

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, June 20, 2022
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
 - A. Public Hearing - Regarding the voluntary annexation of a tract of land located north of "R" Street along West 7th Street in the NE ¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, said property owned by the McCook Economic Development Corporation.
 1. Adjourn the Public Hearing.
 - B. Introduce and approve on its first reading Ordinance No. 2022-3041 providing for the annexation of a tract of land located north of "R" Street along West 7th Street in the NE1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska.
 1. Chairperson asks Clerk to read Ordinance by title.
 2. Consider approval of Ordinance No. 2022-3041 upon its first reading.
3. Consent Agenda.

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

 - A. Approve the minutes of the June 6, 2022 regular City Council meeting.
 - B. Receive and file the minutes of the June 13, 2022 Planning Commission meeting.
 - C. Receive and file the claims for the month of May 2022, published June 9, 2022.
 - D. Approve and application from Great Plains Communications to occupy the City right-of-way in the alley between East 4th Street and East 5th Street, south to East "I" Street, installing 3 - 1 1/4" underground ducts with fiber optic cable and 2 ground level vaults.

- E. Approve the request from Katie Anderson to close East "M" Street from East 3rd Street to East 5th Street for the 1st Annual Big West Street Fest 3 on 3 basketball tournament on Saturday, July 16, 2022 from 8:00 A.M. to 9:00 P.M.
 - F. Receive and file the Financial Report for the period ending May 31, 2022.
 - G. Approve the application for a Special Designated Liquor License submitted by Arapahoe Fun Center, LLC, Liquor License #CK-110041, for a wedding reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on July 16, 2022 from 5:00 P.M. to 11:00 P.M.
4. Regular Agenda.
- A. Receive and file information presented by Paul Grieger of D.A. Davidson with respect to use of a Local Options Sales Tax to fund a potential swimming pool project.
 - B. Approve a Sidewalk Café Permit Application for Sehnert's Bakery and Bieroc Café, by and through its owner Andrew Ambriz, allowing for the creation of an outdoor dining area on the sidewalk adjacent to the Sehnert's Bakery and Bieroc Café building located at 310 and 312 Norris Avenue
 - C. Approve a Landfill Surface Lease Agreement between the City of McCook and Southwest Building, Inc.
 - D. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
JUNE 20, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 2.A. Public Hearing - Regarding the voluntary annexation of a tract of land located north of "R" Street along West 7th Street in the NE1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County Nebraska, said property owned by the McCook Economic Development Corporation.

ITEM NO. 2.B. Introduce and approve Ordinance No. 2022-3041, providing for the annexation of a tract of land located north of "R" Street along West 7th Street in the NE1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska.

BACKGROUND:

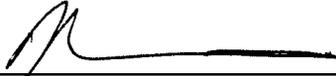
The City of McCook has received a written petition from the McCook Economic Development Corporation requesting a voluntary annexation of property it owns north of West "R" Street along West 7th Street in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska. The full legal description is included in the attached Notice of Public Hearing for a Proposed Annexation and the Notice of Public Hearing is incorporated into this report by reference. MEDC recently purchased the property at issue as part of its ongoing effort to develop additional residential properties in the Clary Subdivision. Residential development is a pressing community need. According to the City of McCook's 2013-2023 Comprehensive Plan, the development of additional housing is a main priority of the City of McCook. Since 2013, inroads have been made with respect to developing the Clary Subdivision. The first phase of the North Pointe development is complete. Clary Village and Quillan Courts have been built. The next step is to develop the northern portion of Clary Subdivision.

In order to advance the development of Clary Subdivision, infrastructure must be built. It is imperative that streets, water, sewer, storm sewer and other amenities be planned and created. To assure adequate circulation for the above mentioned amenities, Clary Subdivision must connect to West 7th Street. The MEDC believes that in order to pay for these necessary construction projects, TIF may be a viable funding source. In order to qualify for TIF, the property subject to the stated redevelopment area must be located within McCook's corporate boundaries. Currently, the property at issue, west of West 7th Street, sits outside of McCook's corporate boundary. The MEDC would like to voluntarily annex their property in order to qualify for TIF consideration to assist with developing the remainder of Clary Subdivision.

Since the MEDC owns the property and is requesting a voluntary annexation, the majority of the State of Nebraska's requirements needed to annex a parcel of property is unnecessary, per Neb. Rev. Stat. 16-117(7). That said, the Council must hold a public hearing regarding the matter and must approve an ordinance authorizing the annexation.

The Planning Commission voted 8-0 to recommend approval of the annexation to the City Council at the June 13, 2022 Planning Commission meeting. A resolution was adopted by the Planning Commission to that effect.

APPROVALS:



Nathan A. Schneider, City Manager

June 14, 2022



Lea Ann Doak, City Clerk

June 14, 2022

**NOTICE OF PUBLIC HEARING
PROPOSED ANNEXATION**

NOTICE IS HEREBY GIVEN that on June 20, 2022 at 5:15 P.M. in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, the City of McCook City Council will hold a public hearing concerning the annexation of a tract of land located north of "R" Street along West 7th Street in the NE ¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, more particularly described as follows:

Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the 1/4 section line a distance of 565.65 feet to a point on the north line of "R" Street. Thence S85°38'36"E along the north right-of-way of "R" Street a distance of 1082.84 feet to a point, which is the Point of Beginning, thence N00°34'20"W a distance of 633.34 feet, thence S85°38'35"E a distance of 86.79 feet, thence Southerly along a curve having a radius of 2108 feet, a distance of 153.32 feet, thence S00°34'20"E a distance of 479.68 feet, thence N85°38'36"W a distance of 81.20 feet to the Point of Beginning. Said tract containing 1.18 acres more or less subject to any easement, right-of-ways and reservations of record.

All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding the annexation.

Individuals requiring physical or sensory accommodations including interpreter service, braille, large print, or recorded materials, please contact the City Clerk at 308-345-2022 no later than June 17, 2022.

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

Publish: June 10, 2022.

EXHIBIT #2

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June 3, 2022

Lea Ann Doak, City Clerk
City of McCook
P.O. Box 1059
McCook, NE 69001

RE: Voluntary Annexation Petition\Request

Dear Ms. Doak:

The McCook Economic Development Corporation (MEDC) hereby petitions the City of McCook, Nebraska to consider this request to voluntarily annex property into the City's corporate limits. I hereby affirm that the MEDC owns the property described below, for which we are requesting annexation of.

As the owner(s) of the referenced property in which the property is currently undeveloped. We would like the City Council to consider our request for annexation in order to pursue future development opportunities. The property in question, is a tract of land located north of "R" Street along West 7th Street in the NE ¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska.

Referring to the SW corner of the said NE ¼ of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the ¼ section line a distance of 565.65 feet to a point on the north line of "R" Street. Thence S85°38'36"E along the north right-of-way of "R" Street a distance of 1082.84 feet to a point, which is the Point of Beginning, thence N00°34'20"W a distance of 633.34 feet, thence S85°38'35"E a distance of 86.79 feet, hence Southerly along a curve having a radius of 2108 feet, a distance of 153.32 feet, thence S00°34'20"E a distance of 479.68 feet, thence N85°38'36"W a distance of 81.20 feet to the Point of Beginning. Said tract containing 1.18 acres more or less subject to any easement, right-of-ways and reservation of record.

Sincerely,

Charlie McPherson, Executive Director
McCook Economic Development Corporation

EXHIBIT #3

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McCook Planning Commission
June 13, 2022
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: Chair Vosburg; Vice Chair Hilker (arrived 5:24 P.M.); Commissioners Bradley, Davidson, Dueland, Lyons, McDowell, Stevens, Mockry.

Absent: Commissioner Friehe.

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 June 9, 2022, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

1. Approve the minutes of the May 9, 2022 regular Planning Commission meeting.

Motion to approve the minutes of the May 9, 2022 regular Planning Commission meeting. This motion, made by McDowell and seconded by Vosburg, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: YEA, Vosburg: YEA
YEA: 8, NAY: 0, ABSENT: 2

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding the voluntary annexation of a tract of land located north of "R" Street along West 7th Street in the NE ¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in 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 the voluntary annexation of a tract of land located north of "R" Street along West 7th Street in the NE ¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Lyons and seconded by Vosburg, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: YEA, Vosburg: YEA
YEA: 8, NAY: 0, ABSENT: 2

EXHIBIT #4

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The City Attorney received and filed Exhibit #1 - City Manager's Report prepared for the June 13, 2022 Planning Commission meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Voluntary Annexation Petition/Request from the McCook Economic Development Corporation (1 page); and Exhibit #4 - Proposed Resolution No. PC2022-01 into evidence and took comment from city staff before opening to the public for comment.

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

Charlie McPherson, McCook Economic Development Corporation Executive Director, was present to address questions from the Council.

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

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

YEA: 9, NAY: 0, ABSENT: 1

- 2.B. Approve Planning Commission Resolution No. PC2022-01, recommending approval of the annexation of a part of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska.

Motion to approve Planning Commission Resolution No. PC2022-01, recommending approval of the annexation of a part of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska. This motion, made by McDowell and seconded by Vosburg, passed.

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

YEA: 9, NAY: 0, ABSENT: 1

Commissioner Dueland urged the City to consider the annexation of the Nothnagel property to the north and the McCarty property to the east of this proposed annexation area.

3. Discuss the public meeting regarding annexation scheduled for June 27, 2022 with the McCook City Council and property owners.

Discussion was held regarding the public meeting regarding annexation scheduled for June 27.

4. Select new officers for the term of April 2022 through March 2023 - Chair, Vice-Chair, and Secretary - pursuant to Chapter 35, Section 35.001 of the City of McCook Code of Ordinances.

Motion to nominate and retain the current officers for another term; Kurt Vosburg, Chair; Tammie Hilker, Vice-Chair; and Chad Lyons, Secretary. This motion, made by McDowell and seconded by Dueland, passed.

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

YEA: 9, NAY: 0, ABSENT: 1

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:59 P.M.

Lea Ann Doak
City Clerk/Recording Secretary

MCCOOK PLANNING COMMISSION

RESOLUTION NO. PC2022-01

A RESOLUTION OF THE MCCOOK PLANNING COMMISSION RECOMMENDING APPROVAL OF THE VOLUNTARY ANNEXATION OF A TRACT OF LAND LOCATED NORTH OF "R" STREET ALONG WEST 7TH STREET IN THE NE ¼ OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 29 WEST OF THE 6TH P.M. IN RED WILLOW COUNTY, NEBRASKA.

WHEREAS, at their meeting on February 11, 2019, the Planning Commission held a public hearing concerning the annexation of a tract of land located north of "R" Street along West 7th Street in the NE ¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, legally described in **Exhibit "A"**.

WHEREAS, this commission has reviewed the proposed annexation.

