how many garages were provided, the request does not change the neighborhood and that it would be compatible with area uses.

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

Bradley: YEA, Currier: YEA, Davidson: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, 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 Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at 806 1/2 East 7th Street; legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial 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, all found that Considerations A - I have been made.

Motion to recommend approval to the City Council the application for a special exception by Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Medium Density

Residential District (RM) - property located at 806 1/2 East 7th Street; legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial First Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied. This motion, made by Chad Lyons and seconded by Vosburg, passed.

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

City Manager Schneider informed the Commission that a meeting of the Comprehensive Plan and Zoning Regulations Review Committee has been scheduled for February 27, 2025 at 6:00 P.M. in the upstairs training room and that there will be a Planning Commission meeting on March 10, 2025.

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 5:30 P.M.

Lea Ann Doak, City Clerk-Treasurer
Recording Secretary

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 CITY COUNCIL MEETING**

ITEM: 2.C. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review committee regarding meeting held February 10, 2025.

ITEM: 2.D. Accept the minutes of the October 28, 2024 Economic Development Plan Citizen's Advisory Review Committee meeting.

BACKGROUND:

Quarter Economic Development Plan Citizen's Advisory Review Committee meetings were held on February 10, 2025 and October 28, 2024. Per the City's Plan, a public hearing will be held to discuss the contents of the meetings.

FISCAL

IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

February 13, 2025



Tera Koetter, Assistant City Manager

February 13, 2025



Nathan A. Schneider, City Manager

February 13, 2025

EXHIBIT - # 1

PAGE(S) - 1

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mayor and City Council of McCook, Nebraska will hold a public hearing on February 17, 2025 at 5:30 p.m. in the City Council Chambers of the McCook Municipal Center concerning the findings and suggestions of the LB840 Citizens Advisory Committee regarding the functions and progress of the economic development program for the City of McCook. Individuals requiring physical or sensory accommodations including interpreter services, braille, large print, or recorded materials, please contact the City Clerk at 308-345-2022.

-s- Lea Ann Doak,
City Clerk-Treasurer

Publish: February 14, 2025

EXHIBIT - # 2

PAGE(S) - 1

AGENDA

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

QUARTERLY MEETING

MONDAY, FEBRUARY 10, 2025

12:00 P.M.

HERITAGE SENIOR CENTER CONFERENCE ROOM

CALL TO ORDER

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

- ITEM NO. 1** Review and approve minutes of the October 28, 2024 meeting.
- ITEM NO. 2** Review McCook LB840 Economic Development Program Quarterly Reports.
- ITEM NO. 3** Update of LB840 Program Balances.
- ITEM NO. 4** MEDC Director's Report
- ITEM NO. 5** Open Discussion
- ITEM NO. 6** Next meeting date: April 28, 2025
- ITEM NO. 7** Adjournment

EXHIBIT - # 3

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

Program Year 10/01/24 - 9/30/25

Q4 - 12/31/2024

	Beginning Cash on Hand	YTD Receipts	YTD Expenditures	Ending Balance	Program Total
Loan & Grant Program	\$ 1,030,292.54	\$ 76,344.19	\$ (261,930.78)	\$ 844,705.95	
Loan Repayments	\$	\$ 17,953.16		\$ 17,953.16	
Legal			\$ (504.50)	\$ (504.50)	
Publishing		\$			
Miscellaneous					
Interest					
TOTAL	\$	\$ 5,272.48		\$ 5,272.48	\$ 867,427.09

Ending Balance \$ 867,427.09

MEDC Administration \$ - \$ 38,049.00 \$ 38,049.00 \$ -

McCook Growth Fund (LB840) AVAILABLE FUNDS

Program Year 10/01/24-09/30/2025

Q4 - Balances as 12/31/2024

	Program Balance	Reserved Funds	Available
Loan, Grants and Projects	\$ 867,427.09		
Retail Coach		\$32,500.00	
North Pointe Term Loan Interest (estimate)		\$25,500.00	
Business Park Phase II loan (2025 interest due and engineering fees) (estimate)		\$70,000.00	
MEDC North Pointe HOA Legal Expenses		\$2,000.00	
2025 RWH Grant Application Match		\$150,000.00	
Early Childhood Education			
New Provider Scholarship/Startup Funds/Infant Incentives		\$26,656.00	
Early Childhood Donation YMCA*		\$100,000.00	
Total Reserved and Committed		<u>\$406,656.00</u>	
Total Funds Available			<u><u>\$ 460,771.09</u></u>

This will be paid over 5 year @ \$20,000 per year

Current Loans	Loan Amount (a)	Late Payment Fees (b)	Interest Rate	Loan Term (Years)	Date Loan Made	Interest Earned (c)	Payments Made (d)	Loan Balance Remaining (a+b+c-d)	Loan Status
City of McCook (Walter's Land Purchase)	\$ 250,000.00		0%		10/1/2024	\$ -	\$ -	\$ 250,000.00	Current
MEDC North Pointe Phase II	\$ 240,341.37		0%		7/23/2024	\$ -	\$ -	\$ 240,341.37	Current
HOKYL, LLC (Purchased Bee Little)	\$ 100,000.00		4%	5	4/1/2024	\$ 3,075.76	\$ 9,126.00	\$ 93,949.76	Current
Hot Tub Brokers	\$ 100,000.00		2%	10	12/13/2021	\$ 5,127.99	\$ 33,104.16	\$ 72,023.83	Current
Early Morning Cackle, LLC	\$ 55,700.00	\$ 240.00	3%	10	3/19/2020	\$ 6,266.32	\$ 30,491.81	\$ 31,714.51	Current
Straight Align, LLC	\$ 50,000.00		3%	10	10/1/2019	\$ 6,035.82	\$ 30,415.40	\$ 25,619.42	Current
American Agricultural Laboratory	\$ 75,000.00		2%	10	2/5/2017	\$7,443.84	\$ 65,559.58	\$ 16,884.26	Current
MEDC North Pointe Phase I TIF Bond	\$ 208,000.00		0%	22	4/2/2015	\$0.00	\$ 207,264.78	\$ 735.22	Current
Clary Village Equity (Non-Recourse Loan - to be paid from residual cash flow)	\$ 120,000.00		4%	15	3/16/2015	\$48,686.50	\$ 47,304.65	\$ 121,381.85	Current*
MEDC Clary Village TIF	\$ 178,622.92		0%	17	3/16/2015	\$0.00	\$ 108,444.46	\$ 70,178.46	Current
East Ward Village (Non-Recourse Loan - to be paid from residual cash flow)	\$ 105,000.00		2%	15	7/11/2012	\$16,129.71	\$ 90,105.58	\$ 31,023.13	Current
Totals	\$ 1,482,664.29	\$ 240.00				\$92,765.94	\$621,818.42	\$ 953,851.81	

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

usage, helps maintain property values, and ensures proper care and maintenance of subdivision drainage for the North Pointe Addition so as not to impact surrounding properties negatively.

2024 Rural Workforce Housing Grant Match **2024/2025** **\$150,000.00**

The Nebraska Department of Economic Development (DED) provided another funding cycle for the 2024 Rural Workforce Housing (RWFH) grant program where they were offering a 0.25:1 match for communicates to utilize towards housing projects. The MEDC has plans to continue to apply for these housing funds for additional housing projects in the community. If awarded the grant, the DED would provide \$600,000 in housing funds to total \$750,000 to the community.

Early Childhood / MEDC Infant Incentive Program **2024/2025** **\$26,656.00**

The MEDC Board of Directors remains committed to supporting early childcare and education in our community. Our funding continues to provide resources for the Infant Program as well as Startup and Expansion initiatives, with the goal of sustaining and enhancing the efforts of local early childcare providers and centers.

Early Childhood/Youth Development Center Donation to YMCA Proj. **2025-2029** **\$100,000.00**

The MEDC demonstrates its commitment to early childcare in McCook through initiatives that support our community providers. These programs are essential in aiding families and fostering workforce development, ensuring our youngest residents receive exceptional care and education. The board has furthered its support by committing \$100,000 over 5 years (\$20,000 annually) to the YMCA's renovation and expansion project. This funding will specifically benefit the Early Childhood/Youth Development Center, enhancing programming, activities, child watch services, and more.

LB 840 Expenses in the 1st Quarter

Loan, Grant, and Program Fund

Loan to the City of McCook **2024** **\$250,000.00**

The McCook Economic Development Corporation (MEDC) Board of Directors approved a LB840 loan of \$250,000.00 to the City of McCook. This was to assist with the purchase and acquisition of approximately 130 acres north of Q Street. This acquisition is pivotal for McCook's future growth and expansion, offering diverse benefits to residents. The property will feature a new recreational complex and provide opportunities for housing, retail/commercial development, as well as walking, biking, and hiking trails. It will also include additional green spaces for community enjoyment.

North Pointe Redevelopment – Attorney Fees **2024** **\$504.50**

The North Pointe housing development is making exciting progress, with the initial five spec homes nearing the final stages of construction. One home is already sold, highlighting the strong interest in this new neighborhood. As the weather warms up, plans are in place to ramp up promotion and marketing efforts to attract more buyers to these high-quality homes and available lots. Interest in the development remains strong, with ongoing inquiries from individuals eager to learn more about the homes and lots for sale. This project is a key step forward in addressing housing needs and fostering growth in our community.

MILCO – Environmental Studies – Business Park Ph. II	2024	\$10,730.78
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This past summer, comprehensive environmental studies were completed as part of the Phase II redevelopment and expansion of the McCook Business Park. These studies were conducted as part of our due diligence process to ensure the site is ready for future development. The reports generated from these studies provide valuable information for interested companies considering locating at the park. By proactively completing these assessments, we are streamlining the decision-making process for potential tenants and demonstrating our commitment to creating a development-ready environment.

Early Childhood / MEDC Infant Incentive Program	2024/2025	\$1,200.00
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The MEDC Board of Directors remains committed to supporting early childcare and education in our community. Our funding continues to provide resources for the Infant Program as well as Startup and Expansion initiatives, with the goal of sustaining and enhancing the efforts of local early childcare providers and centers.

Other Expenses

Program Administration and Operations	10/16/2024	\$12,683.00
Program Administration and Operations	11/20/2024	\$12,683.00
Program Administration and Operations	12/18/2024	\$12,683.00

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

Monday – October 28, 2024
12:00 P.M. at the Heritage Senior Center Conference Room

The Economic Development Plan Citizen's Advisory Review Committee of the City of McCook was called to order by Nate Schneider and began at 12:20 P.M.

A copy of the Open Meetings Act is posted on the in the Heritage Senior Center Conference room and is available for public review.

Present: Tera Koetter, Assistant City Manager; Tracy Burkey, Recording Secretary; Members: Sarah Renner, Warren Jones, Jeanette Peters, Jordan Johnson (by phone); Nate Schneider, City Manager, Charlie McPherson, MEDC Director, and McCook Gazette Editor, Mike O'Dell.

Absent: Members: Alexis Davidson, Sean Wolfe, and Rick Sinner.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 24, 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 Economic Development Plan Citizen's Advisory Review Committee. Availability of the agenda was communicated in advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

(1) REVIEW AND APPROVE MINUTES OF JULY 22, 2024, MEETING.

Renner introduced a motion to approve July 22, 2024, minutes; Peters seconded the motion. All members present voted in the affirmative. Motion passed. 4 VOTES YEA, 0 NAY, 3 ABSENT.

(2) REVIEW LB840 ECONOMIC DEVELOPMENT PROGRAM QUARTERLY REPORTS.

MEDC Director McPherson reviewed the McCook Growth Fund Program Balances and McCook Growth Fund Available Funds reports prepared by MEDC for the 10/01/23 – 09/30/24 program year with the committee.

As of 9/30/2024 the LB840 Program balance is \$1,028,633.15. Funds are currently allocated in the amount of \$487,543.71. This leaves an available balance of \$541,089.44.

(3) UPDATE OF REVENUES COLLECTED The McCook Growth Fund Loan Status Report shows all loans are current. The LB840 Program Balances report, receipt register and check register were provided.

(4) ECONOMIC DEVELOPMENT DIRECTOR REPORT

EXHIBIT - # 4

PAGE(S) - 4

Approved, but not yet completed or paid:

The Retail Coach Consulting Firm

“In 2023, the MEDC dedicated significant efforts to reassessing our local retail attraction strategies. While we initially explored promising leads, none materialized as expected. Seeking guidance, we contacted Economic Development organizations across the state and, based on recommendations, approached The Retail Coach, a consulting firm located in Mississippi. Subsequent discussions, culminating in a compelling proposal, led the retail committee to endorse the decision to engage their services before presenting the recommendations to the MEDC Board of Directors. The contract was formalized in December 2023, and our inaugural meeting with The Retail Coach took place in January 2024.”

Early Childhood Education New Provider Scholarship/Startup Funds

“MEDC Board of Directors has officially authorized the continuation of their commitment to C4K initiatives, allocating an additional \$10,000 from LB840 funds this past fall. This funding will be divided into \$15,000 for the infant program and \$5,000 for Expansion, aiming to sustain and further bolster the efforts of local early childcare providers and centers.”

