

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, April 21, 2025
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

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

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
 - A. Conduct a public hearing on the application of Fresh Foods Central, Inc.; dba "Fresh Foods", for a Class "C" - (Beer, Wine, Distilled Spirits, On and Off Sale) license under the Nebraska Liquor Control Commission, to be located at 212 Westview Plaza, McCook, Nebraska.
 1. Adjourn the Public Hearing.
 - B. Recommend approval to the Nebraska Liquor Control Commission the application of Fresh Foods Central, Inc.; dba "Fresh Foods", for a Class "C" - (Beer, Wine, Distilled Spirits, On and Off Sale) license under the Nebraska Liquor Control Commission, to be located at 212 Westview Plaza, McCook, Nebraska.
 - C. Public Hearing - Regarding a request from the City of McCook to approve the final plat which serves as a permanent step in the creation of Walters First Addition, an Addition to the City of McCook, Red Willow County, Nebraska.
 1. Adjourn the Public Hearing.
 - D. Adopt Resolution No. 2025-08 providing for the approval of the final plat for the establishment of Walters First Addition, an Addition to the City of McCook, Red Willow County, Nebraska.
 - E. Update and discussion regarding the City of McCook's progress on a new Comprehensive Plan, Zoning Regulations, and Subdivision Regulations.
3. Proclamations
 - A. Approve the proclamation designating April 25, 2025 as "Arbor Day" in the City of McCook and authorize the Mayor to sign.

4. Consent Agenda.

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

- A. Approve the minutes of the April 7, 2025 regular City Council meeting.
- B. Approve the request from the McCook Creative District to close Norris Avenue from the north side of "D" Street to the south side of "E" Street on May 15, June 19, July 17, August 21, September 18, and October 16, from 4:00 P.M. to 10:00 P.M., for their Third Thursday Events.
- C. Accept the minutes of the January 21, 2025 Senior Center Advisory Board and the April 14, 2025 Planning Commission meeting.
- D. Receive and file the claims for the month of March 2025, published April 15, 2025.
- E. Approve a First Addendum to the lease between the City of McCook and Southwest Nebraska Family Resource Center for additional portions of the old public safety center located at 526 West "B" Street.
- F. Approve Resolution No. 2025-09 approving the Sourcewell Coperative Purchasing Program Participation Agreement.

5. Regular Agenda.

- A. Approve an agreement between the City of McCook and Mammoth Sports Construction, LLC for the construction of the Gerald L. Walters Youth Sports Complex.
- B. Consider Ordinance No. 2025-3100 amending the City of McCook Code of Ordinances Chapter 34, entitled "Purchasing Regulations", Subchapter "Purchasing Procedure" in Title III, "Administration", by amending the purchasing limit to \$50,000 to harmonize with state law.
 - 1. Chairperson asks Clerk to read Ordinance No. 2025-3100 by title.
 - 2. Consider approval of Ordinance No. 2025-3100 upon its third and final reading.
 - 3. Chairperson declaration after vote and passage, if approved.
- C. Council Comments.

Adjournment.

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that Fresh Foods Central, Inc.; dba "Fresh Foods", has filed an application for a Class "C" License - (Beer, Wine, Distilled Spirits, On and Off Sale), under the Nebraska Liquor Control Commission, to be located at 212 Westview Plaza, McCook, Nebraska.

All persons desiring to give evidence before the McCook City Council in support of or protest against the issuance of such license may do so at the time of this hearing to be held Monday, April 21, 2025 at 5:30 P.M., C.D.S.T.; in the City Council Chambers, 505 West "C" Street, McCook, Nebraska.

-s- Lea Ann Doak
City Clerk

Publish: April 11, 2025.

EXHIBIT - #2

PAGE(S) - 1



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 85642

LICENSE TYPE

Class C Beer, Wine, Spirits On
and Off Sale

APPLICATION DATE RECEIVED

2025-03-20

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Fresh Foods Central Inc

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Fresh Foods

CORPORATE NUMBER

INCORPORATION DATE

2025-02-24

CORRESPONDENCE ADDRESS

212 Westview Plaza
McCook, NE 69001

MAILING ADDRESS

212 Westview Plaza
McCook, NE 69001

PHYSICAL ADDRESS

212 Westview Plaza
McCook, NE 69001

CONTACT NAME

Ben Dishman

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(308) 641-4188

ALTERNATE PHONE

(308) 641-5379

EXHIBIT - #3

PAGE(S) - 44

FAX

EMAIL

bendishman@hotmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Ben Dishman	President	Fresh Foods Inc	50
Kerri Dishman	Vice President	Fresh Foods Inc	50

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 122060 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)
GARY'S SUPER FOODS IV (SUHR ENTERPRISES INC)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Grocery Store - All sizes

PREMISES NAME

Fresh Foods

OPERATOR

Erin Werkmeister

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2029-05-31

PHYSICAL ADDRESS

212 Westview Plaza
McCook, NE 69001

MAILING ADDRESS

CONTACT NAME

Ben Dishman

PREFERRED CONTACT METHOD

Email

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(308) 641-4188

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(308) 641-5379

FAX

EMAIL

bendishman@hotmail.com

PREMISES MANAGER

Erin Werkmeister

PREMISES MANAGER EMAIL

garysmccook@gmail.com

QUESTIONS

Class C Beer, Wine, Spirits On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

197Lx193W

one floor

3. Is there an outdoor area?

*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

No

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

single floor

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license?

No

9. What date do you intend to open for business?

3/31/25

10 What are the anticipated hours of operation?

7am-9pm everyday

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

Yes

Spartan Nash

12 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

No

13 Is anyone listed on this application a law enforcement officer?

No

14 List the primary bank and/or financial institution to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

NebraskaLand Bank

Erin Werkmeister

Ben Dishman

Kerri Dishman

Troy Werkmeister

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Beverage training

We have 3 current liquor licenses in nebraska

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

19 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

Fresh Foods Mitchell Inc, 1420 Center Ave Mitchell, NE #126366

Fresh Foods Inc, 1270 10th St, Gering, NE #096972

Fresh Foods York Inc, 311 N Lincoln Ave York, NE #125607

20 Has the premises location been previously licensed within the last 2 years?

Yes

21 Are you applying for a Temporary Operating Permit?

Yes

(document uploaded)

22 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Erin Werkmeister

23 What is the manager's address?

809 East 1st

McCook, NE 69001

24 What is the manager's phone number?

308-345-7711

25 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Red Willow

26 What is the manager's email address? An email will be sent to them to obtain their personal information.

werkmeistererin@gmail.com

27 Is the manager married?

Yes

Troy Werkmeister

troyworkmeister@gmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	business plan (2).pdf	
Lease / Deed / Purchase Agreement	McCook Lease.pdf	
Lease / Deed / Purchase Agreement	APA.pdf	
Temporary Operating Permit (TOP)	TOP.pdf	
Privacy Act Statement	privacy act mccook.pdf	
Premises Description & Diagram	McCook Diagram.pdf	

APPLICANT

Ben Dishman

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

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



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Additional Information Requested

File Number: 85642

LICENSE TYPE

Class C Beer, Wine, Spirits On
and Off Sale

ADDITIONAL INFORMATION DATE
RECEIVED

2025-03-21

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Fresh Foods Central Inc

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Fresh Foods

CORPORATE NUMBER

INCORPORATION DATE

2025-02-24

CORRESPONDENCE ADDRESS

212 Westview Plaza
McCook, NE 69001

MAILING ADDRESS

212 Westview Plaza
McCook, NE 69001

PHYSICAL ADDRESS

212 Westview Plaza
McCook, NE 69001

CONTACT NAME

Ben Dishman

PREFERRED CONTACT METHOD

Email

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CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
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ADDITIONAL INFORMATION

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LICENSE

License 122060 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)
GARY'S SUPER FOODS IV (SUHR ENTERPRISES INC)

ADDITIONAL INFORMATION REQUESTED

Please upload the following items into POSSE

1. The lease uploaded is just an assignment, we need a copy of the original lease.
2. There is no effective date on the assignment.
3. There is no effective date on the purchase agreement.
4. The corporation's name is wrong on the purchase agreement please update it to "Fresh Foods Central Inc"

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	McCook Lease 01192016.pdf	
Lease / Deed / Purchase Agreement	mccook assumption.pdf	
Lease / Deed / Purchase Agreement	Asset Purchase Agreement.pdf	
Lease / Deed / Purchase Agreement	McCook Lease 01192016.pdf	
Lease / Deed / Purchase Agreement	mccook assumption.pdf	
Lease / Deed / Purchase Agreement	Asset Purchase Agreement.pdf	
Lease / Deed / Purchase Agreement	McCook Lease 01192016.pdf	
Lease / Deed / Purchase Agreement	mccook assumption.pdf	
Lease / Deed / Purchase Agreement	Asset Purchase Agreement.pdf	

APPLICANT

Ben Dishman

APPLICATION FOR TEMPORARY OPERATING PERMIT

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

Name of current licensee (seller): G SUHR ENTERPRISES INC

Name of applicant (buyer): FRESH FOODS CENTRAL INC

On this date 2/12/25 (date) buyer and seller entered into a contract for sale of the alcohol

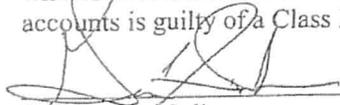
related business known as: GARYS SUPER FOODS
(Name of business currently licensed)

Located at:

212 WESTVIEW PLAZA (Street Address) MCCOOK (City) NE 69001 (Zip Code)

Requested effective date of Temporary Operating Permit: 3/30/25 (date)

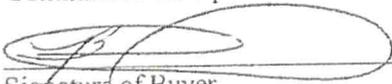
Seller hereby declares that they have no outstanding balances on all accounts with all Nebraska licensed wholesalers under Revised Section 53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.


Signature of Seller

LORRY SUHR
Printed Name

3-11-25
Date

Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee subject to approval by the Nebraska Liquor Control Commission for a period not to exceed 90 days.


Signature of Buyer

BEN DISTMANN
Printed Name

3/11/25
Date

Business Plan for Purchasing Gary's Super Foods A grocery store with liquor sales

Executive Summary

This business plan outlines the acquisition and operation of an established grocery store that includes liquor sales. The store is strategically located in a high traffic area, serving a diverse customer base with grocery essentials, fresh produce, and a well stocked liquor section. The goal is to enhance operations, improve profitability, and expand the product selection to meet customer demand.

Business Description

Gary's Super Foods will become Fresh Foods and operates as a full service retailer, offering fresh produce, dairy, meat, dry goods, and alcoholic beverages. The liquor section includes beer, wine, and spirits, catering to both everyday shoppers and those purchasing for special occasions. The store benefits from a loyal customer base and a prime location that ensures steady foot traffic.

Business Objectives

Successfully acquire the store and transition ownership smoothly

Increase sales by optimizing inventory and marketing efforts

Improve operational efficiency to enhance profitability

Maintain compliance with all local and state liquor laws

Market Analysis:

Industry Overview

The grocery and liquor retail market is stable, with consistent demand for food and alcoholic beverages. The industry benefits from repeat customers and high margins on alcohol sales

Target Market

Local Residents: Families and individuals seeking grocery essentials

Young Professionals: Consumers looking for premium alcohol brands

Event Planners: Customers purchasing large quantities of liquor for events

Competitive Advantage

Established customer base with consistent revenue

Exclusive liquor brands and promotions

Competitive pricing and high-quality customer service

Operational Plan

Location and Facility

The store is located in a high traffic area with ample parking

Facility includes refrigeration units, shelving, and a designated liquor section

Inventory Management

Implement a modern inventory system to track sales and stock levels

Expand product selection based upon customer demand and seasonal trends

Regulatory Compliance

Obtain necessary liquor licenses and adhere to state laws

Train staff on responsible alcohol sales and customer verification

Marketing Strategy

Local Advertising: Flyers, social media promotions, and in-store discounts

Loyalty programs: Reward customers for repeat purchases

Community Engagement: Partner with local businesses for cross promotions

Funding Requirements

Seeking financing through a combination of personal investment and small business loans

Potential for investor partnerships to support growth

Conclusion

Purchasing this grocery store with liquor sales presents a strong business opportunity due to its existing customer base, prime location, and high-margin liquor inventory. With strategic improvements, targeted marketing, and operational efficiencies, the business can increase profitability and expand its market share



March 31, 2025

Suhr Enterprises, Inc.
Attn: Mr. Gary Suhr
1620 East 4th Street
North Platte, NE 69101

VIA Certified Mail

RE: Landlord Consent to Assignment of Lease at McCook, Nebraska

Dear Mr. Suhr:

I am the Vice President of Real Estate at SpartanNash Company, the parent company of U Save Foods, Inc. ("**U Save**") that is the Landlord on the Lease effective December 11, 2005 ("**Lease**") with Suhr Enterprises, Inc. (the current "**Tenant**") for the grocery store premises located at 212 Westview Plaza in McCook, Nebraska ("**Leased Premises**").

In response to Tenant's request that U Save consent to Tenant's assignment of the Lease to Fresh Foods Central, Inc., ("**Fresh Foods Central**") and subject to the satisfaction of all of the terms and conditions of the Lease, U Save conditionally consents (as described below) to the assignment of the Lease to Fresh Foods Central for the occupancy and use of the Leased Premises that would not constitute a breach of the terms of the Lease.

U Save understands that Tenant and Fresh Foods central are entering into an Assignment and Assumption of Lease Agreement. U Save has not and will not review or be a party to that Assignment and Assumption Agreement. In addition, the Landlord Consent in granted herein is expressly contingent on such Assignment and Assumption Agreement assigning the Lease to Fresh Foods Central without any modification to the Lease or its terms. Any assignment that purports to include or change terms that conflict with or are inconsistent with the terms of the Lease is invalid and will result in a revocation and termination of the consent granted herein.

As a further condition to the consent granted herein, please send one fully executed copy of the Assignment and Assumption of Lease Agreement concurrently with the consummation of the same to Kristie Bohn-Berman, Manager Real Estate at the address in this letter.

Please indicate your agreement with the foregoing by signing the enclosed duplicate originals of this letter and returning one original to Kristie Bohn-Berman at the address in this letter. Please keep the second original for your files.

[Remainder of this Page Intentionally Left Blank; Signature Page to Follow]

Page 2
Suhr Enterprises, Inc.
McCook, NE

Sincerely,

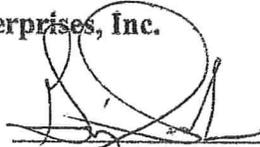


William Jacobs
Vice President Real Estate

Cc: Kristie Bohn-Berman

Agreed to 31st day of March, 2025.

Suhr Enterprises, Inc.

Signature:  _____

Name: GARY Suhr

Title: PRESIDENT

ASSIGNMENT AND ASSUMPTION TO COMMERCIAL LEASE

THIS ASSIGNMENT AND ASSUMPTION TO COMMERCIAL LEASE (the "Agreement") is made and executed effective as of the 31 day of MARCH, 2025 ("Effective Date"), by and among U SAVE FOODS, INC, a Nebraska Corporation (collectively "Landlord"), and FRESH FOODS CENTRAL, INC., a Nebraska corporation ("Central"), and SURH ENTERPRISES, INC., a Nebraska Corporation limited liability company ("Tenant"), with Landlord, Tenant and Fresh Foods are collectively referred to as the "Parties" herein. The Parties agree as follows:

WHEREAS, pursuant to a Commercial Lease, as supplemented by any Addendums setting forth certain rights and obligations, Landlord leased to Tenant certain premises for a grocery store business (the "Premises"), together with all fixtures and improvements therein, in located at 212 Westview Plaza in McCook, Nebraska (the "Building"), set to terminate on May 31, 2029, all as more particularly described in the Lease; and

WHEREAS Tenant and Central have entered into an Asset Purchase Agreement set to close at the end of March 2025, (the "Purchase Agreement"), pursuant to which Central shall purchase all the Grocery Store Business, Assets, and Operations of Tenant, as more particularly described in the Purchase Agreement; and

WHEREAS as a condition precedent to its willingness to close on the transactions set forth in the Purchase Agreement, Central has agreed to assume and perform all of Tenant's obligations under the Lease (as amended herein) from and on the Closing Date of the Purchase Agreement; and

WHEREAS Landlord and Central desire to enter into this Agreement for the purpose of evidencing said assignment and assumption of the Lease and certain agreements and understandings between them with respect thereto, all as more particularly hereinafter set forth, and Tenant has joined in this Agreement for purposes of evidencing its consent to the foregoing and the amendments to the Lease.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. As of the Effective Date and closing on the transactions set forth in the Purchase Agreement, Tenant hereby assigns to Central, free and clear of all liens and encumbrances, all of Tenant's right, title and interest in, to and under the Lease, and all leasehold improvements that are currently located in the Premises to the extent that Tenant has any right, title or interest in and to the same.
2. As of the Effective Date and closing on the transactions set forth in the Purchase Agreement, Central hereby accepts the foregoing assignment and hereby assumes, and agrees to perform, all the terms, covenants and conditions to be performed on the part of the Tenant under the Lease, as amended herein, to the extent such obligations accrue from and after the Closing Date.
3. The Parties hereby consent to the assignment of the Lease and related rights, as amended and set forth herein. This Agreement shall constitute any notice and/or assumption

requirements under the lease and to the extent required, the Parties waive any additional notice or assumption requirements contained in the Lease and Addendums.

4. Tenant shall indemnify, defend and hold Central harmless from and against any claims, losses, damages or liabilities relating to the Lease, to the extent the same arise or accrue prior to the Closing Date, relate to periods prior to the Effective Date, or otherwise result from Tenant's failure to pay or perform any obligations of Tenant under the Lease that were payable or performable prior to the Closing Date.

5. All rent and other sums due and payable under the Lease shall be prorated between Landlord and Tenant as of the Closing Date.

6. Tenant hereby warrants and covenants to Central as follows:

- (a) Tenant has provided true and complete copies of the Lease and Addendums;
- (b) Tenant is complying in all material respects with the terms and conditions of the Lease. All rent payments and other payment obligations under the Lease are current through the Closing Date;
- (c) The Lease is in full force and effect and Tenant has full right and power to assign the Lease to Central;
- (d) Tenant warrants it has not heretofore assigned, mortgaged, or otherwise transferred or encumbered, voluntarily or involuntarily, the Lease or its interest therein that would restrict Central's ability to assume and continue with the lease to its current termination date; and
- (e) To the best of Landlord's knowledge: (i) Tenant-Franchisee has fully performed all of the covenants and obligations on its part to be performed and observed under the Lease, (ii) neither Landlord nor Tenant-Franchisee is in default thereunder, and (iii) that there is not now in existence any reason or claim to offset, deduction, or decrease any payment due under the Lease.

7. For notice and service purposes under the Lease, hereafter all payments of rent and all notices and service to Central, as the new tenant under the Lease, shall be delivered to the following addresses:

Fresh Foods Central, Inc.
c/o _____
_____, NE ____

8. Landlord hereby certifies, represents and warrants to Central as follows:

- (a) The Lease is in full force and effect and Landlord has no present right to cancel or terminate the Lease under the terms thereof or otherwise;
- (b) To Landlord's knowledge, as of the date of this Agreement, (i) Tenant is not in default in the performance of the Lease and has not committed any breach of the Lease, (ii) no state of facts exists which with the passage of time or the giving of

notice, or both, could constitute a default by Tenant under the Lease, and (iii) no state of facts exists which with the passage of time or the giving of notice, or both, could constitute a default by Tenant under the Lease; and

- (c) Rent under the Lease has been paid through and including the Effective Date. All of such rent and any other charges under the Lease have been paid when due and none of such rent or charges are past due.

9. In consideration of the mutual promises by the Parties made herein and other considerations, the Parties agree as follows:

- (a) Pursuant to this Agreement, Tenant assigns its interests in the Lease to Central;
- (b) Landlord agrees to the assignment of the Lease from Tenant to Central; and
- (c) Landlord agrees to the assumption of the Lease by Central.

10. Each Party hereto represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person executing this Agreement on behalf of such Party is duly designed agents and are authorized to do so.

11. This Agreement may be executed in two or more counterparts, and any number of counterparts signed in the aggregate by all parties shall constitute a single original instrument.

12. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any Party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

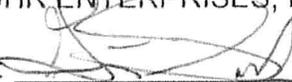
13. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Dated: 3/21 2025

SUHR ENTERPRISES, INC., Tenant

By: 

Print: Gary Suhr

Title: President

Dated: 3/21 2025

FRESH FOODS CENTRAL, INC.,
Central and new Tenant

By: 

Print: Ben Dishman

Title: President

LEASE
(McCook, Nebraska)

THIS LEASE ("Lease") is entered into between U-Save Foods, Inc. ("U Save ") and Schmick's Market, Inc. ("Tenant").

RECITALS:

U Save owns a building located at 212 Westview Plaza in McCook, Nebraska, in which U Save operates a retail grocery; and

Tenant wishes to purchase substantially all the assets of the grocery store from U Save, and lease the premises from U Save upon the terms contained in this Lease, and U Save is willing to both commit to the sale and the lease arrangement;

THEREFORE, IT IS AGREED:

1. **Definitions.** The following definitions shall apply to this Lease:

Change(s): Any (i) repair exceeding \$5,000, (ii) alteration, (iii) improvement, or (iv) addition to the Leased Premises.

Leased Premises: The premises subject to this Lease which include the (i) store ("**Store**") comprised of about _____ square feet, (ii) real estate fixtures, and (iii) all other improvements, together with the real estate (outlined in red on Exhibit 1) which is legally described as follows:

-- Exhibit 2 --

Excluded from the Leased Premises are the space within the Store presently occupied by a pharmacy (the "**Pharmacy Space**") (owned by an independent third party).

Tenant Obligations to the Pharmacy: The obligations undertaken by Tenant derived from the existing Lease between U Save and the pharmacy, as such obligations are described and listed on Exhibit 3, attached.

2. **The Leasing & Reservation of Easement.** U Save leases to Tenant the Leased Premises; reserving, however, a non-exclusive easement, license and right-of-way (as such exists between U Save and the pharmacy on the Effective Date of this Lease) for (i) pedestrian traffic, (ii) vehicular traffic, (iii) vehicular parking, (iv) loading and unloading of commercial and other vehicles; such license to be (a) for free ingress,

egress and use, and (b) over and upon the parking areas; entryway(s) to the Pharmacy Space from Tenant's Store; driveways; vehicle entry/exit ways; sidewalks and walkways; all for the benefit of the pharmacy, its employees, agents, customers and other invitees.

For the license and easement rights regarding the entryway to the Pharmacy Space from the Store, they shall be cross-license rights, equally shared between the Tenant and the pharmacy; and such rights are limited to the period of time when both the Store and the Pharmacy Space are open for business.

U Save also reserves similar easement rights for the firework concession, consistent with (i) past practices, and (ii) any reasonable needs of this concession which may not have been part of the parties past practices.

U-Save also reserves a license to utilize the space within the Leased Premises used for the display, sale and storage of the liquor; such license to automatically expire once a liquor license is issued to the Tenant.

3. **Ownership & Possession.** U Save represents the following to be true:

- A. It is the sole owner in fee simple of the Leased Premises.
- B. It has the right to lease the Leased Premises for the term of the Lease.
- C. U Save understands that Tenant will rely on these representations as a material inducement to enter into the Lease.

4. **Lease Term.** The term of this Lease ("**Initial Term**") shall be for the period commencing December 11, 2005 ("**Commencement Date**") and expiring fifteen (15) years later on December 10, 2020 ("**Expiration Date**"), unless terminated earlier as provided by this Lease.

5. **Options to Extend.** Provided Tenant is not in default beyond any period given Tenant to cure such default, it shall have two (2) consecutive options to extend (each, an "**Extension Option**") of five (5) years each.

(a) **Exercise of Each Extension Option.** If Tenant elects to exercise an Extension Option, it shall do so by giving written notice at least one hundred eighty (180) days before the end of the Initial Term or any extended term, as appropriate.

(b) **Terms of Extended Leasehold.** The terms of this Lease shall apply to any extended term of it, except in no event shall Tenant have more than the two (2) Extension Options described in this Section.

(c) Expiration of Options. The failure or election of Tenant not to exercise the first Extension Option terminates the second, remaining Extension Option.

6. **Base Rent.** Tenant agrees and covenants to pay to U Save, an annual rent (“**Base Rent**”) in the following amounts, payable in advance, without deduction or offset, in equal monthly installments, on or before the first day of each month.

A. Years One through Four, Inclusive: For the first four (4) years of the Initial Term, Tenant shall pay an annual rent of One Hundred Five Thousand Dollars (\$105,000), in equal monthly installments of Eight Thousand Seven Hundred Fifty Dollars (\$8,750).

B. Years Five through Eight: For the next four (4) years, Base Rent shall be One Hundred Forty Thousand Dollars (\$140,000) annually, paid monthly in equal amounts of Eleven Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$11,666.66).

C. Years Nine through Twelve: One Hundred Seventy Five Thousand Dollars (\$175,000) annually. Fourteen Thousand Five Hundred Eighty-Three and 33/100 Dollars (\$14,583.33) monthly.

D. Years Thirteen through Fifteen: For the last four (4) years of the Initial Term, annual Base Rent shall be One Hundred Ninety-Two Thousand Five Hundred Dollars (\$192,500), or Sixteen Thousand Forty-One and 66/100 Dollars (\$16,041.66) per month.

E. Option Rent/First 5-Year Extension Period: If Tenant exercises the first Extension Option, Tenant shall pay Base Rent in the amount of Two Hundred Ten Thousand Dollars (\$210,000) per year (for each of the five years of this Extension); paid monthly in the amount of Seventeen Thousand Five Hundred Dollars (\$17,500).

F. Option Rent/Second 5-Year Extension: If Tenant exercises the second Extension Option, Tenant shall pay Base Rent in the amount of Two Hundred Twenty-Seven Thousand Five Hundred Dollars (\$227,500) per year (for each of the five years of this Extension); paid monthly in the amount of Eighteen Thousand Nine Hundred Fifty-Eight and 33/100 Dollars (\$18,958.33).

In the event the Commencement Date or Expiration Date occurs on a date other than the first day of a month, rent for that month shall be paid on a prorated basis.

Rent shall be paid to U Save at such location as U Save may prescribe from time to time.

7. **Late Payment Service Charges & Interest.** If any payment required to be made by Tenant is received by U Save more than five (5) business days late, then both (i) a late

payment service charge shall apply and be paid by Tenant of Twenty-Five Dollars (\$25) or five percent (5%) of the amount due, whichever is greater (but no more than \$100); and (ii) the unpaid sums shall bear interest from the date due to the date paid at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

8. **Use.** The Leased Premises shall be used by Tenant for the sole and exclusive purpose of operating a grocery store and for no other purpose.