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

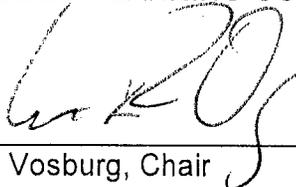
Section 1. The Commission hereby recommends approval of the annexation of a tract of land located north of "R" Street along West 7th Street in the NE ¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska.

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

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

PASSED AND APPROVED by the McCook Planning Commission this 13th day of June, 2022.

MCCOOK PLANNING COMMISSION

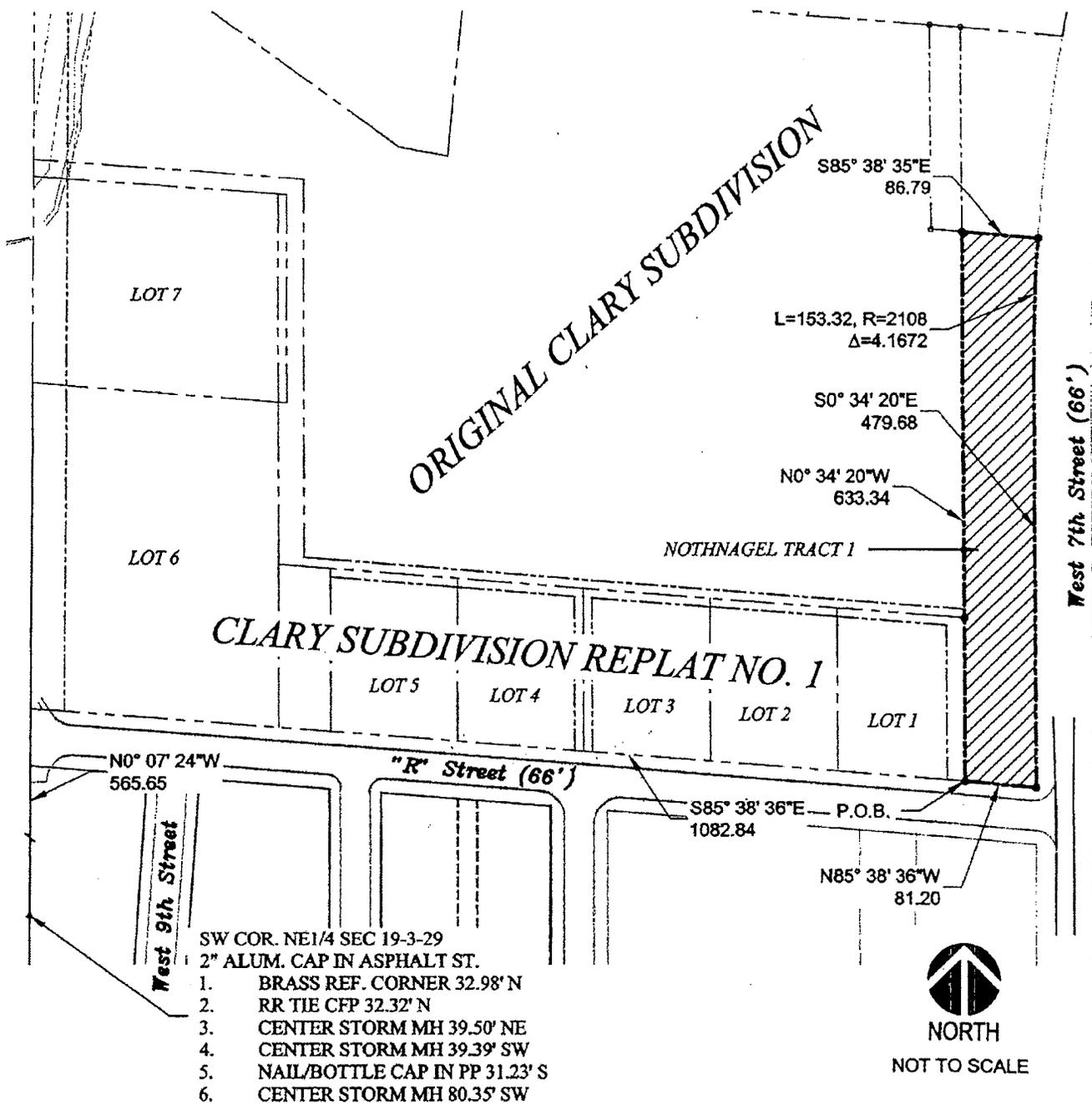

Kurt Vosburg, Chair

ATTEST:


Chad Lyons, Secretary

EXHIBIT #5

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

LEGAL DESCRIPTION

A tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, more particularly described as follows:

Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the 1/4 section line a distance of 565.65 feet to a point on the north line of "R" Street. Thence S85°38'36"E along the north right-of-way of "R" Street a distance of 1082.84 feet to a point, which is the Point of Beginning, thence N00°34'20"W a distance of 633.34 feet, thence S85°38'35"E a distance of 86.79 feet, thence Southerly along a curve having a radius of 2108 feet, a distance of 153.32 feet, thence S00°34'20"E a distance of 479.68 feet, thence N85°38'36"W a distance of 81.20 feet to the Point of Beginning.

Said tract containing 1.18 acres more or less subject to any easement, right-of-ways and reservations of record.

EXHIBIT "A"

ORDINANCE NO. 2022-3041

AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF MCCOOK, COUNTY OF RED WILLOW, STATE OF NEBRASKA, BY ANNEXING THERETO A CERTAIN TRACT OF LAND CONTIGUOUS TO AND NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE CITY OF MCCOOK, NEBRASKA; REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. The following described real property is contiguous and adjacent to the City of McCook, Nebraska, is urban or suburban in nature, and has been proposed for annexation by the act, authority and acquiescence of the owners thereof:

A tract of land located in the NE ¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, more particularly described as follows:

Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the 1/4 section line a distance of 565.65 feet to a point on the north line of "R" Street. Thence S85°38'36"E along the north right-of-way of "R" Street a distance of 1082.84 feet to a point, which is the Point of Beginning, thence N00°34'20"W a distance of 633.34 feet, thence S85°38'35"E a distance of 86.79 feet, thence Southerly along a curve having a radius of 2108 feet, a distance of 153.32 feet, thence S00°34'20"E a distance of 479.68 feet, thence N85°38'36"W a distance of 81.20 feet to the Point of Beginning. Said tract containing 1.18 acres more or less subject to any easement, right-of-ways and reservations of record.

SECTION 2. The corporate limits of the City of McCook, Nebraska, are hereby extended and increased so as to include and embrace within the corporate limits of the City of McCook, Nebraska, the territory described in SECTION 1 hereof, and such territory is hereby annexed and declared to be a part of the City of McCook, Nebraska.

SECTION 3. The real property hereby included within the corporate limits of the City of McCook and the persons residing thereon shall hereinafter be subject to all of the rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included with the City of McCook, Nebraska.

SECTION 4. The map or plat attached to this Ordinance is an accurate map of the territory annexed, and the same is hereby adopted as the official map and plat of the territory hereby annexed, which map and plat show the legal boundaries thereof.

SECTION 5. This Ordinance, with the certified copy of the official map attached hereto, shall be recorded in the office of the Clerk and Recorder of Red Willow County, Nebraska.

EXHIBIT #6

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SECTION 6. If any provision of this Ordinance shall be held invalid, its invalidity shall not affect any other provisions of this Ordinance that can be in effect without the invalid provision, and for this purpose the provisions of this Ordinance are hereby declared to be separable.

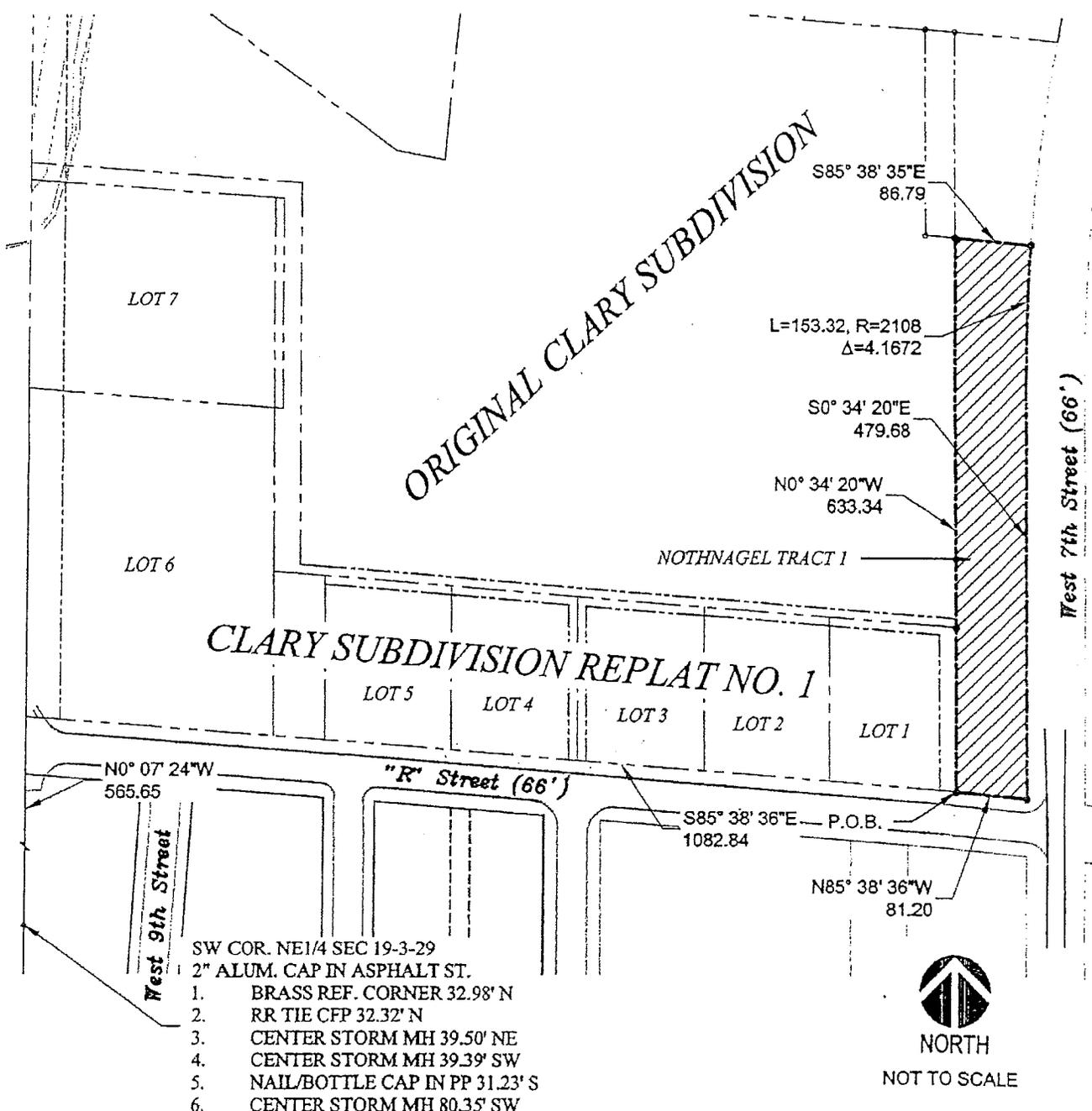
SECTION 7. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED this ____ day of _____, 2022.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk



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

A tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, more particularly described as follows:

Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the 1/4 section line a distance of 565.65 feet to a point on the north line of "R" Street. Thence S85°38'36"E along the north right-of-way of "R" Street a distance of 1082.84 feet to a point, which is the Point of Beginning, thence N00°34'20"W a distance of 633.34 feet, thence S85°38'35"E a distance of 86.79 feet, thence Southerly along a curve having a radius of 2108 feet, a distance of 153.32 feet, thence S00°34'20"E a distance of 479.68 feet, thence N85°38'36"W a distance of 81.20 feet to the Point of Beginning.