McCook Business/Industrial Park Expansion

“The subsequent phase of the business park’s development involves extending the streets and infrastructure into this expanded zone. This includes tasks like road construction, the establishment of a rail spur connected to the BNSF main line, as well as the provision of water, sewer, and electrical utilities. The MEDC is actively exploring a range of local and state funding options to support this vital infrastructure expansion. Ideally, a combination of Tax Increment Financing (TIF) and grants would be sought to cover the majority of these associated costs. Work on the area’s infrastructure is planned to begin this coming spring.

Business Park Expansion Project-Environmental Studies

“As part of our due diligence process, the MEDC has ordered a series of environmental studies for the newly expanded business park area. These comprehensive reports are essential for ongoing development and aim to meet the requirements of the BNSF Certified Site program. By ensuring compliance with these standards, the MEDC facilitates the attraction and recruitment of businesses and industries to the expanded park, driving economic growth and development in McCook.”

North Pointe Housing Development

“As part of the subdivision development at North Pointe, a Homeowners Association (HOA) will be established to uphold uniform standards and requirements outlined in the covenants for all home and lot owners, including maintenance of the subdivision’s drainage out lot. The HOA

ensures the construction of quality homes, prevents lot hoarding or exclusive garage/shop usage, helps maintain property values, and ensures proper care and maintenance of subdivision drainage for the North Pointe Addition so as not to impact surrounding properties negatively.”

North Pointe Street & Infrastructure

“The MEDC is actively progressing with plans to install street paving and relocate water and sewer lines within the North Pointe Addition housing development project area. Our strategy involves leveraging Tax Increment Financing (TIF) along with other funding sources to facilitate the infrastructure enhancements. Street paving, water, sewer, and electrical service installation is scheduled to begin this coming spring with housing slated this summer.”

Loan to the City of McCook

“The McCook Economic Development Corporation (MEDC) Board of Directors approved a LB840 loan of \$250,000.00 to the City of McCook, last month, for the purchase of approximately 130 acres north of Q Street (Walter’s property). This acquisition is pivotal for McCook’s future growth and expansion, offering diverse benefits to residents. The property will feature a new recreational complex and provide opportunities for housing, retail/commercial development, as well as walking, biking, and hiking trails. It will also include additional green spaces for community enjoyment.”

Early Childhood/Youth Development Center Donation to YMCA project

“The MEDC demonstrates its commitment to early childcare in McCook through initiatives that support our community providers. These programs are essential in aiding families and fostering workforce development, ensuring our youngest residents receive exceptional care and education. The board has furthered its support by committing \$100,000 over 5 years (\$20,000 annually) to the YMCA’s renovation and expansion project. This funding will specifically benefit the Early Childhood/Youth Development Center, enhancing programming, activities, child watch services, and more.”

LB840 Expenses in the 4th Quarter

Loan, Grant, and Program Fund

North Pointe Street & Infrastructure – Infrastructure Loan to MEDC

“The McCook Economic Development Corporation (MEDC) is instrumental in jump-starting the development of the North Pointe subdivision project. This initiative includes paving streets and extending water, sewer, and electrical utilities to the new subdivision. To facilitate this development, the MEDC will utilize LB840 funds to help cover and lower the interest costs of the financing until Tax Increment Financing (TIF) revenue begins to flow in. This strategic financial support ensures the project’s momentum and underscores MEDC’s commitment to

enhancing McCook's infrastructure and residential growth. The LB810 funds will be replaced on the back side of the project after the commercial loan has been paid."

Mid-State Engineering & Testing

"Mid-State Engineering & Testing has finalized the geotechnical study by drilling samples for the expanded business park. These detailed reports are crucial to advancing the ongoing development of McCook's newly expanded industrial park. The study included soil composition analysis, foundation, recommendations, and assessments of geological stability, ensuring informed decision-making for infrastructure planning and construction timelines."

Micro-enterprise Loan Program

"The MEDC Board of Directors approved a micro-enterprise loan for Elevate Wellness, LLC to acquire specialized exercise equipment for their new facility. A \$12,000 portion of LB840 funds was allocated as our matching contribution to the loan. Additionally, we received \$28,000 from the Nebraska Department of Economic Development (DED), which has been reinvested into the fund to support future business loan initiatives. This transaction fulfills our state obligation, eliminating the need for further matching funds for upcoming loans."

(5) OPEN DISCUSSION

With the land that was purchased by the City of McCook, there will be land that will be used for commercial/retail purposes. This will help The Retail Coach consulting firm recruit business.

The need for childcare spots is still a big issue. Prices are also increasing at most centers from \$40-\$60/day. The incentive program provides help for centers and providers to maintain staff.

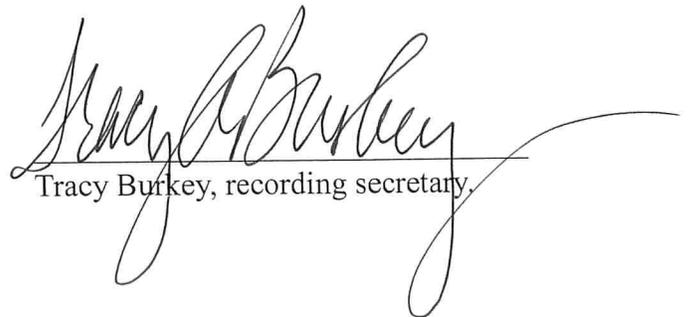
The rail switch for the Business Park Expansion project will be delivered this week, assembled and installed next week.

(6) NEXT MEETING DATE

Next meeting date will be January 27, 2025, at 12:00 PM at the Heritage Senior Center conference room.

(7) ADJOURNMENT

The meeting was adjourned at 12:53 PM.


Tracy Burkey, recording secretary.

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 CITY COUNCIL MEETING**

ITEM: 3.A.

Approve the minutes of the February 3, 2025 regular Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

February 13, 2025

McCook City Council
February 3, 2025
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, Public Works Superintendent Kalinski, Public Works Director Potthoff, Senior Services Director Siegfried, and Public Works Administrative Assistant Thrope.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on January 30, 2025, 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 Jeff Kelley, Memorial Methodist 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 February 10, 2025 at 5:15 P.M. and a meeting of the Comprehensive Plan and Zoning Ordinance Committee is scheduled for February 27, 2025 at 6:00 P.M. in the upstairs training room.

2. Consent Agenda.

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

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

2.A. Approve the minutes of the January 20, 2025 regular City Council meeting.

- 2.B. Schedule the 4th meeting of the Comprehensive Plan Steering Committee for February 27, 2025 at 6:00 P.M.
- 2.C. Accept the minutes of the October 22, 2024 Senior Center Advisory Board meeting.
- 2.D. Ratify the Mayor's appointment to the Senior Center Advisory Board, appointing Ron Jacobs, term expires September 2028.

3. Regular Agenda.

- 3.A. Update regarding the sports complex project.

City Manager Schneider gave an update of the sports complex project. Meetings have been held with Mammoth Construction and Miller and Associates regarding the design of the complex and surrounding area and a meeting was held with Paul Grieger regarding the bond for financing of the project.

- 3.B. Update and discussion on the sports complex project regarding Mid-Plains Community College.

City Manager Schneider read the information contained in his City Manager's Report for this meeting.

Mid-Plains Community College President Ryan Purdy and Vice President of Student Affairs Kelly Rippen were present as representatives of the College to address the colleges desire to maintain ownership of the two collegiate fields. Mr. Purdy gave a review of the meetings, conversations, and negotiations with the city, including ownership, naming rights, not being part of the selection of Mammoth Construction for the design of the complex, concerns with lack of community between the City and the College, that the College has committed \$1,000,000 to the project, and maintaining loyalty to donors. Mr. Purdy questioned if it was possible to schedule a meeting of the MPCC Board that would meet the City's timeline.

Others representatives of the college present were Kim Korgan, District 1 Representative on the Mid-Plains Board of Governors, President of the McCook Community College Foundation Pam Gaston, and staff members - Jon Olsen, Mike Mendenhall, Darin Morgan, and Brian Obert.

John Walters, previous owner of the land purchased for the complex, stated that he was contacted by the City in December 2023 regarding the purchase of this property with plans for a sports complex, retail, and housing. He agreed to sell to the city for these uses. He expressed concerns with having separate owners of the complex property.

McCook Public Schools Superintendent Grant Norgaard and Community Hospital President and CEO spoke in support of the project and maintaining the complex city-owned.

- 3.C. Establish the user fees for the McCook Aquatic Park for the Summer of 2025.

Mayor Taylor suggested the following fees:

4 and under - Free, 5 - 17 \$4 or \$5, 18 - 54 \$6 or \$7, over 55 - \$4 or \$5, family day pass \$15 or \$20, Season passes - single \$60 or \$70, family of 3 - 4 \$150, 5 or more \$200, babysitter pass with purchase of a family pass - \$40, lap swimming \$3 per day or \$45 for season.

Discussion also included a grandparents pass and discount/financial assistance.

3.D. Discuss proposed LB 354, which would eliminate state equalization funding for Cities of the First Class.

Discussion included a cell phone occupation tax, increasing the hotel occupation tax, a food and beverage tax, and tax on food trucks.

3.E. Ordinance No. 2025-3095 amending the City of McCook Code of Ordinances, Title IX, Chapter 91 - "Fire Prevention; Fireworks; Poisonous or Flammable Gas; Explosives", Section 91.37 - Prerequisites and Qualifications for Issuance of Sales Permit and Section 91.43 - Discharge of Fireworks Generally.

Mayor Taylor asked the Clerk to read Ordinance No. 2025-3095 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 91, ENTITLED "FIRE PREVENTION; FIREWORKS; POISONOUS OR FLAMMABLE GAS; EXPLOSIVES" IN TITLE IX "GENERAL REGULATIONS", SECTION 91.37 - PREREQUISITES AND QUALIFICATIONS FOR ISSUANCE OF SALES PERMIT AND SECTION 91.43 - DISCHARGE OF FIREWORKS GENERALLY, AMENDING THE PERMIT FEE AND THE DATES AND TIMES OF DISCHARGE; 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. 2024-3095 has been read by title and I move to approve upon its second of three readings. This motion, made by Muehlenkamp and seconded by Rambali, passed.
Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3.F. Council Comments.

There were no council comments.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting

adjourned at 6:56 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 CITY COUNCIL MEETING**

ITEM: 3.B.

Forward to the City's insurance carrier for review and appropriate action a property damage claim from Terri Gray.

BACKGROUND:

Staff received the property damage claim from Terri Gray. The governing body is required to forward the claim to the City's insurance carrier for review and appropriate action.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

February 13, 2025



Tera Koetter, Assistant City Manager

February 13, 2025



Nathan A. Schneider, City Manager

February 13, 2025

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 CITY COUNCIL MEETING**

ITEM: **3.C.**

Approve the application for a Special Designated Liquor License (SDL) submitted by C & B Herrick, dba Yellow Rose, Liquor License #K-115381 for the MPCC Fundraiser Rodeo to be held at the Red Willow County Fairgrounds Kiplinger Arena, 1412 West 5th Street, on March 7 and 8, 2025 from 6:00 P.M. to 1:00 A.M. both days.

BACKGROUND:

The Yellow Rose will be catering this event. They are making application to allow them to serve alcohol at this temporary location. According to policy set by the Council in October 23, any applicant applying for a SDL who has not previously applied for one shall be taken to the Council for approval. No previous SDL application has been applied for by the Yellow Rose.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

February 13, 2025



Nathan A. Schneider, City Manager

February 13, 2025

SDL – LOCAL RECOMMENDATION

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

K-115381 **C & B Herrick DBA Yellow Rose**

License # _____ Licensee Name/Non-Profit Organization _____

Event location name: **Kiplinger Arena**

Event address/location: **1412 W. 5th St McCook, NE 69001**

Event Type: **MPCC Fundraiser Rodeo**

Event date(s):	<u>3-7-2025</u>	<u>3-8-2025</u>	_____	_____	_____	_____
Event start time(s):	<u>6:00 pm</u>	<u>6:00 pm</u>	_____	_____	_____	_____
Event end time(s):	<u>1:00 am</u>	<u>1:00 am</u>	_____	_____	_____	_____

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

Outdoor area to be licensed in length & width: _____ X _____ (Must submit a diagram)

Estimated number of attendees: 300

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer X Wine X Distilled Spirits X

Event contact name: **Christine Herrick** Event contact phone number: **308-660-5255**

Event contact Email: **cucu_68@yahoo.com**

*Signature Authorized Representative: *Christine Herrick*

Local Governing Body completes below:

The local governing body for the City of _____ **OR**
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 CITY COUNCIL MEETING**

ITEM: **3.D.**

Receive and file the claims for the month of January 2025, published February 11, 2025.

