

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, June 16, 2025
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Walter Ray, McCook Baptist Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
 - A. Public Hearing - Regarding the amendment to the Redevelopment Plan for the Wagner Auto Redevelopment Project.
 1. Adjourn the Public Hearing.
 - B. Meeting of the Community Development Agency - recess as City Council and convene meeting.
 1. Call to Order and Roll Call.
 2. Open Meetings Act Announcement.
 3. Adopt Resolution No. CDA 2025-01 recommending approval of an Amendment to the Redevelopment Plan for the City of McCook, Nebraska, including the Wagner Auto Redevelopment Project.
 4. Recess as a Community Development Agency.
 - C. Adopt Resolution No. 2025-12 approving an Amendment to the Redevelopment Plan for the City of McCook, Nebraska, including the Wagner Auto Redevelopment Project.
 1. Recess as a City Council.
 - D. Adopt Resolution No. CDA 2025-02 authorizing and approving a Redevelopment Agreement including the use of Tax Increment Financing for the Wagner Auto Redevelopment Project.
 1. Adjourn the McCook Community Development Agency.
 - E. Approve Resolution No. 2025-13 approving the Redevelopment Agreement for the Wagner Auto Redevelopment Project and authorize the Community Development Agency to enter into said Agreement.

3. Consent Agenda.

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

- A. Approve the minutes of the June 2, 2025 regular City Council meeting.
- B. Recommend to the Nebraska Liquor Control Commission approval of the Amendment Application for an addition to the Licensed Area submitted by A & N Restaurant, LLC, dba "Coppermill Restaurant & Lounge", 202 Coppermill Street, which holds License #I-103479.
- C. Receive and file the claims for the month of May 2025 published June 10, 2025.
- D. Adopt Resolution No. 2025-14, updating the City of McCook Transit Handbook.
- E. Approve and authorize the Mayor to sign the FY2025-2026 contract with the West Central Nebraska Area Agency on Aging (WCNAAA) for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring and evaluation of the McCook Heritage Senior Center.
- F. Accept the minutes of the June 9, 2025 Planning Commission meeting.
- G. Approve the application for a Special Designated Liquor License submitted by The Station, McCook for a social time during the two days of the Tour de Nebraska bicycle tour in McCook, to be held at the Kelley Park Lower Shelter House, 405 Park Road, on June 27, 2025 from 2:00 P.M. to 4:30 P.M. and June 28, 2025 from 2:00 P.M. to 4:30 P.M.

4. Regular Agenda.

- A. Presentation from Emma Castor with West Central Nebraska Development District (WCNDD) in regards to properties identified to be a violation of McCook's Code of Ordinances.
- B. Approve Resolution No. 2025-11 approving the designation of nuisance properties as deemed by WCNDD and as declared in the Resolution.
- C. Discuss 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.
- D. Consider the approval of a request to use ACE funds in the amount of \$1,500 from the Southwest Nebraska Freedom Festival for the 4th of July firework display.
- E. Update from Miller & Associates regarding Water Resources Recovery Facility (WRRF).
- F. Update regarding extension for West 5th Street Closing.
- G. Approve The Second Amendment to the Agreement between the City of McCook and Mammoth Sports Construction, LLC for the construction of the Gerald L. Walters Youth Sports Complex.
- H. Update regarding the sports complex project.
- I. Approve the 2025-2026 budget schedule.
- J. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
JUNE 16, 2025 MCCOOK CITY COUNCIL MEETING**

2.A.
ITEM NO. Public Hearing - Regarding the Amendment to the Redevelopment Plan of the Wagner Auto Redevelopment Project.

BACKGROUND:

In 2013, a Blight and Substandard Determination Study for the Redevelopment Area #3 was approved, said study including property adjacent to Highway 83. An application has been received from W.A.G.S. Properties, LLC, requesting Tax Increment Financing (TIF) consideration for a project along Highway 83 and within Redevelopment Area #3. The specific area is located south of West N Street and east of Hwy. 83. A picture of the project site is included on page 2 of the Redevelopment Plan. City Staff has reviewed W.A.G.S. Properties, LLC application, and determined the request meets the requirements established pursuant to the Nebraska Community Development Law.

The project site is located on a large, unimproved lot. Despite a number of conveyances over the years, no development has occurred in the project area. A major reason the property has not been developed is that a number of costly improvements must be made in order to properly develop the lot. The Developer intends to construct an approximately 41,800 square foot automotive dealership building and related improvements. The lot at issue is large enough to accommodate the Developer's plan. Based upon the application, it is apparent to staff that "but for" TIF, the project will not be economically feasible.

The redevelopment of the proposed redevelopment area will help eliminate the current blight and substandard conditions found within Redevelopment Area #3 and further the purposes of the Nebraska Community Development Law. As part of the Project, the CDA would capture available tax increment from the improvements made to the project area, with the tax increment proceeds directed to the Redeveloper to account for the TIF eligible improvements associated with the project. A copy of the eligible expenses can be found on pages 4 and 5 of the Redevelopment Plan.

The Redevelopment Plan contains a recitation of the statutory elements required to be satisfied beginning on page 6. The Plan also contains a cost-benefit analysis that illustrates the breakdown of the tax shift resulting from the proposed Plan. Currently, the property is valued at \$285,862. It is anticipated that the property will be valued at \$6,897,000 following completion of the improvement project. The difference between the current valuation and estimated valuation is \$6,611,138. Based upon an estimated tax levy of 1.678752, it is estimated that the annual projected tax shift will be \$110,985 (not including the Red Willow County Assessor's 1% fee). The project includes \$1,564,262 of TIF eligible expenses, but based on the estimated completion value, the incremental revenue will produce \$1,010,400 of total TIF for TIF eligible expenses. The remainder of the construction costs will be the responsibility of the Developer. It is important to note that the TIF funds are the eligible amounts available to pay back the TIF note over a period of 15 years. At the completion of the term, property tax will be derived based on the actual value of the lot, with improvements.

EXHIBIT - #1

PAGE(S) - 2

With respect to the City's Comprehensive Plan, the Redevelopment Plan addresses several important goals in the Comprehensive Plan. The Redevelopment Plan contains the objectives achieved through implementation of the Plan on pages 7 and 8.

The McCook Planning Commission voted unanimously to recommend approval of the Redevelopment Plan at its June 9, 2025 McCook Planning Commission meeting.

APPROVALS:

Lea Ann Doak

June 11, 2025

Nathan A. Schneider, City Manager

Nate Schneider (Ed)

June 11, 2025

Lea Ann Doak, City Clerk

NOTICE OF PUBLIC HEARING

Public notice is hereby given by the Planning Commission of the City of McCook, Nebraska, that a public hearing will be held at 5:15 p.m. on Monday, June 9, 2025, in the City Council Chambers at the McCook Municipal Center, 505 West C Street, McCook, Nebraska.

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

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

Part of Block 1, Four Corners Addition, City of McCook, Red Willow County, Nebraska (7.09 acres) Parcel ID: 1080000.

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

/s/ Lea Ann Doak, City Clerk

Publish: May 23 and 30, 2025

EXHIBIT - #2

PAGE(S) - 1

COPY OF NOTICE MAILED TO:

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

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

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

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

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

EXHIBIT - #3

PAGE(S) - 1

CERTIFIED MAIL

Date: May 30, 2025

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

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Lea Ann Doak, City Clerk

EXHIBIT - #4

PAGE(S) - 5

CERTIFIED MAIL

Date: May 30, 2025

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

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Lea Ann Doak, City Clerk

CERTIFIED MAIL

Date: May 30, 2025

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

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Lea Ann Doak, City Clerk

CERTIFIED MAIL

Date: May 30, 2025

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

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Lea Ann Doak, City Clerk

CERTIFIED MAIL

Date: May 30, 2025

To: Board President
McCook School District
600 West 7th Street
McCook NE 69001

NOTICE OF PUBLIC HEARING

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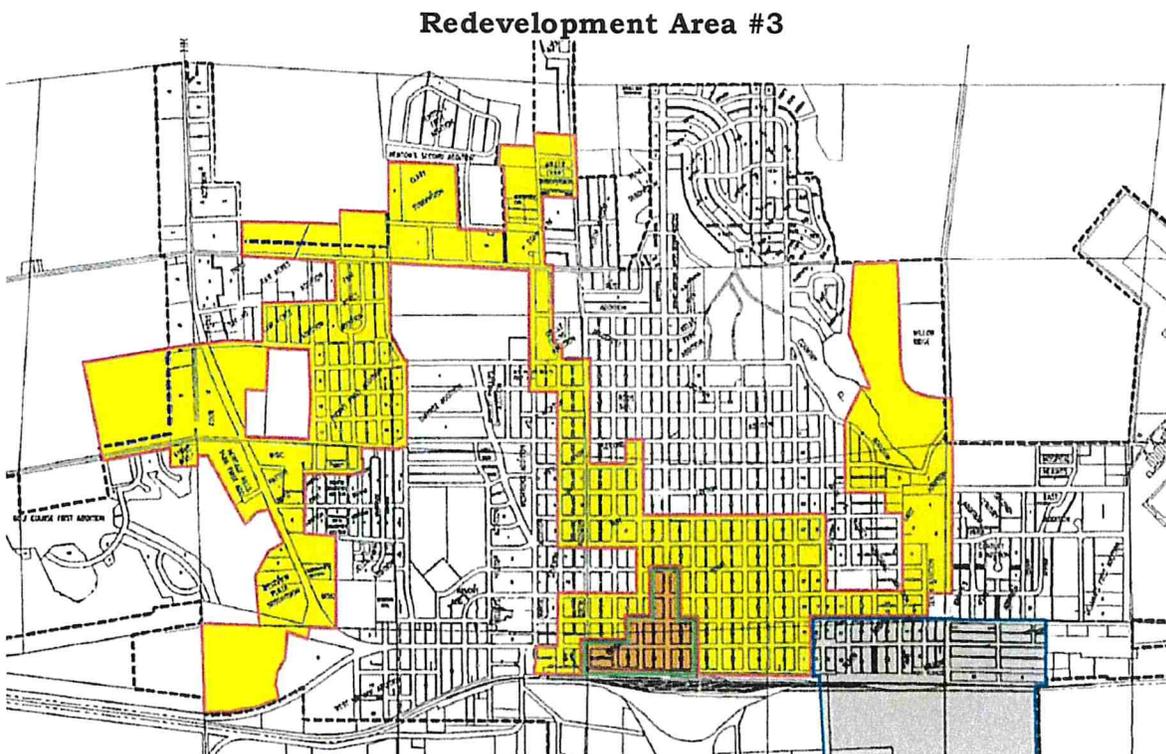
All interested parties shall be afforded at such public hearing a reasonable opportunity to express their views regarding the proposed redevelopment plan. A map of the redevelopment area and a copy of the redevelopment plan and cost-benefit analysis for the project shall be maintained at the office of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

Lea Ann Doak, City Clerk

**AMENDMENT TO THE REDEVELOPMENT PLAN
OF THE CITY OF MCCOOK, NEBRASKA
(WAGNER AUTO REDEVELOPMENT PROJECT)**

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

Pursuant to the Nebraska Community Development Law codified at NEB. REV. STAT. §§ 18-2101 through 18-2157 (the "Act"), McCook created the Community Development Agency of the City of McCook ("CDA"), which has administered the Redevelopment Plan for the City. The Redevelopment Plan describes Redevelopment Area #3 (the "Redevelopment Area"), which includes the Project Site, which is legally described on the attached Exhibit "A", which is incorporated herein by this reference (the "Project Site").



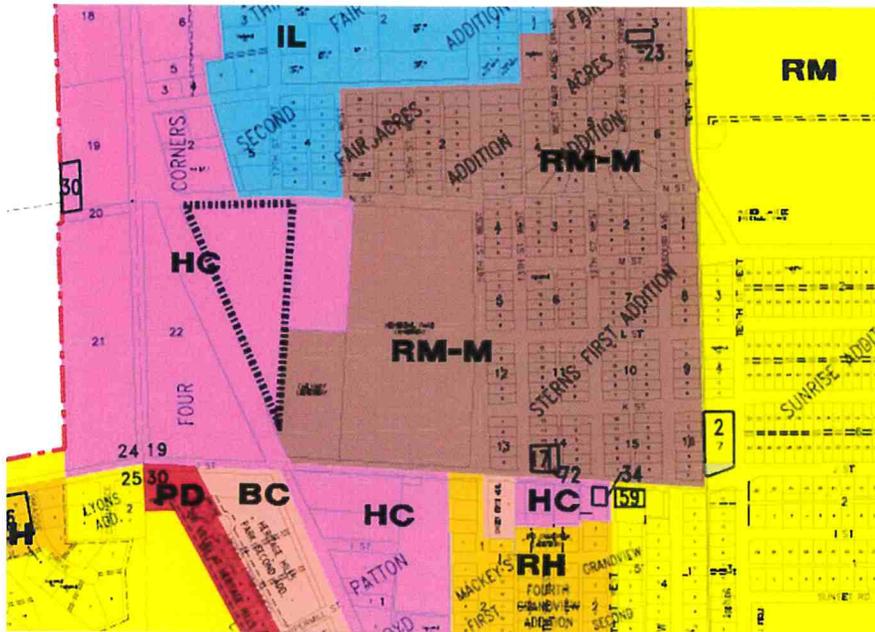
The purpose of this Plan Amendment is to identify a specific region in the Redevelopment Area that is in need of redevelopment and a specific redevelopment project to cause the removal of blight and substandard conditions.

The Project Site

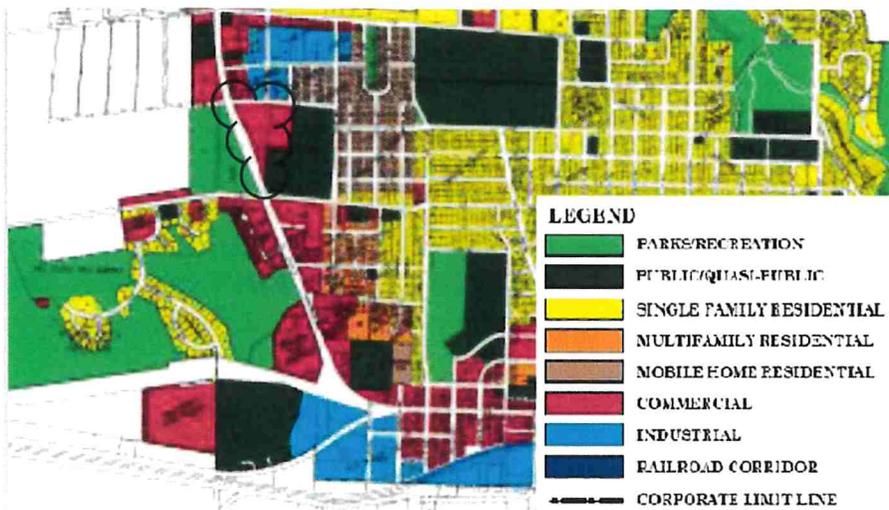
The Project Site is generally located east of North Highway 83 and South of West N Street in McCook, Nebraska, as depicted below:



The Project Site is located in the Redevelopment Area that was declared blighted and substandard by the City in 2013 pursuant to a Blight and Substandard Study prepared by Hanna:Keelan Associates, P.C. The Project Site consists of approximately 7.09 acres of property within the corporate limits of the City. There is an approximately 744 square foot commercial utility building located on the Project Site that was built in 1965 and must be torn down. The Project Site is located within the Highway Commercial (HC) Zoning District. Automobile dealerships, car lots, and service centers are permitted uses in the HC District.



The Project Site has been identified in the Future Land Use Map of the Comprehensive Plan (defined below) as a target area for commercial development.



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

The Redevelopment Project

W.A.G.S. Properties, LLC, a Nebraska limited liability company (“Redeveloper”) currently owns the Project Site. Pending approval of this Plan Amendment, Redeveloper intends to construct an approximately 41,800 square foot automotive dealership building and related improvements (“Project”). Redeveloper’s business has outgrown its current location and needs additional space to serve the automobile sales and service market in the City of McCook.

Redeveloper shall construct and install all the public and private improvements for the Project. The Project Site does not have sufficient public infrastructure and will require a substantial amount of preliminary site work to support the development. Redeveloper will be required to demolish the existing structure on the property, undertake significant grading and earthwork, construct public utility infrastructure improvements including but not limited to extension of water and sewer lines and installation of new fire hydrants, construct storm sewer improvements, as well as other costs for additional TIF eligible expenditures. Redeveloper does not have sufficient funds to pay for the necessary public infrastructure improvements. Redeveloper desires to utilize the tax increment generated by the private improvements constructed on the Project Site to repay the costs of installing the public improvements and associated expenses.

Construction on the public improvements is anticipated to commence as soon as the Project is approved, with a target of in summer 2025, and be completed in summer of 2026, depending on contractor scheduling and Redeveloper’s ability to obtain initial financing.

The preliminary estimated total cost of the Project is \$12,000,000. The total cost includes more than \$1,500,000 of estimated TIF-eligible public costs needed to develop the Project Site and support the private improvements. The breakdown of preliminary estimated TIF-eligible costs is set forth below:

Demolition	\$41,000
Site Development	\$400,000
Storm Sewer	\$153,122

Water and Sewer	\$127,040
<u>Architect and Engineering</u>	<u>\$833,100</u>
total	\$1,513,262

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

Without TIF, construction of the improvements and renovations on the Project Site would be cost prohibitive and the Redeveloper could not complete the Project.

Tax Increment Financing

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

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

The Project will support approximately \$1,010,400 in TIF Indebtedness based upon the projected base value of \$285,827, an anticipated completed valuation of \$6,897,000, and a 7.0% interest rate for the TIF Note. The TIF-eligible uses identified by the Redeveloper, together with the CDA administration fee and costs of issuance, which are additional TIF-eligible uses that Redeveloper shall be required to pay, exceed the anticipated TIF amount of \$1,010,400. The projected TIF Uses

and Sources are set forth in more detail on the attached and incorporated Exhibit “B”. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction.

The first year that the tax increment is anticipated to be captured will be either 2026 or 2027, depending on the construction schedule and any partial valuation in 2026 during construction. The real property ad valorem taxes on the base valuation will continue to be paid to the appropriate taxing jurisdictions. The increase will come from construction of the private improvements on the Project Site for the Project. The costs of the eligible improvements are estimates, and more detail shall be set forth in the Redevelopment Agreement for the Project.

Statutory Elements

A. Property Acquisition, Demolition and Disposal

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

B. Population Density

The proposed development of the Project Site is the construction of a commercial business. As such, the Project will not materially increase the population density in the Redevelopment Area.

C. Land Coverage

The Project shall include the construction of an approximately 41,800 square foot automotive dealership building on a 7.09-acre parcel. The Project will comply with all land coverage requirements in the City of McCook.

D. Traffic Flow, Street Layouts, and Street Grades

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

E. Parking

The project will include a parking lot that will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located within the corporate boundaries of the City of McCook in the Highway Commercial (HC) Zoning District. Automobile dealerships, car lots, and service centers are permitted uses in the HC District. No additional zoning, building code, or ordinance changes should be necessary for the Project, but Redeveloper shall be responsible for any further zoning changes that are necessary.

Comprehensive Plan

The McCook, Nebraska Comprehensive Plan 2013-2023 was prepared by Hanna:Keelan Associates, P.C. and adopted as the comprehensive plan for the City (the "Comprehensive Plan"). The City is currently in the process of update the Comprehensive Plan or adopting a new comprehensive plan, but that process has not been completed yet and the Comprehensive Plan is still operative. The Project conforms to the Comprehensive Plan. Of particular note are the community goals and action steps identified in Section 2 of the Comprehensive Plan, including:

- The location of future automotive-oriented commercial uses are recommended along the Highway 6/34 and 83 Corridors.
- Create up to 200 new jobs in McCook by 2023. This should be achieved by expanding existing and adding commercial businesses and industrial companies.
- Focus efforts of diversified businesses and employment opportunities to expand existing and attract new companies. Expand the availability of retail commerce development sites and available storefronts for rent or purchase to attract non-local businesses. Maintain and improve both public and private services, businesses and industries in McCook, in an effort to increase and diversify employment opportunities.

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

- The existing economic conditions in McCook are growing at this time and have the potential for increased activities. The City has recognized the need to continue to diversify its economic base, relying less on agriculture and traditional heavy industry and focusing more on retail and highway commercial and service-oriented businesses, along with additional light manufacturing industries.
- The Highway 83 Corridor is an ideal location for future development for highway commercial oriented businesses
- McCook needs to continue to pursue the service, commercial and industrial businesses needed to serve both the Community and Red Willow County.
- The retention and expansion of existing businesses should have equal priority to that of new developments.
- McCook must also create job opportunities by helping existing businesses in the City to expand their markets and compete more successfully.

The Comprehensive Plan supports the use of TIF:

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

Cost-Benefit Analysis

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

Additional Project Information from the Redeveloper

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

EXHIBIT "A"
Legal Description of the Project Site

The Project Site is legally described as follows:

Part of Block 1, Four Corners Addition, City of McCook, Red Willow County, Nebraska (7.09 acres) Parcel ID: 1080000.

EXHIBIT "B"
Projected TIF Sources and Uses

TIF SOURCES: TIF authorized up to the amount of \$1,010,400, based upon the anticipated cost of the eligible TIF uses described below.

Assumptions:

Tax Levy:	1.678752
Project Site Base Value	\$ 285,862
Interest Rate	7.0%

TIF Calculation:

	Value	Taxes
Base Year	\$285,862	\$4,799
Completed	\$6,897,000	\$115,784
Increment	\$6,611,138	\$110,985

Annual TIF	\$110,985
Less 1% assessor's fee	\$109,875
Total TIF	\$1,648,121
Present Value	\$1,010,411
TIF Amount	\$1,010,400

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

CDA Admin Fee	\$10,000
Demolition	\$41,000
Site Development	\$400,000
Storm Sewer	\$153,122
Water and Sewer	\$127,040
Architect and Engineering	\$833,100
total	\$1,564,262

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

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

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

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

a.	Estimated Base Project Area Valuation:	\$285,862
b.	Max. Projected Completed Project Assessed Valuation:	\$6,897,000
c.	Projected Tax Increment Base (b. minus a.):	\$6,611,138
d.	Estimated Tax Levy:	1.678752
e.	Annual Projected Tax Shift:	\$110,985

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

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

a. Public infrastructure improvements and impacts:

No substantial adverse effects are anticipated on the public infrastructure and community public service needs. The Redeveloper anticipates expenditures of approximately \$12,000,000 for the Project, and approximately \$1,010,400 in eligible public improvements. The public improvements include the construction of water, were, and sanitary sewer improvements necessary for the development of the Project Site. The Project improvements will have a material beneficial impact on the City,

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

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

The redevelopment of the Project Site will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the redevelopment of the Project Site, the Project should generate immediate tax growth for the City. The Project will include an amount of personal property that will be on the property tax rolls upon its acquisition and installation. Additionally, the City should realize revenue from sales tax paid by customers of the automotive dealership operated on the Project Site. The Project will also materially contribute to municipal revenues through excise taxes, fees, licenses, and other taxes that occur and are paid in the course of the normal operation of a business. The Project also will require and pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

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

The Project is not anticipated to have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Area. The Project will increase automotive sales and services offered to the community, and retain such sales and services in the community, which should have a positive impact throughout the Project Site and Redevelopment Area, and benefit other businesses already located in the City. Redeveloper needs to expand the existing automotive dealership in the community and this Project will assist with the necessary expansion and upgrades to keep the dealership located in the community and viable in the current marketplace.

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

The Project is not anticipated to impose a burden or have a negative impact on other local area employers. In addition to the general benefits of the Project enhancements already mentioned, the eligible improvements for this Project shall enhance the aesthetics and decrease the blighted and substandard conditions of the Redevelopment Area, all of which will benefit all employers in the area. The Project should increase the need for services and products from existing businesses. The Redeveloper is the franchised dealer for Ford Motor Company, General Motors, and Toyota with a current location in McCook, so there is no anticipated negative impact on the automotive industry in the City.

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

It is not anticipated that the Project will have a material adverse impact on the student populations of the school district within the City. While there school district may see a small increase in student population associated with the new employees hired by the Redeveloper, the overall impact on the school district is anticipated to be minimal.

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

The project is not economically feasible as designed without tax increment financing. Redeveloper does not have the capacity to pay for the public improvements without the use of TIF. The site development and construction of the public infrastructure would not occur in the Redevelopment Area without TIF. The Project will include significant aesthetic improvements to the Highway commercial area, which will create a more appealing and inviting character to the Redevelopment Area and the City. These aesthetic enhancements and increased business traffic along the highway should substantially benefit the public and the City.

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

7. Summary of Findings:

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

McCook Planning Commission
June 9, 2025
5:15 P.M. Central

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

Present: Chair Chad Lyons; Vice Chair Tammie Hilker; Commissioners Camy Bradley, Bruce McDowell, Jamie Mockry, Jesse Stevens, Kurt Vosburg.

Absent: Commissioners Matt Davidson, Ron Friehe, Bobby Gaulke.

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 June 5, 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. Open Meetings Act Announcement.

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 May 12, 2025 regular Planning Commission meeting.

Motion to approve the minutes of the May 12, 2025 regular Planning Commission meeting. This motion, made by Lyons and seconded by Vosburg, passed.

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

2. Public Hearings and Regular Agenda.

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

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

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

EXHIBIT - #6

PAGE(S) - 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the June 9, 2025 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages); Exhibit #5 - Proposed Resolution No. PC2025-01 (2 pages); and Exhibit #6 - Proposed Redevelopment Plan for the Wagner Auto Redevelopment Project (13 pages).

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

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

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

2.B Approve Resolution No. PC 2025-01 making a recommendation to the Community Development Agency and the City Council of the City of McCook, Nebraska, with respect to the Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Wagner Auto Redevelopment Project.

Motion to approve Resolution No. PC 2025-01 making a recommendation to the Community Development Agency and the City Council of the City of McCook, Nebraska, with respect to the Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Wagner Auto Redevelopment Project. This motion, made by Lyons and seconded by Hilker, passed.

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

2.C. Review and discuss Articles 4 and 5 of the proposed City of McCook Zoning Regulations.

Discussion was held regarding Articles 4 and 5 of the proposed City of McCook Zoning Regulations.

Chapters regarding residential zoning areas will be reviewed at the July 14 meeting.

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 6:59 P.M.

Lea Ann Doak, City Clerk-Treasurer
Recording Secretary

CITY MANAGER'S REPORT

JUNE 16, 2025 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING

2.B.3

ITEM NO. ___ Approve Resolution No. CDA 2025- 11 recommending approval of an Amendment to the Redevelopment Plan for the City of McCook, Nebraska, including the Wagner Auto Redevelopment Project.

BACKGROUND:

Pursuant to Nebraska's Community Development Law, W.A.G.S Properties, LLC has prepared a Redevelopment Plan to assist with the financing of a commercial construction project in Redevelopment Area #3. The project would use TIF to fund eligible expenses associated with the construction of a automotive dealership building and related improvements. Per Neb. Rev. Stat. 18-2113(2) of the Act, the McCook CDA is required to conduct a cost benefit analysis for a redevelopment project. The cost benefit analysis is included in the proposed Redevelopment Plan. The McCook CDA must find that the project would not occur in the Redevelopment Area and could not be financed or constructed but for the use of TIF.

APPROVALS:

Nathan A. Schneider (Tel)

June 11, 2025

Nathan A. Schneider, City Manager

Lea Ann Doak

June 11, 2025

Lea Ann Doak, City Clerk

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

RESOLUTION NO. CDA 2025-01

(Redevelopment Plan Amendment –Wagner Auto Redevelopment Project)

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

RECITALS

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

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

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

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

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

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

2. The Redevelopment Plan Amendment will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations or conditions of blight, in the City of McCook.

3. The Redevelopment Plan Amendment is in conformance with the Act.

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

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

IN WITNESS WHEREOF, the CDA hereby passes and adopts this Resolution as of this 16th day of June, 2025.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
MCCOOK, NEBRASKA

Chairman

ATTEST:

Secretary

EXHIBIT "A"
Redevelopment Plan Amendment

[Attached]

Exhibit "A"

**CITY MANAGER'S REPORT
JUNE 16, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. ^{2.C} Approve Resolution No. 2025-12 approving an Amendment to the Redevelopment Plan for the City of McCook, Nebraska, including the Wagner Auto Redevelopment Project.

BACKGROUND:

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

APPROVALS:

Nate Schneider

June 11, 2025

Nathan A. Schneider, City Manager

Lea Ann Doak

June 11, 2025

Lea Ann Doak, City Clerk

CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. 2025-12

(Redevelopment Plan Amendment –Wagner Auto Redevelopment Project)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, APPROVING AN AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE CITY OF MCCOOK, NEBRASKA, INCLUDING THE WAGNER AUTO REDEVELOPMENT PROJECT.

RECITALS

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

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

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

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

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

F. On June 16, 2025, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

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

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

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

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

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

Dated this 16th day of June, 2025.

CITY OF MCCOOK, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

CITY MANAGER'S REPORT

JUNE 16, 2025 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING

ITEM NO 2.D. Approve Resolution No. CDA 2025-~~02~~ authorizing and approving a Redevelopment Agreement including the use of Tax Increment Financing for the Wagner Auto Redevelopment Project.

BACKGROUND:

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

The proposed Wagner Auto Redevelopment Agreement contemplates that the CDA will capture the tax increment from the improvements made to the project site. The capture period will not exceed 15 years. The CDA will issue TIF indebtedness in an amount not to exceed \$1,010,400. The TIF indebtedness will be issued as a promissory note with W.A.G.S. Properties, LLC listed as the registered holder of the note. W.A.G.S. Properties, LLC will purchase the debt. The TIF indebtedness will be secured by a pledge of the tax increment for a period of 15 years or potentially earlier, if the debt is repaid sooner than 15 years. The issued debt will not be a general obligation of the City of McCook. If the Tax Increment falls short of anticipated receipts, the developer will be responsible to make up the shortfall.

The Redevelopment Agreement reaffirms the project would not occur but for the use of TIF. The Agreement contains a provision that requires the developer to provide the CDA with sufficient evidence to establish the developer has the necessary funds to carry out the proposed project. The information will provide assurance that the developer has the means to undertake the project. The submission of the financial information is a condition precedent to the requirement the CDA proceed with its obligations.

The developer anticipates the project will be completed on or before December 31, 2026. The developer will be required to report its progress to the CDA. The developer will be required to execute a Certificate of Completion after concluding the work to the site. The Certificate of Completion will serve as a conclusive determination of satisfaction of the agreement on the part of the developer. Unique to this project is a grant of license for the use of the parking lot for public purposes.

During the term of the Agreement, the developer is not allowed to protest the property valuation in a sum less than \$6,897,000. This is to insure the tax increment is funded at the anticipated amount. Further, while the Redevelopment Agreement is active, the developer cannot convey the project site or structures to any entity which would be exempt from paying real estate taxes. CDA approval will be necessary for an assignment to potential future owners. As mentioned, if the anticipated valuation is less than \$6,897,000, the developer is responsible for the shortfall in the tax increment generated by the project. The developer will be responsible to assure no liens are allowed against the property except for those spelled out in Section 5.02.

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

APPROVALS:

June 11, 2025

Nathan A. Schneider, City Manager

June 11, 2025

Lea Ann Doak, City Clerk

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

RESOLUTION NO. CDA 2025-02

(Redevelopment Agreement–Wagner Auto Redevelopment Project)

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

RECITALS

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

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

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

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

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

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

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

Dated this 16th day of June, 2025.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
MCCOOK, NEBRASKA

Chairman

ATTEST:

Secretary

EXHIBIT "A"
Redevelopment Agreement

[Attached]

Exhibit "A"

**REDEVELOPMENT AGREEMENT
(WAGNER AUTO REDEVELOPMENT PROJECT)**

This Redevelopment Agreement is made and entered into as of the ____ day of _____, 2025, by and between the Community Development Agency of the City of McCook, Nebraska (“CDA”) and W.A.G.S. Properties, LLC, a Nebraska limited liability company (“Redeveloper”).

RECITALS

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

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

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

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

E. The Redeveloper’s proposed Project will consist of the construction of a commercial building for an automotive dealership business, together with all associated infrastructure improvements on the Project Site, as more particularly described on the attached and incorporated Exhibit “A”.

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

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

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

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such

definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

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

B. "Anticipated Tax Increment" means the Anticipated Tax Increment for this Project as set forth on the attached Exhibit "B".

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

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

E. "Effective Date" has the definition set forth in Section 3.01 of this Agreement.

F. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper for Public Improvements and other items eligible for reimbursement under the Act.

G. "Minimum Project Valuation" means the amount of Six Million Eight Hundred Ninety-Seven Thousand and No/100 Dollars (\$6,897,000.00).

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

I. "Project" means the Project Site and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A".

J. "Project Completion Date" means December 31, 2026.

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

L. "Public Improvements" shall include all the public improvements more particularly described on Exhibit "A" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

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

N. "Redeveloper" means W.A.G.S. Properties, LLC, a Nebraska limited liability company.

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

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

Q. "Tax Increment" means in accordance with NEB. REV. STAT. § 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Red Willow County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

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

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing Community Development Agency under the Act.

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

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

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

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company with the power and capacity to enter into this Redevelopment Agreement and perform all obligations contained herein.

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

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

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

(e) Pursuant to NEB. REV. STAT. § 18-2119, Redeveloper certifies to the CDA that Redeveloper does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the ImagiNE Act.

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

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

ARTICLE III OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing for the tax year of the Effective Date and continuing thereafter, the CDA shall capture the Tax Increment from the Private Improvements pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA.

The effective date for the Project shall be January 1, 2027 (the “Effective Date”) and the CDA shall file the “Notice to Divide Taxes” with the Red Willow County Assessor on or prior to July 1, 2026. Provided, however, Redeveloper shall have the option and right to establish January 1, 2026 as the Effective Date by providing written notice of such election to the CDA no later than June 1, 2026, in which case the CDA shall file the “Notice to Divide Taxes” with the Red Willow County Assessor on or prior to July 1, 2026.

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CDA shall incur or issue TIF Indebtedness in an amount not to exceed One Million Ten Thousand Four Hundred and No/100 Dollars (\$1,010,400.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be issued by the CDA to Redeveloper in a TIF Promissory Note in the form attached hereto as Exhibit "E" ("Note"). The TIF Indebtedness shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall only be secured by a pledge or assignment of the Tax Increment from the CDA, and any other security for the TIF Indebtedness as required by any lender shall be provided by Redeveloper. The issuance of the TIF Indebtedness may be accomplished by offset so that the Redeveloper retains the TIF Revenues and no bankable currency is exchanged at closing of the TIF Indebtedness and issuance of the Note, except as otherwise provided herein. If the TIF Indebtedness is not paid in full by the maturity date set forth on Exhibit "B", all unpaid amounts shall be forgiven.

Section 3.03 Use of TIF Indebtedness.

The CDA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. In addition, at or prior to the issuance of the Note, Redeveloper shall pay to the CDA an amount equal to the CDA's reasonable and necessary cost of issuance, including attorney fees and a CDA administration fee in the amount of \$10,000.00. The cost of issuance and CDA fees shall be paid prior to the issuance of the Note. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

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

Section 3.05 Projected TIF Sources and Uses.

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

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Evidence of Financial Ability.

Upon written request from the CDA to Redeveloper, Redeveloper shall provide to the CDA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with construction of the Public Improvements and the Private Improvements. To the extent allowed by law, the CDA agrees to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use in constructing the Private Improvements; and shall state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the Private Improvements. Such information shall be provided in a form satisfactory to the CDA, and evidence of loan commitments shall include all of the documents evidencing the loan commitment, acceptance by Redeveloper, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Submittal of such financial information in a form satisfactory to the CDA shall be a condition precedent to the requirement of the CDA to proceed with its obligations under this Redevelopment Agreement.

Section 4.02 Construction of Project; Insurance.

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

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

be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.03 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs in the form of the certification attached hereto as Exhibit "G" ("Eligible Project Costs Certification"), after expenditure of such project costs. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Redevelopment Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper. All Eligible Project Costs shall be submitted to the CDA within thirty (30) days of the earlier of: (1) the date construction is actually completed for the Project or (2) the Project Completion Date.

The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. In the event that the certified Eligible Project Costs for the Project are less than the TIF Indebtedness, the CDA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CDA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification. If the CDA requests, Redeveloper shall, from time to time, furnish the CDA with satisfactory evidence as to the use and application of the Tax Increment.

Section 4.04 No Discrimination.

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

Section 4.05 Pay Real Estate Taxes.

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

(b) Redeveloper acknowledges and understands that if the actual amount of Tax Increment is less than the anticipated amount of Tax Increment, the CDA shall not be liable for any shortfall or deficiency. If Redeveloper funds the Note, Redeveloper agrees to forgive any shortfall in repayment of the TIF Indebtedness. If a lender or third party other than Redeveloper funds the Note, Redeveloper shall make semi-annual payments in lieu of taxes (“Deficiency Payments”) to said lender or third party in the amount the Anticipated Tax Increment exceeds the actual Tax Increment. Said Deficiency Payments shall be made within thirty (30) days of written notice from the lender and/or CDA.

Section 4.06 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the fifteen (15) year period commencing on the Effective Date without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyance, which shall be permitted without consent of the CDA: (i) any conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site (whether incurred prior to or after the effective date of this Redevelopment Agreement) with the outstanding principal amount of all such indebtedness secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement; or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

ARTICLE V
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements

and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

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

Section 5.03 Mortgage Financing.

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

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

(c) Mortgagee's Option to Cure Defaults. If thirty (30) days after notice or demand with respect to any breach or default, such breach or default remains uncured, each holder shall (and every mortgage instrument made prior to acceptance by the CDA of the Certificate of Completion with respect to any of the Private Improvements or the Public Improvements by Redeveloper or its successors in interest shall so provide) have the right, at its option, to cure or remedy such breach or default within sixty (60) days after notice or demand, and to add the cost

thereof to the mortgage debt and the lien of its mortgage. If the mortgage holder commences efforts to cure the default within such period and the default cannot, in the exercise of due diligence, be cured within such period, the holder shall have the right to diligently continue to cure the default.

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

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

ARTICLE VI DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 Default.

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

Section 6.02 Remedies.

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

Section 6.03 Limitation of Liability; Indemnification.

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

that may be occasioned by any cause whatsoever pertaining to the Private Improvements.

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

ARTICLE VII MISCELLANEOUS

Section 7.01 Memorandum.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 No Agency or Partnership.

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

involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

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

[SIGNATURE PAGE TO FOLLOW]

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

CDA:
COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____ By: _____
_____, Secretary _____, Chairman

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____ and _____, Chairman and Secretary respectively of the Community Development Agency of the City of McCook, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

REDEVELOPER:
W.A.G.S. PROPERTIES, LLC, a
Nebraska limited liability

By: _____
Chris Wagner, Manager

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Chris Wagner, Manager of W.A.G.S. Properties, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

EXHIBIT "A"
DESCRIPTION OF PROJECT

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

Part of Block 1, Four Corners Addition, City of McCook, Red Willow County, Nebraska (7.09 acres) Parcel ID: 1080000.

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

- (a) **Private Improvements.** The construction of a commercial building for automotive dealership business on the Project Site, together with all associated improvements.

- (b) **Public Improvements.** Grading, demolition, site preparation, public utility improvements, along with other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

EXHIBIT "B"
TIF INDEBTEDNESS

1. Projected Base Value: \$285,862
2. Projected Minimum Final Value: \$6,897,000
3. Projected Incremental Valuation: \$6,611,138
4. Assumed Tax Levy: 1.678752
5. Anticipated Tax Increment: \$110,985 annually
6. Assumed Interest Rate: 7.0%
7. Maximum TIF Indebtedness: \$1,010,400

- a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$1,010,400, which is the maximum amount, together with interest accruing thereon, which can be amortized by December 31, 2042, solely from the Tax Increment Revenues based upon the Anticipated Tax Increment.
- b. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year 2027, unless otherwise determined pursuant to Section 3.01 of the Redevelopment Agreement. The CDA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CDA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CDA has no obligation to make any payments other than the actual Tax Increment received from the Project.
- c. **Maturity Date.** On or before December 31, 2042.
- d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date of January 1, 2027 (2027 taxes paid in 2028) and terminating on December 31, 2042 (2041 taxes due on December 31, 2041, but paid in 2042). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

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

Note: If Redeveloper establishes the Effective Date to be January 1, 2026 pursuant to Section 3.01 of this Redevelopment Agreement, the dates relating to the 15 year TIF Period set forth herein shall be automatically revised and corrected such that the Maturity Date shall be December 31, 2041 and the TIF Period shall commence on January 1, 2026 (2026 taxes paid in 2027) and terminate on December 31, 2041 (2040 taxes due on December 31, 2040, but paid in 2041).

EXHIBIT "C"
PROJECTED TIF SOURCES AND USES

TIF SOURCES: TIF authorized up to the amount of \$1,010,400, based upon the anticipated cost of the eligible TIF uses described below.

Assumptions:

Tax Levy:	1.678752
Project Site Base Value	\$ 285,862
Interest Rate	7.0%

TIF Calculation:

	Value	Taxes
Base Year	\$285,862	\$4,799
Completed	\$6,897,000	\$115,784
Increment	\$6,611,138	\$110,985

Annual TIF	\$110,985
Less 1% assessor's fee	\$109,875
Total TIF	\$1,648,121
Present Value	\$1,010,411
TIF Amount	\$1,010,400

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

CDA Admin Fee	\$10,000
Demolition	\$41,000
Site Development	\$400,000
Storm Sewer	\$153,122
Water and Sewer	\$127,040
Architect and Engineering	\$833,100
<hr/> total	<hr/> \$1,564,262

EXHIBIT "D"
REDEVELOPMENT AGREEMENT
MEMORANDUM

[On the following page]

After recording please return to:

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

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(Wagner Auto Redevelopment Project)**

This Memorandum of Redevelopment Agreement ("Memorandum") is made this ___ day of _____, 2025 by and between the Community Development Agency of the City of McCook, Nebraska ("CDA") and W.A.G.S. Properties, LLC, a Nebraska limited liability company ("Redeveloper").

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

Part of Block 1, Four Corners Addition, City of McCook, Red Willow County, Nebraska (7.09 acres).

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by Redeveloper on the Project Site for a period not to exceed fifteen (15) years after the Effective Date set forth in the Redevelopment Agreement. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

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

[SIGNATURE PAGE TO FOLLOW]

CDA:

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____ By: _____
_____, Secretary _____, Chairman

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____ and _____, Chairman and Secretary respectively of the Community Development Agency of the City of McCook, Nebraska, a public body corporate and politic, on behalf of the Authority.

Notary Public

REDEVELOPER:
W.A.G.S. PROPERTIES, LLC, a
Nebraska limited liability

By: _____
Chris Wagner, Manager

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Chris Wagner, Manager of W.A.G.S. Properties, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

EXHIBIT "E"
FORM OF TIF PROMISSORY NOTE

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

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

REDEVELOPMENT REVENUE NOTE
(WAGNER AUTO REDEVELOPMENT PROJECT)

Maturity Date	Interest Rate	Original Issuance Date
December 31, 2042	7.0%	

Registered Holder	Principal Amount
W.A.G.S. Properties, LLC	\$1,010,400.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Accrual Commencement Date (as defined herein) or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2028, December 15, 2028, and each June 15 and December 15 thereafter through December 15, 2042, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest of this Note

is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts. No interest shall accrue until the later of: (1) the date the taxes are due for the year of the Effective Date identified in the Redevelopment Agreement (which is December 31st of the year of the Effective Date); or (2) the date that the Redeveloper has submitted and the CDA has accepted the Cost Certification for the eligible costs for the Project (the "Accrual Commencement Date").

This Note is designated the Community Development Agency of the City of McCook, Nebraska Redevelopment Revenue Note (Wagner Auto Redevelopment Project), aggregating One Million Ten Thousand Four Hundred and No/100 Dollars (\$1,010,400.00) ("Note") in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and NEB. REV. STAT. §§ 18-2101 through 18-2157, as amended and supplemented (the "Act") and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and W.A.G.S. Properties, LLC, for the Wagner Auto Redevelopment Project (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying this Note.

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

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

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of McCook, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

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

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

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

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

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

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____ By: _____
_____, Secretary _____, Chairman

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of McCook as
Paying Agent and Registrar

By: _____
Authorized Signatory

EXHIBIT "F"
FORM OF CERTIFICATE OF COMPLETION
(Wagner Auto Redevelopment Project)

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

Part of Block 1, Four Corners Addition, City of McCook, Red Willow County, Nebraska (7.09 acres) Parcel ID: 1080000.

that the Private Improvements and Public Improvements required to be constructed by Redeveloper upon the above-described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated _____, 2025, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. _____ in the office of the Register of Deeds for Red Willow County, Nebraska.

REDEVELOPER:

W.A.G.S. PROPERTIES, LLC, a
Nebraska limited liability

By: _____
Chris Wagner, Manager

CDA:

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____
_____, Secretary

By: _____
_____, Chairman

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

Date: _____

W.A.G.S. Properties, LLC ("Redeveloper"), hereby certifies that she has incurred and paid the Eligible Costs indicated herein, pursuant to the terms of the Redevelopment Agreement between Redeveloper and the Community Development Agency of the City of McCook. The portion of the Project as indicated herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<u>Total certified TIF eligible costs:</u>	<u>\$ _____ *</u>

***Principal Amount of TIF Indebtedness shall not exceed \$1,010,400.**

REDEVELOPER:
W.A.G.S. PROPERTIES, LLC, a
Nebraska limited liability

By: _____
Chris Wagner, Manager

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CDA:

_____, Chairman

**CITY MANAGER'S REPORT
JUNE 16, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 2.E. Approve Resolution No. 2025- 13 approving the Redevelopment Agreement for the Wagner Auto Redevelopment Project and authorize the Community Development Agency to enter into said Agreement.

BACKGROUND:

This item is required per the Nebraska Community Development Act. After the CDA approves a Resolution approving the Redevelopment Agreement between the City of McCook/CDA and W.A.G.S. Properties, LLC, the City Council must also approve a resolution approving the Redevelopment Agreement.

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

APPROVALS:

Nate Schneider

June 11, 2025

Nathan A. Schneider, City Manager

Lea Ann Doak

June 11, 2025

Lea Ann Doak, City Clerk

CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. 2025-13

(Redevelopment Agreement–Wagner Auto Redevelopment Project)

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

RECITALS

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

B. The Redevelopment Plan includes a specific redevelopment project identified as the Wagner Auto Redevelopment Project that will include the use of Tax Increment Financing (the “Project”).

C. On June 16, 2025, the CDA approved the Redevelopment Agreement for the Project.

D. The City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of McCook as a whole, as set forth in the City of McCook Comprehensive Plan, as amended, and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of McCook, Nebraska, that the Redevelopment Agreement between the Community Development Agency of the City of McCook, Nebraska and W.A.G.S. Properties, LLC, a Nebraska limited liability company, which is on file with the City Clerk and available for public inspection, is hereby approved.

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

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

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

Dated this 16th day of June, 2025.

CITY OF MCCOOK, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

**CITY MANAGER'S REPORT
JUNE 16, 2025 CITY COUNCIL MEETING**

ITEM: **3.A.**

Approve the minutes of the June 2, 2025 regular Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 12, 2025

McCook City Council
June 2, 2025
5:30 P.M. Central

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:30 o'clock P.M. in the City Council Chambers. Present: Mayor Linda Taylor, Councilmembers Jerry Calvin, Gene Weedin, Jared Muehlenkamp.

Absent: Councilmember Darcy Rambali.

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

Calvin: ABSENT, Taylor: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: 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, 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 May 29, 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.**

David Blau, Miller & Associates, and a representative from Van Kirk Brothers Constructing gave an update on the West 5th Street Water Distribution improvements project. The project was originally scheduled to be completed by June 16, it now appears the project will take an additional one to two weeks. They will present an update and hopefully a planned completion date at the June 16, 2025 council meeting.

City Manager Schneider informed the Council that a Planning Commission meeting is scheduled for this coming Monday, June 9, for consider of a TIF redevelopment project request and continued

discussion of the proposed updates to the zoning ordinance. Mr. Schneider also thanked city staff for their extra efforts for a successful opening of the swimming pool.

2. **Consent Agenda.**

Councilmember Weedin requested that Item G be removed from the Consent Agenda and placed on the Regular Agenda.

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

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

- 2.A. Approve the minutes of the May 19, 2025 regular City Council meeting.
- 2.B. Approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show, including the bandshell and electricity, on September 20, 2025; for the closing of the north-bound lane of Norris Avenue from "G" Street to "H" Street and the 100 block of East "G" Street beginning at 1:00 P.M. on Friday, September 19, 2025 until Saturday, September 20, 2025 at 8:00 P.M., the 700 and 800 blocks of East 1st, the 100 and 200 blocks of East "H" Street from 5:00 A.M. to 8:00 P.M. on September 20, 2025, the 100 block of West "G" street from 5:00 A.M. on Saturday, September 20, 2025 until after the parade; to close Norris Avenue from East "D" Street to East "E" Street on September 20, 2025 between 3:00 P.M. and 10:00 P.M. for Oktober festivities; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 20, 2025; and to allow the use of the McCook City Library parking lot for additional parking.
- 2.C. Approve the McCook Area Chamber of Commerce request to close Norris Avenue between "B" Street and "D" Street; to close West "C" Street between Norris Avenue and West 1st Street; to close East "C" Street between Norris Avenue and East 1st Street on July 17, 2025 from 4:00 P.M. to 10:00 P.M. for the Third Thursday Family Fun on the Bricks event.
- 2.D. Authorize and approve the submission of a Robert Daugherty Foundation grant.
- 2.E. Approve FAA Contract No: 697DCM-25-L-00122 an On-Airport Memorandum of Agreement (MOA) with the Federal Aviation Administration at McCook Ben Nelson Regional airport and authorize the Mayor to sign.
- 2.F. Award the contract for the construction of a new Self Service Jet A and 100LL Fuel facility to Hackel Construction of Ord, Nebraska in the base bid amount of \$1,234,668.56, that being the lowest best bid, this award being subject to the approval and grant offer from the FAA.
- 2.H. Ratify the Mayor's appointments to the Health Board - reappoint Nate Schneider, Kevin Hodgson, Linda Taylor, Dr. Jason Blomstedt, and Mary Beth Eisenmenger - terms expired

June 2026 and to the Planning Commission - appoint Bobby Gaulke to replace Mark Currier as alternate - term expires March 2027.

- 2.I. Approve the application of the McCook Rotary Club for the temporary closure of City streets for the celebration of National Night Out around Norris Park, including the northbound lane of the 700 block Norris Avenue, the 700 block of East 1st Street; the 100 block of East "H" Street and the 100 block of East "G" Street from 6:00 P.M. till 8:00 P.M. on August 5, 2025.

3. **Regular Agenda.**

- 2.G. Approve the request from Tricia Wagner to block parking stalls on the east side of West 1st Street just north of West "C" Street from 12:00 P.M. to 3:00 P.M. on Saturday, June 28, 2025 for photo opportunities of the car show entries of the 9th Annual Cruisin' the Bricks Cruise Night and Car Show.