9. **Alterations.** Tenant shall not make any Changes to the Leased Premises without U Save's advanced written consent.

A. **Plans:** In the event Tenant desires to make Changes, Tenant shall first submit to U Save plans and specifications and obtain U Save's written approval prior to commencing any such work.

B. **Ownership:** All alterations, improvements or additions, whether temporary or permanent in character, made by Tenant in or upon the Leased Premises shall become U Save's property at U Save's option without compensation to Tenant; however, U Save shall have the right to require Tenant to remove them, at Tenant's sole cost, upon the termination of the Lease, and to repair any damage to the Leased Premises resulting from such removal.

C. **Contractor Requirements:** Any contractor hired to make Changes shall (i) be approved of in writing by U Save prior to commencing work, and (ii) furnish a payment bond for such sums of the contract amount which will be subject to subcontracting or vendor/supplier agreements.

D. **Tenant Payment Bonds:** Unless waived in writing by U Save, Tenant shall also furnish a payment bond in such a sum as may be determined by U Save at its own discretion for any work relating to a Change.

10. **Mechanics' Liens.** Tenant will not permit any mechanic's, laborer's or materialmen's liens to stand against the Leased Premises for any labor or materials furnished to or on account of Tenant or its assigns or subtenants, if any, or claimed to have been so furnished in connection with any work performed in, on or about the Leased Premises.

11. **Cleaning, Repairs & Maintenance and Replacements.**

A. **Tenant Cleaning Duties:** Tenant will maintain the Leased Premises at its own expense in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests; and will not permit undue accumulations of garbage, trash, rubbish and other refuse, removing such at its own expense, and keeping it in proper containers (or a trash room maintained by Tenant) until called for to be removed;

and Tenant will keep the inside and outside of the Leased Premises clean, and all glass in the doors and windows of the Leased Premises clean.

B. Tenant Repairs, Maintenance & Replacements: Tenant shall (i) perform all maintenance, (ii) make all repairs, and (iii) make all necessary replacements to:

- 1) The interior and exterior non-structural portions of the Leased Premises; and
- 2) All coverings (e.g. floor coverings and sheetrock); and
- 3) Cosmetic aspects of the Leased Premises (like paint); and
- 4) Windows; and
- 5) Heating, ventilation and air conditioning (“HVAC”) systems; and
- 6) Plumbing and electrical, and other building systems

C. U Save Responsibilities: U Save shall repair, maintain and (when necessary) replace (i) structural aspects of the Store, (ii) parking lot (except sweeping, stripping and snow removal), and (iii) roof.

In the event there is a question about whether a repair or replacement is necessary, U Save shall make the decision in its sole and absolute discretion.

12. Compliance With Laws and Regulations. Tenant agrees to comply at its expense with all laws, ordinance, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having any jurisdiction) relating to the use, condition or occupancy of the Leased Premises, or Tenant’s duties and obligations under this Lease.

13. Permits. U Save shall cooperate with Tenant in its efforts to apply for and secure any permits, licenses, or other such permission which may be necessary (i) with the making of any approved alterations, repairs or replacements, or (ii) to further the business interest and operations of Tenant; and, as to both them, U Save agrees upon request by Tenant, to execute or join in the execution of any application for such permits, licenses, or permission.

14. Insurance. Prior to the Commencement Date (as defined by Section 4 of this Lease), Tenant shall procure at its own expense the insurance specified by this Section; and shall furnish to U Save a certificate of insurance executed by an insurance company approved by U Save evidencing the following minimum insurance coverages:

Property

Amount

Covering the (i) building and improvements, and (ii) the personal property on the Leased Premises owned or in the possession of Tenant.

All Perils/Special 100% of full replacement value

<u>General Liability</u>	<u>Amount</u>
Broad-form comprehensive general liability [including (i) contractual, (ii) XCU, (iii) products liability, (iv) independent contractors, (v) premises, and (vi) broad form property damage (including plate glass)].	\$1,000,000
Excess	\$1,000,000

<u>Automobile</u>	<u>Amount</u>
Hired/non-owned	\$1,000,000

<u>Worker's Compensation</u>	
Worker's Compensation	Statutory
Employer's Liability	\$ 500,000

All of the above policies shall (i) be kept in force during the term of this Lease, (ii) name U Save as an additional insured, (iii) give U Save thirty (30) days notice in the event of cancellation, declination to renew or adjustment to any coverage or limits, (iv) be written on an occurrence basis, (v) contain a waiver of subrogation endorsement, (vi) have yearly renewable aggregates, (vii) have a deductible no more than \$2,500 for the limits of any coverage, and (viii) name U Save as a loss payee on the Property coverage.

The certificate of insurance shall be forwarded to the following person:

Nash-Finch Company
Attn: Lease Administrator
7600 France Avenue
P.O. Box 355
Minneapolis, MN 55440-0355

15. Utilities. Tenant shall pay for all utilities and services consumed by, or charged or assessed against the Leased Premises, including without limitation, those charges for gas, electricity, water, sanitary sewer, storm sewer and telephone.

No interruption or malfunction of any of the utilities servicing the Leased Premises shall constitute an eviction of Tenant or a breach by U Save of any of its obligations under this Lease.

16. **Real Estate Taxes & Assessments.** U Save agrees to pay any general real estate taxes and special assessments levied or assessed against the Leased Premises and becoming due and payable during the term of this Lease, remitting the payment to the appropriate taxing authority before delinquency. Tenant shall reimburse U Save for any payments so made within twenty (20) days of being billed by U Save.

For any occupancy by Tenant of the Leased Premises for less than one (1) year, or if Tenant occupies for more than one (1) year but the final Lease year is terminated on a date other than the calendar year-end, then Tenant's obligations for reimbursement of real estate taxes and assessments shall be based on a prorate equal to the proportionate part of the year during which Tenant occupies the Leased Premises.

17. **Miscellaneous and Personal Property Taxes.** Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon its occupancy of the Leased Premises, or upon the fixtures, furnishings, equipment and all other personal property of Tenant located in the Leased Premises, if nonpayment shall rise to a lien on the real estate; and, when possible, Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the property of U Save. In the event any or all of Tenant's fixtures, furnishings, equipment and other personal property, or Tenant's occupancy of the Leased Premises, shall be assessed and taxed with the property of U Save, Tenant shall pay to U Save its share of such taxes within ten (10) days after delivery to Tenant by U Save of a statement in writing setting forth the amount of such taxes applicable to Tenant's fixtures, furnishings, equipment or personal property.

18. **Condition of Premises & No Reps or Warranties.**

(a) **Upon Commencement Date:** Tenant taking possession of the Leased Premises shall be conclusive that they were in good order and satisfactory condition at the time; and:

- (i) No representation or promise has been made by U Save to alter, remodel, repair and improve the Leased Premises; and
- (ii) U Save has made no (and makes no) representations or warranties respecting Leased Premises, including without limitation, (i) the condition or state of repair (ii) the holding costs, (iii) the costs of operating (iv) compliance with applicable laws, rules and regulations, or (iv) matters of title in the property records.

(b) **Upon Lease Termination:** Upon the Expiration Date of this Lease or, if earlier, upon surrender of the Leased Premises by Tenant, it shall:

- (i) Remove Tenant's goods and effects and those of all persons claiming under Tenant; and
- (ii) Return the Leased Premises broom clean and in as good condition as when Tenant took possession, ordinary wear and tear excepted, failing which U Save may restore the Leased Premises to such condition and Tenant shall pay the cost of the restoration.

Any property left in the Leased Premises after expiration or termination of the Lease shall (i) become U Save 's property at its option, and (ii) may be disposed of by U Save, as U Save deems expedient with Tenant paying any cost of storage, removal or disposition.

19. **Trade Fixtures & Equipment.** All equipment, machinery, appurtenances, and all other such property used by Tenant in its business operations, installed and placed upon the Leased Premises by Tenant, is not and shall not become a part of the realty unless so consented to by Tenant; but is and shall be considered as personal property and may be removed by Tenant upon the termination of this Lease so long as the removal does not damage the Leased Premises, or if damaged, such damage is repaired by Tenant.

20. **Access To Leased Premises.** U Save shall have reasonable access to the Leased Premises at all reasonable hours for the purpose of examining or exhibiting them, or to make any repairs or replacement, or to display during the last ninety (90) days of the Lease term, or any extensions of it, "for rent" or similar signs in windows or doors in the Leased Premises; but such access shall not unreasonably interfere with Tenant's occupancy or the conduct of its business.

21. **Untenantability.**

(a) **The Damages & Duty to Repair:** If the Leased Premises or the Store are damaged by fire or other casualty the damage shall be repaired by Tenant and at the expense of Tenant, except as provided in subsection (b) of this Section.

(b) **Restoration Notice:** In the event of any casualty, Tenant shall give written notice to U Save as soon as possible with respect to the anticipated time it will take to restore the Leased Premises after such restoration work commences (the "Restoration Notice").

The anticipated restoration period shall be determined by an independent third party.

Subject to subsection (c) below, if the Leased Premises can be restored within both six (6) months after the casualty and four (4) months after the commencement of the restoration construction, Tenant shall be obligated to restore the Leased Premises, and neither party shall terminate this Lease.

(c) **Termination or Rebuild:** If (i) the Leased Premises cannot be restored within both time frames described above in (b), or (ii) if the remainder of the term of this Lease is one (1) year or less and the Leased Premises cannot be restored both within thirty (30) days after the commencement of restoration construction and forty-five (45) days from the date of the casualty; then either party shall have the right to terminate this Lease.

U Save may terminate this Lease pursuant to this subsection by giving written notice to Tenant within twenty (20) days after receipt of the Restoration Notice. Tenant may terminate by giving written notice to U Save within twenty (20) days of the date of the casualty. Provided, however, Tenant may nullify U Save's termination notice by exercising an option to extend pursuant to Section 5 within ten (10) days from the date of receipt of U Save's termination notice.

If this Lease is not terminated as provided above by either party, then this Lease shall continue in full force and effect, and Tenant shall be obligated to restore and repair the Leased Premises, and such work shall be promptly commenced and diligently prosecuted.

In no event, however, shall U Save be responsible to Tenant for any loss incurred as a result of any casualty as contemplated herein, inclusive of any loss of income or business.

(d) **Trust Fund:** If repairs are undertaken, the insurance proceeds constitute a trust fund to be used by Tenant for the rebuilding of the building and improvements on the Leased Premises. If the insurance proceeds are less than the actual cost of repair and replacement, Tenant shall supply additional funds for it.

If the Lease is terminated pursuant to this Section, all insurance proceeds shall be paid to U Save.

22. **Signs and Graphics.** [Left Blank Intentionally]

23. **Waiver of Subrogation Rights & Claims.** U Save and Tenant each waive and release all rights of recovery against the other, their employees and agents (i) for bodily or personal injury to (or death of) any person, and (ii) for any loss, damage or destruction of property, as such may occur on around or to the Leased Premises by any cause(s) which is required to be insured against (pursuant to this Lease) under the insurance policies of Tenant or U Save (whether carried or not), regardless of how the loss, damage, destruction, injury or death was caused, including negligence, or its origin.

24. **Indemnification.** Tenant shall indemnify and hold harmless U Save, its officers, directors, employees and agents, from any claims, actions, expenses, fines and attorneys' fees arising or growing out of this Lease, included but not limited to, Tenant's use and

occupation of the Leased Premises and the operation of its business, unless caused or materially contributed to by any action or inaction of U Save, its officers, employees or agents.

At the request of U Save, Tenant shall defend at its own expense any action to which U Save is made a party for any cause of action arising out of or within the scope of this indemnification.

25. **Subordination.** Upon request by U Save, Tenant will execute such instruments as may be required by U Save (in its sole discretion) at any time to, among other things, subordinate the rights and interests of Tenant created by this Lease to the lien provided, however, that such subordination shall recognize the validity of the Lease, and shall provide that in the event of foreclosure of the mortgage Tenant shall not be disturbed in its occupation or use of the Leased Premises as long as it continues to perform its leasehold obligations; and, provided further, Tenant agrees to attorn to any new Landlord.

26. **Tenant's Estoppel Certificate.** At U Save's request, Tenant will execute either (a) an Estoppel Certificate addressed to U Save and any U Save (i) mortgagee, (ii) assignee, or (iii) transferee; or (b) any other reasonable, similar agreement certifying as to information (required but only that which is factual) by such mortgagee, assignee, or transferee; and agreeing to such notice provisions and other matters as any mortgage may reasonably require in connection with U Save's financing or transfer.

27. **Eminent Domain.** In the event the entire Leased Premises are taken by eminent domain, this Lease shall terminate as of the date of such taking and U Save hereby agrees to repay to Tenant any monies held by it as unearned rents.

28. **Conditions Subsequent to Lease Obligations.** This Lease is a binding contract upon its full execution and delivery; but, as conditions subsequent to the rights and obligations under this Lease, U Save must have (i) closed on the asset purchase transaction by which the Tenant purchases the grocery operation from U Save, and (ii) entered into a Retail Sales & Service Agreement with Tenant.

If the conditions subsequent have not been satisfied or waived by December 31, 2005, this Lease shall be void and of no further force or effect.

29. **The Wholesale Grocery Purchase Commitment.** Tenant acknowledges that U Save would not enter into this Lease except for the fact that Tenant has agreed to become a customer of Nash Finch (U Save's parent company), purchasing wholesale groceries and supplies for the grocery store to be operated out of the Leased Premises.

Accordingly, Tenant agrees to both (i) enter into a Retail Sales & Service Agreement with Nash Finch upon execution of this Lease, and (ii) on a continuous basis, purchase from Nash Finch merchandise inventory in amounts not less than fifty percent (50%) of the

retail sales volume (measured by gross sales) of the supermarket operated on the Leased Premises.

30. **Related Indebtedness.** Tenant agrees to pay when due any and all indebtedness owed to U Save and Nash Finch, if any, during the term of this Lease, including but not limited to, any indebtedness arising under this Lease, as well as any indebtedness owing on open account for purchases of inventory and supplies, or any other indebtedness.

31. **Default By Tenant.** Each of the following shall be a default ("Default") under this Lease during its term; and it shall also be or become, respectively, an uncured default ("**Uncured Default**") if (i) there is no allotted time to cure, or (ii) the allotted time to cure expires without the Default being cured.

(a) **Vacating:** If Tenant shall vacate the Leased Premises.

(b) **Default Upon Related Agreements:** If Tenant shall default on (i) any indebtedness owed to U Save or Nash Finch, or (ii) any Agreement entered into with U Save or Nash Finch, including but not limited to:

(1) Any indebtedness, including Promissory Note obligations or open account wholesale grocery purchases.

(2) Retail Sales & Service Agreement.

(3) Security Agreement(s).

(4) Loan Agreement.

(5) Right of First Refusal Agreement.

(c) **Continuous Occupancy:** If Tenant shall cease to conduct its business in the Leased Premises.

(d) **Rent:** If Tenant shall fail to pay any rent, or any other charge or sum to be paid to U Save, when due and such failure shall continue for a period of five (5) days after U Save gives notice that such sum is due, or if Tenant receives more than two (2) such notices in any given eighteen (18)-month period.

(e) **Lease Requirements:** If Tenant shall fail to keep, perform or abide by any other requirement, term, condition, covenant or agreement in this Lease or of any notice given Tenant by U Save pursuant to it, and either or both:

(1) Such failure is not subject to Tenant's immediate, continuous best effort to cure; and/or

- (2) Such failure shall continue for a period of thirty (30) days after notice to Tenant of such default; provided no such default shall be deemed to have occurred if both (a) immediate, continuous best efforts could not reasonably cure the default within 30 days, and (b) Tenant, immediately after the notice, commences to cure within such 30-day period and proceeds diligently thereafter to cure the default.

(f) Event of Insolvency: If Tenant:

- (1) Shall make an assignment for the benefit of creditors; or
- (2) Shall admit in writing its inability to pay its debts generally as they become due; or
- (3) Shall file or acquiesce to a petition (a "**Petition**") in any court (whether or not pursuant to any present or future statute of the United States or of any State) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings; or
- (4) Shall have filed against it a Petition to which there is no acquiescence, and the proceeding shall not be dismissed, discontinued or vacated within sixty (60) days; or
- (5) Shall make an application in any proceedings arising from a Petition, or acquiesce to, the appointment of a trustee or receiver for it or all or any portion of its property; or
- (6) Shall be adjudicated bankrupt, or if any Petition shall be approved by any court; or
- (7) Shall be dissolved, or shall have any action or proceeding for dissolution or liquidation, instituted by or against it; or
- (8) Shall have its interest under this Lease pass to another by operation of law; or
- (9) Shall have its interest in this Lease or the Leased Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered in any legal proceeding and such order or decree shall not be vacated within fifteen (15) days of entry.

32. Notice of Default. In the event of a Default, U Save shall give written notice (the "**Notice of Default**") of it.

33. **Tenant's Interim Rights After Default.** After U Save gives a Notice of Default, Tenant shall have all Lease obligations but no Lease rights other than the right of possession and the right to cure, if any; and then only until a Termination Notice (as defined in Section 34, below), if ever given, is effective.

If Tenant cures its Default within the allotted time, if any, then Tenant's Lease rights which may have lapsed during the period of Default shall be reinstated.

34. **Landlord Remedies.** In the event a Default becomes an Uncured Default, then U Save may thereafter, without further demand or prior notice (except as provided), elect to:

A. **Termination:** Terminate this Lease by giving a "Termination Notice", recovering from Tenant all damages it may incur by reason of such Default, including the cost of recovering the Leased Premises, attorneys' fees and the worth as of the date of termination of the rents payable over the remainder of the stated term, all such amounts to become immediately due and payable from Tenant to U Save.

B. **Possession:** Recover possession of the Leased Premises from Tenant, storing Tenant's property at the cost and for the account of Tenant, without such recovery working a termination of this Lease, which right of termination U Save shall continuously reserve.

In the event U Save elects to so recover possession of the Leased Premises, it may at its sole discretion make alterations and repairs, and relet upon such terms as it shall deem advisable.

All rent received from such reletting shall be applied first to payment of any indebtedness due and owing from Tenant to U Save other than rent due hereunder; second, to payment of all U Save's costs in reletting, including broker's fees, attorneys' fees and the cost of any alterations or repairs; third, to the payment of rent and other charges due and unpaid hereunder; and any residue shall be held by U Save and applied in payment of future rent and other charges as the same may become due and payable hereunder. Any deficiency in any month between rentals and other sums received by U Save from such reletting and the amount of rent and other charges to be paid during such month by Tenant hereunder, shall be paid by Tenant to U Save on or before the date specified for payment of rent in this Lease. Tenant shall have no right to any excess of rents or other sums received over rents and other charges to be paid by Tenant. Notwithstanding any such recovery of possession by U Save, U Save may elect at any time to terminate this Lease for such Default.

C. Perform Obligations: Perform any obligation of Tenant under this Lease and charge the cost of such performance to Tenant, and Tenant shall pay such cost to U Save within ten (10) days of receipt of an invoice therefore.

D. Any Other Remedy: Resort to any other remedy at law or in equity.

35. Holding Over. In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of U Save, Tenant shall pay as liquidated damages two (2) times the rent defined in Section 6 herein, plus any additional monetary obligations of Tenant for each month, or any part of a month, of any hold-over period.

No holding over by Tenant after the term of this Lease shall operate to extend the Lease term, nor shall it be deemed an exercise of any Extension Option; however, Tenant shall nevertheless be responsible for Lease obligations, but shall have no Lease rights.

Any holding over with the consent of U Save in writing shall thereafter constitute a Lease from month to month governed by and subject to the terms of this Lease.

36. Notice. Any notice which is necessary or permissible to be given under the terms of this Lease shall be given in writing and shall be deemed given on the date of mailing (i) by certified mail-return receipt requested, or (ii) via a nationally recognized overnight courier service; and, by either manner, with postage prepaid, properly addressed as follows:

If to U Save: U Save Foods, Inc.
c/o Nash Finch Company
Attn: Lease Administrator
7600 France Avenue South
Edina, MN 55435

With copy to: Nash Finch Company
Legal Department
7600 France Avenue South
Edina, MN 55435

If to Tenant: Personal & Confidential
Mr. Robert Schmick
212 Westview Plaza
McCook, NE 69001

Either party may change the address or addresses to which notice is to be given to it by giving written notice to the other party not less than thirty (30) days prior to the effective date of the address change.

37. **Assignment & Subletting.**

A. **By Tenant:** This Lease may not be assigned, by operation of law or otherwise, in whole or in part, nor may any portion or all of the Leased Premises be sublet, pledged or hypothecated (or otherwise conveyed or transferred) by Tenant without the prior written consent of U Save, and then only upon such conditions as U Save may reasonably prescribe.

B. **By U Save:** U Save shall have the right to transfer and assign, hypothecate and pledge (or otherwise convey or transfer), in whole or in part, all or any of its rights and obligations under this Lease and in the Leased Premises, and in such event and upon the transferee's assumption of U Save's obligations (any such transferee to have the benefit of, and be subject to the provisions of the Lease), no further liability or obligation shall thereafter accrue against U Save; and Tenant agrees to attorn to such transfer.

In the event U Save transfers or conveys the Store or this Lease, it will notify the transferee of the existence of this Lease, and the U Save desire to assign it to the transferee. If the transferee declines to take the assignment, then this Lease shall terminate upon the date U Save transfers its possessory rights in the Store.

38. **Covenants are Conditions & Independent.** Each and every responsibility or obligation undertaken by or imposed upon Tenant by this Lease shall be deemed both a covenant and a condition.

The covenants and obligations of the Tenant are independent of U Save's covenants. Tenant shall neither be relieved from the performance of any of its covenants and obligations, (including without limitation, the obligation to pay rent) nor entitle the Tenant to terminate the Lease, due to a breach or default by U Save of any of its covenants or obligations, unless expressly permitted by the terms of the Lease.

39. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

40. **Short Form Lease.** At the request of either party, the other shall execute a short form Lease for the purpose of recording.

41. **Modification.** Any amendment or modification to this Lease must be in writing, and any purported amendment or modification not both in writing and signed shall be void.

42. **Complete Agreement**. This Lease and its Exhibit 1 contain the entire understanding of the parties, and all prior negotiations, representations, understandings or agreements, whether written or oral, shall be deemed both merged into this lease and of no further force or effect to the extent to which they may conflict with the terms of this Lease or expand upon them.

43. **Waiver**. None of the conditions of this Lease shall be considered waived unless given in writing. No such waiver shall be a waiver of any past or future (i) default, or (ii) breach; nor shall it be considered a modification of any of the conditions of this Lease unless expressly stipulated in the waiver.

44. **Time is of the Essence**. Time is of the essence in this Lease.

45. **Use of Legal Counsel**. The parties to this Agreement have either consulted with their legal counsel concerning the terms and conditions of this Agreement, or have, at their own option, knowingly and freely elected to not seek legal counsel in entering into this binding legal contract.

46. **Waiver of Jury Trial**. The parties waive any right they may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this Lease and any agreements contemplated hereby to be executed in conjunction herewith, or any course of conduct, course of dealing, course of performance, representations or statements (whether verbal or written) or actions of the parties. This provision is a material inducement for the parties entering into this Lease.

47. **No Third-Party Beneficiary**. This Lease is for the benefit of the parties only and not for that of any purported or claimed third-party beneficiary.

48. **No Representations**. There are no representations, warranties, covenants, or promises, express or implied, other than those specifically referred to in this Lease.

49. **Exhibits**. Any exhibit attached to this Lease is incorporated into it as an integral part.

50. **Non-Waiver**. Nothing in this Lease shall be considered waived by either party unless given in writing; and no such written waiver shall be a waiver of any past or future (i) default, or (ii) breach; nor shall it be or considered a modification (nor anything else) of any of the terms, provisions or conditions of this Lease, unless expressly stipulated in the waiver.

51. **Effective Date**. The actual date or dates of execution by the parties is or are, respectively, the date or dates set forth underneath the signatures, and this Lease shall be effective ("**Effective Date**") on the latest of such dates. The Effective Date commits the parties to the lease arrangement (subject to the conditions subsequent of Section 28), including the Commencement Date of December 11, 2005.

SCHMICK'S MARKET, INC.

U SAVE FOODS, INC. ⁴⁰⁰

Signature: Robert W. Schmick

Signature: LeAnne M. Stewart

Name: Robert W. Schmick

Name: LeAnne Stewart

Title: President

Title: Treasurer

Date: Dec. 9, 2005

Date: 12/15/05

Exhibit 3

Tenant's Obligations to Pharmacy

The Tenant accepts the following obligations to the Pharmacy:

Placing & Selling Over-the-Counter Products: Consistent with the relationship between U Save and the pharmacy, Tenant will accept and place for sale in generally the same store locations, over-the-counter merchandise owned by the pharmacy.

Tenant shall be entitled to six percent (6%) of the retail price of such merchandise which Tenant sells through its cash register "scanners" on behalf of the pharmacy.

Tenant Provides Utilities: Tenant shall provide utilities to the pharmacy (at no cost to the pharmacy) consisting of light, heat, water and air conditioning, but Tenant shall not be responsible for any loss or damage of any nature resulting from the interruption or failure of such utilities.

Advertising: The pharmacy shall prepare and produce its own advertising and shall advertise and promote the business of the department. The nature, extent, frequency, format, size, position of copy and all matters pertaining to such advertising and promotional activities shall be determined by the pharmacy. The Tenant shall endeavor to see that the pharmacy shall be billed for all advertising at the contract rate that is enjoyed by the Tenant. If Tenant exceeds its contract lineage and earns a rebate, the pharmacy shall receive the prorated portion that is due at the settlement period. The pharmacy and Tenant shall collaborate in the planning and execution of special sales, promotions and advertising, but the time, type, frequency and all matters pertaining thereto shall be determined in the judgment of the pharmacy. The pharmacy's signs, placards or advertising matter within the grocery Store shall conform in character and type with those of Tenant and shall be subject to the Tenant's approval.

Emergencies: In the event of any emergency during any period that the Tenant is not open for business, the Tenant agree to provide some procedure by which the pharmacy can gain entrance to the pharmacy area.

Risk of Loss: The risk of loss, damage, destruction or disappearance of any property on the Leased Premises shall as between the Tenant and pharmacy, be exclusively that of the party having title to such property.

Covenant Not to Compete: Tenant covenants that it will not compete with the pharmacy for the sale of merchandise being sold by the pharmacy on the Effective Date of this Lease.