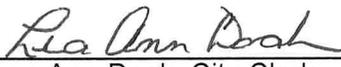
BACKGROUND:

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

February 13, 2025



Tera Koetter, Assistant City Manager

February 13, 2025



Nathan A. Schneider, City Manager

February 13, 2025

CITY OF MCCOOK
CLAIMS FOR JANUARY 2025

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

20/20 TECHS-SC 5199.04, S 40.00; ACE-S 1947.00; ACME PRINTING-S 750.00; AKRS-S 1333.44; ALQUIST, MALTZHAN, GALLOWAY & LUTH-SC 20120.00; AMERICAN AG LAB-SC 2461.31; AMERICAN ELECTRIC-S 777.92; AMERITAS-CLAIMS-SC 4512.43; AMERITAS-DENTAL-SC 477.48; ANYTIME TRI-STATE TOWING-SC 525.00; AT&T-SC 446.12; ATCO INT'L-S 179.00; AURORA COOP-S 8697.88; AVFUEL CORP-S 51816.24; BAUM HYDRAULICS CORP-S 69.27; BLACK HILLS ENERGY-SC 9471.58, S 767.78; BOMGAARS-S 1561.35; J. BORTNER-SC 1175.00; D. BURR-SC 70.00; BW TELECOM-SC 144.14; C&K-S 270.34; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 3302.29; CASH WA-S 13235.65; CDW-G-SC 1223.60; CENTURY LINK-SC 902.45; N CHITWOOD-SC 108.00; CHURCHICH RECREATION-S 5769.25; CITY OF MCCOOK-PS 479897.90; CITY SELF INS-BT 176559.66; SALES TAX-BT 43820.58; TRANSFER STATION-S 5470.46; UTILITIES-SC 3802.64; CLINE WILLIAMS, WRIGHT JOHNSON-SC 8600.00; J CROCKER-SC 58.25; CULLIGAN-S 133.92; CUMMINS SALES & SRVS-S 698.00; D&S HARDWARE-SC 20.54, S 404.79; DAS ACCT-SC 1069.50, S 66.00; DEMCO, INC-S 328.48; DIAMOND VOGEL-CO 148.58, S 89.49, SC 15.89; EAKES-S 986.98, SC 131.41; FBI NAT'L ACADEMY-SC 260.00; FICA-PS 24274.82; FLOTEC, INC-S 859.51; FRENCHMAN VALLEY MUTUAL AID-SC 150.00; FRONTIER COMMUNICATIONS-SC 34.19; Z. FRY-SC 82.00; GALLS-S 346.52; GARRISONS-S 962.50; GOOGLE SVCS-SC 534.00; GREAT PLAINS COMM-SC 3423.56; HANCOCK LUMBER-S 13.36; HENNING BROS-SC 59.00; HG KLUG-S S 365.45, SC 15.40; HOMETOWN LEASING-SC 2094.84; HONORBOUND IT-S 300.00; IDEAL LINEN-S 138.00; IIMC-SC 195.00; INLAND TRUCK-S 87.04; INT'L CODE COUNCIL-SC 633.00; J BAR J LANDFILL-SC 39599.03; K&C GRAIN-S 10852.10; K-C MOTOR & ELEC-SC 3788.70; KAHN MFG-S 1214.67; T KENNEDY-SC 19.50; KOHL'S-S 300.48; LONM-UTILITIES-SC 790.00; LONM-SC 597.29; LIFE-ASSIST-S 1483.31; MAGNEGRIP-S 570.52; MALLECK OIL-S 1659.90; MATHESON-LINWELD-S 213.58; MATT PARROTT-S 295.54; MCCOOK ABSTRACT-SC 1000.00; MC GAZETTE-SC 521.80; MC HUMANE SOCIETY-S 4716.60; MPPD-SC 608.61; MPS-SC 1480.00; MCNET SC 109.90; C. MCDONALD-S 158.20; MCKESSON MEDICAL-S 537.69; MEAD LUMBER-S 1600.41; MEDICARE-PS 6748.94; MICHAEL TODD IND-S 413.52; MICROMARKETING-S 1073.63; MIDWEST CONNECT- SC 2506.98; MILLER & ASSOC.-SC 20000.00, CO 15386.03; B. MINTLING-S 4640.00; T. MONZON-SC 140.00; MOUSEL, BROOKS, SCHNEIDER, MUSTION, SCHIFFLET-SC 2464.70; MUNICIPAL SUPPLY-S 5436.09; MUTUAL OF OMAHA-SC 1112.84; NE DEPT OF REV SALES TAX-SC 13888.14; NE DEPT OF REV MOTOR

FUELS-SC 2489.00; NE DEPT OF REV-LOTTERY TAX-SC 3384.00; NE AVIATION COUNCIL-SC 780.00; NE GENERATOR SERVICE-S 2015.50; NE TRUCK CENTER-S 3773.43; NEBRASKALAND TIRE-S 99.44; NAT'L FIRE PROTECTION ASSOC-SC 225.00; NICK'S DIST-S 1756.09; NE MACHINERY-S 502.01; NPPD-SC 1911.65; O'REILLY AUTO-S 412.52; Z. OLIVER-S 5890.00; ONE BILLING SOLUTIONS-SC 5487.97; ONE CALL-SC 55.80; PAPER TIGER SHREDDING-S 100.00; PAULSEN-S 1962.79; PINPOINT COMM-SC 69.99; PLATTE VALLEY COMM-S 310.00; POLICE CHIEFS ASSOC OF NE-SC 200.00; PSYCHOLOGICAL RESOURCE -S 150.00; QUADIENT FINANCE-S 307.23, SC 692.77; QUADIENT LEASING-SC 600.18; QUILL-S 215.93; RAVENSWOOD ELECTRIC-SC 742.40; RWCO TREASURER-SC 1089.05; ROCHESTER MIDLAND-S 561.60; RUGGLES TRAILER-S 1152.35; RUTT'S HEATING & AC-S 3128.24; SHELCO CONST-CO 86806.88; B. SIEGFRIED-SC 93.80; SNELL SRVS-S 2489.50; SOUTHWEST FARM & AUTO-S 806.36; SPARQ DATA-SC 4100.00; T STEWART-S 4560.00; SUNSET LAW ENFORCEMENT-S 6084.30; SUNSHINE IND'L-S 705.00; TELEFLEX-S 150.00; TITAN- MACHINERY-S 4591.81; TRAVELERS-SC 174660.58; TYLER TECH-SC 33.30; UMR-SC 251635.79; US FOODS-S 951.91; UTILITY REFUNDS-304.81; VERIZON-SC 2622.88; VOICE PRODUCTS-SC 4214.72; VOLZ-SC 2000.00, S 1775.20; WAGNER FORD-S 505.87, SC 299.98; WAITE & MCWHA LAW-SC 522.50; WALMART-S 1280.05; WEX BANK-S 23788.06; J WHITE-SC 82.00; WPCI-SC 64.00; ZOLL MEDICAL-S 24.60, SC 1020.00.

-s-Lea Ann Doak, City Clerk

PUBLISH: FEBRUARY 11, 2025

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.E.

Acknowledge and certify the completion of construction for the McCook Aquatic Park and authorize city personnel to execute any and all documents to that end.

BACKGROUND:

Per the requirements of McCook's DED CCCFF construction grant award, it is necessary for the City Council to certify the completion of the McCook Aquatic Park construction project. Carrothers Construction Company had a company foreman in McCook the week of February 3rd to finish the remaining items that the City was needing completed. Public Works personnel were present and are comfortable certifying completion. City Staff requests the City Council certify the completion of the McCook Aquatic Park to allow for the final grant payment of the CCCFF grant.

APPROVALS:



Nathan A. Schneider, City Manager

February 12, 2025



Lea Ann Doak, City Clerk

February 12, 2025



Tera Koetter, Assistant City Manager

February 12, 2025

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025
CITY COUNCIL MEETING**

ITEM: 3.F.

AWARD THE BID FOR THE 2025 CRACK SEALING PROJECT TO SHELCO CONSTRUCTION OF ELSIE, NEBRASKA IN THE AMOUNT OF \$64,350.00, THAT BEING THE LOWEST BEST BID.

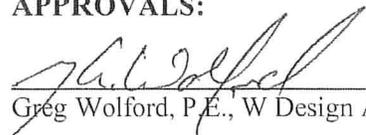
BACKGROUND

On February 11th bids were opened for the 2025 Crack Sealing Project. Attached is the tabulation of the bids received.

This cost is within the City's budget for street maintenance this year.

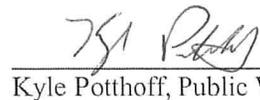
FISCAL IMPACT: None.

APPROVALS:



Greg Wolford, P.E., W Design Associates

Date: 12 Feb 25



Kyle Potthoff, Public Works Director

Date: 2/12/25



Nate Schneider, City Manager

Date: 2/12/25

Bid Tabulation
McCook Public Works - 2025 Crack Sealing Project
McCook, NE 69001

Bid Date: 02/11/2025@ 2:30 PM

CONTRACTOR	TOTAL BASE BID	START DATE	COMPLETION DATE	BID BOND	NOTES
American Pavement Solutions 1455 Gruber Rd. Green Bay, WI 54313 920-593-7386	No Bid				
Diamond Drilling & Sawing Co. 1157 S. Bannock St. Denver, CO 80223 303-733-3741	No Bid				
Schodeller Construction 4410 S 40th Street, Ste. C St. Joseph, MO 64503 816-288-5069	\$6,800/pallet - \$136,000	6/8/2025	6/28/2025	Yes	
Shelco Construction DBA Stulich's Asphalt, LLC 616 NE-61 Scenic Ogallala, NE 69135 308-284-2997	\$3,217.50/pallet - \$64,350.00	3/17/2025	4/4/2025	Yes	
Sta-bilt Construction P.O. Box 151 Harlan, IA 51537 712-755-5153	No Bid				
Stripe & Seal LLC 1518 Yocemento Ave. Hays, KS 67601 785-623-7446	No Bid				
Super Sealing USA 399 Highway 77 Admore, OK 73402 417-331-4932	No Bid				
Thunder Road, LLC W297S3549 Boettcher Rd Genesee, WI 53189 715-310-4555	No bid				
Wolverine Sealcoating, LLC 3235 County Farm Rd. Jackson, MI 49201 517-962-4261	\$3,262.50/pallet - \$65,250.00	3/15/2025	4/1/2025	Yes	

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 MCCOOK CITY COUNCIL MEETING**

3.G.
ITEM NO. ___ Receive and file an Interlocal Cooperation Agreement between Red Willow County and the City of McCook for temporary law enforcement services.

BACKGROUND:

Red Willow County has asked the City of McCook's Police Department to assist with law enforcement needs outside of McCook's corporate limits, but within Red Willow County. The City of McCook is willing to assist pursuant to the terms contained within the accompanying Agreement. It is requested that the City Council receive and file the executed Agreement.

APPROVALS:



Nathan A. Schneider, City Manager

February 12, 2025



Lea Ann Doak, City Clerk

February 12, 2025



Tera Koetter, Assistant City Manager

February 12, 2025

Kevin Hodgson, Police Chief

February 12, 2025

INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL AGREEMENT ("AGREEMENT") is entered into by and between the Red Willow County Sheriff's Office herein referred to as "COUNTY", and the City of McCook Police Department herein referred to as "CITY". Collectively the COUNTY and CITY may be referred to as "PARTIES", and individually each may be referred to as "PARTY".

WHEREAS, the parties are public agencies for the purpose of the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 through §13-827;

WHEREAS, the Interlocal Cooperation Act permits any two or more public agencies to enter into agreements with one another for joint or cooperative action;

WHEREAS, COUNTY desires to enlist the services of the CITY at times and by necessity, having inadequate staffing would;

1. Request assistance and authorize the CITY to respond to instances where the safety of the public or the law enforcement officer would be at risk,
2. Acknowledge the CITY will respond only during emergency staffing situations,
3. The CITY will respond to control the scene until an agency with jurisdictional authority arrives at which point the scene will be turned over to that agency whether it be the COUNTY or another agency with jurisdictional authority.

WHEREAS, the COUNTY acknowledges that the primary responsibility of the CITY is to the citizens of the City of McCook.

WHEREAS, the COUNTY acknowledges that the CITY will not be made available to cover for routine staffing such as coverage for leave time or in lieu of the COUNTY responding to calls for service. Nor, will the CITY respond to calls for service of a less serious nature such as crimes involving property only. The CITY shall have jurisdiction to utilize whatever means necessary to stabilize and render safe the situation. The COUNTY would be responsible for any follow-up.

WHEREAS, the COUNTY acknowledges that when the CITY is at minimum staffing, which is determined to be two officers per shift, the CITY will not be made available for calls outside of the City of McCook unless the situation is of dire consequences where the potential for loss of life exists. CITY will respond by authorization of the Chief of Police or his designee. In the event of a dire need where loss of life is a potential, CITY will attempt to call in additional personnel to provide police services.

WHEREAS, both the COUNTY and the CITY shall be responsible for their respective agencies reporting and evidence collection. The Sheriff will make arrangements for the transfer of custody of any evidence collected by the CITY, if any.

