

**AGENDA  
MCCOOK CITY COUNCIL  
REGULAR MEETING  
Monday - December 21, 2015  
6:30 P.M. - City Council Chambers**

▪ **Call to Order and Roll Call.**

▪ **Open Meetings Act Announcement.**

*\*A copy of the Open Meetings Act is posted by the entrance to the Council Chambers and is available for public review.*

▪ **Invocation.**

The McCook Ministerial Association - Brad Brauer, Our Savior Lutheran Church and St. Alban's Episcopal Church.

▪ **Pledge of Allegiance.**

**1. Citizen's Comments.**

*\*The Council welcomes your input. You may address the Council at this time on items that are not on tonight's agenda. According to Nebraska Open Meeting Laws no action may be taken by Council.*

*At the appropriate time during the meeting, citizens wishing to comment on tonight's Agenda items will be given an opportunity.*

**2. Announcements & Recognitions.**

**3. Public Hearings:**

A. Public Hearing - request for a special exception to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook; a part of Willow Grove Precinct 7-3-29 Part of the NW1/4 of the NW1/4, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719; Project Developer - Rick & Lisa Wilcox, Wilcox Well Drilling; Land owner - Joe & Julie Gillespie, Gillespie Veterinary Service, with the City Attorney to act as Hearing Officer.

**122115 wilcox**

B. Approve the request for a special exception to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook; a part of Willow Grove Precinct 7-3-29 Part of the NW1/4 of the NW1/4, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719; Project Developer - Rick & Lisa Wilcox, Wilcox Well Drilling; Land owner - Joe & Julie Gillespie, Gillespie Veterinary Service; that the granting of the special exception will not adversely affect the public interest; and that satisfactory provisions and arrangements have been made by the applicant concerning Special Exception Considerations a - i.

C. Public Hearing - Consider Clary Subdivision Replat No.3, Lots 1 - 10, Block 1, Lots 1 - 7, Block 2, and West 9<sup>th</sup> Street, a Replat of Part of Lot 2, Block 1, Clary Subdivision, and Lot 2B, a Replat of Part of Lot 1, Block 1, Clary Subdivision; Excepting the East 60 Feet of Lot 2B, which has been dedicated as West 8 ½ Street to the City of McCook with the Recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as Hearing Officer.

**122115 clary**

D. Adopt Resolution No. 2015-24 providing for the creation of Clary Subdivision Replat No.3, Lots 1 - 10, Block 1, Lots 1 - 7, Block 2, and West 9<sup>th</sup> Street, all in the City of McCook, Red Willow County, Nebraska.

E. Approve the Final Subdivision Agreement for Clary Subdivision Replat No. 3 between the City of McCook, the McCook Economic Development Corporation and Quillan Courts, L.L.C.

F. Public Hearing - Consider the Preliminary Planned Development District to be known as Quillan Courts Planned Development District, said District to be located between West 10<sup>th</sup> Street and West 8 ½ Street and West R Street and West Q Street (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska), with the City Attorney to act as Hearing Officer.

**122115 pud**

G. Introduce and approve Ordinance No. 2015-2926 approving the Final Planned Development District to be known as Quillan Courts Planned Development District (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska).

**4. Consent Agenda.**

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

A. Approve the minutes of the December 7, 2015 regular City Council meeting.

**122115 minutes**

B. Award the bid for one (1) new 4-wheel drive rubber-tired loader, to be used at the Transfer Station, to

Nebraska Machinery in the amount of \$132,225.00, it being the lowest responsible bid.

122115 loader

- C. Approve the recommendation of the Fuel Contract Advisory Committee to continue the Fuel Purchase Agreement, for Calendar Year 2016, with Frenchman Valley Cooperative, Inc. to purchase fuel for government vehicles.

122115 fuel

- D. Approve the application for a Special Designated Liquor License submitted by Schmick's Market, Inc., Liquor License #IDK-084561, for a Rotary Dance/Reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on February 13, 2016 from 4:00 P.M. to 11:59 P.M.

122115 schmicks 4d

- E. Approve the application for a Special Designated Liquor License submitted by Schmick's Market, Inc., Liquor License #IDK-084561, for a reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on June 18, 2016 from 4:00 P.M. to 11:59 P.M.

122115 sdl schmicks 4e

- F. Approve the application for a Special Designated Liquor License submitted by the McCook Area Chamber of Commerce for their Annual Banquet to be held at the Kiplinger Arena, 1412 West 5<sup>th</sup> Street, on January 30, 2016 from 12:00 A.M. to 11:59 P.M.

122115 sdl chamber

- G. Approve the renewal of Maintenance Agreement No. 17 between the Nebraska Department of Roads and the Municipality of McCook and authorize the Mayor to sign.

122115 main agree

- H. Authorize the Mayor to sign the Certificate of Compliance for the 2015 Maintenance Agreement between the City of McCook and the Nebraska Department of Roads.

122115 main cert

- I. Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2016 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.

122115 renewal

- J. Receive and file the minutes of the December 14, 2015 Planning Commission meeting.

122115 boards

- K. Adopt Resolution No. 2015-23 approving an amendment to the City of McCook Employee Retirement Plan.

122115 emp retire

- L. Receive and file the claims for the month of November 2015 as published on December 18, 2015.

122115 claims

**5. Regular Agenda.**

- A. Accept BSB Construction, Inc. bid of \$373,877.25 as the lowest responsible bidder for the City of McCook Community Development Block Grant Downtown Improvement Project and authorize the Mayor to execute the necessary paperwork to award the contract subject to approval by the Nebraska Department of Economic Development.

122115 dtl

- B. Approve Ordinance No. 2015-2925 providing for the modification of Article 12, Central Business District, of the McCook Zoning Ordinance, adding funeral homes, funeral chapels, and funeral services as permitted principal structures in the Central Business District (CB) upon its third and final reading.

122115 funeral homes

- C. Approve the Memorandum of Understanding between McCook Clinic, Community Hospital of McCook, and the city of McCook Fire Department to allow the City of McCook Fire Department to participate in a Community Paramedic Program and authorize the Mayor to sign.

122115 mou para

- D. Receive and file information regarding the activities and successes of the City of McCook Problem Resolution Team.

122115 prt

- E. Council Comments.

▪ **Adjournment.**

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 MCCOOK CITY COUNCIL MEETING**

**ITEM: 3A** Public Hearing - Request for a special exception by Wilcox Well Drilling to allow a commercial business in the Agricultural District (AG).

**ITEM: 3B** Approve the application for a special exception by Wilcox Well Drilling to allow for a commercial business at Willow Grove Precinct 7-3-29 Pt NW/4NW, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719, to allow a commercial well service business in the Agricultural (AG) District, based upon special exception requirements A - I.

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**BACKGROUND:**

An application for a special exception has been submitted by Wilcox Well Drilling to allow for a commercial business in the AG District. Upon review of the application, it was not specifically stated what the exact business would be. Staff contacted the applicant's real estate agent, Golden Plains Realty, and were informed that the business was a commercial well service business. Essentially, the applicant would be moving their operation from their current location, which is located in the AG District, to the request location.

On review of the Article 7 special exceptions provision, it is stated that the City Council may specially permit commercial uses for a number of purposes. While a well service business is not specifically mentioned, the ordinance does contain a clause which allows for additional commercial businesses to be considered.

At the December 14, 2015 Planning Commission, the Commission voted to recommend approval of the special exception. During the Planning Commission meeting, questions were asked about the special exception considerations. Planning Commission members wanted to know what the applicants' plans were for buffering and ingress/egress. The applicants were not present at the meeting to answer the questions due to a family event. It is believed the applicants will be present at the Council meeting to answer special exception questions specific to the application.

**FISCAL  
IMPACT:** None.

**RECOMMENDATIONS:**

**ITEM: 3A** Public Hearing - Request for a special exception by Wilcox Well Drilling to allow a commercial business in the Agricultural District (AG).

**ITEM: 3B** Approve the application for a special exception by Wilcox Well Drilling to allow for a commercial business at Willow Grove Precinct 7-3-29 Pt NW/4NW, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719, to allow a commercial well service business in the Agricultural (AG) District, based upon special exception requirements A - I.

**APPROVALS:**

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

December 16, 2015

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

December 16, 2015

**NOTICE OF HEARING  
REQUEST FOR  
SPECIAL EXCEPTION**

NOTICE IS HEREBY GIVEN that a public hearing will be held on a request for a special exception to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook.

**LEGAL**

**DESCRIPTION:** Willow Grove Precinct 7-3-29 Pt NW/4NW, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719.

**PROJECT SPONSOR/  
DEVELOPER:**

Rick and Lisa Wilcox, Wilcox Well Drilling

**LAND OWNER:**

Joe and Julie Gillespie, Gillespie Veterinary Service

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

DECEMBER 14, 2015 - 5:15 P.M.  
MCCOOK PLANNING COMMISSION  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

DECEMBER 21, 2015 - 6:30 P.M.  
MCCOOK CITY COUNCIL  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

ANY AND ALL PERSONS desiring to comment on the above-described request will be given an opportunity to be heard. Please direct all inquiries to Barry Mooney, City of McCook Building Official at 308-345-2022 ext. 232.

-s- Lea Ann Doak  
City Clerk

Publish: December 5, 2015.  
Post: December 5, 2015.  
Mail: December 5, 2015.

**OWNERSHIP LIST FOR MAILING:**

PEARSONS PHEASANT RUN, LP  
% HAROLD PEARSON  
71817 RD 383  
MCCOOK, NE 69001

WILKO L.L.C.  
C/O HENRY & ANITA KOCH  
71869 U S HWY 83  
MCCOOK, NE 69001

TIMOTHY J. & BRENDA M. WALTER  
38411 RD 719  
MCCOOK NE 69001

HARRY I. & ROBIN L. MARKS  
718 N 5TH  
INDIANOLA NE 69034-0071

GILLESPIE VETERINARY SERVICE, PC  
38404 RD 719  
MCCOOK, NE 69001

RED WILLOW COUNTY PLANNING  
COMMISSION  
C/O TAMI TEEL  
502 NORRIS AVENUE  
MCCOOK, NE 69001

KORF INVESTMENTS, LP  
% KRISTI CLAPP  
#8 MASHIE DRIVE  
MCCOOK, NE 69001

DIRK G. MILLER  
38403 RD 719  
MCCOOK NE 69001

DWIGHT E. GALLATIN  
38425 RD 719  
MCCOOK NE 69001-9112

RODNEY L. CAPPEL  
38564 RD 719  
MCCOOK NE 69001

RICK & LISA WILCOX  
WILCOX WELL DRILLING  
4 PARKVIEW DRIVE  
MCCOOK, NE 69001

TOM BREDVICK, PRESIDENT  
MCCOOK SCHOOL BOARD  
302 ELIZABETH LANE  
MCCOOK, NE 69001

**CITY OF McCOOK**

**LAND USE ACTION REQUEST FORM**

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

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

Name of Project: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project sponsor or developer:

Name: Rick and Lisa Wilcox, Wilcox Well Drilling

Address: 4 Parkview Drive McCook

Phone number: 345-1963

Fax number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Land owner or owners:

Name: Joe and Julie Gillespie, Gillespie Veterinary Service

Address: 38404 Rd 719 McCook

Phone number: 350-0032

Fax number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Authorization of the land use action by land owner:

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

Richard Wilcox

Printed Name:

Lisa Wilcox

Printed Name:

Richard Wilcox

Signature:

LW

Signature:

11.23.15

Date:

Address and physical location of the Proposed Land Use Action: \_\_\_\_\_

38404 Road 719 McCook NE 69001

Property Description (Of the parent parcel for subdivisions): \_\_\_\_\_

Willow Grove Precinct 7-3-29 Pt NW/4NW 8.53 +/- Acres  
RWCN

**Required Information:**

See Attached sheets for required information for:

- Subdivisions
- Zone Changes and special exceptions
- Planned developments

**FEE PAID:**      \$ 75.00 (See attached schedule of fees)

**Fee, complete application, and required attachments accepted by:**

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## REQUIRED ATTACHMENTS:

### For Zone Changes and Special Exceptions:

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

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

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✓ Include a description of any special exception requested including the section of the zoning ordinance under which it is requested: (Example: Special exception to construct multi-family dwellings in (RM) Residential Medium Density area comprised of single family dwellings.)  
allowing a commercial business to operate in an agriculture district. This is an agriculture related business.

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

- (A) ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
- (B) off-street parking and loading areas where required, with particular attention to the items in (A) above, the economic, noise, glare or odor effects of the special exception or change of zone on adjoining properties and the properties generally in the district or the area;
- (C) the location of refuse and service areas, with particular reference to the items in (A) and (B) above;
- (D) utilities, with reference to locations, availability, and compatibility;
- (E) screening and buffering with reference to type, dimensions, and character;
- (F) signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

(G) required yards and other open space;

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

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

**FINDINGS AND DETERMINATIONS OF MCCOOK CITY COUNCIL**

CASE NO. \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

SPECIAL EXCEPTION CONSIDERATIONS:

YES                      NO

1. The proposed special exception use would satisfactorily provide for:

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

\_\_\_\_\_

b) off street parking and loading areas where required, with particular attention to the items in a) above, and the economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district;

\_\_\_\_\_

c) refuse and service areas, with particular attention to the items in a) and b) above;

\_\_\_\_\_

d) utilities, with reference to locations, availability and compatibility;

\_\_\_\_\_

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

\_\_\_\_\_

f) signs, if any, and proposed exterior lighting with reference to glare, traffic safety and economic effect and comparability and harmony with properties in the district;

\_\_\_\_\_

g) required yard and other open space;

\_\_\_\_\_

h) general compatibility with adjacent properties and other property in the district.

\_\_\_\_\_

i) Compatibility with existing and future land use plan in the McCook Comprehensive Plan.

\_\_\_\_\_

2. The specific rules governing special exceptions have been complied with.

CITY COUNCIL FINDINGS AND DECISION:

The McCook City Council hereby determines that the special exception will \_\_\_\_\_, will not \_\_\_\_\_ adversely affect the public interest. The special exception herein requested is \_\_\_\_\_, is not \_\_\_\_\_ hereby granted subject to the stipulations noted below, if any.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

**MCCOOK PLANNING COMMISSION  
REGULAR MEETING**

**MINUTES**

**Monday - December 14, 2015  
5:15 P.M. - City Council Chambers**

Present: Vice Chair Dueland; Commissioners Garey-Vickers, Harpst, Hilker, Lyons, Shipshock, Wolford; City Manager Schneider; City Attorney Mustion; City Clerk Doak.

Absent: Chair Vosburg; Commissioners Siegfried, Stevens.

Vice-Chair requested that Commissioner Garey-Vickers conduct the meeting in the absence of Chair Vosburg.

Commissioner Garey-Vickers 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 NOVEMBER 9, 2015 REGULAR MEETING.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Dueland, the Commission voted to approve the minutes of the November 9, 2015 meeting. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Harpst, Hilker, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

(2) PUBLIC HEARINGS:

ITEM A PUBLIC HEARING - REQUEST FOR A SPECIAL EXCEPTION TO ALLOW A COMMERCIAL WELL BUSINESS IN AN AGRICULTURAL (AG) DISTRICT LOCATED WITHIN THE TWO MILE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF MCCOOK; A PART OF WILLOW GROVE PRECINCT 7-3-29 PT NW/4NW, RED WILLOW COUNTY, NEBRASKA; A TRACT OF LAND CONTAINING 8.53 ACRES MORE OR LESS LOCATED AT 38404 ROAD 719; PROJECT SPONSOR/DEVELOPER - RICK & LISA WILCOX, WILCOX WELL DRILLING; LAND OWNER - JOE & JULIE GILLESPIE, GILLESPIE VETERINARY SERVICE.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Dueland, the Commission voted to recess as the Planning Commission and convene as a Hearing Board for the purpose of receiving public comment on the request for a special exception to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook; a part of Willow Grove Precinct 7-3-29 Pt NW/4NW, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719; Project Sponsor/Developer - Rick & Lisa Wilcox, Wilcox Well Drilling; Land owner - Joe & Julie Gillespie, Gillespie Veterinary Service. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

The Commission received into evidence Exhibit #1 - City Manager's Report prepared for the December 14, 2015 Planning Commission meeting (1 page); Exhibit #2 - Notice of Hearing (1 page); Exhibit #3 - ownership mailing list receiving advanced Notice of Hearing (1 page); and Exhibit - #4 - Land Use Application (6 pages).

**EXHIBIT #5 - 6 PAGES**

City Manager Schneider reviewed the information presented in the City Manager's Report; An application for a special exception has been submitted by Wilcox Well Drilling to allow for a commercial business in the AG District. Upon review of the application, it was not specifically stated what the exact business would be. Staff contacted the applicant's real estate agent, Golden Plains Realty, and were informed that the business was a commercial well service business. Essentially, the applicant would be moving their operation from their current location, which is located in the AG District, to the requested location. On review of the Article 7 special exceptions provision, it is stated that the City Council may specially permit commercial uses for a number of purposes. While a well service business is not specifically mentioned, the ordinance does contain a clause which allows for additional commercial businesses to be considered. It is Staff's belief that this request falls within the intent of the ordinance.

Concerns expressed by the Commission included the possible need for fencing, some type of screening or buffering, possibly not the entire area, but maybe areas used for storage - did not want to cause any issues for the residential currently in the area; any needed signage and where will it be located; is this a retail business; have ingress and egress issues been addressed; and the need for the applicant to address special exception considerations a - i before the Council considers the request.

No one else was present to comment.

Upon a motion by Commissioner Wolford, by Commissioner Dueland, Commission voted to close the public hearing and reconvene as a Planning Commission. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM B RECOMMEND TO THE CITY COUNCIL APPROVAL OF THE REQUEST FOR A SPECIAL EXCEPTION TO ALLOW A COMMERCIAL WELL BUSINESS IN AN AGRICULTURAL (AG) DISTRICT LOCATED WITHIN THE TWO MILE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF MCCOOK; A PART OF WILLOW GROVE PRECINCT 7-3-29 PT NW/4NW, RED WILLOW COUNTY, NEBRASKA; A TRACT OF LAND CONTAINING 8.53 ACRES MORE OR LESS LOCATED AT 38404 ROAD 719; PROJECT SPONSOR/DEVELOPER - RICK & LISA WILCOX, WILCOX WELL DRILLING; LAND OWNER - JOE & JULIE GILLESPIE, GILLESPIE VETERINARY SERVICE; THAT THE GRANTING OF THE SPECIAL EXCEPTION WILL NOT ADVERSELY AFFECT THE PUBLIC INTEREST; AND THAT SATISFACTORY PROVISIONS AND ARRANGEMENTS HAVE BEEN MADE BY THE APPLICANT CONCERNING SPECIAL EXCEPTION CONSIDERATIONS A - I.

Commission discussion included the concerns expressed during the public hearing and the need for the applicant to address special exception considerations a - i before consideration by the Council.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Dueland, the Commission voted to recommend to the City Council approval of the request for a special exception to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook; a part of Willow Grove Precinct 7-3-29 Pt NW/4NW, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719; Project Sponsor/Developer - Rick & Lisa Wilcox, Wilcox Well Drilling; Land owner - Joe & Julie Gillespie, Gillespie Veterinary Service; that the granting of the special exception will not adversely affect the public interest; and that satisfactory provisions and arrangements have been made by the applicant concerning Special Exception Considerations a - i. The motion passed upon the following roll call vote: YEA:

Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM C PUBLIC HEARING - CONSIDER THE FINAL CLARY SUBDIVISION REPLAT NO.3, LOTS 1 - 10, BLOCK 1, LOTS 1 - 7, BLOCK 2, AND WEST 9<sup>TH</sup> STREET, A REPLAT OF PART OF LOT 2, BLOCK 1, CLARY SUBDIVISION, AND LOT 2B, A REPLAT OF PART OF LOT 1, BLOCK 1, CLARY SUBDIVISION; EXCEPTING THE EAST 60 FEET OF LOT 2B, WHICH HAS BEEN DEDICATED AS WEST 8 ½ STREET TO THE CITY OF MCCOOK WITH THE RECORDING OF CLARY SUBDIVISION REPLAT NO. 2, ALL IN THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Shipshock, the Commission voted to recess as the Planning Commission and convene as a Hearing Board for the purpose of receiving public comment on the proposed Final Clary Subdivision Replat No.3, Lots 1 - 10, Block 1, Lots 1 - 7, Block 2, and West 9<sup>th</sup> Street, a Replat of Part of Lot 2, Block 1, Clary Subdivision, and Lot 2B, a Replat of Part of Lot 1, Block 1, Clary Subdivision; Excepting the East 60 Feet of Lot 2B, Which has been dedicated as West 8 ½ Street to the City of McCook with the Recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

The Commission received into evidence Exhibit #1 - City Manager's Report prepared for the December 14, 2015 Planning Commission meeting (2 pages); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - ownership mailing list receiving advanced Notice of Hearing (3 pages); Exhibit #4 - map of Clary Subdivision Replat No. 3 (1 page); Exhibit #5 - map of Clary Subdivision Replat No. 3 Utilities (1 page); Exhibit #6 - Subdivision Agreement and Maps (3 pages); and Exhibit #7 - Planned Unit Development Agreement for Quillan Courts (2 pages).

City Manager Schneider reviewed the information presented in the City Manager's Report; At the Planning Commission meeting in October, the Quillan Courts Redevelopment Plan was presented and approval was recommended and made to and by the City Council. At the November Planning Commission meeting a Preliminary Subdivision Replat and Preliminary Subdivision Agreement was presented and approved for recommendation. The City Council approved both items. As part of this project, it is necessary to properly subdivide the property in order to build and locate the single family and duplex structures. An application has been presented asking for the City to consider Replat No. 3, attached to your packets. This particular issue is different from a major subdivision because the Clary Village is in existence and a replat is necessary in order to meet City zoning and subdivision requirements. Along with the approval of the Replat No. 3, it is necessary to enter into a subdivision agreement in order to set the duties and responsibilities of the parties to this project. A final subdivision agreement is included with this item to the Plan for the Planning Commission's consideration. There are several items included in the agreement. First, the parties are in agreement that West 9<sup>th</sup> Street will be accepted by the City as a conforming street. Second, the parties will incorporate the Planned Unit Development Agreement into the Subdivision Agreement. Third, all existing sidewalks will be allowed to remain as is. New sidewalks on the east side of both blocks will be required to follow City of McCook Subdivision requirements. The north side of Block 1 shall have paved sidewalk, but due to drainage concerns, it will be located directly behind the street curb. There will not be sidewalk on the west side of Block 1 as detention ponds will not allow for sidewalk development. The lack of sidewalk should not interfere with the residents of Quillan Courts as there are no structures located on the west side of Block 1. Staff feels it is important that there is a through sidewalk on the east side of Block 2 to provide one continuous sidewalk from West R Street to West Q Street. ADA approved crosswalks will be part of the

project. Fourth, as mentioned, detention ponds are required as part of this project. The ponds will be located on the west side of Block 1. These detention ponds were considered when the Clary Village project was being proposed. The ponds should slow drainage coming from the new construction. The drainage will still be directed to the end of developed West 10<sup>th</sup> Street, but there should be no increase in the amount of runoff at this location. Fifth, water and sewer will be part of the project, with it being noted that the water line will run along the east side of Block 2 and the sewer line will run along the west side of Block 1. One fire hydrant will have to be located at the corner of West Q Street and West 9<sup>th</sup> Street. Sixth, the Developer will be responsible for providing street light as outlined in our regulations.

City Manager Schneider noted water line indicated in Exhibit #5 will be revised to show its extension to "Q" Street, he also reviewed the presented Subdivision Agreement and the Planned Unit Development Agreement for Quillan Courts.

No one else was present to comment.

Upon a motion by Commissioner Harpst, seconded by Commissioner Dueland, the Commission voted to close the public hearing and reconvene as a Planning Commission. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM D RECOMMEND APPROVAL TO THE MCCOOK CITY COUNCIL OF THE CREATION OF CLARY SUBDIVISION REPLAT NO. 3, LOTS 1 - 10, BLOCK 1, LOTS 1 - 7, BLOCK 2, AND WEST 9<sup>TH</sup> STREET, A REPLAT OF PART OF LOT 2, BLOCK 1, CLARY SUBDIVISION, AND LOT 2B, A REPLAT OF PART OF LOT 1, BLOCK 1, CLARY SUBDIVISION; EXCEPTING THE EAST 60 FEET OF LOT 2B, WHICH HAS BEEN DEDICATED AS WEST 8½ STREET TO THE CITY OF MCCOOK WITH THE RECORDING OF CLARY SUBDIVISION REPLAT NO. 2, ALL IN THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Wolford, the Commission voted to recommend approval to the McCook City Council the requested creation of Clary Subdivision Replat No. 3, Lots 1 - 10, Block 1, Lots 1 - 7, Block 2, and West 9<sup>th</sup> Street, a Replat of part of Lot 2, Block 1, Clary Subdivision, and Lot 2B, a Replat of part of Lot 1, Block 1, Clary Subdivision; excepting the East 60 feet of Lot 2B, which has been dedicated as West 8½ Street to the City of McCook with the recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM E RECOMMEND APPROVAL OF THE FINAL SUBDIVISION AGREEMENT FOR CLARY SUBDIVISION REPLAT NO. 3 BETWEEN THE CITY OF MCCOOK, THE MCCOOK ECONOMIC DEVELOPMENT CORPORATION AND QUILLAN COURTS, L.L.C.

Commissioner Dueland stated that he serves on the MEDC Board, due to a possible conflict of interest he would be abstaining from the vote on this item.

Commissioner Garey-Vickers introduced a motion to recommend to the City Council approval of the Final Subdivision Agreement for Clary Subdivision Replat No. 3 between the City of McCook, the McCook Economic Development Corporation and Quillan Courts, L.L.C. Commissioner Wolford seconded the motion.

Upon a motion by Commissioner Wolford, seconded by Commissioner Shipshock, the Commission voted to amend the presented agreement to include language regarding who is responsible for maintenance of the detention ponds. The motion passed upon the following roll call vote: YEA: Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSTAIN: Dueland. ABSENT: Siegfried, Stevens, Vosburg.

Commissioner Garey-Vickers then stated the question: "Shall the motion on the floor be approved as amended?" The motion passed upon the following roll call vote: YEA: Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSTAIN: Dueland. ABSENT: Siegfried, Stevens, Vosburg.

ITEM F PUBLIC HEARING - CONSIDER THE FINAL PLANNED DEVELOPMENT DISTRICT TO BE KNOWN AS QUILLAN COURTS PLANNED DEVELOPMENT DISTRICT, SAID DISTRICT TO BE LOCATED BETWEEN WEST 10<sup>TH</sup> STREET AND WEST 8 ½ STREET AND WEST R STREET AND WEST Q STREET (AS DIAGRAMED IN PROPOSED REPLAT CLARY SUBDIVISION REPLAT NO. 3, CLARY SUBDIVISION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA).

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Wolford, the Commission voted to recess as the Planning Commission and convene as a Hearing Board for the purpose of receiving public comment on the Final Planned Development District to be known as Quillan Courts Planned Development District, said District to be located between West 10<sup>th</sup> Street and West 8 ½ Street and West R Street and West Q Street (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska). The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

The Commission received into evidence Exhibit #1 - City Manager's Report prepared for the December 14, 2015 Planning Commission meeting (2 pages); Exhibit #2 - Notice of Hearing (1 page); Exhibit #3 - ownership mailing list receiving advanced Notice of Hearing (2 pages); Exhibit #4 - proposed Resolution No. PC2015-07 (1 pages); Exhibit #5 - proposed Planned Unit Development Agreement, including maps (5 pages).

City Manager Schneider reviewed the presented Planned Unit Development District during consideration of Public Hearing Item C. The need for the Planned Unit Development District is due to the nature of the proposed residential structures and the proposed lots located on this site. The developer is proposing that the duplex units be placed on individual lots as opposed to one lot for each of the two units. The request would violate lot size and setback requirements. The only practical way to achieve the desired development is to create a Planned Unit Development District. By creating a Planned Unit Development, exceptions can be made to the Residential Medium Density District zoning requirements, assuring enough flexibility to construct the duplexes. A Planned Unit Development District agreement will need to be completed. A rough draft is attached to this report. A complete, final agreement will be brought back to the Planning Commission when there is a finalized Planned Unit Development to be reviewed. The planned unit development would be consistent with the proposed future land use of the Comprehensive Plan.

No one else was present to comment.

Upon a motion by Commissioner Garey-Vickers, by Commissioner Harpst, voted to close the public hearing and reconvene as a Planning Commission. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock,

Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM G APPROVE RESOLUTION NO. PC2015-08 RECOMMENDING TO THE MCCOOK CITY COUNCIL APPROVAL OF THE FINAL PLANNED DEVELOPMENT DISTRICT TO BE KNOWN AS QUILLAN COURTS PLANNED DEVELOPMENT DISTRICT (AS DIAGRAMED IN PROPOSED REPLAT CLARY SUBDIVISION REPLAT NO. 3, CLARY SUBDIVISION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA).

Upon a motion by Wolford, seconded by Commissioner Shipshock, the Commission voted to approve Resolution No. PC2015-08 recommending to the McCook City Council approval of the Preliminary Planned Development District to be known as Quillan Courts Planned Development District (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska). The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSTAIN: Dueland. ABSENT: Siegfried, Stevens, Vosburg.

City Manager Schneider informed the Commission that in the near future an item will be on the City Council agenda regarding the process of annexation, how it is completed and how we should move forward. He encouraged all Commissioners to attend this meeting.

(3) ADJOURNMENT.

With no further business, Acting Chair Garey-Vickers declared the Planning Commission meeting adjourned at 6:10 P.M.

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Lea Ann Doak  
Recording Secretary

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 3C** Public Hearing - Consider Clary Subdivision Replat No.3, Lots 1 through 10, Block 1, Lots 1 through 7 Block 2, and West 9<sup>th</sup> Street, a Replat of Part of Lot 2, Block 1, Clary Subdivision, and Lot 2B, a Replat of Part of Lot 1, Block 1, Clary Subdivision; Excepting the East 60 Feet of Lot 2B, Which has been Dedicated as West 8 ½ Street to the City of McCook with the Recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska.

**ITEM NO. 3D** Adopt Resolution No. 2015-24 providing for the creation of Clary Subdivision Replat NO. 3, Lots 1 - 10, Block 1 and Lots 1 - 7 Block 2, and West 9<sup>th</sup> Street, all in the City of McCook, Red Willow County, Nebraska.

**ITEM NO. 3E** Approve the Final Subdivision Agreement for Clary Subdivision Replat No. 3 between the City of McCook, the McCook Economic Development Corporation and Quillan Courts, L.L.C.

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**BACKGROUND:**

At the Planning Commission meeting in October, the Quillan Courts Redevelopment Plan was presented and approval was recommended and made to and by the City Council. The City Council approved the Plan at its second October meeting. At the November Planning Commission meeting a Preliminary Subdivision Replat and Preliminary Subdivision Agreement was presented and approved for recommendation. The City Council approved both items in November. As part of this project, it is necessary to properly subdivide the property in order to build and locate the single family and duplex structures. An application has been presented asking for the City to consider Replat No. 3, attached to your packets. This particular issue is different from a major subdivision because the Clary Village is in existence and a replat is necessary in order to meet City zoning and subdivision requirements.

Along with the approval of the Replat No. 3, it is necessary to enter into a subdivision agreement in order to set the duties and responsibilities of the parties to this project. A final subdivision agreement is included with this item to the Plan for the Planning Commission's consideration. There are several items included in the agreement. First, the parties are in agreement that West 9<sup>th</sup> Street will be accepted by the City as a conforming street. Second, the parties will incorporate the Planned Unit Development Agreement into the Subdivision Agreement. Third, all existing sidewalks will be allowed to remain as is. New sidewalks on the east side of both blocks will be required to follow City of McCook Subdivision requirements. The north side of Block 1 shall have paved sidewalk, but due to drainage concerns, it will be located directly behind the street curb. There will not be sidewalk on the west side of Block 1 as detention ponds will not allow for sidewalk development. The lack of sidewalk should not interfere with the residents of Quillan Courts as there are no structures located on the west side of the Block

1. Staff feels it is important that there is a through sidewalk on the east side of Block 2 to provide one continuous sidewalk from West R Street to West Q Street. ADA approved crosswalks will be part of the project. Fourth, as mentioned, detention ponds are required as part of this project. The ponds will be located on the west side of Block 1. These detention ponds were considered when the Clary Village project was being proposed. The ponds should slow the drainage coming from the new construction. The drainage will still be directed to the end of developed West 10<sup>th</sup> Street, but there should be no increase in the amount of runoff at this location. The Agreement stipulates that the City will not be responsible for the upkeep of the ponds. It also stipulates that no future development will occur on the drainage ponds. Fifth, water and sewer will be part of the project, with it being noted that the water line will run along the east side of Block 2 and the sewer line will run along the west side of Block 1. One fire hydrant will have to be located at the corner of West Q Street and West 9<sup>th</sup> Street. Sixth, the Developer will be responsible for providing street light as outlined in our regulations.

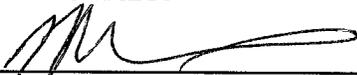
**RECOMMENDATIONS:**

ITEM NO. 3C Public Hearing - Consider Clary Subdivision Replat No.3, Lots 1 through 10, Block 1, Lots 1 through 7 Block 2, and West 9<sup>th</sup> Street, a Replat of Part of Lot 2, Block 1, Clary Subdivision, and Lot 2B, a Replat of Part of Lot 1, Block 1, Clary Subdivision; Excepting the East 60 Feet of Lot 2B, Which has been Dedicated as West 8 ½ Street to the City of McCook with the Recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska.

ITEM NO. 3D Adopt Resolution No. 2015-24 providing for the creation of Clary Subdivision Replat NO. 3, Lots 1 - 10, Block 1 and Lots 1 - 7 Block 2, and West 9<sup>th</sup> Street, all in the City of McCook, Red Willow County, Nebraska.

ITEM NO. 3E Approve the Final Subdivision Agreement for Clary Subdivision Replat No. 3 between the City of McCook, the McCook Economic Development Corporation and Quillan Courts, L.L.C.

**APPROVALS:**

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

December 15, 2015

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

December 15, 2015

NOTICE OF PUBLIC HEARING  
FINAL PLAT APPROVAL

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the final plat on the following described property to be known as Clary Subdivision Replat No. 3:

A replat of part of Lot Two (2), Block One (1), Clary Subdivision, and Lot Two B (2B), a replat of part of Lot One (1), Block One (1), Clary Subdivision; excepting the east sixty feet (60') of Lot Two B (2B), which has been dedicated as West 8½ Street to the City of McCook with the recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska.

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

DECEMBER 14, 2015 - 5:15 P.M.  
MCCOOK PLANNING COMMISSION  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

NOVEMBER 21, 2015 - 6:30 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 hearing and will be given an opportunity to be heard. For additional information regarding this notice please contact Barry Mooney, City of McCook Building Official, at 345-2022 ext. 232.

-s- Lea Ann Doak  
City Clerk

Publish: December 4, 2015.  
Post: December 4, 2015.  
Mail: December 4, 2015.

Property Owners Notified:

JOHN D WALTERS  
71822 OLD HWY 17  
MCCOOK, NE 69001

NORTH POINTE PROPERTIES LLC  
c/o WILLIAM DAVIS  
2205 PONDEROSA DRIVE  
MCCOOK, NE 69001

D E W CONTRACTING, LLC  
C/O DAVID WINDER  
2103 WEST 7TH STREET  
MCCOOK NE 69001

JOHN D ALLEN  
1203 WEST Q  
MCCOOK, NE 69001

MCCOOK ECONOMIC DEVELOPMENT  
CORPORATION  
402 NORRIS AVE, SUITE 301  
MCCOOK NE 69001

CLARY VILLAGE LLC  
402 NORRIS, STE 301  
MCCOOK, NE 69001

JOHN D ALLEN  
1203 WEST Q  
MCCOOK, NE 69001

ROBERT B & SHARON K HARVEY  
1518 EAST FAIRACRES DRIVE  
MCCOOK, NE 69001

GREGORY GANS & DEBORAH  
CROUCH  
1514 EAST FAIRACRES  
MCCOOK NE 69001

RICHARD J LINNEMEYER  
1508 EAST FAIRACRES  
MCCOOK, NE 69001

JERRY L & KALYN S RUZICKA  
13004 NEBRASKA CT  
KANSAS CITY, KS 66109

PIETRO & MAUREEN S GIORGIONE  
P O BOX 756  
MCCOOK, NE 69001

BRANDON KRUEGER, ET AL  
1502 WEST 10TH STREET  
MCCOOK, NE 69001

ROSE A SCOTT  
706 EAST 5TH  
MCCOOK, NE 69001

ROBERT L & RITA G WALTEMATH  
1505 EAST FAIRACRES DR  
MCCOOK, NE 69001

BERNARD & KATHY WEAVER  
c/o RICHARD FISHER  
1518 WEST 10TH  
MCCOOK NE 69001

LINDA P BONAR  
1516 WEST 10TH ST  
MCCOOK, NE 69001

RANDY & SYDNEY BAUMAN  
1514 WEST 10TH ST  
MCCOOK, NE 69001

VIRGINIA M KING  
1510 WEST 10TH ST  
MCCOOK, NE 69001

JOHN CROSBY  
1508 WEST 10TH ST  
MCCOOK, NE 69001

CECIL R & FERMA L SCARROW  
1506 WEST 10TH ST  
MCCOOK, NE 69001

RED WILLOW COUNTY  
c/o RED WILLOW CO. FAIR BOARD  
P O BOX 876  
MCCOOK NE 69001-0876

TOM BREDVICK, PRESIDENT  
MCCOOK SCHOOL BOARD  
302 ELIZABETH LANE  
MCCOOK, NE 69001

RESOLUTION NO. 2015-24

WHEREAS, the McCook Economic Development Corporation ("Owner") and Quillan Courts, L.L.C. ("Developer"), being the sole owner and developer applied for approval of a subdivision of a part of the Replat of part of Lot Two (2), Block One (1), Clary Subdivision, and Lot Two B (2B), a replat of part of Lot One (1), Block One (1), Clary Subdivision; excepting the East 60 feet (60') of Lot Two B (2B), which has been dedicated as West 8½ Street to the City of McCook with the recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska, located within the corporate limits of the City of McCook to be known as Clary Subdivision Replat No. 3, Lots One (1) through Ten (10), Block One (1), Lots One (1) through Seven (7), Block Two (2), and West 9<sup>th</sup> Street, of the City of McCook, Red Willow County, Nebraska.

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

SECTION 1. That the plat of Clary Subdivision Replat No. 3 to the City of McCook, Red Willow County, Nebraska, duly made out, acknowledged and certified, and the same hereby is approved in accordance with the provisions and requirements of Section 19-916 of the Nebraska Revised Statutes and accepted and ordered filed and recorded in the Office of the Register of Deeds of Red Willow County, Nebraska.

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

PASSED AND APPROVED THIS 21<sup>st</sup> DAY OF December, 2015.

\_\_\_\_\_  
Michael D. Gonzales, Mayor

ATTEST:

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





**SUBDIVISION AGREEMENT FOR  
QUILLAN COURTS, L.L.C. SUBDIVISION REPLAT NO. 3**

WHEREAS, the McCook Economic Development Corporation ("Owner") and Quillan Courts, L.L.C. ("Developer"), being the sole owner and developer for the following described tract of land: A tract of land legally described as a Part of Lot 2 in Block 1, Clary Subdivision and Lot 2B a Replat of Part of Lot 1, Block 1, Clary Subdivision, Excepting the east 60 feet of Lot 2B which has been dedicated as West 8 ½ Street to the City of McCook with the recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska.

WHEREAS, the Owner and Developer desire to subdivide the property and to do so, a Subdivision Agreement is required;

WHEREAS, the Owner and Developer have met with the City of McCook to review the Subdivision Agreement;

WHEREAS, public improvements are necessary to develop the property properly in accordance with the requirements of the City of McCook;

NOW, THEREFORE, the undersigned Owner, Developer and City of McCook, Nebraska (hereinafter referred to as the "City"), in consideration of the mutual covenants and agreements herein contained, agree as follows.

**OWNER, DEVELOPER AND CITY AGREE AS FOLLOWS:**

1. That by signing this Subdivision Agreement the City, Owner, and Developer agree to the following:
  - a) That a planned unit development agreement is necessary to provide the flexibility to complete the Clary Subdivision Replat No. 3. The Planned Unit Development agreement is attached to this subdivision agreement, marked as Exhibit 1 and made a part of this agreement by this reference.
  - b) That West 9<sup>th</sup> Street between West Q Street and West R Street is accepted in its as is state and the Owner nor Developer are required to make any improvements to the street as part of this development project.
  - c) That the sidewalk that currently exists, shall be allowed to remain as is. The Developer shall construct new sidewalk on the east side of both proposed Blocks 1 and 2. These sidewalks shall follow all Federal, State and Local rules and regulations with respect to their construction. The Developer shall be construct a sidewalk on the north side of Block 1, adjacent to West R Street. The Developer shall be allowed to construct this sidewalk (north side of Block 1) back of curb in order to meet adequately provide for drainage due

to the new construction. The Owner and Developer shall not be required to develop a sidewalk on the west side of Block 1, as there are no structures planned for development and drainage project construction limits the ability to construct such sidewalk. The sidewalk on the east side of Block 2 to be developed by the Developer shall run from West Q Street to West R Street. The parties agree that the Developer will construct ADA approved crosswalks at each street corner for the property subject to this Agreement.

- d) The Developer shall construct two detention ponds located on the west side of Block 1, said detention ponds to be constructed to the specifics shown in Exhibit 1. Further, the parties agree that the property where the detention ponds are located will not be developed for any purposes other than drainage related purposes, assuring that the ponds will serve to improve the storm water drainage in the affected area. The Owner shall be responsible for maintaining the detention ponds at its own expense and the responsibility for maintaining the detention ponds in the future shall inure to any of the Owner's assigns, heirs and/or successors in title. The parties agree to execute any documents necessary to effectuate this provision to the agreement. Further, the Owner, Developer and City agree to abide by all Federal, State and local rules governing drainage, which includes the necessity of the Developer to complete a Storm Water Pollution Prevention Plan in conjunction with this project.
  - e) The Developer shall run new water line along the east side of Block 2 and shall extend said line to a point at or near the back of curb on Q Street. The water line shall be a 6" line. A fire hydrant shall be included in this project and shall be placed by the Developer at or near the corner of West Q Street and West 9<sup>th</sup> Street. The City shall be responsible for tapping the water mains and extending their service lines to a point at or near the back of curb, for a fee.
  - f) The Developer shall run new sewer line along the west side of the block and shall extend it to a point at or near 73.59 feet north of the corner of West Q Street and West 9<sup>th</sup> Street. The Developer shall be responsible for connecting each of the units to the line. Tapping shall be conducted per city ordinance.
  - g) That is shall be the responsibility of the Developer to finance and provide adequate street lighting for the project.
2. This Subdivision Agreement contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding; this contract may not be enlarged, modified, or altered except in writing signed by both parties and endorsed on this agreement.

3. This agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and shall be binding upon heirs, executors, administrators, and subsequent title owners in interest, devisees, assignees, and successors of the Owner hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By:

\_\_\_\_\_  
Jim Ulrich, President of the-McCook  
Economic Development Corporation

\_\_\_\_\_  
Quillan Courts L.L.C., President

\_\_\_\_\_  
Mike Gonzales, Mayor of the City of McCook











**MCCOOK PLANNING COMMISSION  
REGULAR MEETING**

**MINUTES**

**Monday - December 14, 2015  
5:15 P.M. - City Council Chambers**

Present: Vice Chair Dueland; Commissioners Garey-Vickers, Harpst, Hilker, Lyons, Shipshock, Wolford; City Manager Schneider; City Attorney Mustion; City Clerk Doak.

Absent: Chair Vosburg; Commissioners Siegfried, Stevens.

Vice-Chair requested that Commissioner Garey-Vickers conduct the meeting in the absence of Chair Vosburg.

Commissioner Garey-Vickers 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 NOVEMBER 9, 2015 REGULAR MEETING.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Dueland, the Commission voted to approve the minutes of the November 9, 2015 meeting. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Harpst, Hilker, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

(2) PUBLIC HEARINGS:

ITEM A PUBLIC HEARING - REQUEST FOR A SPECIAL EXCEPTION TO ALLOW A COMMERCIAL WELL BUSINESS IN AN AGRICULTURAL (AG) DISTRICT LOCATED WITHIN THE TWO MILE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF MCCOOK; A PART OF WILLOW GROVE PRECINCT 7-3-29 PT NW/4NW, RED WILLOW COUNTY, NEBRASKA; A TRACT OF LAND CONTAINING 8.53 ACRES MORE OR LESS LOCATED AT 38404 ROAD 719; PROJECT SPONSOR/DEVELOPER - RICK & LISA WILCOX, WILCOX WELL DRILLING; LAND OWNER - JOE & JULIE GILLESPIE, GILLESPIE VETERINARY SERVICE.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Dueland, the Commission voted to recess as the Planning Commission and convene as a Hearing Board for the purpose of receiving public comment on the request for a special exception to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook; a part of Willow Grove Precinct 7-3-29 Pt NW/4NW, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719; Project Sponsor/Developer - Rick & Lisa Wilcox, Wilcox Well Drilling; Land owner - Joe & Julie Gillespie, Gillespie Veterinary Service. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

The Commission received into evidence Exhibit #1 - City Manager's Report prepared for the December 14, 2015 Planning Commission meeting (1 page); Exhibit #2 - Notice of Hearing (1 page); Exhibit #3 - ownership mailing list receiving advanced Notice of Hearing (1 page); and Exhibit - #4 - Land Use Application (6 pages).

City Manager Schneider reviewed the information presented in the City Manager's Report; An application for a special exception has been submitted by Wilcox Well Drilling to allow for a commercial business in the AG District. Upon review of the application, it was not specifically stated what the exact business would be. Staff contacted the applicant's real estate agent, Golden Plains Realty, and were informed that the business was a commercial well service business. Essentially, the applicant would be moving their operation from their current location, which is located in the AG District, to the requested location. On review of the Article 7 special exceptions provision, it is stated that the City Council may specially permit commercial uses for a number of purposes. While a well service business is not specifically mentioned, the ordinance does contain a clause which allows for additional commercial businesses to be considered. It is Staff's belief that this request falls within the intent of the ordinance.

Concerns expressed by the Commission included the possible need for fencing, some type of screening or buffering, possibly not the entire area, but maybe areas used for storage - did not want to cause any issues for the residential currently in the area; any needed signage and where will it be located; is this a retail business; have ingress and egress issues been addressed; and the need for the applicant to address special exception considerations a - i before the Council considers the request.

No one else was present to comment.

Upon a motion by Commissioner Wolford, by Commissioner Dueland, Commission voted to close the public hearing and reconvene as a Planning Commission. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM B RECOMMEND TO THE CITY COUNCIL APPROVAL OF THE REQUEST FOR A SPECIAL EXCEPTION TO ALLOW A COMMERCIAL WELL BUSINESS IN AN AGRICULTURAL (AG) DISTRICT LOCATED WITHIN THE TWO MILE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF MCCOOK; A PART OF WILLOW GROVE PRECINCT 7-3-29 PT NW/4NW, RED WILLOW COUNTY, NEBRASKA; A TRACT OF LAND CONTAINING 8.53 ACRES MORE OR LESS LOCATED AT 38404 ROAD 719; PROJECT SPONSOR/DEVELOPER - RICK & LISA WILCOX, WILCOX WELL DRILLING; LAND OWNER - JOE & JULIE GILLESPIE, GILLESPIE VETERINARY SERVICE; THAT THE GRANTING OF THE SPECIAL EXCEPTION WILL NOT ADVERSELY AFFECT THE PUBLIC INTEREST; AND THAT SATISFACTORY PROVISIONS AND ARRANGEMENTS HAVE BEEN MADE BY THE APPLICANT CONCERNING SPECIAL EXCEPTION CONSIDERATIONS A - I.

Commission discussion included the concerns expressed during the public hearing and the need for the applicant to address special exception considerations a - i before consideration by the Council.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Dueland, the Commission voted to recommend to the City Council approval of the request for a special exception to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook; a part of Willow Grove Precinct 7-3-29 Pt NW/4NW, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719; Project Sponsor/Developer - Rick & Lisa Wilcox, Wilcox Well Drilling; Land owner - Joe & Julie Gillespie, Gillespie Veterinary Service; that the granting of the special exception will not adversely affect the public interest; and that satisfactory provisions and arrangements have been made by the applicant concerning Special Exception Considerations a - i. The motion passed upon the following roll call vote: YEA:

Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM C PUBLIC HEARING - CONSIDER THE FINAL CLARY SUBDIVISION REPLAT NO.3, LOTS 1 - 10, BLOCK 1, LOTS 1 - 7, BLOCK 2, AND WEST 9<sup>TH</sup> STREET, A REPLAT OF PART OF LOT 2, BLOCK 1, CLARY SUBDIVISION, AND LOT 2B, A REPLAT OF PART OF LOT 1, BLOCK 1, CLARY SUBDIVISION; EXCEPTING THE EAST 60 FEET OF LOT 2B, WHICH HAS BEEN DEDICATED AS WEST 8 ½ STREET TO THE CITY OF MCCOOK WITH THE RECORDING OF CLARY SUBDIVISION REPLAT NO. 2, ALL IN THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Shipshock, the Commission voted to recess as the Planning Commission and convene as a Hearing Board for the purpose of receiving public comment on the proposed Final Clary Subdivision Replat No.3, Lots 1 - 10, Block 1, Lots 1 - 7, Block 2, and West 9<sup>th</sup> Street, a Replat of Part of Lot 2, Block 1, Clary Subdivision, and Lot 2B, a Replat of Part of Lot 1, Block 1, Clary Subdivision; Excepting the East 60 Feet of Lot 2B, Which has been dedicated as West 8 ½ Street to the City of McCook with the Recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

The Commission received into evidence Exhibit #1 - City Manager's Report prepared for the December 14, 2015 Planning Commission meeting (2 pages); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - ownership mailing list receiving advanced Notice of Hearing (3 pages); Exhibit #4 - map of Clary Subdivision Replat No. 3 (1 page); Exhibit #5 - map of Clary Subdivision Replat No. 3 Utilities (1 page); Exhibit #6 - Subdivision Agreement and Maps (3 pages); and Exhibit #7 - Planned Unit Development Agreement for Quillan Courts (2 pages).

City Manager Schneider reviewed the information presented in the City Manager's Report; At the Planning Commission meeting in October, the Quillan Courts Redevelopment Plan was presented and approval was recommended and made to and by the City Council. At the November Planning Commission meeting a Preliminary Subdivision Replat and Preliminary Subdivision Agreement was presented and approved for recommendation. The City Council approved both items. As part of this project, it is necessary to properly subdivide the property in order to build and locate the single family and duplex structures. An application has been presented asking for the City to consider Replat No. 3, attached to your packets. This particular issue is different from a major subdivision because the Clary Village is in existence and a replat is necessary in order to meet City zoning and subdivision requirements. Along with the approval of the Replat No. 3, it is necessary to enter into a subdivision agreement in order to set the duties and responsibilities of the parties to this project. A final subdivision agreement is included with this item to the Plan for the Planning Commission's consideration. There are several items included in the agreement. First, the parties are in agreement that West 9<sup>th</sup> Street will be accepted by the City as a conforming street. Second, the parties will incorporate the Planned Unit Development Agreement into the Subdivision Agreement. Third, all existing sidewalks will be allowed to remain as is. New sidewalks on the east side of both blocks will be required to follow City of McCook Subdivision requirements. The north side of Block 1 shall have paved sidewalk, but due to drainage concerns, it will be located directly behind the street curb. There will not be sidewalk on the west side of Block 1 as detention ponds will not allow for sidewalk development. The lack of sidewalk should not interfere with the residents of Quillan Courts as there are no structures located on the west side of Block 1. Staff feels it is important that there is a through sidewalk on the east side of Block 2 to provide one continuous sidewalk from West R Street to West Q Street. ADA approved crosswalks will be part of the

project. Fourth, as mentioned, detention ponds are required as part of this project. The ponds will be located on the west side of Block 1. These detention ponds were considered when the Clary Village project was being proposed. The ponds should slow drainage coming from the new construction. The drainage will still be directed to the end of developed West 10<sup>th</sup> Street, but there should be no increase in the amount of runoff at this location. Fifth, water and sewer will be part of the project, with it being noted that the water line will run along the east side of Block 2 and the sewer line will run along the west side of Block 1. One fire hydrant will have to be located at the corner of West Q Street and West 9<sup>th</sup> Street. Sixth, the Developer will be responsible for providing street light as outlined in our regulations.

City Manager Schneider noted water line indicated in Exhibit #5 will be revised to show its extension to "Q" Street, he also reviewed the presented Subdivision Agreement and the Planned Unit Development Agreement for Quillan Courts.

No one else was present to comment.

Upon a motion by Commissioner Harpst, seconded by Commissioner Dueland, the Commission voted to close the public hearing and reconvene as a Planning Commission. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM D RECOMMEND APPROVAL TO THE MCCOOK CITY COUNCIL OF THE CREATION OF CLARY SUBDIVISION REPLAT NO. 3, LOTS 1 - 10, BLOCK 1, LOTS 1 - 7, BLOCK 2, AND WEST 9<sup>TH</sup> STREET, A REPLAT OF PART OF LOT 2, BLOCK 1, CLARY SUBDIVISION, AND LOT 2B, A REPLAT OF PART OF LOT 1, BLOCK 1, CLARY SUBDIVISION; EXCEPTING THE EAST 60 FEET OF LOT 2B, WHICH HAS BEEN DEDICATED AS WEST 8½ STREET TO THE CITY OF MCCOOK WITH THE RECORDING OF CLARY SUBDIVISION REPLAT NO. 2, ALL IN THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Wolford, the Commission voted to recommend approval to the McCook City Council the requested creation of Clary Subdivision Replat No. 3, Lots 1 - 10, Block 1, Lots 1 - 7, Block 2, and West 9<sup>th</sup> Street, a Replat of part of Lot 2, Block 1, Clary Subdivision, and Lot 2B, a Replat of part of Lot 1, Block 1, Clary Subdivision; excepting the East 60 feet of Lot 2B, which has been dedicated as West 8½ Street to the City of McCook with the recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM E RECOMMEND APPROVAL OF THE FINAL SUBDIVISION AGREEMENT FOR CLARY SUBDIVISION REPLAT NO. 3 BETWEEN THE CITY OF MCCOOK, THE MCCOOK ECONOMIC DEVELOPMENT CORPORATION AND QUILLAN COURTS, L.L.C.

Commissioner Dueland stated that he serves on the MEDC Board, due to a possible conflict of interest he would be abstaining from the vote on this item.

Commissioner Garey-Vickers introduced a motion to recommend to the City Council approval of the Final Subdivision Agreement for Clary Subdivision Replat No. 3 between the City of McCook, the McCook Economic Development Corporation and Quillan Courts, L.L.C. Commissioner Wolford seconded the motion.

Upon a motion by Commissioner Wolford, seconded by Commissioner Shipshock, the Commission voted to amend the presented agreement to include language regarding who is responsible for maintenance of the detention ponds. The motion passed upon the following roll call vote: YEA: Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSTAIN: Dueland. ABSENT: Siegfried, Stevens, Vosburg.

Commissioner Garey-Vickers then stated the question: "Shall the motion on the floor be approved as amended?" The motion passed upon the following roll call vote: YEA: Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSTAIN: Dueland. ABSENT: Siegfried, Stevens, Vosburg.

ITEM F PUBLIC HEARING - CONSIDER THE FINAL PLANNED DEVELOPMENT DISTRICT TO BE KNOWN AS QUILLAN COURTS PLANNED DEVELOPMENT DISTRICT, SAID DISTRICT TO BE LOCATED BETWEEN WEST 10<sup>TH</sup> STREET AND WEST 8 ½ STREET AND WEST R STREET AND WEST Q STREET (AS DIAGRAMED IN PROPOSED REPLAT CLARY SUBDIVISION REPLAT NO. 3, CLARY SUBDIVISION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA).

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Wolford, the Commission voted to recess as the Planning Commission and convene as a Hearing Board for the purpose of receiving public comment on the Final Planned Development District to be known as Quillan Courts Planned Development District, said District to be located between West 10<sup>th</sup> Street and West 8 ½ Street and West R Street and West Q Street (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska). The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

The Commission received into evidence Exhibit #1 - City Manager's Report prepared for the December 14, 2015 Planning Commission meeting (2 pages); Exhibit #2 - Notice of Hearing (1 page); Exhibit #3 - ownership mailing list receiving advanced Notice of Hearing (2 pages); Exhibit #4 - proposed Resolution No. PC2015-07 (1 pages); Exhibit #5 - proposed Planned Unit Development Agreement, including maps (5 pages).

City Manager Schneider reviewed the presented Planned Unit Development District during consideration of Public Hearing Item C. The need for the Planned Unit Development District is due to the nature of the proposed residential structures and the proposed lots located on this site. The developer is proposing that the duplex units be placed on individual lots as opposed to one lot for each of the two units. The request would violate lot size and setback requirements. The only practical way to achieve the desired development is to create a Planned Unit Development District. By creating a Planned Unit Development, exceptions can be made to the Residential Medium Density District zoning requirements, assuring enough flexibility to construct the duplexes. A Planned Unit Development District agreement will need to be completed. A rough draft is attached to this report. A complete, final agreement will be brought back to the Planning Commission when there is a finalized Planned Unit Development to be reviewed. The planned unit development would be consistent with the proposed future land use of the Comprehensive Plan.

No one else was present to comment.

Upon a motion by Commissioner Garey-Vickers, by Commissioner Harpst, voted to close the public hearing and reconvene as a Planning Commission. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock,

Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM G APPROVE RESOLUTION NO. PC2015-08 RECOMMENDING TO THE MCCOOK CITY COUNCIL APPROVAL OF THE FINAL PLANNED DEVELOPMENT DISTRICT TO BE KNOWN AS QUILLAN COURTS PLANNED DEVELOPMENT DISTRICT (AS DIAGRAMED IN PROPOSED REPLAT CLARY SUBDIVISION REPLAT NO. 3, CLARY SUBDIVISION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA).

Upon a motion by Wolford, seconded by Commissioner Shipshock, the Commission voted to approve Resolution No. PC2015-08 recommending to the McCook City Council approval of the Preliminary Planned Development District to be known as Quillan Courts Planned Development District (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska). The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSTAIN: Dueland. ABSENT: Siegfried, Stevens, Vosburg.

City Manager Schneider informed the Commission that in the near future an item will be on the City Council agenda regarding the process of annexation, how it is completed and how we should move forward. He encouraged all Commissioners to attend this meeting.

(3) ADJOURNMENT.

With no further business, Acting Chair Garey-Vickers declared the Planning Commission meeting adjourned at 6:10 P.M.

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Lea Ann Doak  
Recording Secretary

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 3F** Public Hearing - Consider the final Planned Unit Development District to be known as Quillan Courts Planned Unit Development District, said District to be located between West 10<sup>th</sup> Street and West 8 ½ Street and West R Street and West Q Street (as diagramed in Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska).

**ITEM NO. 3G** Introduce and approve Ordinance No. 2015-2926 approving the Final Planned Unit Development District to be known as Quillan Courts Planned Unit Development District (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska).

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**BACKGROUND:**

This agenda item refers to a final zoning issue necessary to accommodate the Quillan Courts project. The location of this project is in the Clary Subdivision to the City of McCook. The City is running this request simultaneous to a Replat and Subdivision request from the developer, Quillan Courts, L.L.C. As such, the designations used for this report will refer to Clary Subdivision Replat No. 3. Clary Subdivision is in the Residential Medium (RM) District. The developer wishes to construct six residential buildings on Proposed Block 1 and four residential buildings on Proposed Block 2 in Proposed Clary Subdivision Replat No. 3. Diagrams depicting the location of the units are included with this report. The Planned Development District includes improvements such as sanitary sewer, water, sidewalk, and drainage improvements. No streets are being considered as part of this project. The City has been petitioned by the Economic Development Corporation to find that West 9<sup>th</sup> Street meets City standards. After review, the City has found and that West 9<sup>th</sup> Street between West R and West Q Streets meets City standards.

The need for the Planned Unit Development District is necessary due to the nature of the residential structures and the proposed lots located on this site. The developer is proposing that the duplex units be placed on individual lots as opposed to one lot for each of the two units. The request would violate lot size and setback requirements. The only practical way to achieve the desired development is to create a Planned Unit Development District. By creating a Planned Unit Development, exceptions can be made to the Residential Medium Density District zoning requirements, assuring enough flexibility to construct the duplexes.

A Planned Unit Development District agreement is attached. The preliminary agreement was reviewed and approved by the Planning Commission on November 9, 2015. The City Council approved the preliminary agreement on November 16, 2015. The final agreement was review and recommended for approval on December 14, 2015 by the Planning Commission.

The planned unit development would be consistent with the proposed future land use of the Comprehensive Plan.

**RECOMMENDATIONS:**

**ITEM NO. 3F** Public Hearing - Consider the final Planned Unit Development District to be known as Quillan Courts Planned Unit Development District, said District to be located between West 10<sup>th</sup> Street and West 8 ½ Street and West R Street and West Q Street (as diagramed in Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska).

**ITEM NO. 3G** Introduce and approve Ordinance No. 2015-2926 approving the Final Planned Unit Development District to be known as Quillan Courts Planned Unit Development District (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska).

**APPROVALS:**



Nathan A. Schneider, City Manager

December 15, 2015



Lea Ann Doak, City Clerk

December 15, 2015

**NOTICE OF HEARING**

**FINAL PLANNED DEVELOPMENT DISTRICT**

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the Planned Development District to be known as "Quillan Courts", consisting of the following described property:

A replat of part of Lot Two (2), Block One (1), Clary Subdivision, and Lot Two B (2B), a replat of part of Lot One (1), Block One (1), Clary Subdivision; excepting the east sixty feet (60') of Lot Two B (2B), which has been dedicated as West 8½ Street to the City of McCook with the recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska.

Public Hearings on the above-described Final Planned Development District will be held on the dates, times, and at the places listed below:

DECEMBER 14, 2015 - 5:15 P.M.  
MCCOOK PLANNING COMMISSION  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

DECEMBER 21, 2015 - 6:30 P.M.  
MCCOOK CITY COUNCIL  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

ANY AND ALL PERSONS desiring to comment on the above-described request will be given an opportunity to be heard. Please direct all inquiries to Barry Mooney, City of McCook Building Official at 308-345-2022 ext. 232.

-s- Lea Ann Doak  
City Clerk

Publish: December 4, 2015  
Post: December 4, 2015  
Mail: December 4, 2015

**OWNERSHIP LIST FOR MAILING:**

JOHN D WALTERS  
71822 OLD HWY 17  
MCCOOK, NE 69001

NORTH POINTE PROPERTIES LLC  
c/o WILLIAM DAVIS  
2205 PONDEROSA DRIVE  
MCCOOK, NE 69001

D E W CONTRACTING, LLC  
C/O DAVID WINDER  
2103 WEST 7TH STREET  
MCCOOK NE 69001

JOHN D ALLEN  
1203 WEST Q  
MCCOOK, NE 69001

MCCOOK ECONOMIC DEVELOPMENT  
CORPORATION  
402 NORRIS AVE, SUITE 301  
MCCOOK NE 69001

CLARY VILLAGE LLC  
402 NORRIS, STE 301  
MCCOOK, NE 69001

JOHN D ALLEN  
1203 WEST Q  
MCCOOK, NE 69001

ROBERT B & SHARON K HARVEY  
1518 EAST FAIRACRES DRIVE  
MCCOOK, NE 69001

GREGORY GANS & DEBORAH  
CROUCH  
1514 EAST FAIRACRES  
MCCOOK NE 69001

RICHARD J LINNEMEYER  
1508 EAST FAIRACRES  
MCCOOK, NE 69001

JERRY L & KALYN S RUZICKA  
13004 NEBRASKA CT  
KANSAS CITY, KS 66109

PIETRO & MAUREEN S GIORGIONE  
P O BOX 756  
MCCOOK, NE 69001

BRANDON KRUEGER, ET AL  
1502 WEST 10TH STREET  
MCCOOK, NE 69001

ROSE A SCOTT  
706 EAST 5TH  
MCCOOK, NE 69001

ROBERT L & RITA G WALTEMATH  
1505 EAST FAIRACRES DR  
MCCOOK, NE 69001

BERNARD & KATHY WEAVER  
c/o RICHARD FISHER  
1518 WEST 10TH  
MCCOOK NE 69001

LINDA P BONAR  
1516 WEST 10TH ST  
MCCOOK, NE 69001

RANDY & SYDNEY BAUMAN  
1514 WEST 10TH ST  
MCCOOK, NE 69001

VIRGINIA M KING  
1510 WEST 10TH ST  
MCCOOK, NE 69001

JOHN CROSBY  
1508 WEST 10TH ST  
MCCOOK, NE 69001

CECIL R & FERMA L SCARROW  
1506 WEST 10TH ST  
MCCOOK, NE 69001

RED WILLOW COUNTY  
c/o RED WILLOW CO. FAIR BOARD  
P O BOX 876  
MCCOOK NE 69001-0876

TOM BREDVICK, PRESIDENT  
MCCOOK SCHOOL BOARD  
302 ELIZABETH LANE  
MCCOOK, NE 69001

ORDINANCE NO. 2015-2926

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2013-2897 BY DESIGNATING A TRACT OF LAND AS A PLANNED DEVELOPMENT DISTRICT TO BE KNOWN AS "QUILLAN COURTS"; REPEALING CONFLICTING ORDINANCES OR PARTS OF ORDINANCES; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. In accordance with Article 20 of Ordinance No. 2013-2897 of the City of McCook, Red Willow County, Nebraska, the following described tract of land shall be and is hereby designated as a Planned Development District to be known as "Quillan Courts", to wit:

Clary Subdivision Replat No. 3, Lots One (1) through Ten (10), Block One (1), Lots One (1) through Seven (7), Block Two (2), and West 9<sup>th</sup> Street, of the City of McCook, Red Willow County, Nebraska.

SECTION 2. The City Clerk of the City of McCook, Nebraska is hereby directed to change the official zoning map of the City of McCook, Nebraska to show the above - described tracts of property to have a zoning classification of a Planned Development District as so designated.

SECTION 3. The provisions of Ordinance No. 2013-2897 are hereby amended as provided herein.

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

PASSED AND APPROVED this 21<sup>st</sup> day of December, 2015.

-s- Michael D. Gonzales, Mayor

ATTEST:

-s- Lea Ann Doak, City Clerk

Publish:

**MCCOOK PLANNING COMMISSION**

**RESOLUTION NO. PC2015-08**

A RESOLUTION OF THE MCCOOK PLANNING COMMISSION RECOMMENDING APPROVAL OF A FINAL PLANNED DEVELOPMENT - OVERLAY DISTRICT, TO BE KNOWN AS QUILLAN COURTS (AS DIAGRAMED IN PROPOSED REPLAT CLARY SUBDIVISION REPLAT NO. 3, CLARY SUBDIVISION OF THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA.

**WHEREAS**, at their meeting on February 9, 2015, the Planning Commission held a public hearing concerning the creation of a Planned Development - Overlay District to be known as Quillan Courts (as diagramed in proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision of the City of McCook, Red Willow County, Nebraska.

**WHEREAS**, this commission has reviewed the Final Planned Development - Overlay District as to its conformity with the City of McCook Zoning Ordinance No. 2013-2897.

**NOW, THEREFORE, BE IT RESOLVED BY THE MCCOOK PLANNING COMMISSION AS FOLLOWS:**

**Section 1.** The Commission hereby recommends approval of the Final Planned Development - Overlay District to be known as Quillan Courts with such changes and revisions as are deemed appropriate by the City Council.

**Section 2.** All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

**Section 3.** This resolution shall be in full force and effect from and after its passage as provided by law.

PASSED AND APPROVED by the McCook Planning Commission this 14<sup>th</sup> day of December, 2015.

MCCOOK PLANNING COMMISSION

\_\_\_\_\_  
Dale Dueland, Vice-Chair

ATTEST:

\_\_\_\_\_  
Lea Ann Doak, Secretary

Planned Unit Development Agreement For  
Quillan Courts Project  
A Planned Unit Development  
in the City of McCook, Red Willow County, Nebraska

WHEREAS, the McCook Economic Development Corporation ("Owner") and Quillan Courts L.L.C. ("Developer"), being the sole owner and developer for the following described tract of land: A tract of land legally described as Lot 2 in Block 1, Clary Subdivision and Lot 2B a Replat of Part of Lot 1, Block 1, Clary Subdivision, Excepting the east 60 feet of Lot 2B which has been dedicated as West 8 ½ Street to the City of McCook with the recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska.

WHEREAS, the Owner and Developer desire to subdivide the property and to do so, a Planned Unit Development is required;

WHEREAS, the Owner and Developer have met with the City of McCook to review the Planned Unit Development;

WHEREAS, public improvements are necessary to develop the property properly in accordance with the requirements of the City of McCook;

WHEREAS, the Owner and Developer desire to utilize the Planned Development - Overlay District of the McCook City Zoning Regulations for a Planned development District;

WHEREAS, for platting purposes, the Developer and Owner have presented Clary Subdivision Replat No. 3 to the City of McCook for consideration as a major subdivision. The Clary Subdivision Replat No. 3 is attached to this Preliminary Agreement, as evidence of the proposed planned unit development deviations, and is marked as Exhibit "A";

WHEREAS, the area to be developed is located in the City of McCook's Residential Medium Density District (RM) and is subject to the City of McCook zoning regulations;

NOW, THEREFORE, the undersigned Owner, Developer and City of McCook, Nebraska (hereinafter referred to as the "City"), in consideration of the mutual covenants and agreements herein contained, agree as follows.

**OWNER, DEVELOPER AND CITY AGREE AS FOLLOWS:**

1. That by signing this Planned Unit Development Agreement the Owner and Developer agree to the following:
  - a) That the lots upon which the duplex units are to be located are narrower than the required 50 Feet lots in a Residential Medium Density District. The City agrees to the creation of these narrow lots, none of the lots to be less than 36.17 feet in width. The specific lots contemplated by this agreement are Proposed Lots 1, 2, 4, 5, 6 and 7 of proposed Block 1 and Lots 1, 2, 3 and 4 of proposed Block 2, as described in Exhibit "A".
  - b) That the proposed side yard setbacks located on the south side of Proposed Lot 1 and the proposed side yard setback located on the north side of Proposed Lot 2 in Proposed Block 1 shall be 0 feet, as the duplex unit will be located

immediately on the proposed lot line to separate the units. A similar agreement is made for Lot 4 and Lot 5 of proposed Block 1, Lot 6 and Lot 7 of proposed Block 1, Lot 9 and 10 of proposed Block 1 and Lot 1 and Lot 2 of Proposed Block 2, and Lot 3 and Lot 4 of Proposed Block 2.

- c) On Block 2, the backyard setback requirements shall be eliminated for Lots 1 through 7, as platted West 10<sup>th</sup> Street will more than likely not be developed in the future. The City acknowledges the extreme topographic and cost considerations that would be required to develop West 10<sup>th</sup> Street. As a result, the parties to this agreement stipulate that the Developer shall not construct any of the structures to extend west beyond the West 10<sup>th</sup> Street east right-of-way line extending from West Q Street to West K Street.
  - d) That the RM District requirement that the maximum lot coverage for all buildings shall not be more than fifty-five (55) percent of the total lot area is waived for all lots which will contain duplex units. Those lots are: Lot 1, 2, 4, 5, 6, 7, 9 and 10 of Block 1 and Lot 1, 2, 3 and 4 of Block 2.
  - e) There shall be a 10 foot (5 foot on each respective lot) utility easement between Lot 2 and Lot 3, Lot 5 and Lot 6 and Lot 8 and Lot 9 of Block 1 and Lot 2 and Lot 3, Lot 4 and Lot 5 and Lot 6 and Lot 7 of Block 2.
2. This Preliminary Planned Unit Development Agreement contains the entire subdivision agreement between the parties, and no statements, promises or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding; this contract may not be enlarged, modified, or altered except in writing signed by both parties and endorsed on this agreement.
  3. This agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and shall be binding upon heirs, executors, administrators, and subsequent title owners in interest, devisees, assignees, and successors of the Owner hereto.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

Jim Ulrich, President of the McCook  
Economic Development Corporation

\_\_\_\_\_  
Quillan Courts L.L.C., President

\_\_\_\_\_  
Mike Gonzales, Mayor of the City of McCook

# CLARY SUBDIVISION REPLAT NO. 3

## LOTS 1,2,3,4,5,6,7,8,9 and 10 BLOCK 1, LOTS 1,2,3,4,5,6 and 7 BLOCK 2, and WEST 9TH STREET

A REPLAT OF PART OF LOT 2, BLOCK 1, CLARY SUBDIVISION, AND LOT 2B, A REPLAT OF PART OF LOT 1, BLOCK 1, CLARY SUBDIVISION; EXCEPTING THE EAST 60 FEET OF LOT 2B, WHICH HAS BEEN DEDICATED AS WEST 8 1/2 STREET TO THE CITY OF MCCOOK WITH THE RECORDING OF CLARY SUBDIVISION REPLAT NO. 2, ALL IN THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA

**DEDICATION**  
 McCook Economic Development Corporation, as it appears on the foregoing Plat and as described in the Survey & Certificate is with the free consent and in full knowledge of the undersigned, the City of McCook, Nebraska, hereby dedicates to the public use and benefit, the following described street, alley, easements and other open areas to the public use and benefit.

By: JAMES P. URICH, JR. (PRESIDENT)  
 McCook Economic Development Corporation

**ACKNOWLEDGMENT**  
 Personally appeared before me a Notary Public in and for the State of Nebraska, the undersigned, JAMES P. URICH, JR. President of McCook Economic Development Corporation, who acknowledged to me that he executed the foregoing instrument and its counterparts for the purposes and to the effect stated in the foregoing act and deed.

Witness my hand and official seal this 10th day of August, 2015.  
 My commission expires 08/10/2017  
 Notary Public

**PLANNING COMMISSION APPROVAL**  
 This Plat was approved by the City of McCook, Red Willow County, Nebraska Planning Commission on this 10th day of August, 2015.

Notis Schneider, Secretary  
 Keith Winkler, Chairman  
 JOHN D. ALLEN  
 OWNER: JOHN D. ALLEN  
 ZONED: AGRICULTURAL

**MUNICIPAL APPROVAL**  
 This Plat was duly approved by the City of McCook, Red Willow County, Nebraska on this 10th day of August, 2015.

Legislative Clerk, City Clerk  
 Mike Gonsky, Mayor  
 JOHN D. ALLEN  
 OWNER: JOHN D. ALLEN  
 ZONED: RESIDENTIAL

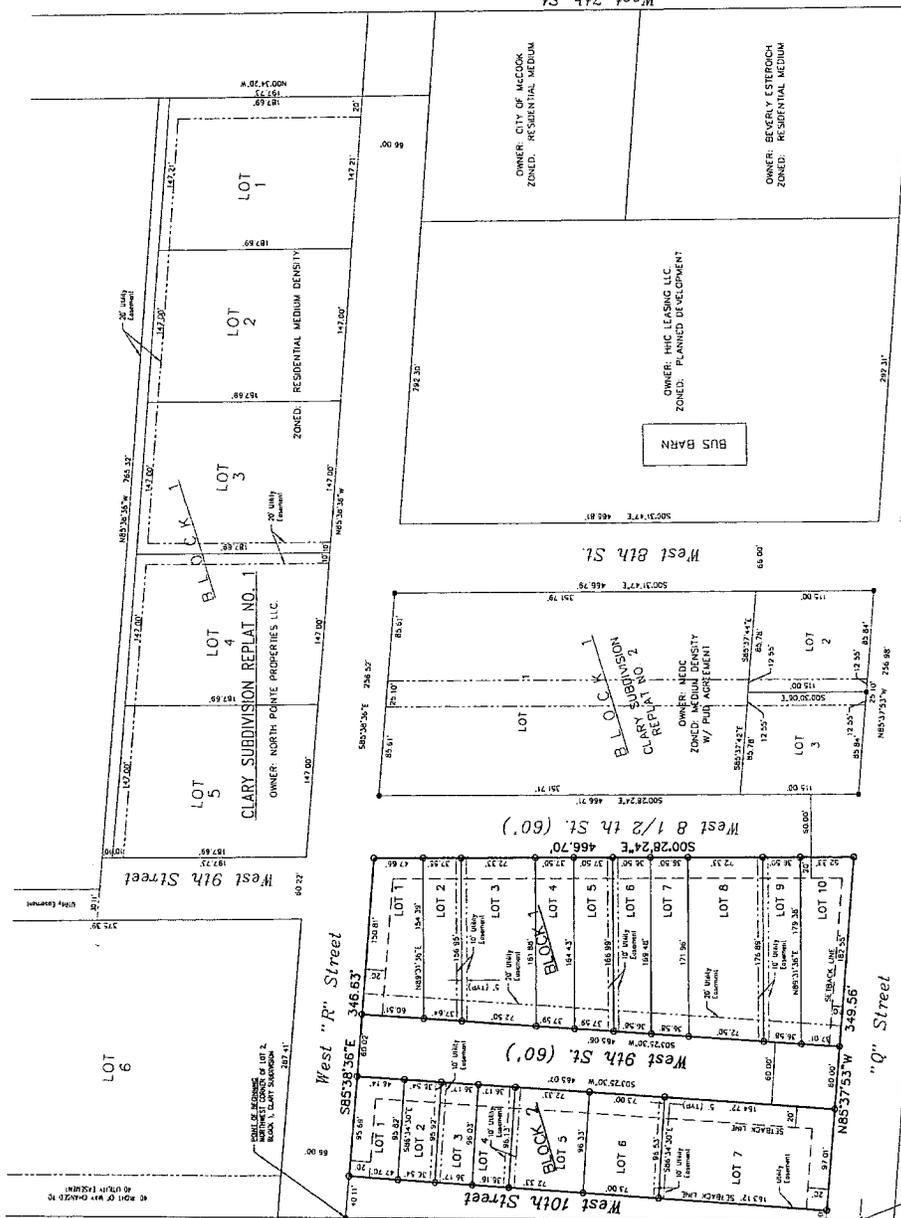
**RECORDING INFORMATION**  
 State of (Nebraska) County of (Red Willow)  
 Instrument No. \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 TIME: \_\_\_\_\_  
 Register of Deeds: Tom Telford

NEED TWO SETS BACK - 20'  
 SIX TWO SETBACKS - 5' ON OTHER SIDE  
 FOUR SETBACKS - 15' ON OTHER SIDE

Legend:  
 CONCRETE (REBAR)  
 ASPHALT  
 GRAVEL  
 PAVED  
 UNPAVED

Scale in Feet  
 0 30 60 120

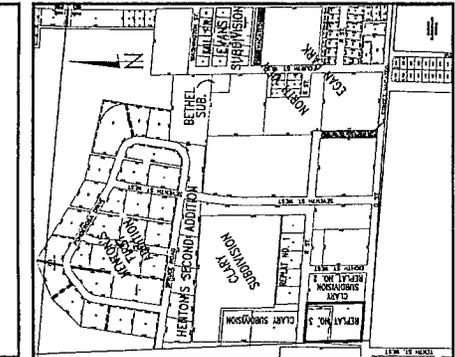
McCook Economic Development Corporation  
 108 E. 2nd St. McCook, NE 68901  
 Tel: 402-833-3333 Fax: 402-833-3333  
 www.mccookenebraska.com  
 AUGUST, 2015



**SURVEYORS CERTIFICATE**  
 I hereby state that during the month of August, 2015, I surveyed a tract of land which is part of CLARY SUBDIVISION, located in the NE 1/4 of Section 18, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska. This tract of land will now be referred to as CLARY SUBDIVISION REPLAT NO. 3, and is more particularly described as follows:  
 Beginning the NW corner of Lot 2, Block 1, CLARY SUBDIVISION to the City of McCook, Red Willow County, Nebraska, thence S85°38'36"E along the North line of said Block 1, a distance of 246.63 feet to a point, thence S00°28'24"E a distance of 486.70 feet to a point on the South line of said Block 1, thence N85°37'53"W along the East line of said Block 1, a distance of 466.39 feet to the NW corner of said Block 1, a distance of 466.39 feet to the point of beginning.

Said tract containing 3.77 acres, more or less, subject to any existing easements, right-of-way or restrictions of record.

GERHARD H. DRENTA, RLS 514



**OWNER**  
 McCook Economic Development Corporation  
 James P. Urich, Jr. (President)  
 108 E. 2nd St.  
 McCook, Nebraska 68901

**PLANNED UNIT DEVELOPMENT**  
**RESIDENTIAL MEDIUM DENSITY DISTRICT**

**SURVEYOR:**  
 Miller and Associates Consulting Engineers P.C.  
 108 E. 2nd St.  
 McCook, Nebraska  
 308-345-3710

**DEVELOPER:**  
 McCook Economic Development Corporation  
 Central City, Nebraska  
 (w/ Winchmore Estates, LLC & MEDCO)





**MCCOOK PLANNING COMMISSION  
REGULAR MEETING**

**MINUTES**

**Monday - December 14, 2015  
5:15 P.M. - City Council Chambers**

Present: Vice Chair Dueland; Commissioners Garey-Vickers, Harpst, Hilker, Lyons, Shipshock, Wolford; City Manager Schneider; City Attorney Mustion; City Clerk Doak.

Absent: Chair Vosburg; Commissioners Siegfried, Stevens.

Vice-Chair requested that Commissioner Garey-Vickers conduct the meeting in the absence of Chair Vosburg.

Commissioner Garey-Vickers 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 NOVEMBER 9, 2015 REGULAR MEETING.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Dueland, the Commission voted to approve the minutes of the November 9, 2015 meeting. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Harpst, Hilker, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

(2) PUBLIC HEARINGS:

ITEM A PUBLIC HEARING - REQUEST FOR A SPECIAL EXCEPTION TO ALLOW A COMMERCIAL WELL BUSINESS IN AN AGRICULTURAL (AG) DISTRICT LOCATED WITHIN THE TWO MILE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF MCCOOK; A PART OF WILLOW GROVE PRECINCT 7-3-29 PT NW/4NW, RED WILLOW COUNTY, NEBRASKA; A TRACT OF LAND CONTAINING 8.53 ACRES MORE OR LESS LOCATED AT 38404 ROAD 719; PROJECT SPONSOR/DEVELOPER - RICK & LISA WILCOX, WILCOX WELL DRILLING; LAND OWNER - JOE & JULIE GILLESPIE, GILLESPIE VETERINARY SERVICE.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Dueland, the Commission voted to recess as the Planning Commission and convene as a Hearing Board for the purpose of receiving public comment on the request for a special exception to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook; a part of Willow Grove Precinct 7-3-29 Pt NW/4NW, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719; Project Sponsor/Developer - Rick & Lisa Wilcox, Wilcox Well Drilling; Land owner - Joe & Julie Gillespie, Gillespie Veterinary Service. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

The Commission received into evidence Exhibit #1 - City Manager's Report prepared for the December 14, 2015 Planning Commission meeting (1 page); Exhibit #2 - Notice of Hearing (1 page); Exhibit #3 - ownership mailing list receiving advanced Notice of Hearing (1 page); and Exhibit - #4 - Land Use Application (6 pages).

**EXHIBIT #7 - 6 PAGES**

City Manager Schneider reviewed the information presented in the City Manager's Report; An application for a special exception has been submitted by Wilcox Well Drilling to allow for a commercial business in the AG District. Upon review of the application, it was not specifically stated what the exact business would be. Staff contacted the applicant's real estate agent, Golden Plains Realty, and were informed that the business was a commercial well service business. Essentially, the applicant would be moving their operation from their current location, which is located in the AG District, to the requested location. On review of the Article 7 special exceptions provision, it is stated that the City Council may specially permit commercial uses for a number of purposes. While a well service business is not specifically mentioned, the ordinance does contain a clause which allows for additional commercial businesses to be considered. It is Staff's belief that this request falls within the intent of the ordinance.

Concerns expressed by the Commission included the possible need for fencing, some type of screening or buffering, possibly not the entire area, but maybe areas used for storage - did not want to cause any issues for the residential currently in the area; any needed signage and where will it be located; is this a retail business; have ingress and egress issues been addressed; and the need for the applicant to address special exception considerations a - i before the Council considers the request.

No one else was present to comment.

Upon a motion by Commissioner Wolford, by Commissioner Dueland, Commission voted to close the public hearing and reconvene as a Planning Commission. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM B RECOMMEND TO THE CITY COUNCIL APPROVAL OF THE REQUEST FOR A SPECIAL EXCEPTION TO ALLOW A COMMERCIAL WELL BUSINESS IN AN AGRICULTURAL (AG) DISTRICT LOCATED WITHIN THE TWO MILE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF MCCOOK; A PART OF WILLOW GROVE PRECINCT 7-3-29 PT NW/4NW, RED WILLOW COUNTY, NEBRASKA; A TRACT OF LAND CONTAINING 8.53 ACRES MORE OR LESS LOCATED AT 38404 ROAD 719; PROJECT SPONSOR/DEVELOPER - RICK & LISA WILCOX, WILCOX WELL DRILLING; LAND OWNER - JOE & JULIE GILLESPIE, GILLESPIE VETERINARY SERVICE; THAT THE GRANTING OF THE SPECIAL EXCEPTION WILL NOT ADVERSELY AFFECT THE PUBLIC INTEREST; AND THAT SATISFACTORY PROVISIONS AND ARRANGEMENTS HAVE BEEN MADE BY THE APPLICANT CONCERNING SPECIAL EXCEPTION CONSIDERATIONS A - I.

Commission discussion included the concerns expressed during the public hearing and the need for the applicant to address special exception considerations a - i before consideration by the Council.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Dueland, the Commission voted to recommend to the City Council approval of the request for a special exception to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook; a part of Willow Grove Precinct 7-3-29 Pt NW/4NW, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719; Project Sponsor/Developer - Rick & Lisa Wilcox, Wilcox Well Drilling; Land owner - Joe & Julie Gillespie, Gillespie Veterinary Service; that the granting of the special exception will not adversely affect the public interest; and that satisfactory provisions and arrangements have been made by the applicant concerning Special Exception Considerations a - i. The motion passed upon the following roll call vote: YEA:

Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM C PUBLIC HEARING - CONSIDER THE FINAL CLARY SUBDIVISION REPLAT NO.3, LOTS 1 - 10, BLOCK 1, LOTS 1 - 7, BLOCK 2, AND WEST 9<sup>TH</sup> STREET, A REPLAT OF PART OF LOT 2, BLOCK 1, CLARY SUBDIVISION, AND LOT 2B, A REPLAT OF PART OF LOT 1, BLOCK 1, CLARY SUBDIVISION; EXCEPTING THE EAST 60 FEET OF LOT 2B, WHICH HAS BEEN DEDICATED AS WEST 8 ½ STREET TO THE CITY OF MCCOOK WITH THE RECORDING OF CLARY SUBDIVISION REPLAT NO. 2, ALL IN THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Shipshock, the Commission voted to recess as the Planning Commission and convene as a Hearing Board for the purpose of receiving public comment on the proposed Final Clary Subdivision Replat No.3, Lots 1 - 10, Block 1, Lots 1 - 7, Block 2, and West 9<sup>th</sup> Street, a Replat of Part of Lot 2, Block 1, Clary Subdivision, and Lot 2B, a Replat of Part of Lot 1, Block 1, Clary Subdivision; Excepting the East 60 Feet of Lot 2B, Which has been dedicated as West 8 ½ Street to the City of McCook with the Recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

The Commission received into evidence Exhibit #1 - City Manager's Report prepared for the December 14, 2015 Planning Commission meeting (2 pages); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - ownership mailing list receiving advanced Notice of Hearing (3 pages); Exhibit #4 - map of Clary Subdivision Replat No. 3 (1 page); Exhibit #5 - map of Clary Subdivision Replat No. 3 Utilities (1 page); Exhibit #6 - Subdivision Agreement and Maps (3 pages); and Exhibit #7 - Planned Unit Development Agreement for Quillan Courts (2 pages).

City Manager Schneider reviewed the information presented in the City Manager's Report; At the Planning Commission meeting in October, the Quillan Courts Redevelopment Plan was presented and approval was recommended and made to and by the City Council. At the November Planning Commission meeting a Preliminary Subdivision Replat and Preliminary Subdivision Agreement was presented and approved for recommendation. The City Council approved both items. As part of this project, it is necessary to properly subdivide the property in order to build and locate the single family and duplex structures. An application has been presented asking for the City to consider Replat No. 3, attached to your packets. This particular issue is different from a major subdivision because the Clary Village is in existence and a replat is necessary in order to meet City zoning and subdivision requirements. Along with the approval of the Replat No. 3, it is necessary to enter into a subdivision agreement in order to set the duties and responsibilities of the parties to this project. A final subdivision agreement is included with this item to the Plan for the Planning Commission's consideration. There are several items included in the agreement. First, the parties are in agreement that West 9<sup>th</sup> Street will be accepted by the City as a conforming street. Second, the parties will incorporate the Planned Unit Development Agreement into the Subdivision Agreement. Third, all existing sidewalks will be allowed to remain as is. New sidewalks on the east side of both blocks will be required to follow City of McCook Subdivision requirements. The north side of Block 1 shall have paved sidewalk, but due to drainage concerns, it will be located directly behind the street curb. There will not be sidewalk on the west side of Block 1 as detention ponds will not allow for sidewalk development. The lack of sidewalk should not interfere with the residents of Quillan Courts as there are no structures located on the west side of Block 1. Staff feels it is important that there is a through sidewalk on the east side of Block 2 to provide one continuous sidewalk from West R Street to West Q Street. ADA approved crosswalks will be part of the

project. Fourth, as mentioned, detention ponds are required as part of this project. The ponds will be located on the west side of Block 1. These detention ponds were considered when the Clary Village project was being proposed. The ponds should slow drainage coming from the new construction. The drainage will still be directed to the end of developed West 10<sup>th</sup> Street, but there should be no increase in the amount of runoff at this location. Fifth, water and sewer will be part of the project, with it being noted that the water line will run along the east side of Block 2 and the sewer line will run along the west side of Block 1. One fire hydrant will have to be located at the corner of West Q Street and West 9<sup>th</sup> Street. Sixth, the Developer will be responsible for providing street light as outlined in our regulations.

City Manager Schneider noted water line indicated in Exhibit #5 will be revised to show its extension to "Q" Street, he also reviewed the presented Subdivision Agreement and the Planned Unit Development Agreement for Quillan Courts.

No one else was present to comment.

Upon a motion by Commissioner Harpst, seconded by Commissioner Dueland, the Commission voted to close the public hearing and reconvene as a Planning Commission. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM D RECOMMEND APPROVAL TO THE MCCOOK CITY COUNCIL OF THE CREATION OF CLARY SUBDIVISION REPLAT NO. 3, LOTS 1 - 10, BLOCK 1, LOTS 1 - 7, BLOCK 2, AND WEST 9<sup>TH</sup> STREET, A REPLAT OF PART OF LOT 2, BLOCK 1, CLARY SUBDIVISION, AND LOT 2B, A REPLAT OF PART OF LOT 1, BLOCK 1, CLARY SUBDIVISION; EXCEPTING THE EAST 60 FEET OF LOT 2B, WHICH HAS BEEN DEDICATED AS WEST 8½ STREET TO THE CITY OF MCCOOK WITH THE RECORDING OF CLARY SUBDIVISION REPLAT NO. 2, ALL IN THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Wolford, the Commission voted to recommend approval to the McCook City Council the requested creation of Clary Subdivision Replat No. 3, Lots 1 - 10, Block 1, Lots 1 - 7, Block 2, and West 9<sup>th</sup> Street, a Replat of part of Lot 2, Block 1, Clary Subdivision, and Lot 2B, a Replat of part of Lot 1, Block 1, Clary Subdivision; excepting the East 60 feet of Lot 2B, which has been dedicated as West 8½ Street to the City of McCook with the recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM E RECOMMEND APPROVAL OF THE FINAL SUBDIVISION AGREEMENT FOR CLARY SUBDIVISION REPLAT NO. 3 BETWEEN THE CITY OF MCCOOK, THE MCCOOK ECONOMIC DEVELOPMENT CORPORATION AND QUILLAN COURTS, L.L.C.

Commissioner Dueland stated that he serves on the MEDC Board, due to a possible conflict of interest he would be abstaining from the vote on this item.

Commissioner Garey-Vickers introduced a motion to recommend to the City Council approval of the Final Subdivision Agreement for Clary Subdivision Replat No. 3 between the City of McCook, the McCook Economic Development Corporation and Quillan Courts, L.L.C. Commissioner Wolford seconded the motion.

Upon a motion by Commissioner Wolford, seconded by Commissioner Shipshock, the Commission voted to amend the presented agreement to include language regarding who is responsible for maintenance of the detention ponds. The motion passed upon the following roll call vote: YEA: Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSTAIN: Dueland. ABSENT: Siegfried, Stevens, Vosburg.

Commissioner Garey-Vickers then stated the question: "Shall the motion on the floor be approved as amended?" The motion passed upon the following roll call vote: YEA: Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSTAIN: Dueland. ABSENT: Siegfried, Stevens, Vosburg.

ITEM F PUBLIC HEARING - CONSIDER THE FINAL PLANNED DEVELOPMENT DISTRICT TO BE KNOWN AS QUILLAN COURTS PLANNED DEVELOPMENT DISTRICT, SAID DISTRICT TO BE LOCATED BETWEEN WEST 10<sup>TH</sup> STREET AND WEST 8 ½ STREET AND WEST R STREET AND WEST Q STREET (AS DIAGRAMED IN PROPOSED REPLAT CLARY SUBDIVISION REPLAT NO. 3, CLARY SUBDIVISION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA).

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Wolford, the Commission voted to recess as the Planning Commission and convene as a Hearing Board for the purpose of receiving public comment on the Final Planned Development District to be known as Quillan Courts Planned Development District, said District to be located between West 10<sup>th</sup> Street and West 8 ½ Street and West R Street and West Q Street (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska). The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

The Commission received into evidence Exhibit #1 - City Manager's Report prepared for the December 14, 2015 Planning Commission meeting (2 pages); Exhibit #2 - Notice of Hearing (1 page); Exhibit #3 - ownership mailing list receiving advanced Notice of Hearing (2 pages); Exhibit #4 - proposed Resolution No. PC2015-07 (1 pages); Exhibit #5 - proposed Planned Unit Development Agreement, including maps (5 pages).

City Manager Schneider reviewed the presented Planned Unit Development District during consideration of Public Hearing Item C. The need for the Planned Unit Development District is due to the nature of the proposed residential structures and the proposed lots located on this site. The developer is proposing that the duplex units be placed on individual lots as opposed to one lot for each of the two units. The request would violate lot size and setback requirements. The only practical way to achieve the desired development is to create a Planned Unit Development District. By creating a Planned Unit Development, exceptions can be made to the Residential Medium Density District zoning requirements, assuring enough flexibility to construct the duplexes. A Planned Unit Development District agreement will need to be completed. A rough draft is attached to this report. A complete, final agreement will be brought back to the Planning Commission when there is a finalized Planned Unit Development to be reviewed. The planned unit development would be consistent with the proposed future land use of the Comprehensive Plan.

No one else was present to comment.

Upon a motion by Commissioner Garey-Vickers, by Commissioner Harpst, voted to close the public hearing and reconvene as a Planning Commission. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock,

Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM G APPROVE RESOLUTION NO. PC2015-08 RECOMMENDING TO THE MCCOOK CITY COUNCIL APPROVAL OF THE FINAL PLANNED DEVELOPMENT DISTRICT TO BE KNOWN AS QUILLAN COURTS PLANNED DEVELOPMENT DISTRICT (AS DIAGRAMED IN PROPOSED REPLAT CLARY SUBDIVISION REPLAT NO. 3, CLARY SUBDIVISION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA).

Upon a motion by Wolford, seconded by Commissioner Shipshock, the Commission voted to approve Resolution No. PC2015-08 recommending to the McCook City Council approval of the Preliminary Planned Development District to be known as Quillan Courts Planned Development District (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska). The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSTAIN: Dueland. ABSENT: Siegfried, Stevens, Vosburg.

City Manager Schneider informed the Commission that in the near future an item will be on the City Council agenda regarding the process of annexation, how it is completed and how we should move forward. He encouraged all Commissioners to attend this meeting.

(3) ADJOURNMENT.

With no further business, Acting Chair Garey-Vickers declared the Planning Commission meeting adjourned at 6:10 P.M.

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Lea Ann Doak  
Recording Secretary

**CITY MANAGER'S REPORT  
DECEMBER 14, 2015 CITY COUNCIL MEETING**

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**ITEM:**          **4A**  

Approve the minutes of the December 7, 2015 regular City Council meeting.

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**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**     None.

**RECOMMENDATION:**

Approve the minutes of the December 7, 2015 regular City Council meeting.

**APPROVALS:**

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

December 17, 2015

MCCOOK CITY COUNCIL  
December 7, 2015  
6:30 P.M.

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 6:30 o'clock P.M. in the City Council Chambers.

Present: Mayor Gonzales, Councilmembers Hepp, Calvin, McDowell, Weedon.

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Police Chief Brown, Utilities Director Dutcher, Fire Chief Harpham, and Public Works Director Potthoff.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on November 25, 2015, 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 Acknowledgment 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 Gonzales announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Gonzales called the meeting to order.

**1. Citizen's comments.**

No one was present for citizen's comments.

**2. Announcements & Recognitions.**

Utilities Director Dutcher informed the Council that service was briefly interrupted during the construction of the East 5<sup>th</sup> and Centennial water main improvements. The project is expected to be completed by the end of the week.

City Manager Schneider informed the Council that in order to address annexation, which is among several goals set by Council, staff has contacted Craig Bennet of Miller & Associates for assistance in explaining the process. This item will be presented to the Council in the near future so that they can become informed on the process and they can then make a decision on how we should proceed.

Mr. Schneider also informed the Council that he has been working with Miller & Associates to provide a workshop regarding the statutory rules and responsibilities of the Council. The possibility of offering the workshop to other area Councils is being considered since the topics would be beneficial to them also.

**3. Consent Agenda.**

A. Approve the minutes of the November 16, 2015 regular City Council meeting.

Upon a motion by Councilmember Weedin, seconded by Councilmember Hepp, the Council voted to approve the minutes of the November 16, 2015 regular City Council meeting. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

- B. Approve the bid specifications for Ballpark Concessions at the Jaycee Ball Complex and Felling Field and set the date to receive bids as December 29, 2015 at 2:00 P.M.

Upon a motion by Councilmember Weedin, seconded by Councilmember Hepp, the Council voted to approve the bid specifications for Ballpark Concessions at the Jaycee Ball Complex and Felling Field and set the date to receive bids as December 29, 2015 at 2:00 P.M. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

- C. Award the bid for two (2) new 2016 3/4 ton 4-wheel drive pickup trucks to Wagner Ford in the amount of \$51,940.00, it being the lowest most responsible bid.

Upon a motion by Councilmember Weedin, seconded by Councilmember Hepp, the Council voted to award the bid for two (2) new 2016 3/4 ton 4-wheel drive pickup trucks to Wagner Ford in the amount of \$51,940.00, it being the lowest most responsible bid. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

- D. Approve the request from Ronda Graff to utilize Barnett Park for their 2015 Reindeer Run on Saturday, December 19, 2015 beginning at 10:00 A.M.

Upon a motion by Councilmember Weedin, seconded by Councilmember Hepp, the Council voted to approve the request from Ronda Graff to utilize Barnett Park for their 2015 Reindeer Run on Saturday, December 19, 2015 beginning at 10:00 A.M. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

#### **4. Regular Agenda.**

- A. Recommend to the Department of Transportation to accept the proposal from Boutique Air to operate 12 nonstop round trips per week from McCook Ben Nelson Regional Airport to Denver International Airport as voted upon by the Airport Advisory Commission.

Upon a motion by Councilmember Weedin, seconded by Councilmember Hepp, the Council voted to recommend to the Department of Transportation to accept the proposal from Boutique Air to operate 12 nonstop round trips per week from McCook Ben Nelson Regional Airport to Denver International Airport as voted upon by the Airport Advisory Commission. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

Discussion included that this was the way to go, Boutique Air understood and prepared for changes made to federal pilot requirements in recent years, the planes proposed fit our communities needs, the need for marketing as included in their proposal, and how soon would they be able to start since the City is still contractually obligated to Great Lakes; Great Lakes' financial situation and that they were given a chance but did not fulfill their obligations; and appreciation of the proposal presented by Aerodynamics Inc. to provide service via passenger jet.

- B. Approve Ordinance No. 2015-2925 providing for the modification of Article 12, Central Business District, of the McCook Zoning Ordinance, adding funeral homes, funeral chapels,

and funeral services as permitted principal structures in the Central Business District (CB) upon its second reading.

Ordinance No. 2015-2925 entitled, "AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE AMENDMENT OF MCCOOK ZONING ORDINANCE NO. 2013-2897, ARTICLE 12 - CENTRAL BUSINESS DISTRICT (CB), SECTION 1202 - PERMITTED PRINCIPAL USES AND STRUCTURES, ADDING FUNERAL HOMES, FUNERAL CHAPELS, AND FUNERAL SERVICES; PROVIDING FOR THE REPEAL OF ANY AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.", was considered upon its second reading.

Ordinance No. 2015-2925 was read by title only. Motion was made by Councilmember Weedin, seconded by Councilmember McDowell, to approve Ordinance No. 2015-2925 on its second reading. Upon roll call vote the following Councilmembers voted YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None. Motion carried. Whereupon the Mayor declared said Ordinance No. 2015-2925 approved on its second reading.

C. Council Comments.

Council comments included thanking Linda Taylor, Nebraska Public Power, Great Plains Communications, City Staff, and the Chamber of Commerce for working together on the lighting of the Norris Islands for Christmas, it is amazing what can be accomplished as a group.

Councilmember Calvin thanked Utilities Director Dutcher and his staff for the excellent assistance he received with a water leak this past week at his home.

▪ **Adjournment.**

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 7:05 P.M.

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Michael D. Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING**

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**ITEM: 4B**

**RECOMMENDATION:**

**AWARD THE BID FOR ONE (1) NEW 4-WHEEL DRIVE RUBBER-TIRED LOADER, TO BE USED AT THE TRANSFER STATION, TO NEBRASKA MACHINERY IN THE AMOUNT OF \$132,225.00 IT BEING THE LOWEST RESPONSIBLE BID.**

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**BACKGROUND:**

On Tuesday, December 8, 2015 sealed bids for one new 4-wheel drive rubber-tired loader for the Transfer Station were opened. Nebraska Machinery submitted the lone bid of \$132,225.00, bidding a Caterpillar 926M Hi Lift. This machine is also being bid with a repurchase agreement that states, that in 5 years or 7,500 hours, whichever comes first and as long as the machine is in good working condition with no broken glass or sheet metal damage and the tires are 50% or better, the repurchase price for this machine will be \$64,000.

We did receive a letter from John Webster with Murphy Tractor stating that they would not be able to bid due to the specifications required on the reach of the boom. The specification was written to meet the reach requirements for loading the semi trailers at the Transfer Station. Titan Machinery also received a bid specification but did not submit a bid.

The Delivery date for this machine is estimated to be 90 days.

**FISCAL  
IMPACT:** None.

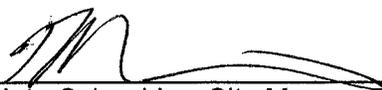
**RECOMMENDATION:**

**AWARD THE BID FOR ONE (1) NEW 4-WHEEL DRIVE RUBBER-TIRED LOADER, TO BE USED AT THE TRANSFER STATION, TO NEBRASKA MACHINERY IN THE AMOUNT OF \$132,225.00 IT BEING THE LOWEST RESPONSIBLE BID.**

**APPROVALS:**

  
\_\_\_\_\_  
Kyle Pötthoff, Public Works Director

December 15, 2015

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

December 15, 2015

BIDDER: CAT

Nebr Machinery Co

ONE (1) NEW 4-WHEEL DRIVE RUBBER-TIRED LOADER

- (1) Net cost as per specifications \$ 180,225
- (2) Less Trade-in \$ (48,000)
- (3) Net trade difference \$ 132,225  
(Actual price paid by the City of McCook)
- (4) Less: "Guaranteed Repurchase Price for 5 years or 7,500 hours, whichever comes first" - \$ 64,000
- (5) TOTAL COST PRICE \$ 68,225  
Line 3, less line 4

MAKE 2016 MODEL 926 M Hi Lift

DELIVERY DATE 90 days

BIDDER:

ONE (1) NEW 4-WHEEL DRIVE RUBBER-TIRED LOADER

- (1) Net cost as per specifications \$ \_\_\_\_\_
- (2) Less Trade-in \$ \_\_\_\_\_
- (3) Net trade difference \$ \_\_\_\_\_  
(Actual price paid by the City of McCook)
- (4) Less: "Guaranteed Repurchase Price for 5 years or 7,500 hours, whichever comes first" - \$ \_\_\_\_\_
- (5) TOTAL COST PRICE \$ \_\_\_\_\_  
Line 3, less line 4

MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

DELIVERY DATE \_\_\_\_\_

BIDDER:

ONE (1) NEW 4-WHEEL DRIVE RUBBER-TIRED LOADER

- (1) Net cost as per specifications \$ \_\_\_\_\_
- (2) Less Trade-in \$ \_\_\_\_\_
- (3) Net trade difference \$ \_\_\_\_\_  
(Actual price paid by the City of McCook)
- (4) Less: "Guaranteed Repurchase Price for 5 years or 7,500 hours, whichever comes first" - \$ \_\_\_\_\_
- (5) TOTAL COST PRICE \$ \_\_\_\_\_  
Line 3, less line 4

MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

DELIVERY DATE \_\_\_\_\_

BIDDER:

ONE (1) NEW 4-WHEEL DRIVE RUBBER-TIRED LOADER

- (1) Net cost as per specifications \$ \_\_\_\_\_
- (2) Less Trade-in \$ \_\_\_\_\_
- (3) Net trade difference \$ \_\_\_\_\_  
(Actual price paid by the City of McCook)
- (4) Less: "Guaranteed Repurchase Price for 5 years or 7,500 hours, whichever comes first" - \$ \_\_\_\_\_
- (5) TOTAL COST PRICE \$ \_\_\_\_\_  
Line 3, less line 4

MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

DELIVERY DATE \_\_\_\_\_

Leo Ann Cook

31 [Signature]

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING**

---

**ITEM:**                **4C**    

**RECOMMENDATION:**

**APPROVE THE RECOMMENDATION OF THE FUEL CONTRACT ADVISORY COMMITTEE TO CONTINUE THE FUEL PURCHASE AGREEMENT, FOR CALENDAR YEAR 2016, WITH FRENCHMAN VALLEY COOPERATIVE, INC TO PURCHASE FUEL FOR GOVERNMENT VEHICLES.**

---

**BACKGROUND:**

According to the interlocal cooperation act agreement between the City of McCook and Red Willow County for the purchase of fuel, dated December 6, 2004, the Fuel Contract Advisory Committee shall make a recommendation each year to each participating governing board as to the awarding of a contract for bulk fuel purchase.

**FISCAL  
IMPACT:**        None.

**RECOMMENDATION:**

**APPROVE THE RECOMMENDATION OF THE FUEL CONTRACT ADVISORY COMMITTEE TO CONTINUE THE FUEL PURCHASE AGREEMENT, FOR CALENDAR YEAR 2015, WITH FRENCHMAN VALLEY COOPERATIVE, INC TO PURCHASE FUEL FOR GOVERNMENT VEHICLES.**

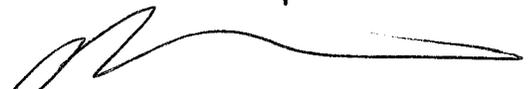
**APPROVALS:**

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

December 4, 2015

  
\_\_\_\_\_  
Marc Harpham, Fire Chief

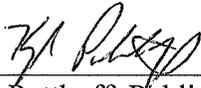
December 4, 2015

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

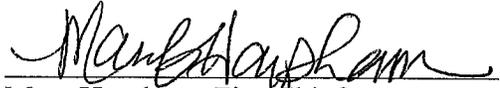
December 4, 2015

## LETTER OF RECOMMENDATION

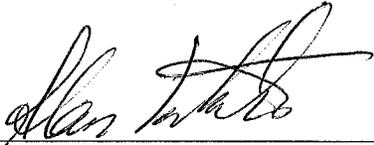
It is the recommendation of the Fuel Contract Advisory Committee to enter into an agreement with Frenchman Valley Cooperative, Inc. to purchase fuel for Government vehicles for calendar year 2016.



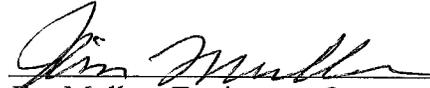
\_\_\_\_\_  
Kyle Potthoff, Public Works Director  
City of McCook



\_\_\_\_\_  
Marc Harpham, Fire Chief  
City of McCook



\_\_\_\_\_  
Alan Kotschwar, County Sheriff  
Red Willow County



\_\_\_\_\_  
Jim Mullen, Equipment Operator  
Red Willow County

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING**

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**ITEM: 4D**

Approve the application for a Special Designated Liquor License submitted by Schmick's Market, Inc., Liquor License #IDK-084561, for a Rotary Dance/Reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on February 13, 2016 from 4:00 P.M. to 11:59 P.M.

---

**BACKGROUND:**

Schmick's will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications. Approval of this request is also approving consumption of alcohol in the auditorium.

**FISCAL  
IMPACT:** None.

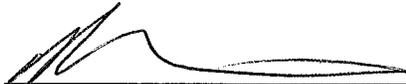
**RECOMMENDATION:**

Approve the application for a Special Designated Liquor License submitted by Schmick's Market, Inc., Liquor License #IDK-084561, for a Rotary Dance/Reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on February 13, 2016 from 4:00 P.M. to 11:59 P.M.

**APPROVALS:**

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

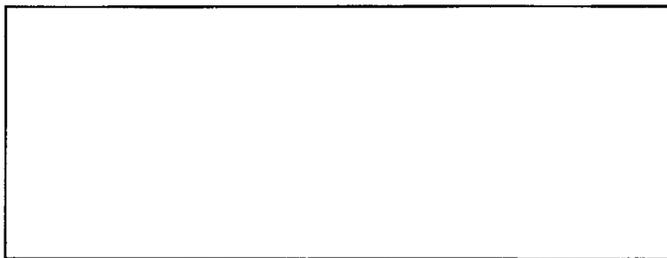
December 16, 2015

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

December 16, 2015

## APPLICATION FOR SPECIAL DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



### Special Designated License (SDL) Application Quick Checklist

#### Requirements:

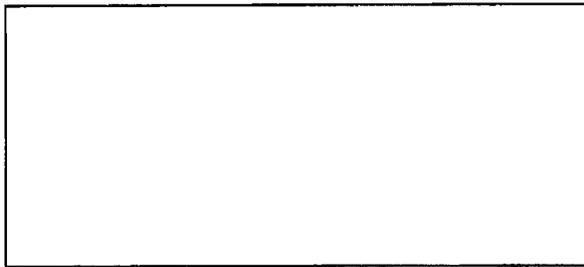
- Application **MUST** include approval from the local governing body (city, village or county clerk of where the event is to be held). Contact this jurisdiction for further requirements. **EFFECTIVE MAY 1, 2015, applications will no longer be accepted without the local approval attached to the application.**
- Only 501c Non-profit organizations or Retail license holders can apply for a Special Designated License. No SDL will be issued to Retail license holders operating under a Temporary Operating Permit (TOP).
- Include \$40 fee for each day/area. Check is payable to the Nebraska Liquor Control Commission (NLCC). If you have a Catering license, there are no fees required. You may also pay online at <http://www.lcc.nebraska.gov/>
- **Applicant** is responsible for all paperwork and fees being sent to the NLCC office before the 10-day deadline. It is not the responsibility of the local governing body to send the application to the NLCC.
- When requesting alternate date(s) and/or location(s), approval from local governing body must include approval for these alternate date(s) and/or locations(s). If requesting sales on Sunday, attach copy of local ordinance or resolution.
- Application must be received in Nebraska Liquor Control Commission (NLCC) office a **MINIMUM** of ten (10) business days prior to date of event (weekends, holidays & date of event are not included in this count). **NO EXCEPTIONS!**  
\*See the calendar on our website at:  
<http://www.lcc.nebraska.gov/pdfs/SDL%20Calender%20SEPT%202015%20-JAN%202017.pdf>
- When requesting an outdoor area, you must include a box-type diagram of the area to be licensed.
- Non Caterer applicants are only allowed six (6) SDLs per calendar year, this includes consecutive days used on one application (i.e. July 4 – 9 = 6 days).
- Only twelve (12) SDLs will be issued at any specific location that could otherwise hold a liquor license.

#### Non Profit Application **MUST:**

- Include page five (5) of application showing Federal ID number.
- When requesting an exemption from NLCC rules; i.e. waiver of double fencing, request must be received in (NLCC) office a **MINIMUM** of 30 days prior to the date of the event; waiving double fence must complete Form 140.

**APPLICATION FOR SPECIAL DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



DO YOU NEED POSTERS? YES  NO

**NON PROFIT APPLICANTS**

(Check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-55441)

IDK-084561

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: Schmick, Tyler William, Schmick's Market Inc.

ADDRESS: 212 Westview Plaza

CITY McCook ZIP 69001

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME McCook City Auditorium

ADDRESS: 302 West 5th St. CITY McCook

ZIP 69001 COUNTY and COUNTY # Red Willow #48

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

4. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

|                              |                      |                      |                      |                      |                      |
|------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Date<br>Feb 13th, 2016       | Date                 | Date                 | Date                 | Date                 | Date                 |
| <u>Hours</u><br>From<br>4 pm | <u>Hours</u><br>From | <u>Hours</u><br>From | <u>Hours</u><br>From | <u>Hours</u><br>From | <u>Hours</u><br>From |
| To<br>11:59 pm               | To                   | To                   | To                   | To                   | To                   |

- a. Alternate date: \_\_\_\_\_
- b. Alternate location: \_\_\_\_\_  
(Alternate date or location must be specified in local approval)

5. Indicate type of activity to be carried on during event:

Dance  Reception  Fund Raiser \_\_\_\_\_ Beer Garden \_\_\_\_\_ Sampling/Tasting \_\_\_\_\_  
Other Rotary Dance \_\_\_\_\_

6. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET<sup>55</sup> \_\_\_\_\_ x <sup>100</sup> \_\_\_\_\_  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered IN FEET \_\_\_\_\_ x \_\_\_\_\_  
\*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)

If outdoor area, how will premises be enclosed?

\_\_\_ Fence; \_\_\_ snow fence \_\_\_ chain link \_\_\_ cattle panel  
\_\_\_ other \_\_\_\_\_  
\_\_\_ Tent

7. How many attendees do you expect at event? <sup>150</sup> \_\_\_\_\_

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

We will card anyone who looks under the age of 30.

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

10. Where will you be purchasing your alcohol?

Wholesaler \_\_\_\_\_ Retailer \_\_\_\_\_ Both X BYO \_\_\_\_\_  
(includes wineries)

11. Will there be any games of chance operating during the event? YES  NO

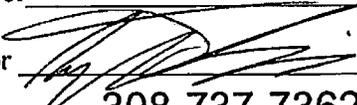
If so, describe activity \_\_\_\_\_

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: \_\_\_\_\_

13. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor Tyler Schmick

Signature of Event Supervisor 

Event Supervisor phone: Before 308-737-7362 During 308-737-7362

Email address schmicksmarket@gmail.com

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here   
Authorized Representative/Applicant

Owner / VP 12-7-2015  
Title Date

Tyler Schmick  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING**

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ITEM: **4E**

Approve the application for a Special Designated Liquor License submitted by Schmick's Market, Inc., Liquor License #IDK-084561, for a reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on June 18, 2016 from 4:00 P.M. to 11:59 P.M.

---

**BACKGROUND:**

Schmick's will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications. Approval of this request is also approving consumption of alcohol in the auditorium.

**FISCAL**

**IMPACT:** None.

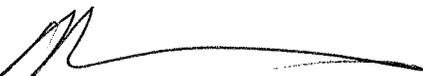
**RECOMMENDATION:**

Approve the application for a Special Designated Liquor License submitted by Schmick's Market, Inc., Liquor License #IDK-084561, for a reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on June 18, 2016 from 4:00 P.M. to 11:59 P.M.

**APPROVALS:**

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

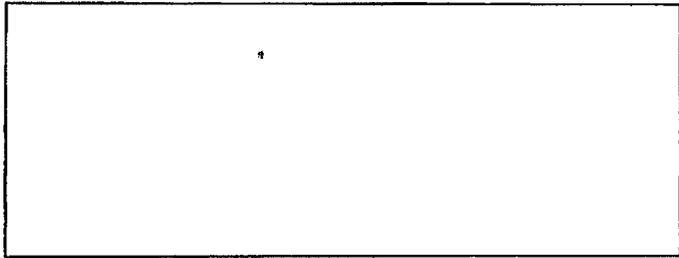
December 16, 2015

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

December 16, 2015

## APPLICATION FOR SPECIAL DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



### Special Designated License (SDL) Application Quick Checklist

#### Requirements:

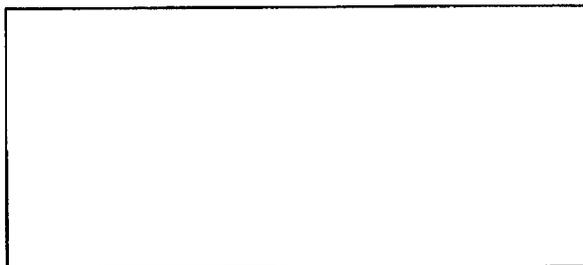
- Application **MUST** include approval from the local governing body (city, village or county clerk of where the event is to be held). Contact this jurisdiction for further requirements. **EFFECTIVE MAY 1, 2015, applications will no longer be accepted without the local approval attached to the application.**
- Only 501c Non-profit organizations or Retail license holders can apply for a Special Designated License. No SDL will be issued to Retail license holders operating under a Temporary Operating Permit (TOP).
- Include \$40 fee for each day/area. Check is payable to the Nebraska Liquor Control Commission (NLCC). If you have a Catering license, there are no fees required. You may also pay online at <http://www.lcc.nebraska.gov/>
- **Applicant** is responsible for all paperwork and fees being sent to the NLCC office before the 10-day deadline. It is not the responsibility of the local governing body to send the application to the NLCC.
- When requesting alternate date(s) and/or location(s), approval from local governing body must include approval for these alternate date(s) and/or locations(s). If requesting sales on Sunday, attach copy of local ordinance or resolution.
- Application must be received in Nebraska Liquor Control Commission (NLCC) office a **MINIMUM** of ten (10) business days prior to date of event (weekends, holidays & date of event are not included in this count). **NO EXCEPTIONS!**  
\*See the calendar on our website at:  
<http://www.lcc.nebraska.gov/pdfs/SDL%20Calender%20SEPT%202015%20-JAN%202017.pdf>
- When requesting an outdoor area, you must include a box-type diagram of the area to be licensed.
- Non Caterer applicants are only allowed six (6) SDLs per calendar year, this includes consecutive days used on one application (i.e. July 4 – 9 = 6 days).
- Only twelve (12) SDLs will be issued at any specific location that could otherwise hold a liquor license.

#### Non Profit Application **MUST**:

- Include page five (5) of application showing Federal ID number.
- When requesting an exemption from NLCC rules; i.e. waiver of double fencing, request must be received in (NLCC) office a **MINIMUM** of 30 days prior to the date of the event; waiving double fence must complete Form 140.

**APPLICATION FOR SPECIAL DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



DO YOU NEED POSTERS? YES  NO

**NON PROFIT APPLICANTS**

(Check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-55441)

IDK-084561

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: Schmick, Tyler William, Schmick's Market Inc.

ADDRESS: 212 Westview Plaza

CITY McCook ZIP 69001

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME McCook City Auditorium

ADDRESS: 302 West 5th St. CITY McCook

ZIP 69001 COUNTY and COUNTY # Red Willow #48

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

4. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

|                              |                      |                      |                      |                      |                      |
|------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Date<br>June 18th, 2016      | Date                 | Date                 | Date                 | Date                 | Date                 |
| <b>Hours</b><br>From<br>4 pm | <b>Hours</b><br>From | <b>Hours</b><br>From | <b>Hours</b><br>From | <b>Hours</b><br>From | <b>Hours</b><br>From |
| To<br>11:59 pm               | To                   | To                   | To                   | To                   | To                   |

- a. Alternate date: \_\_\_\_\_
- b. Alternate location: \_\_\_\_\_  
**(Alternate date or location must be specified in local approval)**

5. Indicate type of activity to be carried on during event:

Dance  Reception  Fund Raiser \_\_\_\_\_ Beer Garden \_\_\_\_\_ Sampling/Tasting \_\_\_\_\_  
 Other Amanda Fernoff reception

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** <sup>55</sup> \_\_\_\_\_ x <sup>100</sup> \_\_\_\_\_  
 (not square feet or acres)

\*Outdoor area dimensions of area to be covered **IN FEET** \_\_\_\_\_ x \_\_\_\_\_  
**\*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

\_\_\_ Fence; \_\_\_ snow fence \_\_\_ chain link \_\_\_ cattle panel  
 \_\_\_ other \_\_\_\_\_  
 \_\_\_ Tent

7. How many attendees do you expect at event? <sup>150</sup> \_\_\_\_\_

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

We will card anyone who looks under the age of 30.

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

10. Where will you be purchasing your alcohol?

Wholesaler \_\_\_\_\_ Retailer \_\_\_\_\_ Both X BYO \_\_\_\_\_  
(includes wineries)

11. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: \_\_\_\_\_

13. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor Tyler Schmick

Signature of Event Supervisor 

Event Supervisor phone: Before 308-737-7362 During 308-737-7362

Email address schmicksmarket@gmail.com

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here  VP/OWNER 12-07-2015  
Authorized Representative/Applicant Title Date

Tyler Schmick  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING**

---

**ITEM: 4F**

Approve the application for a Special Designated Liquor License submitted by the McCook Area Chamber of Commerce for their Annual Banquet to be held at the Kiplinger Arena, 1412 West 5<sup>th</sup> Street, on January 30, 2016 from 12:00 A.M. to 11:59 P.M.

---

**BACKGROUND:**

The Chamber will be holding this event at the Kiplinger Arena. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications.

**FISCAL  
IMPACT:** None.

**RECOMMENDATION:**

Approve the application for a Special Designated Liquor License submitted by the McCook Area Chamber of Commerce for their Annual Banquet to be held at the Kiplinger Arena, 1412 West 5<sup>th</sup> Street, on January 30, 2016 from 12:00 A.M. to 11:59 P.M.

**APPROVALS:**

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

December 16, 2015

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

December 16, 2015

December 16, 2015

Mr. Nate Schneider,  
City Manager  
McCook City Council  
P. O. Box 1059  
McCook, NE 69001

Dear Mr. Schneider and Council:

Please reserve time on the City Council agenda for the January 4, 2016 meeting to approve a request from the McCook Area Chamber of Commerce for a liquor license. We plan to have our Chamber Annual Banquet at the Kiplinger Arena located at 1412 West 5<sup>th</sup>, on January 30, 2016. The banquet will be held from 5:30 p.m. to 11:59 p.m. and liquor consumption will be only during that time frame. You will note that the license application is for a longer period of time for the sole reason to allow us to house the liquor on site as we prepare for the event.

Enclosed please find the paperwork you require. If you have any questions regarding our request prior to the meeting, please contact me at 345-3200.

Sincerely,

McCOOK AREA CHAMBER OF COMMERCE



Tacie Fawver  
Executive Director

**APPLICATION FOR SPECIAL DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)

DO YOU NEED POSTERS? YES  NO

**NON PROFIT APPLICANTS**

(Check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-55441)

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: McCook Area Chamber of Commerce

ADDRESS: 203 West 2nd Street

CITY McCook ZIP 69001

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Kiplinger Arena

ADDRESS: 1412 West 5th Street CITY McCook

ZIP 69001 COUNTY and COUNTY # Red Willow County 48

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home  
for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

4. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

|                                  |                      |                      |                      |                      |                      |
|----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Date<br>1-30-2016                | Date                 | Date                 | Date                 | Date                 | Date                 |
| <b>Hours</b><br>From<br>12:00 AM | <b>Hours</b><br>From | <b>Hours</b><br>From | <b>Hours</b><br>From | <b>Hours</b><br>From | <b>Hours</b><br>From |
| To<br>11:59 PM                   | To                   | To                   | To                   | To                   | To                   |

a. Alternate date: \_\_\_\_\_

b. Alternate location: \_\_\_\_\_  
**(Alternate date or location must be specified in local approval)**

5. Indicate type of activity to be carried on during event:

Dance \_\_\_ Reception \_\_\_ Fund Raiser \_\_\_ Beer Garden \_\_\_ Sampling/Tasting \_\_\_  
 Other Dinner Banquet

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 150 x 150  
 (not square feet or acres)

\*Outdoor area dimensions of area to be covered **IN FEET** x

**\*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

\_\_\_ Fence; \_\_\_ snow fence \_\_\_ chain link \_\_\_ cattle panel  
 \_\_\_ other \_\_\_\_\_  
 \_\_\_ Tent

7. How many attendees do you expect at event? 250

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

Attendees will be adult business men and women  
 \_\_\_\_\_  
 \_\_\_\_\_

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

10. **Where will you be purchasing your alcohol?**

Wholesaler \_\_\_\_\_ Retailer X Both \_\_\_\_\_ BYO \_\_\_\_\_  
(includes wineries)

11. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

**NOTE:** Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: \_\_\_\_\_  
\_\_\_\_\_

13. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Tacie Fawver

Signature of Event Supervisor *Tacie Fawver*

Event Supervisor phone: Before 308-345-3200 During 308-350-0450  
Email address director@mccookchamber.org

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here *Tacie Fawver* Executive Director 12-16-2016  
Authorized Representative/Applicant Title Date

**Tacie Fawver**  
\_\_\_\_\_  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**This page is required to be completed by Non Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

McCook Area Chamber of Commerce

NAME OF CORPORATION

47-0233780

FEDERAL ID NUMBER

Jarvis Lawver

SIGNATURE OF TITLE OF CORPORATE OFFICERS

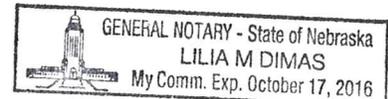
THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 16 DAY OF

December, 2015.

Lilia M. Dimas

NOTARY PUBLIC SIGNATURE & SEAL



**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING**

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**ITEM: 4G**

**RECOMMENDATION:**

**APPROVE THE RENEWAL OF MAINTENANCE AGREEMENT NO. 17 BETWEEN THE NEBRASKA DEPARTMENT OF ROADS AND THE MUNICIPALITY OF MCCOOK AND AUTHORIZE THE MAYOR TO SIGN.**

---

**BACKGROUND:**

This agreement outlines the maintenance responsibilities of both the City of McCook and the Nebraska Department of Roads concerning Highways 6 & 34 and Highway 83. The Nebraska Department of Roads is responsible for 10.66 lane miles and pays the City of McCook an amount of \$1,575.00 per lane mile for the maintenance of these miles. In total the City of McCook receives an annual payment of \$16,789.50 for maintaining the lane miles which are the responsibility of the Nebraska Department of Roads.

**FISCAL**

**IMPACT:** None

**RECOMMENDATION:**

**APPROVE THE RENEWAL OF MAINTENANCE AGREEMENT NO. 17 BETWEEN THE NEBRASKA DEPARTMENT OF ROADS AND THE MUNICIPALITY OF MCCOOK AND AUTHORIZE THE MAYOR TO SIGN.**

**APPROVALS:**

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

December 9, 2015

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

December 9, 2015



## AGREEMENT RENEWAL

Maintenance Agreement No. 17  
Maintenance Agreement between the Nebraska Department of Roads and the  
Municipality of McCook  
Municipal Extensions in McCook

We hereby agree that Maintenance Agreement No. 17 described above be renewed for the period January 1, 2016 to December 31, 2016.

All other figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2012 with revised Exhibit B attached.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST: City of McCook

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
*Mayor*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST: State of Nebraska

\_\_\_\_\_  
*District Engineer, Department of Roads*



**Exhibit B**

City of: McCook

Date: 12/7/15

Surface Maintenance

From Exhibit "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.66 lane miles. Pursuant to Sections 1c, 8b, 8d of the Agreement and to Exhibit "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$1,575.00 per lane mile for performing the surface maintenance on those lanes listed on Exhibit "C".

Amount due the City for surface maintenance:

10.66 lane miles x \$1,575.00 per lane mile = \$16789.50.

Snow Removal

From Exhibit "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Exhibit "C".

Amount due the State for snow removal:

\_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (*Explain*)

**EXHIBIT "C"**

**City of MCCOOK**

**STATE OF NEBRASKA  
DEPARTMENT OF ROADS**

**RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339  
and NEB. REV. STAT. 39-2101**

| DESCRIPTION  | HWY.<br>NO. | REF POST |       | LENGTH<br>IN MILES | WIDTH OF<br>STREET | TOTAL<br>DRIVING LANES | TOTAL<br>LANE MILES | RESPONSIBILITY |              |
|--|-------------|----------|-------|--------------------|--------------------|------------------------|---------------------|----------------|--------------|
|  |             | FROM     | TO    |                    |                    |                        |                     | STATE          | CITY         |
| W. City Limit to West<br>Walmart Dr                      | 6           | 84.38    | 84.78 | 0.40               |                    | 2                      | 0.80                | 0.80           | 0.00         |
| West Walmart Dr to Jct.                                  | 6           | 84.78    | 85.17 | 0.39               |                    | 3                      | 1.17                | 0.78           | 0.39         |
| Taper (4-lane to 2-lane) East<br>to Jct. US-83           | 6           | 85.17    | 85.23 | 0.06               |                    | 5                      | 0.30                | 0.12           | 0.18         |
| Equation   | 6           | 85.23    | 85.34 | 0.11               |                    | 0                      | 0.00                | 0.00           | 0.00         |
| Jct. US-83 to East 7 <sup>th</sup> St                    | 6           | 85.34    | 86.84 | 1.50               |                    | 5                      | 7.50                | 3.00           | 4.50         |
| East 7 <sup>th</sup> St to East City Limits              | 6           | 86.84    | 87.59 | 0.75               |                    | 4                      | 3.00                | 1.50           | 1.50         |
| South City Limit to East Jct                             | 83          | 13.82    | 14.42 | 0.60               |                    | 4                      | 2.40                | 1.20           | 1.20         |
| West Jct. US-6/34 & US-83<br>North to end of Divided Hwy | 83          | 15.86    | 16.14 | 0.28               |                    | 4                      | 1.12                | 0.56           | 0.56         |
| End of Divided Hwy to Taper<br>(5-lane to 3-lane)        | 83          | 16.14    | 17.26 | 1.12               |                    | 5                      | 5.60                | 2.24           | 3.36         |
| Taper (5-lane to 3-lane)<br>North to North City Limits   | 83          | 17.26    | 17.49 | 0.23               |                    | 3                      | 0.69                | 0.46           | 0.23         |
| <b>TOTALS</b>  |             |          |       | <b>5.52</b>        |                    |                        | <b>22.58</b>        | <b>10.66</b>   | <b>11.92</b> |

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING**

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**ITEM:**          **4H**  

**RECOMMENDATION:**

**AUTHORIZE THE MAYOR TO SIGN THE CERTIFICATE OF COMPLIANCE FOR THE 2015 MAINTENANCE AGREEMENT BETWEEN THE CITY OF MCCOOK AND THE NEBRASKA DEPARTMENT OF ROADS.**

---

**BACKGROUND:**

The City of McCook is responsible for the surface maintenance of all State of Nebraska highways located within the City limits. This document certifies that all roadway surface maintenance has been accomplished as per terms of the maintenance agreement between the City of McCook and the Nebraska Department of Roads.

**FISCAL**

**IMPACT:**    None.

**RECOMMENDATION:**

**AUTHORIZE THE MAYOR TO SIGN THE CERTIFICATE OF COMPLIANCE FOR THE 2015 MAINTENANCE AGREEMENT BETWEEN THE CITY OF MCCOOK AND THE NEBRASKA DEPARTMENT OF ROADS.**

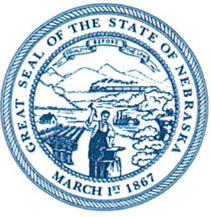
**APPROVALS:**

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

December 21, 2015

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

December 21, 2015



Pete Ricketts  
Governor

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Kyle Schneewis, P.E., Director

December 4, 2015

RE: Certificate of Compliance for Maintenance Agreement between City and State

Find attached the Certificate of Compliance for the 2015 Maintenance Agreement between the City and the State of Nebraska, Department of Roads.

Please sign, date, and return the certificate to me at the address listed below after December 31, 2015. Please have it returned by February 28, 2016, if possible. District Engineer, Kurt Vosburg, will sign it and send it to the Lincoln office for billing or paying.

A paper copy will be returned to you, or if you prefer, a scanned copy will be sent if you attach your e-mail address when you return the original to us.

Thank you for your quick response.

*Nebraska Department of Roads  
Kelly Doyle  
District Hwy Operations Manager  
619 Auditorium Dr.  
McCook NE 69001*



# CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 17 QE 1154 Supp 3

Maintenance Agreement No. 17

Maintenance Agreement between the Nebraska Department of Roads and the Municipality of McCook

Municipal Extensions in McCook

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Kurt Vosburg, Department of Roads, McCook, Nebraska.

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
*Mayor/Designee*

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

\_\_\_\_\_  
*District Engineer, Department of Roads*

## For Office Use Only

Agreement No.: \_\_\_\_\_

Pay/Bill Code: \_\_\_\_\_

Contractor No.: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

**Nebraska Department of Roads****District 7**

December 4, 2015

**To:** City Clerk  
**From:** Kelly Doyle, District Hwy Operations Manager  
**Subject:** Maintenance Agreement Renewal

Find enclosed TWO 2016 Maintenance Agreement RENEWALS between the City and the State of Nebraska. Exhibit B and Exhibit C are attached for your viewing, as well. All other terms and conditions of the original agreement dated January 1, 2012 remain in effect. Please sign and return BOTH renewals back to the McCook District Office at your earliest convenience. Our District Engineer, Kurt Vosburg, will sign them and one of the original agreement renewals will be returned to your office. If you have any questions, please feel free to call.

Nebraska Dept. of Roads  
Kelly Doyle  
619 Auditorium Dr.  
McCook NE 69001  
308-345-8490

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING**

---

**ITEM:            41**

Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2016 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.

---

**BACKGROUND:**

A liquor license issued by the Nebraska Liquor Control Commission and outstanding may be automatically renewed by the Commission without formal application upon payment of the state registration fee and license fee to the Commission.

The City Clerk shall publish one time between January 10 and January 30 of each year, individual notice of the right of automatic renewal of each retail liquor and beer license using the form presented in Section 53.135.01 of the Nebraska Liquor Act. A list of existing license holders and the type of license they hold is also included.

In the attached City Manager's Report prepared by Police Chief Brown, he recommends automatic renewal of all liquor licenses.

**FISCAL  
IMPACT:**     None.

**RECOMMENDATION:**

Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2016 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.

**APPROVALS:**

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

December 16, 2015

CITY MANAGERS REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING

ITEM \_\_\_\_\_

RECOMMENDATION:

APPROVE THE AUTOMATIC RENEWAL OF LIQUOR LICENSES IN THE CITY OF McCOOK

BACKGROUND:

LICENSES IN THE CITY OF McCOOK

Schmick's Market, 212 Westview Plaza  
Wal Mart Super Center, 1901 West B. St.  
Knights of Columbus, 308 East 9<sup>th</sup> Street  
The Bottle Shop, 309 East B. St.  
Casey's, 704 West B. St.  
La Cocina, 112 West 1<sup>st</sup> St.  
Old Sarge's Bar, 114 West 1<sup>st</sup> St.  
Fuller's Restaurant, 110 Norris Avenue  
Pizza Hut, N. 811 Hwy 83  
Club Paradise, 1006 West B St.

Sports Bar & Grill, 1600 West J

Sehnert's Bakery & Beiroc Café, 312 Norris Avenue  
Taste of Texas BBQ, 112 West 11<sup>th</sup> St.  
Tequila's Mexican Grill, 205 Norris Ave

Casey's Central, 204 West B. St.  
Heritage Hills Club House, 6000 Clubhouse Drive  
Spirit Shop, 503 West B. St.  
Casey's, 810 East B. St.  
The Coppermill, N. Hwy 83  
TJ's Family Fun Center, 1511 N. Hwy 83  
Eagles Club, 805 East B. St.  
Smoker's Outlet 1, 1111 West B St.  
High Times Liquor Mart, 506 East B. St.

El Puerto, 311 Norris Avenue  
Loop Brewing Company, 400 West A Street

A review of the Liquor Licenses in the City of McCook, Ne. between December 2014 and December 2015 revealed actions involving licensees in the City of McCook by the Nebraska Liquor Control Commission.

VIOLATIONS:

T J's Family Fun Center; Selling Alcohol to Minors 06/16/15  
Heritage Hills: Selling Alcohol to Minors 06/16/15

FISCAL IMPACT:

NONE

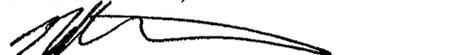
RECOMMENDATION:

APPROVE THE AUTOMATIC RENEWAL OF LIQUOR LICENSES IN THE CITY OF McCOOK

APPROVALS:

  
Isaac S. Brown, Police Chief

12/01/15  
Date

  
Nathan Schneider, City Manager

12-1-15  
Date

**CURRENT RETAIL LIQUOR LICENSES**  
**December 16, 2015**

|  |   |
|--|---|
| <b>CLASS A BEER ON SALE</b>                            | GIPH Restaurants LLC - Pizza Hut of McCook  |
| <b>CLASS B BEER OFF SALE</b>                           | Casey's General Store #1954 (East)<br>Casey's General Store #2291 (West)<br>Casey's General Store #2984 (Central)   |
| <b>CLASS D BEER WINE DISTILLED SPIRITS OFF-SALE</b>    | JBN Inc. - High Times Liquor Mart 1<br>Sunrise Enterprises Inc. - The Spirit Shop<br>Top Shelf Inc. - The Bottle Shop<br>Wal-Mart Supercenter 790<br>Smoker's Outlet #1   |
| <b>CLASS I ALCOHOL LIQUOR ON SALE</b>                  | Rafael Ayala - El Puerto #3<br>Knights of Columbus<br>McCook Eagles Club<br>A & N Restaurant, LLC (Coppermill)<br>Miguel A. Esparza - Tequilas Mexican Grill<br>Loop Brewing Company, LLC - Loop Brewing Company  |
| <b>CLASS IB ALCOHOL LIQUOR ON SALE/BEER OFF SALE</b>   | Heritage Hills Golf Inc.<br>Estanislao LLC - LaCocina Mexican Food<br>The Larson Group LLC<br>Old Sarge's Inc.<br>TJ's Family Fun Center Inc.<br>Val Fuller - Fuller's Restaurant<br>Blaine Budke - Club Paradise |
| <b>CLASS IDK ALCOHOLIC LIQUOR ON/OFF SALE/CATERING</b> | Schmick's Market Inc.   |
| <b>CLASS IK ALCOHOL LIQUOR ON SALE/CATERING</b>        | MO Dough LLC (Sehnert's)<br>Taste of Texas BBQ Inc.   |
| <b>CLASS LK CRAFT BREWERY CATERING</b>                 | Loop Brewing Co.  |

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING**

---

**ITEM:**              **4J**  

**RECOMMENDATION:**

Receive and file the minutes of the December 14, 2015 Planning Commission meeting.

---

**BACKGROUND:**

Receive minutes from the various board and commission meetings.

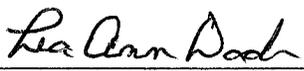
**FISCAL**

**IMPACT:**        None.

**RECOMMENDATION:**

Receive and file the minutes of the December 14, 2015 Planning Commission meeting.

**APPROVALS:**

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

December 17, 2015

**MCCOOK PLANNING COMMISSION  
REGULAR MEETING**

**MINUTES**

**Monday - December 14, 2015  
5:15 P.M. - City Council Chambers**

Present: Vice Chair Dueland; Commissioners Garey-Vickers, Harpst, Hilker, Lyons, Shipshock, Wolford; City Manager Schneider; City Attorney Mustion; City Clerk Doak.

Absent: Chair Vosburg; Commissioners Siegfried, Stevens.

Vice-Chair requested that Commissioner Garey-Vickers conduct the meeting in the absence of Chair Vosburg.

Commissioner Garey-Vickers 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 NOVEMBER 9, 2015 REGULAR MEETING.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Dueland, the Commission voted to approve the minutes of the November 9, 2015 meeting. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Harpst, Hilker, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

(2) PUBLIC HEARINGS:

ITEM A PUBLIC HEARING - REQUEST FOR A SPECIAL EXCEPTION TO ALLOW A COMMERCIAL WELL BUSINESS IN AN AGRICULTURAL (AG) DISTRICT LOCATED WITHIN THE TWO MILE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF MCCOOK; A PART OF WILLOW GROVE PRECINCT 7-3-29 PT NW/4NW, RED WILLOW COUNTY, NEBRASKA; A TRACT OF LAND CONTAINING 8.53 ACRES MORE OR LESS LOCATED AT 38404 ROAD 719; PROJECT SPONSOR/DEVELOPER - RICK & LISA WILCOX, WILCOX WELL DRILLING; LAND OWNER - JOE & JULIE GILLESPIE, GILLESPIE VETERINARY SERVICE.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Dueland, the Commission voted to recess as the Planning Commission and convene as a Hearing Board for the purpose of receiving public comment on the request for a special exception to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook; a part of Willow Grove Precinct 7-3-29 Pt NW/4NW, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719; Project Sponsor/Developer - Rick & Lisa Wilcox, Wilcox Well Drilling; Land owner - Joe & Julie Gillespie, Gillespie Veterinary Service. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

The Commission received into evidence Exhibit #1 - City Manager's Report prepared for the December 14, 2015 Planning Commission meeting (1 page); Exhibit #2 - Notice of Hearing (1 page); Exhibit #3 - ownership mailing list receiving advanced Notice of Hearing (1 page); and Exhibit - #4 - Land Use Application (6 pages).

City Manager Schneider reviewed the information presented in the City Manager's Report; An application for a special exception has been submitted by Wilcox Well Drilling to allow for a commercial business in the AG District. Upon review of the application, it was not specifically stated what the exact business would be. Staff contacted the applicant's real estate agent, Golden Plains Realty, and were informed that the business was a commercial well service business. Essentially, the applicant would be moving their operation from their current location, which is located in the AG District, to the requested location. On review of the Article 7 special exceptions provision, it is stated that the City Council may specially permit commercial uses for a number of purposes. While a well service business is not specifically mentioned, the ordinance does contain a clause which allows for additional commercial businesses to be considered. It is Staff's belief that this request falls within the intent of the ordinance.

Concerns expressed by the Commission included the possible need for fencing, some type of screening or buffering, possibly not the entire area, but maybe areas used for storage - did not want to cause any issues for the residential currently in the area; any needed signage and where will it be located; is this a retail business; have ingress and egress issues been addressed; and the need for the applicant to address special exception considerations a - i before the Council considers the request.

No one else was present to comment.

Upon a motion by Commissioner Wolford, by Commissioner Dueland, Commission voted to close the public hearing and reconvene as a Planning Commission. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

**ITEM B** RECOMMEND TO THE CITY COUNCIL APPROVAL OF THE REQUEST FOR A SPECIAL EXCEPTION TO ALLOW A COMMERCIAL WELL BUSINESS IN AN AGRICULTURAL (AG) DISTRICT LOCATED WITHIN THE TWO MILE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF MCCOOK; A PART OF WILLOW GROVE PRECINCT 7-3-29 PT NW/4NW, RED WILLOW COUNTY, NEBRASKA; A TRACT OF LAND CONTAINING 8.53 ACRES MORE OR LESS LOCATED AT 38404 ROAD 719; PROJECT SPONSOR/DEVELOPER - RICK & LISA WILCOX, WILCOX WELL DRILLING; LAND OWNER - JOE & JULIE GILLESPIE, GILLESPIE VETERINARY SERVICE; THAT THE GRANTING OF THE SPECIAL EXCEPTION WILL NOT ADVERSELY AFFECT THE PUBLIC INTEREST; AND THAT SATISFACTORY PROVISIONS AND ARRANGEMENTS HAVE BEEN MADE BY THE APPLICANT CONCERNING SPECIAL EXCEPTION CONSIDERATIONS A - I.

Commission discussion included the concerns expressed during the public hearing and the need for the applicant to address special exception considerations a - i before consideration by the Council.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Dueland, the Commission voted to recommend to the City Council approval of the request for a special exception to allow a commercial well business in an Agricultural (AG) District located within the two mile extra-territorial jurisdiction of the City of McCook; a part of Willow Grove Precinct 7-3-29 Pt NW/4NW, Red Willow County, Nebraska; a tract of land containing 8.53 acres more or less located at 38404 Road 719; Project Sponsor/Developer - Rick & Lisa Wilcox, Wilcox Well Drilling; Land owner - Joe & Julie Gillespie, Gillespie Veterinary Service; that the granting of the special exception will not adversely affect the public interest; and that satisfactory provisions and arrangements have been made by the applicant concerning Special Exception Considerations a - i. The motion passed upon the following roll call vote: YEA:

Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM C PUBLIC HEARING - CONSIDER THE FINAL CLARY SUBDIVISION REPLAT NO.3, LOTS 1 - 10, BLOCK 1, LOTS 1 - 7, BLOCK 2, AND WEST 9<sup>TH</sup> STREET, A REPLAT OF PART OF LOT 2, BLOCK 1, CLARY SUBDIVISION, AND LOT 2B, A REPLAT OF PART OF LOT 1, BLOCK 1, CLARY SUBDIVISION; EXCEPTING THE EAST 60 FEET OF LOT 2B, WHICH HAS BEEN DEDICATED AS WEST 8 ½ STREET TO THE CITY OF MCCOOK WITH THE RECORDING OF CLARY SUBDIVISION REPLAT NO. 2, ALL IN THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Shipshock, the Commission voted to recess as the Planning Commission and convene as a Hearing Board for the purpose of receiving public comment on the proposed Final Clary Subdivision Replat No.3, Lots 1 - 10, Block 1, Lots 1 - 7, Block 2, and West 9<sup>th</sup> Street, a Replat of Part of Lot 2, Block 1, Clary Subdivision, and Lot 2B, a Replat of Part of Lot 1, Block 1, Clary Subdivision; Excepting the East 60 Feet of Lot 2B, Which has been dedicated as West 8 ½ Street to the City of McCook with the Recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

The Commission received into evidence Exhibit #1 - City Manager's Report prepared for the December 14, 2015 Planning Commission meeting (2 pages); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - ownership mailing list receiving advanced Notice of Hearing (3 pages); Exhibit #4 - map of Clary Subdivision Replat No. 3 (1 page); Exhibit #5 - map of Clary Subdivision Replat No. 3 Utilities (1 page); Exhibit #6 - Subdivision Agreement and Maps (3 pages); and Exhibit #7 - Planned Unit Development Agreement for Quillan Courts (2 pages).

City Manager Schneider reviewed the information presented in the City Manager's Report; At the Planning Commission meeting in October, the Quillan Courts Redevelopment Plan was presented and approval was recommended and made to and by the City Council. At the November Planning Commission meeting a Preliminary Subdivision Replat and Preliminary Subdivision Agreement was presented and approved for recommendation. The City Council approved both items. As part of this project, it is necessary to properly subdivide the property in order to build and locate the single family and duplex structures. An application has been presented asking for the City to consider Replat No. 3, attached to your packets. This particular issue is different from a major subdivision because the Clary Village is in existence and a replat is necessary in order to meet City zoning and subdivision requirements. Along with the approval of the Replat No. 3, it is necessary to enter into a subdivision agreement in order to set the duties and responsibilities of the parties to this project. A final subdivision agreement is included with this item to the Plan for the Planning Commission's consideration. There are several items included in the agreement. First, the parties are in agreement that West 9<sup>th</sup> Street will be accepted by the City as a conforming street. Second, the parties will incorporate the Planned Unit Development Agreement into the Subdivision Agreement. Third, all existing sidewalks will be allowed to remain as is. New sidewalks on the east side of both blocks will be required to follow City of McCook Subdivision requirements. The north side of Block 1 shall have paved sidewalk, but due to drainage concerns, it will be located directly behind the street curb. There will not be sidewalk on the west side of Block 1 as detention ponds will not allow for sidewalk development. The lack of sidewalk should not interfere with the residents of Quillan Courts as there are no structures located on the west side of Block 1. Staff feels it is important that there is a through sidewalk on the east side of Block 2 to provide one continuous sidewalk from West R Street to West Q Street. ADA approved crosswalks will be part of the

project. Fourth, as mentioned, detention ponds are required as part of this project. The ponds will be located on the west side of Block 1. These detention ponds were considered when the Clary Village project was being proposed. The ponds should slow drainage coming from the new construction. The drainage will still be directed to the end of developed West 10<sup>th</sup> Street, but there should be no increase in the amount of runoff at this location. Fifth, water and sewer will be part of the project, with it being noted that the water line will run along the east side of Block 2 and the sewer line will run along the west side of Block 1. One fire hydrant will have to be located at the corner of West Q Street and West 9<sup>th</sup> Street. Sixth, the Developer will be responsible for providing street light as outlined in our regulations.

City Manager Schneider noted water line indicated in Exhibit #5 will be revised to show its extension to "Q" Street, he also reviewed the presented Subdivision Agreement and the Planned Unit Development Agreement for Quillan Courts.

No one else was present to comment.

Upon a motion by Commissioner Harpst, seconded by Commissioner Dueland, the Commission voted to close the public hearing and reconvene as a Planning Commission. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM D RECOMMEND APPROVAL TO THE MCCOOK CITY COUNCIL OF THE CREATION OF CLARY SUBDIVISION REPLAT NO. 3, LOTS 1 - 10, BLOCK 1, LOTS 1 - 7, BLOCK 2, AND WEST 9<sup>TH</sup> STREET, A REPLAT OF PART OF LOT 2, BLOCK 1, CLARY SUBDIVISION, AND LOT 2B, A REPLAT OF PART OF LOT 1, BLOCK 1, CLARY SUBDIVISION; EXCEPTING THE EAST 60 FEET OF LOT 2B, WHICH HAS BEEN DEDICATED AS WEST 8½ STREET TO THE CITY OF MCCOOK WITH THE RECORDING OF CLARY SUBDIVISION REPLAT NO. 2, ALL IN THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA.

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Wolford, the Commission voted to recommend approval to the McCook City Council the requested creation of Clary Subdivision Replat No. 3, Lots 1 - 10, Block 1, Lots 1 - 7, Block 2, and West 9<sup>th</sup> Street, a Replat of part of Lot 2, Block 1, Clary Subdivision, and Lot 2B, a Replat of part of Lot 1, Block 1, Clary Subdivision; excepting the East 60 feet of Lot 2B, which has been dedicated as West 8½ Street to the City of McCook with the recording of Clary Subdivision Replat No. 2, all in the City of McCook, Red Willow County, Nebraska. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM E RECOMMEND APPROVAL OF THE FINAL SUBDIVISION AGREEMENT FOR CLARY SUBDIVISION REPLAT NO. 3 BETWEEN THE CITY OF MCCOOK, THE MCCOOK ECONOMIC DEVELOPMENT CORPORATION AND QUILLAN COURTS, L.L.C.

Commissioner Dueland stated that he serves on the MEDC Board, due to a possible conflict of interest he would be abstaining from the vote on this item.

Commissioner Garey-Vickers introduced a motion to recommend to the City Council approval of the Final Subdivision Agreement for Clary Subdivision Replat No. 3 between the City of McCook, the McCook Economic Development Corporation and Quillan Courts, L.L.C. Commissioner Wolford seconded the motion.

Upon a motion by Commissioner Wolford, seconded by Commissioner Shipshock, the Commission voted to amend the presented agreement to include language regarding who is responsible for maintenance of the detention ponds. The motion passed upon the following roll call vote: YEA: Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSTAIN: Dueland. ABSENT: Siegfried, Stevens, Vosburg.

Commissioner Garey-Vickers then stated the question: "Shall the motion on the floor be approved as amended?" The motion passed upon the following roll call vote: YEA: Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSTAIN: Dueland. ABSENT: Siegfried, Stevens, Vosburg.

ITEM F PUBLIC HEARING - CONSIDER THE FINAL PLANNED DEVELOPMENT DISTRICT TO BE KNOWN AS QUILLAN COURTS PLANNED DEVELOPMENT DISTRICT, SAID DISTRICT TO BE LOCATED BETWEEN WEST 10<sup>TH</sup> STREET AND WEST 8 ½ STREET AND WEST R STREET AND WEST Q STREET (AS DIAGRAMED IN PROPOSED REPLAT CLARY SUBDIVISION REPLAT NO. 3, CLARY SUBDIVISION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA).

Upon a motion by Commissioner Garey-Vickers, seconded by Commissioner Wolford, the Commission voted to recess as the Planning Commission and convene as a Hearing Board for the purpose of receiving public comment on the Final Planned Development District to be known as Quillan Courts Planned Development District, said District to be located between West 10<sup>th</sup> Street and West 8 ½ Street and West R Street and West Q Street (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska). The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

The Commission received into evidence Exhibit #1 - City Manager's Report prepared for the December 14, 2015 Planning Commission meeting (2 pages); Exhibit #2 - Notice of Hearing (1 page); Exhibit #3 - ownership mailing list receiving advanced Notice of Hearing (2 pages); Exhibit #4 - proposed Resolution No. PC2015-07 (1 pages); Exhibit #5 - proposed Planned Unit Development Agreement, including maps (5 pages).

City Manager Schneider reviewed the presented Planned Unit Development District during consideration of Public Hearing Item C. The need for the Planned Unit Development District is due to the nature of the proposed residential structures and the proposed lots located on this site. The developer is proposing that the duplex units be placed on individual lots as opposed to one lot for each of the two units. The request would violate lot size and setback requirements. The only practical way to achieve the desired development is to create a Planned Unit Development District. By creating a Planned Unit Development, exceptions can be made to the Residential Medium Density District zoning requirements, assuring enough flexibility to construct the duplexes. A Planned Unit Development District agreement will need to be completed. A rough draft is attached to this report. A complete, final agreement will be brought back to the Planning Commission when there is a finalized Planned Unit Development to be reviewed. The planned unit development would be consistent with the proposed future land use of the Comprehensive Plan.

No one else was present to comment.

Upon a motion by Commissioner Garey-Vickers, by Commissioner Harpst, voted to close the public hearing and reconvene as a Planning Commission. The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock,

Wolford. NAY: None. ABSENT: Siegfried, Stevens, Vosburg.

ITEM G APPROVE RESOLUTION NO. PC2015-08 RECOMMENDING TO THE MCCOOK CITY COUNCIL APPROVAL OF THE FINAL PLANNED DEVELOPMENT DISTRICT TO BE KNOWN AS QUILLAN COURTS PLANNED DEVELOPMENT DISTRICT (AS DIAGRAMED IN PROPOSED REPLAT CLARY SUBDIVISION REPLAT NO. 3, CLARY SUBDIVISION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA).

Upon a motion by Wolford, seconded by Commissioner Shipshock, the Commission voted to approve Resolution No. PC2015-08 recommending to the McCook City Council approval of the Preliminary Planned Development District to be known as Quillan Courts Planned Development District (as diagramed in Proposed Replat Clary Subdivision Replat No. 3, Clary Subdivision to the City of McCook, Red Willow County, Nebraska). The motion passed upon the following roll call vote: YEA: Dueland, Garey-Vickers, Hilker, Harpst, Lyons, Shipshock, Wolford. NAY: None. ABSTAIN: Dueland. ABSENT: Siegfried, Stevens, Vosburg.

City Manager Schneider informed the Commission that in the near future an item will be on the City Council agenda regarding the process of annexation, how it is completed and how we should move forward. He encouraged all Commissioners to attend this meeting.

(3) ADJOURNMENT.

With no further business, Acting Chair Garey-Vickers declared the Planning Commission meeting adjourned at 6:10 P.M.

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Lea Ann Doak  
Recording Secretary

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 4K Approve Resolution No. 2015-~~23~~ approving an amendment to the City of McCook Employee Retirement Plan.

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**BACKGROUND:**

We have received a letter from CUNA Mutual Retirement Solutions outlining some suggested changes to our current pension plan in order to become more compliant with existing laws as well as to remove certain restrictions. The changes will remove the maximum percentage limits on elective deferrals; provide for the automatic re-commencement of elective deferrals after the 6-month deferral restriction on hardship deferrals; coordinate the hardship deferral rules with respect to employer/employee contributions and eliminate certain restrictions on In-Service withdrawals.

**RECOMMENDATIONS:**

ITEM NO. \_\_\_ Approve Resolution No. 2015-~~23~~ approving an amendment to the City of McCook Employee Retirement Plan.

**APPROVALS:**

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

December 15, 2015

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

December 15, 2015

**RESOLUTION NO. 2015-23**

WHEREAS, the Employer currently maintains the City of McCook Employee Retirement Plan (the "Plan") for the exclusive benefit of participating employees and their beneficiaries; and

WHEREAS, the Employer desires to amend the Plan to comply with the Pension Protection Act of 2006 ("PPA") and certain other regulatory and legislative developments.

NOW, THEREFORE, BE IT RESOLVED, that the Plan is amended and restated effective January 1, 2016, except to the extent otherwise provided in the Plan documents. Any Plan amendment made pursuant to or necessary under PPA (or other regulatory or legislative developments) shall be effective no later than the latest date for such change consistent with the qualification requirements of section 401(a) of the Internal Revenue Code.

FURTHER RESOLVED, that the appropriate officers of the Employer be, and hereby are, authorized and directed to take such actions and execute such documents as they deem advisable or necessary to implement the forgoing resolutions and to insure that the Plan is administered in accordance with its terms, as restated.

PASSED AND APPROVED THIS 21<sup>st</sup> day of December, 2015.

**CITY OF MCCOOK, NEBRASKA**

ATTEST:

By: \_\_\_\_\_  
Michael D. Gonzales, Mayor

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



**CUNA MUTUAL**  
RETIREMENT SOLUTIONS™

September 18, 2015

City of McCook  
Attention: Lilia Dimas  
505 West C Street  
McCook, NE 69001

Ref. No.: 8468

Re: City of McCook Employee Retirement Plan

Dear Ms. Dimas:

The IRS requires plan documents to be amended, known as a restatement, to comply with the Pension Protection Act of 2006 (PPA) and subsequent legislation and regulations. We have enclosed a draft of the Plan and Trust Agreement for your plan for you to review. While we copied the primary provisions of your existing plan document, CUNA Mutual Retirement Solutions has taken this time to complete an in-depth review of your plan in order to determine where there may be opportunities to reduce administrative burden and create efficiencies to you, the employer. Following is a summary the provisions that we found should be updated:

- **Elective Deferral Limits** – Some of our clients, including you, have 401(k) plans that place minimum and maximum percentage limits on elective deferrals. For example, a plan may require a minimum deferral of 1% of compensation and a maximum deferral of 85%. In some cases, this meant that participants were restricted from contributing larger dollar amounts that would otherwise have been allowed under the law. While allowing for the maximum amount under the law could mean that refunds may be necessary to highly compensated employees in order to pass ADP/ACP testing, you could also be limiting deferrals to others who would otherwise improve the results of the same ADP/ACP testing – for example, non-highly compensated employees who may want to contribute 100% of pay. In order to allow participants to contribute as much as they can for their retirement, we are recommending that your plan limit elective deferrals to the maximum permitted under the law. Depending on your payroll software, you may need to update such limits as of 01-01-2016 to comply with this new provision.
- **Suspension of Elective Deferrals** – As you are aware, participants who take hardship distributions that include elective deferrals are not allowed to make elective deferrals for a 6-month period. Some plans state that, after the 6-month period, deferrals will automatically commence at the same rate prior to the hardship withdrawal. Other plans simplify the administrative procedures by requiring the participant to acknowledge when taking a hardship that they are affirmatively electing to drop their elective deferral to 0%. As a result, the participant is required to make another election if he or she wants to start making elective deferrals once the 6-month period ends. We recommend that your plan

adopt this simplified approach not only because it follows industry standard, but because it relieves you, the employer, of the obligation to monitor each participant's 6-month period and re-commence deferrals in a timely manner.

- **Hardship Withdrawals**
  - **Employer Contributions** – The IRS restrictions on hardship withdrawals for a 401(k) plan only apply to elective deferrals. Some employers like you apply one set of hardship rules to Employer contributions, such as matching or profit sharing contributions, and another set of rules to employee deferrals. These different rules can create difficulties and confusion in both applying them as well as participants understanding what they have available. In order to avoid confusion in applying the hardship rules, we are recommending that our clients apply the hardship rules for elective deferrals to all contribution sources. By doing this, there will only be one set of hardship rules that will apply under the plan regardless of the type of contribution.
  - **In-Service Withdrawals** - Your plan currently imposes restrictions on the ability to receive an in-service distribution, which are more restrictive than the majority of 401(k) Plans that we administer. In order to simplify the administration and reduce additional monitoring, we recommend that these restrictions be eliminated to the extent possible (see below). Due to the regulations that govern protected benefits, some of the conditions need to be preserved for current employees (such as withdrawals upon disability or early retirement), but can be eliminated with respect to new hires.
    - Allowing in-service distributions only on the occurrence of a disability or reaching early retirement age.

This Agreement is an important document with legal and tax implications for which neither CUNA Mutual Retirement Solutions nor any of its representatives or employees can assume responsibility. Legal counsel should be sought to review the Plan documents and determine their suitability.

Please contact us concerning any changes you would like us to make to the discussion draft before it is finalized for your signature.

The following items are to be **completed, signed and returned** to CUNA Mutual Retirement Solutions by **October 2, 2015**. Please complete as follows:

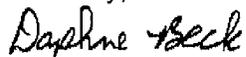
- Execution Page. This page is part of the Plan Document and should be signed by the Employer and the Trustee(s). Please sign, date and return.
- Certificate. This certificate should be incorporated into the minutes of the meeting held to adopt the plan document with a signed copy being made a part of the record of the meeting. Please sign, date and return.

City of McCook Employee Retirement Plan  
September 18, 2015  
Page Three

- Participant Loan Program. This form is part of the plan document. Please sign, date and return.

Thank you for choosing CUNA Mutual Retirement Solutions as your retirement plan business partner. If you have any questions, please contact our corporate office, 620.793.8473, Ext. 558.

Sincerely,



Daphne Beck  
Consulting Senior Administrator  
Plan Administrative Services  
daphne.beck@cpiqpc.com

DB/bb

Enclosures

cc: Sharleen Riemenschneider

ADOPTION AGREEMENT FOR
CMFG LIFE INSURANCE COMPANY
VOLUME SUBMITTER 401(K) PROFIT SHARING PLAN

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: City of McCook

Address: 505 West C Street

Street

McCook

City

Nebraska

State

69001-1059

Zip

Telephone: (308) 345-2022

Taxpayer Identification Number (TIN): 47-6006273

Employer's Fiscal Year ends: September 30th

2. TYPE OF ENTITY

- a. [ ] Corporation (including tax-exempt or non-profit Corporation)
b. [ ] Professional Service Corporation
c. [ ] S Corporation
d. [ ] Limited Liability Company that is taxed as:
1. [ ] a partnership or sole proprietorship
2. [ ] a Corporation
3. [ ] an S Corporation
e. [ ] Sole Proprietorship
f. [ ] Partnership (including limited liability)
g. [X] Other: Government exempt from ERISA (must be a legal entity recognized under federal income tax laws)

3. AFFILIATED EMPLOYERS/PARTICIPATING EMPLOYERS (Plan Sections 1.7 and 1.61). Is the Employer an Affiliated Employer (i.e., a member of a controlled group or an affiliated service group (within the meaning of Code §414(b), (c), (m) or (o)))?

- a. [X] No
b. [ ] Yes, the Employer is a member of (select one or both of 1. - 2. AND select one of 3. - 4. below):
1. [ ] A controlled group
2. [ ] An affiliated service group

AND, will any of the Affiliated Employers adopt the Plan as Participating Employers?

- 3. [ ] Yes (Complete a participation agreement for each Participating Employer.)
4. [ ] No (The Plan could fail to satisfy the Code §410(b) coverage rules.)

MULTIPLE EMPLOYER PLAN (Plan Article XIV). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. [X] No
d. [ ] Yes (Complete a participation agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Questions 9. through 11.)

4. PLAN NAME:

City of McCook Employee Retirement Plan

5. PLAN STATUS
- a.  New Plan
  - b.  Amendment and restatement of existing Plan  
**PPA RESTATEMENT** (leave blank if not applicable)
    - 1.  This is an amendment and restatement to bring a plan into compliance with the Pension Protection Act of 2006 ("PPA") and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

6. EFFECTIVE DATE (Plan Section 1.25) (complete a. if new plan; complete a. AND b. if an amendment and restatement)  
**Initial Effective Date of Plan**

a. 06-01-1967 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

**Restatement Effective Date.** If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

b. 01-01-2016 (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.65) means, except as otherwise provided in d. below:

- a.  the calendar year
- b.  the twelve-month period ending on \_\_\_\_\_ (e.g., June 30th)
- c.  other: \_\_\_\_\_ (e.g., a 52/53 week year ending on the date nearest the last Friday in December).

**SHORT PLAN YEAR** (Plan Section 1.76). Select below if there is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 15) (leave blank if not applicable):

d.  beginning on \_\_\_\_\_ (enter month day, year; e.g., July 1, 2013) and ending on \_\_\_\_\_ (enter month day, year).

8. VALUATION DATE (Plan Section 1.86) means:

- a.  every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
- b.  the last day of each Plan Year
- c.  the last day of each Plan Year half (semi-annual)
- d.  the last day of each Plan Year quarter
- e.  other (specify day or days): \_\_\_\_\_ (must be at least once each Plan Year)

**NOTE:** The Plan always permits interim valuations.

9. PLAN NUMBER assigned by the Employer

- a.  001
- b.  002
- c.  Other: \_\_\_\_\_

10. TRUSTEE(S) OR INSURER(S) (Plan Sections 1.44 and 1.84):

a.  **Insurer.** This Plan is funded exclusively with Contracts and the name of the Insurer(s) is:

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (if more than 2, add names to signature page).

b.  **Individual Trustee(s).** Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (add additional Trustees as necessary)

| Name(s)              | Title(s)       |
|----------------------|----------------|
| <u>Lea Ann Doak</u>  | <u>Trustee</u> |
| <u>Kyle Potthoff</u> | <u>Trustee</u> |
| _____                | _____          |

Address and telephone number

- 1.  Use Employer address and telephone number
- 2.  Use address and telephone number below:

Address: \_\_\_\_\_  
Street

\_\_\_\_\_

City State Zip

Telephone: \_\_\_\_\_

- c.  **Corporate Trustee(s)** (add additional Trustees as necessary)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street

\_\_\_\_\_

City State Zip

Telephone: \_\_\_\_\_

**Directed/Discretionary Trustee.** Unless otherwise specified below, if there is a corporate Trustee, it will serve as a Directed (nondiscretionary) Trustee (Plan Section 1.21) and if there is an individual Trustee, he or she will serve as a Discretionary Trustee (Plan Section 1.22) over all Plan assets (select all that apply; leave blank if defaults apply)

- d.  Directed Trustee exceptions (leave blank if no exceptions):  
 Directed Trustee over specified Plan assets (select all that apply; leave blank if none apply)
  - 1.  The corporate Trustee will serve as Directed Trustee over the following assets: \_\_\_\_\_
  - 2.  The individual Trustee(s) will serve as Directed Trustee over the following assets: \_\_\_\_\_

Individual Trustee will serve as Directed Trustee (may not be selected with d.1. or d.2.)

- 3.  over all Plan assets
- e.  Discretionary Trustee exceptions (leave blank if no exceptions):  
 Discretionary Trustee over specified Plan assets (select all that apply; leave blank if none apply)
  - 1.  The individual Trustee(s) will serve as Discretionary Trustee over the following assets: \_\_\_\_\_
  - 2.  The corporate Trustee will serve as Discretionary Trustee over the following assets: \_\_\_\_\_

Corporate Trustee will serve as Discretionary Trustee (may not be selected with e.1. or e.2.)

- 3.  over all Plan assets

**NOTE:** Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) or a separate agreement may be used to appoint a special Trustee for purposes of collecting delinquent contributions. If no such appointment is made, then except as provided in Plan Section 7.3(c), the Trustee will have such responsibility.

**Separate trust.** Will a separate trust agreement that is approved by the IRS for use with this Plan be used?

- f.  No
- g.  Yes

**NOTE:** If Yes is selected, an executed copy of the trust agreement between the Trustee and the Employer must be attached to this Plan. The Plan and trust agreement will be read and construed together. The responsibilities, rights and powers of the Trustee will be those specified in the trust agreement.

11. **ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER**  
 (If none is named, the Employer will be the Administrator (Plan Section 1.5).)

- a.  Employer (use Employer address and telephone number)
- b.  Other:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street

\_\_\_\_\_

City State Zip

Telephone: \_\_\_\_\_

12. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a.  This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
  - 1.  All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select contributions at b. - h. (optional), skip questions 13-19 and 23-31)
  - 2.  All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - h.)

**Effective date**

- 3.  as of \_\_\_\_\_ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b.  **Elective Deferrals** (Question 25). Also select below if Roth Elective Deferrals are permitted.
  - 1.  Roth Elective Deferrals (Plan Section 1.73)
- c.  **401(k) "ADP test safe harbor contributions"** (Question 27)
  - 1.  **401(k) "ADP test safe harbor contributions"** (other than QACA "ADP test safe harbor contributions") (Match, Nonelective)
  - 2.  **QACA "ADP test safe harbor contributions"**
- d.  **Employer matching contributions** (Question 28)
- e.  **Employer profit sharing contributions** (includes "prevailing wage contributions") (Questions 29-30)
- f.  **Rollover contributions** (Question 46)
- g.  **After-tax voluntary Employee contributions** (Question 47)
- h.  **SIMPLE 401(k) contributions** (Plan Section 13.1) (may not be selected with 12.c., 12.d., 12.e. or 12.g.)

ELIGIBILITY REQUIREMENTS

13. ELIGIBLE EMPLOYEES (Plan Section 1.28) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan:

- a.  **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 14).
- b.  **Exclusions - same for all contribution types.** The following Employees are not Eligible Employees for all contribution types (select one or more of e. - k. below; also select 1. for each exclusion selected at e. - j.):
- c.  **Exclusions - different exclusions apply.** The following Employees are not Eligible Employees for the designated contribution types (select one or more of d. - k. below; also select 1. OR all that apply of 2. - 4. for each exclusion selected at d. - j.):

**NOTE:** Unless otherwise specified in this Section, Elective Deferrals include Roth Elective Deferrals, after-tax voluntary Employee contributions, and rollover contributions; Matching includes QMACs; and Nonelective Profit Sharing includes QNECs. **"ADP test safe harbor contributions" (SH) (including those made pursuant to a QACA) and SIMPLE 401(k) contributions are subject to the exclusions for Elective Deferrals except as provided in Question 27.**

| Exclusions  | All Contributions                      |           | Elective Deferrals/SH       | Matching                    | Nonelective Profit Sharing  |
|---|--|-----------|-----------------------------|-----------------------------|-----------------------------|
| d. No exclusions  | N/A                                    |           | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| e. Union Employees (as defined in Plan Section 1.28)  | 1. <input checked="" type="checkbox"/> | <b>OR</b> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| f. Nonresident aliens (as defined in Plan Section 1.28)   | 1. <input checked="" type="checkbox"/> | <b>OR</b> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| g. Highly Compensated Employees (Plan Section 1.41)   | 1. <input type="checkbox"/>            | <b>OR</b> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| h. Leased Employees (Plan Section 1.49)   | 1. <input checked="" type="checkbox"/> | <b>OR</b> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| i. Part-time/temporary/seasonal Employees.<br>A part-time, temporary or seasonal Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.88). However, if any such excluded Employee actually completes a Year of Service, then such Employee will no longer be part of this excluded class. | 1. <input type="checkbox"/>            | <b>OR</b> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |

- j. Other: 1.  OR 2.  3.  4.   
Uniformed personnel covered under other retirement plans and Contract Employees  
 (must be definitely determinable, may not be based on age or length of service (except in a manner consistent with i. above) or level of Compensation, and, if using the average benefits test to satisfy Code §410(b) coverage testing, must be a reasonable classification)

- k.  Other: \_\_\_\_\_ (must (1) specify contributions to which exclusions apply, (2) be definitely determinable and not based on age or length of service (except in a manner consistent with i. above) or level of Compensation, and, (3) if using the average benefits test to satisfy Code §410(b) coverage testing, be a reasonable classification).

14. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)

- a.  **No age or service required.** No age or service required for all contribution types (skip to Question 15).  
 b.  **Eligibility - same for all contribution types.** An Eligible Employee will be eligible to participate in the Plan for all contribution types upon satisfaction of the following (select one or more of e. - n. below; also select 1. (All Contributions) for each condition selected at e. - m.):  
 c.  **Eligibility - different conditions apply.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following either for all contribution types or to the designated contribution type (select one or more of d. - n. below; also select 1. OR all that apply of 2. - 4. for each condition selected at d. - m.):

**NOTE:** Unless otherwise specified in this Section, Elective Deferrals include Roth Elective Deferrals, after-tax voluntary Employee contributions, and rollover contributions (unless otherwise selected at Question 46); Matching includes QMACs; and Nonelective Profit Sharing includes QNECs. **"ADP test safe harbor contributions" (SH) (including those made pursuant to a QACA) and SIMPLE 401(k) contributions are subject to the conditions for Elective Deferrals except as provided in Question 27.**

| Eligibility Conditions  | All Contributions                      |    | Elective Deferrals/SH       | Matching                    | Nonelective Profit Sharing  |
|---|--|----|-----------------------------|-----------------------------|-----------------------------|
| d. No age or service required   | N/A                                    |    | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| e. Age 20 1/2   | 1. <input type="checkbox"/>            | OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| f. Age 21   | 1. <input type="checkbox"/>            | OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| g. Age _____ (may not exceed 21)  | 1. <input type="checkbox"/>            | OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| h. _____ (not to exceed 12) months of service (elapsed time)  | 1. <input type="checkbox"/>            | OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| i. 1 Year of Service  | 1. <input type="checkbox"/>            | OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| j. 2 Years of Service   | N/A                                    | OR | N/A                         | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| k. <u>3</u> (not to exceed 12) consecutive month period from the Eligible Employee's employment commencement date and during which at least <u>1</u> (not to exceed 1,000) Hours of Service are completed. If an Employee does not complete the stated Hours of Service during the specified time period, the Employee is subject to the 1 Year of Service requirement in i. above. | 1. <input checked="" type="checkbox"/> | OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| l. _____ (not to exceed 12) consecutive months of employment from the Eligible Employee's employment commencement date. If an Employee does not complete the stated number of months, the Employee is subject to the 1 Year of Service requirement in i. above.   | 1. <input type="checkbox"/>            | OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| m. Other: _____   | 1. <input type="checkbox"/>            | OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |

(e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

- n.  Other: \_\_\_\_\_ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must specify contributions to which conditions apply and satisfy the Notes below)

**NOTE:** If m. or n. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 21 and for Elective Deferrals, 1 Year of Service; for Employer matching and/or Nonelective profit sharing contributions, may not exceed 2 Years of Service. If more than 1 Year of Service is required for Employer matching and/or Nonelective profit sharing contributions, 100% immediate vesting is required.

**NOTE:** If the service requirement is or includes a fractional year, then, except in a manner consistent with k., an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year. If expressed in months of service, then an Employee will not be required to complete any specified number of Hours of Service in a particular month, unless selected in k. above. In both cases, the Plan must use the elapsed time method to determine service, except that the Hours of Service method will be used for the 1 Year of Service override (e.g., options k. and l.). In such case, select the Hours of Service method at Question 17.

**NOTE:** Year of Service means Period of Service if elapsed time method is chosen.

**Waiver of conditions.** The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

| Requirements waived  | All<br>Contributions        | Elective<br>Deferrals/SH | Matching                    | Nonelective<br>Profit Sharing |                             |
|--|-----------------------------|--------------------------|-----------------------------|-------------------------------|-----------------------------|
| o. <input type="checkbox"/> If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless c. selected below. Such Employees will enter the Plan as of such date (select a. and/or b. AND c. if applicable; also select 1. OR all that apply of 2. - 4.): | 1. <input type="checkbox"/> | <b>OR</b>                | 2. <input type="checkbox"/> | 3. <input type="checkbox"/>   | 4. <input type="checkbox"/> |
| a. <input type="checkbox"/> service requirement (may let part-time Eligible Employees into the Plan)   |                             |                          |                             |                               |                             |
| b. <input type="checkbox"/> age requirement  |                             |                          |                             |                               |                             |
| c. <input type="checkbox"/> waiver is for: _____ (e.g., Employees of a specific division or Employees covered by a Code §410(b)(6)(C) acquisition)   |                             |                          |                             |                               |                             |
| p. <input type="checkbox"/> If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless c. selected below. Such Employees will enter the Plan as of such date (select a. and/or b. AND c. if applicable; also select 1. OR all that apply of 2. - 4.): | 1. <input type="checkbox"/> | <b>OR</b>                | 2. <input type="checkbox"/> | 3. <input type="checkbox"/>   | 4. <input type="checkbox"/> |
| a. <input type="checkbox"/> service requirement (may let part-time Eligible Employees into the Plan)   |                             |                          |                             |                               |                             |
| b. <input type="checkbox"/> age requirement  |                             |                          |                             |                               |                             |
| c. <input type="checkbox"/> waiver is for: _____ (e.g., Employees of a specific division or Employees covered by a Code §410(b)(6)(C) acquisition)   |                             |                          |                             |                               |                             |

**Amendment or restatement to change eligibility requirements**

- q.  This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
1.  The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
  2.  The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

15. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE)** (Plan Section 3.2)

- a.  **Entry date same for all contribution types.** An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan for all contribution types as of the entry date selected below (select one of c. - g., j. or k. below; also select 1. (All Contributions) for entry date selected at c. - g. or j.):
- b.  **Entry date - different dates apply.** An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan for the designated contribution type as of the entry dates selected below (select one or more of c. - k. below; also select all that apply of 2. - 4. for each entry date selected at c. - j.)

**NOTE:** Option g. below can only be selected when eligibility for Elective Deferral purposes is six months of service or less and age is 20 1/2 or less. Options g.3. and g.4. may be selected when eligibility is 1 1/2 Years of Service or less and age is 20 1/2 or less and the Plan provides for 100% vesting.

**NOTE:** Unless otherwise specified in this Section or any other Section, Elective Deferrals include Roth Elective Deferrals, after-tax voluntary Employee contributions, and rollover contributions (unless otherwise selected at Question 46); Matching includes QMACs; and Nonelective Profit Sharing includes QNECs. **"ADP test safe harbor contributions" (SH) (including those made pursuant to a QACA) and SIMPLE 401(k) contributions are subject to the provisions for Elective Deferrals except as provided in Question 27.**

| Entry Date   | All<br>Contributions | OR | Elective<br>Deferrals/SH | Matching | Nonelective<br>Profit Sharing |
|--|----------------------|----|--------------------------|----------|-------------------------------|
| c. Date requirements met   | 1. [ ]               | OR | 2. [ ]                   | 3. [ ]   | 4. [ ]                        |
| d. First day of the month coinciding with or next following date requirements met  | 1. [ ]               | OR | 2. [ ]                   | 3. [ ]   | 4. [ ]                        |
| e. First day of the Plan Year quarter coinciding with or next following date requirements met                            | 1. [X]               | OR | 2. [ ]                   | 3. [ ]   | 4. [ ]                        |
| f. First day of Plan Year or first day of 7th month of Plan Year coinciding with or next following date requirements met | 1. [ ]               | OR | 2. [ ]                   | 3. [ ]   | 4. [ ]                        |
| g. First day of Plan Year coinciding with or next following date requirements met  | 1. [ ]               | OR | 2. [ ]                   | 3. [ ]   | 4. [ ]                        |
| h. First day of Plan Year in which requirements met  | N/A                  |    | N/A                      | 3. [ ]   | 4. [ ]                        |
| i. First day of Plan Year nearest date requirements met  | N/A                  |    | N/A                      | 3. [ ]   | 4. [ ]                        |
| j. Other:  | 1. [ ]               | OR | 2. [ ]                   | 3. [ ]   | 4. [ ]                        |

(must be definitely determinable and satisfy Note below)

k. [ ] Other: \_\_\_\_\_ (must specify contributions to which the conditions apply and must be definitely determinable and satisfy Note below)

**NOTE:** If j. or k. above is selected, then it must be completed in a manner that ensures an Eligible Employee who has satisfied the maximum age (21) and service requirements (1 Year (or Period) of Service (or more than 1 year if full and immediate vesting)) and who is otherwise entitled to participate, will become a Participant not later than the earlier of (a) 6 months after such requirements are satisfied, or (b) the first day of the first Plan Year after such requirements are satisfied, unless the Employee separates from service before such participation date.

**SERVICE**

16. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.62 and 1.88)

- a. [X] No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 17).
- b. [ ] Prior service with the designated employers is recognized as follows (answer c. and select one or more of c.1. - 3.; select d. - g. as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option 1. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections)):

| Other Employer   | Eligibility | Vesting | Contribution<br>Allocation |
|--|-------------|---------|----------------------------|
| c. [ ] Employer name:<br>_____   | 1. [ ]      | 2. [ ]  | 3. [ ]                     |
| d. [ ] Employer name:<br>_____   | 1. [ ]      | 2. [ ]  | 3. [ ]                     |
| e. [ ] Employer name:<br>_____   | 1. [ ]      | 2. [ ]  | 3. [ ]                     |
| f. [ ] Any entity the Employer acquires whether by asset or stock purchase, but only with respect to individuals who are employees of the acquired entity at the time of the acquisition | 1. [ ]      | 2. [ ]  | 3. [ ]                     |

**Limitations**

- g. [ ] The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_ (e.g., credit service with X only on/following 1/1/13 or credit all service with entities the Employer acquires after 12/31/12)

**NOTE:** If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.62 and 1.88 regardless of any selections above.

17. SERVICE CREDITING METHOD (Plan Sections 1.62 and 1.88)

**NOTE:** The provisions set forth in the definition of Year of Service in Plan Section 1.88 will apply, including the following defaults, except as otherwise elected below:

- 1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.

2. Hours of Service (Plan Section 1.43) will be based on actual Hours of Service.
  3. For eligibility purposes, the computation period will be as defined in Plan Section 1.88 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
  4. For vesting and allocation purposes, the computation period will be the Plan Year.
  5. The one-year hold-out rule after a 1-Year Break in Service will not be used.
- a.  **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1.  all purposes (skip to Question 18)
  2.  the following purposes (select one or more):
    - a.  eligibility to participate
    - b.  vesting
    - c.  sharing in allocations or contributions
- b.  **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
1.  **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
  2.  **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
  3.  **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
    - a.  all purposes
    - b.  the following purposes (select one or more):
      1.  eligibility to participate
      2.  vesting
      3.  sharing in allocations or contributions

Such method will apply to:

    - c.  all Employees
    - d.  Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
    - e.  other: \_\_\_\_\_ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

    - f.  days worked (10 hours per day)
    - g.  weeks worked (45 hours per week)
    - h.  semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
    - i.  months worked (190 hours per month)
    - j.  bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
    - k.  other: \_\_\_\_\_ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees)
  4.  **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service for:
    - a.  all purposes
    - b.  the following purposes (select one or more):
      1.  eligibility to participate
      2.  vesting
      3.  sharing in allocations or contributions

**VESTING**

18. VESTING OF PARTICIPANT'S INTEREST (Plan Section 6.4(b))
- a.  N/A (no Employer Nonelective profit sharing contributions (other than "prevailing wage contributions"), matching contributions or QACA "ADP test safe harbor contributions"; skip to Question 20)
  - b.  The vesting provisions selected below apply to all Participants unless otherwise selected below. In addition, option m. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) can be used to specify any exceptions to the provisions below.
 

**Vesting waiver.** Employees who were employed on the date(s) indicated below and were Participants as of such date are 100% Vested. For Participants who enter the Plan after such date, the vesting provisions selected below apply (leave blank if no waiver applies):

    1.  For all contributions. The vesting waiver applies to all contributions if employed on \_\_\_\_\_ (enter date)

2.  For designated contributions. The vesting waiver applies to (select one or more):
- a.  Employer Nonelective profit sharing contributions if employed on \_\_\_\_\_
  - b.  Employer matching contributions if employed on \_\_\_\_\_
  - c.  QACA "ADP test safe harbor contributions" if employed on \_\_\_\_\_

**Vesting for Employer Nonelective profit sharing contributions**

- c.  N/A (no Employer Nonelective profit sharing contributions (other than "prevailing wage contributions"); skip to f.)
- d.  100% vesting. Participants are 100% Vested in Employer Nonelective profit sharing contributions upon entering Plan (required if eligibility requirement is greater than one (1) Year (or Period) of Service).
- e.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer Nonelective profit sharing contributions:
  - 1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  - 2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  - 3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  - 4.  3 Year Cliff: 0-2 years-0%; 3 years-100%
  - 5.  Other - Must be at least as liberal as either 1. or 4. above in each year without switching between the two schedules:

| Years (or Periods) of Service | Percentage |
|-------------------------------|------------|
| _____                         | _____%     |
| _____                         | _____%     |
| _____                         | _____%     |
| _____                         | _____%     |
| _____                         | _____%     |
| _____                         | _____%     |

**Vesting for Employer matching contributions**

- f.  N/A (no Employer matching contributions; skip to j.)
- g.  The schedule above will also apply to Employer matching contributions.
- h.  100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan. (required if eligibility requirement is greater than 1 Year (or Period) of Service)
- i.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
  - 1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  - 2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  - 3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  - 4.  3 Year Cliff: 0-2 years-0%; 3 years-100%
  - 5.  Other - must be at least as liberal as either 1. or 4. above in each year without switching between the two schedules:

| Years (or Periods) of Service | Percentage |
|-------------------------------|------------|
| _____                         | _____%     |
| _____                         | _____%     |
| _____                         | _____%     |
| _____                         | _____%     |
| _____                         | _____%     |
| _____                         | _____%     |

**Vesting for QACA safe harbor contributions**

- j.  N/A (no QACA "ADP test safe harbor contributions"; skip to Question 19)
- k.  100% vesting. Participants are 100% Vested in QACA "ADP test safe harbor contributions" upon entering Plan (skip to Question 19).
- l.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to the Participant's Qualified Automatic Contribution Safe Harbor Account:
  - 1.  100% after two years: 0-1 year-0%; 2 years-100%
  - 2.  Other - Must be at least as liberal as 1. above in each year:

| Years (or Periods) of Service | Percentage |
|-------------------------------|------------|
| Less than 1                   | _____%     |
| 1                             | _____%     |
| 2                             | 100%       |

19. VESTING OPTIONS

**Excluded vesting service.** The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a.  Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b.  Service prior to the computation period in which an Employee has attained age 18

**Vesting for death, Total And Permanent Disability and Early Retirement Date.** Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- c.  Death
- d.  Total and Permanent Disability
- e.  Early Retirement Date

**NOTE:** Unless otherwise elected at option v. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), the options above apply to QACA "ADP test safe harbor contributions," if any, as well as to Employer Nonelective profit sharing contributions and matching contributions.

**RETIREMENT AGES**

- 20. **NORMAL RETIREMENT AGE ("NRA")** (Plan Section 1.55) means:
  - a.  **Specific age.** The date a Participant attains age 65 (see Note below).
  - b.  **Age/participation.** The later of the date a Participant attains age \_\_\_\_\_ (see Note below) or the \_\_\_\_\_ (not to exceed 5th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.

**NOTE:** A Participant's age specified above may not exceed 65 and, if this Plan includes transferred pension assets, may not be less than age 62 unless the Employer has evidence that the representative typical retirement age for the adopting Employer's industry is a lower age, but may be no less than age 55.

- 21. **NORMAL RETIREMENT DATE** (Plan Section 1.56) means, with respect to any Participant, the:
  - a.  date on which the Participant attains "NRA"
  - b.  first day of the month coinciding with or next following the Participant's "NRA"
  - c.  first day of the month nearest the Participant's "NRA"
  - d.  Anniversary Date coinciding with or next following the Participant's "NRA"
  - e.  Anniversary Date nearest the Participant's "NRA"
  - f.  Other: \_\_\_\_\_ (e.g., first day of the month following the Participant's "NRA").

- 22. **EARLY RETIREMENT DATE** (Plan Section 1.23)
  - a.  N/A (no early retirement provision provided)
  - b.  Early Retirement Date means the:
    - 1.  date on which a Participant satisfies the early retirement requirements
    - 2.  first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
    - 3.  Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements

**Early retirement requirements**

  - 4.  Participant attains age 55 AND, completes.... (leave blank if not applicable)
    - a.  at least 7 Years (or Periods) of Service for vesting purposes
    - b.  at least \_\_\_\_\_ Years (or Periods) of Service for eligibility purposes

**COMPENSATION**

- 23. **COMPENSATION** with respect to any Participant is defined as follows (Plan Sections 1.18 and 1.40).
 

**Base definition**

  - a.  Wages, tips and other compensation on Form W-2
  - b.  Code §3401(a) wages (wages for withholding purposes)
  - c.  415 safe harbor compensation

**NOTE:** Plan Sections 1.18(d) and 1.40 provide that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

**Determination period.** Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option i. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections)):

- d.  the Plan Year
- e.  the Fiscal Year coinciding with or ending within the Plan Year
- f.  the calendar year coinciding with or ending within the Plan Year

**Adjustments to Compensation** (for Plan Section 1.18). Compensation will be adjusted by:

- g.  **No adjustments.** No adjustments to Compensation for all contribution types (skip to v. below).
- h.  **Adjustments - same for all contribution types.** The following Compensation adjustments apply to all contribution types (select one or more of l. - u. below; also select l. (All Contributions) for each adjustment selected at l. - t.):

i.  **Adjustments - different adjustments apply.** The following Compensation adjustments for the designated contribution type (select one or more of j. - u. below; also select 1. OR all that apply of 2. - 5. for each adjustment selected at j. - t.):

**NOTE:** Elective Deferrals include Roth Elective Deferrals, Matching includes QMACs and matching "ADP test safe harbor contributions" (including those made pursuant to a QACA), and Nonelective Profit Sharing includes QNECs unless specified otherwise. ADP Safe Harbor Nonelective includes nonelective "ADP test safe harbor contributions" (including those made pursuant to a QACA).

| Adjustments  | All Contributions                                | Elective Deferrals          | Matching                               | Nonelective Profit Sharing  | ADP Safe Harbor Nonelective |
|--|--|-----------------------------|--|-----------------------------|-----------------------------|
| j. no Adjustments  | N/A  | 2. <input type="checkbox"/> | 3. <input type="checkbox"/>            | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| k. excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)  | N/A  | N/A                         | N/A                                    | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| l. excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in k. above) and welfare benefits. | 1. <input type="checkbox"/> <b>OR</b>            | 2. <input type="checkbox"/> | 3. <input type="checkbox"/>            | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| m. excluding Compensation paid during the "determination period" while not a Participant in the component of the Plan for which the definition applies.  | 1. <input type="checkbox"/> <b>OR</b>            | 2. <input type="checkbox"/> | 3. <input checked="" type="checkbox"/> | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| n. excluding Compensation paid during the "determination period" while not a Participant in <i>any</i> component of the Plan for which the definition applies.   | 1. <input type="checkbox"/> <b>OR</b>            | 2. <input type="checkbox"/> | 3. <input type="checkbox"/>            | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| o. excluding Military Differential Pay   | 1. <input type="checkbox"/> <b>OR</b>            | 2. <input type="checkbox"/> | 3. <input type="checkbox"/>            | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| p. excluding overtime  | 1. <input type="checkbox"/> <b>OR</b>            | 2. <input type="checkbox"/> | 3. <input type="checkbox"/>            | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| q. excluding bonuses   | 1. <input checked="" type="checkbox"/> <b>OR</b> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/>            | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| r. excluding commissions   | 1. <input type="checkbox"/> <b>OR</b>            | 2. <input type="checkbox"/> | 3. <input type="checkbox"/>            | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| s. excluding Compensation paid by an Affiliated Employer that has not adopted this Plan.   | 1. <input type="checkbox"/> <b>OR</b>            | 2. <input type="checkbox"/> | 3. <input type="checkbox"/>            | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| t. other:  | 1. <input type="checkbox"/> <b>OR</b>            | 2. <input type="checkbox"/> | 3. <input type="checkbox"/>            | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |

(e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay))

u. other: \_\_\_\_\_ (e.g., describe Compensation from the elections available above or a combination thereof as to a contribution source and Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

**NOTE:** If p., q., r., s., t. or u. is selected, the definition of Compensation could violate the nondiscrimination rules. In addition, p., q., r., s., t. or u. are not recommended if the Plan is using the ADP/ACP safe harbor provisions.

**Military Differential Pay special effective date** (leave blank if not applicable)

v.  If this is a PPA restatement and the provisions above regarding Military Differential Pay (included unless o. is selected) have a later effective date than Plan Years beginning after December 31, 2008, then enter the date such provisions were first effective: \_\_\_\_\_ (may not be earlier than January 1, 2009; for Plan Years beginning prior to January 1, 2009, Military Differential Pay is treated in accordance with the post-severance compensation provisions in the following Question).

24. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

The following optional provision of the 415 Regulations will apply to Limitation Years beginning on or after July 1, 2007 unless otherwise elected below:

**415 Compensation (post-severance compensation adjustments)** (select all that apply at a. - b.; leave blank if none apply)

**NOTE:** Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.40), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a.  The defaults listed above apply except for the following (select one or more):
  - 1.  Leave cash-outs will be **excluded**
  - 2.  Nonqualified unfunded deferred compensation will be **excluded**
  - 3.  Military Differential Pay will be **included** (Plan automatically includes for Limitation Years beginning after December 31, 2008)
  - 4.  Disability continuation payments will be **included** for:
    - a.  Nonhighly Compensated Employees only
    - b.  all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- b.  The last paycheck ("administrative delay") rule will be applied (amounts paid in the first few weeks of a Limitation Year due to administrative delay relate back to the prior Limitation Year).

**Plan Compensation (post-severance compensation adjustments)**

- c.  **Defaults apply.** For all contribution types, Compensation will **include** (to the extent provided in Plan Section 1.18 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans (skip to n. below).
- d.  **Exclude all post-severance compensation.** Exclude all post-severance compensation for all contribution types (skip to n. below).
- e.  **Post-severance adjustments - same for all contribution types.** The defaults listed at c. apply except for the following for all contribution types (select one or more of i. - m. below; also select 1. (All Contributions) for each adjustment selected):
- f.  **Post-severance adjustments - different adjustments apply.** The defaults listed at c. apply except for the following for the designated contribution type (select one or more of g. - m. below; also select 1. OR all that apply of 2. - 5. for each adjustment selected):

| Adjustments  | All<br>Contributions                  | Elective<br>Deferrals       | Matching                    | Nonelective<br>Profit<br>Sharing | ADP<br>Safe Harbor<br>Nonelective |
|--|---------------------------------------|-----------------------------|-----------------------------|----------------------------------|-----------------------------------|
| g. Defaults apply  | N/A                                   | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/>      | 5. <input type="checkbox"/>       |
| h. Exclude all post-severance compensation (may violate the nondiscrimination requirements)  | N/A                                   | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/>      | 5. <input type="checkbox"/>       |
| i. Regular pay will be <b>excluded</b> (may violate the nondiscrimination requirements)  | 1. <input type="checkbox"/> <b>OR</b> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/>      | 5. <input type="checkbox"/>       |
| j. Leave cash-outs will be <b>excluded</b>   | 1. <input type="checkbox"/> <b>OR</b> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/>      | 5. <input type="checkbox"/>       |
| k. Nonqualified unfunded deferred compensation will be <b>excluded</b>   | 1. <input type="checkbox"/> <b>OR</b> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/>      | 5. <input type="checkbox"/>       |
| l. Military Differential Pay will be <b>included</b>   | 1. <input type="checkbox"/> <b>OR</b> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/>      | 5. <input type="checkbox"/>       |
| m. Disability continuation payments will be <b>included</b> for:   | 1. <input type="checkbox"/> <b>OR</b> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/>      | 5. <input type="checkbox"/>       |
| a. <input type="checkbox"/> Nonhighly Compensated Employees only   |                                       |                             |                             |                                  |                                   |
| b. <input type="checkbox"/> all Participants and the salary continuation will continue for the following fixed or determinable period: _____ |                                       |                             |                             |                                  |                                   |

**NOTE:** The above treatment of Military Differential Pay only applies to Plan Years beginning prior to January 1, 2009. For Plan Years beginning after such date, Military Differential Pay is not considered post-severance compensation and the provisions of Question 23 apply.

**Post-severance compensation special effective date** (leave blank if not applicable)

- n.  If this is a PPA restatement and the post-severance compensation adjustments above for 415 Compensation or Plan Compensation applied other than the first day of the Plan Year beginning on or after July 1, 2007, then enter the date such provisions were first effective: \_\_\_\_\_

## CONTRIBUTIONS AND ALLOCATIONS

25. SALARY DEFERRAL ARRANGEMENT - ELECTIVE DEFERRALS (Plan Section 12.2) (skip if Elective Deferrals NOT selected at Question 12.b.) (Roth Elective Deferrals are permitted if selected at Question 12.b.1)
- A. **Elective Deferral limit.** Each Participant may elect to have Compensation deferred by:
- up to \_\_\_\_\_%
  - from \_\_\_\_\_% (may not be less than 1%) to \_\_\_\_\_%
  - up to the maximum amount allowed by law (i.e., Code §§402(g) and 415)
- B. **Additional Elective Deferral limits.** Regardless of the above limits (if any), the following apply (select all that apply; leave blank if none apply):
- If a. or b. above is selected, a Participant may make a separate election to defer up to \_\_\_\_\_% of any irregular pay (e.g., bonus) regardless of the limitation in a. or b. above
  - For Participants who are HCEs determined as of the beginning of a Plan Year, then instead of 25.A. applying, the Elective Deferral limit is (must be equal to or lower than limit selected in 25.A.; may not be selected if HCEs are excluded at 13.g.1 or 13.g.2):
    - \_\_\_\_\_% of Compensation
    - the percentage equal to the Elective Deferral limit in effect under Code §402(g)(3) for the calendar year that begins with or within the Plan Year divided by the annual compensation limit in effect for the Plan Year under Code §401(a)(17)
    - other: \_\_\_\_\_ (e.g., must be a specific limit that only applies to some or all HCEs)
- C. **Catch-Up Contributions** (Plan Section 1.15). May eligible Participants make Catch-Up Contributions?
- No (skip to D. below)
  - Yes, and the following provisions apply:
 

**Matching Catch-Up Contributions.** Will Catch-Up Contributions be taken into account in applying any matching contribution under the Plan?

    - Yes
    - No (may not be selected if this Plan provides for matching "ADP test safe harbor contributions" or "ACP test safe harbor matching contributions")

**Special effective date** (may be left blank if effective date is same as the Plan or Restatement Effective Date)

    - The effective date of the Catch-Up Contribution provisions is \_\_\_\_\_ (enter special effective date)

**Applying limits.** If the amount of Elective Deferrals that may be made to the Plan is limited in A. and/or B. above, are Catch-Up Contributions aggregated with other Elective Deferrals in applying such limits?

    - No or N/A (there are no limits or Catch-Up Contributions may be made in addition to any imposed limits)
    - Yes (if selected, the limits in A. and/or B. must not be less than 75% of Compensation)
- D. **Elective Deferral special effective date** (may be left blank if effective date is same as the Plan or Restatement Effective Date)
- The effective date of the Elective Deferral component of the Plan is \_\_\_\_\_ (enter month day, year; may not be earlier than the date on which the Employer first adopts the Elective Deferral component of the Plan).
26. AUTOMATIC CONTRIBUTION ARRANGEMENT (Plan Section 12.2 and 12.9) (skip if Elective Deferrals are NOT selected at Question 12.b.)
- A. **Automatic Deferral provisions.** Will the Plan include Automatic Deferral provisions?
- No (skip to Question 27)
  - Yes, this Plan includes (select one):
    - A traditional Automatic Contribution Arrangement (not an Eligible Automatic Contribution Arrangement (EACA) or a Qualified Automatic Contribution Arrangement (QACA))
    - An Eligible Automatic Contribution Arrangement (EACA) but not a Qualified Automatic Contribution Arrangement (QACA)
    - A Qualified Automatic Contribution Arrangement (QACA) (a QACA, by definition, satisfies the requirements of an Eligible Automatic Contribution Arrangement (EACA)) (must be selected if QACA safe harbor contributions is selected at 12.c.2.)
- B. **Participants subject to the Automatic Deferral provisions.** The Automatic Deferral provisions apply to Employees who become Participants on or after the effective date of the Automatic Deferral provisions, except as otherwise provided herein.
- Application to existing Participants.** For Employees who became Participants prior to the effective date of the Automatic Deferral provisions (if an EACA and not a QACA, see the Note below; skip if new Plan):
- Provisions do not apply to existing Participants (may not be selected with QACA)
  - Provisions apply to existing Participants in accordance with the following (select one):
    - All Participants.** All Participants, regardless of any prior Salary Deferral Agreement.
    - Affirmative Election of at least Automatic Deferral amount.** All Participants, except those who have an Affirmative Election in effect on the effective date of the Automatic Deferral provisions that is at least equal to the Automatic Deferral amount and except as otherwise provided below with respect to the escalation of deferral provisions.

- 3.  **No existing Affirmative Election.** All Participants, except those who have an Affirmative Election in effect on the effective date of the Automatic Deferral provisions and except as otherwise provided below with respect to the escalation of deferral provisions.
- 4.  **Escalation only.** Escalation provisions in Part D. below apply to all Participants, including those who become Participants on or after the effective date of the escalation provisions, who have Affirmative Elections. No other Automatic Deferral provisions apply. If selected, complete 26.f. under Part C. below with the percentage at which escalation applies and complete 26.j. under Part D. (may not be selected with QACA)
- e.  Other (may not be used if a QACA): \_\_\_\_\_ (must be definitely determinable in accordance with Regulation §1.401-1(b)(1)(ii)).

**NOTE:** Option E.k.3. may be used to exclude other Participants from the Automatic Deferral provisions.

**NOTE:** If an EACA and not a QACA and c. is selected (i.e., EACA does not apply to existing Participants), then the six-month period for relief from the excise tax under Code §4979(f)(1) will not apply. In addition, effective for Plan Years beginning on or after January 1, 2010, the six-month period for relief from the excise tax will only apply if all HCEs and NHCEs are covered Employees under the EACA for the entire Plan Year (or for the portion of the Plan Year that such Employees are Eligible Employees under the Plan within the meaning of Code §410(b)).

**C. Automatic Deferral amount.** Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral amount (only select one):

- f.  6% of Compensation for each payroll period (if a QACA, must not be more than 10% and may not be less than 3% if escalation provisions used in j. below or 6% if no escalation provisions are selected)
- g.  \$\_\_\_\_\_ for each payroll period (may not be selected if a QACA or EACA)
- h.  **QACA statutory minimum schedule** (may select even if Plan is not a QACA). Unless a modified QACA statutory schedule is selected below, the Employer will withhold from a Participant's Compensation each payroll period the percentage of Compensation set forth in the following, which is based on the Plan Year of application to a Participant: 1-2 years-3%; 3 years-4%; 4 years-5%; 5 or more-6%. (if selected, skip D.)
  - 1.  The following modified QACA statutory schedule will apply:

| <u>Plan Year of application to a Participant</u> | <u>Automatic Deferral Percentage</u>           |
|--|--|
| 1 - 2  | _____ % (not less than 3)                      |
| 3  | _____ % (not less than 4)                      |
| 4  | _____ % (not less than 5)                      |
| 5  | _____ % (not less than 6 and not more than 10) |
| 6 and thereafter                                 | _____ % (not less than 6 and not more than 10) |

**NOTE:** If Plan only applies escalation provisions to Participants with Affirmative Elections then select f. above and enter the percentage at which escalation applies (e.g., if escalation only applies to Participants who have an Affirmative Election of 3% or greater, then enter 3%).

**D. Escalation of Automatic Deferral amount** (may not be selected with 26.h.)

- i.  No escalation
- j.  **Scheduled increases.** The initial Automatic Deferral amount will increase as selected below (may not be selected with h. above):
  - 1.  by \_\_\_\_\_ % of Compensation up to a maximum of \_\_\_\_\_ % of Compensation (may not be selected if a QACA)
  - 2.  by \$\_\_\_\_\_ up to a maximum of \$\_\_\_\_\_ (may not be selected if a QACA or EACA)
  - 3.  other: \_\_\_\_\_ (in order to satisfy the QACA requirements (if applicable), an alternative Automatic Deferral amount schedule (i) must be uniform based on the number of years, or portions of years, since the beginning of the initial period for a Participant, (ii) must satisfy the minimum percentage requirement in h. above throughout the Plan Year, and (iii) must not exceed 10% of Compensation)

**Timing of escalation**

- 4.  N/A (entry at j.3. includes timing provision)
- 5.  The escalation provision above will apply as of:
  - a.  each anniversary of the Participant's date of hire
  - b.  each anniversary of the Participant's Entry Date
  - c.  the first day of each Plan Year
  - d.  the first day of each calendar year
  - e.  other: \_\_\_\_\_ (must be a specified date that occurs at least annually after the Plan Year in which the Participant is first subject to the Automatic Contribution Arrangement).

**First period of application.** Unless selected below, the escalation provision above will apply as of the second period specified above that begins after the period in which the Participant first has contributions made pursuant to a default election.

- f.  The escalation provision will apply as of the first period after the Participant first has contributions made pursuant to a default election (or the date of Affirmative Election if 6. or 7. below is selected).

**Application to Participants with Affirmative Elections**

Unless selected below, the escalation provisions will not apply to Participants with an Affirmative Election.

- 6.  The escalation provisions apply to Participants with an Affirmative Election of at least \_\_\_\_\_% of Compensation.
- 7.  The escalation provisions apply to Participants with an Affirmative Election in accordance with the following rules: \_\_\_\_\_ (must be definitely determinable in accordance with Regulation §1.401-1(b)(1)(ii) and if an EACA, must be uniform).

**E. Other Automatic Deferral elections** (leave blank if none apply)

- k.  **Optional elections** (select one or more)

**Type of Elective Deferral.** The Automatic Deferral is a Pre-Tax Elective Deferral unless selected below (may only be selected if Roth Elective Deferrals are selected at 12.b.1.):

- 1.  the Automatic Deferral is a Roth Elective Deferral
- 2.  other: \_\_\_\_\_ (e.g., 50% Pre-Tax and 50% Roth Elective Deferrals)

**Excluded Participants.** If this is not a QACA, then the following Participants are excluded from the Automatic Deferral provisions:

- 3.  \_\_\_\_\_ (must be definitely determinable; e.g., union Employees or Participants employed in Division A) (may not be selected if a QACA). If this option is elected and the Plan is an EACA, then the six-month period for relief from the excise tax under Code §4979(f)(1) will not apply.

**F. EACA elections** (skip if NOT a QACA or EACA)

**Permissible withdrawals.** Does the Plan permit Participant permissible withdrawals (as described in Plan Section 12.2(b)(4)) within 90 days (or less) of first Automatic Deferral?

- l.  No
- m.  Yes, within 90 days of first Automatic Deferral
- n.  Yes, within: \_\_\_\_\_ days (may not be less than 30 nor more than 90 days)

**Affirmative Election.** For Plan Years beginning on or after January 1, 2010, will Participants who make an Affirmative Election continue to be covered by the EACA provisions (i.e., their Affirmative Election will remain intact but they must receive an annual notice)? (skip if a QACA)

- o.  Yes (if selected, then the annual notice must be provided to Participants)
- p.  No (if selected, then the Plan cannot use the six-month period for relief from the excise tax of Code §4979(f)(1))

**G. Special effective date** (may be left blank if the effective date is the same as the Effective Date)

- q.  The Automatic Deferral provisions are effective for Plan Years beginning after 09-01-2006 (if using an EACA or QACA and this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than December 31, 2007)
- r.  Other: \_\_\_\_\_ (If using an EACA or QACA and this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than December 31, 2007. If there are multiple retroactive special effective dates (e.g., for a PPA restatement), complete this Question 26 based on the current Plan provisions and then duplicate this Question 26 and attach as an Appendix to indicate the special retroactive effective dates and provisions that applied.)

**27. 401(k) ADP TEST SAFE HARBOR PROVISIONS** (Plan Sections 12.8 and 12.9) (skip if "ADP test safe harbor contributions" are NOT selected at Question 12.c.)

**NOTE:** If the Employer wants the discretion to determine whether the provisions will apply on a year-by-year basis, then the Employer may select 27.a. or b. and 27.d.3.

**A. ADP and ACP test safe harbor.** For any Plan Year in which any type of matching contribution is made, will the "ADP and ACP test safe harbor" provisions be used?

- a.  No. Only the "ADP (and NOT the ACP) test safe harbor" provisions will be used.
- b.  Yes. Both the "ADP and ACP test safe harbor" provisions will be used for any Plan Year in which any type of matching contribution is made. (If selected, complete the provisions of the Adoption Agreement relating to Employer matching contributions (i.e., Question 28) that will apply in addition to any selections made in c. below. Also, no allocation conditions may be imposed at 28.E. unless no HCEs are eligible to receive the matching contribution)

**B. Safe harbor contribution.** The Employer will make the following "ADP test safe harbor contribution" for the Plan Year:

**NOTE:** The "ACP test safe harbor" is automatically satisfied if the only matching contribution made to the Plan is either, as described below, (1) a basic matching contribution (traditional or QACA) or (2) an enhanced matching contribution (traditional or QACA) that does not provide a match on Elective Deferrals in excess of 6% of Compensation.

- c.  **Safe harbor matching contribution** (select one of 1. - 4. AND one of 5. - 9.). The Employer will make matching "ADP test safe harbor contributions" to the Account of each "eligible Participant" as elected below.
  - 1.  **Traditional basic matching contribution** (may not be selected if a QACA). The Employer will contribute an amount equal to the sum of 100% of the amount of the Participant's Elective Deferrals that do not exceed

3% of the Participant's Compensation, plus 50% of the amount of the Participant's Elective Deferrals that exceed 3% of the Participant's Compensation but do not exceed 5% of the Participant's Compensation.

2.  **Traditional enhanced matching contribution** (may not be selected if a QACA). The Employer will contribute an amount equal to the sum of:
- a.  \_\_\_\_\_% (may not be less than 100%) of the Participant's Elective Deferrals that do not exceed \_\_\_\_\_% (may not be less than 3%; if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation, plus
  - b.  \_\_\_\_\_% of the Participant's Elective Deferrals that exceed \_\_\_\_\_% (must be the same % entered at a.) of the Participant's Compensation but do not exceed \_\_\_\_\_% (if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation, plus
  - c.  \_\_\_\_\_% of the Participant's Elective Deferrals that exceed \_\_\_\_\_% (must be the same % entered at b.) of the Participant's Compensation but do not exceed \_\_\_\_\_% (if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation.

**NOTE:** a., b. and c. must be completed so that, at any rate of Elective Deferrals, the matching contribution is at least equal to what the matching contribution would be if the Employer were making basic matching contributions (as defined in 27.c.1. above), but the rate of match cannot increase as Elective Deferrals increase. For example, if a. is completed to provide a matching contribution equal to 100% of Elective Deferrals up to 4% of Compensation, then b. and c. need not be completed.

3.  **QACA basic matching contribution.** The Employer will contribute an amount equal to the sum of 100% of a Participant's Elective Deferrals that do not exceed 1% of Participant's Compensation, plus 50% of the Participant's Elective Deferrals that exceed 1% of the Participant's Compensation but do not exceed 6% of the Participant's Compensation.

4.  **QACA enhanced matching contribution.** The Employer will contribute an amount equal to the sum of:
- a.  \_\_\_\_\_% (may not be less than 100%) of the Participant's Elective Deferrals that do not exceed \_\_\_\_\_% (may not be less than 1%; if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation, plus
  - b.  \_\_\_\_\_% of the Participant's Elective Deferrals that exceed \_\_\_\_\_% (must be the same % entered at a.) of the Participant's Compensation but do not exceed \_\_\_\_\_% (if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation, plus
  - c.  \_\_\_\_\_% of the Participant's Elective Deferrals that exceed \_\_\_\_\_% (must be the same % entered at b.) of the Participant's Compensation but do not exceed \_\_\_\_\_% (if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation.

**NOTE:** a., b. and c. must be completed so that, at any rate of Elective Deferrals, the matching contribution is at least equal to what the matching contribution would be if the Employer were making QACA basic matching contributions (as defined in 27.c.3. above), but the rate of match cannot increase as Elective Deferrals increase. For example, if a. is completed to provide a matching contribution equal to 100% of Elective Deferrals up to 4% of Compensation, then b. and c. need not be completed.

**Determination period.** The matching "ADP test safe harbor contribution" above will be applied on the following basis (and Elective Deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period):

- 5.  the Plan Year
- 6.  each payroll period
- 7.  each month
- 8.  each Plan Year quarter
- 9.  each payroll unit (e.g., hour)

- d.  **Safe harbor nonelective contributions** (select one)

- 1.  **3% contribution.** The Employer will make a nonelective "ADP test safe harbor contribution" for the Plan Year to the Account of each "eligible Participant" in an amount equal to 3% of each Participant's Compensation.
- 2.  **Stated contribution.** The Employer will make a nonelective "ADP test safe harbor contribution" to the Account of each "eligible Participant" in an amount equal to \_\_\_\_\_% (may not be less than 3%) of each Participant's Compensation.
- 3.  **"Maybe" election.** The Employer may elect to make a nonelective "ADP test safe harbor contribution" after a Plan Year has commenced in accordance with the provisions of Plan Section 12.8(h). If this option d.3. is selected, the nonelective "ADP test safe harbor contribution" will be required only for a Plan Year for which the Plan is amended to provide for such contribution and the appropriate supplemental notice is provided to Participants.

- e.  **Safe harbor contribution to another Plan.** The Employer will make a nonelective or matching "ADP test safe harbor contribution" to another defined contribution plan maintained by the Employer (specify the name of the other plan):
- \_\_\_\_\_

C. **Excluded Participants.** For purposes of the "ADP test safe harbor contribution," the term "eligible Participant" means any Participant who is eligible to make Elective Deferrals unless otherwise excluded below (leave blank if no exclusions):

- f.  Exclusions (select one or more):
1.  **Highly Compensated Employees (HCEs).** The Employer may, however, make a discretionary "ADP test safe harbor contribution" for the HCEs in a percentage that does not exceed the amount (or in the case of a matching "ADP test safe harbor contribution," the rate) provided to the NHCEs.
  2.  **Employees who have not satisfied the greatest minimum age and service conditions permitted under Code §410(a) (i.e., age 21 and 1 Year of Service), with the following deemed effective date of participation:**
    - a.  the earlier of the first day of the first month or the first day of the seventh month of the Plan Year immediately following the date such conditions are satisfied
    - b.  the first day of the Plan Year in which the requirements are met
    - c.  other: \_\_\_\_\_ (not later than the earlier of (a) 6 months after such requirements are satisfied, or (b) the first day of the first Plan Year after such requirements are satisfied)
  3.  **Union Employees (as defined in Plan Section 1.28)**
  4.  **Other:** \_\_\_\_\_ (must be an HCE or an Employee who can be excluded under the permissive or mandatory disaggregation rules of Regulations §§1.401(k)-1(b)(4) and 1.401(m)-1(b)(4); e.g., Employees who have not completed 6 months of service)

D. **Special effective dates** (may be left blank if no special effective dates need to be specified in this Plan)

- g.  **Safe harbor provisions (other than QACA).** The "ADP and ACP test safe harbor" provisions are effective for Plan Years beginning on and after: \_\_\_\_\_ (enter the first day of the Plan Year for which the provisions are effective and, if necessary, enter any other special effective dates that apply with respect to the provisions).
- h.  **QACA provisions.** The QACA provisions are effective for Plan Years beginning after: \_\_\_\_\_ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than December 31, 2007)
- i.  **Other:** \_\_\_\_\_ (If there are multiple retroactive special effective dates (e.g., for a PPA restatement), complete this Question 27 based on the current Plan provisions and then duplicate this Question 27 and attach as an Appendix to indicate the special retroactive effective dates and provisions that applied.)

E. **Elective Deferrals considered for matching contribution.** If a matching contribution is selected above, then the Plan will disregard a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant unless otherwise elected below.

- j.  The Plan will include a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant.

28. **EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 12.1(a)(2))** (skip if matching contributions are NOT selected at Question 12.d.)

If the "ACP test safe harbor" provisions are being used (i.e., Question 27.b. is selected), then the Plan will only take into account Elective Deferrals up to 6% of Compensation in applying the matching contribution set forth below and the maximum discretionary matching contribution that may be made on behalf of any Participant is 4% of Compensation.

A. **Matching formula.**

a.  Employer matching contribution as follows (select 1. or 2.):

1.  **Discretionary.** The Employer may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of the Participant's Elective Deferrals.
  - a.  **Discretionary based on business units or location.** The Employer may determine a separate discretionary matching contribution for Participants working in different business units or locations.
2.  **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to 100 % (e.g., 50) of the Participant's Elective Deferrals, plus (select a. or leave blank if not applicable):
  - a.  an additional matching contribution of a discretionary percentage determined by the Employer,
    1.  but not to exceed \_\_\_\_\_ % of Compensation (leave blank if not applicable)

**Matching limit on Elective Deferrals.** In determining the Employer matching contribution above, only the following will be matched. Elective Deferrals up to (select 3. OR 4.; leave blank if not applicable):

3.  the percentage or dollar amount specified below (select one or both)
    - a.  6 % of a Participant's Compensation.
    - b.  \$\_\_\_\_\_.
  4.  a discretionary percentage of a Participant's Compensation or a discretionary dollar amount, the percentage or dollar amount to be determined by the Employer on a uniform basis for all Participants.
- b.  **Discretionary - tiered.** The Employer may make matching contributions equal to a discretionary percentage of a Participant's Elective Deferrals, to be determined by the Employer, of each tier, to be determined by the Employer. The tiers may be based on the rate of a Participant's Elective Deferrals or Years of Service.

- c.  **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Elective Deferrals, determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

| Tiers of Contributions<br>(indicate \$ or %) | Matching Percentage |
|--|---------------------|
| First _____                                  | _____ %             |
| Next _____                                   | _____ %             |
| Next _____                                   | _____ %             |
| Next _____                                   | _____ %             |

- d.  **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's Elective Deferrals based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

| Years (or Periods) of Service | Matching Percentage |
|-------------------------------|---------------------|
| _____                         | _____ %             |
| _____                         | _____ %             |
| _____                         | _____ %             |

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1.  vesting purposes
2.  eligibility purposes

In determining the Employer matching contribution above, only Elective Deferrals up to the percentage or dollar amount specified below will be matched (select all that apply; leave blank if not applicable):

3.  \_\_\_\_\_% of a Participant's Compensation.
4.  \$\_\_\_\_\_.

- e.  **Other:** \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Reg. §1.401-1(b). If the formula is non-uniform, it is not a design-based safe harbor for nondiscrimination purposes.)

**NOTE:** If b., c., d. or e. above is selected, the Plan may violate the Code §401(a)(4) nondiscrimination requirements if the rate of matching contributions increases as a Participant's Elective Deferrals or Years (or Periods) of Service increase.

**Maximum matching contribution.** The matching contribution made on behalf of any Participant for any Plan Year will not exceed (leave blank if no limit on matching contribution):

- f.  \$\_\_\_\_\_.
- g.  \_\_\_\_\_% of Compensation.

- B. **Elective Deferrals considered for matching contribution.** The Plan will disregard a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant unless otherwise elected below.

- h.  The Plan will include a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant.

- C. **Period of determination.** The matching contribution formula will be applied on the following basis (and Elective Deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period):

- i.  the Plan Year
- j.  each payroll period
- k.  each month
- l.  each Plan Year quarter
- m.  each payroll unit (e.g., hour)
- n.  N/A (Plan only provides for discretionary matching contributions; i.e., a.1. or b. is selected above)

**NOTE:** For any discretionary match, the Employer will determine the calculation methodology at the time the matching contribution is determined.

- D. **QMACs** (Plan Section 1.69). The matching contributions will NOT be Qualified Matching Contributions (QMACs) unless otherwise selected below (leave blank if not applicable).

- o.  The matching contributions will be QMACs (fully Vested and subject to restrictions on withdrawals as set forth in the Plan). Such contributions may be used in either the ADP or ACP test.

E. **Allocation conditions** (Plan Section 12.3). Select p. OR q. and all that apply of r. - x. (Note: If the "ACP test safe harbor" provisions are being used (Question 27.b.), option p. below (no conditions) must be selected, unless no HCEs are eligible to receive the matching contribution.)

p.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip r. - x.).

q.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

**Conditions for Participants NOT employed on the last day of the Plan Year.**

1.  A Participant must complete more than \_\_\_\_\_ (not to exceed 500) Hours of Service (or \_\_\_\_\_ (not to exceed 3) months of service if the elapsed time method is selected).
2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). (could cause the Plan to violate coverage requirements under Code §410(b))
3.  Participants will NOT share in the allocations, regardless of service. (could cause the Plan to violate coverage requirements under Code §410(b))
4.  Participants will share in the allocations, regardless of service.
5.  Other: \_\_\_\_\_ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected))

**Conditions for Participants employed on the last day of the Plan Year** (options 7., 8. and 9. could cause the Plan to violate coverage requirements under Code §410(b))

6.  No service requirement.
7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8.  A Participant must complete at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service during the Plan Year.
9.  Other: \_\_\_\_\_ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If q.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- r.  Death
- s.  Total and Permanent Disability
- t.  Termination of employment on or after Normal Retirement Age
  1.  or Early Retirement Date

**Code §410(b) fail-safe.** If q.2., 3., 5. and/or q.7., 8. or 9. is selected, the Code §410(b) ratio percentage fail-safe provisions (Plan Section 12.3(f)) will NOT apply unless selected below (leave blank if not applicable or fail-safe will not be used):

u.  The Plan will use the Code §410(b) fail-safe provisions and must satisfy the "ratio percentage test" of Code §410(b).

**Conditions based on period other than Plan Year.** The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at q.8. above). (may not be selected with q.2. or q.7.)

- v.  The Plan Year quarter.
- w.  Payroll period.
- x.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

F. **Additional matching contributions.** No additional matching contribution may be made unless otherwise selected below (leave blank if not applicable).

y.  Additional matching contributions may be made (e.g., a matching contribution made on a periodic basis as well as a matching contribution based on the end of the Plan Year). Specify the additional matching contribution by attaching an addendum to the Adoption Agreement that duplicates this entire Question 28. If selected, the additional matching contribution applies to all Participants eligible to share in matching contributions except as otherwise specified in the addendum or below.

1.  The additional matching contribution only applies to the following Participants: \_\_\_\_\_ (must be definitely determinable). (If the additional matching contribution is in lieu of the matching contribution set forth in 28A - E above then use Eligible Employee question to exclude these Participants from such matching contribution.)

G. **True-up contributions.** Under Period of determination above, if j. - m. is selected, does the Employer have the discretion to true-up the Employer matching contribution (i.e., apply the Employer matching contribution on a Plan Year basis)? (leave blank if not applicable).

z.  Yes (may not be elected if the "ADP and/or ACP test safe harbor" provisions are being used).

29. EMPLOYER PROFIT SHARING CONTRIBUTIONS (Plan Section 12.1(a)(3)) (skip Questions 29 and 30 if Employer profit sharing contributions are NOT selected at Question 12.e.)

A. Profit sharing formula (c. may be selected in addition to a., b. or d.)

- a.  **Discretionary.** Discretionary contribution, to be determined by the Employer.
  - 1.  **Discretionary based on business units or location.** The Employer may determine a separate discretionary contribution for Participants working in different business units or locations.
- b.  **Fixed.** Fixed contribution equal to \_\_\_\_\_% of Compensation of Participants eligible to share in allocations.
- c.  **Prevailing wage contribution.** The Employer will make a "prevailing wage contribution" on behalf of each Participant who performs services subject to the Service Contract Act, Davis-Bacon Act or similar federal, state, or municipal prevailing wage statutes. The "prevailing wage contribution" will be an amount equal to the remaining balance of the prevailing wage defined bona-fide fringe benefit amount, based on the Participant's employment classification as designated on the appropriate prevailing wage determination, after the application of other prevailing wage defined bona-fide fringe payments. Specify the "prevailing wage contribution" by attaching an appendix to the Adoption Agreement that indicates the contribution rate(s) applicable to the prevailing wage employment/job classification(s). The "prevailing wage contribution" will not be subject to any age or service requirements set forth in Question 14, entry date provisions at Question 15, nor to any service or employment conditions set forth in Question 30 and will be 100% Vested.

**Additional "prevailing wage contribution" provisions** (select all that apply; leave blank if none apply)

- 1.  **Offset.** The "prevailing wage contribution" made on behalf of a Participant for a Plan Year will reduce (offset) other Employer contributions allocated or contributed on behalf of such Participant for the Plan.
- 2.  **Exclude Highly Compensated Employees.** Highly Compensated Employees will be excluded from receiving a "prevailing wage contribution."
- 3.  **QNEC.** The "prevailing wage contribution" is considered a Qualified Nonelective Contribution (QNEC).
- d.  **Other:** \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Reg. §1.401-1(b). If the formula is non-uniform, it is not a design-based safe harbor for nondiscrimination purposes.)

B. Contribution allocations. If a., b., or d. above is selected, the Employer Nonelective profit sharing contribution for a Plan Year will be allocated as follows:

e.  **INCORPORATION OF CONTRIBUTION FORMULA.** In accordance with the contribution formula specified above (may only be selected if b. or d. above is selected).

f.  **NON-INTEGRATED ALLOCATION**

- 1.  in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants
- 2.  in the same dollar amount to all Participants (per capita)
- 3.  in the same dollar amount per Hour of Service completed by each Participant
- 4.  in the same proportion that each Participant's points bears to the total of such points of all Participants. A Participant's points with respect to any Plan Year will be computed as follows (select all that apply):
  - a.  \_\_\_\_\_ point(s) will be allocated for each Year of Service (or Period of Service).  
However, the maximum Years (or Periods if elapsed time method is selected) of Service taken into account will not exceed:
    - 1.  \_\_\_\_\_ (leave blank if no limit on service applies).  
Year of Service (or Period of Service if applicable), means:
    - 2.  service for eligibility purposes
    - 3.  service for vesting purposes
  - b.  \_\_\_\_\_ point(s) will be allocated for each full \$ \_\_\_\_\_ (may not exceed \$200) of Compensation
  - c.  \_\_\_\_\_ point(s) will be allocated for each year of age as of the last day of the Plan Year

g.  **INTEGRATED (PERMITTED DISPARITY) ALLOCATION**

In accordance with Plan Section 4.3(b)(2) based on a Participant's Compensation in excess of:

- 1.  the Taxable Wage Base
- 2.  \_\_\_\_\_% (not to exceed 100%) of the Taxable Wage Base (see Note below)
- 3.  80% of the Taxable Wage Base plus \$1.00
- 4.  \$ \_\_\_\_\_ (not greater than the Taxable Wage Base) (see Note below)

**NOTE:** The integration percentage of 5.7% will be reduced to:

- 1. 4.3% if 2. or 4. above is more than 20% and less than or equal to 80% of the Taxable Wage Base.
- 2. 5.4% if 3. is selected or if 2. or 4. above is more than 80% of the Taxable Wage Base.

h.  **NON-SAFE HARBOR ALLOCATION METHODS**

- 1.  **Grouping method.** Pursuant to Plan Section 4.3(b)(3)(vi), the classifications are (select a. or b.):
  - a.  Each Participant constitutes a separate classification.
  - b.  Participants will be divided into the following classifications with the allocation methods indicated under each classification.

**Definition of classifications.** Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii). The design of the groups cannot be such that the only NHCEs

benefiting under the Plan are those with the lowest amount of Compensation and/or the shortest periods of service and who may represent the minimum number of these Employees necessary to satisfy coverage under Code §410(b).

Classification A will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification B will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification C will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification D will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Additional classifications: \_\_\_\_\_ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

**NOTE:** In the case of Self-Employed Individuals (i.e., sole proprietors or partners), the requirements of Regulation §1.401(k)-1(a)(6) continue to apply and the allocation method should not be such that a cash or deferred election is created for a Self-Employed Individual as a result of application of the allocation method.

**NOTE:** If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

**Determination of applicable group.** If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

1.  Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
  2.  Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
  3.  Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
  4.  One classification only. The Employer in a nondiscriminatory manner will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
2.  **Age-weighted method.** The Schedule of Age-Weighted Allocation Factors is set forth in attached Exhibit A (which is hereby incorporated by reference and made a part of the Plan) and will be based on the following interest rate (if no selection is made, c. will be deemed to have been selected):
- a.  7.5% interest
  - b.  8.0% interest
  - c.  8.5% interest
3.  **Other:** \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Reg. §1.401-1(b). If the formula is non-uniform, it is not a design-based safe harbor for nondiscrimination purposes.)

30. ALLOCATION CONDITIONS (Plan Section 12.3). Requirements to share in allocations of Employer Nonelective profit sharing contributions and QNECs (as permitted by Plan Section 12.1(a)(4)) (select a. OR b. and all that apply of c. - f.)

- a.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 31).
- b.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

**Conditions for Participants NOT employed on the last day of the Plan Year**

1.  A Participant must complete more than \_\_\_\_\_ (not to exceed 500) Hours of Service (or \_\_\_\_\_ (not to exceed 3) months of service if the elapsed time method is selected).
2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). (could cause the Plan to violate coverage requirements under Code §410(b))
3.  Participants will NOT share in the allocations, regardless of service. (could cause the Plan to violate coverage requirements under Code §410(b))
4.  Participants will share in the allocations, regardless of service.

5.  Other: \_\_\_\_\_ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

**Conditions for Participants employed on the last day of the Plan Year** (options 7., 8. and 9. could cause the Plan to violate coverage requirements under Code §410(b))

6.  No service requirement.  
 7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).  
 8.  A Participant must complete at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service during the Plan Year.  
 9.  Other: \_\_\_\_\_ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c.  Death  
 d.  Total and Permanent Disability  
 e.  Termination of employment on or after Normal Retirement Age  
 1.  or Early Retirement Date

**Code §410(b) fail-safe.** If b.2., 3., 5. and/or b.7., 8. or 9. is selected, the Code §410(b) ratio percentage fail-safe provisions will NOT apply (Plan Section 4.3(m)) unless selected below (leave blank if not applicable or fail-safe will not be used):

- f.  The Plan will use the Code §410(b) fail-safe provisions and must satisfy the ratio percentage test of Code §410(b).

31. FORFEITURES (Plan Sections 1.37 and 4.3(e))

Except as provided in Plan Section 1.37, a Forfeiture will occur:

- a.  N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply); skip to Question 32)  
 b.  As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.  
 c.  As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.

**NOTE:** (1) Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e).

(2) Effective for Plan Years beginning after the Plan Year in which this Plan document is adopted, Forfeitures may not be used to reduce Employer contributions which are required pursuant to the Code to be fully Vested when contributed to the Plan (such as QMACs, QNECs and "ADP test safe harbor contributions" other than QACA "ADP test safe harbor contributions"). The reallocation of Forfeitures could affect the Plan's top-heavy exemption (see Plan Section 12.8(f)). One approach to avoid this result is to provide for a discretionary matching contribution that satisfies the "ACP test safe harbor" provisions (i.e., select Question 27A.b. and select a discretionary matching contribution at Question 28) and then allocate Forfeitures as a matching contribution.

32. ALLOCATION OF EARNINGS (Plan Section 4.3(c))

Allocation of earnings with respect to amounts which are not subject to Participant investment direction and which are contributed to the Plan after the previous Valuation Date will be determined:

- a.  N/A. (all assets in the Plan are subject to Participant investment direction)  
 b.  by using a weighted average based on the amount of time that has passed between the date a contribution or distribution is made and the prior Valuation Date  
 c.  by treating one-half of all such contributions as being a part of the Participant's nonsegregated Account balance as of the previous Valuation Date  
 d.  by using the method specified in Plan Section 4.3(c) (balance forward method)  
 e.  other: \_\_\_\_\_ (must be a definite predetermined formula that is not based on Compensation, that satisfies the nondiscrimination requirements of Regulation §1.401(a)(4)-4, and that is applied uniformly to all Participants)

33. TOP-HEAVY MINIMUM ALLOCATION

The minimum allocation requirements for any Top-Heavy Plan Year will be applied only to Non-Key Employee Participants unless selected below:

- a.  The Top-Heavy minimum will be provided to both Key and Non-Key Employee Participants.

**DISTRIBUTIONS**

34. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one from a. - e. unless g. is selected below)

- a.  lump-sums  
 b.  substantially equal installments  
 c.  partial withdrawals, provided the minimum withdrawal is \$ \_\_\_\_\_ (leave blank if no minimum)

- d.  partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (e.g., partial is not permitted for death benefits; leave blank if no exceptions):
1.  \_\_\_\_\_
- e.  other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**NOTE:** Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

**Annuities.** Is the annuity form of distribution the normal form of distribution?

**NOTE:** If this Plan includes transferred pension assets, f. 1. or g. below must be selected.

- f.  **Annuities are not allowed or are not the normal form of distribution** (except as indicated below). Plan Section 6.13(b) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 will not apply to the Plan.

**Special rules.** An annuity form of distribution is available to certain Participants and/or with respect to only a portion of the Plan assets according to the following: (select all that apply)

1.  **Pension assets.** Annuities are the normal form of distribution for assets that are transferred pension assets (Plan Section 6.13(a)).
2.  **Annuity selected by Participant.** Plan Section 6.13(c) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 will apply only if an annuity form of distribution is selected by a Participant.

However, the Participant may only select an annuity distribution according to the following:

- a.  \_\_\_\_\_ (leave blank if no conditions apply).
- g.  **Annuities are the normal form of distribution.** The qualified Joint and Survivor Annuity and Qualified Pre-Retirement Survivor Annuity provisions apply (Plan Section 6.13 will not apply and the joint and survivor rules of Code §§401(a)(11) and 417 will automatically apply).

**Pre-Retirement Survivor Annuity**

If the Plan permits an annuity form of payment under option f. 1. or g. above, the Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below (leave blank if default applies)

- h.  100% of a Participant's interest in the Plan.
- i.  \_\_\_\_\_% (may not be less than 50%) of a Participant's interest in the Plan.

**Cash or property.** Distributions may be made in:

- j.  cash only, except for (select all that apply; leave blank if none apply):
1.  insurance Contracts
2.  annuity Contracts
3.  Participant loans
4.  property in an open brokerage window or similar arrangement
- k.  cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
1.  Effective 09-01-2006, a distribution of the Participant's account will be made in a cash payment. If elected, the Participant's account will be made as an in-kind distribution if the account includes limited partnerships, Individual Directed Accounts (IDA), Self-Directed Brokerage Accounts, employer stock and/or other types of property not in the form of marketable securities

35. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

**A. Accounts in excess of \$5,000**

- a.  Distributions may be made as soon as administratively feasible following severance of employment.
- b.  Distributions may be made as soon as administratively feasible after the Participant has incurred \_\_\_\_\_ 1-Year Break(s) in Service (or Period(s) of Severance if the elapsed time method is selected).
- c.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- d.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- e.  Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- f.  Distributions may be made as soon as administratively feasible after \_\_\_\_\_ months have elapsed following severance of employment.
- g.  No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- h.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulation §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**B. Accounts of \$5,000 or less**

- i.  Same as above
- j.  Distributions may be made as soon as administratively feasible following severance of employment.
- k.  Distributions may be made as soon as administratively feasible after the Participant has incurred \_\_\_\_\_ 1-Year Break(s) in Service (or Period(s) of Severance if the elapsed time method is selected).
- l.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- m.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulation §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**C. Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 35.g. and 35.i.):

- n.  Other: \_\_\_\_\_ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulation §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**D. Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

**NOTE:** The Plan provides that distributions of amounts of \$5,000 or less do not require spousal consent and are only paid as lump-sums.

- o.  No, Participant consent is required for all distributions.
- p.  Yes, Participant consent is required only if the distribution is over:
  - 1.  \$5,000
  - 2.  \$1,000
  - 3.  \$\_\_\_\_\_ (less than \$1,000)

**NOTE:** If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

**Automatic IRA rollover.** With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

- 4.  If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$\_\_\_\_\_ (e.g., \$200).

**E. Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions or consent rules.

- q.  Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

**NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

**F. Mandatory distribution at Normal Retirement Age.** Regardless of the above elections other than any mandatory distributions provided for in p. above, unless otherwise selected below, a Participant who has severed employment may elect to delay a distribution beyond the later of age 62 or the Participant's Normal Retirement Age (subject to Plan Section 6.8).

- r.  A Participant who has severed employment may not elect to delay a distribution beyond the later of age 62 or the Participant's Normal Retirement Age.

36. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a.  be made pursuant to the election of the Participant or "designated Beneficiary"
- b.  begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
- c.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries
- d.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

**NOTE:** The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

37. HARSHIP DISTRIBUTIONS (Plan Sections 6.12 and/or 12.10)

- a.  Hardship distributions are NOT permitted (skip to Question 38).

- b.  Hardship distributions are permitted from the following Participant Accounts:
1.  all Accounts
  2.  only from the following Accounts (select one or more):
    - a.  Pre-Tax Elective Deferral Account
    - b.  Roth Elective Deferral Account
    - c.  Account(s) attributable to Employer matching contributions
    - d.  Account attributable to Employer Nonelective profit sharing contributions
    - e.  Rollover Account
    - f.  Transfer Account (other than amounts attributable to a money purchase pension plan)
    - g.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**NOTE:** Distributions from a Participant's Elective Deferral Account are limited to the portion of such Account attributable to such Participant's Elective Deferrals (and earnings attributable thereto up to December 31, 1988). Hardship distributions are NOT permitted from a Participant's Qualified Nonelective Contribution Account, Qualified Matching Contribution Account, Accounts attributable to "ADP test safe harbor contributions" or Transfer Account attributable to pension assets (e.g., from a money purchase pension plan).

**Additional limitations.** The following limitations apply to hardship distributions:

3.  N/A (no additional limitations)
4.  Additional limitations (select one or more):
  - a.  The minimum amount of a distribution is \$ \_\_\_\_\_ (may not exceed \$1,000).
  - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - c.  Distributions may only be made from Accounts which are fully Vested.
  - d.  A Participant does not include a Former Employee at the time of the hardship distribution.
  - e.  Hardship distributions may be made subject to the following provisions: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion).

**Beneficiary Hardship.** Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

5.  Hardship distributions for expenses of Beneficiaries are allowed.
 

**Special effective date** (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)

  - a.  effective as of 08-17-2006 (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than August 17, 2006)
  - b.  eliminated effective as of \_\_\_\_\_.

**Safe harbor hardship rules.** Will the safe harbor hardship rules of Plan Section 12.10 apply to hardship distributions from all Accounts?

6.  Yes. The provisions of Plan Section 12.10 apply to all hardship distributions.
7.  No. The provisions of Plan Section 6.12 apply to hardship distributions from all Accounts other than a Participant's Elective Deferral Account.
8.  No. The provisions of Plan Section 6.12 apply to all hardship distributions.

38. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

- a.  In-service distributions are NOT permitted (except as otherwise selected for Hardship Distributions).
- b.  In-service distributions may be made to a Participant who has not separated from service provided any of the following conditions have been satisfied (select one or more):
  1.  Age
    - a.  the Participant has attained age 59 1/2
    - b.  the Participant has reached Normal Retirement Age
  2.  the Participant has been a Participant in the Plan for at least \_\_\_\_\_ years (may not be less than five (5))
  3.  the amounts being distributed have accumulated in the Plan for at least 2 years
  4.  other: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; must be nondiscriminatory; and must be limited to a combination of items b.1. – b.3. or a Participant's disability)

**More than one condition.** If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

5.  A Participant must satisfy each condition

**NOTE:** Regardless of any elections above, distributions from a Participant's Elective Deferral Account, Qualified Matching Contribution Account, Qualified Nonelective Contribution Account and Accounts attributable to "ADP test safe harbor contributions" are subject to restrictions and generally may not be distributed prior to age 59 1/2. Distributions from a Transfer Account attributable to a money purchase pension plan are not permitted prior to age 62.

**Account restrictions.** In-service distributions are permitted from the following Participant Accounts:

- 6.  all Accounts
- 7.  only from the following Accounts (select one or more):
  - a.  Pre-Tax Elective Deferral Account
  - b.  Roth Elective Deferral Account
  - c.  Account(s) attributable to Employer matching contributions (includes matching "ADP test safe harbor contributions")
  - d.  Account attributable to Employer Nonelective profit sharing contributions
  - e.  Qualified Nonelective Contribution Account (includes nonelective "ADP test safe harbor contributions")
  - f.  Rollover Account
  - g.  Transfer Account attributable to (select one or both):
    - 1.  non-pension assets
    - 2.  pension assets (e.g., from a money purchase pension plan)
  - h.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**Limitations.** The following limitations apply to in-service distributions:

- 8.  N/A (no additional limitations)
- 9.  Additional limitations (select one or more):
  - a.  The minimum amount of a distribution is \$ \_\_\_\_\_ (may not exceed \$1,000).
  - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - c.  Distributions may only be made from Accounts which are fully Vested.
  - d.  Distributions from the Roth Elective Deferral Account (38.b.6. or 38.b.7.b. selected), may only be made if the distribution is a "qualified distribution."
  - e.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must be definitely determinable and not subject to discretion).

39. **AGE 62 IN-SERVICE DISTRIBUTIONS FOR TRANSFERRED MONEY PURCHASE ASSETS (Plan Section 6.11)**

In-service distributions at age 62 will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (applies only for Transfer Accounts from a money purchase pension plan):

- a.  In-service distributions will be allowed for Participants at age 62.

**Special effective date.** If this is a PPA restatement and the provision applied other than as of the first day of the 2007 Plan Year, then enter the date such provision was first effective: (leave blank if not applicable)

- 1.  \_\_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year).

**Limitations.** The following limitations apply to these in-service distributions:

- 2.  The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
- 3.  N/A (no limitations)
- 4.  The following elections apply to in-service distributions at age 62 (select one or more):
  - a.  The minimum amount of a distribution is \$ \_\_\_\_\_ (may not exceed \$1,000).
  - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - c.  Distributions may only be made from Accounts which are fully Vested.
  - d.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must be definitely determinable and not subject to discretion).

40. **IN-PLAN ROTH ROLLOVER CONTRIBUTIONS (Plan Section 12.11) (skip if Roth Elective Deferrals NOT selected at Question 12.b.1.)**

- a.  In-Plan Roth rollover contributions are NOT permitted (skip to Question 41).
- b.  In-Plan Roth rollover contributions are permitted according to the following provisions.

**Special effective date.** (may be left blank if same as Plan or Restatement Effective Date)

- 1.  \_\_\_\_\_ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than September 28, 2010)

**Eligibility and type of rollover.** Any Participant may elect an in-Plan Roth rollover contribution by direct rollover except as selected below (select all that apply; leave blank if none apply):

- c.  **In-service distribution only.** Only Participants who are Employees may elect an in-Plan Roth rollover contribution. (if not selected, Terminated Participants may make an in-Plan Roth rollover contribution but only when entitled to an actual cash distribution)
- d.  **No transfer of loans.** Loans may not be distributed as part of an in-Plan Roth rollover contribution. (if not selected, any loans may be transferred)

**In-service distribution provisions.** The Employer elects the following regarding in-service distributions from the Plan solely for purposes of making an in-Plan Roth rollover contribution:

- e.  N/A (Plan's existing in-service distribution provisions apply) (may only be selected if Plan permits in-service distributions; skip to Question 41)

- f.  In-service distribution provisions. The Employer elects to permit in-service distributions as follows solely for purposes of making an in-Plan Roth rollover contribution (select one or more):
1.  the Participant has attained age \_\_\_\_\_
  2.  the Participant has \_\_\_\_\_ months of participation (specify minimum of 60 months)
  3.  the amounts being distributed have accumulated in the Plan for at least \_\_\_\_\_ years (at least 2)
  4.  other (describe): \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; must be nondiscriminatory; and must be limited to a combination of items f.1. – f.3. or a Participant's disability)

**More than one condition.** If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

5.  A Participant must satisfy each condition

**NOTE:** Regardless of any election above to the contrary, in-Plan Roth rollover contributions are not permitted from a Participant's Elective Deferral Account, Qualified Matching Contribution Account, Qualified Nonelective Contribution Account and Accounts attributable to "ADP test safe harbor contributions" prior to age 59 1/2. Distributions from a Transfer Account attributable to a money purchase pension plan are not permitted prior to age 62.

**Source of in-Plan Roth rollover contribution.** Plan permits a direct rollover from the following qualifying sources:

6.  all Accounts
7.  only from the following qualifying sources (select one or more):
  - a.  Pre-Tax Elective Deferral Account
  - b.  Account(s) attributable to Employer matching contributions (includes any matching "ADP test safe harbor contributions")
  - c.  Account attributable to Employer Nonelective profit sharing contributions
  - d.  Qualified Nonelective Contribution Account (includes any nonelective "ADP test safe harbor contributions")
  - e.  Rollover Account
  - f.  Transfer Account
  - g.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion; e.g., a Participant's Pre-Tax Deferral Account or Matching Contribution Account, but not the Participant's Nonelective Contribution Account)

**Other limitations on direct in-Plan Roth rollover contribution** (leave blank if none apply)

8.  The following limitations apply (select one or more):
  - a.  The minimum amount that may be rolled over is \$ \_\_\_\_\_ (may not exceed \$1,000).
  - b.  Distributions may only be made from Accounts which are fully Vested.
  - c.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (describe - must be definitely determinable and not subject to discretion).

**Withholding.** If the Plan does not permit an actual distribution upon the event triggering the right to elect the in-Plan Roth rollover contribution, then a Participant may not elect to have a portion of the amount that may be distributed as an in-Plan Roth rollover contribution distributed for tax withholding purposes unless selected below (leave blank if not applicable):

9.  **Distribution for withholding.** A Participant may elect to have a portion of the amount that may be distributed as an in-Plan Roth rollover contribution distributed solely for purposes of federal or state income tax withholding related to the in-Plan Roth rollover contribution.

41. QUALIFIED RESERVIST DISTRIBUTIONS (Plan Section 6.18)

- a.  Qualified reservist distributions are NOT permitted
- b.  Qualified reservist distributions are permitted

**Special effective date** (may be left blank if same as Plan or Restatement Effective Date)

1.  09-12-2001 (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than September 12, 2001)

42. HEART ACT PROVISIONS (Plan Section 6.18)

**Continued benefit accruals.**

- a.  Continued benefit accruals will NOT apply
- b.  Continued benefit accruals will apply

**Special effective date.** If this is a PPA restatement and the provision applied other than as of the first day of the 2007 Plan Year, then enter the date such provision was first effective: (leave blank if not applicable)

- c.  \_\_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year)

**Distributions for deemed severance of employment**

- d.  The Plan does NOT permit distributions for deemed severance of employment
- e.  The Plan permits distributions for deemed severance of employment

**Special effective date** (may be left blank if same as Plan or Restatement Effective Date)

- 1.  01-01-2007 (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than January 1, 2007)

**NONDISCRIMINATION TESTING**

- 43. **HIGHLY COMPENSATED EMPLOYEE (Plan Section 1.41)**  
Top-Paid Group election and calendar year data election are not used unless selected below (the selections made for the latest year will continue to apply to subsequent Plan Years unless the Plan is amended) (select all that apply; leave blank if none apply):
  - a.  **Top-Paid Group election** will be used.
  - b.  **Calendar year data election** will be used (only applicable to non-calendar year Plan Year).

- 44. **ADP AND ACP TESTS (Plan Sections 12.4 and 12.6)**

**NOTE:** The selections made below for the latest year will continue to apply to subsequent Plan Years unless the Plan is amended. Also, the prior method will not apply if the Employer uses the discretionary nonelective "ADP test safe harbor contribution" described in Section 12.8(h) or if the Plan is amended during a Plan Year to eliminate an "ADP test safe harbor contribution."

**ADP test.** If applicable, the ADP ratio for NHCEs will be based on the current year ratio unless prior year testing method is selected below (leave blank if current year testing method is being used):

- a.  **Prior year testing method.** The prior year ratio will be used. If this selection is made for the first year the Code §401(k) feature is added to this Plan (unless this Plan is a successor plan), then for the first Plan Year only, the amount taken into account as the ADP of Nonhighly Compensated Employees for the preceding Plan Year will be the greater of 3% or the actual percentage for the initial Plan Year.

**ACP test.** If applicable, the ACP ratio for NHCEs will be based on the current year ratio unless prior year testing method is selected below (leave blank if current year testing method is being used):

- b.  **Prior year testing method.** The prior year ratio will be used. If this selection is made for the first year the Code §401(m) feature is added to this Plan (unless this Plan is a successor plan), then for the first Plan Year only, the amount taken into account as the ACP of NHCEs for the preceding Plan Year will be the greater of 3% or the actual percentage for the initial Plan Year.

**Effective dates:**(optional)

- c.  **Current year testing method.** If the current year testing method is currently being used, enter the date it was first effective (used for purposes of applying the five year restriction on amending to the prior year testing method):
  - 1.  ADP test: \_\_\_\_\_ (may not be selected with 44.a.)
  - 2.  ACP test: \_\_\_\_\_ (may not be selected with 44.b.)

**MISCELLANEOUS**

- 45. **LOANS TO PARTICIPANTS (Plan Section 7.6)**

- a.  New loans are NOT permitted.
- b.  New loans are permitted.

**NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers, then the Administrator may, in a uniform and nondiscriminatory manner, accept rollovers of loans into this Plan.

- 46. **ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 12.f.)**

**Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

- a.  Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
- b.  Participants who are Former Employees

**Distributions.** When may distributions be made from a Participant's Rollover Account?

- c.  At any time
- d.  Only when the Participant is otherwise entitled to a distribution under the Plan

- 47. **AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if after-tax voluntary Employee contributions NOT selected at Question 12.g.)**

**Matching after-tax voluntary Employee contributions.** There are no Employer matching contributions on after-tax voluntary Employee contributions unless elected below.

- a.  After-tax voluntary Employee contributions are aggregated with Elective Deferrals for purposes of applying any matching contributions under the Plan.

PPA TRANSITION RULES

The following questions only apply if this is a PPA restatement (i.e., Question 5.b.1. is selected). If this is not a PPA restatement, then this Plan will not be considered an individually designed plan merely because the following questions are deleted from the Adoption Agreement.

**NOTE:** The following provisions are designed to be left unanswered if the selections do not apply to the Plan.

48. **PRIOR VESTING SCHEDULE FOR EMPLOYER NONELECTIVE PROFIT SHARING CONTRIBUTIONS.** The vesting schedule for amounts attributable to Employer Nonelective profit sharing contributions made prior to Plan Years beginning after December 31, 2006, is (leave blank if not applicable):
- a.  \_\_\_\_\_ (enter the vesting schedule that applied prior to the Plan Year beginning in 2007; such schedule must satisfy 5-year cliff or 7-year graded and, if applicable, must provide for a top-heavy minimum schedule)
49. **WRERA - RMD WAIVERS FOR 2009 (Plan Section 6.8(f))**  
**Suspension/continuation of RMDs.** Unless otherwise elected below, required minimum distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions:
- a.  RMDs for 2009 were suspended for any Participant or Beneficiary who was scheduled to receive his/her first RMD for 2009 or who did not make a continuing election prior to 2009 to receive his/her RMD (unless the Participant or Beneficiary made an election to receive such distribution). RMDs for 2009 were continued for any Participant or Beneficiary who had made a continuing election to receive an RMD prior to 2009 (unless the Participant or Beneficiary made an election to suspend such distribution).
- b.  RMDs continued unless otherwise elected by a Participant or Beneficiary.
- c.  RMDs continued in accordance with the terms of the Plan (i.e., no election available to Participants or Beneficiaries).
- d.  Other: \_\_\_\_\_
- Direct rollovers.** The Plan also treated the following as "eligible rollover distributions" in 2009 (If no election is made, then a "direct rollover" was only offered for "2009 RMDs"):
- e.  "2009 RMDs" and "Extended 2009 RMDs."
- f.  "2009 RMDs" but only if paid with an additional amount that is an "eligible rollover distribution" without regard to Code §401(a)(9)(H).
50. **NON-SPOUSAL ROLLOVERS (Plan Section 6.15(d)).** Non-spousal rollovers are permitted effective for distributions after December 31, 2006 unless an alternative effective date is selected at a. below:
- a.  Non-spousal rollovers are allowed effective \_\_\_\_\_ (may not be earlier than January 1, 2007 and not later than January 1, 2010; the Plan already provides for non-spousal rollovers effective as of January 1, 2010)

**Volume Submitter 401(k) Profit Sharing Plan**

The adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code §401 only to the extent provided in Rev. Proc. 2011-49 or subsequent guidance.

The Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Rev. Proc. 2011-49 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

This Adoption Agreement may be used only in conjunction with the Volume Submitter basic Plan document #06. This Adoption Agreement and the basic Plan document will together be known as CMFG Life Insurance Company Volume Submitter 401(k) Profit Sharing Plan #06-003.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

CMFG Life Insurance Company will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify CMFG Life Insurance Company of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and CMFG Life Insurance Company no longer has any obligations to the Employer that relate to the adoption of this Plan.

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an advisory letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative):

Name: CMFG Life Insurance Company  
Address: 5910 Mineral Point Rd  
Madison Wisconsin 53705  
Telephone: (800) 999-8786

The Employer and Trustee (or Insurer), by executing below, hereby adopt this Plan:

EMPLOYER: City of McCook

By: X \_\_\_\_\_ X \_\_\_\_\_  
DATE SIGNED

TRUSTEE (OR INSURER):

[ ] The signature of the Trustee or Insurer appears on a separate agreement or Contract,

OR (add additional Trustee signature lines as necessary)

Lea Ann Doak

X \_\_\_\_\_ X \_\_\_\_\_  
TRUSTEE OR INSURER DATE SIGNED

Kyle Potthoff

X \_\_\_\_\_ X \_\_\_\_\_  
TRUSTEE OR INSURER DATE SIGNED

**APPENDIX A  
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

**A. Special effective dates/spin-offs/mergers** (the following elections are optional; select any that apply):

- a.  **Employer matching contributions.** The Employer matching contribution provisions under Question 28. are effective: \_\_\_\_\_.
- b.  **Employer profit sharing contributions.** The Employer profit sharing contribution provisions under Questions 29. and 30. are effective: \_\_\_\_\_.
- c.  **Distribution elections.** The distribution elections under Questions \_\_\_\_\_ (Choose 34. - 42. as applicable) are effective: \_\_\_\_\_.
- d.  **Other special effective date(s):** \_\_\_\_\_. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law.
- e.  **Spin-off.** The Plan was a spin-off from the \_\_\_\_\_ (enter name of plan), which was originally effective \_\_\_\_\_ (enter effective date of original plan).
- f.  **Merged plans.** The following plan(s) are merged into this Plan (enter applicable information; attach addendum if more than 4 merged plans):

|    | Name of merged plan | Merger date | Original effective date of merged plan |
|----|---------------------|-------------|--|
| 1. | _____               | _____       | _____                                  |
| 2. | _____               | _____       | _____                                  |
| 3. | _____               | _____       | _____                                  |
| 4. | _____               | _____       | _____                                  |

**B. Other permitted elections** (the following elections are optional):

- a.  **No other permitted elections**
- The following elections apply** (select one or more):
- b.  **Deemed 125 compensation** (Plan Section 1.40). Deemed 125 compensation will be included in Compensation and 415 Compensation.
  - c.  **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) will not apply for (select one or both):
    - 1.  eligibility purposes
    - 2.  vesting purposes
  - d.  **The "one-year hold-out" rule** described in Plan Section 3.5(e) will apply to (select one or both):
    - 1.  determine eligibility (for all contributions types except Elective Deferrals)
    - 2.  determine vesting
  - e.  **Normal form of annuity.** If the Plan permits an annuity form of payment (e.g., if 34.f.1., f.2. or g. is selected), instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be:
    - 1.  joint and 100% survivor annuity
    - 2.  joint and 75% survivor annuity
    - 3.  joint and 66 2/3% survivor annuity
  - f.  **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(e)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used: \_\_\_\_\_ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
  - g.  **Common, collective or pooled trust funds** (Plan Sections 7.2(c)(5) and/or 7.3(b)(6)). The name(s) of the common, collective or pooled trust funds available under the Plan is (are): \_\_\_\_\_
  - h.  **"Section 411(d)(6) protected benefits"** (Plan Section 8.1(b)). The following are Code §411(d)(6) protected benefits that are preserved under this Plan: In-service distributions for Disability prior to termination of employment will be allowed from the following accounts: salary deferrals, qualified matching contributions and matching contributions \*\*\* Effective 01-01-2016, the Early Retirement Age is 55 and the completion of 7 Years of Service based on Vesting . Prior to 01-01-2016, the Early Retirement Age was age 55 and the 7th anniversary of participation in the Plan (specify the protected benefits and the accrued benefits that are subject to the protected benefits).
  - i.  **Limitation Year** (Plan Section 1.50). The Limitation Year for Code §415 purposes will be \_\_\_\_\_ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
  - j.  **415 Limits when 2 or more defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual

medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:

1.  Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts":  
\_\_\_\_\_

k.  **Top-heavy duplications** (select one or more)

1.  **Top-heavy duplications when 2 or more defined contribution plans are maintained** (Plan Section 4.3(f)).

When a Non-Key Employee is a Participant in this Plan and another defined contribution plan maintained by the Employer that is subject to the top-heavy rules, indicate which method will be utilized to avoid duplication of top-heavy minimum benefits:

- a.  The full top-heavy minimum will be provided in each plan.  
 b.  A minimum, non-integrated contribution of 3% of each Non-Key Employee's 415 Compensation will be provided in the Money Purchase Plan (or other plan subject to Code §412).  
 c.  Specify the method under which the plans will provide top-heavy minimum benefits for Non-Key Employees that will preclude Employer discretion and avoid inadvertent omissions, including any adjustments required under Code §415: \_\_\_\_\_

**NOTE:** If b. or c. is selected then (1) an Employer may not rely on the advisory letter issued by the Internal Revenue Service with respect to the requirements of Code §416; and (2), if the plans do not benefit the same Participants, the uniformity requirement of the Regulations under Code §401(a)(4) may be violated.

2.  **Top-heavy duplications when a defined benefit plan is maintained** (Plan Section 4.3(i)). When a Non-Key Employee is a Participant in this Plan and a non-frozen defined benefit plan maintained by the Employer that is subject to the top-heavy rules, indicate which method will be utilized to avoid duplication of top-heavy minimum benefits: (select one of a. - d. AND complete e. or select f.)

- a.  The full top-heavy minimum will be provided in each plan (if selected, Plan Section 4.3(i) will not apply).  
 b.  5% defined contribution minimum  
 c.  2% defined benefit minimum will be made in the \_\_\_\_\_ (enter the name of the other plan)  
 d.  Specify the method under which the plans will provide top-heavy minimum benefits for Non-Key Employees that will preclude Employer discretion and avoid inadvertent omissions:  
\_\_\_\_\_

**NOTE:** If b., c., or d. is selected then (1) an Employer may not rely on the advisory letter issued by the Internal Revenue Service with respect to the requirements of Code §416, and (2), if the plans do not benefit the same Participants, the uniformity requirement of the Regulations under Code §401(a)(4) may be violated.

**AND,** the "present value" (Plan Section 9.2) for top-heavy purposes will be based on:

- e.  Interest Rate: \_\_\_\_\_  
 Mortality Table: \_\_\_\_\_  
 f.  The interest rate and mortality table specified to determine "present value" for top-heavy purposes in the defined benefit plan.

**AND,** a Participant must be employed on the last day of the Plan Year in order to receive the top-heavy minimum (Plan Section 4.3(h)) unless elected below.

- g.  A Participant is not required to be employed by the Employer on the last day of the Plan Year.

- l.  **Recognition of Service with other employers** (Plan Sections 1.62 and 1.88). Service with the following employers (in addition to those specified at Question 16) will be recognized as follows (select one or more; if more than 6 employers, attach an addendum to the Adoption Agreement):

|  | Eligibility                 | Vesting                     | Contribution Allocation     |
|--|-----------------------------|-----------------------------|-----------------------------|
| 1. <input type="checkbox"/> Employer name: _____ | a. <input type="checkbox"/> | b. <input type="checkbox"/> | c. <input type="checkbox"/> |
| 2. <input type="checkbox"/> Employer name: _____ | a. <input type="checkbox"/> | b. <input type="checkbox"/> | c. <input type="checkbox"/> |
| 3. <input type="checkbox"/> Employer name: _____ | a. <input type="checkbox"/> | b. <input type="checkbox"/> | c. <input type="checkbox"/> |
| 4. <input type="checkbox"/> Employer name: _____ | a. <input type="checkbox"/> | b. <input type="checkbox"/> | c. <input type="checkbox"/> |
| 5. <input type="checkbox"/> Employer name: _____ | a. <input type="checkbox"/> | b. <input type="checkbox"/> | c. <input type="checkbox"/> |
| 6. <input type="checkbox"/> Employer name: _____ | a. <input type="checkbox"/> | b. <input type="checkbox"/> | c. <input type="checkbox"/> |

**Limitations**

7.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_ a.  b.  c.   
 (e.g., credit service with X only on/following 1/1/13 or credit all service with entities the Employer acquires after 12/31/12)

m.  **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):

1.  **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: \_\_\_\_\_ (must be definitely determinable, non-discriminatory under Code §401(a)(4) and otherwise satisfy the parameters set forth in Questions 18 and 19 and Plan Section 6.4.; e.g., rather than the schedule specified at Question 18, the 5-year graded schedule applies to amounts merged into the Plan from the XYZ Plan.)
2.  **Pre-amendment vesting schedule.** (Plan Section 6.4(h)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 18 applies to any Participants, then the following provisions apply (must select one of a. - d. AND complete e.):

**Applicable Participants.** The vesting schedules in Question 18 only apply to:

- a.  Participants who are Employees as of \_\_\_\_\_ (enter date).  
 b.  Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).  
 c.  Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date).  
 d.  Other: \_\_\_\_\_ (e.g., Participants in division A)

**Vesting schedule**

e. The schedule that applies to Participants not subject to the vesting schedule in Question 18 is:

| Years (or Periods) of Service | Percentage |
|-------------------------------|------------|
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |

3.  **Prior vesting schedule for Employer matching contributions.** The vesting schedule for amounts attributable to Employer matching contributions made prior to Plan Years beginning after December 31, 2001 is: \_\_\_\_\_ (enter the vesting schedule that applied prior to the Plan Year beginning in 2002; such schedule must satisfy 5-year cliff or 7-year graded and, if applicable, must provide for a top-heavy minimum schedule)

n.  **Top-heavy vesting schedule** (Plan Section 6.4(e)).

Instead of any other vesting schedules set forth in the Plan, if this Plan becomes a Top-Heavy Plan, the following vesting schedule, based on number of Years of Service (or Periods of Service if the elapsed time method is selected) will apply:

1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%  
 2.  3 Year Cliff: 0-2 years-0%; 3 years-100%  
 3.  Other - Must be at least as liberal as either 1. or 2. above in each year without switching between the two schedules. (if a different top-heavy schedule applies to different contribution sources, attach an addendum specifying the schedule that applies to each source):

| Years (or Periods) of Service | Percentage |
|-------------------------------|------------|
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |

**NOTE:** This Section does not apply to the Account balance of any Participant who does not have an Hour of Service after the Plan has initially become top-heavy. Such Participant's Vested Account balance will be determined without regard to this Section.

o.  **Leased Employees** (Plan Section 1.49)

1.  **Offset of contributions to leasing organization plan.** The Employer will reduce allocations to this Plan for any Leased Employee to the extent that the leasing organization contributes to or provides benefits under a leasing organization plan to or for the Leased Employee and which are attributable to the Leased Employee's services for the Employer.

2.  **Disregard one year requirement.** The definition of Leased Employee shall be applied by disregarding the requirement of performing services for at least one year, for the following contributions (select a. or all that apply of b.1. - b.3.) (Elective Deferrals include Roth Elective Deferrals, "ADP test safe harbor contributions" (including those made pursuant to a QACA) and SIMPLE 401(k) contributions, after-tax voluntary Employee contributions, and rollover contributions; Matching includes QMACs; and Nonelective Profit Sharing includes QNECs):
- a.  All contributions
  - b.  The following contributions (select all that apply)
    - 1.  Elective Deferrals
    - 2.  Matching contributions
    - 3.  Nonelective Profit Sharing contributions

p.  **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

**NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant who is not a "five percent (5%) owner" is:

- 1.  April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
- 2.  April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
  - a.  A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of \_\_\_\_\_ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
    - 1.  N/A (annuity distributions are not permitted)
    - 2.  Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
    - 3.  Upon the recommencement of distributions, a new Annuity Starting Date is created.
  - b.  A Participant who had not begun receiving required minimum distributions as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
    - 1.  The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

q.  **Other spousal provisions** (select one or more)

- 1.  **One-year marriage rule.** For purposes of the Plan, other than for purposes of determining eligible hardship distribution expenses, an individual is treated as Spouse only if such individual was married throughout the one year period ending on the earlier of the Annuity Starting Date or the date of the Participant's death.
- 2.  **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: \_\_\_\_\_
- 3.  **Automatic revocation of spousal designation** (Plan Section 6.2(f)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
- 4.  **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.

r.  **Applicable law.** Instead of using the applicable laws set forth in Plan Section 10.4(a), the Plan will be governed by the laws of: \_\_\_\_\_

s.  **Total and Permanent Disability.** Instead of the definition at Plan Section 1.83, Total and Permanent Disability means: \_\_\_\_\_ (must be definitely determinable).

t.  **Other Trust provisions** (select any that apply)

- 1.  **Special Trustee for collection of contributions.** The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions pursuant to Plan Section 7.1(b):
  - Name: \_\_\_\_\_
  - Title \_\_\_\_\_
  - a.  \_\_\_\_\_
  - Address and telephone number**
  - b.  Use Employer address and telephone number
  - c.  Use address and telephone number below:

Address: \_\_\_\_\_  
 \_\_\_\_\_ Street  
 \_\_\_\_\_  
 \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip  
 Telephone: \_\_\_\_\_

**NOTE:** The Trustee named above is hereby appointed as a Trustee for the Plan, and is referred to as the Special Trustee. The sole responsibility of the Special Trustee is to collect contributions the Employer owes to the Plan. No other Trustee has any duty to ensure that the contributions received comply with the provisions of the Plan or is obliged to collect any contributions from the Employer. No Trustee, other than the Special Trustee, is obliged to ensure that funds deposited are deposited according to the provisions of the Plan. The Special Trustee must accept its position and agree to its obligations hereunder.

2.  **Permissible Trust (or Custodian) modifications.** The Employer makes the following modifications to the Trust (or Custodial) provisions as permitted under Rev. Proc. 2011-49 (or subsequent IRS guidance) (select one or more of a. - c. below):

**NOTE:** Any elections below must not: (i) conflict with any Plan provision unrelated to the Trust or Trustee; or (ii) cause Plan to violate Code §401(a). In addition, this may not be used to substitute all of the Trust provisions in the Plan.

- a.  **Investments.** The Employer amends the Trust provisions relating to Trust investments as follows: \_\_\_\_\_  
 b.  **Duties.** The Employer amends the Trust provisions relating to Trustee (or Custodian) duties as follows: \_\_\_\_\_  
 c.  **Other administrative provisions.** The Employer amends the other administrative provisions of the Trust as follows: \_\_\_\_\_

- u.  **Other provisions for matching contributions** (select one or more)  
 1.  **Match applied to elective deferrals to 403(b) arrangement.** In applying any matching contributions in this Plan, elective deferrals to a Code §403(b) arrangement will be aggregated with Elective Deferrals to this Plan.  
 2.  **Matching contributions not used to satisfy top-heavy contribution** (Plan Section 4.3(j)). Employer matching contributions will NOT be taken into account for purposes of satisfying the minimum contribution requirements of Code §416(c)(2) and the Plan.

- v.  **QACA safe harbor contributions vesting options.** The vesting options selected at Question 19 on the Adoption Agreement also apply to the Participant's Qualified Automatic Contribution Safe Harbor Account unless otherwise selected below (select all that apply):

**Excluded service prior to initial Effective Date of Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))**

1.  applies  
 2.  does not apply

**Excluded service prior to the computation period in which an Employee has attained age 18**

3.  applies  
 4.  does not apply

**Full vesting upon death**

5.  applies  
 6.  does not apply

**Full vesting upon Total and Permanent Disability**

7.  applies  
 8.  does not apply

**ADMINISTRATIVE PROCEDURES**

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

**A. Loan limitations. Note:** the separate loan program required by the DOL will override any inconsistent selections made below. (complete only if loans to Participants are permitted)

- a.  Limitations (select one or more; leave blank if none apply):
    - 1.  Loans will be treated as Participant directed investments.
    - 2.  Loans will only be made for hardship or financial necessity as defined below (select a. or b.)
      - a.  hardship reasons specified in Plan Section 12.10
      - b.  other: \_\_\_\_\_ (specify financial necessity)
    - 3.  The minimum loan will be \$ 1000 (may not exceed \$1,000).
    - 4.  A Participant may only have 3 (e.g., one (1)) loan(s) outstanding at any time.
    - 5.  All outstanding loan balances will become due and payable in their entirety upon severance of employment unless directly rolled over (if otherwise permitted) to another employer's plan.
    - 6.  **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
      - a.  Pre-Tax Elective Deferral Account
      - b.  Roth Elective Deferral Account
      - c.  Account(s) attributable to Employer matching contributions (includes matching "ADP test safe harbor contributions")
      - d.  Account attributable to Employer Nonelective profit sharing contributions
      - e.  Qualified Nonelective Contribution Account (includes nonelective "ADP test safe harbor contributions")
      - f.  Rollover Account
      - g.  Transfer Account attributable to (select one or both):
        - 1.  non-pension assets
        - 2.  pension assets (e.g., from a money purchase pension plan)
      - h.  Voluntary Contribution Account
      - i.  Other: \_\_\_\_\_
- AND**, if loans are restricted to certain Accounts, the limitations of Code §72(p) and the adequate security requirement of the DOL Regulations will be applied:
- j.  by determining the limits by only considering the restricted Accounts.
  - k.  by determining the limits taking into account a Participant's entire interest in the Plan.

**Additional loan provisions** (select all that apply; leave blank if none apply)

- b.  **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll; e.g., partner who only has a draw):
  - 1.  payroll deduction
  - 2.  ACH (Automated Clearing House)
  - 3.  check
    - a.  Only for prepayment
- c.  **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
  - 1.  0 percentage points over the prime interest rate
  - 2.  \_\_\_\_\_%
  - 3.  the Administrator establishes the rate in a nondiscriminatory manner
- d.  **Refinancing.** Loan refinancing is allowed.

**B. Life insurance.** (Plan Section 7.5)

- a.  Life insurance may not be purchased.
- b.  Life insurance may be purchased...
  - 1.  at the option of the Administrator
  - 2.  at the option of the Participant

**Limitations**

- 3.  N/A (no limitations)
- 4.  The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
  - a.  Each initial Contract will have a minimum face amount of \$ \_\_\_\_\_.
  - b.  Each additional Contract will have a minimum face amount of \$ \_\_\_\_\_.
  - c.  The Participant has completed \_\_\_\_\_ Years (or Periods) of Service.
  - d.  The Participant has completed \_\_\_\_\_ Years (or Periods) of Service while a Participant in the Plan.
  - e.  The Participant is under age \_\_\_\_\_ on the Contract issue date.
  - f.  The maximum amount of all Contracts on behalf of a Participant may not exceed \$ \_\_\_\_\_.
  - g.  The maximum face amount of any life insurance Contract will be \$ \_\_\_\_\_.

C. **Plan expenses and Forfeitures**

**Plan expenses.** Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a.  No
- b.  Yes

**Use of Forfeitures**

**Other than Employer matching contributions.** Forfeitures of amounts attributable to Employer contributions other than Employer matching contributions will be:

- c.  added to any Employer discretionary contribution (e.g., matching or profit sharing) and allocated in the same manner
- d.  used to reduce any Employer contribution (other than contributions that must be fully Vested when contributed such as QNECs, QMACs and "ADP test safe harbor" contributions that are not made pursuant to a QACA) (see Note below)
- e.  added to any Employer matching contribution and allocated as an additional matching contribution
- f.  allocated to all Participants eligible to share in the allocations of profit sharing contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- g.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

**Matching contributions.** Forfeitures of amounts attributable to Employer matching contributions will be:

- h.  N/A (same as above or no Employer matching contributions)
- i.  used to reduce the Employer matching contribution (other than contributions that must be fully Vested when contributed such as QNECs, QMACs and "ADP test safe harbor" contributions that are not made pursuant to a QACA) (see Note below)
- j.  added to any Employer matching contribution and allocated as an additional matching contribution
- k.  added to any Employer discretionary profit sharing contribution
- l.  used to reduce any Employer contribution (other than contributions that must be fully Vested when contributed such as QNECs, QMACs and "ADP test safe harbor" contributions that are not made pursuant to a QACA) (see Note below)
- m.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

**NOTE:** Effective for Plan Years beginning after the Plan Year in which this Plan document is adopted, Forfeitures may not be used to reduce Employer contributions which are required pursuant to the Code to be fully Vested when contributed to the Plan (such as QMACs, QNECs and "ADP test safe harbor contributions" other than QACA "ADP test safe harbor contributions"). The reallocation of Forfeitures could affect the Plan's top-heavy exemption (see Plan Section 12.8(f)). One approach to avoid this result is to provide for a discretionary matching contribution that satisfies the "ACP test safe harbor" provisions (i.e., select Question 27A.b and select a discretionary matching contribution at Question 28) and then allocate Forfeitures as a matching contribution.

D. **Directed investments** (Plan Section 4.10)

- a.  Participant directed investments are NOT permitted.
- b.  Participant directed investments are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Pre-Tax Elective Deferral Account
    - b.  Roth Elective Deferral Account
    - c.  Account(s) attributable to Employer matching contributions (includes matching "ADP test safe harbor contributions")
    - d.  Account attributable to Employer Nonelective profit sharing contributions
    - e.  Qualified Nonelective Contribution Account (includes nonelective "ADP test safe harbor contributions")
    - f.  Rollover Account
    - g.  Transfer Account
    - h.  Voluntary Contribution Account
    - i.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**Directed investment options** (If directed investments are permitted, select all that apply; leave blank if none apply)

- c.  **ERISA Section 404(c).** It is intended that the Plan comply with ERISA Section 404(c) with respect to the Accounts subject to Participant investment directions.
- d.  **QDIA.** Plan will include a qualified default investment alternative.

E. **Rollover limitations.** Will the Plan specify which sources of rollovers will be accepted? (skip if rollover contributions are NOT selected at 12.f.)

- a.  No, Administrator determines in operation which sources will be accepted.
- b.  Yes

**Rollover sources.** Indicate the sources of rollovers that will be accepted (select one or more)

- 1.  **Direct rollovers.** Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
  - a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
  - b.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
  - c.  a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
  - d.  a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
  - e.  a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
  - f.  a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
  - g.  a governmental plan described in Code §457(b) (eligible deferred compensation plan)
  - h.  if this Plan permits Roth Elective Deferrals, a Roth Elective Deferral Account from (select one or more):
    - 1.  a qualified plan described in Code §401(a)
    - 2.  a plan described in Code §403(b) (a tax-sheltered annuity)

**Direct rollovers of Participant loan.** The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- i.  The Plan will accept a direct rollover of a Participant loan
  - 1.  only in the following situation(s): \_\_\_\_\_ (e.g., only from Participants who were employees of an acquired organization; leave blank if not applicable).

- 2.  **Participant rollover contributions from other plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):
  - a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
  - b.  a plan described in Code §403(a) (an annuity plan)
  - c.  a plan described in Code §403(b) (a tax-sheltered annuity)
  - d.  a governmental plan described in Code §457(b) (eligible deferred compensation plan)

- 3.  **Participant rollover contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

F. **Elective Deferral procedure.** Participants may commence Elective Deferrals on the effective date of participation.

**Optional date.** Participants may also commence making Elective Deferrals on (leave blank if not applicable):

- a.  \_\_\_\_\_ (must be at least once each calendar year)

**Elective Deferral modifications.** Participants may modify Elective Deferral elections:

- b.  as of each payroll period
- c.  on the first day of each month
- d.  on the first day of each Plan Year quarter
- e.  on the first day of the Plan Year or the first day of the 7th month of the Plan Year
- f.  other: As designated under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator (must be at least once each calendar year)

**Irregular pay (e.g., bonuses).** Unless the Administrator has implemented separate procedures or selected below, a Participant is permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will not apply to such irregular pay.

- g.  A Participant's existing Elective Deferral election will apply to irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes) unless the Participant makes a different Elective Deferral election for such irregular pay.
- h.  A Participant is not permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will apply to such irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes).

**Escalation** (leave blank if not applicable)

i.  Include option for Participants to elect to automatically escalate an Affirmative Election in accordance with the following:

**Escalation amount.** A Participant's Affirmative Election will increase by:

1.  \_\_\_\_\_% of Compensation
  - a.  up to a maximum of \_\_\_\_\_% of Compensation (leave blank if no limit)
2.  other: \_\_\_\_\_

**Timing of escalation.** The escalation will apply as of:

3.  first day of each Plan Year
4.  anniversary of date of participation
5.  other: \_\_\_\_\_

**First period of application.** Unless selected below, the escalation provision above will apply as of the second period specified above that begins after the period in which the Participant first has contributions made pursuant to a default election.

6.  The escalation provision will apply as of the first period after the Participant first has contributions made pursuant to a default election.

**Suspended Elective Deferrals.** If a Participant's Elective Deferrals must be suspended pursuant to a provision of the Plan (e.g., due to a hardship distribution or distribution due to military leave covered by the HEART Act), then a Participant is deemed to have made as of the date the suspension period begins, an Affirmative Election to have no Elective Deferrals made to the Plan unless otherwise selected below.

- j.  the Participant's Affirmative Election will resume after the suspension period.
- k.  the Participant is deemed to have no Affirmative Election after the suspension period (e.g., for purposes of applying any Automatic Deferral provisions).

**Lapse of Affirmative Elections.** Affirmative Elections will remain in effect until revoked or modified by a Participant unless selected below.

- l.  Affirmative Elections lapse at the end of each Plan Year.

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING**

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**ITEM:**          **4L**  

Receive and file the claims for the month of November 2015 as published December 18, 2015.

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**BACKGROUND:**

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

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

**FISCAL**

**IMPACT:**     None.

**RECOMMENDATION:**

Receive and file the claims for the month of November 2015 as published December 18, 2015.

**APPROVALS:**

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

December 16, 2015

CITY OF MCCOOK  
CLAIMS FOR NOVEMBER, 2015

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

20/20 TECH-SC 1500.00; 7-D-S 87.10; ADOBE-SC 14.99; ALLEN, B-SC 500.00; AMAZON-SC 264.24; AM AG LAB-SC 1099.00; AMERICAN ELEC-S 264.99; ARROW CAR WASH-S 18.08; ARROW INT'L-S 560.34; AS CENTRAL SVC-SC 448.00; BAKER & TAYLOR-S 195.09; BARNETT'S-S 416.82; BIEKER'S-SC 5721.11; BIRCH-SC 2966.40; BW TELCOM-SC 124.56; C&K-S 112.46; CAMBRIDGE TELE-SC 1086.30; CAROLINA SOFTWARE-SC 964.18; CARQUEST-S 1696.28; CASH WA-S 8156.47; CDW-G-S 44.14; CENTRAL HYDRAULIC-S 38.14; CENTURY LINK-SC 891.54; CHIEF SUPPLY-S 138.99; CITY OF MCCOOK-PS 290423.44; CONSOLIDATED MGMT-SC 427.00; CORNHUSKER-SC 202.00; CORNHUSKER CLEANING SYSTEMS-S 94.44; CORNHUSKER STATE IND-S 38.00; CPI-SC 18865.90; CULLIGAN WATER-S 37.70; D&L PEST-S 309.90; D&S-S 679.10; DARLING, K-SC 159.07; DEVENY-SC 309.47; DITCH WITCH-CO 4012.50; DOAK, L-SC 209.78; DREAMLAND SKATEPARK-CO 5486.83; DSS CORP-SC 1500.00; EAKES-S 223.47; ELECTRIC PUMP-S 154.61; EMS BILLING-SC 2626.03; ENGINEER SUPPLY-S 108.23; ESCHLIMAN TRAILER-S 51.36; ETS CORP-S 322.320; FASTENAL-S 113.51; FICA-PS 14783.61; FIRE SOAPS-SC 533.50; FV CO-OP-S 15392.08; FRONTIER DOOR-S 72.00; GALE GRP-S 270.68; GALLS-S 214.91; GARY'S INC-S 264.00; GERHOLD-S 1199.71; GILLEN'S CARPET CLEANING-S 250.00; GLASS EXPRESS-S 46.22; GOOGLE\*SVCS-SC 270.83; GP COMM-SC 385.48; HARPHAM, M-SC 824.00; HARTWELL, D-SC 500.00; HENNING BROS.-SC 59.00; HERITAGE SR CTR-SC 52.00; HG KLUG SONS-S 28.78; HIGH PLAINS RADIO-SC 50.00; HODGSON, K-SC 1515.69; HTM SALES-CO 15432.05; HUGHES MACH-S 558.7; IDEAL LINEN-S 259.24; INDUSTRIAL PROCESS TECH-CO 22525.00; INLAND TRUCK PARTS-S 2.29; INT'L CODE COUNCIL-SC 97.00; J BAR J-SC 43223.19; JANSSEN KOOL-S 133.08; JEMS SUBSCRIPTION-SC 24.00; JLB WELD-S 1362.00; JORDAN, M-SC 45.00; K&C GRAIN-S 25428.60; K-C MOTOR-S 261.54; KENZ & LESLIE-S 161.30; KIDS REFERENCE-S 171.57; KILDARE-S 1855.35; KINNE, L-S 111.24; KLEINS MOTOR-SC 157.00; KNOWBUDDY RESOURCES-S 528.38; KOHL AUTOMOTIVE-S 427.83; LAUTZENHISER'S-S 145.50; LIFE-ASSIST-S 506.09; LORD'S-S

611.00; MARC-S 396.36; MATHESON-LINWELD-S 247.25; MATT FRIEND TRUCK EQUIP-S 51.95; MATT PARROTT-S 140.94; MC GAZETTE-SC 1072.00; MC HUMANE SOC-S 3463.65; MPPD-SC 1119.24; MC UTILITIES-SC 17088.30; CITY OF MCCOOK SELF HEALTH INSURANCE-BT 120,000.00; MCCOOKNET-SC 406.60; MED ALLIANCE-S 129.21; MEDC-SC 10070.75, 4190.30; MEDICARE-PS 4021.21; METCALF, R-SC 575.00; MICHAEL TODD-SC 1568.54; MICROFILM IMAGING-SC 1360.00; MICROMARKETING-S 2082.78; MID AMPAY PHONES-SC 40.00; MIDLANDS TOX-SC 30.00; MIDWEST LAB-SC 878.00; MODERN FABRICARE-S 84.00; MOUSEL LAW-SC 6082.10; MOWERS DIRECT-CO 1399.99; MUNICIPAL SUPPLY-S 6197.37; MUTUAL OF OMAHA-SC 964.27; NAEMT-SC 40.00; NCMA-SC 356.00; NE DEPT OF HEATH LABS-SC 247.00; NE DEPT OF REVENUE-SC 19281.95; NE ENVIRONMENTAL-S 339.96; NE LAW ENF-SC 200.00; NE LIBRARY COMM-S 765.20; NE LIFE PUBLISHING-S 44.00; NE MUNICIPAL FIRE CHIEFS-SC 50.00; NE SAFETY & FIRE-S 225.00; NE TRUCK CENTER-S 1173.57; NEFF, T-S 500.00; NEW LIFE CHRISTIAN BOOKS-S 12.00; NICK'S DIST-SC 558.78; NORTHERN SAFETY-S 98.94; NPPD-SC 40830.62, S 1222.66; NSI LAB SOLUTIONS-SC 114.15; ONE CALL CONCEPTS-SC 98.50; OFFICE DEPOT-S 165.63; O'REILLY-S 25.56; ORIENTAL TRADING-SC 341.08; ORSCHELN-S 285.98; PLAINS EQUIP GRP-S 488.55; PLATTE VALLEY COMM-S 399.96; POLICE OFCR ASSOC-SC 255.00; POPULAR SUBSCRIPITON-S 1672.49; PRO AIR-S 226.18; PROTEX CENTRAL-S 291.00; QUILL-S 196.14; RBC SERVICES-CO 5848.15; RW CO COURT-SC 68.00; RENNER, S-SC 500.00; RL FRIDLEY-SC 75.00; ROCHESTER MIDLAND CORP-S 287.91; SAMWAY-S 2566.19; SAPP BROS-S 201.05; SCHAMEL'S-S 1061.02; SCHMICKS-S 54.69; SCHOENEMANN, M-773.92; SEARS-S 40.09; SEHNERTS-SC 29.90; SIRCHIE FINGER PRINT LAB-SC 82.50; SMITH, S-S 500.00; SOURCEGAS-SC 1970.75; SOUTHWEST EQUIP-S 732.56; SPORTS SHOPPE-S 125.00; STULICH'S ASPHALT SEALING-CO 2215.50; SW NE PUBLIC HEALTH DEPT-SC 990.00; SWANSON SIGN-SC 585.20; TASTE OF HOME-S 31.98; THOMPSON CO-S 4292.27; TINKER TOM-S 7.95; TITANMACH-S 282.96; TJ'S FAMILY FUN CTR-SC 120.00; TJADEN WELD-SC 695.50; TOTAL TURF-CO 1150.80; TYLER TECH-SC 15721.26; UMR-SC 117259.45; USPS-SC 1383.80; UTILITY REFUNDS-BT 625.30; VK ELECTRONICS-S 585.00; W DESIGN-SC 7083.80; WPCI-SC 57.00; WALMART-S 550.34; WEATHERCRAFT-SC 5995.35; WEBB-SC 155.00; WESTERN ENGINEERING-CO 904.00;

WESTERN TIRE-S 4633.08; WOODS & AITKEN-SC 165.00; YAGER, S-S 500.00; ZOLL  
MEDICAL-S 1229.36.

-s- Lea Ann Doak  
City Clerk

Publish: December 18, 2015

CITY MANAGER'S REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING

ITEM: **5A**

**RECOMMENDATION:**

ACCEPT BSB CONSTRUCTION, INC. BID OF \$373,877.25 AS THE LOWEST RESPONSIBLE BIDDER FOR CONSTRUCTION OF APPROXIMATELY 2,000 S.Y. OF PARKING LOT, 3,000 S.F. OF SIDEWALK, 1,300 S.F. OF SEGMENTAL BLOCK RETAINING WALL, AND A 3,800 S.F. STEEL PARKING CANOPY, AND RELATED APPURTENANCES, AND AUTHORIZED THE MAYOR TO EXECUTE THE NECESSARY PAPER WORK TO AWARD THE CONTRACT

**BACKGROUND:**

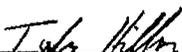
Bids were received and opened on Monday, December 14, 2015 in the City Council Chambers. The results of the bids are detailed on the Engineers recommendation letter provided in ATTACHMENT 1. Two different options were provided in the bidding specifications. Bid A provided for a completion date of May 2016, and Bid B provided for a completion date of August 2016. The Bidder bid the same amount for both Bids, implying he can have the project completed by May 2016 for the same price as August 2016 completion.

After evaluating the bids and the budget, the selected option is to accept the bid from BSB Construction, Inc. with a completion date of May 23, 2016. By accepting this bid, the project can be completed within the budgeted amount and within the CDBG Grant completion period.

**FISCAL IMPACT:**

None.

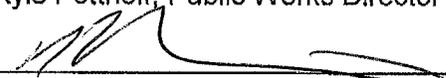
**APPROVALS:**

  
\_\_\_\_\_  
Tyler R. Hillmer, Project Engineer

Date: 12-16-15

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

Date: 12/16/15

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

Date: 12-16-15

December 16, 2015  
Kearney, Nebraska



**Miller & Associates**  
CONSULTING ENGINEERS, P.C.

1111 Central Ave. Kearney, NE 68847-6833

Tel: 308-234-6456  
Fax: 308-234-1146  
www.miller-engineers.com

Mayor and City Council  
City of McCook  
P.O. Box 1059  
505 West "C" Street  
McCook, NE 69001

Re: Downtown Improvements  
McCook, Nebraska  
Project No. 200-G1-018-15

Dear Council Members:

On Monday, December 14, 2015, one bid was received, publicly opened, and read aloud at City Hall. Attached is a bid tabulation sheet. The bid are summarized below:

| <i>BIDDERS</i>         | <i>TOTAL BID</i> |
|------------------------|------------------|
| BSB Construction, Inc. | \$373,877.25     |

The proposal has been reviewed. The Contractor's unit price bid for mobilization resulted in revising the total bid to \$373,877.25 instead of \$376,177.25, as handwritten.

The Engineer's Opinion of Probable Construction Cost was \$389,682.00. The low bid from BSB Construction, Inc. is 4% below the Engineer's Opinion of Probable Construction Cost. Advertisements for Bids were transmitted to the attached list of Contractors and suppliers in the area. Plan houses were also sent full sets of documents for their publication/advertising. It is therefore recommended the bids be accepted and the Bid A contract awarded to BSB Construction, Inc., with a completion date of May 23, 2016 contingent upon CDBG approval, in the amount of \$373,877.25, and authorization given to your authorized representative to execute agreements.

Respectfully submitted,  
MILLER & ASSOCIATES  
CONSULTING ENGINEERS, P.C.

Tyler R. Hillmer  
Project Manager

TRH/jh

Enclosures

| <b>ADVERTISEMENTS FOR BIDS</b> |                                  |
|--------------------------------|----------------------------------|
| <b>Project No.</b>             | 200-G1-018-15                    |
| <b>Project Name:</b>           | DOWNTOWN<br>IMPROVEMENTS<br>2015 |
| <b>Date Mailed:</b>            | November 4, 2015                 |

**ALL PROJECTS TO:**

For Nebraska or Kansas projects email to  
[dodge\\_reocmw@mcgraw-hill.com](mailto:dodge_reocmw@mcgraw-hill.com)

APAC-Kansas, Inc.  
P.O. Box 190  
Hays, KS 67601

BSB Construction, Inc.  
209 East 2nd Street  
Curtis, NE 69025

Deep Creek Construction, LLC  
PO Box 265  
Lincoln, KS 67455

The Diamond Engineering Company  
P.O. Box 1327  
Grand Island, NE 68802

Eatherly Constructors, Inc.  
4831 West 136th Street  
Suite E  
Leawood, KS 66224

Garney Construction Company  
7911 Shaffer Parkway  
Littleton, CO 80127

GD Concrete Construction Inc.  
P.O. Box 6  
704 D Street  
Overton, NE 68863

J Corp  
P.O. Box 698  
Hays, KS 67601

Judds Bros. Construction Co.  
P.O. Box 5344  
Lincoln, NE 68505

K.L. Wood & Co.  
2651 CR 59 #2

Alliance, NE 69301

Midlands Contracting, Inc.  
P.O. Box 1065  
Kearney, NE 68848

Middlecreek Corp.  
611 West 3<sup>rd</sup> Street  
Peabody, KS 66866

Myers Construction, Inc.  
79849 Hwy. 2  
Broken Bow, NE 68822

Nowak Construction Co., Inc.  
P.O. Box 218  
Goddard, KS 67052

Paulsen, Inc.  
Attn: Matt Yocom  
P.O. Box 17  
Cozad, NE 69130

Saul Ramos Construction, Inc.  
P.O. Box 186  
Shelton, NE 68876

T.L. Sund Constructors  
P.O. Box 826  
707 North Ontario  
Lexington, NE 68850

Thomas Construction, LLC  
1657 South Cotner Blvd.  
Lincoln, NE 68506

Van Kirk Sand & Gravel, Inc.  
P.O. Box 585  
Sutton, NE 68979

Walters-Morgan Construction, Inc.  
2616 Tuttle Creek Blvd.  
Manhattan, KS 66502-4479

Western Summit Constructors  
6450 York Street  
Denver, CO 80229

**MILLER & ASSOCIATES**  
**Consulting Engineers, P.C.**

**BID TABULATION**

| Date Opened: December 14, 2015              |   |          |      | 1                |               |
|---|---|----------|------|------------------|---------------|
| at 2:00 P.M.                                |   |          |      | BSB Construction |               |
| Project Name: McCook Downtown Improvements  |   |          |      | Curtis, Nebraska |               |
| Project Number: 200-G1-018                  |   |          |      | Total Bid A      | \$ 373,877.25 |
| Addendums Issued/Acknowledged: 2            |   |          |      | Total Bid B      | \$ 373,877.25 |
| Bid Guarantee (type and amount)             |   |          |      | 2                |               |
|   |   |          |      | 5% Bid Bond      |               |
| No.   | Description   | Quantity | Unit | Unit Price       | Total Price   |
| <b>BID SCHEDULE A - May 2016 Completion</b> |   |          |      |                  |               |
| 1   | Mobilization  | 1        | L.S. | \$ 11,800.00     | \$ 11,800.00  |
| 2   | Common Earthwork  |          |      |                  |               |
|   | a. Excavation (E.Q.)  | 162      | C.Y. | \$ 26.00         | \$ 4,212.00   |
|   | b. Embankment (E.Q.)  | 40       | C.Y. | \$ 48.00         | \$ 1,920.00   |
|   | c. Planter Box Fill (E.Q.)  | 32       | C.Y. | \$ 60.00         | \$ 1,920.00   |
| 3   | Overexcavate and Replace Unsuitable Base Material (if required)   | 100      | C.Y. | \$ 17.00         | \$ 1,700.00   |
| 4   | Construct 6" Thick P.C. Concrete Pavement, Type 47B Modified      | 2000     | S.Y. | \$ 41.25         | \$ 82,500.00  |
| 5   | Construct 6" Thick P.C. Concrete Sidewalk, Type 47B Modified      | 3400     | S.F. | \$ 9.00          | \$ 30,600.00  |
| 6   | Construct Integral Curb   | 340      | L.F. | \$ 23.00         | \$ 7,820.00   |
| 7   | Remove and Salvage Brick Pavers                                   | 36       | S.Y. | \$ 42.00         | \$ 1,512.00   |
| 8   | Remove and Haul Concrete Pavement                                 | 95       | S.Y. | \$ 15.50         | \$ 1,472.50   |
| 9   | Remove and Haul Asphalt Pavement                                  | 3290     | S.Y. | \$ 5.00          | \$ 16,450.00  |
| 10  | Remove and Haul Curb and Gutter                                   | 200      | L.F. | \$ 7.50          | \$ 1,500.00   |
| 11  | Remove and Haul Rock Surfacing                                    | 160      | S.Y. | \$ 5.00          | \$ 800.00     |
| 12  | Remove and Haul Fence   | 25       | L.F. | \$ 27.00         | \$ 675.00     |
| 13  | Remove and Replace 6" Concrete Pavement                           | 7        | S.Y. | \$ 88.00         | \$ 616.00     |
| 14  | Furnish and Install 24" Dia. Nyloplast Inline Drain w/ 15" Outlet | 1        | Each | \$ 1,385.00      | \$ 1,385.00   |
| 15  | Furnish and Install 8" Dia. Nyloplast Inline Drain w/4" Outlet    | 2        | Each | \$ 430.00        | \$ 860.00     |
| 16  | Furnish and Install 4" Dia. Sch. 40 PVC                           | 60       | L.F. | \$ 24.50         | \$ 1,470.00   |
| 17  | Furnish and Install HDPE Pipe                                     |          |      |                  | \$ -          |
|   | a. 15" Diameter   | 3        | L.F. | \$ 140.00        | \$ 420.00     |
| 18  | Construct Concrete Segmental Block Retaining Wall                 | 1583     | S.F. | \$ 16.75         | \$ 26,515.25  |
| 19  | Furnish and Install Geogrid Reinforcement                         | 196      | S.Y. | \$ 7.75          | \$ 1,519.00   |
| 20  | Furnish and Install Crushed Rock Foundation Course                | 581      | L.F. | \$ 4.50          | \$ 2,614.50   |
| 21  | Furnish and Install 4" Diameter Perforated Drainage Pipe          | 449      | L.F. | \$ 4.25          | \$ 1,908.25   |
| 22  | Furnish and Install Drainage & Infill Aggregate                   | 60       | C.Y. | \$ 62.00         | \$ 3,720.00   |
| 23  | Furnish and Install Aluminum Handrail                             | 301      | L.F. | \$ 110.25        | \$ 33,185.25  |
| 24  | Furnish and Install 3/4" Yard Hydrant                             | 1        | Each | \$ 557.00        | \$ 557.00     |
| 25  | Furnish and Install Sanitary Yard Hydrant                         | 1        | Each | \$ 1,324.00      | \$ 1,324.00   |
| 26  | Furnish and Install HDPE Service Line                             |          |      |                  |               |
|   | a. 3/4"   | 8        | L.F. | \$ 15.00         | \$ 120.00     |
|   | b. 1"   | 245      | L.F. | \$ 14.50         | \$ 3,552.50   |
| 27  | Furnish and Install 1" Service Connection                         | 1        | Each | \$ 300.00        | \$ 300.00     |

**MILLER & ASSOCIATES**  
**Consulting Engineers, P.C.**

**BID TABULATION**

|  |  |          |      | 1<br>BSB Construction |                      |
|--|--|----------|------|-----------------------|----------------------|
| No.  | Description  | Quantity | Unit | Unit Price            | Total Price          |
| 28   | Furnish and Install 1" Curb Stop and Box                           | 2        | Each | \$ 784.00             | \$ 1,568.00          |
| 29   | Furnish and Install Planter Box Irrigation System                  | 1        | Each | \$ 2,900.00           | \$ 2,900.00          |
| 30   | Furnish and Install Irrigation Pipe Sleeve                         | 180      | L.F. | \$ 7.50               | \$ 1,350.00          |
| 31   | Construct Concrete Bollard   | 3        | Each | \$ 410.00             | \$ 1,230.00          |
| 32   | Furnish and Construct Parking Canopy                               | 1        | L.S. | \$ 53,800.00          | \$ 53,800.00         |
| 33   | Furnish and Apply  |          |      |                       |                      |
|  | a. 4" White Stripe   | 1000     | L.F. | \$ 1.75               | \$ 1,750.00          |
|  | b. 4" Yellow Stripe  | 414      | L.F. | \$ 2.00               | \$ 828.00            |
|  | c. Accessibility Symbol  | 3        | Each | \$ 200.00             | \$ 600.00            |
| 34   | Furnish and Install 1 1/2" Sch. 40 PVC Electrical Conduit          | 360      | L.F. | \$ 4.50               | \$ 1,620.00          |
| 35   | Furnish and Install Pedestal Meter Mount with Breaker Box          | 1        | Each | \$ 1,328.00           | \$ 1,328.00          |
| 36   | Furnish and Install 120 V GFCI Outlets Mounted In Lockable Boxes   | 4        | Each | \$ 158.00             | \$ 632.00            |
| 37   | Furnish and Install Light Post                                     | 3        | Each | \$ 5,956.00           | \$ 17,868.00         |
| 38   | Furnish and Install Electrical Wire                                | 360      | L.F. | \$ 4.25               | \$ 1,530.00          |
| 39   | Furnish and Install Electrical Pull Boxes                          | 3        | Each | \$ 365.00             | \$ 1,095.00          |
| 40   | Construct Downspout Modification                                   | 1        | Each | \$ 250.00             | \$ 250.00            |
| 41   | Furnish and Apply Stucco Finish                                    | 1990     | S.F. | \$ 11.50              | \$ 22,885.00         |
| 42   | Construct Accessible Ramp  | 1        | L.S. | \$ 8,400.00           | \$ 8,400.00          |
| 43   | Remove and Haul Chain Link Fence                                   | 130      | L.F. | \$ 4.50               | \$ 585.00            |
| 44   | Furnish and Install 4 Ft. Tall Chain Link Fence, Black PVC Coating | 130      | L.F. | \$ 67.00              | \$ 8,710.00          |
|  | <b>Total Bid A</b>   |          |      |                       | <b>\$ 373,877.25</b> |
| <b>BID SCHEDULE B - August 2016 Completion</b> |  |          |      |                       |                      |
| 1  | Mobilization   | 1        | L.S. | \$ 11,800.00          | \$ 11,800.00         |
| 2  | Common Earthwork   |          |      |                       |                      |
|  | a. Excavation (E.Q.)   | 162      | C.Y. | \$ 26.00              | \$ 4,212.00          |
|  | b. Embankment (E.Q.)   | 40       | C.Y. | \$ 48.00              | \$ 1,920.00          |
|  | c. Planter Box Fill (E.Q.)   | 32       | C.Y. | \$ 60.00              | \$ 1,920.00          |
| 3  | Overexcavate and Replace Unsuitable Base Material (if required)    | 100      | C.Y. | \$ 17.00              | \$ 1,700.00          |
| 4  | Construct 6" Thick P.C. Concrete Pavement, Type 47B Modified       | 2000     | S.Y. | \$ 41.25              | \$ 82,500.00         |
| 5  | Construct 6" Thick P.C. Concrete Sidewalk, Type 47B Modified       | 3400     | S.F. | \$ 9.00               | \$ 30,600.00         |
| 6  | Construct Integral Curb  | 340      | L.F. | \$ 23.00              | \$ 7,820.00          |
| 7  | Remove and Salvage Brick Pavers                                    | 36       | S.Y. | \$ 42.00              | \$ 1,512.00          |
| 8  | Remove and Haul Concrete Pavement                                  | 95       | S.Y. | \$ 15.50              | \$ 1,472.50          |
| 9  | Remove and Haul Asphalt Pavement                                   | 3290     | S.Y. | \$ 5.00               | \$ 16,450.00         |
| 10   | Remove and Haul Curb and Gutter                                    | 200      | L.F. | \$ 7.50               | \$ 1,500.00          |
| 11   | Remove and Haul Rock Surfacing                                     | 160      | S.Y. | \$ 5.00               | \$ 800.00            |
| 12   | Remove and Haul Fence  | 25       | L.F. | \$ 27.00              | \$ 675.00            |
| 13   | Remove and Replace 6" Concrete Pavement                            | 7        | S.Y. | \$ 88.00              | \$ 616.00            |
| 14   | Furnish and Install 24" Dia. Nyloplast Inline Drain w/ 15" Outlet  | 1        | Each | \$ 1,385.00           | \$ 1,385.00          |

|     |  |          |      | 1<br>BSB Construction |                      |
|-----|--|----------|------|-----------------------|----------------------|
| No. | Description  | Quantity | Unit | Unit Price            | Total Price          |
| 15  | Furnish and Install 8" Dia. Nyloplast Inline Drain w/4" Outlet     | 2        | Each | \$ 430.00             | \$ 860.00            |
| 16  | Furnish and Install 4" Dia. Sch. 40 PVC                            | 60       | L.F. | \$ 24.50              | \$ 1,470.00          |
| 17  | Furnish and Install HDPE Pipe                                      |          |      |                       |                      |
|     | a. 15" Diameter  | 3        | L.F. | \$ 140.00             | \$ 420.00            |
| 18  | Construct Concrete Segmental Block Retaining Wall                  | 1583     | S.F. | \$ 16.75              | \$ 26,515.25         |
| 19  | Furnish and Install Geogrid Reinforcement                          | 196      | S.Y. | \$ 7.75               | \$ 1,519.00          |
| 20  | Furnish and Install Crushed Rock Foundation Course                 | 581      | L.F. | \$ 4.50               | \$ 2,614.50          |
| 21  | Furnish and Install 4" Diameter Perforated Drainage Pipe           | 449      | L.F. | \$ 4.25               | \$ 1,908.25          |
| 22  | Furnish and Install Drainage & Infill Aggregate                    | 60       | C.Y. | \$ 62.00              | \$ 3,720.00          |
| 23  | Furnish and Install Aluminum Handrail                              | 301      | L.F. | \$ 110.25             | \$ 33,185.25         |
| 24  | Furnish and Install 3/4" Yard Hydrant                              | 1        | Each | \$ 557.00             | \$ 557.00            |
| 25  | Furnish and Install Sanitary Yard Hydrant                          | 1        | Each | \$ 1,324.00           | \$ 1,324.00          |
| 26  | Furnish and Install HDPE Service Line                              |          |      |                       |                      |
|     | a. 3/4'  | 8        | L.F. | \$ 15.00              | \$ 120.00            |
|     | b. 1"  | 245      | L.F. | \$ 14.50              | \$ 3,552.50          |
| 27  | Furnish and Install 1" Service Connection                          | 1        | Each | \$ 300.00             | \$ 300.00            |
| 28  | Furnish and Install 1" Curb Stop and Box                           | 2        | Each | \$ 784.00             | \$ 1,568.00          |
| 29  | Furnish and Install Planter Box Irrigation System                  | 1        | Each | \$ 2,900.00           | \$ 2,900.00          |
| 30  | Furnish and Install Irrigation Pipe Sleeve                         | 180      | L.F. | \$ 7.50               | \$ 1,350.00          |
| 31  | Construct Concrete Bollard   | 3        | Each | \$ 410.00             | \$ 1,230.00          |
| 32  | Furnish and Construct Parking Canopy                               | 1        | L.S. | \$ 53,800.00          | \$ 53,800.00         |
| 33  | Furnish and Apply  |          |      |                       |                      |
|     | a. 4" White Stripe   | 1000     | L.F. | \$ 1.75               | \$ 1,750.00          |
|     | b. 4" Yellow Stripe  | 414      | L.F. | \$ 2.00               | \$ 828.00            |
|     | c. Accessibility Symbol  | 3        | Each | \$ 200.00             | \$ 600.00            |
| 34  | Furnish and Install 1 1/2" Sch. 40 PVC Electrical Conduit          | 360      | L.F. | \$ 4.50               | \$ 1,620.00          |
| 35  | Furnish and Install Pedestal Meter Mount with Breaker Box          | 1        | Each | \$ 1,328.00           | \$ 1,328.00          |
| 36  | Furnish and Install 120 V GFCI Outlets Mounted In Lockable Boxes   | 4        | Each | \$ 158.00             | \$ 632.00            |
| 37  | Furnish and Install Light Post                                     | 3        | Each | \$ 5,956.00           | \$ 17,868.00         |
| 38  | Furnish and Install Electrical Wire                                | 360      | L.F. | \$ 4.25               | \$ 1,530.00          |
| 39  | Furnish and Install Electrical Pull Boxes                          | 3        | Each | \$ 365.00             | \$ 1,095.00          |
| 40  | Construct Downspout Modification                                   | 1        | Each | \$ 250.00             | \$ 250.00            |
| 41  | Furnish and Apply Stucco Finish                                    | 1990     | S.F. | \$ 11.50              | \$ 22,885.00         |
| 42  | Construct Accessible Ramp  | 1        | L.S. | \$ 8,400.00           | \$ 8,400.00          |
| 43  | Remove and Haul Chain Link Fence                                   | 130      | L.F. | \$ 4.50               | \$ 585.00            |
| 44  | Furnish and Install 4 Ft. Tall Chain Link Fence, Black PVC Coating | 130      | L.F. | \$ 67.00              | \$ 8,710.00          |
|     | <b>Total Bid B</b>   |          |      |                       | <b>\$ 373,877.25</b> |

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING**

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**ITEM:            5B**

Approve Ordinance No. 2015-2925 providing for the modification of Article 12, Central Business District, of the McCook Zoning Ordinance, adding funeral homes, funeral chapels, and funeral services as permitted principal structures in the Central Business District (CB) upon its third and final reading.

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**BACKGROUND:**

Please refer to the attached City Manager's Report prepared for the November 16, 2015 City Council meeting.

**FISCAL  
IMPACT:**       None.

**RECOMMENDATION:**

Approve Ordinance No. 2015-2925 providing for the modification of Article 12, Central Business District, of the McCook Zoning Ordinance, adding funeral homes, funeral chapels, and funeral services as permitted principal structures in the Central Business District (CB) upon its third and final reading.

**APPROVALS:**

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

December 17, 2015

**CITY MANAGER'S REPORT  
NOVEMBER 16, 2015 MCCOOK CITY COUNCIL MEETING**

**ITEM: 3H** Public Hearing - Consider a modification to Article 12, Central Business District (CB), of the McCook Zoning Ordinance, adding funeral homes, funeral chapels, and funeral services as permitted principal uses and structures in the CB District.

**ITEM: 3I** Approve a modification of Article 12, Central Business District, of the McCook Zoning Ordinance, adding funeral homes, funeral chapels, and funeral services as permitted principal structures in the Central Business District (CB).

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**BACKGROUND:**

In the Spring/Summer of 2015, Tim Daum, owner of Carpenter-Breland Funeral Home, Inc., approached the City regarding possible expansion of his business through the addition of a crematorium at its current site or a site across the alley from their current buildings. When reviewing the request, Staff discovered that the 2013 Zoning Regulations changed the boundary of the CB District to include the Carpenter-Breland property located at 305 ~~East~~ West C Street. It was also found that Herrmann Jones Funeral Chapel was also located in the CB District. After reviewing the CB District permitted principal uses and structures and special exception uses, it was noted that the ordinance fails to include funeral homes, funeral chapels and funeral services as allowable structures within the CB District. In relation to Staff's discussion with Mr. Daum, there is concern that the two funeral homes would be considered non-conforming properties and prohibited from expanding or modifying their existing structures.

Staff does not believe it was the intent of the new zoning ordinance to "zone out" the two funeral home businesses. Our guess is that it was unintentionally left out of the permitted principle uses and structures provision. Be that as it may, Staff recommends that funeral homes, funeral chapels and funeral services be included as permitted principal uses and structures in the CB District. We are not including cemeteries as an additional use in the CB District, as Staff does not believe a cemetery should be located in the CB District (although the likelihood of this happening in the future is very slim).

If this item is approved by the City Council, Carpenter-Breland would consider moving their crematorium from it's current location on West 17<sup>th</sup> Street to the 305 ~~East~~ West C Street property. Staff has discussed the crematorium with Mr. Daum and it is our understanding that crematoriums are closely regulated by the State of Nebraska. Environmental concerns are addressed through these regulations and should not impact the neighbors located around the Carpenter-Breland property. It is our understanding that the location would be on the current mortuary grounds, not across the alley next to residences.

**FISCAL  
IMPACT:** None.

**RECOMMENDATIONS:**

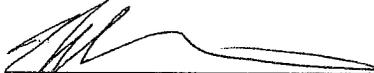
**ITEM: 3H** Public Hearing - Consider a modification to Article 12, Central Business District (CB), of the McCook Zoning Ordinance, adding funeral homes, funeral chapels, and funeral services as permitted principal uses and structures in the CB District.

**ITEM: 3I** Approve a modification of Article 12, Central Business District, of the McCook Zoning Ordinance, adding funeral homes, funeral chapels, and funeral services as permitted principal structures in the Central Business District (CB).

**APPROVALS:**

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

November 12, 2015

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

November 12, 2015

ORDINANCE NO. 2015-2925

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE AMENDMENT OF MCCOOK ZONING ORDINANCE NO. 2013-2897, ARTICLE 12 - CENTRAL BUSINESS DISTRICT (CB), SECTION 1202 - PERMITTED PRINCIPAL USES AND STRUCTURES, ADDING FUNERAL HOMES, FUNERAL CHAPELS, AND FUNERAL SERVICES; PROVIDING FOR THE REPEAL OF ANY AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

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

SECTION 1. Article 12 - Central Business District (CB), Section 1202 - Permitted Principal Uses and Structures, of McCook Zoning Ordinance No. 2013-2897 shall be amended to read as follows:

**"Section 1202. Permitted Principal Uses and Structures.** The following principal uses and structures shall be permitted in the Central Business District (CB):

1. Retail sales, store or business.
2. Finance, insurance and real estate services.
3. Personal and Professional offices or services.
4. Business offices and services, excluding any warehousing and storage services.
5. Electrical repair; radio and television repair; watch, clock and jewelry repair.
6. Residential uses within upper floors, reserving ground floor for commercial uses only.
7. Governmental services.
8. Educational services.
9. Bus passenger terminals and taxicab transportation
10. Churches and places of worship, welfare and charitable services; business associations; professional membership organizations; labor unions and similar organizations; and civic, social and fraternal organizations.
11. Restaurants and taverns.
12. Communications and utility uses.
13. Public buildings and grounds.

14. Convenience stores or filling stations.
15. Automobile service stations.
16. Hotels and motels.
17. Automobile parking lots and structures.
18. Libraries, museums, art galleries and planetaria; aquariums; historic and monument sites; motion picture theaters; legitimate theaters, auditoriums, exhibition halls, gymnasiums and athletic clubs; ice skating, roller skating and bowling.
19. Public uses of an administrative, public service or cultural type including city, county, state, or federal administrative centers and courts, libraries, parks, police and fire stations and other public buildings, structures and facilities.
20. Financial including institutions such as banks, savings and loan associations, credit unions and finance companies.
21. Detached banking facilities (ATM).
22. Medical and dental clinics.
23. Private schools, including but not limited to business or commercial schools, dance or music academies.
24. Sales and showrooms, including service facilities and rental of equipment, provided all displays and merchandise are within the enclosure walls of the buildings.
25. Apartments on floors other than the first floor.
26. Business and professional offices.
27. Existing single family dwellings.
28. Funeral homes, funeral chapels, and funeral services."

SECTION 2. Article 12 - Central Business District (CB), Section 1202 - Permitted Principal Uses and Structures, of McCook Zoning Ordinance No. 2013-2897 shall be and is hereby repealed. All other articles and sections of McCook Zoning Ordinance No. 2013-2897 shall not be altered and shall remain in full force and effect.

SECTION 3. This ordinance shall be in full force and take effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2015.

-s- Michael D. Gonzales, Mayor

ATTEST:

-s- Lea Ann Doak, City Clerk

Publish:

CITY MANAGER'S REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING

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ITEM # 5C

**RECOMMENDATION:**

**Approve the Memorandum of Understanding between McCook Clinic, Community Hospital of McCook, and City of McCook Fire Department to allow the City of McCook Fire Department to participate in a Community Paramedic Program and authorize the Mayor to sign.**

**BACKGROUND:**

Community Paramedicine (CP) is an emerging healthcare profession. It allows paramedics and emergency medical technicians (EMTs) to operate expanded roles to provide healthcare services to underserved populations. It is a way to improve rural emergency medical services (EMS) as well as address the healthcare needs of the community.

Some rural patients lack access to primary care, and misuse 911 services in an attempt to access emergency departments for routine healthcare. This is demanding on EMS personnel in rural areas and causes strains in the workforce. Working in a primary care role, community paramedics can meet the needs of such individuals, as well as others in the community, in a more efficient and proactive way.

Community Hospital, McCook EMS and McCook Clinic representatives began meeting in May 2015 to discuss this potential opportunity for this program in our community. In order to evaluate the probability of success, we began developing our vision for the program, which we will share with you in the content of this report. We will continue to modify the process details and referral pathways to the program as we continue to learn. We would like to identify potential candidates through a screening process and practitioner referral, followed by consent of the patient, in order to be enrolled in to the program for a period of one month. Our anticipated go-live for this program is January 2016.

Some of the objectives for the program include proactively meeting the needs of the participants of the program through *pre – emergent* care of medical issues, minimizing medical crisis and, in turn, decreasing the cost of care by reducing ambulance requests for ER transports.

There will be a maximum of ten patients at a time in the program. The target population includes those patients that frequently utilize the 9-1-1 system for multiple ER visits.

There will be no charge to the patient for the cost of this program. There will be program funding assistance provided

by the Community Hospital Health Foundation who awarded a grant for 2016 to assist with costs of the program and a potential

SHIP grant allocated through Community Hospital for Community Paramedicine education. Both of these funding sources total \$12,500.

Some of the goals of the program include reducing ER visits and readmissions, reducing costs and charges and reducing 911 calls and transports.

The current Nebraska rules and regulations allow our EMS personnel to operate as Community Paramedics. The healthcare team would work with patients and families to develop an individualized plan of care. Each participant selected for this program will receive one visit by a Paramedic each week for four weeks. The scope of the visit will include the following:

- New diagnosis education
- Chronic disease management education
- Discharge instruction education and assessment of follow-through
- Medication education and validation of understanding
- In-home fall assessment
- Vital sign assessment
- Oxygen saturation assessment
- Weight check
- Blood glucose checks
- In-home lifestyle evaluation/coaching
- In-home fall assessment and recommendations for modification
- O2 saturation assessment
- Weight check
- Blood glucose check
- Wound care

We will track the expenses including supplies, mileage and time.

Paramedics and EMTs are respected in their communities, and in rural communities are often consulted for healthcare advice by their friends and neighbors. The public welcomes these healthcare professionals into their private space – their home – without hesitation. Paramedics already have and use skills that will be utilized in a different role during these visits. This model can also benefit rural EMS by reducing requests for services that are inappropriate and not reimbursed and by decreasing the amount of

**CITY MANAGER'S REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING**

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**PAGE 3**

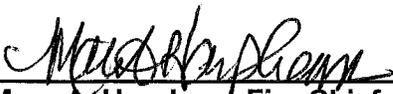
"down time" between calls, while at the same time allowing EMS personnel to better serve the resident's needs.

**FISCAL  
IMPACT**                      **None**

**RECOMMENDATION:**

**Approve the Memorandum of Understanding between McCook Clinic, Community Hospital of McCook, and City of McCook Fire Department to allow the City of McCook Fire Department to participate in a Community Paramedic Program and authorize the Mayor to sign.**

**APPROVALS:**

  
\_\_\_\_\_  
**Marc A. Harpham, Fire Chief**

11 DEC 2015.  
Date

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

12-11-15  
Date

**Memorandum of Understanding between  
Community Hospital, City of McCook Fire & EMS Department, and McCook Clinic**

I. Purpose:

This is a Memorandum of Understanding (MOU) regarding the referral of individuals to the McCook community paramedicine program. This MOU is not a legal binding contract; if at any time any party cannot fulfill their obligations, it will be understood and accepted.

Community Hospital (CH), City of McCook Fire & EMS Department, and McCook Clinic, each located in Red Willow County, agree to partner with one another for the purposes of this program. Each will maintain the regulations of their individual organizations in this association. The expectations of this program will be attached to this document, yet may change throughout the year as we learn more about our community needs and our ability to serve these needs.

Entry into the program will include both a physician's referral and the patient's consent. The project establishes a methodology for paramedics to make planned visits into the homes of select individuals as identified through the collaboration of healthcare professionals. This program will require communication of protected health information between the named organizations for continuum of care as appropriate, while maintaining regulations associated with the Health Insurance Portability and Accountability Act (HIPAA).

II. Responsibilities

A. City of McCook Fire & EMS Department will:

1. Be responsible for their actions taken in the home of the individual.
2. Be responsible for communicating home visit assessments with the individual's primary physician and/or the physician initiating referral into the program.
3. Be responsible for monitoring and sharing data regarding the enrollment and data/metrics of the progress and outcomes of the program with Community Hospital.
4. Utilize any funding provided by the Community Hospital Health Foundation or CH specific for this project for the sole purpose of this program, providing a periodic expense report to support the use of funds, which will not include any payment for time.

B. Community Hospital will:

1. Provide a source of identifying individuals that meet criteria for the program.

2. Be responsible for understanding the outcome metrics and communicating these through internal process based management structures.
3. Coordinate the development of a progress report to provide to organizations that are assisting in the funding of the program.

C. McCook Clinic will:

1. Coordinate with McCook Fire & EMS and Community Hospital when making referrals to the program.
2. Address communication from McCook Fire & EMS in caring for their established patients.

This Memorandum of Understanding (MOU) will remain in effect from the time of signature until a written request is made by any party to terminate the MOU. A review of the document will be made annually.

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Jim Ulrich, CEO  
Community Hospital

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Marc Harpham, Fire Chief/Paramedic  
McCook Fire & EMS Department

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Nate Schnieder, City Manager  
City of McCook

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Brian Rokusek, Clinic Administrator  
McCook Clinic

# Community Paramedicine Project Summary

Community Hospital / McCook Fire & EMS / McCook Clinic  
2015

## Overview

*Community Paramedicine* is a population health initiative that is being implemented at an astonishing rate across the United States. This concept adds another layer of partnership between healthcare stakeholders within a community seeking common goals for health and wellness and for patients to receive the most appropriate level of care when that status is challenged. The project establishes a methodology for paramedics to make planned visits into the homes of select individuals as identified through the collaboration of healthcare professionals.

Community Hospital, McCook EMS and McCook Clinic representatives began meeting in May 2015 to discuss this as a potential opportunity for our community. In order to evaluate the probability of success, the team began developing their vision for the program, which we will share with you in the content of this document. We will continue to modify the process details and referral pathways to the program as we continue to learn. We would like to identify potential candidates through a screening process and practitioner referral, followed by consent of the patient, in order to be enrolled into the program for a period of one month. Our anticipated go-live for this program is January 2016.

## Objectives

1. Develop a new, patient-centered model that emphasizes the continuum of care and enhances safe care transitions as a patient returns home.
2. Proactively meet the needs of the participants of the program through pre-emergent care of medical issues, minimizing medical crisis.
3. Improve the overall health awareness, knowledge, practice and status of program participants (and potentially their caregivers) within the environment of their own home.
4. Increase community trust in the totality of our health care system through collaborative healthcare among independent healthcare entities within our community.
5. Decrease the cost of care by reducing ER transports, ER visits and readmissions of the participants of the program.

## Target Population

1. Medically/Psychologically high risk/Multiple co-morbidities
2. Multiple ER/Inpatient encounters

## Parameters

1. Max of 10 patients at a time in the program

2. EMS parameters of service outside of McCook city limits
  - a. 16 miles North
  - b. 5 miles East
  - c. South to the Kansas border
  - d. 5 miles West

#### **Cost of the Program**

1. No charge to the patient
2. Program funding assistance provided by:
  - a. Community Hospital Health Foundation grant awarded for 2016 to assist with costs of the program
  - b. SHIP grant allocated through Community Hospital for Community Paramedicine education

#### **Outcome Metrics (of participant population group only)**

1. Reduce ER visits
2. Reduce readmissions
3. Reduce cost/charges
4. Reduce 911 calls/transport
5. Increase Home Health/Hospice referrals
6. Improve patient satisfaction with discharge process from ER & hospital

#### **Project Development Team**

Becky Mai, Social Services Coordinator & 2.4 Process Based Management Family Champion

Janelle Kircher, VP Patient Care Services & CNO

Julie Wilhelmson, Emergency & Mother/Baby Services Director

Marc Harpham, McCook Fire/EMS Chief

Misti Soderlund, Inpatient Services Director

Nita Young, Home Health & Hospice Director

Tammy Kerr, McCook Clinic Patient Care Coordinator

Terri Shipshock, Community Hospital Health Foundation Director

#### **Program Oversight**

Steve Renner, RN, McCook Fire & EMS

Dr. Richard Klug, MD, McCook EMS Medical Director

#### **Anticipated Scope/Focus – Prevention & Treatment**

The current rules and regulations allow McCook's EMS crew to operate as Community Paramedics. The healthcare team would work with patients/families to develop an individualized plan of care:

1. New diagnosis education
2. Chronic disease management education
3. Discharge instruction education and assessment of follow-through

4. Medication education and validation of understanding
  - a. Did they fill the prescription(s)?
  - b. Do they understand what, when and how to take each medication?
  - c. Do they understand the purpose of each medication?
  - d. Do they understand the possible side effects?
  - e. Do they understand when to hold the medication and contact their physician's office prior to administration?
  - f. Do they understand which medications are no longer ordered by the physician that they have at home yet should stop taking?
5. In-home fall assessment and recommendations for modification for safety
6. Vital sign assessment
7. O2 sat check
8. Weight check
9. Blood glucose checks
10. In-home lifestyle evaluation/coaching

**Data Tracking**

**McCook EMS**

- EMS expenses including supplies, mileage and EMT time
- Time from referral to initial in-home visit

**Becky Mai, Coordinator of Social Services**

- Qualifying inpatients, inpatient participants and inpatient declinations
- Inpatient Readmissions
- Facilitation of program progress through Process Based Management family 2.4

**Julie Wilhelmson, CH Director of Emergency & Mother/Baby Services**

- Qualifying ER patients, ER participants and ER declinations
- ER Readmissions

**References:**

**Current Programs in Nebraska**

Scottsbluff – Initiated in 2013  
 Valley Ambulance Services of Scottsbluff w/Randy Meininger, Owner/Operator

1. Pilot project with Regional West Medical Center
2. Study group – Pneumonia & CHF
3. 175 patients for one year study
  - a. 6 elected to opt out
  - b. 169 participants
4. Visited 4 times over one month period
  - a. 1<sup>st</sup> visit within 24 hours of discharge
  - b. One visit per week for next 3 weeks
    - i. Average visit approximately 40 minutes long
5. Cost saving reported approximately \$150,000
6. Charged \$50 per visit/\$200 per patient for 4-week program

Omaha – CHI Immanuel  
 Medics At Home program of CHI w/Tom Townsend, Paramedic

1. COPD
  - a. 24% decrease in ER visits
  - b. 1.43% reduction in readmission
  - c. Near \$41,000 cost savings for ED & ambulance transport
2. 28 patients enrolled
  - a. 20 out of 28 had home care as well as community paramedicine
3. Identified opportunity to increase home health referrals

CITY MANAGERS REPORT  
DECEMBER 21, 2015 CITY COUNCIL MEETING

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ITEM: 5D

RECOMMENDATION:

RECEIVE AND FILE INFORMATION REGARDING THE ACTIVITIES AND  
SUCCESSSES OF THE CITY OF McCOOK PROBLEM RESOLUTION  
TEAM.

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BACKGROUND:

Since its inception in March 2008, the Problem Resolution Team (PRT) has worked with McCook and area property owners to address quality of life issues within the City of McCook and, occasionally, within the two mile zoning area around the City of McCook. In particular, the PRT has worked with property owners to address issues on properties that have become unsafe, unsightly, and/or uninhabitable due to the existence of nuisances on those properties. In most instances the PRT has been successful in working with property owners to address nuisance properties. However, the City Council necessarily convened the McCook Board of Health on occasions at the request of the PRT to address several properties on which the PRT was not successful in gaining the compliance of property owners with City Ordinances.

While there is currently no funding available for demolition, the PRT continues to focus on nuisance properties within the City. Considerable progress has been made and the efforts of the PRT continue to be very successful. During 2015 the PRT received dozens of complaints of nuisance issues on properties. Those issues have been successfully resolved on the majority of properties within the City through the demolition, renovation, or cleanup of properties through the efforts of property owners and the PRT, with the assistance of civic and religious organizations. The attached photographs are of a few of the properties the PRT worked with owners and civic and religious organizations to bring into compliance with Ordinances.

Properties by location:

**West 2<sup>nd</sup> Street:** Unsafe sheds removed, property cleaned, and renovation of the residence undertaken and still in progress.

**West I Street:** An uninhabitable and unsightly residence and property was completely renovated.

**West 5<sup>th</sup> Street:** A property overgrown with weeds and trash was cleaned up.

**South Street:** A property overgrown with weeds and cluttered by several inoperable vehicles was cleaned and vehicles removed.

**West L Street:** An unsafe and uninhabitable property was cleaned up and the residence sold to a new owner for renovation.

CITY MANAGERS REPORT  
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**BACKGROUND CONTINUED:**

**West 4<sup>th</sup> Street:** An unsafe nuisance property was partially cleaned. While significant progress has been made, the PRT continues to work with property owners to bring into compliance with City Ordinances.

**FISCAL IMPACT:**

**NONE. NO FUNDS HAVE BEEN EXPENDED.**

**RECOMMENDATION:**

**RECEIVE AND FILE INFORMATION REGARDING THE ACTIVITIES AND SUCCESSES OF THE CITY OF McCOOK PROBLEM RESOLUTION TEAM.**

**APPROVALS:**

  
\_\_\_\_\_  
Isaac S. Brown, Chief of Police

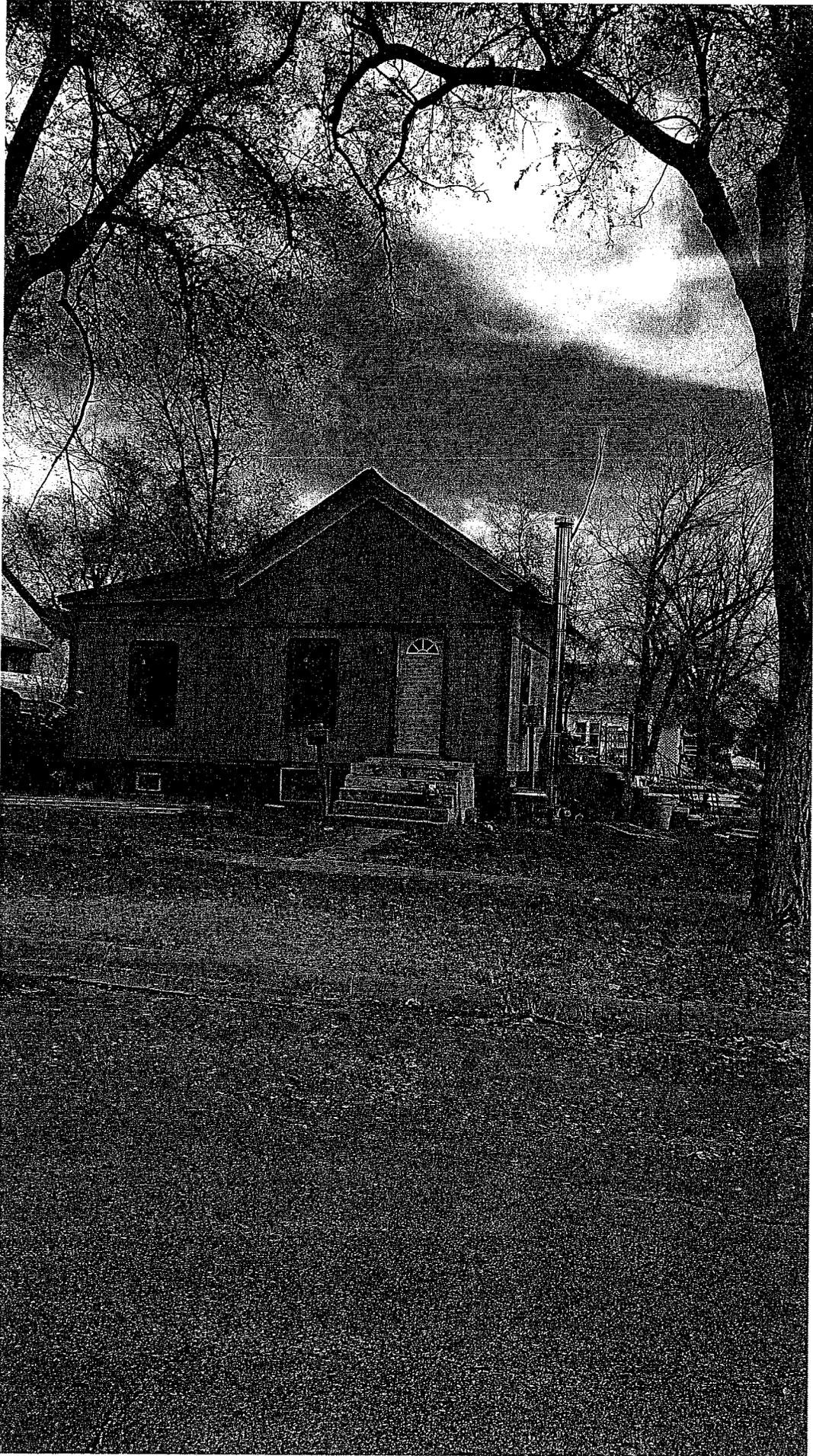
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Date

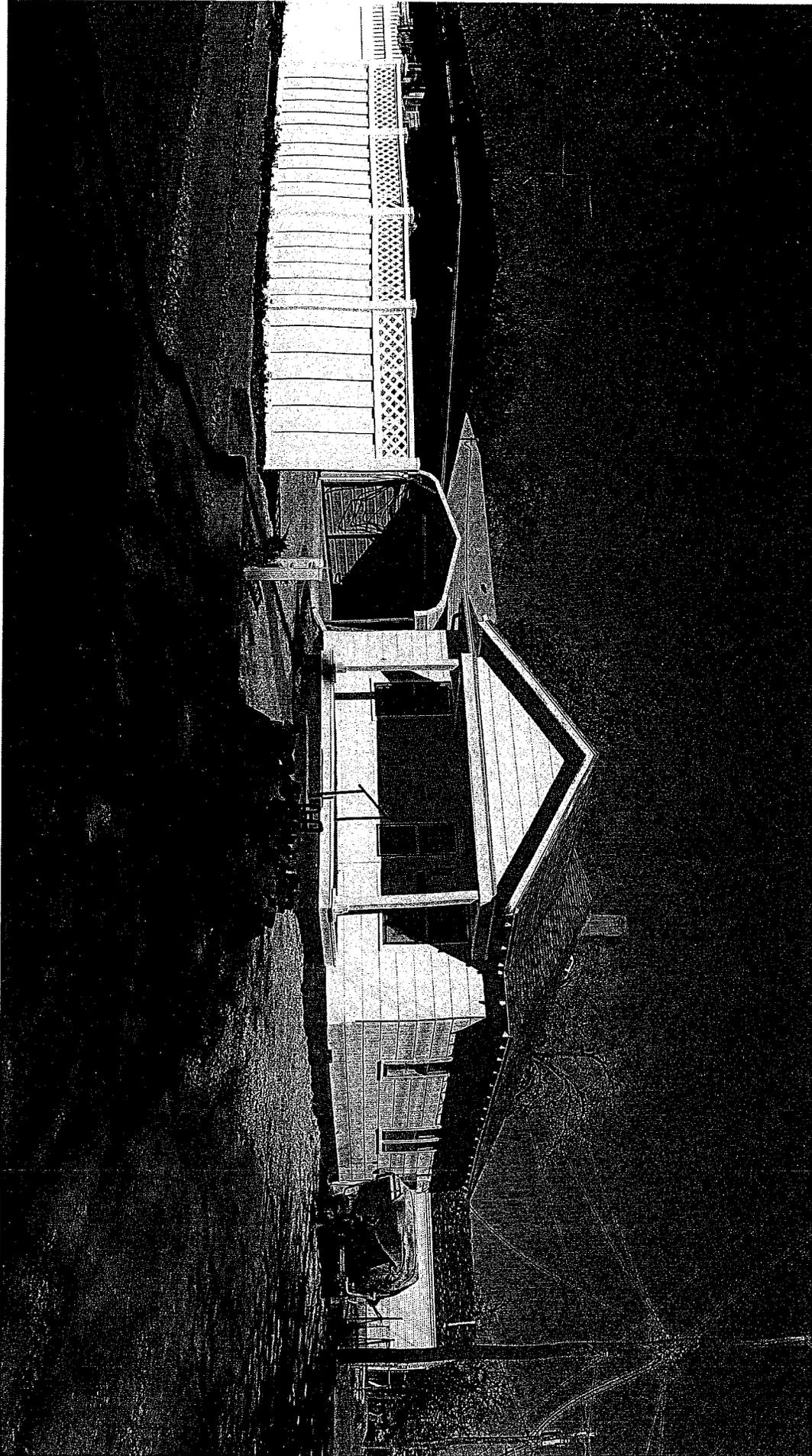
  
\_\_\_\_\_  
Nate Schneider, City Manager

12-20-15  
Date

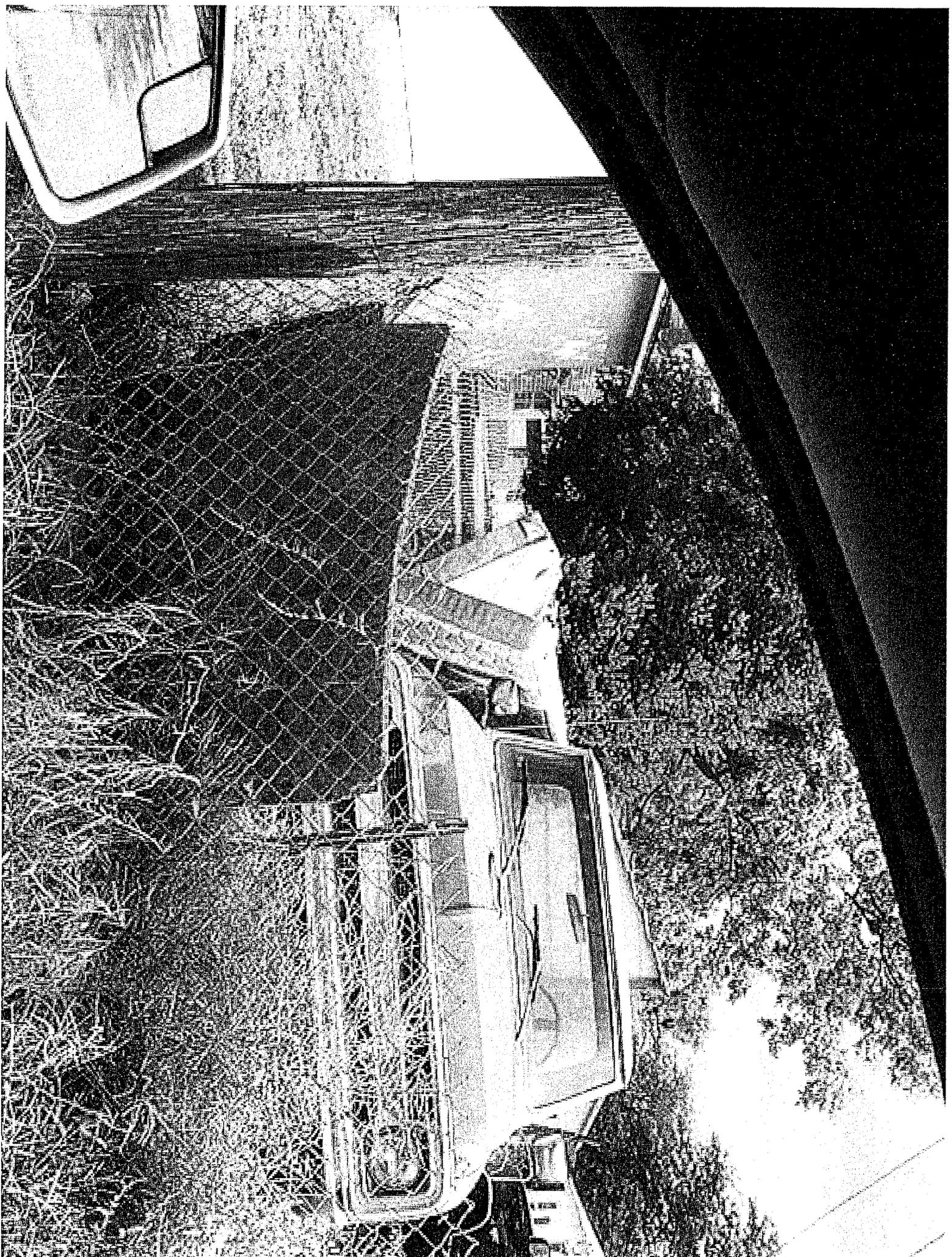


West 2nd Street

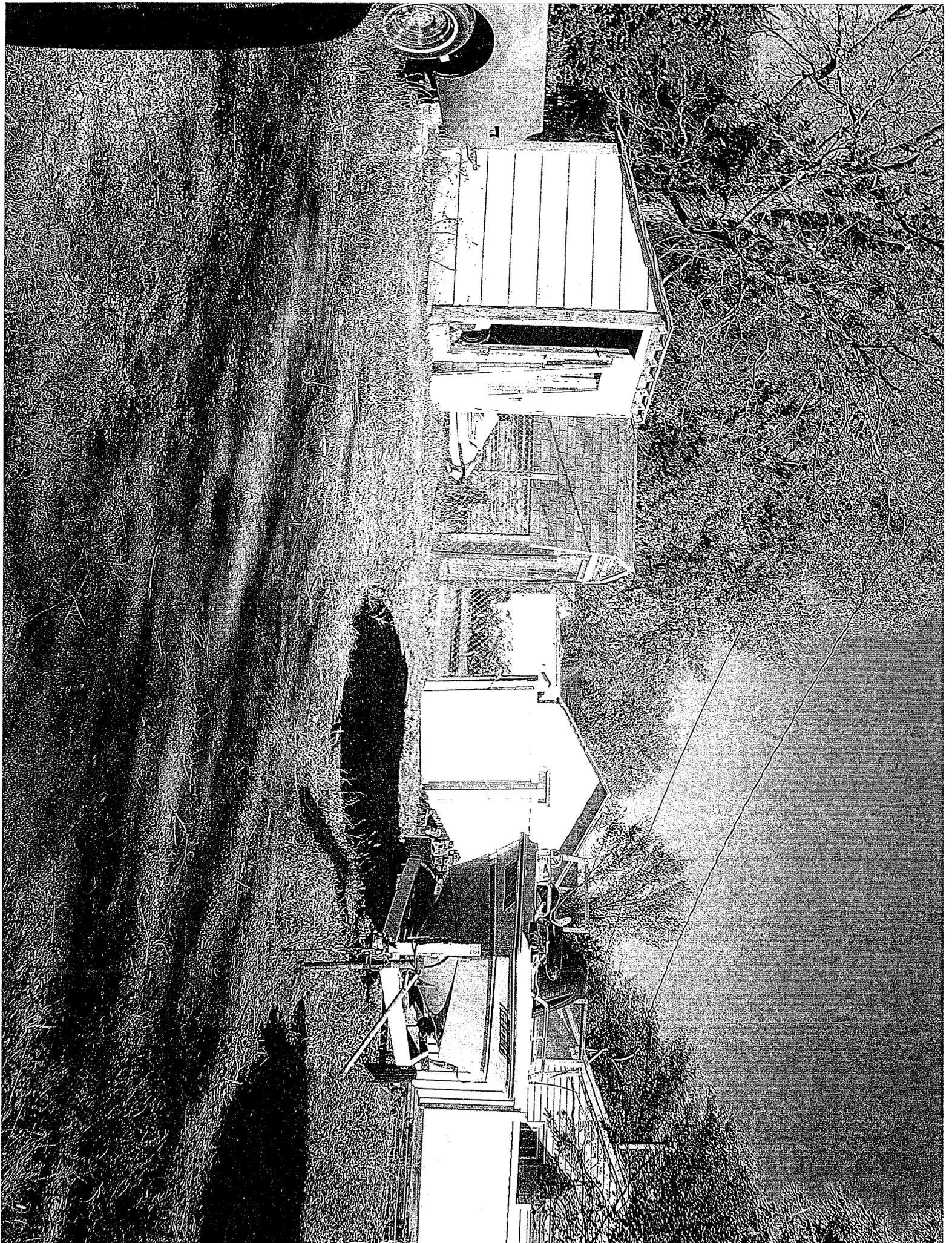


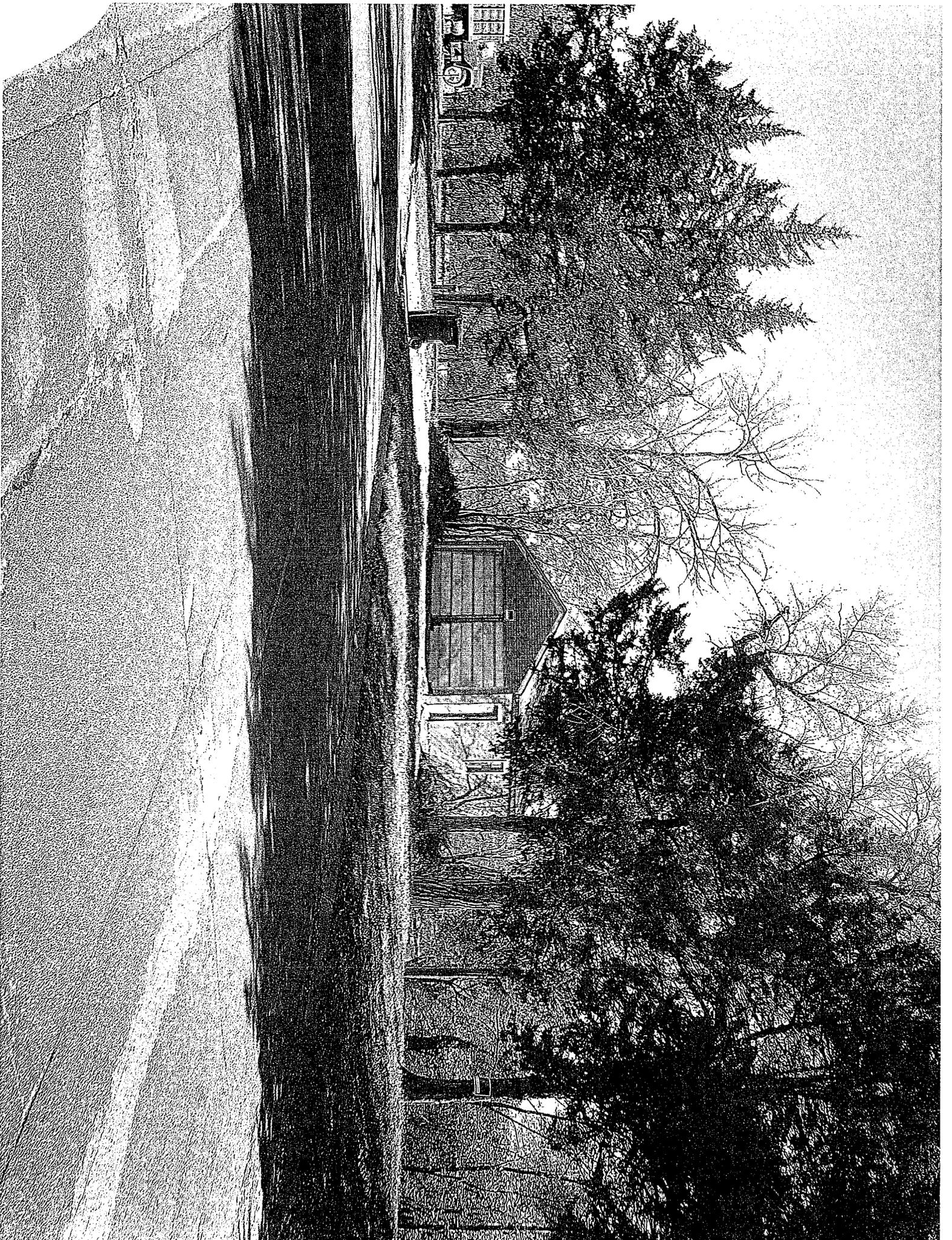


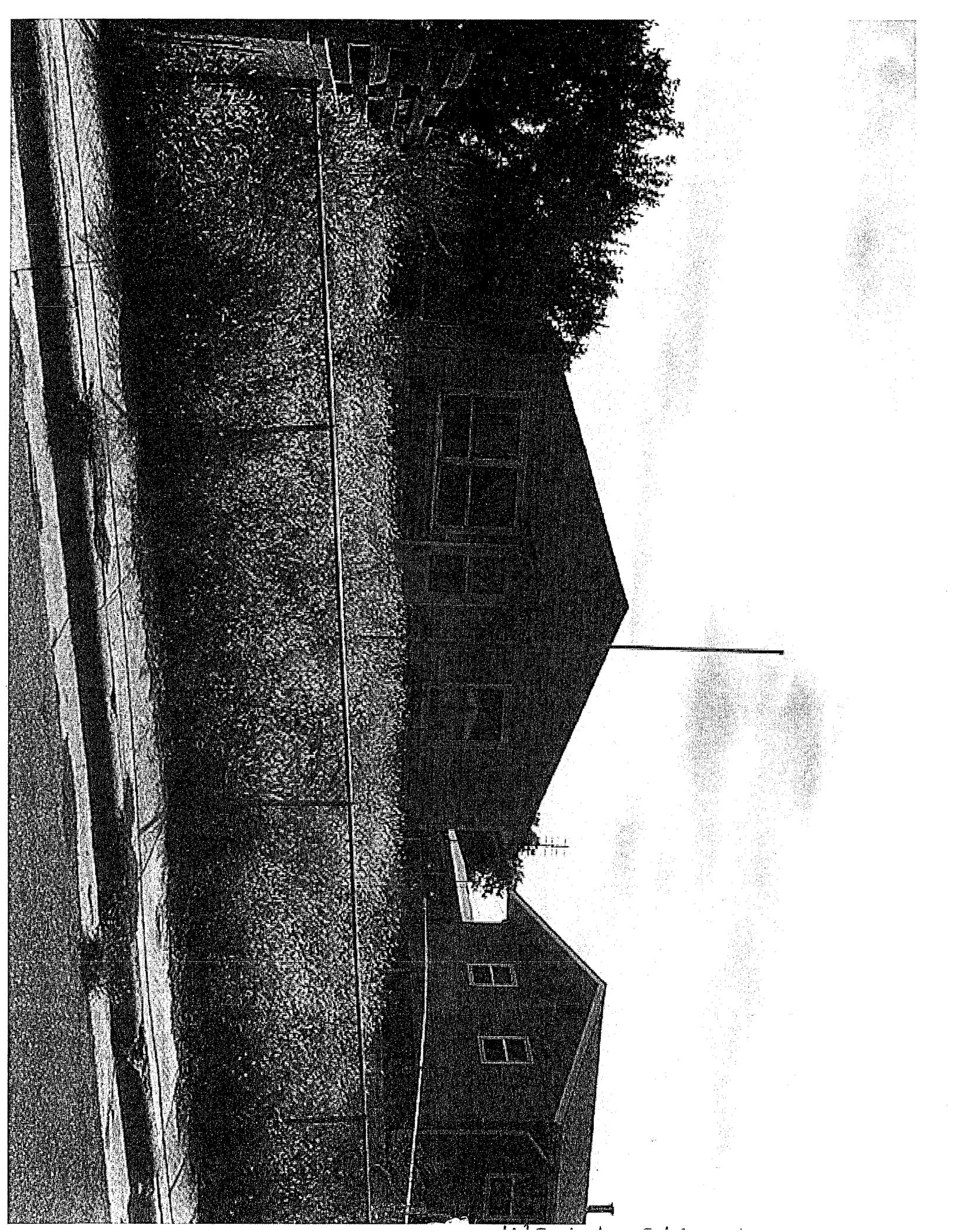
West I street

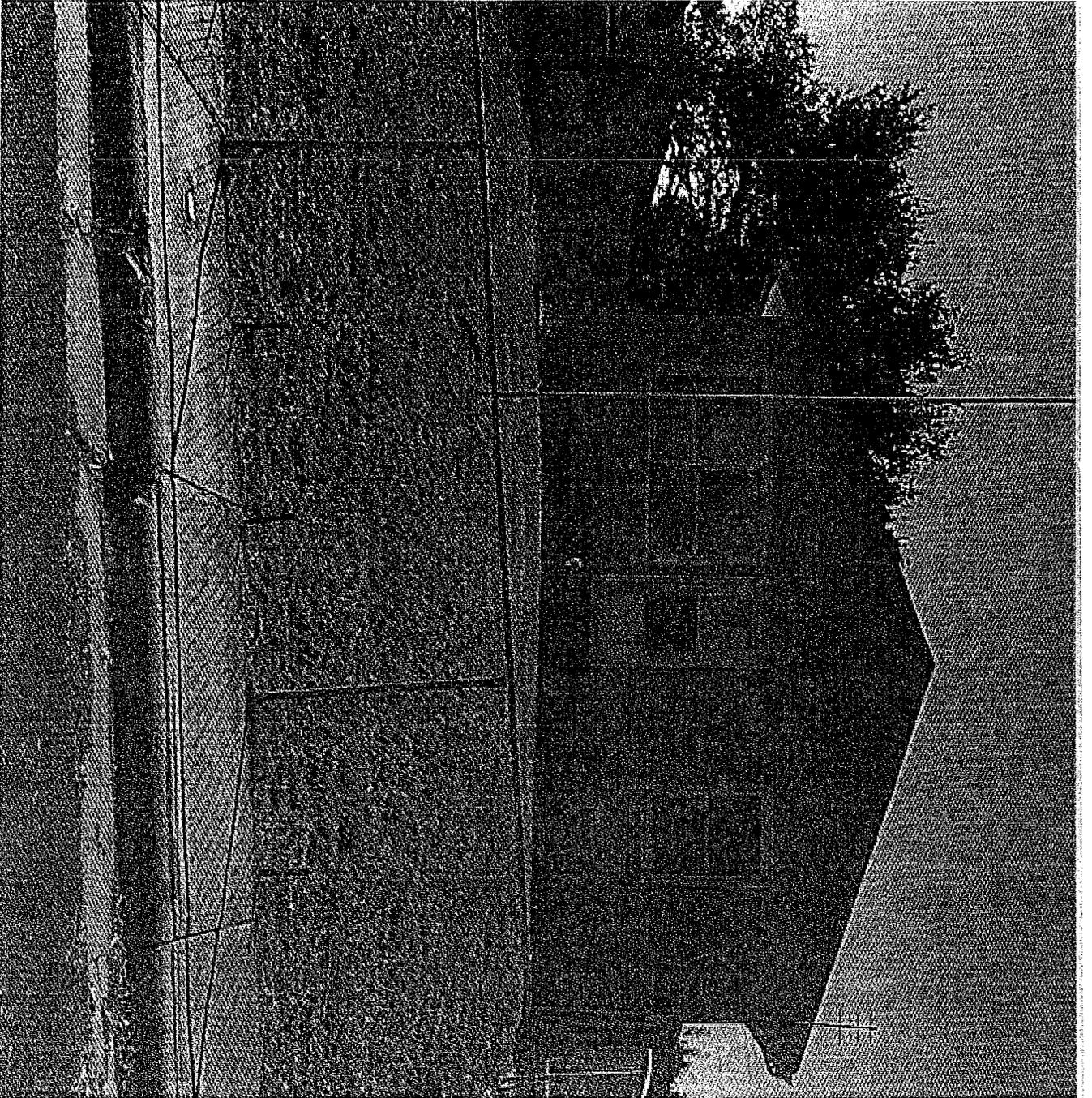




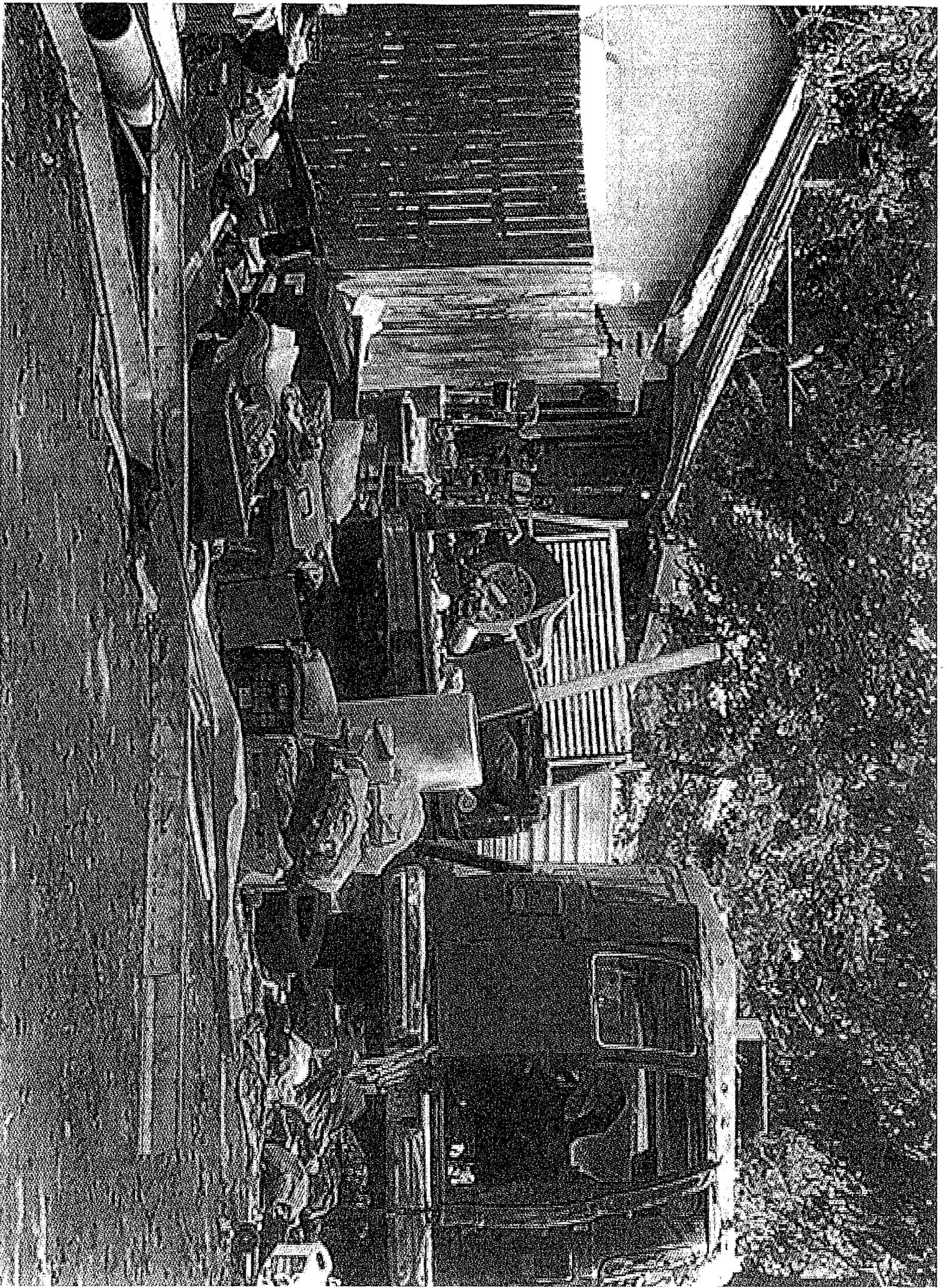








West L street



West 4TH Street