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Additional Information Requested

File Number: 85642

LICENSE TYPE

Class C Beer, Wine, Spirits On
and Off Sale

ADDITIONAL INFORMATION DATE
RECEIVED

2025-03-30

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Fresh Foods Central Inc

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Fresh Foods

CORPORATE NUMBER

INCORPORATION DATE

2025-02-24

CORRESPONDENCE ADDRESS

212 Westview Plaza
McCook, NE 69001

MAILING ADDRESS

212 Westview Plaza
McCook, NE 69001

PHYSICAL ADDRESS

212 Westview Plaza
McCook, NE 69001

CONTACT NAME

Ben Dishman

PREFERRED CONTACT METHOD

Email

CONTACT PHONE
(308) 641-4188

ALTERNATE PHONE
(308) 641-5379

FAX

EMAIL
bendishman@hotmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Ben Dishman	President	Fresh Foods Inc	50
Kerri Dishman	Vice President	Fresh Foods Inc	50

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 122060 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)
GARY'S SUPER FOODS IV (SUHR ENTERPRISES INC)

ADDITIONAL INFORMATION REQUESTED

Please upload the alcohol inventory

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Alcohol Inventory	mccok liquor inventory.pdf	

APPLICANT

Ben Dishman

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

LIQUOR APPLICATION REPORT

POLICE DEPARTMENT REPORT

DATE REQUESTED: April 4, 2025

DUE DATE: April 14, 2025

APPLICANT: Fresh Foods Central Inc.

DBA: Fresh Foods

APPLICANT'S ADDRESS:

PHONE NUMBER (HOME):

(BUSINESS):

PROPOSED LICENSE ADDRESS: 212 Westview Plaza, McCook

TYPE OF LICENSE: Class "C" - License

(Beer, Wine & Distilled Spirits, On and Off Sale)

TYPE OF INVESTIGATION:

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

TYPE OF BUSINESS:

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

TYPE OF OWNERSHIP: Corporation Partnership Individual

Limited Liability Company (LLC)

Investigation Completed by: Det. Garry Hunter 

Date: 4/11/25

EXHIBIT - #4
PAGE(S) - 7

PREMISE: Fresh Foods Central, Inc. (Formerly Gary's Super Foods)

1. Type of Neighborhood: Commercial; () Industrial; () Residential.
2. Condition: **Good**
 - a) Traffic: **Traffic comes and goes from West B St. (Hwy 6/34) and North Hwy 83**
 - b) Parking: **Parking lot is directly out front (east side) of the business and shared with other businesses in Westview Plaza.**
3. Designation of Adjacent Street (Local, Collector, Minor or Major Arterial Highway):
North Hwy 83 and Hwy 6&34
4. Street Width and Profile: **4 lane, divided highway – 68 feet**
5. Speed Limit: **30 MPH**
6. Average Daily Traffic Count: **2021 Statistics – North Hwy 83 = 7,495 6&34 = 10,225**
7. Accident Report at Adjacent Intersections: **2024 – 2 accidents reported at the West Junction (6/34 & 83), 1 accident reported on North 83 and the entrance to Westview Plaza, and 3 accidents reported in the Westview Plaza Parking Lot (208, 210, and 212 Westview Plaza).**
8. Analysis of Traffic Effects: **No negative effects on traffic**
9. Ready for Operation: Yes () No
If no, estimated date: **N/A**
10. Type of Food Service: **N/A** () Microwave () Grill () Kitchen
11. Number of Employees: **6** Full Time: **15** Part Time:
12. Does premise comply with legal distance from churches, schools, etc.?
 Yes () No
If No, specify: **N/A**
13. The Business has been inspected within the last three (3) months by the City's Building Inspector. () Yes No (If yes, attach report)
14. The Business has been inspected within the last three (3) months by the City's Fire Department. () Yes No (If yes, attach report)
15. Estimated Seating Capacity: **N/A**
16. Estimated Number of Customers per Day:

17. Hours of Operation: **Saturday – Thursday 7:00 a.m. to 9:00 p.m.**
Friday – 7:30 a.m. to 9:00 p.m.

FINANCING:

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

MISCELLANEOUS:

25. Number of Licenses and Types within competitive distance: **Four –**

Walmart - 1902 West B Street - Class D Beer, Wine, Spirits Off Sale Only
N-Stant Convenience - 1111 West B Street - Class D Beer, Wine, Spirits Off Sale Only; Catering (Secondary License)
The Coppermill – 202 Coppermill Street - Class I Beer, Wine, Spirits On Sale Only
Pizza Hut – 811 North Hwy 83 - Class A Beer On Sale Only

26. Is another person responsible for Daily Operation? (X) Yes () No

If yes, who? **Erin Werkmeister**

(complete investigation of manager form)

PERSONAL HISTORY:

27. Applicant's name: **Ben Dishman**
28. Date of Birth: **07/27/1975**
29. Sex: **Male**
30. Home address: **3330 Deer Haven Dr, Gering, NE 69341**
31. Citizen of the United States? Yes () No
If Naturalized, Certificate Number: **N/A**
Place: **N/A**
32. Proper Residence has been Established? Yes () No
If no, explain: **N/A**
33. Criminal History – Has applicant been arrested and/or pled guilty to any
() misdemeanor? () felony? (If felony, attach detailed description.)
34. Has applicant been cited for and/or been found in violation of the Liquor Laws of the
State of Nebraska or other State in which previously licensed?
() Yes (X) No (If yes, attach detailed description)
35. Has applicant had a beneficial interest in another liquor license? Yes () No
If yes, Name, City, Address, Type of License:
Gering, NE Class C 096972
Mitchell NE Class C 126366
York, NE Class C 125607
36. Records Check Made (civil history): () Yes (X) No (Attach Records)
37. Investigation made of character/reputation of applicant, report details of investigation:
38. Number of Hours that will be spent by applicant at license premises each week?
One day every other week
39. Number of hours that will be spent by applicant working in occupation other than
licensed premises each week? **Time is split between 10 total locations, including
McCook.**
41. Applicant will oversee in person the management of licensed premises? () Yes (X) No

42. Another person will be responsible for the management of the licensed premises?
(X) Yes () No (If yes, attach investigative report for manager)

PERSONAL HISTORY – SPOUSE:

43. Spouses Name: **Kerri Dishman**
44. Date of Birth: **02/28/1976**
45. Sex: **Female**
46. Home Address: **3330 Deer Haven Dr, Gering, NE 69341**
47. Citizen of the United States? Yes () No
If no, explain: **N/A**
48. Proper residence has been established? Yes () No
If no, explain: **N/A**
49. Criminal History – Has spouse been arrested and/or pled guilty to any () misdemeanor?
() felony? (If felony, attach detailed description.)
50. Has spouse been cited for and/or been found in violation of the Liquor Laws of the State of Nebraska or other State in which previously licensed?
() Yes No (If yes, attach detailed description.)
51. Has spouse had a beneficial interest in another liquor license? Yes () No
If yes, Name, City, Address, Type of License:
Gering, NE Class C 096972
Mitchell NE Class C 126366
York, NE Class C 125607
52. Records check made (civil history). () Yes No (attach records)
53. Investigation made of character/reputation of spouse, report details of investigation:
54. Number of Hours that will be spent by spouse at licensed premises each week?
55. Number of Hours that will be spent by spouse working in occupation other than license premises each week? **Time is split between 10 total locations, including McCook.**
56. Spouse will oversee in person the management of the licensed premises?
() Yes No
57. Another person will be responsible for the management of the licensed premises?
 Yes () No (If yes, attach investigative report for manager.)

PERSONAL HISTORY – MANAGER:

58. Manager's Name: **Erin Werkmeister**
59. Date of Birth: **19/09/1981**
60. Sex: **Female**
61. Home Address: **809 East 1st Street McCook, NE 69001**
62. Citizen of the United States? Yes () No
If Naturalized, Certificate Number: **N/A**
Place: **N/A**
63. Proper residence has been established? Yes () No
If no, explain: **N/A**
64. Criminal History – Has manager been arrested and/or pled guilty to any
() misdemeanor? () felony? (If felony, attach detailed description.)
65. Has manager been cited for and/or found in violation of the Liquor Laws of the State of
Nebraska or other State in which previously licensed?
() Yes No
66. Has manager had a beneficial interest in another liquor license? () Yes No
If yes, Name, City, Address, Type of License: **N/A**
67. Records check made (civil history). () Yes No (attach records)
68. Investigation made of character/reputation of manager, report details of investigation:
69. Number of Hours that will be spent by manager at licensed premises each week: **50**
70. Number of Hours that will be spent by manager working in occupation other than
licensed premises each week: **0**

**CITY MANAGER'S REPORT
APRIL 21, 2025 MCCOOK CITY COUNCIL MEETING**

2.C.

ITEM NO. ___ Public Hearing - Regarding a request from the City of McCook to approve the final plat which serves as a permanent step in the creation of Walters First Addition, an Addition to the City of McCook, Red Willow County, Nebraska.

2.D.

ITEM NO. ___ Adopt Resolution No. 2025-08 providing for the approval of the final plat for the establishment of Walters First Addition, an Addition to the City of McCook, Red Willow County, Nebraska.

BACKGROUND:

The City of McCook is requesting the McCook City Council to approve a final plat of the Walters First Addition, an Addition to the City of McCook, Red Willow County, Nebraska. A preliminary plat was approved by the McCook City Council at its April 7, 2025 meeting.

Due to the need to maintain flexibility with regard to the portion of the Walters tract of land that will be dedicated to single family residential development, the City of McCook is focusing on finalizing a plat for that portion of the property that will be dedicated to the P.F.C. Gerald L. Walters Youth Complex; commercial lots located west and southwest of the Youth Complex; and mixed-use multi-family/commercial lots located south of the Complex. The final plat contains dedicated streets and provides sufficient space for utility extensions. Care was taken to assure the Final Plat of the Walters First Addition blended with prior subdivision efforts to the west of the proposed addition, said tract known as Four Corners Addition to the City of McCook.

In all, the final plat for the Walters First Addition contains 39.4 acres +/- of land for the P.F.C. Gerald L. Walters Youth Complex; 23 acres +/- of land for commercial and/or multi-family development; and ample land for a street system that will tie not only the lots contemplated in the Final Plat, but also tie into the residential lots included in the Preliminary Plat. Additionally, the Final Plat provides for street infrastructure to the single family residential lots included in the Preliminary Plat. Finally, the Final Plat includes amenities necessary for proper storm drainage.

At the Planning Commission meeting held on April 14th, a public hearing was held whereby Craig Bennett of Miller & Associates and city staff presented the Walters First Addition Final Plat. Questions were asked, both by the Planning Commission and the public. Many of the questions focused on drainage. Mr. Bennett commented that detention ponds will be engineered to assure no more water than currently drains onto adjacent properties will drain following construction. The detention ponds will be constructed in a manner to assure storm water drainage does not exceed the current drainage amounts.

The Planning Commission voted unanimously to recommend approval of the Final Plat to the City Council.

A copy of the City of McCook's application is included with this report. Craig Bennett will be present at the April 21st McCook City Council meeting to answer any questions from the City Council or public.

APPROVALS:



Nathan A. Schneider, City Manager

April 17, 2025



Lea Ann Doak, City Clerk

April 17, 2025

EXHIBIT - #1

PAGE(S) - 1

**NOTICE OF PUBLIC HEARING
FINAL PLAT APPROVAL**

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the final plat on a tract of land located in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29), West of the 6th P.M. in the City of McCook, Red Willow County, Nebraska, to be known as Walters First Addition. A copy of the proposed final plat and legal description are available for public inspection at the office of the City Clerk.

A PUBLIC HEARING ON THE ABOVE-DESCRIBED FINAL PLAT APPROVAL WILL BE HELD ON THE DATE, TIME, AND AT THE PLACE LISTED BELOW:

APRIL 14, 2025 - 5:15 P.M.
MCCOOK PLANNING COMMISSION
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

APRIL 21, 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 final plat may attend the 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

Mail: April 4, 2025.
Post: April 4, 2025.

EXHIBIT - #2

PAGE(S) - 1

Property Owners Notified:

RED WILLOW CO. SCHOOL DIST. #17
700 WEST 7TH
MCCOOK, NE 69001

RED WILLOW COUNTY
C/O TAMI TEEL
502 NORRIS AVE
MCCOOK, NE 69001

DALE & JOAN STEWART
2103 N HWY 83
MCCOOK, NE 69001

DAVID & CHRISTINE CARFIELD
2205 PONDEROSA DRIVE
MCCOOK, NE 69001

CRAIG & CHERYL CHRISTNER
808 SPRUCE
MCCOOK, NE 69001

GALEN & MIRANDA PERRY
1001 W R STREET
MCCOOK, NE 69001

JERRY & MARY CHAMBERS
1606 WEST 9TH STREET
MCCOOK, NE 69001

RED WILLOW COUNTY FAIR BOARD
PO BOX 876
MCCOOK, NE 69001

RACHEL MCMAINS
1518 W 10TH
MCCOOK, NE 69001

CATHY LEMM-WEBER
CASEY BAKER
801 W 3RD
MCCOOK, NE 69001

PRESIDENT
MCCOOK PUBLIC SCHOOLS
600 WEST 7TH
MCCOOK, NE 69001

RED WILLOW CO. PLANNING COMM.
502 NORRIS AVE
MCCOOK, NE 69001

LONNIE & MAUREEN WOOD
111 E M STREET
MCCOOK, NE 69001

BRIAN & JESSICA LUKE
2202 PONDEROSA DRIVE
MCCOOK, NE 69001

W.A.G.S PROPERTIES, LLC
C/O CHRIS WAGNER
PO BOX 749
MCCOOK, NE 69001

QUILLAN COURTS, LLC
402 NORRIS AVE
MCCOOK, NE 69001

MCCOOK ECONOMIC DEVELOPMENT
402 NORRIS AVE
MCCOOK, NE 69001

GABRIEL CARBAJAL & MARISOL
GARCIA
1514 WEST 10TH
MCCOOK, NE 69001

LONNIE BONAR
811 E H
MCCOOK, NE 69001

JERRY & KALYN RUZICKA
1517 EAST FAIRACRES
MCCOOK, NE 69001

JOHN ALLEN
1203 WEST Q STREET
MCCOOK, NE 69001

ANGELA LAMPMAN
PO BOX 266
CHEYENNE WELLS, CO 80810

GREGORY & DEBORAH CROUCH
1514 EAST FAIRACRES
MCCOOK, NE 69001

MIKE & DIANNE KUGLER
13 SANDPIPER STREET
MCCOOK, NE 69001

JOHN & JENNIFER KUGLER
807 SPRUCE ROAD
MCCOOK, NE 69001

LUKE & KAREN BORTNER
73109 US HWY 83
MCCOOK, NE 69001

BRIAN LEVANDER TRUSTEE
3620 W OLD POTASH HWY
GRAND ISLAND, NE 68803

JEFFERY & JAMIE ESSLINGER
405 WEST Q ST
MCCOOK, NE 69001

JKS REAL ESTATE, LLC
2112 BLAKE DRIVE
MCCOOK, NE 69001

CAPPEL INDUSTRIAL PARK 4, LLC
C/O RICHARD CAPPEL
5 BRASSIE DRIVE
MCCOOK, NE 69001

Q STREET STORAGE, LLC
C/O HEDDY REINERS
PO BOX 514
MCCOOK, NE 69001

RICHARD LAMPMAN
1301 WEST Q
MCCOOK, NE 69001

MARGARITA DECAMPOS
1311 WEST Q STREET
MCCOOK, NE 69001

DENNIS & CATHERINE STEWART
1402 WEST Q STREET
MCCOOK, NE 69001

MARK & ELIZABETH WILCOX
PO BOX 26
MCCOOK, NE 69001

MICHAEL & SALLY DAFFER
70354 ROAD 395
DANBURY, NE 69026

BILLY & MICHELLE WITT
2105 BLAKE DRIVE
MCCOOK, NE 69001

KATHLEEN BIEKER
1608 W Q STREET
MCCOOK, NE 69001

JWT PROPERTIES, LLC
39345 US HWY 6
INDIANOLA, NE 69034

RANDY PETERS SEED FARMS, INC
71321 ROAD 378
MCCOOK, NE 69001

TERRY & JANA SIDES
603 WEST 1ST STREET
MCCOOK, NE 69001

TITAN MACHINERY, INC
A DELAWARE CORP
644 E BEATON DR
WEST FARGO, ND 58078

BARNETT LUMBER CO, INC
PO BOX 489
MCCOOK, NE 69001

NEBRASKA PUBLIC POWER DISTRICT
PO BOX 499
COLUMBUS, NE 68602

MCCOOK FLOOR COVERING INC
C/O CAROL SAMWAY
1801 N HWY 83
MCCOOK, NE 69001

DEAN & RHONDA HILKER
1810 W Q STREET
MCCOOK, NE 69001

**NOTICE OF PUBLIC HEARING
FINAL PLAT APPROVAL**

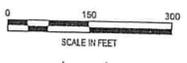
NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of McCook Planning Commission on April 14, 2025, at 5:15 P.M. and by the McCook City Council on April 21, 2025, at 5:30 P.M. The hearings will be held in the City Council Chambers, 505 West "C" Street, McCook, Nebraska, to consider the final plat on a tract of land located in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29), West of the 6th P.M. in the City of McCook, Red Willow County, Nebraska, to be known as Walters First Addition. A copy of the proposed final plat and legal description are available for public inspection at the office of the City Clerk. Any and all persons desiring to comment on the proposed final plat 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

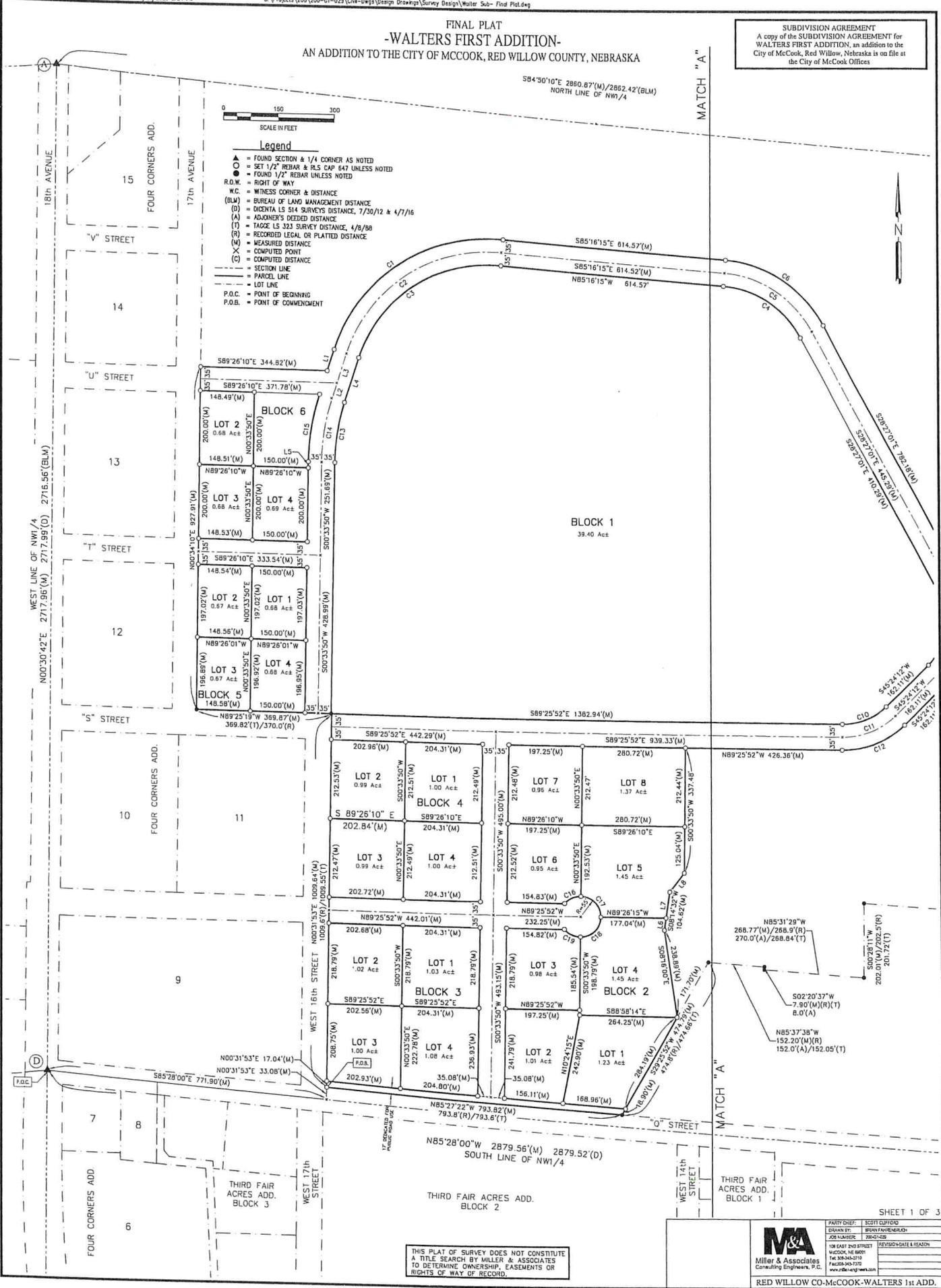
Publish: April 4, 2025.

FINAL PLAT
 -WALTERS FIRST ADDITION-
 AN ADDITION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA

SUBDIVISION AGREEMENT
 A copy of the SUBDIVISION AGREEMENT for WALTERS FIRST ADDITION, an addition to the City of McCook, Red Willow, Nebraska is on file at the City of McCook Offices



- Legend**
- ▲ = FOUND SECTION & 1/4 CORNER AS NOTED
 - = SET 1/2" REBAR & R.S. CAP 647 UNLESS NOTED
 - = FOUND 1/2" REBAR UNLESS NOTED
 - R.O.W. = RIGHT OF WAY
 - WC = WITNESS CORNER & DISTANCE
 - (BLM) = BUREAU OF LAND MANAGEMENT DISTANCE
 - (D) = DICENTA LS 514 SURVEYS DISTANCE, 7/30/12 & 4/7/16
 - (A) = ADJONER'S DEEDED DISTANCE
 - (T) = TAGGE LS 323 SURVEY DISTANCE, 4/8/88
 - (R) = RECORDED LEGAL OR PLATTED DISTANCE
 - (S) = MEASURED DISTANCE
 - (C) = COMPUTED POINT
 - (X) = COMPUTED DISTANCE
 - = SECTION LINE
 - - - = PARCEL LINE
 - = LOT LINE
 - = P.O.C. POINT OF BEGINNING
 - = P.O.B. POINT OF COMMENCEMENT



THIS PLAT OF SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MILLER & ASSOCIATES TO DETERMINE OWNERSHIP, EASEMENTS OR RIGHTS OF WAY OF RECORD.

MA
 Miller & Associates
 Consulting Engineers, P.C.

REYDSON/DUMAS & REAYSON

REVISIONS

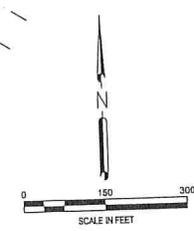
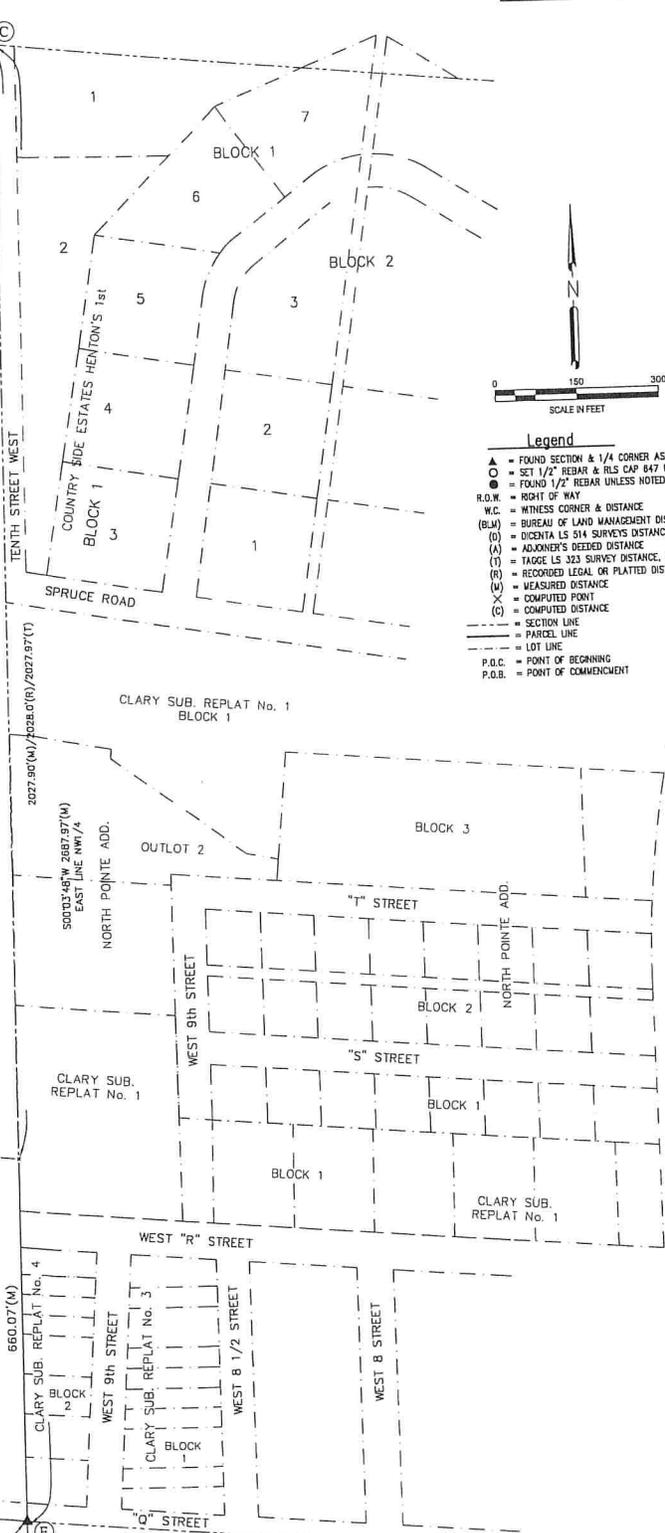
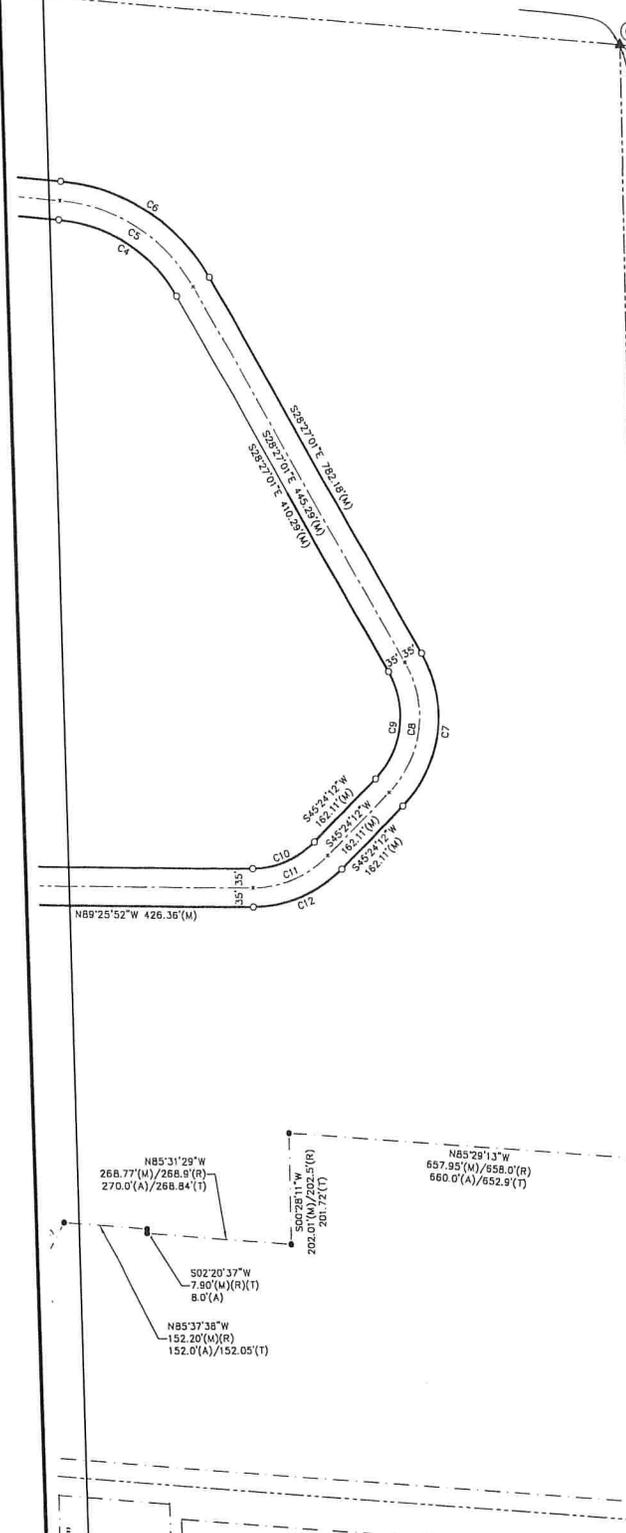
DATE	BY	REVISION
08/01/2025	REYDSON/DUMAS & REAYSON	REVISED DATE & REASON

RED WILLOW CO.-MCCOOK-WALTERS 1st ADD.