Motion to approve the request from Tricia Wagner to block parking stalls on the east side of West 1st Street just north of West "C" Street from 12:00 P.M. to 3:00 P.M. on Saturday, June 28, 2025 for photo opportunities of the car show entries of the 9th Annual Cruisin' the Bricks Cruise Night and Car Show. This motion, made by Weedin and seconded by Rambali, passed.

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

Tricia and Ashley Wagner were present to address the request. Councilmember Weedin thanked them for bringing this event to the community of McCook.

- 3.A. Approve the request from Ronda Graff, the Local Tour De Nebraska Committee, along with the Tour De Nebraska Staff to use Kelley Park and to suspend the park curfew to allow for camping beginning on Friday, June 27, 2025 through Sunday, June 29, 2025.

Ronda Graff was present to address this request.

Motion to approve the request from Ronda Graff, the Local Tour De Nebraska Committee, along with the Tour De Nebraska Staff to use Kelley Park and to suspend the park curfew to allow for camping beginning on Friday, June 27, 2025 through Sunday, June 29, 2025. This motion, made by Muehlenkamp and seconded by Rambali, passed.

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

- 3.B. Receive and put on file a renewed request from the McCook Chamber of Commerce for ACE funds to assist with the City of McCook's event promotions.

Chamber Director Sarah Schneider gave an update of ACE funds expended for the current fiscal year and renewed their request for \$6,000 in ACE funds for FY25/25.

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

City Manager Schneider gave an update of the sports complex project. Staff continues to work on grant applications, plans to sell the bond notes the first week of August for the horizontal build of the complex, and held meetings with Mammoth Construction and Miller and Associates regarding design of the complex and infrastructure.

3.D. Update regarding the McCook Ben Nelson Regional Airport.

City Manager Schneider and Public Works Director Potthoff gave an update on the operations at the McCook Ben Nelson Regional Airport.

3.E. Discussion regarding a potential ordinance establishing an occupation tax for mobile phones and amending the current occupation tax on all other telephone services to achieve occupation tax uniformity between land line and mobile phone services.

Discussion was held regarding a potential ordinance to establish an occupation tax for mobile phones and amending the current occupation tax on all other telephone services. It was the consensus of the council to have an ordinance prepared for their consideration at a future meeting.

3.F. Consider Ordinance No. 2025-3103 amending the City of McCook Code of Ordinances Chapter 90, entitled "Animals" in Title IV, "General Regulations", amending Section 90.01 - Running at Large Prohibited, and Section 90.99 - Penalty.

Mayor Taylor introduced Ordinance No. 2025-3103 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 IX - "GENERAL REGULATIONS", SECTION 90.01 - RUNNING AT LARGE PROHIBITED TO UPDATE THE PENALTY REFERENCE; AMENDING SECTION 90.99 OF THE MCCOOK MUNICIPAL CODE OF ORDINANCES TO ESTABLISH A PENALTY FOR VIOLATION OF SECTION 90.01; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Ordinance No. 2025-3103 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 Muehlenkamp and seconded by Weedin, passed.

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

Motion for final passage of Ordinance No. 2025-3103. This motion, made by Weedin and seconded by Muehlenkamp, passed.

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

Mayor Taylor stated for the record that Ordinance No. 2025-3103 is declared lawfully passed and

adopted upon publication as required by law.

3.G. Council Comments.

There were no council comments.

Adjournment.

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

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
JUNE 16, 2025 CITY COUNCIL MEETING**

ITEM: 3.B.

RECOMMENDATION:

Recommend to the Nebraska Liquor Control Commission approval of the Amendment Application for an addition to the Licensed Area submitted by A & N Restaurant, LLC, dba "Coppermill Restaurant & Lounge", 202 Coppermill Street, which holds License #I-103479.

BACKGROUND:

Upon notice from the Liquor Control Commission, this application is being presented to the Council for consideration. The Council may choose not to make a recommendation of approval or denial to the Commission. The amendment request will provide for the new addition to the structure to be included in the licensed area.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 11, 2025



Tera Koetter, Assistant City Manager

June 11, 2025



Nathan A. Schneider, City Manager

June 11, 2025

From: lcc.noreply@nebraska.gov
Sent: Thursday, May 22, 2025 11:19 AM
To: mccookclerks@cityofmccook.com
Subject: NLCC Review Required

Please save this email to provide your recommendation. To review the application documents [click here](#).

Review Type: Local Review

Job Type: Amendment Application
Job Number: 103479

License Type: Class I Beer, Wine, Spirits On Sale On ly
Secondary Licenses: N/A

Licensee: A & N RESTAURANT LLC
Premises Name: COPPERMILL RESTAURANT & LOUNGE
Premises Address: N Highway 83 & Coppermill St Mc Cook, NE 69001
Premises Type: Converted

CLERKS: For NEW APPLICATION jobs (not amendments) there are two key time frames to keep in mind:

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (Nebraska Revised Statute 53-134). You may choose NOT to make a recommendation of approval or denial to ou r Commission.

PER NEBRASKA REVISED STATUTE 53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

Thank you,
Nebraska Liquor Control Commission

This is an automated email message. Please do not reply to this email address.



Nebraska Liquor Control

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

Application Copy

File Number: 103479

AMENDMENT TYPE

Addition to Licensed Area

APPLICATION DATE RECEIVED

2025-05-20

PREMISES TYPE

Converted

PREMISES NAME

COPPERMILL RESTAURANT &
LOUNGE

OPERATOR

A & N RESTAURANT LLC

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

Coppermill Steakhouse & Lounge

MAILING ADDRESS

PO Box 386
MC COOK, NE 69001-0386
USA

CONTACT NAME

Adam Siegfried

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(308) 340-2400

ALTERNATE PHONE

FAX

EMAIL

adamsiegfried2013@gmail.com

PREMISES MANAGER

ADAM T SIEGFRIED

QUESTIONS

Class I Beer, Wine, Spirits On Sa

1. Current Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

112 ft long
62 ft wide

2. New Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

30 ft long
26 ft wide

3. What is being added, deleted or changed? Explain the type of addition/deletion/reconstruction, i.e. addition to the building, storage area being removed. *Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

We are adding an indoor area. So we can put buffet equipment in and start doing a buffet lunch 6 days a week. Out of the additional 30 ft by 26 ft addition only 14 ft or so will be used for additional seating. Adding 20 new seating options.

4. Is there an outdoor area?

*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

No

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

No

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

1 level

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

No

8. Would the premises to be licensed be within 300 feet of a college campus or university?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Description & Diagram	Coppermil New Addition.pdf	
Lease / Deed / Purchase Agreement	Coppermill - Deed (2010).pdf	

APPLICANT

Adam Siegfried

DECLARATION

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

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

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

LIQUOR APPLICATION REPORT

POLICE DEPARTMENT REPORT

DATE REQUESTED: June 2, 2025 DUE DATE: June 9, 2025

APPLICANT: A & N Restaurant, LLC

DBA: Coppermill Restaurant & LoungeFresh Foods

APPLICANT'S ADDRESS:

PHONE NUMBER (HOME): (BUSINESS):

PROPOSED LICENSE ADDRESS: 202 Coppermill Street, McCook

TYPE OF LICENSE: Class "I" - License
(Beer, Wine & Distilled Spirits, On Sale)

TYPE OF INVESTIGATION:

- | | |
|--|---|
| <input 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 | <input checked="" type="checkbox"/> Amendment - addition to licensed area |

TYPE OF BUSINESS:

- | | |
|--|---|
| <input type="checkbox"/> Hotel/Motel | <input checked="" 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 type="checkbox"/> Other - Grocery Store | |

TYPE OF OWNERSHIP: Corporation Partnership Individual
 Limited Liability Company (LLC)

Investigation Completed by: Det. GK #4

Date: 6-4-2025

PREMISE:

1. Type of Neighborhood: Commercial; () Industrial; () Residential.
2. Condition:
 - a) Traffic: Lot entrance is off Coppermill St & Coppermill Court. Parking lot
 - b) Parking: Concrete lot with stripes painted for parking stalls
3. Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Highway):
LOCAL
4. Street Width and Profile: 35 feet with curbs
5. Speed Limit: 25 mph
6. Average Daily Traffic Count: _____
7. Accident Report at Adjacent Intersections: 1 - Runza Parking lot in last year
No accidents @ intersection
8. Analysis of Traffic Effects: NONE expected - existing business
9. Ready for Operation: Yes () No
If no, estimated date: _____
10. Type of Food Service: () Microwave () Grill Kitchen
11. Number of Employees: Full-time 15-20 Part-time 5-10
12. Does premise comply with legal distance from churches, schools, etc.?
 Yes () No IF no, specify _____
13. The business has been inspected within the last three (3) months by the City's Building Inspector.
 Yes () No (IF yes, attach report) NO Report - Inspection passed on addition
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: 220
16. Estimated Number of Customers per Day: 50
17. Hours of Operation: MON - SAT 4:00 PM - 1:00 AM, Kitchen 5 PM - 10 PM

FINANCING:

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

MISCELLANEOUS:

25. Number of licenses and types within competitive distance: Pizza Hunt on site
~~Schmidt's~~ Fresh Foods
26. Is another person responsible for daily operation? () Yes (X) No
IF yes, who? _____
(Complete investigation of manager form.)

**CITY MANAGER'S REPORT
JUNE 16, 2025 CITY COUNCIL MEETING**

ITEM: 3.C.

Receive and file the claims for the month of May 2025 published June 10, 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.

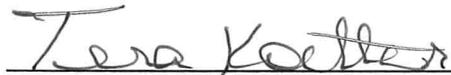
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 11, 2025



Tera Koetter, Assistant City Manager

June 11, 2025



Nathan A. Schneider, City Manager

June 11, 2025

CITY OF MCCOOK
CLAIMS FOR MAY 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 328.12; 911 CUSTOM, LLC-S 134.00; ACE-S 2127.48; AKRS-S 2753.26; ALLEY POYNER-SC 6120.00; ALMQUIST, MALTZAHN, GALLOWAY, AND LUTH-SC 1530.00; AMERICAN AG LAB-SC 2337.27; AMERICAN ELECTRIC-S 511.62; AMERITAS-CLAIMS-SC 5034.69; AMERITAS-DENTAL-SC 415.20; ANYTIME TRI-STATE TOWING-SC 440.00; AR REFUND-SC 300.00; ARNOLD MOTOR SUPPLY-S 216.34; ARROW CAR WASH-S 15.30; AT&T-S 446.16; AURORA COOP-S 9762.93; AVFUEL CORP-S 45284.96; BAIRD HOLM-SC 720.00; BLACK HILLS ENERGY-SC 3296.45, S 222.66; BLUE TO GOLD-S 325.00; BOMGAARS-S 624.80; BRIAN WELLS BLASTING-S 75.00; BSB CONST-CO 72384.62; BW TELECOM-SC 144.14; C&K-S 1235.32; S CALVERT-S 40.00; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 2460.75; CASH WA-S 10529.22; CDW-G-SC 1223.60; CENTRAL PLAINS LIBRARY-S 10.93; CENTRAL STATES WIRE-S 899.00; CENTURY LINK-SC 964.67; CITY OF MCCOOK-PS 458639.72; CITY SELF INS-BT 176559.66; SALES TAX-BT 44995.88; TRANSFER STATION-S 4328.38; UTILITIES-SC 8199.43; CRAWFORD SUPPLY-S 94.00; CREATIVE LINES-S 43.20; CULLIGAN-S 52.50; D&S HARDWARE-S 1747.28; DAS ACCT-SC 1074.04, S 66.00; DIAMOND VOGEL-S 77.50; DULTMEIER SALES-S 230.44; EAKES-S 646.94; ELLERBROCK-NORRIS-SC 1250.00; ENVIRONMENTAL ANALYSIS-SC 597.38; FASTENAL-S 161.47; FICA-PS 23341.62; FRONTIER COMMUNICATIONS-SC 34.19; GALLS-S 282.99; GARRISON'S-S 1425.00; GARVER-SC 1708.61; GOOGLE SVCS-SC 487.40; GREAT PLAINS COMM-SC 3242.47, S 80.00; D. HARTWELL-SC 162.00; HENNING BROS-SC 59.00; HINKLE TERMITE & PEST-S 1134.00; HOA-S 875.00; HOMETOWN LEASING-SC 1047.42; HONORBOUND IT-S 300.00; HUTCHESON ENGINEERING-CO 1193.27; HYDROVAC SUPPLY-S 865.99, CO 920.20; IDEAL LINEN-S 41.07; IIA LIFTING SRVS-SC 2367.11; INDELCO-S 1437.62; ICC-SC 51.00; INT'L SOCIETY OF FIRE-SC 150.00; IOWA PUMP WORKS-S 8253.00, SC 768.63; IRON LOT-CO 6543.75, SC 560.00; J BAR J LANDFILL-SC 53885.26; JOHNSON CONTROLS-S 606.00; JOHNSTONE SUPPLY-S 144.72; JUSTICE DATA-CO 26100.00; K & C GRAIN-S 27204.25; KLUTE TRUCK-CO 5875.00; A KOTSCHWAR-SC 82.00; D. LANNIGAN-SC 164.00; LIBERTY CUSTOM SRVS-CO 10200.00; LIFE-ASSIST-S 671.88; LUMACURVE-S 1144.70; LYNN PEAVEY CO-S 51.66; MACQUEEN EQ-CO 6419.60; MAMMOTH SPORTS-CO 667074.55; MATEHSON-LINWELD-S 273.52; MC CONCRETE-S 505.25; MC GAZETTE-SC 1577.54; MC HUMANE SOCIETY-S 4573.17; MPPD-SC 1815.35; MPS-SC 900.00; MCNET -SC 109.90; C MCDONALD-SC 95.00; MCKESSON MEDICAL-S 236.42;

MEDICARE-PS 6440.82; MICROMARKETING-S 2375.04; MIDWEST LABS-SC 873.00; MILLER & ASSOC.-CO 4742.44, SC 250.00; B. MINTLING-S 5040.00; MOBOTREX-S 240.00; C MOLCYK-SC 82.00; MOUSEL, BROOKS, SCHNEIDER, MUSTION, SCHIFFLET-SC 3853.00; MUNICIPAL SUPPLY-SC 22533.96; NE DEPT OF REV SALES TAX-SC 12191.06; NE PUBLIC HEALTH ENV-SC 35.00; NE TRUCK CENTER-S 2299.65; NEBRASKALAND TIRE-S 2671.52; NICK'S DIST-S 1300.13; NPPD-SC 30400.13, S 399.77; NUTRI-SYSTEM-S 475.07; O'REILLY AUTO-S 37.06; ODEY'S-S 113.14; Z. OLIVER-S 6190.00; ONE BILLING SOLUTIONS-SC 4538.01; ONE CALL-SC 213.50; PAPER TIGER-S 100.00; PINPOINT COMM-SC 69.99; PLATTE VALLEY COMM-S 310.00; POLYDYNE-S 1539.00; POOL OP CERT-S 120.00; PROTEX CENTRAL-S 51.50; QUILL-S 139.41; RAPID FIRE PROTECTION-S 531.00; S. REICHART-SC 82.00; N RENNER-SC 716.60; S RENNER-SC 244.00; RUGGLES TRAILER-S 399.45; RUTT'S HEATING & AC-S 509.50; D SAILORS-SC 136.00; B SIEGFRIED-S 161.95, SC 796.50; SMITH IRRIGATION EQ-S 102.50; SOUTHWEST FARM & AUTO-S 615.67; T STEWART-S 4560.00; TASTE OF HOME-S 85.96; TITAN- MACHINERY-S 874.56; TRI AIR TESTING-SC 246.00; TREE REBATE-S 1272.50; TYLER TECH-SC 217.50; UMR-SC 303138.26; UNION BANK-SC 575560.60; UNIVERSITY OF NE-S 25.00; US FOODS-S 856.55; UTILITY REFUNDS-216.91; VAN DIEST SUPPLY-S 555.00; VERIZON-SC 2622.96; VK ELECTRONICS-S 1149.99; VOLZ- S 1093.15; WAGNER FORD-SC 15.00, S 1767.47; WALMART-S 2933.85 ; WITMER PUBLIC SAFETY-S 155.43; WPCI-SC 64.00; ZOLL-S 19.66.

-s-Lea Ann Doak, City Clerk

PUBLISH: JUNE 10, 2025

CITY MANAGER'S REPORT
June 16, 2025 CITY COUNCIL MEETING

ITEM 3.D.

RECOMMENDATION: Adopt Resolution No. ²⁰²⁵⁻¹⁴, updating the City of McCook Transit Handbook.

BACKGROUND: City of McCook Public Transit Handbook has not been updated since 2021.

After our Triennial Onsite Review it was found that our current passenger handbook stated that we would not transport a wheel chair passenger if they were not properly secured. After reviewing the Americans with disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws ADA requirements we have change the policy to read : For passengers utilizing mobility devices: wheelchair or motorized wheelchair every effort will be made to properly secure the device, If the wheelchair cannot be successfully secured, the rider will still be allowed to ride.

Other Changes: Hours changed from 8:30 to 4:30 to 8:00 to 4:30 Justin clocks in at 8 and does his inspection of the vehicle and is ready to take rides by 8:15.

Added Veterans Day as a holiday we are closed.

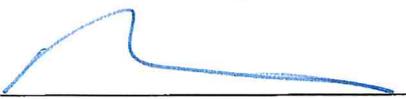
FISCAL IMPACT: None

RECOMMENDATION: Adopt Resolution No.- , updating the City of McCook Transit Handbook.

APPROVALS:


Beth Siegfried, Senior Services Director

6-11-25
Date


Nate Schneider, City Manager

6-12-25
Date

RESOLUTION 2025-14

**A RESOLUTION APPROVING THE PASSENGER HANDBOOK
FOR THE CITY OF MCCOOK TRANSIT**

WHEREAS, the City of McCook Transit provides public transportation services to anyone within the city limits of McCook; and

WHEREAS, the City of McCook previously adopted the City of McCook Transit Passenger Handbook, which has been amended from time to time; and

WHEREAS, the Senior Services Director has presented to the City Council an updated Passenger Handbook for the City of McCook Transit, which has been developed with assistance, input, and comments from State and Local Transit professionals, staff, and other interested persons; and

WHEREAS, the City Council has reviewed the proposed Handbook and finds it is in the best interest of the City to adopt a new Passenger Handbook for the City of McCook Transit; and

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

SECTION 1. The City of McCook Transit Passenger Handbook dated the 16th day of June, 2025, a copy of which is attached hereto, is hereby approved and adopted by the McCook City Council.

PASSED AND ADOPTED this 16th day of June, 2025.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk -Treasurer

City of McCook Public Transit Passenger Handbook

City of McCook Public Transit MISSION STATEMENT

To provide convenient, courteous, services within McCook City limits.

City of McCook Public Transit

GOALS OF PASSENGER HANDBOOK

City of McCook Public Transit is a transportation provider for the city of McCook. This service has a set of policies and procedures that passengers are required to follow. It is to the benefit of all passengers that the policies and procedures outlined in this handbook are followed.

All policies will be enforced in a consistent and fair manner. If passengers perceive they have been treated unfairly, they have the option of filing a complaint with City of McCook Transit as outlined on pages one and eight.

NOTICE OF NONDISCRIMINATION AND COMPLAINT PROCEDURE

The City of McCook Public Transit complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws. The city of McCook Public Transit serves a diverse population of individuals with varying ages, physical challenges, economic status, and ethnic backgrounds. The City of McCook Public Transit shall ensure that no person shall be excluded from the participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity undertaken by City of McCook Public Transit solely based on his/her race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

Title VI complaints of alleged discrimination and inquiries regarding the nondiscrimination policies of City of McCook Public Transit may be directed to Beth Siegfried Transit Manager. Complaint forms are available at the Transit Office located at 1312 West 5th St. McCook Ne or can be obtained from the transit driver in the public transportation vehicle.

DESCRIPTION OF SERVICE

City of McCook Transit System is a demand response dial-a-ride service which operates within the city limits of McCook five days a week Monday through Friday. Priorities will be placed on doctor appointments and medical necessities for passengers. Passengers phone the dispatcher who then schedules and communicates with the driver by means of cell phone. Rides are on a first-come first-serve basis.

Date: 5-27-25

Date(s) Revised:

Governing Body Approval Date:

June 5, 2025

SERVICE AREA

The City of McCook Public Transit provides public transportation services in the following areas:
Within the City limits of McCook.

DAYS AND HOURS OF SERVICE

City Of McCook Public Transit operates Monday through Friday from 8:00 a.m. to 4:30 p.m.

The driver takes a lunch break from 12:00 to 12:30. Closed Saturdays and Sundays.

Public transportation services are not provided on the following holidays:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, The Friday after Thanksgiving, Afternoon of December 24th, and Christmas Day

After-hours services are possible upon request.

FEE SCALE

\$2.00 per Boarding. Children under 6 years of age ride free when accompanied by a paying adult.

One Personal Care Attendant may ride for free with a paid rider.

Additional stops and pickups will require an additional \$2.00 fee per pickup payable upon boarding and must be scheduled through the dispatcher. The transit driver cannot schedule these additional stops so please do not ask him or her to do so.

Exceptions

City of McCook Public Transit will provide services to eligible riders in accordance with an agreement between the City of McCook and the Department of Health & Human Services. All related fees are billed to the Department of Health & Human Services.

SCHEDULING RIDES

Calls for rides must be made between 8:00 a.m. and 4:00 p.m. Monday through Friday. It is desirable that all passengers be returned by 4:30 p.m. All attempts will be made to do so, but the City of McCook Public Transit will not be responsible for those passengers who have not called for a return ride by 4:15 p.m.. Each rider is scheduled for one ride to and from his or her appointed destination. Call in advance for appointment to assure proper scheduling. The transit driver cannot schedule rides. To schedule a ride you must call the City of McCook Public Transit dispatcher at 345-6098. The scheduler may require the following information:

1. Passenger Name
2. Date of Birth
3. Address
4. Phone Number

Date:

Date(s) Revised:

Governing Body Approval Date:

5. Destination Name & Address
6. Expected Arrival Time
7. Passengers need to indicate if they will need assistance carrying packages over 30 pounds or less to their door.
8. Advance reservations can be made as far as one month in advance
9. Rides are scheduled on a first come first -serve basis. Every effort will be made to accommodate a different time for the ride when the schedule is full.
10. If the City of McCook Public Transit has taken you to your destination, priority will be given to returning you home. If the City of McCook Public Transit did not take you to your destination, return rides will only be scheduled if time allows. Short notice rides will be accepted if there is space and time available.

CURB-TO-CURB SERVICE

City of McCook Public Transit provides "curb-to-curb" service only. The following policies further define this service:

1. Private Homes:

- Passengers must enter and depart the transit vehicle at the designated pick-up and drop-off points.
- Drivers will not enter private homes for any reason.
- Drivers may assist passengers to and from the vehicle only. Drivers will assist mobility devices on and off the lift.
- Drivers are not permitted to lift passengers.
- Drivers are not permitted to maneuver a mobility device up or downstairs.

2. Business/Medical Facilities/Public Buildings:

- Drivers may assist passengers into and from the inside door. Due to extreme temperatures in the entryways, drivers may assist passengers through the second entry door when necessary. Drivers will not assist passengers further into the building.
- When picking up passengers from a business or medical facility, drivers may go through the first door. Drivers will not go past this point.
- It is the individual's personal care attendants' responsibility to ensure that passengers are waiting inside the door for their ride.
- Drivers will not enter nursing homes, medical facilities, shopping centers or businesses to locate passengers. Passengers must be waiting at the designated pickup point at least 15 minutes before their scheduled pick-up time or the no-show policy will apply.

Date:

Date(s) Revised:

Governing Body Approval Date:

CANCELLATION POLICY AND NO SHOWS

Passengers are encouraged to cancel scheduled pick-ups in a timely manner. Cancellations can be made by contacting the transit office at (308) 345-6098 between 8:00 am and 4:30 pm, Monday through Friday.

Cancellations should be made 24 hours in advance or as early as possible. Cancellations will be accepted up to one hour prior to scheduled pick-up times without penalty. Any cancellation received later than one hour prior to the scheduled pick-up will be considered a late cancellation and will be noted as such by the dispatcher in the passenger's record. Three or more late cancellations in a 90-day period will be considered excessive and the passenger will receive written notification of such via the U.S. Postal Service. Passengers having additional late cancellations during the next 90-day period will be assessed a \$5.00 late cancellation fee, payable at the next boarding call.

A no show is defined as any instance in which a passenger does not keep their scheduled ride and fails to notify the City of McCook Public Transit at least 2 hours prior to scheduled pick-up time. Upon arrival at the scheduled pick-up point, the transit driver will wait for the passenger for five minutes. After five minutes, the driver will continue his/her route, and the ride will be marked as a no show.

PASSENGER READINESS

Passengers should be prepared for transit vehicles to arrive 15 minutes before or after your scheduled pick-up time. Schedule rides accordingly to arrive at your destination for appointments.

TRANSPORTING SERVICE ANIMALS & ACCOMODATION OF OTHER ANIMALS

City of McCook Public Transit allows service animals to accompany owners as per the Americans with Disabilities Act (ADA) of 1990. ADA's revised regulations define a "service animal" as a dog that is individually trained to do work or perform tasks for an individual with a disability. Where reasonable, miniature horses are also allowed as service animals.

The task(s) performed by the service animal must be directly related to the person's disability. Under the ADA, "comfort," "therapy" or "emotional support animals" do not meet the definition of a service animal.

For more information about the rules and regulations regarding service animals, go to ADA's website <https://www.ada.gov>

Animals other than service animals as described above are allowed to ride the transit vehicle only in a secure pet travel carrier.

PERSONAL ASSISTANTS/GUESTS

Personal care attendants are persons who are directly involved in the mobility assistance of the attendee and will be allowed to ride free of charge while accompanying their attendee. Generally, the following conditions would warrant a fare free attendant: immobility, disorientation, non-comprehension, and communication impairment. Any other person riding with a passenger will be considered a guest and will be required to pay full fare.

Date:

Date(s) Revised:

Governing Body Approval Date:

Personal care attendants are required to specifically assist the passenger. This assistance includes, but is not limited to, the following duties:

- Assisting the passenger from his/her door to the bus and back
- Opening doors
- Pushing wheelchairs to and from the vehicle
- Transfer assistance from mobility device to a seat
- Carrying packages
- Communicating with the driver (if passenger is unable)

PASSENGER SAFETY AND SECURITY

It is required that all passengers wear an approved safety device while riding on the bus. This includes utilizing a seat belt and shoulder harness. Exceptions may be granted for passengers, who cannot use a seat belt for medical reasons,

For passengers utilizing mobility devices: wheelchair or motorized wheelchair every effort will be made to properly secure the device. If the wheelchair cannot be successfully secured, the rider will still be allowed to ride.

A passenger who cannot enter the vehicle using the stairs or ramp, but who does not use a wheelchair, will be allowed to enter the vehicle using the lift.

Drivers have the discretion to assign seats and determine wheelchair placement when necessary for the efficiency and/or safety of the passengers.

The driver may recommend that a passenger transfer from his or her mobility device into a vehicle seat. In this instance, the passenger has the final decision as to whether a transfer is appropriate.

State laws apply toward child passengers. Car seats are NOT provided.

The driver may recommend that a passenger transfer from his or her mobility device into a vehicle seat. In this instance, the passenger has the final decision as to whether a transfer is appropriate.

State laws apply toward child passengers. Car seats are NOT provided.

GENERAL PASSENGER RULES

The general rules listed below are not intended to be all-inclusive but are considered a guideline for proper passenger behavior.

1. Riders shall wait until the transit vehicle has come to a complete stop before attempting to board or disembark. All riders shall stay seated until the vehicle stops.
2. No roller skates, roller blades, ice skates, etc., are to be worn in the bus.
3. All passengers are to be clothed and wearing some form of protective footwear.

Date:

Date(s) Revised:

Governing Body Approval Date:

4. While waiting for the transit vehicle at the designated pick-up point, riders shall stay off the traveled roadway at all times. Riders shall not walk along the side, directly in front of or behind the bus for any reason.
5. All passengers will remain seated while the vehicle is in motion and for the duration of their ride.
6. Riders shall be considerate of others at all times. Threats, hitting, tripping, shoving, kicking, spitting, foul language, horseplay, teasing or any other improper or disruptive behavior towards anyone or themselves will not be tolerated.
7. Devices such as radios or I-Pods can only be used with headphones.
8. Passengers trying to carrying on an open container or using alcoholic beverages and/or illegal substances will not be permitted in the transit vehicle
9. Riders shall keep hand(s), head or any other body part inside the bus and within their seated area at all times.
10. Riders shall obey the driver willingly and report any problems to the bus driver or dispatcher promptly.
11. Riders shall assist in keeping the transit vehicle clean by using sanitary practices. Any offensive odors to others or any type of unsanitary practices are to be avoided.
12. Eating or drinking beverages in the vehicle is not permitted.
13. Use of tobacco products is strictly prohibited.
14. Lighting matches, lighters, or any other type of flammable material is not permitted on the vehicle.
15. Any items that the driver assumes may be explosive or any type of weapon is not permitted on the vehicle.
16. No eating on the bus.
17. No special deliveries will be made. The bus is for passenger service. Not deliveries

CHILD RIDER POLICY

The city of McCook Public Transit has established rules, roles and responsibilities in the transportation of children under the age of 16. Therefore, the following policies will be followed:

1. All children must follow the transit rules, regulations, and policies. Violations of these rules by either the child or parent may lead to service suspension.
2. No child under the age of four (4) is permitted to ride alone on City of McCook Public Transit.
3. All children under the age of six (6) must wear an approved safety restraint. Parent or guardians are responsible for providing an approved safety restraint. If the parent or guardian does not have an approved safety restraint device, City of McCook Public Transit will make every effort to provide one. This provision will be made on a first-come, first served basis.

Date:

Date(s) Revised:

Governing Body Approval Date:

4. Children under the age of sixteen (16) must be accompanied by an adult. Exceptions to this policy for children over the age of four (4) include:
 - a. Agency to agency transportation, such as from the Y.M.C.A. to a Public School.
 - b. Transportation where the parent or guardian provides supervision for the child at both the pick-up and destination of the child's trip.
5. Children under sixteen (16) will be transported only to the destination scheduled by the parent or guardian. Children are not allowed to change scheduled rides.
7. Parent or guardians must notify City of McCook Public Transit at the time of trip scheduling the child's age.
8. If no adult is at the destination location to accept the child (under 16 years of age), the child will NOT be left at the drop-off location. Drivers will be instructed to deliver the child to the local police station, and parents will be notified.

PACKAGES AND PERSONAL ITEMS

Passengers shall limit their carry-on packages to not more than the equivalent of ten brown paper grocery sacks or ten plastic bags per person. An attendant may travel to assist with the loading/unloading of packages. Oversized packages will be refused for transport. No one package shall weigh more than 30 pounds.

An oxygen tank must be portable and secured in some fashion so it cannot fall or roll. Securement can be with a seat belt or tank holder on the wheelchair.

Drivers are not responsible for lost, stolen or damaged items.

EMERGENCIES

When the driver determines that there is an emergency situation, such as a passenger who has fallen, become ill, or disruptive the driver will call 911. Under no circumstances will the driver help the passenger up if he/she has fallen. If the driver is unable to call 911 he/she will call the dispatcher at 345-6098 and identify the address and nature of the emergency. In turn the dispatcher will call 911 for response to the emergency.

SEVERE WEATHER POLICY

Passengers are responsible for snow removal, so their driveways and sidewalks are accessible to transit vehicles. Drivers are not allowed to assist passengers through snow and ice.

If extreme weather conditions make travel unsafe, services will be discontinued until conditions are more favorable. Passengers with scheduled trips will be notified as soon as possible. In the event that the transit service is closed due to a weather event, it will be announced on the local radio stations KICX 96.1, and Coyote Country 105.3. The City of McCook Public Transit will close when the McCook Public School System closes for inclement weather.

Winter Riding Tips:

- Be aware of weather conditions which may affect transit services.

Date:

Date(s) Revised:

Governing Body Approval Date:

- Allow extra time to reach your destination.
- Be prepared for sudden stops while riding the bus.
- Wear appropriate winter clothing.

VIOLATIONS OF POLICY

Any violation of the policies, rules, and procedures outlined in this handbook will result in the following:

- First Offense: A warning letter will be issued.
- Second Offense: A second letter will be issued which will result in rides being discontinued for one week.
- Third Offense: A third and final letter will be sent, and rides will be discontinued indefinitely.

City of McCook Public Transit reserves the right, if deemed necessary to terminate services immediately if the grievous disregard to follow any of the City of McCook Public Transit System rules causes the endangerment of the driver or passengers.

COMPLAINT/GRIEVANCE PROCEDURES

As a recipient of State and Federal funds administered by the Nebraska Department of Roads, City of McCook Public Transit hereby attests that it will abide by the eligibility guidelines and service priorities as stipulated by all applicable laws, rules and regulations. The process for submitting a Title VI complaint is outlined in the Nondiscrimination section of this handbook. For all other complaints, contact the following for additional information and a copy of the complaint form:

Beth Siegfried
 City of McCook Transit Manager
 1312 West 5th ST
 McCook NE 69001
 308-345-6098

Upon receipt of the complaint, the City of McCook Public Transit representative will request written details of the complaint or take an oral statement from the complainant. The complaint should include all details regarding the situation including date, time, driver, problem, etc. All complaints or statements should be signed or, if by telephone, the actual complainant should be the individual calling. Complaints received by telephone will be investigated and resolved prior to ending the call. A written response will not be required if complainant is satisfied with the resolution. Upon completion of the investigation, a decision regarding the complaint will be rendered and a written response issued to the complainant no later than 10 days after receipt of the complaint. A copy of the complaint and action taken will be forwarded to the Nebraska Department of Roads, Transit Section, and a copy will be kept on file at City of McCook Public Transit Office at 1312 West 5th St McCook NE 69001.

Date:

Date(s) Revised:

Governing Body Approval Date:

CITY MANAGER'S REPORT
JUNE 16, 2025 CITY COUNCIL MEETING

ITEM: 3.E.

RECOMMENDATION:

Approve and authorize the mayor to sign the FY 2025-2026 contract with the West Central Nebraska Area Agency on Aging (WCNAAA) for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring and evaluation of the McCook Heritage Senior Center.

BACKGROUND:

The City of McCook contracts with WCNAAA for the purpose of receiving support in the form of planning and providing payments from the Older American's Act based on the fee schedule specified herein and are allocated as outlined on page 2 of the agreement.:

0	-3,000 meal units	\$4.00
3,001	- 6,000 meal units	\$3.85
6,001	-15,000 meal units	\$3.65
Over	15,001 meal units	\$3.25
	NSIP-per meal	\$0.70

The City is required to preform services as outlined on page 3 of the agreement.

FISCAL IMPACT: Allocations as outlined in the agreement.

APPROVALS:

/s/ Beth Siegfried
Beth Siegfried
Senior Services Director

June 11, 2025

Nate Schneider
Nate Schneider
City Manager

June 11, 2025

PROGRAM INSTRUCTION

DATE: May 2025
TO: Senior Center and Meal Site Contractors
FROM: Erin Arensdorf
SUBJECT: Senior Center & Meal Site Contracts for Fiscal Year **2025-2026**

Dear Senior Center/Meal Site Partner,

Enclosed, please find your **FY 2025–2026** contract for Senior Center and Meal Site meal operations, including the following reimbursement rate structure:

0 - 3,000 meal units	\$4.00
3,001 - 6,000 meal units	\$3.85
6,001 - 15,000 meal units	\$3.65
Over 15,001 meal units	\$3.25

NSIP/Local Funds – per meal **\$0.70**

These reimbursement rates remain unchanged from the previous fiscal year. While WCNA AAA received a combined increase of \$21,681 in Title III-C1, C2, and III-B funding, our NSIP allocation was reduced by \$58,578. To ensure local senior centers and meal sites do not experience a reduction in funding, the WCNA AAA Governing Board has approved the use of WCNA AAA’s local funds to make up for the shortfall in federal NSIP funding. We recognize the financial pressures centers are facing and are pleased to provide this support during a challenging economic period.

Action Required:

- Please have your **Board Chairperson and a witness sign the contract with original signatures on page 5.**
- **Do not fill in the “Executed Date”** on page 5; it will be completed when signed by the WCNA AAA Board Chairperson.
- Return the **signed contract** to our office by **June 13, 2025**, in advance of our **WCNA AAA Governing Board Meeting on June 26, 2025.**
- After the Board Chairperson signs the contract, a **fully executed copy** will be returned to you for your records.

Vendor-Prepared Meals:

If your center contracts with a vendor or restaurant for meal preparation, a **vendor/restaurant contract** is also enclosed. Please complete all required fields, obtain signatures from both the vendor and your center, and return the **original signed contract** along with your agency contract. Retain a copy for your files.

If you have any questions, please don't hesitate to contact our office. We appreciate your continued partnership in providing vital nutrition services to older adults in our region.

Sincerely,

Erin Arensdorf

Executive Director

West Central Nebraska Area Agency on Aging

308-535-8195

West Central Nebraska Area Agency on Aging
Provision of Services to Senior Citizens
Contract FY 2025-26

THIS Contract is made and entered into this 1st day of July, 2025 by and between the **WEST CENTRAL NEBRASKA AREA AGENCY ON AGING, 115 North Vine Street, North Platte, Nebraska 69101**, an intergovernmental agency serving the Nebraska counties of Arthur, Chase, Dawson, Dundy, Frontier, Gosper, Grant, Hayes, Hitchcock, Hooker, Keith, Lincoln, Logan, McPherson, Perkins, Red Willow, Thomas and hereinafter called the AGENCY, and **CITY OF McCOOK**, with the following mailing address: **P.O. Box 1059, McCook, NE 69001**, hereinafter called the Contractor for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring, and evaluation of the Contractor's comprehensive, coordinated service system for older persons hereinafter called 'Program'.

WHEREAS, the Agency has been designated by the Nebraska Department of Health and Human Services, State Unit on Aging as the Agency responsible for the on-going planning, development, coordination, monitoring, evaluation and partial support of a comprehensive, coordinated service system for older persons in the seventeen county area; and

WHEREAS, the Contractor has demonstrated an interest and ability to perform as the service provider through its previous contracts with the Agency and/or its operations of other Federal, State, and locally funded programs, and has in existence an advisory council/committee/board comprised for the majority of senior citizens, who review, comment, and advise on the program; and

WHEREAS, the Agency has been awarded funds for the "Older Americans Act Title III Grants for State and Community Programs on Aging" through the Administration for Community Living from the Older Americans Act of 1965 as amended through P.L. 114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statutes DHHS program regulations and the terms and conditions of this Contract for **Fiscal year 2025** as specified in its State approved Area Plan for the support of specified services and activities in the seventeen county area and

WHEREAS, it is agreed and understood by both parties that this Contract is dependent upon Federal and State funding and in the event that such funding is decreased or eliminated this Contract is null and void.

NOW THEREFORE, the parties to this Contract jointly agree as follows:

SECTION ONE:

The Agency shall provide the Contractor the following:

- A. Technical assistance with the planning, establishment, monitoring, and operations of the Center and with other matters affecting and concerning older citizens; and

B. Remit to Contractor earned funds in the following manner:

1. Only Title III-C certifiable meals are eligible for payment; and
2. These meals must be accompanied by supportive services in the ratio of one unit of supportive service for every three claimed meals; and
3. This combination reflects a minimum acceptable level of supportive service; and
4. Payments from the Older Americans' Act and/or Community Aging Services Act based on the fee schedule specified below:

0	- 3,000 meal units	\$4.00
3,001	- 6,000 meal units	\$3.85
6,001	- 15,000 meal units	\$3.65
Over	15,001 meal units	\$3.25

City of McCook

FY 25-26 Allocation of Funding

Allocation of AOA Supportive Services and Meals

<u>CFDA #-FAIN#</u>		Allotted Units	Dollars
93.044-17AANET3SS	Title IIIB Supportive Services-Access	11,307	\$27,558.37
93.045-17AANET3CM	Title IIIC1 Congregate Meals	10,512	\$25,623.00
93.045-17AANET3HD	Title IIIC2 Home Delivered Meals	15,857	\$38,650.22
93.045-17AANET3HD	Title IIIC2 To-Go Meals	7,550	\$18,401.91
Total AOA		45,226	\$110,233.50

Allocation of Nutrition Services Incentive Program (NSIP)

Supplemented with WCNAAL Local Funding

<u>CFDA #-FAIN#</u>		Allotted Meals	Rate	Dollars
93.053-17AANENSIP	Title IIIC1 Congregate Meals	10,512	\$0.70	\$ 7,358.40
93.053-17AANENSIP	Title IIIC2 Home Delivered Meals	15,857	\$0.70	\$11,099.90
93.053-17AANENSIP	Title IIIC2 To-Go Meals	7,550	\$0.70	\$ 5,285.00
Total NSIP/Local		33,919		\$23,743.30

Total AOA and NSIP/Local Funding \$ 133,976.80

Any meal units served over **the above allotted amount** will be reimbursed only as funds are available. In general, the Contractor shall be paid on a monthly basis and only after necessary documentation and reporting has been completed and approved by the Agency.

A. Orientation and training of Contractor staff and various boards as needed and required as related to this Contract and Program; and

B. Support and assistance in the coordination of other agencies' and organizations' programs of services with those of the Program.

SECTION TWO:

The Contractor shall provide for the Agency the following:

- A. Arrange for the provision of an appropriate, safe, and accessible senior service facility;
- B. Provide qualified and appropriate staff for the daily management of the Program;
- C. Provide necessary time and conditions for the training of Program staff, specifically those trainings sponsored by the Agency and are part of the Agency's overall training program; and
- D. Provide necessary local match funds and in-kind services;
- E. Operate and manage the Program as outlined in the Senior Center Services Manual supplied to the Contractor by the Agency, including compliance with all local, state, and federal laws, including, but not limited to the Nebraska Community Aging Services Act and the Federal Older Americans Act;
- F. Assure that the monthly fiscal reports will be received by the Agency no later than the fifth (5th) working day of the month; and,
- G. Operate and manage the Program and the facilities utilized in the program in compliance with all local, state, and federal laws and regulations, including, but not limited to the Nebraska Community Aging Services Act and the Federal Older Americans Act.
- H. Record-keeping - The Contractor shall establish and maintain such program services, activity and accounting records, systems and procedures as are needed to control and support all program services, activities and fiscal activities under this Contract. The Contractor assures the maintenance and inspection by the Agency of such records, accounts and supporting documents of Contract and Program related services, activities and fiscal activities in such form as would provide for an accurate and expeditious determination of the performed output and status of the Project funds at any time.
- I. Reporting - The Contractor shall prepare and submit reports of Contract Program services, activities and fiscal activities of the Program to the Agency according to the established schedule, in such form, and containing such information as the Agency shall require. The Contractor shall maintain the records on file and shall afford reasonable access thereto as the Agency may find necessary to assure correctness and verification of such reports.

SECTION THREE:

Project Funds - Project funds shall be all public grant, allotment, or subsidy revenues of all fees, donations, or generated by said funds and which are received by and for the purpose of the Program services and activities specified and designated in this Contract whether by appropriation, reimbursement of service, sale of Program crafts and articles, contribution, or donation. Project funds shall be considered public and subject to accounting, review and inspection, and audit of

such that individual contributions shall not be open to public inspection as per the confidentiality requirements of the Older Americans Act as amended.

SECTION FOUR:

The Older Americans Act Amendments of 2000 (Public Law 106-501) reauthorized the Nutrition Program for the Elderly. This law changed the basis for funding from a per meal reimbursement to a grant based on prior year's meal service. The program's name was changed to the "Nutrition Services Incentive Program" (NSIP).

NSIP funds are to be used for United States agricultural commodities and other food for nutrition projects. OAA Sec. 311 (d)(2) defines food criterion. If a Contractor chooses to purchase an item that is not a United States grown food such as bananas Non-NSIP funds (such as Title III C or match, etc.) may be used to purchase them.

SECTION FIVE:

Claims of Third Parties - The Contractor shall indemnify the Agency and hold the Agency harmless from any and all claims of third parties arising from the conduct or the management of the business of the senior service center organization by the Contractor, or otherwise arising by reason of any alleged negligence of Contractor, Contractor's agents or employees.

SECTION SIX:

The Agency reserves the right to review, comment, and/or modify any sub-contracts involving services and funds under this Contract for conformance with the terms and conditions of this Contract.

SECTION SEVEN:

Contract Performance Monitoring, Review, and Evaluation - In carrying out its responsibilities under the Older Americans' Act to monitor and periodically evaluate the performance of all Contractors under the Area Plan, the Agency will make occasional site visits and require routine and special reports to monitor the on-going daily performance and will conduct periodic assessments with written reports to evaluate performance of the Contractor and the effectiveness of the Program.

SECTION EIGHT:

Termination - This Contract may be terminated at any time upon mutual written consent by both parties. If the Contractor is in default of this Contract as determined by the Agency, then, and in that event, the Agency may give the Contractor a thirty (30) day notice of termination by regular mail at the Contractor's address indicated above, describing the default and the steps necessary to remedy the default, if such remedy is possible. If the default is not remedied within thirty (30) days of the mailing of the notice by the Agency, this Contract shall terminate on the 30th day after the notice was sent. This Contract shall automatically terminate if the Agency no longer has access to the local, state, or federal funding which supports this Contract.

SECTION NINE:

Distribution of Assets Upon Termination - Upon termination of this Contract, all property purchased with Project funds, shall remain the property of the Contractor. The Contractor will return any moneys received from the Agency which have not been expended.

SECTION TEN:

Term - This Contract upon execution by both parties shall be in full force and effect for the period beginning **July 1, 2025** and ending **June 30, 2026**

Employee Work Eligibility Status

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of **all** employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of **all** employees

Conflicts of Interest

In the performance of this program the Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify the Agency in writing of any such instances encountered.

EXECUTED this Leave Blank day of _____, 2025 by

Attest: West Central Nebraska Area Agency on Aging
"Agency"

Witness Board Chairperson/Vice Chairperson

Attest: City of McCook, a Municipal Corporation
"Contractor"

Witness Board Chairperson/Vice Chairperson

**CITY MANAGER'S REPORT
JUNE 16, 2025 CITY COUNCIL MEETING**

ITEM: 3.F.

RECOMMENDATION:

Accept the minutes of the June 9, 2025 Planning Commission meeting.

BACKGROUND:

Accept minutes from various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 12, 2025

McCook Planning Commission
June 9, 2025
5:15 P.M. Central

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

Present: Chair Chad Lyons; Vice Chair Tammie Hilker; Commissioners Camy Bradley, Bruce McDowell, Jamie Mockry, Jesse Stevens, Kurt Vosburg.

Absent: Commissioners Matt Davidson, Ron Friehe, Bobby Gaulke.

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 June 5, 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. Open Meetings Act Announcement.

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 May 12, 2025 regular Planning Commission meeting.

Motion to approve the minutes of the May 12, 2025 regular Planning Commission meeting. This motion, made by Lyons and seconded by Vosburg, passed.

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

2. Public Hearings and Regular Agenda.

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

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

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the June 9, 2025 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages); Exhibit #5 - Proposed Resolution No. PC2025-01 (2 pages); and Exhibit #6 - Proposed Redevelopment Plan for the Wagner Auto Redevelopment Project (13 pages).

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

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

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

2.B Approve Resolution No. PC 2025-01 making a recommendation to the Community Development Agency and the City Council of the City of McCook, Nebraska, with respect to the Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Wagner Auto Redevelopment Project.

Motion to approve Resolution No. PC 2025-01 making a recommendation to the Community Development Agency and the City Council of the City of McCook, Nebraska, with respect to the Redevelopment Plan Amendment for the City of McCook, Nebraska, including the Wagner Auto Redevelopment Project. This motion, made by Lyons and seconded by Hilker, passed.

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

2.C. Review and discuss Articles 4 and 5 of the proposed City of McCook Zoning Regulations.

Discussion was held regarding Articles 4 and 5 of the proposed City of McCook Zoning Regulations.

Chapters regarding residential zoning areas will be reviewed at the July 14 meeting.

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 6:59 P.M.

Lea Ann Doak, City Clerk-Treasurer
Recording Secretary

**CITY MANAGER'S REPORT
JUNE 16, 2025 CITY COUNCIL MEETING**

ITEM: 3.G.

Approve the application for a Special Designated Liquor License submitted by The Station, McCook for a social time during the two days of the Tour de Nebraska bicycle tour in McCook, to be held at the Kelley Park Lower Shelter House, 405 Park Road, on June 27, 2025 from 2:00 P.M. to 4:30 P.M. and June 28, 2025 from 2:00 P.M. to 4:30 P.M.

BACKGROUND:

The Station, McCook, will be hosting this event. They are making application to allow them to serve alcohol at this temporary location. Per city policy, SDL applicants who have not previously applied for a SDL or one that has unusual or special circumstances shall be referred to the City Council for approval. This request will be held in an outdoor area on property owned by the City of McCook. Approval of this request is also approving consumption of alcohol on city owned property.