Said tract containing 1.18 acres more or less subject to any easement, right-of-ways and reservations of record.

**CITY MANAGER'S REPORT
JUNE 20, 2022 CITY COUNCIL MEETING**

ITEM: **3.A.**

Approve the minutes of the June 6, 2022 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 14, 2022

McCook City Council
June 6, 2022
5:30 P.M. Central

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

Present: Mayor Gonzales, Councilmembers Calvin, Weedin, Muehlenkamp, Rambali.

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Library Director Crocker, Fire Chief Harpham, Public Works Director Potthoff, 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 June 2, 2022, 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. Announcements & Recognitions.

City Manager Schneider stated that a Planning Commission meeting is scheduled for June 13, 2022 at 5:15 P.M.

2. Public Hearings.

2.A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held May 23, 2022.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on a report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held May 23, 2022 with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Weedin, passed.

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

The City Attorney offered and received Exhibit #1 - the City Manager's Report dated June 6, 2022 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Agenda for the May 23, 2022 meeting of the Economic Development Plan Citizen's Advisory Review Committee and attachments (10 pages); and Exhibit #4 - the minutes of the January 24, 2022 Economic Development Plan Citizen's Advisory Review Committee (3 pages) into evidence and took comment from city staff before opening to the public for comment.

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

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

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

2.B. Receive and file the minutes of the January 24, 2022 Economic Development Plan Citizen's Advisory Review Committee meeting.

Motion to receive and file the minutes of the January 24, 2022 Economic Development Plan Citizen's Advisory Review Committee meeting. This motion, made by Calvin and seconded by Gonzales, passed.

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

3. Consent Agenda.

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

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

3.A. Approve the minutes of the May 16, 2022 regular City Council meeting.

3.B. Declare the listed abandoned and unclaimed vehicles and property as surplus city property to be disposed of in the appropriate legal manner.

3.C. Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for a Fair Concert to be held in the Red Willow County Outdoor Arena & Grandstands, 1412 West 5th Street, on July 22, 2022 from 9:00 A.M. to 1:00 A.M., with an alternate location of the Alice Kiplinger Building, 1412 West 5th Street.

3.D. Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for Farrell's Sip 'n Shop event to be held at Farrell's Hallmark Shop, 116 West "B" Street, on July 8, 2022 from 1:00 P.M. to 8:00 P.M.

- 3.E. Approve the application for a Special Designated Liquor License submitted by HoJo's Hideaway, Liquor License #CK-069997, for a wedding reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on July 9, 2022 from 5:00 P.M. to 12:00 A.M.
- 3.F. Receive and file the minutes of the March 9, 2022 Library Advisory Board meeting.
- 3.G. Authorize Great Plains Communications to occupy city right-of-way for the installation of underground fiber optic cable and 8 flush to the ground vaults beginning approximately 192' west of the intersection of East 4th Street and East "D" street; then moving east along East "D" Street to the alley between East 6th Street and East 7th Street; then moving south down alley to East "C" Street; then moving east along East "C" Street to East 11th Street; then moving north on East 11th Street to an existing vault and south on East 11th Street to the alley between East "B" Street and East "C" Street; then turning east down the alley to East 13th Street to an existing vault and authorize the Mayor to sign the Application to Occupy Right-of-Way.
- 3.H. Approve and authorize the Mayor to sign the FY2022-2023 contract with West Central Nebraska Area Agency on Aging (WCNAAA) for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring and evaluation of the McCook Heritage Senior Center.

4. Regular Agenda.

- 4.A. Ratify the emergency purchase of one used Ford F-550 Commercial 4 X 4 Brush Truck for the Fire Department from Brindlee Mountain Fire Apparatus, LLC at a cost of \$57,750 due to the ongoing supply chain issues.

Motion to ratify the emergency purchase of one used Ford F-550 Commercial 4 X 4 Brush Truck for the Fire Department from Brindlee Mountain Fire Apparatus, LLC at a cost of \$57,750 due to the ongoing supply chain issues. This motion, made by Calvin and seconded by Muehlenkamp, passed. Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

- 4.B. Receive and file a report regarding the McCook Swimming Pool Committee's swimming pool recommendation.

Grant Norgaard, Pool Committee Chair, presented the recommendation from the Pool Committee. Their selection (Concept 3+) was presented to the Council. Kyle McCawley was present via zoom to answer questions from the Council and public.

Pool Committee members, Natalie Smith, Jan Smith, and Jody Crocker were also present to address any questions from the Council.

- 4.C. Select a date to hold a joint meeting of the McCook City Council and McCook Planning Commission to discuss annexation with property owners south of McCook Industrial Park,

along Ravenswood Road, and property owners adjacent to West 3rd Street, north of West 2nd Street.

It was the consensus of the Council to set June 27, 2022 at 5:30 P.M. in the McCook Municipal Center upstairs training room for a joint meeting of the City Council and Planning Commission to discuss annexation with property owners in the areas proposed to be annexed.

4.D. Deny the request from Scott Snyder to purchase property owned by the City of McCook, described as Block 2 of the Hundt Subdivision.

Motion to deny the request from Scott Snyder to purchase property owned by the City of McCook, described as Block 2 of the Hundt Subdivision. This motion, made by Calvin and seconded by Weedin, passed.

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

4.E. Discuss and approve the 2022-2023 budget schedule.

Motion to approve the 2022-2023 budget schedule. This motion, made by Calvin and seconded by Weedin, passed.

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

4.F. Receive and file an update from the City Attorney, Nathaniel J. Mustion, regarding ongoing discussions with local municipalities with respect to the establishment of a regional land bank.

City Attorney Mustion gave an update regarding the establishment of a regional land bank, noting that he had not received a commitment from North Platte and that Cambridge, Oxford and Beaver City have committed.

It was the consensus of the Council to move forward with the process of development of the land bank.

4.G. Council Comments.

There were no council comments.

4.H. 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 6:59 P.M. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: 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.

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

Motion to come out of executive session at 7:51 P.M. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

4.I. 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 litigation as evidenced by communication of notice of appeal from SBA Towers IV, LLC of the special exception granted to Parallel Infrastructure for a telecommunications tower.

I move to go into executive session for the protection of public interest for a strategy session with respect to litigation as evidenced by communication of notice of appeal from SBA Towers IV, LLC of the special exception granted to Parallel Infrastructure for a telecommunications tower at 7:51 p.m. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: 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 protection of public interest for a strategy session with respect to litigation as evidenced by communication of notice of appeal from SBA Towers IV, LLC of the special exception granted to Parallel Infrastructure for a telecommunications tower. The Council will reconvene in public session following this closed session.

City Attorney Schneider, City Attorney Mustion, and City Clerk Doak were included in the closed session.

Motion to come out of executive session at 7:54 p.m. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting

adjourned at 7:54 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
JUNE 20, 2022 CITY COUNCIL MEETING**

ITEM: 3.B.

RECOMMENDATION:

Receive and file the minutes of the June 13, 2022 Planning Commission meeting.

BACKGROUND:

Receive minutes from the various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 14, 2022

McCook Planning Commission
June 13, 2022
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: Chair Vosburg; Vice Chair Hilker (arrived 5:24 P.M.); Commissioners Bradley, Davidson, Dueland, Lyons, McDowell, Stevens, Mockry.

Absent: Commissioner Friehe.

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 June 9, 2022, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

1. Approve the minutes of the May 9, 2022 regular Planning Commission meeting.

Motion to approve the minutes of the May 9, 2022 regular Planning Commission meeting. This motion, made by McDowell and seconded by Vosburg, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: YEA, Vosburg: YEA
YEA: 8, NAY: 0, ABSENT: 2

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding the voluntary annexation of a tract of land located north of "R" Street along West 7th Street in the NE ¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in 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 the voluntary annexation of a tract of land located north of "R" Street along West 7th Street in the NE ¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Lyons and seconded by Vosburg, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: YEA, Vosburg: YEA
YEA: 8, NAY: 0, ABSENT: 2

The City Attorney received and filed Exhibit #1 - City Manager's Report prepared for the June 13, 2022 Planning Commission meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Voluntary Annexation Petition/Request from the McCook Economic Development Corporation (1 page); and Exhibit #4 - Proposed Resolution No. PC2022-01 into evidence and took comment from city staff before opening to the public for comment.

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

Charlie McPherson, McCook Economic Development Corporation Executive Director, was present to address questions from the Council.

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

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

YEA: 9, NAY: 0, ABSENT: 1

- 2.B. Approve Planning Commission Resolution No. PC2022-01, recommending approval of the annexation of a part of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska.

Motion to approve Planning Commission Resolution No. PC2022-01, recommending approval of the annexation of a part of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska. This motion, made by McDowell and seconded by Vosburg, passed.

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

YEA: 9, NAY: 0, ABSENT: 1

Commissioner Dueland urged the City to consider the annexation of the Nothnagel property to the north and the McCarty property to the east of this proposed annexation area.

3. Discuss the public meeting regarding annexation scheduled for June 27, 2022 with the McCook City Council and property owners.

Discussion was held regarding the public meeting regarding annexation scheduled for June 27.

4. Select new officers for the term of April 2022 through March 2023 - Chair, Vice-Chair, and Secretary - pursuant to Chapter 35, Section 35.001 of the City of McCook Code of Ordinances.

Motion to nominate and retain the current officers for another term; Kurt Vosburg, Chair; Tammie Hilker, Vice-Chair; and Chad Lyons, Secretary. This motion, made by McDowell and seconded by Dueland, passed.

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

YEA: 9, NAY: 0, ABSENT: 1

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:59 P.M.

Lea Ann Doak
City Clerk/Recording Secretary

**CITY MANAGER'S REPORT
JUNE 20, 2022 CITY COUNCIL MEETING**

ITEM: **3.C.**

Receive and file the claims for the month of May 2022, published June 9, 2022.