WHEREAS, the COUNTY agrees to pay the actual cost per additional personnel to cover the costs of wages, fuel, and mileage.

WHEREAS, the CITY would have discretion as the type of response whether it be singularly or through a collective effort based on the availability of personnel who are called in.

WHEREAS, this agreement will be inclusive of Agreements entered into by the COUNTY with other entities, to wit: other Counties or Cities having entered into similar agreements with the COUNTY that may be able to render assistance or response in a timelier manner than could the City.

WHEREAS, this agreement is meant to ensure the safety of all the residents of Red Willow County and will be used as the exception and not habitually by the County. The COUNTY in kind will respond at the request of the CITY rendering aid during times of extreme need or emergency already having jurisdiction within the county.

WHEREAS, the term of this agreement shall be for one (1) year from the date of completion of acceptance. It may be renewed annually for (1) one-year periods on such terms as the PARTIES agree upon.

WHEREAS, no separate legal or administrative entity is created by this agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1. Emergency: For purposes of this Agreement "Emergency" shall mean a serious, unexpected, and often dangerous situation requiring immediate action.
2. Term and Termination: This Agreement shall commence on the date of its execution. Either PARTY may immediately terminate this agreement with written notice to the other PARTY.
3. Responding Law Enforcement Agency: The COUNTY shall serve as the primary responding agency. In the event of an "Emergency" the CITY, at the direction of the Chief of Police or his designee, will respond by providing services to render the situation safe. Once the situation is safe the COUNTY will be responsible for any follow-up.
4. Duties of the CITY at an "Emergency": In the event of an "Emergency", the CITY shall:
 - a. Respond accordingly to the situation at hand.

- b. Take necessary enforcement action to render safe the situation
 - c. Hold the scene until the COUNTY or another agency with jurisdictional authority can arrive.
5. Extent of CITY's Response: The CITY may provide such equipment and personnel as may be necessary for the proper and adequate response to an "Emergency". The CITY shall have the sole discretion in the determination of available resources, equipment, and personnel that can safely be provided to the COUNTY. The CITY may recall to its jurisdiction such resources, equipment, and personnel necessary to meet the needs of its own jurisdiction. Further, the CITY may recall to its jurisdiction such resources, equipment, and personnel if the CITY in its sole discretion determines it is unsafe or inappropriate to remain on scene.
 6. Requests for Service: Requests for services for an "Emergency" shall be made through the CITY's E911 Dispatch Center. The dispatch center handles radio communications for the COUNTY and in the event of an "Emergency" would relay information to the on-duty deputies or on-duty Sheriff.
 7. Coordination of Emergency Services: The responding CITY officer shall have command authority until the scene is turned over to the COUNTY or other law enforcement agency with jurisdictional authority.
 8. Initial Response Location: In the event of an "Emergency" and the CITY under its sole discretion determines the need to call in off-duty personnel, said off-duty personnel shall respond to the CITY's police department where said personnel will receive further instructions.
 9. Records and Reports from an "Emergency": Each PARTY shall have the right to request from the other all records and reports relating to the "Emergency" requiring the CITY's response.
 10. Costs and Expenses: The COUNTY shall be responsible for all CITY personnel at actual cost. Such hourly rate shall include but not be limited to wages, fuel, and mileage.
 11. Insurance Requirements: To the extent allowed by law, the COUNTY shall ensure that the CITY is named as an additional insured on its insurance policy covering the COUNTY. This insurance policy shall act as primary insurance for any occurrence during the course of the CITY responding to an "Emergency". Furthermore, the COUNTY's insurance policy shall expressly waive any right of subrogation against the CITY's insurer.
 12. Indemnification: The COUNTY agrees to indemnify, defend, and hold harmless the CITY, its officers, agents, and employees, from and against any and all claims, damages, liabilities, losses, and expenses, including but not limited to attorney fees and court costs, arising out of or resulting from the response to the "Emergency".
 13. Amendment: This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
 14. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

The CITY

COUNTY:

Date: 10/21/24

Date: 2/10/25

Linda Taylor
Mayor Linda Taylor

Ted Gans
Commissioner Ted Gans – Chairman

Date: 10/21/24

Date: 2/10/25

Kevin A. Hodgson
Chief Kevin A. Hodgson

Kevin Darling
Sheriff Kevin Darling

Attest:

Lea Ann Doak
City Clerk Lea Ann Doak

CITY MANAGER'S REPORT
FEBRUARY 17, 2025 MCCOOK CITY COUNCIL MEETING

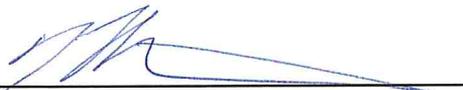
3.H.
ITEM _____ Authorize the City Attorney for the City of McCook to commence litigation against Robert L. Wallace, owner of a nuisance property located at 807 West 1st Street, enjoining the maintenance of the nuisance property, ordering the owners to abate the nuisance, and in the absence of action by the owners permitting the City of McCook to abate the nuisance or demolish the structure.

BACKGROUND:

On November 12, 202~~5~~, the City of McCook Health Board held a hearing to determine whether the property located at 807 West 1st Street was a nuisance property in need of abatement per the City of McCook Code of Ordinances. On November 12th, the Health Board members physically observed the property. Following the on-site review, a hearing was held. At the hearing, evidence was presented detailing the code violations found at the site. The members of the Health Board unanimously found the property to be a nuisance property in need of abatement. Notice of the determination was sent to the owner. Since November 12, 202~~5~~, the owner has failed to abate the nuisance as required, despite the best efforts of the City to get the owner to comply with the City's Code of Ordinances.

Staff is requesting authorization to proceed with litigation against the owner of 807 West 1st Street in order to abate the nuisance.

APPROVALS:



Nathan A. Schneider, City Manager

February 12, 2025



Kevin Hodgson, Police Chief

February 12, 2025



Lea Ann Doak, City Clerk

February 12, 2025

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 CITY COUNCIL MEETING**

ITEM: 3.I.

RECOMMENDATION:

APPROVE THE CONSULTANT AGREEMENT BETWEEN THE CITY OF MCCOOK AND W DESIGN AND ASSOCIATES FOR AIRPORT IMPROVEMENT PROJECT NUMBER 3-31-0052-20/21 WHICH INCLUDES THE CONSTRUCTION OF A NEW 100LL AND JET A SELF SERVICE FUEL FACILITY AT MCCOOK BEN NELSON REGIONAL AIRPORT AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

This project became a priority project do to the recent bankruptcy of the airports Fixed Base Operator. As part of this bankruptcy, the airport was without a fueling operation for roughly 3 weeks. Fueling at the airport is essential to daily operations. This will not eliminate the need for fuelers at the airport due to most operators of aircraft that use Jet A fuel normally will not fuel their own aircraft. The majority of aircraft that utilize 100 LL fuel will be likely to use the self fuel option.

We will more than likely get one chance for this type of funding for fuel infrastructure at the airport and due to this. City Staff felt that even if the Jet A does not get utilized as much, that it was important to have this option available in the event that we run into other issues with access to the existing underground tanks that are privately owned.

The scope of this project includes the design phase, bidding phase, construction phase and the close out phase for the construction of a new 100LL and Jet A self service fuel facility which will include two 10,000 gallon tanks, dispensing stations and cardtrol systems. This project will also include new concrete aprons, as well as a concrete connector from the fuel station to taxiway A.

This project is estimated to cost \$1,318,150.00 with 90% or \$1,186,00.00 being paid by Capital Improvement funding from the FAA. The City will be responsible for the other 10% or \$131,815.00. Construction is planned for the Fall of 2025.

The contract amount for engineering for this project is \$117,896.11. The Independent Fee Estimate(IFE) for engineering services that was presented to the City by NDOT - Aeronautics Division prior to fee negotiations between the City and W Design Associates was \$204,000.00. This makes this contract amount \$86,103.89 below the IFE. Both W Design Associates and City Staff are comfortable with the amount in the contract.

This agreement has been submitted to and approved by the Nebraska Dept. of Transportation Aeronautics Division and the FAA.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

February 13, 2025



Nate Schneider, City Manager

February 13, 2025

FOR FAA PROJECTS

Airport Improvement Program (AIP) Project No. 3-31-0052-20/21

McCook Ben Nelson Regional
Airport

THIS CONTRACT is made and entered into by and between the consulting firm of W Design Associates, Inc. of McCook, Nebraska, hereinafter called the "Consultant" and the City of McCook, Nebraska, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to employ the Consultant to provide the services described in Sections 3 through 6 for the following project.

Construct a new 100LL and Jet A Self Service Fuel Facility to include two 10,000 gal. tanks, dispensing stations and cardtrol systems.

Greg Wolford, P.E. will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys and other items furnished as part of this agreement.

SECTION 2: PRELIMINARY PHASE

"THIS PHASE NOT USED".

SECTION 3: DESIGN PHASE

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, labor provisions, notice to bidders and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Nebraska to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Confer with the Sponsor, the Nebraska Department of Aeronautics (NDA) and the Federal Aviation Administration (FAA) in accordance with FAA AIP Sponsor Guide No. 910-Pre-design Conference. The Consultant shall prepare a summary of the conference that highlights critical project issues.
- b. Complete a topographical survey of the site to include existing pavement, utilities and drainage.
- c. Prepare detailed plans, specifications, contract documents and Engineer's Design Report. FAA's current (at contract date) Advisory Circular (AC) **150/5370-10, Standards for Specifying Construction of Airports**, will be used when preparing the plans and specifications. The detailed plans, specifications, contract documents and Engineer's Design Report will be submitted to the NDA and FAA in electronic format (pdf) for review within 120 days of this agreement. At a minimum, the Engineer's Design Report will include the following items in accordance with FAA AIP Sponsor Guide No. 920 Engineer's Report.
 - General Scope of Project
 - Photographs
 - Design Standards
 - Airport Operational Safety
 - Site Conditions
 - Pavement Design
 - Material Available
 - Pavement Marking
 - Lighting
 - Signage
 - Environmental Considerations
 - Underground Utility Lines in Work Areas
 - Miscellaneous Work Items
 - FAA Owned Facilities
 - Non-AIP work
 - Engineers Estimate
 - Project Schedule
 - Project Budget
 - Sponsor Modifications to Design Standards
 - DBE Participation
 - Pre-design Meeting Minutes
- d. The consultant agrees to follow the FAA AIP Sponsor Guides (current as of the contract date) numbered below:
 - (1) FAA AIP Sponsor Guide No. 920 Engineer's Report
 - (2) FAA AIP Sponsor Guide No. 930-Plans & Specifications
 - (3) FAA AIP Sponsor Guide No. 940-Regional Approved Modifications to AC 150/5370-10
 - (4) FAA AIP Sponsor Guide No. 950-Sponsor Modifications of FAA Standards
 - (5) FAA AIP Sponsor Guide No. 951-Use of State Standards
 - (6) FAA AIP Sponsor Guide No. 960-Operational Safety on Airport During Construction
- e. Revise and submit plans, specifications, contract documents and Engineer's Design Report within 14 days of receipt of comments from the NDA and FAA per Item b submittals above.
- f. Prepare and submit a Construction Safety and Phasing Plan (CSPP) in accordance with FAA's current Advisory Circular (AC) 150/5370-2.

- g. Prepare and submit an FAA Form 7460-1 for a temporary construction area and the new Self-Service Fuel Facility.
- h. Prepare and submit an FAA Quarterly Performance Report. (Include if design phase grant anticipated)

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

SECTION 4: BIDDING PHASE

Under this phase of the contract the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services.

- a. Provide sufficient copies of the approved plans and specifications to permit advertising and bidding. Copies of the documents may be furnished to prospective bidders at a cost fixed by the Consultant. The Consultant shall perform in accordance with FAA AIP Sponsor Guide No. 1010-Bidding.
- b. Not used.
- c. Answer questions raised during the bidding process. Issue addenda as required.
- d. Attend the bid opening, tabulate and analyze bid results, evaluate bidders and furnish recommendations on the award of contracts.
- e. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval. The Consultant shall prepare and submit a request for concurrence to NDA/FAA in accordance with FAA AIP Sponsor Guide No. 1020-Contract Award, except that the Sponsor Certification will be prepared and submitted by the NDA.
- f. After appropriate approval, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the executed contract documents with the specifications and provide one bound set each to FAA, NDA and the Sponsor.

This phase will be considered complete when the executed contracts have been approved by the Sponsor, FAA and NDA. Re-advertising, if necessary, will be negotiated under a supplemental agreement to this contract.

SECTION 5: CONSTRUCTION PHASE (INCLUDES OBSERVATION)

Based on estimated 30 Working Days (Estimated Construction Contract Time)

Under this phase the Consultant agrees to perform the following services.