A copy of the diagram indicating the requested outdoor area will be attached when received from the applicant.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 12, 2025



Nathan A. Schneider, City Manager

June 12, 2025

SDL – OUTDOOR AREA DIAGRAM

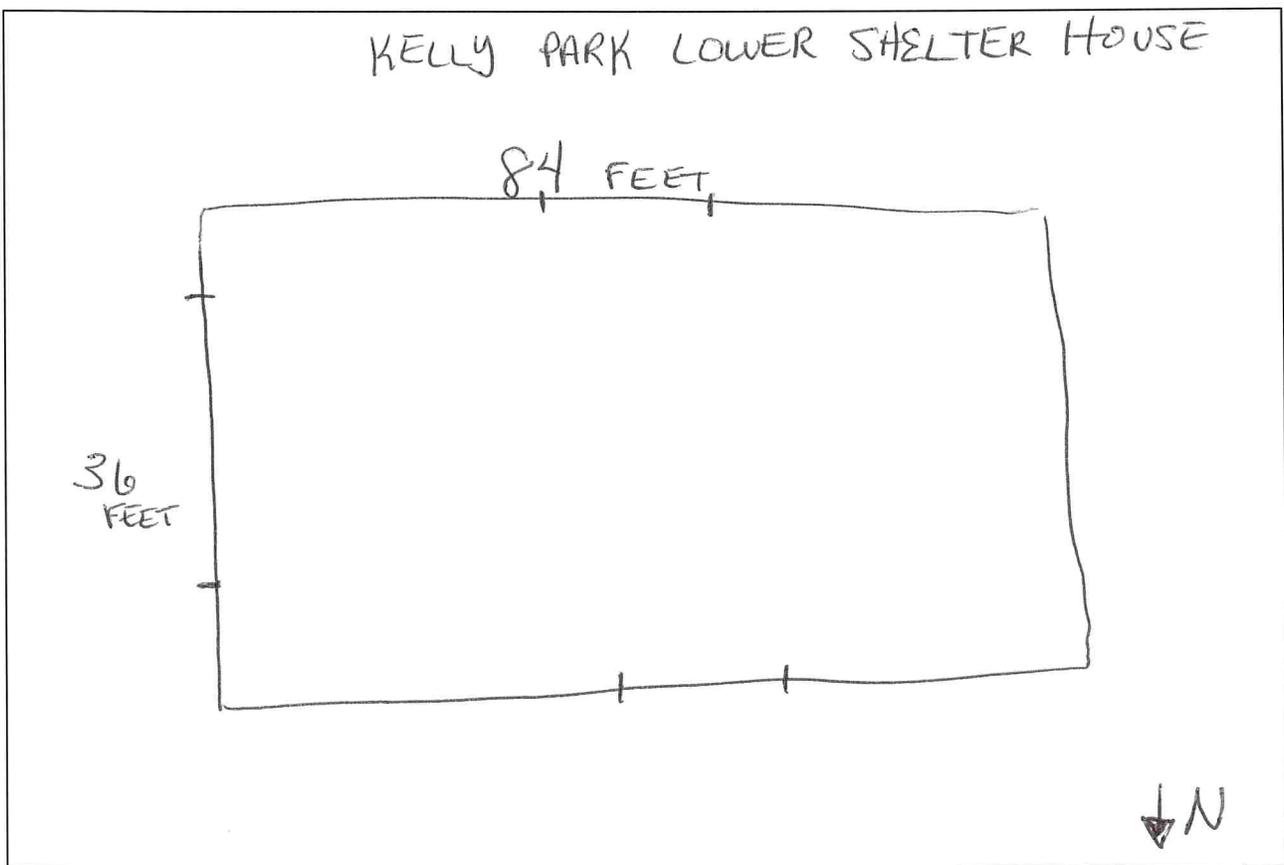
NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

STATION
TOUR DE NEBRASKA
JUNE 27 & 28, 2025
2-4P

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET

HOW AREA WILL BE PATROLLED: TOUR DE NEBRASKA RIDERS WILL HAVE ID BRACELETS & AREA WILL BE REGULATED BY TDN STAFF & VOLUNTEERS

DIAGRAM OF PROPOSED AREA:



**CITY MANAGER'S REPORT
JUNE 16, 2024 MCCOOK CITY COUNCIL MEETING**

4.A.

ITEM NO. ___ Presentation from Emma Castor with West Central Nebraska Development District (WCNDD) in regards to properties identified to be in violation of McCook's Code of Ordinances.

4.B.

ITEM NO. ___ Approve Resolution No. 2025-11 approving the designation of nuisance properties as deemed by WCNDD and as declared in the Resolution.

BACKGROUND:

WCNDD evaluated properties in their designated area. Letters were then sent out by WCNDD to property owners in that area that were in violation of McCook's Code of Ordinances requesting that these violations be resolved. After follow-up evaluations, Emma Castor with WCNDD, has identified properties that still appear to have existing nuisances and documented them with photographs that are attached to this report.

City staff is requesting the City Council to approve Resolution 2025-11 which approves WCNDD's designation of the following properties as nuisances:

- 2025 MCC 2 - 107 E 4th St., McCook, NE
- 2025 MCC 5 - 108 E 5th St., McCook, NE
- 2025 MCC 6 - 106 E 5th St., McCook, NE
- 2025 MCC 10 - PID 000803900, McCook, NE
- 2025 MCC 15 - PID 000899800, McCook, NE
- 2025 MCC 16 - PID 000900300, McCook, NE
- 2025 MCC 17 - PID 000900200, McCook, NE
- 2025 MCC 18 - 101 E 9th St., McCook, NE
- 2025 MCC 20 - PID 001160400, McCook, NE
- 2025 MCC 22 - 102 E 10th St., McCook, NE
- 2025 MCC 23 - PID 001741700, McCook, NE
- 2025 MCC 24 - 111 E 10th St., McCook, NE
- 2025 MCC 26 - 105 E 10th St., McCook, NE
- 2025 MCC 27 - 103 E 10th St., McCook, NE
- 2025 MCC 30 - 108 E 11th St., McCook, NE
- 2025 MCC 35 - 1104 E A St., McCook, NE
- 2025 MCC 36 - 1212 E A St., McCook, NE
- 2025 MCC 41 - 1304 E A St., McCook, NE
- 2025 MCC 43 - 1318 E A St., McCook, NE
- 2025 MCC 44 - 1322 E A St., McCook, NE
- 2025 MCC 46 - 1319 E A St., McCook, NE
- 2025 MCC 48 - 1315 E A St., McCook, NE
- 2025 MCC 49 - 1309 E A St., McCook, NE
- 2025 MCC 50 - 1307 E A St., McCook, NE
- 2025 MCC 51 - 1305 E A St., McCook, NE
- 2025 MCC 52 - 1303 E A St., McCook, NE
- 2025 MCC 53 - 1301 E A St., McCook, NE
- 2025 MCC 55 - 1320 E B St., McCook, NE
- 2025 MCC 56 - 1312 E B St., McCook, NE

2025 MCC 58 - 1308 E B St., McCook, NE
2025 MCC 61 - 1226 E B St., McCook, NE
2025 MCC 64 - 1204 E B St., McCook, NE
2025 MCC 65 - 1202 E B St., McCook, NE
2025 MCC 66 - 1201 E B St., McCook, NE
2025 MCC 68 - PID 001732600, McCook, NE
2025 MCC 69 - 1211 E B St., McCook, NE
2025 MCC 70 - 206 E 13th St., McCook, NE
2025 MCC 73 - 1313 E B St., McCook, NE
2025 MCC 74 - PID 001730200, McCook, NE
2025 MCC 77 - 1400 E C St., McCook, NE
2025 MCC 80 - 1602 E C St., McCook, NE
2025 MCC 86 - 1004 Ravenswood Rd., McCook, NE
2025 MCC 88 - 205 S 9th St., McCook, NE
2025 MCC 89 - 207 S 9th St., McCook, NE
2025 MCC 90 - 211 S 9th St., McCook, NE
2025 MCC 91 - PID 001606200, McCook, NE
2025 MCC 93 - 208 S 9th St., McCook, NE
2025 MCC 100 - 111 S 8th St., McCook, NE
2025 MCC 102 - 211 S 8th St., McCook, NE
2025 MCC 103 - 102 S 8th St., McCook, NE
2025 MCC 104 - 104 S 8th St., McCook, NE
2025 MCC 108 - 212 S 8th St., McCook, NE
2025 MCC 109 - 103 S 7th St., McCook, NE
2025 MCC 110 - 703 S 2nd St., McCook, NE
2025 MCC 116 - 108 S 7th St., McCook, NE
2025 MCC 118 - 202 ½ S 7th St., McCook, NE
2025 MCC 120 - 210 S 7th St., McCook, NE
2025 MCC 122 - 205 S 6th St., McCook, NE
2025 MCC 125 - 204 S 7th St., McCook, NE

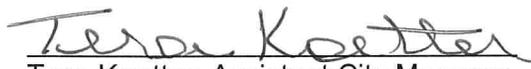
APPROVALS:

Nathan A. Schneider, City Manager

June 12, 2025

Lea Ann Doak, City Clerk

June 12, 2025



Tera Koetter, Assistant City Manager

June 12, 2025

**RESOLUTION NO. 2025-11
DECLARATION OF NUISANCE PROPERTIES**

The City Council of the City of McCook (hereinafter the City), in regular session assembled at the Council Chambers in McCook, Nebraska on this 16th of June 2025, hereby resolve as follows:

WHEREAS, The City of McCook desires to declare Nuisances pursuant to the City of McCook Code of Ordinances (Nuisance Ordinance Chapter 95).

NOW THEREFORE:

BE IT RESOLVED that the following properties located within the nuisance jurisdiction of the City of McCook, Nebraska has been submitted to the City Council at its regular meeting on June 16, 2025; and

BE IT FURTHER RESOLVED, that the City Council found the following properties are declared to have nuisances upon it contrary to the City of McCook Code of Ordinances and that said nuisance is ratified by this resolution:

2025 MCC 2 - 107 E 4TH ST, McCook, NE

2025 MCC 5 - 108 E 5TH ST, McCook, NE

2025 MCC 6 - 106 E 5TH ST, McCook, NE

2025 MCC 10 - PID 000803900, McCook, NE

2025 MCC 15 - PID000899800, McCook, NE

2025 MCC 16 - PID 000900300, McCook, NE

2025 MCC 17 - PID000900200, McCook, NE

2025 MCC 18 - 101 E 9TH ST, McCook, NE

2025 MCC 20 - PID 001160400, McCook, NE

2025 MCC 22 - 102 E 10TH ST, McCook, NE

2025 MCC 23 - PID001741700, McCook, NE

2025 MCC 24 - 111 E 10TH ST, McCook, NE

2025 MCC 26 - 105 E 10TH ST, McCook, NE

2025 MCC 27 - 103 E 10TH ST, McCook, NE

2025 MCC 30 - 108 E 11TH ST, McCook, NE

2025 MCC 35 - 1104 E A ST, McCook, NE

2025 MCC 36 - 1212 E A ST, McCook, NE

2025 MCC 41 - 1304 E A ST, McCook, NE
2025 MCC 43 - 1318 E A ST, McCook, NE
2025 MCC 44 - 1322 E A ST, McCook, NE
2025 MCC 46 - 1319 E A ST, McCook, NE
2025 MCC 48 - 1315 E A ST, McCook, NE
2025 MCC 49 - 1309 E A ST, McCook, NE
2025 MCC 50 - 1307 E A ST, McCook, NE
2025 MCC 51 - 1305 E A ST, McCook, NE
2025 MCC 52 - 1303 E A ST, McCook, NE
2025 MCC 53 - 1301 E A ST, McCook, NE
2025 MCC 55 - 1320 E B ST, McCook, NE
2025 MCC 56 - 1312 E B ST, McCook, NE
2025 MCC 58 - 1308 E B ST, McCook, NE
2025 MCC 61 - 1226 E B ST, McCook, NE
2025 MCC 64 - 1204 E B ST, McCook, NE
2025 MCC 65 - 1202 E B ST, McCook, NE
2025 MCC 66 - 1201 E B ST, McCook, NE
2025 MCC 68 - PID 001732600, McCook, NE
2025 MCC 69 - 1211 E B ST, McCook, NE
2025 MCC 70 - 206 E 13TH ST, McCook, NE
2025 MCC 73 - 1313 E B ST, McCook, NE
2025 MCC 74 - PID 001730200, McCook, NE
2025 MCC 77 - 1400 E C ST, McCook, NE
2025 MCC 80 - 1602 E C ST, McCook, NE
2025 MCC 86 - 1004 RAVENSWOOD RD, McCook, NE
2025 MCC 88 - 205 S 9TH ST, McCook, NE
2025 MCC 89 - 207 S 9TH ST, McCook, NE

2025 MCC 90 - 211 S 9TH ST, McCook, NE
2025 MCC 91 - PID 001606200, McCook, NE
2025 MCC 93 - 208 S 9TH ST, McCook, NE
2025 MCC 100 - 111 S 8TH ST, McCook, NE
2025 MCC 102 - 211 S 8TH ST, McCook, NE
2025 MCC 103 - 102 S 8TH ST, McCook, NE
2025 MCC 104 - 104 S 8TH ST, McCook, NE
2025 MCC 108 - 212 S 8TH ST, McCook, NE
2025 MCC 109 - 103 S 7TH ST, McCook, NE
2025 MCC 110 - 703 S 2ND ST, McCook, NE
2025 MCC 116 - 108 S 7TH ST, McCook, NE
2025 MCC 118 - 202 1/2 S 7TH ST, McCook, NE
2025 MCC 120 - 210 S 7TH ST, McCook, NE
2025 MCC 122 - 205 S 6TH ST, McCook, NE
2025 MCC 125 - 204 S 7TH ST, McCook, NE

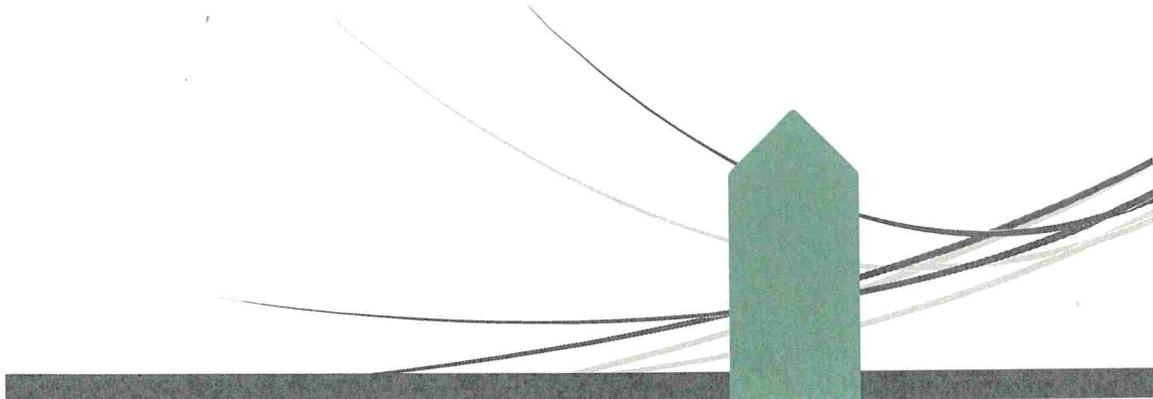
BE IT FINALLY RESOLVED, that the City shall proceed as determined under the administrative procedure of Chapter 95.03.

INTRODUCED AND PASSED THIS 16TH DAY OF JUNE 2025.

Linda Taylor, Ex-officio Mayor
and Council President

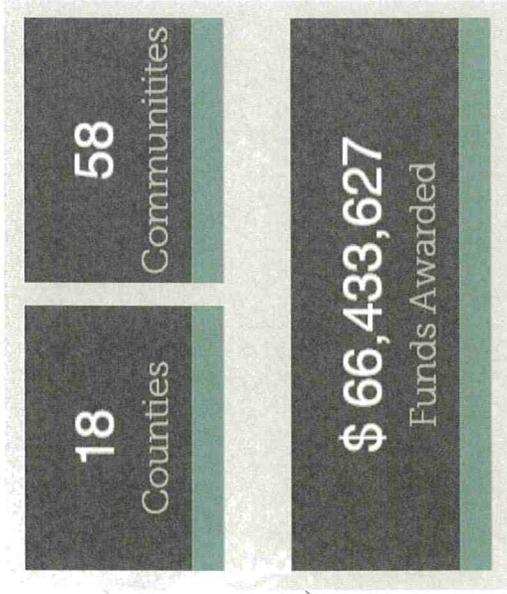
ATTEST:

Lea Ann Doak, City Clerk -Treasurer



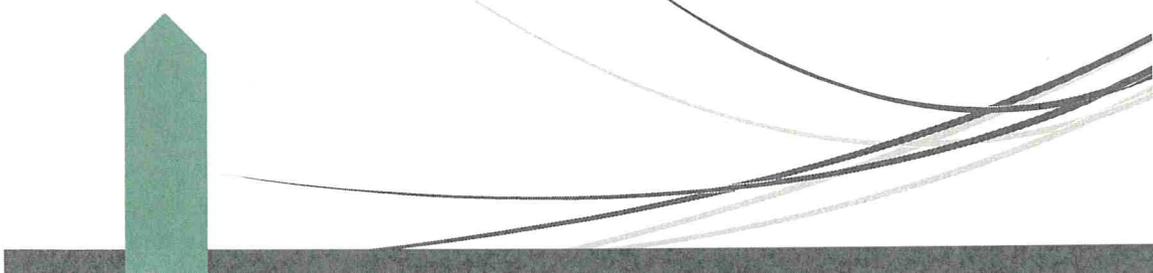
2025 McCook Nuisance Program

West Central Nebraska Development District



WCNDD is one of eight development districts in Nebraska. These professional organizations represent the entire state and are committed to enhancing the communities and businesses within each region.

- WCNDD's mission is to empower communities across West Central Nebraska through strategic planning, resource development, and collaborative partnerships that enhance economic vitality, infrastructure, and quality of life. We are committed to providing innovative solutions and technical expertise that build resilient, sustainable communities where current and future generations can thrive.
- We envision West Central Nebraska as a region of thriving, interconnected communities where economic opportunity, quality infrastructure, and exceptional quality of life attract and retain residents of all ages. Our communities will be resilient, innovative, and self-sustaining, serving as models for rural development while preserving the unique heritage and natural resources that define our regional identity.



Summary

- ▶ 240 Properties Reviewed
- ▶ 125 Courtesy Letters Sent
- ▶ 57 Cleared Properties
- ▶ 9 Properties with Extensions
- ▶ 59 Properties to Declare a Nuisance

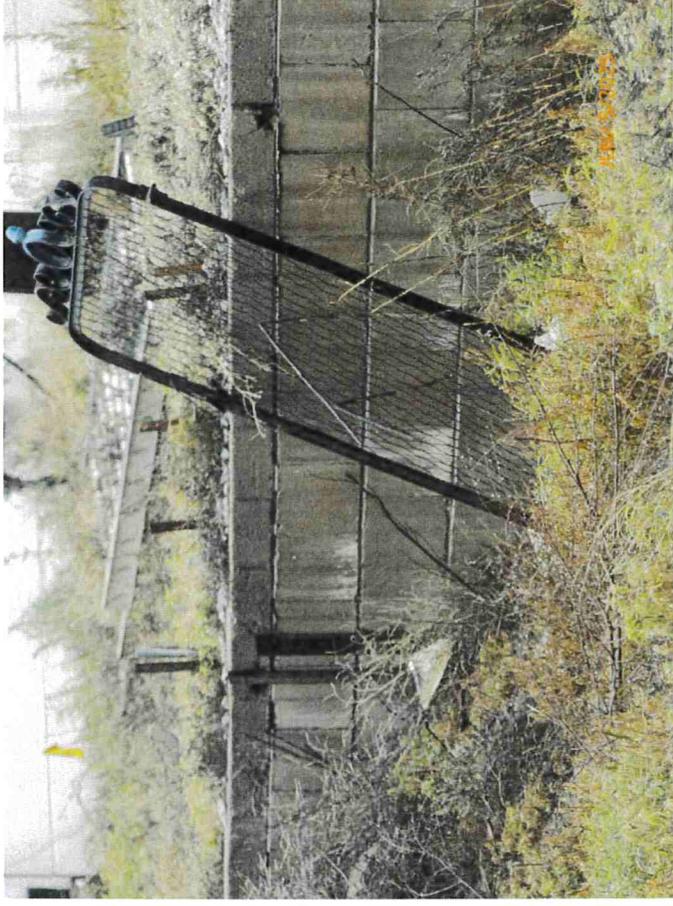
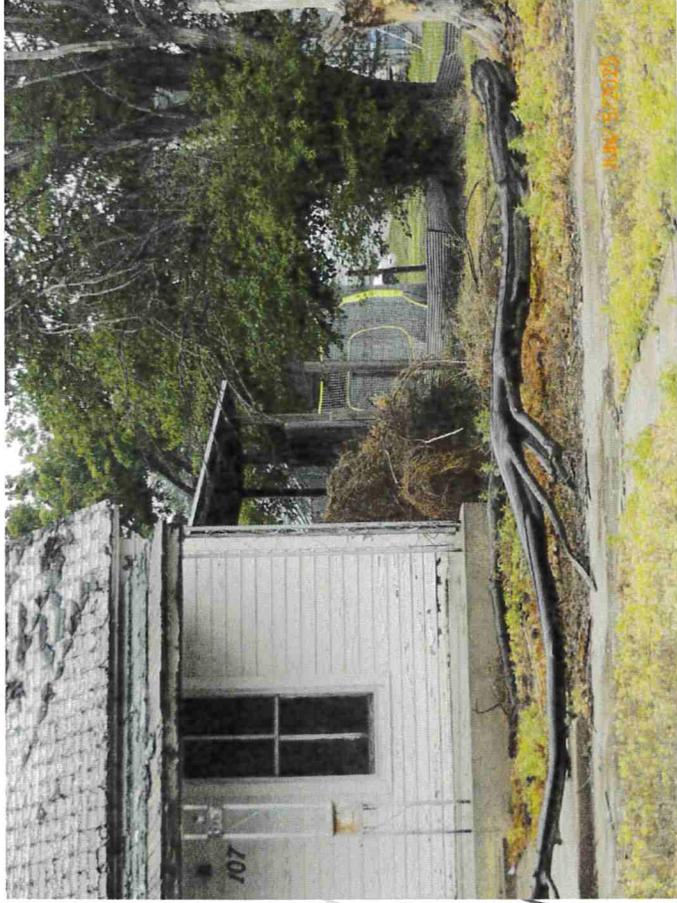
Agenda Items

Properties to Declare a Nuisance (59):

- 2025 MCC 2
- 2025 MCC 5
- 2025 MCC 6
- 2025 MCC 10
- 2025 MCC 15
- 2025 MCC 16
- 2025 MCC 17
- 2025 MCC 18
- 2025 MCC 20
- 2025 MCC 22
- 2025 MCC 23
- 2025 MCC 24
- 2025 MCC 26
- 2025 MCC 27
- 2025 MCC 30
- 2025 MCC 35
- 2025 MCC 36
- 2025 MCC 41
- 2025 MCC 43
- 2025 MCC 44
- 2025 MCC 46
- 2025 MCC 48
- 2025 MCC 49
- 2025 MCC 50
- 2025 MCC 51
- 2025 MCC 52
- 2025 MCC 53
- 2025 MCC 55
- 2025 MCC 56
- 2025 MCC 58
- 2025 MCC 61
- 2025 MCC 64
- 2025 MCC 65
- 2025 MCC 66
- 2025 MCC 68
- 2025 MCC 69
- 2025 MCC 70
- 2025 MCC 73
- 2025 MCC 74
- 2025 MCC 77
- 2025 MCC 80
- 2025 MCC 86
- 2025 MCC 88
- 2025 MCC 89
- 2025 MCC 90
- 2025 MCC 91
- 2025 MCC 93
- 2025 MCC 100
- 2025 MCC 102
- 2025 MCC 103
- 2025 MCC 104
- 2025 MCC 104
- 2025 MCC 108
- 2025 MCC 109
- 2025 MCC 110
- 2025 MCC 116
- 2025 MCC 118
- 2025 MCC 120
- 2025 MCC 122
- 2025 MCC 125

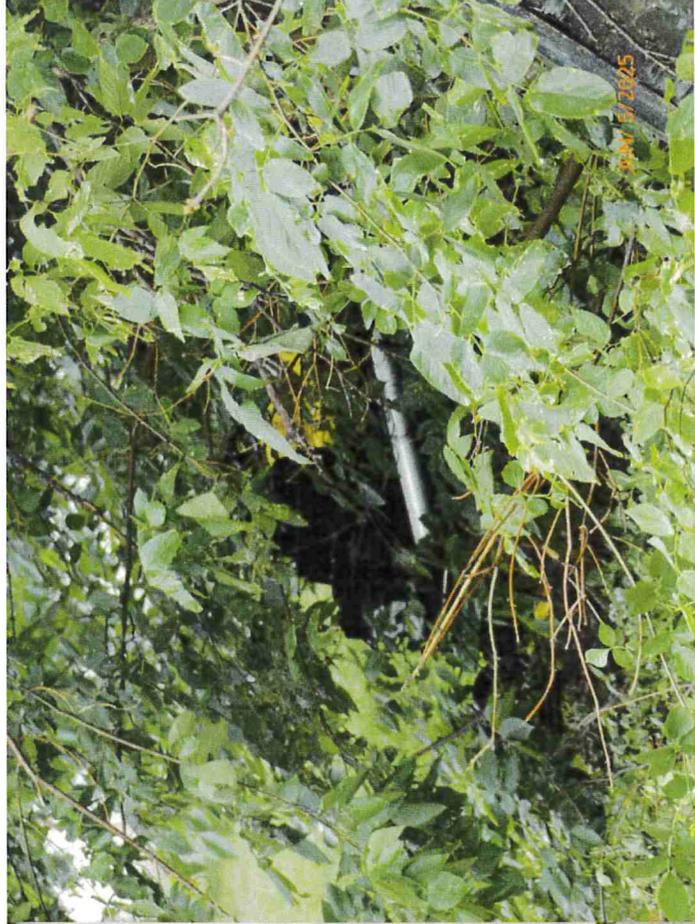
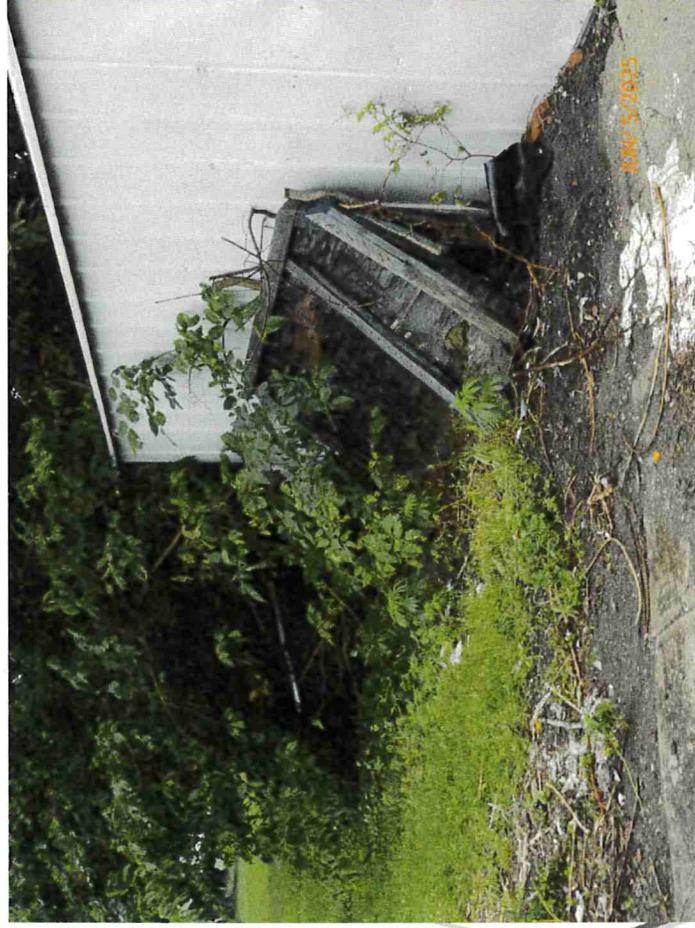
2025 MCC 2 – 107 E 4TH ST

Scrap wood and metal



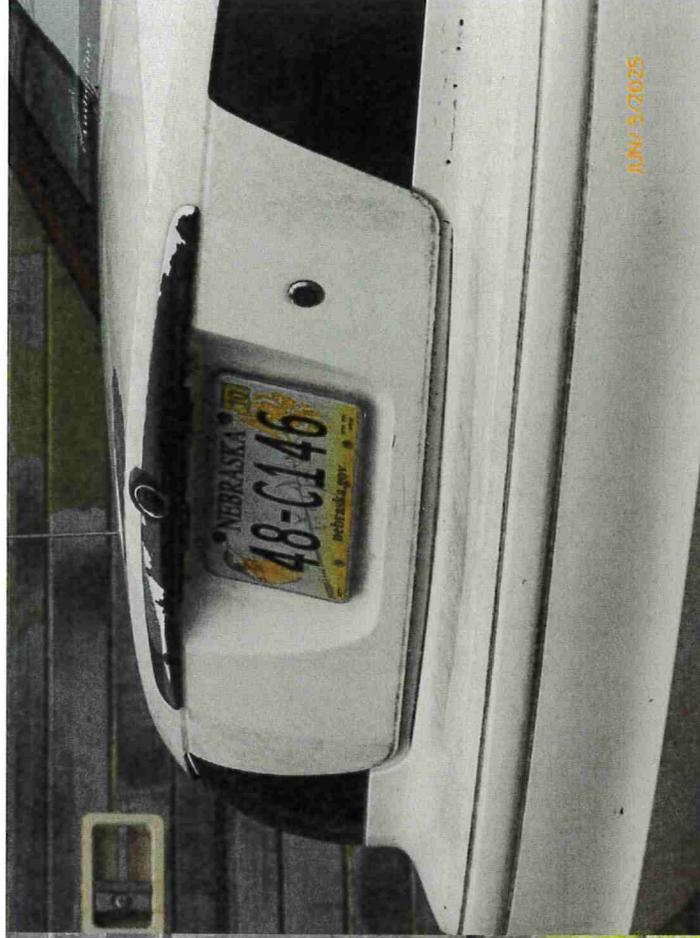
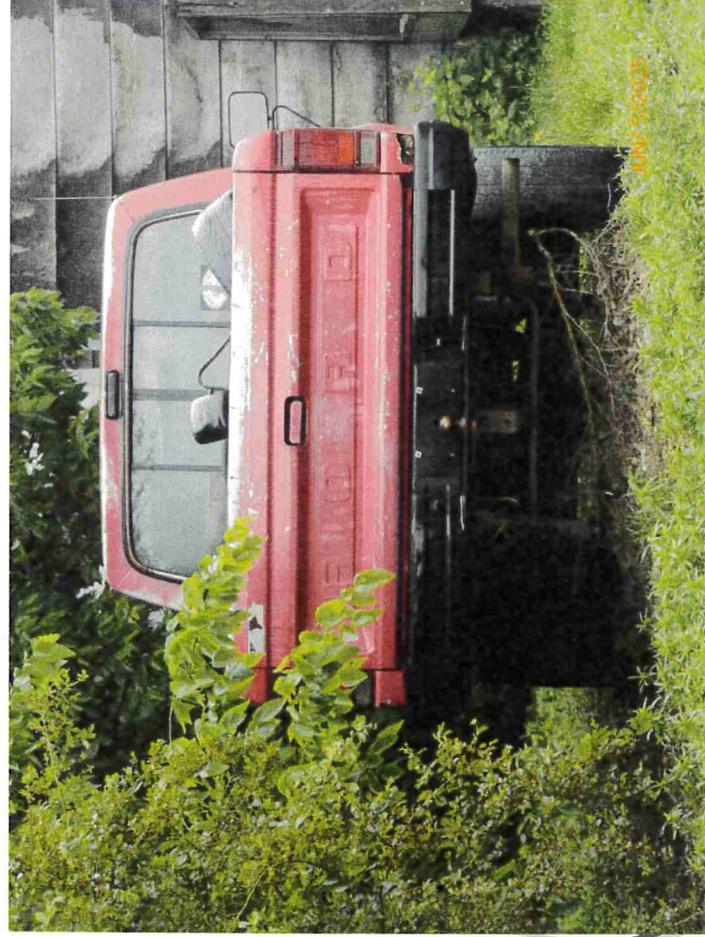
2025 MCC 5 – 108 E 5TH ST

Scrap wood and metal

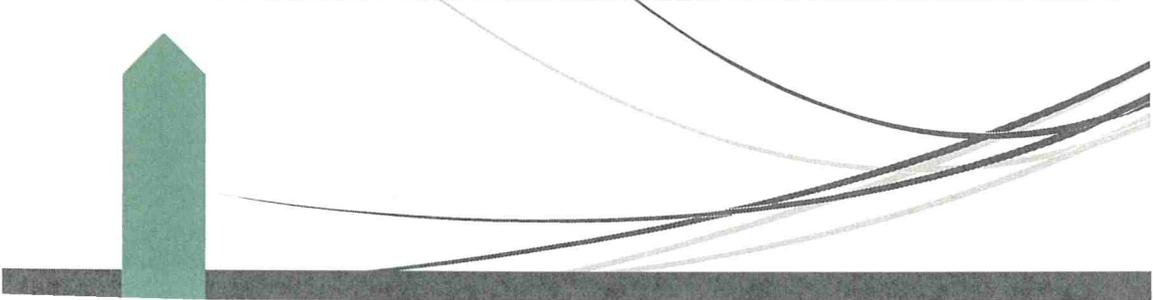


2025 MCC 6 – 106 E 5TH ST

Unlicensed Vehicles

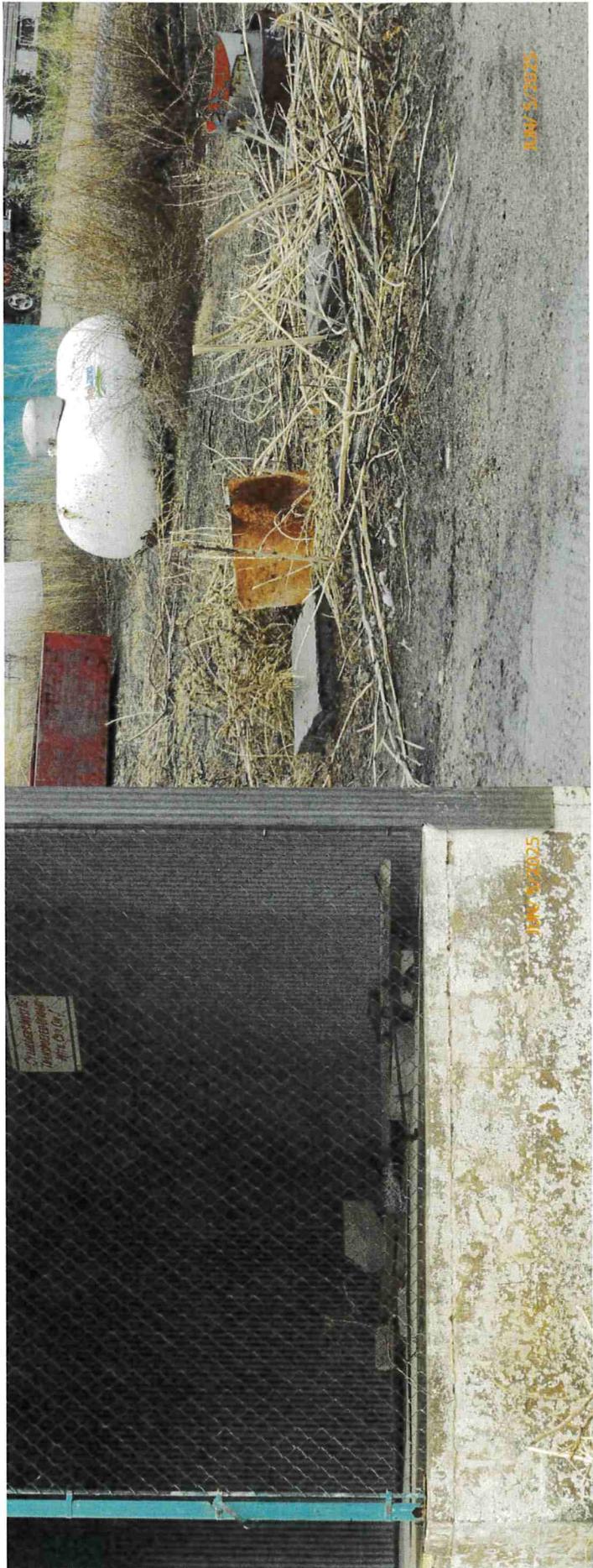


Scrap
wood
and
metal



2025 MCC 10 – PID 000803900

Scrap wood, metal, broken cement



Discarded
signage
and
materials

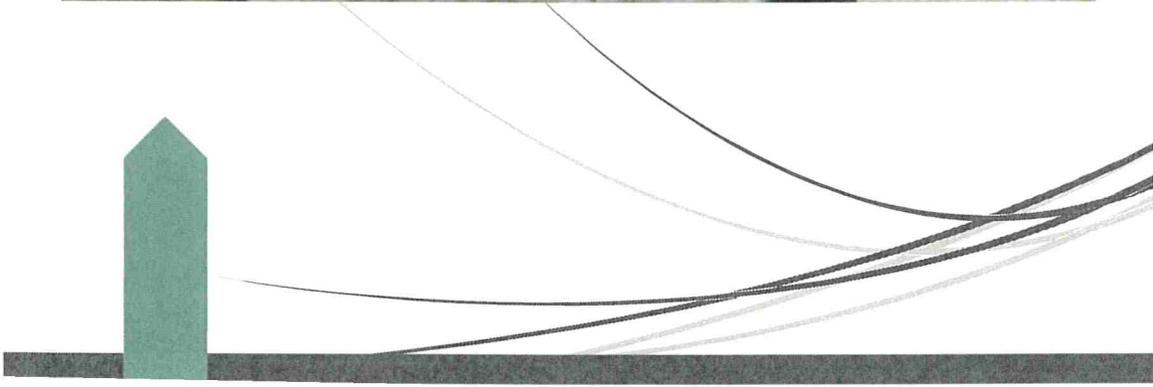


2025 MCC 15 – PID 000899800

Tires and Discarded Furniture

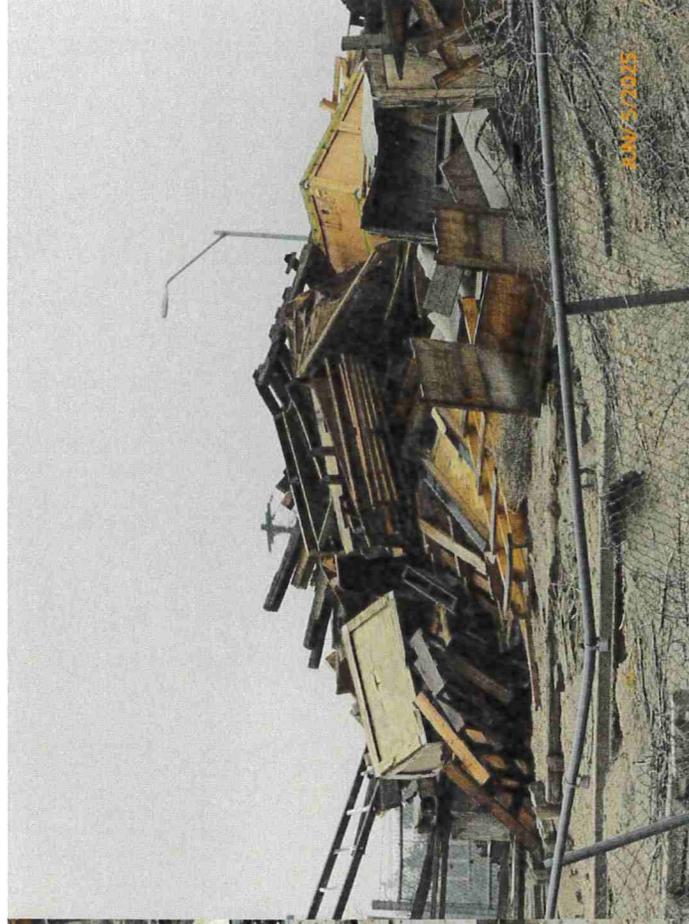
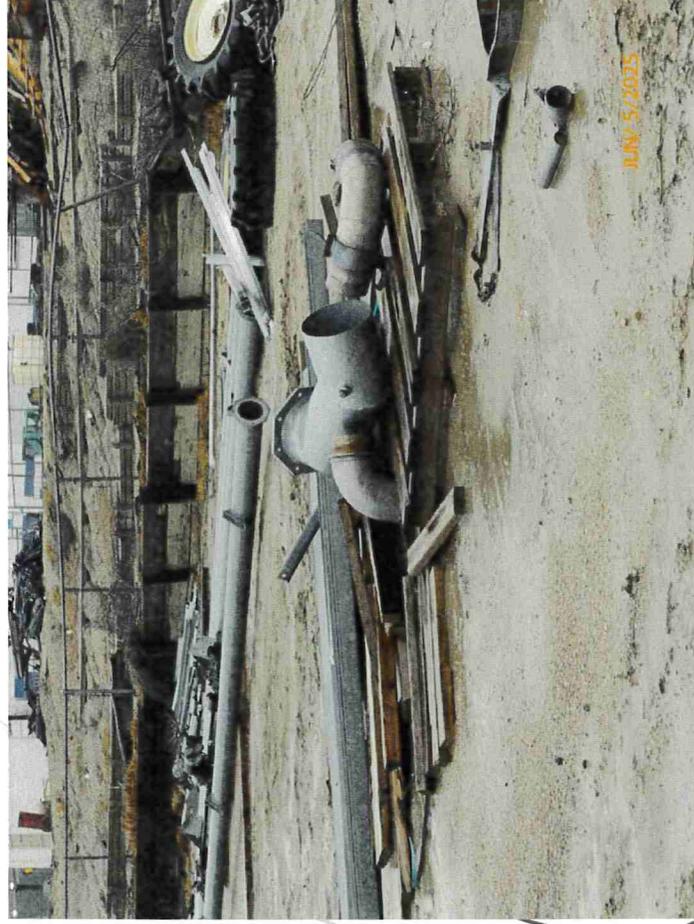


Tires

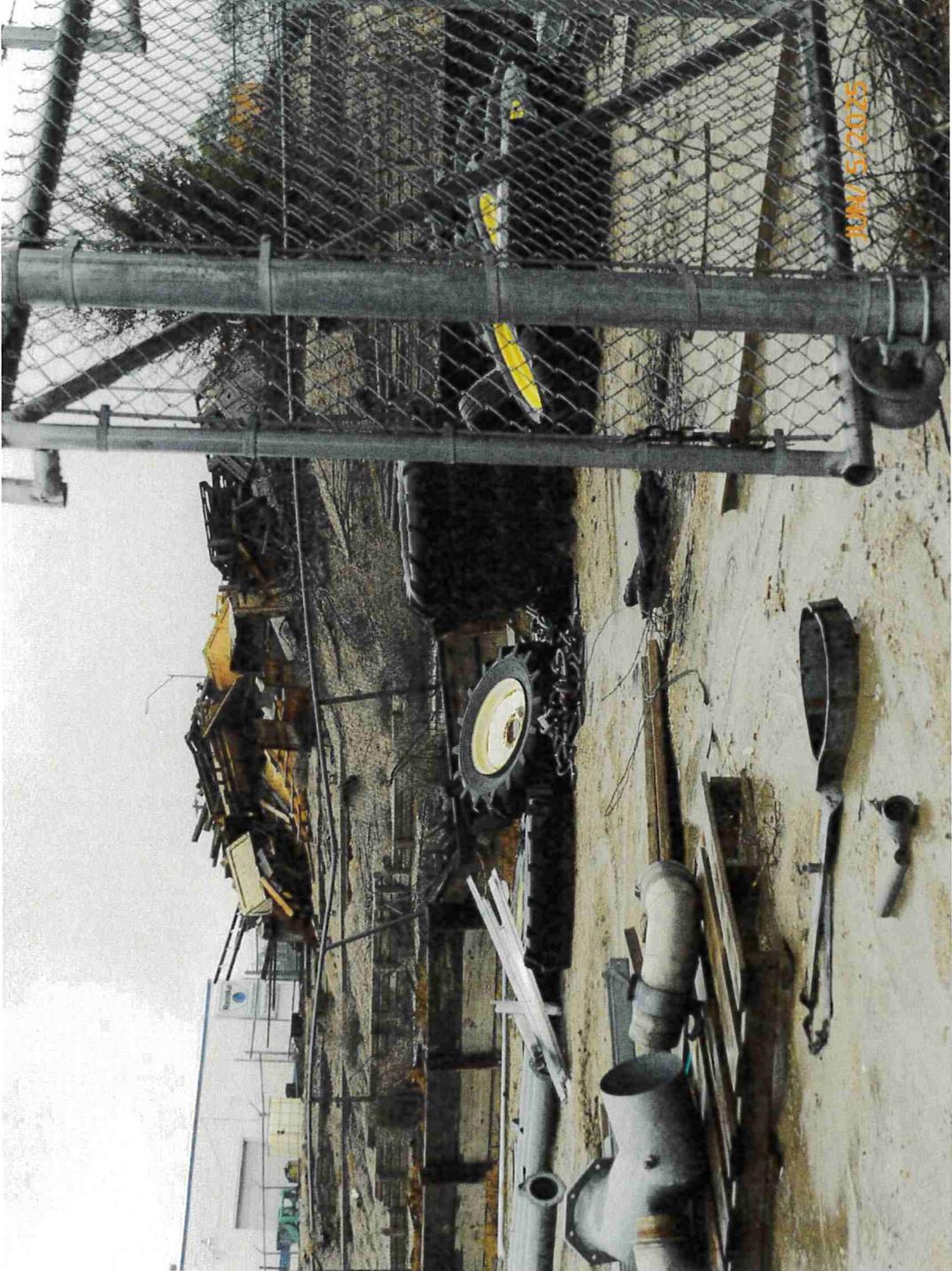


2025 MCC 16 – PID 000900300

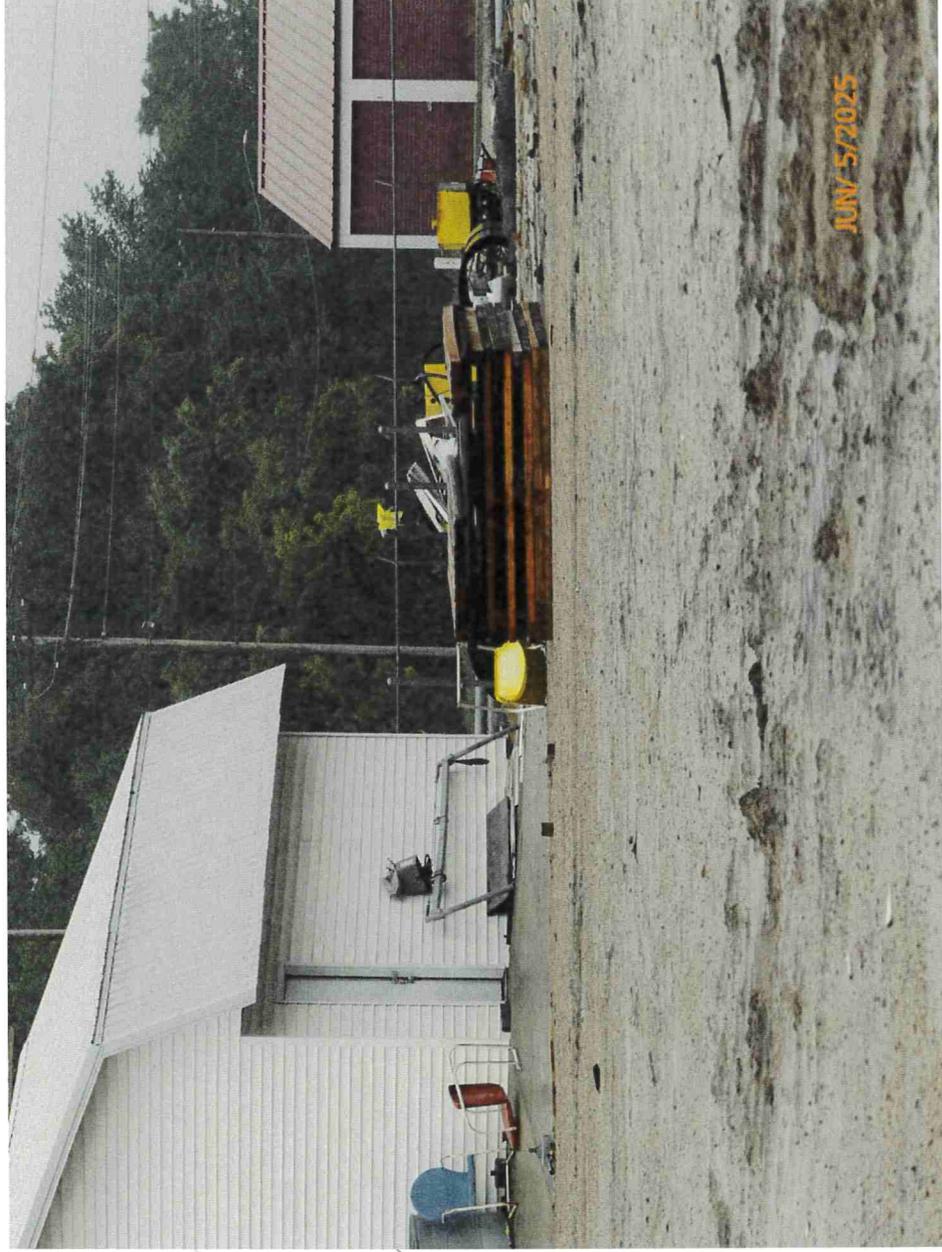
Scrap wood, metal, piping



Tires

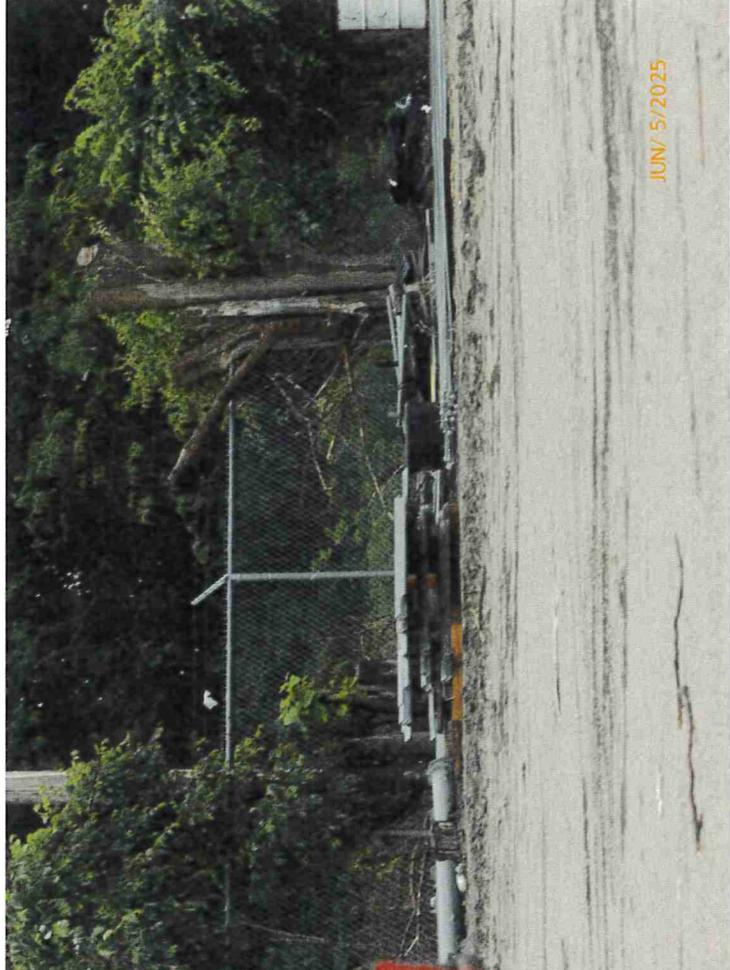
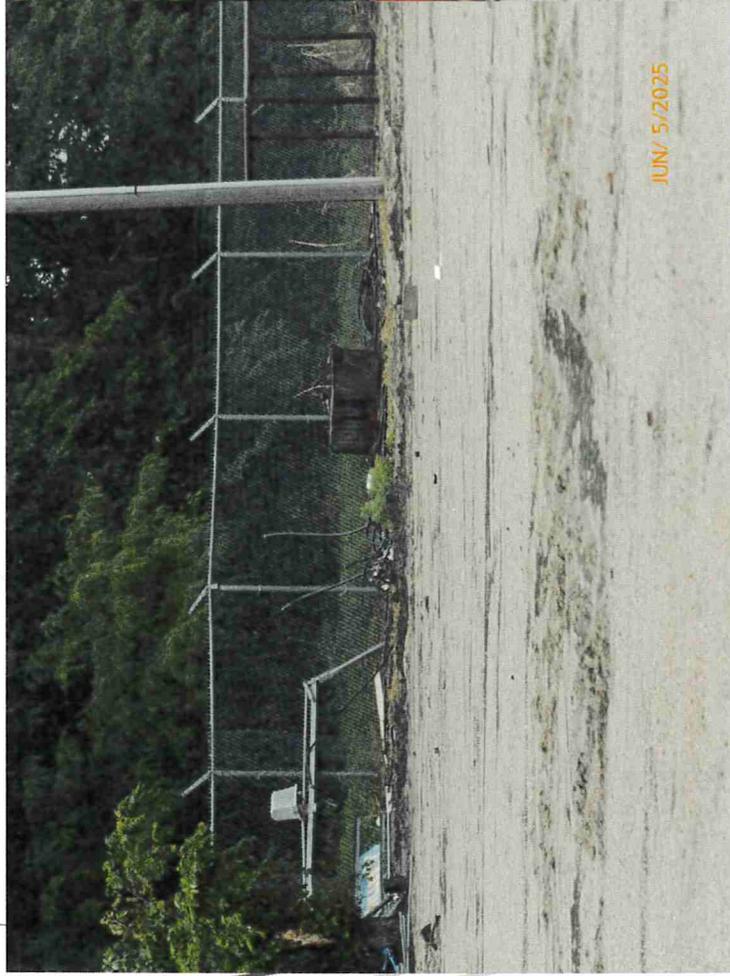