BACKGROUND:

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

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 14, 2022

CITY OF MCCOOK
CLAIMS FOR MAY 2022

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

20/20 TECHS-SC 5540.00; ACE-S 1440.68; ACME-S 342.00; AKRS-S 1089.97, CO 32720.29; AMERICAN AG LAB-SC 1207.68; AMERICAN ELECTRIC-S 34.50; AMERITAS-DENTAL-SC 390.26; AMERITAS-CLAIMS-SC 3050.96; ANYTIME TRI-STATE TOWING-SC 633.00; APPLIED CONNECTIVE-SC 565.05; ARROW CAR WASH-S 53.33; BARCO MUNICIPAL PR-S 326.31; BETTER HOMES & GARDENS-S 36.28; BLACK HILLS ENERGY-SC 3161.87; BW TELECOM-SC; C&K-S 394.75; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 489.49; CASH WA-S 18384.97; CDW-G-SC 209.00 ; CENTRAL PLAINS LIBRARY SYS-S 57.21; CENTURY LINK-SC 1185.73; CITY OF MCCOOK-PS 392817.49; CITY SELF INS-BT 173258.00; UTILITIES-SC 6287.12; TRANSFER STATION-S 27.47; CONSOLIDATED MGMT-SC 156.32; CORNHUSKER INTL-SC 80.54; CRANE & MACHINERY SC 39400.00, CO 119360.00; CRAWFORD SUPPLY CO-S 422.07; J. CROCKER-SC 112.50; CROELL-CO 952.88; CULLIGAN-S 70.70; D & L PEST CONTROL-S 213.00; D & S HARDWARE-S 451.55; DAS STATE ACCTG-SC 448.00; DEMCO-S 703.72; DEVENY-S 1357.19; DIAMOND VOGEL-S 2302.88; L. DOAK-SC 340.47; J. DOUCET-SC 225.82; EAKES-S 541.08; EAST WEST BOOKS-S 64.97; ELM CREEK FIRE-CO 40529.32, SC 17220.68; FARRELL'S-S 18.87; FASTENAL-S 146.63; FICA-PS 19754.71; FRENCHMAN VALLEY COOP-S 40381.83; FRONTIER COMM-SC 34.19; FUSION CLOUD-SC 90.31; GALLS-S 1561.08; GARY'S SUPER FOODS-SC 57.99; GILLEN'S CARPET CLEANING-1933.25; M. GILLISPIE-SC 326.76; GOOGLE SVCS-SC 486.00; GOTCHA GLASS-S 860.00; GPM-CO 3062.00; GRAHAM TIRE-S 3859.52; GRAINGER, INC-S 821.69; GREAT PLAINS COMM-SC 2509.85; GUYNAN MACHINE & STEEL-S 328.15; HELLO DIRECT-SC 45.91; HENNING BROS-SC 59.00; HERITAGE SENIOR CENTER-SC 60.00; HERNDON RECOGNITION-SC 2118.61; HIGH PLAINS RADIO-SC 58.00; HOLIDAY INN-SC 192.00; HOMETOWN LEASING-SC 3106.65; IDEAL-S 68.67; ISLAND SPRINKLER-S 417.33; J BAR J LANDFILL-SC 41016.36; KOHL'S AUTO-S 52.40; K. KORGAN-S 72.00; LCL TRUCK-S 750.43; LIFE-ASSIST-S 420.50; LUMACURVE AIRFIELD SIGNS-SC 217.91; MACQUEEN EQ-S 500.00; MALLECK OIL-S 1089.55; MARC-S 293.88;

MBSM&S-SC 5743.00; MEDC-SC 28587.79; MC GAZETTE-SC 2051.11; MC HUMANE SOCIETY-S 3390.76; MCCOOK MECHANICAL-S 44.08; MPPD-SC 1985.27; MPS-SC 850.00; MC NET-SC 69.95; T.LUKE MCGINLEY-SC 30.00; MCKESSON MEDICAL-S 320.56; MEAD-S 1096.26; MEDICARE-PS 5479.22; MENARDS-S 999.46; MICROMARKETING-S 3368.81; MIDWEST CONNECT-S 478.00, SC 1771.94; MILCO-SC 1608.63; MOTOROLA SOLUTIONS-CO 5782.40; MUNICIPAL SUPPLY-S 14375.15; MUTUAL OF OMAHA-SC 1401.48; NE DEPT REV-SALES TAX-SC 8149.50; NE SAFETY & FIRE EQ-S 96.80; NEBRASKALAND TIRE-S 569.25; NEXT GEN-SC 113563.63; NICK'S DIST-S 2224.23, SC 199.58; NPPD-SC 28255.18; NUTRI-SYSTEMS-S 223.39; O'REILLY-S 61.32; ONE CALL-SC 99.36; PARDE ELEC-S 92.82; PAULSEN INC-S 1390.48; PIONEER WOMAN MAG-S 20.00; PLATTE VALLEY COMM-S 310.00; POAN-SC 130.00; PRIMETIME-S 1200.00; QUICK MED-SC 1522.26; QUILL-S 215.27; RASMUSSEN MECH-S 1374.50; RED WILLOW AVIATION & SPRAYING-S 319.51; RED WILLOW COUNTY HEALTH DEPT-SC 3015.00; RELIANCE BARCODE-S 310.43; RUGGLES-SC 70.00; RUTT'S HEATING & AC-S 862.89; SAYLER SCREENRINTING-S 92.50; SCOTTIES POTTIES-SC 90.00; SEHNERT'S-SC 2166.75; K. SIDES-SC 225.82; SMITH IRRIGATION-S 225.00; J SMITH-SC 89.66; SOUTHWEST FARM & AUTO-S 352.72; SWANSON SIGN-SC 3330.00; TASTE OF HOME-S 77.00; TELEFLEX-S 22.50; TELELANGUAGE-S 6.56; THE PIT CURE-S 893.56; TITAN MACHINERY-S 411.51, SC 161.12; TRI COUNTY GLASS-S 494.50; UMR-SC 169248.10; US DEPT OF AG-SC 1500.00; US FOODS-S 1541.28; UTILITY REFUNDS-255.40; VERIZON-SC 2533.51; VOLZ-S 1240.05; WAGNER FORD-S 434.23; WALMART-S 2538.02.

-s- Lea Ann Doak
City Clerk

Publish: June 9, 2022

CITY MANAGER'S REPORT
June 20, 2022 CITY COUNCIL MEETING

ITEM: 3.D.

RECOMMENDATION:

Approve an application from Great Plains Communications to occupy the City-right-of-way in the alley between East 4th St. & East 5th St, south to East I St. Installing 3 - 1¼" underground ducts w/ fiber optic cable, and 2 ground level vaults.

BACKGROUND:

Great Plains Communications (GPC) of Blair, NE is seeking permission to occupy City right-of-way in the alley between East 4th St. & East 5th St. to the south side of East I St.

The cable will originate 125' south of the intersection between East 4th St. & East 5th St. on East K St. The cable will run south 600' to the south side of East I St. From this point the cable will continue overhead on power poles.

The new duct & cable will run parallel to an existing sewer main that occupies the same alley. Great Plains Communications has a \$2500 performance fee on deposit with the City of McCook. All ground vaults are traffic rated and installed flush with existing ground.

FISCAL IMPACT: None

APPROVALS:



Pat Fawver Utilities Dir.

June 20, 2022



Kyle Potthoff, Public Works Dir.

June 20, 2022



Nate Schneider, City Manager

June 20, 2022



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1481

APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 6-2-2022
ADDRESS: 1009 West B PHONE: _____
FAX: 308-364-9060 START DATE: June 2022 FINISH DATE: August 2022

A CASH BOND IS REQUIRED FOR ALL RIGHT-OF-WAY ENCROACHMENTS

Type: (circle) Over-Cross Under-Cross <u>Occupy</u> Miscellaneous	With a: (circle) Water Line Sewer Line Gas Line Telephone Line <u>(Underground Aerial)</u>	Tree Trimming/Removal Grading Other Electric Line (Underground Aerial)
--	--	--

Location: Beginning 125' feet (East West North South) of Intersection Alley between East 4th & 5th
on East 4th and ending (East West North South) 185' feet of Intersection
East 5th + East 7th.

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. The Applicant may cancel the permit with written notification at any time prior to beginning work on right-of-way.

Performance Guarantee: (Make Payable to City of McCook)

Amount: \$ _____ Check No. _____ Or FID No. _____

This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

NOTE: Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed and all information such as sizes, distances, dimensions, sleeves, cuts and fills, erosion control measures, etc., when applicable. City of McCook Municipal Code §94.34.


Applicant's Signature

Recommended By _____

Date _____

Director of Public Works Approval _____

**CITY MANAGER'S REPORT
JUNE 20, 2022 CITY COUNCIL MEETING**

ITEM: 3.E.

RECOMMENDATION:

APPROVE THE REQUEST FROM KATIE ANDERSON TO CLOSE THE FOLLOWING STREETS FOR THE 1ST ANNUAL BIG WEST STREET FEST 3 ON 3 BASKETBALL TOURNAMENT:

SATURDAY JULY 16TH FROM 8:00 A.M. TO 9:00 P.M.

EAST "M" STREET FROM EAST 3RD STREET TO EAST 5TH STREET

BACKGROUND:

At the May 16th City Council meeting, Katie Anderson had requested that portions of East 1st Street and East "G" Street be closed for the 1st Annual Big West Street Fest 3 on 3 basketball tournament to be held on Saturday July 16, 2022.

Due to the anticipated start of the East 1st Street construction project in early July, Katie is requesting an alternative location along East "M" Street between East 3rd Street and East 5th Street. This tournament will take place on the original date of Saturday July 16th from 8:00 a.m. to 9:00 p.m.

The plan will include setting up a total of 6 basketball hoops along East "M" Street.

During the event tents would be set up in Kelley Park by participating teams and spectators. Music will be played through a speaker at a low volume throughout the event.

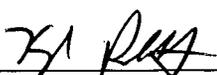
This event will have 4 divisions: 3rd/4th grades, 5th/6th grades, 7th/8th grades and High School/Open Class.

Katie has provided the City with a certificate of insurance for the event.

The Street Department will provide the cones for blocking off the streets and the Transfer Station will provide any additional trash cans that may be needed.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

June 14, 2022



Nate Schneider, City Manager

June 14, 2022

Kyle Potthoff

From: katie anderson <andersonskltc@gmail.com>
Sent: Wednesday, May 25, 2022 9:14 AM
To: Kyle Potthoff
Subject: 3 on 3 alternate location

Hey Kyle! I thought of another location if we need it, and if it works. Up by the college. Flat part of East M street in front of pool/college. Then into their flat part of the parking lot connected to the event center. Then maybe we'd be able to use that grass area, shelter, bathrooms and even the event center could be open.

Let me know if that would be ok.

Thank you!
Katie Anderson

ORIGINAL REQUEST

Kyle Potthoff

From: katie anderson <andersonskltc@gmail.com>
Sent: Monday, April 18, 2022 11:44 AM
To: Kyle Potthoff
Subject: 3 on 3 basketball tournament - July

Hi Kyle,
Here is some more information on the 3 on 3 tournament.

Big West Street Fest 3 On 3 Basketball Tournament
McCook, NE

East 1st Street
East G Street

July 16th - Saturday
8:00 am -

We are in discussions with the Optimist Club and will be using their Liability Insurance for the event.

6 Basketball Hoops set up in the streets. 4 on E 1st, 2 on E G.
Barricades between E 1st and H street to keep basketballs in, hoop will be set far enough away, and facing correct direction from H street allowing for space.
Tents would be set up inside of the park area by teams and spectators.
Extra trash cans would be helpful.
Music will be played through a speaker only and at low volume.

Boys and Girls divisions
Ages: 3/4 grade, 5/6 grade, 7/8 grade, HS/Open

Let me know if you have any other questions, or if I'm missing anything you may need.

Thank you,
Katie Anderson
Tournament Director
402.570.7910

**CITY MANAGER'S REPORT
JUNE 20, 2022 CITY COUNCIL MEETING**

ITEM: 3.F.

Receive and file the Financial Report for the period ending May 31, 2022.

BACKGROUND:

The Treasurer's Report (Attachment A) gives the beginning cash balances as of October 1, 2021, plus Total (YTD) Receipts, minus Total (YTD) Disbursements, giving the ending cash balance on May 31, 2022.

Per the Banking Services Agreement with McCook National Bank, all funds are deposited into the Public Funds Account at a higher rate of interest. The bank then sweeps in increments of \$100,000 to the Primary Operating Account to cover disbursements as they clear the bank. The Payroll Account is also a sweep account and maintains a \$1,000 balance. An adjustment was made in payroll in April which will be corrected in the Payroll Account in May, making the ending balance on May 31th \$953.54.

All of the bank accounts are interest bearing, except the Payroll Account and the Purchase Account. The Purchase Account is our VISA credit card.

Attachment B gives the ending cash balances by fund as of May 31, 2022.

Attachment C is a Financial Summary of Revenue and Expense by Fund for the quarter ending May 31, 2022.

Staff is always available to address any questions that the Council may have. The Department Heads receive monthly financial reports and it is their responsibility to monitor their individual budgets. It is the bottom-line per department that is monitored. If they go over on a line item, that must adjust for it in another line item.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk-Treasurer

June 14, 2022



Nathan A. Schneider, City Manager

June 14, 2022

ATTACHMENT

A

City of McCook, Nebraska
 TREASURER'S REPORT
 Period Ending May 31, 2022 (unaudited)

Beginning Cash on Hand, October 1, 2021			
McCook National Bank - Public Funds	\$	17,042,616.65	
McCook National Bank - Primary Operating	\$	(279,443.92)	
McCook National Bank - LB840 Funds	\$	879,312.54	
McCook National Bank - Payroll	\$	1,000.00	
McCook National Bank - CRA	\$	57.93	
Purchases Account	\$	9,630.65	
Petty Cash	\$	1,000.00	
NDEQ Irrevocable Escrow	\$	83,564.97	
McCook National Bank - Pension	\$	5,212.19	
TOTAL BEGINNING CASH			\$ 17,742,951.01
Receipts:			
Taxes	\$	3,790,385.83	
Fees, Permits and Licenses	\$	306,978.74	
Intergovernmental Services	\$	1,388,904.82	
Charges - Current Services	\$	1,258,029.15	
Public Utilities	\$	2,460,729.58	
Use of Money & Property	\$	1,283,271.70	
Interfund Transfers	\$	3,224,714.44	
Other Revenue	\$	803,225.60	
Unapplied/Accounts Payable	\$	(1,588.20)	
PLUS TOTAL RECEIPTS			\$ 14,514,651.66
Disbursements:			
Personal Services	\$	4,545,954.52	
Supplies	\$	901,206.20	
Services & Charges	\$	4,681,631.29	
Budget Transfers	\$	2,377,816.44	
Capital Outlay	\$	1,882,090.12	
Unapplied/Accounts Payable	\$	(603,783.83)	
MINUS TOTAL DISBURSEMENTS			\$ 13,784,914.74
Ending Cash Balance May 31, 2022			
McCook National Bank - Public Funds	\$	17,368,890.49	
McCook National Bank - Primary Operating	\$	5,640.48	
McCook National Bank - LB840 Funds	\$	992,781.06	
McCook National Bank - Payroll	\$	1,000.00	
McCook National Bank - CRA	\$	57.93	
Petty Cash	\$	1,150.00	
Purchase Account	\$	10,000.00	
NDEQ Irrevocable Escrow	\$	84,534.84	
McCook National Bank - Pension	\$	8,633.13	
TOTAL ENDING CASH	\$	18,472,687.93	\$ 18,472,687.93

Dated: May 31, 2022

-s- Lea Ann Doak, City Clerk

ATTACHMENT B

City of McCook, Nebraska
 TREASURER'S REPORT
 CASH BALANCE BY FUNDS
 Period Ending May 31, 2022 (unaudited)

Beginning Cash on Hand, October 1, 2021	Beginning Cash	YTD Revenue	YTD Expenditures	Ending Cash
General Fund - 10	\$ 3,166,009.66	\$ 5,329,470.97	\$ 5,317,368.75	\$ 3,178,111.88
General Fund Unapplied/Accts. Payable	\$ 6,930.00	\$ (1,629.00)	\$ 286.17	\$ 5,014.83
Street Fund - 15	\$ 562,460.09	\$ 148,257.02	\$ 2,000.00	\$ 708,717.11
Special Revenue - 20	\$ 2,225,074.50	\$ 282,823.14	\$ 1,081,401.96	\$ 1,426,495.68
Special Revenue Unapplied/Accts. Payable	\$ -		\$ -	\$ -
Debt Service - 30	\$ 395,909.07	\$ 667.00	\$ 122.84	\$ 396,453.23
Community Redevelopment Authority - 40	\$ 72,402.36	\$ 198,900.76	\$ 144,255.44	\$ 127,047.68
Economic Development Fund - 45	\$ 879,312.54	\$ 374,328.72	\$ 260,860.20	\$ 992,781.06
Pension Trust - 50	\$ 5,212.19	\$ 16,003.05	\$ 12,582.11	\$ 8,633.13
Trust & Agency - 60	\$ 331,559.78	\$ 119,184.61	\$ 95,060.17	\$ 355,684.22
Internal Service Fund - 65	\$ 361,345.20	\$ 1,778,001.42	\$ 1,419,627.72	\$ 719,718.90
Enterprise Fund - 70	\$ 8,899,188.10	\$ 5,840,259.53	\$ 5,903,038.27	\$ 8,836,409.36
Enterprise Fund Unapplied/Accts. Payable	\$ -	\$ 40.80	\$ (604,070.00)	\$ 604,110.80
Capital Improvement - 80	\$ 837,547.52	\$ 428,343.64	\$ 152,381.11	\$ 1,113,510.05
BALANCES	\$ 17,742,951.01	\$ 14,514,651.66	\$ 13,784,914.74	\$ 18,472,687.93

Dated: May 31, 2022

-s- Lea Ann Doak, City Clerk

ATTACHMENT C

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: MAY 31ST, 2022

10 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
GENERAL REVENUE	9,439,695	9,439,695	1,034,762.26	5,152,290.87	5,193,140.43	4,287,404.13	45.42
RESERVES/CO TREASURER BAL	<u>1,756,659</u>	<u>1,756,659</u>	<u>75,862.10</u>	<u>177,180.10</u>	<u>182,424.10</u>	<u>1,579,478.90</u>	<u>89.91</u>
TOTAL REVENUES	11,196,354	11,196,354	1,110,624.36	5,329,470.97	5,375,564.53	5,866,883.03	52.40
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ADMINISTRATION	762,814	762,814	46,992.94	383,324.88	364,145.17	379,489.12	49.75
PUBLICITY	8,750	8,750	199.74	2,780.77	2,325.98	5,969.23	68.22
AUDITORIUM	50,056	50,056	2,591.53	25,445.80	27,472.13	24,610.20	49.17
COUNCIL	562,228	562,228	17,538.04	157,211.41	266,714.83	405,016.59	72.04
POLICE	2,188,434	2,188,434	133,624.28	1,147,939.90	1,097,015.12	1,040,494.10	47.55
MUNICIPAL CENTER	117,179	117,179	8,505.77	71,828.05	66,483.14	45,350.95	38.70
FIRE	1,609,965	1,609,965	80,788.15	918,528.88	953,880.18	691,436.12	42.95
AMBULANCE	174,880	174,880	4,875.23	103,316.10	108,569.83	71,563.90	40.92
CIVIL DEFENSE	10,075	10,075	31.58	565.64	4,546.37	9,509.36	94.39
BUILDING & ZONING	99,604	99,604	6,640.91	61,432.53	52,724.22	38,171.47	38.32
LIBRARY	361,567	361,567	26,882.97	211,544.97	212,998.99	150,022.03	41.49
STREET	1,050,567	1,050,567	59,763.69	650,357.04	625,455.46	400,209.96	38.09
CEMETERY	236,078	236,078	29,237.61	145,589.64	119,459.07	90,488.36	38.33
PARKS	281,264	281,264	30,039.38	160,864.31	110,237.76	120,399.69	42.81
BALL PARKS	156,669	156,669	7,827.66	89,642.02	68,542.21	67,026.98	42.78
POOL	99,232	99,232	768.51	3,825.56	5,811.58	95,406.44	96.14
AIRPORT	173,619	173,619	13,777.66	92,066.52	100,328.62	81,552.48	46.97
UNEMPLOYMENT	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
UNCOLLECTABLE TAX	15,000	15,000	5,004.72	9,504.61	8,491.09	5,495.39	36.64
SENIOR CENTER	447,304	447,304	39,625.10	283,861.82	242,345.53	163,442.18	36.54
PUBLIC TRANSPORTATION	177,330	177,330	17,167.14	118,943.62	106,908.00	58,386.38	32.93
HEALTH OPERATING	787,075	787,075	65,589.50	524,716.00	470,664.00	262,359.00	33.33
RESERVES/CO TREASURER BAL	<u>656,659</u>	<u>656,659</u>	<u>58,045.68</u>	<u>154,078.68</u>	<u>18,205.00</u>	<u>502,580.32</u>	<u>76.54</u>
TOTAL EXPENDITURES	10,036,349	10,036,349	655,517.79	5,317,368.75	5,033,324.28	4,718,980.25	47.02
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	1,160,005	1,160,005	455,106.57	12,102.22	342,240.25	1,147,902.78	98.96

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: MAY 31ST, 2022

15 -STREET FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
STREET IMPROVEMENTS	<u>522,367</u>	<u>522,367</u>	<u>428.00</u>	<u>148,257.02</u>	<u>160,914.14</u>	<u>374,109.98</u>	<u>71.62</u>
TOTAL REVENUES	<u>522,367</u>	<u>522,367</u>	<u>428.00</u>	<u>148,257.02</u>	<u>160,914.14</u>	<u>374,109.98</u>	<u>71.62</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
STREET IMPROVEMENTS	<u>522,367</u>	<u>522,367</u>	<u>2,000.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>520,367.00</u>	<u>99.62</u>
TOTAL EXPENDITURES	<u>522,367</u>	<u>522,367</u>	<u>2,000.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>520,367.00</u>	<u>99.62</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(1,572.00)	146,257.02	160,914.14	(146,257.02)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: MAY 31ST, 2022

20 -SPECIAL REVENUE
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
FAA GRANTS	7,262	7,262	0.00	109,343.00	86,666.84 (	102,081.00)	1,405.69-
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	18,709.70	0.00	47,290.30	71.65
ACE REVENUE SHARING	30,961	30,961	17.00	9,124.00	19,721.00	21,837.00	70.53
MCCOOK RECREATIONAL TRAIL	53,979	53,979	32.00	91.00	60.00	53,888.00	99.83
CCCCFF GRANT-SWIMMING POOL	25,000	25,000	0.00	0.00	6,250.00	25,000.00	100.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	718,337	718,337	369.00	41,554.32	729,345.12	676,782.68	94.22
ENHANCED E911	166,497	166,497	4,183.02	22,668.69	18,924.64	143,828.31	86.38
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	0.00	0.00	0.00
INSURANCE REIMBURSEMENT	426,233	426,233	291.00	11,862.25	7,276.40	414,370.75	97.22
PSAP FUNDS	117,992	117,992	3,882.76	36,697.18	37,504.48	81,294.82	68.90
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AUD/CONVEN CTR FEASIBILI	0	0	0.00	0.00	0.00	0.00	0.00
AME RESCUE PLAN ACT-ARPA	1,338,028	1,338,028	182.00	32,773.00	0.00	1,305,255.00	97.55
TOTAL REVENUES	2,989,716	2,989,716	8,956.78	282,823.14	905,748.48	2,706,892.86	90.54
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	7,262	7,262	0.00	159,115.36	66.00 (	151,853.36)	2,091.07-
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	18,709.70	0.00	47,290.30	71.65
ACE REVENUE SHARING	30,961	30,961	0.00	17,096.00	26,117.80	13,865.00	44.78
MCCOOK RECREATIONAL TRAIL	53,979	53,979	0.00	0.00	0.00	53,979.00	100.00
CCCCFF GRANT-SWIMMING POOL	25,000	25,000	0.00	7,031.80	0.00	17,968.20	71.87
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	718,337	718,337	164,570.82	316,667.32	4,532.34	401,669.68	55.92
ENHANCED E911	166,497	166,497	731.60	121,825.28	77,874.03	44,671.72	26.83
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	0.00	0.00	0.00
INSURANCE REIMBURSEMENT	426,233	426,233	0.00	100.00	6,793.40	426,133.00	99.98
PSAP FUNDS	117,992	117,992	1,236.32	24,438.29	30,651.37	93,553.71	79.29
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AUD/CONVEN CTR FEASIBILI	0	0	0.00	0.00	0.00	0.00	0.00
AME RESCUE PLAN ACT-ARPA	1,338,028	1,338,028	15,782.40	416,418.21	0.00	921,609.79	68.88
TOTAL EXPENDITURES	2,989,716	2,989,716	182,321.14	1,081,401.96	146,034.94	1,908,314.04	63.83
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(173,364.36)	(798,578.82)	759,713.54	798,578.82	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: MAY 31ST, 2022

30 -DEBT SERVICE
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
AIRBASE JUDGEMENT	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	395,856	395,856	239.00	667.00	36,582.82	395,189.00	99.83
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	395,856	395,856	239.00	667.00	36,582.82	395,189.00	99.83
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
AIRBASE JUDGEMENT	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	395,856	395,856	0.00	122.84	0.00	395,733.16	99.97
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	395,856	395,856	0.00	122.84	0.00	395,733.16	99.97
REVENUES OVER/(UNDER) EXPENDITURES	0	0	239.00	544.16	36,582.82	(544.16)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: MAY 31ST, 2022

40 -COMMUNITY DEVELOPMENT
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
KEYSTONE BUS CENTER PROJ	31,000	31,000	26,994.39	28,587.79	28,486.89	2,412.21	7.78
CITY INVESTMENTS	72,489	72,489	43.00	121.00	5,972.00	72,368.00	99.83
NORTH POINTE	30,000	30,000	9,251.65	12,735.45	17,998.55	17,264.55	57.55
CLARY VILLAGE LLC	9,500	9,500	4,079.78	4,561.42	4,534.21	4,938.58	51.99
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	24,698.44	27,614.18	27,449.49	32,385.82	53.98
QUILLAN COURTS	15,000	15,000	3,860.69	6,420.15	14,303.08	8,579.85	57.20
MCCOOK LODGING/HOLIDAY I	134,000	134,000	0.00	5,297.14	5,034.14	128,702.86	96.05
NEXT GENERATION	200,000	200,000	101,572.63	113,563.63	108,850.83	86,436.37	43.22
N-STANT CONVENIENCE	20,000	20,000	0.00	0.00	0.00	20,000.00	100.00
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
TOTAL REVENUES	771,989	771,989	170,500.58	198,900.76	212,629.19	573,088.24	74.24
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
KEYSTONE BUS CENTER PROJ	31,000	31,000	28,587.79	28,587.79	0.00	2,412.21	7.78
CITY INVESTMENTS	72,489	72,489	0.00	0.00	0.00	72,489.00	100.00
NORTH POINTE	30,000	30,000	0.00	0.00	0.00	30,000.00	100.00
CLARY VILLAGE LLC	9,500	9,500	0.00	0.00	0.00	9,500.00	100.00
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	0.00	0.00	60,000.00	100.00
QUILLAN COURTS	15,000	15,000	0.00	2,104.02	10,850.94	12,895.98	85.97
MCCOOK LODGING/HOLIDAY I	134,000	134,000	0.00	0.00	0.00	134,000.00	100.00
NEXT GENERATION	200,000	200,000	113,563.63	113,563.63	0.00	86,436.37	43.22
N-STANT CONVENIENCE	20,000	20,000	0.00	0.00	0.00	20,000.00	100.00
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
TOTAL EXPENDITURES	771,989	771,989	142,151.42	144,255.44	10,850.94	627,733.56	81.31
REVENUES OVER/(UNDER) EXPENDITURES	0	0	28,349.16	54,645.32	201,778.25 (	54,645.32)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: MAY 31ST, 2022

45 -ECONOMIC DEVELOPMENT FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
ECONOMIC DEVELOPMENT FUN	1,268,739	1,268,739	44,884.34	374,328.72	380,120.07	894,410.28	70.50
KEYSTONE BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
KEYSTONE BOND REDEMPTION	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,268,739	1,268,739	44,884.34	374,328.72	380,120.07	894,410.28	70.50
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ECONOMIC DEVELOPMENT FUN	1,268,739	1,268,739	16,560.80	260,860.20	290,934.65	1,007,878.80	79.44
KEYSTONE BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
KEYSTONE BOND REDEMPTION	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,268,739	1,268,739	16,560.80	260,860.20	290,934.65	1,007,878.80	79.44
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	28,323.54	113,468.52	89,185.42	(113,468.52)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: MAY 31ST, 2022

50 -PENSION TRUST
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
POLICE OFFICER DISABILIT	21,213	21,213	0.45	16,003.05	15,004.69	5,209.95	24.56
TOTAL REVENUES	21,213	21,213	0.45	16,003.05	15,004.69	5,209.95	24.56
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
POLICE OFFICER DISABILIT	21,213	21,213	1,572.83	12,582.11	12,582.64	8,630.89	40.69
TOTAL EXPENDITURES	21,213	21,213	1,572.83	12,582.11	12,582.64	8,630.89	40.69
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(1,572.38)	3,420.94	2,422.05	(3,420.94)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: MAY 31ST, 2022

60 -AGENCY FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
PERPETUAL CARE	157,271	157,271	546.00	5,666.00	3,467.00	151,605.00	96.40
SENIOR CENTER CONTRIBUTIO	65,064	65,064	853.00	7,503.25	10,173.25	57,560.75	88.47
SCHOOL	8,050	8,050	0.00	6,725.00	6,340.00	1,325.00	16.46
FIRE CONTRIBUTIONS	5,228	5,228 (	19,200.00)(	3,131.05)	485.20	8,359.05	159.89
LIBRARY MEMORIAL	38,714	38,714	95.00	21,890.00	8,135.00	16,824.00	43.46
COMMUNITY BETTERMENT	141,634	141,634	7,747.68	65,871.37	65,566.28	75,762.63	53.49
DARE CONTRIBUTIONS	3,152	3,152	0.00	434.66	400.00	2,717.34	86.21
PUBLIC WORKS CONTRIBUTION	6,365	6,365	0.00	0.00	0.00	6,365.00	100.00
AMBULANCE CONTRIBUTIONS	9,246	9,246	11,450.00	11,700.00	2,410.00 (	2,454.00)	26.54-
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	2,771	2,771	0.00	2,525.38	1,317.89	245.62	8.86
TOTAL REVENUES	441,811	441,811	1,491.68	119,184.61	98,294.62	322,626.39	73.02
<hr/>							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
PERPETUAL CARE	157,271	157,271	0.00	0.00	0.00	157,271.00	100.00
SENIOR CENTER CONTRIBUTIO	65,064	65,064	223.39	1,571.96	12,555.88	63,492.04	97.58
SCHOOL	8,050	8,050	850.00	6,725.00	6,290.00	1,325.00	16.46
FIRE CONTRIBUTIONS	5,228	5,228	0.00	1,497.61	0.00	3,730.39	71.35
LIBRARY MEMORIAL	38,714	38,714	1,360.25	11,895.48	17,512.14	26,818.52	69.27
COMMUNITY BETTERMENT	141,634	141,634	5,833.00	68,176.00	49,890.00	73,458.00	51.86
DARE CONTRIBUTIONS	3,152	3,152	0.00	1,194.12	1,061.04	1,957.88	62.12
PUBLIC WORKS CONTRIBUTION	6,365	6,365	0.00	0.00	0.00	6,365.00	100.00
AMBULANCE CONTRIBUTIONS	9,246	9,246	0.00	4,000.00	0.00	5,246.00	56.74
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	2,771	2,771	0.00	0.00	1,481.88	2,771.00	100.00
TOTAL EXPENDITURES	441,811	441,811	8,266.64	95,060.17	88,790.94	346,750.83	78.48
<hr/>							
REVENUES OVER/(UNDER) EXPENDITURES	0	0 (	6,774.96)	24,124.44	9,503.68 (	24,124.44)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: MAY 31ST, 2022

65 -INTERNAL SERVICE FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
FLEX DEPENDENT CARE	11,994	11,994	384.00	2,804.34	2,423.15	9,189.66	76.62
FLEX - MEDICAL	65,297	65,297	2,889.92	24,090.20	22,295.75	41,206.80	63.11
SELF INSURED HEALTH INSUR	<u>2,588,281</u>	<u>2,588,281</u>	<u>386,847.34</u>	<u>1,751,106.88</u>	<u>1,399,034.57</u>	<u>837,174.12</u>	<u>32.34</u>
TOTAL REVENUES	<u>2,665,572</u>	<u>2,665,572</u>	<u>390,121.26</u>	<u>1,778,001.42</u>	<u>1,423,753.47</u>	<u>887,570.58</u>	<u>33.30</u>
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FLEX DEPENDENT CARE	11,994	11,994	1,920.00	2,958.42	3,528.69	9,035.58	75.33
FLEX - MEDICAL	65,297	65,297	2,298.84	28,218.92	25,714.27	37,078.08	56.78
SELF INSURED HEALTH INSUR	<u>2,588,281</u>	<u>2,588,281</u>	<u>174,231.92</u>	<u>1,388,450.38</u>	<u>1,386,261.83</u>	<u>1,199,830.62</u>	<u>46.36</u>
TOTAL EXPENDITURES	<u>2,665,572</u>	<u>2,665,572</u>	<u>178,450.76</u>	<u>1,419,627.72</u>	<u>1,415,504.79</u>	<u>1,245,944.28</u>	<u>46.74</u>
REVENUES OVER/(UNDER) EXPENDITURES	0	0	211,670.50	358,373.70	8,248.68 (	358,373.70)	0.00

CITY OF MCCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: MAY 31ST, 2022

70 -ENTERPRISE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
SOLID WASTE-LANDFILL POST	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE - RECYCLING	360,800	360,800	7,683.71	62,563.74	51,533.02	298,236.26	82.66
SOLID WASTE - COLLECTION	955,830	955,830	67,899.04	551,514.47	535,094.82	404,315.53	42.30
SOLID WASTE - TRANSFER ST	1,293,095	1,293,095	89,386.01	686,717.66	645,823.32	606,377.34	46.89
LANDFILL RESERVE	786,644	786,644	6,705.00	51,244.00	50,722.00	735,400.00	93.49
SOLID WASTE - DISPOSAL	357,996	357,996	35,860.64	229,128.68	188,938.98	128,867.32	36.00
WATER MAINTENANCE & OPERA	4,458,576	4,458,576	159,372.64	1,488,393.47	1,508,908.03	2,970,182.53	66.62
WATER BOND & INTEREST RED	1,383,272	1,383,272	37,280.00	293,842.00	349,598.37	1,089,430.00	78.76
WATER CAPITAL - REPLACEME	3,913,215	3,913,215	28,208.00	219,124.00	218,323.00	3,694,091.00	94.40
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	170,527	170,527	108.17	330.84	246.06	170,196.16	99.81
SEWER MAINTENANCE & OPERA	2,669,422	2,669,422	135,022.73	1,062,233.91	1,002,570.99	1,607,188.09	60.21
SEWER BOND & INTEREST RES	122,212	122,212	73.00	205.00	136.00	122,007.00	99.83
SEWER CAPITAL - REPLACEME	2,789,990	2,789,990	36,017.00	330,265.00	286,589.00	2,459,725.00	88.16
SEWER CAPITAL - DEVELOPME	1,356	1,356	1.00	1.00	0.00	1,355.00	99.93
COMBINED UTILITIES	700,325	700,325	0.00	0.00	0.00	700,325.00	100.00
ELECTRIC UTILITY	1,330,000	1,330,000	95,738.62	864,695.76	872,051.46	465,304.24	34.99
TOTAL REVENUES	21,293,260	21,293,260	699,355.56	5,840,259.53	5,710,535.05	15,453,000.47	72.57
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
SOLID WASTE-LANDFILL POST	14,550	14,550	1,608.63	6,547.94	4,438.81	8,002.06	55.00
SOLID WASTE - RECYCLING	387,706	387,706	7,698.21	72,192.24	70,523.84	315,513.76	81.38
SOLID WASTE - COLLECTION	955,830	955,830	63,305.79	517,861.05	549,739.69	437,968.95	45.82
SOLID WASTE - TRANSFER ST	1,251,639	1,251,639	89,935.90	689,290.84	604,306.94	562,348.16	44.93
LANDFILL RESERVE	786,644	786,644	0.00	0.00	0.00	786,644.00	100.00
SOLID WASTE - DISPOSAL	357,996	357,996	35,860.64	230,378.68	190,188.98	127,617.32	35.65
WATER MAINTENANCE & OPERA	4,458,576	4,458,576	169,306.01	1,421,476.38	1,403,961.10	3,037,099.62	68.12
WATER BOND & INTEREST RED	1,383,272	1,383,272	380,891.00	423,238.93	532,413.91	960,033.07	69.40
WATER CAPITAL - REPLACEME	3,913,215	3,913,215	0.00	516,880.41	180,546.00	3,396,334.59	86.79
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	170,527	170,527	0.00	0.00	0.00	170,527.00	100.00
SEWER MAINTENANCE & OPERA	2,669,422	2,669,422	101,692.39	867,785.59	787,082.54	1,801,636.41	67.49
SEWER BOND & INTEREST RES	122,212	122,212	0.00	0.00	0.00	122,212.00	100.00
SEWER CAPITAL - REPLACEME	2,789,990	2,789,990	223,204.00	292,690.45	509,128.69	2,497,299.55	89.51
SEWER CAPITAL - DEVELOPME	1,356	1,356	0.00	0.00	0.00	1,356.00	100.00
COMBINED UTILITIES	700,325	700,325	0.00	0.00	0.00	700,325.00	100.00
ELECTRIC UTILITY	1,330,000	1,330,000	95,738.62	864,695.76	872,051.46	465,304.24	34.99
TOTAL EXPENDITURES	21,293,260	21,293,260	1,169,241.19	5,903,038.27	5,704,381.96	15,390,221.73	72.28
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(469,885.63)	(62,778.74)	6,153.09	62,778.74	0.00

CITY OF McCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: MAY 31ST, 2022

80 -CAPITAL IMPROVEMENTS FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
CAPITAL IMPROVE 2018	1,035,782	1,035,782	53,716.33	427,673.64	405,065.64	608,108.36	58.71
CAPITAL IMPROVE PRE 2018	<u>440,707</u>	<u>440,707</u>	<u>256.00</u>	<u>670.00</u>	<u>546.00</u>	<u>440,037.00</u>	<u>99.85</u>
TOTAL REVENUES	<u>1,476,489</u>	<u>1,476,489</u>	<u>53,972.33</u>	<u>428,343.64</u>	<u>405,611.64</u>	<u>1,048,145.36</u>	<u>70.99</u>
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
CAPITAL IMPROVE 2018	1,035,782	1,035,782	952.88	137,365.54	150,504.55	898,416.46	86.74
CAPITAL IMPROVE PRE 2018	<u>440,707</u>	<u>440,707</u>	<u>0.00</u>	<u>15,015.57</u>	<u>123,210.13</u>	<u>425,691.43</u>	<u>96.59</u>
TOTAL EXPENDITURES	<u>1,476,489</u>	<u>1,476,489</u>	<u>952.88</u>	<u>152,381.11</u>	<u>273,714.68</u>	<u>1,324,107.89</u>	<u>89.68</u>
REVENUES OVER/(UNDER) EXPENDITURES	0	0	53,019.45	275,962.53	131,896.96 (	275,962.53)	0.00

**CITY MANAGER'S REPORT
JUNE 20, 2022 CITY COUNCIL MEETING**

ITEM: **3.G.**

Approve the application for a Special Designated Liquor License submitted by Arapahoe Fun Center, LLC, Liquor License #CK-110041, for a wedding reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on July 16, 2022 from 5:00 P.M. to 11:00 P.M.

BACKGROUND:

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 15, 2022



Nathan A. Schneider, City Manager

June 15, 2022

**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

Arapahoe Fun Center, LLC

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

1212 West Chestnut St. Arapahoe, NE 68922

Retail Liquor License Address or Non-Profit Business Address

CK 110041

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

07/16/2022

Event Start Time(s):

5:00pm

Event End Time(s):

11:00pm

Alternate Date:

Alternate Location Building & Address:

Event Building Name: McCook Auditorium

Event Street Address/City: 302 W 5th

Indoor area to be licensed in length & width: ___ X ___

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

Type of Event: Wedding Reception

Estimate # of attendees: 150

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: Angie Moore

Event Contact Phone Number: 308-962-7094

Event Contact Email: the.moores@hotmail.com

***Signature Authorized Representative:**



Printed Name: Angie R Moore

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
JUNE 20, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 4.A. Receive and file information presented by Paul Grieger of D.A. Davidson with respect to the use of a Local Option Sales Tax to fund a potential swimming pool project.

BACKGROUND:

Paul Grieger will present information to the City Council regarding a tax supported sales tax revenue bond per a voter approved Local Option Sales Tax increase. Currently, the City of McCook has a voter approved Local Option Sales Tax of 1.5%. In order to fund a swimming pool project, the City is considering increasing the local option sales tax by .5%, which would raise the City's sales tax to 2.0%. The revenue generated by a Local Option Sales Tax increase would specifically be designated to pay for the costs associated with the construction of a swimming pool. The tax funds could not be used for operational expenses. Per statute, the bond can run for a period of 10 years or until the bond is paid in full. A number of communities similar in size to McCook have used this financing mechanism to fund desired amenities, including: Beatrice, Crete, Nebraska City, Seward, Sidney, Gering, and Chadron. Locally, citizens of Cambridge and Alma have approved a .5% sales tax increase to build community swimming pools. In November of 2022, the communities of North Platte and Scottsbluff will consider financing recreational projects with a .5% Local Option Sales Tax increase.

If the McCook City Council determines that financing for a swimming pool project through the use of additional Local Option Sales Tax revenue is appropriate, the matter can be placed on the November of 2022 ballot. A ballot question would be constructed with the assistance of bond counsel and submission of the question would occur prior to September 1, 2022.