- a. Provide consultation and advice to the Sponsor during all construction phases.
- b. Assign a Project Engineer to the project that will periodically observe work in progress, review test reports and provide weekly working day, construction progress and testing reports to the Sponsor, FAA and NDA. The Consultant will provide written confirmation that all performance tests required by the specifications were conducted and met or exceeded the specifications.
- c. Not used.
- d. Participate in preconstruction conferences, per the latest (as of contract date) FAA AIP Sponsor Guide No. 1040-Preconstruction Conference. Submit a formal report of the conference discussions.
- e. Provide field and/or construction surveys and staking, as required under the FAA standard specification General Provision 50-06, including spot checks and final cross sections for establishing pay quantities and as-built plans.
- f. Upon receipt of NDA/FAA authorization to issue Notice-to-Proceed, the Consultant will issue, for the Sponsor, the Notice-to-Proceed to the Contractor. NDA/FAA authorization will not be issued until all conditions are met in accordance with FAA AIP Sponsor Guide No. 1050-Notice-to-Proceed.
- g. Provide on-site construction observation in accordance with FAA AIP Sponsor Guide No. 1030-Construction Management Program.
- h. Review and approve shop and erection drawings and all materials data submitted by construction contractors for compliance with design concepts.
- i. Prepare and negotiate contract modifications, change orders and supplemental agreements, according to the latest (as of contract date) FAA AIP Sponsor Guide Nos. 1080-Contract Modifications, 1081-Change Orders and 1082-Supplementary Agreements.
- j. Determine amounts owed to construction contractors and process financial documents.
- k. Review compliance with Labor Standards in accordance with FAA AIP Sponsor Guide Nos. 1060-Labor Provisions, 1061-Contractor's Responsibilities, and 1062-Applicable Labor Standards. Provide compliance documentation to the Sponsor.
- l. Review compliance with Labor and Civil Rights provisions in accordance with FAA AIP Sponsor Guide No. 1070-Inspections. All compliance records shall be provided to the Sponsor.
- m. Prepare and submit an FAA Quarterly Performance Report.

SECTION 6: CLOSE OUT PHASE

Under this phase the Consultant agrees to perform the following services.

- a. Arrange and conduct final inspections. Submit a summary of test results and a quality control report

complete with checklists, performance test results, pay factor adjustments, etc.

- b. Prepare as-built record drawings, a final construction report, etc. in accordance with FAA AIP Sponsor Guide No. 1610-Development Project Closeout. Final close-out documents shall be provided to NDOT and FAA within 90 days of the final acceptance date (per FAA AIP Sponsor Guide No. 1610-Development Project Closeout) and prior to the consultant's final pay request. Final Engineer's Close Out Report will be submitted to the NDOT (1-each hard copy of close-out report, 1-each half size As-Built plans, and a PDF copy of final close-out report and As-Built plans), FAA, a PDF copy of final close-out report and As-Built plans) and Sponsor (1-each hard copy of close-out report, 1-each half size As-Built plans, and a PDF copy of final close-out report and As-Built plans).

SECTION 7: SPECIAL SERVICES

Under this phase, the Consultant will provide the following services. Services not listed in Sections 2 through 6 can only be added by supplemental agreement to this contract.

- a. Testing of materials and soils during construction, as required by the project specifications and the Construction Observation Program. The main testing laboratory will be Mid State Engineering and Testing, Kearney, NE

SECTION 8: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2: Preliminary Phase. Not used.

Section 3: Design Phase. Payment for the items included in Section 3, Design Phase, shall be the lump sum of \$ 39,762.61 shown on Exhibit B, attached and made a part hereto. Payment shall be due according to the following payment schedule:

- 25% when design is 1/3 complete;
- 25% when design is 2/3 complete;
- 25% when plans and specifications are submitted for review;
- 25% when plans and specifications are approved by the Sponsor, NDA and FAA.

Section 4: Bidding Phase. Payment for the items included in Section 4 Bidding Phase shall be the lump sum of \$ 5,728.33 shown on Exhibit C attached and made a part hereto. Payment shall be due according to the following schedule:

- 85% when bids received;
- 15% when contract documents are approved by the Sponsor, NDA and FAA and authority to issue a notice to proceed is granted.

Section 5: Construction Phase. Payment for the items included in Section 5 Construction Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of \$ 5,629.99 and subcontract costs. The schedule of charges and reimbursable expenses is Exhibit D attached and made a

part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 5 will not be greater than the "Not-to-Exceed" (NTE) amount of \$ 52,687.38, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Section 1 is not exceeded. If either of these two events occur, the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Section 6: Close Out Phase. Payment for the items included in Section 6 Close Out Phase shall be the lump sum of \$ 12,888.07 shown on Exhibit E attached and made a part hereto. Payment shall be due according to the following schedule:

- 85% when Close Out Documents are submitted;
- 15% when Close Out Phase is complete.

Section 7: Special Services. Payment for the items included in Section 6 Special Services Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of \$ 61.58 and subcontract costs. The schedule of charges and reimbursable expenses is Exhibit F attached and made a part hereto.

Testing laboratory services are estimated to be \$ 6,255.00, as shown on the attachment to Exhibit E. The estimated amount may be increased with (1) prior notification from the Consultant and approval from the Sponsor, Aeronautics and FAA, and (2) execution of a supplemental agreement to this contract. If the testing fees come close to the limit and it becomes apparent that the project cannot be completed within the limit, the Consultant shall notify the Sponsor, Aeronautics and FAA. The notification shall include a brief justification for the overrun referencing applicable tests required by the specifications and a revised Exhibit E depicting the new schedule of charges.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.

Payment Provisions and Adjustments

All payments shall be made based on the lump sum amounts or unit charges and fixed fees, as provided. If the scope of consultant services changes, causing an increase or decrease to the Consultant's costs, this contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to

the original contract. The Sponsor will not reduce the Consultant's final payment for any part of the project designed but not actually constructed.

The Consultant shall attach a separate Exhibit to this agreement for each subconsultant used in each phase for any part of the services to be performed by subconsultant. Subconsultant Exhibits shall break out hours, rates and fees necessary for determination of reasonableness of cost.

SECTION 9: FEDERAL CONTRACT PROVISIONS FOR A/E CONTRACTS

The Federal Contract Provisions for A/E Agreements as attached are hereby made a part of this agreement.

APPROVALS.

It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Nebraska DOT / Division of Aeronautics and the Federal Aviation Administration before any state or federal funds are obligated.

IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this ____ day of _____, 2025, with copies to be filed with the Nebraska Department of Aeronautics and the Federal Aviation Administration.

W DESIGN ASSOCIATES, INC.
P.O. Box 99
McCook, NE 69001

ATTEST

Title

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

ATTEST

Title

EXHIBIT B

DESIGN (Primary Consultant)

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Cost (\$)</u>
Principal	15	\$ 52.36	\$ 785.40
Project Engineer	83	\$ 52.36	\$ 4,345.88
Engineer III	15	\$ 48.46	\$ 726.90
Engineer II	15	\$ 46.15	\$ 692.25
Technician	58	\$ 39.23	\$ 2,275.34
Draftsman/Surveyor	48	\$ 35.91	\$ 1,723.68
Secretary	24	\$ 31.44	\$ 754.56
Architect		\$	\$
Total Direct Salary Costs			\$ 11,304.01

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 188.09 % * \$ 21,261.71

3. Direct Nonsalary Expenses

Travel	50 miles @ .70	\$ 35.00	
Per Diem		\$	
Materials and Supplies		\$ 235.00	
Printing		\$ 104.00	
In-House Testing		\$	
Other - CAD	106 hr. @ \$27.50	\$ 2,915.00	
Total Expenses (Total Item 3)			\$ 3,289.00

4. Subtotal of Items 1, 2, & 3 \$35,854.72

5. Fixed Fee: 12% of Item 4 \$ 3,907.89

6. Subcontract costs- Attach a separate breakout exhibit for each subconsultant. \$

7. Lump Sum Amount - Total Items 4, 5 & 6 \$ 39,762.61

* For Item 2, the Primary consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor. (Not required for subconsultants)

EXHIBIT C

BIDDING PHASE (Primary Consultant)

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Cost (\$)</u>
Principal	2	\$ 52.36	\$ 104.72
Project Engineer	11	\$ 52.36	\$ 575.96
Engineer III	8	\$ 48.46	\$ 387.68
Engineer II		\$	\$
Technician	6	\$ 39.23	\$ 235.38
Draftsman/Surveyor		\$	\$
Secretary	15	\$ 31.44	\$ 471.60
Architect		\$	\$
Total Direct Salary Costs			\$ 1,775.34

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 188.09% * \$ 3,339.24

3. Direct Nonsalary Expenses

Travel	\$	
Per Diem	\$	
Materials and Supplies	\$	
Printing	\$	
In-House Testing	\$	
Other - CAD	\$	
Total Expenses (Total Item 3)		\$

- | | | |
|----|---|-------------|
| 4. | Subtotal of Items 1, 2, & 3 | \$ 5,114.58 |
| 5. | Fixed Fee: <u>12%</u> of Item 4 | \$ 613.75 |
| 6. | Subcontract costs- Attach a separate breakout exhibit for each subconsultant. | \$ |
| 7. | Lump Sum Amount - Total Items 4, 5 & 6 | \$ 5,728.33 |

* For Item 2, the Primary consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.
(Not required for subconsultants)

EXHIBIT D

CONSTRUCTION PHASE (Primary consultant)

Based on estimated 30 Working Days – Plus Close-out and As Builts (Construction Contract Time)

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost (\$)</u>
Principal	12	\$ 52.36	\$ 628.32
Project Engineer	39	\$ 52.36	\$ 2,042.04
Engineer III	5	\$ 48.46	\$ 242.30
Engineer II	17	\$ 46.15	\$ 784.55
Technician	260	\$ 39.23	\$10,199.80
Draftsman/Surveyor	49	\$ 35.91	\$ 1,759.59
Secretary	15	\$ 31.44	\$ 471.60
Architect		\$	\$
Total Direct Salary Costs			\$ 16,285.40

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 188.09 % \$ 30,335.53

3. Out-of-pocket Expenses

Travel		
Commercial - Actual		\$
Vehicle 300 miles @ \$.70 per mile		\$ 210.00
Per Diem - Actual		\$
Materials and Supplies - Actual		\$ 400.00
Printing		\$ 38.00
Other – CAD ___ Hr. @ \$ ___/hr		\$

Total Expenses (Total Item 3) \$ 648.00

4. Subtotal of Items 1, 2, & 3 \$ 47,113.73

5. Contingency - ___% of Item 4 \$

6. Fixed Fee - 12_% of Item 4 \$ 5,575.65

7. Subcontract costs – Attach a separate breakout exhibit for each subconsultant. \$0.00

8. Not-to-Exceed Total (Items 4 through 7) \$52,687.38

ESTIMATED TESTING COSTS (Detailed Estimate Attached) \$6,255.00

EXHIBIT E
CLOSE OUT PHASE

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Cost (\$)</u>
Principal	4	\$ 52.36	\$ 209.44
Project Engineer	14	\$ 52.36	\$ 733.04
Technician	24	\$ 39.23	\$ 941.52
Draftsman/Surveyor	40	\$ 35.91	\$ 1,436.40
Secretary	10	\$ 31.44	\$ 314.40
Others as Appropriate			
		Total Direct Salary Costs	\$ 3,634.80

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 188.09 % * \$ 6,836.70

3. Subtotal of Items 1 & 2 \$ 10,471.50

4. Fixed Fee: 12 % of Item 3 (Direct Non-salary Expenses shall not be included) \$ 1,256.58

5. Direct Non-salary Expenses

Travel	\$	
Per Diem	\$	
Materials and Supplies	\$	
Printing	\$ 60.00	
In-House Testing	\$	
Other – CAD 40 Hr. @ \$27.50 /hr	\$ 1,100.00	
	Total Expenses (Total Item 5)	\$1,160.00

6. Subcontract costs- \$0.00

7. Lump Sum Amount - Total Items 3, 4, 5 & 6 \$ 12,888.07

EXHIBIT F
SPECIAL SERVICES PHASE

1.	<u>Direct Salary Costs</u>			
	<u>Title</u>	<u>Hours</u>	<u>Direct Salary</u> <u>Rate/Hour</u>	<u>Cost (\$)</u>
	Principal	1	\$ 52.36	\$ 52.36
	Project Engineer Engineer III Surveyor/Draftsman Technician			
	Secretary	4	\$ 31.44	\$ 125.76
	Others as appropriate			
			Total Direct Salary Costs	\$ 178.12
2.	<u>Labor and General & Administrative Overhead</u>			
	Percentage of Direct Salary Costs 188.09 % *			\$ 335.03
3.	Subtotal of Items 1 & 2			\$ 513.15
4.	Fixed Fee: <u>12%</u> of Item 3 (Direct Non-salary Expenses shall not be included)			\$ 61.58
5.	<u>Direct Non-salary Expenses</u>			
	Travel		\$ _____	
	Per Diem		\$ _____	
	Materials and Supplies		\$ _____	
	Printing		\$ _____	
	In-House Testing		\$ _____	
	Other		\$ _____	
			Total Expenses (Total Item 5)	\$0.00
6.	Subcontract costs-			\$6255.00
7.	Lump Sum Amount - Total Items 3, 4, 5 & 6			\$6,829.72

ESTIMATE OF SUBCONTRACTOR/ TESTING COSTS

TESTING LABORATORY OR SUBCONTRACTOR: Firm Name Mid-State Engineering and Testing
Address: 2601 E. Hwy 30, Ste. 1
 Kearney, NE 68847

(Personnel charges – Breakout) Admin \$320.00

LIST ALL ANTICIPATED TESTING COSTS.