FINAL PLAT
 -WALTERS FIRST ADDITION-
 AN ADDITION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA

L1	S17°20'32"W	80.33'
L2	N17°20'32"E	43.69'
L3	N17°20'32"E	83.18'
L4	N17°20'32"E	127.17'
L5	S00°33'50"W	16.68'
L6	S08°14'32"W	33.43'
L7	S08°14'32"W	104.67'
L8	S37°35'14"W	65.06'

MATCH "A"



- Legend**
- ▲ = FOUND SECTION & 1/4 CORNER AS NOTED
 - = SET 1/2" REBAR & RLS CAP 847 UNLESS NOTED
 - = FOUND 1/2" REBAR UNLESS NOTED
 - R.O.W. = RIGHT OF WAY
 - W.C. = WITNESS CORNER & DISTANCE
 - (BLM) = BUREAU OF LAND MANAGEMENT DISTANCE
 - (D) = DODGE LS 323 SURVEY DISTANCE, 7/30/12 & 4/7/16
 - (A) = ADJOINER'S DEEDED DISTANCE
 - (T) = TAGGE LS 323 SURVEY DISTANCE, 4/8/88
 - (R) = RECORDED LEGAL OR PLATTED DISTANCE
 - (M) = MEASURED DISTANCE
 - (C) = COMPUTED DISTANCE
 - (X) = COMPUTED POINT
 - (C) = COMPUTED DISTANCE
 - = SECTION LINE
 - = PARCEL LINE
 - = LOT LINE
 - P.B.C. = POINT OF BEGINNING
 - P.O.B. = POINT OF COMMENCEMENT

MATCH "A"

THIRD FAIR ACRES ADD. BLOCK 1

DATE: 03/21/2025	DRAWN BY: BRIAN FROSTEN/MLC	JOB NUMBER: 205-01-C01	REVISION DATE & REASON:
M&A Miller & Associates Consulting Engineers, P.C.			110 EAST 2ND STREET MCCOOK, NE 68001 TEL: 281-343-3170 FAC: 281-343-1070 WWW: www.millerandassociates.com
RED WILLOW CO-McCOOK-WALTERS 1st ADD.			

FINAL PLAT
-WALTERS FIRST ADDITION-
 AN ADDITION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA

LEGAL DESCRIPTION

A tract of land being part of the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29) West of the 6th Principal Meridian, Red Willow County, Nebraska, and more particularly described as follows:
 Commencing at a conc. nail & "x" at the West 1/4 Corner of Section 19;
 thence S 85°28'00" E on the South line of said Northwest Quarter, and all bearings contained herein are relative thereto, a distance of 771.90 feet;
 thence N 00°31'53" E a distance of 33.08 feet to a 1/2" rebar & RLS cap 647 and the POINT OF BEGINNING
 thence continuing N 00°31'53" E a distance of 1009.64 feet to a 1/2" rebar;
 thence N 89°25'19" W a distance of 369.87 feet to a 1/2" rebar;
 thence N 00°34'10" E a distance of 927.91 feet to a 1/2" rebar & RLS cap 647;
 thence S 89°26'10" E a distance of 345.85 feet to a 1/2" rebar & RLS cap 647;
 thence N 17°20'32" E a distance of 60.33 feet to a 1/2" rebar & RLS cap 647;
 thence Northeasterly on a tangent curve to the Right having a central angle of 77°39'22", a radius of 435.00 feet, an arc length of 589.59 feet, and a chord bearing of N 56°10'15" E a distance of 545.49 feet to a 1/2" rebar & RLS cap 647;
 thence S 85°16'15" E a distance of 612.51 feet to a 1/2" rebar & RLS cap 647;
 thence Southeasterly on a tangent curve to the Right having a central angle of 56°49'14", a radius of 335.00 feet, an arc length of 332.22 feet, and a chord bearing of S 56°51'38" E a distance of 318.77 feet to a 1/2" rebar & RLS cap 647;
 thence S 28°27'01" E a distance of 782.18 feet to a 1/2" rebar & RLS cap 647;
 thence Southwesterly on a tangent curve to the Right having a central angle of 73°51'13", a radius of 235.00 feet, an arc length of 302.91 feet, and a chord bearing of S 08°28'35" W a distance of 282.37 feet to a 1/2" rebar & RLS cap 647;
 thence S 45°09'56" E a distance of 165.00 feet to a 1/2" rebar & RLS cap 647;
 thence in a Westerly direction on a tangent curve to the Right having a central angle of 45°09'56", a radius of 235.00 feet, an arc length of 185.25 feet, and a chord bearing of S 67°59'10" W a distance of 180.49 feet to a 1/2" rebar & RLS cap 647;
 thence N 89°25'52" W a distance of 426.36 feet to a 1/2" rebar & RLS cap 647;
 thence S 00°33'50" W a distance of 337.48 feet to a 1/2" rebar & RLS cap 647;
 thence S 37°35'14" W a distance of 65.06 feet to a 1/2" rebar & RLS cap 647;
 thence S 08°14'32" W a distance of 104.62 feet to a 1/2" rebar & RLS cap 647;
 thence S 08°16'00" E a distance of 238.89 feet to a 1/2" rebar & RLS cap 647;
 thence S 29°25'52" W a distance of 303.09 feet to a 1/2" rebar;
 thence N 85°27'22" W a distance of 793.82 feet to the Point of Beginning.
 Containing 74.63 acres, more or less.

CURVE DATA					
NUMBER	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	77°21'3"	435.00	587.54	S 56°02'09" W	543.88'
C2	77°21'3"	400.00	540.27	S 56°02'09" W	500.13'
C3	77°21'3"	365.00	492.98	S 56°02'09" W	456.36'
C4	56°49'14"	265.00	262.80	N 56°51'38" W	252.16'
C5	56°49'14"	300.00	297.51	N 56°51'38" W	285.47'
C6	56°49'14"	335.00	332.22	N 56°51'38" W	318.77'
C7	73°51'13"	200.00	257.80	S 08°28'35" E	240.32'
C8	73°51'13"	235.00	292.80	S 08°28'35" E	278.26'
C9	73°51'13"	270.00	327.80	S 08°28'35" E	316.20'
C10	45°09'56"	165.00	130.07	N 67°59'10" E	126.73'
C11	45°09'56"	200.00	157.66	N 67°59'10" E	153.61'
C12	45°09'56"	235.00	185.25	N 67°59'10" E	180.49'
C13	16°46'43"	565.00	165.45	S 08°57'11" W	164.86'
C14	16°46'43"	600.00	175.97	S 08°21'45" W	175.34'
C15	16°46'43"	635.00	185.95	S 08°57'11" W	185.29'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S17°20'32"E	60.33'
L2	N17°20'32"E	43.59'
L3	N17°20'32"E	83.80'
L4	N17°20'32"E	127.17'
L5	S00°33'50"W	18.89'
L6	S08°14'32"W	33.43'
L7	S08°14'32"W	104.62'
L8	S37°35'14"W	65.06'

SURVEYOR'S CERTIFICATE

I, Scott S. Clifford, Nebraska Professional Registered Land Surveyor No. 647, do hereby certify that the survey on "WALTERS FIRST ADDITION", an addition to the City of McCook, Red Willow County, Nebraska, was performed under my direct supervision, the lots are well and accurately staked off and marked, the dimensions of the lots are as shown on the above plat, the lots bear their own number, and that the survey was made using known and recorded monuments. All information shown on the above plat is accurate and correct to the best of my knowledge and belief.

(S E A L)

Scott S. Clifford
 Nebraska Professional Registered Land Surveyor No. 647

Date _____

PLANNING COMMISSION APPROVAL

This Plat was duly approved by the City of McCook, Red Willow, Nebraska Planning Commission on this _____ day of _____, 2025.

City Manager _____ Chairman or Vice Chairman _____
 Secretary _____

MUNICIPAL APPROVAL

This Plat was duly approved by the City of McCook, Red Willow, on this _____ day of _____, 2025.

City Clerk _____ Mayor _____

DEDICATION

City of McCook, a municipal corporation, as it appears on the foregoing Plat and as described with the desires of the undersigned owner and proprietor. The said owner hereby dedicate the streets, alleys, easements and other open areas to the Public use and benefit.

Mayor _____

City Manager _____

ACKNOWLEDGMENTS

STATE OF _____ S.S.
 COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by (print name) _____ Mayor _____

(S E A L)

Notary Public _____

My commission expires _____

ACKNOWLEDGMENTS

STATE OF _____ S.S.
 COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by (print name) _____ City Manager _____

(S E A L)

Notary Public _____

My commission expires _____

SECTION CORNER TIES

- A NW COR. SEC. 19-3-29 FOUND "x" W/ BENT NAIL IN SOUTH BOUND OF HWY 82
 1. "x" ON ROW MKR 47.40' W
 2. TOP NUT FN 53.50' SE
 3. "x" ON ROW MKR 63.11' E
 4. SE COR OF CATCH BASIN 63.36' SW
- C N 1/4 COR. SEC. 19-3-29 FOUND 3" BRASS CAP & FENCE CORNER
 1. NFP 17.52' E
 2. NTFP 16.42' N
 3. NTFP 21.92' W
 4. NFP 30.50' S
- D W 1/4 COR. SEC. 19-3-29 FOUND CONC NAIL & "x" IN LEFT NORTH BOUND LANE OF HWY 83
 1. NE BOLT OF LIGHT POLE 64.35' SE
 2. NE COR. CONC VAULT PAD 104.85' SW
 3. FACE COR. POST AT BASE 102.80' NW
 4. B.C. WC 3" 64.76' W
- E 1/4 COR. SEC. 19-3-29 FOUND NORTH ILLIGIBLE ALUM. CAP W/ "O" STREET
 1. "x" ON ROW 38.25' NE
 2. "x" ON ROW 38.25' SE
 3. N & B.C. IN P.P. 31.75' S
 4. 2" BC WC 32.85' N

CURVE DATA					
NUMBER	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	77°39'22"	435.00	589.59	N 56°10'15" E	545.49'
C2	77°23'13"	400.00	540.26	S 56°02'09" W	500.12'
C3	77°42'36"	365.00	495.05	S 56°11'50" W	457.97'
C4	56°49'14"	265.00	262.80	N 56°51'38" W	252.16'
C5	56°49'14"	300.00	297.51	N 56°51'38" W	285.47'
C6	56°49'14"	335.00	332.22	N 56°51'38" W	318.77'
C7	73°51'13"	200.00	257.80	S 08°28'35" W	240.32'
C8	73°51'13"	235.00	292.80	S 08°28'35" W	278.26'
C9	73°51'13"	270.00	327.80	S 08°28'35" W	316.20'
C10	45°09'56"	165.00	130.07	N 67°59'10" E	126.73'
C11	45°09'56"	200.00	157.66	N 67°59'10" E	153.61'
C12	45°09'56"	235.00	185.25	N 67°59'10" E	180.49'
C13	16°46'43"	565.00	165.45	S 08°57'11" W	164.86'
C14	16°46'43"	600.00	175.97	S 08°21'45" W	175.34'
C15	16°46'43"	635.00	185.95	S 08°57'11" W	185.29'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N17°20'32"E	60.33'
L2	N17°20'32"E	43.59'
L3	N17°20'32"E	83.80'
L4	N17°20'32"E	127.17'
L5	S00°33'50"W	18.89'
L6	S08°14'32"W	33.43'
L7	S08°14'32"W	104.62'
L8	S37°35'14"W	65.06'

RECORDING INFORMATION

State of Nebraska (County of Red Willow)
 Instrument Number: _____

DATE: _____

TIME: _____

(signature) _____
 (Register of Deeds)

BASIS OF BEARINGS:

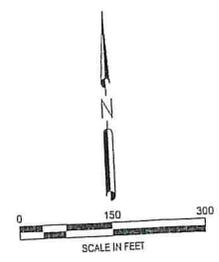
All bearings are based on Red Willow County Law Distortion Projection from Nebraska State Surveyor's Office.
 Projection = Transverse Mercator
 Scale Factor = 1.000115
 Central Meridian = 100°20'00" West
 Standard Parallel = 40°10'00" North
 False N/E = 2500000.000 (meters)
 Spheroid = Datum = GRS80 - NAD83



Miller & Associates
 Consulting Engineers, P.C.
 18 EAST 2ND STREET
 MCCOOK, NE 68001
 TEL: 308-340-3710
 FAX: 308-340-3710
 www.millerand.com

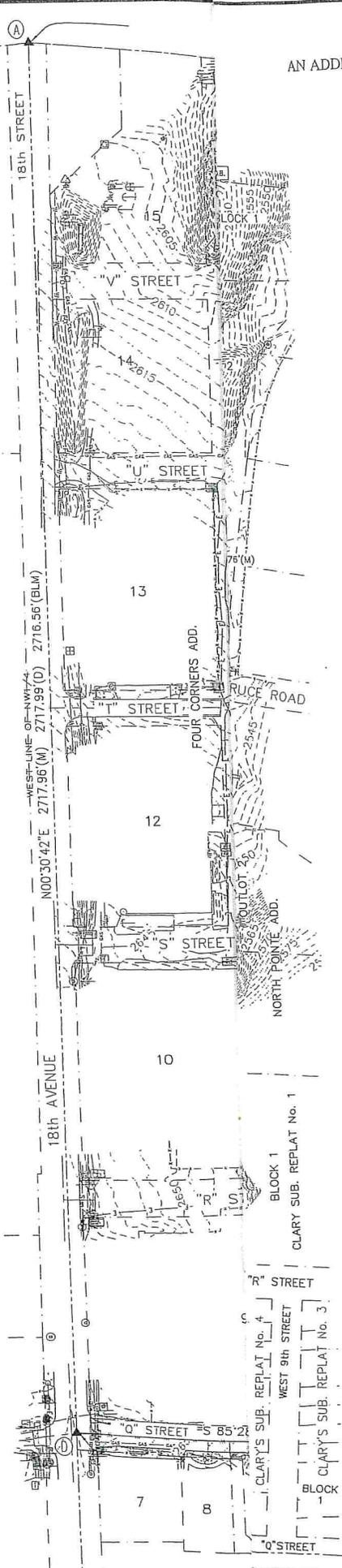
RED WILLOW CO-MCCOOK-WALTERS 1st ADD.

PRELIMINARY PLAT
 -WALTERS FIRST ADDITION-
 AN ADDITION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA



CURVE DATA					
NUMBER	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	181°29'	435.00'	138.20'	N 28°31'12" E	137.62'
C2	41°55'28"	400.00'	292.89'	S 40°34'51" W	288.20'
C3	78°28'23"	365.00'	487.17'	S 58°29'32" W	451.81'
C4	19°08'25"	435.00'	145.06'	S 47°22'29" W	144.39'
C5	19°08'25"	435.00'	145.06'	S 75°42'42" W	144.39'
C6	9°27'51"	435.00'	71.85'	S 89°59'50" W	71.77'
C7	33°11'10"	400.00'	231.68'	S 78°08'10" W	228.46'
C8	12°28'33"	335.00'	72.94'	N 79°51'58" W	72.80'
C9	25°38'34"	335.00'	149.93'	N 59°58'24" W	148.68'
C10	18°42'08"	335.00'	109.35'	N 37°48'04" W	108.86'
C11	56°49'14"	300.00'	297.51'	N 56°51'38" W	285.47'
C12	56°49'14"	265.00'	262.80'	N 56°51'38" W	252.10'
C14	104°49'10"	55.00'	100.62'	S 07°49'58" W	87.16'
C15	75°07'02"	55.00'	72.11'	N 82°11'56" W	67.05'
C16	101°01'15"	55.00'	98.97'	N 05°32'13" E	84.89'
C17	18°29'38"	235.00'	75.65'	S 18°08'56" W	75.52'
C18	30°34'25"	235.00'	125.40'	N 39°40'58" E	123.92'
C19	55°35'52"	200.00'	194.25'	N 33°43'33" E	186.70'
C20	34°21'35"	165.00'	98.95'	S 23°04'55" W	97.47'
C21	21°17'17"	165.00'	61.30'	S 50°54'21" W	60.95'
C22	6°34'49"	235.00'	26.99'	N 58°15'35" E	26.97'
C23	13°01'03"	235.00'	53.39'	N 21°56'30" W	53.28'
C24	30°29'02"	235.00'	125.03'	N 00°11'28" W	123.58'
C25	30°21'08"	235.00'	124.49'	S 30°13'37" W	123.04'
C26	73°51'13"	200.00'	257.80'	N 08°28'35" E	240.32'
C27	73°51'13"	165.00'	212.88'	N 08°28'35" E	198.28'
C28	15°40'16"	235.00'	80.68'	S 55°41'19" W	80.29'
C29	25°29'41"	235.00'	104.57'	N 77°49'18" E	103.71'
C30	45°09'58"	200.00'	157.66'	N 67°59'10" E	153.61'
C31	45°09'58"	165.00'	130.07'	N 67°59'10" E	126.71'
C32	50°28'25"	55.00'	48.45'	S 65°19'37" W	46.90'
C33	90°00'00"	55.00'	86.39'	N 44°26'10" W	77.78'
C34	90°00'00"	55.00'	86.39'	N 45°33'50" E	77.78'
C36	18°46'43"	600.00'	185.93'	S 08°57'11" W	185.29'
C37	18°46'43"	600.00'	175.70'	S 08°57'11" W	175.08'
C38	17°41'29"	565.00'	174.46'	S 08°24'34" W	173.76'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°26'10"E	15.37'
L2	N24°01'39"E	29.91'
L3	N38°05'48"E	49.69'
L4	N51°26'31"E	59.74'
L5	N32°44'58"E	63.46'
L6	N20°37'15"E	72.37'
L7	N20°26'29"E	101.30'
L8	N20°26'29"E	101.30'
L9	N20°26'29"E	39.46'
L10	N26°13'12"E	61.54'
L11	N88°39'44"E	28.88'
L12	N76°17'38"E	68.19'
L13	S84°50'10"E	53.56'
L14	S84°50'10"E	83.01'
L15	S18°15'18"W	67.42'
L16	S18°16'12"W	99.33'
L17	S18°16'12"W	44.20'
L18	S61°32'59"W	88.07'
L19	S87°00'45"E	64.21'
L20	N05°54'07"E	31.48'
L21	S05°54'07"W	69.94'
L22	S00°33'50"W	16.69'
L23	S08°14'32"W	33.43'
L24	S08°14'32"W	71.15'
L25	S37°35'14"W	55.06'
L26	S70°49'22"W	85.39'
L27	S77°23'51"W	120.37'
L28	S77°26'33"W	112.95'
L29	S88°06'49"W	118.88'
L30	S45°24'12"W	28.00'
L31	N85°16'15"W	50.00'



WARRANTY DEED DESCRIPTION
 INSTRUMENT NO. 2024-00824
 RECORDED JUNE 21, 2024

A tract of land in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29), West of the 6th P.M., more particularly described as follows:
 Referring to the north quarter corner of said Section 19 as the true point of beginning; thence S0°12'E, 2,028.0 feet to a point; thence N85°45'W, 658.0 feet to a point; thence S0°13'W, 202.5 feet to a point; thence N85°47'W, 268.9 feet to a point; thence N01°45'E, 7.9 feet to a point; thence N85°45'W, 152.2 feet to a point; thence S29°17'W, 474.8 feet to a point; thence N85°37'W, 793.8 feet to a point; thence N0°21'E, 1,009.6 feet to a point; thence N89°36'W, 370.0 feet to a point; thence N0°24'E, 1,696.8 feet to a point; thence S84°59'E, 2,457.1 feet to the point of beginning, containing 127.8 acres, more or less, according to a survey dated March 5, 1982, by Darrell W. Burke, Registered Land Surveyor.

- Legend**
- ▲ = FOUND SECTION & 1/4 CORNER AS NOTED
 - = SET 1/2" REBAR & RLS CAP 647 UNLESS NOTED
 - = FOUND 1/2" REBAR UNLESS NOTED
 - R.O.W. = RIGHT OF WAY
 - W.C. = WITNESS CORNER & DISTANCE
 - (BLM) = BUREAU OF LAND MANAGEMENT DISTANCE
 - (D) = DICENTA LS 514 SURVEYS DISTANCE, 7/30/12 & 4/7/16
 - (A) = ADJOINER'S DEEDED DISTANCE
 - (T) = TAGGE LS 323 SURVEY DISTANCE, 4/8/88
 - (R) = RECORDED LEGAL OR PLATTED DISTANCE
 - (M) = MEASURED DISTANCE
 - (C) = COMPUTED POINT
 - (D) = COMPUTED DISTANCE
 - = SECTION LINE
 - = PARCEL LINE
 - = LOT LINE
 - P.O.C. = POINT OF BEGINNING
 - P.O.B. = POINT OF COMMENCEMENT

- SECTION CORNER TIES**
- (A) NW COR., SEC. 19-3-29
 FOUND "X" W/ BENT NAIL IN SOUTH BOUND OF HWY B3
 1. "X" ON ROW MKR 47.40' W
 2. TOP NUT FIN 53.50' SE
 3. "X" ON ROW MKR 95.11' E
 4. SE COR OF CATCH BASIN 63.38' SW
 - (C) N 1/4 COR. SEC. 19-3-29
 FOUND 3" BRASS CAP & FENCE CORNER
 1. HRP 17.52' E
 2. NTFP 19.42' N
 3. NTFP 21.70' W
 4. NFP 30.50' S
 - (D) W 1/4 COR. SEC. 19-3-29
 FOUND CONC. NAIL & "X" IN LEFT N. BOUND LAND OF HWY B3
 1. NE BOLT OF LIGHT POLE 64.35' SE
 2. NE COR. CONC. VAULT PAD 104.85' SW
 3. FACE COR. POST AT BASE
 4. B.C. WC 3' 64.76' W
 - (E) C 1/4 COR. SEC. 19-3-29
 FOUND WORN ILLEGIBLE ALUM. CAP IN "O" STREET
 1. "X" MH RIM 38.25' NE
 2. "X" MH RIM 38.25' SE
 3. N & BC IN PP 33.75' S
 4. 2" BC WC 3' 32.85' N

EXHIBIT - #6
PAGE(S) - 1

PREPARED BY:

 MILLER & ASSOCIATES
 CONSULTING ENGINEERS, P.C.
 1111 CENTRAL AVENUE
 KEARNEY, NE 68847

WALTERS FIRST ADDITION
 McCook, Nebraska

THIS PLAT OF SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MILLER & ASSOCIATES TO DETERMINE OWNERSHIP, EASEMENTS OR RIGHTS OF WAY OF RECORD.

