

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, November 17, 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.

Individuals who have appropriate items for City Council consideration should complete the "Topic for Consideration for City Council Agenda" form located at the information table by the entrance to the Council Chambers. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting, notification of the date will be given.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
 - A. Public Hearing - Regarding a request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC, seeking approval for a preliminary plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street) - to be known as Second North Pointe Addition.
 1. Adjourn the Public Hearing.
 - B. Approve a preliminary plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).- to be known as Second North Pointe Addition.
 - C. Public Hearing - Regarding the Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project.
 1. Adjourn the Public Hearing.
 - D. Meeting of the Community Development Agency - recess as City Council and convene meeting.
 1. Call to Order and Roll Call.
 2. Open Meetings Act Announcement.

3. Approve Resolution No. CDA 2025-03 approving the Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook.
 4. Recess as a Community Development Agency.
 - E. Adopt Resolution No. 2025-36 approving the Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.
 1. Recess as a City Council.
 - F. Adopt Resolution No. CDA 2025-04 authorizing and approving a Redevelopment Agreement including the use of Tax Increment Financing for the North Pointe Redevelopment Project - Phase 3.
 1. Adjourn the McCook Community Development Agency.
 - G. Approve Resolution No. 2025-37 approving the Redevelopment Agreement for the North Pointe 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 November 3, 2025 regular City Council meeting.
 - B. Award the bid for the 2026 Crack Sealing Project to Shelco Construction of Paxton, Nebraska in the amount of \$62,100.00, that being the lowest best bid.
 - C. Award the bid for the 2026 Armor coating Project to Shelco Construction of Paxton, Nebraska in the amount of \$6.85 per gallon, as well as Alternate No. 1 for providing granite aggregate in the amount of \$38,400.00, that being the lowest best bid.
 - D. Approve the Grant of License with Elizabeth Knedlik for the use of a portion of City of McCook property legally described as Lot 18, Block 2, Westridge Addition to the City of McCook, Red Willow County, Nebraska, for the purpose of installing a fence and authorize the Mayor to sign.
 - E. Adopt Resolution No. 2025-35 approving the execution of an Agency Agreement with the Department of Transportation-Division of Aeronautics of the State of Nebraska for Project No. 3-31-0052-022-2026(M04) to be submitted by the Division to the Federal Aviation Administration to obtain federal assistance for the development of the McCook Ben Nelson Regional Airport and authorize the Mayor to sign the agreement and all associated documents.
 - F. Accept the minutes of the November 17, 2025 Planning Commission meeting.
 - G. Approve the request from Kris Hanchera on behalf of the Peace Lutheran Church to utilize city-owned property at Felling Field and to close the alley between Felling Field and Peace Lutheran Church for their end of year School of Religion party on Wednesday, April 29, 2025 from 2:00 P.M. to 8:30 P.M.
 - H. Receive and file the claims for the month of October 2025 and published November 13, 2025.

- I. Approve the bid from Deveny Motors for one (1) new current model year full-size 1/2 ton crew cab 4-wheel drive SSV or PPV truck at \$43,353.00, that being the lowest responsible bid.
4. Regular Agenda.
 - A. Authorize city staff to submit a Nuisance Abatement Program Application to West Central Nebraska Development District, Inc.
 - B. Approve the bid from Motorola Solutions for ten (10) M500 In-Car Camera Recording Devices and sixteen (16) V700 Body-Worn Recording Devices for the purchase price of \$115,315.00, that being the lowest responsible bid.
 - C. Council Comments.
- Adjournment.

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

2.A.
ITEM NO. _____ - Public Hearing - Consider a request from MEDC, W.A.G.S. Properties, LLC, and NML, LLC, seeking approval for a preliminary plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

2.B.
ITEM NO. _____ - Approve a preliminary plat for land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

BACKGROUND:

On behalf of the property owners, MEDC; W.A.G.S. Properties, L.L.C.; and NML, LLC, the applicant, Amanda Engell, requests approval of a preliminary plat for property generally located north of West S Street and west of West 7th Street, all found within the current North Pointe Subdivision.

The intent is for Second North Pointe Addition to be created through the adoption of a preliminary plat, and ultimately, passage of a final plat. The Second North Pointe Addition will be comprised of two blocks, with Block 1 containing 6 residential lots and Block 2 containing 7 lots, 5 of which will be residential lots. Additionally, streets (West 9th Street and West T Street) are included. The preliminary plat includes proposed and existing utilities. As mentioned, plans include developing the majority of the proposed lots into residential properties (one lot will be an outlot and another lot will keep its existing structure).

At its November 10, 2025 meeting, the McCook Planning Commission voted unanimously to recommend approval of the application.

This request, if approved, will be followed by a vacation and final plat request in December. If all components are passed by the City Council, we will have completed all of the platting for the property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, a process that started ten years ago.

APPROVALS:



Nathan A. Schneider, City Manager

November 11, 2025



Lea Ann Doak, City Clerk

November 11, 2025

EXHIBIT #1

PAGE(S) - 1

**NOTICE OF PUBLIC HEARING
PRELIMINARY PLAT APPROVAL**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of McCook Planning Commission on November 10, 2025, at 5:15 P.M. and by the McCook City Council on November 17, 2025, at 5:30 P.M. The hearings will be held in the City Council Chambers, 505 West "C" Street, McCook, Nebraska, to consider the preliminary plat on a tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, to be known as Second North Pointe Addition. A copy of the proposed preliminary plat and legal description are available for public inspection at the office of the City Clerk. Any and all persons desiring to comment on the proposed preliminary plat may attend said public hearings and will be given an opportunity to be heard. For additional information regarding this notice please contact Nate Schneider, City of McCook City Manager, at 345-2022 ext. 225.

-s- Lea Ann Doak
City Clerk

Publish: October 31, 2025.

EXHIBIT #2

PAGE(S) - 1

**NOTICE OF PUBLIC HEARING
PRELIMINARY PLAT APPROVAL**

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the preliminary plat on a tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, to be known as Second North Pointe Addition. A copy of the proposed preliminary plat and legal description are available for public inspection at the office of the City Clerk.

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

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

NOVEMBER 17, 2025 - 5:30 P.M.
MCCOOK CITY COUNCIL
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

ANY AND ALL PERSONS desiring to comment on the above-described final plat may attend the public hearings and will be given an opportunity to be heard. For additional information regarding this notice please contact Nate Schneider, City of McCook City Manager, at 345-2022 ext. 225.

-s- Lea Ann Doak
City Clerk

Mail: October 31, 2025.

Post: October 31, 2025.

EXHIBIT #3

PAGE(S) - 1

Property Owners Notified:

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

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

RED WILLOW COUNTY
C/O PENNY COOPER
502 NORRIS AVE
MCCOOK, NE 69001

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

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

JOHN & LUCILLE MCANUEL
805 SPRUCE ROAD
MCCOOK, NE 69001

GALEN PERRY
1001 W R ST
MCCOOK, NE 69001

MEDC
C/O CHARLIE MCPHERSON
402 NORRIS AVE
MCCOOK, NE 69001

CRAIG AND CHERYL CHRISTNER
808 SPRUCE
MCCOOK, NE 69001

VINCENT AND ERICA CHANCELLOR
806 WEST S STREET
MCCOOK, NE 69001

NML, LLC
PO BOX 217
MCCOOK, NE 69001

MICHELLE MINTLING
PO BOX 5
MCCOOK, NE 69001

RANDY AND BARBARA HOFFMANN
JULIE RIPPEN
801 WEST S STREET
MCCOOK, NE 69001

JESSE AND STEPHANIE STEVENS
1606 WEST 2ND
MCCOOK, NE 69001

KEITH RIEMER
804 WEST S STREET
MCCOOK, NE 69001

BENJAMIN AND LINDSAY WEBB
802 SPRUCE
MCCOOK, NE 69001

DAVE AND ANGELA MCCARTY
1700 W 4
MCCOOK, NE 69001

WALTER ESKILDSEN
803 WEST S STREET
MCCOOK, NE 69001

CHASE PIERSON
2101 W 7TH
MCCOOK, NE 69001

GARFIELD GEORGE GRIM
801 SPRUCE
MCCOOK, NE 69001

CTE CONSTRUCTION, LLC
PO BOX 106
MCCOOK, NE 69001

MCCOOK COMMUNITY BUILDERS, LLC
STE 301
402 NORRIS AVE
MCCOOK, NE 69001

EXHIBIT #4

PAGE(S) - 1

DEDICATION

McCOOK ECONOMIC DEVELOPMENT CORPORATION, as it appears on the foregoing Plat and as described with the desires of the undersigned owners and proprietors. The said owners hereby dedicate the streets, alleys, easements and other open areas to the Public use and benefit.

By: _____
Troy Bruntz, President MEDC

By: _____
W.A.G.S. Properties LLC, Chris Wagner

By: _____
NML, LLC - Nick Nothnagel

ACKNOWLEDGMENTS

Personally appeared before me a Notary Public in and for the State of Nebraska, Troy Bruntz, known to me to be the identical person whose name is affixed to the foregoing instrument and he acknowledges the same to be his voluntary act and deed.

Witness my hand and official Seal this _____ day of _____

My commission expires _____

Notary Public _____

Personally appeared before me a Notary Public in and for the State of Nebraska, Chris Wagner, known to me to be the identical person whose name is affixed to the foregoing instrument and he acknowledges the same to be his voluntary act and deed.

Witness my hand and official Seal this _____ day of _____

My commission expires _____

Notary Public _____

Personally appeared before me a Notary Public in and for the State of Nebraska, Nick Nothnagel, known to me to be the identical person whose name is affixed to the foregoing instrument and he acknowledges the same to be his voluntary act and deed.

Witness my hand and official Seal this _____ day of _____

My commission expires _____

Notary Public _____

PLANNING COMMISSION APPROVAL

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

Nate Schneider, City Manager Chad Lyons, Chairman Camy Bradley, Secretary

MUNICIPAL APPROVAL

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

LeaAnn Doak, City Clerk Linda Taylor, Mayor

RECORDING INFORMATION

State of Nebraska) County of Red Willow)
Instrument No. _____

DATE: _____

TIME: _____

Register of Deeds: Penelope Cooper

SURVEYOR

Terry Family Surveying
403 Washington Ave
Phone 308-737-7752
Email: terryfamilysurveying812@gmail.com

W DESIGN ASSOCIATES
214 E. 1st St., McCook, NE 68901 | 202.542.2319 | 202.542.2319 | 202.542.2319
2025 W. 21st St., West Nile, NE 68901 | 402.463.3377 | www.wdesignassociates.com

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SECOND NORTH POINTE ADDITION

**AN ADDITION TO THE
City of McCook, Red Willow County, Nebraska**

THIS PLAT VACATED BLOCK 2, LOTS 9 THRU 16 &
BLOCK 3, LOTS 1 THRU 4, NORTH POINTE ADDITION

PRELIMINARY PLAT

NORTH 1/4 CORNER SECTION 19-T3N-R29W
FOUND BRASS CAP
SE 24.75' TO SPIKE IN TOP OF FENCE POST
E. 17.20' TO NAIL IN POWER POLE
E. 6.0' TO FENCE LINE SOUTH
W. 0.5' TO FENCE LINE NORTH
S. 0.3' TO EAST - WEST FENCE LINE



LEGEND

PROPERTY LINE	---
LOT LINE	---
BLDG. SETBACK LINE	---
EASEMENT	---
D	DEED DISTANCE
M	MEASURED DISTANCE
R	RECORD DISTANCE
P	PLATTED DISTANCE
G	GOVERNMENT DISTANCE
W.C.	WITNESS CORNER
○	FOUND CORNER
○	CALCULATED POINT
●	SET X 24" REBAR
○	CALCULATED DISTANCE

SURVEYORS CERTIFICATE

A tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, which is the SECOND NORTH POINTE ADDITION, an Addition to the City of McCook, Nebraska, more particularly described as follows:

Tract 1
Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) on the West line of said NE 1/4 a distance of 565.65 feet to a point on the North Right of Way Line of "R" Street, thence S85°38'36"E along said Right of Way a distance of 347.63 feet to a point on the East Right of Way line of West 9th Street, thence continuing on said East Right of Way N00°34'20"W a distance of 471.40 feet to a point, said point being the Point of Beginning. Thence N00°34'20"W a distance of 101.71 feet to a point on the South Right of Way line of "T" Street, thence continuing on said South Right of Way line S85°38'36"E a distance of 818.44 feet to a point on the West line of West 7th Street, thence continuing on said West Right of Way line of West 7th Street Southwesterly on a curve to the left, with a Chord Bearing of S00°40'01"W, a Chord Distance of 93.29 feet, an Arc Length of 93.29 feet and a Radius of 2065 feet to a point, thence continuing on said West Right of Way line of West 7th Street S00°34'20"E a distance of 8.28 feet to a point, thence N85°38'36"W a distance of 816.41 feet to the Point of Beginning.

Said tract containing 1.90 acres more or less subject to any easement, right-of-ways and reservations of record or shown on attached plat.

Tract 2
Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) on the West line of said NE 1/4 a distance of 940.79 feet to a point, said point being the Point of Beginning. Thence continuing along said West line of the NE 1/4 N00°06'58"W a distance of 493.31 feet to a point, thence S85°38'36"E a distance of 40.13 feet to a point, thence S79°55'42"E a distance of 143.75 feet to a point, thence S06°39'37"W a distance of 17.49 feet to a point, thence S53°56'15"E a distance of 298.93 feet to a point, thence S79°09'51"E a distance of 57.77 feet to a point, thence N05°22'16"E a distance of 194.95 feet to a point, thence S85°38'36"E a distance of 695.55 feet to a point on the West Right of Way line of West 7th Street, thence continuing on said West Right of Way line of West 7th Street Southwesterly on a curve to the left, with a Chord Bearing of S06°52'25"W, a Chord Distance of 233.87 feet, an Arc Length of 234.00 feet and a Radius of 2065 feet to a point on the North Right of Way line of "T" Street, thence continuing along said Right of Way line N85°38'36"W a distance of 882.23 feet to a point on the West Right of Way line of West 9th Street, thence continuing on said Right of Way of West 9th Street S00°34'20"E a distance of 257.95 feet to a point, thence N85°38'36"W a distance of 284.41 feet to the Point of Beginning.

Said tract containing 7.07 acres more or less subject to any easement, right-of-ways and reservations of record or shown on attached plat.

I, Don Douglas Terry, a Licensed Professional Land Surveyor under the laws of the State of Nebraska, do hereby certify this plat of a survey was made by me or under my supervision, this _____ day of _____, 2025



VICINITY MAP

OWNER
W.A.G.S. PROPERTIES LLC
%CHRIS WAGNER
1411 EAST 5TH ST., P.O. BOX 749
McCOOK, NE 68901-0749

OWNER
NML, LLC
%NICK NOTHNAGEL
801 EAST B, P.O. BOX 217
McCOOK, NE 68901-3830

RESIDENTIAL MEDIUM DENSITY ZONING

MINIMUM LOT = 5,000 SQ. FEET
MINIMUM FRONT YARD = 20 FEET
MINIMUM REAR YARD = 15 FEET
MINIMUM SIDE YARD = 5 & 8 FEET

EXHIBIT #5
PAGE(S) - 3

SECOND NORTH POINTE ADDITION

AN ADDITION TO THE

City of McCook, Red Willow County, Nebraska

THIS PLAT VACATED BLOCK 2, LOTS 9 THRU 16 &
BLOCK 3, LOTS 1 THRU 4, NORTH POINTE ADDITION

PRELIMINARY PLAT PROPOSED & EXISTING UTILITIES



NEW DETENTION POND, SIZE TO BE DETERMINED IN FINAL DESIGN

50' UTILITY EASEMENT

40' DRAINAGE EASEMENT

20' UTILITY EASEMENT

40' UTILITY EASEMENT

40' UTILITY EASEMENT

40' UTILITY EASEMENT

NOTE: GRADING TO USE EXISTING TERRAIN EXCEPT IN ROADWAYS

LEGEND	
PROPERTY LINE	---
LOT LINE	- - - -
BLOG. SETBACK LINE	- · - · -
EASEMENT	---
D	DEED DISTANCE
M	MEASURED DISTANCE
R	RECORD DISTANCE
P	PLATTED DISTANCE
G	GOVERNMENT DISTANCE
W.C.	WITNESS CORNER
⊕	FOUND CORNER
⊙	CALCULATED POINT
●	SET 2" x 24" REBAR
○	CALCULATED DISTANCE

- SW COR. NE1/4 SEC 19-3-29
2" ALUM. CAP IN ASPHALT ST.
1. BRASS REF. CORNER 32.98' N
2. RR TIE C/P 32.32' N
3. CENTER STORM MH 39.50' NE
4. CENTER STORM MH 39.39' SW
5. NAIL/BOTTLE CAP IN PP 31.23' S
6. CENTER STORM MH 80.35' SW



SURVEYORS CERTIFICATE

A tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, which is the SECOND NORTH POINTE ADDITION, an Addition to the City of McCook, Nebraska, more particularly described as follows:

Tract 1
Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) on the West line of said NE1/4 a distance of 565.65 feet to a point on the North Right of Way Line of "R" Street, thence S85°38'36"E along said Right of Way a distance of 347.63 feet to a point on the East Right of Way line of West 9th Street, thence continuing on said East Right of Way N00°34'20"W a distance of 471.40 feet to a point, said point being the Point of Beginning. Thence N00°34'20"W a distance of 101.71 feet to a point on the South Right of Way line of "R" Street, thence continuing on said South Right of Way line S85°38'35"E a distance of 818.44 feet to a point on the West line of West 7th Street, thence continuing on said West Right of Way line of West 7th Street Southwesterly on a curve to the left, with a Chord Bearing of S00°40'01"W, a Chord Distance of 93.29 feet, an Arc Length of 93.29 feet and a Radius of 2065 feet to a point, thence continuing on said West Right of Way line of West 7th Street S00°34'20"E a distance of 8.28 feet to a point, thence N85°38'32"W a distance of 816.41 feet to the Point of Beginning.

Said tract containing 1.90 acres more or less subject to any easement, right-of-ways and reservations of record or shown on attached plat.