<u>SERVICE OR TEST</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL COST</u>
Moisture-Density Relationship 4” Mold	1	\$170.00	\$170.00
Moisture Density Relationship 6” Mold	1	\$200.00	\$200.00
Atterberg Limits	1	\$80.00	\$80.00
Percent Passing #200 Sieve	1	\$35.00	\$35.00
Washed Sieve Analysis	3	\$120.00	\$360.00
Concrete Cylinder Compressive Strength	15	\$20.00	\$300.00
Store Spare Cylinder	5	\$10.00	\$50.00
Equipment Mobilization - Trips	10	\$410.00	\$4,100.00
 TOTAL ESTIMATED COST			 \$6,255.00

AIRPORT IFE SERVICES, INC.

115 Blevins Road
Roan Mountain, TN 37687

801-560-6877
AIRPORTIFE.COM

January 15, 2025
Anna Lannin, P.E.
Engineering Division Manager
Nebraska Department of Transportation - Division of Aeronautics
1600 Nebraska Parkway
Lincoln, NE 68502

**RE: Independent Fee Estimate for the McCook Ben Nelson Regional Airport
Construct New Fuel Facility Project
Design, Bidding, Construction and Closeout Services
AIP Project 3-31-0052-20/21**

Dear Ms. Lannin:

Airport IFE Services, Inc. submits this Independent Fee Estimate for Nebraska Aeronautics and the McCook Ben Nelson Regional Airport use. This letter together with the enclosed detailed fee analysis constitutes the completion of work in providing your independent fee estimate. This estimate was based on the Final scope of work received on January 7, 2025.

Fees were estimated for the overall total and subtotals for each task per the Scope of Work guidelines. Please refer to the enclosed spreadsheets with a tabulation of costs and fee breakdown.

Design, Bidding, Construction and Closeout Services	<u>\$204,200.00</u>
Total Estimated Fee - Labor, Subconsultants, and Expenses	\$204,200.00

Fee estimates are based on research for labor, overhead, and associated costs for completing this type of work in the Midwestern United States. Actual costs should be reviewed and assessed for acceptability given local circumstances. Labor costs depend on the company hired as well as credentials and experience of assigned personnel. Given that the overhead costs of doing business are highly variable the audited overhead multiplier should be reviewed and approved.

I am available during and/or after the negotiations with the consultant to review any items which might have questions, comments or require additional analysis.

Airport IFE Services, Inc. thanks you for the opportunity to serve the Nebraska Division of Aeronautics and the McCook Ben Nelson Regional Airport. Please feel free to contact me at 801-560-6877 should you require further assistance.

Sincerely,
AIRPORT IFE SERVICES, INC.

Lewis J Lott

Lewis J Lott, P.E.
Enc.: Independent Fee Estimate

Summary of Phase Costs

Design	\$	39,762.61
Bid	\$	5,728.33
Construction	\$	52,687.38
Close Out	\$	12,888.07
Special Services	\$	6,829.72
Total	\$	117,896.11

Overhead - 2024 1.8809

Fixed Fee 12%

Labor Rates

Principal	\$	52.36	Greg
Project Engineer	\$	52.36	Greg
Engineer III	\$	48.46	April
Engineer II	\$	46.15	Andrew
Technician	\$	39.23	Aaron
Draftsman/Surveyor	\$	35.91	Troy/Jeremy
Secretary	\$	31.44	Tera
Architect	\$	41.54	Matthew

Expenses

Auto per Mile	\$	0.70
Meals- At Cost		
Motel- At Cost		
Materials- At Cost		
Printing- per Page		
8.5 x 11	\$	0.10
11 x 17	\$	0.20
24 x 36	\$	1.00
CAD per Hour	\$	27.50

Construction Cost Estimate

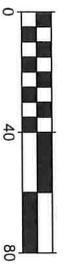
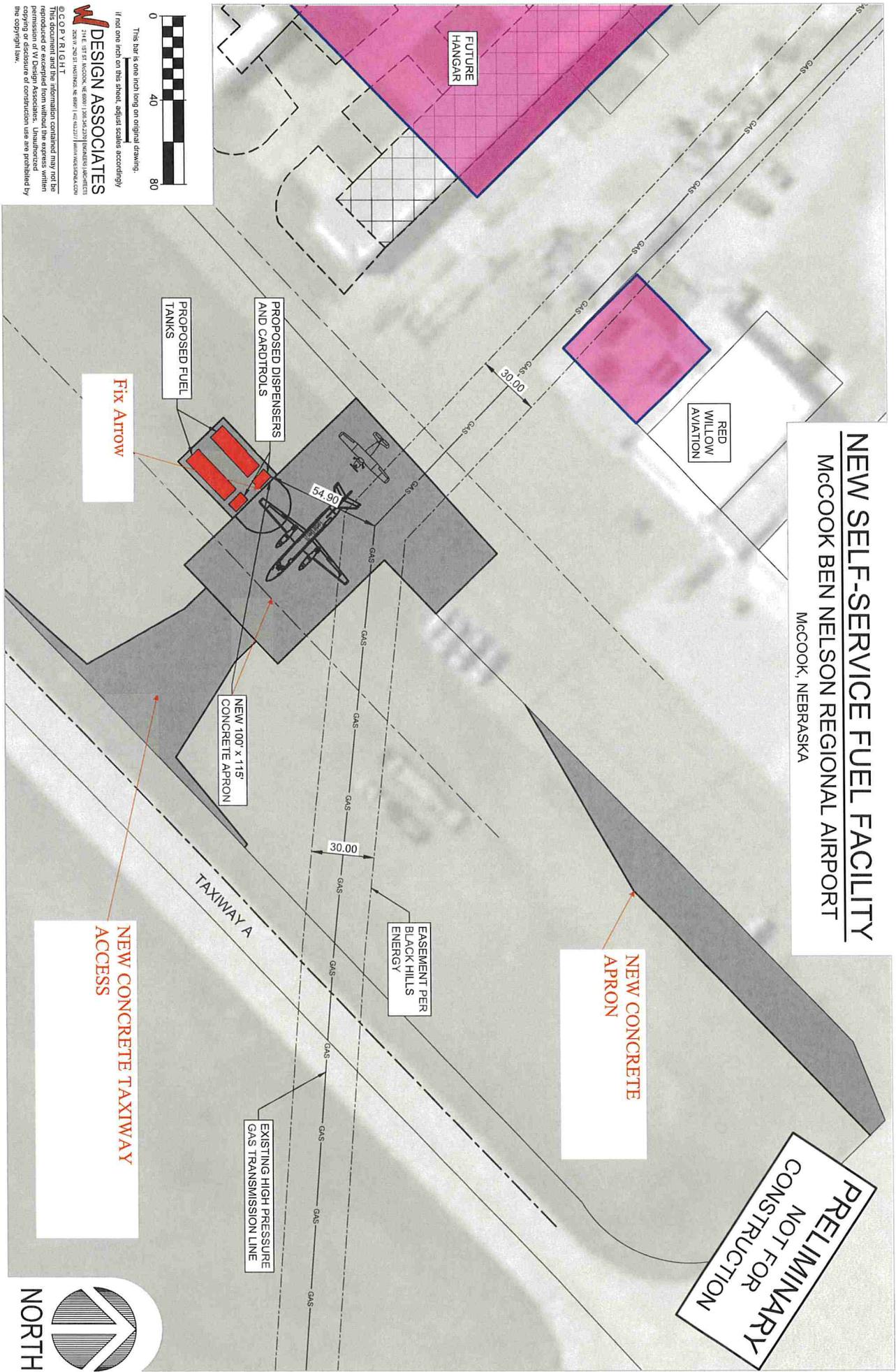
\$ 1,318,150.00

NEW SELF-SERVICE FUEL FACILITY

MCCOOK BEN NELSON REGIONAL AIRPORT

MCCOOK, NEBRASKA

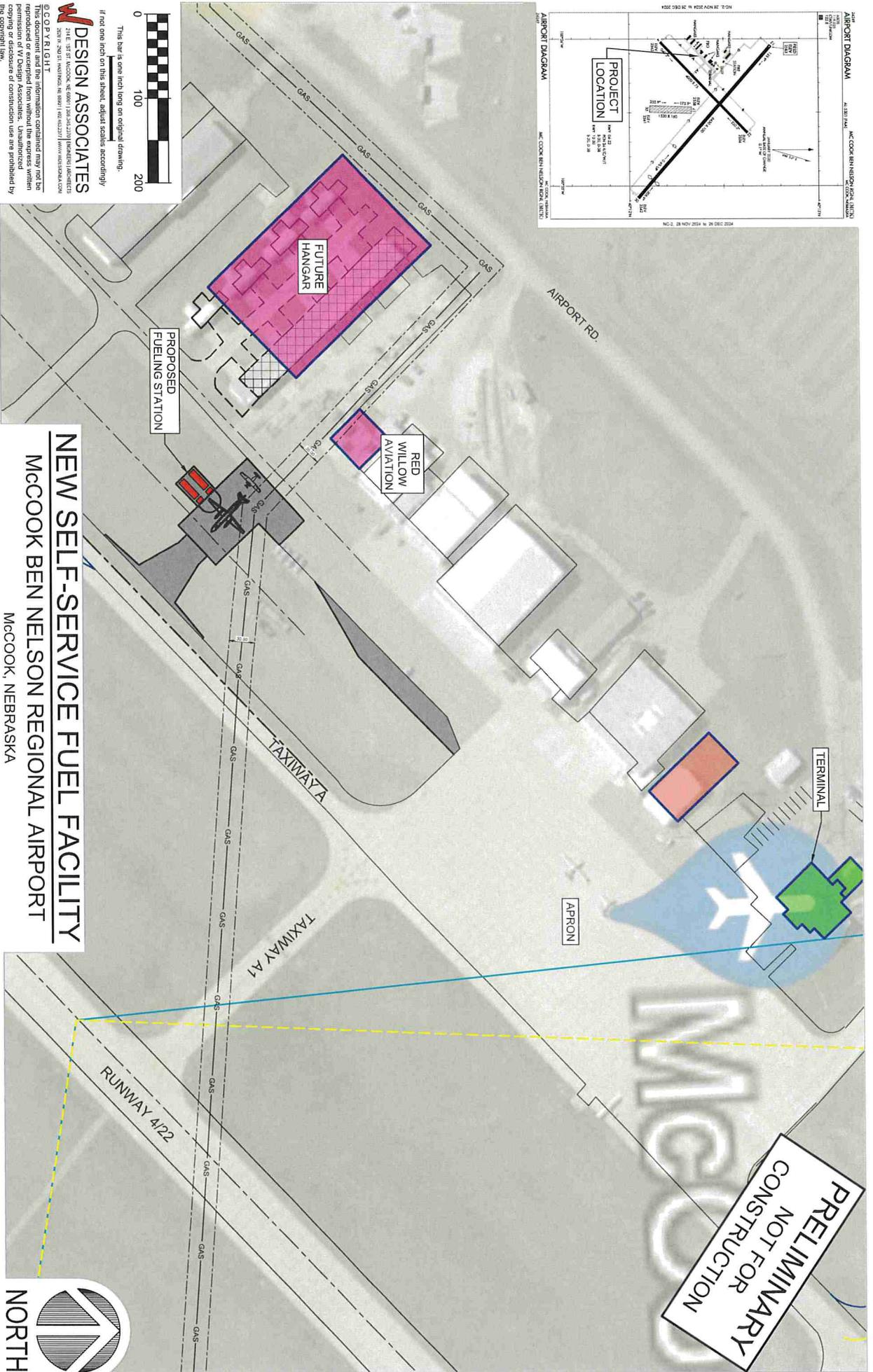
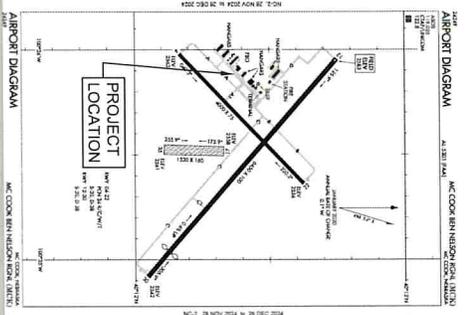
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CONSTRUCTION**



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**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

NEW SELF-SERVICE FUEL FACILITY
 McCOOK BEN NELSON REGIONAL AIRPORT
 McCOOK, NEBRASKA

W DESIGN ASSOCIATES
 1001 W. 10TH STREET, McCOOK, NE 68901
 402.281.4444
 www.wdesignassociates.com

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McCook Planning Commission
Regular Meeting
February 10, 2025
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 Lyons; Commissioners Bradley, Davidson, McDowell, Mockry, Vosburg, Currier.