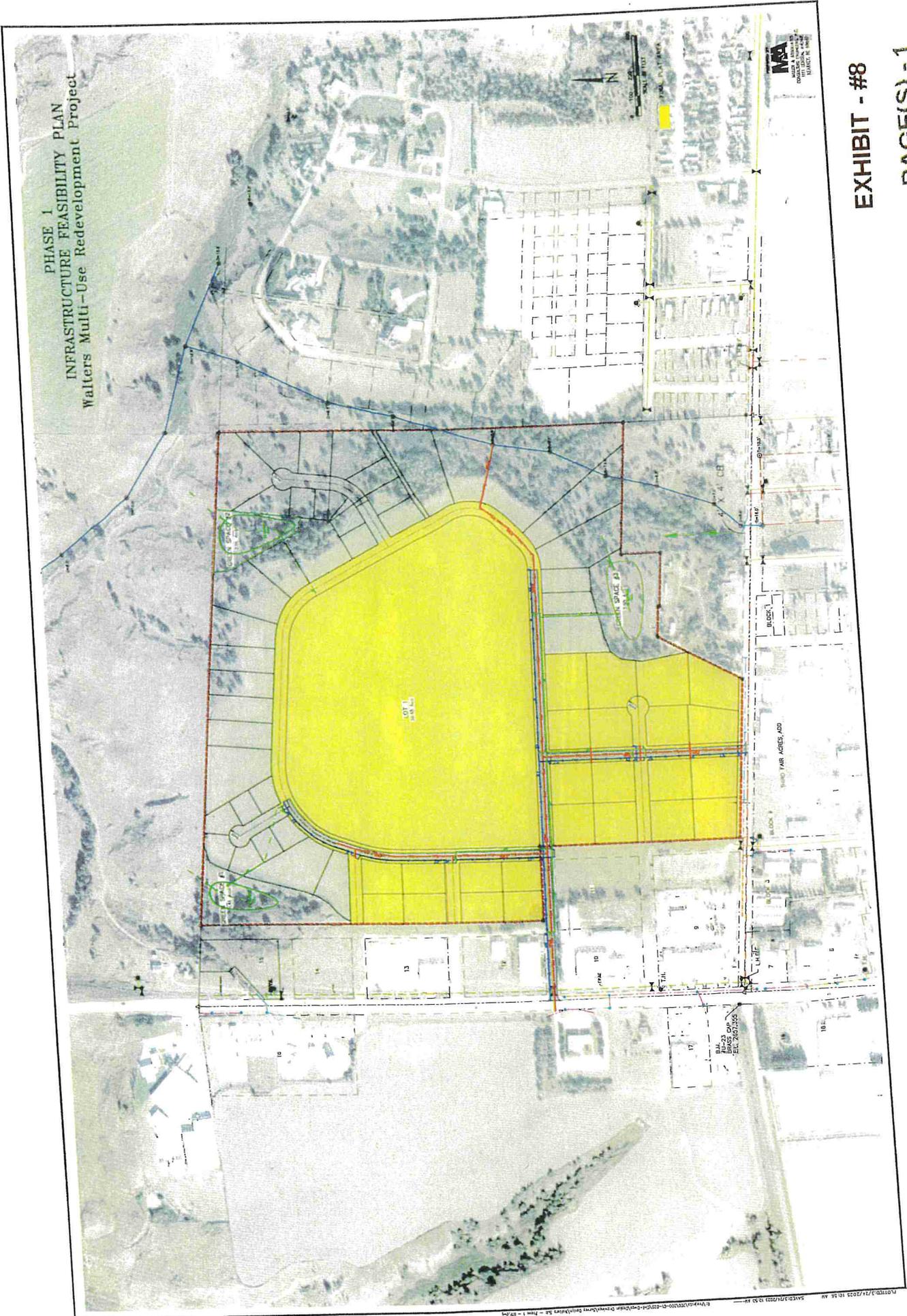
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 PLOTTED: 3/24/2025 3:54 PM
 SAVED: 3/21/2025 8:22 AM

PROPOSED INFRASTRUCTURE DEVELOPMENT
Walters Multi-Use Redevelopment Project



MA
 MULLA & ASSOCIATES, P.C.
 1000 WEST 10TH AVENUE, SUITE 200
 DENVER, CO 80202

PHASE 1
INFRASTRUCTURE FEASIBILITY PLAN
Walters Multi-Use Redevelopment Project





City of McCook
505 West C Street * PO Box 1059
McCook, NE 69001
(308) 345-2022 * Fax (308) 345-1461
www.cityofmccook.com

MINOR & MAJOR SUBDIVISION APPLICATION

Name of Project (If applicable): Walters First Addition to the City of McCook

Description of Project: The City requests a preliminary & final plat
approval for a tract of land located in the NW 1/4 of
19-3-29, West of the 6th PM.

Project sponsor or developer:

Name: City of McCook

Address: 505 West C

Phone number: 308-345-2022

Fax number: _____

E-mail Address: n.schneider@cityofmccook.com

Landowner or owners:

Name: City of McCook

Address: 505 West C

Phone number: 308-345-2022

Fax number: _____

E-Mail Address: n.schneider@cityofmccook.com

Authorization of the land use action by landowner:

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)

Nathan A. Schneider
Printed Name:

[Signature]
Signature:

3-25-25
Date:

Printed Name:

Signature:

EXHIBIT - #9

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Subdivisions:

Sketch Plan:

- (1) General lot layout on a topographic background of the proposed subdivision including approximate location of streets, alleys, lots and other significant features.
- (2) Surrounding streets, alleys, and land use features.
- (3) General location of existing sewer and waterlines (developments not intending to use city sewer and water are to include a written explanation of the proposal to satisfy these utility needs.)
- (4) General location of utility easements and types of utilities to be included.
- (5) General location of any open space and an explanation of the type of facilities that will be provided.

Attachments: In addition to the above noted sketch plan, the subdivider shall attach the following:

- (1) A letter requesting only change of zoning or special exception required for the development to proceed. *N/A*
- (2) Written description of the type of housing, commercial, industrial, or public uses to be included in the subdivision. *Single family + multi-family*
- (3) An explanation of what the general character of the area will be when it is developed and how it will relate to the adjacent surrounding areas. *Commercial, residential*
- (4) An explanation of how the proposed development relates to the Comprehensive Plan (Particularly regarding land use, thoroughfare, and public facilities) *The development of this parcel will provide opportunity*
- (5) Is it the intent to use Deed Restrictions or any other method of controlling the character and/or the quality of the area? *commercially, residentially*

To Be Determined

If so, briefly explain what they might consist of:

(Attach explanation)

Attach proposed Subdivision Agreement. (See Part D of the Subdivision Regulations)

To be completed upon approval of final plat

Preliminary Plat Submission:

- (a) Plat Submission Requirements: The subdivider shall submit to the Zoning Administrator:
_____ five (5) copies of the preliminary plat and any supplemental materials specified by the Planning Commission of conditional approval. (The plat submission requirements are stipulated under C-3 Procedure for conditional approval of Preliminary Plat of the City of McCook Subdivision Regulations)

- (b) Fees: A plat review fee shall accompany the preliminary plat in

the amount of \$500 as specified in the City Fee Ordinance.

✓
_____ (c) Scale and Preliminary Plat contents. Preliminary plats shall be a scale of one (1) inch to one hundred (100) feet or 1" = 200' if seventy-five percent (75%) of the lots are one (1) acre or larger, and shall be prepared with the following information:

✓
_____ (1) The proposed name of the subdivision (the name shall not duplicate or too closely resemble the name or names of any existing subdivision).

✓
_____ (2) The location of the boundary lines of the subdivision and reference to the section or quarter section lines.

✓
_____ (3) The names and addresses of the owner, developer, and the engineer who prepared the plat.

✓
_____ (4) Scale of the plat, one inch = one hundred feet or larger.

✓
_____ (5) Date of preparation and north point.

✓
_____ (6) Present zoning.

✓
_____ (7) Existing conditions:

_____ aa. Location, width and name of platted streets or other public ways, railroads and utility rights-of-way, parks and other public open spaces and permanent buildings within or adjacent to the proposed subdivision shall be shown on the Preliminary Plat.

_____ bb. All existing sewers, water mains, gas mains, culverts, or other underground installations, within the proposed subdivision, or adjacent thereto, with pipe size and manholes, grades and location shall be shown. Control elevation of surface drainage entering and existing from the property.

_____ cc. Names of adjacent subdivisions together with arrangement of streets and lots, and owners of adjacent parcels of unsubdivided land shall be shown.

_____ dd. Topography (unless specifically waived) with contour intervals of not more than five (5) feet, referred to City or U.S.G.S. datum shall be shown; also, location of water courses, bridges, wooded areas, lakes, ravines, and such other features as may be pertinent to the subdivision shall be shown.

✓
_____ (8) The general arrangement of lots and their approximate size.

✓
_____ (9) Location and width of proposed streets, alleys, pedestrian ways, and easements. Control elevation shall be shown for all street intersections.

✓
_____ (10) The general plan of sewage disposal, water supply and utilities in areas where public sewers and/or water are proposed to serve the subdivision. In other cases, a notation shall be made on the plat indicating type of sewage disposal, and water system proposed.

- (11) Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation for public use.
- (12) General layout of adjacent unsubdivided property to show how streets and other public facilities, in the proposed subdivision, relate to the unsubdivided property.
- (13) The subdivider shall indicate by letter when improvements as required will be installed or requested. TBD
- (14) Any proposed restrictive covenants for the land involved shall accompany the plat. TBD
- (15) A letter requesting annexation of the subdivision if it is in the planning jurisdiction to be served with city utilities. N/A

McCook Planning Commission
April 14, 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 Chad Lyons; Vice Chair Tammie Hilker; Commissioners Camy Bradley, Ron Friehe, Bruce McDowell, Jamie Mockry, Jesse Stevens, Kurt Vosburg.

Absent: Commissioners Matt Davidson, Mark Currier.

City Officials present: City Manager Nate Schneider, Assistant City Manager Tera Koetter, City Attorney Nate Mustion, City Clerk Lea Ann Doak, Building Official Barry Mooney.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on April 10, 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 March 31, 2025 special Planning Commission meeting.

Motion to approve the minutes of the March 31, 2025 special Planning Commission meeting. This motion, made by Lyons and seconded by Vosburg, passed.

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

2. Public Hearings and Regular Agenda.

- 2.A Public Hearing - Regarding a request from the City of McCook to recommend approval of a final plat which serves as a permanent step in the creation of the Walters 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 from the City of McCook to recommend approval of a final plat which serves as a permanent step in the creation of the Walters 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 Mockry, passed.

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

McDowell: YEA, Mockry: YEA, Stevens: YEA, Vosburg: YEA
YEA: 8, NAY: 0, ABSENT: 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the April 14, 2025, Planning Commission meeting (1 page); Exhibit #2 - Notice of Public Hearing mailed and posted (1 page); Exhibit #3 - listing of property owners notified (3 pages); Exhibit #4 - Notice of Public Hearing published (1 page); Exhibit #5 - Walters First Addition Final Plat (3 pages); Exhibit #6 - Walters First Addition Preliminary Plat (1 page); Exhibit #7 - Walters First Addition Proposed Infrastructure Development (1 page); Exhibit #8 - Phase I Walters First Addition Infrastructure Feasibility Plan (1 page); and Exhibit #9 - Land Use Application and attachments (5 pages).

Exhibit #1 through Exhibit #9 were accepted into evidence, comments were taken from city staff and Planning Commission, before opening to the public.

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

Craig Bennett, Miller & Associates, reviewed Exhibit #5 - Exhibit #9 and answered questions from the commission and public.

Joan and Dale Stewart, 2103 N Highway 83; Maureen and Lonnie Wood, 71749 Road 385; John Allen, 1203 West "Q" Street; and Susan Campos, had questions regarding drainage around the area.

Discussion included how the sizes of the detention ponds were determined, the ponds will retain the water for a 24 hour period and will have a slow release system; explaining the difference between a retention and a detention pond; the water lines are sized large enough to serve the proposed addition; and the depth of the sewer line will be 30 feet, which will allow it to serve the addition and further west to properties along the west side of Highway 83;

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

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

2.B. Recommend the approval of a final plat for the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recommend the approval of a final plat for the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska. This motion, made by Lyons and seconded by McDowell, passed.

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

2.C. Discussion regarding the review of the City of McCook's proposed Zoning Regulations.

Discussion was held regarding the City of McCook's proposed Zoning Regulations.

It was the consensus of the Commission to have review of the first three chapters at the May 12, 2025 meeting.

2.D. Select new officers for the term of April 2025 through March 2026 - Chair, Vice-Chair, and Secretary - pursuant to Chapter 35, Section 35.001 of the City of McCook Code of Ordinances.

Motion to retain Chad Lyons as Chair, Tammie Hilker as Vice Chair, and Camy Bradley as Secretary of the Commission. This motion, made by Vosburg and seconded by Friehe, passed.

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

YEA: 8, NAY: 0, ABSENT: 2

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 7:00 P.M.

Lea Ann Doak, City Clerk-Treasurer
Recording Secretary

RESOLUTION NO. 2025-08

WHEREAS, the City of McCook applied for approval of a subdivision of a part of the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29), West of the 6th P.M., Red Willow County, Nebraska, located within the corporate limits of the City of McCook to be known as Walters First Addition to the City of McCook, Red Willow County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA:

SECTION 1. That the plat of Walters First Addition to the City of McCook, Red Willow County, Nebraska, duly made out, acknowledged and certified, and the same hereby is approved in accordance with the provisions and requirements of Section 19-916 of the Nebraska Revised Statutes and accepted and ordered filed and recorded in the Office of the Register of Deeds of Red Willow County, Nebraska.

SECTION 2. That the Mayor and City Clerk be and are hereby authorized and directed to execute the final plat on behalf of the City of McCook, Nebraska.

PASSED AND APPROVED THIS 21st day of April, 2025.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

EXHIBIT - #11

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**CITY MANAGER'S REPORT
APRIL 21, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM: 2.E Update and discussion regarding the City of McCook's progress on a new Comprehensive Plan, Zoning Regulations, and Subdivision Regulations.

BACKGROUND:

At the April 14, 2025 McCook Planning Commission meeting, a discussion occurred regarding the preferred method of reviewing the Zoning Regulations to make sure the new Zoning Regulations are properly vetted prior to adoption. City staff would like to discuss the Planning Commission's preferred method of reviewing the Zoning Regulations with the City Council.

APPROVALS:



Lea Ann Doak, City Clerk

April 17, 2025



Nathan A. Schneider, City Manager

April 17, 2025

**CITY MANAGER'S REPORT
APRIL 21, 2025 CITY COUNCIL MEETING**

ITEM: 3.A.

RECOMMENDATION:

APPROVE THE PROCLAMATION DESIGNATING APRIL 25, 2025 AS "ARBOR DAY" IN THE CITY OF McCOOK AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

The City of McCook is designating April 25, 2025 as "Arbor Day" to promote the planting of trees in the City. The City of McCook Tree Board and City Staff will be planning a tree planting celebration and we encourage the public to attend. The date and time has yet to be determined, but will be announced once they have been finalized.

The City of McCook tree rebate program runs from March 15th thru June 8th and then again in the fall from August 15th thru November 15th.

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

A description of the Tree Rebate Program is attached.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

April 15, 2025



Nate Schneider, City Manager

April 15, 2025

*Office of the Mayor
McCook, Nebraska*

Proclamation

"ARBOR DAY"

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

NOW, THEREFORE, I, Linda Taylor, Mayor of the City of McCook, Nebraska, do hereby proclaim April 25, 2025 as the day of celebration of "**ARBOR DAY**" in the City of McCook, and urge all citizens to plant a tree and to support efforts to protect our trees and woodlands.

Dated this 21st day of April, 2025.

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

Linda Taylor, Mayor

ATTEST:

Lea Ann Doak, City Clerk

2025 TREE REBATE PROGRAM

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

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

4. Trees must be one of the following types:

SHADE TREES:

Amur Corktree
Catalpa
Hackberry
Elm (Dutch Elm Disease Resistant)
Golden Raintree
Emerald Queen Maple
Red Pointe Maple
Hot Wings Tatarian Maple
Kentucky Coffee
Linden
Thornless, Seedless Honey Locust
Oak (English, White, Heritage or Bur Oak)
Pecan
Oak Leaf Mountain Ash
Ginkgo

ORNAMENTAL TREES:

Canadian Red Cherry
Flowering Crab Apple
Flowering Hawthorne
Weeping Mulberry
Weeping Cherry
Japanese Lilac
Yellow Wood

CONIFER TREES:

Ponderosa

FOCUS TREE:

Sugar Maple

5. Trees must be purchased by residents of McCook from McCook businesses.

6. Trees must be purchased and paid for in full between the dates of March 15, 2025 and June 8, 2025 with rebate requests received by June 20, 2025 in the spring. Trees must be purchased between the dates of August 15, 2025 and November 15, 2025 with rebate requests received by December 5, 2025 in the fall.

7. Upon planting the tree, the property owner shall mulch around the base of the tree a diameter of three (3') feet and two (2") inches deep, with a shredded wood or wood chip type mulching material. The cost of this mulching material may be included in the cost of the tree provided that the cost does not exceed the maximum rebate amount.
8. In order to receive a rebate, the purchaser must present a paid sales receipt stating the type, size and cost of the tree to the City Clerk at the McCook City Offices. Upon presenting the paid sales receipt, the purchaser will be required to sign a certification stating that the tree will be planted in accordance with these guidelines.
9. **FOCUS TREE - SUGAR MAPLE:** A rebate equal to 75% of the total purchase price of each focus tree (price of tree plus price of mulch material), not to exceed \$100.00 per tree (maximum of three trees total), will be paid upon meeting the guidelines set out above.
10. **SHADE, ORNAMENTAL, & CONIFER TREES:** A rebate equal to 75% of the total purchase price of each shade, ornamental, & conifer tree (price of tree plus price of mulch material), not to exceed \$75.00 per tree (maximum of three trees total), will be paid upon meeting the guidelines set out above.
11. Non residential or any other special exception plantings must be approved by the McCook Tree Advisory Board before the rebate will be offered.

TREE REBATE CERTIFICATION

TODAY'S DATE _____

NAME _____ ADDRESS _____

PHONE NO. _____ MCCOOK, NEBRASKA 69001

TREE #1: TYPE _____

COST OF TREE _____ COST OF MULCH _____ TOTAL _____

TYPE #2: TYPE _____

COST OF TREE _____ COST OF MULCH _____ TOTAL _____

TYPE #3: TYPE _____

COST OF TREE _____ COST OF MULCH _____ TOTAL _____

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

WHERE PURCHASED _____

DATE OF PURCHASE _____

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

Signature _____

Date _____

- FOR OFFICE USE ONLY -

ACCOUNT NO. 10-028-52590

REBATE ## _____

AMOUNT OF REBATE \$ _____

APPROVED FOR PAYMENT BY: _____

**CITY MANAGER'S REPORT
APRIL 21, 2025 CITY COUNCIL MEETING**

ITEM: 4.A.

Approve the minutes of the April 7, 2025 regular Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

April 17, 2025

McCook City Council
April 7, 2025
5:30 P.M.

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 Linda Taylor, Councilmembers Jerry Calvin, Gene Weedin, Jared Muehlenkamp.

Absent: Councilmember Darcy Rambali.

Motion to excuse the absence of Councilmember Rambali. This motion, made by Weedin and seconded by Muehlenkamp, passed.

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

City Officials present: City Manager Nate Schneider, City Attorney Nate Mustion, City Clerk Lea Ann Doak, Assistant City Manager Tera Koetter, Library Director Jody Crocker, Utilities Director Pat Fawver, Fire Chief Marc Harpham, Police Chief Kevin Hodgson, Public Works Director Kyle Potthoff, and Senior Services Director Beth Siegfried.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on April 3, 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 Councilmember Weedin. 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 was scheduled for April 14 at 5:15 P.M. for consideration of the final plat of the Walters First Addition and the City of McCook Employee Recognition Banquet will be held April 8 beginning at 6:00 P.M. at the Coppermill.

Library Director Crocker thanked department heads, city staff, Library staff, and the First Responders for everything they did at the time of her accident and during her recovery. She is glad to be back.

2. Proclamations.

- 2.A. Approve a proclamation designating the month of April 2025 "Child Abuse Prevention Month" and authorize the Mayor to sign.

Barb Ostrum, Caitlin Whitehead, Kaye T. Bieck, and Michelle Ervin presented the proclamation request to the Council.

Motion to approve a proclamation designating the month of April 2025 "Child Abuse Prevention Month" and authorize the Mayor to sign. This motion, made by Calvin and seconded by Weedin, passed.

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

- 2.B. Approve a proclamation designating April 6 - 12, 2025 as "Library Week" and authorize the Mayor to sign.

Library Director Crocker reviewed the activities that would be held at Library during Library Week.

Motion to approve a proclamation designating April 6 - 12, 2025 as "Library Week" and authorize the Mayor to sign. This motion, made by Weedin and seconded by Muehlenkamp, passed.

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

- 2.C. Approve the proclamation designating April 13 - 19, 2025 as "Public Safety Telecommunicators Week" and authorize the Mayor to sign.

Police Chief Hodgson recognized the members of the City of McCook's Dispatch Center.

Motion to approve the proclamation designating April 13 - 19, 2025 as Public Safety Telecommunicators Week and authorize the Mayor to sign. This motion, made by Muehlenkamp and seconded by Calvin, passed.

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

3. Planning and Zoning Items.

- 3.A. Public Hearing - Regarding a request from the City of McCook to approve a preliminary plat which serves as the initial step in the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the request from the City of McCook to approve a preliminary plat which serves as the initial step in the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by

Muehlenkamp and seconded by Weedin, passed.

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the April 7, 2025 City Council meeting (1 page); Exhibit #2 - Notice of Public Hearing mailed and posted (1 page); Exhibit #3 - listing of property owners notified (3 pages); Exhibit #4 - Notice of Public Hearing published (1 page); Exhibit #5 - Walters First Addition Preliminary Plat (1 page); Exhibit #6 - Phase I Walters First Addition Proposed Infrastructure Development (1 page); Exhibit #7 - Walters First Addition Phase I Infrastructure Feasibility Plan (1 page); Exhibit #8 - Land Use Application and attachments (5 pages); Exhibit #9 - City of McCook Subdivision Regulations, Section 7 - Procedures (1 page); and Exhibit #10 - minutes of the March 31, 2025 Planning Commission special meeting (3 pages).

Exhibit #1 - Exhibit #10 were accepted in evidence, comment was taken from city staff and councilmembers before opening to the public for comment.

City Manager Schneider reviewed the information presented in Exhibit #1 before turning it over to Craig Bennett and David Blau of Miller and Associates.

Mr. Bennett reviewed the proposed plat and the information presented in Exhibit #5 and Exhibit #6.

Dale Dueland, 112 East "N" Street, inquired about the annexation of the property to the southeast of the proposed addition.

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

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

3.B. Approve a preliminary plat for the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska.

Motion to approve a preliminary plat for the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska. This motion, made by Calvin and seconded by Taylor, passed.

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

3.C. Update and discussion regarding the City of McCook's progress on a new Comprehensive Plan, Zoning Regulations, and Subdivision Regulations.

City Manager Schneider and Craig Bennett of Miller and Associates reviewed the process to date.

Discussion was held by the Council regarding the Comprehensive Plan and zoning regulations.

4. Consent Agenda.

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

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

- 4.A. Approve the minutes of the March 17, 2025 regular Council meeting and the March 27, 2025 special Council meeting.
- 4.B. Approve Resolution No. 2025-07 providing for the amendment of City of Appendix G: Parking Fees and Fines, of the City of McCook Code of Ordinances, increasing fines for parking violations from \$25 to \$50.
- 4.C. Receive and file the Financial Report for the period ending February 28, 2025.
- 4.D. Approve a lease between the City of McCook and Frenchman Valley Cooperative, Inc. to allow a lease of land at the Ben Nelson Regional Airport for chemical spraying operations.
- 4.E. Accept the minutes of the March 31, 2025 Planning Commission meeting.
- 4.F. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and 5 new ground level vaults at East 11th Street and East "F" Street.
- 4.G. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and 3 new ground level vaults at East 11th Street and East "J" Street.
- 4.H. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and 2 new ground level vaults at West "Q" Street and North Highway 83.
- 4.I. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and 1 new 2'Lx2'Wx3'H above ground pedestal at West "O" Street and West 14th Street.

5. Regular Agenda.

- 5.A. Approve an Agreement for the Provision of Limited Professional Services between Miller & Associates and the City of McCook for topographic survey, platting, civil design and preparation of bidding documents for water, sanitary sewer, paving and storm sewer improvements for the Recreation Sports Plex Subdivision in McCook, Nebraska.

Motion to approve an Agreement for the Provision of Limited Professional Services between Miller

& Associates and the City of McCook for topographic survey, platting, civil design and preparation of bidding documents for water, sanitary sewer, paving and storm sewer improvements for the Recreation Sports Plex Subdivision in McCook, Nebraska. This motion, made by Muehlenkamp and seconded by Calvin, passed.

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

5.B. Update regarding the sports complex project.

City Manager Schneider gave an update of the sports complex project. Members of the Mammoth Construction Team were present via zoom to share some possible renderings of the sports complex.

5.C. Approve the design concept for the PFC Gerald L. Walters Sports Complex.

Motion to move consideration of the item was moved to the April 21, 2025 meeting at 5:30 P.M. This motion, made by Calvin and seconded by Taylor, passed.

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

5.D. Discussion regarding potential revenue options for the City of McCook.

Discussion was held regarding potential revenue options for the city including hotel occupation tax, a food and beverage tax, a tourism tax, and telecommunications occupation tax.

Staff presented a list of communities that have telephone occupation taxes on both on both landline and mobile phones.

5.E. Discussion regarding the creation of a donation policy.

Discussion was held on the possibility of establishing a policy for private donations. Two sample policies were presented, Kearney and Hastings. It was the consensus of the Council to have a policy developed and presented for council consideration at a future meeting.

5.F. Consider Ordinance No. 2025-3100 amending the City of McCook Code of Ordinances Chapter 34, entitled "Purchasing Regulations", Subchapter "Purchasing Procedure" in Title III, "Administration", by amending the purchasing limit to \$50,000 to harmonize with state law.

Mayor Taylor introduced Ordinance No. 2025-3100 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 34, ENTITLED "PURCHASING REGULATIONS", SUBCHAPTER "PURCHASING PROCEDURE", IN TITLE III, "ADMINISTRATION", BY AMENDING THE PURCHASING LIMIT TO \$50,000 TO

HARMONIZE WITH STATE LAW; 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. 2025-3100 has been read by title and I move to approve upon its second of three readings. This motion, made by Weedin and seconded by Muehlenkamp, passed.
Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

5.G. Ordinance No. 2025-3096 establishing a means to convey City of McCook owned real estate/personal property to qualifying economic development organizations.

Mayor Taylor asked the Clerk to read Ordinance No. 2025-3096 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 31, ENTITLED "CITY POLICIES", SUBCHAPTER "CITY PROPERTY", IN TITLE III "ADMINISTRATION", BY REPEALING SECTION 31.56, AMENDED AND TRANSFERRED TO SECTION 31.63 - SALE OR CONVEYANCE; REAL PROPERTY; ADDING SECTION 31.65 - DONATION; REAL PROPERTY; 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. 2025-3096 has been read by title and I move to approve upon its third and final reading. This motion, made by Muehlenkamp and seconded by Weedin, passed.
Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

Mayor Taylor stated for the record that Ordinance No. 2025-3096 is declared lawfully passed and adopted upon publication as required by law.

5.H. Ordinance No. 2025-3097 amending the City of McCook Code of Ordinances, Chapter 54, City Parks and Property, Subchapter "City Swimming Pool", to include a provision to set reasonable fees for the management and maintenance of the McCook Aquatic Park.

Mayor Taylor asked the Clerk to read Ordinance No. 2025-3097 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 54, ENTITLED "CITY PARKS AND PROPERTY", SUBCHAPTER "CITY SWIMMING POOL", IN TITLE V, "DEPARTMENTS", BY AMENDING SECTION 54.015 - OPERATION AND FUNDING; 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. 2025-3097 has been read by title and I move to approve upon its third and final reading. This motion, made by Weedin and seconded by Taylor, passed.

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

Mayor Taylor stated for the record that Ordinance No. 2025-3097 is declared lawfully passed and adopted upon publication as required by law.