2025 MCC 17 – PID 000900200



Scrap metal and
Discarded goods

Scrap metal, piping, wood and discarded goods

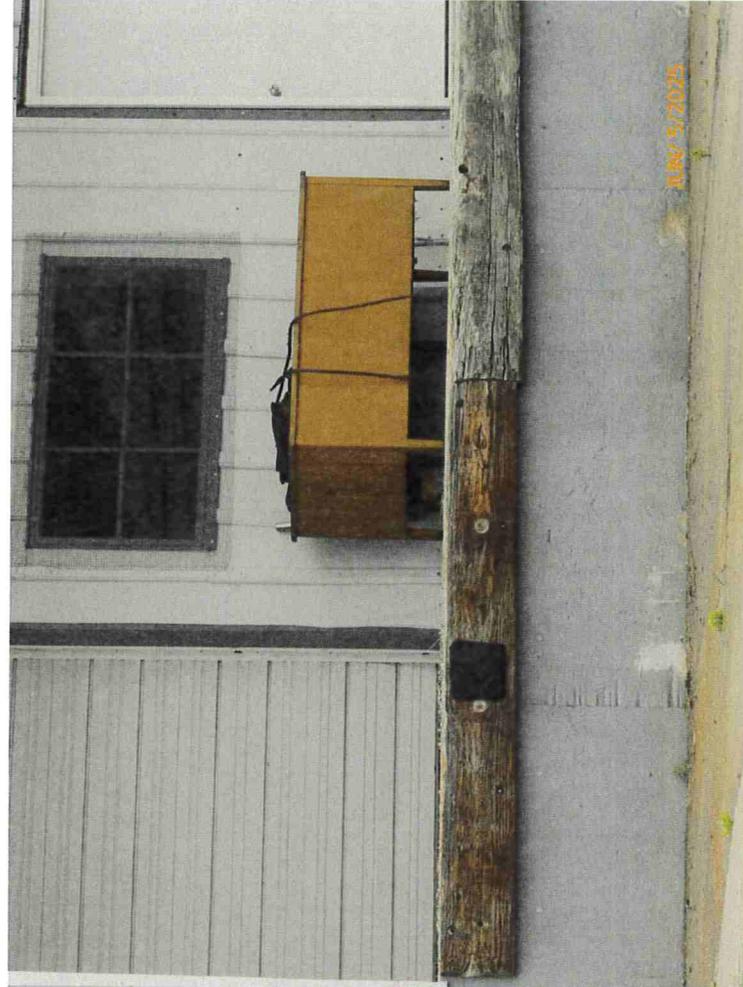


2025 MCC 18 – 101 E 9TH ST

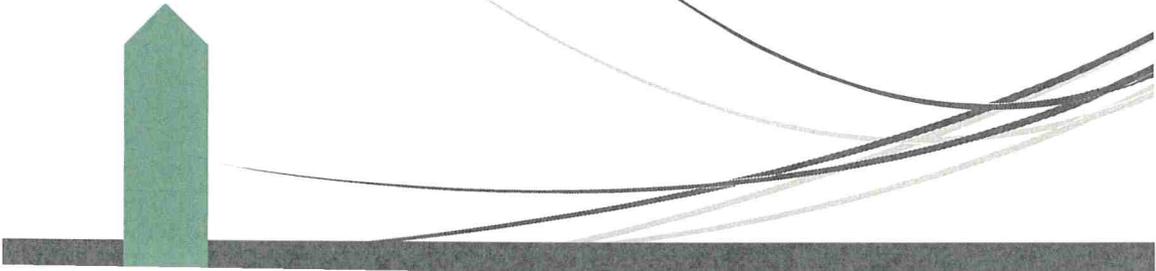
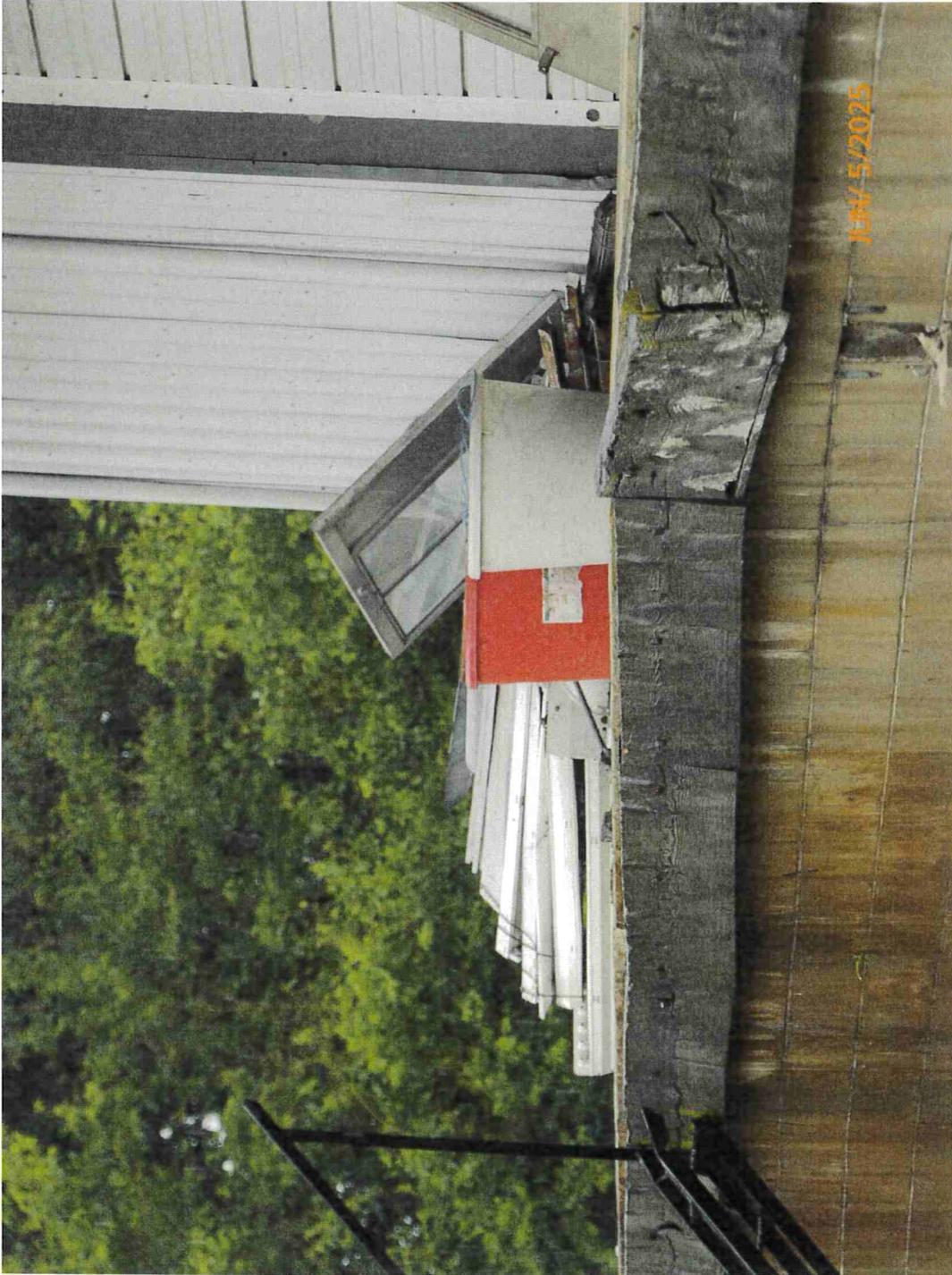
Inoperable vehicles, discarded auto parts



Scrap wood, discarded furniture



Buckets,
door
frames,
and
discarded
materials



2025 MCC 20 – PID 001160400

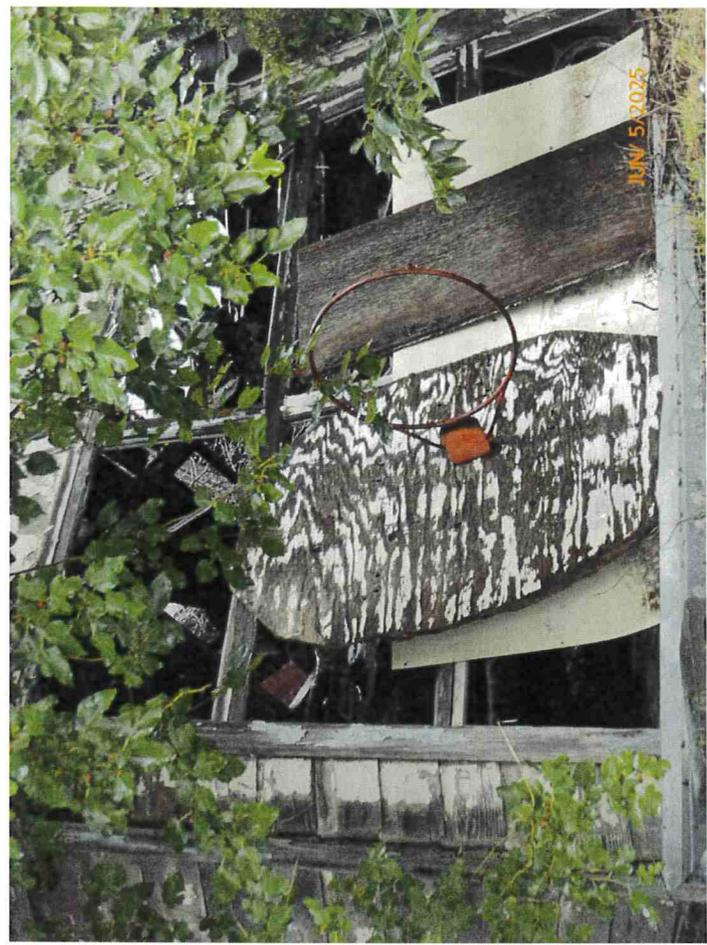
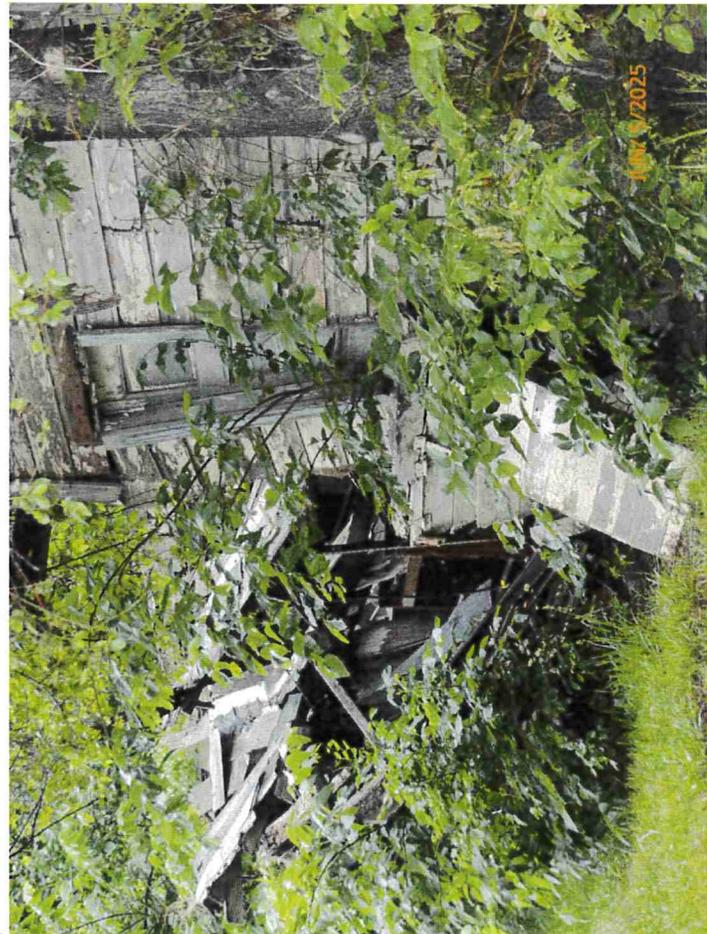


Unlicensed
vehicles

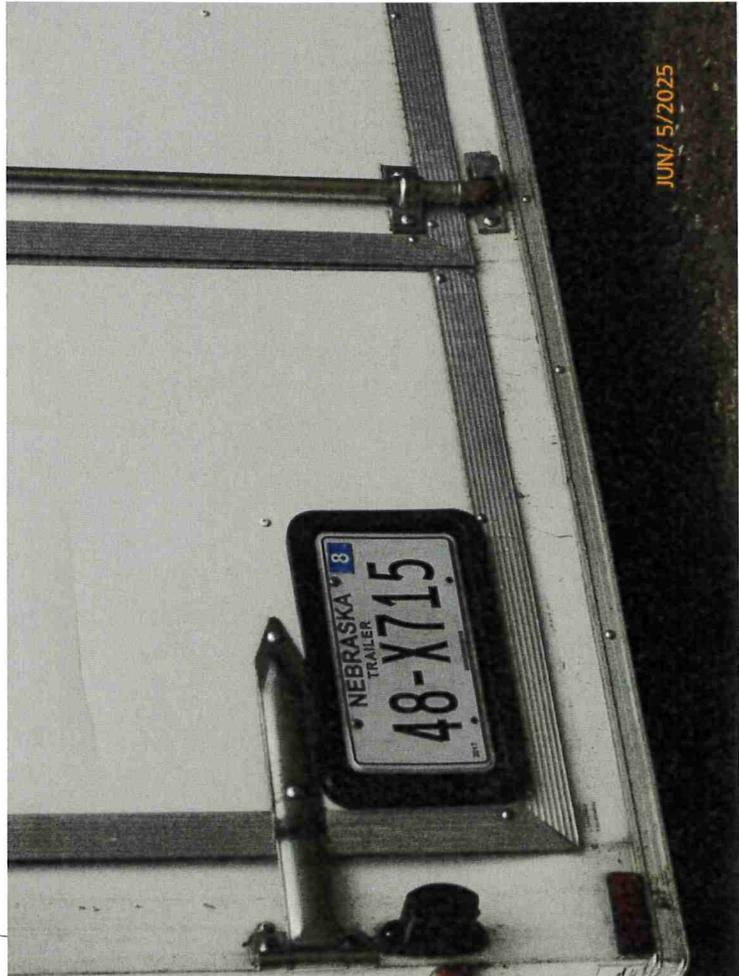
APR 27 2025

2025 MCC 22 – 102 E 10TH ST

Unsecure structure, scrap wood

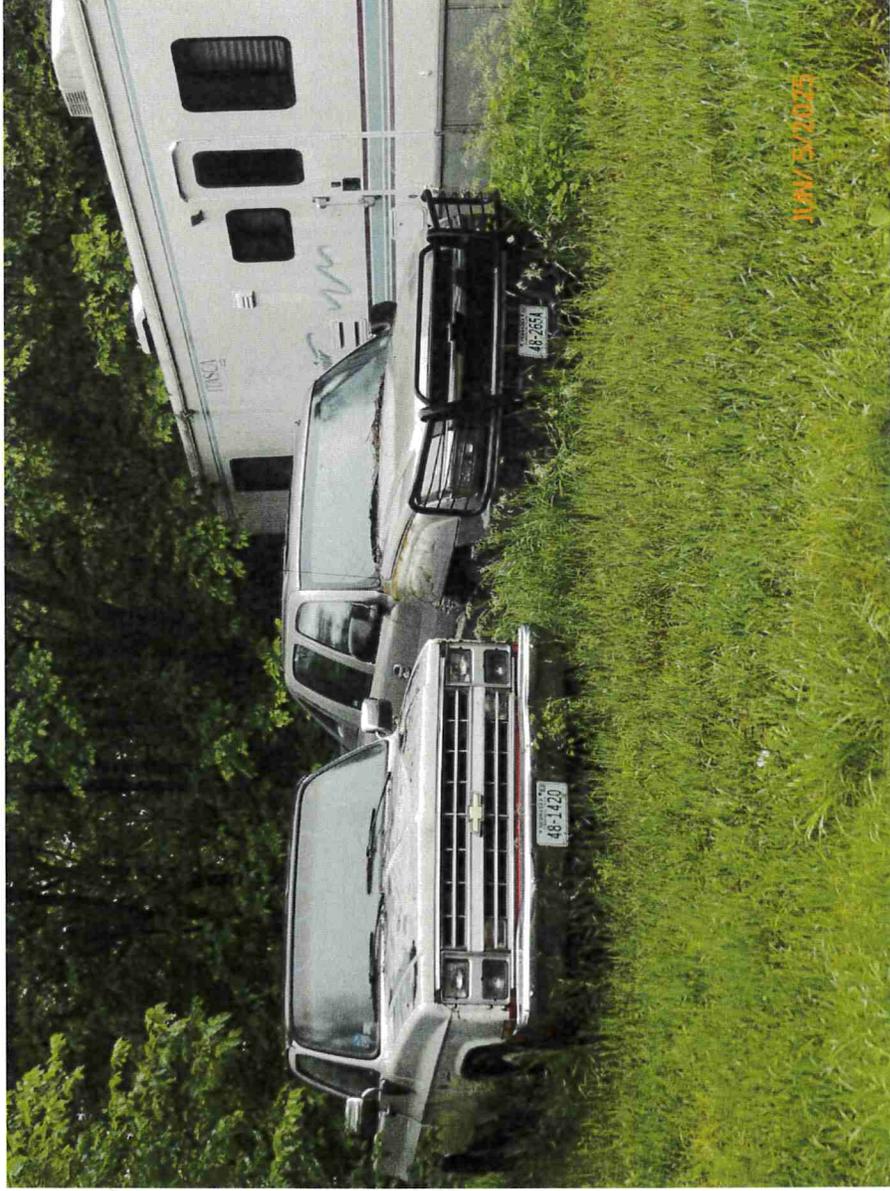


Unlicensed vehicles





2025 MCC 23 – PID 001741700

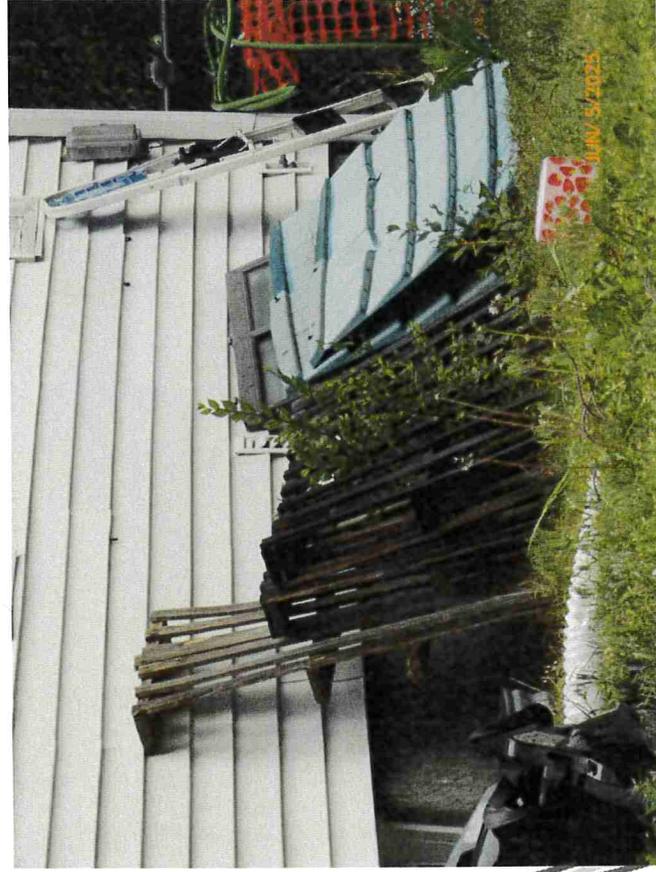


Unlicensed Vehicles

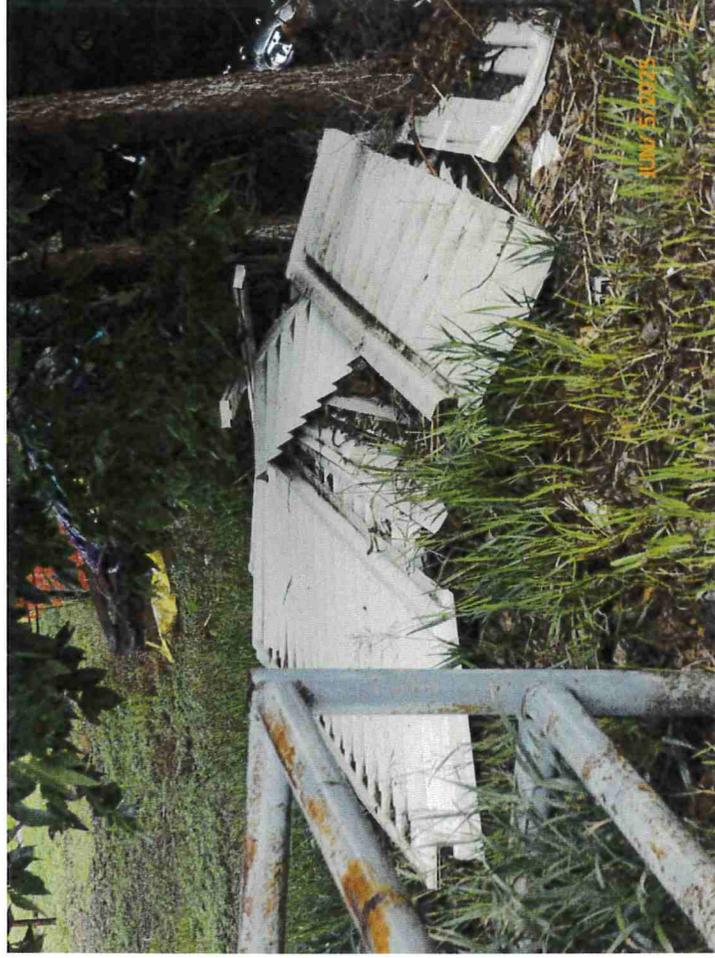
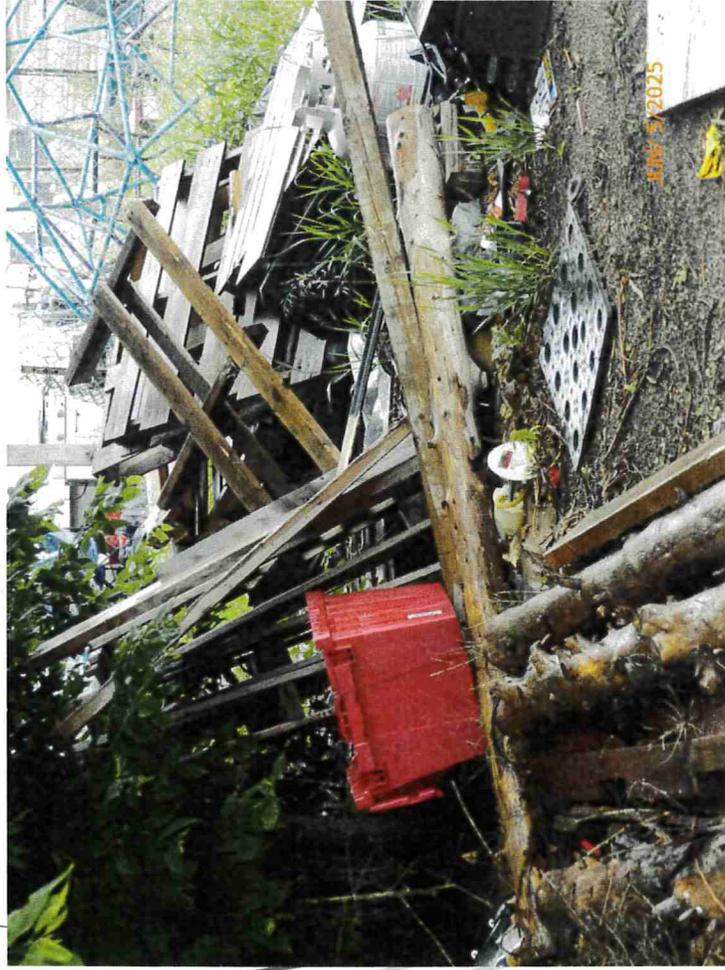


2025 MCC 24 – 111 E 10TH ST

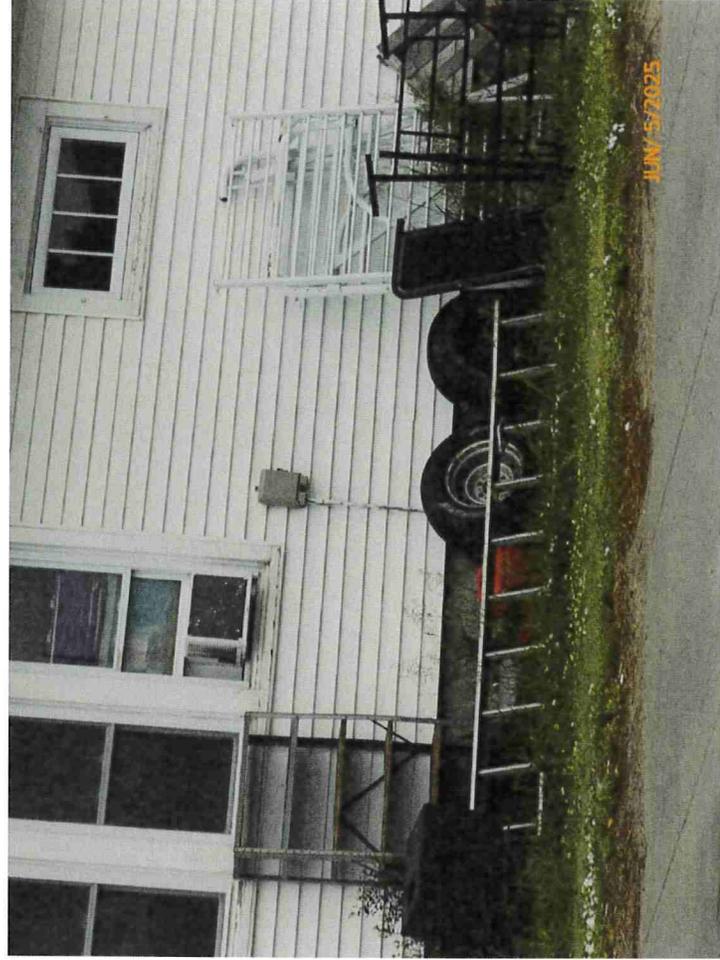
Pallets, buckets, discarded home goods



Pallets, scrap wood, receptacle, discarded materials



Tires, Pallets,. Scrap metal, discarded home goods

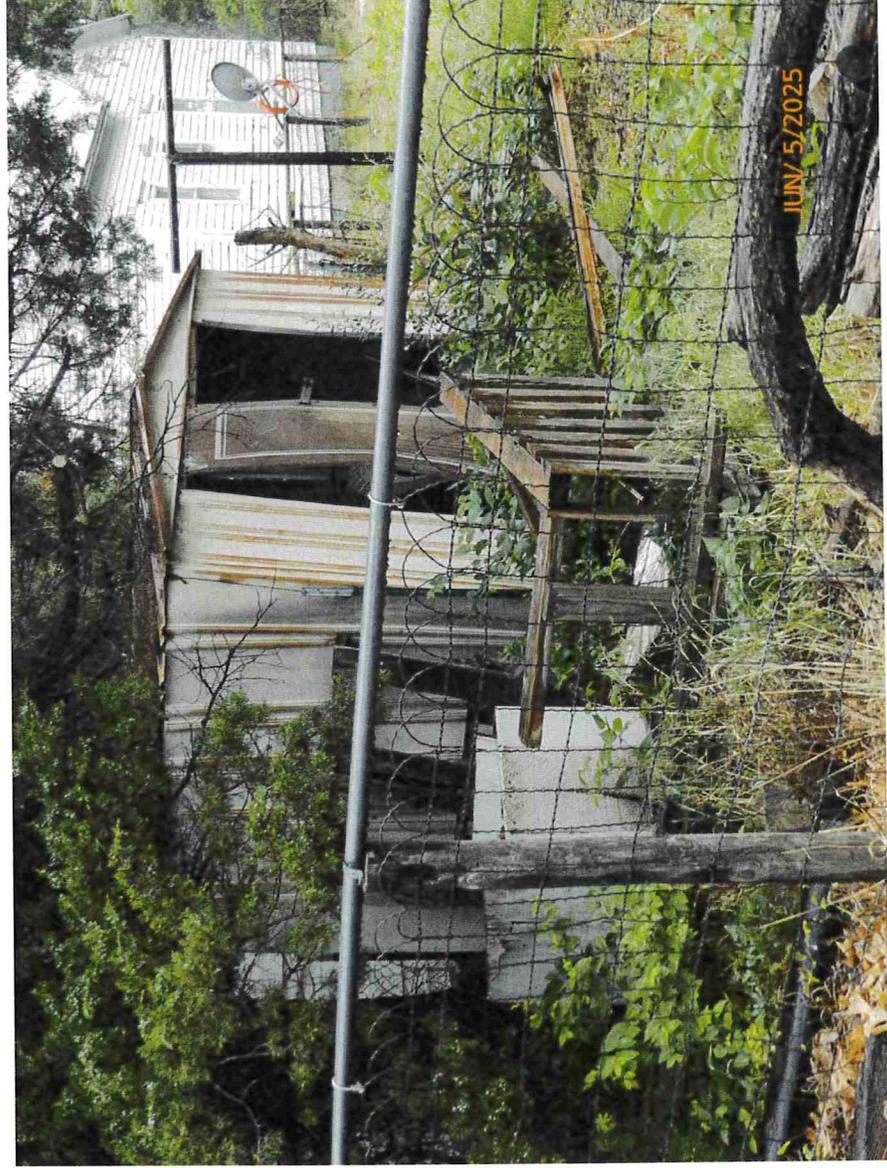


2025 MCC 26 – 105 E 10TH ST

Window frame, scrap wood, discarded goods



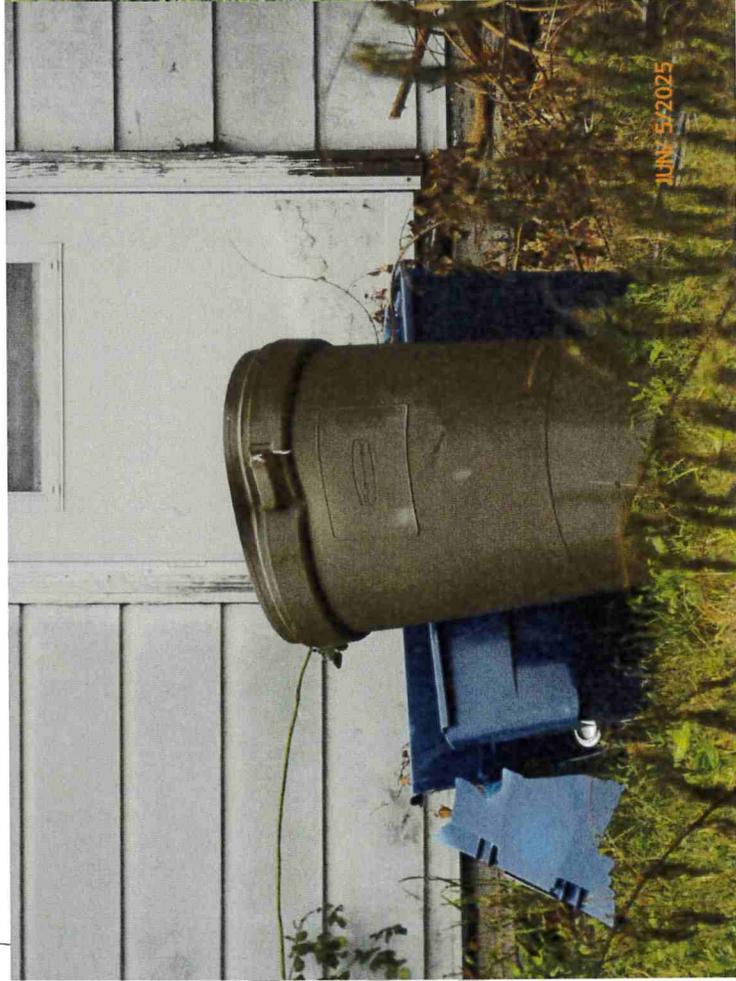
2025 MCC 27 – 103 E 10TH ST



Unsecure
Structure

Scrap wood

Receptacles, Tires



2025 MCC 30 – 108 E 11TH ST

Scrap wood, Yard debris, broken bricks

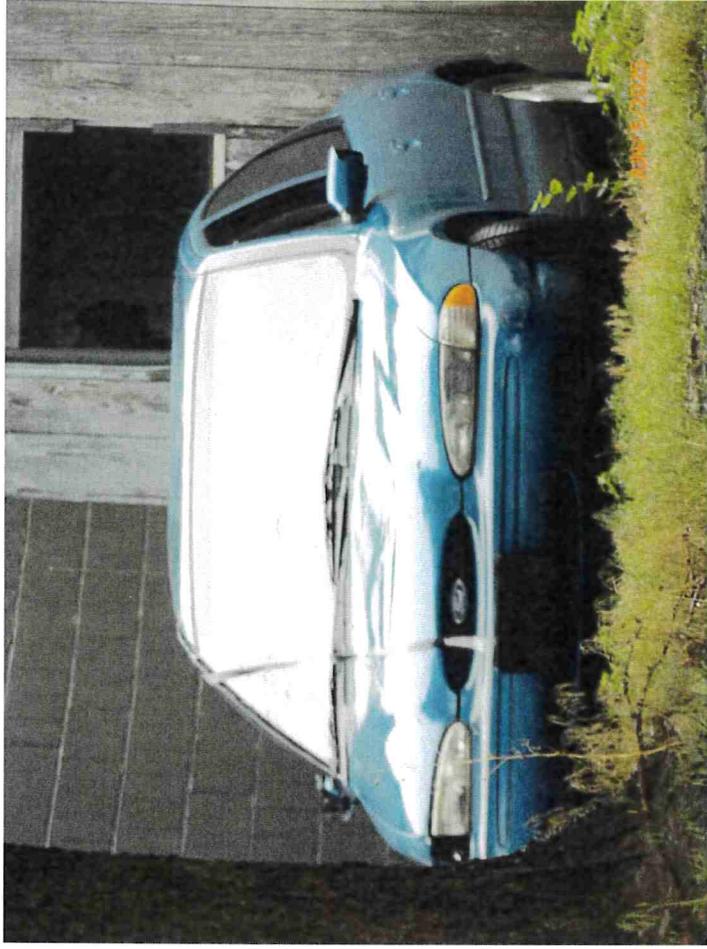


2025 MCC 35 – 1104 E A ST



Discarded
Home Goods

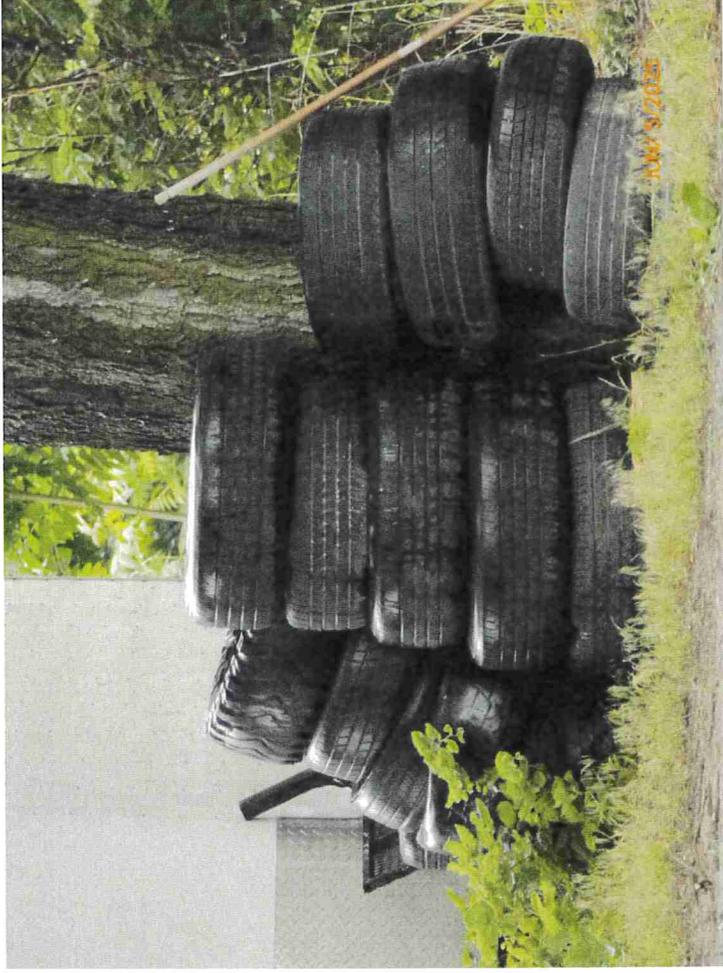
Unlicensed Vehicles



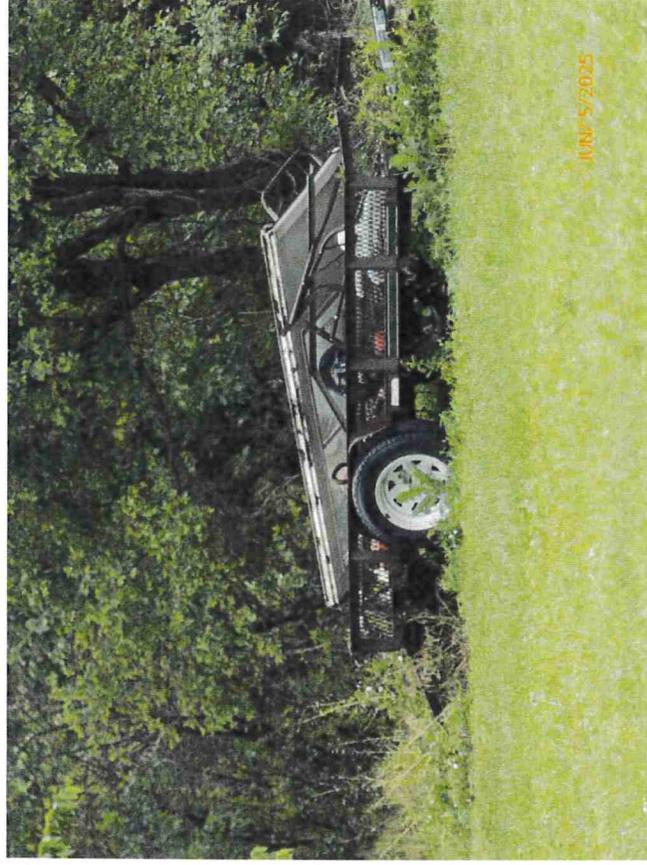
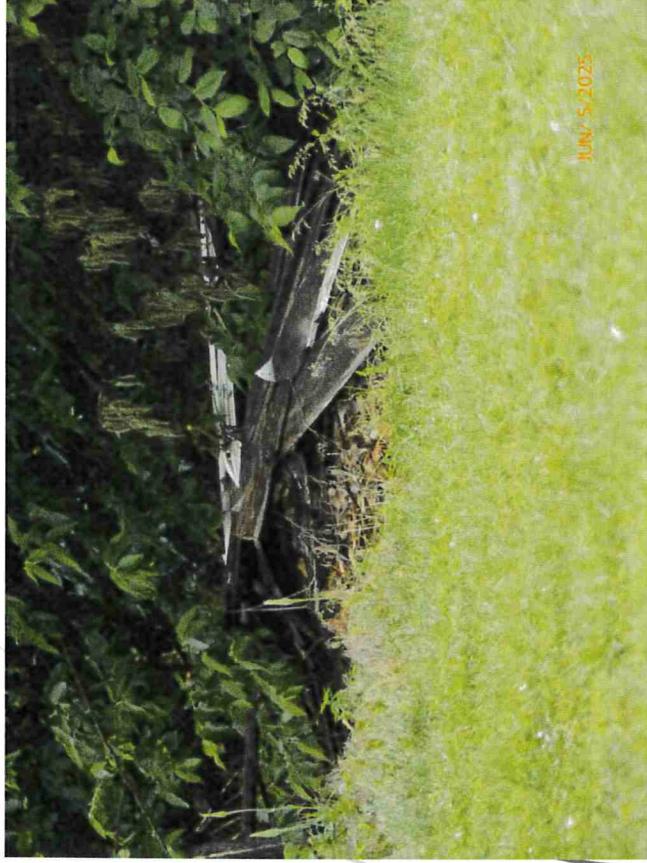
Discarded goods, scrap wood



Barrel, Scrap wood, tires



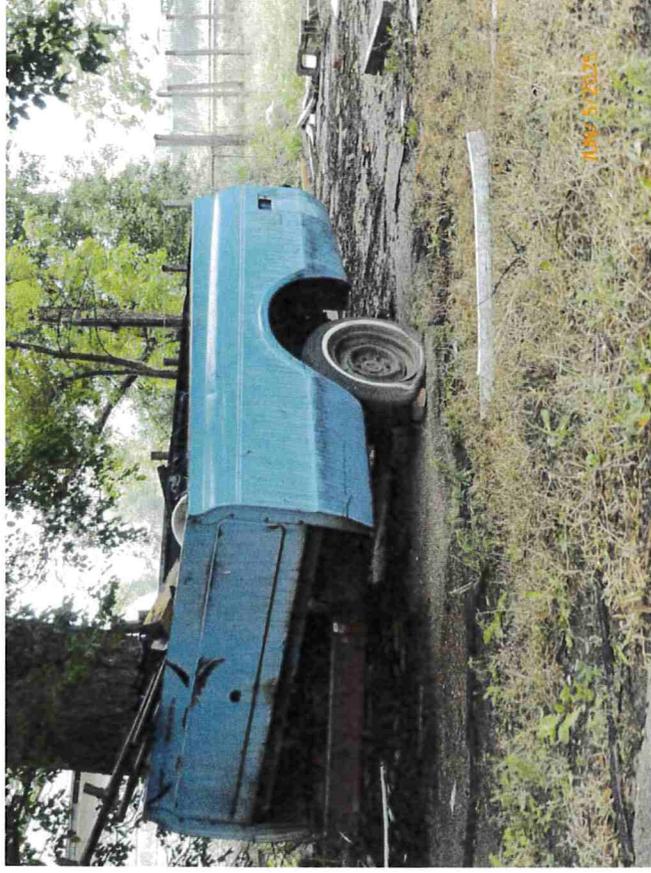
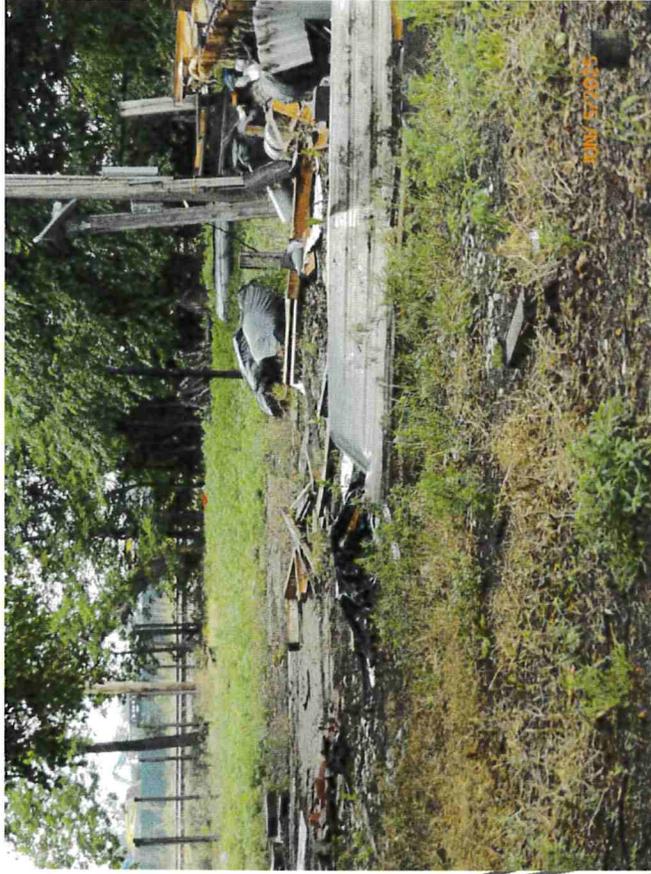
2025 MCC 36 – 1212 EAST



2025 MCC 41 – 1304 E A ST

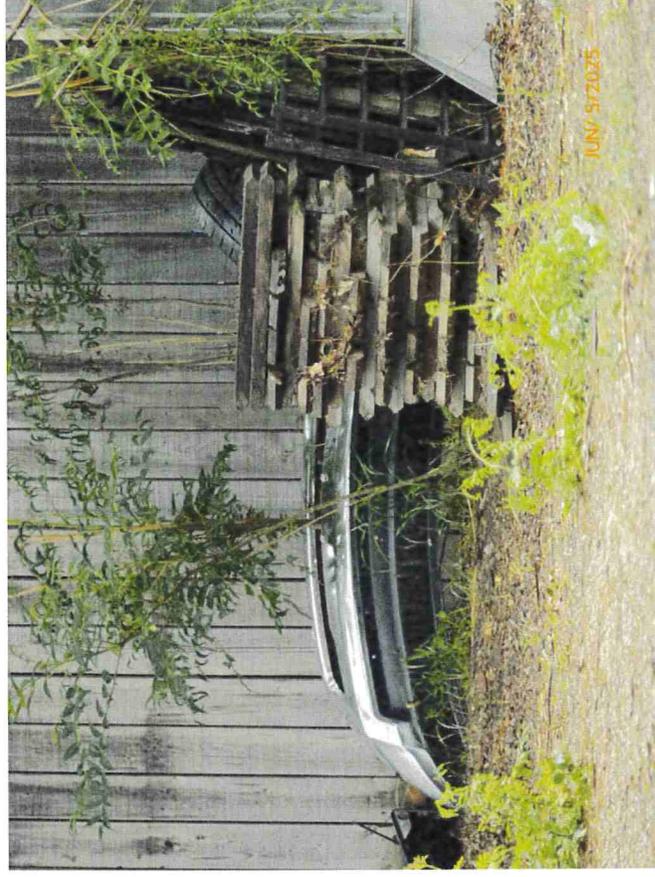
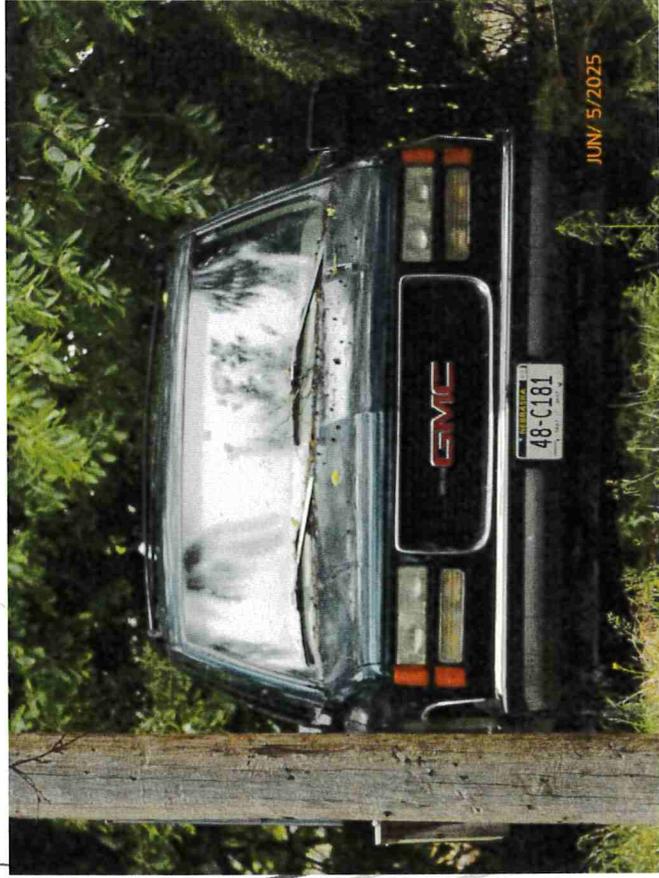