Absent: Vice Chair Hilker, Commissioners Friehe, Stevens.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on February 6, 2025, 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 Lyons announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review.

1. Approve the minutes of the October 14, 2024 regular Planning Commission meeting.

Motion to approve the minutes of the October 14, 2024 regular Planning Commission meeting. This motion, made by Lyons and seconded by McDowell, passed.

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

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at 806 ½ East 7th Street; legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial 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 Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM)

- property located at 806 ½ East 7th Street; legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial First Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Lyons and seconded by Vosburg, passed.

Bradley: YEA, Currier: YEA, Davidson: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, 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 February 10, 2025 Planning Commission meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing mailed and posted (1 page); Exhibit #4 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #5 - Land Use Action Request Form and attachments (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.

Amanda Trew, applicant, was present to address questions from the Commission.

Discussion included fencing on the back side of the property, how many garages were provided, the request does not change the neighborhood and that it would be compatible with area uses.

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

Bradley: YEA, Currier: YEA, Davidson: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, 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 Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at 806 1/2 East 7th Street; legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial 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, all found that Considerations A - I have been made.

Motion to recommend approval to the City Council the application for a special exception by Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Medium Density

Residential District (RM) - property located at 806 1/2 East 7th Street; legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial First Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied. This motion, made by Chad Lyons and seconded by Vosburg, passed.

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

City Manager Schneider informed the Commission that a meeting of the Comprehensive Plan and Zoning Regulations Review Committee has been scheduled for February 27, 2025 at 6:00 P.M. in the upstairs training room and that there will be a Planning Commission meeting on March 10, 2025.

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 5:30 P.M.

Lea Ann Doak, City Clerk-Treasurer
Recording Secretary

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 4.A Update regarding the sports complex project.

BACKGROUND:

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

APPROVALS:



Nathan A. Schneider, City Manager

January 29, 2025



Lea Ann Doak, City Clerk

January 29, 2025



Tera Koetter, Assistant City Manager

January 29, 2025



Kyle Potthoff, Public Works Director

January 29, 2025

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 MCCOOK CITY COUNCIL MEETING**

4.B. ITEM NO. Continued discussion regarding the user fees for the McCook Aquatic Park for the Summer of 2025.

BACKGROUND:

Following the last council meeting, staff began working on setting the user fees for the McCook Aquatic Park for the Summer of 2025. During staffs' deliberations, it was determined it may be a good idea to bring this item back as a discussion one more time before finalizing the fees.

Attached to this report are the proposed user fees.

APPROVALS:



Nathan A. Schneider, City Manager

February 13, 2025



Lea Ann Doak, City Clerk

February 13, 2025



Kyle Potthoff, Public Works Director

February 13, 2025



Tera Koetter, Assistant City Manager

February 13, 2025

COUNCIL SUGGESTED

Daily Admissions

Age 0 - 4	Free
Age 5 - 17	\$4 or \$5
Age 18 - 54	\$6 or \$7
Age 55 and over	\$4 or \$5
Family Day Pass	\$15 or \$20
Lap Swimming	\$3

Season Passes

Individual	\$60 or \$70
Family 3 to 4 people	\$150
Family 5 or more	\$200
Babysitter pass	\$40
Lap Swimming	\$45

Grandparents Pass
Discounted Pass

PROPOSED

Daily Admissions

Age 0 - 4	Free
Age 5 - 17	\$4
Age 18 and over	\$6
Family Day Pass	\$15
Lap Swimming/Water Walking	\$3

Season Passes

Individual	\$70
Family 3 to 4 people	\$150
Family 5 or more	\$200
Babysitter/Grandparents pass with purchase of individual or family season pass	\$40
Lap Swimming/Water Walking	\$45

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 CITY COUNCIL MEETING**

ITEM: 4.C.

Approve Ordinance No. 2025-3095 amending the City of McCook Code of Ordinances, Title IX, Chapter 91 - "Fire Prevention; Fireworks; Poisonous or Flammable Gas; Explosives", Section 91.37 - Prerequisites and Qualifications for Issuance of Sales Permit and Section 91.43 - Discharge of Fireworks Generally on its third and final reading.

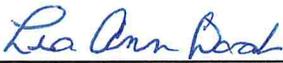
BACKGROUND:

Please refer to the attached City Manager's Report prepared for the January 20, 2025 meeting.

No comments have been received by staff.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

February 13, 2025

CITY MANAGER'S REPORT
JANUARY 20, 2025, CITY COUNCIL MEETING

ITEM # 4.E.

RECOMMENDATION:

Introduce and approve upon its first reading Ordinance No. 2025-3095 providing for the amendment of TITLE IX, Chapter 91, § 91.37 PREREQUISITES AND QUALIFICATIONS FOR ISSUANCE OF SALES PERMIT (A) (1); and § 91.43 DISCHARGE OF FIREWORKS GENERALLY, increasing the firework permit fee and changing the dates and times of the discharge of fireworks generally.

BACKGROUND:

The current firework ordinance contains dates and times that can be confusing and conflicting with each other. To simplify the ordinance and address the current firework permit fee that was last updated in October of 2012, city staff are proposing two changes to the ordinance.

Chapter 91, § 91.37 Prerequisites and Qualifications for Issuance of Sales Permit states under (A) that Any person making application for a permit required by § 91.36 shall (1) Pay to the city the sum of \$75 for each selling period per § 91.36 (A) (1) Pay to the city the sum of \$75 for each selling period per § 91.36 (A) which sum shall be retained by the city as an occupation tax. Based on an updated comparison to comparable communities, we are recommending changing this fee to \$150.

The second recommended change addresses § 91.43 Discharge of Fireworks Generally. City staff is proposing to change the dates to between the hours of 8:00 a.m. and 10:00 p.m. on June 28 through and including July 2, between the hours of 8:00 a.m. and 11:59 p.m. on July 3 and 4, and between the hours of 8:00 a.m. and 10:00 p.m. on December 28 through and including December 30, and between the hours of 8:00 a.m. December 31 and 1:00 a.m. January 1. This recommendation would align the discharge of fireworks and the sale of fireworks to the same dates. It also removes the use of fireworks on July 5.

A recent review of our ordinance indicated that McCook was the only community that allowed fireworks to be discharged on July 5.

§ 91.43 does state that a person may discharge fireworks at times other than those times designated in this division upon obtaining a permit to do so, which permit shall be issued by the Fire Chief of the Fire Department. However, there were to time constraints on the application. Therefore, we are proposing to add The permit issued shall allow the use of fireworks between the hours of 8:00 a.m. and 11:00 p.m.

**CITY MANAGER'S REPORT
JANUARY 20, 2025, CITY COUNCIL MEETING**

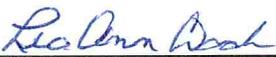
PAGE 2

**FISCAL
IMPACT: None**

RECOMMENDATION:

Introduce and approve upon its first reading Ordinance No. 2025-3095 providing for the amendment of TITLE IX, Chapter 91, § 91.37 PREREQUISITES AND QUALIFICATIONS FOR ISSUANCE OF SALES PERMIT (A) (1); and § 91.43 DISCHARGE OF FIREWORKS GENERALLY, increasing the firework permit fee and changing the dates and times of the discharge of fireworks generally.

APPROVALS:



Lea Ann Doak, City Clerk

1/14/25
Date



Tera Koetter, Asst. City Manager

1/14/2025
Date



Marc A. Harpham, Fire Chief

14 Jan 2025
Date



Nate Schneider, City Manager

1-14-25
Date

§ 91.35 DEFINITION.

For the purpose of this chapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

FIREWORKS. Any composition or device designed for the purpose of producing a visible or audible effect by combustion, deflagration or detonation, and which meets the definition of common or special fireworks set forth by the United States Department of Transportation in Title 49, Code of Federal Regulations.

(Prior Code, § 7-401) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010)

§ 91.36 PERMIT REQUIRED FOR RETAIL SALE.

(A) It shall be unlawful for any person to sell, hold for sale, or offer for sale as a distributor, jobber, or retailer any fireworks without first obtaining a license from the State Fire Marshal for that calendar year. Licensed vendors shall only sell fireworks which have been approved by the State Fire Marshal and such permissible fireworks may be sold at retail June 28 through July 4 during the hours of 8:00 a.m. to 10:00 p.m. and December 28 through December 31 during the hours of 8:00 a.m. and 10:00 p.m.

(B) It shall be unlawful for any person to sell or offer to sell at retail within the city any fireworks, as defined and permitted under the statutes of the state, without having first secured a permit from the City Clerk.

(Prior Code, § 7-402) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010) Penalty, see § [91.99](#)

§ 91.37 PREREQUISITES AND QUALIFICATIONS FOR ISSUANCE OF SALES PERMIT.

(A) Any person making application for a permit required by § [91.36](#) shall:

(1) Pay to the city the sum of ~~\$75~~ **\$150** for each selling period per § [91.36](#)(A) which sum shall be retained by the city as an occupation tax;

(2) File with the Fire Chief a written statement giving the location of the retail outlets;

(3) File with the Fire Chief all applications for permits by June 20 of the year for which the applicant wishes the permit to sell in June and July and by December 20 of the year for which the applicant wishes the permit to sell in December and January; and

(4) Provide to the Fire Chief the manner of storage for their fireworks and the location of the storage place.

(B) No person under the age of 19 years shall be granted a permit.

(C) A past record of violations may result in the denial of a permit. This determination is to be made by the Fire Chief or his or her designee.

(D) All firework stands must be provided with at least one fire extinguisher which is approved by the Fire Chief or his or her designee.

(Prior Code, § 7-403) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010)

§ 91.38 TERM OF SALES PERMIT; TRANSFER; DAYS AND HOURS OF SALE.

(A) The permit required by § [91.36](#), when issued by the Fire Chief, shall be valid beginning June 28 at 8:00 a.m. and ending July 4 at 10:00 p.m. of the year of issue, and shall not be transferable. A second permit will be required for the sale of fireworks during the second period of December 28 through December 31. This permit shall be valid beginning December 28 at 8:00 a.m. and ending December 31 at 10:00 p.m. of each year of issue, and shall not be transferable.

(B) Fireworks may be sold June 28 through July 4 during the hours of 8:00 a.m. to 10:00 p.m. and December 28 through December 31 during the hours of 8:00 a.m. to 10:00 p.m.

(Prior Code, § 7-404) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010)

§ 91.39 PUBLIC DISPLAYS.

Public exhibitions or displays of discharging fireworks may be conducted without a sales permit, but shall be conducted according to rules and regulations prescribed by the State Fire Marshal in cooperation with the City Fire Chief. Where supervisors are required, the sponsor of the exhibition or display shall hire or engage the services of supervisors, who shall be approved by the City Fire Chief.

(Prior Code, § 7-405) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010)

§ 91.40 PERSON IN CHARGE OF STAND.

Any licensed fireworks stand or firm engaged in the sale of fireworks shall have a person age 16 years or older in charge of the sale of fireworks and on the stand premises at all times.

(Prior Code, § 7-406) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010)

§ 91.41 PERMITTED FIREWORKS; PROHIBITED FIREWORKS; TEMPORARY BAN.

(A) *Generally.* It shall be unlawful for any person to ignite or cause to be exploded fireworks or firecrackers of any description whatsoever, except as defined and permitted under the statutes of the state.

(B) *Exceptions.* The provisions of this section shall not apply to any fireworks to be used for the purpose of public exhibitions or display under the authorization of the governing body, or to fireworks furnished for agricultural purposes pursuant to written authorization from the State Fire Marshal.

(C) *Temporary ban prohibiting the use of permissible fireworks.* If the use of permissible fireworks within the city during the current and forecasted weather conditions creates a very high risk of fire danger within the city and areas surrounding the city that represents an unacceptable risk to the public's health, safety and welfare, the McCook City Council may issue a temporary ban that prohibits the discharge of all fireworks. This decision will be based on current and forecasted weather conditions and Red Flag Warnings after consultation with the Fire Chief and/or his or her representative.

(1) This temporary ban shall not however, apply to the possession, storage or sale of permissible fireworks, which activities shall continue to be legal as currently authorized in accordance with the applicable provisions of this Fire Code.

(2) Nothing herein shall be deemed to prohibit an annual Fourth of July professional fireworks display by the City of McCook or duly authorized agent/organization/or individual.

(D) *Penalty.* Violations of this section shall be enforced, cited, prosecuted and punished as misdemeanor offenses in accordance with § [91.99](#)(A). In addition, the remaining and undischarged permissible fireworks in possession of a person cited for a violation under this section may be seized, subject to any Fourth Amendment requirements, by the City Police Department as evidence and, if the person cited is convicted of the violation, the Court may order the seized permissible fireworks to be destroyed as contraband by the McCook Police Department.

(Prior Code, § 7-407) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2012-2886, passed 11-19-2012) Penalty, see § [91.99](#)

§ 91.42 THROWING FIRECRACKERS.