5.I. Ordinance No. 2025-3098 establishing the McCook Aquatic Park's pool fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2025-3098 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 38: FEE SCHEDULE, APPENDIX O: SWIMMING POOL ADMISSION FEES; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES, REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

Ordinance No. 2025-3098 has been read by title and I move to approve upon its third and final reading. This motion, made by Muehlenkamp and seconded by Calvin, passed.

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

Mayor Taylor stated for the record that Ordinance No. 2025-3098 is declared lawfully passed and adopted upon publication as required by law.

5.J. Consider Ordinance No. 2025-3101, repealing Ordinance No. 2024-3079 and amending the City of McCook Code of Ordinances by removing Chapter 93 and amending Sections 95.01, 95.02, 95.03, 95.04, and 95.19 in Title IX: General Regulations.

Mayor Taylor introduced Ordinance No. 2025-3101 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA REPEALING CITY OF MCCOOK ORDINANCE NO. 2024-3079 IN ITS ENTIRETY; AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES BY REPEALING CHAPTER 93, ENTITLED "UNLICENSED VEHICLES" IN ITS ENTIRETY; AMENDING CHAPTER 95, ENTITLED "NUISANCE; HEALTH AND SANITATION", SECTIONS 95.01 - DEFINED, 95.02 - SPECIFIC NUISANCES, 95.03 - ABATEMENT PROCEDURE, 95.04 - LAND BANK PROCEDURE, AND 95.19 - JURISDICTION; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS

OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

Ordinance No. 2025-3101 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. This motion, made by Taylor and seconded by Weedin, passed.

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

Motion for final passage of Ordinance No. 2025-3101. This motion, made by Taylor and seconded by Weedin, passed.

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

Mayor Taylor stated for the record that Ordinance No. 2025-3101 is declared lawfully passed and adopted upon publication as required by law.

5.K. Consider Ordinance No. 2025-3102 amending the City of McCook Code of Ordinances Chapter 90, entitled "Animals", Section 90.99 to provide the Red Willow County Court authority to order restitution.

Mayor Taylor introduced Ordinance No. 2025-3102 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 90, ENTITLED "ANIMALS", IN TITLE IV - "GENERAL REGULATIONS", SECTION 90.99 - PENALTY, TO PROVIDE THE RED WILLOW COUNTY COURT AUTHORITY TO ORDER RESTITUTION; 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. 2025-3102 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

Motion for final passage of Ordinance No. 2025-3102. This motion, made by Calvin and seconded by Weedin, passed.

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

Mayor Taylor stated for the record that Ordinance No. 2025-3102 is declared lawfully passed and

adopted upon publication as required by law.

5.L. Council Comments.

Councilmember Weedin reminded all that the Choice Gas Selection Period continues to April 23. He encouraged citizens to consider ACE as their option. Mr. Weedin also noted that the city had been awarded a \$481,000 CCCFF grant which will aid in construction of the sports complex.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 7:19 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
APRIL 21, 2025 CITY COUNCIL MEETING**

ITEM: 4.B.

Approve the request from the McCook Creative District to close Norris Avenue from the north side of "D" Street to the South Side of "E" Street on May 15, June 19, July 17, August 21, September 18, and October 16 from 4:00 P.M. to 10:00 P.M. for their Third Thursday Events.

BACKGROUND:

This request is from the McCook Creative District for the closing of Norris Avenue from the north side of "D" Street to the south side of "E" Street on the following Thursdays from 4:00 p.m. to 10:00 p.m. for their third Thursday events:

May 15th, June 19th, July 17th, August 21st, September 18th and October 16th.

The intersections at Norris and "D" Street and Norris and "E" Street will remain open during the events.

The City Street Department will be providing cones for the closing of Norris Avenue.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

April 15, 2025



Nate Schneider, City Manager

April 15, 2025



April 8, 2025

Norris Avenue Street Closures - 2025 Third Thursdays

The McCook Creative District is requesting closure of Norris Avenue for the monthly Third Thursdays. For most months, it will be the Norris Avenue block from D to E streets with the exception of the month hosted by the McCook Chamber.

The request is from 4 p.m. to 10 p.m. This allows time for cars to use the street during the day and most of the afternoon. And we usually have the street opened back up to traffic by 9 p.m. The McCook Creative District has also created "no parking" signs that will be placed along the sidewalks at 9 a.m. to let drivers know that the street will be closed later in the day.

Now in its second year, the McCook Creative District's Third Thursdays continue to grow, bringing people, families and neighbors downtown for socializing, music, eating and shopping. Third Thursdays is actually a leadership concept from the McCook Community Foundation Fund with a different host learning how to host an event each month.

Schedule for 2025 and host:

May 15 - Valmont
June 19 - Norris Institute and McCook Volunteers
July 17 - McCook Chamber and retailers
Aug. 21 - Community Hospital
Sept. 18 - CASA/Come to the Table
Oct. 16 - MCC

We appreciate the City of McCook's help in the past. Cones provided last year are store at the Keystone to shut down the streets when needed. Nothing else is needed from the city at this point except perhaps extra trash cans on those dates, but each organization will reach out to the city with their needs.

Thank you in advance for the city's help on this project. If anyone has questions, wants more information or most importantly, wants to be involved, please reach out to the McCook Creative District committee.

A handwritten signature in black ink that reads 'Ronda Graff'. The signature is fluid and cursive, with the first letters of 'Ronda' and 'Graff' being capitalized and prominent.

Ronda Graff
McCook Creative District
308.340.3412

Heritage Senior Center
 1312 West 5th St
 McCook NE 69001
 Advisory Board Minutes
 January 21, 2025

A copy of the Open Meetings Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10:00am and are open to the public.

- Meeting was called to order by President Dan Stramel

Roll Call

- Jim Hamill A Mary Keslin P Natalie Mickey P Milton Duffield P
 Bob Pantenburg P Dan Stramel P Beth Siegfried P John Zlomke P

Also present Tara Koetter Assistant City Manager and Ron Jacobs incoming Board member

- Approval of minutes:
 The Minutes from the October 22, 2024 meeting were approved by a motion made by Bob Pantenburg and seconded by Mary Keslin. Motion carried.

Open Forum

No discussion

Statistics

Both Rides and Meals have increased

Public Transit

	<i>Riders</i>	<i>Miles</i>	<i>Different Riders</i>	<i>Wheel Chai</i>	<i>Days</i>
<i>October</i>	583	1220	60	17	23
<i>November</i>	436	1312	62	4	18
<i>December</i>	512	1327	66	14	21
<i>Overall,</i>	1531	6 less than last quarter			
<i>Average</i>	510	2 less than last quarter		2 days less than last quarter	

Meals at Center

	<i>Congregate</i>	<i>Home Delivered Meals</i>	<i>Curb Side</i>	<i>Days</i>
<i>October</i>	1233	1625	819	23
<i>November</i>	1023	1300	712	18
<i>December</i>	1070	1515	707	21
<i>Overall,</i>	3326	4440	2238	
<i>Average</i>	1109 (54 a day)	1480 (72 a day)	542 (36 a day)	

Total Meals October 3677 *average 160 meals a day*
Total Meals November 3035 *average 169 meals a day*
Total Meals December 3292 *average 157 meals a day*
Total meals 10,004 *average 162 meals a day*
Total Average meals a day this quarter 154 **4 less than last quarter**
The average last year was 154 for this quarter

First quarter 8,723	total meals 2017 33,916	
Second quarter 9,737	total meals 2018 31,454	
Third quarter 9,953	total meals 2019 32,859	
Fourth quarter 10,004	total meals 2020 35,729	COVID
	total meals 2021 37,664	COVID
	total meals 2022 44,073	
	total meals 2023 36,885	

Total meals 2024 38,053 closed three days short staffed 1,168 more meals than 2023

VI. Old Business

- Over 100 people were helped with Medicare Part Dd enrollment with a savings of over \$45,000, also helped two fraud victims.
- McCook High School Jass band was enjoyed by all before Christmas
- Both the 5 year and annual fire inspections were conducted this last quarter.

- *Doug Burr and Milton Duffield completed Transit Boot Camp training and will be our new substitute Transit drivers.*
- *The need for airport and hotel transportation was discussed*
- *Transit garage door cable was replaced*
- *Transit tri-annual review was conducted*
- *Ford transit Van should be delivered soon*
- *Quotes for security cameras for both the bus and new van have been received*
- *Transit invoices are being processed more quickly*
- *Brenda Aufdenkamp continues with UNL extension programs which help with our supportive services numbers*
- *Replaced Kitchen faucet and sprayer at a cost of \$830*
- *Total meal numbers for 2024 were 38,053 up 1,168 from the previous year*

II. New Business:

- *Investigating another flooring option from Midwest Floor Covering Inc. a representative will visit in February and advisory board member will be invited when he visit.*
- *Received \$2,000 from Methodist Women and \$2,310 from Masonic Temple both restricted to Home Delivered Meals. We also received \$800.00 in smaller donations, some anonymous that were unrestricted. The Jean Beideck family designated the Senior Center as a recipient of Jean's Memorials \$900 has been received. These donations are all greatly appreciated.*
- *Ron Jacobs will replace Jim Hamill as our newest Advisory Board member as soon as it is approved by the City Council. Thank you Jim Hamill for your many years of service.*

With on further business, the meeting was adjourned at 10:30 with a motion made by John Zlomke and seconded by Bob Pantenburg. Motion carried

Meetings for 2025 will be:

April 15, 2025

July 22, 2025

October 21, 2025



Dan Stramel President



John Zlomke Secretary

McCook Planning Commission
April 14, 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 Chad Lyons; Vice Chair Tammie Hilker; Commissioners Camy Bradley, Ron Friehe, Bruce McDowell, Jamie Mockry, Jesse Stevens, Kurt Vosburg.

Absent: Commissioners Matt Davidson, Mark Currier.

City Officials present: City Manager Nate Schneider, Assistant City Manager Tera Koetter, City Attorney Nate Mustion, City Clerk Lea Ann Doak, Building Official Barry Mooney.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on April 10, 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 March 31, 2025 special Planning Commission meeting.

Motion to approve the minutes of the March 31, 2025 special Planning Commission meeting. This motion, made by Lyons and seconded by Vosburg, passed.

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

YEA: 8, NAY: 0, ABSENT: 2

2. Public Hearings and Regular Agenda.

- 2.A Public Hearing - Regarding a request from the City of McCook to recommend approval of a final plat which serves as a permanent step in the creation of the Walters 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 from the City of McCook to recommend approval of a final plat which serves as a permanent step in the creation of the Walters 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 Mockry, passed.

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

McDowell: YEA, Mockry: YEA, Stevens: YEA, Vosburg: YEA
YEA: 8, NAY: 0, ABSENT: 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the April 14, 2025, Planning Commission meeting (1 page); Exhibit #2 - Notice of Public Hearing mailed and posted (1 page); Exhibit #3 - listing of property owners notified (3 pages); Exhibit #4 - Notice of Public Hearing published (1 page); Exhibit #5 - Walters First Addition Final Plat (3 pages); Exhibit #6 - Walters First Addition Preliminary Plat (1 page); Exhibit #7 - Walters First Addition Proposed Infrastructure Development (1 page); Exhibit #8 - Phase I Walters First Addition Infrastructure Feasibility Plan (1 page); and Exhibit #9 - Land Use Application and attachments (5 pages).

Exhibit #1 through Exhibit #9 were accepted into evidence, comments were taken from city staff and Planning Commission, before opening to the public.

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

Craig Bennett, Miller & Associates, reviewed Exhibit #5 - Exhibit #9 and answered questions from the commission and public.

Joan and Dale Stewart, 2103 N Highway 83; Maureen and Lonnie Wood, 71749 Road 385; John Allen, 1203 West "Q" Street; and Susan Campos, had questions regarding drainage around the area.

Discussion included how the sizes of the detention ponds were determined, the ponds will retain the water for a 24 hour period and will have a slow release system; explaining the difference between a retention and a detention pond; the water lines are sized large enough to serve the proposed addition; and the depth of the sewer line will be 30 feet, which will allow it to serve the addition and further west to properties along the west side of Highway 83;

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

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

2.B. Recommend the approval of a final plat for the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recommend the approval of a final plat for the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska. This motion, made by Lyons and seconded by McDowell, passed.

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

2.C. Discussion regarding the review of the City of McCook's proposed Zoning Regulations.

Discussion was held regarding the City of McCook's proposed Zoning Regulations.

It was the consensus of the Commission to have review of the first three chapters at the May 12, 2025 meeting.

2.D. Select new officers for the term of April 2025 through March 2026 - Chair, Vice-Chair, and Secretary - pursuant to Chapter 35, Section 35.001 of the City of McCook Code of Ordinances.

Motion to retain Chad Lyons as Chair, Tammie Hilker as Vice Chair, and Camy Bradley as Secretary of the Commission. This motion, made by Vosburg and seconded by Friehe, passed.

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

YEA: 8, NAY: 0, ABSENT: 2

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 7:00 P.M.

Lea Ann Doak, City Clerk-Treasurer
Recording Secretary

**CITY MANAGER'S REPORT
APRIL 21, 2025 CITY COUNCIL MEETING**

ITEM: 4.D.

Receive and file the claims for the month of March, 2025, published April 15, 2025.

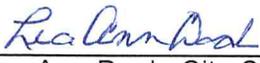
BACKGROUND:

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

April 16, 2025



Tera Koetter, Assistant City Manager

April 16, 2025



Nathan A. Schneider, City Manager

April 16, 2025

CITY OF MCCOOK
CLAIMS FOR MARCH 2025

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

20/20 TECHS-SC 5199.04; 7D-LOCKSHOP-S 292.69; ACE-S 2303.12, SC 111.15; ACME PRINTING-S 1087.00; AKRS-S 2366.13; ALLEY POYNER-SC 12637.50; AMERICAN AG LAB-SC 2924.46; AMERICAN ELECTRIC-S 45.69; AMERITAS-CLAIMS-SC 5009.50; AMERITAS-DENTAL-SC 394.44; ANYTIMETRI-STATE TOWING-SC 175.00; AT&T-SC 552.45, S 446.16; AURORA COOP-S 7787.84; AVFUEL CORP-S 47453.68; BAIRD HOLM-SC 1360.00; BARCO MUNI PRODUCTS-S 6411.76; BEAR'S CUSTOMS-S 310.64; BERT GURNEY & ASSOC.-CO 16874.73; BLACK HILLS ENERGY-SC 11944.63, S 1524.53; BOMGAARS-S-465.95; BROWN & BROWN INS-SC 10000.00; T. BURKEY-SC 136.00; BW TELECOM-SC 144.14; C&K-S 296.63; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 3238.79; CASH WA-S 14484.73; CDW-G-SC 1223.60; CENGAGE LEARNING-S 235.80; CENTURY LINK-SC 902.45; CITY OF MCCOOK-PS 450905.49; CITY SELF INS-BT 176559.66; SALES TAX-BT 43416.78; TRANSFER STATION-S 5029.14; UTILITIES-SC 3599.80; COMFORT INN-SC 338.00; CORE CPAS-SC 80.00; CORNHUSKER-SC 1819.00; T. CROCKER-SC 201.70; CULLIGAN-S 223.85; D&S HARDWARE-SC 44.39, S 108.12; DAS ACCT-SC 1074.04, S 66.00; DEVENY-S 339.17, SC 585.00; L. DOAK-SC 136.00; DVORAK-SC 316.00; EAKES-S 1741.01, SC 1869.18; T. EICKMEIER-SC 123.00; EVIDENT, INC-S 80.17; FICA-PS 23126.76; FASTENAL-S 224.23; FBI-LEEDA, INC-SC 50.300; FRONTIER COMMUNICATIONS-SC 34.19; GARRISON'S-S 250.00; GOOGLE SVCS-SC 510.00; GREAT PLAINS COMM-SC 3249.61, S 80.09; GREAT WESTERN STATES-S 644.77; M. HARPHAM-SC 20.00; HENNING BROS-SC 59.00; HIGH PLAINS RADIO-SC 187.00; HINKLE TERMITE & PEST-S 3180.00; HOA-S 3402.13; HOMETOWN LEASING-SC 1047.42; HONORBOUND IT-S 300.00; HUFFY'S AIRPORT WINDSOCKS-SC 383.75; IDEAL LINEN-S 128.14; J BAR J LANDFILL-SC 39625.04; JOHNSON SERVICES-CO 86891.14; KOHL'S-S 29.24; KOHLER TRAILER SALES-SC 8611.50; D. LANNIGAN-SC 25.00; LONM-SC 3497.75; LIFE-ASSIST-S 1299.64; LYNN PEAVEY-S 139.69; MACQUEEN EQ-CO 3458.75, S 239.00, SC 2856.00; MALLECK OIL-S 1050.45; MAMMOTH SPORTS-SC 170418.87; MARIS GENERAL CONST.-CO 9500.00; MATHESON-LINWELD-S 219.08; MC CONCRETE-S 460.10; MC GAZETTE-SC 1090.70; MC HUMANE SOCIETY-S 4801.66, SC 20.00; MEDC-SC 12683.00; MPPD-SC 866.02; MPS-SC 225.00; MCNET -SC 109.90; MCKESSON MEDICAL-S 243.08; MEAD LUMBER-S 363.25; MEDICARE-PS 6327.71; MICHAEL TODD IND-SC 911.76; MICROMARKETING-S 2031.23; MIDWEST CONNECT- SC 2200.97, S319.11 MILLER & ASSOC.-CO 34870.00, SC 45.00; B. MINTLING-S 4040.00; MMC CONSULTING-SC 415.00; MNB BANK-CO

30947.52; MNB INS-SC 45.00; MOUSEL, BROOKS, SCHNEIDER, MUSTION, SCHIFFLET-SC 3988.00; MPCC-SC 80.00; MUNICIPAL SUPPLY-S 1424.11; SC 28.95; NATIONWIDE MGMT SRVS-SC 440.00; NDEE-SC 80.00; NE DMV-S 8.20; NE DEPT OF REV SALES TAX-SC 11332.92; NE LAW ENFORCEMENT-SC 15.00; NE STATE FIRE MARSHALL- S 36.00; NE STATE PATROL-S 522.00; NE TRUCK CENTER-S 2349.37; NEBRASKALAND TIRE-S 82.27; NICK'S DIST-S 1447.94; NPPD-SC SC 31147.59, S 1574.47; NSVFA-SC 25.00; O'REILLY AUTO-S 109.78, SC 174.11; Z. OLIVER-S 6790.00; OMAHA WORLD HERALD-S 1111.99; ONE BILLING SOLUTIONS-SC 5345.13; ONE CALL-SC 53.22; OUTDOOR RECREATION PRODUCTS-S 1350.14; PAPER TIGER-S 100.00; PARDE ELECTRIC-S 768.46; PINPOINT COMM-SC 69.99; PLATTE VALLEY COMM-S 799.00; POLYDYNE-S 769.50; PROPIO LS-S 1.95; PROTEX CENTRAL-S 420.00; QUADIENT FINANCE-S 750.09, SC 249.91; QUILL-S 441.23; RAILROAD MGMT CO-SC 1314.87; RASMUSSEN MECHANICAL-S 842.50; RAVENSWOOD ELECTRIC-S 563.68; RWCO TREASURER-SC 200.00; RUGGLES TRAILER-S 125.00; RUTT'S HEATING & AC-S 2952.00; SCOTTIES POTTIES-S 391.00; SELECT TECH-S 259.22; SHADES WINDOW-S 300.00; SOUTHWEST FARM & AUTO-S 560.86; T STEWART-S 4560.00; RADAR SHOP-S 686.00; TITAN-MACHINERY-S 179.05; TK ELEVATOR-S 405.57; TRI AIR TESTING-SC 246.00; TYLER TECH-SC 15.00; UMR-SC 184258.84; UNIVERSITY OF NE-S 25.00; US FOODS-S 890.80; UTILITY REFUNDS-201.04; VERIZON-SC 2622.86; VOLZ- S 120.00; WAGNER FORD-SC 89.00, S 238.72; WALMART-SC S 1631.55; WEBB BODY SHOP-SC 5289.42; WESTERN NE REGIONAL AIRPORT-SC 500.00; WESTHUSING INC-S 1081.77; WESTSIDE WELDING-S 73.32; WEX BANK-S 11024.07; WPCI-SC 64.00; ZOLL-S 26.24.

-s-Lea Ann Doak, City Clerk

PUBLISH: APRIL 15, 2025

CITY MANAGER'S REPORT
APRIL 21, 2025 MCCOOK CITY COUNCIL MEETING

ITEM **4.E.** Approve a First Addendum to Lease between the City of McCook and Southwest Nebraska Family Resource Center for additional portions of the old public safety center located at 526 West B Street.

BACKGROUND:

On June 3, 2019, the City of McCook and Southwest Nebraska Family Resource Center entered into a lease agreement for a portion of the old public safety center. Since Jun 3, 2019, the Family Resource Center has experienced a need to include additional space within the building for storage purposes. City of McCook's staff has had conversations with representatives of the Family Resource Center and has no issues with including additional space as part of the leased premises. The Addendum includes Exhibit "D", which serves to illustrate the additional portions of the building that are subject to the Family Resource Center's request.

All other terms included in the original June 3, 2019 Lease shall remain intact and unaffected by the Addendum.

APPROVALS:



Nathan A. Schneider, City Manager

April 17, 2025



Lea Ann Doak, City Clerk

April 17, 2025

FIRST ADDENDUM TO LEASE

On June 3, 2019, the City of McCook (the "City") and Family Services, Inc (the "Business") entered into an agreement for the lease of a portion of the City's building located at 526 West B Street.

WHEREAS, the Business desires to lease additional building space from the City of McCook,

WHEREAS, the City does not currently require the use of the additional requested space for City operations, and,

WHEREAS, a First Addendum to Lease is necessary to modify the existing terms of the original Lease.

THEREFORE, the parties agree as follows:

1. The Business shall be allowed to lease, under the terms of this Agreement, the following rooms of the building, to wit:
 - 1.1. Day room;
 - 1.2. Kitchen;
 - 1.3. Bedroom;
 - 1.4. Bathroom;
 - 1.5. Front foyer;
 - 1.6. Detective's room for storage (an additional key will need to be issued with said key being held by the Director of the Family Resource Center)
 - 1.7. Server room;
 - 1.8. Dispatch;
 - 1.9. Kitchen;
 - 1.10. Evidence room and associated hallway;
 - 1.11. Administrative office;
 - 1.12. Police chief office; and
 - 1.13. Sergeant/Patrol Office.
2. Attached to this First Addendum to Lease is a diagram of the additional portion of the building being leased by the Business with said diagram marked as Exhibit D and made a part of this Addendum by this reference.
3. The Business shall be allowed to take possession of the additional rooms in the building on April 22, 2025.
4. All other terms and conditions contained within the June 3, 2019 shall remain unaffected and unchanged as a result of this First Addendum to Lease.

CITY OF MCCOOK

By:

Linda Taylor, Mayor

Dated: _____, 2025.

Attest:

Lea Ann Doak, City Clerk

Dated: _____, 2025.

FAMILY SERVICES, INC

By: _____

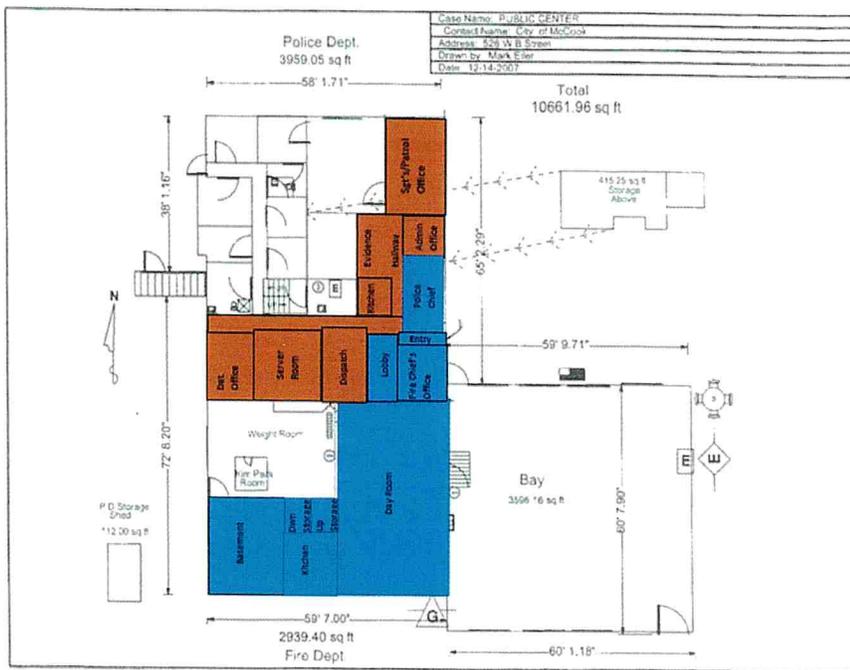
Exhibit "D"

nshneider@cityofmccook.com

From: Family Resource Center <familyresourcecenter1996@gmail.com>
Sent: Wednesday, March 19, 2025 12:30 PM
To: nshneider@cityofmccook.com
Subject: lease update proposal

Here is a copy of the building layout with the proposed change in plans. The areas that I understand are currently in the lease are in blue and the areas I hope to add onto the lease are in orange.

If you have any questions or would like any changes made please let me know! Thank you!
Kaye T. Bieck



CITY MANAGER'S REPORT
APRIL 21, 2025 MCCOOK CITY COUNCIL MEETING

ITEM 4.F.

Approve Resolution No. 2025-09 approving the Sourcewell Cooperative Purchasing Program Participation Agreement.

BACKGROUND:

Sourcewell is a cooperative purchasing organization that provides contracts competitively solicited by public agencies for a wide array of products and services. Attached to this report is a proposed Participation Agreement for the McCook City Council's consideration. The Participation Agreement has been established through rigorous and transparent competitive solicitations conducted in accordance with public procurement guidelines to ensure purchasing group members (ie. the City of McCook) stay in compliance with federal and state bidding rules. A number of Nebraska Cities of the First Class have signed on as purchasing group members through the Sourcewell purchasing program.

A copy of the Participation Agreement is attached hereto for your consideration.

APPROVALS:



Lea Ann Doak, City Clerk

April 17, 2025



Nate Schneider, City Manager

April 17, 2025

CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. 2025-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, TO JOIN THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM IN ACCORDANCE WITH THE JOINT PUBLIC AGENCY ACT.

RECITALS

A. WHEREAS, the Nebraska Joint Public Agency Act (the "Act") authorizes collaboration between public agencies, both within and outside Nebraska, to provide services that support the geographic and economic needs of local communities. NEB. REV. STAT. § 13-2502.

B. WHEREAS, the City of McCook, Nebraska (the "City"), has elected to join the Sourcewell Cooperative Purchasing Program (the "Cooperative"), a program that facilitates collaboration between public agencies in cooperative purchasing.