Scrap wood, discarded materials, inoperable vehicle

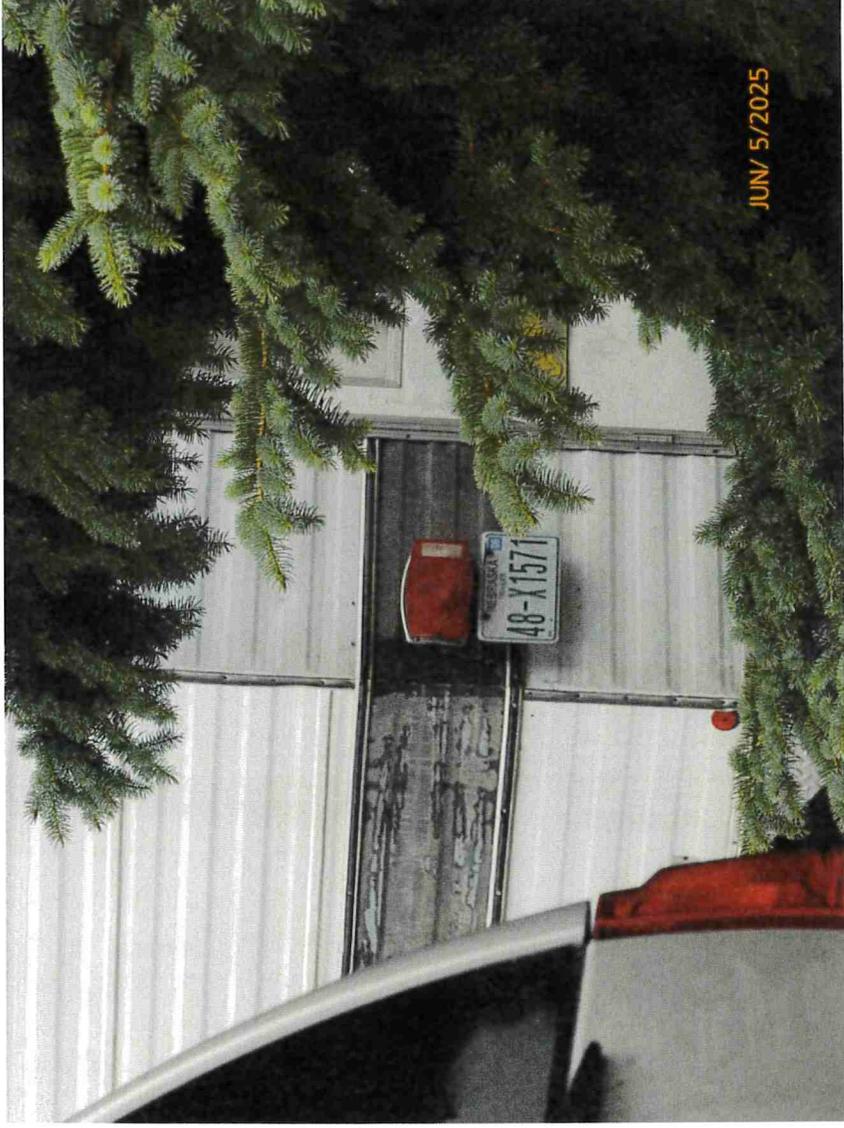


2025 MCC 43 – 1318 E A ST

Unlicensed vehicle, scrap wood, discarded auto parts

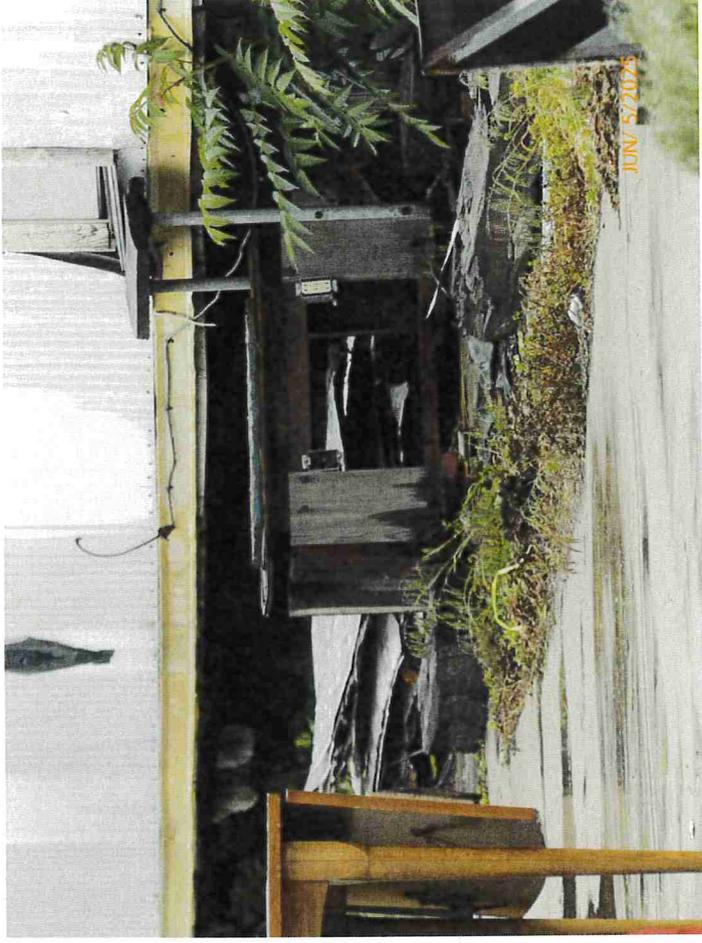
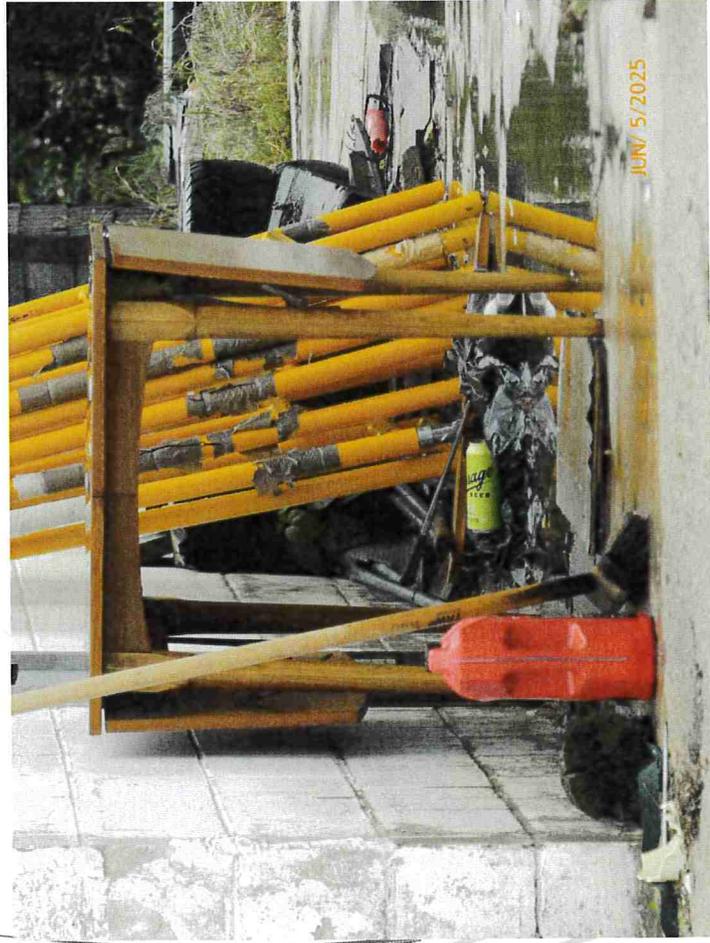


2025 MCC 44 – 1322 E A ST



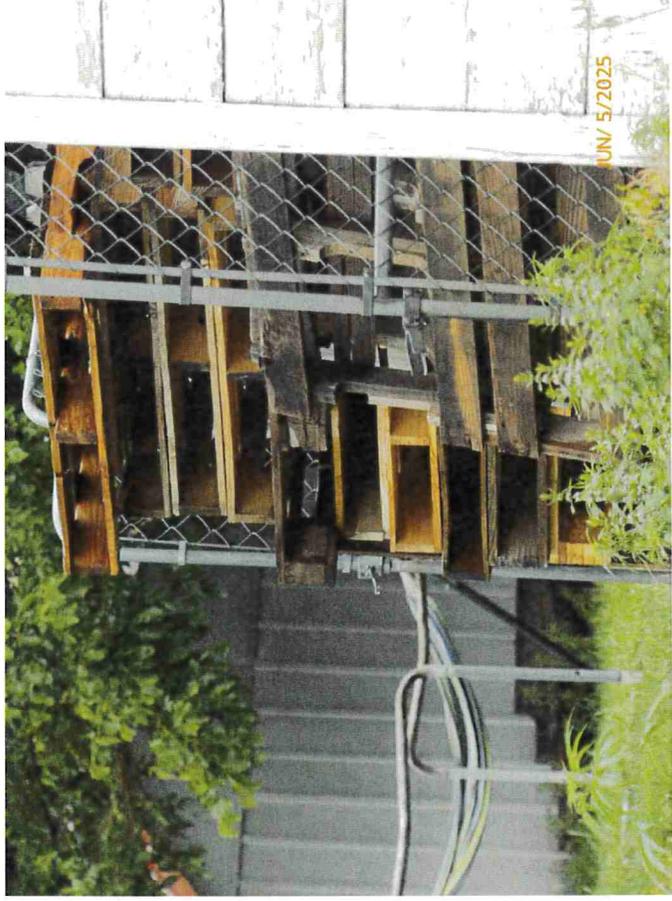
Unlicensed
vehicle

Discarded furniture, scrap wood, home goods

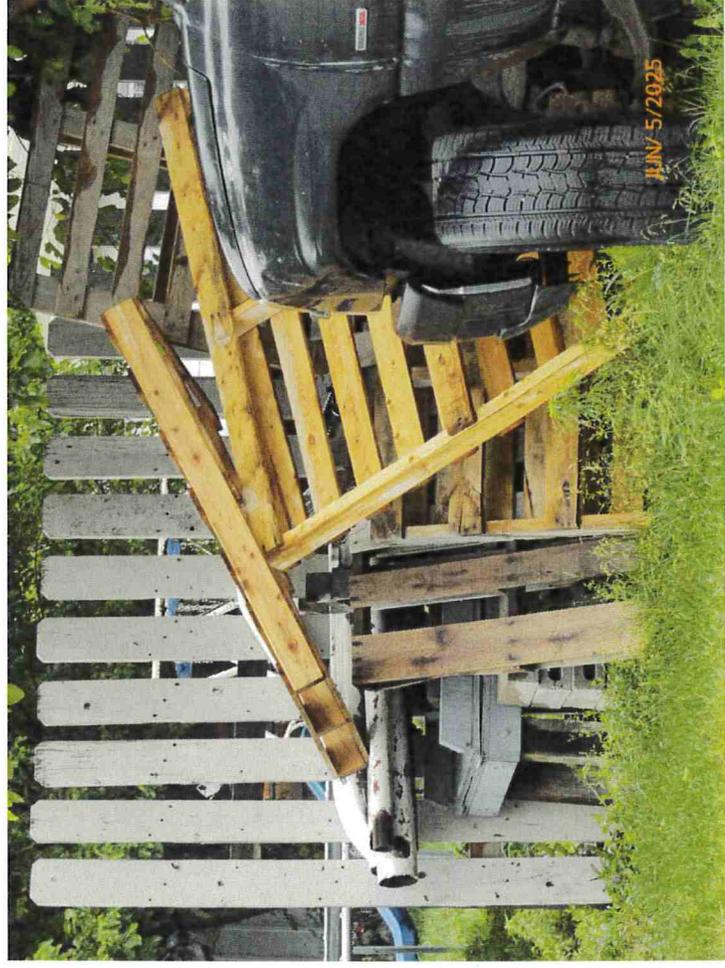
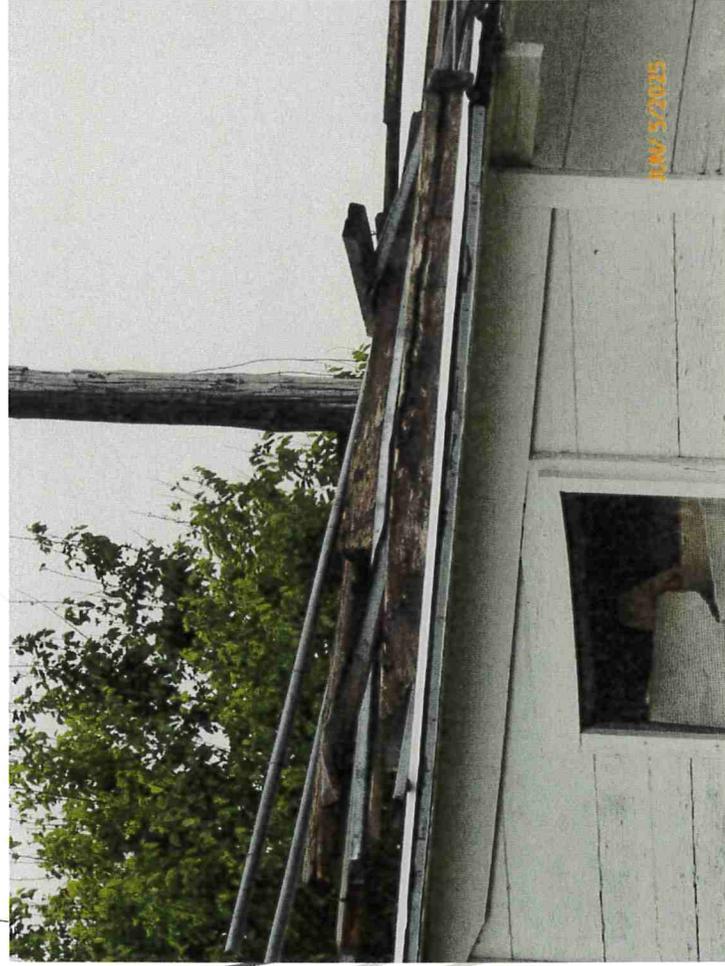


2025 MCC 46 – 1319 EAST

Discarded home goods, pallets



Scrap wood and metal



Unlicensed vehicles



Discarded home goods and broken cement



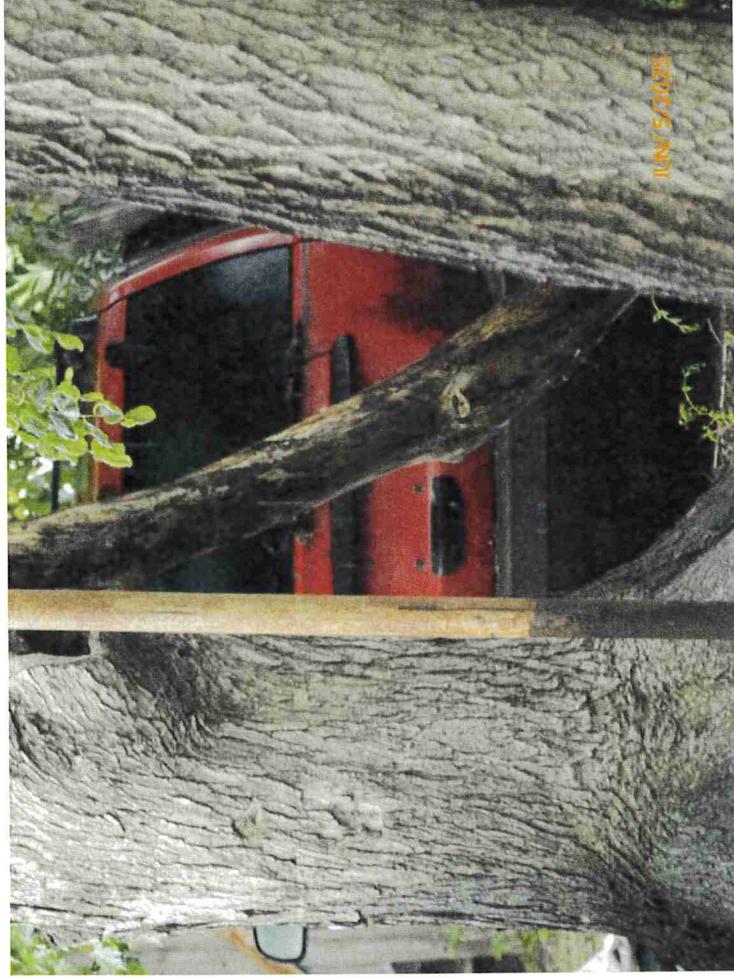
2025 MCC 48 – 1315 EAST

Broken Cement and unlicensed vehicle



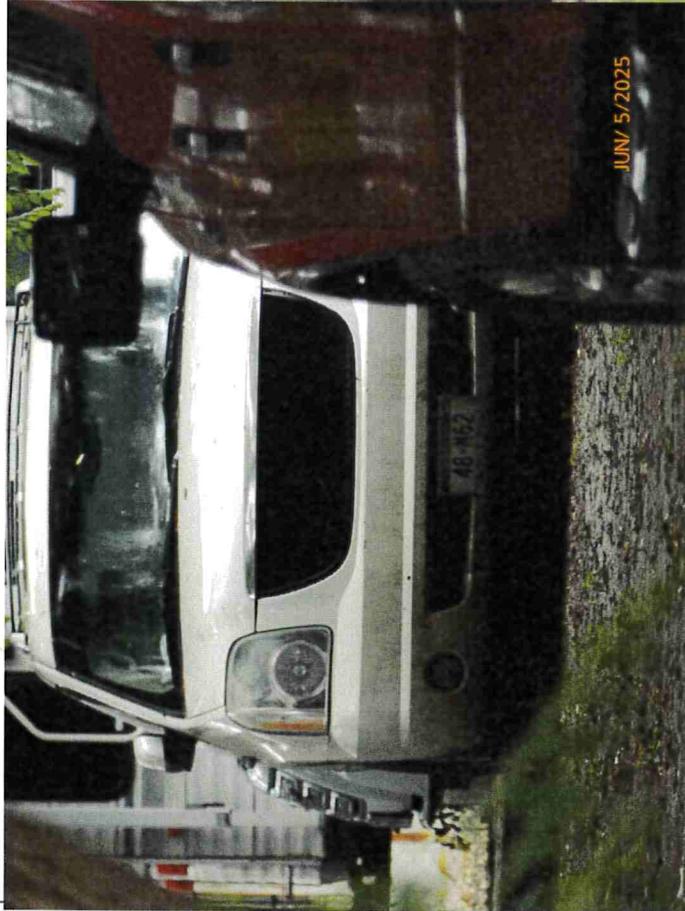
2025 MCC 49 – 1309 E A ST

Unlicensed Vehicle



2025 MCC 50 – 1307 E A ST

Unlicensed vehicle



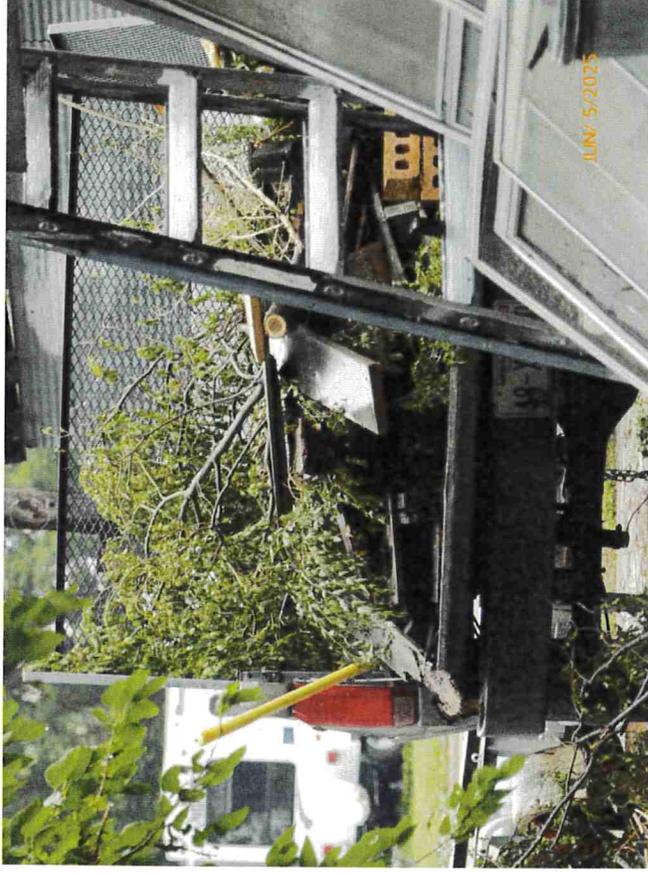
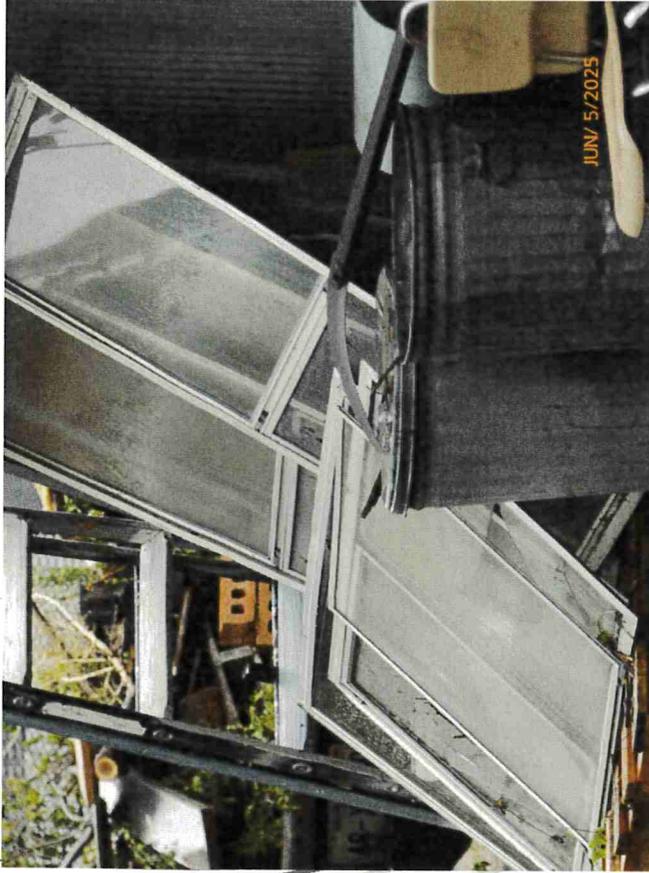
2025 MCC 51 – 1305 E A ST

Yard Debris and Scrap wood



2025 MCC 52 – 1303 E A ST

Discarded goods, barrels, windows, scrap wood, metal and yard debris



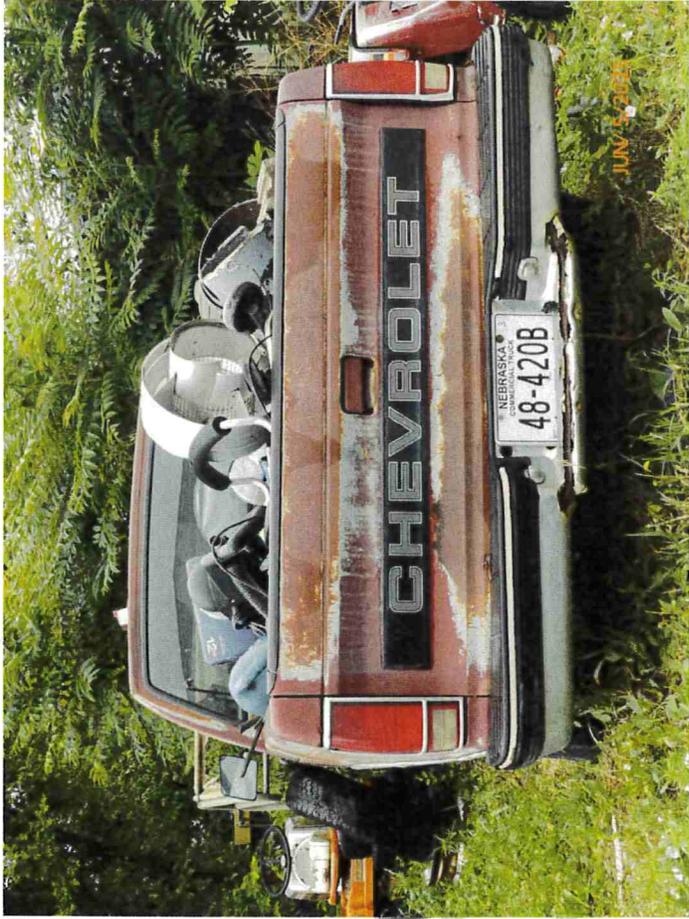
2025 MCC 53 – 1301 E A ST

Pallets and unlicensed vehicle

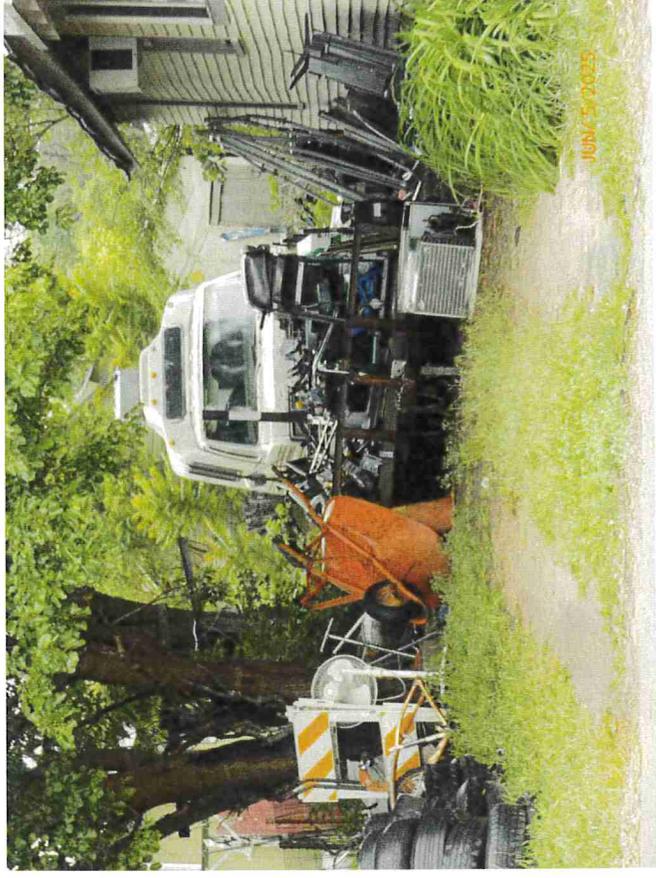


2025 MCC 55 – 1320 E B ST

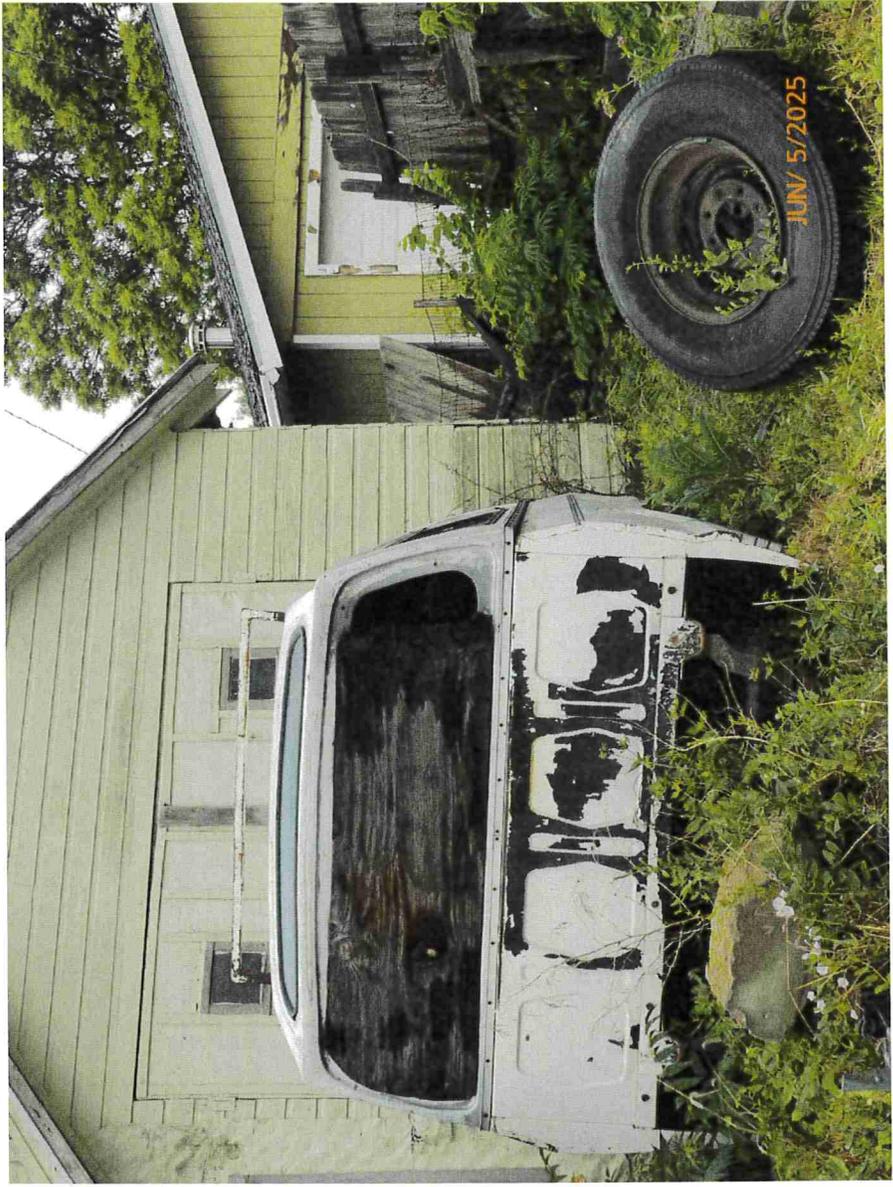
Unlicensed vehicle, Tires



Scrap wood to include pallets, discarded home goods, scrap metal, fires, appliances

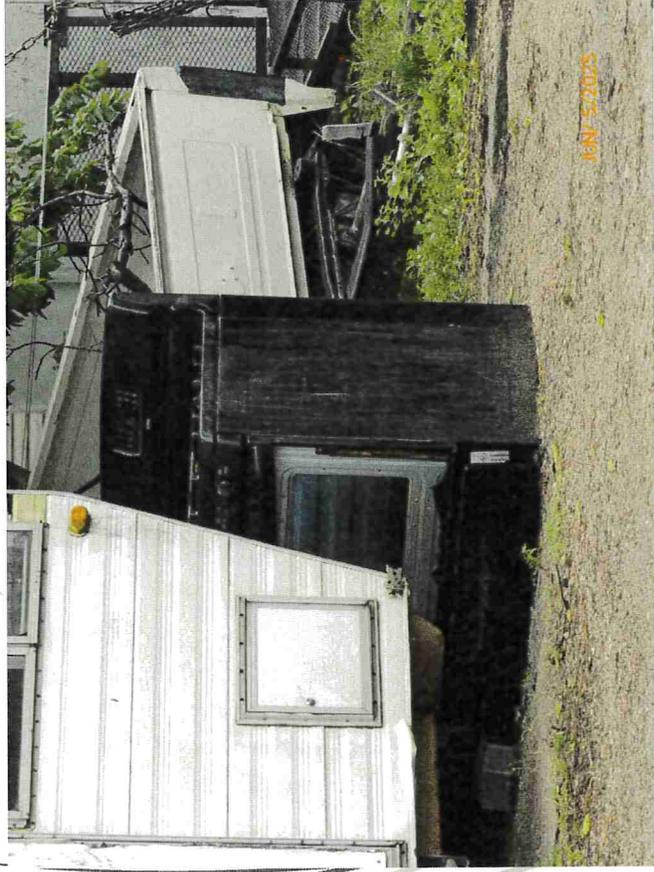


Inoperable vehicle, Tires

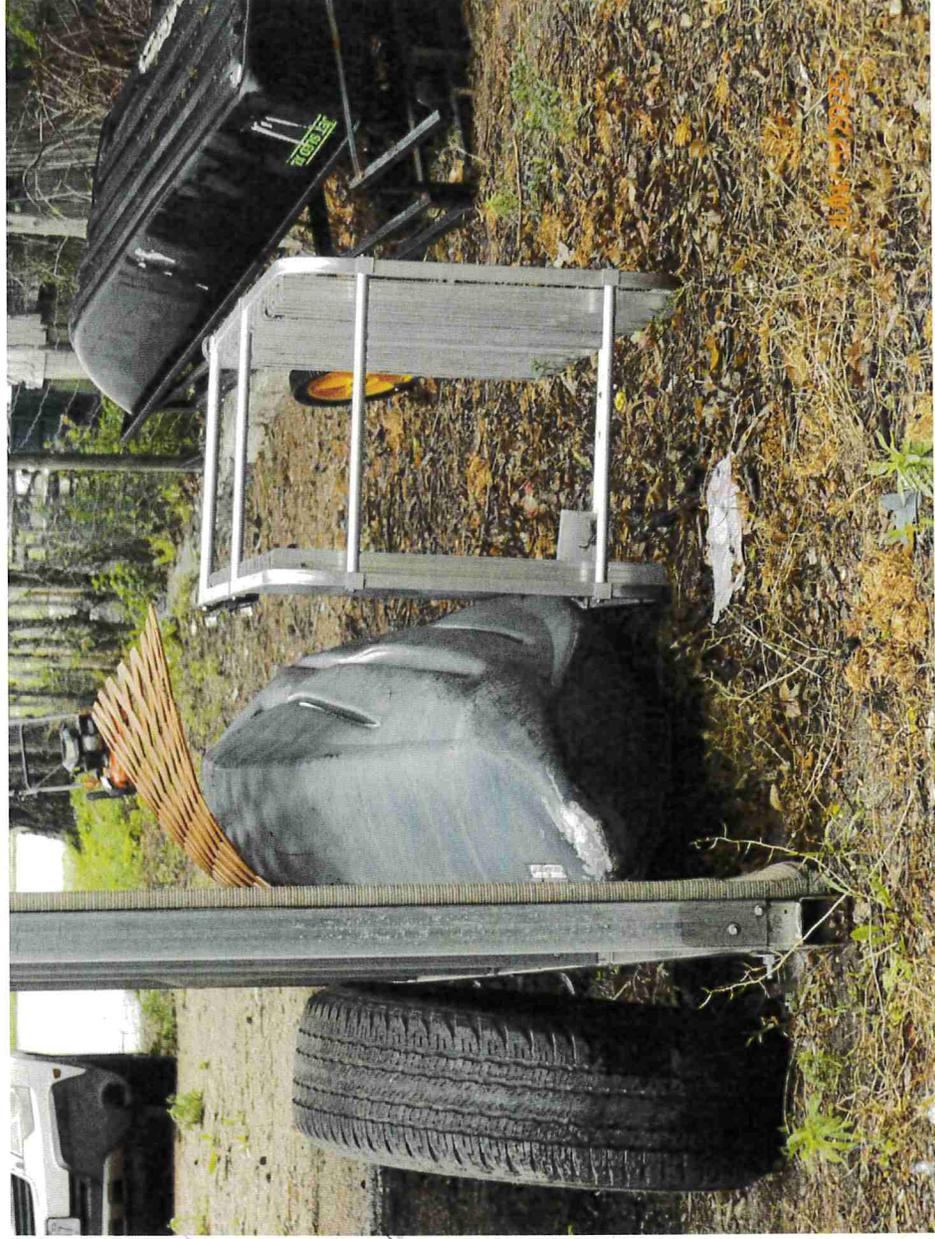


2025 MCC 56 – 1312 E B ST

Discarded appliance, Unlicensed vehicle



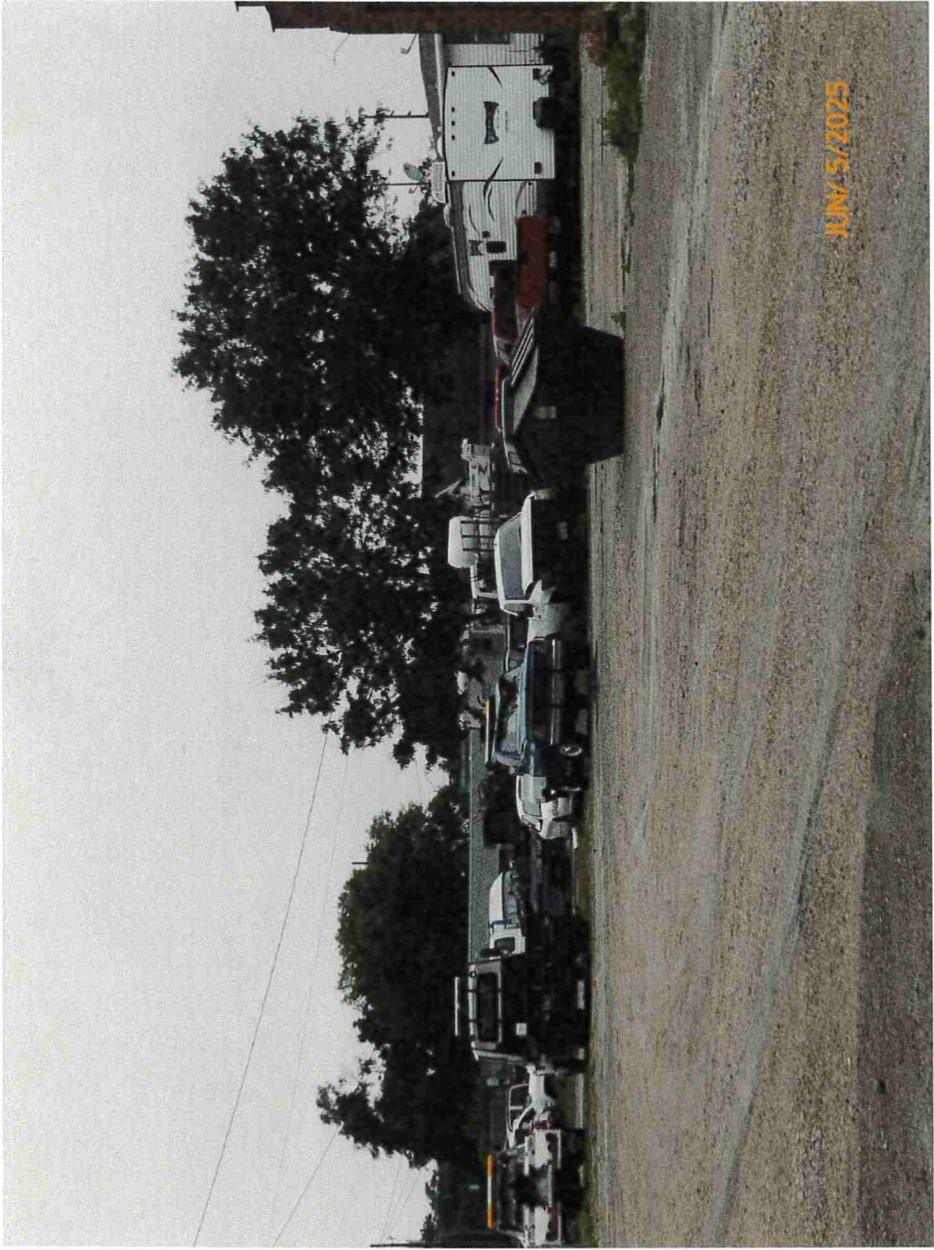
2025 MCC 58 – 1308 E B ST



Scrap wood
Scrap metal
Tire

2025 MCC 61 – 1226 E B ST

Inoperable
vehicles



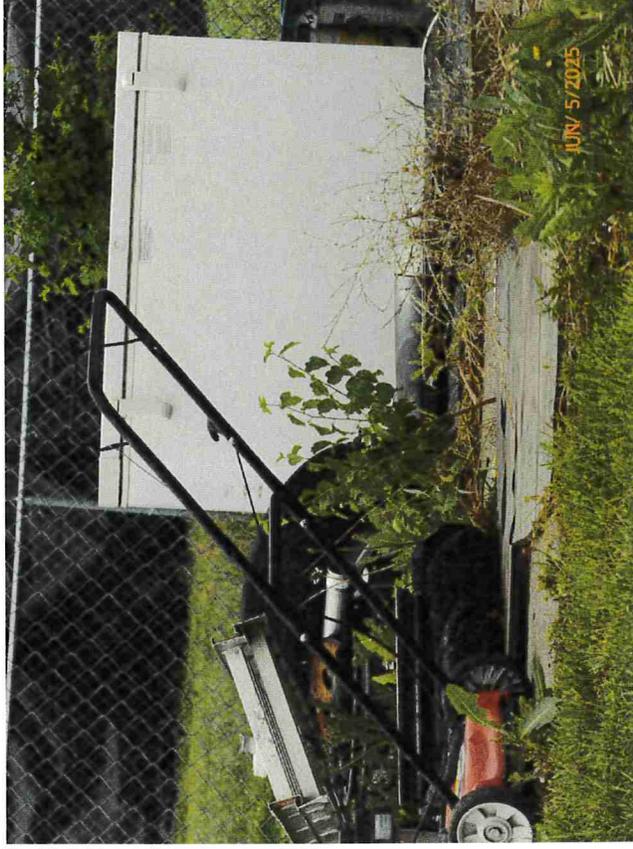
2025 MCC 64 – 1204 E B ST

Inoperable vehicles, buckets, discarded auto parts

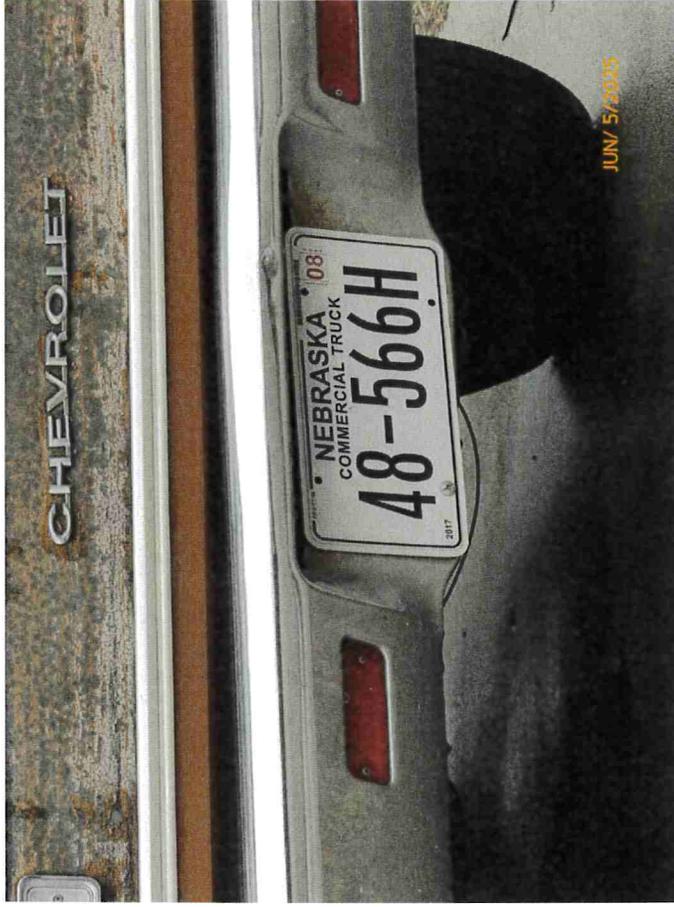
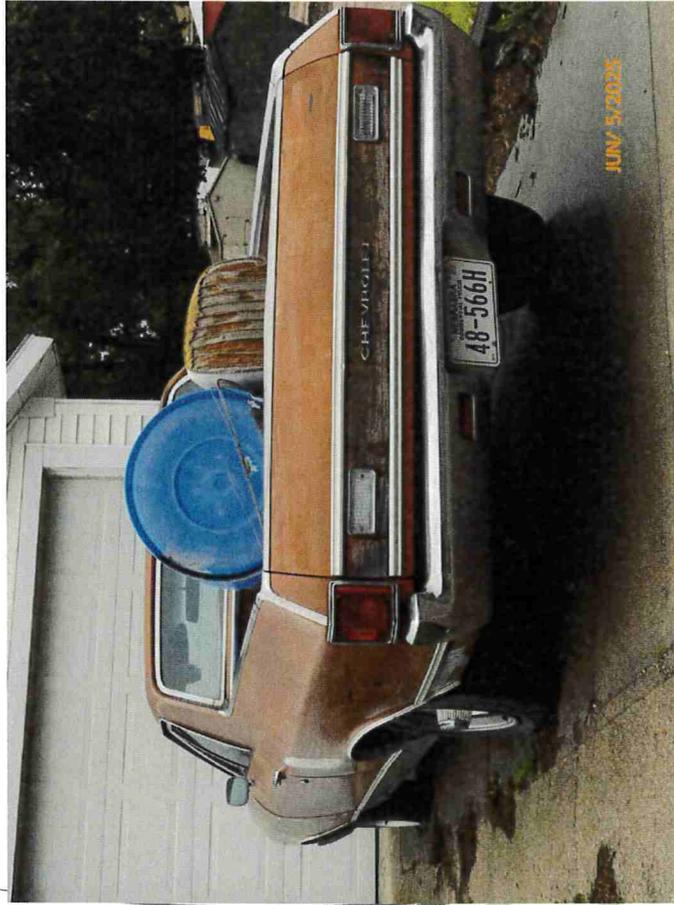


2025 MCC 65 – 1202 E B ST

Tires, discarded appliances, scrap wood

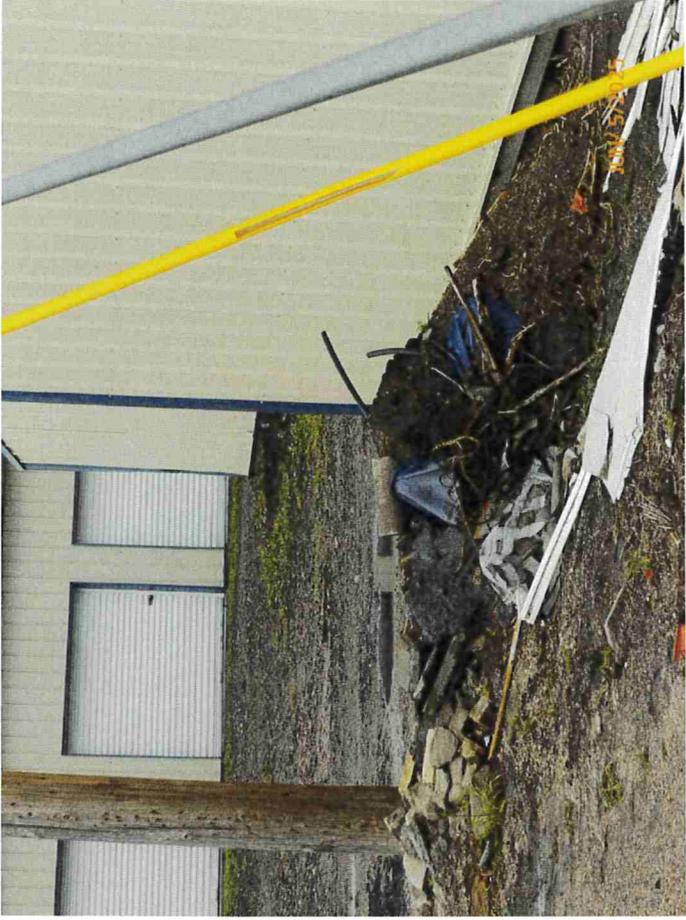


Discarded goods, unlicensed vehicle



2025 MCC 66 – 1201 E B ST

Discarded materials, debris, bricks



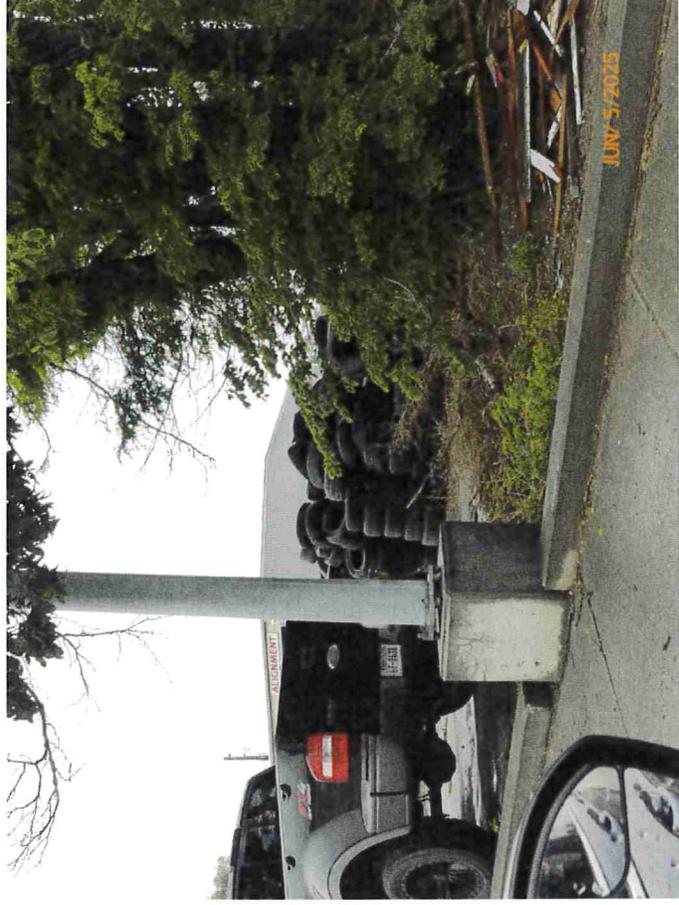
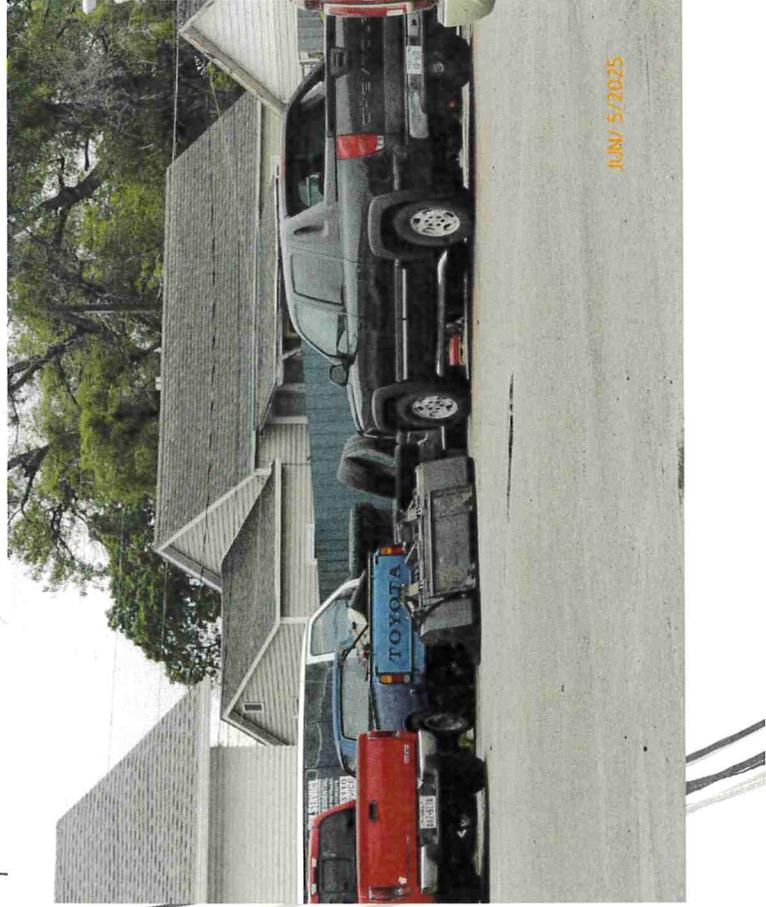
2025 MCC 68 – PID 001732600