It shall be unlawful for any person to throw any firecracker, or any object which explodes upon contact with another object, from or into a motor vehicle, onto any street, highway, or sidewalk, at or near any person, into any building, or into or at any group of persons. It shall further be unlawful to discharge fireworks within 100 feet of a fireworks stand.

(Prior Code, § 7-408) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010) Penalty, see § [91.99](#)

§ 91.43 DISCHARGE OF FIREWORKS GENERALLY.

Permitted days and hours. Fireworks may be discharged only during the period of time between the hours of 8:00 a.m. and 10:00 p.m. on June 28 through and including July 2, between the hours of 8:00 a.m. and 11:59 p.m. on July 3 and 4, ~~between the hours of 8:00 a.m. and 11:00 p.m. July 5,~~ and between the hours of 8:00 a.m. and 9:00 10:00 p.m. on December 28 through and including December 30, and between the hours of 8:00 a.m. December 31 and 1:00 a.m. January 1. A person may discharge fireworks at times other than those times designated in this division upon obtaining a permit to do so, which permit shall be issued by the Fire Chief of the Fire Department. **The permit issued shall allow the use of fireworks between the hours of 8:00 a.m. and 11:00 p.m.**

A person commits the offense of discharging fireworks if he/she discharges fireworks except during the periods and times as specified above.

ORDINANCE NO. 2025-3095

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 91, ENTITLED "FIRE PREVENTION; FIREWORKS; POISONOUS OR FLAMMABLE GAS; EXPLOSIVES" IN TITLE IX "GENERAL REGULATIONS", SECTION 91.37 - PREREQUISITES AND QUALIFICATIONS FOR ISSUANCE OF SALES PERMIT AND SECTION 91.43 - DISCHARGE OF FIREWORKS GENERALLY, AMENDING THE PERMIT FEE AND THE DATES AND TIMES OF DISCHARGE; 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 91, Section 91.37 - Prerequisites and Qualifications for Issuance of Sales Permit, is hereby amended to read as follows:

§ 91.37 PREREQUISITES AND QUALIFICATIONS FOR ISSUANCE OF SALES PERMIT.

(A) Any person making application for a permit required by § 91.36 shall:

(1) Pay to the city the sum of ~~\$75~~ **\$150** for each selling period per § 91.36 (A) which sum shall be retained by the city as an occupation tax and set out in Chapter 38, Fee Schedule - Appendix I;

(2) File with the Fire Chief a written statement giving the location of the retail outlets;

(3) File with the Fire Chief all applications for permits by June 20 of the year for which the applicant wishes the permit to sell in June and July and by December 20 of the year for which the applicant wishes the permit to sell in December and January; and

(4) Provide to the Fire Chief the manner of storage for their fireworks and the location of the storage place.

(B) No person under the age of 19 years shall be granted a permit.

(C) A past record of violations may result in the denial of a permit. This determination is to be made by the Fire Chief or his or her designee.

(D) All firework stands must be provided with at least one fire extinguisher which is approved by the Fire Chief or his or her designee.

(Prior Code, § 7-403) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010)

Section 2. The City of McCook Code of Ordinances Chapter 91, Section 91.43 - Discharge of Fireworks Generally, is hereby amended to read as follows:

§ 91.43 DISCHARGE OF FIREWORKS GENERALLY.

Permitted days and hours. Fireworks maybe discharged only during the period of time between the hours of **8:00 a.m. and 10:00 p.m. on June 28 through and including July 2, between the hours of 8:00 a.m. and 11:59 p.m. on July 3 and 4, 8:00 a.m. and 11:00 p.m. on June 23 through and including July 3, between the hours of 8:00 a.m. and 11:59 p.m. on July 4, between the hours of 8:00 a.m. and 11:00 p.m. July 5,** and between the hours of 8:00 a.m. and ~~9:00~~ **10:00** p.m. on December 28 through and including December 30, and between the hours of 8:00 a.m. December 31 and 1:00 a.m. January 1. A person may discharge fireworks at times other than those times designated in this division upon obtaining a permit to do so, which permit shall be issued by the Fire Chief of the Fire Department. **The permit issued shall allow the use of fireworks between the hours of 8:00 a.m. and 11:00 p.m.** A person commits the offense of discharging fireworks if he/she discharges fireworks except during the periods and times as specified above.

(Ord. 2007-2801, passed 11-5-2007; Ord. 2009-2833, passed 11-2-2009; Ord. 2010-2846, passed 12-6-2010) Penalty, see § 91.99

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in pamphlet form or posting as required by law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2025.

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

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM 4.D. Discussion regarding property located at 1107 West 4th Street.

BACKGROUND:

In 2019, a fire destroyed the residential property located at 1107 West 4th Street. Subsequently, the City of McCook abated the nuisance pursuant to the McCook Code of Ordinance's requirements for unsafe buildings. Since that time discussions have been held by the City Council to determine the best way forward with the property. Due to the fact that the City of McCook did not own the property, no official action was taken.

On October 10, 2024, a Sheriff's Deed was issued after confirmation of the sale occurred, as is required by Nebraska law and a served as a condition precedent for the conveyance to the City of McCook. Now that the City of McCook officially owns the property, it is the City's responsibility to maintain it.

The City of McCook is unable to provide maintenance service for all nuisance properties located within the corporate limits. The City's public works department is busy mowing and maintaining its own property, additional responsibilities would require the addition of new employees and equipment, putting extra burden on McCook's property tax payers.

On the flip side, the City of McCook has expended the following funds to alleviate a private property's nuisance issues:

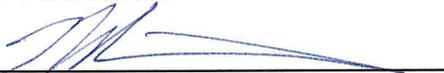
- \$7,900.00 - ACE Funds to Demolish House
 - \$765.00 - ACE Funds for Asbestos Inspection
 - \$1,100 - General Funds for Legal and Publishing Costs
 - \$5,561.60 - Enterprise Funds for Transfer Station Charges
-

- \$15,326.60 - Total of McCook's Special Assessment to Abate a Private Nuisance

The question becomes, how does the City of McCook wish to proceed with the property. The City of McCook will never receive a purchase offer that will equal the amount of McCook's special assessment. On the other hand, the City of McCook cannot continue to spend taxpayer funds on a private property issue.

Staff requests direction from the City Council on how to proceed.

APPROVALS:



Nathan A. Schneider, City Manager

February 12, 2025



Lea Ann Doak, City Clerk

February 12, 2025

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 MCCOOK CITY COUNCIL MEETING**

4.E.

ITEM NO. ___ Accept a check from the Public Alliance for Community Energy (ACE) in the amount of \$20,932 and receive and file a presentation from Gene Weedon regarding an ACE update.

BACKGROUND:

The Public Alliance for Community Energy (ACE) is awarding the City of McCook a check in the amount of \$20,932 from its revenue return fund. This money may be utilized for community purposes. Council Member Gene Weedon, serves as the City of McCook's representative for ACE. Mr. Weedon will provide an update regarding ACE and upcoming natural gas selection information.

RECOMMENDATIONS:

ITEM NO. ___ Accept a check from the Public Alliance for Community Energy (ACE) in the amount of \$20,932 and receive and file a presentation from Gene Weedon regarding an ACE update.

APPROVALS:



Nathan A. Schneider, City Manager

February 12, 2025



Lea Ann Doak, City Clerk

February 12, 2025



Heating homes.
Powering communities.



February 3, 2025

Greetings!

At the January 22, 2025, ACE Board of Directors meeting, **the Board voted to distribute \$400,000 to its membership.** Because of this action, McCook will either receive a check or an ACH transaction in the amount of \$20,932 which represents your community's share of the ACE distribution for Fiscal Year 2024-2025. It is yours to use as you wish.

Enclosed you will find a presentation check and press release. Feel free to personalize it with details of any specific projects funded completely or in part by this distribution. No matter how big or small your project may be, it impacts your community. The world needs more good news!

We would love to hear about it too! ACE will once again accept nominations for the annual Project of the Year Awards which focus on community projects made possible with the help of the Revenue Return program. Communities have a chance to win \$200 for future community betterment projects. I have included details about the program as well as a nomination form. I am excited to see everyone's projects.

On a related note, the ACE Board voted to change the revenue return formula to further incentivize the membership to choose ACE. For this distribution, members who do not have ACE as supplier for their municipal accounts shared in 45 percent of the volume-based funds of this revenue return. Going forward, the share of volume-based funds going to members who do not choose ACE will reduce to just 5 percent. Choosing ACE for your municipal accounts means you will share in 95-100 percent of the volume-based funds included in the next distribution. This policy change will not take effect until after the Selection Period in April 2025, allowing you time to choose ACE for all your municipal accounts and maximize the funds returned to your community the next time the Board approves a member distribution.

Thank you for all you do in support and promote ACE.

Best Regards,

A handwritten signature in black ink that reads "Beth Ackland".

Beth Ackland
Director of Gas Operations

Enclosures



*Public Alliance for
Community Energy*

Press Release

FOR IMMEDIATE RELEASE
February 2025

Contact: Communications Dept.
(800) 234-2595

ACE Board approves \$400,000 distribution to Nebraska member communities

ACE, the Public Alliance for Community Energy, is distributing \$20,932 to the **City of McCook** as its share of \$400,000 being distributed through ACE's revenue return program to the 75 Nebraska member communities of the not-for-profit, community-owned natural gas commodity supplier.

Through the program, the ACE board of directors may vote to return revenue to its member communities. The board approved the distribution at its January board meeting. Since forming in 1998, ACE has returned more than \$4 million to its Nebraska member communities, including \$224,019 to McCook. The funds are used in various ways to benefit each ACE member community, including helping fund community recreational projects, community swimming pools and park improvements.

ACE was formed in 1998 by Nebraska communities to provide competition in the Nebraska Choice Gas program while retaining local control and striving to keep revenue in Nebraska's ACE member communities. ACE also serves as an advocate for Choice Gas customers.

The 2025 Nebraska Choice Gas program selection period will run from April 3 through April 23. During this period, customers can choose a competitive natural gas commodity price and pricing option online at www.ACEenergy.org or by calling ACE at (800) 454-4759. Selection forms will be mailed out to all eligible customers prior to the start of the selection period.

Learn more about ACE, its support of Nebraska communities, and role in the Nebraska Choice Gas program at www.ACEenergy.org.

	ACE REVENUE	PROJECTS	INTEREST
ACE Revenue Sharing 1st Pay	\$ 8,000.00		
ACE Revenue Sharing FY03/04	\$ 15,870.61		
ACE Revenue Sharing FY04/05	\$ 2,107.63		
ACE Revenue Sharing FY06/07	\$ 9,617.05		
ACE Revenue Sharing FY08/09	\$ 8,858.97		
ACE Revenue Sharing FY11/12	\$ 7,813.38		
ACE Revenue Sharing FY12/13	\$ 10,428.39		
ACE Revenue Sharing FY13/14	\$ 4,776.90		
ACE Revenue Sharing FY14/15	\$ 7,915.67		
ACE Revenue Sharing FY15/16	\$ 10,879.96		
ACE Revenue Sharing FY16/17	\$ 10,825.02		
ACE Revenue Sharing FY17/18	\$ 12,586.68		
ACE Revenue Sharing FY18/19	\$ 14,104.00		
ACE Revenue Sharing FY19/20	\$ 19,800.00		
ACE Revenue Sharing FY20/21	\$ 19,652.00		
ACE Revenue Sharing FY21/22	\$ 9,078.00		
ACE Revenue Sharing FY22/23	\$ 10,760.00		
ACE Revenue Sharing FY23/24	\$ 20,013.00		
ACE Revenue Sharing FY24/25	\$ 20,932.00		
Accrued Interest thru 9/30/24			\$ 6,958.72
Accrued Interest thru 12/31/24			\$ 282.00

PROJECTS COMPLETED

Playground Equipment	\$ (8,000.00)
Band Shell Restoration	\$ (36,487.09)
Skate Park	\$ (5,416.16)
Auditorium Feasibility Study	\$ (6,600.00)
Excavation 1107 W 4	\$ (7,900.00)
Asbestos Inspection 1107 W 4	\$ (765.00)
Public Transit Bus/City Match	\$ (5,838.50)
Stage Curtains	\$ (21,500.00)
Flex Barrier	\$ (757.00)
Chamber of Commerce FY19/20	\$ (2,000.00)
Chamber of Commerce FY20/21	\$ (1,117.80)
Rural Workforce Housing	\$ (25,000.00)
Norris Alley Project	\$ (10,000.00)
Chamber of Commerce FY21/22	\$ (6,960.00)
Police Body Cameras	\$ (12,000.00)
Chamber FY22/23	\$ (5,389.00)
Chamber FY23/24	\$ (6,000.00)
Creative Distract FY23/24	\$ (20,000.00)
Chamber FY24/25	\$ (3,007.50)

BALANCE 12/31/2022 \$ 224,019.26 \$ (184,738.05) \$ 7,240.72 \$ 46,521.93