Tract 2
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VICINITY MAP

OWNER
W.A.G.S PROPERTIES LLC
%CHRIS WAGNER
1411 EAST 5TH ST, P.O. BOX 749
McCOOK, NE 69001-0749

OWNER
NML, LLC
%NICK NOTHNAGEL
801 EAST B, P.O. BOX 217
McCOOK, NE 69001-3830

RESIDENTIAL MEDIUM DENSITY ZONING

MINIMUM LOT = 5,000 SQ. FEET
MINIMUM FRONT YARD = 20 FEET
MINIMUM REAR YARD = 15 FEET
MINIMUM SIDE YARD = 5 & 8 FEET

SURVEYOR
Terry Family Surveying
403 Washington Ave
Phone 308-737-7752
Email: terryfamilysurveying812@gmail.com

DESIGN ASSOCIATES
214 E. 157 ST. McCOOK, NE 68001 | 308.343.2370 | [DESIGNERS] [ARCHITECTS]
2438 W. 240 ST. HASTINGS, NE 68031 | 402.483.2377 | WWW.DESIGNASSOCIATES.COM

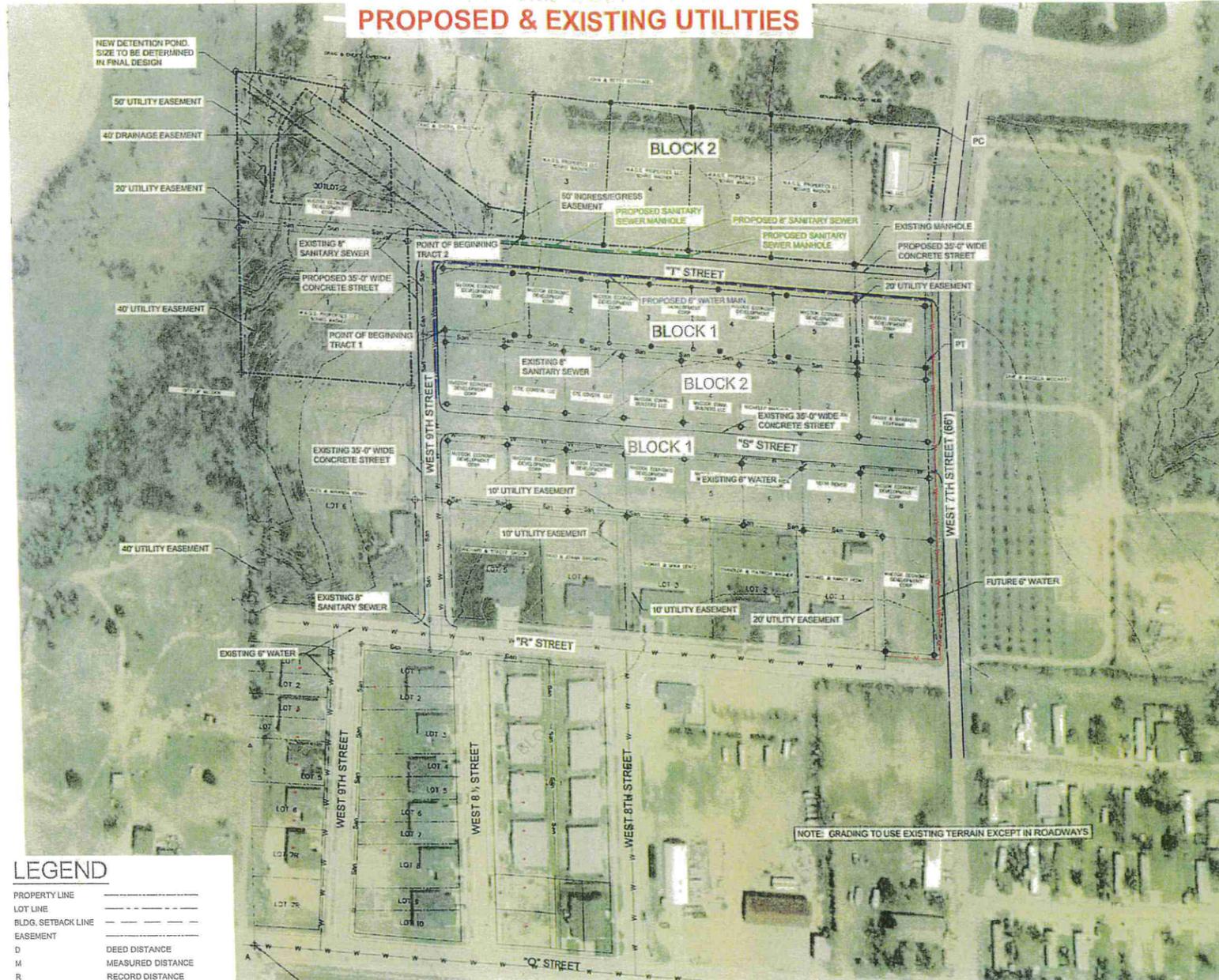
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SECOND NORTH POINTE ADDITION

AN ADDITION TO THE
City of McCook, Red Willow County, Nebraska

THIS PLAT VACATED BLOCK 2, LOTS 9 THRU 16 &
BLOCK 3, LOTS 1 THRU 4, NORTH POINTE ADDITION

PRELIMINARY PLAT PROPOSED & EXISTING UTILITIES



LEGEND

PROPERTY LINE	---
LOT LINE	---
BLDG. SETBACK LINE	---
EASEMENT	---
D	DEED DISTANCE
M	MEASURED DISTANCE
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W.C.	WITNESS CORNER
Φ	FOUND CORNER
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●	SET "x" x 24" REBAR
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- SW COR. NE 1/4 SEC 16-3-29
2' ALUM. CAP IN ASPHALT ST.
1. BRASS REF. CORNER 32.88' N
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Said tract containing 1.90 acres more or less subject to any easement, right-of-ways and reservations of record or shown on attached plat.
Tract 2
Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) on the West line of said NE 1/4 a distance of 940.79 feet to a point, said point being the Point of Beginning. Thence continuing along said West line of the NE 1/4 N00°06'58"W a distance of 493.31 feet to a point, thence S85°35'32"E a distance of 40.13 feet to a point, thence S79°55'42"E a distance of 143.75 feet to a point, thence S08°39'37"W a distance of 117.49 feet to a point, thence S53°58'15"E a distance of 298.93 feet to a point, thence S79°09'51"E a distance of 57.77 feet to a point, thence N05°22'19"E a distance of 194.95 feet to a point, thence S85°33'28"E a distance of 695.55 feet to a point on the West Right of Way line of West 7th Street, thence continuing on said West Right of Way line of West 7th Street Southwesterly on a curve to the left, with a Chord Bearing of S06°52'25"W, a Chord Distance of 233.87 feet, an Arc Length of 234.00 feet and a Radius of 2085 feet to a point on the North Right of Way line of "T" Street, thence continuing along said Right of Way line N85°38'36"W a distance of 882.23 feet to a point on the West Right of Way line of West 9th Street, thence continuing on said Right of Way of West 9th Street S00°34'20"E a distance of 257.95 feet to a point, thence N85°38'36"W a distance of 284.41 feet to the Point of Beginning.

Said tract containing 7.07 acres more or less subject to any easement, right-of-ways and reservations of record or shown on attached plat.

I, Don Douglas Terry, a Licensed Professional Land Surveyor under the laws of the State of Nebraska, do hereby certify this plat of a survey was made by me or under my supervision, this ___ day of _____, 2025



VICINITY MAP

OWNER
W.A.G.S PROPERTIES LLC
%CHRIS WAGNER
1411 EAST 5TH ST., P.O. BOX 749
MCCOOK, NE 69001-0749

OWNER
NML, LLC
%NICK NOTHAGEL
801 EAST B, P.O. BOX 217
MCCOOK, NE 69001-3830

RESIDENTIAL MEDIUM DENSITY ZONING

- MINIMUM LOT = 5,000 SQ. FEET
- MINIMUM FRONT YARD = 20 FEET
- MINIMUM REAR YARD = 15 FEET
- MINIMUM SIDE YARD = 5 & 8 FEET

SURVEYOR
Terry Family Surveying
403 Washington Ave
Phone 308-737-7752
Email: terryfamilysurveying812@gmail.com

DESIGN ASSOCIATES
214 E. 1ST ST. MCCOOK, NE 69001 | 308.737.7752 | INFO@DESIGNASSOCIATES.COM
3234 W. 240 ST. WASHINGTON, NE 68791 | 402.465.5377 | WWW.DESIGNASSOCIATES.COM
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A tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, which is the SECOND NORTH POINTE ADDITION, an Addition to the City of McCook, Nebraska, more particularly described as follows:

Tract 1

Referring to the SW corner of the said NE 1/4 of said Section 19, thence $N00^{\circ}06'58''W$ (assumed and all bearing relative to) on the West line of said NE1/4 a distance of 565.65 feet to a point on the North Right of Way Line of "R" Street, thence $S85^{\circ}38'36''E$ along said Right of Way a distance of 347.63 feet to a point on the East Right of Way line of West 9th Street, thence continuing on said East Right of Way $N00^{\circ}34'20''W$ a distance of 471.40 feet to a point, said point being the Point of Beginning. Thence $N00^{\circ}34'20''W$ a distance of 101.71 feet to a point on the South Right of Way line of "T" Street, thence continuing on said South Right of Way line $S85^{\circ}38'35''E$ a distance of 818.44 feet to a point on the West line of West 7th Street, thence continuing on said West Right of Way line of West 7th Street Southwesterly on a curve to the left, with a Chord Bearing of $S00^{\circ}40'01''W$, a Chord Distance of 93.29 feet, an Arc Length of 93.29 feet and a Radius of 2065 feet to a point, thence continuing on said West Right of Way line of West 7th Street $S00^{\circ}34'20''E$ a distance of 8.28 feet to a point, thence $N85^{\circ}38'32''W$ a distance of 816.41 feet to the Point of Beginning.

Said tract containing 1.90 acres more or less subject to any easement, right-of-ways and reservations of record or shown on attached plat.

Tract 2

Referring to the SW corner of the said NE 1/4 of said Section 19, thence $N00^{\circ}06'58''W$ (assumed and all bearing relative to) on the West line of said NE1/4 a distance of 940.79 feet to a point, said point being the Point of Beginning. Thence continuing along said West line of the NE1/4 $N00^{\circ}06'58''W$ a distance of 493.31 feet to a point, thence $S85^{\circ}35'32''E$ a distance of 40.13 feet to a point, thence $S79^{\circ}55'42''E$ a distance of 143.75 feet to a point, thence $S06^{\circ}39'37''W$ a distance of 17.49 feet to a point, thence $S53^{\circ}56'15''E$ a distance of 298.93 feet to a point, thence $S79^{\circ}09'51''E$ a distance of 57.77 feet to a point, thence $N05^{\circ}22'16''E$ a distance of 194.95 feet to a point, thence $S85^{\circ}35'28''E$ a distance of 695.55 feet to a point on the West Right of Way line of West 7th Street, thence continuing on said West Right of Way line of West 7th Street Southwesterly on a curve to the left, with a Chord Bearing of $S06^{\circ}52'25''W$, a Chord Distance of 233.87 feet, an Arc Length of 234.00 feet and a Radius of 2065 feet to a point on the North Right of Way line of "T" Street, thence continuing along said Right of Way line $N85^{\circ}38'36''W$ a distance of 882.23 feet to a point on the West Right of Way line of West 9th Street, thence continuing on said Right of Way of West 9th Street $S00^{\circ}34'20''E$ a distance of 257.95 feet to a point, thence $N85^{\circ}38'36''W$ a distance of 284.41 feet to the Point of Beginning.

Said tract containing 7.07 acres more or less subject to any easement, right-of-ways and reservations of record or shown on attached plat.

EXHIBIT #6

PAGE(S) - 1

CITY OF McCOOK

LAND USE ACTION REQUEST FORM

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

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

Name of Project: North Pointe Addition - Second North Pointe Addition

Description of Project: Parties want to vacate original plat of Block 2 lots 9 thru 16 and Block 3 lots 1 thru 4. to create a new plat with revised lot sizes to accomodate larger lots for residential development

Project sponsor or developer:

Name: MEDC ; WAGS Properties LLC , NML LLC

Address: 402 Norris Ave Suite 301

Phone number: 308-345-1200

Fax number: N/A

E-mail Address: amanda@mccookne.org

Land owner or owners:

Name: MEDC ; WAGS Properties LLC , NML LLC

Address: 402 Norris Ave Ste 301 ; 1411 E 5th St ; Po Box 217

Phone number: 308-345-1200 ; 308-340-0915 ; 308-340-2703

Fax number: _____

E-Mail Address: amanda@mccookne.org ; chriswagner@drivewagner.com ; nicksdistribution@yahoo.com

EXHIBIT #7

PAGE(S) - 10

Authorization of the land use action by land owner:

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

Amanda Engell
Printed Name:

Printed Name:

Amanda Engell
Signature: *on behalf of MEDE

Signature:

10-21-25
Date:

Address and physical location of the Proposed Land Use Action: North Pointe Addition
Block 2 Lots 9 thru 16 & Block 3 lots 1 thru 4

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

Required Information:

See Attached sheets for required information for:

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

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

Fee, complete application, and required attachments accepted by:

Printed name

Signature

Date

REQUIRED ATTACHMENTS:

For Subdivisions:

Sent by / Sketch Plan:
W Design

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

_____ Attachments: in addition to the above noted sketch plat, the subdivider shall attach the following:

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

Covenants Recorded on April 3, 24

If so, briefly explain what they might consist of.
See attached

(Attach explanation)

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

_____ Preliminary Plat Submission:

- / (a) Plat Submission Requirements: The subdivider shall submit to the Zoning Administrator:

_____ five (5) copies of the preliminary plat and any supplemental materials specified by the Planning Commission of conditional approval. (The plat submission requirements are stipulated under C-3 Procedure for conditional approval of Preliminary Plat of the City of McCook Subdivision Regulations)

- _____ (b) Fees: A plat review fee shall accompany the preliminary plat in the amount specified in the City Fee Ordinance. (See Attached list of fees for building, zoning, and subdivision actions)

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

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

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

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

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

/ (5) Date of preparation and north point.

_____ (6) Present zoning.

/ (7) Existing conditions:

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

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

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

- _____ dd. Topography (unless specifically waived) with contour intervals of not more than five (5) feet, referred to City or U.S.G.S. datum shall be shown; also location of water courses, bridges, wooded areas, lakes, ravines, and such other features as may be pertinent to the subdivision shall be shown.
- / (8) The general arrangement of lots and their approximate size.
- / (9) Location and width of proposed streets, alleys, pedestrian ways, and easements. Control elevation shall be shown for all street intersections.
- / (10) The general plan of sewage disposal, water supply and utilities in areas where public sewers and/or water are proposed to serve the subdivision. In other cases a notation shall be made on the plat indicating type of sewage disposal, and water system proposed.
- N/A (11) Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation for public use.
- / (12) General layout of adjacent unsubdivided property to show how streets and other public facilities, in the proposed subdivision, relate to the unsubdivided property.
- _____ (13) The subdivider shall indicate by letter when improvements as required will be installed or requested.
- / (14) Any proposed restrictive covenants for the land involved shall accompany the plat.
- N/A (15) a letter requesting annexation of the subdivision if it is in the planning jurisdiction to be served with city utilities.

Recorded April 03, 2024 02:45 PM

Inst. No. 2024-00441

Fees: \$ 34.00 Pages 5

Jasmine Dimes, Deputy
Register of Deeds, Red Willow County, NE

Return To: Goodwin Siegfried, LLC, 116 West C Street, P.O. Box 607, McCook, Nebraska 69001

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF NORTH POINTE SUBDIVISION**

This declaration is made as of the 2 day of April, 2024, by McCook Economic Development Corporation, a Nebraska nonprofit corporation, hereinafter referred to as the "Declarant".

Declarant is the Owner of certain real property located in Red Willow County, Nebraska, and described as follows:

Lots 1 through 9 of Block 1; Lots 1 through 16 of Block 2; and Outlot 2 of Block 3; all in North Pointe Addition to the City of McCook, Red Willow County, Nebraska,

Collectively referred to herein as the "Lots" and "North Pointe Subdivision" or the "Subdivision", plus any additional property annexed to this Declaration at a future date by the recording of an Annexation document reflecting the additional property to be included and subject to this Declaration.

Declarant desires to provide for the preservation of the values of the property located in the North Pointe Subdivision, for the maintenance and character and residential integrity of the Subdivision.

NOW THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lots and the enjoyment of the residents of the Lots. These restrictions, covenants and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. These restrictions, covenants and easements may be modified in writing only by the consent of three-fourths (75%) of the Owners of the Lots. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms:

Covenants, Conditions and Restrictions

1. The purpose of the Lots sold in the North Pointe Addition is for the construction of single-family dwellings. Minimum enclosed and finished living space of each dwelling, exclusive of open porches, open breezeways and garages and basements, shall be no less than 1200 square feet.
 2. Each dwelling must provide attached enclosed garage space for not less than two or more than four cars.
-

3. No apartment buildings, duplexes, or barndominiums are allowed.
 4. Any roof shall be 30-year or greater asphalt shingle. No metal roofs are allowed, unless otherwise approved by the Association as later described herein.
 5. No steel or aluminum siding shall be allowed on any structure.
 6. No structure which is capable of being moved in a constructed state shall be permitted including modular, mobile, or pre-cut houses. All construction must be of new materials.
 7. All Lots shall be kept free of trash and debris. All weeds and vegetation on sold lots shall be kept mowed to a height not greater than 12 inches above ground level
 8. Any exterior lighting installed on any new building or lot shall be either indirect or of such controlled focus and intensity not as to be of disturbance to residents of adjacent property.
 9. No livestock, except domestic house pets, shall be kept on the premises. All pets shall be kept on the premises, except while under supervision or on a leash. No more than two dogs per family may be kept on above property.
 10. No commercial ventures with the exception of in home daycare may be conducted and continued on any property subject to this Declaration.
 11. No building or other structure, or any part thereof, shall be erected or placed on the property nearer than the setbacks specified by the ordinances promulgated by the City of McCook.
 12. No landscaping shall be placed within or on the utility easement line. This includes, but is not limited to, planting trees, shrubs, flowers, or other vegetation that may interfere with access to utility lines, infrastructure, or other essential services located within the easement.
 13. No structure of a temporary character, including but not limited to a trailer, tent, shack, camping unit, or other outbuilding shall be brought on, to, kept, or maintained on the premises at any time; except that building used as construction shacks for contractors shall be permitted during the period of construction. No structure shall be occupied as a residence until all exterior construction is fully completed according to plans.
 14. Only one (1) outbuilding is allowed per standard-sized lot (standard-sized lots are those measuring 100 feet x 100 feet), the size of which shall not exceed 1500 square feet. Outbuildings on oversized lots (those lots larger than 100 feet x 100 feet) may be larger than 1500 square feet, but any plans to build a larger outbuilding must be pre-approved by the Association. Any outbuilding shall be of the same design and detail of decoration as the house. No metal buildings or pole structures allowed.
 15. Fences shall be in back yards only, and may be colored chain link, plastic, metal, or wood. Fences shall not exceed 6 feet high or extend onto easements.
 16. No unlicensed, abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in the Subdivision in such a manner as to be visible from any portion of the subdivision.
 17. Each Owner shall maintain the grading upon such Owner's Lot, and the Association (as later defined herein) shall maintain the grading upon the common areas. Each Owner and the Association agree that they will not in any way interfere with the established drainage pattern over any real property which they have a duty to maintain, from adjoining or other real property.
-

North Pointe Subdivision
Homeowners' Association

The North Pointe Subdivision Homeowners' Association ("Association") has been or will be formed as a Nebraska nonprofit corporation under the Nebraska Nonprofit Corporation Act on behalf of Owners and future Owners of Lots in the North Pointe Subdivision. The Association shall have a Board of Directors to manage the affairs of the Association, as provided in the Association's Bylaws and Articles of Incorporation.

The Board of Directors shall be appointed by a majority of the Owners of the Lots. Said Board shall be authorized to adopt rules of the Association as necessary to carry out the intent of this Agreement.

The term "Owner" as used herein shall mean either the Declarant or any other person who owns a Lot. Each Owner and future Owner of a Lot shall be a member of the Association and entitled to cast one vote per lot owned at all meetings of the members.

Owner covenants and agrees to pay the Association annual assessments or charges, fines, fees and other charges, whether or not it shall be or has been so expressed in the deed to such Lot. All Owners of each Lot shall be jointly and severally liable to the Association for the payment of all assessments, fees, charges and other amounts attributable to their Lot during their ownership of such Lot.

Said assessments, charges, fines, fees and other charges shall be used exclusively for the expenses, charges and costs of the operation of the HOA and the common area maintenance, repair and replacement, and for all of those purposes and activities which may be required of the Association or which the Association may be empowered to pursue pursuant to this Declaration or by the law, including without limitation, maintenance, operation, repair and replacement of drainage facilities, publicly dedicated property or easements. The annual assessments may include a reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired, or replaced on a periodic basis (including without limitation any drainage facilities owned or maintained by the Association), and for the payment of insurance deductibles.

Annual assessments shall be fixed at a uniform rate for all Lots sufficient to meet the expected needs of the Association, as described above. The annual assessments shall commence as to all Lots that have been included in this Declaration and made subject to this Declaration on the date that Declarant conveys the first Lot to a purchaser. The annual assessment shall be based on a budget adopted by the Association no less frequently than annually. Annual assessments shall be due and payable in monthly installments, or as otherwise determined by the Board of Directors. Any Owner purchasing a Lot between installment due dates shall pay a pro rata share of the installment payment.

Common Areas shall be defined as Outlot 2 on Block 3 and any other common area later designated by the Board of Directors of the Association.

The Association shall have the right to enforce all terms of this Declaration and the Association's Articles of Incorporation, Bylaws and rules and regulations, which may include levying and collecting fines for violations, as well as bringing an action against the Owner personally obligated to pay assessments or responsible for complying with the covenants, conditions and restrictions outlined herein, or any person violating or attempting to violate the provisions hereof.