Unsecure
Structure

2025 MCC 69 – 1211 E B ST

Tires



Discarded auto parts, discarded goods

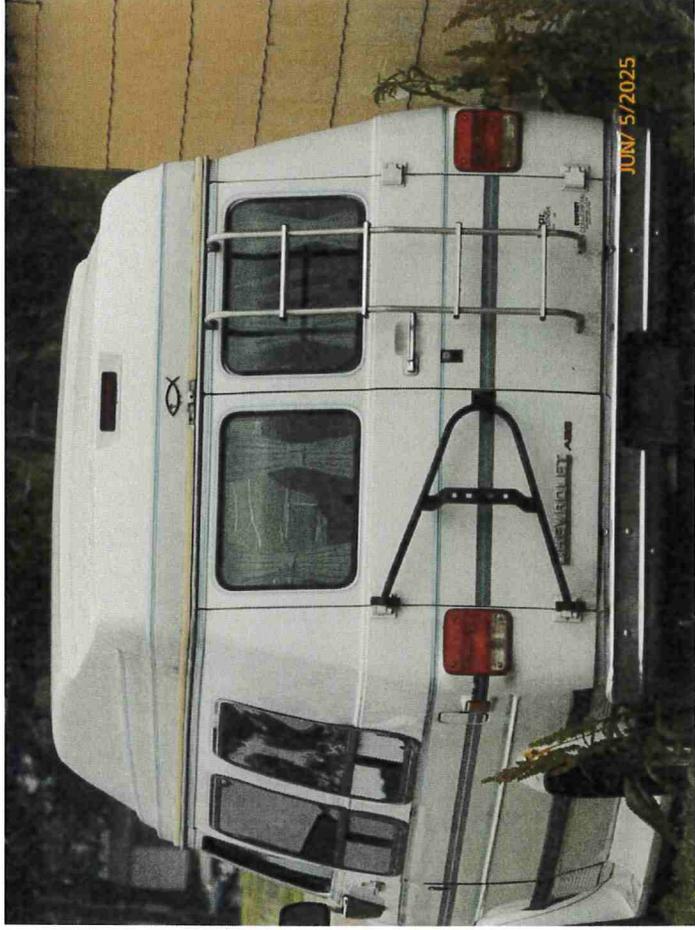


2025 MCC 70 – 206 E 13th ST

Scrap wood
Scrap metal

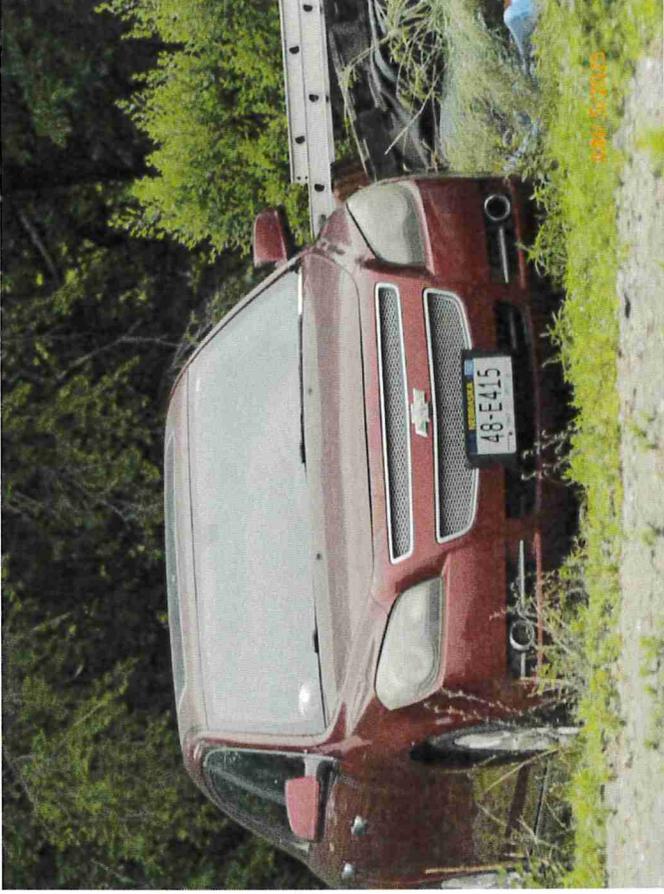
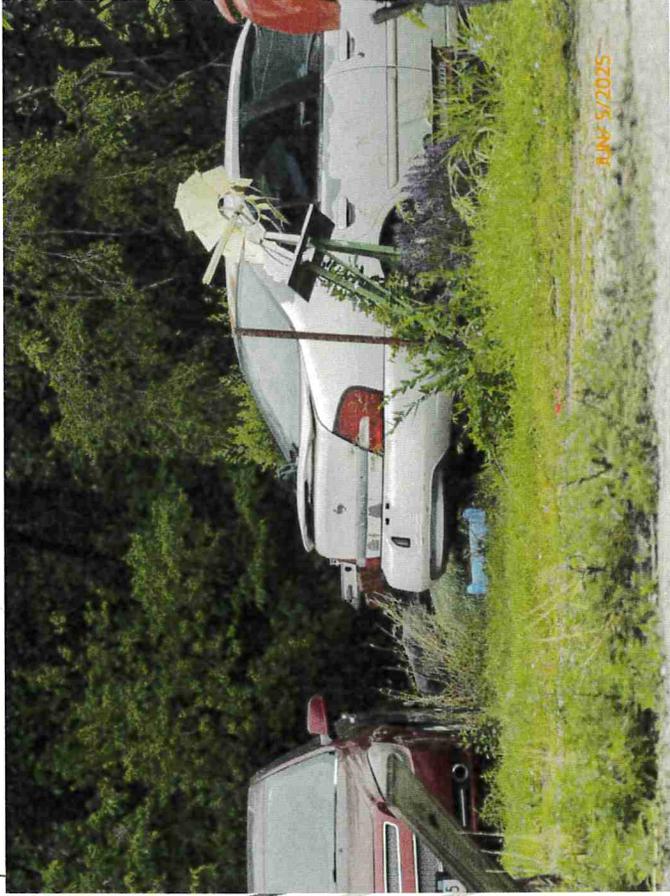


Unsecure structure and unlicensed vehicle



2025 MCC 73 – 1313 E B ST

Unlicensed vehicles

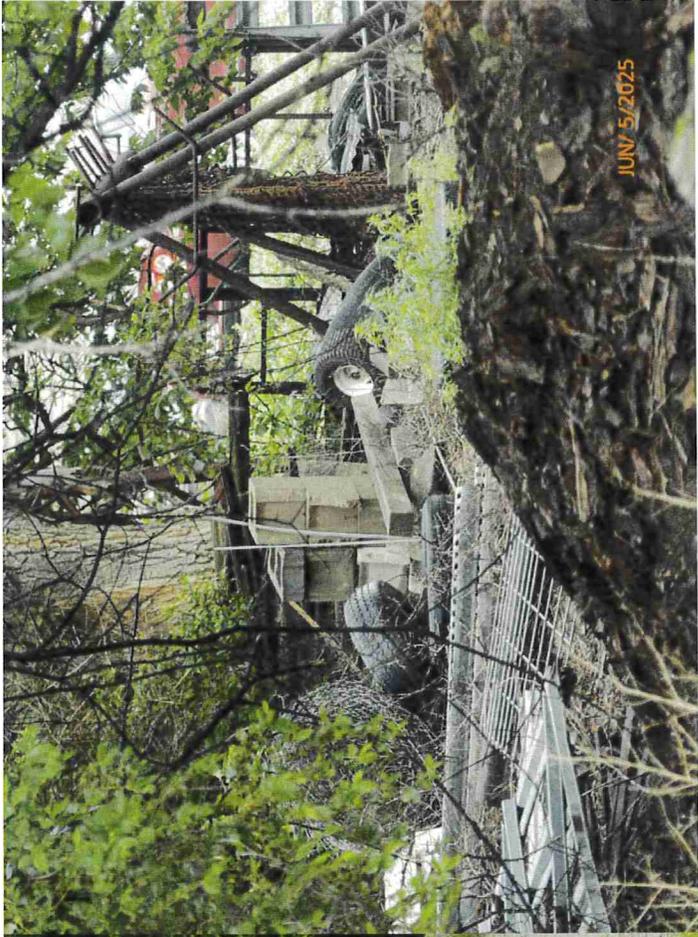
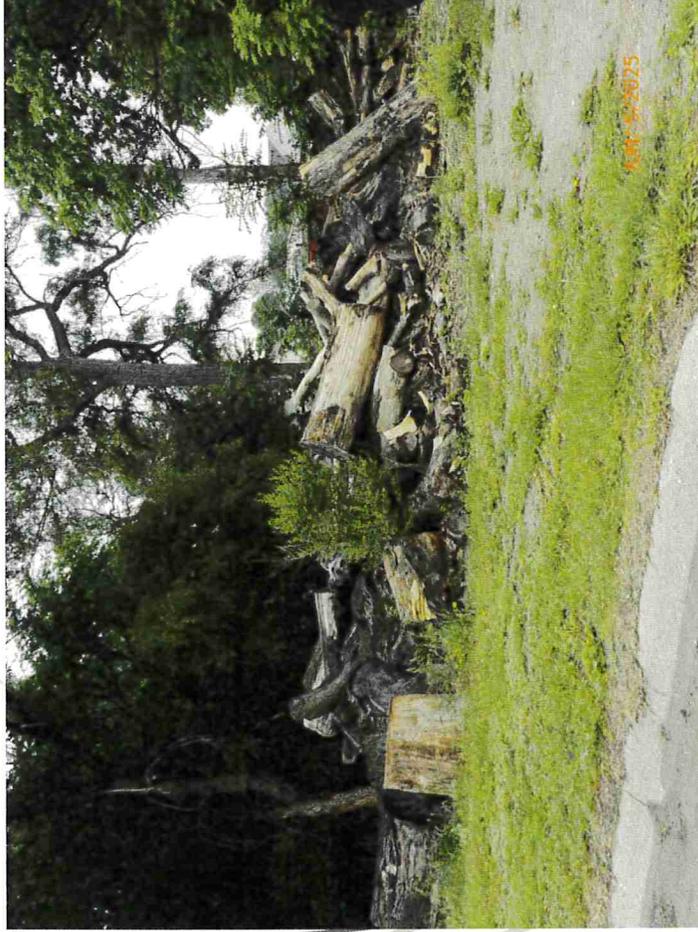


Discarded goods, window frames, scrap wood, buckets and barrels



2025 MCC 74 – PID 001730200

Scrap wood, metal, tires, cement blocks



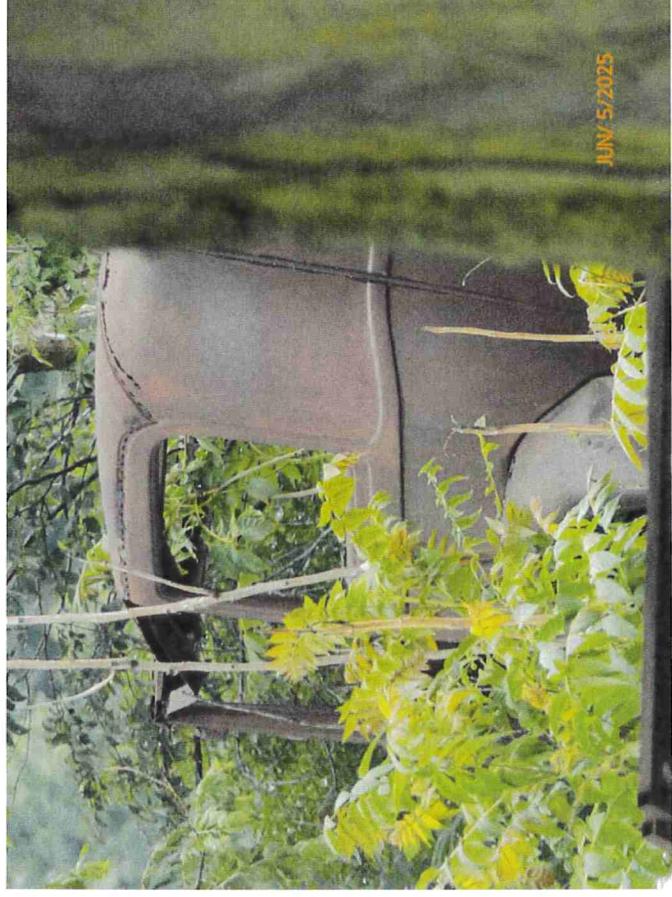
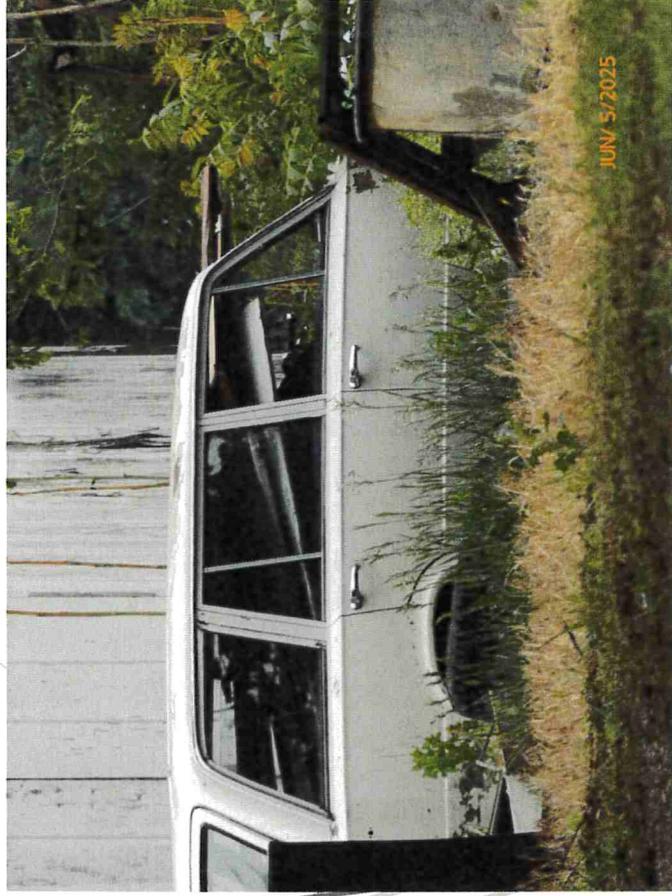
2025 MCC 77 – 1400 E C ST



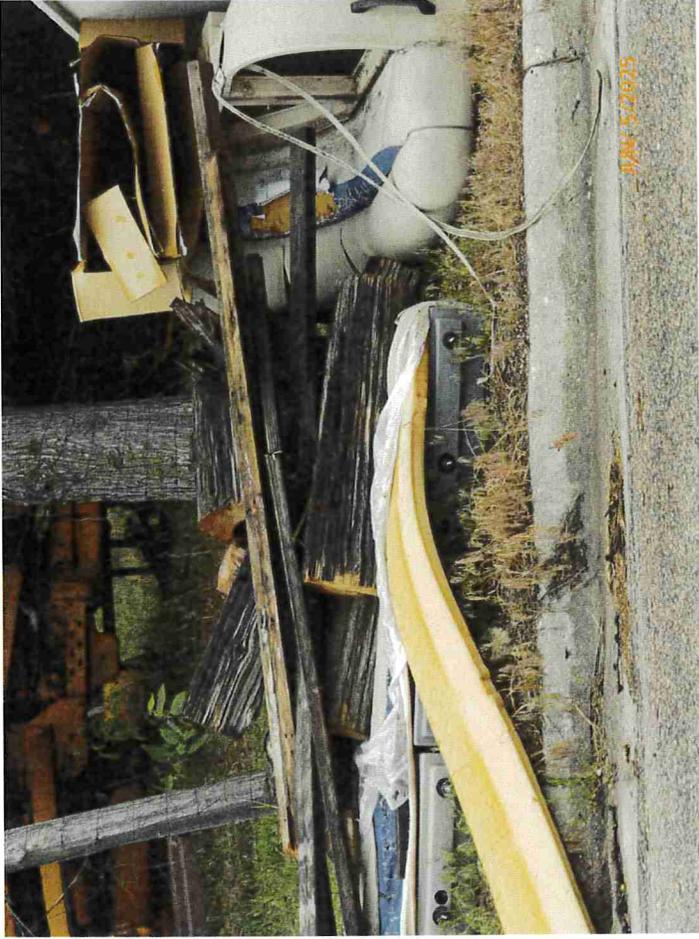
Scrap
wood

2025 MCC 80 – 1602 E C ST

Inoperable Vehicles

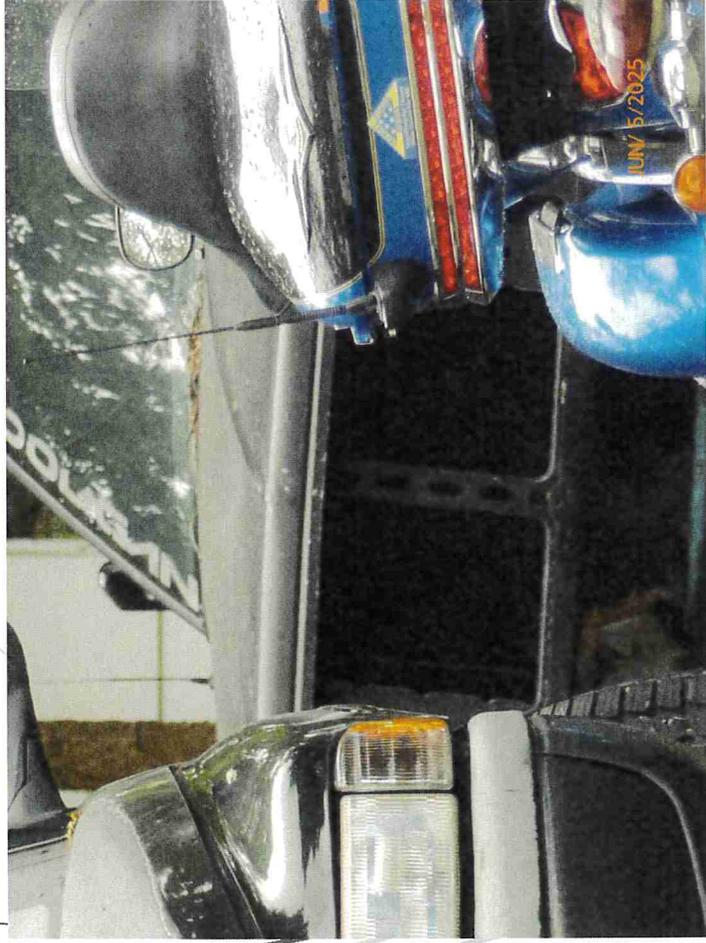


Tires, Scrap wood, discarded goods, appliances

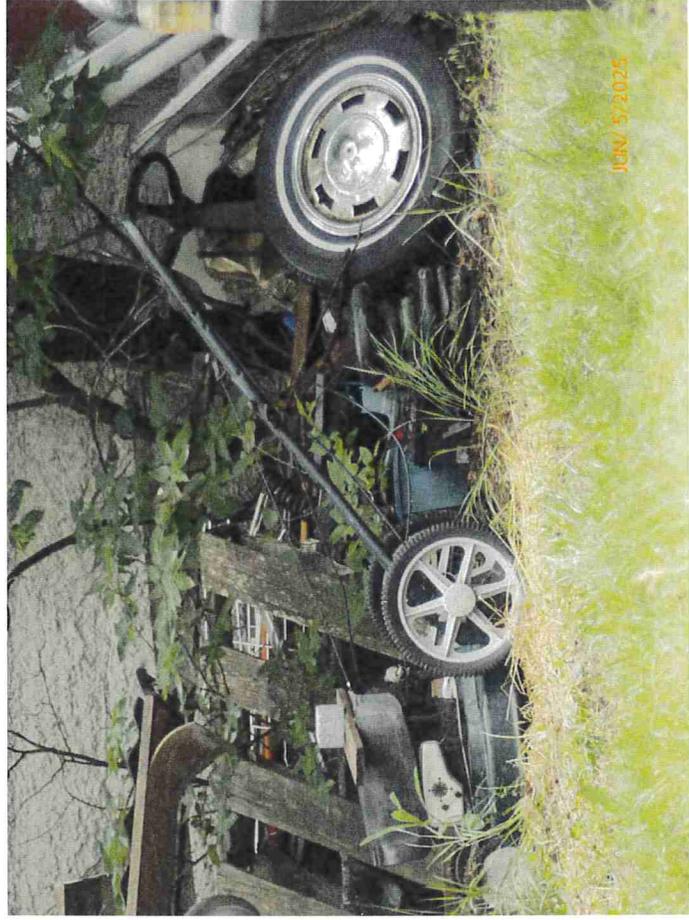
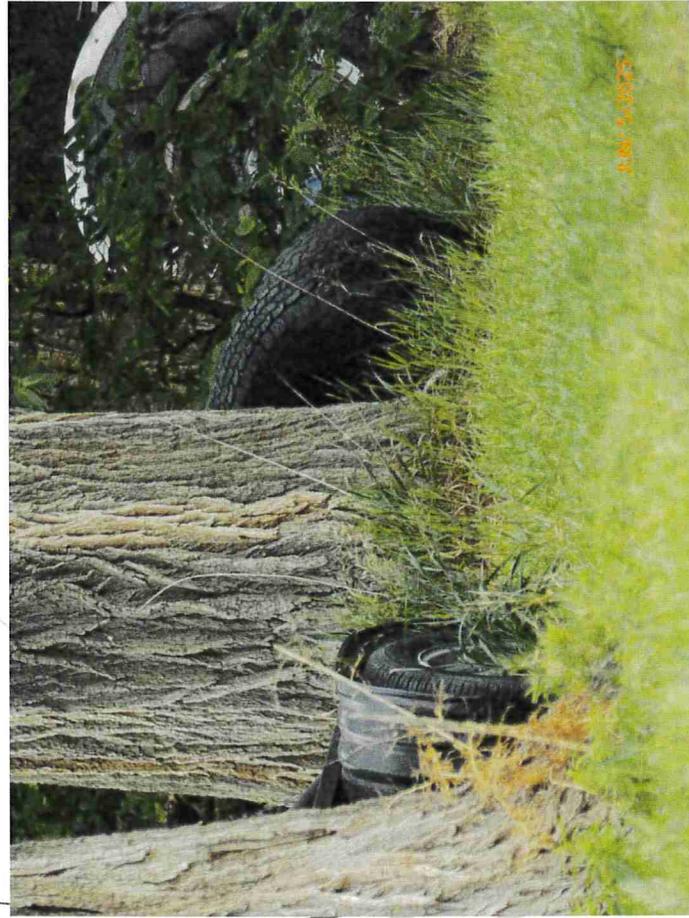


2025 MCC 86 – 1004 Ravenswood RD.

Unlicensed Vehicle, yard debris

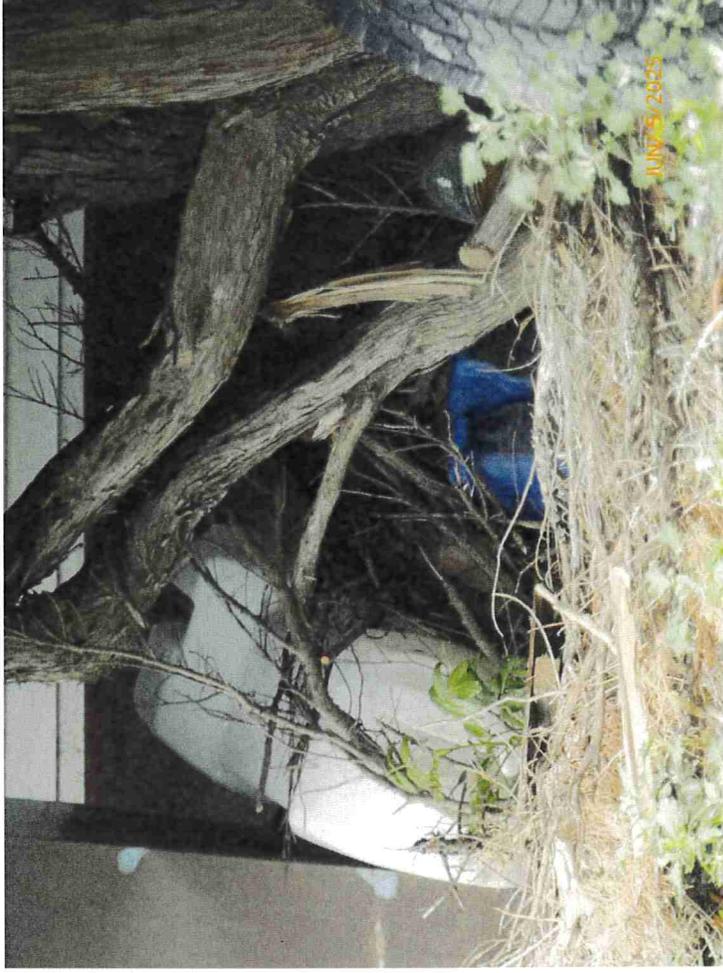
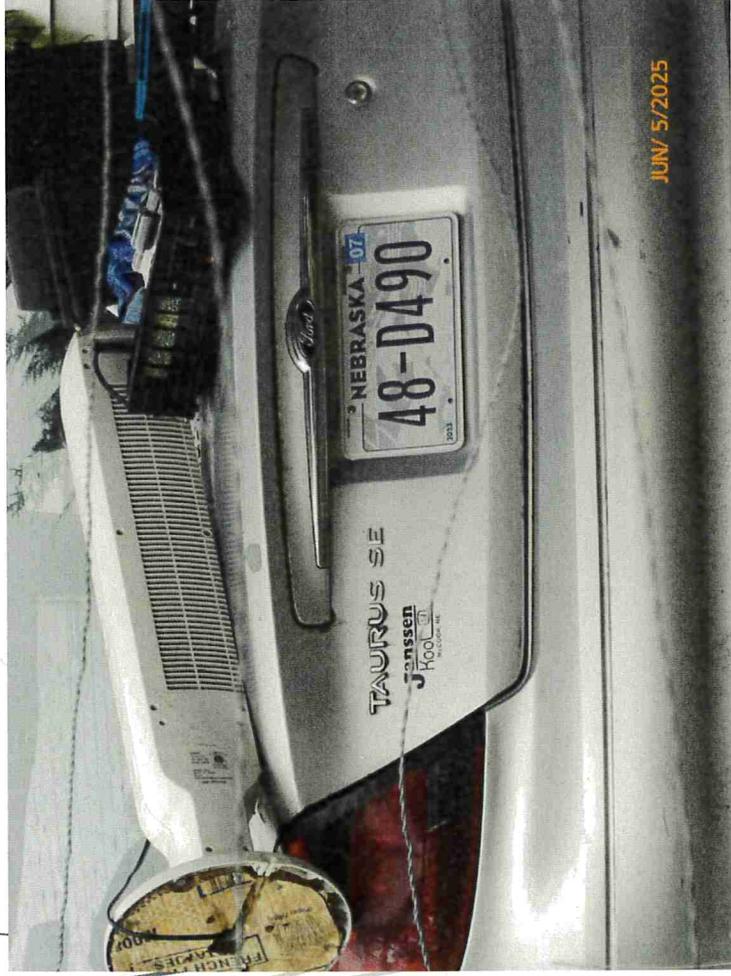


Tires, scrap wood, discarded goods



2025 MCC 88 – 205 S 9TH ST

Unlicensed vehicle, appliances, discarded home goods

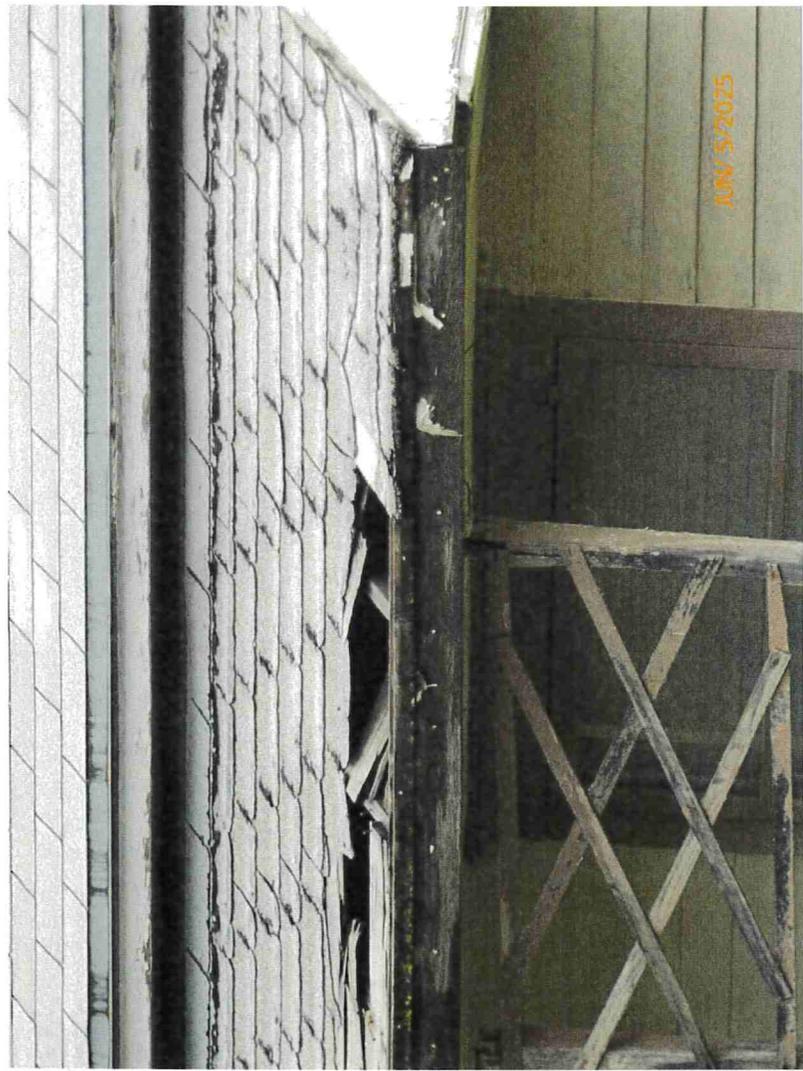


Tire, discarded home goods

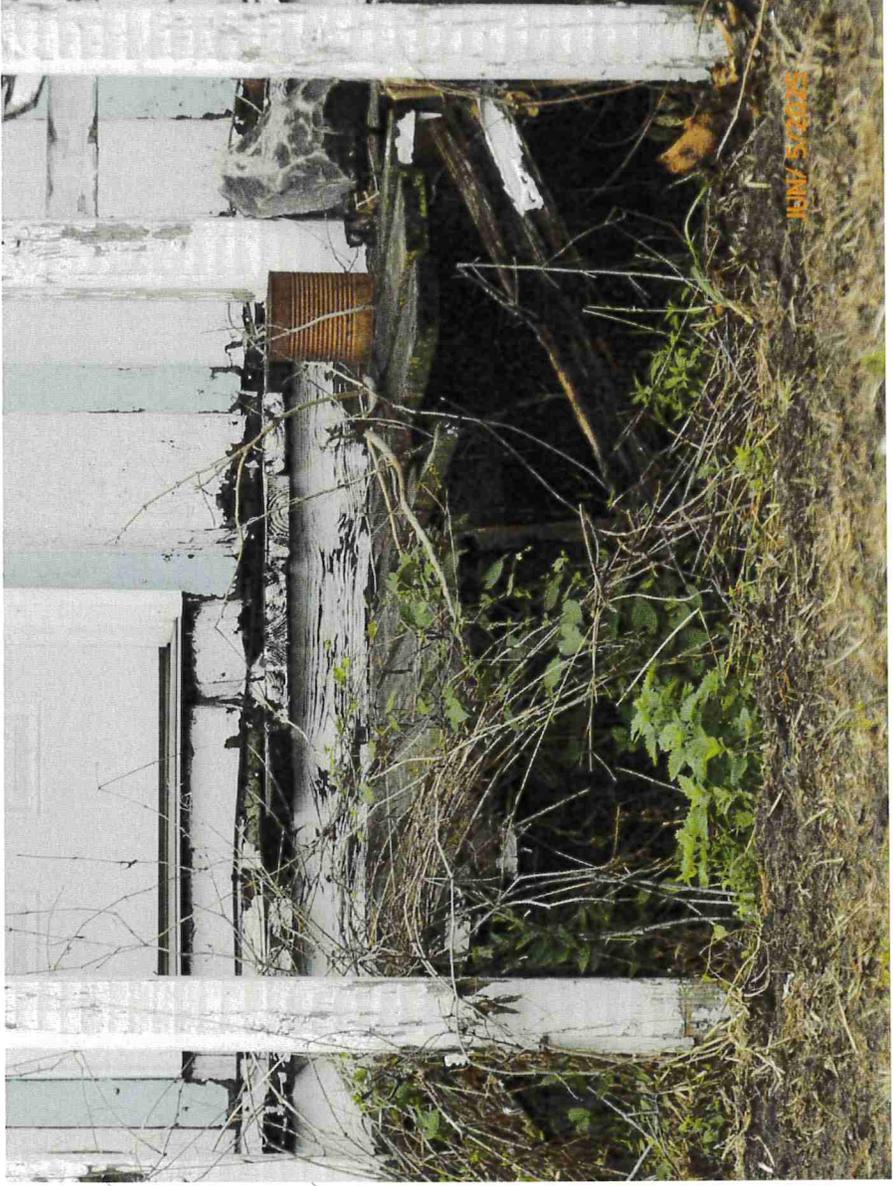


2025 MCC 89 – 207 S 9TH ST

Unsecure Structure



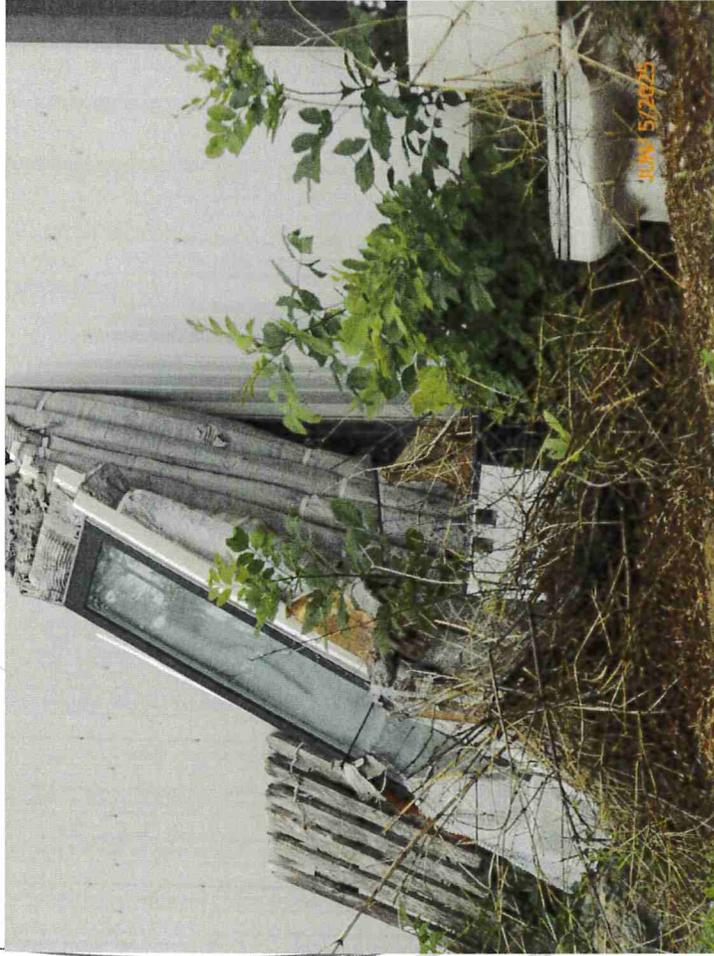
2025 MCC 90 – 211 S 9TH ST



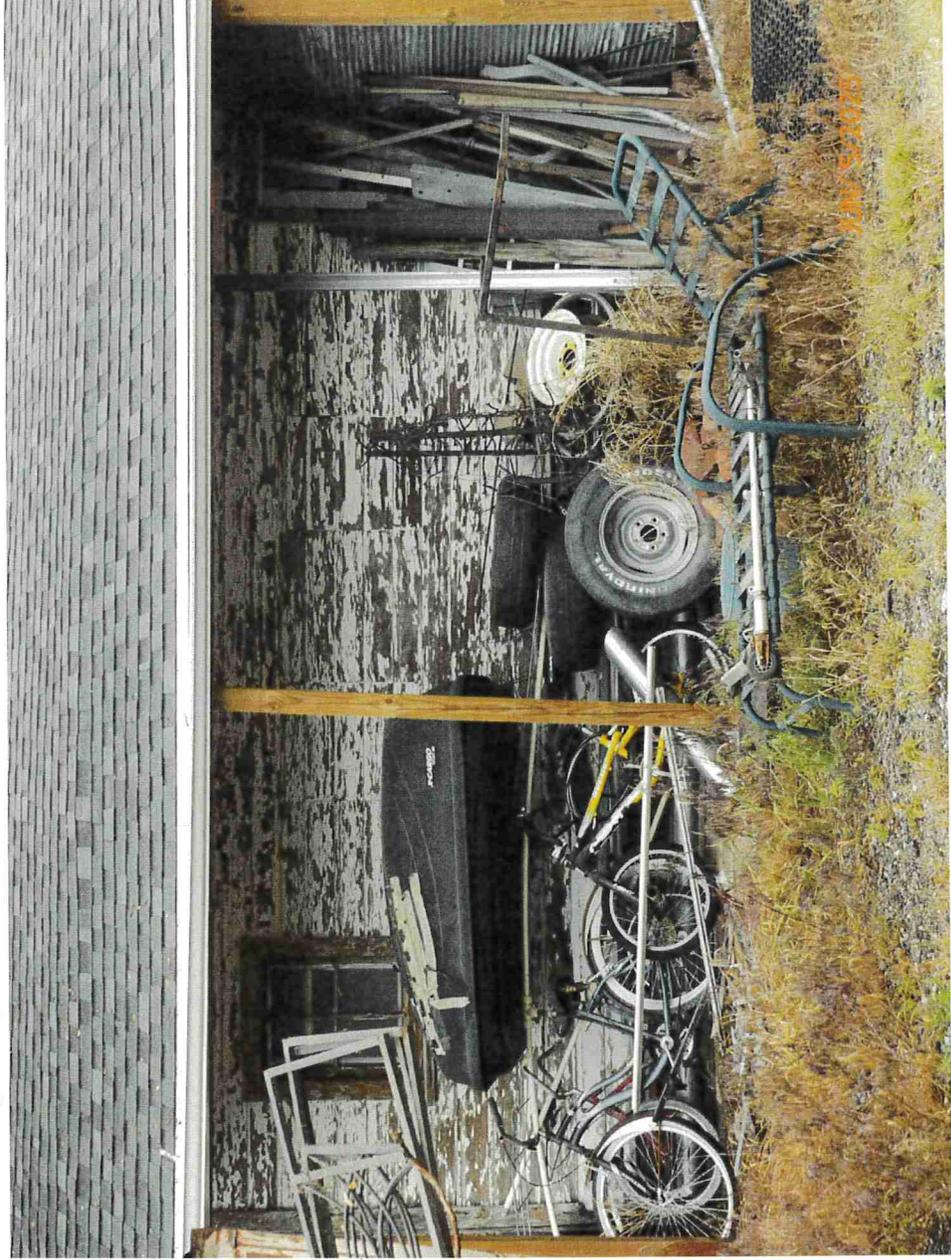
Unsecure
Structure

2025 MCC 91 – PID 001606200

Discarded home goods, door frames, scrap wood



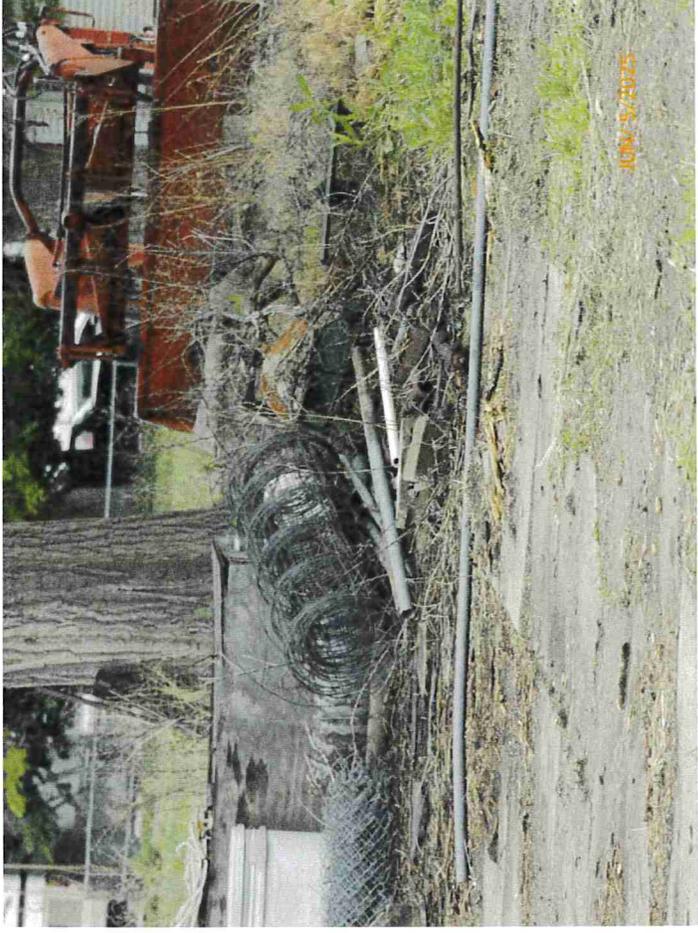
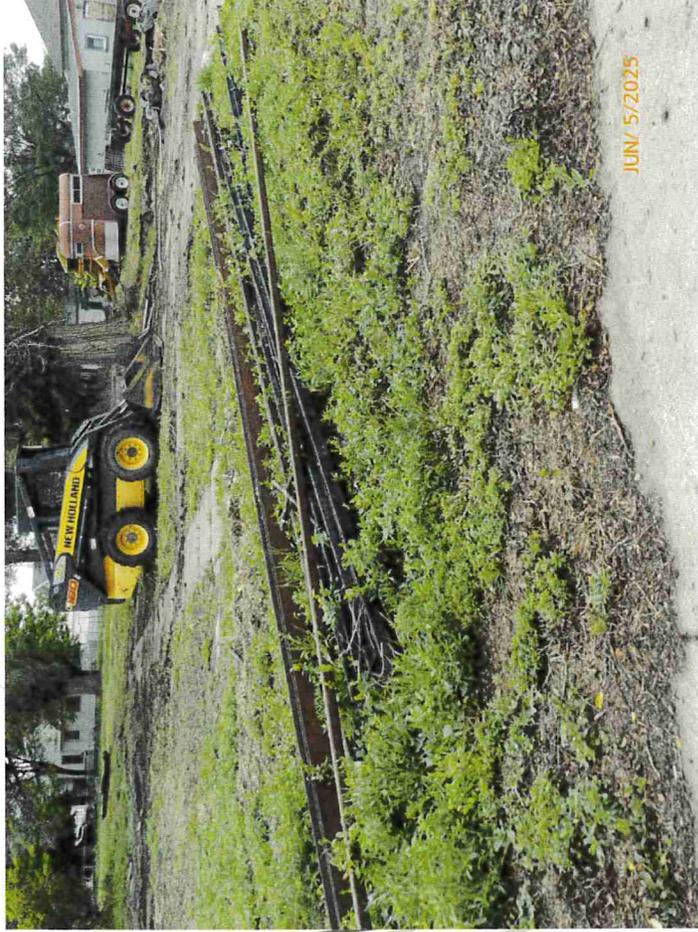
2025 MCC 93 – 208 S 9TH ST



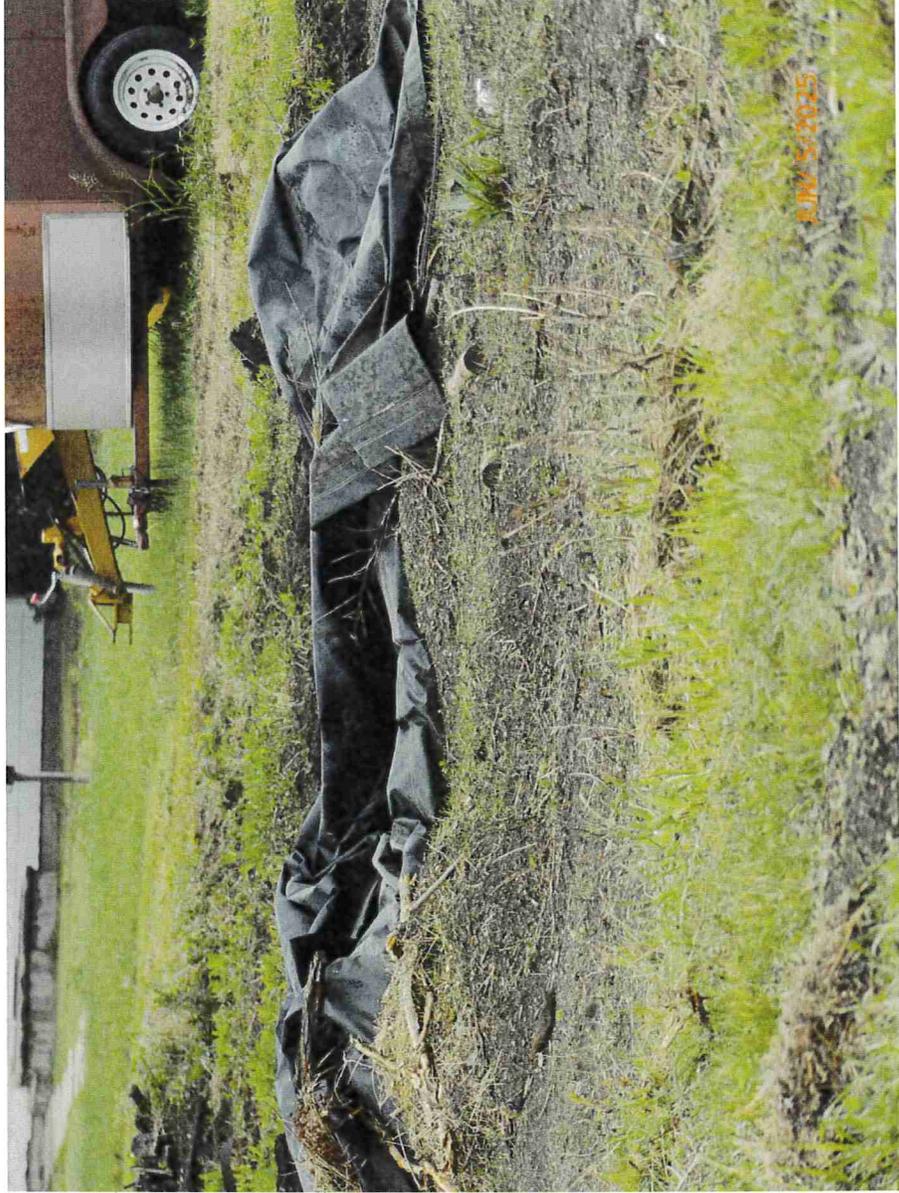
Tires
Discarded
home
goods

2025 MCC 100 – 111 S 8TH ST

Scrap Metal

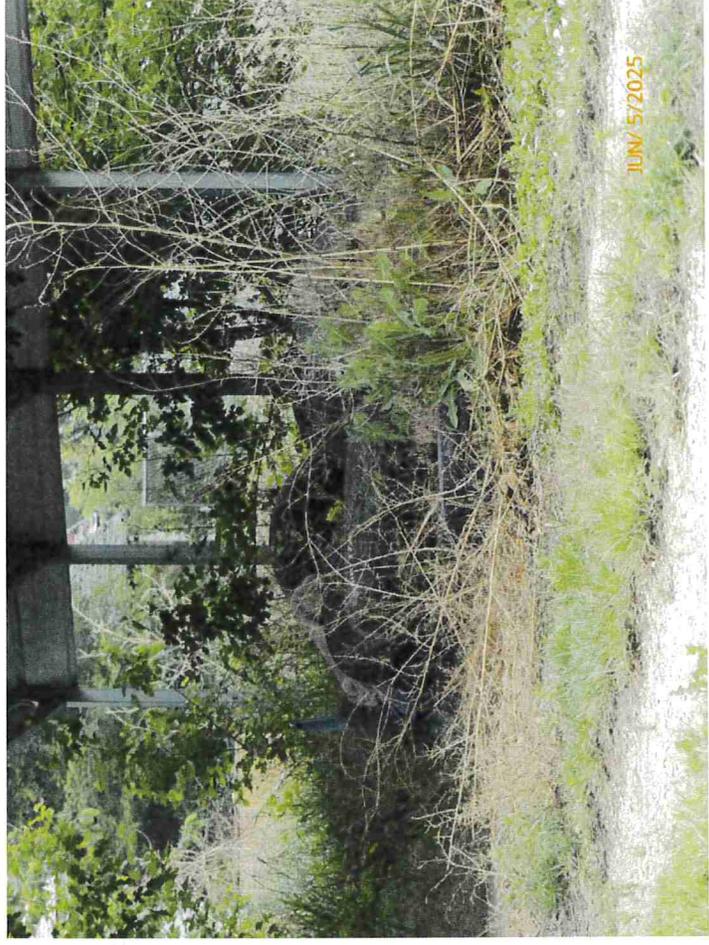
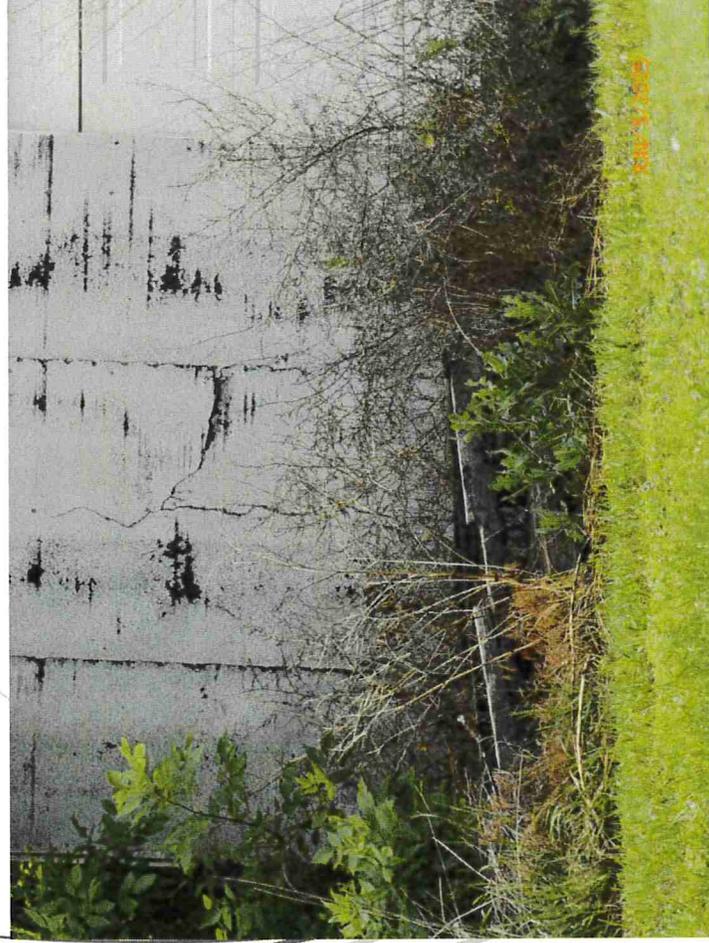