C. WHEREAS, the municipal code adopted by the City authorizes cooperative purchasing. Purchasing Procedure § 34.30(K).

D. WHEREAS, the City is authorized to enter into the Sourcewell Cooperative Purchasing Program by executing the Sourcewell Cooperative purchasing Program Participation Agreement (a copy of which is attached hereto as **Exhibit A** incorporated herein by reference) pursuant to the Act. NEB. REV. STAT. § 13-2502.

E. WHEREAS, the City desires to participate and join with other public agencies in the discharge of their respective public and governmental purposes, objectives, needs, programs, functions, and services relative to purchasing.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of McCook, Nebraska, as follows:

1. The City hereby authorizes the Mayor of the City of McCook to execute the Source Cooperative Purchasing Program Participation Agreement.
2. That execution of this Resolution is conclusive evidence that the City Council, as the governing body for the City, has approved of this action and granted the authority described herein. The City Council warrants that it has, and at the time of this action had, full power and lawful authority to adopt this instrument.

Dated this 21st day of April, 2025.

CITY OF MCCOOK, NEBRASKA

By: _____
Linda Taylor, Ex-officio Mayor
and President of the Council

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b).

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program master agreements with awarded Suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose for any purchase through a Supplier. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell master agreements, Participating Entity and Supplier will execute a Transaction Document(s) as mutually agreed. Participating Entity will be responsible for all aspects of its purchase, including ordering, inspecting, acceptance, payment, and any other

material terms as negotiated directly with Supplier.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other Party.

2.6 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.7 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.8 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective January 1, 2024.

Sourcewell:

DocuSigned by:
By Greg Zylka
6BD483768B484F1...
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 1/22/2024 | 8:34 PM CST

Participating Entity:

By _____
Authorized Signature – Signed

By _____
Name – Printed
Title _____
Date _____

DocuSigned by:
By Linda Arts
DEF5785E1EAD4CF...
Authorized Signature – Signed

By Linda Arts
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 1/23/2024 | 2:01 PM CST

Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name* City of McCook

Address* 505 West "C" Street
P.O. Box 1059

City* McCook

State Code* NE Zip Code* 69001

Country* USA

Employer Identification Number 47-6006273

Website www.cityofmccook.com

Contact person* (First, Last) Kyle Potthoff

Job Title* Public Works Director

Email completed agreement to:
service@sourcewell-mn.gov

You may also mail the completed agreement to:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

Job Role

- Administrator
- Department Head
- Department Purchaser
- Human Resources
- Procurement Officer
- Teacher
- Other

Department

- Administration
- Dining/Food Service
- Facilities/Operations
- Fleet/Transportation
- Human Resources
- Information Technology
- Parks, Recreation & Athletics
- Public Safety/Security
- Public Works/Utilities
- Purchasing & Finance

Email* potthoff@cityofmccook.com

Phone* (308) 345-2022 Ext. 231

Organization Type:

Government

- County
- Federal
- Municipality
- Province/Territory
- Special District
- State
- Township
- Tribal

Education

- Local Education Agency (Public K-12 and Pre-K)
- Private Local Education Agency (Private K-12)
- Private Higher Education
- Public Higher Education

Nonprofit

Documentation demonstrating nonprofit status is required when submitting application.

- Church
- Medical Facility
- Other

Referred by

- Advertisement
- Colleague/Friend
- Conference/Trade Show _____
- Supplier
- Search Engine/Web Search
- Sourcewell Employee

**Denotes required information*

**CITY MANAGER'S REPORT
APRIL 21, 2025 MCCOOK CITY COUNCIL MEETING**

5.A.
ITEM NO. ___ Approve an Agreement between the City of McCook and Mammoth Sports Construction, LLC for the construction of the Gerald L. Walters Youth Sports Complex.

BACKGROUND:

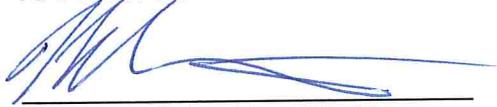
As the City of McCook begins construction of the Gerald L. Walters Youth Sports Complex, it is necessary to enter into a construction contract for services related to the project. As has been discussed at prior McCook City Council meetings, the City of McCook has taken the required steps necessary under Nebraska Revised Statutes §13-2502 (ie. Nebraska Joint Public Agency Act) to qualify the project as a cooperative purchasing project. To this point, a copy of an opinion rendered by Austin McKillip of Cline, Williams, Wright, Johnson & Oldfather, LLP is attached to this report supporting the City of McCook's authority to procure construction services from Mammoth Sports Construction without undergoing the public bidding process.

Attached to this report is a negotiated contract with Mammoth Sports Construction. It is contemplated that this project will be performed through a series of negotiated contracts. The current contract is specific to earthwork and mass excavation and/or grading (Phase I and/or Package A). The work to be completed per the terms of this contract includes completing the initial "dirt work" necessary to prepare for horizontal and vertical construction. The base price for the contract is \$861,850.00, with an additional \$33,750 included for the construction of an entrance for the Complex, as designed to come off the Future "T" Street for the City of McCook. The alternative is preferred to allow for access to Hwy. 83 as construction occurs.

Staff has referred the contract to the appropriate staff members, McCook City attorney, and Ellerbrock-Norris for comments and suggested changes. All suggested changes have been incorporated into the proposed contract.

Mammoth Sports Construction will have team members present at the April 21st McCook City Council meeting to take questions regarding the contract and project.

APPROVALS:



Nathan A. Schneider, City Manager

April 17, 2025



Lea Ann Doak, City Clerk

April 17, 2025

*Will attach contract
when available*

MARK A. CHRISTENSEN
RICHARD P. GARDEN, JR.
SUSAN K. SAPP
KEVIN J. SCHNEIDER
ROCHELLE A. MULLEN
TRENTE P. BAUSCH
MICHAEL C. PALLESEN
RICHARD P. JEFFRIES
TRENT R. SIDDEES
ANDRE R. BARRY
DAVID J. ROUTH
JASON R. YUNGTUM
MEGAN S. WRIGHT
THERESA D. KOLLER
AUSTIN L. MCKILLIP
KEITH T. PETERS
ANDREW R. WILLIS
TARA A. STINGLEY
SEAN D. WHITE
MICHELLE L. SITORIUS
MICHAEL J. WHALEY
RUSSELL J. SPRAGUE
HENRY L. WIEDRICH
DANIEL W. OLDENBURG
JENNIE A. KUEHNER
TRAVIS W. TETTENBORN
BEAU B. BUMP
SHANNON E. FALLON
CRISTIN M. MCGARRY
KATIE A. JOSEPH
LILY AMARE
JOHN F. ZIMMER, V
NATHAN D. CLARK
ALISON JANECEK BORER

CLINE WILLIAMS
WRIGHT JOHNSON & OLDFATHER, L.L.P.

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March 25, 2025

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SYDNEY M. HUSS
BRITTNEY M. HOLLEY
ISAIAH J. FROHLING
JESSICA K. ROBINSON
NATHANIAL T. HEIMES
HARRISON J. KRATOCHVIL
KIMBERLY A. DUGGAN
LAUREN M. TAYLOR
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JOHN G. MILES
DON R. JANSSEN
GARY R. BATENHORST
RENEE A. EVELAND
DAVID O. COLVER, JR.
DONALD L. ERFTMIER, JR.

*ATTORNEYS ADMITTED IN COLORADO ONLY

VIA EMAIL

Nate Schneider
City of McCook City Manger
nschneider@cityofmccook.com

Re: Procurement of Construction Services through Cooperative Purchasing
under the Nebraska Joint Public Agency Act

File Number: 3612.008

Dear Nate:

The City of McCook ("McCook") has asked our firm to assess whether it has the authority to enter into the Equalis Group's Master Intergovernmental Cooperative Purchasing Agreement (the "Agreement") in order to procure construction services from Mammoth Sports Construction ("Mammoth") without undergoing the public bidding process.

As explained herein, we are of the opinion that, under the Nebraska Joint Public Agency Act (the "Act"), McCook is legally authorized to enter into the Agreement. The Act facilitates collaboration between governmental units, both within and outside Nebraska, to provide services that support the geographic and economic needs of local communities. See NEB. REV. STAT. § 13-2502.

The Act permits two or more public agencies to collaborate through joint or cooperative action, provided that such agreements are approved by the governing bodies of the participating agencies via ordinance, resolution, or other official means. See NEB. REV. STAT. STAT. § 13-2504. A "public agency" under the Act includes any "county, **city**, village, school district, state or federal agency ... or **political subdivision, including those of another state.**" See NEB. REV. STAT. STAT. § 13-2503 (emphasis added). Equalis Group partners with various lead public agencies, all of whom have likewise entered into the Agreement. One of the lead public agencies is the Cooperative Council of Governments ("CCOG"). CCOG is a political subdivision established under section 167 of the Ohio Revised Code, and is considered a public agency under the Act.

12910 PIERCE STREET
SUITE 200
OMAHA, NE 68144-1105
(402) 397-1700

1207 M STREET
P.O. BOX 510
AURORA, NE 68818
(402) 694-6314

221 E. MOUNTAIN AVENUE
SUITE 240
FORT COLLINS, CO 80524
(970) 221-2637

131 W. EMERSON STREET
HOLYOKE, CO 80734
(970) 854-2264

Nat Schneider
March 25, 2025
Page 2

Upon reviewing the Agreement, we have determined that it qualifies as an authorized agreement "for joint or cooperative action" under the Act. NEB. REV. STAT. § 13-2504. More specifically, the Agreement satisfies the applicable statutory requirements for such agreements set forth in NEB. REV. STAT. § 13-2504(2). Note that not all portions of § 13-2504(2) are applicable to the subject Agreement. For instance, subsection 13-2504(2)(b) requires that an agreement outline the "general organization, composition, and nature of **any** joint public agency created by the agreement." However, this subsection is inapplicable because the subject Agreement does not create a new joint agency. Those subsections which are applicable, such as 13-2504(2)(a) duration and (c) purpose, are satisfied by the terms of the proposed Agreement. Therefore, we are of the opinion that the Agreement is compliant with the Act.

The Act further authorizes public agencies to engage in procurement through such agreements, provided the applicable public agency has complied with its governing statutes in connection with the subject procurement. Equalis has confirmed and has provided documentation, that its lead public agencies adhere to all statutory procurement requirements. Here, the lead public agency that has procured a master agreement with Mammoth is CCOG. As provided in the Master Cooperative Purchasing Agreement between CCOG and Mammoth, and the attachments thereto, CCOG issued a Request for Proposals and subsequently selected Mammoth as the winning supplier in accordance with the applicable procurement requirements.

We acknowledge that McCook, as a city of the first class, is subject to the limitations set forth in Chapter 16 of the Nebraska Revised Statutes. No provisions in Chapter 16 contemplate cooperative purchasing. However, the Joint Public Agency Act explicitly applies to all cities in Nebraska, including McCook, and provides an exception to the otherwise applicable procurement provisions in Chapter 16. Section 13-2547 of the Act states that its provisions shall be deemed and construed as supplemental and controlling, notwithstanding any other generally applicable law (*i.e.* notwithstanding the generally applicable provisions within Chapter 16).

Based on our review, we are of the opinion that McCook has statutory authority to engage in cooperative purchasing through the Equalis Group cooperative. If the city elects to proceed, we recommend that McCook adopt a formal resolution to enter into the Agreement in order to satisfy NEB. REV. STAT. § 13-2504(1). We would further recommend that, should McCook choose to purchase construction services under the Master Cooperative Purchasing Agreement between CCOG and Mammoth, it adopt a resolution authorizing the Purchasing Agent and finding that doing so is in the best interest of the city, as contemplated in the City's Purchasing Procedure § 34.30(K).

Additionally, we note that Equalis has provided documentation demonstrating that its procurement process and Agreement comply with 2 C.F.R. 200. These requirements appear to be satisfied for the purpose of adhering to McCook's obligations of the Rural Community Recovery Program grant.

Nat Schneider
March 25, 2025
Page 3

Should you have any questions or require further clarification, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Austin L. McKillip". The signature is fluid and cursive, with the first name "Austin" and last name "McKillip" clearly distinguishable.

Austin L. McKillip
For the Firm

CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. 2025-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, TO JOIN THE EQUALIS GROUP PURCHASING COOPERATIVE IN ACCORDANCE WITH THE JOINT PUBLIC AGENCY ACT.

RECITALS

A. WHEREAS, the Nebraska Joint Public Agency Act (the "Act") authorizes collaboration between public agencies, both within and outside Nebraska, to provide services that support the geographic and economic needs of local communities. NEB. REV. STAT. § 13-2502.

B. WHEREAS, the City of McCook, Nebraska (the "City"), has elected to join the Equalis Group Purchasing Cooperative (the "Cooperative"), a program that facilitates collaboration between public agencies in cooperative purchasing.

C. WHEREAS, the municipal code adopted by the City authorizes cooperative purchasing. Purchasing Procedure § 34.30(K).

D. WHEREAS, the City is authorized to enter into the Equalis Group Purchasing Cooperative by executing the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (a copy of which is attached hereto as **Exhibit A** incorporated herein by reference) pursuant to the Act. NEB. REV. STAT. § 13-2502.

E. WHEREAS, the City desires to participate and join with other public agencies in the discharge of their respective public and governmental purposes, objectives, needs, programs, functions, and services relative to purchasing.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of McCook, Nebraska, as follows:

1. The City hereby authorizes the Mayor of the City of McCook to execute the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement.

2. That execution of this Resolution is conclusive evidence that the City Council, as the governing body for the City, has approved of this action and granted the authority described herein. The City Council warrants that it has, and at the time of this action had, full power and lawful authority to adopt this instrument.

Dated this 27th day of March, 2025.

CITY OF MCCOOK, NEBRASKA

By: /s/ Linda Taylor, Ex-officio Mayor
and President of the Council

ATTEST:

/s/ Lea Ann Doak, City Clerk-Treasurer



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "**Agreement**") is entered into by and between those certain government agencies that execute a Management Services Agreement ("**Lead Agencies**") with Equalis Group LLC ("**Equalis Group**") to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a "**Purchasing Group Member**") who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, "**Equalis Group Purchasing Program**") by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements ("**Master Agreements**") with awarded suppliers to provide a variety of goods, products, and services ("**Products**") to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member's procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling Purchasing Group Member in another GPO's purchasing program; provided that the purchase of Products shall be at Purchasing Group Member's sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a "**Supplier**") for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an "**Equalis Agreement**") in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees ("**Administrative Fees**") from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group's standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information		
Agency Name:		
Agency Type:		
Agency Department:		
Street Address:		
City / St / Zip:		
Phone #:		
Federal Tax ID:		
Website URL:		

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of _____, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: _____

MAMMOTH

This Agreement made as of the 21st day of April 2025 (“Effective Date”) between City of McCook, Nebraska (“Owner”), with a principal place of business at 505 West C St. McCook, NE 69001 and Mammoth Sports Construction, LLC (“Contractor”), a Kansas limited liability company with a principal place of business at 601 E. Wyandotte Street Meriden, Kansas 66512, for the construction of the McCook Sports Complex, further described herein as the “Project”. Hereinafter, Owner and/or Mammoth may be referred to individually as a “Party” or collectively as the “Parties.”

Whereas the McCook Sports Complex will be constructed in a series of phases, and therefore the Parties agree that this Agreement shall be amended, as needed and from time to time, to set forth the Parties agreements for construction of phases of the Project; and

Whereas this Agreement shall establish terms and conditions as agreed by the Parties for the Project; and set forth the in the first instance, the details for the construction of Phase I of the McCook Sports Complex which shall be specific to Earthwork and Mass Excavation and/or Grading (“Phase I and/or Package A”).

Article 1. Date of Commencement and Substantial Completion

- 1.1. Contractor shall commence Work on a date that is reasonable and practical based upon the availability of Owner’s facilities and the delivery of materials necessary to complete such Work. It is anticipated that all Work under this Agreement will be completed as soon as reasonably possible following commencement of the Work, subject to any changes occurring under the terms and conditions of this Agreement.
- 1.2. If the Contractor is delayed in the commencement or progress of the Contract Work by any cause beyond the control of the Contractor, the Contractor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professionals or Others; (b) Changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the work; (c) delay authorized by Owner pending dispute resolution or suspension by Owner; (d) delay in receiving authority and/or approval from governmental agencies necessary for the Project, including permitting; (e) transportation delays not reasonably foreseeable; (f) unavoidable accidents or circumstances; (g) adverse weather conditions, as determined by Contractor or manufacturers specifications on product/material installation, and (h) force majeure events as set forth under Section 11.6.



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Article 2. General Provisions

- 2.1. The Parties hereby agree and stipulate that the transaction described in this Agreement is an Equalis Group Cooperative Project. Therefore, the following document is incorporated into this Agreement and made a part hereof as if more fully set forth herein; Mammoth Sports Construction & Equalis Group Publicly Procured Master Agreement Contract #COG-2138A. In the event of a conflict between this Agreement and that Master Agreement Contract, this Agreement will prevail.
- 2.2. This Agreement may be amended only by written instrument signed by both the Owner and Contractor. In the event of conflict in the terms and conditions contained in the Contract Documents, this Agreement shall take precedence over terms and conditions contained in any other contract documents for the Work.
- 2.3. The following documents are incorporated into this Agreement and made a material part of this Agreement, as if more fully set forth herein, and which shall be collectively described herein as the "Contract Documents".
 - (a) McCOOK SPORTS COMPLEX – Phase I/Package A; Exhibit A.1 – Scope of the Work, Allowances & Deviations – Project No. 24-0276 – Dated 4/7/2025.
 - (b) McCOOK SPORTS COMPLEX – Phase I/Package A; Exhibit A.2 - Bid/Plan Set – Project No. 24-0276 – Dated 3/14/2025.
- 2.4. The term "Work" means all construction services required by, intended by, and included in the Agreement, whether completed or partially completed, and includes all other labor, materials, equipment, parts, supplies, skills, supervision, transportation, services, and other facilities and things necessary, proper, or incidental for the Contractor to carry out and complete its obligations under the terms of the Agreement. The Scope of Work for the Contractor is set forth in Section 6. For the purposes of this Agreement, Site Excavation shall mean the removal of all materials necessary for Base Construction to commence on the Project. For the purposes of this Agreement, Base Construction shall mean work necessary for earth excavation, placement of aggregate and/or drainage systems to prepare the worksite for installation of synthetic turf.



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Article 3. Owner

- 3.1. If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.
- 3.2. If the Contractor fails to correct Work which is not in accordance with the Agreement, the Owner may direct the Contractor, in writing, to stop the Work until the correction is made.
- 3.3. If the Contractor fails to carry out the Work in accordance with this Agreement and after a seven (7) business day period from receipt of written notice from Owner to commence and continue correction of such failure with diligence and promptness, the Owner may, without prejudice to the other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due to the Contractor.

Article 4. Contractor

- 4.1. Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- 4.2. Before commencing activities, the Contractor shall:
 - (1) Take field measurements and verify field conditions;
 - (2) Compare such measurements and field conditions and other information known to the Contractor; and
 - (3) Promptly report errors, inconsistencies or omissions discovered to the Owner.
- 4.3. The Contractors shall provide and pay for labor, materials, equipment, tools, transportation and other facilities and services necessary for proper execution and completion of the Work.
- 4.4. The Contractor shall perform the Work in accordance with the Contract Documents in a good and workmanlike manner and in an expeditious and economical manner consistent with the interest of the Owner; shall exercise the best degree of care, skill, and diligence in the performance of the Work and in accordance with and consistent with industry



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standards for similar projects; shall utilize its best skill, effort, and judgment in diligently performing the Work. Workmanship shall be of a quality to produce satisfactory results. This shall include, but not be limited to meaning, that all materials shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform, and joining of materials shall be flush and level, unless otherwise directed by the Owner or the Contract Documents. The Contractor warrants and represents that it has adequate resources to carry out the Work in a timely manner and as contemplated by the Contract Documents. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

- 4.5. The Contractor shall enforce strict discipline and good order among Contractor's employees, the employees of any approved subcontractor, and any other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 4.6. The Contractor warrants to the Owner that (1) materials and equipment will be of new and good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Agreement.
- 4.7. The Contractor shall confine operations at the site to areas permitted by the Owner and ensure best efforts to protect property of the Owner adjacent to the Project.
- 4.8. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, surplus material, and shall promptly dispose of waste materials.
- 4.9. The Contractor shall provide and pay for labor, materials, equipment, tools, utilities transportation, and other facilities and services necessary for proper execution and completion of the Work. The Contract Sum includes the cost for all of the above and foregoing, unless otherwise specified in the Contract Documents.
- 4.10. The Contract Sum within this Agreement is based upon the pricing of fuel (gasoline and/or diesel) and materials required for the Project, as of the date of the Effective Date. In the event such fuel or material prices increase by fifty percent (50.0%) or more during the Project, the Contractor reserves the right to charge Owner additional fuel and/or material costs based on the tender price by Contractor's supplier, or alternatively Owner and



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Contractor may agree to deduct any such additional costs from Owner's construction contingency for the Project.

- 4.11. The Contractor will abide by all applicable policies, rules, and regulations of the Owner with respect to conduct, including smoking, access to the Project, parking of vehicles, tree preservation, and entry to any adjacent facilities that are owned by the Owner.
- 4.12. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project, including, without limitations, lavatories, toilets, entrance, and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules, regulations promulgated by the Owner in connection with the use and occupancy of the Project and the building, policies, and procedures, as amended from time to time.
- 4.13. The Contractor shall pay sales, consumer, use and similar taxes that are legally required. If the Project is exempt from certain local and/or state sales and use taxes, the Owner shall provide to Contractor a Sales Tax-Exempt Certificate. The Contractor shall take all appropriate action to obtain such exemptions or refunds of taxes paid and shall not charge the Owner for any such taxes. The Contractor shall pay all applicable sales and use taxes required to be paid in performing the Work, and such payments shall be included in the Costs of the Work. The Contractor shall furnish such data as may be necessary to enable the Owner to obtain any refunds of such taxes that may be available under the laws, ordinances, rules or regulations applicable to such taxes. The Contractor shall require each of its Subcontractors comply with the preceding tax requirements and to maintain such records and furnish Contractor with such data as may be necessary to obtain refunds to the taxes paid by such subcontractors. The Contractor shall comply with all laws applicable to the Work and in connections with this Agreement and shall comply with and give notice required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.
- 4.14. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents. Contractor shall schedule and perform the Work in a manner that does not compromise the safety to the students, customers, and visitors, and does not unreasonably disrupt or interfere with the continuing normal routine of the Owner.



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- 4.15. Contractor shall be responsible and accountable for occupational health, safety and environmental matters related to the performance of the Work including but not limited to, (i) safety of Contractor's Personnel, Subcontractor's Personnel, invitees, and any other person and all property affected by the performance of the Work, and (ii) the provision of measures to prevent contamination of the environment whether air, ground, water, flora or fauna, as a result of the performance of the Work. Contractor shall monitor and make reasonable efforts to ensure that all hazardous chemicals, materials, wastes or goods utilized or created in the performance of the Work, are transported, stored used or disposed of in accordance with good industry and environmental practice and all applicable laws.
- 4.16. The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.
- 4.17. To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 4.16 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the intentional acts or gross negligence of the party seeking indemnity.
- 4.18. If, without gross negligence on the part of the Contractor, the Contractor is required to take action either before, during or after the Project, and/or held liable, by a governmental agency for the identification, testing, remediation, abatement, mitigation,



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removal or relocation of hazardous material(s) or substance(s) which exist upon or within Owner's property, or result from Contractor performing the Work as required by the Contract Documents, the Owner shall reimburse to the Contractor all cost and expense thereby incurred by the Contractor to complete such action, and any such cost and expense shall be paid in addition to the Contract Sum stated in Article 6.

- 4.19. To the fullest extent permitted by law, the Contractor assumes liability for, and agrees to defend, indemnify, protect, and hold harmless the Owner, its Successors, Assigns, Affiliates, Trustees, Officers, Contractors, Employees, and Agents (All of the prior parties individually and collectively, the "Owner's related parties"), from and against, all liabilities, obligations, fines, demands, judgments, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements (including court costs and reasonable attorneys' fees) of every kind or character (A) arising from any breach, violation or non-performance of any term, provision, covenant, agreement, or condition of this the Contract Documents; (B) recovered from or asserted against any of the Owner's related parties on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of or be caused, either approximately or remotely, wholly or in parts, by any act, omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees, contractors, or invitees or of any other person while on the Owner's property under or with the express or implied invitation or permission of the Contractor; (C) suffered by, recovered from or asserted against any of the Owner's related parties by the contractor's employees, agents, servants, contractors or invitees. Such indemnification of any of the Owner's related parties by the Contractor shall be effective unless such damage results from the negligence or misconduct of the Owner or any of its duly authorized agents or employees. This indemnification requirement survives expiration or earlier termination of this Agreement and the Contract Documents.
- 4.20. To the fullest extent permitted by law, the Contractor and Owner shall indemnify, defend, and protect each other and any related parties from any claims involving infringements or patents and/or copyrights. Nothing contained in this Agreement, or any Contract Document shall constitute a waiver of or operate to waive or abrogate any immunities to which the owner is entitled by law.

Article 5. Changes in the Work

- 5.1. The Owner may order changes in the Work consisting of additions, substitutions, deletions, or other revisions. The Contractor Sum and applicable time periods to complete the Work shall be adjusted accordingly in writing, as a result of any such Change



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Orders. Such orders shall be in writing and shall be binding on the Owner and the Contractor. The Contractor shall carry out such orders promptly.

- 5.2. Substitutions will be permitted in accordance with the following guidelines:
- a. Where a definite material is specified, it is not the intent to discriminate against any "approved equal" product of another manufacturer. It is the intent to set a definite standard.
 - b. Open competition is expected, but in all cases, complete data must be submitted for comparison and test when required by the Owner.
 - c. The materials, products and equipment establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
 - d. No substitution will be considered prior to receipt of a Change Order unless written requests for approval have been received by the Owner at least five (5) days prior to the date for receipt of a Change Order. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. Information shall be submitted in a format that compares the proposed product in a direct comparison to the specified product. A statement setting forth changes in other materials, equipment or other portion of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval/disapproval of a proposed substitution shall be final.
 - e. If the Owner approves a proposed substitution prior to receipt of a Change Order, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
 - f. No substitutions will be considered after the Agreement is fully executed unless specifically provided in the Contract Documents.
 - g. No substitution shall be made unless authorized in writing, by the Owner.