Any assessment not paid within ten (10) days after the due date thereof may bear interest from the due date at the rate of 16% per annum, or at such other lawful rate as may be set from time to time by the Board of Directors. The Board may also set a late fee amount in an amount which they determine from time to time to be sufficient to cover the extra costs and expenses involved in handling delinquent payments. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the Lien against the Owners' Lot. If a judgment is obtained, such judgment or decree shall include reasonable attorney's fees to be fixed by the court, together with the costs of the action, and may include interest and late charges.

All other laws of the State of Nebraska shall apply with regard to the governance of the Association, the placement and enforcement of liens on property for unpaid assessments of the Association, and remedies available to the Association to enforce and carry out this agreement. In the event of a dispute relating to this Declaration, the Lots, or the enforcement of the obligations created herein, any action must be brought in the District Court of Red Willow County, Nebraska.

Easements

1. Drainage and Utilities. Easements and right-of-way for the installation and maintenance of utilities, drainage facilities, public or private improvements and access thereto are reserved as shown on the recorded plats affecting the Lots and any amendments to such plats or as established by any other instrument of record. Declarant creates and reserves to itself until it no longer owns a majority of the Lots, and thereafter to the Association, a blanket non-exclusive easement upon, over and across the Common Area and all Lots for the construction, operation, maintenance, repair and replacement of utilities, drainage and facilities therefor and other appurtenances thereto.

2. Ingress and Egress. Every Owner and their invitees, as well as the Association, shall have a non-exclusive right and perpetual easement for the purpose of pedestrian and vehicular access to their Lots and any Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot. This easement shall provide ingress and egress, on, over and across the roads, driveways, streets, sidewalks, access ways, and Common Areas, now or hereafter constructed, erected, installed or located in or on the Subdivision. By virtue of this Easement, the Declarant generally intends to provide for pedestrian and vehicular access and for utilities services to the property subject to this Declaration as well as those portion(s) of the annexable land which have not been included in the Subdivision.

- a. Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:
- i. The terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations, and obligations contained in this Declaration; and
 - ii. The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure; and
 - iii. The right of the Association to promulgate, amend, repeal, re-enact and publish rules and regulations with which each Owner shall strictly comply, including, but not limited to, the right of the Association to regulate and/or restrict vehicular parking and improvements; and
 - iv. The right of the Association, through its Board of Directors, to enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of-way, for the use of real property or improvements by Owners, other persons, their family members, guests and invitees, for any purpose(s) the Board of Directors may deem to be useful, beneficial or otherwise appropriate; and
 - v. The right of the Association to close or limit the use of the Common Areas while maintaining, repairing and making replacements thereto or for the health, safety and well-being of the Owners and the public.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 2nd day of April, 2024.

DECLARANT:

McCOOK ECONOMIC DEVELOPMENT CORPORATION, a Nebraska nonprofit corporation

By: 
Title: President

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

The foregoing instrument was acknowledged before me by Troy Bruntz,
as President for the McCook Economic Development Corporation, a
Nebraska nonprofit corporation, on this 2nd day of April, 2024.




Notary Public

McCook Planning Commission
November 10, 2025
5:15 P.M.

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

Present: Chair Chad Lyons; Vice Chair Tammie Hilker; Commissioners Camy Bradley, Matt Davidson, Kelly Hammerlun, Bruce McDowell, Bobby Gaulke.

Absent: Commissioners Jamie Mockry, Jesse Stevens, Kurt Vosburg,

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 November 7, 2025, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Chair Lyons announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review.

1. Approve the minutes of the October 13, 2025 regular Planning Commission meeting.

Motion to approve the minutes of the October 13, 2025 regular Planning Commission meeting. This motion, made by Chad Lyons and seconded by McDowell, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding a request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC, seeking approval for a vacation and preliminary plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

City Manager Schneider informed the Commission that the Public Hearing for the vacation and its recommended approval (Item 2.B.) need to be postponed until a definite time, that time being December 8, 2025 at 5:15 P.M., so that notification requirements can be met.

EXHIBIT #8

PAGE(S) - 4

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC; seeking approval of a preliminary plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street), with the City Attorney to act as hearing officer; and to postpone the public hearing for vacation of said property to a definite time, that being December 8, 2025 at 5:15 P.M. This motion, made by Chad Lyons and seconded by Matt Davidson, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the November 10, 2025 Planning commission meeting (1 page); Exhibit #10 - Notice of Public Hearing published (1 page); Exhibit #11 - Notice of Public Hearing mailed and posted (1 page); Exhibit #12 - listing of property owners notified of public hearing (1 page); Exhibit #13 - Second North Pointe Preliminary Plat (3 pages); Exhibit #14 - legal description of the proposed subdivision (1 page); and Exhibit #15 - Land Use Action Request Form and attachments (10 pages).

City Manager Schneider reviewed the information presented in Exhibit #10.

Amanda Engell, MEDC Director of Housing and Greg Wolford, W Design Associates and MEDC Board member reviewed the preliminary plat changes, the proposed utilities and answered questions from the Commission. The eight lots on the south side of "T" street are replatted into six lots and the large lot on the north side is replatted into four lots.

Mr. Wolford addressed Utilities Director Fawver's concern regarding the dead-end of the water mains on east end of "S" and "T" Streets. Future plans are to pave West 7th Street; at that time the water mains will be connected along West 7th Street, looping them together.

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

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

2.B. Recommend to the McCook City Council approval of a vacation of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to postpone to a definite time consideration of said vacation, that time being December 8, 2025 at 5:15 P.M. This motion, made by Chad Lyons and seconded by Camy Bradley, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

2.C. Recommend to the McCook City Council approval of a preliminary plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recommend to the McCook City Council approval of a preliminary plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street). This motion, made by Chad Lyons and seconded by Tammie Hilker, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

2.D. Public Hearing - Regarding the Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding the Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Kelly Hammerlun, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the November 10, 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 - Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project (9 pages); and Exhibit #6 - proposed Resolution No. PC2025-01 (2 pages).

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

MEDC Director Charlie McPherson and MEDC Housing Director Amanda Engell were present to answer questions from the Commission.

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

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT

YEA: 7, NAY: 0, ABSENT: 3

2.E. Approve Resolution No. PC 2025-01 recommending approval of a Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

Motion to approve Resolution No. PC 2025-01 recommending approval of a Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska. This motion, made by Chad Lyons and seconded by Matt Davidson, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT

YEA: 7, NAY: 0, ABSENT: 3

2.F. Review and discuss the proposed Limited Industrial (I-1) and General Industrial (I-2) districts of the proposed City of McCook Zoning Regulations.

Discussion was held regarding the proposed Limited Industrial (I-1) and General Industrial (I-2) districts.

The Public Use (P) and the Planned Development (PD) districts will be reviewed at the December 8, 2025 meeting. The Floodway Overlay District (FW) is regulated through the state and must be in compliance with the National Flood Insurance Program Regulations. The article presented in the proposed ordinance has been updated to meet their requirements.

Adjournment.

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

Lea Ann Doak, City Clerk-Treasurer
and Recording Secretary

**CITY MANAGER'S REPORT
NOVEMBER 17, 2025 MCCOOK CITY COUNCIL MEETING
2.C.**

ITEM NO. ___ Public Hearing - Regarding the Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook.

BACKGROUND:

In 2013, a Blight and Substandard Determination Study for the Redevelopment Area #3 was approved, said study including property north of West Q Street. An application has been received from the McCook Economic Development Corporation, requesting Tax Increment Financing (TIF) consideration for a project within Redevelopment Area #3. The specific area is located west of West 7th Street, north of West S Street, and includes West 9th Street. A picture of the project site is included on page 2 of the Redevelopment Plan. City Staff has reviewed MEDC's application and determined the request meets the requirements established pursuant to the Nebraska Community Development Act.

The project site is located on a large, unimproved lot that has been zoned for residential development. 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 lot at issue is large enough to accommodate the Developer's residential plans. In particular, the developer intends to develop streets, water, sewer, and storm sewer infrastructure to accommodate 11 new residential lots. Based upon the application, it is apparent to staff that "but for" TIF, the project will not be economically feasible. No developers have expressed a willingness to install the needed infrastructure to build the 11 new homes.

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 Act. As part of the Project, the CDA would capture available tax increment from the improvements made to the project area (ie. the 11 new homes), with the tax increment proceeds directed to the Redeveloper to account for the TIF eligible improvements associated with the project. A copy of the eligible expenses can be found on page 4 of the Redevelopment Plan.

The Redevelopment Plan contains a recitation of the statutory elements required by the Community Development Act. 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 \$110,000. It is anticipated that the property will be valued at \$4,385,000 following completion of the improvement project. The difference between the current valuation and estimated valuation is \$4,275,000. Based upon an estimated tax levy of 1.929606, it is estimated that the annual projected tax shift will be \$82,490.

The Modification estimates a public improvement cost estimate of \$703,044. The CDA issued a TIF Note for \$955,500 for Phase 2, leaving \$344,500 for Phase 3. However, due to the increase in lot sizes and the overall increase in the number of Phase 3 lots, the TIF amount is anticipated to be generated by Phase 3 is much higher. Phase 3 is now anticipated to generate

EXHIBIT #1

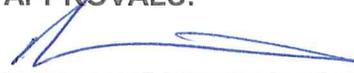
PAGE(S) - 2

approximately \$468,500 more in TIF revenue than previously estimated. This makes the total Phase 3 TIF amount \$813,000, which is essential to pay for the needed infrastructure in this area.

With respect to the City's Comprehensive Plan, the Redevelopment Plan addresses several important goals in the Comprehensive Plan.

The McCook Planning Commission voted unanimously to recommend approval of the Redevelopment Plan at its November 10, 2025 McCook Planning Commission meeting.

APPROVALS:



November 11, 2025

Nathan A. Schneider, City Manager



November 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, November 10, 2025, in the City Council Chambers at the McCook Municipal Center, 505 W C Street, McCook, Nebraska.

The purpose of the hearing is to obtain public comment prior to the review and consideration of a proposed substantial modification to the redevelopment plan for the City of McCook, including the expansion and modification of Phase 3 of the North Pointe Redevelopment Project that was previously approved.

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

Lots 9–16, Block 2; and Lots 1 and 3, Block 3, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska.

All interested parties shall be afforded at such public hearing a reasonable opportunity to express their views regarding the proposed substantial modification to the North Pointe 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: October 24 and 31, 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

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

CERTIFIED MAIL

Date: October 24, 2025

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

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Lea Ann Doak, City Clerk

EXHIBIT #4

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

CERTIFIED MAIL

Date: October 24, 2025

To: Chair of the Board
Educational Service Unit No. 15
344 Main
PO Box 398
Trenton NE 69004

NOTICE OF PUBLIC HEARING

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Lea Ann Doak, City Clerk



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

CERTIFIED MAIL

Date: October 24, 2025

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

NOTICE OF PUBLIC HEARING

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Lea Ann Doak, City Clerk



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

CERTIFIED MAIL

Date: October 24, 2025

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

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Lea Ann Doak, City Clerk



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

CERTIFIED MAIL

Date: October 24, 2025

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

NOTICE OF PUBLIC HEARING

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The purpose of the hearing is to obtain public comment prior to the review and consideration of a proposed substantial modification to the redevelopment plan for the City of McCook, including the expansion and modification of Phase 3 of the North Pointe Redevelopment Project that was previously approved.

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Lots 9-16, Block 2; and Lots 1 and 3, Block 3, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska.

All interested parties shall be afforded at such public hearing a reasonable opportunity to express their views regarding the proposed substantial modification to the North Pointe 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

**SECOND SUBSTANTIAL MODIFICATION TO THE
REDEVELOPMENT PLAN FOR THE
NORTH POINTE REDEVELOPMENT PROJECT
IN THE CITY OF MCCOOK, NEBRASKA**

RECITALS

- A. The “Redevelopment Plan North Pointe Redevelopment Area, 2013” was approved and adopted by the City Council of the City of McCook, Nebraska (the “Governing Body”) in 2013 (the “2013 Plan”).
- B. The “Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska” was approved and adopted by the Governing Body on October, 18, 2021 (the “2021 Plan”).
- C. A Minor Modification to the 2021 Plan was approved and adopted by the Community Development Agency of the City of McCook, Nebraska (“CDA”) on May 1, 2023 (the “Minor Modification”).
- D. A Substantial Modification to the 2021 Plan was approved and adopted by the Community Development Agency of the City of McCook, Nebraska (“CDA”) on July 17, 2023 (the “First Substantial Modification”).
- E. The 2013 Plan, the 2021 Plan, the Minor Modification, and the First Substantial Modification shall be collectively referred to herein as the “Redevelopment Plan”.
- F. The Redevelopment Plan serves as a guide for the implementation of the North Pointe Redevelopment Project (the “Project”).
- G. The purpose of this Second Substantial Modification is modify Phase 3 of the Project, as defined in the Redevelopment Plan, specifically to expand the project site for Phase 3 and to authorize the issuance of additional TIF Indebtedness for the Project.
- H. Except as amended in this Second Substantial Modification, the Redevelopment Plan is affirmed and ratified.

**Amendment to the Redevelopment Plan for the
North Pointe Redevelopment Project**

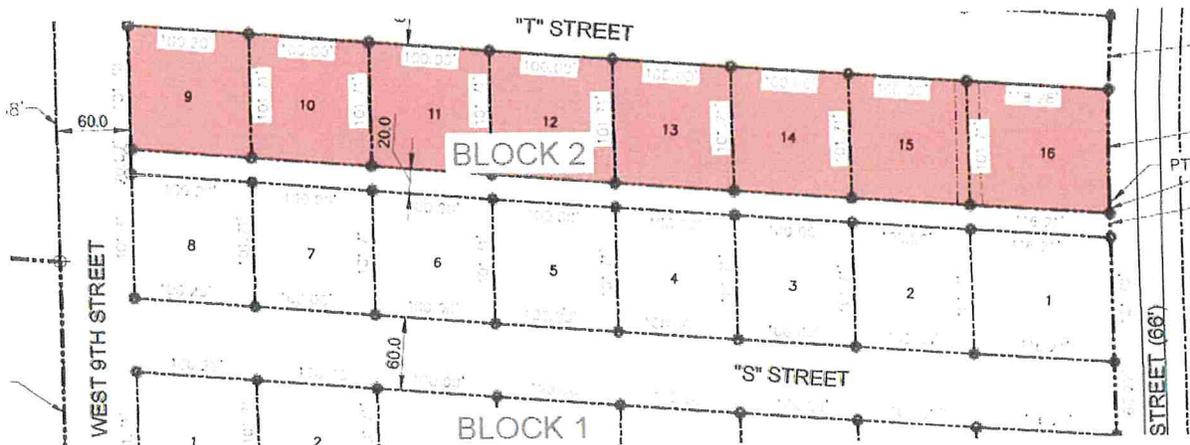
1. Modification and Expansion of the Phase 3 Project Site

Phase 3 of the Project previously consisted of the construction of approximately eight (8) residential dwelling units on the following eight (8) lots:

Lots 9–16, Block 2, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska

EXHIBIT #5

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It has been determined that those lots are smaller than the desired lot size for this project and this area, so those 8 lots will be replatted into 6 lots.

This replatting will increase the size of the lots will result in the decrease of Phase 3 lots south of T Street by 2 lots. This will allow larger homes to be built which align better with the market and what potential buyers are looking for with respect to lot sizes in this area.

Additionally, the CDA has determined that there is a benefit to adding additional lots north of T Street and west of West 9th Street to Phase 3. The following property located directly north and west of the Phase 3 lots, will be added to the Phase 3 Project Site:

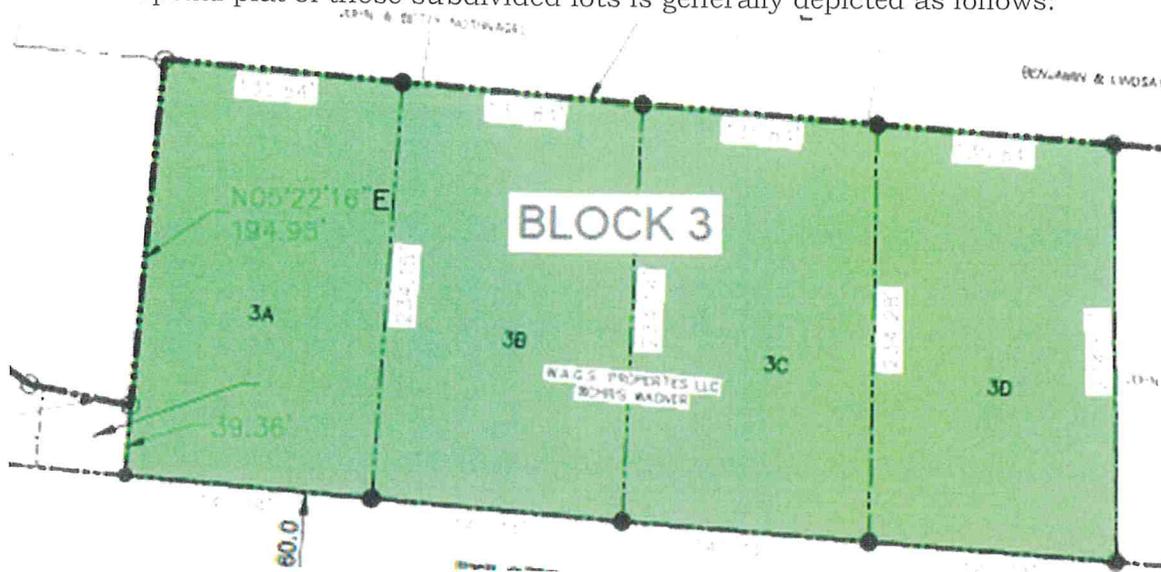
Lots 1 and 3, Block 3, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska ("Additional Lots")

As generally depicted below:



The additional property north of T Street (Lot 3, Block 3) will be subdivided into approximately four large residential lots for development.

The conceptual plat of these subdivided lots is generally depicted as follows:



This replatting, together with the additional lot to the west, will result in a net increase of three (3) lots for Phase 3 of the project, increasing the anticipated number of homes from 8 to 11.

Upon the approval of this Second Modification and the replat of the property as described above, the Phase Three Project site shall consist of the property defined and described on the attached and incorporated Exhibit A. Adding the Additional Lots to the Phase 3 Project Area does not materially change the project analysis set forth in the Redevelopment Plan. The additional lots are located within the Redevelopment Area, adjacent to and consistent in conditions with the current project site, need the same public improvements to be developed, and will further the CDA's goals in the Redevelopment Plan. The overall net effect of this modification is to allow approximately (3) additional homes to be constructed in the project area, with larger lots for each home. The following supplemental notes are added to the "Statutory Elements" set forth in Exhibit B to the 2021 Plan for clarification:

1. Property Acquisition, Demolition and Disposal

It is still accurate that no public acquisition or private property, relocation of families or business, or the sale of property is necessary to accomplish the Project, but it should be noted that the Additional Lots are not owned by the Redeveloper, McCook Economic Development Corporation ("MEDC"). The Additional Lots are owned by a third party. The Additional Lots shall benefit from the public improvements that are part of the North Pointe Redevelopment Project.

The owner of the Additional Lots shall acknowledge and/or sign on to the Redevelopment Agreement between MEDC and the CDA for the limited obligations set forth therein, including the obligations protecting to the tax increment on said lots. MEDC shall remain the redeveloper responsible for the public improvements. Additional details may be set forth in the Phase 3 Redevelopment Agreement.

2. Zoning, Building Code, and Ordinances

As described herein, the Project site needs to be replatted to accomplish the goals of this Second Substantial Modification. MEDC, with the cooperation of the owner of the Additional Lots, shall be responsible for completing the necessary subdivision and replatting. No other zoning change or approvals are required relating to the Additional Lots.

The subdivision and development of the Additional Lots will not occur without the public improvements, so it is imperative to capture the tax increment necessary to finance the public infrastructure improvements for the Project, or it will be infeasible to develop the Additional Lots.

Accordingly, upon the approval of this Second Modification and the replat of the property as described above, the Phase Three Project site shall consist of the property defined and described on the attached and incorporated Exhibit A.