Tarp

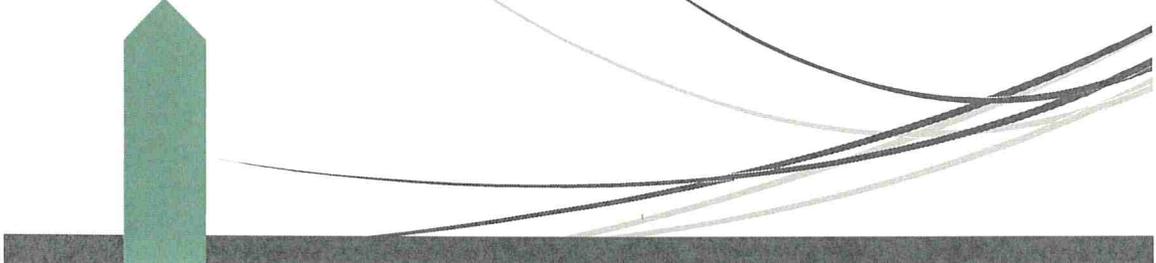


2025 MCC 102 – 211 S 8TH ST

Scrap wood, fires



Unsecure
Structure



2025 MCC 103 – 102 S 8TH ST

Unlicensed Vehicles, discarded home goods



Tires
Scrap wood
Discarded
materials



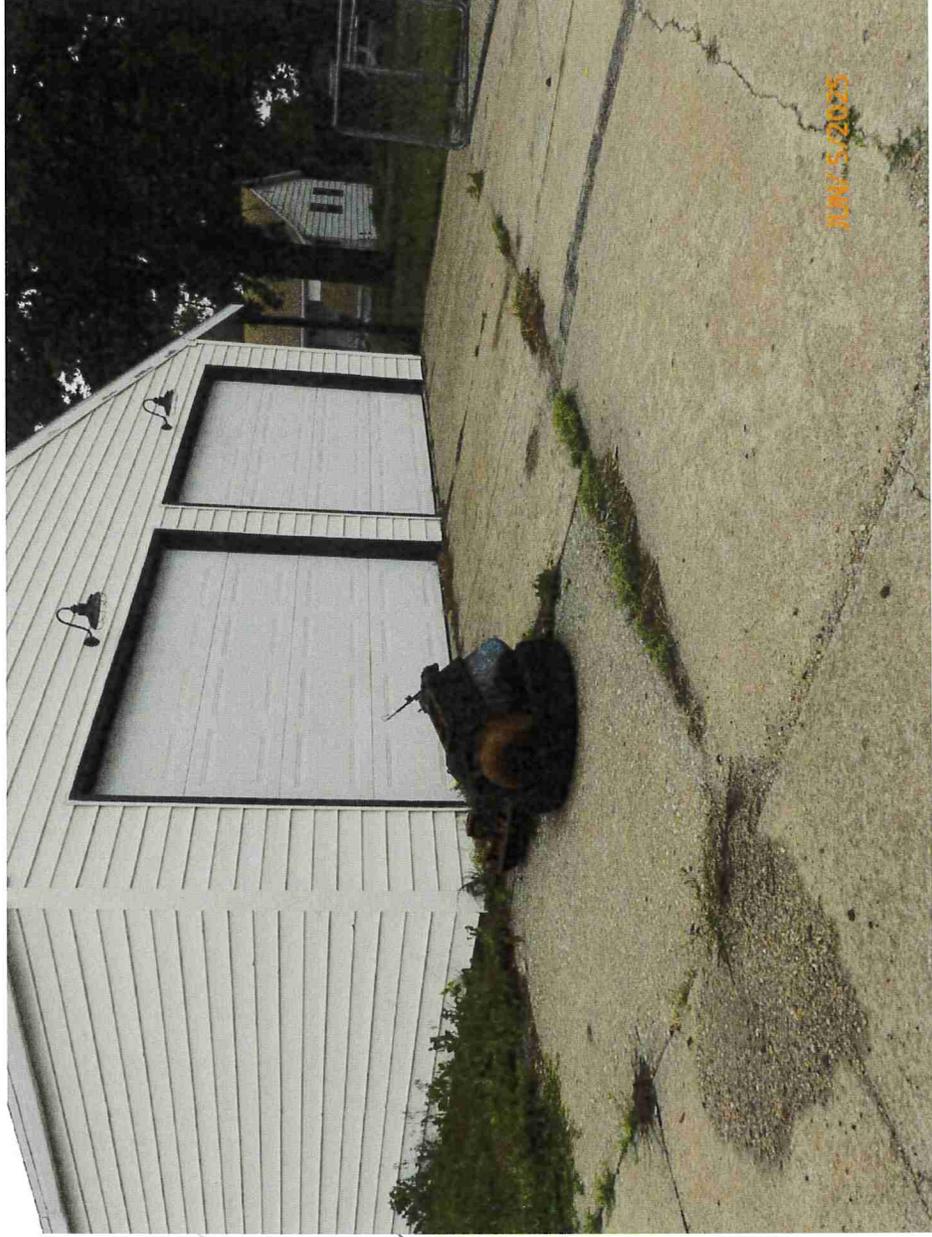
2025 MCC 104 – 104 S 8TH ST



Broken Cement

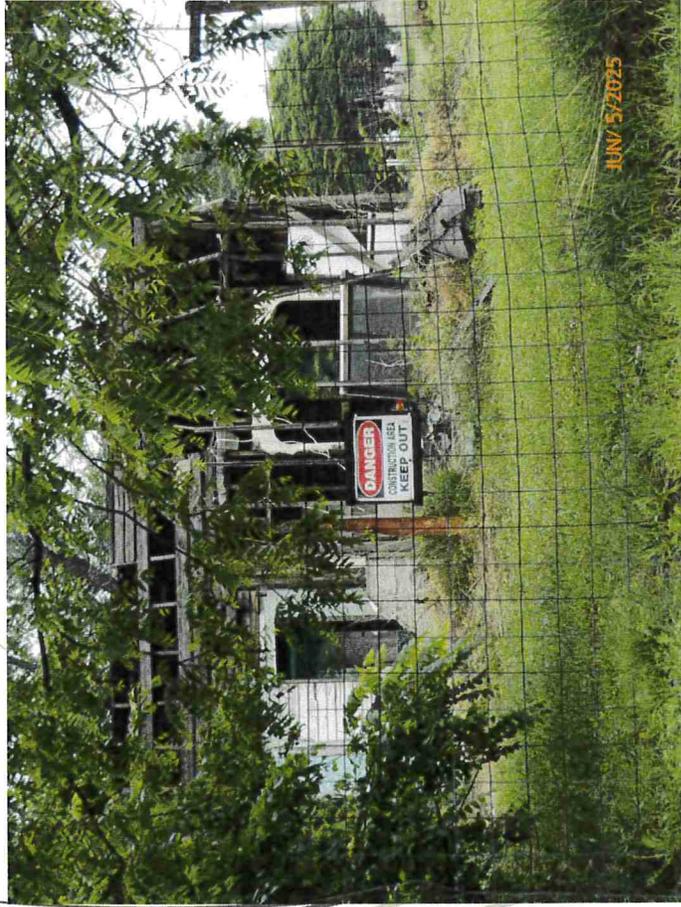
2025 MCC 108 – 212 S 8TH ST

Discarded Auto
parts



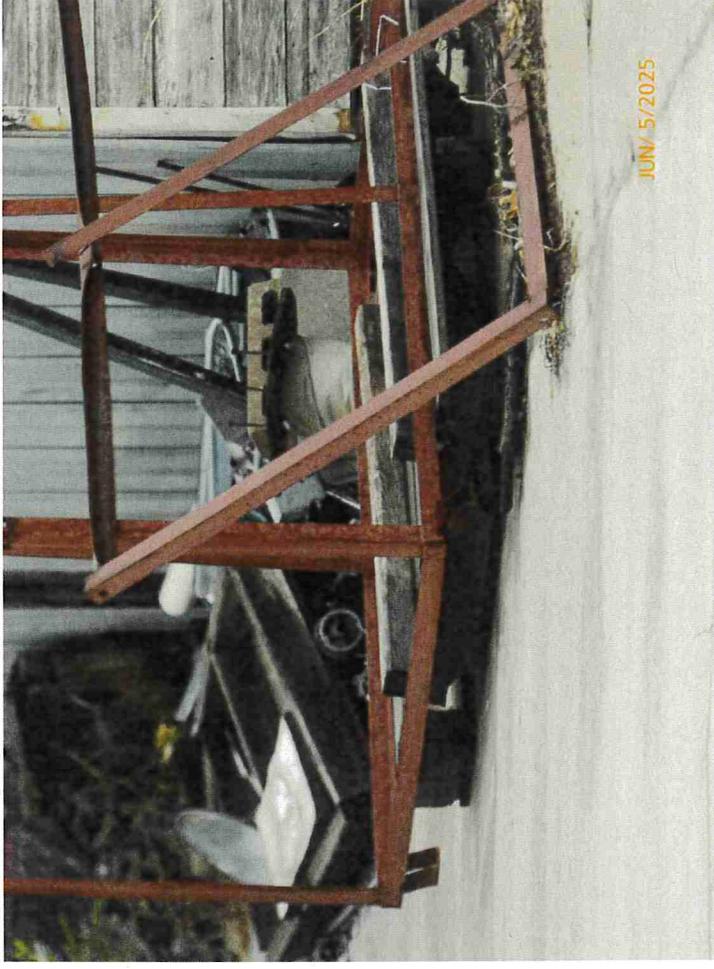
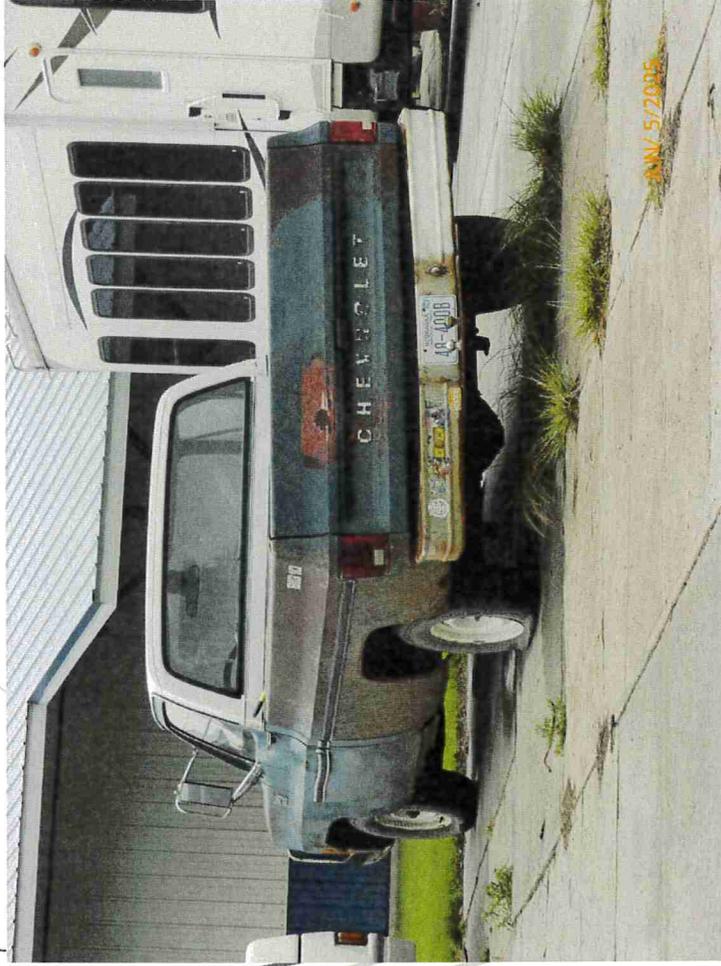
2025 MCC 109 – 103 S 7TH ST

Unsecure structure, scrap wood



2025 MCC 110 – 703 S 2nd ST

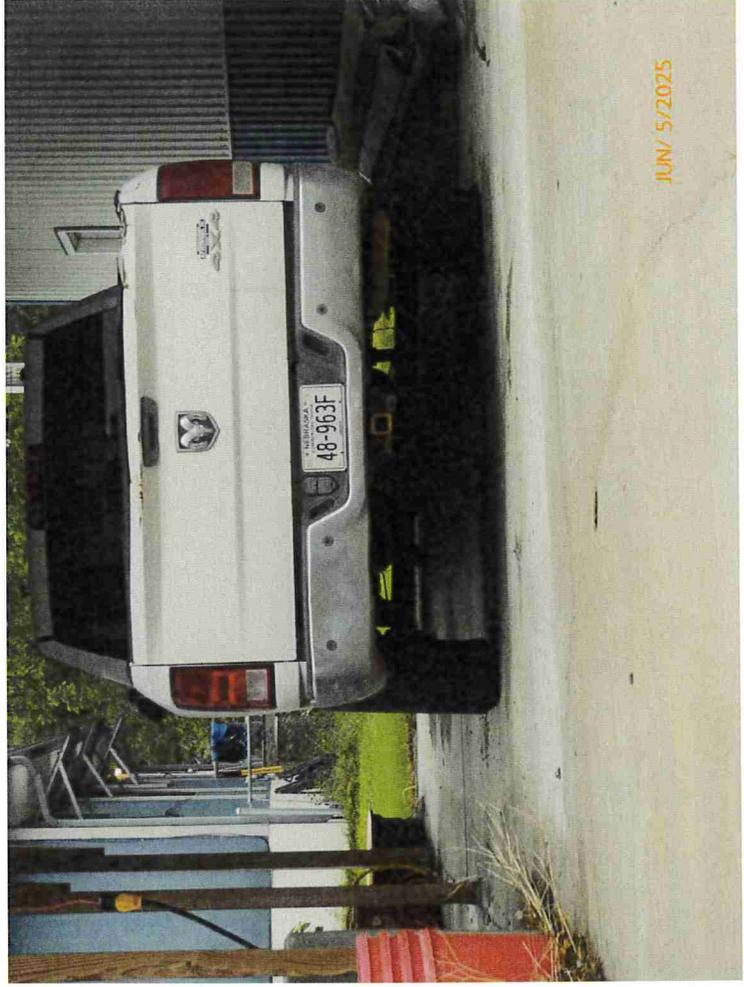
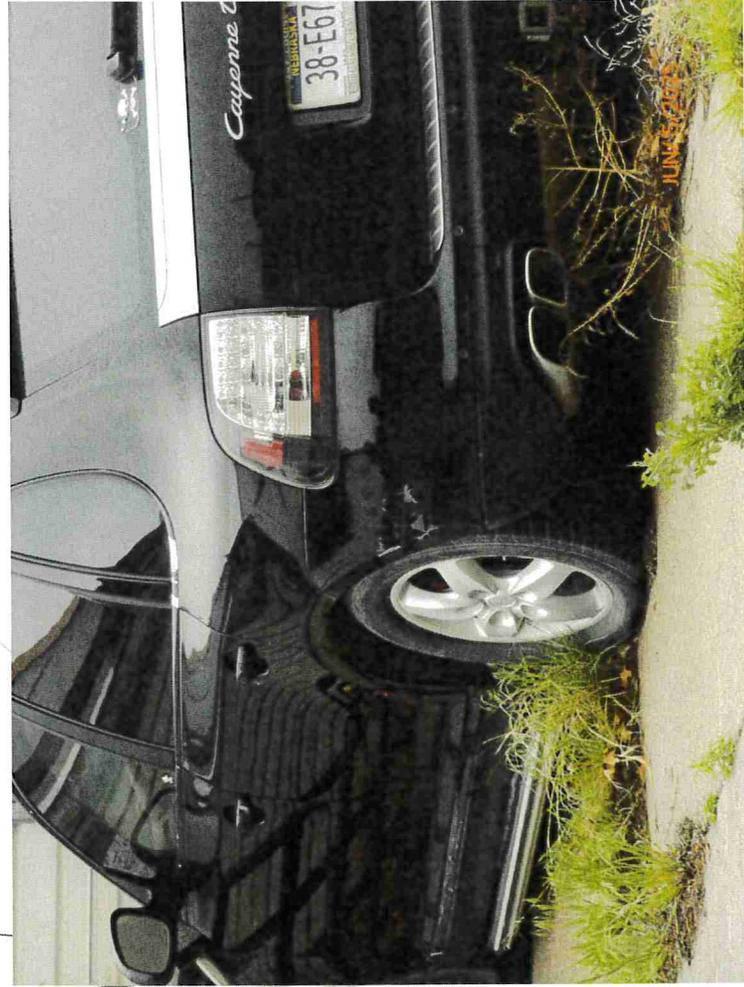
Unlicensed and inoperable vehicle, scrap wood, metal and discarded goods



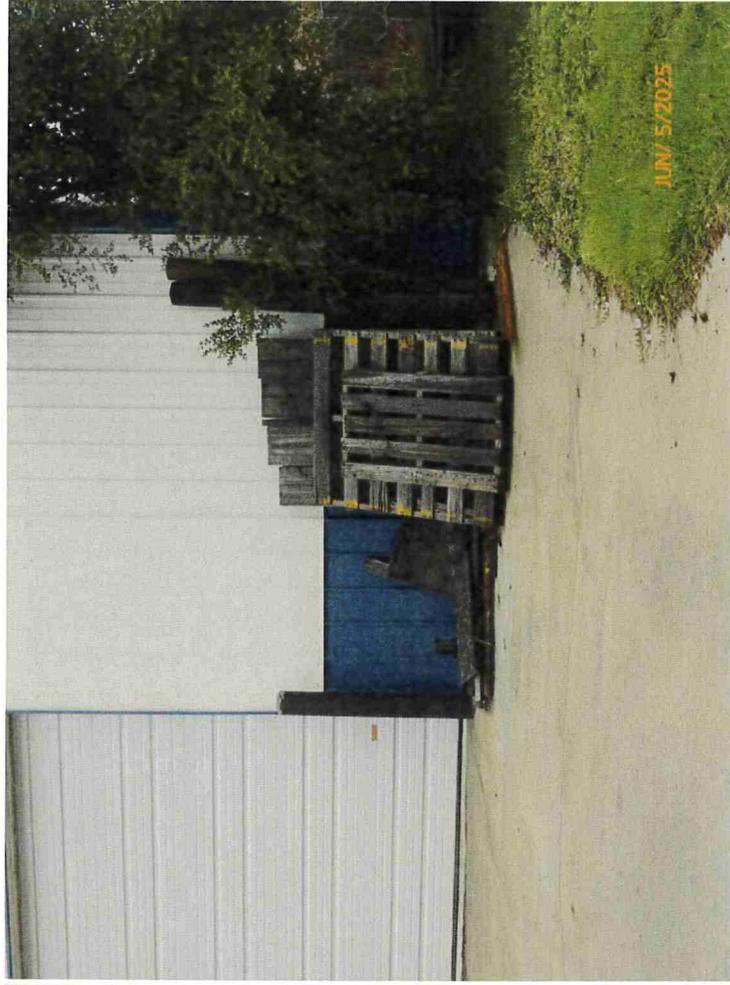
Tires, pallets, bucket, cement pieces



Unlicensed and inoperable vehicles

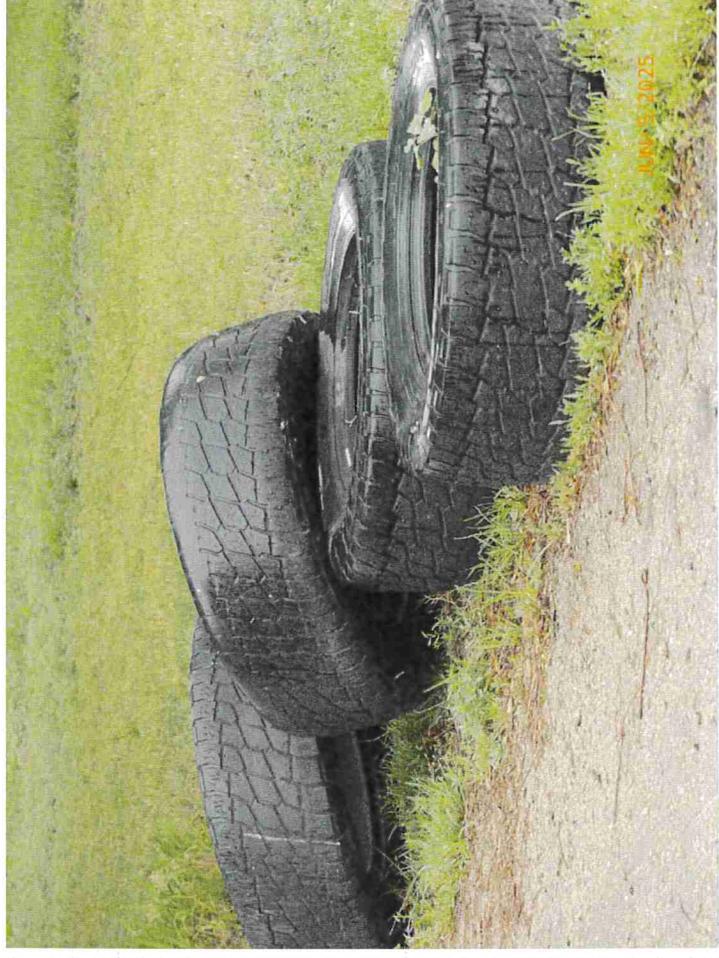
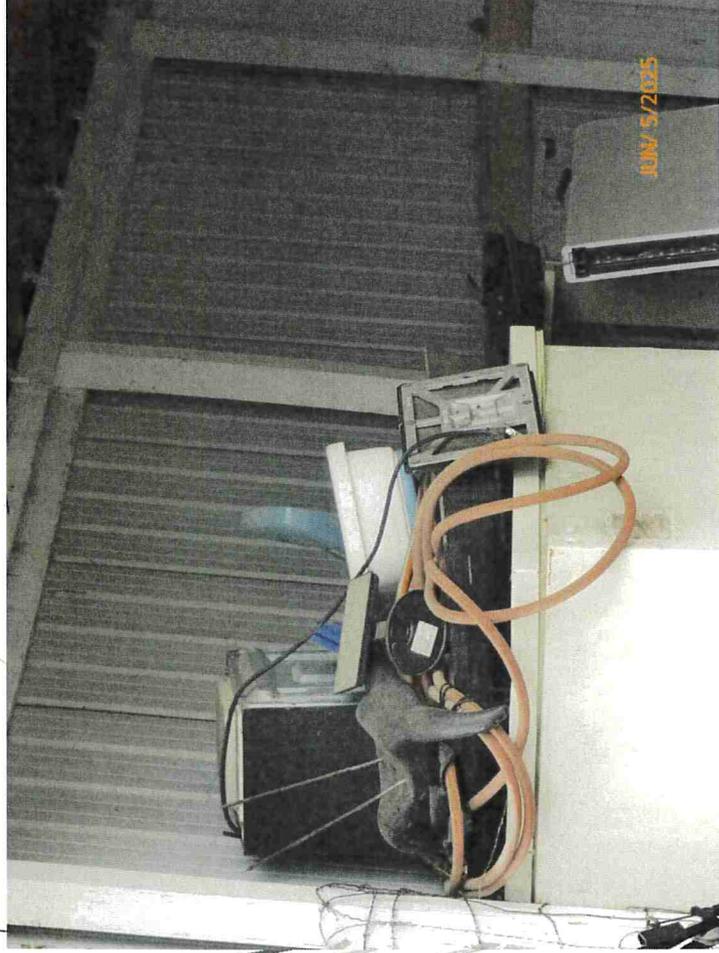


Scrap wood to include pallets



2025 MCC 116 – 108 S 7th ST

Discarded goods, appliances, and tires



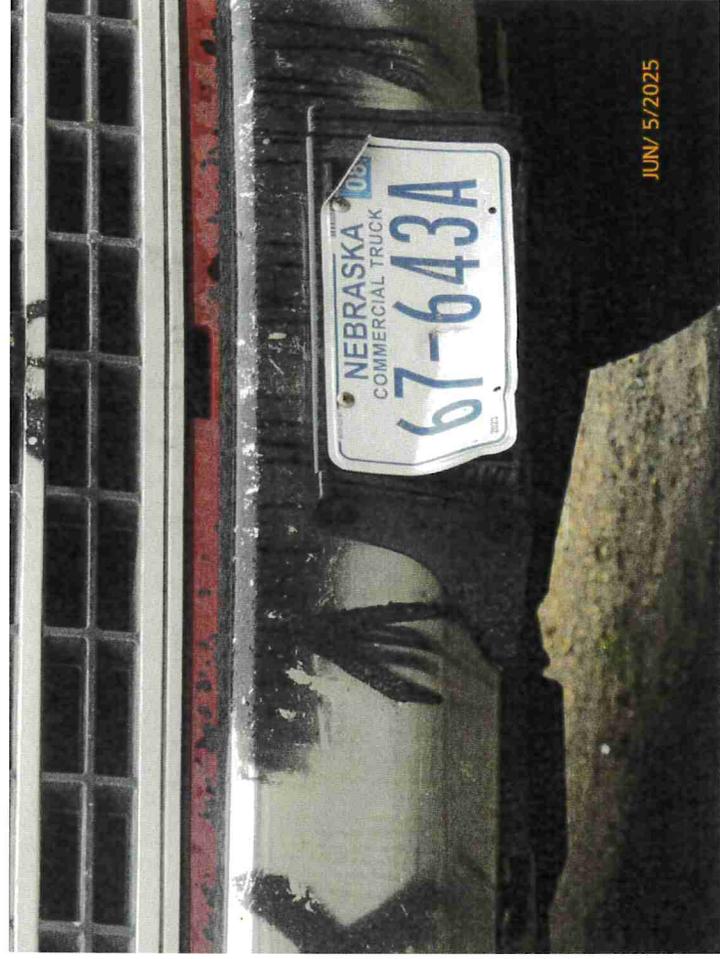
2025 MCC 118 – 202 1/2 S 7th ST



Inoperable
vehicle

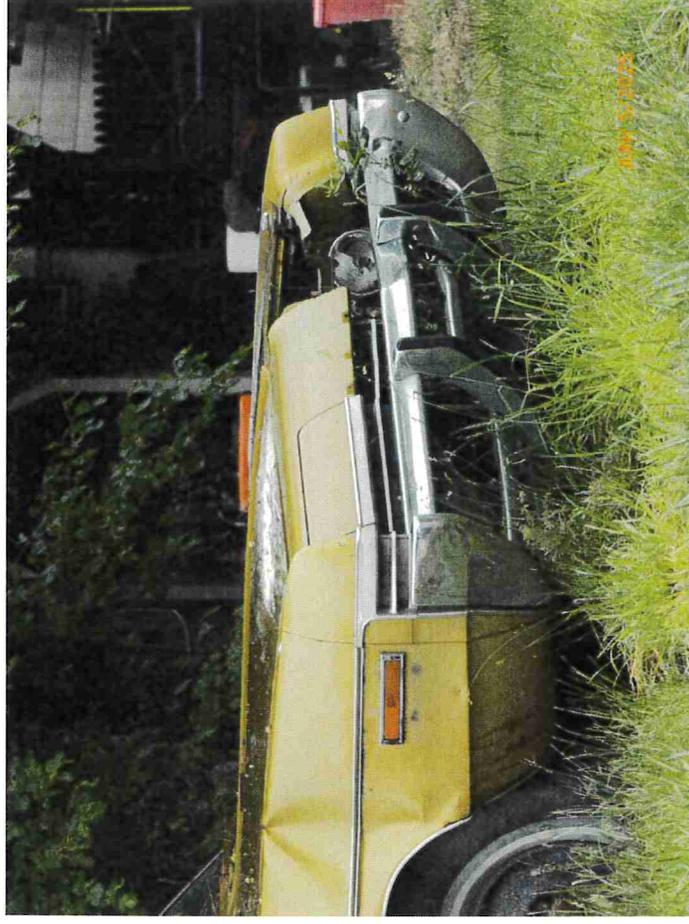
2025 MCC 120 – 210 S 7th ST

Unlicensed Vehicle



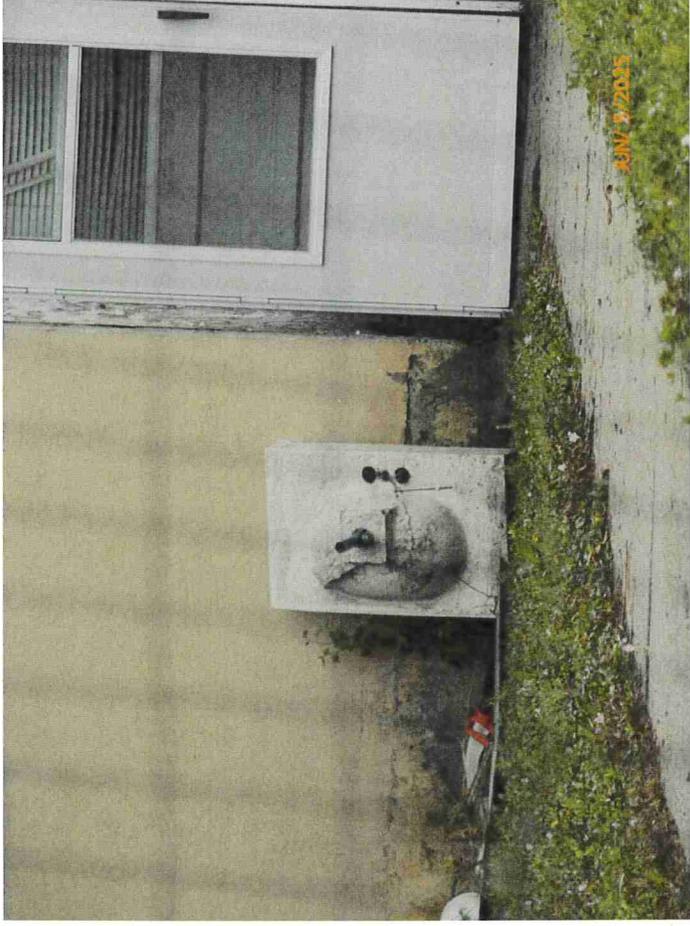
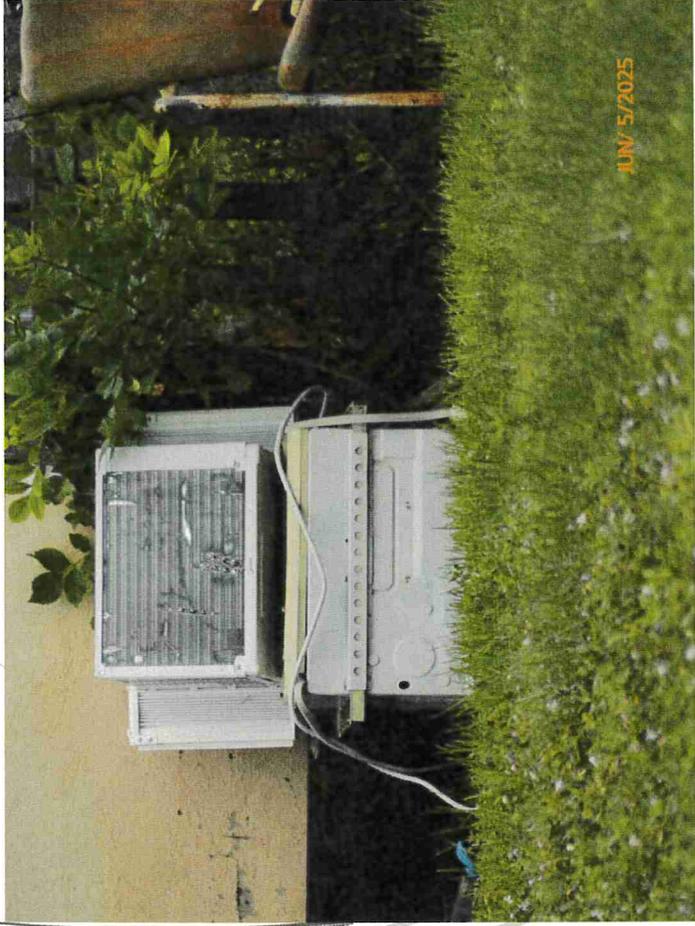
2025 MCC 122 – 205 S 6th ST

Discarded wood, inoperable vehicle



2025 MCC 125 – 204 S 7th ST

Discarded appliances and home goods



Properties to Declare a Nuisance (22):

2025 MCC 2	107 E 4 TH ST	2025 MCC 49	1309 E A ST	2025 MCC 93	208 S 9 TH ST
2025 MCC 5	108 E 5 TH ST	2025 MCC 50	1307 E A ST	2025 MCC 100	111 S 8 TH ST
2025 MCC 6	106 E 5 TH ST	2025 MCC 51	1305 E A ST	2025 MCC 102	211 S 8 TH ST
2025 MCC 10	PID 000803900	2025 MCC 52	1303 E A ST	2025 MCC 103	102 S 8 TH ST
2025 MCC 15	PID 000899800	2025 MCC 53	1301 E A ST	2025 MCC 104	104 S 8 TH ST
2025 MCC 16	PID 000900300	2025 MCC 55	1320 E B ST	2025 MCC 108	212 S 8 TH ST
2025 MCC 17	PID 000900200	2025 MCC 56	1312 E B ST	2025 MCC 109	103 S 7 TH ST
2025 MCC 18	101 E 9 TH ST	2025 MCC 58	1308 E B ST	2025 MCC 110	703 S 2 ND ST
2025 MCC 20	PID 001160100	2025 MCC 61	1226 E B ST	2025 MCC 116	108 S 7 TH ST
2025 MCC 22	102 E 10 TH ST	2025 MCC 64	1204 E B ST	2025 MCC 118	202 1/2 S 7 TH ST
2025 MCC 23	PID 001741700	2025 MCC 65	1202 E B ST	ST	210 S 7 TH ST
2025 MCC 24	111 E 10 TH ST	2025 MCC 66	1201 E B ST	2025 MCC 120	205 S 6 TH ST
2025 MCC 26	105 E 10 TH ST	2025 MCC 68	PID001732600	2025 MCC 122	204 S 7 TH ST
2025 MCC 27	103 E 10 TH ST	2025 MCC 69	1211 E B ST	2025 MCC 125	
2025 MCC 30	108 E 11 TH ST	2025 MCC 70	206 E 13 TH ST		
2025 MCC 35	1104 E A ST	2025 MCC 73	1313 E B ST		
2025 MCC 36	1212 E A ST	2025 MCC 74	PID 001730200		
2025 MCC 41	1304 E A ST	2025 MCC 77	1400 E C ST		
2025 MCC 43	1318 E A ST	2025 MCC 80	1602 E C ST		
2025 MCC 44	1322 E A ST	2025 MCC 86	1004 RAVENSWOOD RD		
2025 MCC 46	1319 E A ST	2025 MCC 88	205 S 9 TH ST		
2025 MCC 48	1315 E A ST	2025 MCC 89	207 S 9 TH ST		
		2025 MCC 90	211 S 9 TH ST		
		2025 MCC 91	PID 001606200		

**CITY MANAGER'S REPORT
JUNE 16, 2025 CITY COUNCIL MEETING**

ITEM: 4.C.

Discuss 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:

At the April 21, 2025 City Council meeting consideration of the proposed First Addendum to this lease was postponed to allow for additional discussion with Council and Resource Center staff. Council discussion included whether the current rate covers the monthly utilities, what will the additional space be utilized for, and should the lease payment be comparable to that of SWNCTA for use of space at the auditorium. The Family Resource Center has experienced a need to include additional space within the building for office space, meeting rooms, and storage purposes.

Councilmembers Calvin and Weedon, along with the City Clerk met with Kaye T. Bieck, Director of the Family Resource Center to tour the facility and to discuss their need for additional space.

Attached is a proposed First Addendum to the Lease, two diagrams indicating the calculation of the square footage, and a copy of the current lease.

In Section 1, the highlighted portion indicates those areas proposed to be added. The City will maintain use of the weight room storage area, the Fire Bay, and the sally port and jail area. The total square foot of the building is 10,661.96, with the center utilizing 4,198.75 sq. ft. and the city the remaining 6,463.21 sq. ft.

Section 3 will address the new terms. Included in the draft is the current language and language similar to that of the SWNCTA lease. The current per square foot amount would be \$1.49, the total proposed square foot is 4,198.75.

The current utility cost is \$607 per month for the entire building. If this is divided equally between the center and the city, that would be \$304 per month each.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 11, 2025



Tera Koetter, Assistant City Manager

June 11, 2025



Nathan A. Schneider, City Manager

June 11, 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. Section 1 is hereby amended to read 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. PD Kitchen;
 - 1.10. Evidence room and associated hallway;
 - 1.11. Administrative office;
 - 1.12. Police chief office; and
 - 1.13. Sergeant/Patrol Office.
2. Section 2 is hereby amended to read as follows:
 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. That Section 11 is hereby amended to read as follows:

CURRENT LANGUAGE

11. The Business shall pay the City, in lieu of rent, Three Hundred Dollars (\$300.00) per month. This amount is the amount the City estimates the

Business will use in monthly utilities with said utilities to include electric, gas, water, sewer, trash and general repairs. The \$300.00 a month payment shall be due on the 1st day of every month during the term of this Agreement. The first payment under this Agreement shall be paid to the City on June 4, 2019.

LANGUAGE FROM SWNCTA AGREEMENT (BASED ON SQ. FOOTAGE)

1. RENT: That the Lessee will pay rent for the demised premises as follows:

Six thousand two hundred fifty-six dollars (\$6,256) per one year OR Five hundred twenty-one (\$521) per month, to rent the premises, which the parties agree equates to \$ 1.49 per square foot for 4,198.75 square foot.

Said rent is to be paid in one lump sum payment at the beginning of the rental term; or \$521 a month payment due on the 1st day of every month during the term of this Agreement. If this agreement extends past the first year, the rent will be automatically increased by \$0.03 per square foot each year the premises is leased by the Lessee.

3. The Business shall be allowed to take possession of the additional rooms in the building on _____.
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

Linda Taylor, Ex-officio Mayor
and Council President

Dated: _____, 2025.

Attest:

Lea Ann Doak, City Clerk-Treasurer

Dated: _____, 2025.

FAMILY SERVICES, INC

By: _____



4,198.75 ft.²

Police Dept.
3959.05 sq ft

Case Name: PUBLIC CENTER

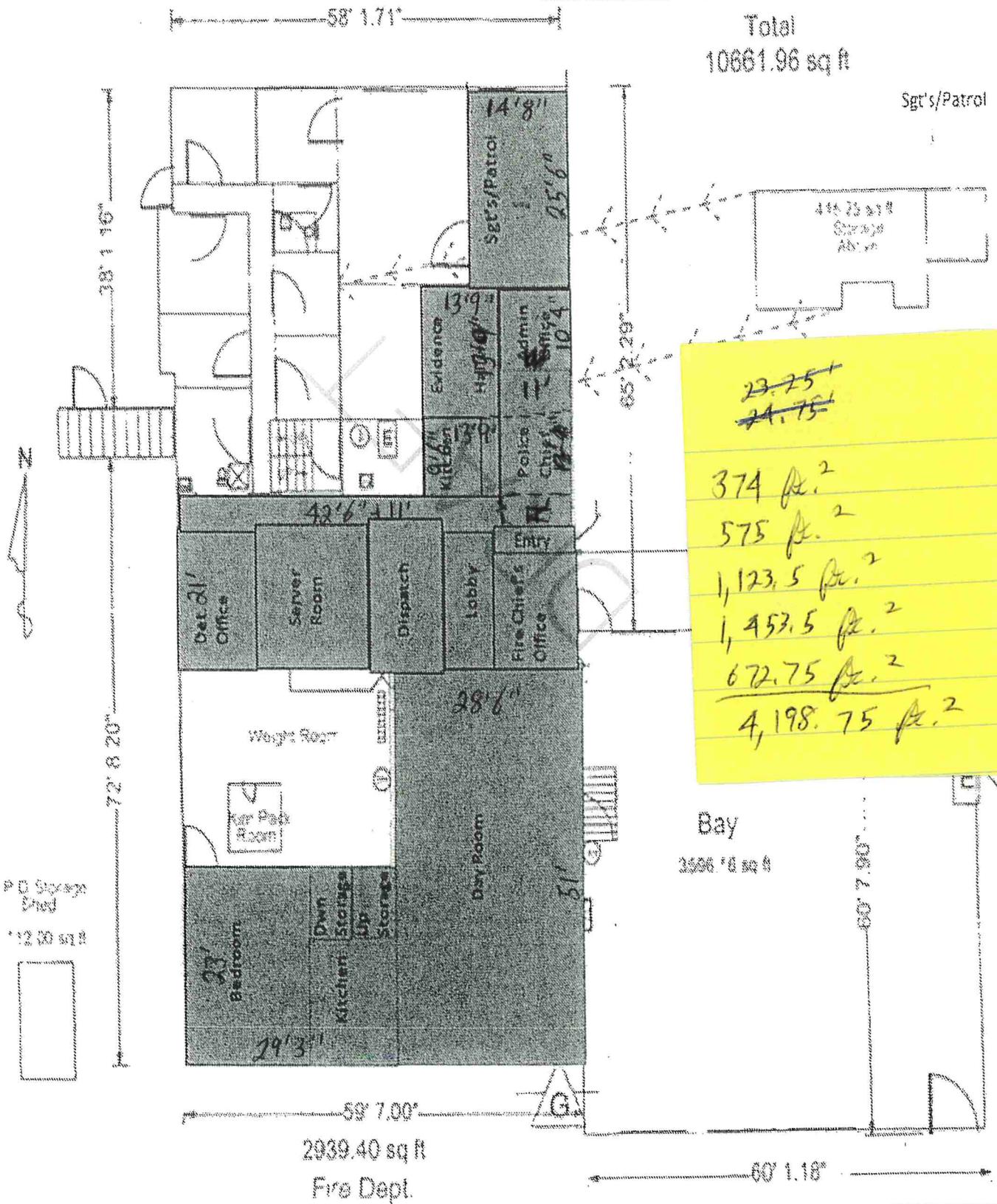
Contact Name: City of McCook

Address: 526 W B Street

Drawn by: Mark Eiler

Date: 12-14-2007

Total
10661.96 sq ft



~~23.75~~
~~24.75~~
374 ft.²
575 ft.²
1,123.5 ft.²
1,453.5 ft.²
672.75 ft.²
4,198.75 ft.²

LEASE

The Agreement is made and entered into by and between the City of McCook, Nebraska (the "City"), and Southwest Nebraska Family Resource Center (the "Business").

WHEREAS, the City owns a building at 526 West B Street in McCook, Nebraska (the "Building"), which used to house the City's Police Department, Fire Department and a jail; and,

WHEREAS, the City is no longer using the Building for said purposes and parts of the Building are currently not being used;

WHEREAS, the Business is a charitable organization that provides services within the City of McCook which benefit the entire community;

WHEREAS, the Business wishes to lease portions of the Building at 526 West B Street for use as their office;

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; and
 - 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 Southwest Nebraska Family Resource Center – the Director is responsible for ensuring the door leading to the Detective's room is locked at all times.)
2. Attached to this Agreement is a diagram of the portion of the building being leased by the Business with said diagram marked as Exhibit A and made a part of this Agreement by this reference. A list of appurtenances, to remain at the Building to be used by the Business during the term of this Agreement, is attached hereto and marked as Exhibit B.
3. The Business shall be allowed to take possession of the foregoing rooms in the Building on June 4, 2019.
4. The term of this agreement shall be for one (1) year commencing June 4, 2019 and shall automatically renew on the same terms and conditions for an additional one (1) year term beyond the first year unless either party notifies the other ninety (90) days prior to the expiration of the first year if such party desires to terminate the agreement after the first year. Should the City receive an offer to purchase the property, the City may terminate the Lease without providing a 90-day notice.
5. Attached to this Agreement as Exhibit C is a pamphlet/brochure provided to the City by the Business which outlines the primary services that the Business provides to the communities it serves. The Business shall only be allowed to use the Building to provide the same or similar services as outlined in Exhibit C, and shall not conduct other business or services on the premises without the prior written consent of the City.

6. The Business, as part of this Agreement, shall have use of the following parking lots around the Building, to wit:
 - 6.1. Business patrons shall be allowed to park in the Northeast parking lot;
 - 6.2. Business employees shall be allowed to park in the South parking lot.
7. At no time shall any employee or patron of the Business park their vehicles in the North or South portion of the premises directly adjacent to the fire bay located on the east portion of the Building. The Business shall take all necessary steps to ensure the entrances to the fire bay are free and clear of any vehicles or impediments that would hinder ingress and/or egress to or from the Building.
8. The City agrees that the Business shall be allowed to install telephone and internet service in the portion of the Building it is using at the Business' expense.
9. The Business shall not materially alter the premises or Building, other than for routine or minor maintenance, upkeep, repair, or decorating. Any significant repairs or maintenance, or significant aesthetic changes to the Building, such as changes to flooring, painting or structural changes shall require the prior written consent of the City through the City Council. Any and all such alterations, material or otherwise, as set forth in this paragraph, shall be the expense of the Business, and the Business agrees to hold the City harmless from any liability thereon. All alterations, except movable personal property and as may be otherwise agreed by the parties shall become the property of the City at the termination of this agreement.
10. Business shall carry and maintain, at its own expense, and deposit proof with the City of general liability insurance in the amount of at least Two Hundred Thousand Dollars (\$200,000.00) combined single limit coverage of bodily injury, property damage, or some combination thereof, for damages caused or occurring on or about the leased premises or caused by the Business, its agents, employees, or business invitees. The Business shall, at least annually, furnish the City with certificates or other documentation evidencing such insurance. The Business shall indemnify and hold the City free and harmless from any and all claims, liability, loss, damage or expenses resulting from the Business' occupation of the Building.
11. The Business shall pay the City, in lieu of rent, Three Hundred Dollars (\$300.00) per month. This amount is the amount the City estimates the Business will use in monthly utilities with said utilities to include electric, gas, water, sewer, trash and general repairs. The \$300.00 a month payment shall be due on the 1st day of every month during the term of this Agreement. The first payment under this Agreement shall be paid to the City on June 4, 2019.
12. The City shall be responsible to keep Property Insurance on the Building insuring the Building against loss from fire, storm, physical loss, and other disaster. The Business shall maintain at its expense any insurance it desires to protect the Business from any such loss or occurrence to its property used, stored, or maintained in the Building by the Business. The City shall be under no obligation to repair or replace any part of the Building damaged by any such cause and may elect to keep any insurance proceeds or use any such insurance proceeds to repair or replace the damage occasioned by any such cause. In the event that the City does not repair or replace any part of the damaged Building the Business may terminate this Agreement, and if the City does elect to repair or replace any damaged part of the Building that has been so damaged but results in an interruption of the occupancy by the Business before said repair or replacement can be completed, the Business may terminate this Agreement.

13. In the event that any portion of the premises, Building, or any appurtenances thereto requires repair or replacement due to ordinary use and wear and tear and not through an event covered by insurance, the Business may, at its option, make such repair or replacements at its own expense with the consent of the City. Neither party shall be obligated to repair or replace any such item if the need is occasioned by such ordinary use, wear and tear.
14. The Business agrees to keep and maintain the Building in the same or substantially the same condition as the Building was at the commencement of this Agreement.
15. The City Manager or his designee may inspect the Building at any time. The City and Business will conduct a joint inspection of the building prior to the Business taking possession of the Building and one month prior to the Business vacating the Building.
16. The City does not warrant and has no obligation to ensure that the Building is suitable for the purpose for which the Business wishes to use it. The Business agrees it is taking the Building in an "as is" condition.

CITY OF MCCOOK

By:



Michael Gonzales, Mayor

Dated: June 3, 2019.

Attest:

Lea Ann Doak,

Lea Ann Doak, City Clerk

Dated: June 3, 2019.

SOUTHWEST NEBRASKA FAMILY
RESOURCE CENTER

By:

Kathy Haas

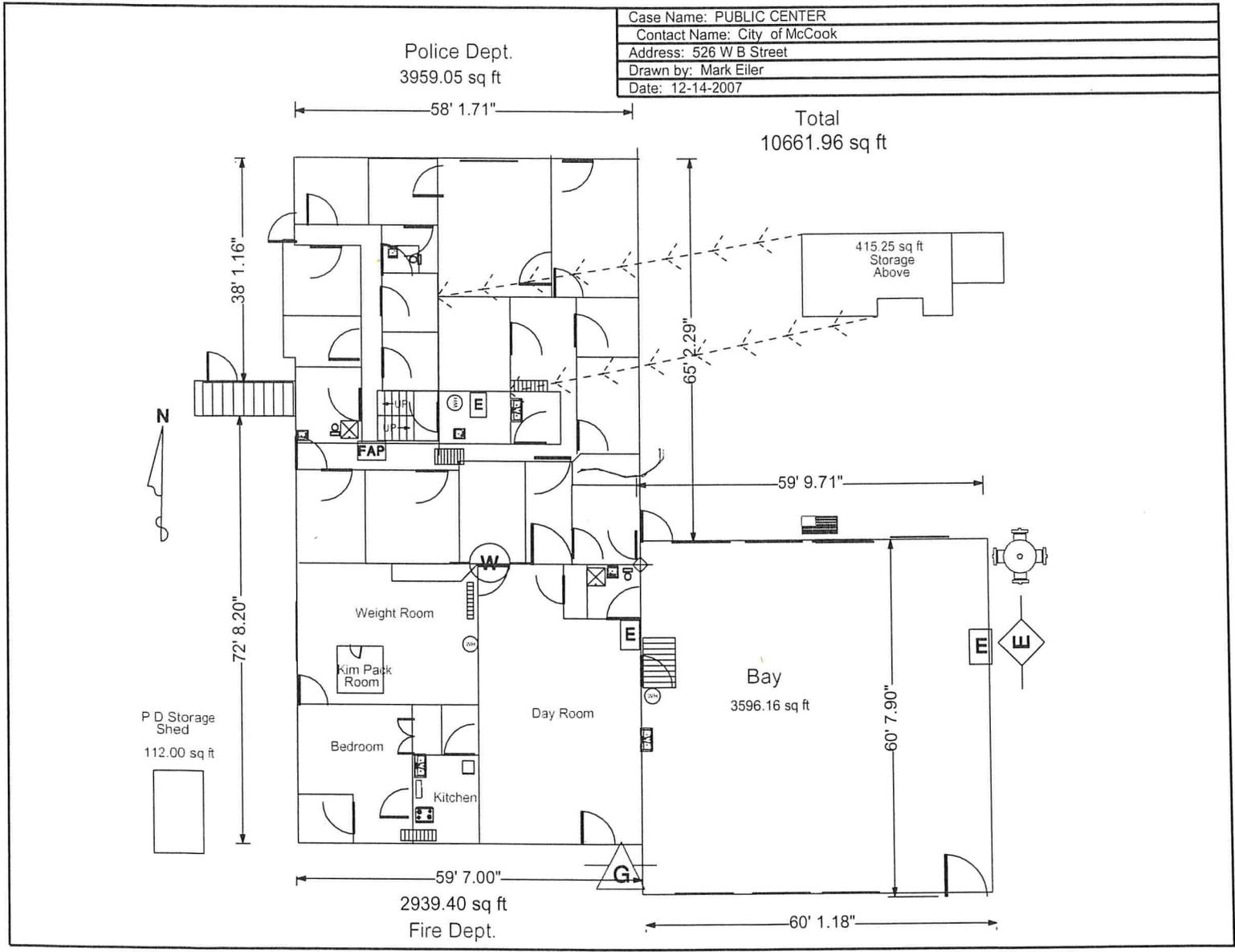


EXHIBIT A

"EXHIBIT B"

Furniture and appliances remaining in the portion of the McCook Public Safety Center subject to the lease, and not utilized by the City of McCook after January 1, 2013, will be available for use by Red Willow County, but will remain the property of the City of McCook.

