

COMBINED MCCOOK CITY COUNCIL
AND COMMUNITY DEVELOPMENT AGENCY AGENDA

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday - October 19, 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 - United Methodist 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. Proclamations.**
- A. Approve the proclamation designating the month of October 2015 as "Domestic Violence Awareness Month" and authorize the Mayor to sign.
[101915 proc](#)
- 4. Presentations.**
- A. Receive and file a report from Eric Hellriegel of Miller and Associates, P.C., updating the McCook Downtown Revitalization Project
[101915 dtr](#)
- 5. Public Hearings.**
- A. Public Hearing - proposed Redevelopment Plan for the Quillan Courts, L.L.C. Redevelopment Project Area 2015 as to its conformity with the general plan of the development of the City as a whole.
[101915 quillan](#)
-
- Motion to recess as a City Council and to convene as the McCook Community Development Agency for consideration of the CDA Agenda.**
-

MCCOOK COMMUNITY DEVELOPMENT AGENCY

- **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.*

[101915 cda agenda](#)

1. Approve the minutes of the May 4, 2015 Community Development Agency regular meeting.
2. Adopt Resolution No. CDA 2015-04 recommending approval of a Redevelopment Plan of the City of McCook, Nebraska submitted by Quillan Courts, L.L.C; approving a Cost Benefit Analysis, approving a Redevelopment Project of the City of McCook, Nebraska; and approval of related actions.
3. Adjournment.

***Motion to recess as a the McCook Community Development Agency
and reconvene as the McCook City Council.***

- B. Adopt Resolution No. 2015-21 approving a Redevelopment Plan of the City of McCook, Nebraska; and related matters for the purpose of the development of Quillan Courts, L.L.C.
[cda map](#)

6. 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 October 5, 2015 regular City Council meeting.

[101915 minutes](#)

- B. Approve the application for a Special Designated Liquor License submitted by the McCook Area Chamber of Commerce for a Quarterly Networking Affair to be held at the McCook Municipal Auditorium, 302 West 5th Street, on December 9, 2015 from 5:30 P.M. to 7:00 P.M.

[101915 chamber](#)

- C. Approve the bid specifications for two (2) new 2016 All Wheel Drive or 4-Wheel Drive vehicles for use by the McCook Police Department and set the date to receive the bids as November 9, 2015 at 2:00 P.M.

[101915 police bid](#)

- D. Approve the application for a Special Designated Liquor License submitted by Mo Dough LLC, Liquor License #IK-057785, for the McCook Community Hospital Company Christmas Party to be held at the Peter and Delores Graff Event Center, 104 East "M" Street, on December 5, 2015 from 8:00 A.M. to 1:00 A.M.

[101915 hospital](#)

- E. Approve the application for a Special Designated Liquor License submitted by Mo Dough LLC, Liquor License #IK-057785, for the Valmont Company Christmas Party to be held at the AFRC (Army Reserve Building), 38709 East Highway 6 & 34, on December 19, 2015 from 9:00 A.M. to 1:00 A.M.

[101915 valmont](#)

- F. Approve the application for a Special Designated Liquor License submitted by Mo Dough LLC, Liquor License #IK-057785, for the Parker Company Christmas Party to be held at the AFRC (Army Reserve Building), 38709 East Highway 6 & 34, on December 12, 2015 from 9:00 A.M. to 1:00 A.M.

[101915 parker](#)

G. Receive and file the claims for the month of September 2015 as published October 19, 2015.

101915 claims

H. Approve an addendum to the Fixed Base Operator Lease Agreement between Griff Malleck, d/b/a Red Willow Aviation and the City of McCook to include an additional 90' by 75' concrete slab, 12' x 14' of said concrete to be added by Red Willow Aviation at Red Willow Aviation's cost.

101915 fbo add

I. Receive and file the minutes of the October 12, 2015 Planning Commission meeting.

101915 pc minutes

J. Approve the bid specifications for two (2) new 2015 or 2016 3/4 Ton 4-Wheel Drive pickup trucks for the Street and Parks Departments, that includes an alternate for a third pickup for the Cemetery Department, and 101915 bid pickups set the date to receive bids as November 9, 2015 at 2:30 P.M.

7. Regular Agenda.

A. Approve on third and final reading Ordinance No. 2015-2921 vacating the dedicated alley located directly to the south of Lot 28, Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska.

101915 michaelis

B. Approve on third and final reading Ordinance No. 2015-2922 creating a new 20 foot alley to replace the vacated alley located directly to the south of Lot 28, Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska.

C. Approve on third and final reading Ordinance No. 2015-2923 authorizing the sale of Part of Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows: Beginning at the SW corner of Lot 29, Block 1, South McCook Addition, thence N02°24'55"W (assumed and all bearings relative to) along the west line of Lot 29 a distance of 59.86 feet to the SE Corner of lot 28, thence S89°25'59"W along the south line of Lot 28 a distance of 44.19 feet to the SW corner of Lot 28, thence S00°47'07"E a distance of 59.85 feet, thence N89°26'40"E a distance of 43.80 feet to the Point of Beginning, said tract containing 2633.40 square feet more or less, subject to any easements, right-of-ways, or reservations of record.

D. Council Comments.

E. An Executive Session may be held upon a majority vote of the Council for the protection of public interest and protection of attorney client privilege for a strategy session with their Attorney with respect to potential litigation involving a Zoning Regulation Violation.

**If the motion to close passes, then the presiding officer shall announce immediately prior to the closed session:*

"At this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the purpose of [restate the entire motion]. We will reconvene in public session following this closed session."

▪ Adjournment.

**CITY MANAGER'S REPORT
OCTOBER 19, 2015 CITY COUNCIL MEETING**

ITEM: **3**

Approve the proclamation designating the month of October 2015 as "Domestic Violence Awareness Month" and authorize the Mayor to sign.

BACKGROUND:

Please refer to the letter of request from Nyssa Salazar, Legal Advocate for the Domestic Abuse/Sexual Assault Services.

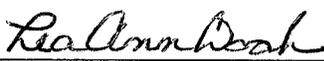
FISCAL

IMPACT: None.

RECOMMENDATION:

Approve the proclamation designating the month of October 2015 as "Domestic Violence Awareness Month" and authorize the Mayor to sign.

APPROVALS:



Lea Ann Doak, City Clerk

October 15, 2015



**Domestic Abuse/
Sexual Assault Services**

407 W. 5th
PO Box 714
McCook, NE 69001

Business Phone: 308-345-1612
24 hour Crisis Line: 345-5534
Toll-free Crisis Line: 877-345-5534
Website: www.dasas.net

September 28, 2015

City of McCook
Mayor Mike Gonzales
P.O. Box 1059
McCook, NE 69001

Dear Mayor Gonzales,

Nationally, October is known as Domestic Violence Awareness Month. Domestic Abuse Sexual Assault Services (DASAS) is sending proclamations to city and village offices asking for the Mayor or Chairperson to proclaim October as an awareness month in their community.

Domestic violence is a prevalent problem across southwest Nebraska and all the United States. DASAS of McCook is asking for your help in raising awareness and prevention efforts in McCook. To step up and take a stand against Domestic Violence, please sign your name to this proclamation and post it in a visible place(s) in your community. We ask that you also send a quick email to nyssa@dasas.net letting us know that you have proclaimed October as Domestic Violence Awareness Month in your community. This will help us get an accurate count of the number of communities across the state of Nebraska that joined in the efforts to eliminate domestic violence.

Thank you for your continued support. If you have questions or would like further information on how to increase awareness and prevention efforts in your community, please contact our offices at 308-345-1612. We look forward to working with you.

Sincerely,

Nyssa Salazar

Nyssa Salazar
Legal Advocate
nyssa@dasas.net

Office of the Mayor
City of McCook
RECOGNIZE. RESPOND. ACT.



Proclamation

- Whereas,** Domestic violence is widespread and affects over four million Americans each year;
- Whereas,** The problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference; and
- Whereas,** Home should be a place where a person is able to experience safety, acceptance, and unconditional love. Yet, for individuals experiencing domestic violence by their intimate partners, their home is filled with power, control, violence, and fear; and
- Whereas,** The children in homes where domestic violence exists are learning, hearing, and seeing that relationships are to be based on power, control, fear, and violence rather than respect, honesty, and other aspects of healthy relationships; and
- Whereas,** Domestic violence is never at the fault of the victims; and
- Whereas,** Nothing causes an individual to be abusive. Domestic violence is not caused by alcohol, drugs, stress, economic issues, mental illness, depression, or any other excuse. An abuser chooses to use these violent behaviors; and
- Whereas,** Victims of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can escape the cycle of abuse;
- Whereas,** As individuals and as a community we need to increase our capacity to deal with domestic violence, supporting the victims/survivors in their quest for safety and dignity, and holding perpetrators accountable for their behavior; and
- Whereas,** Domestic Abuse Sexual Assault Services is dedicated to the elimination of domestic violence through prevention and community action throughout southwest Nebraska, promoting equality, safety and respect among all individuals and helping to empower all domestic violence victims/survivors; and

Now therefore, I Mike Gonzales, Mayor, do hereby proclaim the month of October as

Domestic Violence Awareness Month

in the City of McCook and urge the citizens of our community to help end domestic violence by working together to support victims/survivors and raising awareness in an effort to promote social change.

In witness thereof I have hereunto
set my hand and caused this seal to be affixed

Domestic Violence

KNOWS No Boundaries

No one is immune from abuse.

ATTEST _____

DATE _____

**CITY MANAGER'S REPORT
OCTOBER 19, 2015 CITY COUNCIL MEETING**

ITEM: 4 Receive and file a report from Eric Hellriegel of Miller and Associates, P.C., updating the McCook Downtown Revitalization Project.

BACKGROUND:

At the August 17, 2015 City Council meeting, an easement was approved and entered into with Jay and Kim Schilling, owners of Lot 16, Block 15, Original McCook, Red Willow County, Nebraska. The easement allows the City to connect the parking area located at the corner of East D Street and East 1st Street to Norris Avenue by a walking path. Since the completion of the easement, Miller and Associates, P.C. and the City of McCook have worked together towards completing the drawings and design for the Revitalization Project. A lot of the discussion has involved the design of the walking path and the specifics regarding the parking structure. Eric Hellriegel has been leading the project development for Miller and Associates, P.C. Mr. Hellriegel will update the project status and discuss the development of the parking structure/walkway project with the City Council. The plan is to make a presentation at the October 19, 2015 meeting, with approval of the plans and specifications to occur at the November 2, 2015 meeting.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

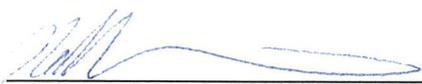
Receive and file a report from Eric Hellriegel of Miller and Associates, P.C., updating the McCook Downtown Revitalization Project.

APPROVALS:



Lea Ann Doak, City Clerk

October 14, 2015



Nathan A. Schneider, City Manager

October 14, 2015

DRAWINGS FOR

DOWNTOWN IMPROVEMENTS 2015



MCCOOK, NEBRASKA

2015

M&A PROJECT NO. 200-G1-018

M&A MILLER & ASSOCIATES Consulting Engineers P.C.
1111 Central Avenue - Kearney, NE 68847

UTILITIES

REGISTERED ENGINEER OF NEBRASKA
(603) 331-5588

GENERAL

CONSULTING PROFESSIONAL

SET NO. _____

DRAWING NO. _____

X

McCOOK, NEBRASKA
LOCATION MAP & INDEX
DOWNTOWN IMPROVEMENTS 2015

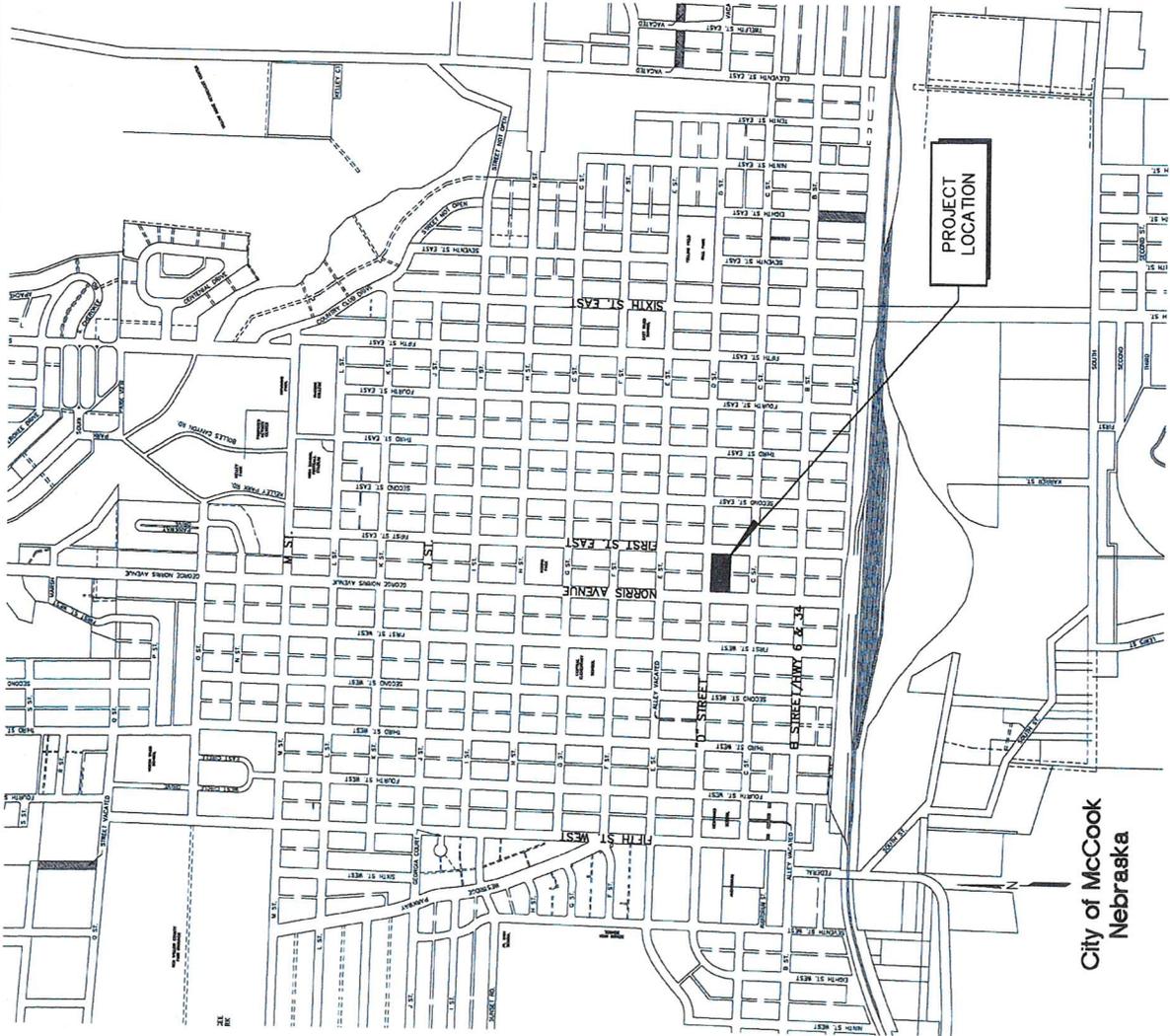
NOTES

1. CONTRACTOR IS TO COORDINATE ALL STREET CLOSINGS WITH THE CITY OF McCOOK. NOTIFY CITY FIRE RESCUE DEPARTMENT, CITY SHERIFF, AND ALL ADJOINING PROPERTY OWNERS 48 HOURS PRIOR TO CLOSING STREETS OR DRIVES.
2. THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED IN THESE DRAWINGS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITIES AT THE REQUEST OF THE CONTRACTOR.
3. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITY FACILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES AND THEN ONLY WITH EXTREME CARE TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY FACILITY.
4. ALL SIGNS, MAILBOXES, CULVERTS, GUY WIRES, ETC. ENCOUNTERED DURING THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
5. THE QUANTITIES OF EACH ITEM LISTED ON THE DRAWINGS MAY VARY FROM THE TOTAL QUANTITIES INSTALLED.
6. THE CONTRACTOR IS RESPONSIBLE FOR HAULING AND LEGALLY DISPOSING OF ALL REMOVAL MATERIALS OFF SITE.
7. ALL PROPERTY PINS REMOVED OR DAMAGED ARE TO BE RESET BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
8. THE CITY MAY ADD TO OR DELETE FROM THE PROJECT, PORTIONS OF OR ENTIRE IMPROVEMENTS.

| SYMBOL | DESCRIPTION | SYMBOL | DESCRIPTION |
|--------|--|--------|--------------------------------------|
| | FENCE, BUSHES, SHRUBS OR WOODS | | BASE LINE WITH POINT OF INTERSECTION |
| | DECIDUOUS TREE | | PERMANENT EASEMENT |
| | CONIFEROUS TREE | | TEMPORARY EASEMENT |
| | TREE STUMP | | GAS METER OR REGULATOR |
| | CONCRETE, ASPHALT STREETS, ROADS OR DRIVES | | WATER METER |
| | GRAVEL STREETS, ROADS OR DRIVES | | PROPOSED WATER VALVE |
| | CONCRETE WALKS OR SLABS | | EXISTING WATER VALVE |
| | CURB AND GUTTER | | FIRE HYDRANT |
| | CATCH BASIN | | CURBSTOP |
| | POWER POLE | | YARD HYDRANT |
| | LIGHT POLE | | PROPOSED WATER SERVICE |
| | STREET SIGN | | EXISTING WATER SERVICE |
| | GUY WIRE | | EXISTING STORM SEWER |
| | FLAG POLE | | EXISTING SANITARY SEWER |
| | EXISTING STRUCTURE | | MANHOLE |
| | MAILBOX | | CLEANOUT |
| | FENCE-LIGHT WOOD OR WIRE | | UNDERGROUND ELECTRICAL LINE |
| | CULVERT | | UNDERGROUND TELEPHONE LINE |
| | RAILROAD TRACKS | | UNDERGROUND GAS LINE |
| | PROPERTY PIN | | DRAINAGE COURSE OR FLOW LINE |
| | CENTERLINE | | EXISTING GROUND CONTOUR |
| | PROPERTY OR ROW LINE | | NEW GROUND CONTOUR |
| | RECOVERY WELL/MONITORING WELL | | |

INDEX OF DRAWINGS

| SHT. NO. | DESCRIPTION |
|----------|--|
| 1 | TITLE SHEET |
| 2 | LOCATION MAP & INDEX |
| 3 | WALKWAY REMOVAL PLAN |
| 4 | PARKING LOT REMOVAL PLAN |
| 5 | PARKING LOT PAVING PLAN |
| 6 | ACCESSIBLE RAMP PLAN & DETAILS |
| 7 | PARKING LOT STIRPING PLAN |
| 8 | PLAN & PROFILE - WALKWAY |
| 9 | PLAN & PROFILE - NORTH RETAINING WALL |
| 10 | PLAN & PROFILE - NORTH RETAINING WALL (NORTH FACING) |
| 11 | PLAN & PROFILE - SOUTH RETAINING WALL |
| 12 | PLAN & PROFILE - SOUTH RETAINING WALL (SOUTH FACING) |
| 13 | PLAN & PROFILE - CROSS WALLS |
| 14 | PLAN & PROFILE - CROSS WALLS |
| 15 | RETAINING WALL DETAILS |
| 16 | WALKWAY DRAINAGE PIPE LAYOUT |
| 17 | PAVING & MISCELLANEOUS DETAILS |
| 18 | |



City of McCook
Nebraska

REVISIONS

BY



Miller & Associates
Consulting Engineers, P.C.
1111 North 17th Street
Lincoln, NE 68502-2276
Phone: (402) 441-1111
Fax: (402) 441-1112

WALKWAY - REMOVAL PLAN

DOWNTOWN IMPROVEMENTS 2015

McCOOK, NEBRASKA

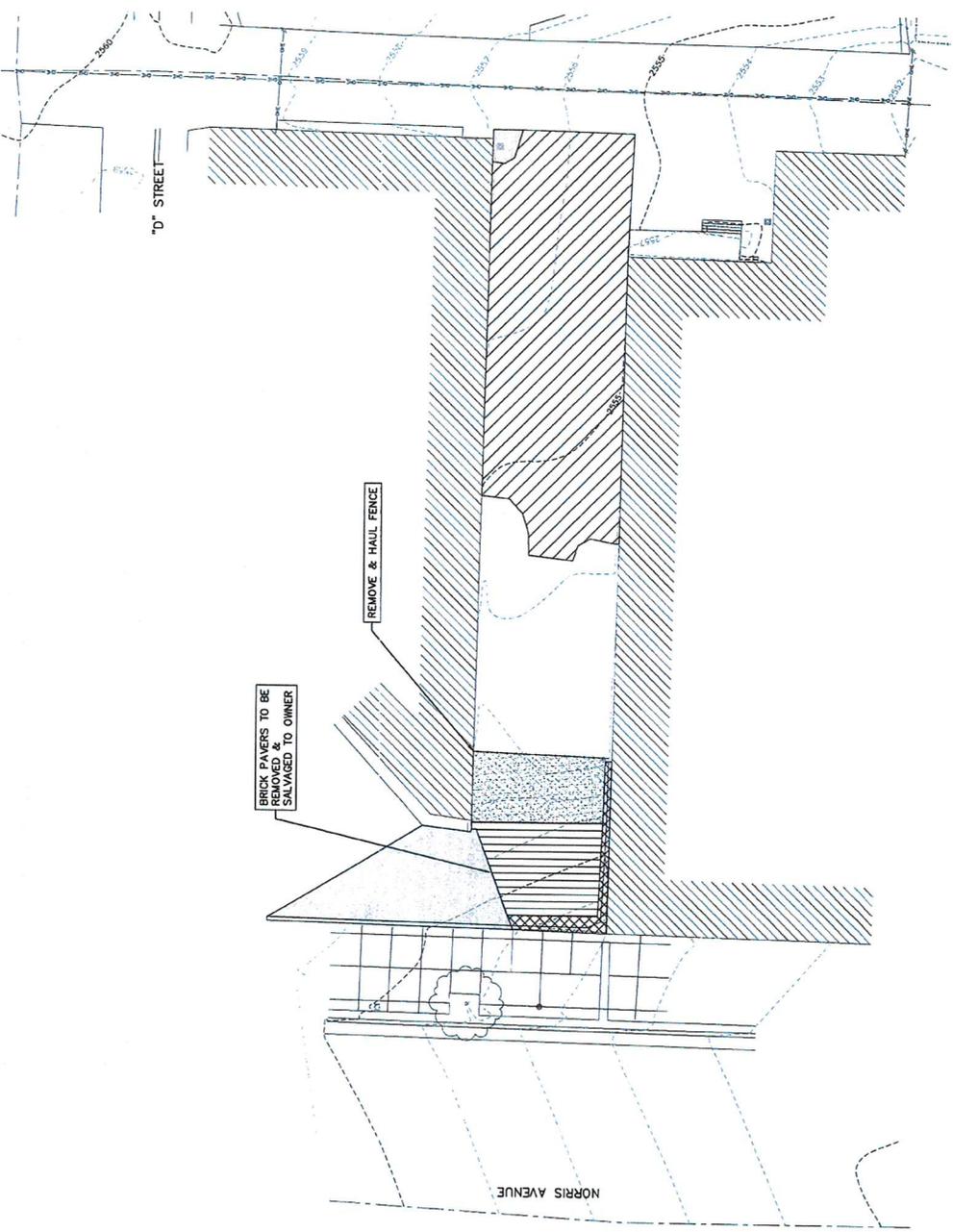
This document and the ideas and designs it represents have been prepared for the use of the client and are not to be used for any other purpose without the written authorization of Miller & Associates.

PRELIMINARY
FOR REVIEW

DATE: 08/14/14
PROJECT NO: 200-01-018
FIELD BOOK: 104A.DWG NO.
DRAWN BY: JLS
CHECKED BY: JLS
APPROVED BY: [Signature]
SHEET: 3

| APPROXIMATE QUANTITIES | |
|----------------------------------|----------|
| REMOVE & SALVAGE: BRICK PAVERS | 36 S.Y. |
| REMOVE & HAUL: CONCRETE PAVEMENT | 57 S.Y. |
| REMOVE & HAUL: ASPHALT PAVEMENT | 106 S.Y. |
| REMOVE & HAUL: CURB & GUTTER | 45 L.F. |
| REMOVE & HAUL: ROCK SURFACING | 25 L.F. |
| REMOVE & HAUL: FENCE | 25 L.F. |

- REMOVAL LEGEND
- ASPHALT PAVEMENT
 - CONCRETE REMOVAL
 - CURB & GUTTER
 - ROCK SURFACING
 - BRICK PAVERS



REVISIONS BY



Miller & Associates
Consulting Engineers, P.C.
1000 North 17th Street
Lincoln, NE 68502
Phone: (402) 441-2770
Fax: (402) 441-2771

PARKING LOT - PAVING PLAN

DOWNTOWN IMPROVEMENTS 2015

MCCOOK, NEBRASKA

**PRELIMINARY
FOR REVIEW**

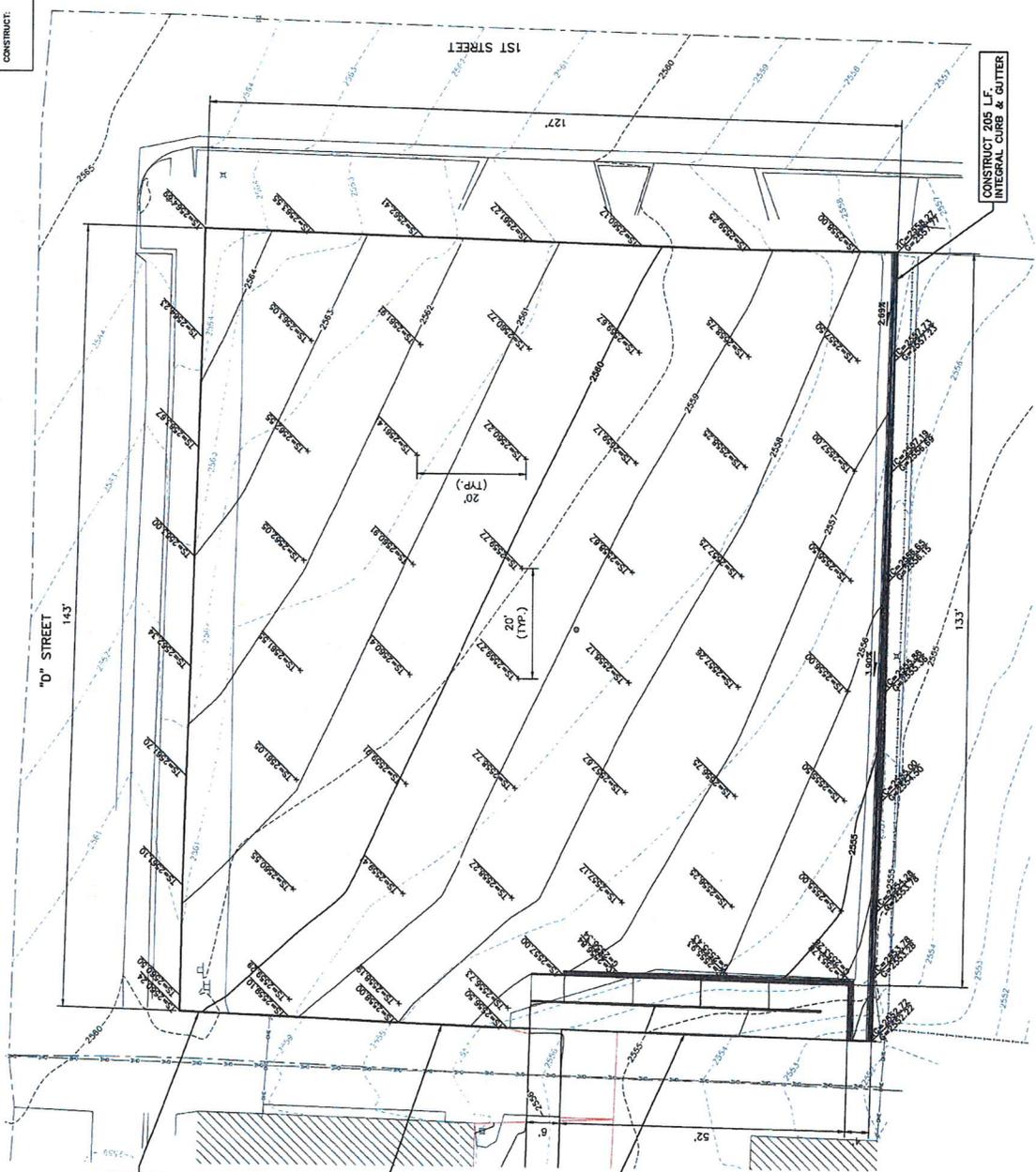
DATE: JULY 2015
PROJECT NO: 202-01-018
SCALE: 1" = 10'
DRAWN BY: JLS
CHECKED BY: JLS
SHEET NO: 5

| APPROXIMATE QUANTITIES | |
|--------------------------------------|------------|
| EARTHWORK: | 314 C.Y. |
| COMMON EXCAVATION | 314 C.Y. |
| OVEREXCAVATE & REPLACE (IF REQUIRED) | 50 C.Y. |
| P.C. CONCRETE PAVEMENT | 1,955 S.Y. |
| INTEGRAL CURB | 205 L.F. |

EARTHWORK

EXCAVATION: 314 C.Y.
STREET EMBANKMENT: 144 C.Y.
WASTE: 0 C.Y.
(PROVIDED BY CONTRACTOR)
170 C.Y.

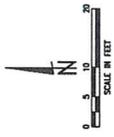
THE ABOVE QUANTITIES COMPUTED BY THE ENGINEER ARE APPROXIMATE. CONTRACTOR TO FURNISH BORROW AND WASTE QUANTITIES ARE CALCULATED TO THE TOP OF FINISHED SURFACES.



INSTALL 1/2" EXP. JOINT WHERE NEW CONCRETE MEETS EXISTING. (INCIDENTAL TO PAVING)

CONSTRUCT 1,955 SQUARE YARDS OF CONCRETE PAVEMENT TYPE #7-B MOD

SEE ACCESSIBLE RAMP PLAN FOR THIS AREA



REVISIONS BY

| | |
|--|--|
| | |
| | |
| | |
| | |

MA
 Miller & Associates
 Consulting Engineers, P.C.
 1000 S. 10th Street
 Lincoln, NE 68502-3270

DOWNTOWN IMPROVEMENTS 2015 ACCESSIBLE RAMP PLAN & DETAILS

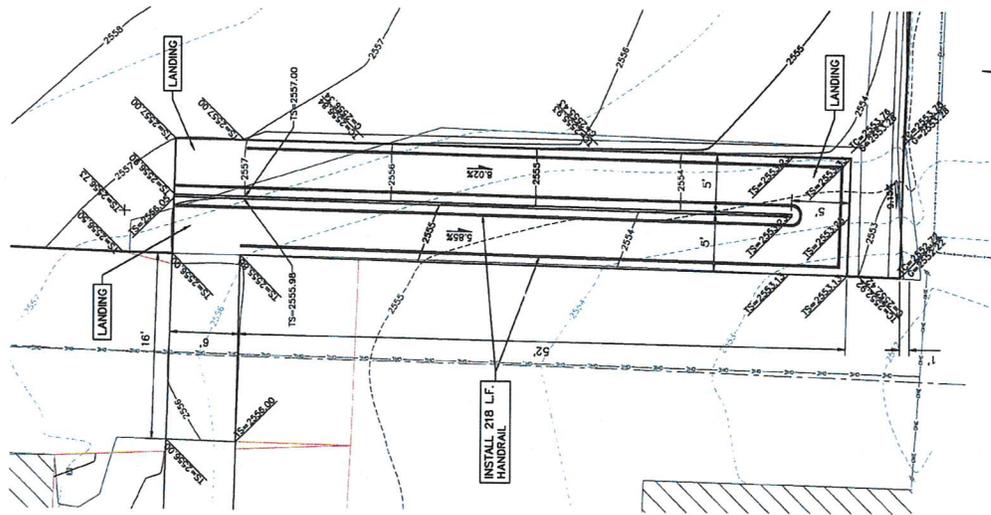
McCook, NEBRASKA

PRELIMINARY
FOR REVIEW

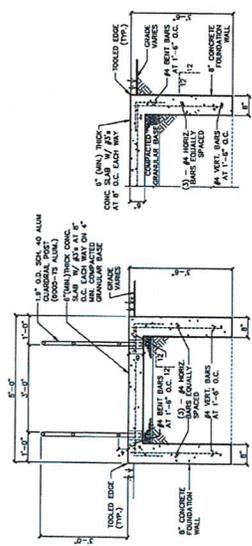
GENERAL NOTES:
 1. BARS ARE ONE INCH ON ORIGINAL DRAWING
 2. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES
 3. SCALE: AS SHOWN
 4. DATE: 08-01-15
 5. FIELD NO.: 100-0-018
 6. DRAWN BY: J.A.K. 2015
 7. CHECKED BY: M.A. 2015
 8. APPROVED BY: T.S.
 9. SHEET: 6

APPROXIMATE QUANTITIES

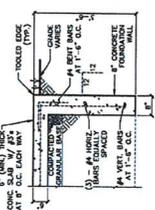
| | | |
|--------------------|---------------------------------|----------|
| CONSTRUCT: | P.C. CONCRETE SIDEWALK | 616 S.F. |
| FURNISH & INSTALL: | 6" THICK TYPE 478 MOD. HANDRAIL | 218 L.F. |



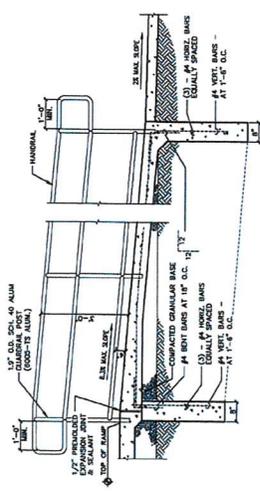
ACCESSIBLE RAMP PLAN



SECTION THROUGH RAMP
NOT TO SCALE



SECTION THROUGH LANDING
NOT TO SCALE



SECTION THROUGH RAMP
NOT TO SCALE

| REVISION | BY |
|----------|----|
| | |
| | |



DOWNTOWN IMPROVEMENTS 2015 PLAN & PROFILE - WALKWAY MCCOOK, NEBRASKA

PRELIMINARY FOR REVIEW

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, USE THE SCALE SHOWN IN THE TITLE BLOCK
SCALE: 1" = 20'
DATE: JULY 2015
PROJECT: 2015-01-018
FIELD BOOK: M&A ENG 102
DRAWN BY: M&A
CHECKED BY: M&A
SHEET: 8

APPROXIMATE QUANTITIES

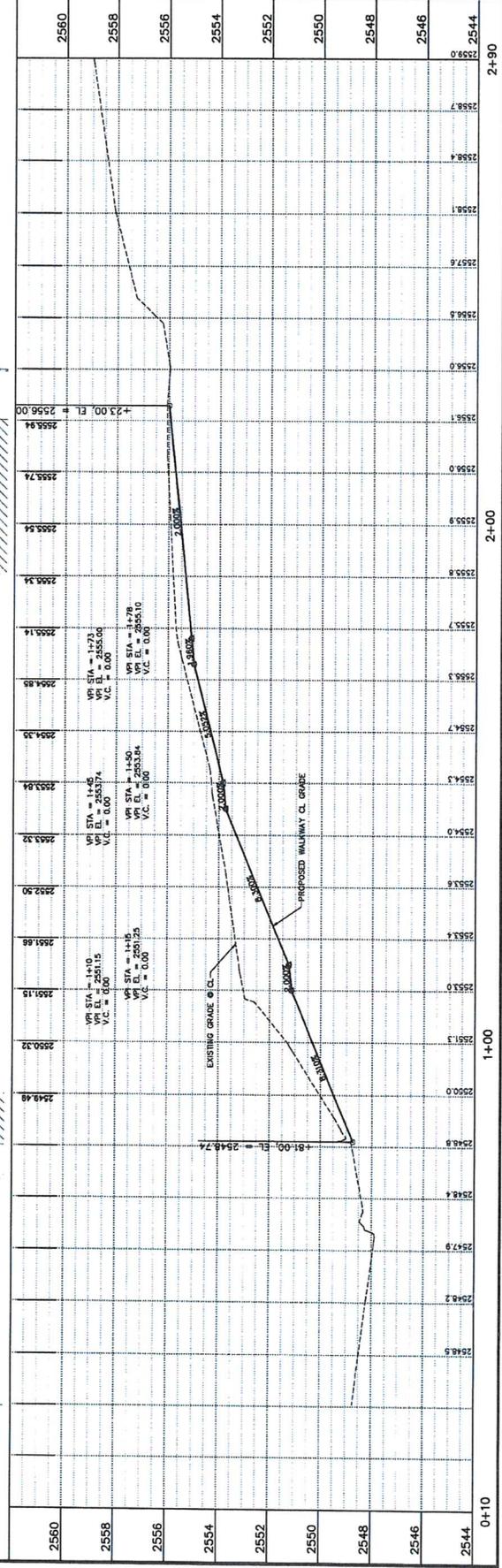
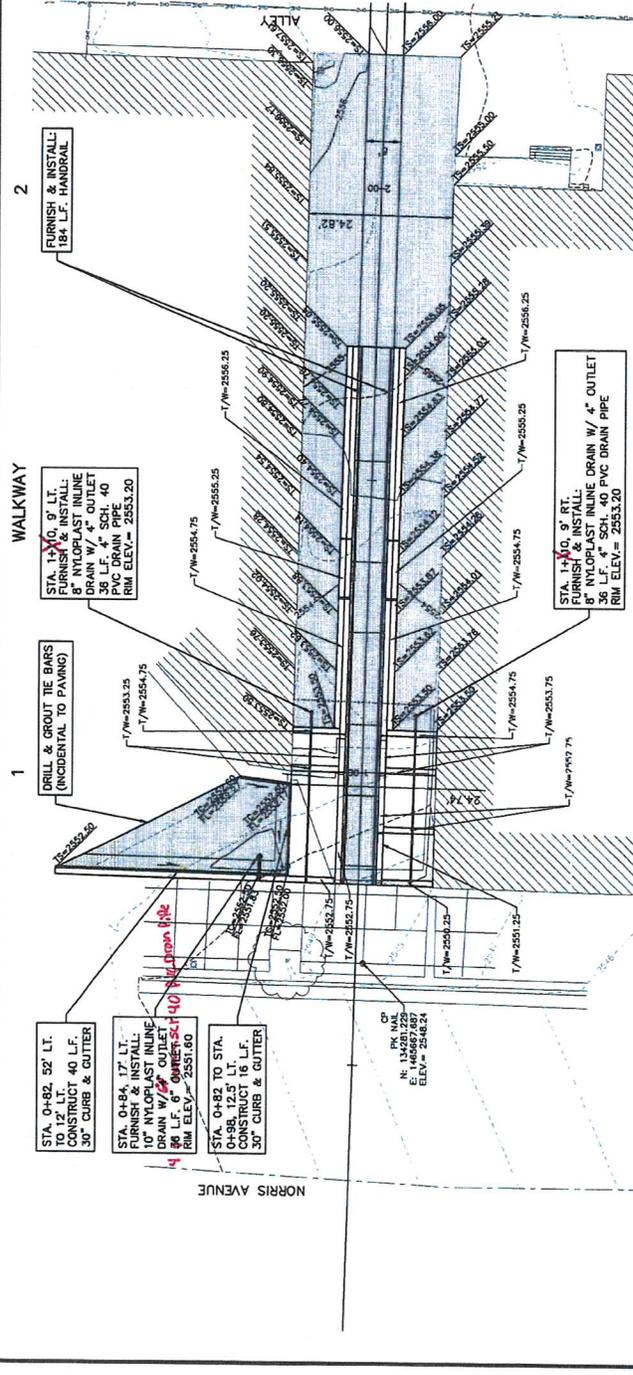
| | | |
|-------------------------------|---|------------|
| EARTHWORK: | EMBANKMENT | 109 C.Y. |
| OVERCUT/AVIATE & REPLACE: | UNSATURABLE BASE MATERIAL (IF REQUIRED) | 50 C.Y. |
| CONSTRUCT: | P.C. CONCRETE SIDEWALK | 2,993 L.F. |
| | 30" CURB & GUTTER | 56 L.F. |
| FURNISH & INSTALL: | HANDRAIL | 184 L.F. |
| | 8" NYLOPLAST INLINE DRAIN | 2 EA. |
| | 10" NYLOPLAST INLINE DRAIN | 1 EA. |

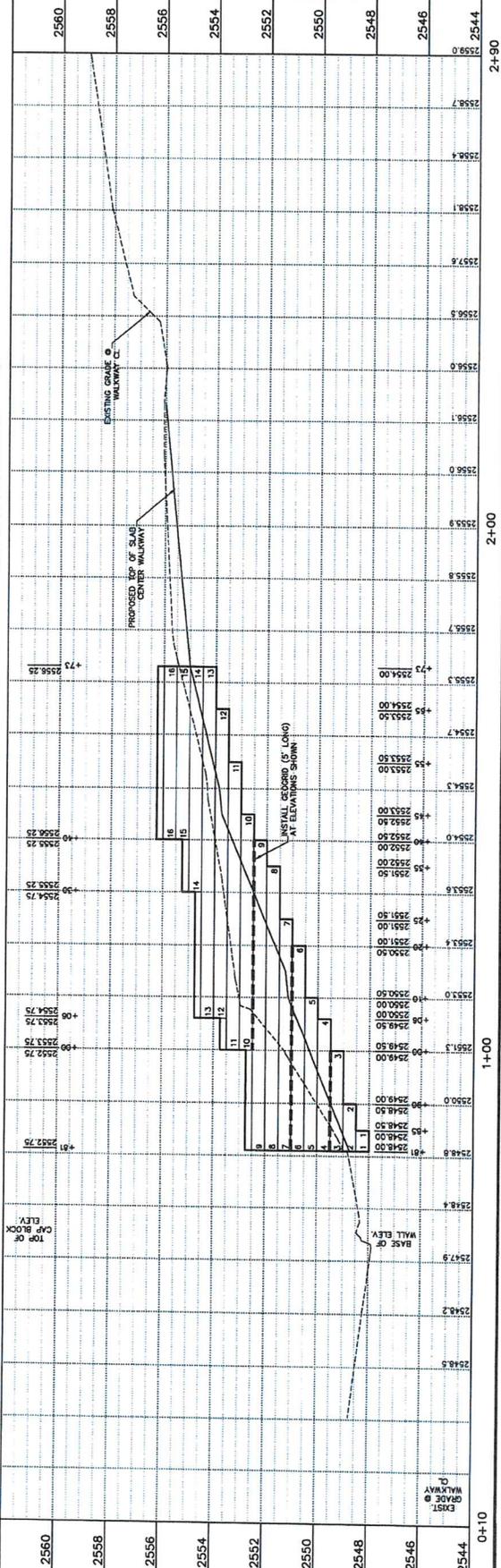
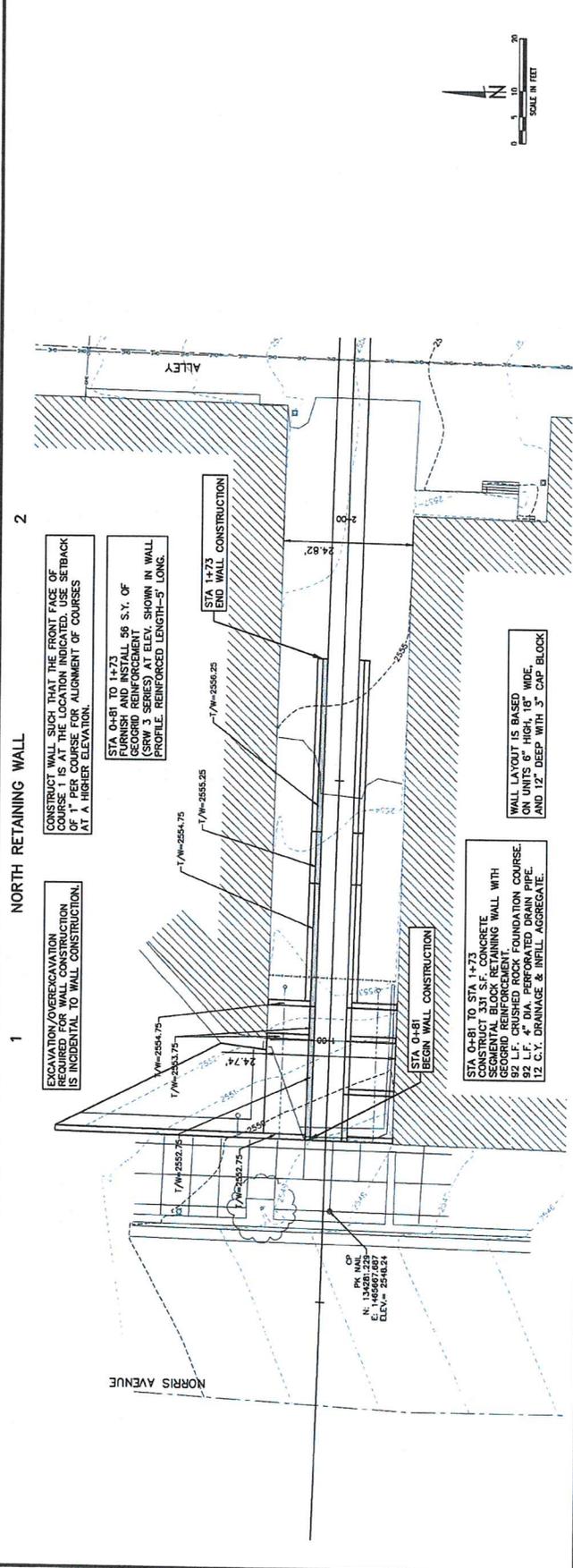
*PC Concrete Pavement
6" Thick TYP. 4" B. and 4" S.*

EARTHWORK

| | |
|-------------------|----------|
| GRAVEL | 133 C.Y. |
| STREET EMBANKMENT | 109 C.Y. |
| BORROW | 76 C.Y. |
| WASTE | 0 C.Y. |

THE ABOVE QUANTITIES COMPUTED WITHOUT ANY COMPACTION FACTOR. MATERIAL QUANTITIES ARE CALCULATED TO THE TOP OF FINISHED SURFACES.





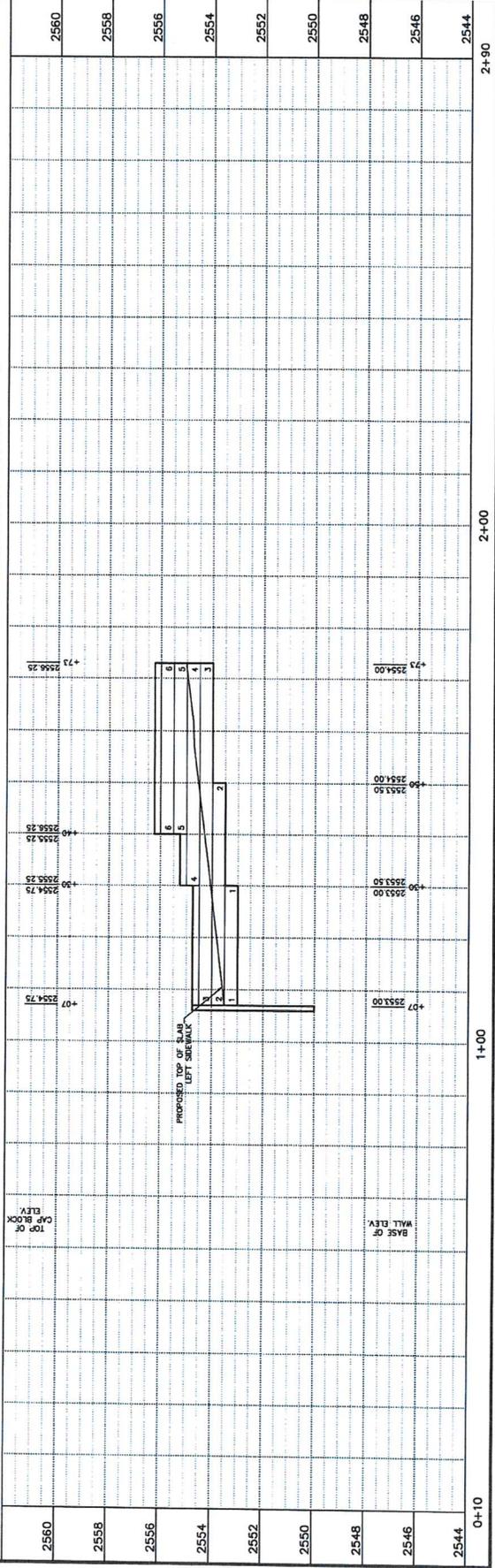
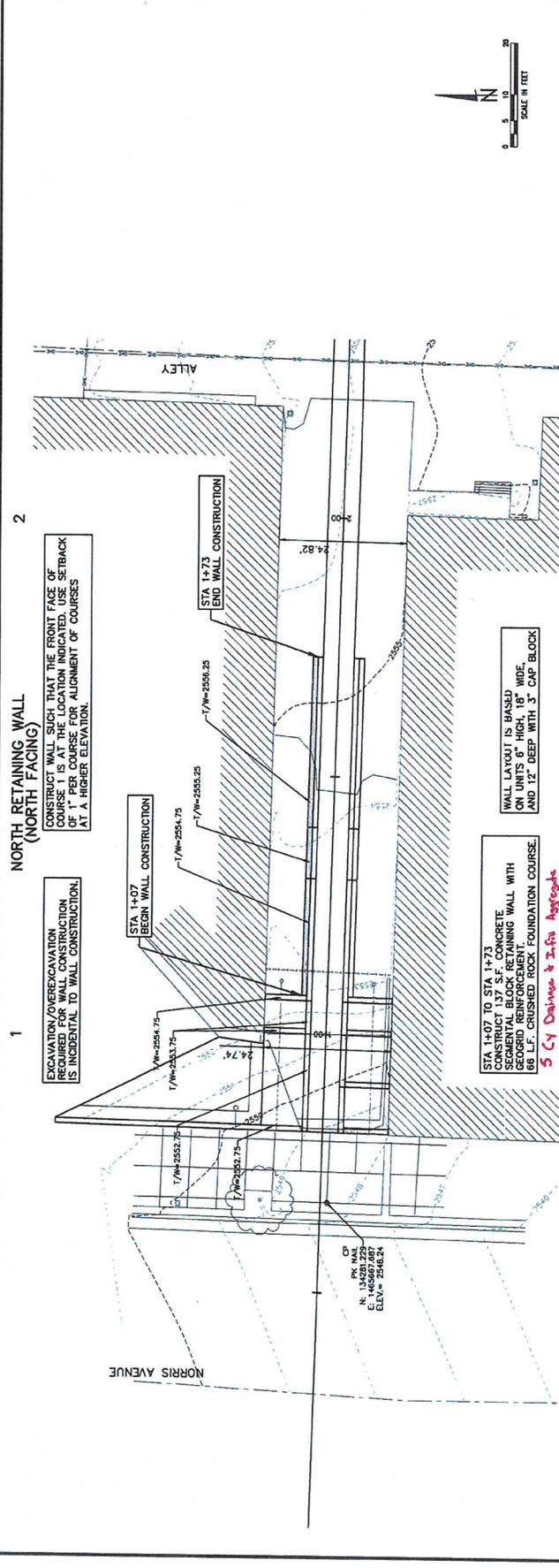
| | |
|-----------|--|
| BY | |
| DATE | |
| REVISIONS | |



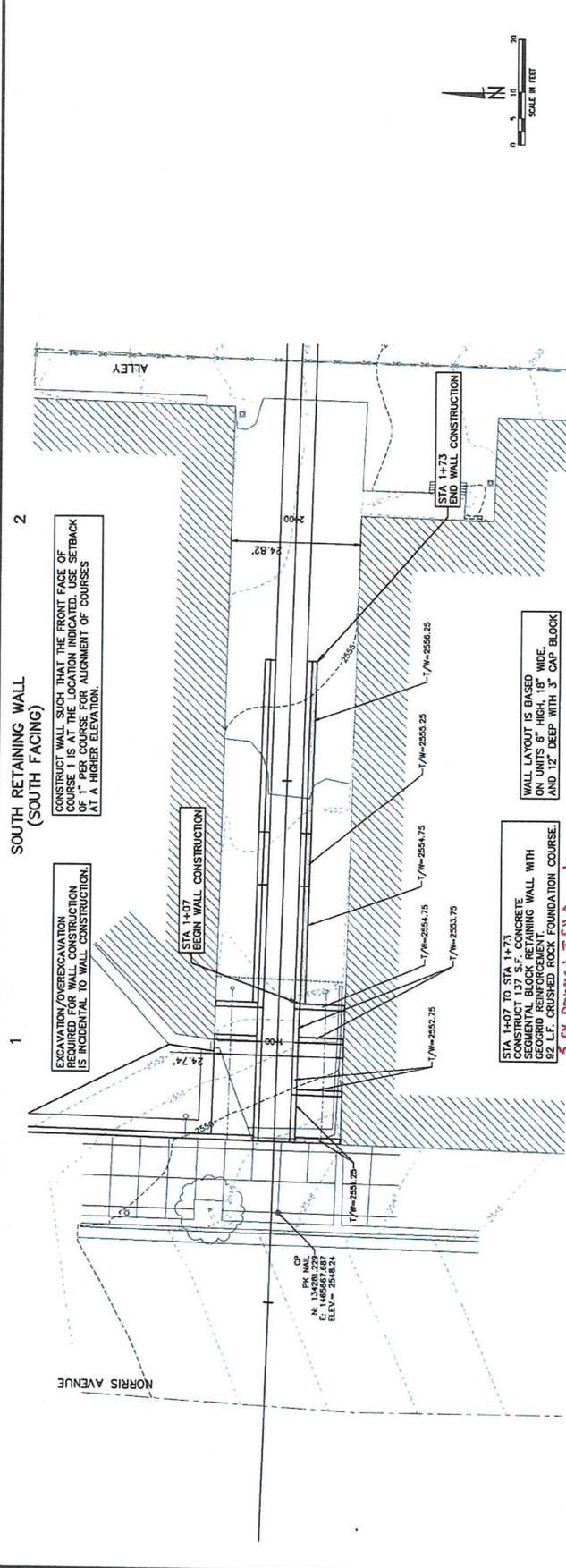
McCOOK, NEBRASKA
NORTH RETAINING WALL (NORTH FACING) - PLAN & PROFILE
 DOWNTOWN IMPROVEMENTS 2015

PRELIMINARY FOR REVIEW

DATE: 2015-01-08
 PROJECT: 15-01-117
 SCALE: 1" = 2' (PLAN)
 1" = 2' (PROFILE)
 DRAWN BY: MAA (DWG 102)
 CHECKED BY: MAA (DWG 102)
 APPROVED BY: MAA (DWG 102)



0+10 1+00 2+00 2+90



| STATION | TOP OF CAP BLOCK ELEV. | BASE OF WALL ELEV. |
|---------|------------------------|--------------------|
| 2560 | 2556.20 | 2547.75 |
| 2558 | 2555.25 | 2546.75 |
| 2556 | 2554.25 | 2545.75 |
| 2554 | 2553.00 | 2544.75 |
| 2552 | 2552.00 | 2543.75 |
| 2550 | 2551.00 | 2542.75 |
| 2548 | 2550.00 | 2541.75 |
| 2546 | 2549.00 | 2540.75 |
| 2544 | 2548.00 | 2539.75 |
| 0+10 | 2547.00 | 2538.75 |
| 1+00 | 2546.00 | 2537.75 |
| 2+00 | 2545.00 | 2536.75 |
| 2+90 | 2544.00 | 2535.75 |



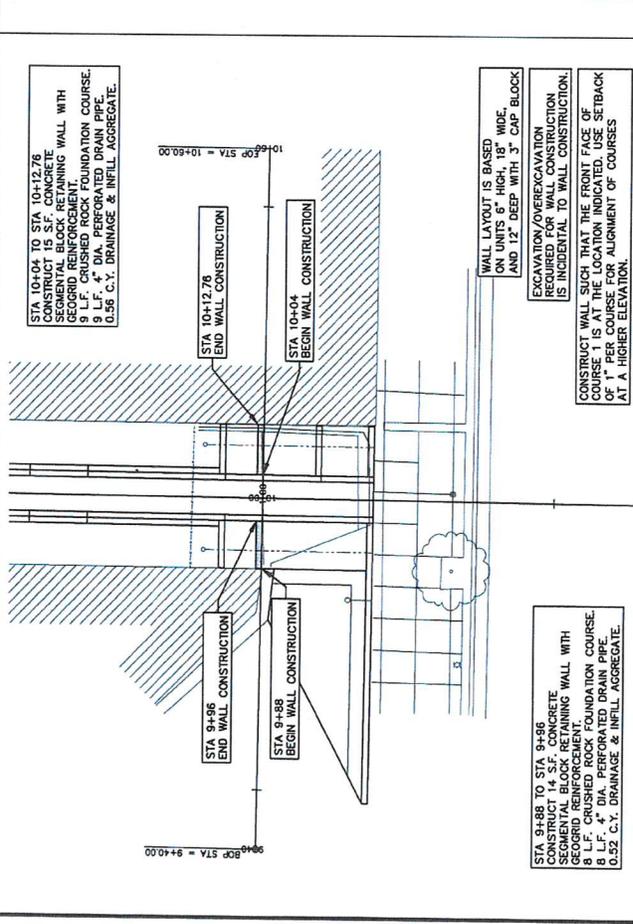
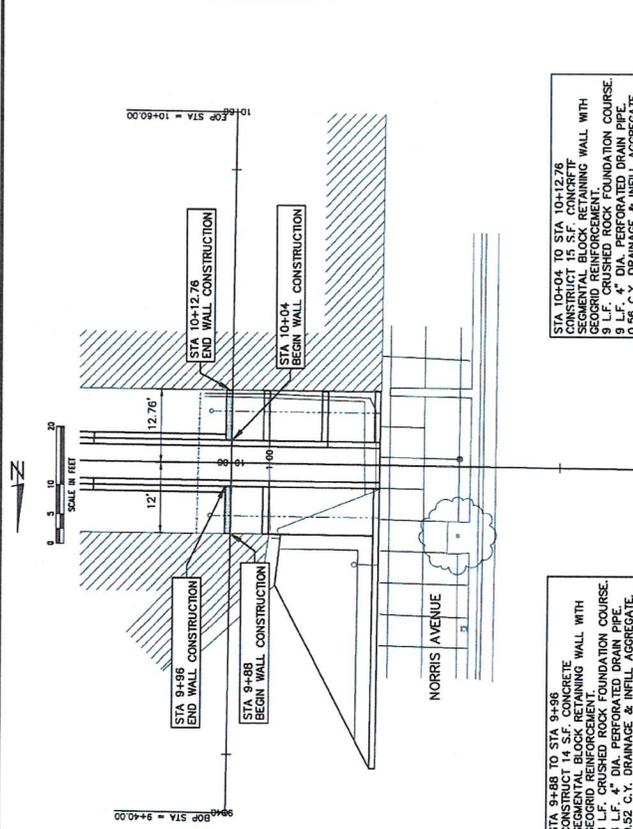
PLAN & PROFILE - CROSS WALLS

DOWNTOWN IMPROVEMENTS 2015

MCCOOK, NEBRASKA

PRELIMINARY FOR REVIEW

DATE: 08-01-08
PROJECT: 00-01-08
SHEET: 15 OF 27
SCALE: 1" = 20'
DRAWN BY: JAS
CHECKED BY: JAS
DATE: 08-01-08
FIELD BOOK: WAA 010 101
PLAN BY: JAS
SHEET: 15 OF 27



STA 10+04 TO STA 10+12.76
CONSTRUCT 15 S.F. CONCRETE
SEGMENTAL BLOCK RETAINING WALL WITH
GEGRID REINFORCEMENT.
8 L.F. CRUSHED ROCK FOUNDATION COURSE.
9 L.F. 4" DIA. PERFORATED DRAIN PIPE.
0.56 C.Y. DRAINAGE & INFILL AGGREGATE.

STA 9+88 TO STA 9+96
CONSTRUCT 14 S.F. CONCRETE
SEGMENTAL BLOCK RETAINING WALL WITH
GEGRID REINFORCEMENT.
8 L.F. CRUSHED ROCK FOUNDATION COURSE.
8 L.F. 4" DIA. PERFORATED DRAIN PIPE.
0.52 C.Y. DRAINAGE & INFILL AGGREGATE.

WALL LAYOUT IS BASED
ON UNITS 6" HIGH, 18" WIDE
AND 12" DEEP WITH 3" CAP BLOCK
EXCAVATION/OVEREXCAVATION
REQUIRED FOR WALL CONSTRUCTION
IS INCIDENTAL TO WALL CONSTRUCTION.
CONSTRUCT WALL SUCH THAT THE FRONT FACE OF
COURSE 1 IS AT THE LOCATION INDICATED. USE SETBACK
FOR ALIGNMENT OF COURSES
AT A HIGHER ELEVATION.

STA 9+88 TO STA 9+96
CONSTRUCT 14 S.F. CONCRETE
SEGMENTAL BLOCK RETAINING WALL WITH
GEGRID REINFORCEMENT.
8 L.F. CRUSHED ROCK FOUNDATION COURSE.
8 L.F. 4" DIA. PERFORATED DRAIN PIPE.
0.52 C.Y. DRAINAGE & INFILL AGGREGATE.

| STATION | EXIST. GRADE @ WALKWAY | BASE OF WALL ELEV. | PROPOSED TOP OF SLAB CENTER WALKWAY | EXISTING BLOC. | EXISTING BLOC. | EXISTING GRADE | TOP OF CAP BLOCK ELEV. |
|---------|------------------------|--------------------|-------------------------------------|----------------|----------------|----------------|------------------------|
| 2560 | 2552.2 | 2553.00 | 2554.75 | 2554.75 | 2554.75 | 2554.75 | 2554.75 |
| 2558 | 2552.4 | 2553.00 | 2554.75 | 2554.75 | 2554.75 | 2554.75 | 2554.75 |
| 2556 | 2552.4 | 2553.00 | 2554.75 | 2554.75 | 2554.75 | 2554.75 | 2554.75 |
| 2554 | 2552.3 | 2553.00 | 2554.75 | 2554.75 | 2554.75 | 2554.75 | 2554.75 |
| 2552 | 2552.3 | 2553.00 | 2554.75 | 2554.75 | 2554.75 | 2554.75 | 2554.75 |
| 2550 | 2552.3 | 2553.00 | 2554.75 | 2554.75 | 2554.75 | 2554.75 | 2554.75 |
| 2548 | 2552.3 | 2553.00 | 2554.75 | 2554.75 | 2554.75 | 2554.75 | 2554.75 |
| 2546 | 2552.3 | 2553.00 | 2554.75 | 2554.75 | 2554.75 | 2554.75 | 2554.75 |
| 2544 | 2552.3 | 2553.00 | 2554.75 | 2554.75 | 2554.75 | 2554.75 | 2554.75 |

10+00

10+00

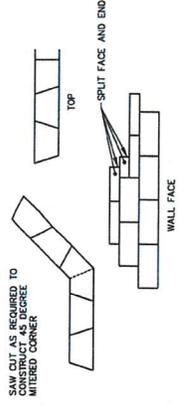
| | |
|-----------|----|
| REVISIONS | BY |
| | |
| | |
| | |



Miller & Associates
Consulting Engineers P.C.
Kansas: HE 0091 234-6465
Missouri: HE 0091 234-6465
Nebraska: HE 0091 234-6465

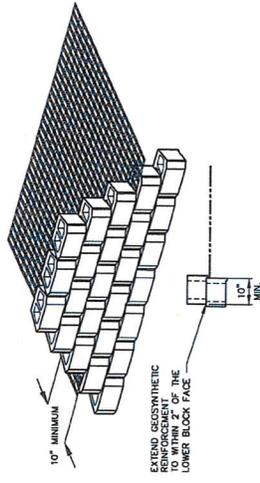
DOWNTOWN IMPROVEMENTS 2015 RETAINING WALL DETAILS MCCOOK, NEBRASKA

| | |
|-------------------------------|--------------------------|
| PRELIMINARY FOR REVIEW | DESIGNER: M&A |
| | DATE: JUNE 2015 |
| | PROJECT NO. 15-001 |
| | SCALE: AS NOTED |
| | APPROVED BY: [Signature] |

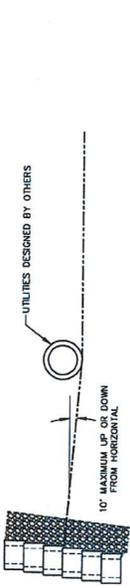


- CAP BLOCK NOTES**
1. ALWAYS START CAPPING WALL FROM THE LOWEST ELEVATION.
 2. LAYOUT CAPS PRIOR TO USING ADHESIVE.
 3. CUT CAPS TO FIT. VARIOUS COMBINATIONS OF LONG AND SHORT CAPS MUST BE USED. SHORTER CAPS WILL BE NECESSARY FOR RADIUS GREATER THAN 10'.
 4. ALWAYS CHECK FOR LONG GAPS. FILL GAPS WITH ADHESIVE TO ACHIEVE A STRAIGHT ROW OF CAPS.
 5. USE EXTERIOR-GRADE CONSTRUCTION ADHESIVE TO SECURE CAPS.

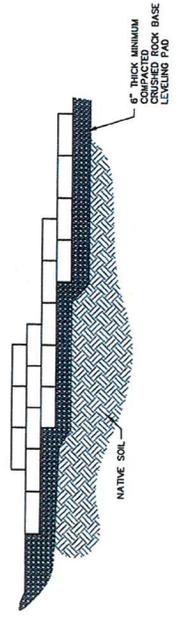
CAP BLOCK DETAIL
NO SCALE



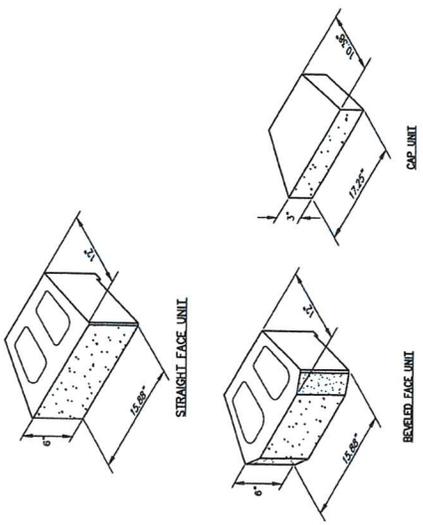
REINFORCED CONNECTION DETAIL
NO SCALE



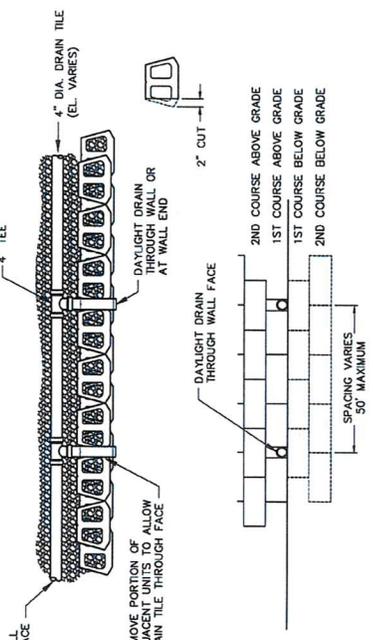
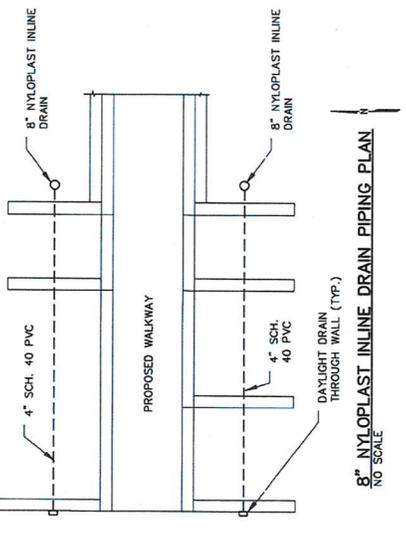
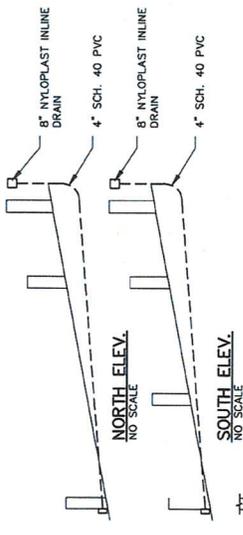
UTILITIES IN REINFORCED ZONE DETAIL
NO SCALE



TYPICAL STEP-UP DETAIL
NO SCALE



STANDARD BLOCKS -- TYPICAL
NO SCALE



Geogrid Reinforcement

- Geogrid reinforcement shall be SW 3 Series or approved equal.
- The reinforcement shall be placed horizontally and contractor shall take precautions to ensure that reinforcement is not wrinkled or damaged prior to placement of fill material.
- Adjacent reinforcement layers shall not overlap directly; they shall be placed immediately next to adjacent reinforcement layers without gaps in the reinforcement.
- The reinforcement shall be placed in accordance with the manufacturer's instructions.
- Adjacent layers of reinforcement on curved wall sections may be over lapped after placement of 3" layer of fill material over lower layer.

Reinforced Fill

- Fill shall be placed and compacted in lifts not to exceed 6 inches in loose thickness.
- The fill shall be placed and compacted to a minimum of 95 percent of the soil's Proctor density (ASTM D698-91) or 75 percent relative density per ASTM D1557 and ASTM 4254.
- Only lightweight, hand-operated equipment shall be allowed within 4 feet of the back of the retaining wall units and reinforcement shall not be damaged by the use of any compaction equipment.

Shop Drawings

- Shop drawings shall be submitted in accordance with the project specifications for all materials to be used in the construction of the segmental block retaining wall, including the block type and color, geogrid, geogrids and all aggregate to be used.
- If contractor proposes to utilize a component size, which differs from materials specified herein, complete wall design shall be conducted with these new materials and submitted to the engineer for review.

| Size | Size | Percent Retained On |
|---------|------|---------------------|
| 3/4" | Min. | 0 |
| No. 4 | Max. | 5 |
| No. 10 | | 65 |
| No. 200 | | 94 |
| | | 100 |

Foundation Soil

- Foundation soil shall be overexcavated to minimum depth of 1 ft. below the bottom of the retaining wall and shall be compacted to a minimum of 95 percent of the soil's standard proctor density and 75-3 percent of optimum moisture content.
- The soil shall be compacted towards the drain line to prevent water from ponding on moisture sensitive foundation soil.

Connected Drained Rock Base

- Connected drained rock base shall be provided high internal permeability.
- Material shall be placed on a stone on the side on the side of the retaining wall.
- Base shall extend at least 6 inch beyond the toe and heel of the retaining block and shall be a minimum 6 inch in depth.
- The rock shall be compacted and leveled to allow for a hard, level base for the retaining blocks. Compaction shall consist of a minimum of 2 passes of vibratory compaction equipment.

Segmental Retaining Block

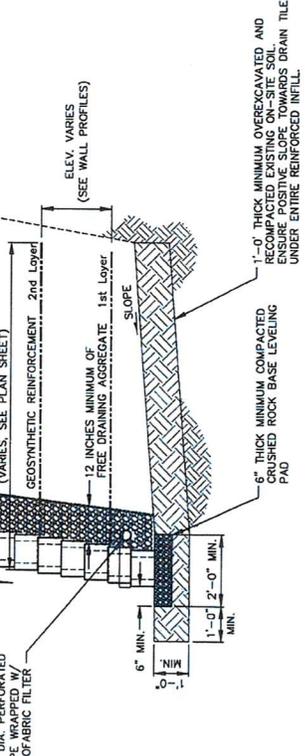
- Segmental retaining block shall be Anchor Wall Systems Demand Pro type or approved equal. (Owner shall select "Block" or "Straight" faced units).
- Blocks shall be of a colored type selected by the owner from manufacturer's color chips.
- Blocks shall be placed in accordance with manufacturer's instructions and procedures.

Drainage/Block Infill Aggregate

- An aggregate drainage layer of 12 inch minimum width shall be placed immediately behind the retaining wall and shall be placed inside of the voids in each block.
- Aggregate shall be a clean crushed stone or granular fill meeting the following gradation as determined in accordance with ASTM D 422.

| Size | Size | Percent Retained On |
|---------|------|---------------------|
| 1" | Min. | 0 |
| 3/4" | Max. | 5 |
| No. 10 | | 65 |
| No. 4 | | 88 |
| No. 200 | | 97 |
| | | 100 |

- A 4 inch diameter, perforated or slotted drain tile shall be installed in the aggregate drainage layer.
- The drain tile shall be centered horizontally within the drainage layer and shall be placed in accordance with manufacturer's instructions or a shop drawing.
- Drain tile shall flow to a free draining aggregate or a sump.
- A geogrid fabric filter shall be placed between the drainage layer and all surrounding non-similar soil material.
- This material shall be used to completely fill voids in block.



Notes:

- Remove portion of adjacent units to allow drain tile through face.
- Daylight drain through wall or at wall end.
- Daylight drain through wall face.
- 2" cut.
- Spacing varies 50" maximum.

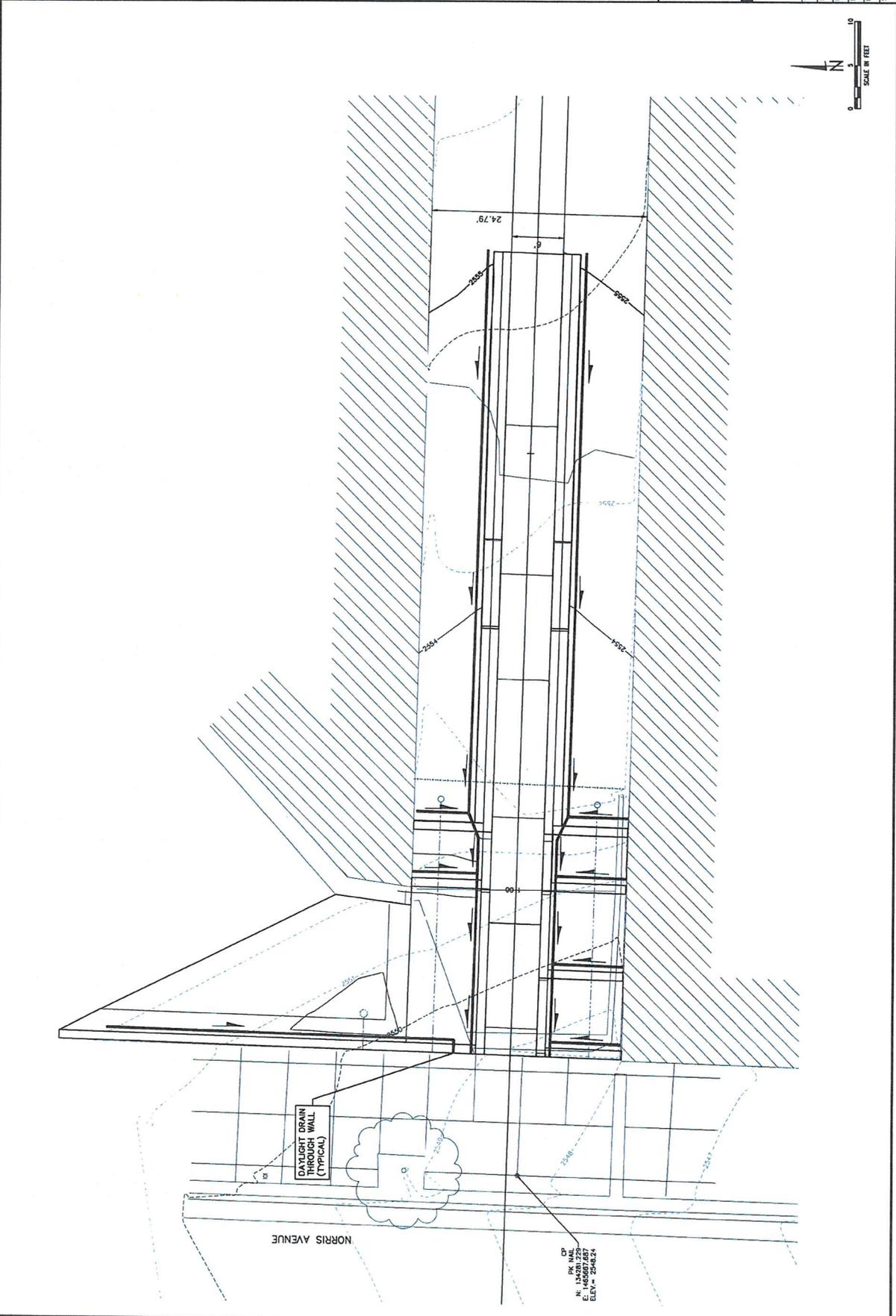
REVISIONS

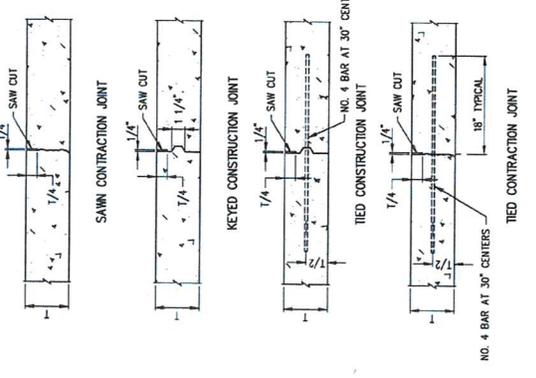
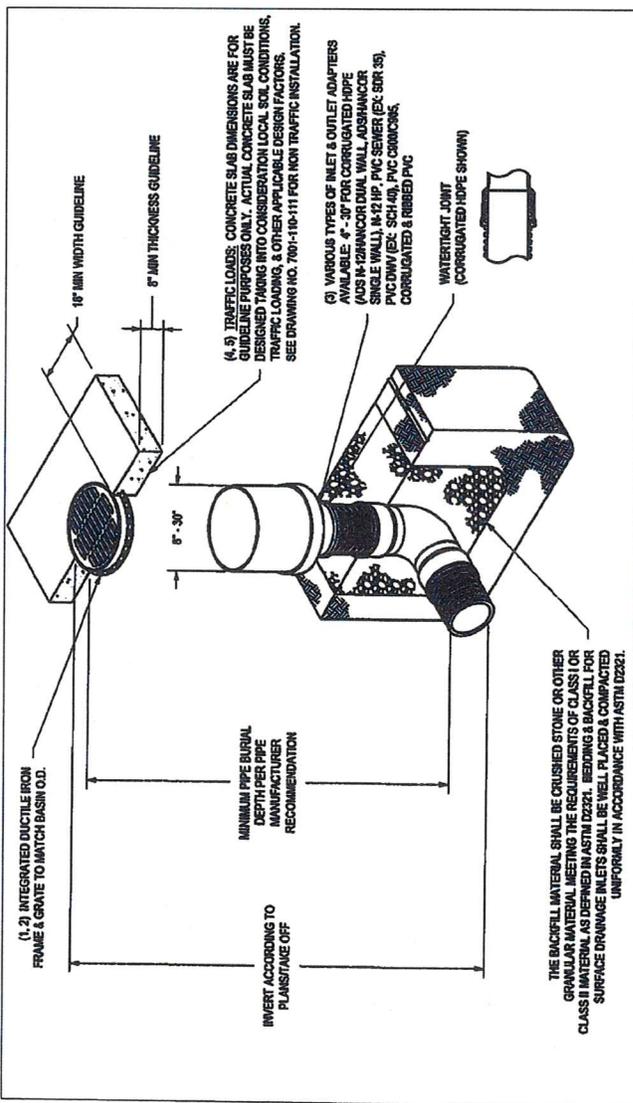
M&A
Miller & Associates
Consulting Engineers, P.C.
McCook, NE (308) 345-2790

WALKWAY DRAINAGE PIPE LAYOUT
DOWNTOWN IMPROVEMENTS 2015
MCCOOK, NEBRASKA

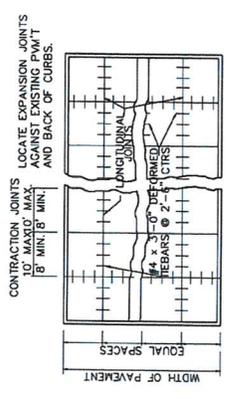
PRELIMINARY FOR REVIEW

GENERAL NOTES
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, DIMENSIONS SHALL ACCORDINGLY.
SCALE: 1" = 5'
PROJECT NO.: 200-01-008
DATE: JULY 2015
FIELD BOOK: MA DING NO.
DRAWN BY: JPS/JOE
T.S.
SHEET 17

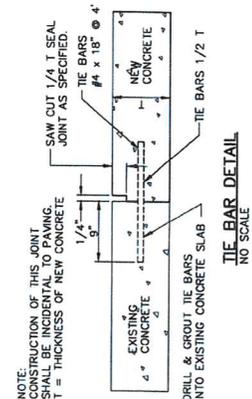




NOTE: SEAL JOINTS AS SPECIFIED.
CONCRETE JOINT DETAIL
NO SCALE



REINFORCING DETAIL
NO SCALE

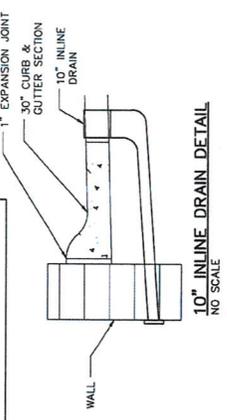


TIE BAR DETAIL
NO SCALE

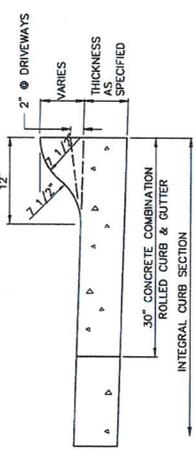
NYLOPLAST INLINE DRAIN WITH STANDARD GRATE
NO SCALE

- 1 - 6\"/>

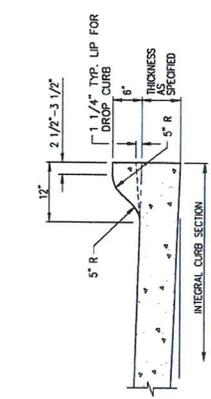
THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS II OR CLASS II MATERIAL AS DEFINED IN ASTM D2221. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE WELL PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2221.



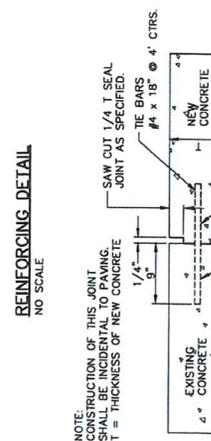
10\"/>



STANDARD 30\"/>



STANDARD 6\"/>



WALKWAY HANDRAIL DETAIL
NO SCALE

NOTE: EXTREME CARE SHALL BE USED IN FINISH WORK TO ELIMINATE 'LOW SPOTS' AND 'POCKETS' WHEN CONSTRUCTING FLAT GRADES

NOTE: EXTREME CARE SHALL BE USED IN FINISH WORK TO ELIMINATE 'LOW SPOTS' AND 'POCKETS' IN FLAT GRASSES

NOTE: CONSTRUCTION OF THIS JOINT SHALL BE INCIDENTAL TO PAVING. T = THICKNESS OF NEW CONCRETE

(4, 5) TRAFFIC LOADS: CONCRETE SLAB DIMENSIONS ARE FOR GUIDELINE PURPOSES ONLY. ACTUAL CONCRETE SLAB MUST BE DESIGNED TAKING INTO CONSIDERATION LOCAL SOIL CONDITIONS, TRAFFIC LOADS, & OTHER APPLICABLE DESIGN FACTORS. SEE DRAWING NO. 700-110-111 FOR NON TRAFFIC INSTALLATION.

(3) VARIOUS TYPES OF INLET & OUTLET ADAPTERS AVAILABLE: 6\"/>

WATERTIGHT JOINT (CORRUGATED HOPE SHOWN)

18\"/>

8\"/>

MINIMUM PIPE BURIAL DEPTH PER PIPE MANUFACTURER RECOMMENDATION

INVERT ACCORDING TO PLANS/TAKE OFF

THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS II OR CLASS II MATERIAL AS DEFINED IN ASTM D2221. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE WELL PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2221.

CONTRACTION JOINTS LOCATE EXPANSION JOINTS TO MAXIMUM AGAINST EXISTING PAV'T 1/8\"/>

NOTE: CONSTRUCTION OF THIS JOINT SHALL BE INCIDENTAL TO PAVING. T = THICKNESS OF NEW CONCRETE

NOTE: CONSTRUCTION OF THIS JOINT SHALL BE INCIDENTAL TO PAVING. T = THICKNESS OF NEW CONCRETE

**CITY MANAGER'S REPORT
OCTOBER 19, 2015 CITY COUNCIL MEETING**

ITEM NO 5A Public Hearing on the Redevelopment Plan for the Quillan Courts, L.L.C. Redevelopment Project Area 2015 as to its conformity with the general plan for the development of the City as a whole.

ITEM NO 5B Approve Resolution No. 2015-~~21~~ approving a Redevelopment Plan of the City of McCook, Nebraska; and related matters for the purpose of the development of Quillan Courts, L.L.C.

BACKGROUND:

This Agenda Item calls for a Public Hearing to receive comment from the public on the attached Quillan Courts Redevelopment Plan.

At the February 11, 2013 Planning Commission meeting, the Planning Commission reviewed a study, made to determine whether an area qualified as blighted and substandard pursuant to the Nebraska Community Development Law and also made recommendations to the City Council regarding approval of Redevelopment Area #3 within the City of McCook, NE. The City Council approved the Redevelopment Area #3 at the February 18, 2013 City Council meeting. The proposed Quillan Court redevelopment area is included in Redevelopment Area #3.

In conjunction with the blight designation, this Redevelopment Plan is being proposed for the development of an area bounded by West 8^{1/2} Street on the East; West 10th Street on the West; Q Street on the South and R Street on the North. The legal description is contained within the Plan.

The goal of the plan is to strengthen the Redevelopment Area by developing single family units and duplex housing units for low income households. Particularly, the Plan calls for four five-bedroom single family homes, four single story three-bedroom duplex units and eight four-bedroom single story duplex units. This is also a tax credit project. Both the private and public sectors are needed to bring this development together. In order to encourage private investment in the Redevelopment Area, this Plan has been prepared to set forth the Quillan Courts Redevelopment Project.

At the October 12, 2015 McCook Planning Commission meeting, it was recommended that the City Council approve the plan.

FISCAL IMPACT:

Increased housing stock, economic development opportunities and long term valuation increase.

RECOMMENDATIONS:

ITEM NO. 5A Public Hearing on the Redevelopment Plan for the Quillan Courts, L.L.C. Redevelopment Project Area 2015 as to its conformity with the general plan for the development of the City as a whole.

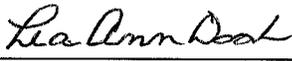
ITEM NO. 5B Approve Resolution No. 2015-~~21~~ approving a Redevelopment Plan of the City of McCook, Nebraska; and related matters for the purpose of the development of Quillan Courts, L.L.C.

APPROVALS:



October 14, 2015

Nathan A. Schneider, City Manager



October 14, 2015

Lea Ann Doak, City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of McCook will hold a public hearing on a redevelopment plan for the real estate described in this notice, pursuant to the Nebraska Community Development Law.

The hearing will be held in the Council Chambers at the Municipal Center in McCook, Nebraska, 505 West "C" Street on the 19th day of October, 2015, at the hour of 6:30 p.m.

The property affected by this notice is described as follows:

Lot Two (2) in Block One (1) of Clary Subdivision and Lot 2B a Replat of Part of Lot One (1), Block One (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.

A copy of the proposed plan is on file in the office of the City Clerk.

All interested parties shall be afforded at such public hearing a reasonable opportunity to express their views respecting the proposed redevelopment plan.

-s- Lea Ann Doak, City Clerk

Publish: October 2 and 9, 2015.

NOTICES MAILED TO:

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

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

Chairman of the Board
Middle Republican NRD
222 Center Ave
PO Box 47
Curtis, NE 690025-0047

Vesta Dack, Chairperson
Red Willow County Commissioners
502 Norris Avenue
McCook, NE 69001

Tom Bredvick, President
McCook School District
600 West 7th
McCook, NE 69001

October 7, 2015

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

Enclosed, please find a copy of a published notice of public hearing under the Nebraska Community Development Law. The hearing will be held on the 19th day of October, 2015, at the hour of 6:30 p.m., in the Council Chambers at the McCook Municipal Center.

The purpose of the hearing is to receive comments on a proposed redevelopment plan for purposes of the Community Development Law. A map of the area affected is enclosed with this letter.

This notice is provided to your organization pursuant to law.

Respectfully,

Lea Ann Doak
City Clerk-Treasurer

Enclosures

October 7, 2015

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

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City Clerk-Treasurer

Enclosures

October 7, 2015

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Middle Republican NRD
222 Center Ave
PO Box 47
Curtis, NE 690025-0047

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Lea Ann Doak
City Clerk-Treasurer

Enclosures

October 7, 2015

Vesta Dack, Chairperson
Red Willow County Commissioners
502 Norris Avenue
McCook, NE 69001

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Respectfully,

Lea Ann Doak
City Clerk-Treasurer

Enclosures

October 7, 2015

Tom Bredvick, President
McCook School District
600 West 7th
McCook, NE 69001

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Respectfully,

Lea Ann Doak
City Clerk-Treasurer

Enclosures

MCCOOK PLANNING COMMISSION
REGULAR MEETING

MINUTES

Monday - October 12, 2015
5:15 P.M. - City Council Chambers

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

Absent: Commissioners Hilker, Siegfried.

Chair Vosburg 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 APRIL 13, 2015 REGULAR MEETING.

Upon a motion by Commissioner Shipshock, seconded by Commissioner Vosburg, the Commission voted to approve the minutes of the April 13, 2015 meeting. The motion passed upon the following roll call vote: YEA: Vosburg, Dueland, Garey-Vickers, Harpst, Lyons, Shipshock, Stevens, Wolford. NAY: None. ABSENT: Hilker, Siegfried.

(2) PUBLIC HEARINGS:

ITEM A PUBLIC HEARING - REDEVELOPMENT PLAN FOR THE QUILLAN COURTS, L.L.C. REDEVELOPMENT PROJECT AREA 2015.

The Commission received into evidence Exhibit #1 - City Manager's Report prepared for the October 12, 2015 Planning Commission meeting; Exhibit #2 - proposed Resolution No. PC2015-06; proposed Quillan Courts, LLC Redevelopment Plan (17 pages).

City Manager Schneider conducted a review of the proposed Redevelopment Plan for the Quillan Courts, L.L.C. Redevelopment Project Area 2015 as to its conformity with the general plan for the development of the City as a whole. The plan is for the development of four (4) five-bedroom single family homes with basements, two (2) 1-story three-bedroom duplexes (Fully accessible per ADA and UFAS - to target 4 special needs households), four (4) four-bedroom single story duplexes with basements. Included in the units will be an attached double car garage (single family homes & duplexes with basements) and attached single car garage for the 1-story ADA duplexes. Storm shelters are included in the 1-story ADA duplexes without basements.

Rex Nelson, McCook Economic Development Corporation Director, noted a change required in Section III, paragraph 4, basements should be inserted after storm shelters.

No one else was present to comment.

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

ITEM B Approve Resolution No. PC2015-06 recommending approval of the Quillan Courts, L.L.C. Redevelopment Plan.

Commissioner Garey-Vickers questioned who owns the property, who will maintain it in the future.

Upon a motion by Commissioner Vosburg, seconded by Commissioner Garey-Vickers, the Commission voted to approve Resolution No. PC2015-06 recommending approval of the Quillan Courts, L.L.C. Redevelopment Plan. The motion passed upon the following roll call vote: YEA: Vosburg, Dueland, Garey-Vickers, Hilker, Lyons, Shipshock, Stevens, Wolford. NAY: None. ABSENT: Hilker, Siegfried.

(3) ADJOURNMENT.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:40 P.M.

Lea Ann Doak
Recording Secretary

MCCOOK PLANNING COMMISSION

RESOLUTION NO. PC2015-06

A RESOLUTION OF THE MCCOOK PLANNING COMMISSION MAKING RECOMMENDATIONS WITH RESPECT TO A REDEVELOPMENT PLAN OF THE CITY OF MCCOOK, NEBRASKA PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT ACT FOR THE PURPOSE OF THE DEVELOPMENT OF THE QUILLAN COURTS, L.L.C REDEVELOPMENT PROJECT AREA 2015.

WHEREAS, the Mayor and City Council of the City of McCook, Nebraska (the "City") by its Ordinance, created the Community Development Agency of the City of McCook, Nebraska (the "Agency") pursuant to Sections 18-2101 through 18-2153, Reissue Revised Statutes of Nebraska, as amended (the "Act");

WHEREAS, the City has adopted and has in place a Comprehensive Plan, which includes a general plan for development of the City, within the meaning of Section 18-2110 of the Act;

WHEREAS, the Agency submitted a proposed Redevelopment Plan (a copy of which is identified as "Redevelopment Plan" attached hereto as Attachment A) to this Planning Commission of the City of McCook for recommendations with respect to the proposed Redevelopment Plan;

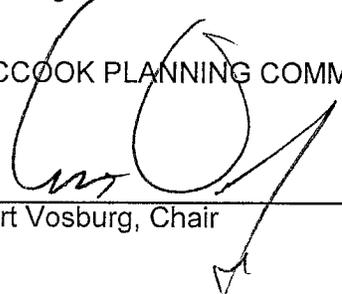
NOW, THEREFORE, BE IT RESOLVED BY THE MCCOOK PLANNING COMMISSION AS FOLLOWS:

RESOLVED, that the Planning Commission hereby makes the following findings with respect to the Redevelopment Plan:

1. The Planning Commission has reviewed the Redevelopment Plan as to its conformity with the general plan for the development of the City as a whole; and
2. The Planning Commission confirms that the area described in the Redevelopment Plan and the Redevelopment Plan is blighted and substandard as defined in the Nebraska Community Development Law.
3. The Planning Commission finds that the Redevelopment Plan, if implemented will help eliminate blight and substandard conditions in the area affected by the Plan.
4. The Planning Commission recommends the adoption and approval of the Redevelopment Plan, attached hereto as Attachment A, with such amendments, additions and deletions as are deemed necessary by the Agency.

PASSED AND APPROVED by the McCook Planning Commission this 12th day of October, 2015.

MCCOOK PLANNING COMMISSION


Kurt Vosburg, Chair

ATTEST:


Lea Ann Doak, Secretary

**CITY OF MCCOOK
QUILLAN COURTS REDEVELOPMENT PLAN**

I. INTRODUCTION.

The City of McCook, Nebraska, recognizes that blight is a threat to the continued stability and vitality of the City for residential opportunities. New residential development has slowed and existing housing stock is challenged by age and obsolescence. Therefore, the City has initiated a program of revitalization whose goal is to provide additional residential development over a broad price range. To reach this goal it will be necessary that the area bounded by West 8½ Street on the East; West 10th Street on the West; "Q" Street on the South and Northern boundary of "R" Street on the North (the "Community Redevelopment Area") be strengthened by developing housing units for low income. This plan seeks to enhance the Community Redevelopment Area by assisting in the planning, site acquisition, preparation and infrastructure extension allowing for the development of four (4) five-bedroom single family homes with basements, two (2) 1-story three-bedroom duplexes (Fully accessible per ADA and UFAS - to target 4 special needs households), four (4) four-bedroom single story duplexes with basements. Included in the units will be an attached double car garage (single family homes & duplexes with basements) and attached single car garage for the 1-story ADA duplexes. Storm shelters are included in the 1-story ADA duplexes without basements. Additionally the project shall be maintained as a qualifying tax credit project under §42 of the Internal Revenue Code, and the regulations issued pursuant thereto. The level of investment to finance the needed site acquisition, site preparation and infrastructure will require the combined efforts of the public and private sectors. Municipal leadership is essential as the catalyst for major private investment.

This Redevelopment Plan Area is legally described and shown on Exhibit "A", attached hereto and incorporated herein by this reference. Additionally, the adjoining public right-of-way is included in the Area. The Community Redevelopment Area was declared blighted and substandard by the McCook City Council on February 18, 2013. The Community Redevelopment Area has been determined, through the blight and substandard resolution, to be in need of revitalization and strengthening to ensure that it will contribute to the economic and social well-being of the City. All available evidence suggests that the area has not had the private investment necessary to contribute to the well-being of the community, nor would the area be reasonably anticipated to be developed without public action.

To encourage private investment in the Community Redevelopment Area, this Redevelopment Plan has been prepared to set forth the Quillan Courts Redevelopment Project ("Redevelopment Project"), which is considered to be of the highest priority in accomplishing the goal of revitalizing and strengthening the Community Redevelopment Area.

II. EXISTING SITUATION.

This section of the Redevelopment Plan examines the existing conditions within the designated Community Redevelopment Area. This section is divided into the following subsections: existing land use, existing zoning, existing public improvements, and existing building condition/blighting influences.

A. Existing Land Use. The Community Redevelopment Area is a former mobile home park and is now vacant. This use is shown on Exhibit "B". [google map showing site boundary]

B. Existing Zoning. The Community Redevelopment Area is zoned RM, medium density residential. The intent of the RM District is to provide for duplex and other residential development.

C. Existing Public Improvements.

1. Street System. The Community Redevelopment Area is bounded by public streets, including West 8½ Street, West 10th Street, West "Q", and West "R" Streets. No change is contemplated for the streets.

2. Utilities. Public utilities exist in the Community Redevelopment Area. Internal utility line development and extensions required by the Redevelopment Project are shown on Exhibit "C", which is attached hereto and incorporated herein by this reference

D. Existing Building Conditions/Blighting Influences. Hanna Keelan Associates conducted a study for Redevelopment Area #3 (the "Blight Study"). The "study area" for the Blight Study, which includes the Community Redevelopment Area, as well as additional property. The evaluation and subsequent findings of the Blight Study were based upon the criteria outlined in the Nebraska Community Development Law (Neb. Rev. Stat. § 18-2101 et seq.). The Blight Study determined that the study area exhibited a number of deficiencies applicable to the consideration of a "substandard and blight" designation including the existence of conditions which endanger life or property by fire or other causes, improper subdivision and dilapidation/deterioration. In addition, the Blight Study identified the existence of one condition within the study area that is a determinant of blight - the area substantially impairs or arrests the sound growth of the community and the average age of structures in the area is greater than 40 years. The City Council declared the Community Redevelopment Area blighted and substandard and eligible for a Redevelopment Project on February 18, 2013, by resolution of the McCook City Council, after a public hearing with notice pursuant to the Community Development Law. The Blight Study is incorporated herein by this reference. A copy of the Blight Study is available at the City of McCook Clerk's Office.?

III. FUTURE SITUATION.

This section of the Redevelopment Plan examines the future conditions within the Community Redevelopment Area. This section is divided into the following subsections:

- A. Proposed Land Use Plan
- B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations
- C. Relationship to Local Objectives
- D. Building Requirements and Standards after Redevelopment
- E. Proposed Changes and Actions
- F. Cost-Benefit Analysis
- G. Proposed Cost and Financing
- H. Procedure for Changes in the Approved Redevelopment Plan

A. Proposed Land Use Plan. Changes are contemplated in the current Land Use Plan for the area. The use of this site will go from vacant mobile home park to an residential rental development with income restrictions. This plan does not contemplate demolition of structures and utilities. The Redevelopment Project will primarily provide for site preparation and utility extension for the development of the Project. The proposed site plan for the area after completion of a Redevelopment Project is shown on attached Exhibit "D" which is attached hereto and incorporated herein by this reference. The land use plan shows a proposed Redevelopment Project including approximately 27,448 square feet (ground floor) of new construction. The specific site plan, land uses, open space, and buildings are shown on Exhibit "D".

Quillan Courts is a proposed new construction low income rental project consisting of 16 rental units. McCook Economic Development Corporation (MEDC) will be the Managing Member of Quillan Courts, LLC, ownership (the "Redeveloper") entity for the project.

Included in the units will be an attached garage, storm shelters/basements, washer, dryer, range, refrigerator, dishwasher, garbage disposal, microwave, and garage door openers. Lawn care, snow removal and trash pick-up will be provided by owner. The exterior buildings will include brick wainscot and shutters on the street side.

The development will include green design standards, which are in accordance with the LIHTC application requirements. All of the units are handicapped adaptable and meet visitability standards. One unit will meet all UFAS requirements for accessibility.

The City intends to negotiate a specific redevelopment agreement with the proposed redeveloper outlining the proposed Redevelopment Project, and what, if any, contributions are necessary from the City of McCook. In such case the written redevelopment agreement would include a site plan, Redevelopment Project description, specific funding arrangements, and specific covenants and responsibilities of the City and the redeveloper to implement the Redevelopment Project.

B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations. In accordance with Nebraska State Law, the Redevelopment Plan described in this document has been designed to conform to the McCook Comprehensive Plan ("Comp Plan"). The City Council finds that this redevelopment plan is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Community Development Law.

C. Relationship to Local Objectives. The proposed Community Redevelopment Area lies within the following boundary:

Lot Two (2) in Block One (1) of Clary Subdivision and Lot 2B a Replat of Part of Lot One (1), Block One (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.

McCook has a significant housing shortage that is not being addressed by the market. In fact, the type of housing contemplated by this plan is not financially feasible to bring to the market. Rents will significantly below market rate, in order to provide decent housing for low to moderate income individuals, based on income. The rents will be so low that, even though the project will cost in excess of \$3,566,000, it is anticipated that it will be assessed at less than \$560,000. The costs of site acquisition, development, utilities and construction are dependent on tax increment financing and the award of federal Low Income Housing Tax Credits.

The Redevelopment Plan has been developed on the basis of the goals, policies and actions adopted by the City for the community as a whole and for the Community Redevelopment Area. General goals, policies and actions relating to the community as a whole and for this area are contained in the Comp Plan.

D. Building Requirements and Redevelopment Standards. The redevelopment of the Community Redevelopment Area should generally achieve the following requirements and standards:

1. Population Density. There are no dwelling units currently located within the Community Redevelopment Area. Sixteen residential units will be built. The population will increase as a result of this redevelopment project.

2. Land Coverage and Building Density. There no existing buildings located within the Community Redevelopment Area. After redevelopment project completion , building coverage will be approximately 27,448 square feet of building coverage.

3. General Environment. Provide for the creation of safe affordable housing for low income families.

Provide an environment that minimizes automobile-pedestrian conflicts.

Assure that lighting, signs, pedestrian ways, and communication devices are oriented to the human scale.

4. Pedestrian ways and Open Spaces. Provide a pedestrian circulation system to facilitate the movement of pedestrians to and within the major development activities within the area.

5. Building Heights and Massing. Building heights and massing for the proposed project will comply with the RM zone.

6. Circulation, Access and Parking. Provide for vehicular circulation through and access to the Community Redevelopment Area in a manner consistent with the needs of the development and the community.

7. Off-Street Parking. Provide for off-street parking for each residence. Provide for emergency vehicle access in a manner compatible with established design and environmental objectives.

E. Proposed Changes and Actions. The Community Redevelopment Area is anticipated to function as a stable residential area for the community. See Exhibit "D" for an example of a conceptual land use and site plan for the Community Redevelopment Area. This section describes the proposed changes needed, if any, to the zoning ordinances or maps, street layouts, street levels or grades, and building codes and ordinances, and actions to be taken to implement this Redevelopment Plan.

1. Zoning, Building Codes and Ordinances. The Community Redevelopment Area is zoned (RM) Medium Density Residential. No additional changes to the City's Zoning Ordinances, Building Codes, or other local ordinances are contemplated to implement this Redevelopment Plan.

2. Traffic Flow, Street Layout and Street Grades. No improvements or changes to the streets are anticipated.

3. Public Redevelopments, Improvements, Facilities, Utilities and Rehabilitations. In order to support the new land uses in the Community Redevelopment Area, the following proposed public redevelopments, improvements, facilities, utilities and rehabilitations may be needed:

(i) Utility extensions.

4. Site Preparation and Demolition. Site preparation will consist of removal of old utility lines for the mobile homes, concrete mobile home pads and slight modification of public right of way space.

5. Private Redevelopment, Improvements, Facilities and Rehabilitation. The private improvements anticipated within the Community Redevelopment Area include site acquisition, site preparation, any required utility extensions and construction of the 16 residential units.

6. Acquisition and Relocation. In the event there is any need to buy certain right of way and/or easements in order to facilitate public improvements within the Community Redevelopment Area, said City acquisition must be reviewed and will only be authorized as part of an approved Redevelopment Agreement with the redeveloper. Although none is anticipated, if the right of way and/or easement acquisition for public improvements involves relocation, the City shall relocate or provide assistance pursuant to the procedures described in the Relocation Assistance Act and pursuant to section 18-2154 of the Community Development Law.

7. Open Spaces, Pedestrian ways, Landscaping, Lighting, Parking. The proposed site plan and private sector improvements will comply with the City's minimum open space, pedestrian way, landscaping, lighting, and parking standards as defined in the Zoning and Subdivision Ordinances, Building Codes, or other local ordinances. In addition, the City may elect to require additional standards in these areas as described in a written redevelopment agreement in order to help remove blight and substandard conditions

F. Cost-Benefit Analysis. A City of McCook Redevelopment Project TIF Statutory Cost Benefit Analysis is incorporated herein by this reference ("Cost-Benefit Analysis") and is shown on Exhibit "E". The Cost-Benefit Analysis complies with the requirements of the Community Development Law in analyzing the costs and benefits of the Redevelopment Project, including costs and benefits to the economy of the community and the demand for public and private services.

G. Proposed Costs and Financing; Statements. The City determines that the private sector is unable to carry out the related public improvements associated with the development without assistance from the City of McCook. The City will work with the redeveloper of the Community Redevelopment Area to identify proposed funding, timeframe, ability to carry out the proposed Redevelopment Project, and what, if any, contributions are necessary to be made by the City of McCook.

Upon careful review of the redeveloper responses, the City will be in a position to begin good faith negotiating on a specific written redevelopment agreement or negotiate with the redeveloper owner of the Community Redevelopment Area on a specific written redevelopment agreement. The written redevelopment agreement would include a site plan, project description, specific funding arrangements, and specific covenants and responsibilities of the City and the redeveloper to implement the Redevelopment Project.

Estimated Redevelopment Project costs, including acquisition, preparation, and relocation costs are broken down as follows:

POTENTIAL PUBLIC AND ELIGIBLE PRIVATE IMPROVEMENTS*

The investment levels of public and private funds are shown on Exhibit "E".

The figures estimates. Final figures are subject to a specific site plan, design specifications, City approval and public procurement procedures and regulations.

The Proposed Public Improvements and Eligible Private Improvements exceed the amount of funds available from the tax-increment financing indebtedness that the City Council may elect to issue. The redeveloper is able to secure and fund additional monies and such funds will be identified in a written redevelopment agreement.

The public will fund as much of the above Proposed Public Improvements and Eligible Private Improvements as needed to the extent necessary to meet the public purpose and community goals, policies and standards. The City will not fund improvements that exceed the amount of funds available from tax-increment financing indebtedness that the City Council may elect to issue pursuant to section 18-2147 to 18-2151 of the Community Development Law, unless the redeveloper and/or City are able to secure and fund additional monies and such funds are identified in a written redevelopment agreement. The amount of the available proceeds for tax-increment financing is estimated at approximately \$110,000 assuming the project will generate an estimated property valuation of \$557,000 over the present property valuation base.

Any ad valorem tax levied upon the real property in a Redevelopment Project to be described in the Redevelopment Contract for such Project, for the benefit of any public body shall be divided, for a period not to exceed fifteen (15) years after the effective date of such provision established in the Redevelopment Contract to be executed by the Redeveloper and the Community Development Agency. Said tax shall be divided as follows:

a. That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the Redevelopment Project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and

b. That portion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, a Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the authority shall so notify the county assessor and county treasurer and all ad valorem taxes upon taxable real property in such a Redevelopment Project shall be paid into the funds of the respective public bodies.

Because the redevelopment plan proposes to use tax-increment financing funds as authorized in section 18-2147 of the Community Development Law, the City Council finds as follows:

- a. the Redevelopment Project in the plan would not be economically feasible without the use of tax-increment financing;
- b. the Redevelopment Project would not occur in the community redevelopment area without the use of tax-increment financing; and
- c. the costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and been found to be in the long term best interest of the community impacted by the Redevelopment Project.

H. Procedure for Changes in the Approved Redevelopment Plan. If the City of McCook desires to modify this Redevelopment Plan, it may do so in accordance with applicable state and local laws. A redevelopment plan which has not been approved by the governing body when recommended by the authority may again be recommended to it with any modifications deemed advisable. A redevelopment plan may be modified at any time by the authority, provided, that if modified after the lease or sale of real property in the Redevelopment Project Area, the modification must be consented to by the redeveloper or redevelopers of such property or his successor, or their successors, in interest affected by the proposed modification. Where the proposed modification will substantially change the redevelopment plan as previously approved by the governing body the modification must similarly be approved by the governing body.

EXHIBIT "A"

REDEVELOPMENT AREA

Lot Two (2) in Block One (1) of Clary Subdivision and Lot 2B a Replat of Part of Lot One (1), Block One (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.

EXHIBIT "B"

INSERT AERIAL PHOTO OF SITE

Existing Sewer

Proposed Sewer

REDEVELOPMENT AREA

Proposed Water

Existing Water

EXHIBIT "C"

PUBLIC UTILITIES IN REDEVELOPMENT AREA

Existing Sewer

Proposed Sewer

REDEVELOPMENT AREA

Proposed Water

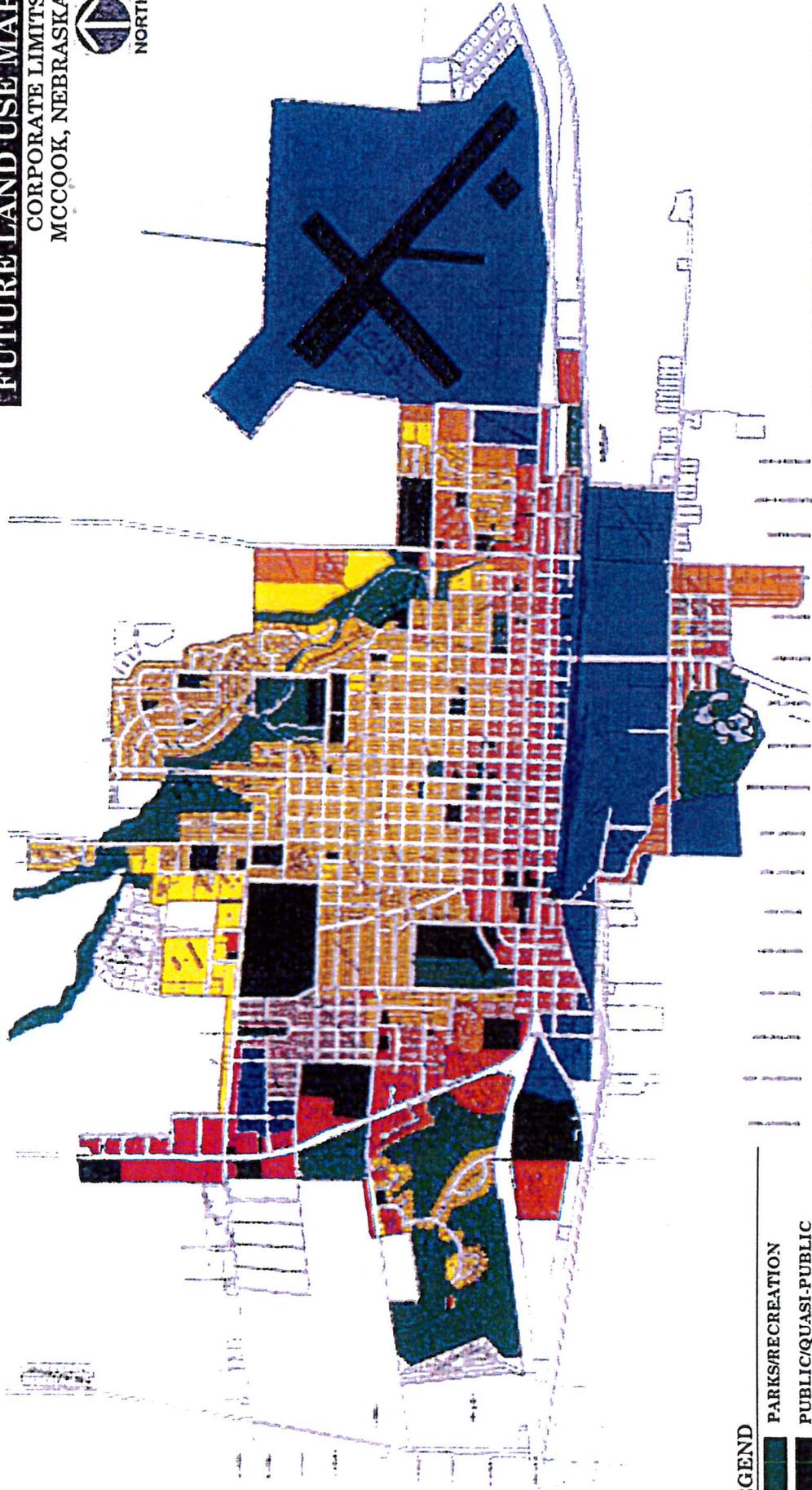
Existing Water

EXHIBIT "D"

FUTURE LAND USE MAP

FUTURE LAND USE MAP

CORPORATE LIMITS
MCCOOK, NEBRASKA



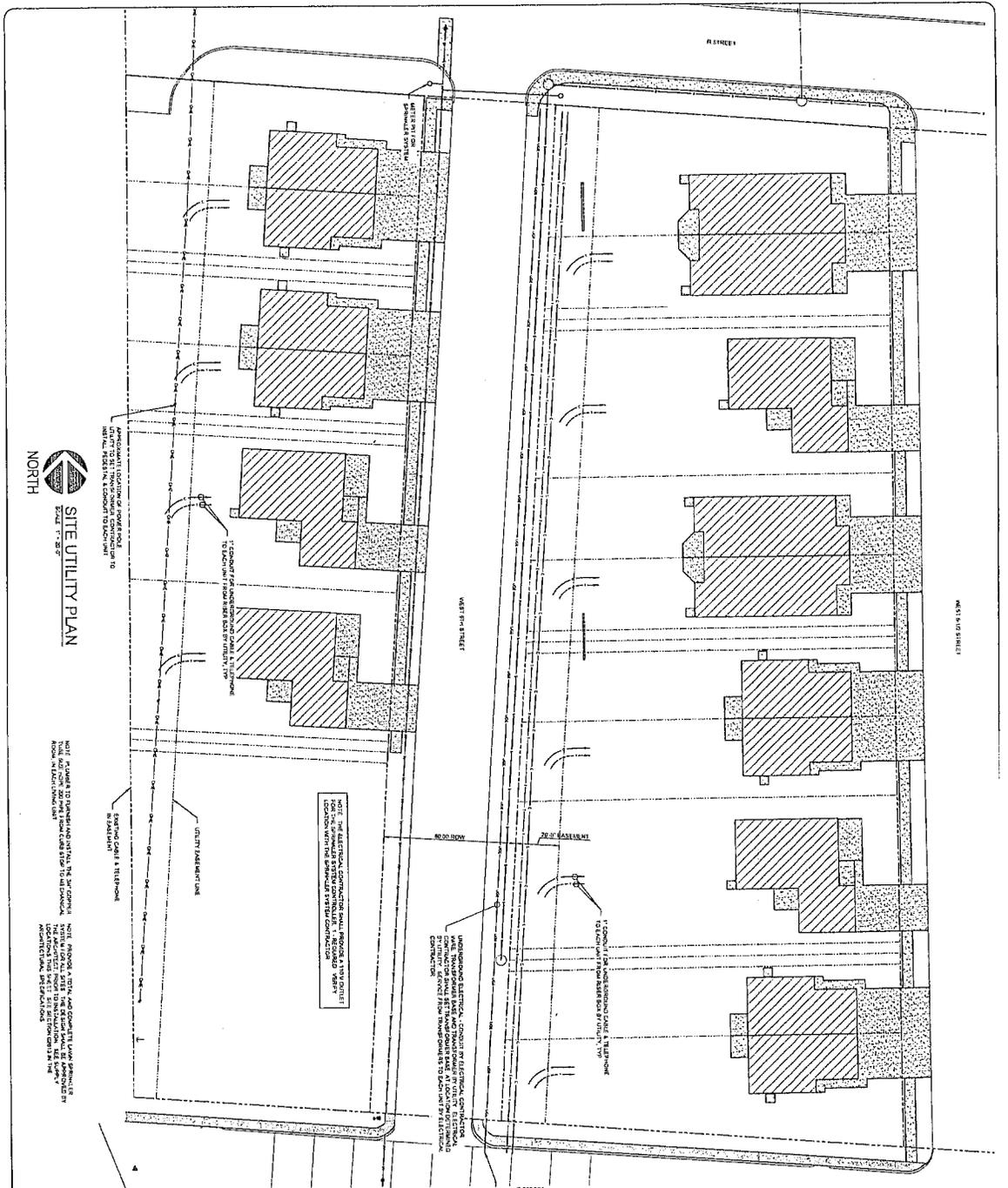
LEGEND

-  PARKS/RECREATION
-  PUBLIC/QUASI-PUBLIC
-  SINGLE FAMILY RESIDENTIAL
-  MULTIFAMILY RESIDENTIAL
-  MOBILE HOME RESIDENTIAL
-  COMMERCIAL
-  INDUSTRIAL
-  RAILROAD CORRIDOR
-  CORPORATE LIMIT LINE

HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH

* Lincoln, Nebraska * 402.464.5383 *

ILLUSTRATION 4.4



WDA 1610 SHEET

LEGEND

| | |
|-------|----------------|
| ----- | POWER |
| ----- | 5" GAS SERVICE |
| ----- | 6" WATER |
| ----- | TEL/PHONE |
| ----- | CABLE |

ELECTRIC CONNECTION TO MAIN CONDUIT UNDER 6" STREET TO BE PROVIDED BY UTILITY

UTILITY SUPPLIERS

- ELECTRIC - MCCOOK AREA ELECTRIC CO. INC.
- TELEPHONE - CENTRAL MOUNTAIN TELEPHONE CO.
- CABLE TV - GREAT PLAINS COMMUNICATIONS

NOTE: THE ELECTRICAL CONNECTION SHALL PROVIDE A VENT CONTROLLED CLOSURE WITH THE BURNER'S VENT CONNECTION TO THE GAS SERVICE.

CONDUIT FOR UNDERGROUND CABLE, 1" TYPE "K" WITH 1/2" MIN. COVER

UTILITY MOUNTING LINE

EXISTING CABLE & TEL/PHONE IN DUCTWORK

SITE UTILITY PLAN
SCALE: 1" = 50'



NOTE: OWNER TO OBTAIN ALL NECESSARY PERMITS FROM ALL AGENCIES INVOLVED IN ALL UTILITIES. THE DESIGN SHALL BE APPROVED BY LOCAL AGENCIES AND ALL UTILITIES SHALL BE LOCATED AND DEPTH DETERMINED BY THE PROPERTY OWNER. SEE THE CITY AND COUNTY RECORDS FOR ALL UTILITIES.

| | |
|----------|-------------------------|
| DATE | DESCRIPTION |
| 11/11/11 | ISSUED FOR PERMITS |
| 11/11/11 | ISSUED FOR CONSTRUCTION |
| 11/11/11 | ISSUED FOR RECORDS |

| | |
|----------|-------------------------|
| DATE | DESCRIPTION |
| 11/11/11 | ISSUED FOR PERMITS |
| 11/11/11 | ISSUED FOR CONSTRUCTION |
| 11/11/11 | ISSUED FOR RECORDS |



WDA W DESIGN ASSOCIATES
Consulting Engineers and Architects
McCook, Nebraska 68001
Hesburg, Nebraska 68001

QUILLAN COURTS, L.L.C.

McCOOK, NEBRASKA

C-1

| | |
|-----------|-----|
| DRAWN | AMP |
| CHECKED | |
| REVISIONS | |

EXHIBIT "E"

**STATUTORY COST BENEFIT ANALYSIS
QUILLAN COURTS REDEVELOPMENT PROJECT**

As authorized in the Nebraska Community Development Law, §18-2147, Neb. Rev. Stat. (2012), the City of McCook has analyzed the costs and benefits of the proposed Quillan Courts Redevelopment Project, including:

Project Sources and Uses. Approximately \$110,000 in public funds from tax increment financing provided by the City of McCook will be required to complete the project. This investment by the city will leverage \$3,456,160 in private sector financing; a private investment of \$31.41 for every city dollar investment.

Use of Funds.

| DESCRIPTION | TIF | REDEVELOPER | TOTAL COST |
|------------------------------|----------------------|------------------------|------------------------|
| Site Demo and Development | \$ 9,008.00 | | \$ 9,008.00 |
| Utility Costs | \$ 74,500.00 | | \$ 74,500.00 |
| Redeveloper Plan (architect) | | \$ 98,600.00 | \$ 98,600.00 |
| Legal | \$ 14,692.00 | \$ 308.00 | \$ 15,000.00 |
| Building construction | | \$ 2,693,103.00 | \$ 2,693,103.00 |
| Developer & contingency | | \$ 202,000.00 | \$ 202,000.00 |
| Capitalized interest | \$ 11,800.00 | | \$ 11,800.00 |
| Financing Costs | | \$ 462,149.00 | \$ 462,149.00 |
| TOTALS | \$ 110,000.00 | \$ 3,456,160.00 | \$ 3,566,160.00 |

Tax Revenue. It is anticipated that the real property assessed value will increase by \$557,000 as a result of the site redevelopment. This development will result in an estimated tax increase of over \$10,000 annually. The tax increment gained from this Redevelopment Project area would not be available for use as city general tax revenues, but would be used for eligible public and private improvements to enable this project to be realized.

| | |
|----------------------------------|-----------|
| Increment value | \$557,000 |
| Annual TIF generated (estimated) | \$10,422 |
| TIF bond issue | \$110,000 |

Public Infrastructure and Community Public Service Needs. The Project is currently served by sanitary sewer and potable water by the city. No street improvements are required as a part of the Redevelopment Project.

Employment Within the Project Area. Employment within the Project Area is expected to increase temporarily during construction. The construction period is expected to exceed 7 months. Current project employment is zero.

Employment in the City Outside the Project Area. The latest available labor statistics show that the Red Willow County unemployment rate is 2.8%.

Other Impacts. This project will create no direct jobs other than temporary construction jobs..

Tax shifts. No shift of taxes or other negative impact is expected.

RESOLUTION NO. 2015-21

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA APPROVING A REDEVELOPMENT PLAN; AND RELATED MATTERS

WHEREAS, the City of McCook, Nebraska, a municipal corporation and city of the first class (the "**City**"), has determined it to be desirable to undertake and carry out urban redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment; and

WHEREAS, the Community Development Law, Chapter 18, Article 21, Neb. Rev. Stat., as amended (the "**Act**"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared the area legally described in **Attachment 1** attached hereto (the "**Redevelopment Project Area**") to be blighted and substandard and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Development Agency of the City of McCook, Nebraska (the "**Agency**") has prepared or caused to be prepared a Redevelopment Plan, including a Redevelopment Contract (collectively the "**Redevelopment Plan**"), in the form attached hereto as **Attachment 1**, for the redevelopment of the Redevelopment Project Area; and

WHEREAS, the Agency and the Planning Commission of the City (the "**Planning Commission**") have both reviewed the Redevelopment Plan and recommended its approval by the Mayor and Council of the City; and

WHEREAS, the City published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to Section 18-2115 of the Act, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan; and

WHEREAS, the City has reviewed the Redevelopment Plan and determined that the proposed land uses and building requirements described therein are designed with the general purpose of accomplishing a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

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

Section 1. The Redevelopment Plan is hereby determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined, based on the analysis conducted by the Agency, that (a) the redevelopment project described in the Redevelopment Plan would not be economically feasible without the Project Area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of the recommendations of the Agency and the Planning Commission with respect to the Redevelopment Plan.

Section 2. The Redevelopment Plan is hereby approved in substantially the form attached hereto, with such immaterial changes, additions, or deletions thereto as may be determined to be necessary by the Mayor in his sole and absolute discretion.

Section 3. The "cost benefit analysis" set forth in the Plan has been reviewed by the Mayor and Council and is hereby approved and adopted as required by Section 18-2113 of the Act.

Section 4. In accordance with Section 18-2147 of the Act, the City hereby provides that any ad valorem tax on real property in the Project Area for the benefit of any public body be divided as follows for a period of 15 years after the effective date which shall be established by a separate redevelopment contract as provided in Section 18-2147 of the Act. The taxes shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Agency to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, the Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in the Project Area shall be paid into the funds of the respective public bodies.

Section 5. The Mayor and Clerk are hereby authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

PASSED AND APPROVED this 19th of October, 2015.

CITY OF MCCOOK, NEBRASKA

ATTEST:

By: _____
Michael D. Gonzales, Mayor

By: _____
Lea Ann Doak, City Clerk

[S E A L]

ATTACHMENT 1

REDEVELOPMENT PLAN

AGENDA

MCCOOK COMMUNITY DEVELOPMENT AGENCY

REGULAR MEETING

Monday - October 19, 2015
6:30 P.M. - City Council Chambers

Call to Order and Roll Call.

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

- ITEM NO. 1 Approve the minutes of the May 4, 2015 Community Development Agency regular meeting.
- ITEM NO. 2 Adopt Resolution No. CDA 2015-04 recommending approval of a Redevelopment Plan of the City of McCook, Nebraska submitted by Quillan Courts, L.L.C; approving a Cost Benefit Analysis, approving a Redevelopment Project of the City of McCook, Nebraska; and approval of related actions.
- ITEM NO. 3 Adjournment.

**MCCOOK COMMUNITY DEVELOPMENT AGENCY
REGULAR MEETING**

MINUTES

**Monday - May 4, 2015
7:30 P.M. - City Council Chambers**

A regular meeting of the Community Development Agency of the City of McCook, Nebraska was held on Monday, May 4, 2015, at 7:30 p.m., in City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska, the same being open to the public and preceded by advance publicized notice duly given in strict compliance with the provisions of the Open Meetings Act. Each member of the Agency was also given advance notice of the meeting as acknowledged. Additionally, reasonable efforts were made to provide advance notice of the time, date and place of the meeting to all news media requesting the same.

Mayor Gonzales presided and City Clerk Doak recorded the proceedings. The meeting was called to order at 7:30 p.m. and on roll call the following Agency members were present: Gonzales, Hepp, Calvin, McDowell, Weedon; the following Agency Members were absent: None. A quorum being present and the meeting duly commenced, the following proceedings were had and done while the meeting was open to the attendance of the public. The Mayor publicly announced that a copy of the Open Meetings Act is posted by the entrance to the Council Chambers and is available for public review.

- (1) APPROVE THE MINUTES OF THE MARCH 16, 2015 COMMUNITY DEVELOPMENT AGENCY REGULAR MEETING.

Upon a motion by Agency Member Calvin, seconded by Agency Member Hepp, the Agency voted to approve the minutes of the March 16, 2015 Community Development Agency regular meeting. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

- (2) ADOPT RESOLUTION NO. CDA 2015-02 RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF THE CITY OF MCCOOK, NEBRASKA SUBMITTED BY COBBLESTONE HOTEL AND SUITES; APPROVING A COST BENEFIT ANALYSIS, APPROVING A REDEVELOPMENT PROJECT OF THE CITY OF MCCOOK, NEBRASKA; AND APPROVAL OF RELATED ACTIONS.

The presented City Manager's Report included the following information: At the February 11, 2013 Planning Commission meeting, the Planning Commission reviewed a study, made to determine whether an area qualified as blighted and substandard pursuant to the Nebraska Community Development Law and also made recommendations to the City Council regarding approval of Redevelopment Area #3 within the City of McCook, NE. The City Council approved the Redevelopment Area #3 at the February 18, 2013 City Council meeting. In December of 2014, Hanna:Keelan Associates, P.C. conducted a study to determine whether the immediate area at issue

could be included in the redevelopment Area #3 as blighted and substandard for purposes of Nebraska law. The study provided a description of the area considered for inclusion and concluded that based on the property and structures, the area was blighted and substandard. The study concluded by saying that the area to be included as an amendment to Redevelopment Area #3 was blighted and substandard and that inclusion in Redevelopment Area #3 was appropriate. On January 19, 2015, the City Council approved Resolution No. 2015-02 amending the Redevelopment Area #3 to include the current location before you today. The Redevelopment Plan has been reviewed by the Planning Commission in April of 2015 and the recommendation from the Planning Commission was for approval. Cobblestone Hotel wants to develop a 54 room hotel on the site. In order to complete the project, Cobblestone Hotel is requesting TIF be a part of the financing. Cobblestone Hotel will be securing its own loan to pay the up front costs. City Manager Schneider reviewed the proposed plan and cost benefit analysis.

Dale Stewart, Susan Doris, Phyllis Ogg, Dale Cotton, and Perry Strombeck questioned the need for an additional hotel, when business is currently down.

Upon a motion by Agency Member Calvin, seconded by Agency Member Gonzales, the Agency voted to adopt Resolution No. CDA 2015-02 recommending approval of a Redevelopment Plan of the City of McCook, Nebraska submitted by Cobblestone Hotel and Suites; approving a Cost Benefit Analysis, approving a Redevelopment Project of the City of McCook, Nebraska; and approval of related actions. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

- (3) ADOPT RESOLUTION NO. CDA 2015-03 APPROVING THE REDEVELOPMENT CONTRACT BETWEEN THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA AND COBBLESTONE HOTEL AND SUITES, DBA "MCCOOK HOTEL GROUP, LLC"; AND PROVIDING FOR THE ISSUANCE OF A TAX INCREMENT DEVELOPMENT BOND OF THE CITY OF MCCOOK, NEBRASKA.

Upon a motion by Agency Member Calvin, seconded by Agency Member McDowell, the Agency voted to adopt Resolution No. CDA 2015-03 approving the Redevelopment Contract between the Community Development Agency of the City of McCook, Nebraska and Cobblestone Hotel and Suites, dba "McCook Hotel Group, LLC"; and providing for the issuance of a Tax Increment Development Bond of the City of McCook, Nebraska. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

- (4) ADJOURNMENT.

There being no further business to come before the Agency, Council Vice President Gonzales declared the meeting adjourned at 8:35 P.M.

Lea Ann Doak
Recording Secretary

**CITY MANAGER'S REPORT
OCTOBER 19, 2015 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING**

ITEM NO. 2 Adopt Resolution No. CDA 2015-04 recommending approval of a Redevelopment Plan of the City of McCook, Nebraska, submitted by Quillan Courts, L.L.C.; approving a Cost Benefit Analysis; approving a Redevelopment Project of the City of McCook, Nebraska and approval of all related actions.

BACKGROUND:

At the February 11, 2013 Planning Commission meeting, the Planning Commission reviewed a study, made to determine whether an area qualified as blighted and substandard pursuant to the Nebraska Community Development Law and also made recommendations to the City Council regarding approval of Redevelopment Area #3 within the City of McCook, NE. The City Council approved the Redevelopment Area #3 at the February 18, 2013 City Council meeting. The proposed Quillan Court redevelopment area is included in Redevelopment Area #3.

In conjunction with the blight designation, this Redevelopment Plan is being proposed for the development of an area bounded by West 8^{1/2} Street on the East; West 10th Street on the West; Q Street on the South and R Street on the North. The legal description is contained within the Plan.

The goal of the plan is to strengthen the Redevelopment Area by developing single family units and duplex housing units for low income households. Particularly, the Plan calls for four five-bedroom single family homes, four single story three-bedroom duplex units and eight four-bedroom single story duplex units. This is also a tax credit project. Both the private and public sectors are needed to bring this development together. In order to encourage private investment in the Redevelopment Area, this Plan has been prepared to set forth the Quillan Courts Redevelopment Project.

At the October 12, 2015 McCook Planning Commission meeting, it was recommended that the City Council approve the plan.

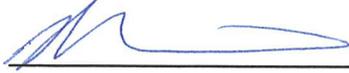
FISCAL IMPACT:

Increased housing stock, economic development opportunities and long term valuation increase.

RECOMMENDATIONS:

ITEM NO. ___ Adopt Resolution No. CDA 2015-04 recommending approval of a Redevelopment Plan of the City of McCook, Nebraska, submitted by Quillan Courts, L.L.C.; approving a Cost Benefit Analysis; approving a Redevelopment Project of the City of McCook, Nebraska and approval of all related actions.

APPROVALS:



Nathan A. Schneider, City Manager

October 14, 2015



Lea Ann Doak, City Clerk

October 14, 2015

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

RESOLUTION NO. CDA 2015-04

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT
PLAN OF THE CITY OF MCCOOK, NEBRASKA, APPROVING A COST
BENEFIT ANALYSIS, APPROVING A REDEVELOPMENT PROJECT OF THE
CITY OF MCCOOK, NEBRASKA; AND APPROVAL OF RELATED ACTIONS**

WHEREAS, the Mayor and City Council of the City of McCook, Nebraska (the "**City**"), upon the recommendation of the Planning Commission of the City of McCook, Nebraska (the "**Planning Commission**"), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Neb. Rev. Stat., as amended (the "**Act**"), duly declared the redevelopment area legally described in the Redevelopment Plan, set forth hereafter to be blighted and substandard and in need of redevelopment; and

WHEREAS, pursuant to and in furtherance of the Act, a Redevelopment Plan (the "**Redevelopment Plan**"), has been prepared and submitted to the Community Development Agency of the City of McCook (the "**Agency**") by **MCCOOK ECONOMIC DEVELOPMENT CORPORATION**, (the "**Redeveloper**"), in the form attached hereto as **Exhibit "A"**, for the purpose of redeveloping a portion of the Blighted and Substandard Area and includes a provision to divide certain ad valorem taxes as provided in Section 18-2147 of the Act on that portion of the Blighted and Substandard Area legally described in **Exhibit "A"** to assist in the redevelopment thereof; and

WHEREAS, pursuant to the Redevelopment Plan, the Agency would agree to incur indebtedness and make a grant for the purposes specified in the Redevelopment Plan (the "**Project**") in accordance with and as permitted by the Act; and

WHEREAS, the Agency has made certain findings and pursuant thereto has determined that it is in the best interests of the Agency and the City to enter into the Redevelopment Plan and to carry out the transactions contemplated thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, SITTING AS THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA AS FOLLOWS:

Section 1. The Agency has determined that the proposed land uses and building requirements in the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2. The Agency has reviewed a cost benefit analysis for the Project, as set forth in the Plan, in accordance with the Act, and has found and hereby finds that the Project would not be economically feasible without the use of tax increment financing, the Project would not occur in the Project Area without the use of tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, have been analyzed and have been found to be in the long term best interests of the community impacted by the Project. A copy of said "cost benefit analysis is attached set forth in the Plan and is hereby approved.

Section 3. The Planning Commission of the City of McCook has recommended approval of the Redevelopment Plan.

Section 4. The Agency recommends approval of the Redevelopment Plan by the City Council.

Section 5. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND ADOPTED THIS 19TH DAY OF October, 2015.

Community Development Agency
of the City of McCook, Nebraska

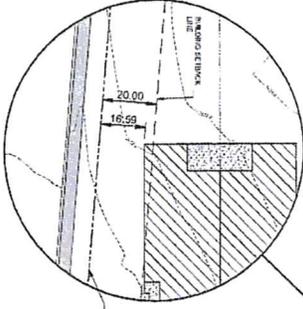
Michael D. Gonzales, Chairman

ATTEST:

Lea Ann Doak, City Clerk

EXHIBIT "A"

FORM OF REDEVELOPMENT PLAN

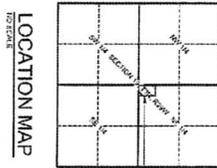
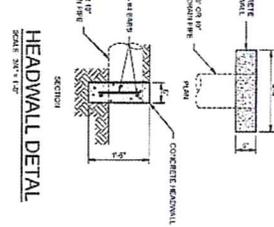


SF = 5 bdrm Single family homes

ADA = 3 bdrm/2bath Duplex (no basement)

Duplex = 4 bdrm Duplex - 2 bdrm Up (with basement) - 2 bdrm Down

NORTH
STAKEOUT PLAN
SCALE 1/4" = 1'-0"



NORTH
LOCATION MAP
SCALE 1/2" = 100'



| Point # | Description | Northing | Easting | Elevation |
|---------|-------------|-----------|-----------|-----------|
| 10000 | CP-1 | 179311.48 | 142111.63 | 2647.90 |
| 10001 | CP-2 | 179311.48 | 142078.13 | 2648.46 |
| 10002 | CP-3 | 179311.48 | 142044.63 | 2649.02 |
| 10003 | CP-4 | 179311.48 | 142011.13 | 2649.58 |
| 10004 | CP-5 | 179311.48 | 141977.63 | 2650.14 |
| 10005 | CP-6 | 179311.48 | 141944.13 | 2650.70 |
| 10006 | CP-7 | 179311.48 | 141910.63 | 2651.26 |
| 10007 | CP-8 | 179311.48 | 141877.13 | 2651.82 |
| 10008 | CP-9 | 179311.48 | 141843.63 | 2652.38 |
| 10009 | CP-10 | 179311.48 | 141810.13 | 2652.94 |
| 10010 | CP-11 | 179311.48 | 141776.63 | 2653.50 |
| 10011 | CP-12 | 179311.48 | 141743.13 | 2654.06 |
| 10012 | CP-13 | 179311.48 | 141709.63 | 2654.62 |
| 10013 | CP-14 | 179311.48 | 141676.13 | 2655.18 |
| 10014 | CP-15 | 179311.48 | 141642.63 | 2655.74 |
| 10015 | CP-16 | 179311.48 | 141609.13 | 2656.30 |
| 10016 | CP-17 | 179311.48 | 141575.63 | 2656.86 |
| 10017 | CP-18 | 179311.48 | 141542.13 | 2657.42 |
| 10018 | CP-19 | 179311.48 | 141508.63 | 2657.98 |
| 10019 | CP-20 | 179311.48 | 141475.13 | 2658.54 |
| 10020 | CP-21 | 179311.48 | 141441.63 | 2659.10 |
| 10021 | CP-22 | 179311.48 | 141408.13 | 2659.66 |
| 10022 | CP-23 | 179311.48 | 141374.63 | 2660.22 |
| 10023 | CP-24 | 179311.48 | 141341.13 | 2660.78 |
| 10024 | CP-25 | 179311.48 | 141307.63 | 2661.34 |
| 10025 | CP-26 | 179311.48 | 141274.13 | 2661.90 |
| 10026 | CP-27 | 179311.48 | 141240.63 | 2662.46 |
| 10027 | CP-28 | 179311.48 | 141207.13 | 2663.02 |
| 10028 | CP-29 | 179311.48 | 141173.63 | 2663.58 |
| 10029 | CP-30 | 179311.48 | 141140.13 | 2664.14 |
| 10030 | CP-31 | 179311.48 | 141106.63 | 2664.70 |
| 10031 | CP-32 | 179311.48 | 141073.13 | 2665.26 |
| 10032 | CP-33 | 179311.48 | 141039.63 | 2665.82 |
| 10033 | CP-34 | 179311.48 | 141006.13 | 2666.38 |
| 10034 | CP-35 | 179311.48 | 140972.63 | 2666.94 |
| 10035 | CP-36 | 179311.48 | 140939.13 | 2667.50 |
| 10036 | CP-37 | 179311.48 | 140905.63 | 2668.06 |
| 10037 | CP-38 | 179311.48 | 140872.13 | 2668.62 |
| 10038 | CP-39 | 179311.48 | 140838.63 | 2669.18 |
| 10039 | CP-40 | 179311.48 | 140805.13 | 2669.74 |
| 10040 | CP-41 | 179311.48 | 140771.63 | 2670.30 |
| 10041 | CP-42 | 179311.48 | 140738.13 | 2670.86 |
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| 10044 | CP-45 | 179311.48 | 140637.63 | 2672.54 |
| 10045 | CP-46 | 179311.48 | 140604.13 | 2673.10 |
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| 10056 | CP-57 | 179311.48 | 140235.63 | 2679.26 |
| 10057 | CP-58 | 179311.48 | 140202.13 | 2679.82 |
| 10058 | CP-59 | 179311.48 | 140168.63 | 2680.38 |
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| 10062 | CP-63 | 179311.48 | 140034.63 | 2682.62 |
| 10063 | CP-64 | 179311.48 | 139999.63 | 2683.18 |
| 10064 | CP-65 | 179311.48 | 139965.13 | 2683.74 |
| 10065 | CP-66 | 179311.48 | 139930.63 | 2684.30 |
| 10066 | CP-67 | 179311.48 | 139896.13 | 2684.86 |
| 10067 | CP-68 | 179311.48 | 139861.63 | 2685.42 |
| 10068 | CP-69 | 179311.48 | 139827.13 | 2685.98 |
| 10069 | CP-70 | 179311.48 | 139792.63 | 2686.54 |
| 10070 | CP-71 | 179311.48 | 139758.13 | 2687.10 |
| 10071 | CP-72 | 179311.48 | 139723.63 | 2687.66 |
| 10072 | CP-73 | 179311.48 | 139689.13 | 2688.22 |
| 10073 | CP-74 | 179311.48 | 139654.63 | 2688.78 |
| 10074 | CP-75 | 179311.48 | 139620.13 | 2689.34 |
| 10075 | CP-76 | 179311.48 | 139585.63 | 2689.90 |
| 10076 | CP-77 | 179311.48 | 139551.13 | 2690.46 |
| 10077 | CP-78 | 179311.48 | 139516.63 | 2691.02 |
| 10078 | CP-79 | 179311.48 | 139482.13 | 2691.58 |
| 10079 | CP-80 | 179311.48 | 139447.63 | 2692.14 |
| 10080 | CP-81 | 179311.48 | 139413.13 | 2692.70 |
| 10081 | CP-82 | 179311.48 | 139378.63 | 2693.26 |
| 10082 | CP-83 | 179311.48 | 139344.13 | 2693.82 |
| 10083 | CP-84 | 179311.48 | 139309.63 | 2694.38 |
| 10084 | CP-85 | 179311.48 | 139275.13 | 2694.94 |
| 10085 | CP-86 | 179311.48 | 139240.63 | 2695.50 |
| 10086 | CP-87 | 179311.48 | 139206.13 | 2696.06 |
| 10087 | CP-88 | 179311.48 | 139171.63 | 2696.62 |
| 10088 | CP-89 | 179311.48 | 139137.13 | 2697.18 |
| 10089 | CP-90 | 179311.48 | 139102.63 | 2697.74 |
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| 10091 | CP-92 | 179311.48 | 139033.63 | 2698.86 |
| 10092 | CP-93 | 179311.48 | 138999.13 | 2699.42 |
| 10093 | CP-94 | 179311.48 | 138964.63 | 2699.98 |
| 10094 | CP-95 | 179311.48 | 138930.13 | 2700.54 |
| 10095 | CP-96 | 179311.48 | 138895.63 | 2701.10 |
| 10096 | CP-97 | 179311.48 | 138861.13 | 2701.66 |
| 10097 | CP-98 | 179311.48 | 138826.63 | 2702.22 |
| 10098 | CP-99 | 179311.48 | 138792.13 | 2702.78 |
| 10099 | CP-100 | 179311.48 | 138757.63 | 2703.34 |

DATE: 10/14/2015
DRAWN: JWP
CHECKED: JWP
REVISIONS:

C-2

WDA W DESIGN ASSOCIATES
Consulting Engineers and Architects
McCook, Nebraska 68001
Hastings, Nebraska 68901

QUILLAN COURTS, L.L.C.

McCOOK, NEBRASKA

**CITY MANAGER'S REPORT
OCTOBER 19, 2015 CITY COUNCIL MEETING**

ITEM: 6A

Approve the minutes of the October 5, 2015 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

Approve the minutes of the October 5, 2015 regular City Council meeting.

APPROVALS:



Lea Ann Doak, City Clerk

October 15, 2015

MCCOOK CITY COUNCIL
October 5, 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, Public Works Director Potthoff, and Senior Services Director Siegfried.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 1, 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. No one was present for the Invocation. 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.

Bruce McDowell, speaking for his wife Kathy, thanked the Public Works Director Potthoff and his staff for the excellent job that they do maintaining the disc golf course. The golf tournament held this past weekend as a fund raiser for Prairie Plains CASA was a great success.

2. Announcements & Recognitions.

City Manager Schneider updated the Council on the progress of the Skatepark, they are hoping to wrap up this coming week; informed the Council that Faith in Action worked this past weekend on various projects around town, including the cleanup of some of the nuisance properties; and introduced Barry Mooney as the new Building Inspector, he has nine years of experience serving as the Building Official for the City of Russell, Kansas, his first day was September 28.

Senior Services Director Siegfried informed the Council that Public Transit Driver Mike Brown placed third in the Transit Driver Rodeo held recently in Kearney. Twenty-eight drivers participated in the rodeo.

3. Proclamation:

A. Approve the proclamation designating the month of October 2015 as "Adopt-A-Dog Month"

in the City of McCook and authorize the Mayor to sign.

Lorie Prestes, Director of the McCook Humane Society, was present to make the request.

Upon a motion by Councilmember Hepp, seconded by Councilmember McDowell, the Council voted to approve the proclamation designating the month of October 2015 as "Adopt-A-Dog Month" in the City of McCook and authorize the Mayor to sign. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

- B. Approve the proclamation designating October 4 - 10, 2015 as "Fire Prevention Week" and authorize the Mayor to sign.

Fire Chief Harpham addressed the proclamation with the Council and recognized Firefighter Shane Smith for the all he has done as the Department's Public Education Coordinator in putting a program together for Fire Prevention Week.

Upon a motion by Councilmember Weedin, seconded by Councilmember Hepp, the Council voted to approve the proclamation designating October 4 - 10, 2015 as "Fire Prevention Week" and authorize the Mayor to sign. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

4. Consent Agenda:

Councilmember Calvin requested that Item D be removed for the Consent Agenda and placed on the Regular Agenda.

- A. Approve the minutes of the September 21, 2015 regular City Council meeting.

Upon a motion by Mayor Gonzales, seconded by Councilmember Weedin, the Council voted to approve the minutes of the September 21, 2015 regular City Council meeting. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

- B. Ratify the Mayor's appointment to the Housing Agency Board - appoint Kristin Stagemeyer to replace Judy Keenportz for remaining term - term expires November 2017 and the Pool Committee - appoint Jan Smith, Norma Stevens, Wayne Michaelis, Kim Tietz, Sharlynn Coleman, Tracy Flaska, Chelsey Hartwell, Tom Wiemers, Grant Norgaard, Sherri Rothmeyer, Linda Frank, Jon Graff, and Ronda Graff.

Upon a motion by Mayor Gonzales, seconded by Councilmember Weedin, the Council voted to ratify the Mayor's appointment to the Housing Agency Board - appoint Kristin Stagemeyer to replace Judy Keenportz for remaining term - term expires November 2017 and the Pool Committee - appoint Jan Smith, Norma Stevens, Wayne Michaelis, Kim Tietz, Sharlynn Coleman, Tracy Flaska, Chelsey Hartwell, Tom Wiemers, Grant Norgaard, Sherri Rothmeyer, Linda Frank, Jon Graff, and Ronda Graff. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedin. NAY: None.

- C. Approve the McCook Urban Area Boundaries Map as required by Federal Highway Administration (FHWA) and authorize the Mayor to sign.

Upon a motion by Mayor Gonzales, seconded by Councilmember Weedon, the Council voted to approve the McCook Urban Area Boundaries Map as required by Federal Highway Administration (FHWA) and authorize the Mayor to sign. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

- E. Award the contract for the replacement of the Centennial Drive Water Main to BSB Construction of Curtis, Nebraska, in the amount of \$36,727 as the lowest responsible bidder.

Upon a motion by Mayor Gonzales, seconded by Councilmember Weedon, the Council voted to award the contract for the replacement of the Centennial Drive Water Main to BSB Construction of Curtis, Nebraska, in the amount of \$36,727 as the lowest responsible bidder. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

5. Regular Agenda:

- 4D. Receive and file the City of McCook Snow and Ice Control and Removal Operation Procedures and Policies.

Councilmember Calvin introduced a motion to receive and file the City of McCook Snow and Ice Control and Removal Operation Procedures and Policies. Motion was seconded by Councilmember McDowell.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to amend the presented Summary of Policies on page 3, Item 8, striking the last sentence, "Citation for violations will be handled on a complaint basis." The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

The Mayor then stated the question: "Shall the motion on the floor be approved as amended?" Upon roll call vote the following Councilmembers voted YEA: Gonzales, Calvin, Hepp, McDowell, Weedon. NAY: None. Motion carried.

- A. Approve on second reading Ordinance No. 2015-2921 vacating the dedicated alley located directly to the south of Lot 28, Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska.

Considered on its second reading, Ordinance No. 2015-2921 entitled:

AN ORDINANCE TO VACATE THE DEDICATED ALLEY LOCATED DIRECTLY TO THE SOUTH OF LOT TWENTY-EIGHT (28), BLOCK ONE (1), SOUTH MCCOOK ADDITION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA; TO PROVIDE FOR THE FILING OF THIS ORDINANCE IN THE OFFICE OF THE REGISTER OF DEEDS OF RED WILLOW COUNTY, NEBRASKA; PROVIDING FOR THE REPEAL OF ANY AND ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2015-2921 was read by title only. Motion was made by Councilmember Weedon, seconded by Councilmember McDowell, to approve Ordinance No. 2015-2921 on its second reading. Upon roll call vote the following Councilmembers voted YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None. Motion carried. Whereupon the Mayor declared said Ordinance

No. 2015-2921 approved on its second reading.

- B. Approve on second reading Ordinance No. 2015-2922 creating a new 20 foot alley to replace the vacated alley located directly to the south of Lot 28, Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska.

Considered on its second reading, Ordinance No. 2015-2922 entitled:

AN ORDINANCE CREATING A NEW TWENTY FOOT (20') ALLEY TO REPLACE THE VACATED ALLEY LOCATED DIRECTLY TO THE SOUTH OF LOT TWENTY-EIGHT (28), BLOCK ONE (1), SOUTH MCCOOK ADDITION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA; TO PROVIDE FOR THE DEDICATION OF SAID ALLEY; TO PROVIDE FOR THE FILING OF THIS ORDINANCE IN THE OFFICE OF THE REGISTER OF DEEDS OF RED WILLOW COUNTY, NEBRASKA; PROVIDING FOR THE REPEAL OF ANY AND ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2015-2922 was read by title only. Motion was made by Councilmember Calvin, seconded by Councilmember Weedin, to approve Ordinance No. 2015-2922 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. 2015-2922 approved on its second reading.

- C. Approve on second reading Ordinance No. 2015-2923 authorizing the sale of Part of Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows: Beginning at the SW corner of Lot 29, Block 1, South McCook Addition, thence N02°24'55"W (assumed and all bearings relative to) along the west line of Lot 29 a distance of 59.86 feet to the SE Corner of lot 28, thence S89°25'59"W along the south line of Lot 28 a distance of 44.19 feet to the SW corner of Lot 28, thence S00°47'07"E a distance of 59.85 feet, thence N89°26'40"E a distance of 43.80 feet to the Point of Beginning, said tract containing 2633.40 square feet more or less, subject to any easements, right-of-ways, or reservations of record.

Considered upon its second reading, Ordinance No. 2015-2923 entitled,

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA, AUTHORIZING AND DIRECTING THE SALE AND CONVEYANCE OF REAL ESTATE HEREINAFTER DESCRIBED TO JASON MICHAELIS; TO PROVIDE FOR PUBLICATION OF NOTICE OF SALE AND CONVEYANCE AND THE TERMS THEREOF; TO PROVIDE FOR THE RIGHT TO FILE A REMONSTRANCE AGAINST THE CONVEYANCE; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM BY AUTHORITY OF THE CITY COUNCIL AND EFFECTIVE DATE OF THIS ORDINANCE.

Ordinance No. 2015-2923 was read by title only. Motion was made by Councilmember McDowell, seconded by Mayor Gonzales, to approve Ordinance No. 2015-2923 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. 2015-2923 approved on its second reading.

D. Council Comments.

There were no Council comments.

- E. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to a potential real estate purchase.

Upon a motion by Councilmember Calvin, seconded by Councilmember Weedon, the Council voted to move into executive session for the protection of public interest for a strategy session with respect to a potential real estate purchase at 7:11 P.M. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

Mayor Gonzales announced that at this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the protection of public interest for a strategy session with respect to a potential real estate purchase. The Council will reconvene in public session following this closed session.

Included in the executive session were Public Works Director Potthoff, City Manager Schneider, City Attorney Mustion, and City Clerk Doak.

Upon a motion by Councilmember Calvin, seconded by Councilmember McDowell, the Council voted to move out of executive session at 7:31 P.M. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

- F. An Executive Session may be held upon a majority vote of the Council for the protection of public interest and protection of attorney client privilege for a strategy session with their Attorney with respect to potential litigation involving a Zoning Regulation Violation.

Upon a motion by Councilmember Calvin, seconded by Councilmember Weedon, the Council voted to move into executive session for the protection of public interest and protection of attorney client privilege for a strategy session with their Attorney with respect to potential litigation involving a Zoning Regulation Violation at 7:32 P.M. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

Mayor Gonzales announced that at this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the protection of public interest and protection of attorney client privilege for a strategy session with their Attorney with respect to potential litigation involving a Zoning Regulation Violation. The Council will reconvene in public session following this closed session.

Included in the executive session were City Manager Schneider, City Attorney Mustion, and City Clerk Doak.

Upon a motion by Councilmember Calvin, seconded by Councilmember Weedon, the Council voted to move out of executive session at 7:56 P.M. The motion passed upon the following roll call vote: YEA: Gonzales, Hepp, Calvin, McDowell, Weedon. NAY: None.

▪ **Adjournment.**

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 7:57 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
OCTOBER 19, 2015 CITY COUNCIL MEETING**

ITEM: 6B

Approve the application for a Special Designated Liquor License submitted by the McCook Area Chamber of Commerce for a Quarterly Networking Affair to be held at the McCook Municipal Auditorium, 302 West 5th Street, on December 9, 2015 from 5:30 P.M. to 7:00 P.M.

BACKGROUND:

The Chamber will be holding this event at the City Auditorium. 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:

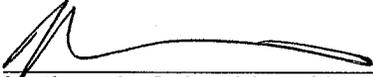
Approve the application for a Special Designated Liquor License submitted by the McCook Area Chamber of Commerce for a Quarterly Networking Affair to be held at the McCook Municipal Auditorium, 302 West 5th Street, on December 9, 2015 from 5:30 P.M. to 7:00 P.M.

APPROVALS:



Lea Ann Doak, City Clerk

October 14, 2015



Nathan A. Schneider, City Manager

October 14, 2015

October 12, 2015

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

Dear Nate:

Please reserve time on the City Council agenda for the October 19, 2015, meeting to approve a request from the McCook Area Chamber of Commerce for a liquor license. We plan to have a Quarterly Networking Affair (QNA) on December 9 at the City Auditorium. The event will be held from 5:30 to 7:00 p.m.

Enclosed please find the paperwork you require. If you have any questions regarding our request prior to the meeting, please do not hesitate to 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/
Email Applications: 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: 504 West 2nd, PO Box 337

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 Street 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 Dec. 9, 2015 | Date | Date | Date | Date | Date |
| Hours From 5:30pm | Hours From | Hours From | Hours From | Hours From | Hours From |
| To 7:00pm | 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 Business After Hours

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 100 ft x 75 ft
 (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? 150

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)

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 10-12-2015
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

Jacie Fowler

SIGNATURE OF TITLE OF CORPORATE OFFICERS

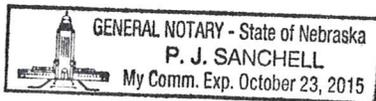
THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 12th DAY OF

October, 2015.

P. J. Sanchell

NOTARY PUBLIC SIGNATURE & SEAL



CITY MANAGER'S REPORT
19 OCTOBER, 2015 CITY COUNCIL MEETING

ITEM: 6C

RECOMMENDATION:

APPROVE BID SPECIFICATIONS FOR TWO NEW SPECIAL SERVICES
VEHICLES FOR USE BY THE POLICE DEPARTMENT

BACKGROUND:

The purchase of two (2) new Police Package or Special Service vehicles was approved in the 2015/2016 budget. The purchase of Special Service Vehicles will allow necessary additional room and all-wheel drive or four-wheel drive capability. Initiating the competitive bid process at this time will assure manufacturers sufficient time to place orders for the vehicle, since Special Service vehicles are normally manufactured annually in early January of each year.

The attached bid specifications will allow for the selection and purchase of new Special Service vehicles and will allow all manufacturers of Special Service vehicles a competitive opportunity.

FISCAL IMPACT:

NONE. FUNDS ARE BUDGETED FOR PURCHASE OF THE VEHICLE

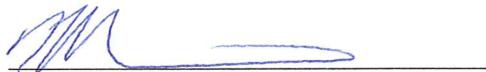
RECOMMENDATION:

APPROVED BID SPECIFICATIONS FOR TWO NEW SPECIAL SERVICES
VEHICLE FOR USE BY THE POLICE DEPARTMENT

APPROVALS:


Isaac S. Brown, Police Chief

10/13/2019
Date


Nate Schneider, City Manager

10-14-15
Date

CITY OF MCCOOK
POLICE DEPARTMENT

BID SPECIFICATIONS

TWO (2) NEW 2016

ALL WHEEL DRIVE
or
4-WHEEL DRIVE VEHICLES
(5 OR 7 PASSENGER)

OCTOBER 19, 2015

NOTICE TO BIDDERS

**TWO (2) NEW 2016
ALL WHEEL DRIVE OR 4-WHEEL DRIVE VEHICLES
(5 OR 7 PASSENGER)**

The City of McCook is accepting sealed bids for Two (2) New 2016 All Wheel Drive or 4-Wheel Drive Vehicles (5 or 7 passenger) for the Police Department. Bids will be accepted by the City Clerk at the McCook City Offices until 2:00 P.M. on Monday, November 9, 2015 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook City Auditorium. Specifications and instructions to bidders are on file in the office of the City Clerk.

The Council reserves the right to reject any or all bids and to waive irregularities.

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

Publish: October 23, 30, and November 6, 2015.

INSTRUCTIONS TO BIDDERS

1. **Defined Terms.**

Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. Bidder - one who submits a Bid directly to the City as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2. Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3. Successful Bidder - the lowest, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.
- 1.4. Bidding Documents - includes the Advertisement or Invitation to Bid, Instructions to Bidders, and the Bid Form.

2. **General.**

- 2.1. Two (2) new 2016 all wheel or 4-wheel drive (5 or 7 passenger) vehicles for the Police Department shall be F.O.B., McCook, Nebraska.
- 2.2. A tax exemption certificate will be furnished by the City of McCook.
- 2.3. Delivery date - within 90-days from award of bid.

3. **Qualifications of Bidders.**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon the City's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for.

4. **Interpretations and Addenda.**

- 4.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Chief of Police. Interpretations or clarifications in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Clerk as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

5. **Bid Form.**

- 5.1. The Bid Form is included with the Bidding Documents.

- 5.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 5.3. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 5.4. The address and telephone number of communications regarding the Bid must be shown.

6. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "*BID ON TWO (2) NEW 2016 ALL WHEEL DRIVE OR 4-WHEEL DRIVE VEHICLES*", and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

7. Modification and Withdrawal of Bids.

Bids may be modified or withdrawn by an appropriate document fully executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted any time prior to the opening of Bids.

8. Opening of Bids.

Bids will be opened and read aloud publicly in the City Council Chambers, McCook City Auditorium. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

9. Award of Bid.

- 9.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if City believes that it would not be in its best interest to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 9.2. In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 9.3. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders.
- 9.4. If the bid is to be awarded, it will be awarded to the Bidder whose evaluation by the City indicates that the award will be in the best interests of the City.

GENERAL SPECIFICATIONS

TWO (2) NEW 2016 ALL WHEEL DRIVE OR 4-WHEEL DRIVE VEHICLE (5 OR 7 PASSENGER)

GENERAL:

It is the intent of these specifications to describe a new vehicle in sufficient detail to secure bids on comparable equipment. The vehicle desired under these specifications is for use as a police vehicle which will be operated principally on the streets of the City. The vehicle furnished under these specifications will be specially manufactured to meet all the requirements herein stated. These specifications represent the minimum qualities of the car desired, and the product furnished hereunder may exceed the specified values, providing the vehicle is compatible to the end use - both in engineering and makeup. All parts not specifically mentioned, which are necessary to provide a complete vehicle, shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided to the trade in general. The vehicle shall be a new, standard production model of the latest design in current production.

Any vehicle not conforming to these specifications will be rejected, and it will be the responsibility of the manufacturer to conform with the requirements unless deviations have been cited by the bidder.

INTENT:

It is the intent of the City not to be restrictive to any one manufacturer. However, the vehicle desired must meet the enclosed standards and any vehicle furnished which does not comply with the specifications will be rejected and returned to the bidder at his expense. All items appearing in the bidder's regular specifications which are in addition to these standards are assumed to be included in the bidder's proposal.

The vehicle furnished under these specifications shall be the latest model offered to the general trade, at least equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory.

The vehicle must meet or exceed the following minimum specifications. Any additions, deletions or variations from the following specifications must be noted. These specifications shall be construed as minimum. Should the manufacturer's latest specifications exceed these, they shall be considered minimum and shall be furnished. It is also required that the bidder furnish descriptive literature and any additional specifications or information necessary to qualify the equipment he proposes to furnish.

Unless otherwise noted, all items specified must be factory-installed, inspected, tested and/or calibrated, as required, except that manufacturer's policies pertaining to dealer installation of minor accessories will be honored.

Other than where specifically noted, it is intended that the manufacturer will build the vehicle to these specifications and that the selling or servicing dealer will be required only to perform the pre-delivery service and not be required to modify, alter, exchange, assemble, install or paint various components to meet these specifications.

The vehicle shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel injection, carburetors, engines and accessories. An engine with oversized bores, undersized main bearings or non-standard size pins will not be acceptable under these specifications.

The vehicle shall be equipped with all legally required and manufacturer's recommended lights.

The vehicle shall comply with all current provisions of the National Traffic and Motor Vehicle Safety Act.

The bidder shall satisfy the City of McCook that he maintains a store or a branch store, with qualified servicemen and with provisions for storing a representative supply or parts for the machine offered and with provisions for securing parts from the manufacturer within a reasonable length of time.

The bidder shall supply one (1) parts book, one (1) service and repair manual, and one (1) operator's manual with the unit.

The bidder shall furnish (in writing) his guarantees and the length of the guarantees on all parts and labor for the machine.

Bidders must submit with their bid the latest printed specifications on the units they propose to furnish.

**MINIMUM SPECIFICATIONS FOR TWO (2) NEW 2016
ALL WHEEL DRIVE OR 4-WHEEL DRIVE VEHICLE (5 OR 7 PASSENGER)**

Meets Specification - Please Indicate - (if other explain on comment line).

All items listed below are required. If there is an exception, a detailed explanation must be provided.

| YES | EXCEPTION | I. <u>BODY</u> |
|-------|-----------|---|
| _____ | _____ | A. Color: Body color and interior trim will be selected from manufacturer's standard colors. (NOTE: color charts shall be considered manufactures colors with no extra charge unless specified in the options). |
| _____ | _____ | B. Glass: Approved privacy safety glass shall be required in all doors, windows, and windshields. Glass shall be free of optical deviation and visibility distortions. Sunscreen glass required. |
| _____ | _____ | C. Insulation: Standard production heat and sound insulation to be provided. Full-length headliner to be furnished. |
| _____ | _____ | D. Airbag: Driver and passenger front required, side if available. |
| _____ | _____ | E. Seats: Bucket, 40-20-40 or 60-40 style seats in front, required. All seats shall be of spring foam padding, cloth covered construction, and of the heaviest available with lumbar support if factory available. Head -restraints or high backs for outboard seats required. <u>Rear Seat:</u> vinyl. |
| _____ | _____ | F. Arm Rests: Required on front seat, if available. |
| _____ | _____ | G. Sun Visors: Dual, padded. |
| _____ | _____ | H. Headroom for front seat: Minimum 41.40 inches. |
| _____ | _____ | I. Leg room for front seat: Minimum 40 inches. |
| _____ | _____ | J. Shoulder room for front seat: Minimum 61 inches. |
| _____ | _____ | K. Cargo capacity behind second seat: Minimum 48.1 inches. |
| _____ | _____ | L. Ground clearance: Manufacturers specifications. |
| _____ | _____ | M. Mirrors: Interior adjustable, day or, night tab (selector type, non-glare): Dual power outside mirror mounted on left and right sides of vehicle. |
| _____ | _____ | N. Power Outlets: required, two. |
| _____ | _____ | O. Seat Belts: Individual lap/shoulder for all seats as applicable per seat occupancy with standard automatic retractors. |

- | | | |
|-------|-------|---|
| _____ | _____ | P. Horn: Factory horn required. |
| _____ | _____ | Q. Windshield Wipers and Washer: Multiple-speed electric with washer and intermittent or delay capability. |
| _____ | _____ | R. Air Conditioner: Best grade factory installed air-conditioning, manually controlled to include all items normally included in the factory package. |
| _____ | _____ | S. Heater: A fresh air type heater with windshield defrosters shall be installed. |
| _____ | _____ | T. Rear Window Defroster: required. |
| _____ | _____ | U. Radio: Manufacturer's standard factory installed AM/FM CD Stereo radio. |
| _____ | _____ | V. Lights: Halogen high beam headlights with low beam; back up lights; dome light. Directional signals to be complete with front and rear lights, self-canceling control lever on the steering column. Hazard lights. |
| _____ | _____ | W. Floor Coverings: Full vinyl, rubber floor covering. |
| _____ | _____ | X. Electric Power Locks: Power locking system. Rear passenger doors shall be equipped with a lever to deactivate door release or electric door locks controlled from the driver's position. Three (3) sets of keys required. |
| _____ | _____ | Y. Power Windows: Electric power windows required. |
| _____ | _____ | Z. Hood Release: Inside driver's compartment. |
| _____ | _____ | AA. Automatic Speed Control: required. |
| _____ | _____ | BB. Fuel Tank: Minimum 18.6-gallon regular model. |
| _____ | _____ | CC. Floor Mats: Motor vehicle shall be delivered with factory floor mats (front and rear) required. |
| _____ | _____ | DD. Side Moldings: Protective side moldings required. After market moldings acceptable. |

Comments _____

YES EXCEPTION

II. ENGINE AND DRIVE TRAIN

- | | | |
|-------|-------|---|
| _____ | _____ | A. Engine: Minimum 300 horsepower six (6) cylinder overhead cam engine. |
| _____ | _____ | B. Transmission: Four or six forward Speed Automatic, with overdrive required, if available. |

- | | | |
|-------|-------|--|
| _____ | _____ | C. Air Cleaner: Dry type. |
| _____ | _____ | D. Oil Filter: Full flow throwaway type. |
| _____ | _____ | E. Thermostat: Required as recommended for permanent-type antifreeze. |
| _____ | _____ | F. Radiator: Coolant recovery system required. |
| _____ | _____ | G. Axle Ratio: Ratio to be recommended-by manufacturer. |

Comments _____

YES EXCEPTION III. SUSPENSION AND RUNNING GEAR

- | | | |
|-------|-------|---|
| _____ | _____ | A. Driveline configuration: On Demand Four (4) wheel drive or All Wheel Drive. |
| _____ | _____ | B. Wheelbase: Minimum 112 inch wheelbase. |
| _____ | _____ | C. Steering: Rack and pinion steering, if available. Power steering required. |
| _____ | _____ | D. Steering Wheel: Regular production model or approved deluxe wheel. Tilt steering required. |
| _____ | _____ | E. Wheels: Standard original equipment wheels (5) (minimum 16") |
| _____ | _____ | F. Tires: Five standard (minimum 18") original or optional equipment tires shall be furnished. "Mini" or "compact" spares offered as original equipment are not acceptable. All tires shall be all season steel-belted radial manufactured by a major manufacturer and, shall be factory installed. Tires should have a 50,000-mile tire rating. The inability to provide all equipment shall be noted as an exception in the bid. |
| _____ | _____ | G. Brakes: Anti-Lock braking system required. |
| _____ | _____ | H. Suspension: Manufacturer recommended heavy duty suspension designed to handle passenger and cargo requirements. |

Comments _____

YES EXCEPTION IV. ELECTRICAL SYSTEM

- | | | |
|-------|-------|---|
| _____ | _____ | A. Ignition System: 12-Volt, solid-state. Must be equipped with high tension, radio frequency shielded, ignition wiring. |
|-------|-------|---|

- | | | |
|-------|-------|---|
| _____ | _____ | B. Battery: Heavy-duty, maintenance free, minimum 770 cold cranking amps. |
| _____ | _____ | C. Alternator: Minimum 220 Amps. |
| _____ | _____ | D. Voltage Regulator: Standard type, transistorized and sealed. |
| _____ | _____ | E. Bonding and Grounding: All components of the vehicle necessary to prevent interference with reception of UHF two-way mobile radio installed in the vehicle shall be adequately bonded and grounded. |
| _____ | _____ | F. Radio Frequency Shielding Caution!!! This motor vehicle shall be compatible with the use of installed mobile UHF mobile two-way radio. |
| _____ | _____ | G. Factory installed emergency lighting |

Comments _____

YES EXCEPTION V. MISCELLANEOUS

- | | | |
|-------|-------|---|
| _____ | _____ | A. Vehicle shall be protected to 34 degrees below zero Fahrenheit by permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer. The radiator shall be tagged or marked to indicate the type, brand and degree of protection. |
| _____ | _____ | B. The unit shall be delivered to the purchaser with all wheels balanced and the front end aligned. |
| _____ | _____ | C. Manufacturer's standard complement of tools, bumper jack, wheel wrench, and jack handle shall be provided, together with facilities for storage. |

Comments _____

YES EXCEPTION VI. WARRANTY

_____ _____ A. The manufacturer's standard warranty shall apply to the vehicle (refer to item B below). Mechanical or body repair required under manufacturer's warranty, prior to use of the vehicle by the City, shall be the responsibility of the selling dealer, including transportation thereof. **Warranty to be effective from date of issuance of first assignment and the mileage of warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards, or similar information, in order to properly activate said warranty.**

_____ _____ B. A minimum warranty of three (3) years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required. A minimum of six (6) years, 100,000 miles rust warranty is required. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different.

Comments _____

YES EXCEPTION VII. SERVICE

_____ _____ A. It shall be the responsibility of the manufacturer supplying the vehicle to maintain an adequate stock of all regular and special parts within the State of Nebraska to meet the continuing service and repair parts needs of the department without undue delay.

_____ _____ B. The bidder shall submit an hourly rate for labor costs for all repairs to the vehicle by the bidder not covered by the manufacturer's standard warranty for a minimum of 3 years or 36,000 miles.

NOTICE: ANY DEVIATIONS FROM THESE SPECIFICATIONS MUST BE SEPARATELY LISTED. OTHERWISE, IT WILL BE ASSUMED THAT THE BID MEETS THE SPECIFICATIONS IN ALL RESPECTS.

BID FORM

NOTE: This bid form must be accompanied by a complete set of specifications and a manufacturer's pamphlet on the vehicle proposed.

TOTAL PRICE

TWO (2) NEW 2016
ALL WHEEL DRIVE OR
4-WHEEL DRIVE VEHICLES
(5 OR 7 PASSENGER)

\$ _____

HOURLY RATE FOR LABOR COSTS
OVER THE STANDARD WARRANTY

\$ _____

Delivery Date: _____

THE CITY OF McCook reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part any bid, and to exercise its own judgement as to the best proposal received.

**CONTACT PERSON: Ike Brown, Chief of Police
at 308/345-3450**

This bid submitted by _____

Signed _____

Title _____

Date _____

**CITY MANAGER'S REPORT
OCTOBER 19, 2015 CITY COUNCIL MEETING**

ITEM: 6D

Approve the application for a Special Designated Liquor License submitted by Mo Dough LLC, Liquor License #IK-057785, for the McCook Community Hospital Company Christmas Party to be held at the Peter and Delores Graff Event Center, 104 East "M" Street, on December 5, 2015 from 8:00 A.M. to 1:00 A.M.

BACKGROUND:

Mo Dough 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.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

Approve the application for a Special Designated Liquor License submitted by Mo Dough LLC, Liquor License #IK-057785, for the McCook Community Hospital Company Christmas Party to be held at the Peter and Delores Graff Event Center, 104 East "M" Street, on December 5, 2015 from 8:00 A.M. to 1:00 A.M.

APPROVALS:



Lea Ann Doak, City Clerk

October 14, 2015

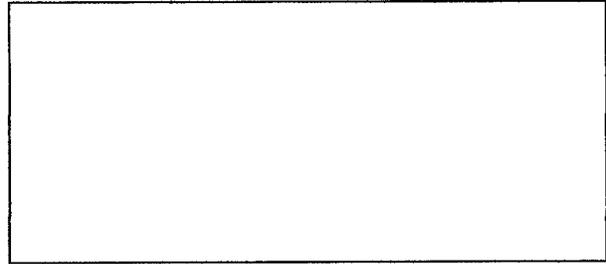


Nathan A. Schneider, City Manager

October 14, 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/
Email Applications: 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)

IK 057785

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: **Mo Dough LLC**

ADDRESS: **312 Norris Ave**

CITY **McCook** ZIP **69001**

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

BUILDING NAME **Peter and Dolores Graff Event Center**

ADDRESS: **104 East M Street** 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 12/5/15 | Date | Date | Date | Date | Date |
| Hours From 8am | Hours From | Hours From | Hours From | Hours From | Hours From |
| To 1am | 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 McCook Community Hospital Company Christmas Party

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 140' x 100'
 (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? 275

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)

Wrist bands for guests who are old enough to purchase alcohol.

This is a company party so there will be very few, if any minors

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 X Retailer _____ 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**

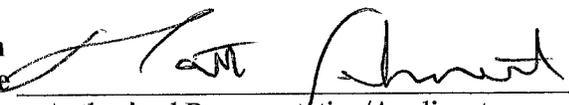
Print name of Event Supervisor Matt Sehnert

Signature of Event Supervisor _____

Event Supervisor phone: Before 308.737.6581 During 308.737.6581
Email address sehnert@swnebr.net

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  _____ Owner 10/13/15
Authorized Representative/Applicant Title Date

Matt Sehnert
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
OCTOBER 19, 2015 CITY COUNCIL MEETING**

ITEM: 6E

Approve the application for a Special Designated Liquor License submitted by Mo Dough LLC, Liquor License #IK-057785, for the Valmont Company Christmas Party to be held at the AFRC (Army Reserve Building), 38709 East Highway 6 & 34, on December 19, 2015 from 9:00 A.M. to 1:00 A.M.

BACKGROUND:

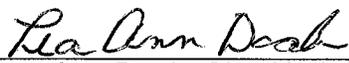
Mo Dough will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

Approve the application for a Special Designated Liquor License submitted by Mo Dough LLC, Liquor License #IK-057785, for the Valmont Company Christmas Party to be held at the AFRC (Army Reserve Building), 38709 East Highway 6 & 34, on December 19, 2015 from 9:00 A.M. to 1:00 A.M.

APPROVALS:



Lea Ann Doak, City Clerk

October 14, 2015

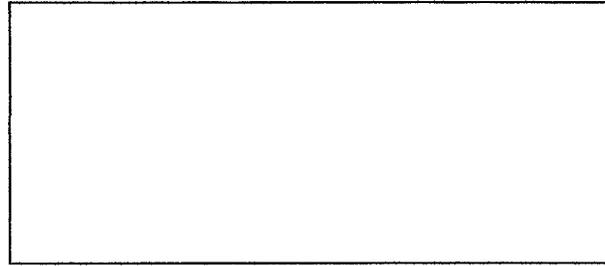


Nathan A. Schneider, City Manager

October 14, 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/
Email Applications: 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)

IK 057785

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: **Mo Dough LLC**

ADDRESS: **312 Norris Ave**

CITY **McCook** ZIP **69001**

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

BUILDING NAME **AFRC (Army Reserve Building)**

ADDRESS: **38709 east highway 6&34** 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 12/19/15 | Date | Date | Date | Date | Date |
| Hours From 9am | Hours From | Hours From | Hours From | Hours From | Hours From |
| To 1am | 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 Valmont Company Christmas Party

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 85'x85' x _____
(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? 285

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)

Wrist bands for guests who are old enough to purchase alcohol.

This is a company party so there will be very few, if any minors

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 X Retailer _____ 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**

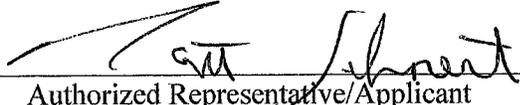
Print name of Event Supervisor Matt Sehnert

Signature of Event Supervisor _____

Event Supervisor phone: Before 308.737.6581 During 308.737.6581
Email address sehnert@swnebr.net

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  Owner 10/13/15
Authorized Representative/Applicant Title Date

Matt Sehnert
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
OCTOBER 19, 2015 CITY COUNCIL MEETING**

ITEM: 6F

Approve the application for a Special Designated Liquor License submitted by Mo Dough LLC, Liquor License #IK-057785, for the Parker Company Christmas Party to be held at the AFRC (Army Reserve Building), 38709 East Highway 6 & 34, on December 12, 2015 from 9:00 A.M. to 1:00 A.M.

BACKGROUND:

Mo Dough 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.

FISCAL

IMPACT: None.

RECOMMENDATION:

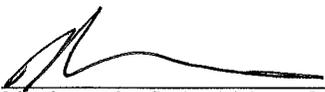
Approve the application for a Special Designated Liquor License submitted by Mo Dough LLC, Liquor License #IK-057785, for the Parker Company Christmas Party to be held at the AFRC (Army Reserve Building), 38709 East Highway 6 & 34, on December 12, 2015 from 9:00 A.M. to 1:00 A.M.

APPROVALS:



Lea Ann Doak, City Clerk

October 14, 2015

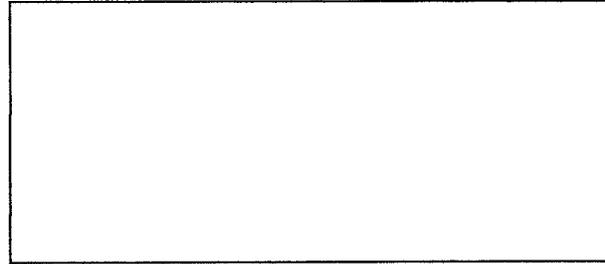


Nathan A. Schneider, City Manager

October 14, 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/
Email Applications: 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)

IK 057785

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: **Mo Dough LLC**

ADDRESS: **312 Norris Ave**

CITY **McCook**

ZIP **69001**

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

BUILDING NAME **AFRC (Army Reserve Building)**

ADDRESS: **38709 east highway 6&34** 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 12/12/15 | Date | Date | Date | Date | Date |
| Hours From 9am | Hours From | Hours From | Hours From | Hours From | Hours From |
| To 1am | 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 Parker Company Christmas Party

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 85'x85' _____ x _____
 (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? 285

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)

Wrist bands for guests who are old enough to purchase alcohol.

This is a company party so there will be very few, if any minors

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 X Retailer _____ 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 Matt Sehnert

Signature of Event Supervisor _____

Event Supervisor phone: Before 308.737.6581 During 308.737.6581
Email address sehnert@swnebr.net

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  Owner 10/13/15
Authorized Representative/Applicant Title Date

Matt Sehnert
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
OCTOBER 19, 2015 CITY COUNCIL MEETING**

ITEM: **6G**

Receive and file the claims for the month of September 2015 as published October 19, 2015.

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 September 2015 as published October 19, 2015.

APPROVALS:



Lea Ann Doak, City Clerk

October 14, 2015

CITY OF MCCOOK
CLAIMS FOR SEPTEMBER, 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 99.04; A&W FIRE EXT-S 10.00; ACME-SC 198.06; ADOBE-SC 14.99; AMAZON-SC 1487.85; AM AG LAB-SC 1347.68; AMERICAN ELEC-S 1782.35; AMERICAN LEGAL PUBLISHING-SC 475.00; APPLIED CONNECTIVE TECH-SC 730.00; ARROW CAR WASH-S 27.68; AS CENTRAL-SC 896.00; ATBATT.COM-S 62.39; BAKER & TAYLOR-S 329.03; BANKERS TRUST CO-CO 303527.50; BARCO-S 1685.63; BARNETT'S-S 937.99; BEIBER, M-S 277.15; BERT GURNEY & ASSOC-S 754.06; BIRCH-SC 2900.67; BROWN, I-SC 55.00; BROWN, S-SC 119.60; BSB CONST-CO 822.50; BW TELCOM-SC 124.56; C&K-S 1346.05; CAMBRIDGE TELE-SC 1089.69; CAPRI MOTEL-SC 45.00; CAROLINA SOFTWARE-SC 200.00; CARQUEST-S 2722.95; CASEY'S-S 128.29; CASH WA-S 6903.10; CENTRAL HYDRAULIC-SC 2750.00; CENTURY LINK-SC 890.99; CHECKSFORLESS.COM-S 65.45; CITY OF MCCOOK-PS 297233.48; COMFORT INN-SC 240.00; COMMON SCENTS-S 3900.00; COMMUNITY HOSPITAL-SC 625.00; CONSOLIDATED MGMT-SC 353.75; THE CORNHUSKER-S 1376.38; CORNUSKER CLEANING-S 51.18; CORNHUSKER STATE IND-S 524.00; CPI-SC 19061.32; CROCKER, J-SC 1155.77; CULLIGAN WATER-S 38.80; CUMMINS CENTRAL POWER-S 703.13; D&L PEST-S 332.00; D&S-S 3262.51; DANKO-S 1124.26; DELL-CO 7296.25; DEMCO-S 323.47; DEVENY-S 1732.56; DIABETIC LIVING-S 21.37; DIAMOND VOGEL-S 1118.50; DOAK, L-SC 330.83; DOUBLE D-S 40.00; EAKES-S 3613.93; ED ROEHR SAFETY PROD-S 1071.32; EDWARDS MACH-S 2171.04; ELECTRIC PUMP-S 2671.34; EMERGENCY VEHICLE PARTS-S 203.48; EMS-SC 53755.34; ESCHLIMAN TRAILER & PARTS-S 31.92; ETS CORP-S 316.41; FASTENAL-S 1418.12; FICA-PS 14911.12; FIRE SOAPS-SC 533.50; FISDAP-SC 75.00; FV CO-OP-S 20469.11; FRONTIER DOOR-S 365.00; GALLS-S 862.00; GARY'S INC-SC 2278.68; GEMPLER'S-S 274.55; GERHOLD-S 3383.63; GLASS EXPRESS-S 206.66; GOOGLE*SVCS-SC 270.83; GRAVE CONCERNS-S 432.00; GP COMM-SC 487.43; HACH-CO 49.05; HARBOR FREIGHT-S 82.92; HASLER-SC 1000.00; HAYS GROUP-SC 7500.00; HENNING BROS.-SC 59.00; HEPP, J-SC 320.83; HERITAGE SR CTR-SC 78.00; HG KLUG SONS-S 250.07; HIGH PLAINS RADIO-SC 50.00; HOBBY LOBBY-S

28.75; HOLIDAY INN-SC 263.85; FIVE POINTS BANK-SC 1515.69; IDEAL LINEN-S 288.12; IIMC-SC 95.00; INDELCO-CO 1818.30; INDUSTRIAL PROCESS TECH-CO 74026.80; ISLAND SPRINKLER-SC 471.06; J BAR J-SC 41775.80; JLB WELDING-S 266.85; JOSH'S WELDING-S 193.50; K&C GRAIN-S 31316.97; KEARNEY HUB-S 215.80; KELLEY, A-SC 37.00; KENZ & LESLIE-S 146.65; KETCH-ALL-SC 400.90; KIDS REFERENCE-S 202.89; KILDARE-S 978.98; KOHL AUTOMOTIVE-S 1134.04; KULLY PIPE-S 898.26; LAYNE CHRISTENSEN-SC 2154.03; LEAGUE OF NE-SC 240.00; LIFE-ASSIST-S 3743.20; LOUP VALLEY LIGHTING-S 171.70; MAILFINANCE-SC 1890.00; MARC-S 692.74; MC2 INC-S 873.65; MC GAZETTE-SC 582.40; MC HUMANE SOC-S 3779.30; MPPD-SC 2076.47; MC UTILITIES-SC 18343.11; CITY OF MCCOOK SELF HEALTH INSURANCE-BT 120,000.00; MCCOOKNET-SC 656.60; MCDOWELL, B-SC 320.83; MEDC-SC 27240.61; MEDICARE-PS 4116.75; MICROMARKETING-S 2236.97; MID AM PAY PHONES-SC 40.00; MID-IOWA SOLID WASTE EQUIP-CO 1393.94; MW LABS-SC 258.67; MW TURF-S 239.84; MILLER WEEDER-CO 14850.00; MNB INS-S 50.00; MOUSEL LAW-SC 4737.50; MUNICIPAL SUPPLY-S 36257.64; MUTUAL OF OMAHA-SC 827.34; NASC-SC 90.00; NE ASSOC OF TRANSPORTATION PROVIDERS-SC 50.00; NE DEPT OF ENVIRO QUALITY-SC 500.00; NE ENVIRONMENTAL PROD-S 4657.57; NE DEPT OF HEALTH LABS-SC 1209.00; NE DEPT OF REVENUE-SC 18770.27; NE LIBRARY ASSN-SC 676.97; NE SALT & GRAIN-S 3095.40; NE SECRETARY OF STATE-S 30.00; NE STATE HISTORIAL SOC-SC 40.00; NE MACHINERY-S 1053.74; NE TRUCK CENTER-S 506.05; NEENAH FOUNDRY-CO 319.06; NICK'S DIST-SC 1819.59; NORTHERN SAFETY-S 76.16; NPPD-SC 52121.00; ONE CALL CONCEPTS-SC 71.00; O'REILLY-S 25.58; ORSCHELN-S 930.02; PARDE ELEC-SC 398.56; PAUL GLENDY-S 475.00; PETERSON, L-SC 187.50; PHYSIO-CONTROL-S 21708.40; PICK W-S 140.00; PLAINS EQUIP GRP-S 5827.39; PLATTE VALLEY COMM-S 463.40; POLICE OF CR ASSOC-SC 95.00; POTTHOFF, K-SC 320.83; POWERPLAN-S 437.50; PRAIRIE WIND PC-SC 62.50; PRIDE N JOY-S 98.00; PUBLIC FINANCIAL MGMT-SC 10000.00; QUILL-S 827.12; RAPPOLD, K-SC 15.00; RBC SVC-S 706.45; RDR GEAR-S 82.95; RW CO SHERIFF-SC 19.82; RW CO COURT-SC 17.00; RW COUNTY TREAS-SC 50.00; SCHAMEL'S-S 3242.71; SCHMICK'S-S 44.68; SCHNEIDER, N-SC 35.00; SCHOLASTIC-S 29.56; SEARS-S 756.27; SENSEL WELDING-SC 38.92; SEVERN TRENT WATER-S 417.84; SIEGFRIED, B-SC 501.10; SIRCHIE FINGER PRINT

LAB-SC 43.00; SLEUTH SOFTWARE-SC 7295.80; SOURCEGAS-SC 1276.15; STERLING WEST-S 3498.00; SWANSON SIGN-SC 140.00; THOMPSON CO-S 3551.02; TITAN MACHINERY-S 828.66; TJ'S FAMILY FUN CTR-SC 180.00; TJADEN WELDING-SC 3179.62; TOP OFFICE-S 5.60; TRANE US-S 2251.25; TRANSFER STATION-S 26.00; TRANSUNION RISK-S 1.00; TREE REBATES-BT 847.00; TRIDENT FURNITURE-S 2286.12; TYLER TECH-SC 603.06; U-SAVE PHARMACY-S 164.71; ULTRAMAX AMMO-S 1149.00; UMR-SC 248603.52; UNL EXTENSION-SC 40.00; UNL MARKETPLACE-CS 112.83; USPS-SC 1372.49; UTILITY REFUNDS-BT 428.24; VAN-DIEST SUPPLY-S 9030.79; VOLZ-S 2665.38; W DESIGN-SC 26139.50; WAGNER CHEVY-S 59.55; WAGNER FORD-SC 95.63; WALMART-S 3500.00; WALTER HEATING-S 200.00; WEATHERCRAFT-SC 241608.40; WEEDIN, G-SC 320.83; WEIS FIRE-SC 25.00; WELLS FARGO-CO 39896.37; WEST CENTRAL NE AAA-SC 328.00; WESTERN ENGINEERING-S 782.00; WESTERN TIRE-S 21331.47; WILLERS, J-S 55.00; WILLIAMS FIRE-S 62.19; WOODS & AITKEN-SC 770.00; ZOLL MEDICAL-S 645.75.

-s- Lea Ann Doak
City Clerk

Publish: October 19, 2015

**CITY MANAGER'S REPORT
OCTOBER 19, 2015 CITY COUNCIL MEETING**

ITEM NO. **6H** Approve an addendum to the Fixed Base Operator Lease Agreement between Griff Malleck, d/b/a Red Willow Aviation and the City of McCook to include an additional 90' by 75' concrete slab, 12' x 14' of said concrete to be added by Red Willow Aviation at Red Willow Aviation's cost.

BACKGROUND:

Griff Malleck d/b/a Red Willow Aviation has approached the City regarding leasing additional space at the McCook Ben Nelson Regional Airport. Red Willow Aviation is the fixed base operator currently at the Airport and is in the eleventh year of a twenty year lease. Red Willow Aviation would like to rent an additional concrete slab that currently measures 76' x 63'. Red Willow Aviation would like to enlarge the slab to 90' x 75' through a concrete pour. Red Willow Aviation would use the slab for loading purposes. Adding this addendum will not adversely impact the City as the slab is currently being utilized for additional storage, but other space can be utilized for storing the items at this location. Further, rent will be increased proportionately to reflect an increase in rental space in the amount of 6,750 sq. feet at the same annual rate of 3% for the remaining life of the lease. The lease will not be extended beyond the additional agreed upon term. The remainder of the current contract will remain as is.

RECOMMENDATIONS:

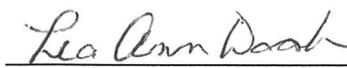
Approve an addendum to the Fixed Base Operator Lease Agreement between Griff Malleck, d/b/a Red Willow Aviation and the City of McCook to include an additional 90' by 75' concrete slab, 12' x 14' of said concrete to be added by Red Willow Aviation at Red Willow Aviation's cost.

APPROVALS:



Nathan A. Schneider, City Manager

October 14, 2015



Lea Ann Doak, City Clerk

October 14, 2015

ADDENDUM TO FIXED BASE OPERATOR LEASE AGREEMENT

THIS ADDENDUM is made and entered into by and between GRIFF MALLECK, d/b/a Red Willow Aviation (hereinafter referred to as the "Lessee"), and the City of McCook, Nebraska, a municipal corporation (hereinafter referred to as the "City").

WHEREAS, Lessee and the City entered into a *Fixed Base Operator Lease Agreement* dated May 2, 2005 (herein referred to as the "Agreement") wherein Lessee leased the following described property from the City for an initial term of 20 years, to wit:

A tract of land on the McCook Regional Airport, said leased tract being all of a tract commencing at a point on the building restriction line—the building restriction line being a line parallel to Runway 03/21 and offset from the centerline of the runway 650'—the point being 1,254' from the centerline of Runway 12/30 measured along the building restriction line to the point of beginning; From this point thence northwest perpendicular to the building restriction line a distance of 191'; thence southwest parallel to the building restriction line for a distance of 143'; thence northwest perpendicular to the building restriction line a distance of 126'; thence southwest parallel to the building restriction line for a distance of 224'; thence southeast perpendicular to the building restriction line a distance of 317' to the building restriction line; thence northeast 367' along the building restriction line to the point of beginning.

WHEREAS, Lessee now desires to lease the following described property from the City:

A tract of land on the McCook Municipal Airport, said leased tract being all of a tract commencing at a point on the building restriction line—the building restriction line being a line parallel to Runway 04/22 and offset from the centerline of the runway 650' --- the point being 2,299' from the centerline of Runway 12/30 measured along the building restriction line to the point of beginning; From this point thence southwest along the building restriction line a distance of 90'; thence northwest perpendicular to the building restriction line for a distance of 75'; thence northeast parallel to the building restriction line a distance of 90'; thence southeast perpendicular to the building restriction line for a distance of 75' to the point of beginning.

(hereinafter referred to as the "Subject Property")

WHEREAS, the Subject Property currently has a concrete pad on it that is approximately 63' by 76' in size. Lessee wishes to increase the size of said concrete pad by adding an additional 12 feet of concrete to the west side of the existing concrete pad and an additional 14 feet of concrete to the north side of the existing concrete pad. After the concrete is added, the Subject Property will have approximately 6,750 sq. ft. of concrete pad that Lessee wishes to lease.

WHEREAS, Lessee wishes to lease the Subject Property under substantially similar terms and conditions as are found in the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and

other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSEE and CITY agree as follows:

The *Agreement* is specifically amended/modified as follows:

SECTION 2. The City hereby leases to the Lessee the following described site on the McCook Regional Airport for the purposes as hereinafter set out, said site hereinafter referred to as the "Premises" as shown on Exhibit "A" attached to this agreement:

A tract of land on the McCook Regional Airport, said leased tract being all of a tract commencing at a point on the building restriction line—the building restriction line being a line parallel to Runway 03/21 and offset from the centerline of the runway 650’—the point being 1,254’ from the centerline of Runway 12/30 measured along the building restriction line to the point of beginning; From this point thence northwest perpendicular to the building restriction line a distance of 191’; thence southwest parallel to the building restriction line for a distance of 143’; thence northwest perpendicular to the building restriction line a distance of 126’; thence southwest parallel to the building restriction line for a distance of 224’; thence southeast perpendicular to the building restriction line a distance of 317’ to the building restriction line; thence northeast 367’ along the building restriction line to the point of beginning;

AND

A tract of land on the McCook Municipal Airport, said leased tract being all of a tract commencing at a point on the building restriction line—the building restriction line being a line parallel to Runway 04/22 and offset from the centerline of the runway 650’ --- the point being 2,299’ from the centerline of Runway 12/30 measured along the building restriction line to the point of beginning; From this point thence southwest along the building restriction line a distance of 90’; thence northwest perpendicular to the building restriction line for a distance of 75’; thence northeast parallel to the building restriction line a distance of 90’; thence southeast perpendicular to the building restriction line for a distance of 75’ to the point of beginning.

SECTION 3. LEASE PAYMENT. The Lessee shall pay to the City the amount of \$2,000.00 per year for the period beginning June 1, 2005 through May 31, 2006 as rent in compensation to the City for the Lessee’s right to use the above-described tract as herein specified. Thereafter the annual rental amount shall increase three percent (3%) each year until June 1, 2015 when Lessee’s rent shall increase \$184 plus the additional three percent (3%) increase. Thereafter the annual rental amount shall increase three percent (3%) each year during the term of the lease as follows:

| <u>RENTAL PERIOD</u> | <u>RENTAL</u> |
|-----------------------------------|---------------|
| June 1, 2006 through May 31, 2007 | \$2,060.00 |
| June 1, 2007 through May 31, 2008 | \$2,122.00 |
| June 1, 2008 through May 31, 2009 | \$2,186.00 |

| | |
|-----------------------------------|------------|
| June 1, 2009 through May 31, 2010 | \$2,252.00 |
| June 1, 2010 through May 31, 2011 | \$2,320.00 |
| June 1, 2011 through May 31, 2012 | \$2,390.00 |
| June 1, 2012 through May 31, 2013 | \$2,462.00 |
| June 1, 2013 through May 31, 2014 | \$2,536.00 |
| June 1, 2014 through May 31, 2015 | \$2,612.00 |
| June 1, 2015 through May 31, 2016 | \$2,874.00 |
| June 1, 2016 through May 31, 2017 | \$2,960.00 |
| June 1, 2017 through May 31, 2018 | \$3,048.00 |
| June 1, 2018 through May 31, 2019 | \$3,139.00 |
| June 1, 2019 through May 31, 2020 | \$3,233.00 |
| June 1, 2020 through May 31, 2021 | \$3,329.00 |
| June 1, 2021 through May 31, 2022 | \$3,428.00 |
| June 1, 2022 through May 31, 2023 | \$3,530.00 |
| June 1, 2023 through May 31, 2024 | \$3,635.00 |
| June 1, 2024 through May 31, 2025 | \$3,744.00 |

The lease payment will be due annually in advance with the first payment being made on June 1, 2005 and each subsequent payment being due on June 1 of each subsequent year thereafter that this lease shall remain in effect. Time is of the essence of this Agreement. Any failure to make payment when due shall constitute default.

SECTION 7. COVENANT OF THE LESSEE. The Lessee covenant with the City:

m) The Lessee shall, at his own expense, bear all expense of any and all approved concrete work within the Premises.

Except as expressly changed or modified as set forth hereinbefore, all other terms and conditions of the Agreement are hereby ratified and shall continue in full force and effect.

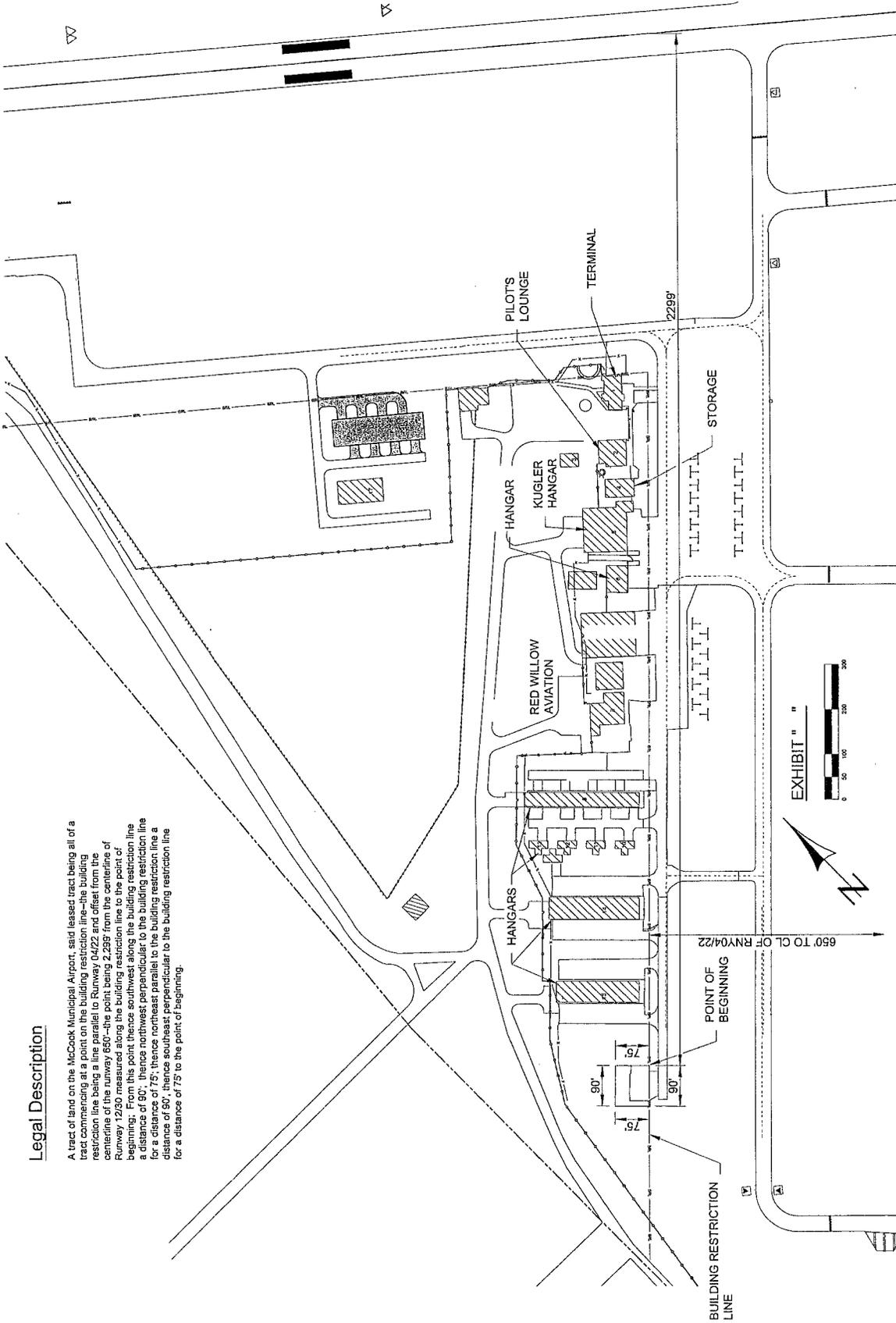
DATED this _____ day of October, 2015.

GRIFF MALLECK, d/b/a Red Willow Aviation

Michael Gonzales, Mayor

Legal Description

A tract of land on the McCook Municipal Airport, said leased tract being all of a tract commencing at a point on the building restriction line—the building restriction line being a line parallel to Runway 04/22 and offset from the centerline of the runway 650'—the point being 2,298' from the centerline of Runway 12/30 measured along the building restriction line to the point of beginning; From this point thence southwest along the building restriction line a distance of 90'; thence northwest perpendicular to the building restriction line for a distance of 75'; thence northeast parallel to the building restriction line a distance of 90'; thence southeast perpendicular to the building restriction line for a distance of 75' to the point of beginning.



LEASE DESCRIPTION
RED WILLOW AVIATION
BEN NELSON REGIONAL AIRPORT

WDA
DESIGN ASSOCIATES
 Consulting Engineers and Architects
 McCook, Nebraska 69001
 Hastings, Nebraska 68001

| |
|----------------------|
| DWG: M101-LEAS |
| DRAWN: A.M. FETERSON |
| CHECKED: |
| REVISIONS: |
| |
| |
| |
| |
| |
| |

DATE: OCT 2015

FIXED BASE OPERATOR LEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between Griff Malleck, d/b/a Red Willow Aviation, hereinafter referred to as the "Lessee", and the City of McCook, Nebraska, hereinafter referred to as the "City".

THIS AGREEMENT is entered into for the purpose of leasing a site to the Lessee for the operation of a Fixed Base Operator business including the location of buildings and the provision of services contingent therewith. Also, this agreement is entered into for the purpose of establishing the compensation to be paid to the City for such lease, the manner and conditions under which the site may be used, and the responsibilities and authority of the parties involved.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE LESSEE AND THE CITY AS FOLLOWS:

SECTION 1. THIS AGREEMENT is conditioned upon the approval of the construction of the building and other improvements provided for in this lease by the Federal Aviation Administration ("FAA"). Lessee agrees to submit the Form 7460 to the FAA in order to receive approval for such construction and provide verification to the City Manager of City that such form has been properly submitted and that such construction of the building and other improvements have been approved by the FAA.

SECTION 2. The City hereby leases to the Lessee the following described site on the McCook Regional Airport for the purposes as hereinafter set out, said site hereinafter referred to as the "Premises" as shown on Exhibit "A" attached to this agreement:

A tract of land on the McCook Regional Airport, said leased tract being all of a tract commencing at a point on the building restriction line—the building restriction line being a line parallel to Runway 03/21 and offset from the centerline of the runway 650—the point being 1,254' from the centerline of Runway 12/30 measured along the building restriction line to the point of beginning; From this point thence northwest perpendicular to the building restriction line a distance of 191'; thence southwest parallel to the building restriction line for a distance of 143'; thence northwest perpendicular to the building restriction line a distance of 126'; thence southwest parallel to the building restriction line for a distance of 224'; thence southeast perpendicular to the building restriction line a distance of 317' to the building restriction line; thence northeast 367' along the building restriction line to the point of beginning.

SECTION 3. LEASE PAYMENT. The Lessee shall pay to the City the amount of \$2,000.00 per year for the period beginning June 1, 2005 through May 31, 2006 as rent in compensation to the City for the Lessee's right to use the above-described tract as herein specified. Thereafter the annual rental amount shall increase three percent (3%) each year during the term of the lease as follows:

| <u>Rental Period</u> | <u>Rental</u> |
|-----------------------------------|---------------|
| June 1, 2006 through May 31, 2007 | \$2,060.00 |
| June 1, 2007 through May 31, 2008 | \$2,122.00 |
| June 1, 2008 through May 31, 2009 | \$2,186.00 ✓ |
| June 1, 2009 through May 31, 2010 | \$2,252.00 ✓ |
| June 1, 2010 through May 31, 2011 | \$2,320.00 ✓ |
| June 1, 2011 through May 31, 2012 | \$2,390.00 |

| | |
|-----------------------------------|------------|
| June 1, 2012 through May 31, 2013 | \$2,462.00 |
| June 1, 2013 through May 31, 2014 | \$2,536.00 |
| June 1, 2014 through May 31, 2015 | \$2,612.00 |
| June 1, 2015 through May 31, 2016 | \$2,690.00 |
| June 1, 2016 through May 31, 2017 | \$2,771.00 |
| June 1, 2017 through May 31, 2018 | \$2,854.00 |
| June 1, 2018 through May 31, 2019 | \$2,940.00 |
| June 1, 2019 through May 31, 2020 | \$3,028.00 |
| June 1, 2020 through May 31, 2021 | \$3,119.00 |
| June 1, 2021 through May 31, 2022 | \$3,213.00 |
| June 1, 2022 through May 31, 2023 | \$3,309.00 |
| June 1, 2023 through May 31, 2024 | \$3,408.00 |
| June 1, 2024 through May 31, 2025 | \$3,510.00 |

The lease payment will be due annually in advance with the first payment being made on June 1, 2005 and each subsequent payment being due on June 1 of each subsequent year thereafter that this lease shall remain in effect. Time is of the essence of this Agreement. Any failure to make payment when due shall constitute default.

SECTION 4. TERM. This lease shall be for a term of twenty (20) years commencing on June 1, 2005. Prior to the expiration of this lease, the parties may agree to extend this lease under such terms and conditions as may be mutually agreed upon by the parties.

SECTION 5. LESSEE'S COMMITMENT TO OFFER FIXED BASE OPERATOR SERVICES. This agreement and lease is issued to the Lessee based upon the Lessee's representation and commitment that the Lessee will offer to the public at the McCook Regional Airport a full range of aeronautical services including the following:

Aircraft sales; air frame and power plant repair; aircraft rental; flight training; aircraft fuel and oil dispensing service; and aircraft storage service. Lessee must also offer charter service and/or aerial application service.

The Lessee may provide at its option additional services including but not limited to the following:

Glider instruction; air ambulance; instrument repair; and aerial advertising.

The Fixed Base Operator shall comply with all provisions of Resolution No. 718 attached as Exhibit "B" in the provision of services which he is committed to provide and in conducting the general operation of his business on the McCook Regional Airport.

SECTION 6. COVENANTS OF THE CITY. The City covenants with the Lessee as follows:

- a) the Lessee shall have the right to the non-exclusive use of the City's landing field, runways, and other facilities subject to all reasonable rules and regulations of the City and subject to Federal Air Regulations;
- b) the Lessee shall have the non-exclusive right and privilege to sell gas and oil products at said leased premises.

SECTION 7. COVENANTS OF THE LESSEE. The Lessee covenants with the City:

- a) to furnish good, prompt and efficient service adequate to meet all demands for its service at the airport;

- b) to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof;
- c) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service; provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers;
- d) to fully comply with the regulations and minimum standards as amended by the City from time to time when such standards or regulations have been approved by the Federal Aviation Administration;
- e) in the use of the premises or in the exercise of the rights granted hereunder, the Lessee will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 15 of the Office of the Secretary of Transportation. (The City reserves the right to take such actions as the United States Government may direct to enforce this covenant.);
- f) to exercise reasonable care to prevent the operation of airplanes on the McCook Regional Airport by unauthorized persons;
- g) to keep said premises and the equipment installed thereon in a neat, safe and sanitary condition and in good order and repair, and shall so manage and operate so as not to endanger the lives or property of others;
- h) the Lessee shall neither sell nor assign this Lease or sublet any of the premises nor grant any interest, privilege or license whatsoever in connection with this lease without first obtaining permission from the City in writing which shall not unreasonably be withheld. The City shall not grant permission to assign this lease unless: (a) at the time of such assign, sublet or other conveyance this Lease is in full force and effect; (b) Lessor is given notice of the Lessee's intention to assign or sublease the lease and its proposed effective date at least thirty (30) days prior to the proposed effective date; (c) such proposed assignment or sublease is in writing; (d) such assignment includes the unexpired balance of the lease term; (e) every assignee or Sublessee assumes this Lease, and (f) the Lessee provides sufficient written information to the City establishing the creditworthiness of the proposed Sublessee or Assignee.
- i) the Lessee shall exercise due diligence at all times in the protection of the premises against damage or destruction by fire or other casualty.
- j) the Lessee shall, at his own expense, demolish Hangar Building No. 9 and dispose of debris.
- k) the Lessee shall contract for in its own name and shall pay for all utility services rendered or furnished to the Premises, including heat, air conditioning, water, gas, electricity, sewer rental and sewage treatment facilities and the like, together with all taxes levied or charged on such utilities.
- l) the Lessee, in addition to the annual rent charged by City to Lessee, shall pay all real estate taxes and special assessments levied upon the premises, upon the Lessee, or upon the buildings and improvements thereon which are assessed during the lease term. Taxes and special assessments shall be deemed payable

immediately prior to the date they would become delinquent. Lessee shall be required to pay real estate taxes and special assessments which are based upon the periods of time included within the terms of this Lease and any renewals thereof even though not payable to the taxing authority until after the term of this Lease. Lessee shall pay said taxes directly to the taxing authority.

SECTION 8. RESERVATIONS OF THE CITY. The City reserves the following:

- a) The City reserves the right to repair and maintain the landing area of the airport and all publicly owned facilities of the airport together with the right to direct and control all activities of the Lessee in this regard.
- b) the City reserves the right to operate, maintain the airport and further develop and improve the landing area, ramp, taxiways, and all publicly owned air navigational facilities of the airport as it sees fit, regardless of the desires of use of the Lessee and without interference or hindrance;
- c) the City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the airport which in the opinion of the City would limit the usefulness of the airport or constitute a hazard to aircraft;
- d) the City reserves the right during time of war or national emergency to enter into an agreement with the united States Government for military or naval use, a part or all of the landing area, publicly owned air navigational facilities, and/or other areas or facilities of the airport, including the leased premises. If any such agreement is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the agreement with the government shall be suspended;
- e) the City reserves a free and unrestricted right of flight for passage of aircraft and the air space above the surface of the premises herein leased, together with the right to cause in such airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operation on or about the McCook Regional Airport for use and benefit of the public;
- f) the City reserves to itself and to the officers, agents, and employees of the military forces of the United States, the right to enter upon said premises during normal business hours for the purpose of its protection and inventory and what otherwise would seem unnecessary for protection of the interest of the City and the United States Government and the Lessee shall have no claim of any character or account thereof against the United States, the City, or any officer, agent, or employee of either.

SECTION 9. GENERAL CONDITIONS.

- a) the City shall not be responsible to the Lessee for any damages or claims on account of damages to the Lessee or its property, persons or employees arising from the manner of storage of any aircraft, fire in hangar, conditions of the flying field or flying facilities, failure of the lighting or navigational facilities or for the use made of the airport by any other person;

- b) the Lessee is and shall be an independent contractor responsible to all parties for all of its acts or omissions and the City shall in no way be responsible therefore;
- c) the City shall not be liable to the Lessee for any injury or damages resulting from any defect in the condition of the premises or for any damage that may result from a negligent action of any tenant or other Lessee of the City or from the use of said airport by any other person in any manner whatsoever;
- d) the Lessee has inspected and knows the conditions of the leased premises and it is understood that the same is hereby leased without any representation or warranty by the City whatsoever and without obligation on the part of the City to make any alterations, repairs or additions thereto;
- e) the Lessee shall not construct any permanent structures on said premises and shall not construct any temporary structure or advertising thereon without the prior written consent of the City;
- f) any property of the City's which is damaged or destroyed by the Lessee incidental to the Lessee's use and occupation of the premises, ordinary wear and tear accepted, shall be promptly repaired or replaced by the Lessee to the satisfaction of the City or in lieu of such repair or replacement, the Lessee shall if so required by the City, pay to the City or to the City's assignee an amount sufficient to compensate for the loss sustained by the City by reason of damages to or destruction of property belonging to the City;
- g) this lease is made subject to all the reservations and provisions of Section 581 of the Atomic Energy Act of 1946 (60STAT.761) and is further subject to all existing and future oil, gas and mineral leases upon said property;
- h) nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958;
- i) this agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America relative to the maintenance, operation or development of the airport;
- j) the Lessee shall be responsible for the removal of the snow from the premises as hereinabove described in such fashion as may be deemed necessary in order to utilize the premises as intended.

SECTION 10. DEFAULT. If the Lessee shall fail to pay any rent which is due under the provisions of this lease or violate any of the covenants made by the Lessee herein, this agreement may at the option of the City be cancelled and the City may enter upon said premises and remove all persons and property therefrom using whatever means are necessary to do so.

SECTION 11. TERMINATION. On or before the date of the expiration of this lease or termination thereof, the Lessee shall at his own cost vacate the leased premises, remove property of the Lessee therefrom and restore the leased property to as good of order and condition as that existing upon the premises at the date of commencement of this lease, less ordinary wear and tear.

SECTION 12. RIGHT OF FIRST REFUSAL. The City shall have a first right of refusal for purchase of the shop-type airplane hangar buildings and other structures or buildings which

may from time to time be authorized and constructed by Lessee on the premises. The purchase price of such structures shall be determined by a process of appraisal whereby the City will appoint a registered appraiser and the Lessee shall likewise appoint a registered appraiser. The two registered appraisers so appointed and retained shall select a third registered appraiser. The purchase price of the building shall be the average of the three appraisal amounts computed by each appointed and retained appraiser as hereinbefore set forth. The City shall have thirty (30) days from the date that the appraisal is certified and delivered to the City and the Lessee to extend an offer to the Lessee for the amount in the appraisal. Upon receipt of such offer, the Lessee is bound to accept it and transfer the property to the City for such amount. If the City chooses not to purchase any or all of the property owned by the Lessee on the site, the Lessee may proceed to dispose of the property or have it removed from the premises as may be deemed appropriate. All such disposition shall be concluded within sixty (60) days after the termination of the lease after which the City shall have the right to clear the premises of the Lessee's property.

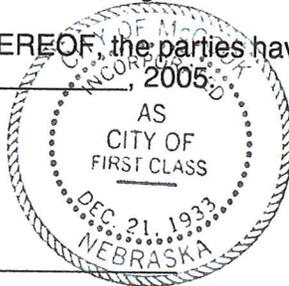
SECTION 13. HOLD HARMLESS. The Lessee hereby agrees to indemnify and hold the City and its employees and officers harmless from and against any and all liability for losses caused by the Lessee's acts, in connection with the use or occupancy of the demised premises and the business operated therefrom.

SECTION 14. EFFECT OF AGREEMENT. This agreement shall bind and the benefits therefrom shall enure to the respective parties thereto, their representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement this 2nd day of May, 2005.

ATTEST:

Lea Ann Doak
Lea Ann Doak, City Clerk



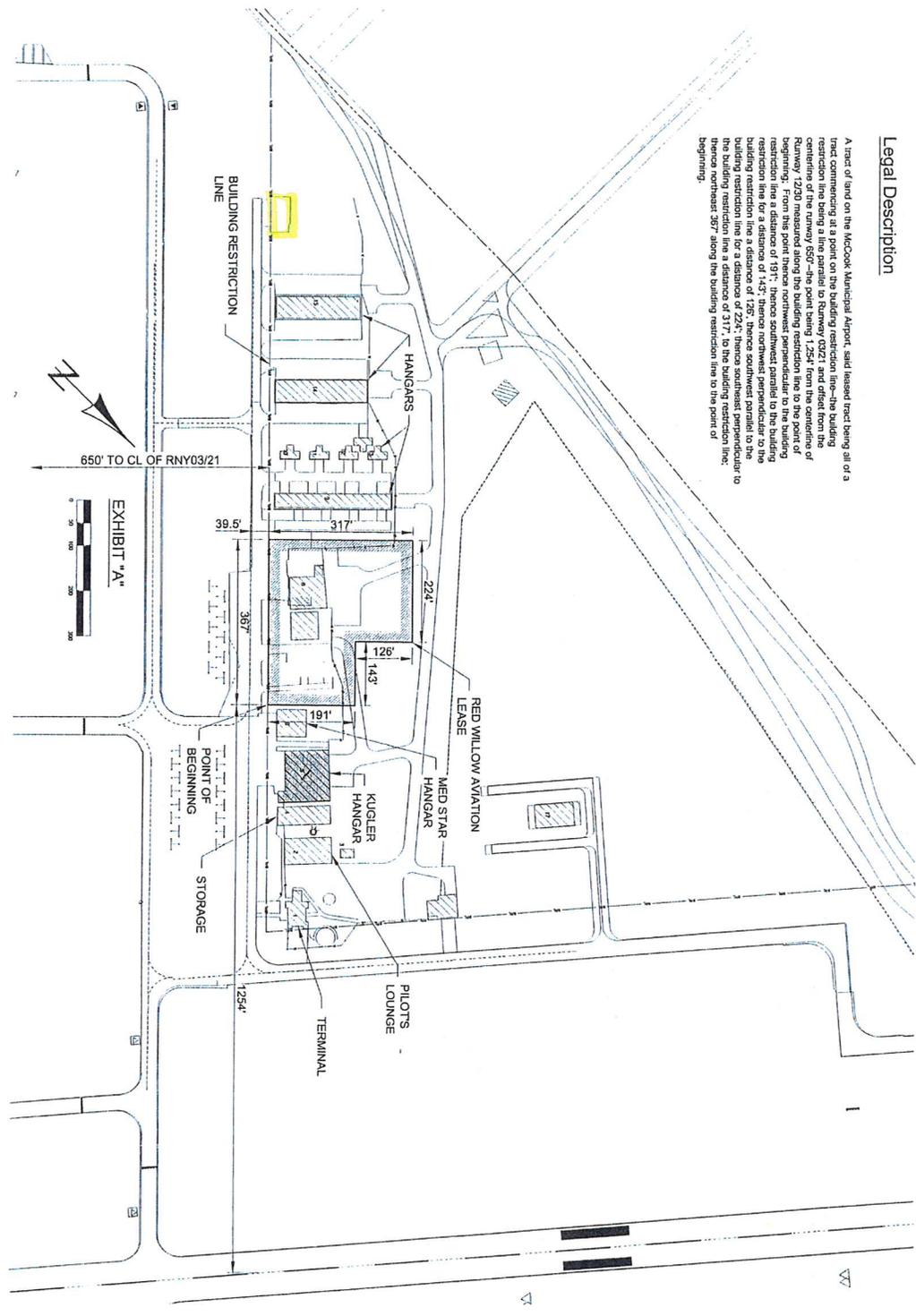
CITY OF MCCOOK, NEBRASKA

Dennis Berry
Dennis Berry, Mayor

Griff Malleck
Griff Malleck,
d/b/a Red Willow Aviation

Legal Description

A tract of land on the McCook Municipal Airport, said leased tract being all of a tract commencing at a point on the building restriction line—the building restriction line—thence north 85° 48' 48" west 1,254' from the centerline of the runway 650'—the point being 1,254' from the centerline of Runway 1220 measured along the building restriction line to the point of beginning. From this point thence northwest perpendicular to the building restriction line a distance of 191', thence southwest parallel to the building restriction line for a distance of 143', thence northwest perpendicular to the building restriction line a distance of 126', thence southwest parallel to the building restriction line a distance of 122', thence southwest perpendicular to the building restriction line a distance of 317', to the building restriction line, thence northeast 367' along the building restriction line to the point of beginning.



LEASE DESCRIPTION
RED WILLOW AVIATION
MCCOOK MUNICIPAL AIRPORT

WDA W DESIGN ASSOCIATES
 Consulting Engineers and Architects
 McCook, Nebraska 69001
 Hastings, Nebraska 68901

| | |
|------------|---------------|
| DATE: | FEB 2001 |
| DWG: | 811-01 LEASE |
| DRAWN: | A.M. PETERSON |
| CHECKED: | |
| REVISIONS: | |

THIS PLAN IS THE PROPERTY OF WDA AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF WDA. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN.

RESOLUTION NO. 718

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF McCOOK, NEBRASKA:

THAT ALL PERSONS, ORGANIZATIONS AND FIRMS (HEREINAFTER CALLED OPERATOR) ENGAGED IN COMMERCIAL AERONAUTICAL ACTIVITIES AT THE McCOOK MUNICIPAL AIRPORT WILL BE DULY REGISTERED, AND POSSESS A CURRENT LEASE AGREEMENT ISSUED BY THE CITY OF McCOOK, NEBRASKA, AND SHALL AGREE IN WRITING TO ACCEPT AND COMPLY WITH THE FOLLOWING RULES GOVERNING AIRPORT USE AND MINIMUM STANDARDS OF OPERATION AND SERVICE.

1. OPERATORS OFFERING SERVICE TO ITINERANT AIRCRAFT, PASSENGERS, STUDENTS AND OTHER INDIVIDUALS SHALL BE AVAILABLE DURING NORMAL BUSINESS HOURS.

2. OPERATORS SHALL MAINTAIN APPROVED FIRE EXTINGUISHERS AND SHALL CONFORM TO GENERALLY ACCEPTED RULES OF GOOD PRACTICE IN PREVENTING FIRE HAZARDS.

3. ANY PERSONNEL EMPLOYED BY OPERATOR SHALL BE OF GOOD MORAL CHARACTER AND SHALL BE ADEQUATELY SUPERVISED, TRAINED AND CERTIFIED TO PERFORM SERVICES FOR WHICH THEY ARE EMPLOYED.

4. OPERATOR SHALL MAINTAIN SPACE UNDER OPERATOR'S CONTROL FREE OF TRASH, SNOW AND IN A CLEAN AND ORDERLY CONDITION.

5. PRICES CHARGED FOR COMMODITIES AND SERVICES SHALL NOT BE EXCESSIVE.

6. OPERATOR SHALL NOT SUBLEASE WITHOUT CITY COUNCIL APPROVAL.

7. IF REQUESTED BY THE CITY COUNCIL TO DO SO OPERATOR SHALL PROVIDE EVIDENCE OF FINANCIAL RESPONSIBILITY AND CURRENCY WITH RESPECT TO PAYMENT OF TAXES.

8. THE OPERATOR SHALL INDEMNIFY, DEFEND AND SAVE THE CITY OF McCOOK, ITS AUTHORIZED AGENTS, OFFICERS, REPRESENTATIVES, AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL PENALTIES, LIABILITY, OR ANNOYANCE OR LOSS RESULTING FROM CLAIMS OR COURT ACTION, WHETHER CIVIL, CRIMINAL OR IN EQUITY AND ARISING INDIRECTLY OUT OF ACTS OF OPERATOR, HIS (ITS) AGENTS, SERVANTS, GUESTS OR BUSINESS VISITORS OR BY REASON OF ANY ACT OR OMISSION OF SUCH PERSONS.

9. ANY AGREEMENT BETWEEN AN OPERATOR AND THE CITY OF McCOOK SHALL BE SUBORDINATE TO THE PROVISIONS OF ANY EXISTING OR FUTURE AGREEMENT BETWEEN THE CITY AND THE UNITED STATES AND/OR THE STATE OF NEBRASKA, RELATIVE TO THE OPERATION OR MAINTENANCE OF THE AIRPORT, THE EXECUTION OF WHICH HAS BEEN OR MAY BE REQUIRED AS A CONDITION PRECEDENT TO THE EXPENDITURE OF FEDERAL FUNDS FOR THE DEVELOPMENT OF THE AIRPORT. OPERATOR SHALL AGREE TO SUBJECT TO AND COMPLY WITH THE PROVISIONS OF PARAGRAPH 2, 3 AND 4, PART III, "SPONSOR'S ASSURANCE" PROMULGATED BY THE FAA A COPY OF WHICH SHALL BE ATTACHED TO AND MADE A PART OF ANY AGREEMENT BETWEEN OPERATOR AND THE CITY.

10. OPERATORS ENGAGED IN THE SALE OF AVIATION FUEL PRODUCTS TO USERS OF THE AIRPORT SHALL MEET THE FOLLOWING REQUIREMENTS:

(A) OPERATOR SHALL MAINTAIN OFFICE SPACE ON THE AIRPORT.

(B) OPERATOR SHALL PROVIDE STORAGE CAPACITY FOR 80 OCTANE AND 100 OCTANE GASOLINE SUFFICIENT FOR NORMAL OPERATING CONDITIONS.

EXHIBIT B

(C) MOBILE AND FIXED STORAGE AND PUMPING FACILITIES SHALL MEET APPLICABLE SAFETY REQUIREMENTS, AND SHALL HAVE RELIABLE METERING DEVICES WHICH SHALL BE SUBJECT TO INDEPENDENT INSPECTION.

(D) OPERATOR SHALL BE EQUIPPED TO PERFORM MINOR REPAIRS AND SHALL PROVIDE TOOLS, JACKS, TOWING EQUIPMENT AND TIRE REPAIR EQUIPMENT NECESSARY TO PERFORM SUCH MINOR REPAIR.

(E) OPERATOR SHALL INSTALL AND USE AT ALL FUELING LOCATIONS, ADEQUATE GROUNDING DEVICES TO ELIMINATE THE HAZARDS OF STATIC ELECTRICITY.

(F) OPERATOR SHALL FURNISH A CONVENIENTLY LOCATED, HEATED WAITING ROOM FOR PASSENGERS AND CREW OF ITINERANT AIRCRAFT WHILE BEING FUELED INCLUDING SANITARY REST ROOM.

(G) OPERATOR SHALL REMOVE SNOW AND OTHERWISE MAINTAIN IN SANITARY CONDITION THE FUELING AREA OCCUPIED BY HIM.

11. OPERATORS ENGAGED IN FLIGHT TRAINING ACTIVITIES SHALL MEET THE FOLLOWING REQUIREMENTS:

(A) OPERATOR SHALL MAKE AVAILABLE ON A FULL-TIME BASIS CURRENTLY CERTIFICATED PILOTS AND INSTRUCTORS.

(B) OPERATOR SHALL MAKE AVAILABLE CURRENTLY CERTIFICATED AND CONTINUOUSLY AIRWORTHY AIRCRAFT OF TYPES COMPATIBLE WITH THE TRAINING PROPOSED.

(C) OPERATOR SHALL MAKE AVAILABLE CLASSROOM SPACE AND ADEQUATE REST ROOM FACILITIES.

(D) OPERATOR OR INSTRUCTORS EMPLOYED BY OPERATOR SHALL MAINTAIN CONTINUING ABILITY TO MEET REQUIREMENTS FOR CERTIFICATION BY FAA ON NEBRASKA DEPARTMENT OF AERONAUTICS TO CONDUCT THE TRAINING OFFERED.

12. OPERATORS ENGAGED IN OFFERING AIRCRAFT CHARTER AND TAXI SERVICE SHALL MEET THE FOLLOWING REQUIREMENTS:

(A) OPERATOR SHALL MAKE AVAILABLE ON A CONTINUING BASIS A QUALIFIED PILOT, AND A CURRENTLY CERTIFIED AIRCRAFT EQUIPPED AS PROVIDED FOR IN FAA REGULATIONS.

(B) OPERATOR SHALL FURNISH A CONVENIENTLY LOCATED HEATED WAITING ROOM FOR PASSENGERS AND CREW MEMBERS FOR EMBARKATION AND DISEMBARKATION.

(C) OPERATOR SHALL MAKE AVAILABLE ADEQUATE REST ROOM FACILITIES.

13. OPERATORS OFFERING AIRCRAFT, ENGINE AND ACCESSORY MAINTENANCE SHALL MEET THE FOLLOWING REQUIREMENTS:

(A) OPERATOR SHALL PROVIDE SUFFICIENT HANGAR, SHOP AND STORAGE SPACE FOR SERVICING AT LEAST THREE SINGLE ENGINE AIRCRAFT AT A TIME.

(B) OPERATOR SHALL MAKE AVAILABLE, DURING NORMAL BUSINESS HOURS, QUALIFIED, FULL-TIME CERTIFICATED TECHNICIANS IN THE FIELDS OF AIR FRAME, MAINTENANCE AND ENGINE MAINTENANCE, AND SHALL MAKE AVAILABLE TOOLS AND EQUIPMENT NECESSARY TO SUCH MAINTENANCE SERVICE.

14. OPERATORS ENGAGED IN CROP DUSTING OR SERVICE SHALL MEET THE FOLLOWING REQUIREMENTS:

(A) OPERATOR MUST POSSESS A CURRENT CERTIFICATE OF WAIVER ISSUED BY THE FEDERAL AVIATION AGENCY AS WELL AS A CURRENT AGRICULTURAL AVIATION CERTIFICATE ISSUED BY THE NEBRASKA DEPARTMENT OF AERONAUTICS.

(B) OPERATOR MUST OBTAIN FROM THE CITY OF MCCOOK A LEASE AGREEMENT INCLUDING A DESIGNATED LOCATION ON THE AIRPORT FROM WHICH HE WILL OPERATE.

(C) OPERATOR SHALL PROVIDE SUITABLE ARRANGEMENT FOR THE SAFE LOADING, UNLOADING, STORAGE AND CONTAINMENT OF NOXIOUS CHEMICAL MATERIAL. ALL EMPTY CHEMICAL CONTAINERS WILL BE HANDLED AND DISPOSED OF AS REQUIRED BY LAW.

(D) OPERATOR SHALL MAKE AVAILABLE AIRCRAFT SUITABLY EQUIPPED FOR AGRICULTURAL OPERATIONS WITH ADEQUATE SAFEGUARDS AGAINST SPILLAGE ON RUNWAYS AND TAXIWAYS OR DISPERSAL BY WIND FORCE TO OTHER OPERATIONAL AREAS OF THE AIRPORT.

15. OPERATORS ENGAGED IN THE BUSINESS OF AIRCRAFT RENTAL AND SALES SHALL MEET THE FOLLOWING REQUIREMENTS:

(A) OPERATOR SHALL MAKE AVAILABLE DURING NORMAL BUSINESS HOURS CERTIFICATED AND CURRENTLY AIRWORTHY AIRCRAFT COMMENSURATE WITH THE SCOPE OF THE PLANNED ACTIVITY.

(B) OPERATOR SHALL PROVIDE SATISFACTORY ARRANGEMENTS FOR REPAIR AND SERVICE OF AIRCRAFT AT THE AIRPORT DURING ANY GUARANTEE PERIOD.

16. OPERATOR SHALL AGREE THAT THE CITY RESERVES THE RIGHT TO TAKE ANY ACTION IT CONSIDERS NECESSARY TO PROTECT THE AERIAL APPROACHES OF THE AIRPORT AGAINST OBSTRUCTION, TOGETHER WITH THE RIGHT TO PREVENT THE USER FROM ERECTING, OR PERMITTING TO BE ERECTED, ANY BUILDING OR OTHER STRUCTURE ON THE AIRPORT WHICH IN THE OPINION OF THE CITY WOULD LIMIT THE USEFULNESS OF THE AIRPORT OR CONSTITUTE A HAZARD TO AIRCRAFT.

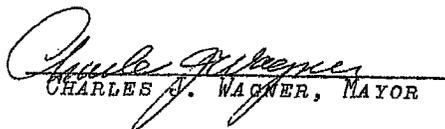
17. OPERATOR SHALL AGREE TO CONDUCT ALL FLIGHT AND GROUND OPERATIONS ON, AT, OR NEAR THE AIRPORT IN ACCORDANCE WITH PROPER RULES AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION OVER SUCH OPERATION, INCLUDING (BUT NOT LIMITED TO) THE CIVIL AERONAUTICS BOARD, THE FEDERAL AVIATION AGENCY, THE NEBRASKA DEPARTMENT OF AERONAUTICS, AND APPROPRIATE POLITICAL SUBDIVISIONS.

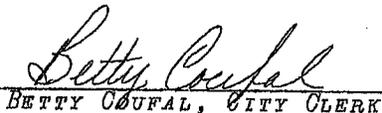
18. OPERATOR SHALL NOT TRANSFER OR ASSIGN ANY AGREEMENT NOR ANY PRIVILEGES THEREUNDER VOLUNTARILY OR INVOLUNTARILY, WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY.

19. SHOULD OPERATOR FAIL TO OBSERVE ANY PROVISIONS OF AN AGREEMENT, WRITTEN NOTICE (WARNING) OF SUCH DELINQUENCY SHALL BE GIVEN BY THE CITY; IF SUCH DELINQUENCY CONTINUES UNCURED FOR 30 DAYS AFTER RECEIPT OF SUCH NOTICE, THE CITY MAY ELECT TO TERMINATE ANY AGREEMENT IN ITS ENTIRETY OR AS TO ANY PORTION OF THE PREMISES COVERED THEREBY, SUCH ELECTION TO TERMINATE SHALL BE INDICATED BY AN ADDITIONAL NOTICE TO OPERATOR.

ADOPTED THIS 21st DAY OF FEBRUARY, 1966.

ATTEST:


CHARLES N. WAGNER, MAYOR


BETTY COUFAL, CITY CLERK

**CITY MANAGER'S REPORT
OCTOBER 19, 2015 CITY COUNCIL MEETING**

ITEM: **61**

RECOMMENDATION:

Receive and file the minutes of the October 12, 2015 Planning Commission meeting.

BACKGROUND:

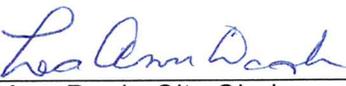
Receive minutes from the various board and commission meetings.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

Receive and file the minutes of the October 12, 2015 Planning Commission meeting.

APPROVALS:



Lea Ann Doak, City Clerk

October 15, 2015

**MCCOOK PLANNING COMMISSION
REGULAR MEETING**

MINUTES

**Monday - October 12, 2015
5:15 P.M. - City Council Chambers**

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

Absent: Commissioners Hilker, Siegfried.

Chair Vosburg 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 APRIL 13, 2015 REGULAR MEETING.

Upon a motion by Commissioner Shipshock, seconded by Commissioner Vosburg, the Commission voted to approve the minutes of the April 13, 2015 meeting. The motion passed upon the following roll call vote: YEA: Vosburg, Dueland, Garey-Vickers, Harpst, Lyons, Shipshock, Stevens, Wolford. NAY: None. ABSENT: Hilker, Siegfried.

(2) PUBLIC HEARINGS:

ITEM A PUBLIC HEARING - REDEVELOPMENT PLAN FOR THE QUILLAN COURTS, L.L.C. REDEVELOPMENT PROJECT AREA 2015.

The Commission received into evidence Exhibit #1 - City Manager's Report prepared for the October 12, 2015 Planning Commission meeting; Exhibit #2 - proposed Resolution No. PC2015-06; proposed Quillan Courts, LLC Redevelopment Plan (17 pages).

City Manager Schneider conducted a review of the proposed Redevelopment Plan for the Quillan Courts, L.L.C. Redevelopment Project Area 2015 as to its conformity with the general plan for the development of the City as a whole. The plan is for the development of four (4) five-bedroom single family homes with basements, two (2) 1-story three-bedroom duplexes (Fully accessible per ADA and UFAS - to target 4 special needs households), four (4) four-bedroom single story duplexes with basements. Included in the units will be an attached double car garage (single family homes & duplexes with basements) and attached single car garage for the 1-story ADA duplexes. Storm shelters are included in the 1-story ADA duplexes without basements.

Rex Nelson, McCook Economic Development Corporation Director, noted a change required in Section III, paragraph 4, basements should be inserted after storm shelters.

No one else was present to comment.

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

ITEM B Approve Resolution No. PC2015-06 recommending approval of the Quillan Courts, L.L.C. Redevelopment Plan.

Commissioner Garey-Vickers questioned who owns the property, who will maintain it in the future.

Upon a motion by Commissioner Vosburg, seconded by Commissioner Garey-Vickers, the Commission voted to approve Resolution No. PC2015-06 recommending approval of the Quillan Courts, L.L.C. Redevelopment Plan. The motion passed upon the following roll call vote: YEA: Vosburg, Dueland, Garey-Vickers, Hilker, Lyons, Shipshock, Stevens, Wolford. NAY: None. ABSENT: Hilker, Siegfried.

(3) ADJOURNMENT.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:40 P.M.

Lea Ann Doak
Recording Secretary

**CITY MANAGER'S REPORT
OCTOBER 19, 2015 CITY COUNCIL MEETING**

ITEM: 6J

RECOMMENDATION:

APPROVE THE BID SPECIFICATIONS FOR TWO (2) NEW 2015 OR 2016 3/4 TON 4-WHEEL DRIVE PICKUP TRUCKS FOR THE STREET AND PARKS DEPARTMENTS THAT INCLUDES AN ALTERNATE FOR A THIRD PICKUP FOR THE CEMETERY DEPARTMENT AND SET THE DATE TO RECEIVE BIDS AS NOVEMBER 9, 2015 AT 2:30 P.M.

BACKGROUND:

In the FY 2015-2016 budget, the Cemetery, Street and Parks departments have funding for new pickups. Staff would like to bid these two units together, hoping that we will get a better price on the vehicles. A new pickup for the Cemetery department is included in the bid specifications as an alternate and will only be purchased if funding is available. If funding is not available to purchase a new pickup for the Cemetery department, then we will pursue a used pickup.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

APPROVE THE BID SPECIFICATIONS FOR TWO (2) NEW 2015 OR 2016 3/4 TON 4-WHEEL DRIVE PICKUP TRUCKS FOR THE STREET AND PARKS DEPARTMENTS THAT INCLUDES AN ALTERNATE FOR A THIRD PICKUP FOR THE CEMETERY DEPARTMENT AND SET THE DATE TO RECEIVE BIDS AS NOVEMBER 9, 2015 AT 2:30 P.M.

APPROVALS:



Kyle Potthoff, Public Works Director

OCTOBER 14, 2015



Nate Schneider, City Manager

OCTOBER 14, 2015

**CITY OF MCCOOK
Street/Parks
Departments**

BID SPECIFICATIONS

**Two (2) NEW 2015 or 2016
3/4 TON
4-WHEEL DRIVE
PICKUP TRUCKS**

OCTOBER 19, 2015

NOTICE TO BIDDERS

The City of McCook is accepting sealed bids for two (2) new 2015 or 2016 3/4 ton 4-wheel drive pickup trucks. Bids will be accepted by the City Clerk at the McCook City Offices until 2:30 P.M. on Monday, November 9, 2015 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Facility. Specifications and instructions to bidders are on file in the office of the City Clerk.

The Council reserves the right to reject any or all bids and to waive any irregularities.

-s- Lea Ann Doak
 City Clerk
 P.O. Box 1059
 302 West 5th Street
 McCook NE 69001-1059

Publish: October 23, 30 and November 6, 2015.

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. Bidder - one who submits a Bid directly to the City as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2. Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3. Successful Bidder - the lowest, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.
- 1.4. Bidding Documents - includes the Advertisement or Invitation to Bid, Instructions to Bidders, and the Bid Form.

2. Delivery.

- 2.1. Two (2) new 2015 or 2016 3/4 ton 4-wheel drive pickup trucks shall be F.O.B., McCook, Nebraska, and shall not include any federal excise or state sales tax.
- 2.2. A tax exemption certificate will be furnished by the City of McCook.
- 2.3. Delivery date shall be 90-120 days after notice of award.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon the City's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for.

4. Interpretations and Addenda.

- 4.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Public Works Director. Interpretations or clarifications in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Clerk as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

5. Bid Form.

- 5.1. The Bid Form is included with the Bidding Documents.
- 5.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 5.3. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 5.4. The address and telephone number of communications regarding the Bid must be shown.
- 5.5. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid form.

6. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "*BID ON Two (2) NEW 2015 or 2016 3/4 TON 4-WHEEL DRIVE PICKUP TRUCKS*", and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

7. Modification and Withdrawal of Bids.

Bids may be modified or withdrawn by an appropriate document fully executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted any time prior to the opening of Bids.

8. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

9. Award of Bid.

- 9.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if City believes that it would not be in its best interest to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- 9.2. In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 9.3. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders.
- 9.4. If the bid is to be awarded, it will be awarded to the Bidder whose evaluation by the City indicates that the award will be in the best interests of the City.

GENERAL SPECIFICATIONS

Two (2) NEW 2015 or 2016 3/4 TON 4-WHEEL DRIVE PICKUP TRUCKS

GENERAL:

It is the intent of these specifications to describe a new vehicle in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned, which are necessary to provide a complete vehicle, shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided to the trade in general. The vehicle shall be a new, standard production model of the latest design in current production.

Any vehicle not conforming to these specifications will be rejected, and it will be the responsibility of the manufacturer to conform with the requirements unless deviations have been cited by the bidder.

INTENT:

It is the intent of the City not to be restrictive to any one manufacturer. However, the vehicle desired must meet the enclosed standards and any vehicle furnished which does not comply with the specifications will be rejected and returned to the bidder at his expense. All items appearing in the bidder's regular specifications which are in addition to these standards are assumed to be included in the bidder's proposal.

The vehicle furnished under these specifications shall be the latest model offered to the general trade, at least equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory.

The vehicle must meet or exceed the following minimum specifications. Any additions, deletions or variations from the following specifications must be noted. These specifications shall be construed as minimum. Should the manufacturer's latest specifications exceed these, they shall be considered minimum and shall be furnished. It is also required that the bidder furnish descriptive literature and any additional specifications or information necessary to qualify the equipment he proposes to furnish.

Unless otherwise noted, all items specified must be factory-installed, inspected, tested and/or calibrated, as required, except that manufacturer's policies pertaining to dealer installation of minor accessories will be honored.

Other than where specifically noted, it is intended that the manufacturer will build the vehicle to these specifications and that the selling or servicing dealer will be required only to perform the pre-delivery service and not be required to modify, alter, exchange, assemble, install or paint various components to meet these specifications.

The vehicle shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel injection, carburetors, engines and accessories. An engine with oversized bores, undersized main bearings or non-standard size pins will not be acceptable under these specifications.

The vehicle shall be equipped with all legally required and manufacturer's recommended lights.

The vehicle shall comply with all current provisions of the National Traffic and Motor Vehicle Safety Act.

The bidder shall satisfy the City of McCook that he maintains a store or a branch store, with qualified servicemen and with provisions for storing a representative supply or parts for the machine offered and with provisions for securing parts from the manufacturer within a reasonable length of time.

The bidder shall supply one (1) operator's manual with each unit.

The bidder shall furnish (in writing) his guarantees and the length of the guarantees on all parts and labor for the machine.

Bidders must submit with their bid the latest printed specifications on the units they propose to furnish.

MINIMUM SPECIFICATIONS
Two (2) NEW 2015 OR 2016 3/4 TON 4-WHEEL DRIVE PICKUP TRUCKS

Meets Specification - Please Indicate - (if other explain on comment line).

All items listed below are required. If there is an exception, a detailed explanation must be provided.

| YES | EXCEPTION | I. <u>BODY</u> |
|-------|-----------|--|
| _____ | _____ | A. Exterior color: Bright white, clearcoat or other factory color specified on order. Interior color: Interior color and seat covering for white vehicle to be specified after bid has been awarded. |
| _____ | _____ | B. Locks: Two (2) sets of keys with fobs required for each vehicle. Shall be electronic. |
| _____ | _____ | C. Doors: To be the type recommended by the manufacturer. |
| _____ | _____ | D. Seats: Seats shall be heavy duty construction guaranteed by manufacturer not to break down for two (2) years or 36,000 miles with heavy duty nylon cloth or vinyl seat covering and folding back, 40-20-40 OR 40-60 Bench Seat. |
| _____ | _____ | E. Windows: A tinted windshield is required. Shall be electronic. To include a sliding rear window. |
| _____ | _____ | F. Headroom: A minimum of 39.1 inches of headroom shall be provided for the occupants. |
| _____ | _____ | G. Air Conditioning: Best grade factory-installed air conditioner, manually controlled. To include all extra items normally included in the factory package. |
| _____ | _____ | H. Floor Coverings: Heavy duty vinyl or rubber. |
| _____ | _____ | I. Power Outlet: Required |
| _____ | _____ | J. Windshield Wipers: Electrically operated, multiple speed, manually controlled with electric windshield washer and jets to each wiper blade. Wiper shall be of intermittent type. |
| _____ | _____ | K. Clock: To be electric. Clock in radio dial face is acceptable. |
| _____ | _____ | L. A.M./F.M. Stereo Radio. |
| _____ | _____ | M. Under-coated: full factory undercoating or zinc coating required. Extra undercoating by dealer not required unless necessary to meet factory standards. |

- _____ N. Rear View Mirrors: Interior to have day or night tab (selector type non-glare). Two matching outside mirrors, mirrors on both doors. Outside mirrors shall be electronic.
- _____ O. Fuel Tank: minimum 20 gallons.
- _____ P. Vehicle shall have a full size cab with 8' box.
- _____ Q. Hood Release: In driver's compartment.
- _____ R. License Plate Brackets: Vehicle shall be equipped with front license plate brackets.
- _____ S. Gross Vehicle Weight: The gross vehicle weight rating shall be a minimum of 8600 lbs.
- _____ T. Heavy Duty trailer towing package.
- _____ U. Bumpers: Manufacturer's front bumper and rear bumper that has hitch with hole.
- _____ V. Lights: High beam headlights with low beam; parking, dome, tail, back-up, and stop lights; front and rear directional turn signals with self-cancelling control on steering column; rear cargo light.

Comments _____

YES EXCEPTION

II. ENGINE AND DRIVE TRAIN

- _____ A. Engine: Engine to be a minimum 5.7 liter and maximum 6.2 liter, eight cylinder, overhead valve, V-design engine, and have a fuel injection fuel system. Gas only.
- _____ B. Transmission: Fully automatic, heavy duty, electronic four or five speed. To be equipped with a factory engineered and installed oil cooler of suitable design to keep the automatic transmission fluid at an efficient temperature (if available).
- _____ C. Air Cleaner: H.D. element type.
- _____ D. Cooling System: Heavy duty, maximum capacity radiator of a pressurized design is required, having a maximum cooling capacity adequate to provide a safe margin of cooling when operated under extreme conditions. A coolant recovery system is required. Hose clamps shall be the steel metal band or wire type.

Antifreeze to 25 degrees below zero Fahrenheit required.
- _____ E. Axle Ratio: To be manufacturer's recommended ratio for this type of vehicle.
- _____ F. Exhaust System - to be manufacturer's recommended type for this type of vehicle.

- | | | |
|-------|-------|---|
| <hr/> | <hr/> | G. Drive Train: Four Wheel Drive with automatic locking hubs. |
| <hr/> | <hr/> | H. Transfer Case: Either a floor mounted transfer case; or electronic, on the fly 2-wheel to 4-wheel transfer case shifter. |

Comments _____

YES EXCEPTION

III. SUSPENSION SYSTEM

- | | | |
|-------|-------|--|
| <hr/> | <hr/> | A. Wheel Base: Minimum wheel base shall be 133 inches. |
| <hr/> | <hr/> | B. Suspension system: Will be heavy duty, equipped with heavy duty shock absorbers, front and rear, and stabilizer or sway bars, if available as standard equipment. |
| <hr/> | <hr/> | C. Steering: Power steering required. |
| <hr/> | <hr/> | D. Brakes: Power, heavy duty fade-resistant front disc brakes, heavy duty lining rear brakes. (Disc brakes on all four wheels are acceptable, anti-lock braking system is acceptable). |
| <hr/> | <hr/> | E. Wheels: Five, 17 inch minimum, wheels of the type recommended by the manufacturer for the vehicle. |
| <hr/> | <hr/> | F. Tires: Five steel belted radial tires of the type recommended by the manufacturer for the vehicle, mud and snow tread. |

Comments _____

YES EXCEPTION

IV. ELECTRICAL SYSTEM

- | | | |
|-------|-------|--|
| <hr/> | <hr/> | A. Ignition System: 12 volt, solid state. The wiring harness shall be high tension resistor wiring, high-heat resistance, with high dielectric strength insulation. |
| <hr/> | <hr/> | B. Battery: 12 volt, heavy duty, manufacturer's maximum cold cranking power battery. A terminal post connected to the positive battery cable and capable of carrying 45 amperes shall be provided in the engine compartment. This terminal shall be in a location easily accessible from the top side of the engine compartment and near the battery. If this is not available, the positive cable may be of the type that attaches to battery posts by means of a bolt and nut. (Battery cable spring-loaded or drive-on devices are not acceptable). |
| <hr/> | <hr/> | C. Alternator: Minimum 100 ampere. Minimum capacity SAE output at engine curb idle speed not less than 45 amperes. Alternator shall be of the type that parts and repairs are available at authorized dealers of the make of vehicle furnished. |
| <hr/> | <hr/> | D. Voltage Regulator: Fully transistorized and sealed. |

_____ E. Spark Plugs: Factory recommended.
 Comments _____

YES EXCEPTION V. SPECIAL FEATURES
 _____ A. Electronic speed (cruise) control, factory installed.
 _____ B. Spray in Bed Liner.
 Comments _____

YES EXCEPTION VI. MISCELLANEOUS
 _____ A. The standard complement of tools, standard jack and wheel wrench, and a full size spare wheel shall be provided, together with facilities for storage.
 _____ B. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
 _____ C. It shall be the responsibility of the manufacturer supplying the vehicle to maintain an adequate stock of all regular and special parts within the State of Nebraska to meet the continuing service and repair parts needs of the department without undue delay.
 _____ D. The manufacturer's standard warranty shall be stated in the bid. A minimum warranty of two (2) years, 36,000 miles, or the manufacturer's standard warranty, whichever is greater, is required. A minimum of six (6) years, 100,000 miles rust warranty or manufacturer's standard corrosion warranty is required.
 Comments _____

YES NO VII. ALTERNATES - Alternate not to be a part of the base bid.
Alternate will only be considered if funding is available.
 _____ A. A third pickup of identical year, make and model.

NOTICE: ANY DEVIATIONS FROM THESE SPECIFICATIONS MUST BE SEPARATELY LISTED. OTHERWISE, IT WILL BE ASSUMED THAT THE BID MEETS THE SPECIFICATIONS IN ALL RESPECTS.

BID FORM

Two (2) NEW 2015 OR 2016
3/4 TON 4-WHEEL DRIVE PICKUP TRUCKS

NOTE: All equipment shall be factory-installed and shall be considered to be under factory warranty.

BASE BID

PRICE, PER UNIT, ON TWO (2) NEW 2015 OR 2016
3/4 TON 4-WHEEL DRIVE PICKUP TRUCKS \$ _____

TOTAL NET BID PRICE ON TWO (2) NEW 2015 OR 2016
3/4 TON 4-WHEEL DRIVE PICKUP TRUCKS \$ _____

ALTERNATE A

BID PRICE, PER UNIT, ON THREE (3) NEW 2015 OR 2016
3/4 TON 4-WHEEL DRIVE PICKUP TRUCKS \$ _____

TOTAL NET BID PRICE ON THREE (3) NEW 2015 OR 2016
3/4 TON 4-WHEEL DRIVE PICKUP TRUCKS \$ _____

DELIVERY DATE: _____

This Bid Submitted by: _____

(Company Name)

(Signature)

(Title)

**CONTACT PERSON: Kyle Potthoff, Public Works Director
at 308/345-2022 ext. 231**

The City of McCook reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part any bid, and to exercise its own judgement as to the best proposal received.

CITY MANAGER'S REPORT
SEPTEMBER 21, 2015 CITY COUNCIL MEETING

October 19,

- ITEM: 7A** Approve Ordinance No. 2015-2921 vacating the dedicated alley located directly to the south of Lot 28, Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska upon its third and final reading.
- ITEM: 7B** Approve Ordinance No. 2015-2922 creating a new 20 foot alley to replace the vacated alley located directly to the south of Lot 28, Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska upon its third and final reading.
- ITEM: 7C** Approve Ordinance No. 2015-2923 authorizing the sale of Part of Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows: Beginning at the SW corner of Lot 29, Block 1, South McCook Addition, thence N02°24'55"W (assumed and all bearings relative to) along the west line of Lot 29 a distance of 59.86 feet to the SE Corner of lot 28, thence S89°25'59"W along the south line of Lot 28 a distance of 44.19 feet to the SW corner of Lot 28, thence S00°47'07"E a distance of 59.85 feet, thence N89°26'40"E a distance of 43.80 feet to the Point of Beginning, said tract containing 2633.40 square feet more or less, subject to any easements, right-of-ways, or reservations of record, said Ordinance on its third and final reading.

BACKGROUND:

Approximately one year ago the City was approached by Jason Michaelis regarding the possibility of purchasing a 44.19 foot by 59.85 foot tract of land south of Lot 28, Block 1, South McCook Addition to the City of McCook, said property owned by the City of McCook. Mr. Michaelis owns Lot 28 directly to the north. Mr. Michaelis would like to join both lots in order to have a normal sized lot. The City has reviewed old plat maps to determine why Lot 28 and the other immediate lots to the west of Lot 28 were only partial lots. It appears that the Republican River at one time was fairly close in proximity to these lots. Whether these lots were smaller as a result of their proximity to the Republican River is not known. While reviewing the property at issue it was discovered that there is a 20 foot alley that has been dedicated to the City behind Lot 28 (and adjacent lots to the west). The City has reviewed its maps and has determined that there are no sewer or water lines located in the existing alley. The City believes there are no other utilities existing in the 20 foot alley. The City can't sell the property to Mr. Michaelis without vacating and modifying the location of the existing alley. Mr. Michaelis has hired Miller and Associates to draw up an alley vacation, new alley location and final parcel diagram to provide legal descriptions as well as to assist with his request. As seen from the Miller and Associates plans, it is necessary to process this request in three parts. As a result, we have broken this out in three parts for this agenda item. The end result of this agenda item would be to make Lot 28 a normal sized lot while maintaining a 20 foot easement south and west of the Michaelis lot. Consideration has been made as to whether or not this location was part of the old dump site. It is Staff's belief that the dump site was further to the west than the lot in question.

For sale purposes, Mr. Michaelis has had Melanie Goodenberger of Golden

Plains Realty do a market analysis to determine what the value of the lot is. Golden Plains determined that the lot is valued at approximately \$.28 per square foot, or \$739.20. Ms. Goodenberger utilized three comparable sales to come up with her valuation. This lot has limited value to the City due to the fact that access can only be made utilizing South Street to the north, which would require a right-of-way grant by the owner of the lot to the north (Mr. Michaelis). There is no need for this as we do not currently utilize the property. On the south side of the lot, there is a hill that would preclude easy access from Barnett Park, making the lot virtually useless. It is our belief that we will not utilize the property for any foreseeable purpose in the future. For these reasons, Staff is recommending that the property be sold to Mr. Michaelis.

As has been the City's practice, if somebody else wishes to purchase the lot, they can submit a bid to the City office prior to a second or third reading of the ordinance.

FISCAL

IMPACT: Sale of unimproved City property in the amount of \$739.20.

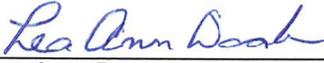
RECOMMENDATION:

ITEM: 7A Approve Ordinance No. 2015-~~2921~~ vacating the dedicated alley located directly to the south of Lot 28, Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska upon its third and final reading.

ITEM: 7B Approve Ordinance No. 2015-~~2922~~ creating a new 20 foot alley to replace the vacated alley located directly to the south of Lot 28, Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska upon its third and final reading.

ITEM: 7C Approve Ordinance No. 2015-~~2923~~ authorizing the sale of Part of Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows: Beginning at the SW corner of Lot 29, Block 1, South McCook Addition, thence N02°24'55"W (assumed and all bearings relative to) along the west line of Lot 29 a distance of 59.86 feet to the SE Corner of lot 28, thence S89°25'59"W along the south line of Lot 28 a distance of 44.19 feet to the SW corner of Lot 28, thence S00°47'07"E a distance of 59.85 feet, thence N89°26'40"E a distance of 43.80 feet to the Point of Beginning, said tract containing 2633.40 square feet more or less, subject to any easements, right-of-ways, or reservations of record, said Ordinance on its third and final reading.

APPROVALS:



Lea Ann Doak, City Clerk

October 14, 2015



Nathan A. Schneider, City Manager

October 14, 2015

ORDINANCE NO. 2015-2921

AN ORDINANCE TO VACATE THE DEDICATED ALLEY LOCATED DIRECTLY TO THE SOUTH OF LOT TWENTY-EIGHT (28), BLOCK ONE (1), SOUTH MCCOOK ADDITION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA; TO PROVIDE FOR THE FILING OF THIS ORDINANCE IN THE OFFICE OF THE REGISTER OF DEEDS OF RED WILLOW COUNTY, NEBRASKA; PROVIDING FOR THE REPEAL OF ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; 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. That the dedicated alley located directly to the south of Lot Twenty-eight (28), Block One (1), South McCook Addition to the City of McCook, Red Willow County, Nebraska (more particularly described in Attachment A - "Alley Vacation") be and the same is hereby vacated.

SECTION 2. That within thirty (30) days after the effective date of this ordinance, the City Clerk shall file a certified copy of this ordinance with the Register of Deeds of Red Willow County, Nebraska to be indexed against affected lots.

SECTION 3. All ordinances in conflict herewith shall be and are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

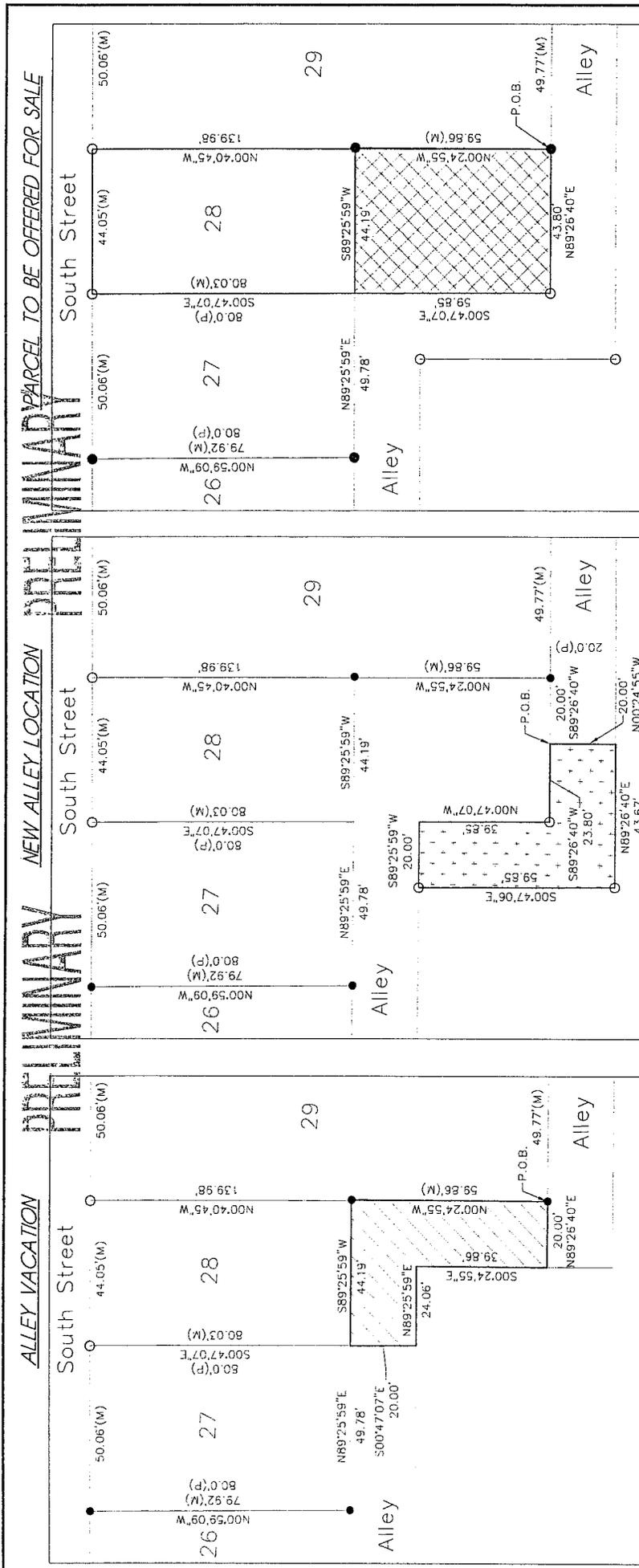
PASSED AND APPROVED THIS _____ day of _____, 2015.

-s- Michael D. Gonzales, Mayor

ATTEST:

-s- Lea Ann Doak, City Clerk

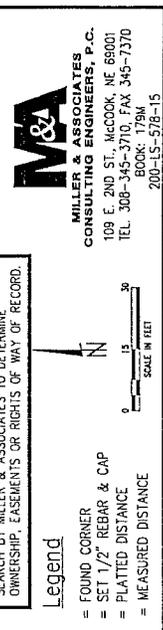
Publish:



ALLEY VACATION
 Part of Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows:
 Beginning at the SW corner of Lot 29, Block 1, South McCook Addition, thence N00°24'55"W (assumed and all bearings relative to) along the west line of Lot 29 a distance of 59.86 feet to the SE corner of Lot 28, thence S89°25'59"W along the south line of Lot 28 a distance of 44.19 feet to the SW corner of Lot 28, thence S00°47'07"E a distance of 20.00 feet to the Point of Beginning, thence N89°26'40"E a distance of 43.80 feet to the Point of Beginning.
 Soid tract containing 1680.2 sq. feet more or less.
 Subject to any easements, right-of-ways, or reservations of record.

NEW ALLEY
 Part of Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows:
 Referring to the SW corner of Lot 29, Block 1, South McCook Addition, thence S89°26'40"W (assumed and all bearings relative to) a distance of 20.00 feet to the Point of Beginning, thence S89°26'40"W a distance of 23.80 feet, thence N00°47'07"W a distance of 39.85 feet, thence S89°25'59"W a distance of 20.00 feet, thence S00°47'06"E a distance of 59.85 feet, thence N89°26'40"E a distance of 43.67 feet, thence N00°24'55"W a distance of 20.00 feet to the Point of Beginning.
 Soid tract containing 1671.7 sq. feet more or less.
 Subject to any easements, right-of-ways, or reservations of record.

PARCEL OFFERED FOR SALE
 Part of Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows:
 Beginning at the SW corner of Lot 29, Block 1, South McCook Addition, thence N02°24'55"W (assumed and all bearings relative to) along the west line of Lot 29 a distance of 59.86 feet to the SE corner of Lot 28, thence S89°25'59"W along the south line of Lot 28 a distance of 44.19 feet to the SW corner of Lot 28, thence S00°47'07"E a distance of 59.85 feet, thence N89°26'40"E a distance of 43.80 feet to the Point of Beginning.
 Soid tract containing 2633.40 sq. feet more or less.
 Subject to any easements, right-of-ways, or reservations of record.



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

- Legend**
- = FOUND CORNER
 - = SET 1/2" REBAR & CAP
 - P = PLATTED DISTANCE
 - M = MEASURED DISTANCE

M&A
MILLER & ASSOCIATES
 CONSULTING ENGINEERS, P.C.
 109 E. 2ND ST., MCCOOK, NE 68001
 TEL. 308-345-3710, FAX 345-7370
 BOOK: 179M
 200-15-578-15

Block 1, South McCook Addition to the City of McCook
Red Willow County, Nebraska

I hereby state that this Plat of Survey is a true and correct delineation to the best of my knowledge, of a field survey conducted under my supervision.
 Gerhard H. Diciento
 Registered Land Surveyor, RLS 514

ORDINANCE NO. 2015-2922

AN ORDINANCE CREATING A NEW TWENTY FOOT (20') ALLEY TO REPLACE THE VACATED ALLEY LOCATED DIRECTLY TO THE SOUTH OF LOT TWENTY-EIGHT (28), BLOCK ONE (1), SOUTH MCCOOK ADDITION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA; TO PROVIDE FOR THE DEDICATION OF SAID ALLEY; TO PROVIDE FOR THE FILING OF THIS ORDINANCE IN THE OFFICE OF THE REGISTER OF DEEDS OF RED WILLOW COUNTY, NEBRASKA; PROVIDING FOR THE REPEAL OF ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; 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. That the created twenty foot (20') alley replacing the vacated alley located directly to the south of Lot Twenty-eight (28), Block One (1), South McCook Addition to the City of McCook, Red Willow County, Nebraska (more particularly described in Attachment A - "New Alley Location") be and the same is hereby dedicated to the City of McCook.

SECTION 2. That within thirty (30) days after the effective date of this ordinance, the City Clerk shall file a certified copy of this ordinance with the Register of Deeds of Red Willow County, Nebraska to be indexed against affected lots.

SECTION 3. All ordinances in conflict herewith shall be and are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS _____ day of _____, 2015.

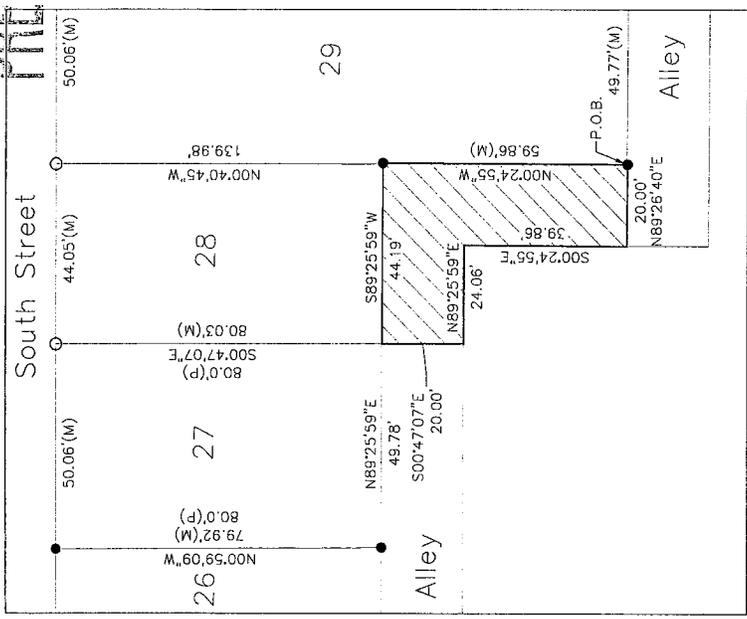
-s- Michael D. Gonzales, Mayor

ATTEST:

-s- Lea Ann Doak, City Clerk

Publish:

ALLEY VACATION



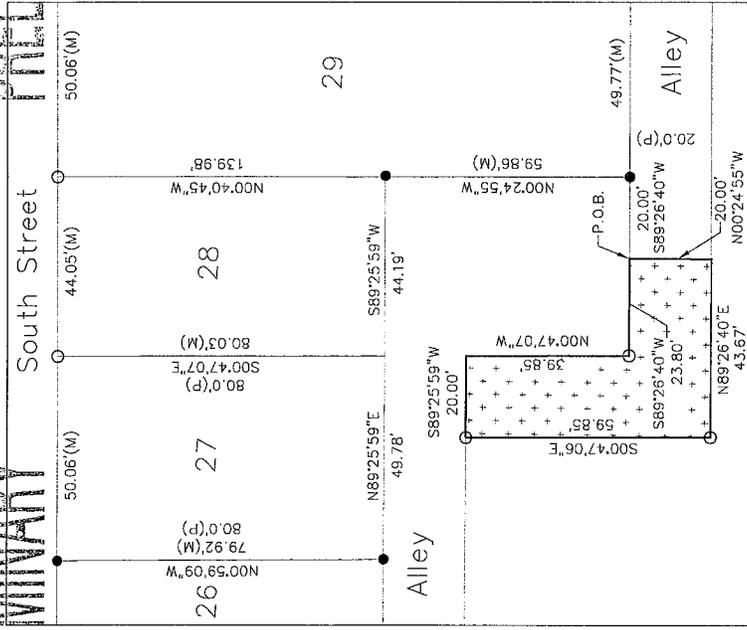
ALLEY VACATION

Part of Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows:
 Beginning at the SW corner of Lot 29, Block 1, South McCook Addition, thence N00°24'55"W (assumed and all bearings relative to) along the west line of Lot 29 a distance of 59.86 feet to the SE corner of Lot 28, thence S89°25'59"W along the south line of Lot 28 a distance of 44.19 feet to the SW corner of Lot 28, thence S00°47'07"E a distance of 20.00 feet to the south line of an existing alley, thence N89°25'59"E along the south line of said alley a distance of 24.06 feet, thence S00°24'55"E along the west line of alley a distance of 39.86 feet, thence N89°26'40"E a distance of 20.00 feet to the Point of Beginning.
 Said tract containing 1680.2 sq. feet more or less.
 Subject to any easements, right-of-ways, or reservations of record.

I hereby state that this Plat of Survey is a true and correct delineation to the best of my knowledge, of a field survey conducted under my supervision.

Gerhard H. Dicenta
 Registered Land Surveyor, RLS 514

NEW ALLEY LOCATION

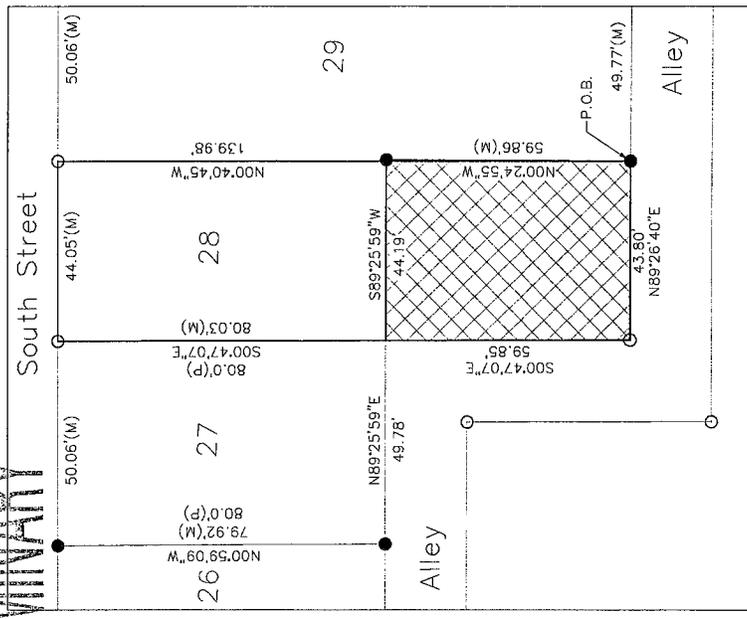


NEW ALLEY

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 Referring to the SW corner of Lot 29, Block 1, South McCook Addition, thence S89°26'40"W (assumed and all bearings relative to) a distance of 20.00 feet to the Point of Beginning, thence S89°26'40"W a distance of 23.80 feet, thence N00°47'07"W a distance of 39.85 feet, thence S89°25'59"W a distance of 20.00 feet, thence S00°47'06"E a distance of 59.85 feet, thence N89°26'40"E a distance of 43.67 feet, thence N00°24'55"W a distance of 20.00 feet to the Point of Beginning.
 Said tract containing 1671.7 sq. feet more or less.
 Subject to any easements, right-of-ways, or reservations of record.

Block 1, South McCook Addition to the City of McCook
 Red Willow County, Nebraska

PARCEL TO BE OFFERED FOR SALE



PARCEL OFFERED FOR SALE

Part of Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows:
 Beginning at the SW corner of Lot 29, Block 1, South McCook Addition, thence N02°24'55"W (assumed and all bearings relative to) along the west line of Lot 29 a distance of 59.86 feet to the SE corner of Lot 28, thence S89°25'59"W along the south line of Lot 28 a distance of 44.19 feet to the SW corner of Lot 28, thence S00°47'07"E a distance of 59.85 feet, thence N89°26'40"E a distance of 43.80 sq. feet more or less.
 Said tract containing 2633.40 sq. feet more or less.
 Subject to any easements, right-of-ways, or reservations of record.

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

Legend

- = FOUND CORNER
- = SET 1/2" REBAR & CAP
- P = PLATTED DISTANCE
- M = MEASURED DISTANCE



MILLER & ASSOCIATES
CONSULTING ENGINEERS, P.C.
 109 E. 2ND ST. McCOOK, NE 68001
 TEL. 508-345-3710 FAX 345-3770
 BOOKS: 179M
 200-LS-578-15



ORDINANCE NO. 2015-2923

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA, AUTHORIZING AND DIRECTING THE SALE AND CONVEYANCE OF REAL ESTATE HEREINAFTER DESCRIBED TO JASON MICHAELIS; TO PROVIDE FOR PUBLICATION OF NOTICE OF SALE AND CONVEYANCE AND THE TERMS THEREOF; TO PROVIDE FOR THE RIGHT TO FILE A REMONSTRANCE AGAINST THE CONVEYANCE; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM BY AUTHORITY OF THE CITY COUNCIL AND EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That the Mayor and the City Clerk are hereby authorized and directed to execute a deed of the City of McCook, Nebraska, conveying the following described real estate to Jason Michaelis, to-wit:

Part of Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows:

Beginning at the SW corner of Lot 29, Block 1, South McCook Addition, thence N02°24'55"W (assumed and all bearings relative to) along the west line of Lot 29 a distance of 59.86 feet to the SE Corner of lot 28,
thence S89°25'59"W along the south line of Lot 28 a distance of 44.19 feet to the SW corner of Lot 28,
thence S00°47'07"E a distance of 59.85 feet,
thence N89°26'40"E a distance of 43.80 feet to the Point of Beginning.
Said tract containing 2633.40 square feet more or less.
Subject to any easements, right-of-ways, or reservations of record.

Section 2. The consideration for this conveyance shall be Seven Hundred Thirty-Nine Dollars and twenty cents (\$739.20). The conveyance of the above described real estate shall be by Corporation Warranty Deed upon delivery to the City of McCook of the consideration by the purchaser.

Section 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the McCook Daily Gazette, a newspaper published for general circulation in the City of McCook. Immediately after the passage and publication of this Ordinance, the City Clerk is hereby directed and instructed to prepare and publish such notice.

Section 4. In accordance with the laws of the State of Nebraska, the electors of the City of McCook may file a remonstrance against the conveyance of the described real estate; and if a remonstrance against such conveyance is signed by legal electors of the City of McCook, equal in number to thirty percent (30%) of the electors of the City of McCook, if filed with the City Council within thirty (30) days of passage and publication of this Ordinance, said property shall not then, nor within one year thereafter, be conveyed.

Section 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor and City Clerk shall make, execute and deliver to Jason Michaelis, a Corporation Warranty Deed for the real estate described above and the execution of the deed is hereby authorized without further action on behalf of the City Council.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law and shall be published in pamphlet form.

PASSED AND APPROVED this _____ day of _____, 2015.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

NOTICE OF RIGHT TO REMONSTRATE

Notice is hereby given that the City of McCook, Nebraska did, on the _____ day of _____, 2015, pass Ordinance No. 2015-2923 authorizing and directing the sale of the following-described real estate located in Red Willow County, Nebraska, to Jason Michaelis, to-wit:

Part of Block 1, South McCook Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows:

Beginning at the SW corner of Lot 29, Block 1, South McCook Addition, thence N02°24'55"W (assumed and all bearings relative to) along the west line of Lot 29 a distance of 59.86 feet to the SE Corner of lot 28,
thence S89°25'59"W along the south line of Lot 28 a distance of 44.19 feet to the SW corner of Lot 28,
thence S00°47'07"E a distance of 59.85 feet,
thence N89°26'40"E a distance of 43.80 feet to the Point of Beginning.
Said tract containing 2633.40 square feet more or less.
Subject to any easements, right-of-ways, or reservations of record.

Conveyance of the said tract of real estate shall be by Corporation Warranty Deed, upon payment of a consideration of Seven Hundred Thirty-Nine Dollars and Twenty Cents (\$720.20) to the City for said tract. Said sale will be completed thirty (30) days from and after the approval and publication, in pamphlet form of Ordinance No. 2015-2923, namely: from _____, 2015, unless an objection of remonstrance to such sale, signed by legal electors thereof equal in number to thirty percent (30%) of the electors of the City voting at the last regular municipal election, be filed with the City Clerk on or before _____, 2015.

By order of the City Council of the City of McCook, Nebraska, _____, 2015.

-s- Michael D. Gonzales, Mayor

ATTEST:

-s- Lea Ann Doak, City Clerk-Treasurer

Publish: Three consecutive weeks



July 15, 2015

To Whom It May Concern:

I was asked by Jason Michaelis to estimate the value of a 44'x60 ' parcel of vacant land behind his property located at SOUTH MCCOOK ADDITION BLK 1, LOTS 28 & 29 RED WILLOW COUNTY NEBRASKA. Per the attached comparables I estimate the parcel to be valued at approximately \$0.28 per square foot, or \$739.20. The comparables I utilized we in similar locations and their sold values ranged from \$0.10 per square foot to \$0.46 per square foot with an average of \$0.28 per square foot. My final estimation of value was based on the average sales price of all three comparables.

Please Let me know if you have any questions.

Sincerely,

Melanie Goodenberger,
Broker
Golden Plains Realty
907 West B Street
McCook, NE 69001
308-345-4108

| Parcel Information | |
|--------------------------|--|
| Parcel ID | 001431200 |
| Links | Photo #1 |
| Map Number | 4281-00-0-00000-000-0000 |
| Cadastral # | |
| Current Owner | MASON/DONALD B 38989 US HIGHWAY 6 MCCOOK NE 69001-0000 |
| Situs Address | #23 SOUTH STREET |
| Tax District | 80 |
| Tax ID | |
| School District | S.D. #17 GEN/SPEC BLD |
| Neighborhood | 2705 |
| Property Class | Single Family |
| Lot Width x Depth | 138 x 297 |
| Legal Description | MISC MCCOOK 29-3-29 PT SW/4SW |

| Assessed Values | | | | |
|-----------------|---------|---------|--------------|--------------|
| Year | Total | Land | Improvements | Outbuildings |
| 2015 | \$3,459 | \$3,459 | \$0 | \$0 |

| 2014 Tax Information | |
|----------------------|----------|
| Taxes | \$60.92 |
| Tax Levy | 1.833000 |

| 2014 Tax Levy | |
|------------------------|----------|
| Description | Rate |
| CITY OF MCCOOK GEN | 0.319044 |
| COUNTY | 0.310926 |
| ED UNIT #15 | 0.014469 |
| HIGH PLAINS HISTORICAL | 0.001536 |
| MID-PLAINS GEN/CI/ADA | 0.082000 |
| NATURAL RESOURCE | 0.033177 |
| S.D. #17 BOND | 0.088076 |
| S.D. #17 GEN/SPEC BLD | 0.983772 |

| 99 Year Sales History | | | | |
|-----------------------|------------|-----------|----------------|------------|
| Date | Book/Page | # Parcels | Grantor | Price |
| 2014/05/23 | 2014-00928 | 1 | STUCK/SHELLY L | \$4,200.00 |
| 2014/05/23 | 2014-01033 | 1 | STUCK/SHELLY L | \$4,200.00 |
| 2013/09/11 | 2013-01840 | 1 | GEIHSLER/ROSE | \$0.00 |
| 2006/10/19 | 2006-01677 | 1 | MOCKRY/ROBERT | \$5,500.00 |

| Property Classification | | | |
|--------------------------------|---------------|-------------------|--------------------------|
| Status: | Unimproved | Location: | Urban |
| Property Class: | Single Family | City Size: | 5,001-12,000 |
| Zoning: | N/A | Lot Size: | 20,001 sq. ft. - .99 ac. |

| Land Information | | | | |
|-------------------------|------------------|---------------------|-------------------|------------------|
| <u>Lot Width</u> | <u>Lot Depth</u> | <u>Value Method</u> | <u># of Units</u> | <u>Lot Value</u> |
| 138 | 297 | Sq ft. | 40986 | 3459 |

\$0.10/per SF

| Historical Valuation Information | | | | | | | |
|---|---------------------|-------------|-------------|---------------|--------------|----------------|--------------|
| <u>Year</u> | <u>Billed Owner</u> | <u>Land</u> | <u>Impr</u> | <u>Outldg</u> | <u>Total</u> | <u>Taxable</u> | <u>Taxes</u> |
| 2014 | MASON/DONALD B | \$3,459 | \$0 | \$0 | \$3,459 | \$3,459 | \$60.92 |
| 2013 | MASON/DONALD B | \$3,459 | \$0 | \$0 | \$3,459 | \$3,459 | \$67.30 |
| 2012 | STUCK/SHELLY L | \$3,459 | \$0 | \$0 | \$3,459 | \$3,459 | \$69.24 |
| 2011 | GEIHSLER/ROSE | \$3,459 | \$0 | \$0 | \$3,459 | \$3,459 | \$67.46 |
| 2010 | GEIHSLER/ROSE | \$3,459 | \$500 | \$0 | \$3,959 | \$3,959 | \$76.66 |
| 2009 | GEIHSLER/ROSE | \$3,459 | \$1,000 | \$0 | \$4,459 | \$4,459 | \$86.86 |
| 2008 | GEIHSLER/ROSE | \$3,459 | \$1,000 | \$0 | \$4,459 | \$4,459 | \$88.14 |
| 2007 | GEIHSLER/ROSE | \$3,459 | \$1,000 | \$0 | \$4,459 | \$4,459 | \$89.90 |
| 2006 | GEIHSLER/ROSE | \$3,459 | \$1,000 | \$0 | \$4,459 | \$4,459 | \$89.98 |
| 2005 | GEIHSLER/ROSE | \$3,459 | \$1,000 | \$0 | \$4,459 | \$4,459 | \$87.80 |
| 2004 | MOCKRY/ROBERT | \$4,105 | \$1,113 | \$0 | \$5,218 | \$5,218 | \$103.86 |
| 2003 | MOCKRY/ROBERT | \$4,105 | \$1,113 | \$0 | \$5,218 | \$5,218 | \$112.06 |
| 2002 | MOCKRY/ROBERT | \$4,105 | \$1,050 | \$0 | \$5,155 | \$5,155 | \$103.78 |
| 2001 | MOCKRY/ROBERT | \$4,105 | \$1,000 | \$0 | \$5,105 | \$5,105 | \$98.32 |
| 2000 | MOCKRY/ROBER | | \$5,105 | | \$5,105 | \$5,105 | \$82.96 |
| 1999 | MOCKRY/ROBER | | \$5,955 | | \$5,955 | \$5,955 | \$130.30 |
| 1998 | MOCKRY/ROBER | | \$5,955 | | \$5,955 | \$5,955 | \$130.72 |
| 1997 | MOCKRY/ROBER | | \$5,955 | | \$5,955 | \$5,955 | \$148.98 |
| 1996 | MOCKRY/ROBER | | \$5,465 | | \$5,465 | \$5,465 | \$136.52 |
| 1995 | MOCKRY/ROBER | | \$6,380 | | \$6,380 | \$6,380 | \$170.94 |
| 1994 | MOCKRY/ROBER | | \$6,265 | | \$6,265 | \$6,265 | \$160.18 |

| Residential Datasheet | |
|------------------------------|----------------------------|
| Type | Heat Type |
| Quality / Condition | Foundation |
| Arch. Type | Slab Area |
| Year Built | Crawl Area |
| Actual Age N/A | Basement Area |
| Ext. Wall 1 | Min Finish 0 sq. ft |
| Ext. Wall 2 | Rec Finish |
| Base Area | Part Finish |

7/14/2015

Red Willow County Assessor

powered by:  GIS Workshop

| | | |
|--------------------------|---------------------------|----------|
| <u>Total Area</u> | <u>Bedrooms</u> | |
| <u>Style 1</u> | <u>Bathrooms</u> | |
| <u>Style 2</u> | <u>Garage Type</u> | |
| <u>Roof Type</u> | <u>Garage Area</u> | 0 sq. ft |

Photo/Sketch



| Parcel Information | |
|--------------------------|--|
| Parcel ID | 001593600 |
| Links | Photo #1 |
| Map Number | 4281-00-0-00000-000-0000 |
| Cadastral # | C1 71B 10 |
| Current Owner | THOMAS/MICHAEL D & MERRIUL W 71402 U S HWY 83 MCCOOK NE 69001- |
| Situs Address | 508 SOUTH STREET |
| Tax District | 80 |
| Tax ID | C1 71B 10 |
| School District | S.D. #17 GEN/SPEC BLD |
| Neighborhood | 2705 |
| Property Class | Single Family |
| Lot Width x Depth | 50 x 140 |
| Legal Description | SOUTH MCCOOK ADDITION BLK 2, LOT 47 |

| Assessed Values | | | | |
|-----------------|---------|---------|--------------|--------------|
| Year | Total | Land | Improvements | Outbuildings |
| 2015 | \$1,050 | \$1,050 | \$0 | \$0 |

| 2014 Tax Information | |
|----------------------|----------|
| Taxes | \$18.48 |
| Tax Levy | 1.833000 |

| 2014 Tax Levy | |
|------------------------|----------|
| Description | Rate |
| CITY OF MCCOOK GEN | 0.319044 |
| COUNTY | 0.310926 |
| ED UNIT #15 | 0.014469 |
| HIGH PLAINS HISTORICAL | 0.001536 |
| MID-PLAINS GEN/CI/ADA | 0.082000 |
| NATURAL RESOURCE | 0.033177 |
| S.D. #17 BOND | 0.088076 |
| S.D. #17 GEN/SPEC BLD | 0.983772 |

| 99 Year Sales History | | | | |
|-----------------------|------------|-----------|---------------|------------|
| Date | Book/Page | # Parcels | Grantor | Price |
| 2014/09/29 | 2014-01765 | - | GRAFF/PETER M | \$2,000.00 |
| 1994/10/04 | 123-00 | 1 | | \$0.00 |

| Property Classification | | | |
|-------------------------|---------------|-------------------|-----------------|
| Status: | Unimproved | Location: | Urban |
| Property Class: | Single Family | City Size: | 5,001-12,000 |
| Zoning: | N/A | Lot Size: | <10,000 sq. ft. |

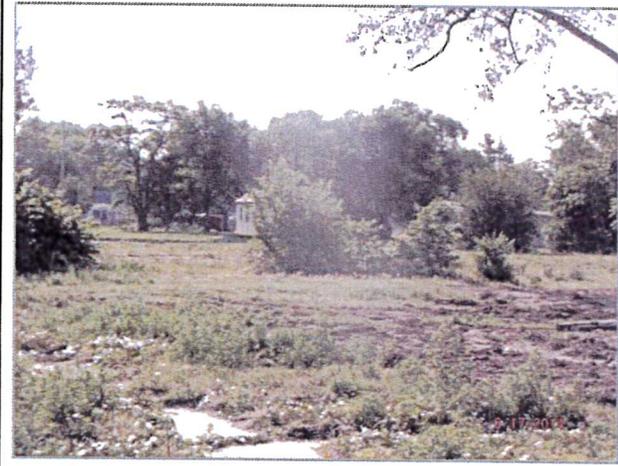
| Land Information | | | | |
|------------------|-----------|--------------|------------|-----------|
| Lot Width | Lot Depth | Value Method | # of Units | Lot Value |
| 50 | 140 | Sq. ft. | 7000 | 1050 |

\$ 0.29 per SF

| Historical Valuation Information | | | | | | | |
|----------------------------------|------------------------------|---------|---------|--------|---------|---------|---------|
| Year | Billed Owner | Land | Impr | Outldg | Total | Taxable | Taxes |
| 2014 | THOMAS/MICHAEL D & MERRIUL W | \$1,050 | \$0 | \$0 | \$1,050 | \$1,050 | \$18.48 |
| 2013 | THOMAS/MICHAEL D & MERRIUL W | \$1,050 | \$0 | \$0 | \$1,050 | \$1,050 | \$20.42 |
| 2012 | GRAFF/PETER M | \$1,050 | \$0 | \$0 | \$1,050 | \$1,050 | \$21.02 |
| 2011 | GRAFF/PETER M | \$1,050 | \$0 | \$0 | \$1,050 | \$1,050 | \$20.46 |
| 2010 | GRAFF/PETER M | \$1,050 | \$0 | \$0 | \$1,050 | \$1,050 | \$20.34 |
| 2009 | GRAFF/PETER M | \$1,050 | \$500 | \$0 | \$1,550 | \$1,550 | \$30.18 |
| 2008 | GRAFF/PETER M | \$1,050 | \$500 | \$0 | \$1,550 | \$1,550 | \$30.64 |
| 2007 | GRAFF/PETER M | \$1,050 | \$500 | \$0 | \$1,550 | \$1,550 | \$31.26 |
| 2006 | GRAFF/PETER M | \$1,050 | \$500 | \$0 | \$1,550 | \$1,550 | \$31.28 |
| 2005 | GRAFF/PETER M | \$1,050 | \$500 | \$0 | \$1,550 | \$1,550 | \$30.52 |
| 2004 | GRAFF/PETER M | \$1,250 | \$557 | \$0 | \$1,807 | \$1,807 | \$35.96 |
| 2003 | GRAFF/PETER M | \$1,250 | \$557 | \$0 | \$1,807 | \$1,807 | \$38.80 |
| 2002 | GRAFF/PETER M | \$1,250 | \$525 | \$0 | \$1,775 | \$1,775 | \$35.74 |
| 2001 | GRAFF/PETER M | \$1,750 | \$500 | \$0 | \$2,250 | \$2,250 | \$43.34 |
| 2000 | GRAFF/PETER M | | \$2,250 | | \$2,250 | \$2,250 | \$36.56 |
| 1999 | GRAFF/PETER M | | \$1,910 | | \$1,910 | \$1,910 | \$41.80 |
| 1998 | GRAFF/PETER M | | \$1,910 | | \$1,910 | \$1,910 | \$41.92 |
| 1997 | GRAFF/PETER M | | \$1,910 | | \$1,910 | \$1,910 | \$47.78 |
| 1996 | GRAFF/PETER M | | \$1,750 | | \$1,750 | \$1,750 | \$43.72 |
| 1995 | GRAFF/PETER M | | \$1,885 | | \$1,885 | \$1,885 | \$50.50 |

| Residential Datasheet | |
|----------------------------|----------------------------|
| Type | Heat Type |
| Quality / Condition | Foundation |
| Arch. Type | Slab Area |
| Year Built | Crawl Area |
| Actual Age N/A | Basement Area |
| Ext. Wall 1 | Min Finish 0 sq. ft |
| Ext. Wall 2 | Rec Finish |
| Base Area | Part Finish |
| Total Area | Bedrooms |
| Style 1 | Bathrooms |
| Style 2 | Garage Type |
| Roof Type | Garage Area |

Photo/Sketch



| Parcel Information | |
|--------------------------|---|
| Parcel ID | 000833300 |
| Links | Photo #1 |
| Map Number | 4281-00-0-00000-000-0000 |
| Cadastral # | C1 65 74 |
| Current Owner | GIORGIONE/PIETRO & PIETRO GIORGIONE JR PO 756 MCCOOK NE 69001- |
| Situs Address | 309 EAST 6TH STREET |
| Tax District | 80 |
| Tax ID | C1 65 74 |
| School District | S.D. #17 GEN/SPEC BLD |
| Neighborhood | 2505 |
| Property Class | Single Family |
| Lot Width x Depth | 50 x 140 |
| Legal Description | FOURTH ADDITION MCCOOK BLK 8, LOT 2 |

| Assessed Values | | | | |
|-----------------|---------|---------|--------------|--------------|
| Year | Total | Land | Improvements | Outbuildings |
| 2015 | \$4,900 | \$4,900 | \$0 | \$0 |

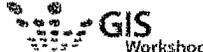
| 2014 Tax Information | |
|----------------------|----------|
| Taxes | \$86.32 |
| Tax Levy | 1.833000 |

| 2014 Tax Levy | |
|------------------------|----------|
| Description | Rate |
| CITY OF MCCOOK GEN | 0.319044 |
| COUNTY | 0.310926 |
| ED UNIT #15 | 0.014469 |
| HIGH PLAINS HISTORICAL | 0.001536 |
| MID-PLAINS GEN/CI/ADA | 0.082000 |
| NATURAL RESOURCE | 0.033177 |
| S.D. #17 BOND | 0.088076 |
| S.D. #17 GEN/SPEC BLD | 0.983772 |

| 99 Year Sales History | | | | |
|-----------------------|------------|-----------|---------------------------|------------|
| Date | Book/Page | # Parcels | Grantor | Price |
| 2015/04/10 | 2015-00577 | 1 | SCHAMEL/DONALD E (JR) | \$3,250.00 |
| 2012/08/13 | 2012-01755 | - | SCHAMEL/DONALD E (JR) | \$0.00 |
| 2009/03/30 | 2009-00508 | 1 | BROWN/CERMIT B & MARJORIE | \$3,000.00 |
| 2007/05/08 | 2007-00705 | 1 | MCCOOK NATIONAL BANK | \$509.78 |

7/13/2015

Red Willow County Assessor

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| | | | |
|------------|------------|------------------------------|------------|
| 2007/05/01 | 2007-00702 | 1 SAUVAGE/DANIEL D | \$0.00 |
| 2004/12/07 | 131-684 | 1 SAUVAGE/VERL A | \$0.00 |
| 2003/09/10 | 130-628 | 1 MATSON/HOWARD R & SANDRA K | \$5,500.00 |
| 2002/12/31 | 130-048 | 1 CONTRERAS/GRACE | \$1,000.00 |

| Property Classification | | | |
|-------------------------|---------------|-------------------|-----------------|
| Status: | Unimproved | Location: | Urban |
| Property Class: | Single Family | City Size: | 5,001-12,000 |
| Zoning: | N/A | Lot Size: | <10,000 sq. ft. |

| Land Information | | | | |
|------------------|-----------|--------------|------------|-----------|
| Lot Width | Lot Depth | Value Method | # of Units | Lot Value |
| 50 | 140 | Sq ft. | 7000 | 4900 |

\$0.46 per SF

| Historical Valuation Information | | | | | | | |
|----------------------------------|----------------------------|---------|----------|---------|----------|----------|----------|
| Year | Billed Owner | Land | Impr | Outbldg | Total | Taxable | Taxes |
| 2014 | GIORGIONE/PIETRO | \$4,900 | \$0 | \$0 | \$4,900 | \$4,900 | \$86.32 |
| 2013 | SCHAMEL/DONALD E (JR) | \$4,900 | \$0 | \$0 | \$4,900 | \$4,900 | \$95.32 |
| 2012 | SCHAMEL/DONALD E (JR) | \$4,900 | \$0 | \$0 | \$4,900 | \$4,900 | \$98.10 |
| 2011 | SCHAMEL/DONALD E (JR) | \$4,900 | | \$0 | \$4,900 | \$4,900 | \$95.54 |
| 2010 | SCHAMEL/DONALD (JR) | \$4,900 | \$1,500 | \$0 | \$6,400 | \$6,400 | \$123.92 |
| 2009 | SCHAMEL/DONALD (JR) | \$4,900 | \$1,500 | \$0 | \$6,400 | \$6,400 | \$124.66 |
| 2008 | SCHAMEL/DONALD (JR) | \$4,900 | \$1,500 | \$0 | \$6,400 | \$6,400 | \$126.50 |
| 2007 | BROWN/CERMIT B & MARJORIE | \$4,900 | \$1,500 | \$0 | \$6,400 | \$6,400 | \$129.04 |
| 2006 | BROWN/CERMIT B & MARJORIE | \$4,900 | \$1,500 | \$0 | \$6,400 | \$6,400 | \$129.14 |
| 2005 | BROWN/CERMIT B & MARJORIE | \$4,900 | \$1,500 | \$0 | \$6,400 | \$6,400 | \$126.02 |
| 2004 | BROWN/CERMIT B & MARJORIE | \$2,750 | \$19,828 | \$0 | \$22,578 | \$22,578 | \$449.36 |
| 2003 | BROWN/CERMIT B & MARJORIE | \$2,750 | \$19,828 | \$0 | \$22,578 | \$22,578 | \$484.90 |
| 2002 | SAUVAGE/VERL A | \$2,750 | \$18,706 | \$0 | \$21,456 | \$21,456 | \$431.92 |
| 2001 | MATSON/HOWARD R & SANDRA K | \$2,750 | \$17,815 | \$0 | \$20,565 | \$20,565 | \$396.10 |
| 2000 | MATSON/HOWARD R & SANDRA K | | \$20,565 | | \$20,565 | \$20,565 | \$334.16 |
| 1999 | MATSON/HOWARD R & SANDRA M | | \$20,785 | | \$20,785 | \$0 | \$0.00 |

7/13/2015

Red Willow County Assessor

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| | | | | | |
|------|----------------------------------|----------|----------|----------|----------|
| 1998 | MATSON/HOWARD R & SANDRA K | \$20,785 | \$20,785 | \$20,785 | \$456.22 |
| 1997 | CONTRERAS/GRACE LIFE ESTATE ETAL | \$20,785 | \$20,785 | \$20,785 | \$519.94 |
| 1996 | CONTRERAS/GRACE LIFE ESTATE ETAL | \$19,065 | \$19,065 | \$19,065 | \$476.28 |
| 1995 | CONTRERAS/GRACE LIFE ESTATE ETAL | \$17,435 | \$17,435 | \$17,435 | \$467.12 |
| 1994 | CONTRERAS/GRACE LIFE ESTATE ETAL | \$16,555 | \$16,555 | \$16,555 | \$423.26 |

Residential Datasheet

| | | | |
|----------------------------|-----|----------------------|----------|
| Type | | Heat Type | |
| Quality / Condition | | Foundation | |
| Arch. Type | | Slab Area | |
| Year Built | | Crawl Area | |
| Actual Age | N/A | Basement Area | sq. ft. |
| Ext. Wall 1 | | Min Finish | 0 sq. ft |
| Ext. Wall 2 | | Rec Finish | |
| Base Area | | Part Finish | |
| Total Area | | Bedrooms | |
| Style 1 | | Bathrooms | |
| Style 2 | | Garage Type | |
| Roof Type | | Garage Area | 0 sq. ft |

Building Permits

| Permit # | Date | Description | Amount |
|-----------------|-------------|--------------------|---------------|
| 8333 | 01/01/2006 | REMODEL HOUSE | |

Photo/Sketch