2. Phase 3 TIF Indebtedness

As set forth in the Redevelopment Plan, MEDC has already identified approximately \$2,300,000 of anticipated TIF-eligible costs relating to Phase 2 and Phase 3. Due to the additional lots, the anticipated costs of the Phase 3 TIF-eligible public improvements has increased. The new preliminary public improvement cost estimates for Phase 3 are set forth below:

Item	Estimate Quantity	Unit Price	Total
1 Subgrade Prep	5050 Sq. Yds.	\$ 9.00	\$ 45,450.00
2 Paving - 6" Concrete	4600 Sq. Yds.	\$ 58.00	\$ 266,800.00
3 Sidewalk	150 Sq. Yds.	\$ 80.00	\$ 12,000.00
4 Excavation	1500 Cu. Yds	\$ 9.00	\$ 13,500.00
5 Embankment	1500 Cu. Yds	\$ 12.00	\$ 18,000.00
6 8" Sanitary Sewer	454 Lin. Ft.	\$ 80.00	\$ 36,320.00
7 New Manhole	2 Ea.	\$ 10,000.00	\$ 20,000.00
8 Raise Existing Manhole	1 Ea.	\$ 5,000.00	\$ 5,000.00
9 Sanitary Taps	3 Ea.	\$ 700.00	\$ 2,100.00
10 6" Water Main	1200 Lin. Ft.	\$ 63.00	\$ 75,600.00
11 6" Gate Valve	4 Ea.	\$ 2,400.00	\$ 9,600.00
12 Fire Hydrant	3 Ea.	\$ 5,000.00	\$ 15,000.00
13 Water Main Taps	11 Ea.	\$ 1,500.00	\$ 16,500.00
14 Storm Sewer	1 L.S.	\$ 50,000.00	\$ 50,000.00
	Sub Total		\$ 585,870.00
	Contingency		\$ 58,587.00
	Engineering		\$ 58,587.00
	Grand Total		\$ 703,044.00

The Redevelopment Plan authorized a total of \$1,300,000 in TIF for Phase 2 and Phase 3. The CDA issued a TIF Note for \$955,500 for Phase 2, leaving \$344,500 in TIF authorized for Phase 3. However, due to the increased size of the Phase 3 lots and the overall increase in the number of Phase 3 lots, the TIF amount that is anticipated to be generated by Phase 3 is substantially higher. Phase 3 is now anticipated to generate approximately and additional \$468,500 in TIF, for a total Phase 3 TIF amount of \$813,000. The Revised Phase 3 TIF Calculations are set forth on the attached and incorporated Exhibit B.

With an increase in the TIF expenses over the already estimated \$2,300,000, the increase in TIF is justified and necessary for the project to be completed. This Second Substantial Modification will result in the net increase of three (3) homes being built, which furthers the CDA's goals of the Redevelopment Plan. Therefore the CDA approves the increase of the overall TIF amount for the Project by \$468,500. This will result in an authorized amount of TIF for Phase 3 not to exceed \$813,000.

3. Cost Benefit Analysis

The Cost Benefit Analysis set forth in the Redevelopment Plan is ratified and reaffirmed, but the following notes with respect to Phase 3, as revised herein, are hereby added to supplement the cost benefit analysis. This section is not meant to be an exhaustive cost-benefit analysis, because a cost-benefit analysis for the project was already approved, but it meant to address any specific changes solely to Phase 3 of the Project based on this Second Substantial Modification.

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

The potential 15 year tax shift for Phase 3 is updated and set forth as follows (assuming the entire Phase 3 occurred in a single tax year):

a. Redevelopment Project Valuation:	\$110,000
b. Projected Completed Project Assessed Valuation:	\$4,385,000
c. Projected Tax Increment Base:	\$4,275,000
d. Estimated Tax Levy:	1.929606
e. Annual Projected Tax Shift:	\$82,490

The Annual Projected Tax Shift is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2024 levy rate. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period.

The Annual Projected Tax Shift analysis set forth above assumes a full buildout in year one of the project. This is unlikely to occur, and the project will more likely be completed in phases. The project is anticipated to be completed in three to five phases over three to five years. The phasing does not change the overall tax shift or the approved TIF amount, but only affects the timing of the tax shift.

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 negative effects are anticipated on the public infrastructure and community public service needs. As stated in the original Cost Benefit Analysis, the City infrastructure will be expanded by the Redeveloper at no cost to the City. The Redeveloper had previously identified more than \$2,300,000 in TIF-eligible costs for the Project. Adding the Additional Lots has increased the necessary public improvements—for example, now including public sewer extensions to service the Additional Lots—and the additional TIF created will assist with the overall costs required to complete the project.

...

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

The modification of the Project will increase the overall project size by 3 housing units. The initial cost benefit analysis was based upon approximate housing units in the Project, which number was subject to change in final design or implementation, so three additional units does not materially change the original analysis.

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

The modification of Phase Three appears to demonstrate the successes desired by a redevelopment project. The approved development has directly led to additional development. In this case, four lots that would not be feasible to develop without the public improvements being constructed for the project and particularly the additional public improvements to serve the Additional Lots that are being added to the scope of the Project pursuant to this Second Substantial Modification. The amendment to the project is necessary to develop the Additional Lots and will make the overall Project more feasible for MEDC, a nonprofit redeveloper.

...

4. Conclusion

Pursuant to this Second Substantial Modification of the Redevelopment Plan:

1. The legal description of the Phase 3 project is set forth on the attached and incorporated Exhibit A.

2. The total TIF amount authorized for Phase 3 shall be \$813,000.

These modifications will allow the additional houses to be built and will assist MEDC in paying for the necessary public infrastructure improvements to benefit the entire Project and the Redevelopment Area. The remainder of the Redevelopment Plan is ratified and affirmed.

Exhibit A
Phase 3 Project Site

Legal Description of the Phase Three Project Site:

Lots 9–16, Block 2, North Pointe Addition, an addition to the City of McCook,
Red Willow County, Nebraska

And

Lots 1 and 3, Block 3, North Pointe Addition, an addition to the City of McCook,
Red Willow County, Nebraska

Upon the completion of the replat of all or a portion of the Phase 3 Project Site legally described above, this Exhibit A shall be supplemented to include the updated legal description, and no further action or approval shall be necessary to supplement this Exhibit A.

Exhibit B
Updated Phase 3 TIF Projections

Assumptions:	Tax Levy (est.):	1.929606	
	Interest Rate:	5.0%	
	Base Val/Unit	\$10,000	
	Final Val/Unit	\$375,000	(7 Lots)
		\$440,000	(4 Lots)

Preliminary Schedule:

Year	1	2	3	Total
Homes	3	4	4	11

TIF Calculations:

Sub-Phase	1	2	3
TIF Period	15	15	15
Base Value	\$30,000	\$40,000	\$40,000
Base Taxes	\$579	\$772	\$772
Final Value	\$1,255,000	\$1,630,000	\$1,500,000
Total Taxes	\$24,217	\$31,453	\$28,944
Tax Increment	\$23,638	\$30,681	\$28,172
Phase Years	1 to 15	2 to 16	3 to 17

Year	Sub-Phase 1	Sub-Phase 2	Sub-Phase 3	TOTAL
1	\$23,638	\$0	\$0	\$23,638
2	\$23,638	\$30,681	\$0	\$54,318
3	\$23,638	\$30,681	\$28,172	\$82,491
4	\$23,638	\$30,681	\$28,172	\$82,491
5	\$23,638	\$30,681	\$28,172	\$82,491
6	\$23,638	\$30,681	\$28,172	\$82,491
7	\$23,638	\$30,681	\$28,172	\$82,491
8	\$23,638	\$30,681	\$28,172	\$82,491
9	\$23,638	\$30,681	\$28,172	\$82,491
10	\$23,638	\$30,681	\$28,172	\$82,491
11	\$23,638	\$30,681	\$28,172	\$82,491
12	\$23,638	\$30,681	\$28,172	\$82,491
13	\$23,638	\$30,681	\$28,172	\$82,491
14	\$23,638	\$30,681	\$28,172	\$82,491
15	\$23,638	\$30,681	\$28,172	\$82,491
16	\$0	\$30,681	\$28,172	\$58,853
17	\$0	\$0	\$28,172	\$28,172
TOTAL	\$354,565	\$460,211	\$422,584	\$1,237,360

Present Value \$813,874

McCook Planning Commission
November 10, 2025
5:15 P.M.

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

Present: Chair Chad Lyons; Vice Chair Tammie Hilker; Commissioners Camy Bradley, Matt Davidson, Kelly Hammerlun, Bruce McDowell, Bobby Gaulke.

Absent: Commissioners Jamie Mockry, Jesse Stevens, Kurt Vosburg,

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 November 7, 2025, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Chair Lyons announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review.

1. Approve the minutes of the October 13, 2025 regular Planning Commission meeting.

Motion to approve the minutes of the October 13, 2025 regular Planning Commission meeting. This motion, made by Chad Lyons and seconded by McDowell, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding a request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC, seeking approval for a vacation and preliminary plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

City Manager Schneider informed the Commission that the Public Hearing for the vacation and its recommended approval (Item 2.B.) need to be postponed until a definite time, that time being December 8, 2025 at 5:15 P.M., so that notification requirements can be met.

EXHIBIT #6

PAGE(S) - 4

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC; seeking approval of a preliminary plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street), with the City Attorney to act as hearing officer; and to postpone the public hearing for vacation of said property to a definite time, that being December 8, 2025 at 5:15 P.M. This motion, made by Chad Lyons and seconded by Matt Davidson, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the November 10, 2025 Planning commission meeting (1 page); Exhibit #10 - Notice of Public Hearing published (1 page); Exhibit #11 - Notice of Public Hearing mailed and posted (1 page); Exhibit #12 - listing of property owners notified of public hearing (1 page); Exhibit #13 - Second North Pointe Preliminary Plat (3 pages); Exhibit #14 - legal description of the proposed subdivision (1 page); and Exhibit #15 - Land Use Action Request Form and attachments (10 pages).

City Manager Schneider reviewed the information presented in Exhibit #10.

Amanda Engell, MEDC Director of Housing and Greg Wolford, W Design Associates and MEDC Board member reviewed the preliminary plat changes, the proposed utilities and answered questions from the Commission. The eight lots on the south side of "T" street are replatted into six lots and the large lot on the north side is replatted into four lots.

Mr. Wolford addressed Utilities Director Fawver's concern regarding the dead-end of the water mains on east end of "S" and "T" Streets. Future plans are to pave West 7th Street; at that time the water mains will be connected along West 7th Street, looping them together.

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

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

2.B. Recommend to the McCook City Council approval of a vacation of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to postpone to a definite time consideration of said vacation, that time being December 8, 2025 at 5:15 P.M. This motion, made by Chad Lyons and seconded by Camy Bradley, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

2.C. Recommend to the McCook City Council approval of a preliminary plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recommend to the McCook City Council approval of a preliminary plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street). This motion, made by Chad Lyons and seconded by Tammie Hilker, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

2.D. Public Hearing - Regarding the Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding the Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Kelly Hammerlun, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the November 10, 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 - Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project (9 pages); and Exhibit #6 - proposed Resolution No. PC2025-01 (2 pages).

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

MEDC Director Charlie McPherson and MEDC Housing Director Amanda Engell were present to answer questions from the Commission.

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

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT

YEA: 7, NAY: 0, ABSENT: 3

2.E. Approve Resolution No. PC 2025-01 recommending approval of a Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

Motion to approve Resolution No. PC 2025-01 recommending approval of a Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska. This motion, made by Chad Lyons and seconded by Matt Davidson, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT

YEA: 7, NAY: 0, ABSENT: 3

2.F. Review and discuss the proposed Limited Industrial (I-1) and General Industrial (I-2) districts of the proposed City of McCook Zoning Regulations.

Discussion was held regarding the proposed Limited Industrial (I-1) and General Industrial (I-2) districts.

The Public Use (P) and the Planned Development (PD) districts will be reviewed at the December 8, 2025 meeting. The Floodway Overlay District (FW) is regulated through the state and must be in compliance with the National Flood Insurance Program Regulations. The article presented in the proposed ordinance has been updated to meet their requirements.

Adjournment.

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

Lea Ann Doak, City Clerk-Treasurer
and Recording Secretary

**CITY MANAGER'S REPORT
NOVEMBER 17, 2025 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING**

ITEM NO. 2.D Approve Resolution No. CDA 2025-~~03~~ approving the Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook.

BACKGROUND:

Pursuant to Nebraska's Community Development Law, MEDC has prepared a Redevelopment Plan to assist with the financing of a residential construction project in Redevelopment Area #3. The project would use TIF to fund eligible expenses associated with the construction of infrastructure to develop 11 new single-family residential units. 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.

For background, please review the Public Hearing City Manager's Report and the Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project.

APPROVALS:



November 11, 2025

Nathan A. Schneider, City Manager



November 11, 2025

Lea Ann Doak, City Clerk

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

RESOLUTION NO. CDA 2025-03

(Second Substantial Modification to Redevelopment Plan –
North Pointe Redevelopment Project)

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY
OF MCCOOK, NEBRASKA, RECOMMENDING APPROVAL OF A SUBSTANTIAL
MODIFICATION TO THE REDEVELOPMENT PLAN FOR THE NORTH POINTE
REDEVELOPMENT PROJECT.**

RECITALS

- A. The City of McCook, Nebraska (“City”) has adopted the Redevelopment Plan for the North Pointe Redevelopment Project, as subsequently amended from time to time (the “Redevelopment Plan”).
- B. The Redevelopment Plan serves as a guide for the implementation of the North Pointe Redevelopment Project (the “Project”).
- C. The Project includes three (3) phases.
- D. The CDA desires to amend the Redevelopment Plan to: (1) expand the Phase 3 area and add additional lots to Phase 3, and (2) authorize the issuance of additional TIF Indebtedness for Phase 3 of the Project.
- E. The CDA has prepared the Second Substantial Modification to the Redevelopment Plan attached hereto as Exhibit “A” and incorporated by this reference (the “Amendment”) to make the substantial modification described above.
- F. The CDA desires to adopt the Amendment to make the substantial modifications described therein.

NOW THEREFORE, BE IT RESOLVED, by the CDA, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 to 18-2158 (the “Act”), as follows:

- 1. The Project Site, as defined in the Redevelopment Plan, is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
- 2. The 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 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 CDA hereby approves the 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 17th day of November, 2025.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
MCCOOK, NEBRASKA

Chairman

ATTEST:

Secretary

EXHIBIT "A"
Substantial Modification to Redevelopment Plan

[Attached]

Exhibit "A"

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

2.E.
ITEM NO. Approve Resolution No. 2025-36 approving the Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook.

BACKGROUND:

Following the Public Hearing conducted by the McCook City Council and the CDA approval and recommendation of the Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, the McCook City Council is required to approve a resolution confirming the Plan.

APPROVALS:



November 11, 2025

Nathan A. Schneider, City Manager



November 11, 2025

Lea Ann Doak, City Clerk

CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. 2025-36

(Substantial Modification to Redevelopment Plan –
North Pointe Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK,
NEBRASKA, APPROVING A SUBSTANTIAL MODIFICATION TO THE
REDEVELOPMENT PLAN FOR THE NORTH POINTE REDEVELOPMENT PROJECT.**

RECITALS

- A. The City of McCook, Nebraska (“City”) has adopted the Redevelopment Plan for the North Pointe Redevelopment Project, as subsequently amended from time to time (the “Redevelopment Plan”).
- B. The Redevelopment Plan serves as a guide for the implementation of the North Pointe Redevelopment Project (the “Project”).
- C. The Project includes three (3) phases.
- D. The CDA desires to amend the Redevelopment Plan to: (1) expand the Phase 3 area and add additional lots to Phase 3, and (2) authorize the issuance of additional TIF Indebtedness for Phase 3 of the Project.
- E. The CDA has prepared the Second Substantial Modification to the Redevelopment Plan (the “Amendment”) to make the substantial modification described above. A copy of the Amendment is on file and available for public inspection with the McCook City Clerk.
- F. Pursuant to Neb. Rev. Stat. § 18-2115, public hearings are required for a substantial modification to the Redevelopment Plan. The CDA has determined that the Amendment is a substantial modification to the Redevelopment Plan because it increases the amount of ad valorem taxes pledged for the Project by more than 5.0%.
- G. The CDA submitted the question of whether the Amendment should be recommended to the City Council to the Planning Commission of the City of McCook.
- H. The Planning Commission recommended the approval of the Amendment.
- I. Notice of public hearing regarding the adoption and approval of the Amendment 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.
- J. On November 17, 2025, the City Council held a public hearing relating to the question of whether the 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.

K. The City Council has reviewed the 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 18-2158 (the "Act"), as follows:

- 1. The Project Site, as defined in the Redevelopment Plan, is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
- 2. The 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 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 Amendment is hereby approved and adopted by the City Council as the governing body for the City of McCook.

Dated this 17th day of November, 2025.

CITY OF MCCOOK, NEBRASKA

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

ATTEST: _____
Lea Ann Doak, City Clerk

CITY MANAGER'S REPORT
NOVEMBER 17, 2025 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING

2.F.
ITEM NO. ___ Approve Resolution No. CDA 2025-04 authorizing and approving a Redevelopment Agreement including the use of Tax Increment Financing for the North Pointe Redevelopment Project - Phase 3.

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 Agreement between the CDA, MEDC (ie. the Redeveloper), and W.A.G.S. Properties, LLC 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, which will be phased. The CDA will issue TIF indebtedness in an amount not to exceed \$813,000 to assist with obligations related to the eligible expenses. The TIF indebtedness will be issued as a promissory note with the MEDC listed as the registered holder of the note. MEDC 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. The issued debt will not be a general obligation of the City of McCook. If the Tax Increment falls short of anticipated receipts, the Redeveloper and WAGS will be responsible for making 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 Redeveloper 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 Redeveloper 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.

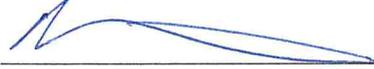
The Redeveloper will be responsible for completing the Public Improvements and the Redeveloper Private Improvements. The residential dwelling units comprising the Private Improvements will be constructed in up to five phases. Each phase of the Project will specifically identify the portion of the Project Site that will be developed in that phase to keep each phase separate for timing purposes. Similarly, each phase will have a separate Effective Date for the division of ad valorem taxes, with the number of units included in each phase dependent on the rate of construction of the private residences. Due to the phased approach outlined in this Agreement, the Effective Date for the last phase of the Project (ie. the fifth phase out of five) will be no later than January 1, 2031. This gives the Redeveloper and WAGS the opportunity to complete a manageable number of individual projects on a yearly basis during the life of this Agreement.

During the term of the Agreement, neither the MEDC nor WAGS Properties (or their assignees) will be allowed to protest the property valuation in a sum less than the Minimum Lot Valuation. This is to insure the tax increment is funded at the Agreement's 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 anticipated, the developer is responsible for the shortfall in the tax increment generated by the project. With respect to WAGS, WAGS will have no obligations with respect to the Public Improvements or any of the Redeveloper Lots. WAGS's role under this Agreement is limited to the construction and development of the WAGS Private Improvements on the WAGS Lots located within the Redevelopment Area.

The Agreement contains provisions for default and indemnification in favor of the City of McCook.

APPROVALS:



November 11, 2025

Nathan A. Schneider, City Manager



November 11, 2025

Lea Ann Doak, City Clerk

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

RESOLUTION NO. CDA 2025-04

(Redevelopment Agreement–North Pointe Redevelopment Project – Phase 3)

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. On October 18, 2021, the City of McCook, Nebraska (“City”) adopted a Redevelopment Plan for the North Pointe Redevelopment Project (as amended, the “Redevelopment Plan”).
- B. The CDA has prepared a redevelopment agreement for Phase 3 of the North Pointe Redevelopment Project (the “Project”), a copy of which is attached hereto as Exhibit “A” and incorporated by this reference (the “Redevelopment Agreement”).
- C. 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, as amended, 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 “G” 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 Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project, and if the City Council does not approve and adopt the Second Substantial Modification, 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 17th day of November, 2025.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
MCCOOK, NEBRASKA

Chairman

ATTEST:

Secretary

EXHIBIT "A"
Redevelopment Agreement

[Attached]

Exhibit "A"

**REDEVELOPMENT AGREEMENT
(North Pointe Redevelopment Project—Phase 3)**

This Redevelopment Agreement is made and entered into effective as of the 17th day of November, 2025, by and between the Community Development Agency of the City of McCook, Nebraska (“CDA”), McCook Economic Development Corporation, a Nebraska nonprofit corporation (“Redeveloper”), and W.A.G.S. Properties, LLC, a Nebraska limited liability company (“WAGS”).