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- h. If a substitution is approved by Owner, all bidders shall base their proposal on the material or specialty specified in the request for proposal. Any proposal for substitution shall be submitted within 10 days after the award of the Contract or Change Order approving the substitution.
 - i. Should a substitution be accepted, and should the substitute material prove defective or otherwise unsatisfactory for the service intended within the guaranty period, the Contractor shall replace this material or equipment with that which was originally specified, without cost to the Owner.
- 5.3. If concealed or unknown physical conditions are encountered at the Project that differ materially from those presented by Owner or from those conditions ordinarily found to exist, the Contract Sum and time period to complete the Work shall be subject to equitable adjustment, as agreed upon in writing by Owner and Contractor.
- 5.4. Acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to, impact or delay damages, arising from the subject matter of the Change Order, or attorney's fees and costs arising from a dispute with a Subcontractor over the Change Order.

Article 6. Contract Sum

- 6.1. The Contract Sum stated below is the total amount payable by the Owner to the Contractor for performance of the Work.

The Total Contract Sum for Phase I shall be the Base Price plus the Alternates that Owner selects below: (Owner should place a check mark next to each alternate being selected).

Scope: Earthwork and Mass Grading and/or Excavation for the McCook Sports Complex.

BASE PRICE: \$861,850.00

ALTERNATES FOR OWNER'S SELECTION:

- Add \$33,750.00: To provide a construction entrance for the McCook Sports Complex, as designed to come off the future "T" street for the City of McCook, per the approved design/plan set.**



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Based on the selections above, Owner agrees to pay Contractor a Total Contract Sum for Phase I in the amount of \$ 895,600. (Base Price plus Alternates Selected at Contract Execution)

- 6.2. In the event Alternates are not selected at the time of Contract execution, the Owner shall have ten (10) calendar days from Contract execution to advise Contractor, in writing, of their selection of any Alternates to be added to the Contract Sum via change order.
- 6.3. The Contract Sum shall include all items and services identified in the Scope of Work, and any other items and services necessary for the proper execution and completion of the Work, subject to any Change Order of Owner or as further agreed by Owner and Contractor in writing.

Article 7. Payment

- 7.1. Based on the Contractor's Application for Payment, the Owner shall pay the Contractor as follows:
 - 25% of the Contract Sum amount due within ten (10) business days of complete execution of this Agreement.
 - Based on the Contractor's Application for Payment, the Owner shall pay the remaining Contract Sum to Contractor as follows:

Contractor shall periodically submit Applications for Payments for Work performed to Owner on the Project, but no more than two (2) Applications for Payment may be submitted within any thirty (30) day period. Owner shall have thirty (30) calendar days upon receipt of said Applications for Payment to make payment accordingly.

The Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the Contract Sum stated in this Agreement. The Application is subject to Owner's approval and shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may



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similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

7.2. If Owner approves a Change Order, Contractor shall have the option of submitting payment applications to the Owner for Work performed under the Change Order, separately from the payment schedules set forth in Section 7.1, by:

(1) submitting payment application to Owner upon work substantially complete under the Change Order; or

(2) submitting a payment application to Owner based upon percentage of work complete, if the duration of the work under the Change Order is expected to be more than thirty (30) calendar days.

In either event, Owner agrees to issue payment to Contractor for any such application for payment within thirty (30) calendar days from receipt thereof.

7.3. The Owner agrees that all payments due and owing under this Agreement shall be made through Owner issued check, or as otherwise agreed to by Owner and Contractor in writing.

7.4. The Contractor warrants that a clean title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment of that specific Application for Payment. All Applications for Payment will include Lien Waivers, either partial or final based on the Application for Payment.

7.5. Payments received from the Owner shall be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interest. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interest, or encumbrance filed by the Contractor, subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to Contractor.

7.6. The Contractor shall pay each subcontractor and/or supplier in an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

7.7. The Owner shall have no responsibility for payments to a subcontractor or supplier.



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- 7.8. If any amounts due by Owner to Contractor remain unpaid after 30 days of Owner's receipt of Contractor's invoice or payment application, such unpaid amounts shall bear interest from the due date until paid at a rate equal to 1.5% per month or the maximum allowed by law.

Article 8. Insurance

The Contractor Shall provide and maintain the following insurance coverage for all Work performed under this Agreement.

Commercial General Liability

- \$1,000,000 per event
- \$2,000,000 annual aggregate

Commercial Auto

- Combined Single Limit \$1,000,000

Workers Compensation

- Statutory Limits
- Employers Liability Limits of \$1,000,000

Umbrella Liability

- \$5,000,000 per event
- \$5,000,000 annual aggregate

Professional & Pollution Liability

- \$5,000,000 per event
- \$5,000,000 annual aggregate

- 8.1 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under this Agreement. The Contractor shall provide certificate of insurance showing their respective coverages prior to commencement of the Work with the Owner and Owner's related parties listed as additional insured.
- 8.2 Contractor is required to obtain Certificates of Insurance with same requirements from Subcontractors and provide to the Owner.



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- 8.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Article 8 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required.

Article 9. Substantial Completion

- 9.1. Substantial Completion is the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete so the Owner can occupy and/or utilize the Work for its intended use.
- 9.2. The Work as set out herein will not be considered Substantially Complete unless and until the performance of the Work is to the point where (1) all Project components included in the Scope of Work are installed properly and are operational; (2) as to such Work, all required governmental inspections and certification required for the Work and of Contractor have been made and posted; (3) as to such work, all the required finishes included in the Scope of Work, if any, are in place; (4) the Work can be used by the Owner for its intended purpose; (5) a final completion list has been prepared by Contractor and approved by Owner; and (6) applicable lien waivers and guarantees for Work completed to that date have been delivered to Owner.
- 9.3. When the Contractor deems that the Work or designated portion thereof is Substantially Complete, the Owner will inspect to determine whether the work is Substantially Complete. Upon approval by the Owner, the Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and the Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Any warranties, if applicable, shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.



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Article 10. Termination

- 10.1. Termination by the Contractor. Contractor may declare default and terminate the Agreement if Owner has not made payment of sums due on an approved Application for Payment, or otherwise breaches any provision of the Contract Documents, within ten (10) business days of Owner's receipt of a written demand from Contractor for such payment. In the event of default by Owner, the Contractor may terminate the Agreement and recover from the Owner payment for Work executed and for actual proven unrecoverable loss with respect to materials, equipment, tools, construction equipment and machinery purchased prior to the time the event of default by Owner. The results of termination under this Article 10 are in addition to any other rights and remedies available to the Contract whether provided in the Agreement or as a matter of equity or law.
- 10.2. Termination by the Owner. Subject to the Owner providing detailed and written notice of an alleged fault and providing Contractor fifteen (15) business days to reasonably cure any such alleged default, the Owner may terminate the Agreement if the Contractor:
- a) Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - b) Fails to make payment to Subcontractors for materials or labor in accordance with the respective terms and conditions of the agreements between the Contractor and the subcontractors;
 - c) Repeatedly disregards laws, ordinances, or rules, regulations or orders of the Owner or a public authority having jurisdiction;
 - d) Repeatedly fails to perform the work in a good and workmanlike manner or repeatedly fails to correct a defect or non-conforming work; or otherwise breaches any provision of the Contract Documents.
- 10.2.1. Subject to Section 10.2, the Owner, may, without prejudice to any other rights or remedies of the Owner or Contractor, and after giving the Contractor's surety, if any, ten (10) business days advanced written notice to reasonably cure, terminate Contractor and may take possession of all materials, equipment, tools, appliances, and other items that have been purchased or provided by payments to the Contractor for the performance of the Work and may complete the Work. In the event of termination under this Article 10.2, Contractor shall not be entitled to receive any further payments under the Agreement. If the costs of finishing the Work exceed the unpaid balance of the Contract Sum, such excess shall be paid by the Contractor to the Owner. The results of termination under this Article 10 are in addition to any other rights and remedies available to the



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Owner whether provided in the Agreement or by law, including the right to stop Work under any applicable provision of the Agreement.

Article 11. Miscellaneous Provisions

- 11.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including those required by law in connection with performance of the Work. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or part by the Contractor, or by anyone for whose acts the Contractor may be liable.
- 11.2. Upon written request of the Owner, information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.
- 11.3. Unless otherwise stated herein, the Contractor shall arrange for tests, inspections and approvals of portions of the Work required by the Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, with Contractor and Owner further agreeing herein how such costs should be paid.
- 11.4. If default should occur under this Agreement, then each party shall have such rights and remedies as may be available to it at law and/or in equity. The failure by any party hereto to exercise or elect, and any delay by such party in exercising or electing, any right or remedy hereunder shall not constitute a waiver of any such right or remedy. The exercise by any party hereto of any right or remedy hereunder shall not preclude the exercise of any other right or remedy, and the remedies and rights provided herein are cumulative and not exclusive of any rights or remedies provided at law or in equity.
- 11.5. To the extent allowed by law, in the event a dispute should arise from this Agreement, the prevailing party shall be entitled to attorneys' fees and all costs of enforcement and/or litigation against the non-prevailing party.
- 11.6. The Owner agrees the Contractor shall not be responsible for delay in performance of its work by reason of acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil



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commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication, or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Contractor ("Force Majeure Event"). In the event of Force Majeure, the Owner agrees that all dates by which performance of the Contractor's obligations are scheduled to be met shall be extended, as reasonable and necessary to complete said obligations or as requested by the Contractor, and furthermore that the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of suspension, shutdown, work stoppage, delay, re-mobilization and/or start-up due to any Force Majeure Event. The Owner and Contractor, in the event of Force Majeure, execute a Change Order, as set forth in the Construction Agreement, to adjust the Contract Sum, Contract Time and any other cost or expense because of each Force Majeure Event.

- 11.7. Consent to Contractor's Use of Project Information. The Contractor, its subsidiaries and/or affiliates, may develop and/or capture information, including but not limited to photographs, videos, and general data, as related to Project, or Contractor's work on the Project, for use in Contractor's business portfolio or as related to Contractor's marketing and advertising ("Promotional Work"). The Owner acknowledges and understands that the Owner's name, image, likeness, including but not limited to buildings, structures, fields, logos, signage, as related to the Project, may be captured in such Promotional Work. The Owner further consents and agrees that the Contractor may use the Owner's name, image, likeness, including but not limited to buildings, structures, fields, logos, and signage, as captured in the Promotional Work in connection with the Contractor's products and services, or the products and services provided by Contractor's subsidiaries and affiliates. Such consent and agreement of Owner herein shall apply during the term of this Agreement and survive thereafter, without limitation, and allow the Contractor, its subsidiaries and/or affiliates, to continue to use the Promotional Work as developed and/or captured.



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Article 12. Severability of Agreement

12.1 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Article, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

Article 13. Time of the Essence

13.1 Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Article 14. Survival

14.1 Except as otherwise expressly provided in this Agreement, representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement, shall survive the date of this Agreement.

Article 15. Ambiguities

15.1 Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

Article 16. Waiver

16.1 No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy.



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Article 17. Headings

17.1 The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

Article 18. Counterpart & Electronic Signatures

18.1 This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors and assigns and may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The parties hereto acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include digital versions of an original signature or electronically scanned and transmitted versions (e.g., via DocuSign) of an original signature.

Article 19. Representation on Authority of Parties/Signatories

19.1 Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Article 20. Assignment

20.1 Neither party shall voluntarily or by operation of law assign, hypothecate, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this Agreement or the proceeds thereof (collectively, "Assignment"), without the other party's prior written consent. Any attempt to make an Assignment in violation of this provision shall be a material default under this Agreement and any Assignment in violation of this provision shall be null and void.



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Article 21. Choice of Law & Dispute Resolution

- 21.1. All matters arising out of or related to this Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the of State of Nebraska.
- 21.2. Except for a claim of injunctive relief, and subject to any applicable cure provision, before Owner or Contractor initiates any court proceeding or enforcement proceeding in connection with any alleged breach of this Agreement, the Parties shall first participate in a mediation. The mediation shall be attended in person by an officer of each Party with decision-making authority, counsel for any Party who wishes for his or its counsel to attend, and a mediator of the American Arbitration Association or other mediator mutually agreeable to the Parties. The mediation shall take place at a location agreeable to the Parties, or in the alternative, at a location designated by the mediator. The Parties shall, in equal shares, pay all costs and expenses of such mediation, and the Parties shall each pay separately its own counsel fees. The mediation shall take place as soon as practical, but no later than ninety (90) days after either Party notifies the other, in writing, that mediation under this provision is requested. The mediation shall be subject to applicable laws protecting the confidentiality of mediation. In the event the mediator declares an impasse, the Parties shall proceed in accordance with the provisions of Section 21.3.
- 21.3. Subject to first complying with Section 21.2, in the event of any controversy, dispute or claim arising out of or related to this Agreement, or the interpretation, breach, termination or validity hereof, including a claim for injunctive relief, a Party shall submit such controversy, dispute or claim to the District Court of Red Willow County, Nebraska. Each of the Parties to this Agreement hereby waives any objection based upon *forum non conveniens*, and any objection to venue of any action instituted by or through this Agreement in the aforementioned Court and consents to the granting of such legal or equitable relief as is deemed appropriate by such court.

Article 22. Entire Agreement

- 22.1 This Agreement, the Contract Documents and all exhibits incorporated, contains the entire agreement of the parties, and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions hereby contemplated. There are no verbal understandings, agreements, representations, or warranties between the parties which are not expressly set forth herein. This Agreement may not be changed or



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terminated orally but may only be changed by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Owner:

City of McCook, Nebraska

By: _____

Print Name/Title: _____

Date: _____

Contractor:

Mammoth Sports Construction, LLC

By: _____

Print Name/Title: Jacob Farrant, CEO

Date: _____



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McCook Sports Complex

Exhibit A.1 – Scope of the Work, Allowances & Deviations – Project No. 24-0276 – Dated 4/7/2025.

The Scope of Work, Clarifications and Deviations for Package D for the Project is set forth as follows:

Contract Pricing

- a. Pricing is based on the following documents:
 - i. McCOOK SPORTS COMPLEX – Phase I/Package A; Exhibit A.1 – Scope of the Work, Allowances & Deviations – Project No. 24-0276 – Dated 4/7/2025.
 - ii. McCOOK SPORTS COMPLEX – Phase I/Package A; Exhibit A.2 - Bid/Plan Set – Project No. 24-0276 – Dated 3/14/2025.
 - iii. Owner’s execution of this Agreement on or before April 22, 2025.
- b. Scope of Work to earthwork, mass excavation and/or grading as, as set forth within the Construction Documents, and in accordance with the construction of Project.
- c. Pricing is subject to allowances, deviations, terms, and conditions stated herein, if any.

Any cost breakdowns and/or breakouts provided in this document, or separately, are intended to be utilized for accounting purposes only and not intended to provide “line-item guarantees”. Budgets included in this contract are not included as line-item allowances, these budgets are included for use by the Contractor to track the cost of the work items as required. Individual costs may overrun, underrun, or be used for other items not specifically outlined as a budget item as required to complete the work.

****Potential costs that may be incurred after/during design investigation:**



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1. Site Investigation: (a) For unknown defects discovered during construction.
2. Local/City/Governing Jurisdiction Review Comments and/or Requirements, including but not limited to: (a) SWPP - Storm Water Protection Plan or Erosion Control Plan; (b) Permitting; (c) Special Conditions for Usage.
3. Owner Changes after execution of this Agreement.
4. Changes derived from the terms and conditions of this Agreement.

General Conditions and Clarifications

1. Sales tax is excluded. Upon execution of this Agreement, Owner is to provide Contractor a project tax exemption certificate. In the event that Owner is unable to provide such project tax exemption certificate, the Owner agrees that Contract Sum shall be increased by the amount of sales tax due via written Change Order.
2. Prevailing and/or Union wages and benefits are excluded.
3. General Liability insurance is included.
4. Supervision and mobilization are included.
5. Construction permitting is included.
6. Payment, Performance and/or Statutory bonds, and associated fees are included.
7. All necessary tools, equipment and personal protective equipment are included.
8. Standard 1-year workmanship warranty is included.
9. The Contractor reserves the right to include, pay overtime and acceleration costs within this contract as required to manage the schedule, which shall not increase the Contract Sum unless other agreed in writing between Owner and Contractor.
10. Unforeseen and/or unknown subsurface conditions, including burial remains and/or artifacts, and removal of underground structures, remains or artifacts are excluded.
11. Site Security is excluded.
12. Development fees are excluded.
13. Construction & Special Testing for known components of the Project are included.
14. Testing or identification of hazardous materials or substances at the Project before, during or after the Work, is excluded.
15. Utility consumption costs for construction activities are excluded.
 - a. Utilities are to remain under the Owner's name and paid by Owner.
16. The Owner shall provide structurally capable ingress/egress for ALL of Contractor's personnel, equipment, and materials and staging within the Project Site. Construction traffic shall be expected at the work site, and upon surrounding streets and roads, for the duration of this Agreement, including but not limited to heavy machinery use, semi-tractor and dump truck travel and the delivery of construction materials necessary for the



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Work. The Contractor is NOT responsible for wear and tear to streets or roads on or adjacent to the work site due to construction traffic ingress/egress to the work site.

17. Contractor requires, and Owner shall provide, a suitable staging area with the Project Site. The staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. The Contractor shall not be liable for any damage to the staging area or existing surfaces unless such damage is caused by Contractor's intentional misconduct or gross negligence.
18. Any item or scope of work not specifically listed above or below is excluded.

Allowances

1. None.

Alternates For Owner's Selection

1. Add \$33,750.00: To provide a construction entrance for the McCook Sports Complex, as designed to come off the future "T" street for the City of McCook, per the approved design/plan set.
 - a. The selection of Alternates by Owner shall be made pursuant to Article 6. of the Agreement.

Plan Deviations

1. All Plan Deviations are subject to the applicable plan/design set, and approval by Contractor for installation.
 - a. Seeding of grass within the sports complex limited of disturbance, as made by Contractor for construction related to Phase I/Package A is included per approved restoration plan (C-701) to be agreed by the Parties.
 - b. Temporary construction entrance from US Highway Route 83 is excluded, unless selected by Owner as Alternate pursuant to Article 6 of the Agreement.



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Exhibit A.2 - Bid/Plan Set
– Project No. 24-0276 – Dated 3/14/2025.

Incorporated by Reference Due to Size Limitations



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**CITY MANAGER'S REPORT
APRIL 21, 2025 CITY COUNCIL MEETING**

ITEM: 5.B.

Approve on its third and final reading, Ordinance No. 2025-3100 amending the City of McCook Code of Ordinances Chapter 34, entitled "Purchasing Regulations", Subchapter "Purchasing Procedure" in Title III, "Administration", by amending the purchasing limit to \$50,000 to harmonize with state law.

BACKGROUND:

To harmonize with state law, the proposed ordinance changes the purchasing limit from \$30,000 to \$50,000 that the City's Purchasing Agent may make without bidding and taking to the City Council for approval. Neb. Rev. Stat. 16-321 mandates that no contract for enlargement or general improvements, such as water/sewer extensions, public heating systems, bridges, or street work, costing over \$30,000 shall be made unless first approved by the City Council. Therefore, §34.30 (H) remains at \$30,000.

Under Informal Purchases, the amount of open market purchases that may be made without the necessity of soliciting two quotes has been increased from \$2,500 to \$3,000 due to overall increases in cost of items purchased. This amount is set by the Council.

Staff has received no comments from the public regarding the proposed ordinance.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

April 16, 2025



Tera Koetter, Assistant City Manager

April 16, 2025



Nate Schneider, City Manager

April 16, 2025

ORDINANCE NO. 2025-3100

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 34, ENTITLED "PURCHASING REGULATIONS", SUBCHAPTER "PURCHASING PROCEDURE", IN TITLE III, "ADMINISTRATION", BY AMENDING THE PURCHASING LIMIT TO \$50,000 TO HARMONIZE WITH STATE LAW; 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. That the City of McCook Code of Ordinances, Chapter 34, entitled "Purchasing Regulations", Subchapter "Purchasing Procedure", in Title III, "Administration", shall be and hereby is amended to read as follows:

PURCHASING PROCEDURE

§ 34.30 FORMAL CONTRACT PURCHASE.

(A) When the estimated cost of supplies, equipment, or contractual services exceeds **\$50,000**, no formal contract for purchase shall be authorized until the contract has been reviewed by the City Attorney, and without prior approval of the City Council. All supplies, equipment, and contractual services in this category shall be purchased by formal written contract, from the lowest responsible and responsive bidder, after due notice inviting bids.

(B) Notice inviting bids shall be published once in at least one official newspaper in the city and at least seven days preceding the last day set for the receipt of bids. The notice shall include a general description of the items to be purchased, and shall state where bid blanks and specifications may be secured, and the date, time and place for opening bids. The city shall also endeavor to distribute bid documents to responsible prospective suppliers of whom the Purchasing Agent, or his or her designee, may be aware.

(C) When deemed necessary, bid deposits shall be prescribed in the public notice inviting bids. Unsuccessful bidders shall be entitled to a return of surety required. The successful bidder shall forfeit his or her bid deposit upon failure on his or her part to enter a contract within ten days after the award.

(D) Bids shall be submitted sealed to the City Clerk and shall be identified as bids on the envelope. Bids shall be opened in public on the date and at the time and place stated in the public notices. A tabulation of all bids received shall be available for public inspection.

(1) The City Council shall have the authority to reject all bids,

parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby.

(2) If the city receives fewer than two on a contract, or if the bids received contain a price which exceeds the estimated cost, the governing body may negotiate a contract in an attempt to complete the proposed enlargement or general improvements at a cost commensurate with the estimate given.

(3) The City Council shall have the authority to not accept the bid of a contractor who is in default on the payment of taxes, licenses, or other monies due the city.

(E) Contracts shall be awarded to the lowest responsible and responsive bidder. In determining "lowest responsible bidder", in addition to price, the City Council shall consider:

(1) The ability, capacity, and skill of the bidder to perform the contract required;

(2) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

(3) Whether the bidder can perform the contract within the time specified;

(4) The quality of performance of previous contracts;

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract;

(6) The life-cost of the personal property in relation to the purchase price and specific use of the item;

(7) The performance of the personal property, taking into consideration any commonly accepted tests and standards of product usability and user requirements;

(8) Energy efficiency ratio as stated by the bidder for alternative choices of appliances or equipment;

(9) The information furnished by each bidder when deemed applicable by the Purchasing Agent, or his or her designee, concerning life-cycle costs between alternatives for all classes of equipment, evidence of expected life, repair and maintenance costs, and energy consumption on a per-year basis; and

(10) Such other information as may be secured having a bearing on the decision to award the contract.

(F) A **RESPONSIVE BIDDER** shall be defined as a person or company who has submitted a bid that conforms in all material respects to the "invitation for bids".

(G) When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Purchasing Agent, or his or her designee, and filed with other papers relating to the transaction.

(H) No contract in excess of \$30,000 for enlargements or general improvements, such as (by way of illustration, not limitation) water/sewer main extensions, street improvements, park improvements, or airport improvements, shall be awarded by the City Council until the plans/specifications and estimate of the cost are approved by the City Council.

(I) Except in the case of tie bids, there shall be neither formal nor tacit local vendor's preference policies. The city shall neither impose nor condone any bidding or procurement policies that result in exclusionary or anti-competitive bidding or violate state or federal antitrust laws. If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder. Where there is no local bidder or when two or more local bidders are equal, the Purchasing Agent, or his or her designee, shall award the contract to one of the tie bidders by drawing lots in public.

(J) The city, whenever applicable, may, by the use of purchasing under a state contract, purchase supplies, equipment, or services without the necessity of using the formal bid requirements as set forth in this section.

(K) The Purchasing Agent, or his/her designee, shall have the authority to join with other units of government in cooperative purchasing of supplies, equipment or services when the best interests of the city would be served thereby.

(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012; Ord. 2019-2990, passed 11-4-2019)

§ 34.31 INFORMAL PURCHASE.

(A) When the estimated cost of supplies, equipment or contractual services is less than **\$50,000**, the purchase shall be made in the open market, without newspaper advertisement and without observing the procedure prescribed for the award of formal contracts in this chapter and shall be referred to as open market purchases. All such purchases shall be awarded by the Purchasing Agent, or his or her designee.

(B) All open market purchases greater than **\$3,000** and not more than **\$50,000** shall be acquired after solicitation of two quotations. Purchases provided for under this subsection should be made from the "lowest responsible and responsive bidder", in accordance with the same criteria established in this chapter for the formal contract procedure.

(C) All open market purchases of \$3,000 or less may be made without the necessity of soliciting two quotations.

(D) The Purchasing Agent, or his or her designee, may solicit open market quotes by direct mail request to prospective vendors, by public notice on the bulletin board at City Hall, by telephone, by facsimile transmission, by electronic mail, or other electronic means.

(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012)

§ 34.32 NON-COMPETITIVE PURCHASING.

A contract may be awarded without competition when the Purchasing Agent, or his or her designee, determines that there is only one source for the required supplies, materials, or contractual services. The Purchasing Agent, or his or her designee, shall conduct negotiations, as appropriate, as to price, delivery, and terms.

(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012)

§ 34.33 EMERGENCY PURCHASE.

(A) In the event of an emergency which requires immediate purchase of supplies or contractual services, the Purchasing Agent, or his or her designee, shall be empowered to secure by open market procedure as herein set forth, at the lowest obtainable price, any supplies or contractual services.

(B) **EMERGENCY** shall be defined as any event that interrupts the normal administration of city services, thereby jeopardizing the life, health or convenience of citizens.

(C) Should an emergency situation arise on a weekend or holiday, and where it is not possible or convenient to reach the Purchasing Agent, or his or her designee, any purchase necessary shall be made by the department in charge and the purchase reported to the Purchasing Agent, or his or her designee, without delay.

(D) A report of the circumstances of an emergency purchase shall be filed by the Purchasing Agent, or his or her designee. Purchases in excess of \$50,000 shall be forwarded to the City Council for confirmation.

(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012)

§ 34.34 VERIFICATION OF ENCUMBERED FUNDS.

Except in cases of emergency, the Purchasing Agent, or his or her designee, shall not issue any order for delivery on a contract or open market purchase until it has been certified, after pre-audit, that there is sufficient unencumbered appropriation balance to the credit of the using agency or department, in excess of all unpaid obligations, to defray the amount of the orders.

(Ord. 2007-2787, passed 3-5-2007)

§ 34.35 PROFESSIONAL SERVICE PROCUREMENT.

For the purpose of procuring professional services, any using agency requiring the services may procure them on its own behalf, with permission from the City Manager. A using agency procuring the services shall consult with the Purchasing Agent, or his or her designee. No contract for professional services exceeding \$50,000 may be awarded until the contract has been reviewed by the City Attorney, and without the prior approval of the City Council.

(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012)

Section 2. That the original Chapter 34, Subchapter "Purchasing Procedure" and any other ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication 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

Publish: