

# **MCCOOK CITY COUNCIL**

## **REGULAR MEETING**

**Monday, September 21, 2020  
5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Citizen's Comments.
2. Announcements & Recognitions.
3. Public Hearings.
  - A. Public Hearing - Consider Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska.
    1. Adjourn the Public Hearing.
  - B. Adopt Resolution No. 2020-26 providing for the approval to the Final Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska.
4. Consent Agenda.
  - A. Approve the minutes of the September 8, 2020 regular City Council meeting.
  - B. Approve the application for a Special Designated Liquor License submitted by Loop Brewing Company, Liquor License #LK-093351, for a Farm Show to be held at the Red Willow County Fair Grounds Kipling Arena, 1412 West 5th Street, on November 18, 2020 from 10:00 A.M. to 1:00 A.M. and November 19, 2020 from 10:00 A.M. to 6:00 P.M.; and shall be subject to comply with any Directed Health Measures in effect at the time of the event.
  - C. Approve the St. Patrick Catholic Church request to close portions of East 4th and East "G" Streets and to utilize city property for their Annual Fall Festival on October 10 and 11, 2020.
  - D. Approve the Bid Specifications for Memorial Auditorium Roof Replacement and set the date to receive bids as October 13, 2020 at 2:00 P.M.
  - E. Adopt Resolution No. 2020-24 setting the property tax request for FY 2020/2021 at a different amount than the property tax request for the prior year.
  - F. Ratify the Mayor's appointment to the Parks Advisory Board - appoint Jeremy LaBrie to replace Bill Larington - term expires May 2022.

- G. Approve a Memorandum of Understanding with the McCook Area Chamber of Commerce whereby ACE funds will be appropriated for promotional activities that benefit the City of McCook.
  - H. Receive and file the minutes of the July 16, 2020 joint meeting of the Library Foundation and the Library Advisory Board and the September 14, 2020 Planning Commission meeting.
  - I. Approve a Sidewalk Cafe Permit Application from Citta' Deli allowing for the creation of an outdoor dining area on the sidewalk adjacent to the Citta' Deli building located at 110 West 1st Street, conditioned upon the execution of a final use agreement between the City of McCook and Citta' Deli.
  - J. Approve an application from Citta' Deli, LLC for an addition to their current Class "C" Liquor License issued by the Nebraska Liquor Control Commission, with said license to include an outdoor area owned by the City of McCook to Citta' Deli's approved area for purposes of Citta' Deli's Liquor License.
  - K. Adopt Resolution No. 2020-25 which establishes that there is a risk of exposure to COVID-19 through the use of municipal property for Heritage Days purposes and requiring the McCook Chamber of Commerce to enter into the COVID-19 License and Management Agreement for Use of Municipal Property for Heritage Days festivities.
  - L. Approve an Addendum to the Provision of Services to Senior Citizens Contract FY19-20 and FY20-21 with the West Central Nebraska Area Agency on Aging (ie. WCNAAA)
  - M. Receive and file the claims for the month of August 2020 as published September 18, 2020.
5. Regular Agenda.
- A. Consider Ordinance No. 2020-3013 and approve under suspension of the rule, with said Ordinance No. 2020-3013 repealing Ordinance No. 2020-3008 (a/k/a the "Sidewalk Cafe Ordinance") to allow for the "Sidewalk Cafes Ordinance" to occupy Chapter 120 of the City of McCook, Nebraska Code of Ordinances.
    - 1. Chairperson asks Clerk to read Ordinance No. 2020-3013 by title.
    - 2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
    - 3. Final passage of Ordinance No. 2020-3013.
    - 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
  - B. Council Comments.
  - C. 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 collective bargaining - McCook Professional Firefighters Association Local 2100.
    - 1. Nebraska Open Meetings Act statement, if the motion to close passes.
    - 2. Close Executive Session.
  - D. Adopt Resolution No. 2020-27 and Resolution No. 2020-28, amending the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100

for the period of October 1, 2020 to September 30, 2025, and authorize the Mayor to sign said agreement.

Adjournment.

**CITY MANAGER'S REPORT  
SEPTEMBER 21, 2020 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 3.A.** Public Hearing - Consider Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska.

**ITEM NO. 3.B.** Approve Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska.

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**BACKGROUND:**

An application has been received from MNB Bank, by and through their project developer, Engineering International, for the approval of a replat of a portion of Block 1 of the Westview Plaza Subdivision. The Westview Plaza Subdivision is zoned Business Commercial (BC). MNB Bank currently owns the lot located in the extreme southeastern corner of the Westview Plaza Subdivision. Tramlaw Remainderman Limited Partnership and WLM Retail Trust own the property surrounding MNB Bank's property. MNB Bank desires to purchase a portion of Tramlaw Remainderman Limited Partnership's and WLM Retail Trust's adjacent property in order to locate a professional building. The combination of the two parcels is necessary to provide MNB Bank with the space necessary to achieve their desired building design. MNB Bank has standing to bring this application forward due to the fact it owns the extreme southeastern lot and it has executed a purchase agreement with the current owners. The City has reviewed the purchase agreement and notes that a subdivision via the replat process is necessary to achieve the purchase agreement's objective. In order to perfect the sale, the impacted properties must be combined to form a new lot. If the replat request is approved, a new lot, Lot 1R, would be created and MNB would become the record title holder (pending closing).

Staff has reviewed the application and the proposed Replat No. 1 of Block 1, Westview Plaza Subdivision. Staff has also met with Matthew Clause of Engineering International to assure the City of McCook's subdivision regulations are complied with. After review, staff has no concerns with the application and support the replat request. Lot 1R meets the area regulations established for lots in a BC District. An access easement has been granted which will provide ingress and egress to the proposed Lot 1R. All utility concerns have been addressed.

At the September 21, 2020 McCook Planning Commission meeting, the Planning Commission voted unanimously to recommend approval of the application to the McCook City Council. There were no immediate concerns noted at the Planning Commission meeting with respect to the application.

**RECOMMENDATIONS:**

**ITEM NO. \_\_\_** Public Hearing - Consider Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska.

**ITEM NO. \_\_\_** Approve Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska.

**EXHIBIT #1**

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**APPROVALS:**



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Nathan A. Schneider, City Manager

September 15, 2020



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Lea Ann Doak, City Clerk

September 15, 2020

**NOTICE OF PUBLIC HEARING  
PRELIMINARY PLAT AND FINAL PLAT APPROVAL**

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the preliminary plat and the final plat on the following described property to be known as Replat No. 1 of Block 1, Westview Plaza Subdivision:

A tract of land being part of Block One (1), Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska.

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

SEPTEMBER 14, 2020 - 5:15 P.M.  
MCCOOK PLANNING COMMISSION  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

SEPTEMBER 21, 2020 - 5:30 P.M.  
MCCOOK CITY COUNCIL  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

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

-s- Lea Ann Doak  
City Clerk

Publish: September 4, 2020.  
Mail: September 4, 2020.  
Post: September 4, 2020.

**EXHIBIT #2**

**PAGE(S) - 1**

Property Owners Notified:

GOODWILL INDUSTRIES  
1804 S EDDY  
GRAND ISLAND, NE 68801

LEWIS MOTOR SPORTS  
401 N HWY 83  
MCCOOK, NE 69001

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

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

TRACTOR SUPPLY, INC.  
PO BOX 2440  
SPOKANE, WA 99210

DOLLAR GENERAL CORPORATION  
STORE #4666/CASS INFO  
PO BOX 182595  
COLUMBUS, OH 43211

TOM BREDVICK, PRESIDENT  
MCCOOK PUBLIC SCHOOLS  
600 WEST 7<sup>TH</sup>  
MCCOOK, NE 69001

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

**EXHIBIT #3**

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**CITY OF McCOOK**

**LAND USE ACTION REQUEST FORM**

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

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

Name of Project: MNB - REPLAT

Description of Project: REPLAT NO. 1 OF BLOCK 1 WESTVIEW PLAZA SUBDIVISION TO THE CITY  
OF McCOOK, RED WILLOW COUNTY, NEBRASKA

Project sponsor or developer:

Name: MNB BANK

Address: 220 NORRIS AVE. MCCOOK, NE 69001

Phone number: (308) 345-4240

Fax number: (308) 345-3767

E-mail Address: BEsch@MNB.BANK

Land owner or owners:

Name: MNB BANK

Address: 220 NORRIS AVE. MCCOOK, NE 69001

Phone number: (308) 345-3767

Fax number: (308) 345-3767

E-Mail Address: BEsch@MNB.BANK

\*SEE "ADDITIONAL LANDOWNERS ATTACHMENT" FOR ALL OTHER LANDOWNERS

**EXHIBIT #4**

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ADDITIONAL LANDOWNERS AND SIGNATURES

Land owner or owners:

Name: WLM Retail Trust

Address: 30019 Smith Road Deer Grove, IL 61243

Phone number: \_\_\_\_\_

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

E-Mail Address: jclorentzen@gmail.com

Land owner or owners:

Name: Tramlaw Remainderman Limited Partnership

Address: 30019 Smith Road Deer Grove, IL 61243

Phone number: \_\_\_\_\_

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

E-Mail Address: jclorentzen@gmail.com

Authorization of the land use action by land owner:

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

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

x

Authorization of the land use action by land owner:

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

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address and physical location of the Proposed Land Use Action: 202 WESTVIEW PLAZA  
McCOOK, NEBRASKA 69001

Property Description (Of the parent parcel for subdivisions): SOUTH EAST CORNER OF  
WESTVIEW PLAZA

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

**Required Information:**

See Attached sheets for required information for:

- Subdivisions **(REPLAT)**
- Zone Changes and special exceptions
- Planned developments

**FEE PAID:**      \$ 200.00 (See attached schedule of fees)

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

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

**REQUIRED ATTACHMENTS:**

**For Subdivisions:**

REPLAT OF EXISTING Sketch Plan:  
SUBDIVISION  
NOT APPLICABLE.  
REPLAT DOCUMENT  
ATTACHED

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

REPLAT OF EXISTING Attachments:  
SUBDIVISION  
NOT APPLICABLE

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

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

\_\_\_\_\_  
If so, briefly explain what they might consist of.  
\_\_\_\_\_

\_\_\_\_\_  
(Attach explanation)

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

X Preliminary Plat Submission:

- X (a) Plat Submission Requirements: The subdivider shall submit to the Zoning Administrator:  
X five (5) copies of the preliminary plat and any supplemental materials specified by the Planning Commission of conditional approval. (The plat submission requirements are stipulated under C-3 Procedure for conditional approval of Preliminary Plat of the City of McCook Subdivision Regulations)
- X (b) Fees: A plat review fee shall accompany the preliminary plat in the amount specified in the City Fee Ordinance. (See Attached list of fees for building, zoning, and subdivision actions)
- X (c) Scale and Preliminary Plat contents. Preliminary plats shall be a scale of one (1) inch to one hundred (100) feet or 1" = 200' if seventy-five percent (75%) of the lots are one (1) acre or larger, and shall be prepared with the following information:
- X (1) The proposed name of the subdivision (the name shall not duplicate or too closely resemble the name or names of any existing subdivision).
  - X (2) The location of the boundary lines of the subdivision and reference to the section or quarter section lines.
  - X (3) The names and addresses of the owner, developer, and the engineer who prepared the plat.
  - X (4) Scale of the plat, one inch = one hundred feet or larger.
  - X (5) Date of preparation and north point.
  - X (6) Present zoning.
  - X (7) Existing conditions:
    - NA aa. Location, width and name of platted streets or other public ways, railroads and utility rights-of-way, parks and other public open spaces and permanent buildings within or adjacent to the proposed subdivision shall be shown on the Preliminary Plat.
    - NA bb. All existing sewers, water mains, gas mains, culverts, or other underground installations, within the proposed subdivision, or adjacent thereto, with pipe size and manholes, grades and location shall be shown. Control elevation of surface drainage entering and existing from the property.
    - NA cc. Names of adjacent subdivisions together with arrangement of streets and lots, and owners of adjacent parcels of unsubdivided land shall be shown.

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

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, that Tramlaw Remainderman Limited Partnership, WLM Retail Trust, and MNB Bank, being the sole owners of the land described herein, have caused the same to be surveyed, subdivided, platted and designated as "Replat No. 1 of Block 1, Westview Plaza Subdivision", a subdivision to the City of McCook, Red Willow County, Nebraska, and hereby dedicate to the use and benefit of the public, the streets and utility easements (if any) as shown on said plat, and acknowledge said addition to be made with the free consent and in accord with the desires of said owners.

**ACKNOWLEDGEMENTS**

Tramlaw Remainderman Limited Partnership  
By its General Partner, Lorentzen Investment Manager, LLC  
By its Manager, Lorentzen Investments, L.L.C.

John C. Lorentzen, Manager  
State of Nebraska  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by John C. Lorentzen, Manager, Lorentzen Investments, L.L.C.

(SEAL) \_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_.

WLM Retail Trust  
By Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee

Mark H. Brzoska, Vice President  
State of Nebraska  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Mark H. Brzoska, Vice President, Wilmington Trust Company, Owner Trustee.

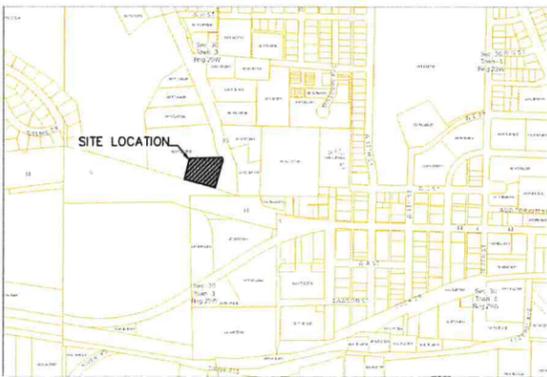
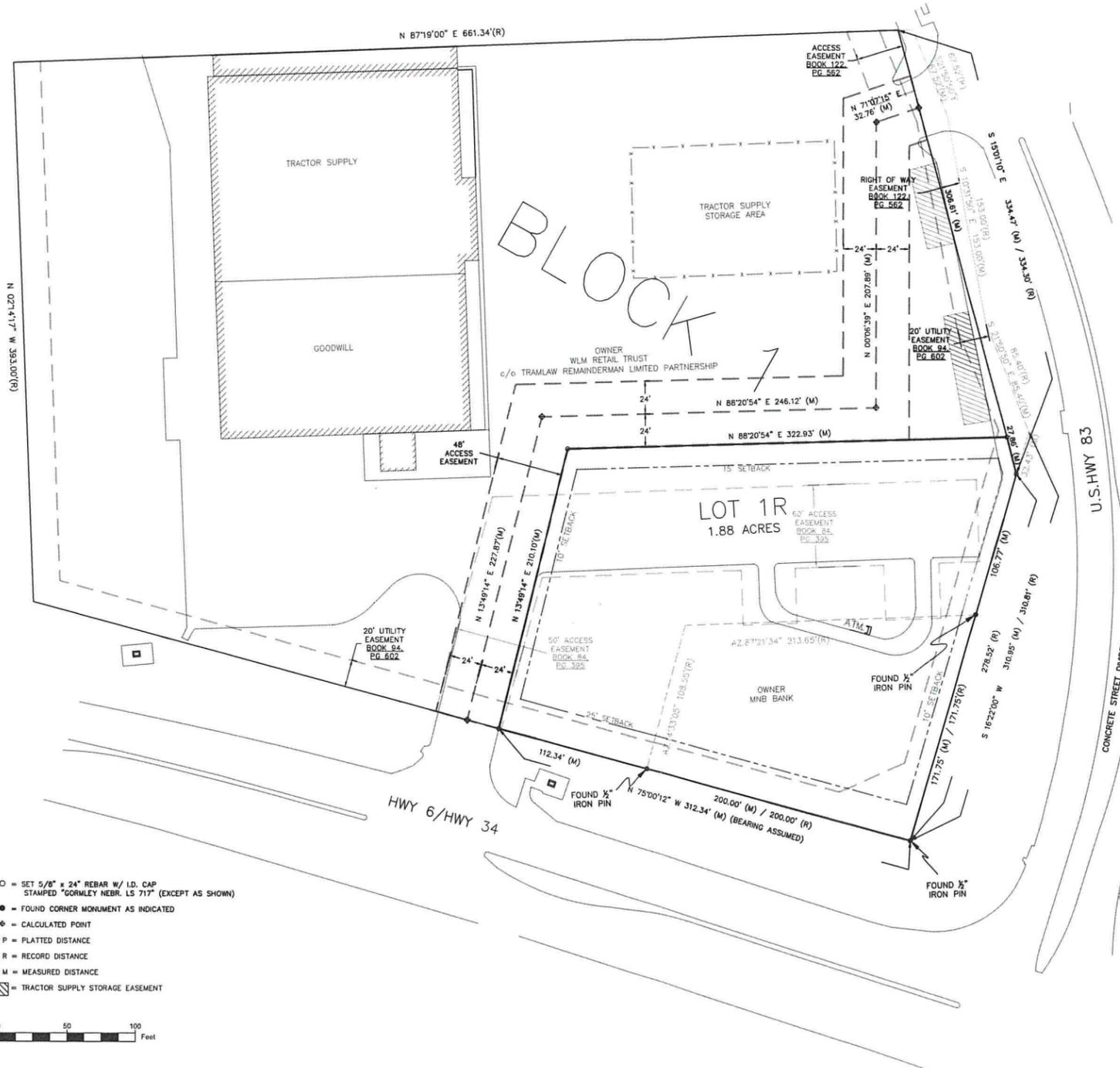
(SEAL) \_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_.

MNB Bank  
Brian D. Esch, President and CEO  
State of Nebraska  
County of \_\_\_\_\_

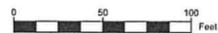
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Brian D. Esch, President and CEO, MNB Bank.

(SEAL) \_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_.

**REPLAT NO. 1 OF BLOCK 1  
WESTVIEW PLAZA SUBDIVISION TO THE CITY OF MCCOOK,  
RED WILLOW COUNTY, NEBRASKA**



- = SET 5/8" x 24" REBAR W/ I.D. CAP STAMPED "GORMLEY NEBR. LS 717" (EXCEPT AS SHOWN)
- = FOUND CORNER MONUMENT AS INDICATED
- ◆ = CALCULATED POINT
- P = PLATTED DISTANCE
- R = RECORD DISTANCE
- M = MEASURED DISTANCE
- ▨ = TRACTOR SUPPLY STORAGE EASEMENT



**2 REPLAT BLOCK 1, LOT 1R**  
SCALE: 1" = 50' (22"x34")  
1" = 100' (11"x17")

**SURVEYOR'S CERTIFICATE**

I, Jay D. Gormley, a Registered Land Surveyor in the State of Nebraska, do hereby certify that, under my personal supervision, this plat of "Replat No. 1 of Block 1, Westview Plaza Subdivision", a subdivision to the City of McCook, Red Willow County, Nebraska, was prepared from an actual survey completed on the \_\_\_\_ day of \_\_\_\_\_, 2020, and is true and correct to the best of my knowledge. The lot corners are marked with rebar firmly driven in the ground (except as shown on the above plat), the dimensions of the lots are as shown on the above plat and the lots bear their own number.

(SEAL) \_\_\_\_\_  
Nebraska Land Surveying, LLC  
Jay D. Gormley, Manager  
Nebraska Registered Land Surveyor No. 717  
Date \_\_\_\_\_

**PLANNING COMMISSION**

BE IT RESOLVED BY THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA, that the plat of "Replat No. 1 of Block 1, Westview Plaza Subdivision", a subdivision to the City of McCook, Red Willow County, Nebraska, being duly made out, acknowledged and certified, and the same hereby is approved.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

Kurt Vosburg, Chairman  
Chad Lyons, Secretary

**CITY OF MCCOOK**

BE IT RESOLVED BY THE MAYOR AND CITY CLERK OF THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA, that the plat of "Replat No. 1 of Block 1, Westview Plaza Subdivision", a subdivision to the City of McCook, Red Willow County, Nebraska, being duly made out, acknowledged and certified, and the same hereby is approved, accepted and ordered filed and recorded in the Office of the Register of Deeds, Red Willow County, Nebraska.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

Mike Gonzales, Mayor  
LeaAnn Doak, City Clerk

**LEGAL DESCRIPTION**

A tract of land being part of Block One (1), Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska, more particularly described as follows: Beginning at the Southeast corner of Block 1, Westview Plaza Subdivision and assuming the South line of Block 1, Westview Plaza Subdivision as bearing N 75°00'12" W and all bearings contained herein are relative thereto; thence N 75°00'12" W, on the South line of said Block 1, a distance of 312.34 feet; thence leaving the South line of said Block 1, N 13°49'14" E a distance of 210.10 feet; thence N 88°20'54" E a distance of 322.93 feet to a point on the West line of U.S. Highway No. 83; thence S15°01'10" E, on the West line of said U.S. Highway No. 83, a distance of 27.86 feet; thence continuing on the West line of said U.S. Highway No. 83, S 16°22'00" W a distance of 278.52 feet to the place of beginning. Containing 1.88 acres, more or less.

**LEGAL DESCRIPTION FOR THE ACCESS EASEMENT**

A 48.00 foot wide strip of land being part of Block One (1), Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska, with said 48.00 foot wide strip of land being 24.00 feet on each side of the following described centerline: Referring to the Southeast corner of Block 1, Westview Plaza Subdivision and assuming the South line of Block 1, Westview Plaza Subdivision as bearing N 75°00'12" W and all bearings contained herein are relative thereto; thence N 75°00'12" W, on the South line of said Block 1, a distance of 336.34 feet to the ACTUAL PLACE OF BEGINNING; thence leaving the South line of said Block 1, N 13°49'14" E a distance of 227.87 feet; thence N 88°20'54" E a distance of 246.12 feet; thence N 00°06'39" E a distance of 207.89 feet; thence N 71°07'15" E a distance of 32.76 feet to a point on the West line of U.S. Highway No. 83 and the termination of said centerline.

**EXHIBIT #5**

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[308] 340-5963  
**ENGINEERING INTERNATIONAL**  
 402 Norris Ave Ste 203  
 McCook, NE 69001-0401

© 2020 Engineering International, Inc.

**NEBRASKA LAND SURVEYING, LLC**  
 A NEBRASKA CENTRAL CORPORATION  
 OFFICE: 308-452-6669 CELL: 308-251-1908

**REPLAT NO. 1 OF BLOCK 1  
WESTVIEW PLAZA SUBDIVISION TO THE CITY OF  
MCCOOK, RED WILLOW COUNTY, NEBRASKA**

McCook Planning Commission  
September 14, 2020  
5:15 PM Central

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

Present: Vice Chair Hilker; Commissioners Bradley, Davidson, Dueland, Friehe, Lyons, McDowell, Stevens.

Absent: Chair Vosburg, Commissioner Graham.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 11, 2020, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Vice Chair Hilker 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 August 10, 2020 regular Planning Commission meeting.

Motion to approve the minutes of the August 10, 2020 regular Planning Commission meeting. This motion, made by McDowell and seconded by Matt Davidson, passed.

Vosburg: ABSENT, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: YEA, Lyons: YEA, McDowell: YEA, Stevens: YEA, Graham: ABSENT.

YEA: 8, NAY: 0, ABSENT: 2

2. Public Hearings and Regular Agenda.

A. Public Hearing - Consider Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Stevens and seconded by McDowell, passed.

Vosburg: ABSENT, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: YEA, Lyons: YEA, McDowell: YEA, Stevens: YEA, Graham: ABSENT.

YEA: 8, NAY: 0, ABSENT: 2

**EXHIBIT #6**

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The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the September 14, 2020 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); and Exhibit #5 - proposed Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska (1 page).

City Manager Schneider reviewed the following information contained in Exhibit #1: "An application has been received from MNB Bank, by and through their project developer, Engineering International, for the approval of a replat of a portion of Block 1 of the Westview Plaza Subdivision. The Westview Plaza Subdivision is zoned Business Commercial (BC). MNB Bank currently owns the lot located in the extreme southeastern corner of the Westview Plaza Subdivision. Tramlaw Remainderman Limited Partnership and WLM Retail Trust own the property surrounding MNB Bank's property. MNB Bank desires to purchase a portion of Tramlaw Remainderman Limited Partnership's and WLM Retail Trust's adjacent property in order to locate a professional building. The combination of the two parcels is necessary to provide MNB Bank with the space necessary to achieve their desired building design. MNB Bank has standing to bring this application forward due to the fact it owns the extreme southeastern lot and it has executed a purchase agreement with the current owners. The City has reviewed the purchase agreement and notes that a subdivision via the replat process is necessary to achieve the purchase agreement's objective. In order to perfect the sale, the impacted properties must be combined to form a new lot. If the replat request is approved, a new lot, Lot 1R, would be created and MNB would become the record title holder (pending closing)."

"Staff has reviewed the application and the proposed Replat No. 1 of Block 1, Westview Plaza Subdivision. Staff has also met with Matthew Clause of Engineering International to assure the City of McCook's subdivision regulations are complied with. After review, staff has no concerns with the application and support the replat request. Lot 1R meets the area regulations established for lots in a BC District. An access easement has been granted which will provide ingress and egress to the proposed Lot 1R. All utility concerns have been addressed."

Alexis Davidson, Attorney representing the applicant, was present to address questions from the Commission.

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

Vosburg: ABSENT, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: YEA, Lyons: YEA, McDowell: YEA, Stevens: YEA, Graham: ABSENT.

YEA: 8, NAY: 0, ABSENT: 2

B. Recommend approval to the City Council the Final Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska.

Motion to recommend approval to the City Council Final Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska. This motion, made by

McDowell and seconded by Dueland, passed.

Vosburg: ABSENT, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: YEA, Lyons: YEA, McDowell: YEA, Stevens: YEA, Graham: ABSENT.

YEA: 8, NAY: 0, ABSENT: 2

**Adjournment.**

With no further business, Vice Chair Hilker declared the Planning Commission meeting adjourned at 5:30 P.M.

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Lea Ann Doak, City Clerk  
Recording Secretary

RESOLUTION NO. 2020-26

WHEREAS, MNB BANK applied for approval of a subdivision of a part of Block One (1), Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska, located within the corporate limits of the City of McCook to be known as Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska.

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

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

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

PASSED AND APPROVED THIS 21<sup>st</sup> day of September, 2020.

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

ATTEST:

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

**EXHIBIT #7**

**PAGE(S) - 1**

**CITY MANAGER'S REPORT  
SEPTEMBER 21, 2020 CITY COUNCIL MEETING**

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**ITEM:**      4.A.

Approve the minutes of the September 8, 2020 regular City Council meeting.

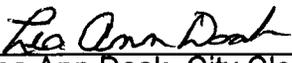
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**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**      None.

**APPROVALS:**

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

September 17, 2020

McCook City Council  
September 8, 2020  
5:30 PM Central

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

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

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Library Director Crocker, Utilities Director Dutcher, Utilities Superintendent Fawver, Fire Chief Harpham, Public Works Director Potthoff, and Senior Services Director Siegfried, and Police Chief Smith.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 3, 2020, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Gonzales announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Gonzales called the meeting to order.

**1. Citizen's Comments.**

Andy Long, resident, spoke in support of the McCook Chamber of Commerce contract and encouraged the Council to consider the use of public-private planning partnerships for development of some of the large infrastructure that the community needs, such as ballpark upgrades.

**2. Announcements & Recognitions.**

City Manager Schneider expressed condolences to the families of Larry Dicke and Ken Keslin who were lost in a tragic accident this past weekend. Both of them were dedicated, hard working employees of the City. They both came to work and did their job, with no fanfare. We are fortunate to have had the opportunity to work with Larry and Ken. More importantly, we were lucky to be their friends.

**3. Public Hearings.**

3.A. Public Hearing - consider the 2021 McCook Plan of Street Improvements.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the 2021 McCook Plan of Street Improvements with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Hepp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated September 8, 2020 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - proposed Resolution No. 2020-18 (1 page); Exhibit #4 - One Year Street Plan (1 page); Exhibit #5 - Long Range Street Plan (1 page); Exhibit #6 - Map of 2021 - Plan of Street Improvements (1 page); Exhibit #7 - 2021 One & Six Year Plan Budget (1 page); and Exhibit #8 - Projects Completed or Contracted in the Last Fiscal Year (1 page).

Greg Wolford and Kyle Potthoff discussed the progress of the current street plan. They also discussed what will be coming up in the next couple of years.

Motion to adjourn the public hearing and reconvene as a City Council. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

3.B. Adopt Resolution No. 2020-18 approving the 2021 McCook Plan of Street Improvements.

Motion to adopt Resolution No. 2020-18 approving the 2021 McCook Plan of Street Improvements. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

3.C. Receive and file request from the McCook Chamber of Commerce to continue the City's appropriation to the Chamber.

Dawson Brunswick, McCook Chamber of Commerce President/CEO presented the Chamber's request to the Council for \$6,000 from ACE Fund Program dollars to be used on promoting four community growth events and projects; 1) Crazy Days; 2) Heritage Days; 3) promote local Christmas shopping; and 4) relocation packets.

3.D. Public Hearing - FY 2020/2021 Annual Budget.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the proposed FY 2020/2021 Annual Budget with the City Attorney to act as hearing officer. This motion, made by Weedon and seconded by Muehlenkamp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated

September 8, 2020 (1 page) and Exhibit #2 - Notice of Hearing published (1 page).  
City Manager Schneider reviewed information contained in Exhibit #2.

No public comment.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a City Council. This motion, made by Weedin and seconded by Hepp, passed.  
Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

3.E. Public Hearing - Set Final Tax Request at a different amount than the prior year.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on setting the final tax request at a different amount than the prior year, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Gonzales, passed.  
Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated September 8, 2020 (1 page) and Exhibit #2 - Notice of Hearing published (1 page).

City Manager Schneider reviewed Exhibit #2.

No public comment.

With no one else present to comment motion to adjourn the public hearing and to reconvene as a City Council. This motion, made by Calvin and seconded by Hepp, passed.  
Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

3.F. Consider Ordinance No. 2020-3010 providing for the adoption of the budget for FY 2020/2021.

Mayor Gonzales asked the Clerk to read Ordinance No. 2020-3010 by title.

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

Ordinance No. 2020-3010 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. This motion, made by Weedin and seconded by Gonzales, passed.  
Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: NAY.  
YEA: 4, NAY: 1

Motion for final passage of Ordinance No. 2020-3010. This motion, made by Gonzales and seconded by Hepp.

Discussion included the future of the pool; the need for a report from the Pool Committee - what were their recommendations, what was their projected cost for a new pool and what do they estimate the annual maintenance costs to increase to; how would the project be funded; utilizing an additional .5% city sales tax revenue for a pool bond; getting an engineer involved for development of options and design of a pool; and the status of entry signs at each entrance to the City.

Grant Norgaard, chairman of the Pool Committee, was present at the meeting to address questions from the Council, telling the Council that the committee had met once over the summer via ZOOM and that he believed the community would benefit from a new pool; the estimated project cost was around \$5 million; the committee did not prepare an official report; and funding would come from a capital campaign and city funds.

Ike Brown, city resident, suggested contacting communities that have already constructed new pools to find out what features their pools have, what was the cost of their project, how it was funded, and what effect did it have on their budget for operations.

It was the consensus of the Council to utilize available safety dividend dollars for front step replacement at the auditorium; using \$6,000 in ACE funds for funding of the Chamber request; and designating \$72,000 in sales tax revenue for roof replace at the auditorium.

Motion on the floor for final passage of Ordinance No. 2020-3010 was considered, passed.  
Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

Mayor Gonzales stated for the record that Ordinance No. 2020-3010 is declared lawfully passed and adopted upon publication as required by law.

3.G. Ordinance No. 2020-3011 providing for the adoption of the FY 2020/2021 Fiscal Year Employee Classification Pay Plan.

Mayor Gonzales asked the Clerk to read Ordinance No. 2020-3011 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2020/2021 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER 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. 2020-3011 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. This motion, made by Weedon and seconded by Calvin, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

Motion for final passage of Ordinance No. 2020-3011. This motion, made by Weedon and seconded by Calvin, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

Mayor Gonzales stated for the record that Ordinance No. 2020-3011 is declared lawfully passed and adopted upon publication as required by law.

3.H. Approve increase of Restricted Funds Limit by an additional 1% for Unused Restricted Funds Authority.

Motion to approve increase of Restricted Funds Limit by an additional 1% for Unused Restricted Funds Authority. This motion, made by Calvin and seconded by Gonzales, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

#### **4. Consent Agenda.**

Councilmember Calvin requested that Item H and Item M be removed from the Consent Agenda and placed on the Regular Agenda.

Mayor Gonzales requested that Item F, Item J, and Item K be removed from the Consent Agenda and placed on the Regular Agenda.

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

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

4.A. Approve the minutes of the August 17, 2020 regular City Council meeting.

4.B. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a wedding reception to be held at the Red Willow County 4-H Building, 1412 West 5th Street, on October 3, 2020 from 12:00 P.M. to 1:00 A.M.; and shall be subject to comply with any Directed Health Measures in effect at the time of the event.

4.C. Approve Resolution No. 2020-19 authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance Form 2020 to the Nebraska Board of Public Roads Classification and Standards.

4.D. Approve the appointment of City Manager Nate Schneider, Public Works Director Kyle

Potthoff, Airport Maintenance Operator Ken Vontz, and Airport Advisory Commission member Griff Malleck to the Selection Board for engineering services for the Airport Master Plan at McCook Ben Nelson Regional Airport.

- 4.E. Ratify the Mayor's appointments to the Economic Development Plan Citizen's Advisory Review committee - appoint Bob Elder to replace Gary Wiemers - term expires July 2023; the Board of Health - appoint Joel Smith - term expires June 2021; the Parks Advisory Board - reappoint Mark Friehe - term expires May 2023; and the Tree Advisory Board - appoint Ashley Sydow to replace Mary Pate - term expires April 2025.
- 4.G. Approve Bid Specifications and Documents for three (3) new Ambulance Power Load Systems and Cots (stretchers) and set the date to receive bids as September 30, 2020 at 2:00 P.M.
- 4.I. Approve the Certification of Completion and release for Project No. 3-31-0052-015 Concrete Rehabilitation, Crack Sealing and Painting at McCook Nelson Regional Airport and authorize the Mayor to sign.
- 4.L. Approve the application for a Special Designated Liquor License submitted by the McCook Chamber of Commerce for a Community Celebration Mixer to be held at the Keystone Business Center, 402 Norris Avenue, on September 23, 2020 from 10:00 A.M. to 2:00 A.M.

**5. Regular Agenda.**

- 4.F. Approve the request from Ronda Graff to utilize city streets and walking trails for the 2020 Republican River Fitness Series on the following dates September 26, November 21, and December 12, 2020.

Motion to approve the request from Ronda Graff to utilize city streets and walking trails for the 2020 Republican River Fitness Series on the following dates September 26, November 21, and December 12, 2020. This motion, made by Gonzales and seconded by Calvin, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

Mayor Gonzales questioned how they meet COVID requirements.

- 4.H. Approve Bid Specifications for two (2) new Dispatch Consoles for use by the McCook Police Department and set the date to receive bids as September 30, 2020 at 2:30 P.M.

Motion to approve Bid Specifications for two (2) new Dispatch Consoles for use by the McCook Police Department and set the date to receive bids as September 30, 2020 at 2:30 P.M. This motion, made by Calvin and seconded by Gonzales, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

- 4.J. Approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show on September 26 & 27, 2020; for the closing of Norris Avenue from "G" Street to "H" Street - after the parade on Saturday until Sunday evening, the 100 block of East "G" Street beginning at 3:00 p.m. on Friday, September 25, 2020 until Sunday evening, the 700 and 800 blocks of East 1st, the 100 and 200 blocks of East "H" Street beginning at 5:00 A.M., September 26, 2020 until Sunday evening, the 100 block of West "G" street from 5:00 a.m. on Saturday September 26, 2020 until after the parade; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 26, 2020; the use of City Streets around Norris Park from the conclusion of the parade until 4:00 P.M. on Saturday, September 26, 2020 for a car and tractor show.

Motion to approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show on September 26 & 27, 2020; for the closing of Norris Avenue from "G" Street to "H" Street - after the parade on Saturday until Sunday evening, the 100 block of East "G" Street beginning at 3:00 p.m. on Friday, September 25, 2020 until Sunday evening, the 700 and 800 blocks of East 1st, the 100 and 200 blocks of East "H" Street beginning at 5:00 A.M., September 26, 2020 until Sunday evening, the 100 block of West "G" street from 5:00 a.m. on Saturday September 26, 2020 until after the parade; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 26, 2020; the use of City Streets around Norris Park from the conclusion of the parade until 4:00 P.M. on Saturday, September 26, 2020 for a car and tractor show. This motion, made by Gonzales and seconded by Weedin, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

An agreement addressing COVID concerns will be brought for Council consideration at the September 21 meeting.

- 4.K. Approve the McCook Area Chamber of Commerce Heritage Days request to close the 400 Block of Norris Avenue for the Heritage Days Mixer on September 23, 2020 from 5:00 P.M. to 8:00 P.M.

Motion to approve the McCook Area Chamber of Commerce Heritage Days request to close the 400 Block of Norris Avenue for the Heritage Days Mixer on September 23, 2020 from 5:00 P.M. to 8:00 P.M. This motion, made by Gonzales, seconded by Weedin, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

- 4.M. Approve Resolution No. 2020-20 amending the rates for the ambulance service operated by the City of McCook, Nebraska.

Motion to approve Resolution No. 2020-20 amending the rates for the ambulance service operated by the City of McCook, Nebraska. This motion, made by Calvin, seconded by Muehlenkamp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

5.A. Approve Employment Agreement with City Manager Nathan A. Schneider and authorize the Mayor to sign.

Motion to approve the Employment Agreement with City Manager Nathan A. Schneider and authorize the Mayor to sign. This motion, made by Calvin and seconded by Gonzales, passed.  
Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

5.B. Consider Ordinance No. 2020-3012 setting the salary and compensation of City Manager Nathan A. Schneider.

Mayor Gonzales introduced Ordinance No. 2020-3012 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA SETTING THE SALARY AND COMPENSATION OF THE CITY MANAGER OF THE CITY OF MCCOOK; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2020-3012 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. This motion, made by Weedon and seconded by Calvin, passed.  
Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

Motion for final passage of Ordinance No. 2020-3012. This motion, made by Gonzales and seconded by Calvin, passed.  
Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.  
YEA: 5, NAY: 0

Mayor Gonzales stated for the record that Ordinance No. 2020-3012 is declared lawfully passed and adopted upon publication as required by law.

5.C. Council Comments.

Council comments included thanking staff for all that they do when preparing the budget; extending condolences to the families of Larry Dicke and Ken Keslin; recognizing the Fire Department on receiving the grant for the purchase of ambulance power load systems and cots; and thanking all who attended the meeting tonight.

5.D. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to collective bargaining - McCook

Professional Firefighters Association Local 2100.

Motion to go into executive session for the protection of public interest for a strategy session with respect to collective bargaining - McCook Professional Firefighters Association Local 2100 at 7:25 P.M. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

Mayor Gonzales stated for the record that at this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the purpose of the protection of public interest for a strategy session with respect to collective bargaining - the McCook Professional Firefighters Association Local 2100.

The Council will reconvene in public session following this closed session.

Included in the closed session were City Manager Schneider, City Attorney Mustion, City Clerk Doak, and Fire Chief Harpham.

Motion to come out of executive session at 7:34 P.M. This motion, made by Weedon and seconded by Muehlenkamp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

5.E. Adopt Resolution No. 2020-22 and Resolution No. 2020-23, ratifying the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2020 to September 30, 2025, and authorize the Mayor to sign said agreement.

Motion to adopt Resolution No. 2020-22 and Resolution No. 2020-23, ratifying the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2020 to September 30, 2025, and authorize the Mayor to sign said agreement. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

5.F. 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 collective bargaining - the Fraternal Order of Police Lodge 57.

Motion to go into executive session for the protection of public interest for a strategy session with respect to collective bargaining - the Fraternal Order of Police Lodge 57 at 7:36 P.M. This motion, made by Calvin and seconded by Weedon, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

Mayor Gonzales stated for the record that at this time, pursuant to the Nebraska Open Meetings Act,

a closed session will be held for the purpose of the protection of public interest for a strategy session with respect to collective bargaining - the Fraternal Order of Police Lodge 57. The Council will reconvene in public session following this closed session.

Included in the closed session were City Manager Schneider, City Attorney Mustion, City Clerk Doak, and Police Chief Smith.

Motion to come out of executive session at 7:43 P.M. This motion, made by Weedon and seconded by Calvin, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

5.G. Adopt Resolution No. 2020-21 ratifying the Collective Bargaining Agreement between the City of McCook and the Fraternal Order of Police, Lodge 57 for the period of October 1, 2020 to September 30, 2022, and authorize the Mayor to sign said agreement.

Motion to adopt Resolution No. 2020-21 ratifying the Collective Bargaining Agreement between the City of McCook and the Fraternal Order of Police, Lodge 57 for the period of October 1, 2020 to September 30, 2022, and authorize the Mayor to sign said agreement. This motion, made by Calvin and seconded by Weedon, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

**Adjournment.**

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 7:44 P.M.

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Michael D. Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
SEPTEMBER 21, 2020 CITY COUNCIL MEETING**

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**ITEM:        4.B.**

Approve the application for a Special Designated Liquor License submitted by Loop Brewing Company, Liquor License #LK-093351, for a Farm Show to be held at the Red Willow County Fair Grounds Kipling Arena, 1412 West 5th Street, on November 18, 2020 from 10:00 A.M. to 1:00 A.M. and November 19, 2020 from 10:00 A.M. to 6:00 P.M.; and shall be subject to comply with any Directed Health Measures in effect at the time of the event.

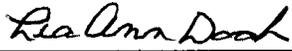
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**BACKGROUND:**

Loops 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.

**APPROVALS:**

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

September 17, 2020

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

September 17, 2020

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**Loop Brewing Company LLC**

**Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)**

**404 West A Street, McCook, NE 69001**

**Retail Liquor License Address or Non-Profit Business Address**

**LK - 93351**

**Retail License Number or Non-Profit Federal ID #**

<u>Consecutive Dates only</u>	11/18/20	11/19/20				
Event Date(s):						
Event Start Time(s):	10 AM	10 AM				
Event End Time(s):	1 AM	6 PM				

**Alternate Date:** \_\_\_\_\_

**Alternate Location Building & Address:** \_\_\_\_\_

**Event Building Name:** Kiplinger Arena

**Event Street Address/City:** 1412 West 5th, McCook, NE 69001

**Indoor area to be licensed in length & width:** 140 X 300

**Outdoor area to be licensed in length & width:** \_\_\_\_\_ X \_\_\_\_\_ (Diagram Form #109 must be attached)

**Type of Event:** Farm Show Estimate # of attendees: 300

**Type of alcohol to be served:** Beer  Wine  Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

**Event Contact Name:** Tyler Loop **Event Contact Phone Number:** 308-737-9921

**Event Contact Email:** loopbrewingcompany@yahoo.com

**\*Signature Authorized Representative:**  **Printed Name** Tyler Loop

*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.*

**\*Retail licensee – Must be signed by a member listed on permanent license**  
**\*Non-Profit Organization – Must be signed by a Corporate Officer**

**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
**Local Governing Body Authorized Signature** \_\_\_\_\_  
**Date**

**CITY MANAGER'S REPORT  
SEPTEMBER 21, 2020 CITY COUNCIL MEETING**

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**ITEM:**          4.C.  

**RECOMMENDATION:**

**APPROVE THE ST. PATRICK CATHOLIC CHURCH REQUEST TO CLOSE PORTIONS OF EAST 4<sup>TH</sup> AND EAST "G" STREETS AND TO UTILIZE CITY PROPERTY FOR THEIR ANNUAL FALL FESTIVAL ON OCTOBER 10TH AND 11TH, 2020.**

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**BACKGROUND:**

St. Patrick Catholic Church is conducting their annual Fall Festival on October 10 and 11, 2020. The church requests permission to close East 4<sup>th</sup> Street between F and G Streets and East G Street between 3<sup>rd</sup> and 4<sup>th</sup> Streets between the hours of 10:00 a.m. and 8:00 p.m. on Sunday October 11, 2020. The Church also requests the use of City property. The Church requests the use of eighteen to twenty extra trash containers, barricades/cones to close the streets and park benches for seating.

The Public Works Departments have sufficient manpower to respond to the request of St. Patrick Catholic Church without overtime cost or other added expense to the City. The City has assisted with this annual event for numerous years.

**FISCAL**

**IMPACT:**    None.

**RECOMMENDATION:**

**APPROVE THE ST. PATRICK CATHOLIC CHURCH REQUEST TO CLOSE PORTIONS OF EAST 4<sup>TH</sup> AND EAST "G" STREETS AND TO UTILIZE CITY PROPERTY FOR THEIR ANNUAL FALL FESTIVAL ON OCTOBER 10TH AND 11TH, 2020.**

**APPROVALS:**



---

Kyle Potthoff, Public Works Director

September 15, 2020



---

Nate Schneider, City Manager

September 15, 2020

ST. PATRICK CATHOLIC CHURCH

Phone (308) 345-6734

612 East 4<sup>th</sup> Street PO Box 1040 McCook, NE 69001

September 11, 2020

Nate Schneider, City Manager  
City of McCook  
505 West C Street  
PO Box 1059  
McCook, NE 69001

Dear Mr. Schneider,

The St. Patrick Church Annual Fall Festival will be held on October 10 and 11, 2020. In making arrangements for this event, we request the following from the City of McCook:

- (1) Permission to close East 4th Street from "F" to "G" and East "G" Street from East 3rd to East 4th on Sunday, October 11 from 10:00am to 8:00pm.
- (2) Eighteen to twenty (18-20) extra trash containers.
- (3) Barricade cones to facilitate the closing of the streets. (24 orange cones)
- (4) Twelve (12) park benches for outside seating for our visitors.

Please forward this request to the City Council for their consideration at their next regular meeting. We are appreciative of the way you assist us each year so that our Fall Festival is a continued success.

Thank you.

Sincerely yours in Christ,



Fr. Gary Brethour  
Pastor

**CITY MANAGER'S REPORT  
SEPTEMBER 21, 2020 CITY COUNCIL MEETING**

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**ITEM:**        4.D.

Approve the Bid Specifications for Memorial Auditorium Roof Replacement and set the date to receive bids as October 13, 2020 at 2:00 P.M.

---

**BACKGROUND:**

As approved in the FY 2020/2021 Budget, \$72,000 was allocated utilizing sales tax revenue for replacement of the auditorium roof. This will replace a roof that was installed in 1998. For several years temporary repairs have been made for leaks that have developed in various locations around the roof. During a wind and rain storm this past summer a portion of the bladder in the northeast corner came lose and blocked the drainage pipe causing the rain water to build up and overflow onto the north entryway.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

September 17, 2020

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

September 17, 2020

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

September 17, 2020

**CITY OF MCCOOK, NEBRASKA**

**BID SPECIFICATIONS**

**MEMORIAL AUDITORIUM  
ROOF REPLACEMENT**

**SEPTEMBER 21, 2020**

**NOTICE TO BIDDERS**  
**MEMORIAL AUDITORIUM**  
**ROOF REPLACEMENT**

Separate sealed BIDS will be received by the City of McCook, at the Office of the City Clerk, 505 West "C" Street, McCook, Nebraska until October 13, 2020, at 2:00 P.M., Local Time, and then such bids shall be immediately publicly opened and read aloud in the City Council Chambers, for furnishing all labor, materials and equipment necessary for ROOF REPLACEMENT on the MEMORIAL AUDITORIUM located at 302 West 5<sup>th</sup> Street, McCook, Nebraska. All Bidders are encouraged to make a site visit to gain familiarity with the facility and project prior to submitting their bid.

The Owner reserves the right to reject any or all bids; and to waive irregularities or informalities to accept the BID it deems most beneficial. Bids received after the specified time of closing will be returned unopened. The Owner will accept only those sealed bids, either hand delivered or received via U.S. Mail or other commercial carrier. Items transmitted by facsimile or electronically will not be accepted.

Each BIDDER will be required to submit with his proposal, a certified check, cashier's check or bid bond made payable, without condition, to the City Clerk, McCook, Nebraska, in an amount equal to five percent (5%) of the proposal. Performance and Payment Bonds may be required for this project.

-s-      Lea Ann Doak  
                 City Clerk  
                 P.O. Box 1059  
                 McCook, NE 69001-1059  
                 (308) 345-2022 ext. 226

Publish: September 25, October 2 and 9, 2020.

## 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. 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. Successful Roofing Contractor shall have a minimum of 10 years of *LIKE ROOFING* experience.

### 3. Examination of Site.

3.1. It is the responsibility of each Bidder before submitting a Bid:

- 3.1.1 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- 3.1.2 To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
- 3.1.3 To study and carefully correlate Bidder's knowledge and observations with the Bid Documents and such other related data; and
- 3.1.4 To promptly notify the City of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Bid Documents and such other related documents.

### 4. Interpretations and Addenda.

- 4.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Building Inspector. 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. Sales Tax.**

The Contractor who is awarded the contract shall be appointed to act as a "Purchasing Agent" for the City for all materials to be incorporated into the Project. The Contractor will be supplied with a combination Purchasing Agent Appointment and Exempt Sale Certificate by the City. In turn the Contractor and/or his subcontractors shall provide their suppliers with copies of the document to enable them to purchase materials to be incorporated into the Project without payment of sales/use tax.

Billings from suppliers must be made out in the name of the Exempt Organization which appointed the Contractor as its Purchasing Agent, and shall also show the name of the Contractor.

#### **6. Bid Form.**

6.1. The Bid Form is included with the Bidding Documents.

6.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.

6.3. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

6.4. The address and telephone number of communications regarding the Bid must be shown.

#### **7. 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 THE MEMORIAL AUDITORIUM ROOF REPLACEMENT*", 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.

#### **8. 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.

#### **9. 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.

#### **10. Award of Contract.**

10.1. 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.

- 10.2. 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.
- 10.3. 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.
- 10.4. If the contract is to be awarded, it will be awarded to lowest Bidder whose evaluation by the City indicates that the award will be in the best interests of the City.

# **SPECIFICATIONS**

## **MEMORIAL AUDITORIUM ROOF REPLACEMENT**

### **PART 1 – GENERAL**

#### **1.1 SCOPE OF WORK.**

The Contractor shall furnish all labor, insurance, material and equipment, as well as disposal costs, fees and taxes necessary to remove wall and curb flashings and roof accessories, prepare existing roof system as per manufacture's requirements to overlay a new .060 mil EPDM Fully Adhered System at the Memorial Auditorium. All items of work and materials considered necessary and in accordance with good practice shall be considered a part of these specifications, whether or not specifically mentioned herein. All work and materials must meet or exceed what is considered to be standard to the trade. Proposal shall include all materials, labor, permits, inspections, fees and crane services.

#### **1.2 RELATED WORK**

- A. Remove existing wall and curb flashing and roof accessories.
- B. Prepare existing EPDM field system to accept a new Overlaid Fully Adhered EPDM roof system.
- C. Inspect existing roof conditions, specifically deteriorated insulation boards and wood decking. Replace as needed.
- D. Furnish and install via mechanically fastened 1/2" hail resistant recovery board. To be covered in roofing warranty.
- E. Furnish and install new Fully Adhered EPDM (black in color) roof system\*.
- F. \*Approved Manufacturers include: Firestone Building Products and Carlisle SynTec. Alternates must be pre approved by the City of McCook prior to bid date.
- G. Apply EPDM membrane up and over parapets and finish with Termination Bar and elastomeric sealant.
- H. Furnish and install new penetration flashings and accessories to achieve a Manufacture's 15 Year Warranty.
- I. Detail, secure, and maintain a water tight roof during re-roof process.

#### **1.3 SITE CLEAN-UP**

Collect waste materials daily from the work site and store in a central location approved by the Owner until final removal at the completion of the project.

Store hand tools and secure equipment at the end of each day.

Store and secure all equipment in an orderly manner, and clean the site thoroughly whenever the site will be unattended over a weekend.

The site must be free of all waste materials, tools, and equipment at the end of the project.

#### 1.4 CONSTRUCTION SCHEDULE

When planning the construction schedule within the agreed Contract time, the Contractor shall work with the City so that there will be no conflict with daily activities. It shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved.

The City shall try to avoid the scheduling of events in the auditorium during the proposed construction time.

#### 1.5 CITY'S INSPECTION AND ACCEPTANCE OF THE WORK

The City's representative(s) will be provided free access to the work during all phases of the project. It will be the responsibility of the Contractor to keep the City's representative(s) informed of the progress being made at all times.

Upon substantial completion of the work, the Contractor and the City will conduct a thorough inspection of the work.

Any items requiring additional attention will be brought to the Contractor's attention and remedial action will be taken on those items as needed.

The City will signify acceptance of the project by signing a completion form. Acceptance of the project signifies that to the best knowledge of both the Contractor and the City, the project has been satisfactorily completed as specified.

#### 1.6 INSURANCE

The Contractor shall provide proof of insurance of the following types and in amounts not less than the following:

1.6.1 Worker's Compensation:

- |    |                      |           |
|----|----------------------|-----------|
| 1. | State:               | Statutory |
| 2. | Applicable Federal:  | Statutory |
| 3. | Employer's Liability | \$300,000 |

1.6.2 Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury:

\$300,000	Each Occurrence
\$500,000/\$1,000,000	Annual Aggregate

(b) Property Damage:

\$300,000	Each Occurrence
\$300,000	Annual Aggregate

(c) Products and Completed Operations to be maintained for one year after final payment.

(d) Property Damage Liability Insurance will provide X, C, or U coverage, as applicable.

- 1.6.3 Contractual Liability:
  - (a) Bodily Injury:
    - \$500,000/\$1,000,000 Each Occurrence
  - (b) Property Damage:
    - \$300,000 Each Occurrence
    - \$300,000 Annual Aggregate
- 1.6.4 Personal Injury, with Employment Exclusion deleted:
  - \$300,000 Annual Aggregate
- 1.6.5 Comprehensive Automobile Liability:
  - (a) Bodily Injury:
    - \$300,000 Each Person
    - \$500,000/\$1,000,000 Each Occurrence
  - (b) Property Damage:
    - \$300,000 Each Occurrence
- 1.6.6 Umbrella Liability Coverage:
  - (a) 1,000,000

This umbrella coverage shall be over and above the stated coverages and amounts.

- 1.6.7 Additional insurance required.
  - (a) Completed Operations and Products Liability. Maintained for one (1) year, commencing with issuance of Final Certificate for Payment.
- 1.6.8 Property Insurance. Builder's Risk Insurance will be provided by the City.
- 1.6.9 Furnish one copy of certificates herein required for each copy of the Agreement, specifically setting forth evidence of all coverage required in Section 1.8.

## 1.7 WARRANTY

The roofing system shall include a Fifteen Year Manufacturer's Warranty with a final inspection report provided by the Manufacturer's inspecting representative. Materials warranty by manufacturer, labor by contractor.

## 1.8 PAYMENT

No advance payment will be made. Payment will be made in full within thirty (30) days of final acceptance of the work.

# BID FORM

**PROJECT IDENTIFICATION:** CITY OF MCCOOK - MEMORIAL AUDITORIUM  
ROOF REPLACEMENT

**THIS BID IS SUBMITTED TO:** City of McCook  
505 West "C" Street  
PO Box 1059  
McCook, NE 69001-1059

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the CITY to perform and furnish all Work as specified for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions as set forth.

2. In submitting this Bid, BIDDER represents, that:

(a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Number	Date
_____	_____, 20____
_____	_____, 20____

(b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

(c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) BIDDER is aware of the general nature of Work to be performed by the City and others at the site that relates to Work for which this Bid is submitted.

(e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site.

(f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over the CITY.

(g) Successful BIDDER will submit proof of experience in *LIKE ROOFING* as well as references from former clientele.

(h) Successful BIDDER will be registered with the City of McCook as a Contractor.

(i) Successful BIDDER will provide proof of Contractor in Good Standing with the Roofing Manufacturer.

3. BIDDER will complete the Work for the following price:

<b>Roof Replacement Memorial Auditorium Lump Sum Bid</b>	\$ _____
<b>Cost of Performance and Payment Bonds (If Required)</b>	\$ _____
<b>BID TOTAL</b>	\$ _____

4. Communications concerning this Bid shall be addressed to:

Barry Mooney, Building Inspector  
City of McCook  
505 West "C" Street  
PO Box 1059  
McCook NE 69001-1059  
Phone 308/345-2022 ext. 232

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_ by the BIDDER indicated below.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

Mailed to:

**CITY MANAGER'S REPORT  
SEPTEMBER 21, 2020 CITY COUNCIL MEETING**

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**ITEM:            4.E.**

Adopt Resolution No. 2020-24 setting the property tax request for FY 2020/2021 at a different amount than the property tax request for the prior year.

---

**BACKGROUND:**

This is the final step of the budget process as required by Nebraska Revised Statute 77-1601.02 which provides that the property tax request for the prior year shall be the property tax request for the current year unless the Council passes by majority vote a resolution or ordinance setting the tax request at a different amount after a special hearing has been held. Our hearing was held at the same time as the budget hearing on September 8, 2020.

Our levy amount for the General Fund will be \$.349044. The current city valuation will generate \$1,517,151 tax revenue for the coming fiscal year. The City's maximum levy is \$.45.

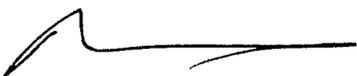
The presented resolution meets the requirements of LB103 which became effective March 3, 2019 and LB212 which became effective September 1, 2019.

**FISCAL  
IMPACT:**       None.

**APPROVALS:**

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

September 16, 2020

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

September 16, 2020

**RESOLUTION NO. 2020-24**

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of McCook passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of McCook, resolves that:

1. The 2020-2021 property tax request be set at \$1,517,151.
2. The total assessed value of property differs from last year's total assessed value by 4%.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$0.338578 per \$100 of assessed value.
4. The City of McCook proposes to adopt a property tax request that will cause its tax rate to be \$0.336666 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of McCook will be reduced by 6% from last year's.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2020.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to adopt Resolution No. 2020-24.

Voting yes were Gonzales, Hepp, Calvin, Weedon, Muehlenkamp.

Voting no were - none.

Dated this 21<sup>st</sup> day of September, 2020.

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

ATTEST:

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

City of McCook  
IN  
Red Willow County, Nebraska

**NOTICE OF BUDGET HEARING AND BUDGET SUMMARY**

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 8th day of September 2020, at 5:30 o'clock P.M., at the City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2018-2019 Actual Disbursements & Transfers	\$ 20,906,259.00
2019-2020 Actual/Estimated Disbursements & Transfers	\$ 22,908,349.00
2020-2021 Proposed Budget of Disbursements & Transfers	\$ 34,513,234.00
2020-2021 Necessary Cash Reserve	\$ 1,136,163.00
2020-2021 Total Resources Available	\$ 35,649,397.00
Total 2020-2021 Personal & Real Property Tax Requirement	\$ 1,517,151.00
Unused Budget Authority Created For Next Year	\$ 1,023,752.10

**Breakdown of Property Tax:**

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 1,517,151.00
Personal and Real Property Tax Required for Bonds	\$ -

**NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST**

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 8th day of September 2020, at 5:30 o'clock P.M., at the City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2019	2020	Change
Operating Budget	36,579,574.00	34,513,234.00	-6%
Property Tax Request	\$ 1,463,348.00	\$ 1,517,151.00	4%
Valuation	419,244,526	434,658,825	4%
Tax Rate	0.349044	0.349044	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.336666		

**Publish: September 3, 2020**

/s/ Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT  
SEPTEMBER 21, 2020 CITY COUNCIL MEETING**

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**ITEM:**        4.F.

**RECOMMENDATION:**

Ratify the Mayor's appointment to the:

- Parks Advisory Board - appoint Jeremy LaBrie to replace Bill Larington - term expires May 2022.

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**BACKGROUND:**

The Mayor has contacted the appointee and he is willing to serve on this advisory board.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

September 17, 2020

## PARKS ADVISORY BOARD

CAITLIN WHITEHEAD (720)448-0797 (C)  
712 Norris Avenue  
Appointed - August 2019 Replaced Elizabeth Yilk  
Term Expires - May 2021  
[caitlin.whitehead1@gmail.com](mailto:caitlin.whitehead1@gmail.com)

HARRY SUGHROUE (Vice-Chair) 737-7385 (C)  
910 West 4<sup>th</sup> Street  
Appointed - October 2005 Replaced Richard Stull  
Reappointed - September 2018  
Term Expires - May 2021  
[harry.sughroue@gmail.com](mailto:harry.sughroue@gmail.com)

JEREMY LABRIE 402-209-04515  
519 Norris Avenue  
Appointed - September 2020 Replaced Bill Larington  
Term Expires - May 2022  
[jeremy.labrie@yahoo.com](mailto:jeremy.labrie@yahoo.com)

MARK FRIEHE 340-5710 (C)  
Frenchman Valley Coop 345-1826 (H)  
PO Box 760 345-4060 (O)  
Appointed - June 1996  
Reappointed - April 2020  
Term Expires - May 2023  
[mfriehe@fvcoop.com](mailto:mfriehe@fvcoop.com)

TOM LENTZ 345-1808 (H)  
805 West "R" Street 737-6391 (C)Wife  
Appointed - October 2008  
Reappointed - April 2017  
Term Expires - May 2020  
[tlentz@mccookbison.org](mailto:tlentz@mccookbison.org)

\*Denotes Chairperson  
3 yr. terms

**CITY MANAGER'S REPORT**  
**SEPTEMBER 21, 2020 MCCOOK CITY COUNCIL MEETING**

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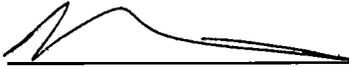
**ITEM 4.G.** Approve a Memorandum of Understanding with the McCook Area Chamber of Commerce whereby ACE funds will be appropriated for promotional activities that benefit the City of McCook.

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**BACKGROUND:**

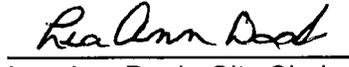
During the budget discussions at the September 8<sup>th</sup> Council Meeting, the McCook Area Chamber of Commerce asked the McCook City Council to consider allocating \$6,000 to the Chamber for specific promotional activities that benefit the City of McCook. In particular, the Chamber asked if the funds could be used to advertise the following events: Heritage Days, Crazy Days, and the Christmas promotion. The City of McCook receives a benefit from these activities. A similar request was made by the Chamber last year in the amount of \$2,000.

**APPROVALS:**



Nathan A. Schneider, City Manager

September 16, 2020



Lea Ann Doak, City Clerk

September 16, 2020

## MEMORANDUM OF UNDERSTANDING BETWEEN MCCOOK CHAMBER OF COMMERCE AND THE CITY OF MCCOOK

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this \_\_\_\_ day of September, 2020 by and between the City of McCook, Nebraska (hereinafter referred to as the "City"), and the McCook Chamber of Commerce (hereinafter referred to as the "Chamber").

WHEREAS, Neb. Rev. Stat. § 13-315 gives the City authority to appropriate or expend annually from the general funds or from revenue received from any proprietary functions of the City in an amount not to exceed four-tenths of one percent of the taxable valuation of the City for the purpose of encouraging growth of the community. Such sum may be expended directly by the City or it may be paid to the Chamber of Commerce for such purposes.

WHEREAS, the Chamber is committed to helping build and sustain a strong viable business community within the City.

WHEREAS, the City desires to contribute to the efforts of the Chamber in building and sustaining a strong viable business community within the City.

WHEREAS, the City has a fiduciary responsibility to its citizens to ensure prudent expenditure of funds.

WHEREAS, pursuant to the Local Option Municipal Economic Development Act (LB840, 1991) the City has formed the McCook Economic Development Corporation (herein referred to as the "MEDC") to collect and expend local tax revenues for economic development.

WHEREAS, to ensure that the funds allocated to the Chamber by the City are not used for the same or similar functions as that of the MEDC under the City's LB840 Program, the parties hereto have agreed to enter into this Memorandum of Understanding which will direct how funds allocated to the Chamber will be spent.

NOW, THEREFORE, it is hereby agreed as follows:

1. The City has allocated Six Thousand Dollars (\$6,000.00) for the Chamber in its fiscal year 2020/2021 budget.
2. The funds allocated to the Chamber will be specifically derived from ACE Fund Program dollars.
3. The Chamber agrees to spend the \$6,000.00 allocated to it from the City on promoting the following community growth events and projects:
  - 3.1. Crazy Days;
  - 3.2. Heritage Days;
  - 3.3. Promote local Christmas shopping;
  - 3.4. Relocation gift baskets.

4. The Chamber agrees it will allocate approximately \$1,500.00 to each of the four above described community growth events and projects.
5. The City will hold the proceeds for disbursement to the Chamber upon the Chamber presenting invoices (or other sufficient documentation) of expenses related to the above described community growth events and projects.
6. The Chamber agrees that no funds allocated to it from the City will be deposited into the Chamber's general fund for any other purpose but those purposes described in this Memorandum of Understanding.
7. It is expressly understood that this Memorandum of Understanding does not commit the City to allocating future funds to the Chamber. Whether funds are allocated in the future and/or how much is allocated in the future will be a decision that is made by the City on a year by year basis.

**CITY MANAGER'S REPORT  
SEPTEMBER 21, 2020 CITY COUNCIL MEETING**

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**ITEM:**        4.H.

**RECOMMENDATION:**

Receive and file the minutes of the July 16, 2020 joint meeting of the Library Foundation and the Library Advisory Board and the September 14, 2020 Planning Commission meeting.

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**BACKGROUND:**

Receive minutes from the various board and commission meetings.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

September 17, 2020

**Minutes for the Joint Meeting of the Library Foundation  
And Library Boards  
July 16, 2020**

**Call to Order/Attendance:**

Those in attendance were Jason Loop, Mary Dueland, Jody Crocker, Nancy Mousel, Bernie Wood, Staci Blomstedt, Sean Wolfe, and Sharon Bohling.

**Minutes:**

The minutes of the June 4, 2020 Joint Library Board/Foundation meeting were approved as read. Jason made the motion to approve with Bernie seconding. The motion passed.

**Treasurer's Report:**

Sean shared the past six months' financial reports. Due to the stock market and COVID-19, the balance is down. Sean explained the balance sheet. We will be paying for the post office box.

**Old Business:**

Per a morning phone call, the Nelson money will have an oversight committee of eight made up of the Library Director, Library Foundation, and MCFF Board members which will be chosen. The purpose is to make sure the money is spent as it was given. Two youth will be involved on this oversight committee in order to be sure that the technology additions will fit the needs of the library and the patrons. Andy Long, Jody Crocker, E. Ben Nelson, and Mary Dueland will be attending this coming Monday night's City Council meeting. They will be explaining the endowment, the reason for the donation, and the dreams for the library. Two weeks late, the city council will have to vote to approve the donation and the additional name change to the new technology center which is requested by Ben Nelson. A "ground breaking" via a public announcement/photo op will be held during Heritage Days 2020.

**Library Director's Report:**

1. The new book shelving for the basement has arrived. 2. A donation to the Library from the Community Hospital of \$190 was presented for a "jeans day". 3. The HVAC system is close to being finished. It works fairly well with a few final details to finish. Carpets have all been cleaned due to the installation dirt. 4. The current library rules are posted on the doors; the current ratio for patrons is one adult to one child at a time. Masks are optional; hand sanitizer is by the entrance. 5. Jody gave us a summary of the Summer Reading Program. Then she gave a mini-tour of the summer Reading program materials. Participants get lots of great prizes. 6. Innovation Studios plans to be in McCook approximately the end of January or February 2021. 7. Most libraries are not open their regular hours; North Platte will not be opening Saturdays or evenings until fall of 2021. Jody and staff will be discussing the hours going forward.

**New Business:**

None

**Motion to Approve:** Nancy with a second by Jason

Next Meeting: Library Board: September 9, 2020 at 4 PM

Library Foundation: October 15, 2020 at 4:30



McCook Planning Commission  
September 14, 2020  
5:15 PM Central

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

Present: Vice Chair Hilker; Commissioners Bradley, Davidson, Dueland, Friehe, Lyons, McDowell, Stevens.

Absent: Chair Vosburg, Commissioner Graham.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 11, 2020, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Vice Chair Hilker 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 August 10, 2020 regular Planning Commission meeting.

Motion to approve the minutes of the August 10, 2020 regular Planning Commission meeting. This motion, made by McDowell and seconded by Matt Davidson, passed.

Vosburg: ABSENT, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: YEA, Lyons: YEA, McDowell: YEA, Stevens: YEA, Graham: ABSENT.

YEA: 8, NAY: 0, ABSENT: 2

2. Public Hearings and Regular Agenda.

A. Public Hearing - Consider Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Stevens and seconded by McDowell, passed.

Vosburg: ABSENT, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: YEA, Lyons: YEA, McDowell: YEA, Stevens: YEA, Graham: ABSENT.

YEA: 8, NAY: 0, ABSENT: 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the September 14, 2020 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); and Exhibit #5 - proposed Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska (1 page).

City Manager Schneider reviewed the following information contained in Exhibit #1: "An application has been received from MNB Bank, by and through their project developer, Engineering International, for the approval of a replat of a portion of Block 1 of the Westview Plaza Subdivision. The Westview Plaza Subdivision is zoned Business Commercial (BC). MNB Bank currently owns the lot located in the extreme southeastern corner of the Westview Plaza Subdivision. Tramlaw Remainderman Limited Partnership and WLM Retail Trust own the property surrounding MNB Bank's property. MNB Bank desires to purchase a portion of Tramlaw Remainderman Limited Partnership's and WLM Retail Trust's adjacent property in order to locate a professional building. The combination of the two parcels is necessary to provide MNB Bank with the space necessary to achieve their desired building design. MNB Bank has standing to bring this application forward due to the fact it owns the extreme southeastern lot and it has executed a purchase agreement with the current owners. The City has reviewed the purchase agreement and notes that a subdivision via the replat process is necessary to achieve the purchase agreement's objective. In order to perfect the sale, the impacted properties must be combined to form a new lot. If the replat request is approved, a new lot, Lot 1R, would be created and MNB would become the record title holder (pending closing)."

"Staff has reviewed the application and the proposed Replat No. 1 of Block 1, Westview Plaza Subdivision. Staff has also met with Matthew Clause of Engineering International to assure the City of McCook's subdivision regulations are complied with. After review, staff has no concerns with the application and support the replat request. Lot 1R meets the area regulations established for lots in a BC District. An access easement has been granted which will provide ingress and egress to the proposed Lot 1R. All utility concerns have been addressed."

Alexis Davidson, Attorney representing the applicant, was present to address questions from the Commission.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Friehe and seconded by Dueland, passed. Vosburg: ABSENT, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: YEA, Lyons: YEA, McDowell: YEA, Stevens: YEA, Graham: ABSENT.  
YEA: 8, NAY: 0, ABSENT: 2

B. Recommend approval to the City Council the Final Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska.

Motion to recommend approval to the City Council Final Replat No. 1 of Block 1, Westview Plaza Subdivision to the City of McCook, Red Willow County, Nebraska. This motion, made by

McDowell and seconded by Dueland, passed.

Vosburg: ABSENT, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friche: YEA,  
Lyons: YEA, McDowell: YEA, Stevens: YEA, Graham: ABSENT.

YEA: 8, NAY: 0, ABSENT: 2

**Adjournment.**

With no further business, Vice Chair Hilker declared the Planning Commission meeting adjourned at 5:30 P.M.

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Lea Ann Doak, City Clerk  
Recording Secretary

**CITY MANAGER'S REPORT  
SEPTEMBER 21, 2020 MCCOOK CITY COUNCIL MEETING**

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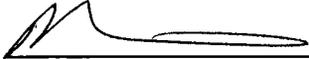
**ITEM 4.I.** Approve a Sidewalk Café Permit Application from Citta' Deli allowing for the creation of an outdoor dining area on the sidewalk adjacent to the Citta' Deli building located at 110 West 1<sup>st</sup> Street, conditioned upon the execution of a final use agreement between the City of McCook and Citta' Deli.

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**BACKGROUND:**

Citta' Deli has submitted a Sidewalk Café Permit Application, requesting that the City of McCook allow for a sidewalk café to occupy the sidewalk adjacent to its restaurant located at 110 West 1<sup>st</sup> Street. The sidewalk is east of Citta' Deli's building. If approved, the sidewalk café would extend east 10.5 feet from the restaurant's east facade. The sidewalk café would stretch 41.5 feet, north to south. There would be 6 feet of space to the east of the sidewalk café, providing space for pedestrian traffic. A copy of the required attachments are included with Citta' Deli's application. The original application was submitted without a letter of consent from the record property owner or a certificate of liability insurance. Both attachments were supplemented at a later time, completing the requirements of the application.

**APPROVALS:**



Nathan A. Schneider, City Manager

September 17, 2020



Lea Ann Doak, City Clerk

September 17, 2020

## SIDEWALK CAFÉ PERMIT APPLICATION

Please PRINT using blue or black ink only.

BUSINESS OWNER'S NAME & HOME ADDRESS				
NAME:	WILLIAM LESKO			
STREET ADDRESS:	1111 W 1 <sup>ST</sup> STREET	CITY:	M <sup>C</sup> COOK	
STATE:	NE	ZIP:	69001	HOME PHONE #:
EMAIL ADDRESS:	BILL LESKO1@GMAIL.COM			
				308-340-6530

MAILING ADDRESS				
NAME:	CITTA' DELI			
STREET ADDRESS:	110 W 1 <sup>ST</sup> STREET			
CITY:	M <sup>C</sup> COOK	STATE:	NE	ZIP:
				69001

CAFÉ INFORMATION				
BUSINESS NAME:	CITTA' DELI			
STREET ADDRESS:	110 W 1 <sup>ST</sup> STREET, M <sup>C</sup> COOK NE 69001			
ZIP:	69001	BUSINESS PHONE:	308-345-1515	FAX #:

MANAGER OF CAFÉ & THEIR HOME ADDRESS				
NAME:	BILL LESKO			
STREET ADDRESS:	1111 W. 1 <sup>ST</sup> STREET			
CITY:	M <sup>C</sup> COOK	STATE:	NE	ZIP:
PHONE #:		CELL#:	308-340	DATE OF BIRTH:
			6530	5-22-69

OWNER OF PROPERTY				
NAME:	MARK FLETCHER			
STREET ADDRESS:	1702 NORRIS AVE			
CITY:		STATE:	NE	ZIP:
			69001	PHONE #:
				308-737-1920
DOES THE RECORD PROPERTY OWNER AGREE TO SUCH USE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
ATTACH A NOTARIZED LETTER OF CONSENT BY RECORD PROPERTY OWNER FOR USE OF SAID PROPERTY OF YOUR LEASE.				

DAYS & HOURS OF OPERATION							
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
OPEN	11am	11am	11am	11am	11am	11am	X
CLOSE	10pm	10pm	10pm	10pm	11pm	11pm	X

HOW WILL THE SIDEWALK CAFÉ BE SUPERVISED & MAINTAINED

DAYTIME SUPERVISION FROM CASHIER, FOOD RUNNER + MANAGER.

EVENING SUPERVISION FROM HOSTESS, SERVER AND MANAGER

HOW MANY PATRONS WILL BE SERVED IN THE CAFÉ AREA (OCCUPANCY):

36

DESCRIBE, IN DETAIL, ANY PERMITTED ADVERTISING TO BE USED (ATTACH PHOTOS)

N/A

DESCRIBE, IN DETAIL, FURNITURE TO BE USED (ATTACH PHOTOS)

METAL TABLES + CHAIRS FROM COMMERCIAL SUPPLY COMPANY.

ALCOHOL		
WILL ALCOHOLIC BEVERAGES BE SERVED?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, have you applied for your liquor license with the Nebraska State Liquor Control Commission?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

DESCRIBE THE TYPE OF FOOD & DRINK TO BE OFFERED FOR SALE (ATTACH A SAMPLE MENU)

MENU IS ATTACHED PLUS BEER, WINE + SPIRITS



**APPLICATION FOR ADDITION  
TO LIQUOR LICENSE**

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

Office Use

**Application:**

- **Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at [www.ne.gov/go/NLCCpayport](http://www.ne.gov/go/NLCCpayport)**
- **Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application**
- **Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.  
NO BLUE PRINTS**
- **May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for addition**

LIQUOR LICENSE # 121305 CLASS TYPE C  
LICENSEE NAME WILLIAM P. LESKO (CITTA' DELI)  
TRADE NAME CITTA' DELI  
PREMISE ADDRESS 110 W. 1<sup>ST</sup> STREET  
CITY M<sup>C</sup>COOK ZIP CODE 69001 COUNTY RED WILLOW  
CONTACT PERSON WILLIAM LESKO  
PHONE NUMBER OF CONTACT PERSON 308-340-6530  
EMAIL ADDRESS OF CONTACT PERSON BILL LESKO1@GMAIL.COM

1. What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building  
SIDEWALK CAFE SEATING

2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

3. Include a sketch of the area to be added showing:

- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

4. If adding an outdoor area explain:

- ✓ type of fencing
- ✓ height of fence
- ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances.

Rule Chapter 2-012.07

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act. Neb Rev Stat §53-129

William Lesko  
Signature of Licensee or Officer

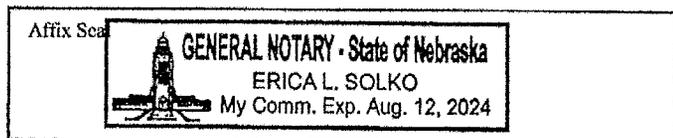
State of Nebraska  
County of Red Willow

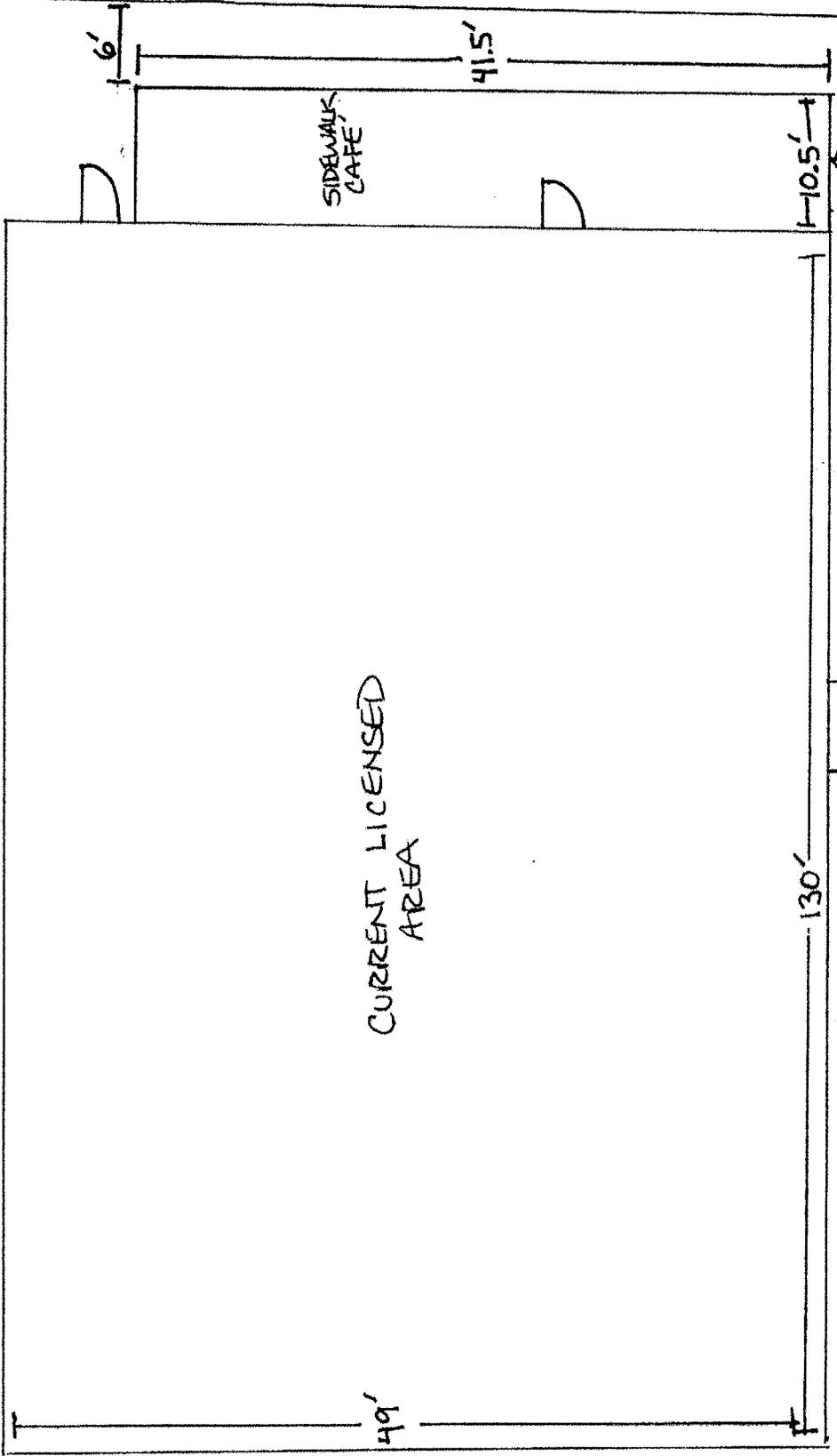
The foregoing instrument was acknowledged before me this

9/9/20  
Date

by William Lesko  
name of person acknowledged (individual(s) signing document)

Erica L. Solko  
Notary Public signature





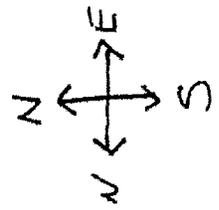
SIDEWALK CAFE

CURRENT LICENSED AREA

SIDEWALK CAFE'  
 41.5' L  
 10.5' W  
 (SEE ABOVE FOR LOCATION)

FENCING PHOTO + SPEC SHEET ATTACHED

PARKING LOT



ENTRANCE TO BUILDING

2 TOP

4 TOP

2 TOP

4 TOP

SIDEWALK  
CAFE'

SIDEWALK

1<sup>ST</sup> STREET

2 TOP

4 TOP

2 TOP

4 TOP

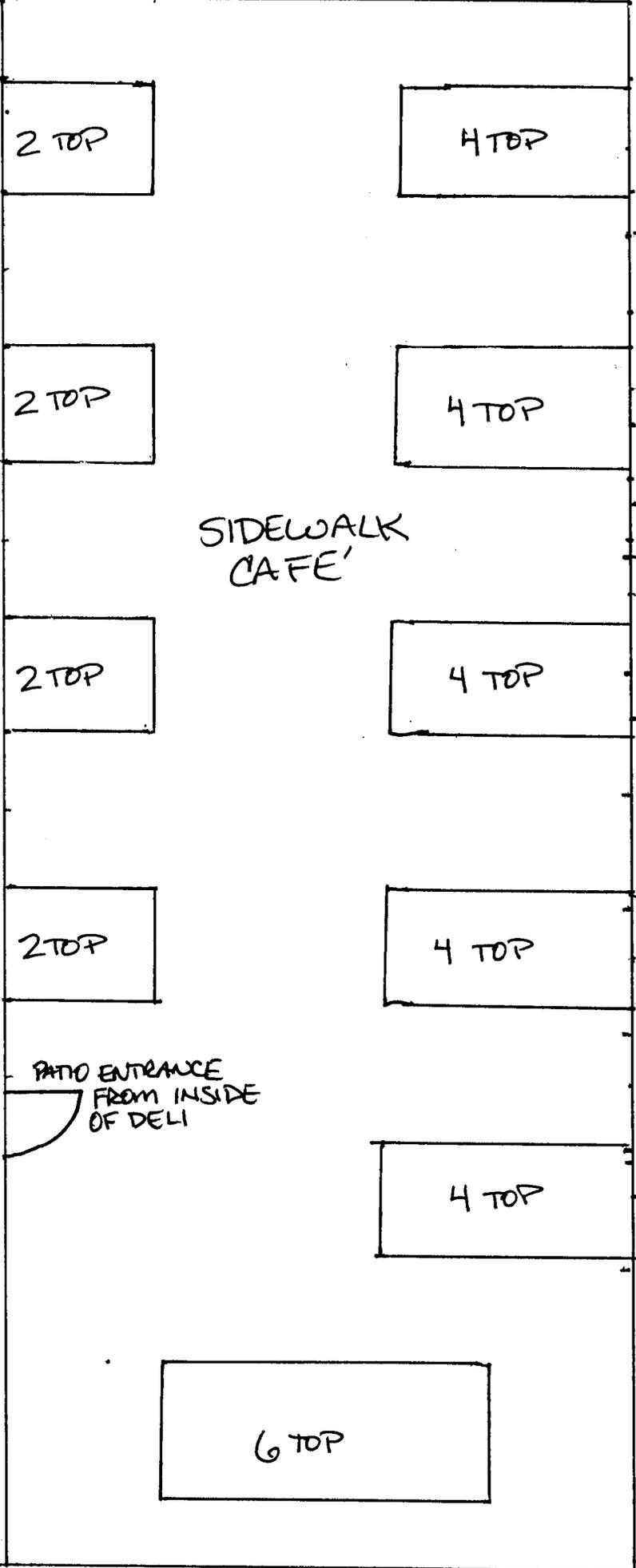
PATIO ENTRANCE  
FROM INSIDE  
OF DELI

4 TOP

6 TOP

10.5'

6'



STATE OF NEBRASKA  
DEPARTMENT OF AGRICULTURE  
FOOD SAFETY & CONSUMER PROTECTION

Fee Paid \$ 190.10

Permit for Restaurant  
Lic. Beverage Est.  
Convenience Store

**THIS PERMIT IS NOT TRANSFERABLE TO PERSON OR LOCATION**

INSPECTION FEE PAID FOR 08/01/2020 - 07/31/2021  
053287-01A-12A-11A 01 06

Citta' Deli LCC  
Lesko, II William P  
1111 West 1st Street

Citta' Deli  
110 W 1st Street

Mc Cook NE 69001

Mc Cook NE 69001

DO NOT WRITE PERMIT IN A CONSPICUOUS PLACE.

### **BUILD A BURGER**

Start with our half pound Certified Angus Beef burger with cheese on a butter brioche bun and chips.

Lettuce, Tomato, Onion and Pickles on the side. Allow a few extra minutes. 8.99

**CHEESE:** American, cheddar, feta, mozzarella, pepper jack, provolone or swiss. Extra cheese an additional \$1.

**SAUCE:** Chipotle Aioli, Honey Mustard, Horse Radish Sauce, House Deli Mustard, Mayo, Parmesan Ranch, Sweet Thai Sauce or 1000 Island.

**TOPPINGS:** Avocado 75¢, Bacon \$1, Corned Beef \$2, Fried Cheese \$2, Smoked Ham \$1, Jalapenos 75¢, Kraut 75¢, Marinara 50¢, Mild Green Chilis 50¢, Mushrooms 75¢, Pepperoni \$1, Pesto \$1, Extra Patty \$4.

### **Pasta**

All pasta dishes are served with breadstick and choice of dinner salad, soup or extra breadstick.

#### **CHICKEN ALFREDO BREAD BOWL**

Diced chicken breast tossed with mini penne pasta and our homemade alfredo sauce. Stuffed in a garlic bread bowl, topped with cheese and toasted. The top of the bread bowl is turned into cheesy garlic bread. Breadstick not served. 12.99

#### **BUILD A PASTA**

Choose from a variety of pastas, sauces and add-ons to create your very own, unique pasta dish. 9.99

**PASTA:** spaghetti, fettuccine, penne or cavatappi. (Gluten Free Pasta add \$2.99)

**SAUCE:** Marinara, Alfredo, pink sauce, spicy pink sauce or pesto.

Diced Chicken Breast 3.99 Italian Sausage 2.99 Gourmet Meatball 1.79 Mixed Vegetables 3.49 Shrimp 4.99

#### **CHEESE RAVIOLI**

Jumbo ravioli stuffed with a three cheese blend. Topped with our house made meat sauce. 12.99

#### **MUSHROOM STUFFED RAVIOLI**

Crimini mushroom stuffed ravioli topped with our parmesan cream sauce. 15.99

#### **THREE CHEESE TORTELLINI**

Cheese tortellini tossed with our mushroom cream sauce 15.99

### **Entree's**

All pasta dishes are served with breadstick and choice of dinner salad, soup or extra breadstick.

#### **MANICOTTI**

Two large pasta tubes filled with our own blend of ricotta cheese and spinach. Topped with our homemade marinara and served with spaghetti. 13.99

#### **JUMBO STUFFED PASTA SHELLS**

Three jumbo, meat & cheese stuffed pasta shells. Topped with our homemade marinara and served with spaghetti. 14.99

#### **LASAGNA**

Generous portion of our house made, meat and cheese layered lasagna. 15.99

#### **CHICKEN PARMESAN**

Tender, breaded chicken parmesan topped with our homemade marinara and melted provolone cheese. Served with a side of spaghetti and a breadstick. 15.99

#### **ITALIAN SAMPLER**

Sure to fill even the biggest of appetites. Lasagne, manicotti, stuffed shell, meatball and spaghetti. 19.99

### **Additional Entrees**

#### **ITALIAN FLATBREADS**

Choose from Italian Meat Supreme, Chicken Carbonara, Cheesesteak or Vegetable Pesto. 12.99  
Gluten Free Cauliflower Crust add 3.99

#### **FISH N CHIPS**

Beer battered cod filets & fries. Served with coleslaw and tartar sauce. Malt vinegar available. 11.99

#### **SHRIMP BASKET**

Large fried shrimp and fries. Served with coleslaw and cocktail sauce. 11.99

### **Sides**

#### **CHIPS**

regular, kettle and baked chips 1.69

#### **GARLIC PARMESAN BREADSTICK 1.59**

#### **GOURMET MEATBALL 1.99**

#### **FRENCH FRY BASKET 6.99**

Sweet Potato Fries or Onion Rings 8.99  
DIPPING SAUCES: 99

#### **SPAGHETTI 5.99**

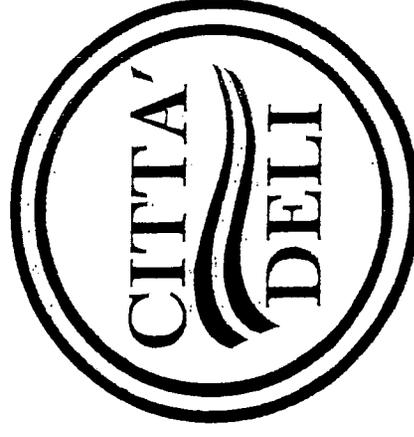
#### **FETTUCCINI ALFREDO 6.99**

#### **DELI CASE SALAD**

Steakhouse Potato Salad, Three Bean, Cowboy Caviar & more 3.99

# CITTA' DELI

## TAKE-OUT MENU



### Hours:

Monday-Saturday 11am-2pm & 4pm-8pm  
(308) 345-1515

## Starters

### SOUP OF THE DAY

Ask about our daily soup offering. Add a bread bowl to make it a perfect light meal. Served with crackers.

Cup 3.99 Bowl 6.99

Add Bread Bowl for 2.99

### CHEESY GARLIC BREAD

Four slices of our Italian bread, lightly seasoned and topped with mozzarella & provolone cheese. 7.99

Marinara or Alfredo Dipping Sauce 1.49

### BEER BATTERED ONION RINGS

Thick Cut Vidalia Onions, Dipped in a true beer batter and fried to a golden brown. 8.99

### SMOKED GOUDA MAC 'N CHEESE BITES

Creamy Gouda mac 'n cheese dipped in batter and fried to perfection. 8.99

### FRIED MOZZARELLA CHEESE PLANKS

Italian seasoned, breaded cheese served with homemade marinara sauce. 9.99

### CHEESESTEAK FRIES

Loaded mound of fries with all of your favorite cheesesteak ingredients. Enjoy as an appetizer or make it your meal. 10.99

### SPINACH & ARTICHOKE DIP

Creamy spinach and artichoke dip topped with parmesan cheese and served with several toasted naan bread. 11.99

### CALAMARI

Large strips of tender calamari, lightly breaded and fried golden brown served with cocktail sauce or marinara. 12.99

### CITTA' MUSSELS

Generous portion of mussels steamed in a garlic, butter, herbs, white wine and diced tomatoes. Served with warm naan bread. 14.99

## Salads

Made fresh to order and served with your choice of dressing.

Add Grilled Chicken Breast or Shrimp \$4.99

### SMALL SALAD

Italian greens, cherry tomatoes, red onion, pepperoni & mozzarella cheese 3.99

### GREEK SALAD

Italian greens, feta cheese, Kalamata olives, cucumber, red onion & cherry tomatoes 10.99

### ITALIAN CHOPPED SALAD

Italian greens, salami, pepperoni, artichoke hearts, mozzarella cheese, Kalamata olives, green peppers, pepperoncini peppers, red onions, cucumbers & cherry tomatoes. 11.99

### TURKEY BACON AVOCADO SALAD

Italian greens, fresh sliced turkey breast, bacon, avocado, cherry tomatoes, mozzarella cheese & cucumber. 12.99

## Gourmet Sandwiches

Served with choice of chips

(Upgrade to Fries for \$2 or Sweet Potato Fries or Onion Rings add \$3)

Gluten free bread available on most sandwiches for an additional \$2.49.

### SLIDER (MINI SANDWICH)

Perfect if your looking for a "half sandwich" option. These mini sandwiches may be small, but are made with the same high quality ingredients you have come to expect from us. Select from: BLT, Meatball, Italian Meat, Turkey, Ham, Roast Beef or Tuna Salad (49¢ Extra). 3.99

### CITTA' GRILLED CHEESE PANINI

Provolone, mozzarella and a double portion of American cheeses melted with tomato & parmesan ranch sauce on ciabatta 6.49

### HAM & CHEESE PANINI

Fresh sliced ham topped with American cheese, tomatoes and homemade parmesan sauce on a grilled ciabatta roll. 7.49

### TURKEY JACK PANINI

Premium sliced turkey breast topped with pepper jack cheese, mild diced chilis & homemade parmesan ranch sauce on a grilled ciabatta roll 7.99

### REUBEN

A generous portion of corned beef on marble sour dough & panini pressed. Topped with sauerkraut, Swiss cheese & thousand island dressing. 8.99

### HOUSE PASTRAMI

Pastrami mound on marble sour dough, covered with melted provolone and topped with lettuce, tomato & house made mustard. 8.99

### TURKEY, BACON & AVOCADO

Premium sliced turkey breast & bacon covered with melted mozzarella, avocado, lettuce and tomato. Served on ciabatta with home made parmesan sauce 8.99

### MEATBALL SUB

Italian roll stuffed with jumbo meatballs & topped with house made marinara sauce & mozzarella. 8.99

### ITALIAN GRINDER

This Italian classic is Made with a half pound of Italian meats (capicola, salami, pepperoni & ham) and topped with melted mozzarella, lettuce, tomato, house mustard & mayo. Served on Italian hoagie roll 8.99

### CAJUN PO BOY

Generous portion of fried shrimp or chicken seasoned to perfection and topped with lettuce, tomato & creole aioli. 9.99

### ITALIAN BEEF DIP

A step up from our traditional "French Dip". Our open roasted, Italian seasoned roast is sliced thin, piled high, topped with melted provolone and house make horseradish sauce. Served with a rich Au Jus for dipping. 9.49

### TUNA SALAD ON GRILLED SOUR DOUGH

100% Albacore Tuna Salad with lettuce & tomato served on a grilled sour dough bread. We suggest adding Avocado. 9.69

### CHEESE STEAK

Chopped Sirloin, peppers & onions. Served on an Artisan baguette with melted provolone. Allow a few extra minutes. 9.99

### CALIFORNIA CHICKEN PANINI

Diced chicken breast, bacon, avocado, melted mozzarella cheese, lettuce, tomato and fresh made pesto mayo all on a gourmet sour dough bread 9.99

### CHICKEN CORDON BLEU/ASIAGO

### BACON/PARMESAN CHICKEN

### SANDWICH

Breaded Chicken Breast topped one of three different ways Cordon Bleu has smoky ham & swiss with honey mustard, Asiago Bacon has bacon & melted asiago cheese with garlic aioli and then finally our classic: Chicken Parmesan. 9.99

### NEW YORKER

### NEW YORKER

You definitely need an appetite to handle this sandwich. Combination of pastrami and corned beef mound on marble sour dough and topped with Swiss cheese, house made mustard & mayo. 12.99

### BUILD A SANDWICH

Choice of bread, meat & cheese. Served with lettuce, tomato and mayo. 7.99

BREAD: White, Wheat, Marble Rye, Ciabatta, Italian Hoagie or Sour Dough

MEAT: Turkey, Ham, Roast Beef, Corned Beef or Pastrami

CHEESE: Swiss, Mozzarella, Provolone, Pepper Jack, Cheddar or American  
Durable Meat add 3.99

WebstaurantStore > Restaurant Furniture > Commercial Outdoor Furniture > Outdoor Restaurant Tables and Sets > American Tables and Seating AB3030 30" x 30" Black Square Outdoor Table with Umbrella Hole

**American Tables and Seating AB3030 30" x 30" Black Square Outdoor Table with Umbrella Hole**  
Item #: 132AB3030 MFR #: AB3030



🔍 Search

WebstaurantStore > Restaurant Furniture > Commercial Outdoor Furniture > Outdoor Restaurant Tables and Sets > American Tables and Seating AB3048 30" x 48" Black Rectangular Outdoor Table with Umbrella Hole

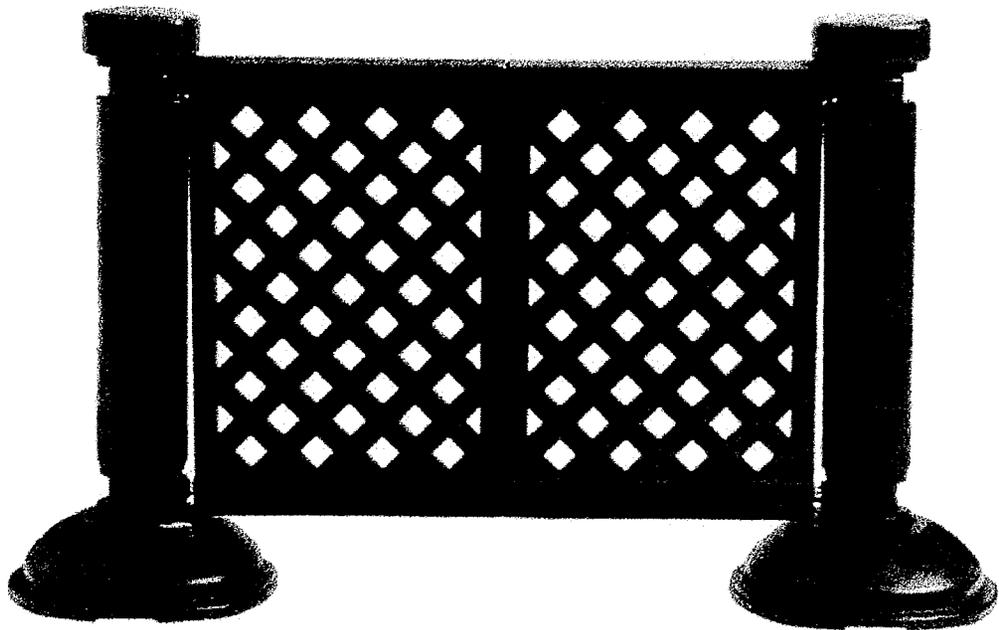
**American Tables and Seating AB3048 30" x 48" Black Rectangular Outdoor Table with Umbrella Hole**  
Item #: 132AB3048 MFR #: AB3048



WebstaurantStore > Restaurant Furniture > Commercial Outdoor Furniture > Outdoor Restaurant Chairs > BFM Seating DV354BL Avalon Black Stackable E-Coated Steel Outdoor / Indoor Arm Chair

**BFM Seating DV354BL Avalon Black Stackable E-Coated Steel Outdoor / Indoor Arm Chair**  
★★★★★ [Read 1 reviews](#) Item #: 163DV354BL MFR #: DV354BL





RESIN FENCING  
38.5" HEIGHT



Width: 17.5"  
Height: 38.5"

Opening: 46.5"  
Height: 38.5"



Post & Base

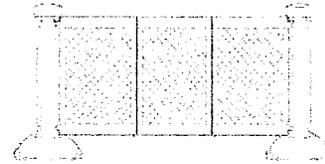


2 Panel Section



2 Pc. Connector Pk

# Versatile, Decorative Resin Fence



3 Panel Section

Opening: 66.25"  
Height: 38.5"  
Width: 84"

## Product Specifications

Part Number	Color	SKU	Length (ft)	Width (ft)	Weight (lbs)
US960117	Black	912721	7.00	1	3.65
US960423	Brown	912752	7.00	1	3.65
US962117	Black	912738	10.56	1	1.76
US962423	Brown	912769	10.56	1	1.76
US963117	Black	912745	14.14	1	2.58
US963423	Brown	912776	14.14	1	2.58
USSP0235	Black	N/A	1.00	1	0.035
USSP0236	Brown	N/A	1.00	1	0.035

## Features & Benefits

Warranty: 3 Yrs.

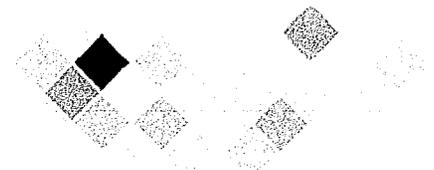
- Decorative lattice panels can be assembled and fitted to design & define your patio space!
- U.V. stabilized to resist color fading.
- Made of 100% prime resin, a material naturally weather resistant.
- Each post and base interlocks and can be filled with water or sand to 50 lbs. for extra stability.
- Easily removable for storage at the end of the season.
- Can be power-washed for easy cleaning.
- Will not rust or splinter.
- No painting, sanding, or refinishing necessary.



Black



Brown



Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective 9-01-20, by and between Mark and Glenda Fletcher ("Landlord") and William P Lesko ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 110 W 1<sup>st</sup> Street, McCook, NE 69001.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning 9-01-20 and ending 8-31-2030. On 9-01-20 Tenant shall have possession of the lease premises.
2. Rent. Tenant shall pay to Landlord a monthly rent during the initial term and during the renewal period lease of \$2160.00 per month.
3. Use. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.
4. Sublease and Assignment. Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's effective written consent.
5. Utilities. Tenant shall pay all charges for sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.
6. Entry. Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.
7. Leased Premises Rules. Tenant will comply with the rules of the Leased Premises adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

IN WITNESS WHEREOF, the parties have executed this Lease on 9-01-20.



Mark Fletcher  
Landlord

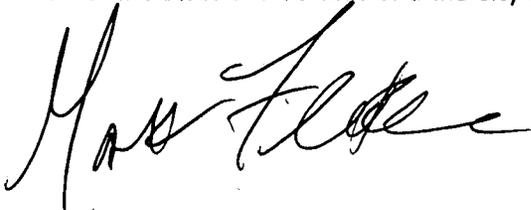


William P Lesko  
Tenant

Mark Fletcher  
1702 Norris Ave.  
McCook, NE 69001

To Whom it May Concern,

I Mark Fletcher, owner of 110 W 1<sup>st</sup> Street-McCook-NE-69001, grant my consent to William P. Lesko, current leaser at said address, to operate a sidewalk café. William will operate café within the laws of the State of Nebraska and the City of McCook.

A handwritten signature in black ink, appearing to read "Mark Fletcher". The signature is written in a cursive, flowing style with a large initial "M".

Mark Fletcher  
Owner



**CITY MANAGER'S REPORT**  
**SEPTEMBER 21, 2020 MCCOOK CITY COUNCIL MEETING**

---

ITEM **4.J.** Approve an application from Citta' Deli, LLC for an addition to their current Class C Liquor License issued by the Nebraska Liquor Control Commission, with said license to include an outdoor area owned by the City of McCook to Citta' Deli's approved area for purposes of Citta' Deli's Liquor License.

---

**BACKGROUND:**

Citta' Deli, LLC has applied to the Nebraska Liquor Control Commission for their Class C Liquor License to be amended to include an outdoor area that will be approximately 42 feet by 11 feet. Citta' Deli's application is allowable as a result of the City of McCook's newly established sidewalk café ordinance. The area to be included per the Nebraska Liquor Control Commission application will be located on the sidewalk located to the east of Citta' Deli's building. This agenda item is conditioned on the approval of Citta' Deli's sidewalk café permit application.

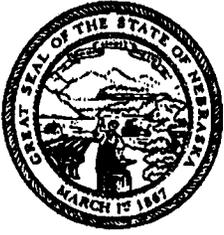
**APPROVALS:**

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

September 17, 2020

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

September 17, 2020



Pete Ricketts  
Governor

## STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

**HoBERT B. Rupe**

*Executive Director*

301 Centennial Mall South 5<sup>th</sup> Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

September 11, 2020

McCook City Clerk  
505 West C Street  
Po Box 1059  
McCook, Ne 69001-1059

Dear Clerk:

Please present the following application for **Addition** to your board and send us the results of that action.

**ADDITION: OUTDOOR AREA**

**LICENSE #: C-121305**  
**LICENSEE: CITTA' DELI LLC**  
**TRADE NAME: CITTA' DELI**  
**ADDRESS: 110 W 1<sup>ST</sup> STREET**  
**CITY/COUNTY: MCCOOK/RED WILLOW**  
**CONTACT NUMBER: 308-340-6530**  
**CONTACT PERSON: WILLIAM LESKO**  
**EMAIL: BILLLESKO1@GMAIL.COM**

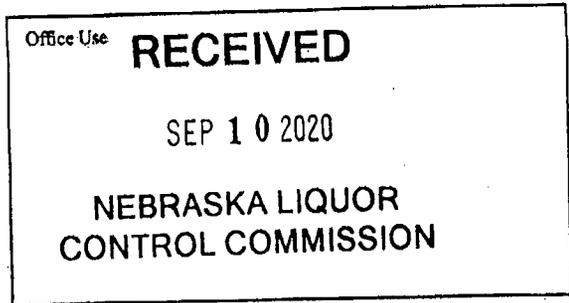
**REQUEST: ADDITION OF OUTDOOR AREA APPROX 42 X 11**

**MAKING THE NEW DESCRIPTION READ: ONE STORY BLDG APPROX 49 X 130**  
**INCLUDING BASEMENT APPROX 23 X 34 PLUS OUTDOOR AREA APPROX 42 X 11**  
**APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_**

Tracy Burmeister  
Licensing Division

**APPLICATION FOR ADDITION  
TO LIQUOR 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



**Application:**

- **Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at [www.ne.gov/go/NLCCpayport](http://www.ne.gov/go/NLCCpayport)**
- **Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application**
- **Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.  
NO BLUE PRINTS**
- **May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for addition**

LIQUOR LICENSE # 121305 CLASS TYPE C  
LICENSEE NAME WILLIAM P. LESKO (CITTA' DELI)  
TRADE NAME CITTA' DELI  
PREMISE ADDRESS 110 W. 1<sup>ST</sup> STREET  
CITY M<sup>C</sup>COOK ZIP CODE 69001 COUNTY RED WILLOW  
CONTACT PERSON WILLIAM LESKO  
PHONE NUMBER OF CONTACT PERSON 308-340-6530  
EMAIL ADDRESS OF CONTACT PERSON BILLESKO1@GMAIL.COM

PayPort 45.00  
PKR



1. What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building  
SIDEWALK CAFE SEATING

2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

3. Include a sketch of the area to be added showing:

- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

4. If adding an outdoor area explain:

- ✓ type of fencing
- ✓ height of fence
- ✓ length & width of outdoor area in feet

*12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances.*

*Rule Chapter 2-012.07*

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act. Neb Rev Stat §53-129

William Lesko

Signature of Licensee or Officer

State of Nebraska

County of Red Willow

The foregoing instrument was acknowledged before me this

9/9/20

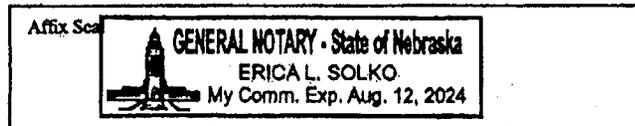
Date

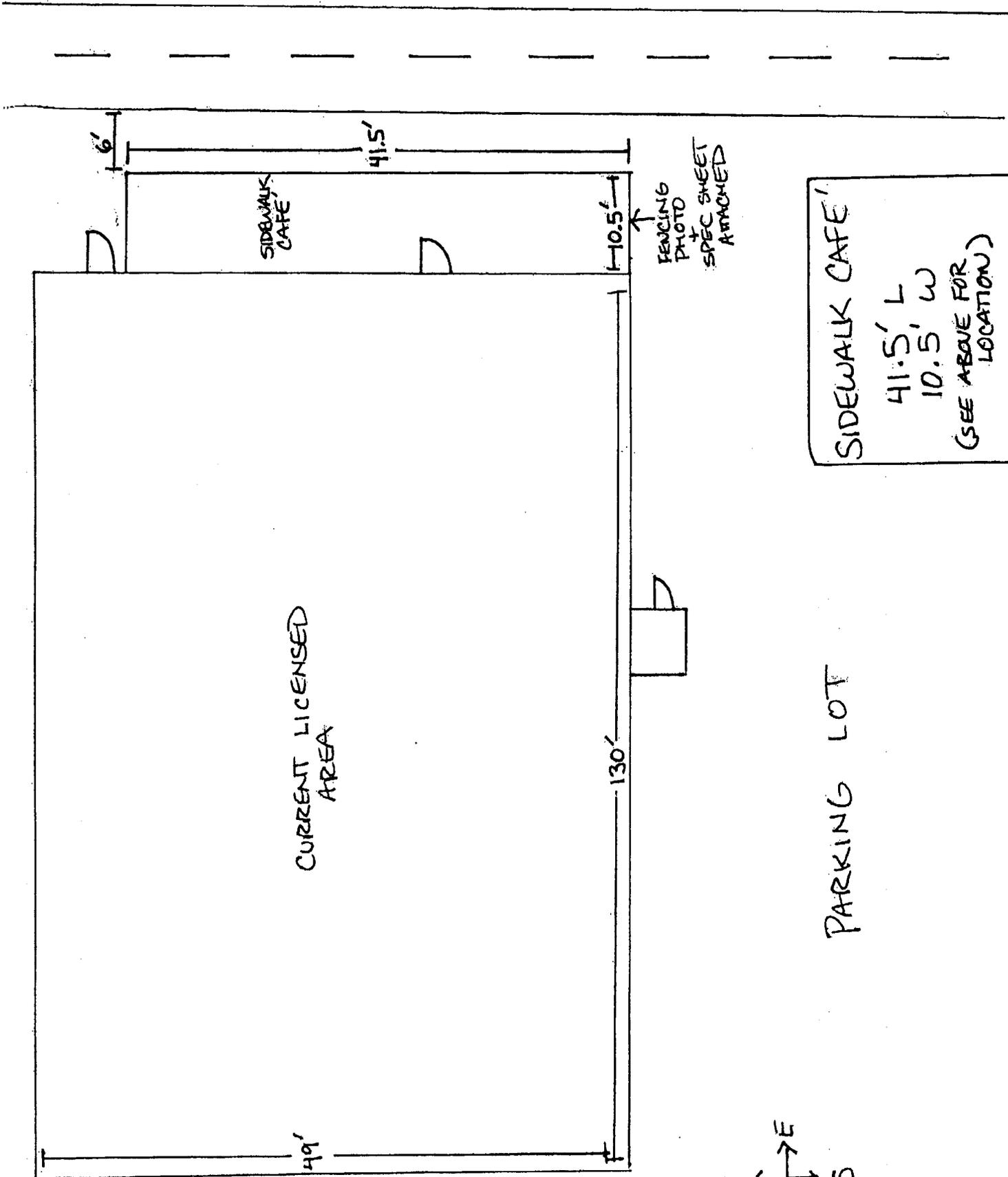
by William Lesko

name of person acknowledged (individual(s) signing document)

Erica L. Solko

Notary Public signature





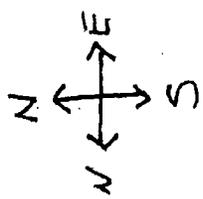
SIDEWALK CAFE

CURRENT LICENSED AREA

SIDEWALK CAFE'  
 41.5' L  
 10.5' W  
 (SEE ABOVE FOR LOCATION)

PARKING LOT

FENCING PHOTO  
 + SPEC SHEET  
 ATTACHED



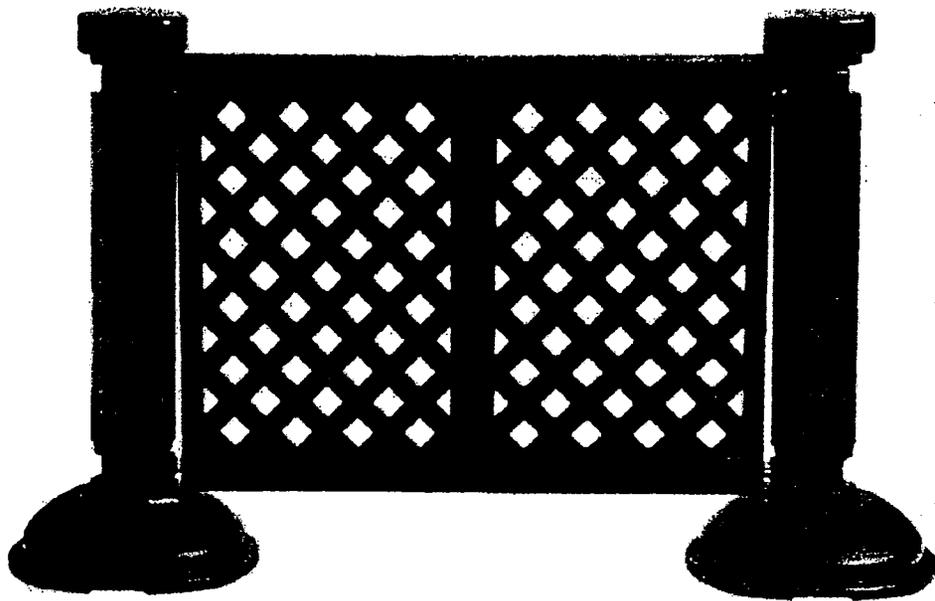
6'

41.5'

10.5'

130'

49'



RESIN FENCING  
38.5" HEIGHT



Width: 17.5"  
Height: 38.5"

Opening: 46.5"  
Height: 38.5"



Post & Base

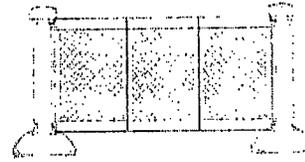


2 Panel Section



2 Pc. Connector Pk

# Versatile, Decorative Resin Fence



3 Panel Section

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Height: 38.5"  
Width: 84"

## Product Specifications

Part Number	Color	SKU	Length (ft)	Quantity	Weight (lbs)
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US962423	Brown	912769	10.56	1	1.76
US963117	Black	912745	14.14	1	2.58
US963423	Brown	912776	14.14	1	2.58
USSP0235	Black	N/A	1.00	1	0.035
USSP0236	Brown	N/A	1.00	1	0.035

## Features & Benefits Warranty: 3 Yrs.

- Decorative lattice panels can be assembled and fitted to design & define your patio space!
- U.V. stabilized to resist color fading.
- Made of 100% prime resin, a material naturally weather resistant.
- Each post and base interlocks and can be filled with water or sand to 50 lbs. for extra stability.
- Easily removable for storage at the end of the season.
- Can be power-washed for easy cleaning.
- Will not rust or splinter.
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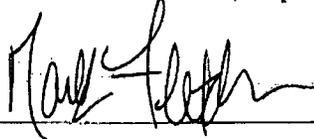
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6. Entry. Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

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IN WITNESS WHEREOF, the parties have executed this Lease on 9-01-20.



Mark Fletcher  
Landlord



William P Lesko  
Tenant

# PAYPORT

NEBRASKA.GOV

**PURCHASE RECEIPT**

**Nebraska Liquor Control Commission**

P.O. Box 95046  
Lincoln NE 68509-5046  
(402)471-4881  
jackie.matulka@nebraska.gov  
OTC Local Ref ID: 50782458  
9/9/2020 11:05 AM

Status: **APPROVED**  
Customer Name: Citta Deli  
Type: Visa  
Credit Card Number: \*\*\*\* \* 5803

Items	Quantity	TPE Order ID	Total Amount
Addition to Premises	1	56084822	\$45.00
License #: <b>121305</b>			
Licensee Name:: <b>William Lesko</b>			
Trade Name (DBA): <b>Citta' Deli</b>			
Phone Number:: <b>308-340-6530</b>			
Total remitted to the Nebraska Liquor Control Commission			\$45.00
Total Amount Charged			\$46.12

## SIDEWALK CAFÉ APPLICATION INFORMATION SHEET & CHECKLIST

This checklist is designed to assist you in determining the required forms for your business.

Revised 9/\_\_/20

- **LICENSE YEAR:** January 1<sup>st</sup> thru December 31<sup>st</sup>
- **FEES:** Initial fee of \$100.00 and an annual fee thereafter of \$50.00 (payable upon permit **approval**). (Permits are valid from the Date of Issue thru December 31<sup>st</sup>. There is no pro-ration of the fees.)
- Each question must be completely answered & all attachments included OR your application will be returned as **INCOMPLETE** which will delay the processing of your application!
- Please read McCook Municipal Code Ordinance No. 2020-3008, Chapter 119 thoroughly before applying for a permit.
- Applications are available at the City office, West 5<sup>th</sup> and C Street, McCook, NE 69001.
- **RETURN APPLICATION & ALL ATTACHMENTS TO:** City Clerk's Office, P.O. Box 1059, McCook, NE 69001 (Please note: Payments by check authorize the City to make a one-time electronic fund transfer. Funds may be withdrawn immediately and your check will not be returned.)

### REQUIREMENTS **BEFORE** AN APPLICATION WILL BE CONSIDERED:

- **Processing time** is approximately 6-8 weeks. If the application is incomplete & any attachments are missing, this will delay the processing even further.
- **Applicant** must be the owner of the business. If a designated representative of the owner is completing the application, the designated representative must have **written proof** that he is acting on the owner's behalf.
- **Building Permit** may be required. Contact the Building Inspector at (308) 345-2022, ext. 232. Attach copy to application.
- **Established Menu** – Attach copy to application.
- **Site Plan** – Attach one copy of a site plan, on 8 1/2 x 11" paper, indicating, to scale, the amount of surface public right-of-way you are seeking permission to use and include the following: 1) location of all fencing, including design, gates, height; 2) method of anchoring the fence/railing to the concrete; 3) a photo of the fencing material to be used; 4) location of all furniture, equipment, and any

other article occupying public space; 5) photo of the furniture to be used; 6) location of any existing light poles, planters, curbs; 7) amount of clearance between existing light poles, planters & curbs and your proposed sidewalk café.

- **If alcohol will be served:**
  - 1) The Applicant shall provide food service in all Sidewalk Café areas during all hours of operation. Food service may consist of less than a full menu, but shall at all times offer a substantial choice of main courses, other food items, and non-alcoholic beverages.
  - 2) Make application with the Nebraska Liquor Control Commission (402) 471-2571.
  - 3) The site plan for the Liquor License **must** match the site plan submitted for the Sidewalk Café. **There can be no deviations.**
- **Certificate of Liability Insurance (show this to your Insurance Agent) (Attach to application):**
  - 1) Public liability insurance in the form of a commercial comprehensive general liability policy covering the licensed premises and the Sidewalk Café area with minimum policy limits for bodily injury or death of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate, and for property damage of not less than \$50,000.
  - 2) Under "Description," name of the restaurant
  - 3) Under "Description," state that it is for a "Sidewalk Café"
  - 4) Under "Description," name the City of McCook as an "Additional Insured"
  - 5) **30 day** Cancellation notice to City Clerk
  - 6) Certificate Holder **must** read as follows: City of McCook, City Clerk's Office, P.O. Box 1059, McCook, NE 69001
- **Fencing Material** – Attach a photo of the **exact** fencing material you are going to use or a detailed, scale drawing showing a fence that will be fabricated.
- **Furniture** – Attach a photo of the **exact** furniture you are going to use.

- **Sidewalk Café License Agreement** – The Applicant must sign a Sidewalk Café License Agreement which is attached to this Application.
- **BE ADVISED:** Any deviation from the site plan submitted with the Sidewalk Café Application is a violation of City Ordinance. **ANY** changes made to the site plan, must be submitted, *IN WRITING*, to the City Clerk's Office and the Building Inspector **PRIOR** to any permits being issued. If the applicant wishes to make changes **AFTER** permits are issued, they must reapply for a new Sidewalk Café Permit & new building permits!

**LICENSE RENEWAL – NO CHANGES IN OWNERSHIP:**

- Permit Renewal statement will be sent from the City Clerk's Office.
- Remit statement, payment & updated certificate of insurance by May 15<sup>th</sup>, by mail. Permit will be mailed.

**IF THERE IS A CHANGE IN OWNERSHIP:**

- Permits are **nontransferable**. Once ownership changes, any existing permits become **null & void**.
- New owners must submit an application & complete the approval process before operating café.

Questions? Contact Barry Mooney, City Building Inspector, at (308) 345-2022, ext. 232.

## SIDEWALK CAFÉ PERMIT APPLICATION

**Please PRINT using blue or black ink only.**

BUSINESS OWNER'S NAME & HOME ADDRESS			
NAME:			
STREET ADDRESS:		CITY:	
STATE:	ZIP:	HOME PHONE #:	
EMAIL ADDRESS:			

MAILING ADDRESS			
NAME:			
STREET ADDRESS:			
CITY:	STATE:	ZIP:	

CAFÉ INFORMATION			
BUSINESS NAME:			
STREET ADDRESS:			
ZIP:	BUSINESS PHONE:	FAX #:	

MANAGER OF CAFÉ & THEIR HOME ADDRESS			
NAME:			
STREET ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE #:	CELL#:	DATE OF BIRTH:	

OWNER OF PROPERTY			
NAME:			
STREET ADDRESS:			
CITY:	STATE:	ZIP:	PHONE #:
DOES THE RECORD PROPERTY OWNER AGREE TO SUCH USE? <u>      </u> YES <u>      </u> NO			
ATTACH A NOTARIZED LETTER OF CONSENT BY RECORD PROPERTY OWNER FOR USE OF SAID PROPERTY OF YOUR LEASE.			

DAYS & HOURS OF OPERATION							
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
OPEN							
CLOSE							

HOW WILL THE SIDEWALK CAFÉ BE SUPERVISED & MAINTAINED

HOW MANY PATRONS WILL BE SERVED IN THE CAFÉ AREA (OCCUPANCY):

DESCRIBE, IN DETAIL, ANY PERMITTED ADVERTISING TO BE USED (ATTACH PHOTOS)

DESCRIBE, IN DETAIL, FURNITURE TO BE USED (ATTACH PHOTOS)

ALCOHOL		
WILL ALCOHOLIC BEVERAGES BE SERVED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, have you applied for your liquor license with the Nebraska State Liquor Control Commission?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

DESCRIBE THE TYPE OF FOOD & DRINK TO BE OFFERED FOR SALE (ATTACH A SAMPLE MENU)



## SIDEWALK CAFÉ LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the CITY OF MCCOOK, NEBRASKA, a Municipal Corporation, hereinafter referred to as the "City," and \_\_\_\_\_, hereinafter referred to as the "Licensee."

1. The City hereby grants to the Licensee a license to permit the construction of an encroachment on publicly owned property, specifically the right to construct a patio and fence as shown on the attached Exhibits "A" in the sidewalk area in front of the real property with the address of \_\_\_\_\_ and described below which is located on the east/west/north/south side of \_\_\_\_\_ Street between \_\_\_\_\_ and \_\_\_\_\_ Streets, with the understanding that the patio area, if fenced, shall be gated, so the gate(s) can be opened or removed, exposing the entire width of the patio area. Licensee shall not store any items on the licensed property. The property to be so licensed is legally described as follows:

(ENTER LEGAL DESCRIPTION OF PROPERTY)

2. As initial consideration for this license, the Licensee agrees to pay to the City a fee of \$100.00, and shall pay an annual fee thereafter of \$50.00, said \$50.00 annual fee to be paid on or before the first day of January each year, commencing the first January after the execution of this Agreement. The \$50.00 annual fee shall be paid each year and may not be paid in advance beyond the existing year. The annual license fee established herein may be subject to review by the McCook City Council, and may be revised as the City Council deems reasonable.
3. Except as hereinafter provided, the license shall continue from year to year so long as the intended use is made of the premises; provided, however, the maximum term of this agreement shall be ten (10) years, unless specifically renewed by the McCook City Council. The Licensee intends to utilize the premises for the purpose described in Paragraph 1 above. Upon the termination of said use, the license shall terminate and the Licensee shall immediately restore the premises to the condition which existed prior to

the time the Licensee's use of the premises commenced, or to such other condition as the parties hereto may agree.

4. Except as otherwise provided herein, this license may not be revoked by the City prior to the end of the term set forth above, except for the following reasons:
  - 4.1. The need of the City to utilize the licensed area for installation of any public improvements or use of same for public street purposes.
  - 4.2. The need of the City to utilize the area for maintenance of any public improvements.
  - 4.3. The need of the City to utilize the area for public health and/or safety purposes.
  - 4.4. The Licensee's violation of any City ordinance or regulation; provided that such violation must in some way be related to this license; and provided further that, before declaring any revocation for this reason, the City must first afford the Licensee a reasonable opportunity to remedy or correct the violation.
  - 4.5. Abandonment of the licensed premises or the use to which it will be devoted as described in paragraph 1 above.
  - 4.6. Failure to pay the license fees.
  - 4.7. Storage of materials, goods, machinery or other items within the licensed area.Any revocation of this license must be upon the affirmative vote of the McCook City Council. Any revocation shall not occur until the Licensee has first been given ten (10) days' written notice of the City's intent to revoke. For the purposes of this license, written notice shall be deemed given when mailed by first class mail to the Licensee at the Licensee's last known address. It is understood between the parties that the City may, without going through the process of revoking or terminating the license, utilize all or any part of the licensed area for public purposes not inconsistent with the Licensee's intended use of the licensed premises.
5. The City shall have the right to promptly enter upon the licensed area for public health and safety purposes or for the purpose of maintaining any public improvements or utility services thereon, provided that reasonable notice of such entry shall be given to the Licensee except in the case of an emergency. This provision shall not authorize any City official to enter into any enclosed structure without a court order or permission of the Licensee.

6. The Licensee hereby agrees to hold the City harmless from any damages or injuries occasioned by or incidental in any way to the uses of the property subject to the license, and the Licensee agrees to pay the cost of any repairs to public or private property occasioned by the Licensee's use of the licensed premises.
7. The Licensee waives any right to claim title to the property subject to the license by adverse possession or similar claim. Furthermore, the Licensee understands and agrees that it shall acquire no property interest whatsoever in any City-owned property which is the subject of this license agreement.
8. Licensee understands and agrees that the erection and removal of the improvements upon the subject property shall be at the sole expense of the Licensee. Furthermore, in the event that any improvement is abandoned or becomes deteriorated, it may be removed by the City, and the Licensee agrees to pay all expenses in connection with such removal. The City agrees that it will not make any such removal until after thirty (30) days' written notice to the Licensee.
9. Notwithstanding anything herein to the contrary, the City hereby reserves the right to terminate or revoke this license at any time and for any reason, upon six (6) months written notice to the Licensee.

CITY OF MCCOOK, NEBRASKA,  
a Municipal Corporation

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

ATTEST:

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

(SEAL)

Approved as to form and content: \_\_\_\_\_  
City Attorney

(NAME OF LICENSEE)

\_\_\_\_\_  
(ENTER NAME AND TITLE)

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ Mayor of the City of McCook, Nebraska, a Municipal Corporation, on behalf of said City of McCook.

\_\_\_\_\_  
Notary Public

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, (ENTER NAME), the \_\_\_\_\_ (ENTER TITLE) of \_\_\_\_\_ (ENTER COMPANY NAME).

\_\_\_\_\_  
Notary Public

**CITY MANAGER'S REPORT**  
**SEPTEMBER 21, 2020 MCCOOK CITY COUNCIL MEETING**

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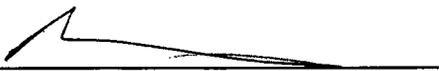
ITEM **4.K**- Adopt Resolution No. 2020-~~25~~ which establishes that there is a risk of exposure to COVID-19 through the use of municipal property for Heritage Days purposes and requiring the McCook Chamber of Commerce to enter into the COVID-19 License and Management Agreement for Use of Municipal Property for Heritage Days festivities.

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**BACKGROUND:**

In order to make sure the City of McCook mitigates risks associated with Heritage Days, the McCook Chamber of Commerce is agreeable to entering into a License and Management Agreement for Use of Municipal Property for Heritage Days festivities. The agreement is similar to the agreements we have required for the use of other City of McCook facilities. Staff has discussed the agreement with the McCook Chamber of Commerce and the McCook Chamber of Commerce understands the inherent risks associated with COVID-19. The McCook Chamber of Commerce will provide insurance to give the City of McCook protection.

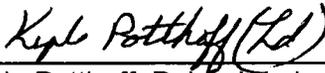
**APPROVALS:**

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

September 16, 2020

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

September 16, 2020

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

September 16, 2020

## RESOLUTION NO. 2020-25

### COVID-19: Resolution of the City Council of the City of McCook, Nebraska Regarding Use of Municipal Property for Heritage Days

A Resolution of McCook, Nebraska, Regarding the Risk of Exposure to COVID-19 through the use of Municipal Property for Heritage Days.

#### Recitals

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact;

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect;

WHEREAS, directed health measures are in effect for every County in the State of Nebraska and are likely to be extended by the Governor in some form for most or all Counties;

WHEREAS, on September 14, 2020, the Governors Directed Health Measures Phase IV became effective in all Nebraska counties allowing for outdoor gatherings to occur pursuant to the terms of the Directed Health Measure;

WHEREAS, a copy of the *June 16<sup>th</sup> Outline of Changes to Upcoming DHMs Phase IV* is attached to this Resolution as Exhibit "A" and incorporated herein as part of these Recitals;

WHEREAS, a copy of the *NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES Directed Health Measure Order 2020 –SWHD-08* that became effective on September 14, 2020, is attached to this Resolution as Exhibit "B" and incorporated herein as part of these Recitals;

WHEREAS, renters, users, event attendees, and spectators who attend such outdoor gathering activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering Municipal Property where Heritage Days activities are taking place; and

WHEREAS, it is the intent of the City of McCook to permit the resumption of use of Municipal Property - Norris Park for outdoor gatherings in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including, but not limited to the *June 16<sup>th</sup> Outline of Changes to Upcoming DHMs Phase IV*, and such further laws and guidance that may be issued in the future, provided that every renter, user, event attendee, or spectator, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that a License and Management Agreement for Use of Municipal Property be signed that releases the City of McCook, its elected and appointed officials and employees, and all other participants present during the activity at the Municipal Property - Norris Park from liability associated with exposure to COVID-19 in the course of such activities.

NOW, THEREFORE, BE IT RESOLVED by the City Council that *COVID-19: License and Management Agreement for Use of Municipal Property for Heritage Days Event* between the City of McCook and the McCook Chamber of Commerce, attached hereto as Exhibit "C", hereby be approved.

BE IT FURTHER RESOLVED that the McCook Chamber of Commerce, event attendees, and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City of McCook relating to COVID-19 or other safety or hygiene precautions while present on municipal property, understanding that the City of McCook may elect to deny entrance onto Municipal Property, to any non-complying renter, user, event attendee, or spectator, or to require a non-complying renter, user, event attendee, or spectator to leave the premises at any time.

BE IT FURTHER RESOLVED that officials and employees of City of McCook are authorized to execute the directives set forth in this Resolution.

RESOLVED this 21<sup>st</sup> of September, 2020.

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Michael Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk

## Outline of Changes to Upcoming DHMs Phase IV

The date of Phase IV implementation is still to be determined, however, the following DHM updates will be made when entering Phase IV.

- **Bars & Restaurants**
  - Section is removed from DHM. Guidance will remain and use is recommended.
- **Childcare Facilities**
  - Section is removed from DHM. Guidance will remain and use is recommended.
- **Churches**
  - Section is removed from DHM. Guidance will remain and use is recommended.
- **Gatherings**
  - INDOOR Gatherings will be limited to 75% of rated occupancy.
  - OUTDOOR Gatherings 100% of rated occupancy.
  - Gatherings include but are not limited to Indoor or Outdoor Arenas, Indoor or Outdoor Auctions, Stadiums, Tracks, Fairgrounds, Festivals, Zoos, Auditoriums, Large Event Conference Rooms, Meeting Halls, Indoor Theaters, Libraries, Swimming Pools, or any other confined indoor or outdoor space.
  - Six (6) feet separation between groups remains in guidance.
  - Plans for reopening or expanding to new capacity limits must be submitted to the local health departments and approved for all indoor and outdoor locations/venues that hold 500 or more individuals (1,000 or more in counties over 500,000 population) before reopening is permitted. The reopening plan must contain planned number of guests, how the location will meet social distancing guidelines, and sanitation guidelines.
- **Gyms, Fitness Centers/Clubs, Health Clubs, & Health Spas**
  - Section is removed from DHM. Guidance will remain and use is recommended.
- **Salons, Barber Shops, Massage Therapy Services, & Tattoo Parlors/Body Art Facilities**
  - Section is removed from DHM. Guidance will remain and use is recommended.
- **Sports**
  - Section is removed from DHM. Guidance will remain and use is recommended.
- **Wedding & Funeral Reception Venues**
  - Section is removed from DHM. Guidance will remain and use is recommended.



NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Directed Health Measure Order 2020—SWHD-008

Pursuant to Neb. Rev. Stat. §§ 71-502 and 81-601 and Title 173 Neb. Admin. Code Ch. 6 the Nebraska Department of Health and Human Services (“Department”) may exercise its authority to order Directed Health Measures necessary to prevent the spread of communicable disease, illness, or poisoning. The objectives of this order are to reduce morbidity and mortality; minimize disease transmission; protect health care personnel and preserve health care system functioning.

Having reviewed information from the United States Department of Health and Human Services Centers for Disease Control and Prevention (“CDC”), local public health departments, treating health care providers and health care facilities, and other public health, security, and law enforcement authorities; having consulted with medical and communicable disease control personnel of the Department; and having considered directives and guidelines issued by the CDC and other public health authorities, the Director finds as follows:

That a member or members of the public have been exposed to a communicable disease known as COVID-19; there are now confirmed cases of “community spread” or “community transmission” of COVID-19 in the areas subject to this Directed Health Measure.

That multiple areas of the United States are experiencing “community spread” of the virus that causes COVID-19. Community spread, defined as the transmission of an illness for which the source is unknown, means that isolation of persons traveling from known areas of infection is no longer enough to control spread.

That exposure presents a risk of death or serious long-term disabilities to any person; the exposure is wide-spread and poses a significant risk of harm to people in the general population; there is a particular subset of the population that is more vulnerable to the threat and thus at increased risk; and the threat is from a novel infectious disease.

That the immediate implementation of the following Directed Health Measures is necessary to ensure that members of the public do not gather in large numbers, in close proximity to each other, or in enclosed spaces, thereby endangering the health of themselves and the public.

That one of the goals of the following Directed Health Measures is to minimize in-person interaction, which is the main means of transmission of COVID-19.

That gatherings, entertainment venues, restaurants, and bars increase and encourage talking, touching, and other social interaction in environments with a multitude of hard surfaces.

That requiring individuals whom test positive for COVID-19 or individuals whom have a test pending and are symptomatic or have one or more of the following symptoms—fever of 100.4 F. or above, or a sudden onset of a cough or sudden onset of shortness of breath, or sudden loss of taste or smell—to home-Isolate, unless Isolated in a health care facility, for a period of no less than ten (10) days from the date of the first-positive test or onset of symptoms per attached Quarantine and Isolation Directions is the least restrictive practical means of Isolating those individuals that effectively protects unexposed and susceptible individuals. Home-Isolation shall be per the attached Quarantine and Isolation Directions.

That requiring individuals who have had Close Contact (see attached Quarantine and Isolation Directions definitions) to home-Quarantine, unless Quarantined in a health care facility, for a period of no less than fourteen (14) days from the date of their last exposure to a person who tested positive or exhibited or exhibits the above symptoms per attached Quarantine and Isolation Directions is the least restrictive practical means of Quarantining those individuals that effectively protects unexposed and susceptible individuals. Home-Quarantine shall be per the attached Quarantine and Isolation Directions.

That a home-Isolation and Quarantine will allow the most freedom of movement and communication with family members and other contacts without allowing the transmission of COVID-19 to others, and a home-Isolation or Quarantine will allow the appropriate level of medical care needed for the quarantined individuals unless it is necessary to admit the Isolated or Quarantined individuals to a health care facility.

That hospital capacity and health care resources including health care personnel hours and/or medical supplies, such as personal protective equipment, are being depleted by elective surgeries and elective procedures and that a shortage of hospital capacity or health care resources will hinder efforts of health care personnel and health care facilities to treat persons who test positive for COVID-19.

That a delay in the imposition of an effective Directed Health Measure would significantly jeopardize the ability to prevent or limit the transmission of COVID-19 or pose unacceptable risks to any person or persons.

That the following Directed Health Measures have been identified as effective against public health threats by the CDC and other similar public health authorities to effectively prevent, limit, or slow the spread of COVID-19.

I. Based on conditions in the following areas, the following Directed Health Measures are hereby ordered for Keith, Perkins, Chase, Hayes, Frontier, Dundy, Hitchcock, Red Willow and Furnas counties, effective 12:00 AM, September 14, 2020 and continuing through 11:59 PM, October 31, 2020; unless renewed, extended, or terminated by subsequent order, all persons in all the aforementioned county(s) are ordered to comply:

1. Gatherings are hereby restricted;

A gathering is defined as any event or convening that brings together more than ten (10) patrons, customers or other invitees, excluding staff, in a single room or single space at the same time, including but not limited to, fairgrounds, fairs, festivals, auditoriums, stadiums, arenas, large event conference rooms, meeting halls, libraries, in-door or out-door arenas, tracks, bowling alleys, zoos, aquariums, swimming pools, or any other confined indoor or outdoor space.

Gatherings are restricted to: seventy-five percent (75%) for an indoor facility's applicable rated occupancy (excluding staff) or one-hundred percent (100%) for an outdoor facility of the applicable rated occupancy (excluding staff).

Plans for Reopening: Except in counties with a population of five-hundred-thousand (500,000) or more, venues with a rated capacity of five-hundred (500) or more individuals must submit a "plan for reopening" to the applicable Local Public Health Department BEFORE reopening, the plan must contain at a minimum the following: planned number of guests/attendees, how the venue will meet applicable social distancing guidelines, sanitation guidelines and any other applicable DHM requirement. All plans must be approved by the Local Public Health Department prior to reopening. "Plans for Reopening" previously submitted under prior DHMs will need to be resubmitted for approval, if venues intend to exceed the prior DHM's occupancy (gathering) restrictions.

For counties with a population of five-hundred-thousand (500,000) or more individuals, venues with a rated capacity of one-thousand (1,000) or more individuals must submit a "plan for reopening" to the applicable Local Public Health Department BEFORE reopening, the plan must contain at a minimum: planned number of guests/attendees, how the venue will meet applicable social distancing guidelines, sanitation guidelines and any other applicable DHM requirement. All plans must be approved by the Local Public Health Department prior to reopening. "Plans for Reopening" previously submitted under prior DHMs will need to be resubmitted for approval, if venues intend to exceed the prior DHM's occupancy (gathering) restrictions.

For the purpose of clarity, a gathering does not include normal operations at airports, bus and train stations, health care facilities and services (as defined in the Health Care Facility Licensure Act NEB. REV. STAT. §§ 71-401 to 71-475), other mental health and/or substance use treatment day programs which are not required to be licensed (such as Day Rehabilitation or Day Treatment), shopping malls and centers, or other spaces where ten or more persons may be in transit. It also does not include typical office environments, factories, or retail or grocery stores where large numbers of people are present but it is typically unusual for them to be within six feet of one another. It also does not include events at which members of the media may need to be present, courts of law, public utilities, state, county, and city operations, election offices and polling places on election day, logistics/distribution centers, or family residences housing ten or more people. It also does not include religious services (see Religious service section below). However these settings are directed to use heightened, diligent and effective disinfection of exposed surfaces meeting the directions of the Nebraska Department of Health and Human Services, Centers for Disease Control and Prevention and the Environmental Protection Agency.

2. All businesses are hereby reminded to follow any COVID-19 related safety guidelines established or published by their respective professional, regulatory or advisory associations or agencies relating to or regarding the use of PPE.
3. Individuals who test positive for COVID-19 or individuals who have a test pending and are symptomatic or have one or more of the following symptoms—fever of 100.4 F. or above, or a sudden onset of a cough or sudden onset of shortness of breath, or sudden loss of taste or smell—shall home-Isolate, unless Isolated in a health care facility, for a period of no less than ten (10) days from the date of the first-positive test or onset of symptoms per attached Quarantine and Isolation Directions. Individuals with the above-listed symptoms who have an alternative diagnosis including seasonal allergies, have tested positive for influenza, or other chronic condition or have received a negative COVID-19 test result are **not** subject to Isolation under this Order.

Individuals who have had Close Contact (see attached Quarantine and Isolation Directions definitions) shall home-Quarantine, unless Quarantined in a health care facility, for a period of no less than fourteen (14) days from the date of their last exposure to a person who tested positive or exhibited or exhibits the above symptoms per attached Quarantine and Isolation Directions. Individuals who have had Close Contact with individuals who have an alternative diagnosis including a positive for influenza, seasonal allergies, or other chronic condition or have received a negative COVID-19 test result are **not** subject to Quarantine under this Order.

Please see the attached, and hereby incorporated in full, Quarantine and Isolation directions, per 173 NAC 6-006.03B.

4. Any employer required by law to provide housing to an employee or worker and who provides congregate or shared housing to employees or workers, must, at minimum, (1) post signage throughout the shared or congregate housing communicating prevention measures such as proper cleaning, disinfection, hand washing, cough etiquette, and avoiding non-essential physical contact, (2) daily clean and disinfect shared areas in such housing, (3) perform daily verbal screening and temperature checks of all employees or workers living in employer provided shared or congregate housing, (4) provide alternative housing arrangements for any employee or worker who tests positive for COVID-19 or who have the following symptoms – fever of 100.4 F. or above, or a sudden onset of a cough or sudden onset or shortness of breath – separate from housing provided to employees or workers who test negative for COVID-19 or are without symptoms, (5) provide alternative housing arrangements for any employee or worker who had close contact with a confirmed or suspected COVID-19 case separate from housing provided to employees or workers who test negative for COVID-19 or are without symptoms, and separate from any employee or worker who tests positive for COVID-19 or who have the following symptoms – fever of 100.4 F. or above, or a sudden onset of a cough or sudden onset or shortness of breath, and (6) thoroughly clean and disinfect all housing areas where a confirmed or suspected COVID-19 case spent time.

- II. This order supersedes previous Directed Health Measure Orders 2020-001, 2020-002, 2020-003, 2020-004, 2020-005, 2020-006, 2020-007, 2020-008, 2020-009, 2020-010, 2020-011, SWHD-001, SWHD-002, SWHD-003, SWHD-004, SWHD-005, SWHD-006 and SWHD-007 for the aforementioned county(s), provided, this Order does not supersede the provisions of any Directed Health Measure(s) issued by Local Health Departments, except that the Directed Health Measures contained in this order are binding and enforceable regardless of any Directed Health Measure(s) issued by Local Health Departments or municipalities. This Order will remain in effect no longer than necessary to ensure that individuals or groups affected by COVID-19 no longer pose a public health threat.

Failure to comply with this Order will result in legal action for enforcement by civil and/or criminal remedies.

In the event of noncompliance with the terms of this Order, law enforcement and other Municipal and Local Public Health Department personnel will be required to aid the Department in enforcement of the Order, pursuant to 173 NAC 6 and NEB. REV. STAT. § 71-502.

Any person subject to this Order may request a contested case hearing to contest the validity of the Order. A request can be made to the DHHS Hearing Office by fax at 402-742-2376 or requested by phone at 402-471-7237.

Upon request, the Department will schedule a hearing to be held as soon as reasonably possible under the circumstances. Unless requested otherwise, the hearing will be scheduled no sooner than three days after the request is received by the Department. The hearing will be conducted in accord with the Department's rules of practice and procedure adopted pursuant to the Administrative Procedure Act.

The parties to the hearing will be limited to the Department and requesting party unless one or more additional persons have requested contested case hearings on substantially identical issues; the interests of administrative economy require that the matters be consolidated; and no party would be prejudiced by consolidation, in which case notice of the consolidation will issue.

A party may be represented by counsel at the party's own expense, or may appear *pro se* if a natural person.

Reasonable prior notice of the time and place for hearing will be given. The hearing may be conducted in whole or in part by telephone.

The purpose of the hearing is to determine if the factual bases for the Order exist and the reasonableness of the ordered measures. The Director may affirm, reverse or modify the Order by a written Findings of Fact, Conclusions of Law, and Order to be issued as soon as reasonably possible after the hearing.

For the Nebraska Department of Health and Human Services:

  
\_\_\_\_\_  
Gary Anthone, MD

9-11-20  
Date

Chief Medical Officer/Director of Public Health

*Pursuant to Title 173 Neb. Admin. Code. Ch. 6, 007.02, this Order has been provided to and shall be disseminated through mass media.*

**COVID 19: License and Management Agreement  
for Use of Municipal Property for Heritage Days Event**

This License and Management Agreement (the "License"), dated for reference purposes only as of the \_\_\_\_ day of September, 2020, is entered into by and between the City of McCook, Nebraska ("Licensor") and the McCook Chamber of Commerce ("Licensee").

**RECITALS**

- A. Licensor owns the real estate and improvements thereon legally described as follows, to wit: First Addition to McCook BLK 11, Lot 1 through 12. This real estate and its improvements are more commonly referred to as Norris Park and will be referred to herein as the "Premises".
- B. The Licensee desires to license the Premises.
- C. The Premises include a park, playground equipment, benches, restrooms and a band shelter.
- D. Licensee is involved in organizing social gatherings for promotion of the community in the municipality.
- E. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus pandemic and is not able to ensure that operation of the Premises during all events follows the current applicable rules for safe operation.
- F. Licensee desires to utilize the Premises for a community gathering and social event for Heritage Days on September 25th through September 27<sup>th</sup> 2020 and is willing to enter into this License Agreement in order to manage the Premises in accordance with the applicable rules for safe operation.
- G. Licensor desires to enter into this License whereby Licensee shall license and manage the Premises for Licensor, subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises, as defined above. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use such other portions of the Premises as is necessary for Licensee to access the Premises.

2. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the Premises during the License Term when the Premises are being utilized pursuant to this License. Licensee shall be responsible for operating

and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to Southwest Nebraska Public Health Department, other guidelines that may be promulgated by the State of Nebraska regarding large group gatherings and all resolutions and ordinances of Licensor (collectively the "Rules"). Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all attendees utilizing the Premises are conducting themselves in accordance with the Rules.

3. Term. The License term is effective and shall commence on September 25, 2020, and conclude on September 27, 2020. Either party shall have the right to terminate this License by providing the other party with no less than 24 hours written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor's discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. Acceptance of Premises. By taking possession of the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use. Licensee also acknowledges and agrees that Licensee is only utilizing a portion of the Real Property that is described herein as the Premises and that Licensor and other parties also shall have the right to use the Real Property during the License Term, subject to the reasonable licensing discretion of Licensor. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

5. Quiet Enjoyment. Upon Licensee observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have possession of the Premises for the entire term hereof, subject to all of the provisions of this License.

6. Utilities. Licensee acknowledges that the utilities necessary for the operation of the Premises are provided by Licensor and Licensee shall use such utilities in the manner required for the proper operation of the Premises and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Premises shall be paid by Licensor.

7. Maintenance. Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the

Premises may be utilized for the purposes set forth in this License. Such obligation shall include, but not be limited to, cleaning and disinfecting restroom facilities regularly (at a minimum every two hours) while event attendees are present, and placing markings on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart if any such restroom facilities are included and open for use on the Premises. Licensee shall also ensure that the concession stands and or food stands, if any, are only allowed to open if all requirements set forth in the Rules are followed. Licensee shall ensure that the benches and band shelter are only utilized in accordance with the applicable Rules. Licensor shall be responsible for any mowing, irrigation, or application of fertilizer or weed control on the Premises in accordance with past practices of Licensor. Provided, however, Licensee shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of Licensor hereunder.

8. Insurance. If possible and financially feasible, Licensee shall endeavor to have an insurance policy that provides coverage for issues related to COVID-19, novel coronavirus, or similar issues.

9. Licensee's Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

10. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

11. No Re-license. Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing.

12. Events of Default. The occurrence of the following event shall constitute an Event of Default: (i) the failure by Licensee to observe or perform any of the provisions of this License to be observed or performed by the Licensee if such failure continues for a period of 24 hours, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensor to Licensee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within 24 hours, an Event of Default shall not be considered to have occurred if Licensee commences to cure such failure within such 24 hour period and continues to proceed diligently with the cure of such failure.

13. Remedies. On the occurrence of an Event of Default, Licensor may at any time thereafter, with or without notice or demand and without limiting Licensor in the exercise of a right or remedy which Licensor may have by reason of such default or breach, exercise any rights or remedies Licensor may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;
- B. sue for any damages sustained by Licensor;
- C. cure any breaches of Licensee's obligations to provide insurance or properly maintain the Premises.

14. Non-Exclusive Remedies. The remedies of Licensor set forth in Section 13 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

15. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

16. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Any notice given by mail shall be deemed received two (2) business days following the date such notice is mailed as provided in this Section. Any notice given by electronic mail or personally delivered shall be effective upon receipt. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Licensor's Address: City of McCook - c/o Lea Ann Doak  
505 West C Street  
P.O. Box 1059  
McCook, NE 69001

b. Licensee's Address: McCook Chamber of Commerce  
c / o Dawson Brunswick  
402 Norris Ave Suite 320  
McCook, NE 69001

17. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

18. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

19. Relationship of Parties. No provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

20. Waiver. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

21. Partial Invalidity. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

22. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License, but shall be interpreted according to the application of rules of interpretation of contracts generally.

23. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

24. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor, Licensee, and their respective successors and assignees.

25. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto hereby execute this License as of the day and year first above written.

“LICENSEE”  
MCCOOK CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Its: President

“LICENSOR”  
CITY OF MCCOOK

By: \_\_\_\_\_  
Its: City Manager

**CITY MANAGER'S REPORT**  
**SEPTEMBER 21, 2020 MCCOOK CITY COUNCIL MEETING**

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ITEM **4.L.** Approve an Addendum to the Provision of Services to Senior Citizens Contract FY 19-20 and 20-21 with the West Central Nebraska Area Agency on Aging (ie. WCNAAA)

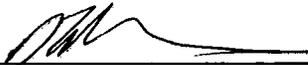
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**BACKGROUND:**

Due to the COVID-19 pandemic and the necessity to close centers or to operate at a decreased capacity, it has become difficult for senior centers to adhere to WCNAAA's requirement of providing 1 unit of Supportive Service for every 3 meals senior centers serve, as was stated in our contract with WCNAAA. WCNAAA's Governing Board has approved amending the City of McCook's FY 19-20 and FY 20-21 contracts to waive the above-mentioned requirement for both contracts. WCNAAA will notify the City of McCook when this waiver will end.

The Addendum does not change the City of McCook's Senior Center funding.

**APPROVALS:**

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

September 17, 2020

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

September 17, 2020

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**PROGRAM INSTRUCTION**

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**TO:** Senior Centers  
**FROM:** Linda Foreman   
**SUBJECT:** FY 19-20 and 20-21 Contract Addendums  
**DATE:** September 2, 2020

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Due to the Covid 19 pandemic and the necessity to close centers or to operate at a decreased capacity it has become difficult if not impossible for you to adhere to our requirement of providing 1 unit of Supportive Service for every 3 meals you serve as stated in your contract with WCNA AAA. The Governing Board has approved amending your FY 19-20 and FY 20-21 contracts to waive the above-mentioned requirement for both contracts. When feasible you will be notified when the waiver will end. **The changes on the addendum do not change your funding.**

Addendum changes:

FY 19-20

- Page 2 – Section B- items 2 and 3

FY 20-21

- Page 2 – Section B- items 2 and 3

Please sign page 3 on both contract addendums, make a copy for your records and send the originals to the Agency.

I apologize for this inconvenience and appreciate your time and effort.

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**West Central Nebraska Area Agency on Aging  
Provision of Services to Senior Citizens  
Contract FY 2020**

THIS Contract is made and entered into this 1<sup>st</sup> day of July, 2019 by and between the **WEST CENTRAL NEBRASKA AREA AGENCY ON AGING, 115 North Vine Street, North Platte, Nebraska 69101**, an intergovernmental agency serving the Nebraska counties of Arthur, Chase, Dawson, Dundy, Frontier, Gosper, Grant, Hayes, Hitchcock, Hooker, Keith, Lincoln, Logan, McPherson, Perkins, Red Willow, Thomas and hereinafter called the AGENCY, and **CITY OF McCOOK**, with the following mailing address: **P.O. Box 1059, McCook, NE 69001**, hereinafter called the Contractor for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring, and evaluation of the Contractor's comprehensive, coordinated service system for older persons hereinafter called 'Program'.

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

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

WHEREAS, the Agency has been awarded funds for the "Older Americans Act Title III Grants for State and Community Programs on Aging" through the Administration for Community Living from the Older Americans Act of 1965 as amended through P.L. 114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statues DHHS program regulations and the terms and conditions of this Contract for Fiscal year 2020 as specified in its State approved Area Plan for the support of specified services and activities in the seventeen county area and

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

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

**SECTION ONE:**

The Agency shall provide the Contractor the following:

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

**Addendum One**  
**Contract FY2019-2020**

EXECUTED this 24<sup>th</sup> day of September, 2020 by

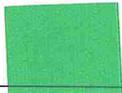
Attest: West Central Nebraska Area Agency on Aging  
"Agency"

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chairperson/Vice Chairperson

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

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Board Chairperson/Vice Chairperson

**West Central Nebraska Area Agency on Aging  
Provision of Services to Senior Citizens  
Contract FY 2021**

THIS Contract is made and entered into this 1<sup>st</sup> day of July, 2020 by and between the **WEST CENTRAL NEBRASKA AREA AGENCY ON AGING, 115 North Vine Street, North Platte, Nebraska 69101**, an intergovernmental agency serving the Nebraska counties of Arthur, Chase, Dawson, Dundy, Frontier, Gosper, Grant, Hayes, Hitchcock, Hooker, Keith, Lincoln, Logan, McPherson, Perkins, Red Willow, Thomas and hereinafter called the AGENCY, and **CITY OF McCOOK**, with the following mailing address: **P.O. Box 1059, McCook, NE 69001**, hereinafter called the Contractor for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring, and evaluation of the Contractor's comprehensive, coordinated service system for older persons hereinafter called 'Program'.

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

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

WHEREAS, the Agency has been awarded funds for the "Older Americans Act Title III Grants for State and Community Programs on Aging" through the Administration for Community Living from the Older Americans Act of 1965 as amended through P.L. 114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statues DHHS program regulations and the terms and conditions of this Contract for **Fiscal year 2021** as specified in its State approved Area Plan for the support of specified services and activities in the seventeen county area and

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

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

**SECTION ONE:**

The Agency shall provide the Contractor the following:

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

**Addendum One  
Contract FY2020-2021**

EXECUTED this 24<sup>th</sup> day of September, 2020 by

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chairperson/Vice Chairperson

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

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Board Chairperson/Vice Chairperson

**CITY MANAGER'S REPORT  
SEPTEMBER 21, 2020 CITY COUNCIL MEETING**

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**ITEM:**        4.M.

Receive and file the claims for the month of August 2020 as published September 18, 2020.

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**BACKGROUND:**

Claims are presented to the Council and published each month as outline in the City Code of Ordinances.

Staff is always available to address any questions that the Council may have regarding a specific claim.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

September 17, 2020

CITY OF MCCOOK  
CLAIMS FOR AUGUST 2020

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

20/20 TECHS-SC 3300.00; 7-D LOCKSHOP-S 349.99; ABI ATTACHMENTS-S 349.36; ACE-S 809.71; AKRS-S 1568.67; B. ALLEN-S 146.33; AMERICAN AG LAB-SC 856.23; AMERICAN LEGAL PUBLISHING-SC 353.15; ANYTIME TRI-STATE TOWING-SC 190.00; APPLIED CONNECTIVE-SC 150.00; ARROW CAR WASH-S 52.43; ASSEMBLED PRODUCTS-S 491.84; ATCO INT'L-S 157.50; ATR LIGHTING-S 198.96; BAIRD HOLM-SC 900.00; BARCO MUNI-S 64.01; BETTER HOMES-S 36.28; BISHOP BUSINESS-SC 189.58; BLACK HILLS ENERGY-SC 1577.85; BLAKE'S SERVICE-S 30.00; BLUE SHIELD-SC 320.00; BLUE TO GOLD-SC 1341.00; BOOKS BY THE BUSHEL-S 152.47; BSB-CO 1500.00; BW TELCOM-SC 144.14; C&K-S 545.32; CAMBRIDGE TELE-SC 244.51; CARQUEST-S 1284.57; CASH WA-S 13634.17; CENTRAL NE BOBCAT-CO 5294.47, CENTRAL PLAINS LIBRARY-SC 46.00; CENTURY LINK-SC 1110.28; CHECK'S FOR LESS-S 82.95; CITY OF MCCOOK-PS 343459.67; CITY SELF INS-BT 129504.00; UTILITIES-SC 17905.02; CONSOLIDATED MGMT-SC 275.71; CORNHUSKER STATE IND-S 9166.00; CPS HR-S 412.85; CRAWFORD SUPPLY-S 193.49; J. CROCKER-SC 24.00; CULLIGAN-S 109.27; D&L PEST-S 266.00; D & S HARDWARE-S 2323.68; DANKO-S 155.74; DAS STATE ACCTG-S 22.00; DEVENY-S 6409.20; DIAMOND VOGEL-S 914.83; DOUBLE D LAWN-S 28.98; DOYLE AUTO-S 88.15; EAKES-S 908.22; ENVIORNMENTAL ANALYSIS-SC 470.00; FARRELL'S-S 179.97; FASTENAL-S 57.88; FICA-PS 17188.24; F-V COOP-S 13651.94; FRONTIER COMMUNICATIONS-SC 34.19; GALE GROUP-S 77.97; GAME TIME-S 33.28; GERHOLD-S 2910.93; GIS WORKSHOP-SC 27837.00; GOOGLE SVCS-SC 450.00; GREAT PLAINS COMM-SC 2628.56; HAIL VARSITY-S 55.29; HENNING BROS-SC 59.00; HIGH PLAINS RADIO-SC 54.00; HOMETOWN LEASING-SC 1319.94; IDEAL-S 285.83; INLAND TRUCK PARTS-S 3018.94; J BAR J-SC 46699.95; JLB WELDING-CO 226.46; JOHN HANCOCK-SC 22361.23; K & C GRAIN-S 31042.62; K-C MOTOR & ELEC-S 224.24; M. KENDALL-SC 95.24; KOHL'S AUTO-S 357.02; KOMLINE-SANDERSON ENG-S 1207.40; K. KORGAN-S 41.00; L-TRON CORP.-S 1032.15; LEAGUE OF NE MUN-UTILITY-SC 2144.00; LEAGUE OF NE MUN-SC 16343.00; LIFE-ASSIST-S 909.73;

LUMACURVE AIRFIELD SIGNS-S 7541.00; MACQUEEN EQUIP-S 2298.03; MARC-SC 291.21; MARIS GEN CONT-S 183.40; MCCOOK CHAMBER-SC 1185.00; MCCOOK CLINIC-SC 156.36; MC GAZETTE-SC 1268.00; MC HUMANE SOCIETY-S 3688.48; MPPD-SC 3306.36; MCNET-SC 121.40; MCKESSON MED-S 108.32; MEAD-S 166.13; MEDICARE-PS 4757.02; MERCHANT SRVS-SC 865.59; MICROMARKETING-S 1264.68; MILLER & ASSOC-SC 2210.00, CO 466.40; MNB INS-SC 100.00; MOUSEL, BROOKS, SCHNEIDER-SC 3619.00; MUNICIPAL SUPPLY-S 3531.57; NATP-SC 50.00; NE DEPT OF HEALTH-SC 986.00; NE DEPT REVENUE-SC 18391.41; NE LAW ENFORCEMENT-SC 50.00; NE STATE FIRE MARSHAL-SC 36.00; NE TRUCK CENTER- S 249.76; NEBRASKALAND TIRE-S 280.16; NEENAH FOUNDRY-CO 363.00; NICK'S DIST-S 1301.06; NORTH PLATTE TELEGRAPH-S 497.95; NORTHERN SAFETY-S 50.70; NPPD-SC 50406.86; O'REILLY-S 41.78; ONE CALL CONCEPTS-SC 180.26; PAPER TIGER SHREDDING-S 50.00; PLATTE VALLEY COMM-S 310.00, POPULAR SUBSCRIPTION-S 1858.69; QUADIANT FINANCE-SC 1000.00; QUICK MED CLAIMS-SC 3766.19; R & L SPRINKLERS-S 68.55; RAVENSWOOD ELEC.-S 386.18; S. REICHERT-SC 47.62; REWARD COMMITTEE-SC 2500.00; RJ THOMAS-SC 629.00; J. SAHM-SC 71.43; SANDRY FIRE-S 20.04; SCOTT SAFETY-S 72.38; SEHNERT'S-SC 111.30; B. SIEGFRIED-S 303.40; SILVER STATE-SC 425.00; SOUTHWEST FARM-S 676.12; B SPRINGER-SC 119.05; STATE OF NE-SC 119.05; SWANSON SIGN-SC 105.00; TARGET SOLUTIONS-SC 4888.00; TITAN MACHINERY-SS 104.38; TRI AIR TESTING-SC 195.01; ULINE-S 117.27; UMR-SC 199091.58; USPS-SC 1329.86; UNIVERSITY OF NE-SC 40.00; US FOODS-S 2162.63; UTILITY REF- 381.76; VAN DIEST-S 3697.30; VERIZON-SC 2135.59; VOLZ-S 725.02; WAGNER FORD-SC 515.81; WALL STREET JOURNAL-S 539.98; WALMART-S 1064.24; WALTER HEATING-S 327.00; WEST CENTRAL NE AREA AGE-SC 4497.90; ZOLL-S 2135.41, R. ZWICKLE-SC 63.50.

-s- Lea Ann Doak  
City Clerk

Publish: September 18, 2020

**CITY MANAGER'S REPORT**  
**SEPTEMBER 21, 2020 MCCOOK CITY COUNCIL MEETING**

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ITEM **5.A.** Introduce Ordinance No. 2020-3013 and approve under suspension of the rule, with said Ordinance No. 2020-3013 repealing Ordinance 2020-3008 (a/k/a the "Sidewalk Café Ordinance") to allow for the "Sidewalk Cafés Ordinance" to occupy Chapter 120 of the City of McCook, Nebraska Code of Ordinances.

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**BACKGROUND:**

In August, the City Council approved the "Sidewalk Café Ordinance", formally known as Ordinance No. 2020-3008. Under Ordinance No. 2020-3008, the sidewalk café ordinance was placed in Chapter 119 of the City of McCook, Nebraska Code of Ordinances. On review, the Hotel Companies Occupation Tax regulations already occupy Chapter 119, creating a situation where two ordinances occupy Chapter 119. As such, the McCook City Council must repeal Ordinance No. 2020-3008 to allow for the correct numerical sequencing to occur to reflect the two different ordinances. Ordinance No. 2020-3013 will allow for the "Sidewalk Café Ordinance" to occupy Chapter 120 and will remove any issues related to the duplication of numerical assignments. The Hotel Companies Occupation Tax regulations will remain in Chapter 119.

**APPROVALS:**

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

September 17, 2020

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

September 17, 2020

ORDINANCE NO. 2020-3013

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE CITY OF MCCOOK CODE OF ORDINANCES, TITLE XI: BUSINESS REGULATIONS; ADDING CHAPTER 120: SIDEWALK CAFÉS; TO REPEAL ORDINANCE NO. 2020-3008 AND ANY OTHER CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

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

SECTION 1. That City of McCook Code of Ordinances, Title XI: Business Regulations, Chapter 120: Sidewalk Cafés, shall be added to read as follows:

**CHAPTER 120: SIDEWALK CAFÉS**

Section

120.01	Sidewalk Café Definition
120.02	Sidewalk Cafés Authorized
120.03	Sidewalk Café Requirements
120.04	License Applications
120.05	Granting of License
120.06	Criteria for Issuance and Removal
120.07	Conditions of License
120.08	Transfer of License
120.09	Expiration of License
120.10	Suspension or Revocation of License
120.11	License Fee

**§ 120.01 SIDEWALK CAFÉ DEFINITION.**

A grouping of tables, chairs and related items located wholly or partially within a public sidewalk or right-of-way for the purposes of service and consumption of food and beverages by patrons, when located immediately adjacent to a food and beverage service establishment having a common operator.

**§ 120.02 SIDEWALK CAFÉS AUTHORIZED.**

Sidewalk cafés with or without service of alcohol may be located on public sidewalks subject to a license issued by the McCook City Council pursuant to this section.

**§ 120.03 SIDEWALK CAFÉ REQUIREMENTS.**

Installation and operation of all sidewalk cafés are subject to the following requirements and sidewalk cafés serving intoxicating liquor, beer or wine are subject to the applicable requirements of Chapter 111.

(A) Sidewalk cafés may only be installed and operated during the hours of operation of the food service establishment provided that no sidewalk café may be operated after the hour of 11:00 p.m. A licensee may apply to the McCook

City Council for an exception to extend the operating hours from 11:00 p.m. to 2:00 a.m. The exception shall be issued on a case by case basis. An application to extend the hours must be presented to the City Clerk three weeks prior to the event requiring the exception. The City Council may further restrict the hours of operation of a sidewalk café based upon the proximity to residential dwelling units, and upon considerations relating to the safety, repose and welfare of residents, businesses and other uses near the establishment. Furniture and fixtures may be stored overnight within the sidewalk café area provided the licensee shall ensure all items are stored and secured in a neat and orderly manner.

(B) All sidewalk cafés must abut and be operated as part of the food service establishment operated by the applicant and shall have delineated limits separating the sidewalk café from the travelled portion of the sidewalk. Sidewalk cafés serving intoxicating liquor, beer or wine must have a visually appealing barrier made of fencing or planters surrounding the entire sidewalk café area which must be compact and contiguous with the enclosed portion of the licensed premises. The barrier shall be continuous, except for that portion used as an opening for ingress and egress. The opening can be in the form of a gate or a visually appealing chain. The gate or chain shall remain closed and shall only be used for the purpose of a fire exit, handicap accessibility, or maintenance purposes. No licensee shall expand a sidewalk café without first obtaining an amended sidewalk café license covering the additional space.

(C) Only food or beverages for immediate consumption may be offered for sale and no alcoholic beverages may be dispensed from within the sidewalk café. The licensee shall provide food service in all sidewalk café areas during all hours of operation. Food service may consist of less than a full menu, but shall at all times offer a substantial choice of main courses, other food items, and non-alcoholic beverages. Glassware may be used in the service of food and beverages but only to the extent such use does not create a safety hazard for patrons or the public in adjacent areas and the licensee is responsible to immediately remove any broken glass from the premises.

(D) No licensee shall allow entertainment within a sidewalk café, including non-live entertainment such as radio, taped music and television, unless the same is expressly approved in writing by the City Council, and in no event shall noise be generated that would unreasonably annoy or interfere with neighboring property owners or occupants or the public.

(E) No sidewalk café may: (i) unduly restrict the safe usage of any roadway or the sidewalk by the public after taking into consideration the locations of obstructions, vehicular traffic and other impediments to the passage of vehicles and pedestrians; (ii) be located within ten (10) feet of any traffic signal, crosswalk or pedestrian curb cut; or (iii) adjoin any premises other than the applicant's food service establishment. All signs, including sandwich boards, must comply with city zoning regulations governing signs and no signs may be placed in a manner that would obstruct a pedestrian sidewalk the licensee is otherwise required to keep clear and unobstructed.

(F) No advertising shall be permitted on or in any sidewalk café or any extension thereof except to identify the product and/or the name of the vendor, and shall in all respects comply with all city zoning regulations governing signs.

(G) Fencing and planters shall be visually appealing and constructed of high-quality, durable materials maintained in good condition and shall not be permanently attached to the sidewalk or right-of-way without first obtaining permission from the City Council. Fencing and planters shall not exceed forty-two (42) inches in height, provided live plants may extend to a height of not more than six (6) feet, all as measured from the surface of the sidewalk or right-of-way. Corner posts may exceed forty-two (42) inches if approved by the City Council. Planters must include live plants and must be well maintained at all times.

(H) No umbrella, canopy, or similar device in any sidewalk café shall be more than six and one-half feet above ground level without approval from the city.

(I) A clear, unobstructed passageway not less than six feet in width at all points, entirely across the frontage of the property occupied by the occupant parallel to the line of the street and generally in the line of pedestrian traffic, shall be maintained at all times, except as follows:

a. If the city shall find special circumstances involving site characteristics or the flow of pedestrian traffic at such location, the conditions of approval may require a passageway greater than six feet or may prohibit operation of the sidewalk café for certain specified periods.

(J) Sidewalk cafés shall be handicap accessible and shall be installed in a manner complying with all ADA requirements and shall provide for a minimum of six (6) feet of clear, unobstructed pedestrian walkway between all obstructions and the sidewalk curb. No employee or server may obstruct pedestrian walkways at any time.

(K) No sidewalk café shall be installed or operated, and no license shall be issued, for any location where the same is prohibited by state or local law and the ownership, operation and maintenance of all sidewalk cafés shall be subject to all applicable laws, ordinances and regulations.

(L) The licensee shall maintain the sidewalk café in a clean and sanitary condition and shall be responsible to remove all trash and litter generated by the operation of the sidewalk café within a reasonable distance from the area. The licensee shall be responsible for all costs of repairing any damage to the sidewalk or other public property caused by the use of the sidewalk or public property as a sidewalk café. If the City Council approves any improvements to the sidewalk or right-of-way necessary for the licensee to operate a sidewalk café, the costs of such improvements plus any administrative costs shall be paid for in advance by the licensee.

(M) All sidewalk café licensees must at all times maintain commercial liability insurance covering the licensed premises and the sidewalk café area with minimum policy limits for bodily injury or death of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate, and for property damage of not less than \$50,000. Proof of the required liability insurance shall be in the form of a certificate of insurance or some other form acceptable to the City Attorney and City Clerk. All liability insurance policies required herein shall name the city as any additional insured and shall provide that there shall be no cancellation of the policy for any cause, by the insured or by the insurance company, without

first giving 10-days' written notice to the city, addressed to the City Clerk. Operation of a sidewalk café or liquor sales by a licensee without required liability insurance coverage shall be grounds for immediate suspension or revocation of the license. In addition, the licensee shall indemnify and hold harmless the city, the city's public officials, employees and agents from any loss, costs, damages and expenses arising out of the use, design, operation or maintenance of the sidewalk café. These insurance and indemnification requirements shall be memorialized in a license agreement signed by the licensee prior to the initial issuance of the sidewalk café license and upon any renewal thereof, but failure of the city and the licensee to execute such a license agreement shall not alleviate the licensee of its insurance and indemnification obligations hereunder.

(N) The city shall retain the right to remove or cause to be removed any tables, chairs, furnishings, planters, fencing or other obstructions from the sidewalk or public right-of-way as necessary to access public utilities and facilities, during community civic festivals, celebrations and other events, or if the city reasonably determines any such item or items create an unreasonable risk to public health or safety. The city shall endeavor to give reasonable advance notice to the licensee that items need to be removed or relocated.

#### **§ 120.04 LICENSE APPLICATIONS.**

An applicant for a sidewalk café license shall file an application on forms provided by the City Clerk which shall include, in addition to any other information required by the city, the following:

(A) The business name, address, phone number and contact person.

(B) A site plan of the proposed sidewalk café drawn to scale covering the entire area between the curb and building showing locations of the property lines, curbs, all streets in front of and adjacent to the property, all sidewalk dimensions measured from the building face to the curb, all existing facilities and obstructions within the right-of-way, the proposed location of all sidewalk café fixtures, including but not limited to, tables, chairs, umbrellas, planters, fencing, barricades, lighting, and heaters, and the proposed limits of the sidewalk café.

(C) Photographs and manufacturer specifications for all proposed sidewalk café furniture and fixtures.

(D) Description and locations of any sound, television or video systems proposed for the sidewalk café.

(E) Description of all food and beverages that will be served within the sidewalk café and the proposed hours of operation.

(F) Description of all points of access between the building and the sidewalk café and exterior areas.

(G) Description of ingress and egress arrangements, including those necessary to provide handicap accessibility and control of persons entering and leaving the premises to prevent consumption of alcohol by minors and to ensure safety of moveable seating arrangements.

(H) Description of all physical improvements to be constructed to accommodate the sidewalk café.

(I) An insurance commitment or binder securing all insurance coverage required under this chapter and Chapter 111, if applicable, on the sidewalk café areas and meeting all requirements for naming the city as an additional insured.

(J) Any other information known to the applicant that may reasonably impact the issuance of the license including, but not limited to, objections to the proposed sidewalk café raised by neighboring property owners or the public, obstructions or other factors that may interfere with pedestrian travel on the affected sidewalk area, or conditions that may impact public health or safety if the sidewalk café license is issued.

Upon submission of a complete application, the City Clerk shall place the application upon the agenda of the next available City Council meeting for which proper notice as required by this section can be given. A public hearing on the application shall be required for all initial sidewalk café applications, all subsequent applications proposing modifications to a sidewalk café site plan, and whenever the city determines a public hearing is necessary to determine whether the criteria for granting a sidewalk café license are satisfied. When applicable, the City Clerk shall cause notice of the public hearing to be given in the same manner as prescribed for special use permits.

#### **§ 120.05 GRANTING OF LICENSE.**

Following the required public hearing, if any, the City Council may grant or deny the license or refer the matter to any commission or committee for further study.

#### **§ 120.06 CRITERIA FOR ISSUANCE AND RENEWAL.**

No sidewalk café license may be issued or renewed if the results of the investigation or other evidence given to the City Council through any means, shows to the satisfaction of the Council, that the issuance or renewal would not be in the public's interest. The Council shall make written findings, certifying the sidewalk café will comply with the following criteria.

(A) The design and operation satisfy the applicable requirements of this chapter and will be in harmony with the purpose and intent of city zoning regulations.

(B) The design and operation will not unreasonably interfere with or annoy users of neighboring residential, commercial or public property.

(C) The design and operation will not unreasonably interfere with pedestrian or vehicular traffic or access to any public street, utility or other facilities.

(D) Where liquor, wine or beer will be served, the licensed premises is compact and contiguous with the premises licensed under Chapter 111 and the design and operation will safeguard against consumption of alcohol by minors.

## **§ 120.07 CONDITIONS OF LICENSE.**

Every license issued pursuant to this chapter shall be subject to the conditions of this section and all other sections of this chapter and any other applicable ordinance of the city, state law, or federal law, and shall include the following conditions.

(A) *Posting.* The license shall be posted in a conspicuous place in the licensed establishment at all times.

(B) *Additional Conditions.* The Council may, upon a finding of necessity, place the conditions and restrictions upon the license as it, at its discretion, may deem reasonable and justified to protect the public interest.

(C) *Licenses Limited to Certain Areas.* Sidewalk Café licenses shall be limited to the record owners of business property abutting public space in the following area: Beginning at the intersection of East "E" Street and Norris Avenue, west to the intersection of West 2<sup>nd</sup> Street and East "E" Street, south to the intersection of West 2<sup>nd</sup> Street and West "A" Street, east to the intersection of West "A" Street and Norris Avenue, north to the point of beginning.

(D) *Inspection by Peace Officers or Health Officials.* All sidewalk cafés shall be subject to compliance inspections and no licensee or employee of a licensee shall hinder or prevent a peace officer, health officer, building official, fire official, or any other employee so designated by the City Council or City Manager from entering upon and inspecting the licensed premises during business hours, without a search warrant.

(E) *Responsibility of Licensee.* Every licensee, whether actually present on the licensed premises or not, shall be responsible for the conduct of the licensed premises and shall maintain conditions of sobriety and order on the licensed premises.

## **§ 120.08 TRANSFER OF LICENSE.**

No license issued pursuant to this chapter shall be transferrable to another person or entity nor may any such license be transferred to a different location.

## **§ 120.09 EXPIRATION OF LICENSE.**

Every license issued under this chapter shall renew from year to year so long as the intended use is made of the premises; provided, however, the maximum term of the license shall be ten (10) years, unless specifically renewed by the City Council.

## **§ 120.10 SUSPENSION OR REVOCATION OF LICENSE.**

The City Council may suspend, revoke or deny renewal of any sidewalk café license upon the violation of any license condition or of any provision or condition of this chapter, any other city ordinance, or of any state or federal law. Before the Council shall suspend or revoke any license issued under this chapter, the licensee shall be given at least 10-days' notice stating the time and place of the hearing and the charges against the licensee.

**§ 120.11 LICENSE FEE.**

Any person issued a license or license renewal under this chapter shall pay an initial fee of \$100.00 and an annual fee thereafter of \$50.00. The annual fee shall be paid on or before the first day of January each year the license is held.

SECTION 2. Any other ordinance or code section passed and approved prior to passage, approval, and publication or posting of this ordinance and in conflict with its provisions is repealed.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED THIS 21<sup>st</sup> day of September, 2020.

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

ATTEST:

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

Publish:

**CITY MANAGER'S REPORT  
SEPTEMBER 21, 2020 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 5.D.** Approve Resolution No. 2020-27 and Resolution No. 2020-28, amending the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2020 to September 30, 2025, and authorize the Mayor to sign said agreement.

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**BACKGROUND:**

Following the last McCook City Council meeting, representatives from the Firefighters and Lieutenants Collective Bargaining Units pointed out an oversight with respect to the approved collective bargaining contracts for the period of October 1, 2020 to September 30, 2025. At the beginning of our negotiations in the Spring of 2020, both collective bargaining units had requested that employees that were on "callback" during a designated holiday be treated the same as employees that worked the designated holiday. Pursuant to our collective bargaining agreements, employees who work a holiday receive 18 hours of straight time pay for the holiday. Employees not working the holiday receive 12 hours of straight time pay. The bargaining unit members brought up the fact that employees who are on callback during a holiday are unable to leave McCook during the holiday, essentially tying them to the Fire Department during that day, whether they are called in or not.

The collective bargaining units asked for the "callback" employees to receive similar holiday pay as those that are working. Administrative staff felt the request was reasonable.

During our negotiations toward the end, both sides forgot to include this request with the other requests that were negotiated. Both sides would like to add this provision to the current contracts. In order to make this change, two additional resolutions are necessary.

**APPROVALS:**

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

September 17, 2020

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

September 17, 2020

RESOLUTION NO. 2020-27

WHEREAS, the City of McCook, Nebraska recognizes the McCook Professional Firefighters Association Local 2100 - Firefighters, as the exclusive collective bargaining agent for all full-time firefighters.

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

SECTION 1. That the Mayor and Council hereby ratifies the execution of the First Addendum to the Collective Bargaining Agreement with the McCook Professional Firefighters Association Local 2100 - Firefighters, for the period of October 1, 2020 - September 30, 2025, establishing that employees that are subject to callback during a holiday will receive eighteen (18) hours of straight time pay for the holiday in Article XIII, Section 3.

SECTION 2. That said addendum referred to hereinabove is inserted in full and attached herewith, and made a part hereof.

PASSED AND APPROVED THIS 21<sup>st</sup> day of September, 2020.

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

ATTEST:

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

RESOLUTION NO. 2020-28

WHEREAS, the City of McCook, Nebraska recognizes the McCook Professional Firefighters Association Local 2100 - Lieutenants, as the exclusive collective bargaining agent for all full-time lieutenants.

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

SECTION 1. That the Mayor and Council hereby ratifies the execution of the First Addendum to the Collective Bargaining Agreement with the McCook Professional Firefighters Association Local 2100 - Lieutenants, for the period of October 1, 2020 - September 30, 2025, establishing that employees that are subject to callback during a holiday will receive eighteen (18) hours of straight time pay for the holiday in Article XIII, Section 3.

SECTION 2. That said addendum referred to hereinabove is inserted in full and attached herewith, and made a part hereof.

PASSED AND APPROVED THIS 21<sup>st</sup> day of September, 2020.

---

Michael D. Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**City of McCook, Nebraska**

**and**

**McCook Professional Firefighters Association Local 2100  
Firefighters**

**First Addendum to the  
Collective Bargaining Agreement  
Effective September 21, 2020  
For the Original Contract Period of  
October 1, 2020 - September 30, 2025**

*Whereas*, the City of McCook, Nebraska and McCook Professional Firefighters Association Local 2100 - Firefighters, agree to open the Collective Bargaining Agreement for the contract period of October 1, 2020 to September 30, 2025, for the limited purpose of providing that bargaining unit members that are on callback during a designated holiday will receive eighteen (18) hours of straight time pay for the designated holiday they are subject to callback on.

*Therefore*, the parties agree to amend the Collective Bargaining Agreement as follows:

**Article XIII. Holidays**

**Section 3. Holiday Pay**. Employees working the holiday, *as well as employees that are subject to callback during the holiday*, will receive eighteen (18) hours of straight time pay for the holiday; employees not working the holiday will receive twelve (12) hours of straight time pay for the holiday; and, employees on a 40-hour work week schedule will receive eight (8) hours of straight time pay for the holiday. Such pay will not be counted as hours worked for the purpose of calculating overtime.

CITY OF MCCOOK, NEBRASKA

MCCOOK PROFESSIONAL FIREFIGHTERS  
ASSOCIATION LOCAL 2100:  
FIREFIGHTERS

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

By: \_\_\_\_\_  
Shane Smith, President

**City of McCook, Nebraska**

**and**

**McCook Professional Firefighters Association Local 2100  
Lieutenants**

**First Addendum to the  
Collective Bargaining Agreement  
Effective September 21, 2020  
For the Original Contract Period of  
October 1, 2020 - September 30, 2025**

Whereas, the City of McCook, Nebraska and McCook Professional Firefighters Association Local 2100 - Lieutenants, agree to open the Collective Bargaining Agreement for the contract period of October 1, 2020 to September 30, 2025, for the limited purpose of providing that bargaining unit members that are on callback during a designated holiday will receive eighteen (18) hours of straight time pay for the designated holiday they are subject to callback on.

Therefore, the parties agree to amend the Collective Bargaining Agreement as follows:

**Article XIII. Holidays**

**Section 3. Holiday Pay.** Employees working the holiday, *as well as employees that are subject to callback during the holiday*, will receive eighteen (18) hours of straight time pay for the holiday; employees not working the holiday will receive twelve (12) hours of straight time pay for the holiday; and, employees on a 40-hour work week schedule will receive eight (8) hours of straight time pay for the holiday. Such pay will not be counted as hours worked for the purpose of calculating overtime.

CITY OF MCCOOK, NEBRASKA

MCCOOK PROFESSIONAL FIREFIGHTERS  
ASSOCIATION LOCAL 2100:  
LIEUTENANTS

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

By: \_\_\_\_\_  
Rick Metcalf, President