RECITALS

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

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

C. Redeveloper and WAGS each own a portion of the Project Site which is located in the Redevelopment Area.

D. The redevelopment project of the Project Site described herein is Phase 3 of the previously approved and implemented North Pointe Redevelopment Project.

E. Redeveloper’s proposed redevelopment project involves the construction of eleven (11) residential dwelling units in multiple phases, with all phases constituting part of the single redevelopment project.

F. A phased redevelopment project, including the phasing of the division of ad valorem taxes for the project, is permitted under Section 18-2147 of the Act, which expressly authorizes the division of ad valorem taxes on portions of the real property in the redevelopment project for a period not to exceed 15 years. This Project will accordingly divide the ad valorem taxes on each phase of the real property in the redevelopment project in different years, each for a period not to exceed 15 years.

G. The CDA has approved Redeveloper’s proposed redevelopment project, including the utilization of tax-increment financing to assist in the cost of the Public Improvements defined in this Redevelopment Agreement.

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

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, 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 18-2158, as amended, and acts amendatory thereof and supplemental thereto.

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

C. “City” means the City of McCook, Nebraska.

D. “County” means Red Willow County, Nebraska.

E. “Effective Date” has the meaning set forth in Section 3.01 of this Redevelopment 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 Four Million Three Hundred Eighty Thousand and No/100 (\$4,385,000.00).

H. “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”. The parties acknowledge and agree that the Project shall be completed in multiple phases in successive years, as further described herein, and that all phases shall collectively constitute the Project.

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

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

K. “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.

L. “Redeveloper” means the McCook Economic Development Corporation.

- M. “Redeveloper Lots” has the meaning set forth on Exhibit “A”.
- N. “Redeveloper Private Improvements” has the meaning set forth on Exhibit “A”.
- O. “Redevelopment Agreement” means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.
- P. “Redevelopment Area” Redevelopment Area #3 in the City as set forth in the Redevelopment Plan.
- Q. “Redevelopment Plan” means the North Pointe Redevelopment Plan, as amended.
- R. “Tax Increment” means, in accordance with Neb. Rev. Stat. § 18-2147, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the Project Site 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.
- S. “TIF Indebtedness” means the sums payable under any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by Tax Increment.
- T. “WAGS” means W.A.G.S. Properties, LLC, a Nebraska limited liability company.
- U. “WAGS Lots” has the meaning set forth on Exhibit “A”.
- V. “WAGS Private Improvements” has the meaning set forth on Exhibit “A”.

Section 1.02 Construction and Interpretation.

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

- (a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.
- (b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.
- (c) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”
- (d) The word “including” shall be construed as meaning “including, but not limited to.”

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

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

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

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

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

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

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

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

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

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

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

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

encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

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

(d) Redeveloper owns the Redeveloper Lots 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, the 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 Nebraska Act.

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

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

Section 2.03 Representations of WAGS.

WAGS makes the following representations and findings:

(a) WAGS is a Nebraska limited liability company in good standing and has the power to enter into this Redevelopment Agreement and perform all obligations contained herein.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which WAGS 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 WAGS contrary to the terms of any instrument or agreement.

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

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

**ARTICLE III
OBLIGATIONS OF THE CDA**

Section 3.01 Capture of Tax Increment.

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

The residential dwelling units comprising the Private Improvements shall be constructed in up to five (5) phases. Each phase of the Project will specifically identify the portion of the Project Site that will be developed in that phase. In order to optimize the Tax Increment for the Project, each phase shall have a separate "Effective Date" for the division of ad valorem taxes and the number of residential dwelling units included in each phase will be based upon the construction and absorption rate of the Private Improvements; provided, however, that the Effective Date of the final phase of the Project shall be no later than January 1, 2031.

Redeveloper, upon written notice to the CDA, may determine the Effective Date for each lot based upon the construction the Private Improvements. Upon notification and direction from the Redeveloper no later than June 1 of any year, the CDA shall file with the County Assessor the "Notice to Divide Tax" on or prior to July 1 in the calendar year of the Effective Date for each phase of the Project, which shall identify the legal description of the lot(s) located within the Project Site constituting the Phase, the Base Year (calendar year prior to the Effective Date) for such Phase, and the year in which the tax division becomes effective (calendar year of the Effective Date) for said phase.

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 Eight Hundred Thirteen Thousand and No/100 Dollars (\$813,000.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit "G" ("Note"). The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. The TIF Indebtedness shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. If 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 be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender.

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, 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 Six Thousand and No/100 Dollars (\$6,000.00). The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

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

Section 3.05 Projected TIF Sources and Uses.

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

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Evidence of Financial Ability.

Redeveloper shall, no later than ninety (90) days following the execution of this Redevelopment Agreement, provide to the CDA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with construction of the 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 Redeveloper Private Improvements and install all equipment necessary to operate the Public Improvements and the Private Improvements for the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Redeveloper Private Improvements. Until construction of the Public Improvements and the Redeveloper 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. Pursuant to the terms of Section 4.06(b) of this Redevelopment Agreement, Redeveloper may assign the obligation to build the Redeveloper Private Improvements on a lot by lot basis.

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

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

Section 4.04 No Discrimination.

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

Section 4.05 Pay Real Estate Taxes.

(a) Redeveloper has agreed to use its best efforts 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 Effective Date of the final phase of the Project. The Minimum Project Valuation is based in part upon an anticipated final valuation of each Redeveloper Lot in the Project Site of not less than Three Hundred Seventy Five Thousand and No/100 (\$375,000.00) ("Minimum Lot Valuation"). Redeveloper shall create the Minimum Lot Valuation on each lot in the Project Site no later than the applicable Effective Date for said lot. During the period of this Redevelopment Agreement and after the applicable Effective Date, Redeveloper, its successors and assigns, including each purchaser of a Redeveloper Lot: (1) will not protest a real estate property valuation of any Redeveloper Lot to a sum less than or equal to the Minimum Lot Valuation; and (2) will not convey any Redeveloper Lot to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Redevelopment Agreement and after the applicable Effective Date for each lot, any Redeveloper Lot is assessed at less than the Minimum Lot Valuation, the owner of said lot shall either: (1) successfully protest the valuation of the lot upwards such that the valuation is equal to or greater than the Minimum Lot Valuation; or (2) make an annual payment in lieu of taxes ("Deficiency Payment") to the CDA upon thirty (30) days written notice in the amount of the shortfall equal to the amount the Anticipated Tax Increment for the lot, as set forth on Exhibit "B", exceeds the actual Tax Increment for the lot.

(c) Redeveloper acknowledges that the TIF Sources for this Project anticipate that some of the lots will exceed the Minimum Lot Valuation. If every lot in the Project Site is valued at the Minimum Lot Valuation, the Project will not achieve the Minimum Project Valuation and there will be a shortfall in the amount of Tax Increment compared to the project TIF amount.

Section 4.06 No Assignment or Conveyance.

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

conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA:

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

(b) any conveyance of a Redeveloper Lot to a non-exempt third party, provided that said non-exempt third party purchaser agrees to assume all obligations of Redeveloper with respect to said lot including, without limitation, the obligations to construct the Private Improvements (if such Private Improvements have not been previously completed), pay real estate taxes, and either maintain the Minimum Lot Valuation or make Deficiency Payments. The form of Assignment and Assumption of Redevelopment Agreement is attached as Exhibit "E" and incorporated by this reference.

ARTICLE V FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

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

ARTICLE VI OBLIGATIONS OF WAGS

Section 6.01 Pay Real Estate Taxes.

(a) WAGS shall create the Minimum Lot Valuation on each of the WAGS Lots no later than the applicable Effective Date for said lot (which shall be no later than January 1, 2031). During the period of this Redevelopment Agreement and after the applicable Effective Date, WAGS, its successors and assigns, including each purchaser of any WAGS Lot in the Project Site: (1) will not protest a real estate property valuation of any WAGS Lot to a sum less than or equal to the Minimum Lot Valuation; and (2) will not convey any WAGS Lot to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Redevelopment Agreement and after the applicable Effective Date for each lot, any WAGS Lot is assessed at less than the Minimum Lot Valuation, the owner of said lot shall either: (1) successfully protest the valuation of the lot upwards such that the valuation is equal to or greater than the Minimum Lot Valuation; or (2) make an annual payment in lieu of taxes ("Deficiency Payment") to the CDA upon thirty (30) days written notice in the amount of the shortfall equal to the amount the Anticipated Tax Increment for the lot, as set forth on Exhibit "B", exceeds the actual Tax Increment for the lot.

Section 6.02 No Assignment or Conveyance.

WAGS shall not convey, assign or transfer a lot in the Project Site or any interest therein without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA: any conveyance of a lot in the Project Site to a non-exempt third party, provided that said non-exempt third party purchaser agrees to assume all obligations of WAGS with respect to said lot including, without limitation, the obligations to construct the Private Improvements (if such Private Improvements have not been previously completed), pay real estate taxes, and either maintain the Minimum Lot Valuation or make Deficiency Payments. The form of Assignment and Assumption of Redevelopment Agreement is attached as Exhibit "E" and incorporated by this reference.

Section 6.03 Limited Scope.

WAGS shall have no obligations with respect to the Public Improvements or any of the Redeveloper Lots. WAGS's role under this Agreement is limited to the construction and development of the WAGS Private Improvements on the WAGS Lots.

**ARTICLE VII
DEFAULT, REMEDIES; INDEMNIFICATION**

Section 7.01 General Remedies of the CDA and Redeveloper.

Subject to the further provisions of this Article VII, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which

cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 7.02, the remedy of specific performance against Redeveloper or WAGS shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 7.02 Additional Remedies of the CDA.

Redeveloper or WAGS, or the successor owner for each applicable lot following a transfer pursuant to Section 4.06(b) or 6.02, as applicable (each referred to herein as the "Owner"), shall be in default of this Redevelopment Agreement upon the occurrence of any of the following:

- (a) Owner shall fail to complete the construction of the Private Improvements before the applicable completion date for the applicable lot;
- (b) Owner shall fail to pay real estate taxes or assessments on each lot in the Project Site when due, and such taxes or assessments shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA;
- (c) Owner shall fail to maintain an assessed valuation equal to or greater than the Minimum Lot Valuation for each lot in the Project Site after the applicable Effective Date for such lot and fails to satisfy the obligations of Section 4.05(b) of this Redevelopment Agreement; or
- (d) There is a transfer of a lot in the Project Site in violation of Section 4.06 or Section 6.02 of this Redevelopment Agreement, and such failure or action by Owner has not been cured within thirty (30) days following written notice from the CDA.

If Owner is in default of this Redevelopment Agreement and such default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of TIF Revenues contemplated hereunder, Owner shall be obligated, on an annual basis, to remit the sum by which the Anticipated Tax Increment for the applicable lot, as set forth on Exhibit "B", exceeds the actual Tax Increment for the applicable lot. The remedies provided herein are specific to each lot owner, and Owners are not and shall not be jointly and severally liable.

Section 7.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 7.02), and such failure has not been cured within thirty (30) days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law.

Section 7.04 Limitation of Liability; Indemnification.

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

Section 8.01 Memorandum.

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

Section 8.02 Governing Law.

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

Section 8.03 Binding Effect; Amendment.

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

Section 8.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, 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 8.05 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 the 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 the Redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 8.06 Notice. For the purpose of any notice requirement set forth in this Redevelopment Agreement, the following addresses shall be used:

If to Redeveloper: McCook Economic Development Corporation
402 Norris Ave., Suite 301
McCook, NE 69001

If to WAGS: W.A.G.S. Properties, LLC
Attn: Chris Wagner
1411 E. 5th Street
McCook, NE 69001-0749

[Signature Page Follows]

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

“CDA”

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

“REDEVELOPER”

MCCOOK ECONOMIC DEVELOPMENT
CORPORATION

By: _____
Name: _____
Title: _____

“WAGS”

W.A.G.S. PROPERTIES, LLC

By: _____
Name: _____
Title: _____

EXHIBIT "A"
DESCRIPTION OF PROJECT

PROJECT SITE:

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

Lots 9–16, Block 2, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska (the "Redeveloper Lots")

And

Lots 1 and 3, Block 3, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska (the "WAGS Lots")

PROJECT IMPROVEMENTS:

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

- (a) **Private Improvements.** The construction of eleven (11) residential dwelling units and associated improvements on the Project Site, which shall include both the Redeveloper Private Improvements and the WAGS Private Improvements, defined as follows:
 - (1) "Redeveloper Private Improvements" shall be the dwelling units and associated improvements constructed on the Redeveloper Lots.
 - (2) "WAGS Private Improvements" shall be dwelling units and associated improvements constructed on the WAGS Lots.
- (b) **Public Improvements.** Land acquisition, site preparation, street and sidewalk improvements, water and sanitary sewer improvements, and 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. Pursuant to the Redevelopment Plan, public improvements constructed in any phase of the North Pointe Redevelopment Project shall be eligible costs.

The Project shall be completed in multiple phases as described in the Redevelopment Agreement. Each phase may have a separate effective date.

EXHIBIT "B"
PHASE 3 TIF INDEBTEDNESS

1. **Projected Base Value:**
\$110,000 (11 lots at \$10,000/lot)
2. **Projected Final Value (Minimum Project Valuation):**
\$4,385,000
 - 7 lots at \$375,000/lot
 - 4 lots at \$440,000/lot
3. **Difference in Valuation:** \$4,275,000
4. **Assumed Tax Levy:** 1.929606
5. **Anticipated Tax Increment:**
\$82,491 annual aggregate for all lots in Phase 3
6. **TIF Indebtedness:**
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$813,000, which is the maximum amount, together with interest accruing thereon, which can be amortized by the end of the fifteen (15) year tax increment period for the last phase of the Project, solely from the Tax Increment based upon the Anticipated Tax Increment.
 - b. **Interest Rate.** The interest rate for the TIF Indebtedness shall be determined prior to the issuance of the TIF Note. A five percent (5.0%) interest rate has been used for the TIF calculations, but the five percent (5.0%) interest rate may be adjusted based upon Redeveloper's reasonable evidence of lender requirements that will necessitate a reasonable change to the interest rate.
 - c. **Payments.** Payments shall be made semi-annually commencing when the real estate taxes are fully collected for the tax year of the Effective Date for the first phase of the Project. The final payment shall occur when the real estate taxes are fully collected for the fifteenth (15th) year of the TIF period for the final phase of the Project. In no case whatsoever shall the annual debt service payment on the TIF Indebtedness exceed the amount of Tax Increment received by the CDA in said year of the payment. The CDA shall only be obligated to make payments up to the actual amount of Tax Increment received by the CDA in said year of the payment. Due to the phasing of this project, the parties acknowledge that the amount of Tax Increment is dependent upon the timing of the phases of the Project.
 - d. **Anticipated Maturity Date.** Each phase of the Project shall divide the taxes on the applicable phase of the Project Site for fifteen (15) years, and the Maturity Date for the Project shall be December 15th of the fifteenth

(15th) year real estate taxes are collected for the final phase. The Maturity Date for the final phase shall be no later than January 1, 2031.

- e. **TIF Period.** The period for TIF on this Project will be fifteen (15) years per phase.

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

EXHIBIT "C"
TIF SOURCES AND USES

TIF SOURCES

Assumptions:	Tax Levy (est.):	1.929606	
	Interest Rate:	5.0%	
	Base Val/Unit	\$10,000	
	Final Val/Unit	\$375,000	(7 Lots)
		\$440,000	(4 Lots)

Preliminary Schedule:

Year	1	2	3	Total
Homes	3	4	4	11

TIF Calculations:

Sub-Phase	1	2	3
TIF Period	15	15	15
Base Value	\$30,000	\$40,000	\$40,000
Base Taxes	\$579	\$772	\$772
Final Value	\$1,255,000	\$1,630,000	\$1,500,000
Total Taxes	\$24,217	\$31,453	\$28,944
Tax Increment	\$23,638	\$30,681	\$28,172
Phase Years	1 to 15	2 to 16	3 to 17

Year	Sub-Phase 1	Sub-Phase 2	Sub-Phase 3	TOTAL
1	\$23,638	\$0	\$0	\$23,638
2	\$23,638	\$30,681	\$0	\$54,318
3	\$23,638	\$30,681	\$28,172	\$82,491
4	\$23,638	\$30,681	\$28,172	\$82,491
5	\$23,638	\$30,681	\$28,172	\$82,491
6	\$23,638	\$30,681	\$28,172	\$82,491
7	\$23,638	\$30,681	\$28,172	\$82,491
8	\$23,638	\$30,681	\$28,172	\$82,491
9	\$23,638	\$30,681	\$28,172	\$82,491
10	\$23,638	\$30,681	\$28,172	\$82,491
11	\$23,638	\$30,681	\$28,172	\$82,491
12	\$23,638	\$30,681	\$28,172	\$82,491
13	\$23,638	\$30,681	\$28,172	\$82,491
14	\$23,638	\$30,681	\$28,172	\$82,491
15	\$23,638	\$30,681	\$28,172	\$82,491
16	\$0	\$30,681	\$28,172	\$58,853
17	\$0	\$0	\$28,172	\$28,172
TOTAL	\$354,565	\$460,211	\$422,584	\$1,237,360

Present Value **\$813,874**

TIF USES

In addition to all costs identified in the North Pointe Redevelopment Plan for the entire Project and the CDA's administrative fees, which are all eligible costs for Phase 3, the following are the estimated TIF Uses specifically for Phase 3:

Item	Estimate Quantity	Unit Price	Total
1 Subgrade Prep	5050 Sq. Yds.	\$ 9.00	\$ 45,450.00
2 Paving - 6" Concrete	4600 Sq. Yds.	\$ 58.00	\$ 266,800.00
3 Sidewalk	150 Sq. Yds.	\$ 80.00	\$ 12,000.00
4 Excavation	1500 Cu. Yds	\$ 9.00	\$ 13,500.00
5 Embankment	1500 Cu. Yds	\$ 12.00	\$ 18,000.00
6 8" Sanitary Sewer	454 Lin. Ft.	\$ 80.00	\$ 36,320.00
7 New Manhole	2 Ea.	\$ 10,000.00	\$ 20,000.00
8 Raise Existing Manhole	1 Ea.	\$ 5,000.00	\$ 5,000.00
9 Sanitary Taps	3 Ea.	\$ 700.00	\$ 2,100.00
10 6" Water Main	1200 Lin. Ft.	\$ 63.00	\$ 75,600.00
11 6" Gate Valve	4 Ea.	\$ 2,400.00	\$ 9,600.00
12 Fire Hydrant	3 Ea.	\$ 5,000.00	\$ 15,000.00
13 Water Main Taps	11 Ea.	\$ 1,500.00	\$ 16,500.00
14 Storm Sewer	1 L.S.	\$ 50,000.00	\$ 50,000.00
	Sub Total	.	<u>\$ 585,870.00</u>
	Contingency		\$ 58,587.00
	Engineering		<u>\$ 58,587.00</u>
	Grand Total		\$ 703,044.00

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

EXHIBIT "D"
FORM OF CERTIFICATION OF ELIGIBLE PROJECT COSTS
(North Pointe Redevelopment Project—Phase 3)

Date: _____

McCook Economic Development Corporation ("Redeveloper") hereby certifies that it 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, Nebraska. The portion of the Project as indicted herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

CDA Administrative Fee	\$ _____
Cost of Issuance	\$ _____
Land Acquisition	\$ _____
Site Preparation	\$ _____
Streets	\$ _____
Sidewalks	\$ _____
Water	\$ _____
Sanitary Sewer	\$ _____
Engineering Fees	\$ _____
Total:	\$ _____*

***Principal Amount of TIF Indebtedness shall not exceed \$813,000.**

McCook Economic Development
Corporation

By: _____
Name: _____
Title: _____

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CDA:

Chairman

EXHIBIT "E"
FORM OF ASSIGNMENT AND ASSUMPTION
OF REDEVELOPMENT AGREEMENT

(On the following page)

After Recording Return To:
City of McCook
505 W. "C" Street
McCook, NE 69001

**ASSIGNMENT AND ASSUMPTION
OF REDEVELOPMENT AGREEMENT
(North Pointe Redevelopment Project—Phase 3)**

This Assignment and Assumption of Redevelopment Agreement ("Agreement") is entered into on this ___ day of _____, 20___, by and between _____, a _____ ("Original Owner"), and _____ ("Successor Owner").

RECITALS

- A. The Community Development Agency of the City of McCook, Nebraska ("CDA"), McCook Economic Development Corporation ("MEDC"), and W.A.G.S. Properties, LLC ("WAGS") entered into a Redevelopment Agreement dated _____, 2025 (the "Redevelopment Agreement") for a redevelopment project on the property that is identified in the Redevelopment Agreement and legally described as:

Lots 9-16, Block 2, and Lots 1 and 3, Block 3, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska (the "Project Site").

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

[Insert legal description of lot to be sold]

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

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

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

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

3. TIF Indebtedness. The parties acknowledge and agree that the holder of the TIF Note issued for Phase 3 of the Project is the sole party with any right to receive payments of Tax Increment from the CDA. The Redeveloper's right, title and interest in and to the TIF Indebtedness shall not be assigned by this Agreement. Successor Owner acknowledges and agrees that Successor Owner has no claim to the Tax Increment generated by any phase of the Project.

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

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

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

(b) Minimum Lot Valuation. Successor Owner shall not protest a taxable real property valuation of the Lot to a sum less than or equal to \$375,000.00.

(c) Payment in Lieu of Taxes. In the event of a shortfall, Successor Redeveloper shall, on an annual basis, make a payment in lieu of taxes in the amount that \$7,040.00 exceeds the actual Tax Increment for the Lot.

[Signature Pages Follow]

"ORIGINAL OWNER"

By: _____

Name: _____

Title: _____

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

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, _____ of _____, a _____, on behalf of the entity.

Notary Public

"SUCCESSOR OWNER"

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ and _____, each on their own behalf.

EXHIBIT "F"
FORM OF MEMORANDUM
OF REDEVELOPMENT AGREEMENT

(On the following page)

After Recording Return To:
City of McCook
505 W. "C" Street
McCook, NE 69001

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(North Pointe Redevelopment Project—Phase 3)**

This Memorandum of Redevelopment Agreement ("Memorandum") is made effective as of this 17th day of November, 2025, by and between the Community Development Agency of the City of McCook, Nebraska ("CDA"), McCook Economic Development Corporation, a Nebraska nonprofit corporation ("Redeveloper"), and W.A.G.S. Properties, LLC, a Nebraska limited liability company ("WAGS").

1. **Redevelopment Agreement.** The CDA Redeveloper, and WAGS 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:

Lots 9-16, Block 2, and Lots 1 and 3, Block 3, North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska (the "Project Site").

2. **Tax Increment Financing.** The Project shall be completed in phases. 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 of each phase of the Project. The Tax Increment 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 CDA offices in McCook, Nebraska.

[Signature Page Follows]

“CDA”

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

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

The foregoing instrument was acknowledged before me this ___ day of _____, 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”

McCook Economic Development
Corporation

By: _____
Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, _____ of McCook Economic Development Corporation, a Nebraska nonprofit corporation, on behalf of the corporation.

Notary Public

“WAGS”

W.A.G.S. Properties, LLC, a Nebraska
limited liability company

By: _____
Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, _____ of W.A.G.S. Properties, LLC, a Nebraska limited liability company, on behalf of the corporation.

Notary Public

EXHIBIT "G"
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
(NORTH POINTE REDEVELOPMENT PROJECT—PHASE 3)

Maturity Date	Interest Rate	Original Issuance Date
See attached Schedule 1	5.0%	

Registered Holder	Principal Amount
McCook Economic Development Corporation	\$813,000.00

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, 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 Effective Date for the first phase of the Project or from the most recent date to which interest has not been paid. Principal and interest shall be payable in semi-annual installments due June 15th and December 15th for each year that the Project generates tax increment until the Maturity Date or, if earlier, until such Principal Amount has been paid in full. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal 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.

This Note is designated the Community Development Agency of the City of McCook, Nebraska Redevelopment Revenue Note (North Pointe Redevelopment

Project—Phase 3), in the Principal Amount identified herein (the “Note”), which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2158, as amended and supplemented (the “Act”) and under and pursuant to the terms of that certain Redevelopment Agreement between, inter alia, the Issuer and the Registered Holder hereof (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 as identified in the Redevelopment Agreement. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment or the Issuer does not receive sufficient Tax Increment to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment from the Project as full payment of this Note.

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

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

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

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

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

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

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

[Signature Page Follows]

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

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By:

Form – Do Not Sign

Secretary

By:

Form – Do Not Sign

Chairman

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of McCook
as Paying Agent and Registrar

By:

Form – Do Not Sign

Authorized Signatory

SCHEDULE 1
MATURITY DATE

The Maturity Date of this Note shall be December 15 of the year sixteen (16) years following the Effective Date of the final phase of the Project. This Schedule shall be amended following the Effective Date of the final phase of the Project to specifically identify the Maturity Date.

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

ITEM NO. 2.G. Approve Resolution No. 2025- 37 approving the Redevelopment Agreement for the North Pointe Redevelopment Project - Phase 3.

BACKGROUND:

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

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

APPROVALS:



November 11, 2025

Nathan A. Schneider, City Manager



November 11, 2025

Lea Ann Doak, City Clerk

CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. 2025-37

(Redevelopment Agreement–North Pointe Redevelopment Project – Phase 3)

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 18-2158, as amended (the “Act”), the City of McCook, Nebraska (“City”), has adopted the Redevelopment Plan for the North Pointe Redevelopment Project, as amended from time to time (the “Redevelopment Plan”). A copy of the Redevelopment Plan is on file with the City Clerk for inspection.

B. The North Pointe Redevelopment Project (“Project”) will be implemented in three (3) phases, pursuant to the Redevelopment Plan.

C. On November 17, 2025, the CDA approved the Redevelopment Agreement for Phase 3 of the Project.

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of McCook, Nebraska, that the Redevelopment Agreement between the Community Development Agency of the City of McCook, Nebraska, McCook Economic Development Corporation, a Nebraska nonprofit corporation, and W.A.G.S. Properties, LLC, a Nebraska limited liability company, which agreement 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 17th day of November, 2025.

CITY OF MCCOOK, NEBRASKA

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

ATTEST:

Lea Ann Doak, City Clerk

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

ITEM: **3.A.**

Approve the minutes of the November 3, 2025 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

November 12, 2025

McCook City Council
November 3, 2025
5:30 P.M.

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

Present: Mayor Linda Taylor, Councilmembers Jerry Calvin, Gene Weedin, Jared Muehlenkamp, Darcy Rambali.

Absent: None.

City Officials present: City Manager Nate Schneider, City Attorney Nate Mustion, City Clerk Lea Ann Doak, Assistant City Manager Tera Koetter, Library Director Jody Crocker, Utilities Director Pat Fawver, Fire Chief Marc Harpham, Police Sergeant Nick Vargus, 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 October 16, 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.

Mayor Taylor announced that individuals who have appropriate items for City Council consideration should complete the "Topic for Consideration for City Council Agenda" form located at the information table by the entrance to the Council Chambers. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting, notification of the date will be given.

1. Announcements & Recognitions.

City Manager Schneider informed the Council that a Planning Commission meeting is scheduled for November 10, 2025 at 5:15 P.M.

Library Director Crocker also announced that Karen Land, an Iditarod musher, will be at the Library on November 13, 2025 at 4:00 P.M. She will present information on the 1925 Diphtheria Epidemic Serum Run. 2025 marks relay's 100th anniversary, commemorating the effort of sled dog teams who

delivered lifesaving diphtheria antitoxin to Nome, Alaska. Ms. Land will have her sled dog and a sled with her.

2. **Consider Ordinance No. 2025-3110** authorizing the issuance and sale of municipal improvement bond anticipation notes, in one or more series, of the City of McCook, Nebraska, of the aggregate principal amount of not to exceed \$5,500,000 for the purpose of providing interim financing for a portion of the costs of constructing infrastructure improvements associated with the sports complex.

Mayor Taylor introduced Ordinance No. 2025-3110 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF MUNICIPAL IMPROVEMENT BOND ANTICIPATION NOTES, IN ONE OR MORE SERIES, OF THE CITY OF MCCOOK, NEBRASKA, OF THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR A PORTION OF THE COSTS OF CONSTRUCTING INFRASTRUCTURE IMPROVEMENTS; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID NOTES; AND ORDERING THIS ORDINANCE PUBLISHED IN PAMPHLET OR ELECTRONIC FORM.

Ordinance No. 2025-3110 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. This motion, made by Calvin and seconded by Weedon, passed.

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

Motion for final passage of Ordinance No. 2025-3110. This motion, made by Weedon and seconded by Taylor, passed.

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

Mayor Taylor stated for the record that Ordinance No. 2025-3110 is declared lawfully passed and adopted upon publication as required by law.

3. **Public Hearings.**

- 3.A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding a meeting held October 27, 2025.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on a report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held October 27, 2025 with the City Attorney to act as hearing officer. This

motion, made by Weedin and seconded by Taylor, passed.

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

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated November 3, 2025 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Agenda for the October 27, 2025 meeting of the Economic Development Plan Citizen's Advisory Review Committee and attachments (6 pages); and Exhibit #4 - the minutes of the July 28, 2025 Economic Development Plan Citizen's Advisory Review Committee (4 pages).

Charlie McPherson, MEDC Director and Sean Wolfe, president of the Economic Development Plan Citizen's Advisory Review Committee, reviewed the information presented in Exhibit #3 and answered questions from the Council.

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

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

- 3.B. Accept the minutes of the July 28, 2025 Economic Development Plan Citizen's Advisory Review Committee meeting.

Motion to accept the minutes of the July 28, 2025 Economic Development Plan Citizen's Advisory Review Committee meeting. This motion, made by Calvin and seconded by Muehlenkamp, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

4. Consent Agenda.

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

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

- 4.A. Approve the minutes of the October 20, 2025 regular City Council meeting and the September 10, 2025 special City Council meeting.
- 4.B. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit and cable on Airport Road and East "H" Street.
- 4.C. Accept City Manager Nate Schneider's appointment of Greg A. Wolford, Class A License S-875 and Professional Engineer License No. E-6362, as the City of McCook Street Superintendent January 1 through December 31, 2026, for the purpose of the 2026 calendar year Highway Incentive Payment, to be issued to the City by the Nebraska Department of

Transportation, in February 2027.

- 4.D. Adopt Resolution No. 2025-33 authorizing the signing of the Year-End Certification of City Street Superintendent Form 2025.
- 4.E. Accept and authorize the Mayor to sign the Annual Certification Form confirming that funds received by the City of McCook from the State of Nebraska Department of Transportation as part of the Federal Aid Transportation Fund Purchase-Sale Agreement have been used according to such agreement.
- 4.F. Approve Resolution No. 2025-34 adopting the Second Amendment to the City of McCook, Nebraska, Firefighters Retirement Plan.

5. Regular Agenda.

- 5.A. Consider request and authorize the use of Community Betterment Funds to cover the rental fees for "Bison Days" to be held at the Municipal Auditorium on February 2 and 3, 2026.

Sharon Bohling presented the request to the Council for use of Community Betterment funds to defray the costs of using the auditorium to "Bison Days".

I move to approve the use of Community Betterment Funds to cover the rental fees for "Bison Days" to be held at the Municipal Auditorium on February 2 and 3, 2026. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

- 5.B. Presentation from Emma Castor with WCNDD (West Central Nebraska Development district) in regards to properties assigned to their designated area that need abatement.

Emma Castor with WCNDD was present via zoom to give an update of properties assigned to their designated area that are in need of abatement.

- 5.C. Council Comments.

There were no council comments.

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

Motion to go into executive session for the protection of public interest for a strategy session with respect to potential litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin at 6:15 P.M. This motion, made by Calvin and seconded by Weedon, passed.

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

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

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

Motion to come out of executive session at 6:37 P.M. This motion, made by Calvin and seconded by Weedon, passed.

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:38 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
NOVEMBER 10, 2025
CITY COUNCIL MEETING**

ITEM: 3.B.

AWARD THE BID FOR THE 2026 CRACK SEALING PROJECT TO SHELCO CONSTRUCTION OF PAXTON, NEBRASKA IN THE AMOUNT OF \$62,100.00, THAT BEING THE LOWEST BEST BID.

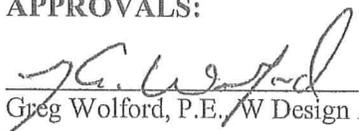
BACKGROUND

On November 10th bids were opened for the 2026 Crack Sealing Project. Attached is the tabulation of the bids received. As a point of information, this same company completed the crack sealing last year for a cost of \$64,350.00.

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

FISCAL IMPACT: None.

APPROVALS:



Greg Wolford, P.E., W Design Associates

Date: 10 Nov 25



Kyle Potthoff, Public Works Director

Date: 11/12/25



Nate Schneider, City Manager

Date: 11-12-25

<p style="text-align: center;">Bid Tabulation McCook Public Works - 2026 Crack Sealing Project McCook, NE 69001</p>						
<p>Bid Date: 11/10/2025 @ 2:30 PM</p>						
CONTRACTOR	TOTAL BASE BID	START DATE	COMPLETION DATE	BID BOND	NOTES	
Diamond Drilling & Sawing Co. 1157 S. Bannock St. Denver, CO 80223 303-733-3741	\$159,980.00	3/11/2026	4/1/2026	Yes		
Schodeller Construction 4410 S 40th Street, Ste. C St. Joseph, MO 64503 816-288-5069	\$140,000.00	4/1/2026	4/1/2026	Yes		
Shelco Construction DBA Stulich's Asphalt, LLC 616 NE-61 Scenic Ogallala, NE 69135 308-284-2997	\$62,100.00	12/8/2025	1/30/2026	Yes*	*Cashiers Check	

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

ITEM: 3.C.

AWARD THE BID FOR THE 2026 ARMOR COATING PROJECT TO SHELCO CONSTRUCTION OF PAXTON, NE IN THE AMOUNT OF \$6.85 PER GALLON, AS WELL AS ALTERNATE NO. 1 FOR PROVIDING GRANITE AGGREGATE IN THE AMOUNT OF \$38,400.00, THAT BEING THE LOWEST BEST BID.

BACKGROUND

On November 10th bids were opened for the 2026 Armor Coating Project. Attached is the tabulation of the bids received.

As a note on the impact of oil costs, the following is a summary of the armor coat bids for the past several years:

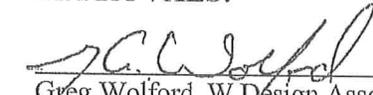
Year	Cost/Gal.	Year	Cost/Gal.
2015	\$3.70	2024	\$5.297
2016	\$3.37	2025	N/A
2017	\$3.667		
2018	\$3.55		
2019	\$3.83		
2020	\$3.93		
2021	\$3.42		
2022	\$4.50		
2023	\$4.78		

Bid differently this year was to have the contractor supply the aggregate for armor coating. The price bid is acceptable for a higher quality of aggregate (granite) that has been used in years past.

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

FISCAL IMPACT: None.

APPROVALS:



Greg Wolford, W Design Associates

Date: 10 Nov 25



Kyle Potthoff, Public Works Director

Date: 11/12/25



Nate Schneider, City Manager

Date: 11-12-25

2026 ARMOR COATING
 CITY OF McCOOK
 McCOOK, NEBRASKA

JOB #854-25
 NOVEMBER 10, 2025 AT 2:30PM

BID TABULATION SHEET

CONTRACTOR	UNIT PRICE	START DATE	COMPLETION DATE	BID BOND
McGILL RESTORATION 2939 CORNHUSKER HWY LINCOLN, NE 68504	NO BID			
SHELCO DBA STULICHS ASPHALT 104 QUINCY AVE ELSIE, NE 69134	\$6.85 per Gal.* ALT. 1: \$38,400 Granite	6/1/2026	6/30/2026	Cashiers Check

Bid was for two transports of Oil, at an estimated 6,000 gallons each. Estimated total cost is \$82,200.00.

CITY MANAGER'S REPORT
NOVEMBER 17, 2025 CITY COUNCIL MEETING

ITEM: 3.D.

RECOMMENDATION:

APPROVE THE GRANT OF LICENSE WITH ELIZABETH KNEDLIK FOR THE USE OF A PORTION OF CITY OF MCCOOK PROPERTY LEGALLY DESCRIBED AS LOT 18, BLOCK 2, WESTRIDGE ADDITION TO THE CITY OF MCCOOK, RED WILLOW COUNTY NEBRASKA, FOR THE PURPOSE OF INSTALLING A FENCE AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

Elizabeth Knedlik has made a request for permission to occupy property for the extension of privacy fence behind her property located at 702 West 5th Street, said fence to extend onto city property located at Lot 18, Block 2, Westridge Addition to the City of McCook. Terry Family Surveying, LLC conducted a survey which provides the tract of land owned by the City of McCook to be occupied by the fence. Staff has reviewed the request in conjunction with easements and need. There are no concerns regarding the grant of license. An agreement will be developed memorializing the terms of the grant of license.

APPROVALS:



Lea Ann Doak, City Clerk

November 11, 2025



Nate Schneider, City Manager

November 11, 2025

After Recording Return to:

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

GRANT OF LICENSE

This Agreement is made and entered into this 17th day of November, 2025, by and between the City of McCook, Nebraska, hereinafter referred to as the Licensor, and Elizabeth Knedlik, hereinafter referred to as the Licensee.

Licensor hereby grants to Licensee the revocable right, privilege, and permission to use the following described real property for installing a fence on property owned by the City of McCook described as:

A tract of land that is part of Lot 18, Block 2, Westridge Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows:

Beginning at the NE Corner of said Lot 18, thence S68°30'40"W (all bearings contained herein relative thereto), on the North line of said Lot 18, 130.19 feet to the NW Corner of said Lot 18;

Thence N81°57'59"E, 121.36 feet to a point on the West Right-of-Way line of 5th Street West;

Thence continuing on said Right-of-Way, N01°48'19"E, 30.75 feet to the Point of Beginning;

Said tract contains 1838.24 Square Feet and is subject to all right of ways, easements, and reservations now on record or indicated on the attached plat.

This License is granted and restricted to the above described improvements situated on the subject real property and is further restricted to repairing said structures only and does not extend to any material improvement or modification of the structure or replacement thereof.

This License is further subject to the condition that the Licensor retains the right, at its sole discretion, to have removed any portion of said improvement when deemed necessary by the Licensor. The Licensee shall bear any and all expense pertaining to any access said Licensor may require. This license is nonexclusive to the Licensee.

The Licensee shall assume all liability with use of Licensor property and indemnify Licensor from all liability.

The term of the License shall be the life of the existing fence with the restrictions set forth herein.

CITY OF MCCOOK, NEBRASKA

ATTEST:

By:

Linda Taylor, Ex-officio Mayor
and Council President

Lea Ann Doak, City Clerk

Acknowledgement

State of Nebraska)
) s.s.
County of Red Willow)

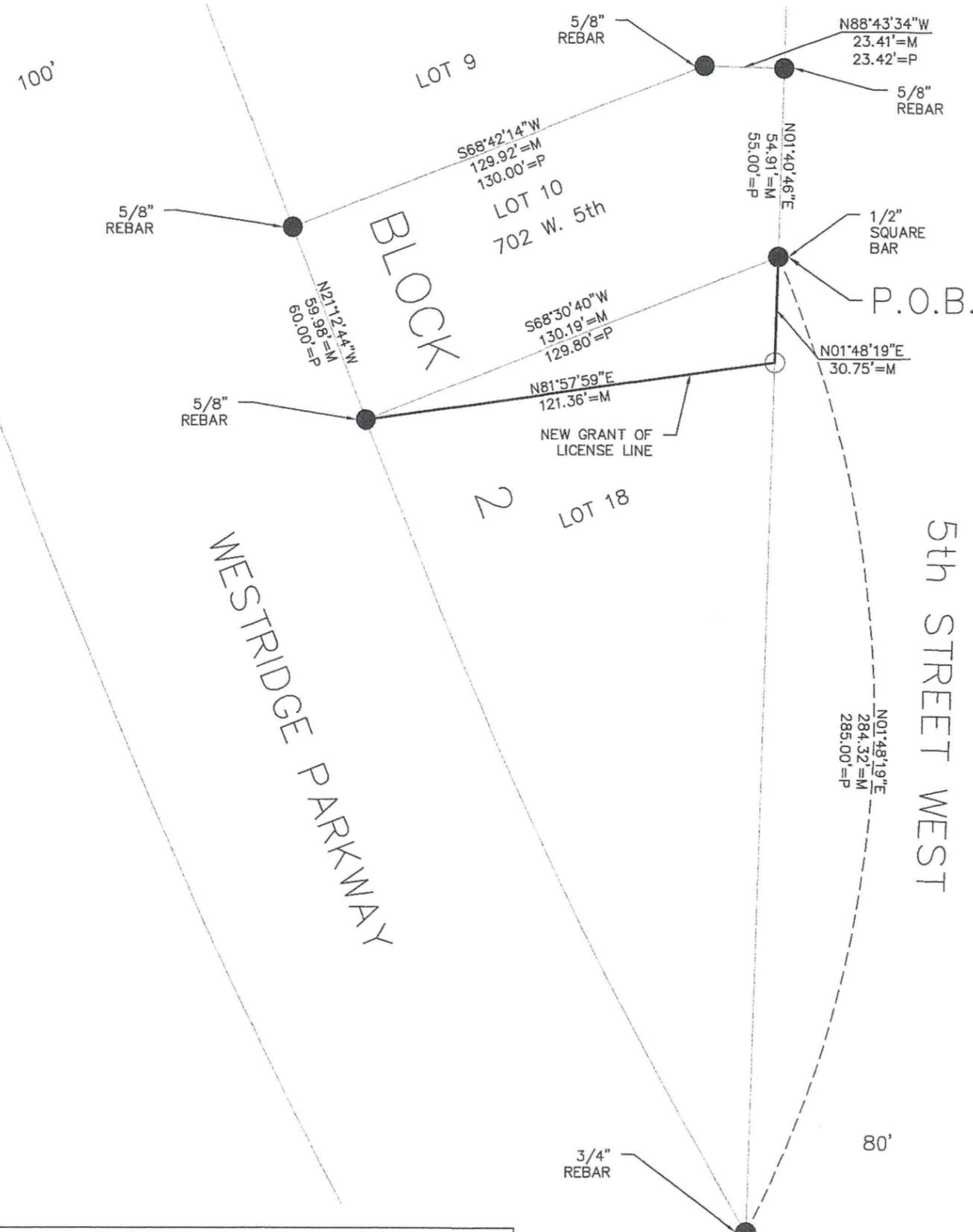
The foregoing instrument was acknowledged before me this 17th day of November, 2025 by Linda Taylor, Mayor of the City of McCook and Lea Ann Doak, Clerk of the City of McCook, Nebraska.

Notary Public

GRANT OF LICENSE

--KNEDLIK SURVEY--

PART OF LOT 18 ADDED TO LOT 10, BLOCK 2, WESTRIDGE ADDITION TO THE CITY OF McCOOK, RED WILLOW COUNTY, NEBRASKA



LEGAL DESCRIPTION

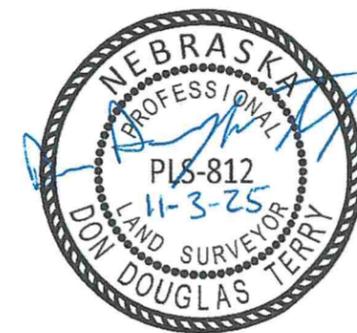
A Grant of License for a tract of land that is part of Lot 18, Block 2, Westridge Addition to the City of McCook, Red Willow County, Nebraska, being more particularly described as follows:
 Beginning at the NE Corner of said Lot 18, thence S68°30'40"W (all bearings contained herein relative thereto), on the North line of said Lot 18, 130.19 feet to the NW Corner of said Lot 18; Thence N81°57'59"E, 121.36 feet to a point on the West Right-of-Way line of 5th Street West; Thence continuing on said Right-of-Way, N01°48'19"E, 30.75 feet to the Point of Beginning;

Said tract contains 1838.24 Square Feet and is subject to all right of ways, easements, and reservations now on record or indicated on the attached plat.

SURVEYOR'S CERTIFICATE

I, Don D. Terry, Nebraska Registered Land Surveyor No. LS-812, do hereby state that the survey and the referenced Legal Description herein, was performed by myself using known and recorded monuments. All information shown on the above plat is accurate and correct to the best of my knowledge and belief.

Date of Survey: November 3, 2025

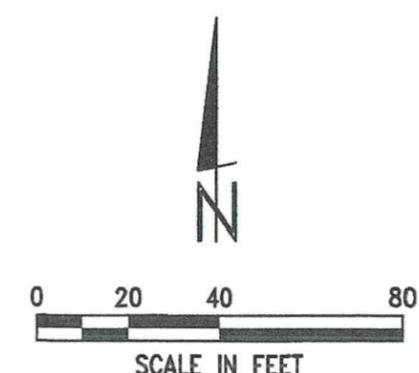


Legend

- = FOUND PROPERTY CORNER AS NOTED
- = SET 1/2" REBAR & LS 812 CAP
- × = CALCULATED POINT
- M = MEASURED DISTANCE
- P = PLATTED DISTANCE

T.F.S.

TERRY FAMILY SURVEYING LLC
 403 WASHINGTON AVE., McCOOK, NE, 69001
 308-737-7752



THIS PLAT OF SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY TERRY FAMILY SURVEYING LLC TO DETERMINE OWNERSHIP, EASEMENTS, OR RIGHTS-OF-WAY.

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

ITEM: 3.E.

RECOMMENDATION:

ADOPT RESOLUTION NO. 2025-35 APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION-DIVISION OF AERONAUTICS OF THE STATE OF NEBRASKA FOR PROJECT NO. 3-31-0052-022-2026(M04) TO BE SUBMITTED BY THE DIVISION TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE MCCOOK BEN NELSON REGIONAL AIRPORT AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT AND ALL ASSOCIATED DOCUMENTS.

BACKGROUND:

Project No. 3-31-0052-022-2026(M04) will include the construction of a self fueling facility and associated ramp expansion at McCook Ben Nelson Regional Airport. This agreement will allow NDOT to act as the City of McCook's agent or go between with the federal government. This project is scheduled to begin in the spring of 2026.

This agency agreement is for the use of FY26 Infrastructure Investment and Jobs Act funds(IIJA) to assist with the self service fuel station at McCook Ben Nelson Regional Airport. On February 17, 2025, a consultant agreement was approved between the City of McCook and W Design Associates in the amount of \$117,896.11. This contract includes the design phase, bidding phase, construction phase and the close our phase. On June 2, 2025, the construction of this project was awarded to Hackel Construction in the amount of \$1,234,668.56. This brings the total cost of this project to \$1,352,564.67. Federal and state grants will cover 95% of the cost or \$1,284,936.44 and the other 5% will be the responsibility of the City of McCook in the amount of \$67,628.23. The City's portion is included in the FY 2025/2026 budget.

**FISCAL
IMPACT:** None

APPROVALS:



Kyle Potthoff, Public Works Director

November 10, 2025



Nate Schneider, City Manager

November 10, 2025

RESOLUTION NO. 2025-35

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR PROJECT NO. 3-310052-022-2026 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City Council of McCook, Nebraska, that:

1. The City of McCook shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Project No. 3-31-0052-022-2026 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of McCook is hereby authorized and directed to execute said Agency Agreement on behalf of the City of McCook, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

PASSED AND APPROVED this 17th day of November, 2025.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

Resolution No. _____

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF
McCOOK, NEBRASKA, SPONSOR OF McCOOK BEN NELSON REGIONAL AIRPORT,
HELD ON _____, 20__.

The following resolution was introduced by _____, read in full, seconded by
_____ and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN
AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF
TRANSPORTATION, DIVISION OF AERONAUTICS FOR PROJECT NO. 3-31-
0052-022-2026 TO BE SUBMITTED BY THE DEPARTMENT TO THE
FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL
ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City Council of McCook, Nebraska, that:

1. The City of McCook shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Project No. 3-31-0052-022-2026 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of McCook is hereby authorized and directed to execute said Agency Agreement on behalf of the City of McCook, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, ___ voted yea, and ___ voted nay, and the resolution therefore was declared passed and approved on _____, 20__.

ATTEST: _____

Clerk

Mayor

EXHIBIT "O"

AGENCY AGREEMENT

Project No. 3-31-0052-022-2026 (M04)

This is an agreement between the City of McCook, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the McCook Ben Nelson Regional Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes, and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules, and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings, and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules, and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration, and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power, and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct, or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this xx day of xxxx 20xx.

(SEAL)



DO NOT SIGN

Director

Executed by the Airport Sponsor this xx day of xxxxxxxx, 20xx.

DO NOT SIGN

Clerk

DO NOT SIGN

Mayor

EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents.
Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents.
Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

EXHIBIT B
AGENCY AGREEMENT
SCHEDULE OF FEES AND CHARGES

A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

“The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals (formerly found in OMB A-87)”.

* Employees in these positions receive time and one half for time worked over 40 hours per week.

B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

AGENCY AGREEMENT

Project No. 3-31-0052-022-2026 (M04)

This is an agreement between the City of McCook, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the McCook Ben Nelson Regional Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes, and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules, and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings, and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules, and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration, and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power, and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

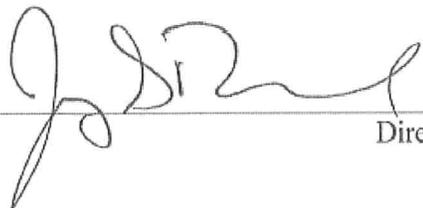
"Develop" means to plan, construct, or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 7th day of November, 2025.





 Director

Executed by the Airport Sponsor this ___ day of _____, 20_____.

 Clerk

 Mayor

EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents. Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents. Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

EXHIBIT B
AGENCY AGREEMENT
SCHEDULE OF FEES AND CHARGES

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

“The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals (formerly found in OMB A-87)”.

* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

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

ITEM: 3.F.

RECOMMENDATION:

Accept the minutes of the November 17, 2025 Planning Commission meeting.

BACKGROUND:

Accept minutes from various board and commission meetings.

FISCAL

IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

November 13, 2025

McCook Planning Commission
November 10, 2025
5:15 P.M.

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

Present: Chair Chad Lyons; Vice Chair Tammie Hilker; Commissioners Camy Bradley, Matt Davidson, Kelly Hammerlun, Bruce McDowell, Bobby Gaulke.

Absent: Commissioners Jamie Mockry, Jesse Stevens, Kurt Vosburg,

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 November 7, 2025, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Chair Lyons announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review.

1. Approve the minutes of the October 13, 2025 regular Planning Commission meeting.

Motion to approve the minutes of the October 13, 2025 regular Planning Commission meeting. This motion, made by Chad Lyons and seconded by McDowell, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding a request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC, seeking approval for a vacation and preliminary plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

City Manager Schneider informed the Commission that the Public Hearing for the vacation and its recommended approval (Item 2.B.) need to be postponed until a definite time, that time being December 8, 2025 at 5:15 P.M., so that notification requirements can be met.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC; seeking approval of a preliminary plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street), with the City Attorney to act as hearing officer; and to postpone the public hearing for vacation of said property to a definite time, that being December 8, 2025 at 5:15 P.M. This motion, made by Chad Lyons and seconded by Matt Davidson, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the November 10, 2025 Planning commission meeting (1 page); Exhibit #10 - Notice of Public Hearing published (1 page); Exhibit #11 - Notice of Public Hearing mailed and posted (1 page); Exhibit #12 - listing of property owners notified of public hearing (1 page); Exhibit #13 - Second North Pointe Preliminary Plat (3 pages); Exhibit #14 - legal description of the proposed subdivision (1 page); and Exhibit #15 - Land Use Action Request Form and attachments (10 pages).

City Manager Schneider reviewed the information presented in Exhibit #10.

Amanda Engell, MEDC Director of Housing and Greg Wolford, W Design Associates and MEDC Board member reviewed the preliminary plat changes, the proposed utilities and answered questions from the Commission. The eight lots on the south side of "T" street are replatted into six lots and the large lot on the north side is replatted into four lots.

Mr. Wolford addressed Utilities Director Fawver's concern regarding the dead-end of the water mains on east end of "S" and "T" Streets. Future plans are to pave West 7th Street; at that time the water mains will be connected along West 7th Street, looping them together.

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

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

2.B. Recommend to the McCook City Council approval of a vacation of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to postpone to a definite time consideration of said vacation, that time being December 8, 2025 at 5:15 P.M. This motion, made by Chad Lyons and seconded by Camy Bradley, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

2.C. Recommend to the McCook City Council approval of a preliminary plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recommend to the McCook City Council approval of a preliminary plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street). This motion, made by Chad Lyons and seconded by Tammie Hilker, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

2.D. Public Hearing - Regarding the Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding the Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Kelly Hammerlun, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT
YEA: 7, NAY: 0, ABSENT: 3

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the November 10, 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 - Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project (9 pages); and Exhibit #6 - proposed Resolution No. PC2025-01 (2 pages).

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

MEDC Director Charlie McPherson and MEDC Housing Director Amanda Engell were present to answer questions from the Commission.

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

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT

YEA: 7, NAY: 0, ABSENT: 3

2.E. Approve Resolution No. PC 2025-01 recommending approval of a Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

Motion to approve Resolution No. PC 2025-01 recommending approval of a Second Substantial Modification to the Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska. This motion, made by Chad Lyons and seconded by Matt Davidson, passed.

Camy Bradley: YEA, Matt Davidson: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: ABSENT, Kurt Vosburg: ABSENT

YEA: 7, NAY: 0, ABSENT: 3

2.F. Review and discuss the proposed Limited Industrial (I-1) and General Industrial (I-2) districts of the proposed City of McCook Zoning Regulations.

Discussion was held regarding the proposed Limited Industrial (I-1) and General Industrial (I-2) districts.

The Public Use (P) and the Planned Development (PD) districts will be reviewed at the December 8, 2025 meeting. The Floodway Overlay District (FW) is regulated through the state and must be in compliance with the National Flood Insurance Program Regulations. The article presented in the proposed ordinance has been updated to meet their requirements.

Adjournment.

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

Lea Ann Doak, City Clerk-Treasurer
and Recording Secretary

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

ITEM: 3.G.

APPROVE THE REQUEST FROM KRIS HANCHERA ON BEHALF OF PEACE LUTHERAN CHURCH TO UTILIZE CITY OWNED PROPERTY AT FELLING FIELD AND TO CLOSE THE ALLEY BETWEEN FELLING FIELD AND PEACE LUTHERAN CHURCH FOR THEIR END OF YEAR SCHOOL OF RELIGION PARTY ON WEDNESDAY APRIL 29, 2026 FROM 2:00 P.M. TO 8:30 P.M.

BACKGROUND:

This request from Peace Lutheran Church is for the use of City owned property at Felling Field, as well as the closing of the alley between Felling Field and Peace Lutheran Church. This request is being made for their end of year School of Religion party. The event will take place on Wednesday April 29, 2026 from 2:00 p.m. - 8:30 p.m.

Peace Lutheran Church will be submitting a copy of their liability insurance to the City of McCook prior to the event.

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

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Pötthoff, Public Works Director

November 4, 2025



Nate Schneider, City Manager

November 4, 2025

Kyle Potthoff

From: Nate Schneider
Sent: Tuesday, November 4, 2025 11:41 AM
To: Hanchera Farms
Cc: Kyle Potthoff
Subject: RE: Reserve area of Church Event

Hi, Kris. I will get the request in front of the city council. It sounds like fun!

From: Hanchera Farms <hancherafarms@hotmail.com>
Sent: Tuesday, November 4, 2025 11:03 AM
To: Nate Schneider <nshneider@cityofmccook.com>
Subject: Reserve area of Church Event

Good morning,

I would like to reserve the grass playground (on Felling field) area behind the Peace Lutheran Church for Wednesday April 29th, 2026. This is the area that we have used previously in the past for church events. This will be our end of year School of Religion Party and I will need the area from approximately 2 pm until 8:30 pm for set up, tear down and clean up. We will be having RockIT event pros set up some bouncy houses and a climbing wall for this even. I have a copy of the liability insurance and will provide at your request. Can we also have the alley way blocked off with cones like previously done? Let me know what else you need from me. Thank you Nate.

Kris Hanchera

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

ITEM: **3.H.**

Receive and file the claims for the month of October 2025 and published November 13, 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.

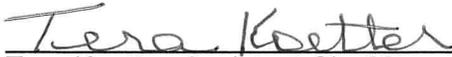
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

November 13, 2025



Tera Koetter, Assistant City Manager

November 13, 2025

Nathan A. Schneider, City Manager

November 13, 2025

CITY OF MCCOOK
CLAIMS FOR OCTOBER 2025

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

20/20 TECHS-SC 6660.04, S 21.50; 7D-LOCKSHOP-S 142.50; ACE-S 1590.77, SC 81.97; ACME PRINTING-S 150.00; AKRS-S1009.76; ALLEY POYNER-SC 6540.00; AMERICAN AG LAB-SC 1805.68; AMERITAS-CLAIMS-SC 4040.66; AMERITAS DENTAL-SC 465.66; ANYTIME TRI-STATE TOWING-SC 235.00; APCO, NE CHAPTER-SC 391.00; ARROW CAR WASH-S 39.60; AT&T-SC 1086.07; AURORA COOP-S 9758.75; AUTO-OWNERS INS-SC 7970.00; AVFUEL CORP-S 44230.86; AXON ENT-SC 12595.99; BAIRD HOLM LLP-SC 127.50; BENCHMARK GOV'T-SC 963.15; BETTER HOMES & GARDENS-S 38.60; BLACK HILLS ENERGY-SC 2069.34, S 154.73; BOMGAARS-S 32.99; BSB CONSTRUCTION-CO 4820.00; BW TELCOM-SC 144.14; C&K-S 795.61; CAMBRIDGE TELEPHONE-SC 234.12; CAROLINA SOFTWARE-S 200.00; CARQUEST-S 1707.42; CARVER CINEMAS-SC 125.00; CASH WA-S 13064.55; CENTRAL PLAINS LIBRARY-SC 9.20; CENTURY LINK-SC 969.71; CITY OF MCCOOK-PS 470659.01; CITY OF MCCOOK-PETTY CASH-SC 94.50; CITY SELF INS-BT 200191.50; SALES TAX-BT 48064.23; TRANSFER STATION-S 3902.68; UTILITIES-SC 14480.99; CIVICPLUS-SC 11179.33; CIVIC PLUS REC-CO 8898.00; CJIS-SC 3780.00; COAST TO COAST SOL-S 438.83; CRAWFORD SUPPLY-S 94.00; CULLIGAN-S 62.50; D&S HARDWARE-SC 108.12, S 217.26; DAS ACCT-SC 1074.04, S 66.00; DEMCO-S 270.56; DEVENY -S 95.40; DIAMOND VOGEL-S 585.94; EAKES-S 990.50, SC 452.14; ELLERBROCK-NORRIS-SC 1250.00; EMBERS BAKERY-SC 60.00; ENVIRONMENTAL ANALYSIS-SC 244.96; FBI-SC 1590.00; FICA-PS 24237.06; FRONTIER COMMUNICATIONS-SC 34.19; GARRISONS-S 253.50; GLASS EXPRESS-S 125.00; GOOGLE SVCS-SC 364.50; GREAT PLAINS COMM-SC 3266.60, S174.90; HANCOCK LUMBER-S 167.28; HARTVILLE HARDWARE-CO 44815.00; HENNING BROS-SC 59.00; HERITAGE SENIOR CENTER-SC 52.50; HINKLE TERMITE & PEST-S 1994.00; HOMETOWN LEASING-SC 7308.90; HONORBOUND IT-S 300.00; HSI EMERGENCY CARE-SC 595.00; G HUNTER-SC 200.00; IDEAL LINEN-S 51.51; ISLAND SPRINKLER-S 154.82; J BAR J LANDFILL-SC 62996.26; KIDS REFERENCE CO.-S 645.83; LANDSCAPE STRUCTURES-CO 535160.12; LONM-SC 3123.00; LIFE-ASSIST-S 1454.38; MACQUEEN EQ CO-4121.10; MALLECK OIL-S 869.20; MARIS CONST-CO 14584.93, S 243.00; MCCOOK CHAMBER-SC 1604.08; MC GAZETTE-SC 790.87, S 32.38; MC HUMANE SOCIETY-S 4781.76; MPPD-SC 740.27; MCNET -SC 109.90; MCKESSON MEDICAL-S 211.97; MEAD-S 329.70; MEDICARE-PS 6619.16; MENARDS-S 215.88; MICROMARKETING-S 3095.59; MIDAMERICA BOOKS-S 316.14; MILLER & ASSOC.- SC 8823.00; B. MINTLING-S 1824.50; MNB-CO 46306.23; MOUSEL, BROOKS, SCHNEIDER,

MUSTION, SCHIFFLET-SC 4965.48; MUNICIPAL SUPPLY-SC 14155.11; MUTUAL OF OMAHA-SC 1009.49; NE DEPT OF REV MOTOR FUELS TAX-SC 2978.00; NE DEPT REV LOTTERY TAX-3741.00; NE DEPT REV SALES TAX-SC 14314.02; NE LAW ENFORCEMENT-SC 315.00; NEBRASKA LAND TIRE-S 984.91; NICK'S DIST-S 858.30; NORFOLK LODGE-SC 660.00; NPPD-SC 34919.80, S 473.56; NSVFA-SC 30.00; O'REILLY AUTO PARTS-S 95.78; Z. OLIVER-S 6390.00; ONE BILLING SOLUTIONS-SC 2888.61; ONE CALL-SC 169.69; PAULSEN-S 252.00; PETROTEK-CO 10316.25; PINPOINT COMM-SC 69.99; POAN-SC 600.00; POLYDYNE-S 810.00; PROTEX CENTRAL-S 325.00; QUADIENT LEASING-SC 600.18; QUILL-S 483.08; RWAC-SC 172.89; RWCO HEALTH DEPT-SC 2495.52; D. RINEHART-SC 75.00; ROCHESTER MIDLAND-S 561.60; RUTT'S HEATING-S 1476.00; M. SIS-SC 1800.00; SOUTHWEST FARM & AUTO-SC 30.74, S 341.68; T STEWART-S 4560.00; STRYKER MEDICAL-SC 8576.00; TRAVELERS-SC 25.00; TREE REBATE-S 75.00; TRI STATE AUTO GLASS-S 2993.56; TYLER TECH-SC 52184.19; UMR-SC 459520.72; UNION BANK AND TRUST-CO 624.00; UNIVERSITY OF NE-SC 105.00; US FOODS-S 853.82; UTILITY REFUNDS-S 220.97; R. VANPELT-SC 69.00; N. VARGAS-SC 241.70; VERIZON-SC 2599.00; VOLZ- S 1775.40; WAGNER FORD-S 176.79; WALMART-SC 118.53, S 658.25; WEX BANK-S 13922.64; E WITT-SC 69.00; WPCI-SC 200.00.

-s-Lea Ann Doak, City Clerk

PUBLISH: NOVEMBER 13, 2025

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

ITEM: 3.1.

RECOMMENDATION - Approve the bid from Deveny Motors for one (1) new current model year full size ½ ton crew cab 4-wheel drive SSV or PPV truck at \$43,353.

BACKGROUND:

The City of McCook made public notice of bid for one (1) new current model year full size ½ ton crew cab SSV or PPV truck for the McCook Police Department. The City of McCook received four bids and are listed below.

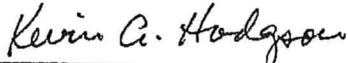
Wagner Chevrolet	\$48,216.00
Wagner Ford w/o Lighting Pkg.	\$46,913.00
Wagner Ford w Lighting Pkg.	\$47,945.00
Deveny Motors	\$43,353.00

Being the lowest responsive bidder, it is recommended that Deveny Motors be awarded the purchase contract for said vehicle for the City of McCook Police Department.

**FISCAL
IMPACT:**

The purchase of a new vehicle for the McCook Police Department was approved in the 2025-2026 budget.

APPROVALS:



Kevin Hodgson, Police Chief

November 10, 2025



Nathan A. Schneider, City Manager

November 10, 2025

ONE (1) NEW FULL SIZE 1/2 TON CREW CAB
4-WHEEL DRIVE SSV OR PPV TRUCK

NOVEMBER 4, 2025
2:00 P.M.

in same package

<p>BIDDER: Wagner Chevrolet</p> <p>ONE (1) NEW FULL SIZE 1/2 T CREW CAB 4-WHEEL DRIVE SSV OR PPV TRUCK</p> <p>TOTAL BID PRICE \$ <u>48216.00</u></p> <p>HOURLY RATE FOR LABOR COSTS \$ <u>120/hr</u> over standard warranty</p> <p>Delivery Date: <u>2 to 3 months</u></p>	<p>BIDDER: Wagner Ford</p> <p>ONE (1) NEW FULL SIZE 1/2 T CREW CAB 4-WHEEL DRIVE SSV OR PPV TRUCK</p> <p>TOTAL BID PRICE \$ <u>46913</u> w/lo lights package</p> <p>HOURLY RATE FOR LABOR COSTS \$ <u>120/hr</u> over standard warranty</p> <p>Delivery Date: <u>2 to 3 mo</u></p>	<p>BIDDER: Wagner Ford</p> <p>ONE (1) NEW FULL SIZE 1/2 T CREW CAB 4-WHEEL DRIVE SSV OR PPV TRUCK</p> <p>TOTAL BID PRICE \$ <u>47945</u> w/ lights package</p> <p>HOURLY RATE FOR LABOR COSTS \$ <u>120</u> over standard warranty</p> <p>Delivery Date: <u>2 to 3 mo</u></p>
<p>BIDDER: Dumery</p> <p>ONE (1) NEW FULL SIZE 1/2 T CREW CAB 4-WHEEL DRIVE SSV OR PPV TRUCK</p> <p>TOTAL BID PRICE \$ <u>43355⁰⁰</u></p> <p>HOURLY RATE FOR LABOR COSTS \$ <u>130/hr</u> over standard warranty</p> <p>Delivery Date: <u>90 - 100 days</u></p>	<p>BIDDER:</p> <p>ONE (1) NEW FULL SIZE 1/2 T CREW CAB 4-WHEEL DRIVE SSV OR PPV TRUCK</p> <p>TOTAL BID PRICE \$ _____</p> <p>HOURLY RATE FOR LABOR COSTS \$ _____</p> <p>Delivery Date: _____</p>	<p>BIDDER:</p> <p>ONE (1) NEW FULL SIZE 1/2 T CREW CAB 4-WHEEL DRIVE SSV OR PPV TRUCK</p> <p>TOTAL BID PRICE \$ _____</p> <p>HOURLY RATE FOR LABOR COSTS \$ _____</p> <p>Delivery Date: _____</p>

Kevin A. Hodgson
Kevin Hodgson, Police Chief

Matthew Durkin
Witness

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

4.A.
ITEM NO. ___ Authorize city staff to submit a Nuisance Abatement Program Application to West Central Nebraska Development District, Inc.

BACKGROUND:

Historically, the City of McCook has operated its own nuisance abatement program. Over the past few years, city staff has been inundated with more and more nuisance complaints. In 2024 and 2025, the City of McCook contracted with West Central Nebraska Development District to assist McCook with addressing nuisance properties in a designated part of town. In order to participate in WCNDD's nuisance abatement program again in 2026, an application must be submitted detailing McCook's ability to participate.

A copy of the application is attached to this report.

APPROVALS:



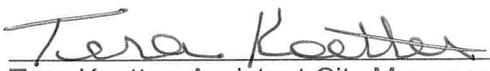
Nathan A. Schneider, City Manager

November 12, 2025



Lea Ann Doak, City Clerk

November 12, 2025



Tera Koetter, Assistant City Manager

November 12, 2025

Community Name: _____

Community Contact for Nuisance (Name & E-Mail): _____

1. During a board/council meeting, what was the **ROLL CALL** vote of the elected officials to pursue submitting an application for the nuisance program offered by WCNDD (please list the responses by board/council member) ? _____

2. Are all council members in favor of the community adopting the nuisance program offered by WCNDD if selected for this Nuisance Season?

Yes / No

If no, please elaborate: _____

3. Has your community previously used WCNDD as the Nuisance Officer?

Yes / No

4. Is there a nuisance ordinance in place?

Yes / No

5. Are there community groups that may be interested in assisting property owners in need?

Yes / No

If yes, please elaborate: _____

6. Does the community provide public dumpsters/ dumpster days, etc?

Yes / No

If yes, please elaborate: _____



7. Does the community have a fee schedule in place addressing nuisance abatement services such as vehicle storage, staff time, municipal equipment use rates, etc?

Yes / No

8. Where will the community store vehicles that are towed/impounded as a result of abatement actions? _____

9. Is the community financially prepared to incur abatement costs at the end of this year's program?

Yes / No

10. Is local law enforcement willing to provide security to staff and abatement crews during the abatements?

Yes / No

Local Law Enforcement Signature: _____

Local Law Enforcement Printed Name: _____

Local Law Enforcement Title: _____

11. If no, is the community prepared to hire security and ensure safety is maintained during the abatements?

Yes / No

12. For abatements, will the community use city/village staff to perform abatements, or abatement contractors?

Staff / Contractors



13. Does the community have an attorney that actively participates in meetings?

Yes / No

Attorney Signature: _____

Attorney Printed Name: _____

Application must be submitted by November 30, 2025, to be considered. Communities selected for the program will be notified by December 31, 2025.

Please attach the following:

- Copy of Official Meeting Minutes outlining vote to move forward with the application
- Copy of Nuisance Ordinance (**REQUIRED FOR ALL APPLYING COMMUNITIES**)
- Copy of any fee schedules in place pertaining to nuisance
- Proof of financial availability of abatement costs (approved budget worksheet, bank account, meeting minutes, etc.)
- List of local contractors that may be interested in handling abatement services

Applications can be submitted via email to edunn@west-central-nebraska.com, or by USPS mail to:

WCNDD
C/O Edward Dunn – Executive Director
PO BOX 599
Ogallala, NE 69153

City/Village Clerk Name

City/Village Clerk Signature

(SEAL)

City/Village Mayor/Board President/Board Chair Name

City/Village Mayor/Board President/Board Chair Signature



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

ITEM: 4.B.

RECOMMENDATION -- Approve the bid from Motorola Solutions for Ten (10) M500 In-Car Camera Recording Devices and Sixteen (16) V700 Body-Worn Recording Devices for the purchase price of \$115,315.

BACKGROUND:

This City of McCook made public notice asking for bids on a new Ten (10) In-Car Camera Recording System and Sixteen (16) Body-Worn Recording Devices. Two bids were returned, one by AXON and the other by Motorola Solutions.

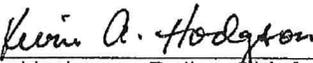
AXON	\$136,101.35
MOTOROLA	\$115,315.00

Both proposals were similar to each other. The proposals were evaluated and based on prior performance along with the proposed costs, it is recommended that the council approve the bid provided by Motorola Solutions.

**FISCAL
IMPACT:**

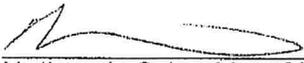
The purchase of the cameras and body-worn cameras were approved in the FY 2025-2026 budget.

APPROVALS:



Kevin Hodgson, Police Chief

November 12, 2025



Nathan A. Schneider, City Manager

November 12, 2025

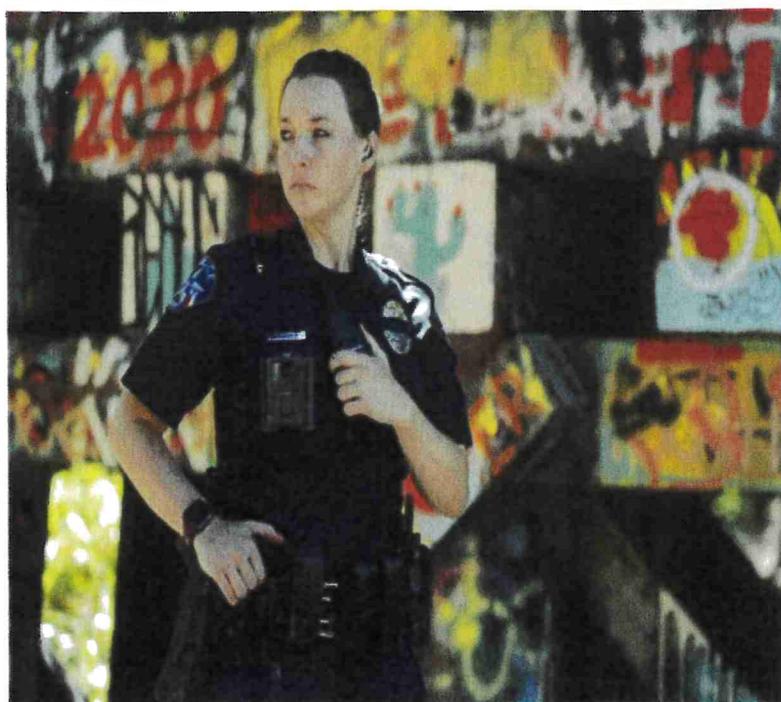


MOTOROLA SOLUTIONS

RECEIVED
11-12-25

Kevin contacted for updated pricing quote

QUOTE-3349915



MCCOOK POLICE DEPT, CITY OF

RFP Quote

10/20/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

Billing Address:
 MCCOOK POLICE DEPT, CITY OF
 505 W C ST
 MCCOOK, NE 69001
 US

Quote Date:10/20/2025
 Expiration Date:12/19/2025
 Quote Created By:
 Hank Szniewajs
 Hank.Szniewajs@
 motorolasolutions.com

End Customer:
 MCCOOK POLICE DEPT, CITY OF

Contract: 36874 - SOURCEWELL MOBILE
 VIDEO-101223-MOT
 AGREEMENT: WG AGREEMENT

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	10	5 YEAR	\$13,500.00	\$8,000.00	\$80,000.00	
2	SWV07S03593A	BODY WORN CAMERA SOFTWARE ENHANCEMENTS	10	5 YEAR	Included	Included	Included	
3	WGB-0176AAS	V300 WIFI BASE FOR M5 VAAS	10		Included	Included	Included	
4	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	10		Included	Included	Included	
5	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	10	5 YEAR	Included	Included	Included	
6	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	10		Included	Included	Included	3 YEAR
7	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	10		Included	Included	Included	



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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
8	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	10	5 YEAR	\$300.00	\$0.00	\$0.00	
9	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	10		\$137.50	\$110.00	\$1,100.00	
10	WGW00502	M500 EXTENDED WARRANTY	10	5 YEAR	Included	Included	Included	
11	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	10	5 YEAR	Included	Included	Included	
12	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE, 5GHZANT	10		Included	Included	Included	
13	WGP02919-KIT	INSTALL KIT, M500 DVR, CONSOLE MOUNT	10		Included	Included	Included	
14	WGP01394-001	4RE/M500 RADIO ANTENNA CABLE, 17FT	10		Included	Included	Included	
15	WGP01459-018-KIT	BRKT KIT 4RE REDICED VISOR HOLE GENFIT	10		Included	Included	Included	
16	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Included	Included	Included	
17	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	1	5 YEARS	\$1,800.00	\$1,800.00	\$1,800.00	
18	PSV00S05486A	MOBILE VIDEO ONSITE CLOUD DEPLOYMENT	1		\$13,498.00	\$19,315.00	\$19,315.00	
19	PSV00S05491A	MOBILE VIDEO ONSITE TRAINING	1		\$0.00	\$0.00	\$0.00	
20	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700	10	5 YEAR	Included	Included	Included	
21	WGP01566-350	ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ	2		\$250.00	\$200.00	\$400.00	
22	WGP01567	BRKT KIT POINT UNIVERSAL J-MOUNT	2		\$25.00	\$20.00	\$40.00	



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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
23	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	6	5 YEAR	\$4,140.00	\$2,000.00	\$12,000.00	
24	SWV07S03593A	BODY WORN CAMERA SOFTWARE ENHANCEMENTS	6	5 YEAR	Included	Included	Included	
25	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	6	5 YEAR	Included	Included	Included	
26	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	6		Included	Included	Included	3 YEAR
27	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	6		Included	Included	Included	
28	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	6		\$137.50	\$110.00	\$660.00	
29	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Included	Included	Included	
30	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	1	5 YEARS	\$1,800.00	\$0.00	\$0.00	
31	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700	6	5 YEAR	Included	Included	Included	

Grand Total
\$115,315.00(USD)


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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable)	\$23,063.00
Year 2 Subscription Fee	\$23,063.00
Year 3 Subscription Fee	\$23,063.00
Year 4 Subscription Fee	\$23,063.00
Year 5 Subscription Fee	\$23,063.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)	\$115,315.00

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



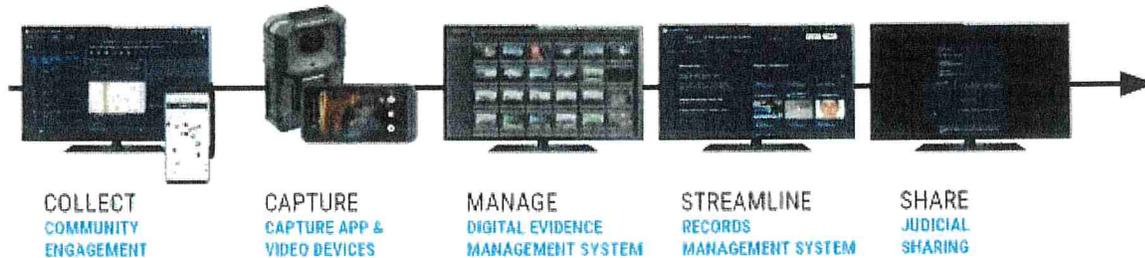


VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.





VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.



VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.



Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

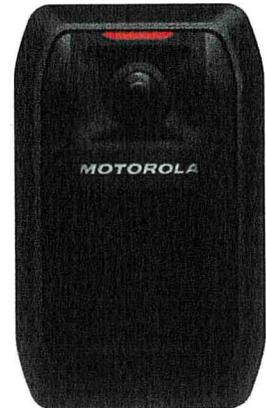
Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.



1 V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to



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record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. V700 AND APX RADIO INTEGRATION

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.



1.5. **DOCKING STATIONS**

The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. **MOUNTING SOLUTIONS**

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798

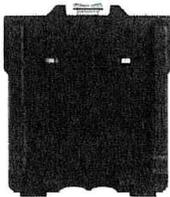
WGA00669

WGA00668

WGP02697

WGP03088

WGP03085



Magnetic Center Shirt Mount



Tek-Lok Belt Mount



Molle Locking Mount



Shirt Clip



Heavy Jacket Clip



Heavy Jacket Magnetic Mount



M500 IN-CAR VIDEO SYSTEM

SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle

The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.

- Works reliably, even in challenging situations

The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.

- Protects video data, whether in transit or at rest

The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.

- Provides users a reliable, easy-to-learn system

Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.

- Increases efficiency

The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.



- Promotes trust

By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.

- Integrates seamlessly with other Motorola technologies

The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.

When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

1.1. DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

1.2. ESSENTIAL SERVICE

1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution



1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.



At the discretion of Motorola Solutions, if the device is considered "un-repairable", for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions' Sales representative if you have a question about the eligibility of your device.

1.3. MOTOROLA SOLUTIONS RESPONSIBILITIES

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency's VideoManager EL Cloud instance. If using the VideoManger EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at <https://learning.motorolasolutions.com>

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer's selection of a Carrier during the initial ordering process,



Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

1.4. CUSTOMER RESPONSIBILITIES

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.



WiFi Connectivity. The Customer is responsible for providing all WiFi connectivity to the device.

Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

1.5. ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.



Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

1.6. MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

1.7. ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

1.8. ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.



- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.