**CITY MANAGER'S REPORT
JUNE 16, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 4.D. Consider the approval of a request to use ACE funds in the amount of \$1,500 from the Southwest Nebraska Freedom Festival for the 4th of July firework display.

BACKGROUND:

Staff has received a verbal request for the City Council to consider a request to use ACE funds in the amount of \$1,500 from the Southwest Nebraska Freedom Festival for the 4th of July firework display. In some communities, the city pays for a firework display. The entire citizenry of the City of McCook has the opportunity to benefit from this community event. The event also draws people to McCook, positively impacting the local economy.

A formal written request is forthcoming from the Southwest Nebraska Freedom Festival and will be added to this report.

APPROVALS:



Nathan A. Schneider, City Manager

June 12, 2025



Lea Ann Doak, City Clerk

June 12, 2025



Tera Koetter, Assistant City Manager

June 12, 2025

nschneider@cityofmccook.com

From: Curtis Mockry <jamiemockrykbc@gmail.com>
Sent: Thursday, June 12, 2025 3:58 PM
To: Nate Schneider
Subject: Freedom festival

Hello Nate

We would like to request 1500 dollars for Southwest Nebraska Freedom Festival.

We were wondering about ACE funds? We would like it for the fireworks bill which is 20,000 plus dollars.

This is a community event and is not a church event. Money is processed through the church only. Volunteers and sponsors are from the community. Mccook Chris Church does sponsor 5000 dollars.

This can be for advertising if you would like.

If approved please let me know and how we should advertise it.... ACE funds by McCook City?

Thanks for your consideration

Jamie

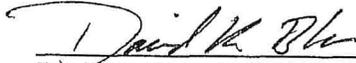
CITY MANAGER'S REPORT
JUNE 16, 2024 CITY COUNCIL MEETING

ITEM: **4.E.** Update from Miller & Associates regarding Water Resources Recovery Facility (WRRF).

BACKGROUND:

David Blau and Chris Miller from Miller & Associates will provide an update to the City Council on the status of the design and facility layout for the proposed Water Resources Recovery Facility (WRRF).

APPROVALS:



David K. Blau, Project Engineer

Date: 6/10/2025



Lea Ann Doak, City Clerk

Date: _____



Nate Schneider, City Manager

Date: 6-12-25

CITY MANAGER'S REPORT
JUNE 16, 2024 CITY COUNCIL MEETING

4.F.
ITEM: _____ Update Regarding Extension for West 5th Street Closing

BACKGROUND:

David Blau from Miller & Associates will provide an update for extension of the West 5th Street Closing from "J" Street to "L" Street requested from Van Kirk Bros. Contracting for the Water Distribution Improvements Revised Project No. 2.

APPROVALS:



David K. Blau, Project Engineer

Date: 6/11/2025



Lea Ann Doak, City Clerk

Date: 6/12/25



Nate Schneider, City Manager

Date: 6/12/25

**CITY MANAGER'S REPORT
JUNE 16, 2025 MCCOOK CITY COUNCIL MEETING**

4.G.
ITEM NO. Approve The Second Amendment to the 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 finishes the excavation phase of construction for the PFC Gerald L. Walters Youth Sports Complex, a second amendment to the initial agreement (ie. Package A) is needed to memorialize contract specifics as it relates to Phase III (ie. Package C). In May, Phase II (Package B) was approved, authorizing Mammoth to construct horizontal elements to the sports complex project. Phase III - Package C shall be specific to construction of concessions and maintenance structures.

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, as all public bidding requirements were met by Equalis. The City of McCook has entered into a contract for the construction of the Youth Sports Complex with Equalis by resolution.

Attached to this report is the Second Amendment to the Agreement between the City of McCook and Mammoth Sports Construction. As was discussed upon approval of the original agreement on April 21, 2025, the sports complex construction project will be performed through a series of negotiated contracts. The price for the Phase C portion of the contract is \$2,660,930. Per the agreement, 5% will be payable by July 15, 2025 with the remainder to be paid pursuant to a payment structure following the receipt of revenue generated by the sale of Bond Anticipation Notes set to occur in August of 2025.

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.

A meeting of the McCook Sports Complex Committee was held on May 14, 2025 to review the components included in the Package C scope of work. The McCook Sports Complex Committee voted unanimously to recommend approval of the Package C scope of work to the McCook City Council.

Mammoth Sports Construction will have team members present at the June 16th McCook City Council meeting to take questions regarding the contract and project.

APPROVALS:



Nathan A. Schneider, City Manager

June 11, 2025



Lea Ann Doak, City Clerk

June 11, 2025



Tera Koetter, Assistant City Manager

June 11, 2025

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This Second Amendment ("Second Amendment") is made as of the 16th day of June 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 3922 74th 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 Owner previously approved a written agreement on April 21, 2025 (Phase I - Package "A" Construction Agreement") which established 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 were be specific to Earthwork and Mass Excavation and/or Grading ("Phase I - Package A").

Whereas the Owner previously approved a written agreement on May 19, 2025 (Phase I - Package "B" Construction First Amendment") which established terms and conditions as agreed by the Parties for the Project; and set forth the in the second instance, the details for the construction of Phase I of the McCook Sports Complex which were be specific to the baseball fields, softball fields, soccer/multi-use fields, associated storm drainage, concrete flatwork/sidewalks and gravel parking lot ("Phase I - Package B").

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

Whereas this Second Amendment shall establish terms and conditions as agreed by the Parties for the Project; and set forth the in the second instance, the details for the construction of the McCook Sports Complex which shall be specific to construction of concessions and maintenance structures ("Phase I - Package C").

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 Second Amendment 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 Second Amendment.
- 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



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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.

Article 2. General Provisions

- 2.1. The Parties hereby agree and stipulate that the transaction described in this Second Amendment is an Equalis Group Cooperative Project. Therefore, the following document is incorporated into this Second Amendment 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 Second Amendment and that Master Agreement Contract, this Second Amendment will prevail.
- 2.2. This Second Amendment 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 Second Amendment 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 Second Amendment and made a material part of this Second Amendment, 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 C; Exhibit C.1 – Scope of the Work, Allowances, Deviations & Clarifications – Project No. 24-4276 – Dated 06/12/2025.
 - (b) McCOOK SPORTS COMPLEX – Phase I - Package C; Exhibit C.2 – Sheet Index & Addendum 1 Narrative – Project No. 24-4276 – Incorporating the following:
 - a. Project No. 24-4276 McCook IFB Package C; Issued on 05/12/2025.
 - b. Project No. 24-4276 McCook Package C Addendum 1; Issued on 05/29/2025.
- 2.4. The term "Work" means all construction services required by, intended by, and included in the Second Amendment, 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 Second Amendment. The Scope of Work for the Contractor is set forth in Section 6. For the purposes of this Second Amendment, Site Excavation shall mean the removal of all materials necessary for Base Construction to commence on the Project. For the purposes of this Second Amendment,



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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.

Article 3. Owner

- 3.1. If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site, within the Owner's reasonable control and possession.
- 3.2. Subject to the terms and conditions of this Second Amendment, if the Contractor fails to correct Work which is not in accordance with the Second Amendment, the Owner may direct the Contractor, in writing, to stop the Work until the correction is made.
- 3.3. Subject to the terms and conditions of this Second Amendment, if the Contractor fails to carry out the Work in accordance with this Second Amendment 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 Second Amendment 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 standards for similar projects; shall utilize its best skill, effort, and judgment in diligently



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performing the Work. The 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 Second Amendment.
- 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 Second Amendment 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 Contractor may agree to deduct any such additional costs from Owner's construction contingency for the Project.



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- 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 Second Amendment 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.
- 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



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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, 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-



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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 Second Amendment 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 Second Amendment, 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 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



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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 Second Amendment is fully executed unless specifically provided in the Contract Documents.
 - g. No substitution shall be made unless authorized in writing, by the Owner.
 - 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.



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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 - Package C shall be as follows:

Scope Summary: Construction of concessions structure and maintenance structure, all for the McCook Sports Complex, as set forth herein and within the Contract Documents.

TOTAL CONTRACT SUM: \$2,660,930.00

6.2. The Total 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:

- Five percent (5.0%) of the Total Contract Sum for Phase I - Package C due from Owner to Contractor on/or before July 15, 2025.
- 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 Second Amendment. 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 similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.



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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 Second Amendment 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.

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.



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Article 8. Insurance

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

Commercial General Liability

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

Commercial Auto

- \$1,000,000 Combined Single Limit

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 Second Amendment. 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.
- 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 thirty (30) calendar days prior written notice has been given to the Owner. To the extent required, an additional certificate evidencing continuation of liability coverage, including coverage for completed operations, may 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 designed portion thereof unless otherwise provided in the Certificate of Substantial Completion.

Article 10. Termination

- 10.1. Termination by the Contractor. Contractor may declare default and terminate the Second Amendment 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 Second Amendment 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 Second Amendment 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 Second Amendment if the Contractor:



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

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 Second Amendment 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.



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- 11.4. If default should occur under this Second Amendment, 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 Second Amendment, 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 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 Second Amendment, 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



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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 Second Amendment 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.

Article 12. Severability of Second Amendment

12.1 If any term or provision of this Second Amendment 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 Second Amendment, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Second Amendment. If any provision or part thereof of this Second Amendment 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 Second Amendment 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 Second Amendment.

Article 14. Survival

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

Article 15. Ambiguities

15.1 Each Party, and its respective legal counsel, have participated fully in the review and revision of this Second Amendment. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Second Amendment. The language in this Second Amendment 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 Second Amendment shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy.

Article 17. Headings

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

Article 18. Counterpart & Electronic Signatures

18.1 This Second Amendment 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 as an original, but all of which together shall constitute but one and the same instrument. The parties hereto acknowledge and agree that this Second Amendment 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 Second Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Second Amendment. Each party represents and warrants to the other that the execution and delivery of this Second Amendment and the performance of such party's obligations hereunder have been duly authorized and that the Second Amendment 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 Second Amendment 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 Second Amendment and any Assignment in violation of this provision shall be null and void.



Article 21. Choice of Law & Dispute Resolution

- 21.1. All matters arising out of or related to this Second Amendment 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 Second Amendment shall reside only in courts located in the 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 Second Amendment, 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 Second Amendment, 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 Second Amendment hereby waives any objection based upon *forum non conveniens*, and any objection to venue of any action instituted by or through this Second Amendment 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 Second Amendment

- 22.1 This Second Amendment, 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 Second Amendment may not be changed or 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 Second Amendment to be duly executed as of the day and year first above written.



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Owner:

City of McCook, Nebraska

By: _____

Print Name/Title: _____

Date: _____

Contractor:

Mammoth Sports Construction, LLC

By: _____

Print Name/Title: Jacob Farrant, CEO

Date: _____





McCook Sports Complex

Exhibit C.1 – Phase I – Package C - Scope of the Work, Allowances, Deviations & Clarifications – Project No. 24-4276 – Dated 06/12/2025.

The Scope of Work, Allowances, Deviations & Clarifications for Phase I - Package C of the Project is set forth as follows:

Contract Pricing

- a. Pricing is based on the following documents:
 - i. McCOOK SPORTS COMPLEX – Phase I - Package C; Exhibit C.1 – Scope of the Work, Allowances, Deviations & Clarifications – Project No. 24-4276 – Dated 06/12/2025.
 - ii. McCOOK SPORTS COMPLEX – Phase I - Package C; Exhibit C.2 – Sheet Index & Addendum 1 Narrative – Project No. 24-4276 – Incorporating the following:
 1. Project No. 24-4276 McCook IFB Package C; Issued on 05/12/2025.
 2. Project No. 24-4276 McCook Package C Addendum 1; Issued on 05/29/2025.
 - iii. Owner’s execution of this Second Amendment on or before June 19, 2025.
- b. Scope of Work Summary: Construction of concessions structure and maintenance structure, all for the McCook Sports Complex, as set forth herein and within the Contract Documents.
- c. Pricing is subject to the terms and conditions of the Second Amendment, allowances, and deviations 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:

1. Site Investigation: (a) For unknown defects discovered during construction.



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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 Second Amendment.
4. Changes derived from the terms and conditions of this Second Amendment.

General Conditions and Clarifications

1. Sales tax is excluded. Upon execution of this Second Amendment, 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 Second Amendment, including but not limited to heavy machinery use, semi-tractor and dump truck travel and the delivery of construction materials necessary for the 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



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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. An allowance of \$25,000 for construction testing and inspections has been included.
2. An allowance of \$15,000 for internet/IT services has been included.
3. An allowance of \$34,000 for "rough in" for sound systems at the two (2) championship fields has been included.

Alternates For Owner's Selection

1. None.

Plan Deviations

1. Materially similar/equal alternative exterior site lighting package has been included, in lieu of the specified lighting. Local vendors were unable to secure selected lighting.
2. Aluminum feeders at the building have been included in lieu of copper feeders.
3. Only backflow preventers in the buildings are included. There is significant concern of the lines freezing if placed in an exterior vault from per engineering.
4. Stainless steel storage shelving in the concession stand has been included in lieu of OFCI.
5. The concrete curb at the mop sink in the concession stand has been excluded.
6. Any and all interior wood trim shown in the plans has been excluded. Window returns will be drywall wrapped.

Exclusions

1. The following have been excluded:
 - a. All kitchen equipment.
 - b. All sound systems.
 - c. All "rough in" for sound systems, except at the two (2) championship fields as stated above.
 - d. All costs or expenses associated with the water meter and vault.
 - e. All fencing at the concession stand structure.
 - f. All fencing at the maintenance structure.
 - g. All site furniture, i.e., tables, chairs, trash/recycling bins.
 - h. All exterior building signage.



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McCook Sports Complex

Exhibit C.2 - Phase I - Package C - Sheet Index & Addendum 1 Narrative – Project No. 24-4276

Incorporating the following:

1. Project No. 24-4276 McCook IFB Package C; Issued on 05/12/2025.
2. Project No. 24-4276 McCook Package C Addendum 1; Issued on 05/29/2025.



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PACKAGE C - ADDENDUM 01 - NARRATIVE

Issued: 05/29/2025
Project: PFC Gerald L Walters Sports Complex
Project No. 24-0276
Owner: Project Owner
Address
City, ST 00000

Permit Documents Issued: 05/09/2025

This Narrative includes these 3 pages and the following attachments:

Specifications:

Revised Sections:
N/A

Drawings:

Revised Sheets:
C530, P101B, P401, P601, E101B, & E602

Substitution Request:

N/A

Bidders' Questions (RFIs):

1. Note 1 mentioned to use SDR35 for the water main, we will plan to use C900 due to the pressure.
 - a. *Utilize the C900. We have also updated the pipe size to a 4" line*
2. For the 1" waterline would HDPE poly pipe be suitable?
 - a. *HDPE poly pipe is suitable*
3. For the water meter vault, is there a standard size you would like to use? Are we to provide the meter or will the City? If we are to provide the meter, what size, model and manufacture would be required?
 - a. *Meter Vault: 8' l x 6' w x 5' h (min h) or city/engineer approved vault
Meter: City will provide the meter*
4. Do you have a model of yard hydrant you would like to use? Do they need to be frost free?
 - a. *Freezeless IOWA yard Hydrant Model Y34 or equivalent*
5. For the sewer tie-in would you like for us to just run the pipe long and plan to tie into a manhole that would be provided on the civil infrastructure?
 - a. *The civil infrastructure will have a manhole that will be in the center of the loop road. Part of their scope will be to bring a 4" pipe to the ROW where we will tie in.*



Plan to tie into the 4" pipe that we will meet at the ROW

6. Please advise how you want to proceed with water line.
 - a. *Utilize the C900. We have also updated the pipe size to a 4" line. See Add 1 plans for tying into 4" line provided by other contractor*

7. On sheet P101 they show a water line extended to the buildings exterior with a valve located in a "box" below frost line and a yard hydrant tied into this line. Is this work part of the site utility work being done under a separate bid?
 - a. *To be included in this bid package. Will update this sheet to include*

8. Is the valve intended to be a curb stop with a stop box on it?
 - a. *Yes*

9. There is no water piping extended into the building to supply the restroom. There is also no water piping to the new fixtures or a water heater to serve the hand sink. Has this piping been intentionally omitted or does it need to be included in this alternates pricing?
 - a. *To be included in this bid package. See Addendum 1 plan set for water piping within maintenance building*

10. Verify we can use K-Style Gutter
 - a. *Yes, 5" K-Style seamless Gutter and Downspouts*

11. Please confirm all downspouts are tying into the storm drainage system
 - a. *Yes, concessions building downspouts will tie into the nearest storm drainage system. For maintenance building they will flow above grade into swales conveying into drainage system.*

12. Please confirm shingle type
 - a. *HDZ Natural Shadow-30 Year*

13. Please confirm number of roof penetrations
 - a. *Refer to Mechanical/Plumbing Drawings*

14. Is 30# Roof Felt acceptable shingle underlayment
 - a. *Yes*

15. Are alternate manufacturers acceptable?
 - a. *Yes, please provide product date that meets the basis of design prior to the questions deadline.*

16. Can you confirm the ridge vent type?
 - a. *Ridge Vent on structure, Lo-Omni-is an acceptable system*

SPECIFICATIONS

1 N/A



DRAWINGS

CIVIL

2 SHEET C530. – WATER & SANITARY SEWER PLAN

- 2.1 Revised the water line size coming into the building to a 4" pipe.
- 2.2 Revised the water lines going to the maintenance shed and to the spigots coming from the building, rather than a T before it reaches the building.
- 2.3 Updated domestic water line material

PLUMBING

3 SHEET P101B. – PLUMBING FLOOR PLAN – BLDG B

- 3.1 Floor Plan 2 - Added incoming water line to building B and routed over to restroom.
- 3.2 Floor Plan 2 - Added instantaneous water heater (WH-2) to restroom.
- 3.3 Floor Plan 1 - Added vent piping, vent thru roof, and floor sink to restroom.

4 SHEET P401. – PLUMBING RISERS

- 4.1 Detail 1 - Revised the incoming water line size to building B to 4".
- 4.2 Detail 3 – Added building B combined plumbing riser.

5 SHEET P601. – PLUMBING SCHEDULES & DETAILS

- 5.1 Added instantaneous water heater (WH-2) to Water Heater Schedule.
- 5.2 Added flush tank water closet (WC-3) to Plumbing Fixture Schedule.

ELECTRICAL

6 SHEET E101B. – ELECTRICAL FLOOR PLANS – BLDG B

- 6.1 Floor Plan 2 - Added receptacle for instantaneous water heater (WH-2)

7 SHEET E602. – ELECTRICAL SCHEDULES

- 7.1 Added circuit LPB-17 for instantaneous water heater (WH-2).

END OF REVISION

**CITY MANAGER'S REPORT
JUNE 16, 2025 MCCOOK CITY COUNCIL MEETING**

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

BACKGROUND:

Staff would like to keep this item as a place keeper on the McCook City Council agendas while we work through the planning and construction process for the sports complex. In particular, the City would like to discuss the bond anticipation note sale, Five-Year Operating Pro Forma prepared by the Sports Facilities Companies, and announce the award of a Sherwood Foundation grant for the PFC Gerald L. Walters Sports Complex in the amount of \$500,000!

APPROVALS:



Nathan A. Schneider, City Manager

June 12, 2025



Lea Ann Doak, City Clerk

June 12, 2025



Tera Koetter, Assistant City Manager

June 12, 2025

IMPROVING COMMUNITIES THROUGH SPORT



FIVE-YEAR OPERATING PRO FORMA

PREPARED FOR: MAMMOTH SPORTS CONSTRUCTION/CITY OF MCCOOK

REPORT DELIVERY DATE: JUNE 2025



THIS PROJECT IS REPRESENTED BY **THE SPORTS FACILITIES ADVISORY** FOR MORE INFORMATION VISIT WWW.SPORTSFACILITIES.COM

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Facility Program Details

Facility Program

Outdoor Athletic Facilities

Space	Outdoor Programming Product/Service	Count	Dimensions		Approx. SF each	Total SF	% of Footprint
			L (')	W (')			
225' BB/SB Fields	Regulation Turf Field (with dugouts, warm-up, viewing area)	3	225' Fence		50,625	151,875	25.1%
	Youth Baseball/Softball Fields	3	225' Fence		Over 250' Fields		0.0%
	<i>Total 250' Baseball/Softball Fields Sq. Ft.</i>					151,875	25.1%
300' BB/SB Fields	Regulation Turf Field (with dugouts, warm-up, viewing area)	1	300' Fence		90,000	90,000	14.9%
	<i>Total 300' Baseball/Softball Fields Sq. Ft.</i>					90,000	14.9%
Flex MP Field	Synthetic Turf Flex Field	1	-	-	120,105	120,105	19.8%
	Youth Baseball/Softball Fields (up to 225' Corner Fence)	2	220' Fence		Over Flex Fields		0.0%
	<i>Total Flex Fields Sq. Ft.</i>					120,105	19.8%
Championship Softball Field	Regulation Turf Field (with dugouts, warm-up, viewing area)	1	220' Fence		50,625	50,625	8.4%
	Stadium Bleachers (300 Seats)	1	-	-	1,800	1,800	0.3%
	<i>Total Championship Softball Field Sq. Ft.</i>					52,425	8.7%
Championship Baseball Field	Regulation Turf Field (with dugouts, warm-up, viewing area)	1	400' Fence		148,225	148,225	24.5%
	Stadium Bleachers (300 Seats)	1	-	-	1,800	1,800	0.3%
	<i>Total Championship Baseball Field Sq. Ft.</i>					150,025	24.8%
Practice Field	Natural Grass Practice Field	1	220	100	22,000	22,000	3.6%
	<i>Total Outdoor Multi-Purpose Fields Sq. Ft.</i>					22,000	3.6%
Support Spaces	Batting Cages	10	75	15	1,125	11,250	1.9%
	Secondary Support Buildings	2	40	40	1,600	3,200	0.5%
	Press Box	2	40	40	1,600	3,200	0.5%
	<i>Total Support Buildings Sq. Ft.</i>					17,650	2.9%
Maint.	Maintenance Buildings	1	30	40	1,200	1,200	0.2%
	<i>Total Maintenance Sq. Ft.</i>					1,200	0.2%
Total Estimated Outdoor Athletic Facilities SF						605,280	100%
Total Outdoor Athletic Facility Acreage						13.90	

Site Development

Parking Spaces Total		Quantity	Dimensions		Approx. SF each	Total SF	% of Total
			L (')	W (')			
Total	Parking Spaces Total (10'x18') (20' x 20' Inc. aisles)	520	20	20	400	208,000	42.3%
	Setbacks, Green Space, Trails, etc.	20% Indoor/Parking, 40% Outdoor				283,712	57.7%
Total Estimated Site Development SF						491,712	100%
Total Site Development Acreage						11.29	
Total Complex Acreage						25.18	

Facility Development Costs

Use of Funds - Provided by Mammoth Sports Construction	
Mass Ex	\$861,850
Multipurpose Soccer Field	\$2,607,439
Pod Fields	\$5,406,584
Baseball Championship	\$2,185,387
Softball Championship	\$1,117,462
Site Improvements*	\$2,024,619
Buildings**	\$2,696,659
Total Uses of Funds	\$16,900,000

* Includes parking lot, all sidewalk, perimeter fence, and storm drainage across the site

** Estimated - Maintenance, concessions, and wet utilities to the building

Financial Performance Summary

Total Revenue & Expenses - 5-Year Detail

Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
Outdoor Rental Baseball/Softball Tournaments	\$14,000	\$16,000	\$24,200	\$37,400	\$46,200
Outdoor Field Rental	\$43,237	\$45,399	\$52,435	\$55,057	\$57,810
Gate Fees	\$11,760	\$13,440	\$18,480	\$26,880	\$31,920
Total Revenue	\$68,997	\$74,839	\$95,115	\$119,337	\$135,930
Cost of Goods Sold	Year 1	Year 2	Year 3	Year 4	Year 5
Outdoor Rental Baseball/Softball Tournaments	\$1,400	\$1,600	\$2,420	\$3,740	\$4,620
Outdoor Field Rental	\$2,162	\$2,270	\$2,622	\$2,753	\$2,891
Gate Fees	\$2,940	\$3,360	\$4,620	\$5,880	\$7,140
Total Cost of Goods Sold	\$6,502	\$7,230	\$9,662	\$12,373	\$14,651
Gross Margin	\$62,495	\$67,609	\$85,454	\$106,964	\$121,280
<i>% of Revenue</i>	91%	90%	90%	90%	89%
Facility Expenses	\$209,144	\$207,305	\$211,221	\$215,183	\$219,192
Operating Expense	\$49,550	\$49,785	\$51,298	\$52,979	\$54,366
Management Payroll	\$48,000	\$49,920	\$51,917	\$53,993	\$56,153
Payroll Taxes/Benefits/Bonus	\$18,561	\$19,414	\$20,744	\$22,199	\$23,532
Total Operating Expenses	\$325,255	\$326,424	\$335,179	\$344,355	\$353,243
EBITDA	(\$262,760)	(\$258,815)	(\$249,726)	(\$237,390)	(\$231,963)
<i>% of Revenue</i>	-380.8%	-345.8%	-262.6%	-198.9%	-170.6%

Total Revenue & Expenses - 20-Year Outlook

Total Revenue and Expenses - Year 1-10

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total Revenue	\$68,997	\$74,839	\$95,115	\$119,337	\$135,930	\$140,008	\$144,208	\$148,534	\$152,990	\$157,580
Total Cost of Goods Sold	\$6,502	\$7,230	\$9,662	\$12,373	\$14,651	\$15,090	\$15,543	\$16,009	\$16,489	\$16,984
Gross Margin	\$62,495	\$67,609	\$85,454	\$106,964	\$121,280	\$124,918	\$128,665	\$132,525	\$136,501	\$140,596
% of Revenue	91%	90%	90%	90%	89%	89%	89%	89%	89%	89%
Total Operating Expenses	\$325,255	\$326,424	\$335,179	\$344,355	\$353,243	\$358,541	\$363,919	\$369,378	\$374,919	\$380,543
EBITDA	(\$262,760)	(\$258,815)	(\$249,726)	(\$237,390)	(\$231,963)	(\$233,623)	(\$235,254)	(\$236,853)	(\$238,418)	(\$239,946)
% of Revenue	-381%	-346%	-263%	-199%	-171%	-167%	-163%	-159%	-156%	-152%

Total Revenue and Expenses - Year 11-20

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Total Revenue	\$160,732	\$163,946	\$167,225	\$170,570	\$173,981	\$175,721	\$177,478	\$179,253	\$181,046	\$182,856
Total Cost of Goods Sold	\$17,324	\$17,670	\$18,024	\$18,384	\$18,752	\$18,939	\$19,129	\$19,320	\$19,513	\$19,708
Gross Margin	\$143,408	\$146,276	\$149,202	\$152,186	\$155,230	\$156,782	\$158,350	\$159,933	\$161,533	\$163,148
% of Revenue	89%	89%	89%	89%	89%	89%	89%	89%	89%	89%
Total Operating Expenses	\$386,251	\$392,045	\$397,925	\$403,894	\$409,952	\$416,102	\$422,343	\$428,678	\$435,109	\$441,635
EBITDA	(\$242,843)	(\$245,768)	(\$248,723)	(\$251,708)	(\$254,723)	(\$259,320)	(\$263,994)	(\$268,745)	(\$273,576)	(\$278,487)
% of Revenue	-151%	-150%	-149%	-148%	-146%	-148%	-149%	-150%	-151%	-152%

Economic Impact

Economic Impact

Number of Events Per Year

	Year 1	Year 2	Year 3	Year 4	Year 5
Baseball/Softball Tournaments	5	6	8	10	12
Total Events Per Year	5	6	8	10	12

Per Person Spending By Category

	Year 1	Year 2	Year 3	Year 4	Year 5
Lodging/Accommodations	\$36.67	\$37.22	\$37.77	\$38.34	\$38.92
Dining/Groceries	\$51.00	\$51.77	\$52.54	\$53.33	\$54.13
Transportation	\$8.67	\$8.80	\$8.93	\$9.07	\$9.20
Entertainment/Attractions	\$4.08	\$4.14	\$4.20	\$4.27	\$4.33
Retail	\$23.97	\$24.33	\$24.69	\$25.06	\$25.44
Miscellaneous	\$13.77	\$13.98	\$14.19	\$14.40	\$14.61
Total	\$138.16	\$140.23	\$142.33	\$144.47	\$146.63

Economic Impact Drivers

	Year 1	Year 2	Year 3	Year 4	Year 5
Non-Local Days in Market - Overnight	11,057	12,474	17,294	29,295	34,115
Room Nights	2,457	2,772	3,843	6,846	7,917

Economic Impact

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Direct Spending - Overnight	\$1,527,529	\$1,749,217	\$2,461,426	\$4,232,174	\$5,002,361
Total Indirect Spending	\$0	\$0	\$0	\$0	\$0
Total Economic Impact	\$1,527,529	\$1,749,217	\$2,461,426	\$4,232,174	\$5,002,361

Economic Impact - 20-Year Outlook

Economic Impact Drivers: Years 1-10

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Non-Local Days in Market	11,057	12,474	17,294	29,295	34,115	34,456	34,800	35,148	35,500	35,855
Room Nights	2,457	2,772	3,843	6,846	7,917	7,996	8,076	8,157	8,238	8,321

Economic Impact: Years 1-10

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Overnight	\$138.16	\$140.23	\$142.33	\$144.47	\$146.63	\$148.83	\$151.07	\$153.33	\$155.63	\$157.97
Total Economic Impact	\$1,527,529	\$1,749,217	\$2,461,426	\$4,232,174	\$5,002,361	\$5,128,170	\$5,257,144	\$5,389,361	\$5,524,903	\$5,663,855

Economic Impact Drivers: Years 11-20

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Non-Local Days in Market	36,213	36,575	36,941	37,311	37,684	38,060	38,441	38,825	39,214	39,606
Room Nights	8,404	8,488	8,573	8,659	8,745	8,833	8,921	9,010	9,100	9,191

Economic Impact: Years 11-20

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Overnight	\$160.34	\$162.74	\$165.18	\$167.66	\$170.18	\$172.73	\$175.32	\$177.95	\$180.62	\$183.33
Total Economic Impact	\$5,806,301	\$5,952,329	\$6,102,030	\$6,255,496	\$6,412,822	\$6,574,104	\$6,739,443	\$6,908,940	\$7,082,700	\$7,260,830

Business Unit Analysis

Baseball/Softball Rental Tournament Revenue & Expenses

Revenue	Management Assumption	Rental Fees					Number of Events per Year					Event Details	Year 1	Year 2	Year 3	Year 4	Year 5	
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5							
Small Tournament - 4 Fields, 2 Days																		
Team Information	15 Players per Team																	
Diamond Field	Daily Rental Rate	\$250	\$250	\$275	\$275	\$289	3	4	5	6	7	420	\$6,000	\$8,000	\$11,000	\$13,200	\$16,170	
Rental Fees	2 Spectators per Player											840						
Speculators																		
Medium Tournament - 8 Fields, 2 Days																		
Team Information	15 Players per Team																	
Diamond Field	Daily Rental Rate	\$250	\$250	\$275	\$275	\$289	2	2	3	3	4	840	\$8,000	\$8,000	\$13,200	\$13,200	\$18,480	
Rental Fees	2 Spectators per Player											1680						
Speculators																		
Large Summer Tournament - 8 Fields, 5 Days																		
Team Information	15 Players per Team																	
Diamond Field	Daily Rental Rate	\$250	\$250	\$275	\$275	\$289	-	-	-	1	1	840	\$0	\$0	\$0	\$11,000	\$11,550	
Rental Fees	2 Spectators per Player											1680						
Speculators																		
	Non-Capacity Growth Rate	1.00	1.00	1.10	1.00	1.05	5	6	8	10	12							
Total Revenue													\$14,000	\$16,000	\$24,200	\$37,400	\$46,200	
Cost of Goods Sold																		
Tournament Attendant Staff	10% Gross Revenue												\$1,400	\$1,600	\$2,420	\$3,740	\$4,620	
Trainer Fees	Pass Through												\$0	\$0	\$0	\$0	\$0	
													\$1,400	\$1,600	\$2,420	\$3,740	\$4,620	
Net Revenue													\$12,600	\$14,400	\$21,780	\$33,660	\$41,580	

Outdoor Field Rental Revenue & Expenses

Revenue	Management Assumption	Rental Fees					Number of Rentals					Sellable Sessions	Year 1	Year 2	Year 3	Year 4	Year 5				
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5										
Baseball/Softball Field Rentals																					
Sept. - Oct.	\$/Hour	\$50	\$50	\$55	\$55	\$58	48	50	53	56	56	1	\$2,400	\$2,520	\$2,911	\$3,056	\$3,209				
Nov. - Dec.	\$/Hour	\$50	\$50	\$55	\$55	\$58	-	-	-	-	1	\$0	\$0	\$0	\$0	\$0					
Jan. - Feb.	\$/Hour	\$50	\$50	\$55	\$55	\$58	-	-	-	-	1	\$0	\$0	\$0	\$0	\$0					
Mar. - Apr.	\$/Hour	\$50	\$50	\$55	\$55	\$58	48	50	53	56	56	1	\$2,400	\$2,520	\$2,911	\$3,056	\$3,209				
May - June	\$/Hour	\$50	\$50	\$55	\$55	\$58	96	101	106	111	111	1	\$4,800	\$5,040	\$5,821	\$6,112	\$6,418				
July - Aug	\$/Hour	\$50	\$50	\$55	\$55	\$58	96	101	106	111	111	1	\$4,800	\$5,040	\$5,821	\$6,112	\$6,418				
Multi-Purpose Field Rentals																					
Sept. - Oct.	\$/Hour	\$100	\$100	\$110	\$110	\$116	96	101	106	111	111	1	\$9,600	\$10,080	\$11,642	\$12,225	\$12,836				
Nov. - Dec.	\$/Hour	\$100	\$100	\$110	\$110	\$116	-	-	-	-	1	\$0	\$0	\$0	\$0	\$0					
Jan. - Feb.	\$/Hour	\$100	\$100	\$110	\$110	\$116	-	-	-	-	1	\$0	\$0	\$0	\$0	\$0					
Mar. - Apr.	\$/Hour	\$100	\$100	\$110	\$110	\$116	96	101	106	111	111	1	\$9,600	\$10,080	\$11,642	\$12,225	\$12,836				
May - June	\$/Hour	\$100	\$100	\$110	\$110	\$116	32	34	35	37	37	1	\$3,200	\$3,360	\$3,881	\$4,075	\$4,279				
July - Aug	\$/Hour	\$100	\$100	\$110	\$110	\$116	32	34	35	37	37	1	\$3,200	\$3,360	\$3,881	\$4,075	\$4,279				
Field Light Usage Charge	\$/Hour	\$17	\$17	\$19	\$19	\$20	190	200	210	220	220	1	\$3,237	\$3,399	\$3,925	\$4,122	\$4,328				
Non-Capacity Growth Rate		1.00	1.10	1.00	1.00	1.05	1.05	1.05	1.05	1.05	1.00										
Total Revenue																	\$43,237	\$45,399	\$52,435	\$55,057	\$57,810
Cost of Goods Sold																					
Management Assumption																					
5% Gross Revenue																	Year 1	Year 2	Year 3	Year 4	Year 5
Supervision/Maintenance Staff																	\$2,162	\$2,270	\$2,622	\$2,753	\$2,891
Total Cost of Goods Sold																	\$2,162	\$2,270	\$2,622	\$2,753	\$2,891
Net Revenue																	\$41,075	\$43,129	\$49,814	\$52,304	\$54,920
Pricing Notes																					
Multi-Purpose Field	Baseball/Softball Field																				
Lakeside Park Premium 12U Field	City of York Ballpark Complex Tournament Rental Fee																				
\$15/hour	\$175 / field / day																				
Pacific Meadows Premium Field	Sherman Field Game Fee (grass)																				
\$20 / hour	\$515 / day																				
Zorinsky Lake Premium Field	Holmes, Mahoney, Sawyer Snell Field Rental																				
\$15 / hour	\$110 / field/day (\$85 for additional field)																				
BSC Walter Soccer Complex	Densmore Fields - Skinned Infields																				
\$100 / hour - 11V11 field	\$115 / field/day (\$90 for additional fields)																				
La Vista Recreation Soccer Complex	Ballard Ballfield																				
\$40 / 2 hours	\$22 / hour, turf infield																				
La Vista Recreation Tournament Rental	Papillon Field Diamond Field Tournament																				
\$50/field/day	\$40 / hour																				
Lincoln Sports Foundation Arena	Lincoln Sports Foundation Field																				
\$150 / hour	\$75 / hour																				
Papillon Landing Artificial Outdoor Turf Field	Papillon Landing Artificial Outdoor Turf Field																				
\$120 / hour, non-resident, peak season	\$120 / hour, non-resident, peak season																				

Gate Fees Revenue & Expenses

Event Type	Tournament Pass	Gate Fee	Number of Events per Year					Daily Attendees (Non-Athletes)				
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5
Rental Baseball - Small	1	\$10.00	3	4	5	6	7	\$25,200	\$33,600	\$42,000	\$50,400	\$58,800
Rental Baseball - Medium	1	\$10.00	2	2	3	3	4	\$33,600	\$33,600	\$50,400	\$50,400	\$67,200
Gate Fee Reduction of Revenue (Rental)	80% to Rights Holder							(\$47,040)	(\$53,760)	(\$73,920)	(\$107,520)	(\$127,680)
Total Revenue			5	6	8	10	12	\$11,760	\$13,440	\$18,480	\$26,880	\$31,920
Management Assumption												
Gate Staff		\$0.25 Per Sale						\$1,470	\$1,680	\$2,310	\$2,940	\$3,570
Gate Ticket Cost		\$0.25 Per Ticket						\$1,470	\$1,680	\$2,310	\$2,940	\$3,570
Total Cost of Goods Sold								\$2,940	\$3,360	\$4,620	\$5,880	\$7,140
Net Revenue								\$8,820	\$10,080	\$13,860	\$21,000	\$24,780

Overhead Expenses

Facility Expenses

Indoor Facility/Buildings

Indoor Facility Expense	Management Assumption	Year 1	Year 2	Year 3	Year 4	Year 5
Janitorial Expenses	<i>Cleaning and Supplies</i>	\$13,433	\$13,885	\$14,899	\$15,917	\$16,936
Safety Supplies	<i>Includes Year 1 Purchase</i>	\$8,500	\$3,400	\$3,451	\$3,503	\$3,555
Maintenance & Repairs	<i>Excludes Capital Replacement</i>	\$6,178	\$6,270	\$6,364	\$6,460	\$6,557
Utility Expense	<i>Electricity, Gas, Water, Trash, etc.</i>	\$36,842	\$37,394	\$37,955	\$38,525	\$39,103
Total Indoor Facility Expense		\$64,952	\$60,949	\$62,670	\$64,404	\$66,151

Outdoor Facility/Fields

Outdoor Facility Expense	Management Assumption	Year 1	Year 2	Year 3	Year 4	Year 5
Turf Multi-Purpose Field Maintenance and Labor	<i>Excludes Capital Replacement</i>	\$7,750	\$7,866	\$7,984	\$8,104	\$8,226
Natural Grass Multi-Purpose Field Maintenance and Labor	<i>Excludes Capital Replacement</i>	\$5,000	\$5,075	\$5,151	\$5,228	\$5,307
Natural Grass Field Irrigation	<i>Based on Annual Precipitation</i>	\$4,123	\$4,185	\$4,247	\$4,311	\$4,376
Turf Baseball/Softball Field Maintenance and Labor	<i>Excludes Capital Replacement</i>	\$34,500	\$35,018	\$35,543	\$36,076	\$36,617
Grounds Maintenance, Labor, and Lighting	<i>Based on Site Development</i>	\$33,864	\$34,372	\$34,888	\$35,411	\$35,943
Field Lighting (includes Championship Fields)	<i>Based on Electricity and Field Hours</i>	\$58,955	\$59,840	\$60,737	\$61,648	\$62,573
Total Outdoor Facility Expense		\$144,192	\$146,355	\$148,551	\$150,779	\$153,041
Total Facility Expense		\$209,144	\$207,305	\$211,221	\$215,183	\$219,192

Operating Expenses

Expense	Management Assumption	Year 1	Year 2	Year 3	Year 4	Year 5
Accounting Fees	<i>Assumed Under City Budget</i>	-	-	-	-	-
Bank Service Charges	<i>Banking Fees, Credit Card Processing</i>	\$1,380	\$1,497	\$1,902	\$2,387	\$2,719
Communications	<i>IT, Phone, Cable, Internet</i>	\$15,000	\$15,225	\$15,453	\$15,685	\$15,920
Employee Uniforms		\$1,500	\$1,523	\$1,545	\$1,569	\$1,592
Marketing and Advertising		\$2,070	\$1,497	\$1,902	\$2,387	\$2,719
Insurance	<i>General, Property, Liability</i>	\$15,000	\$15,225	\$15,453	\$15,685	\$15,920
Legal Fees	<i>Assumed Under City Budget</i>	-	-	-	-	-
Licenses, Permits	<i>Food, Music, etc.</i>	\$5,000	\$5,075	\$5,151	\$5,228	\$5,307
Office Supplies	<i>Assumed Under City Budget</i>	-	-	-	-	-
Software	<i>Operating, Scheduling, POS, Registration</i>	\$9,600	\$9,744	\$9,890	\$10,039	\$10,189
Total Operating Expenses		\$49,550	\$49,785	\$51,298	\$52,979	\$54,366

Management Payroll Summary

Management Position	Management Assumption	Year 1	Year 2	Year 3	Year 4	Year 5
General Manager	<i>Covered by City</i>	-	-	-	-	-
Outdoor Facility Manager		\$48,000	\$49,920	\$51,917	\$53,993	\$56,153
Finance Manager, Part-Time	<i>Covered by City</i>	-	-	-	-	-
Admin Support	<i>Covered by City</i>	-	-	-	-	-
Total Management Payroll		\$48,000	\$49,920	\$51,917	\$53,993	\$56,153

Payroll Summary

Total Payroll Summary		Management Assumption	Pre-Open	Year 1	Year 2	Year 3	Year 4	Year 5
Mgmt	General Manager - Covered by City	12 months prior	-	-	-	-	-	-
Mgmt	Outdoor Facility Manager	3 months prior	\$12,000	\$48,000	\$49,920	\$51,917	\$53,993	\$56,153
Mgmt	Finance Manager - Part Time - Covered by City	6 months prior	-	-	-	-	-	-
Support	Admin Support - Covered by City	1 month prior	-	-	-	-	-	-
Subtotal Management Payroll			\$12,000	\$48,000	\$49,920	\$51,917	\$53,993	\$56,153
Staff	Outdoor Rental Baseball/Softball Tournament Staff	1 month prior	\$117	\$1,400	\$1,600	\$2,420	\$3,740	\$4,620
Staff	Gate Staff	1 month prior	\$123	\$1,470	\$1,680	\$2,310	\$2,940	\$3,570
Staff	Outdoor Field Rental Staff	1 month prior	\$180	\$2,162	\$2,270	\$2,622	\$2,753	\$2,891
Subtotal Sport Admin Staff			\$419	\$5,032	\$5,550	\$7,352	\$9,433	\$11,081
Payroll Subtotal			\$12,419	\$53,032	\$55,470	\$59,269	\$63,426	\$67,234
	Payroll Services	3% of Payroll	\$373	\$1,591	\$1,664	\$1,778	\$1,903	\$2,017
	Payroll Taxes/Benefits	32% of Payroll	\$3,974	\$16,970	\$17,750	\$18,966	\$20,296	\$21,515
Payroll Taxes/Benefits/Bonus Totals			\$4,347	\$18,561	\$19,414	\$20,744	\$22,199	\$23,532
Total Payroll Cost			\$71,593	\$74,884	\$74,884	\$80,013	\$85,626	\$90,766

Supplemental Analysis

Facility Utilization Summary

Outdoor Multi-Purpose Field Utilization	Annual Utilization				
	Annual %	Annual %	Annual %	Annual %	Annual %
	Year1	Year2	Year3	Year4	Year5
Sport					
Baseball Tournaments	1.86%	1.86%	2.79%	5.12%	6.05%
MP Sports Field Rental	5.95%	6.23%	6.56%	6.89%	6.89%
Total Field Utilization	7.81%	8.11%	9.35%	12.01%	12.94%
Number of Fields	2				
Maximum Field Time/Year (Hours)	4,300				
Maximum Field Time/Session (Hours)	717				

Outdoor BB/SB Field Utilization	Annual Utilization				
	Annual %	Annual %	Annual %	Annual %	Annual %
	Year1	Year2	Year3	Year4	Year5
Sport					
Baseball Tournaments	3.10%	3.72%	4.86%	7.91%	9.15%
BB/SB Field Rental	2.23%	2.34%	2.46%	2.58%	2.58%
Total Field Utilization	5.33%	6.07%	7.42%	10.49%	11.73%
Number of Fields	6				
Maximum Field Time/Year (Hours)	12,900				
Maximum Field Time/Session (Hours)	2,150				

Day	Prime Hours	Prime Hours
Monday	5:00pm-9:00pm	4
Tuesday	5:00pm-9:00pm	4
Wednesday	5:00pm-9:00pm	4
Thursday	5:00pm-9:00pm	4
Friday	5:00pm-9:00pm	4
Saturday	8:00am-9:00pm	13
Sunday	11:00am-9:00pm	10
		43

Outdoor Multi-Purpose Field Utilization	Busiest Session Utilization (Fall)				
	Session %	Session %	Session %	Session %	Session %
	Year1	Year2	Year3	Year4	Year5
Sport					
Baseball Tournaments	0.00%	0.00%	0.00%	0.00%	0.00%
MP Sports Field Rental	13.40%	14.07%	14.77%	15.51%	15.51%
Total Field Utilization	13.40%	14.07%	14.77%	15.51%	15.51%

Outdoor BB/SB Field Utilization	Busiest Session Utilization (Summer)				
	Session %	Session %	Session %	Session %	Session %
	Year1	Year2	Year3	Year4	Year5
Sport					
Baseball Tournaments	18.60%	26.05%	29.77%	26.05%	26.05%
BB/SB Field Rental	4.47%	4.89%	4.92%	5.17%	5.17%
Total Field Utilization	23.07%	30.73%	34.69%	31.22%	31.22%

**CITY MANAGER'S REPORT
JUNE 16, 2025 CITY COUNCIL MEETING**

ITEM: **4.I.**

Approve the 2025-2026 budget schedule.

BACKGROUND:

The 2025-2026 budget season is fast approaching. Historically, the council has approved the budget schedule prior to commencement. Included with this report is a proposed budget schedule. Council can determine the date of the special meeting for budget presentation and public review. Last year the meeting was held on Tuesday, either Monday, August 11 or Tuesday, August 12 will work in the schedule.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 12, 2025



Tera Koetter, Assistant City Manager

June 12, 2025



Nathan A. Schneider, City Manager

June 12, 2025

**CITY OF McCOOK
BUDGET PREPARATION CALENDAR
Fiscal Year 2025 - 2026**

<u>Date</u>	<u>Action</u>	<u>By Whom?</u>
June 16, 2025	Approve Budget Calendar	City Council
June 11, 2025	Initial Staff meeting to distribute forms and information to begin budget preparation	City Clerk Assistant City Manager
June 2025	Calculate cost of living percentage change for past 12 months and give to City Clerk.	City Manager Assistant City Manager City Clerk
July 7, 2025	City Council budget requests	City Council
July 9, 2025	Distribute Council Member's budget item requests to appropriate department heads for pricing and comments	City Clerk
June - July 2025	Complete revenue estimates and review with City Manager	City Clerk Assistant City Manager
June & July 2025	Review budget requests with appropriate Boards and Commissions.	City Manager Department Heads
July 1, 2025	Begin review of Water and Sewer rates (possibly Solid Waste) with Public Financial Management (PFM)	Utilities Director City Clerk Assistant City Manager City Manager
July 1, 2025	Submit Capital Outlay/Equipment requests to City Manager	Department Heads
July 1, 2025	Submit budget proposals and proposed increases, both expenditures and revenue estimates to City Clerk. Prioritize new Capital Improvement Projects and capital requests.	City Manager Assistant City Manager City Clerk Department Heads
July 8 - 18, 2025	Review operating budget requests with individual departments	City Manager Assistant City Manager City Clerk Department Heads
July, 2025	Complete review of entire budget and achieve balance between revenues and expenditures.	Department Heads City Manager Assistant City Manager City Clerk
August 4, 2025	City Manager annual evaluation	City Council City Manager
August 5 - 6, 2025	Begin printing of Preliminary Budget Document	City Clerk Assistant City Manager

August 11 or 12, 2025 Special Meeting	Deliver copies of Preliminary Budget to City Council Members and Media.	City Clerk Assistant City Manager City Manager
August 11 or 12, 2025 Special Meeting	Hold a public review meeting.	City Council and City Staff
August & September	Public Financial Management (PFM) presentation Water & Sewer Rates	City Manager Assistant City Manager City Clerk Utilities Director
August 18, 2025	Introduce Budget Ordinance, conduct first reading.	City Manager Assistant City Manager City Clerk City Council
August 20, 2025	County Assessor certifies assessed value on all taxable property	
August 25, 26, or 27, 2025	Publish notice of budget public hearing and summary of Budget Statement and Public Hearing to change tax request from prior year.	City Clerk Assistant City Manager
September 2, 2025 Tuesday Meeting	Hold Public Hearing on budget, conduct second reading of Budget Ordinance, adjust the restrictive funds limit for the unused restricted funds authority, if necessary, and hold Public Hearing to change tax request from prior year, if necessary.	City Council
September ??, 2025 Deadline to notify	County Assessor electronically if tax request exceeds the allowable growth percentage	City Clerk Assistant City Manager
September 15, 2025	Conduct third reading and adopt Budget Ordinance.	City Council
September 17-28, 2025 Date set by County	Joint Public Hearings held	City Representative
September 30, 2025	File Budget with County and State Auditor File Interlocal Agreement report with State Auditor	City Clerk Assistant City Manager
October 6, 2025	Approve Resolution setting tax request	City Clerk Assistant City Manager
October 15, 2025	File Resolution setting tax request with the County Clerk.	City Clerk Assistant City Manager
September & October	Begin review of Water and Sewer rates (possibly Solid Waste) with Public Financial Management (PFM)	City Manager Assistant City Manager City Clerk
November	Public Financial Management (PFM) presentation Water & Sewer Rates	Utilities Director