APPROVALS:



June 4, 2022

Nathan A. Schneider, City Manager



June 14, 2022

Lea Ann Doak, City Clerk

CITY MANAGER'S REPORT
JUNE 20, 2022 MCCOOK CITY COUNCIL MEETING

ITEM **4.B.** Approve a Sidewalk Café Permit Application for Sehnert's Bakery and Bieroc Café, by and through its owner Andrew Ambriz, allowing for the creation of an outdoor dining area on the sidewalk adjacent to the Sehnert's Bakery and Bieroc Café building located at 310 and 312 Norris Avenue

BACKGROUND:

Sehnert's Bakery and Bieroc Café 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 310 and 312 Norris Avenue. The sidewalk is east of the Sehnert's building. If approved, the sidewalk café would extend east 17 feet from the bakery's southern building, while extending east 21 feet from the bakery's northern building. The sidewalk café would stretch 48 feet, north to south. There will be 6 feet of space to the east of the sidewalk café, providing space for pedestrian traffic. The fencing will be touch the facade of the business. A copy of the required attachments are included with Sehnert's Bakery and Bieroc Café's application. The agreement will be finalized following the determination of the City Council.

APPROVALS:



Nathan A. Schneider, City Manager

June 14, 2022



Lea Ann Doak, City Clerk

June 14, 2022



Kyle Potthoff, Public Works Director

June 14, 2022

SIDEWALK CAFÉ PERMIT APPLICATION

Please PRINT using blue or black ink only.

BUSINESS OWNER'S NAME & HOME ADDRESS			
NAME:	Andrew Ambriz		
STREET ADDRESS:	1403 W Circle Dr.		
CITY:	McCook	STATE: NE	ZIP: 69001
EMAIL ADDRESS:	andrew@sehnerts.com	PHONE:	(402) 922-0774

MAILING ADDRESS (IF DIFFERENT FROM ABOVE)			
NAME:			
STREET ADDRESS:			
CITY:		STATE:	ZIP:

CAFÉ INFORMATION			
BUSSINESS NAME:	Schnert's Bakery & Bieroc Cafe		
STREET ADDRESS:	312 Norris Ave & 310 Norris Ave		
CITY:	McCook	STATE: NE	ZIP: 69001
BUSSINESS PHONE:	(308) 345-6500	FAX NUMBER:	—

MANAGER OF CAFÉ & THEIR HOME ADDRESS			
NAME:	Jamie Mockry		
STREET ADDRESS:	1614 W 2 nd		
CITY:	McCook	STATE: NE	ZIP: 69001
PHONE:		CELL: (308) 340-6352	DATE OF BIRTH:

OWNER OF PROPERTY			
NAME:	Matt Sehnert		
STREET ADDRESS:	401 E 1 st		
CITY:	McCook	STATE: NE	ZIP: 69001
PHONE:		Does the record property owner agree to such use? <input 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	5:30a	5:30a	5:30a	5:30a	5:30a	5:30a	
CLOSE	9:00p	9:00p	9:00p	9:00p	9:00p	3:00p	

HOW WILL THE SIDEWALK CAFÉ BE SUPERVISED & MAINTAINED

Our cafe will be monitored by our existing staff during the day & in the evening. We have supervisors designated as well as a general manager who will be vigilant about improvements & cleanliness.

HOW MANY PATRONS WILL BE SERVED IN THE CAFÉ AREA (OCCUPANCY): up to 20 (approx)

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

No advertising will be added or used in the fenced seating area.

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

The fencing is white vinyl, 42" tall and in 6' panels, linked together. The furniture is wrought iron black chairs & round tables. Both were selected due to their weight & simplistic design.

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)

Beginning at open, donuts, breakfast & coffee will be served & enjoyed on the outdoor patio. Beginning at 4p on weekdays, our menu shifts to shareable appetizers, craft cocktails, and select wines and beer.

ATTACHMENTS

The following items must be ATTACHED to the application. Please put a Check Mark (✓) next to those items you have attached.

ITEM	ATTACHED
Building Permit (copy), if needed	
Food Establishment Permit (copy) ✓	✓
Menu ✓	✓
Notarized Letter of Consent from Record Property Owner	✓
Signed Lease (copy) ✓	✓
Site Plan (as described on checklist) ✓	✓
Fencing Mater (photo) ✓	✓
Furniture (photo) ✓	✓
Original Certificate of Liability Insurance (as described on checklist) ✓	✓
Sidewalk Café License Agreement	✓

REVIEWING ACTION - OFFICE USE ONLY

DEPARTMENT	APPROVED/DENIED	SIGNATURE	DATE
Public Works-Sidewalk Inspector:			
Police Department:			
Fire Department			
Building & Safety Department:			

COMMENTS

STATE OF NEBRASKA
DEPARTMENT OF AGRICULTURE
FOOD SAFETY AND CONSUMER PROTECTION

Fee Paid \$ 358.99

Permit for Restaurant
Bakery
Caterer
Food Processing Plant/MFRPS

THIS PERMIT IS NOT TRANSFERABLE TO PERSON OR LOCATION

INSPECTION FEE PAID FOR 8/1/2021 - 7/31/2022

57333-01A-05A-16A-06A-12A

01 06

Sehnert's Bakery & Bieroc Cafe

312 Norris
Mc Cook NE 69001

Ambriz Ventures LLC
Ambriz, Andrew James
1403 W Circle Dr
Mc Cook NE 69001

POST THIS LICENSE IN A CONSPICUOUS PLACF.

License Information

NUMBER	CATEGORY	EXPIRATION DATE	OWNERSHIP	CLASS
124450	Retail	10/31/2022	Corporation	CK

Trade Information

Trade Name	SEHNERT'S BAKERY & BIEROC CAFE
Trade Address	312 NORRIS AVE MCCOOK, NE 690013706
Phone Number	(308)345-6500
County	48
Troop ID	Troop D
Manager Name	AMBRIZ, ANDREW J

Corporate Applicant Information

Corporation	AMBRIZ VENTURES LLC
Address	124 W C ST MCCOOK, NE 690013612
Registered Agent	WOOD, EMILY

Restrictions

COCKTAILS TO GO SERVICES ELECTED

Office/Stockholder/Member

MEMBER	NAME	TITLE	SHARES
Member 1	AMBRIZ, ANDREW J	PRESIDENT	0000000100

Description

First floor of a 2 story bldg approx 120 x 48 including basement approx 120 x 48 with an outdoor area approx 11 x 35

BREAKFAST

7:00 AM - 10:00 AM



AVOCADO TOAST

\$5.80

Sehnert's ciabatta bread, toasted & topped with gouda cheese, smashed avocado, egg & sprinkled with Everything Seasoning.

HAM QUICHE

\$5.20

Eggs & cream loaded with ham & cheddar topped with seasonings & chives baked in a pie shell.

DELAWARE DONUT

\$4.20

Ham or sausage with American cheese wrapped in donut dough and fried to perfection.

HAM, EGG & GOUDA PANINI

\$5.80

Sehnert's ciabatta bread topped with mayo, tomato aioli, gouda cheese, sliced ham & an egg.

THE COWBOY BREAKFAST PANINI

\$5.80

Sehnert's focaccia bread with Caribbean & tomato aioli, pepper jack cheese, sausage & an egg.

BACON, TOMATO & EGG BITES

\$5.20

Two egg bites served on top of two slices of bacon & tomato topped with a drizzle of tomato aioli.

SEHNERT'S EGGS BENEDICT

\$5.80

Sehnert's ciabatta bread toasted & topped with ham, egg, & a drizzle of hollandaise sauce.

LUNCH

10:30 AM - 3:00 PM

www.sehnerts.com



SANDWICHES, WRAPS & SPECIALTIES

- APPLE PLANTER** \$6.60
Sliced turkey breast, crispy bacon, provolone cheese, apple slices, honey mustard & mayo on Sehnert's focaccia bread.
- BEAVER CREEK** \$6.60
Sliced turkey breast, Swiss cheese and bacon melted together with onion cream cheese on Sehnert's grilled ciabatta bread.
- ADULT GRILLED CHEESE** \$6.95
Smoked gouda, cheddar and provolone cheeses with sun-dried tomato aioli on Sehnert's ciabatta bread, grilled to gooey, mouth-watering perfection.
- HAPPY GERMAN** \$6.60
Sliced pastrami, Swiss cheese, kraut and 1000 Island dressing served on Sehnert's grilled swirl rye bread.
- TWISTED CUBAN** \$6.60
Sliced smoked turkey, ham, pepper jack and provolone cheeses, bread and butter chips and Caribbean aioli on Sehnert's grilled focaccia bread.
- HAM AND CHEDDAR** \$5.25
Ham and cheddar cheese with mayo and lettuce, served on Sehnert's focaccia bread.
- TURKEY MELT** \$6.60
Turkey and swiss cheese with tomato and mayo, grilled to perfection on Sehnert's classic viking bread.
- CLUB WRAP** \$6.95
Sliced turkey, ham, bacon, smoked gouda, cheddar cheese, lettuce, tomato, onion, basil aioli and tomato aioli served in our garden wrap.
- CEASAR WRAP** \$6.60
Shredded chicken with tomato, avocado, lettuce, grated parmesan cheese, Ceasar dressing in a garden wrap.
- TROUBADOR CHICKEN SALAD** \$6.60
Sehnert's classic troubador bread, toasted and topped with shredded chicken, grapes, walnuts, celery, mayonaise, and fresh tomatoes.
- THE BIEROC: JAMES BEARD FOUNDATION AMERICA'S CLASSIC AWARD WINNER** \$4.25
Seasoned ground beef with Cabbage or Kraut, wrapped in Sehnert's delicious bun dough. Add cheese for \$0.50.
- THE JIFFY BURGER:** \$4.25
MCCOOK'S ORIGINAL FAVORITE!
Seasoned ground beef with our special mustard and onion sauce (Jiffy sauce) served on Sehnert's bakery soft hamburger bun.

SALADS

- APPLE PLANTER SALAD** \$8.35
Diced turkey breast with crisp apples and cheddar cheese on romaine lettuce served with honey mustard, your choice of dressing and Sehnert's focaccia bread.
- FIESTA SALAD** \$8.35
Seasoned corn, black beans, browned hamburger, shredded cheese with tortilla chips and Caribbean aioli on romaine lettuce with salsa and your choice of dressing.
- COBB SALAD** \$8.35
Chicken breast, boiled egg, bacon, onion, grape tomatoes, crumbled bleu cheese, cucumber and your choice of dressing, piled high on fresh romaine served with Sehnert's grilled ciabatta bread.
- APPLE BALSAMIC SALAD** \$8.35
Chicken breast, roasted pecans, seasoned apples, cranberries, grape tomatoes, red onion and your choice of dressing, piled high on fresh romaine served with Sehnert's grilled ciabatta bread.
- MIXED VEGGIE SALAD** \$7.25
Boiled egg, tomatoes, onion, carrots and cucumbers with your choice of dressing piled high on fresh romaine and served with Sehnert's grilled ciabatta bread.
- MAKE IT A CHEF SALAD:** Add turkey or ham for \$1.10.

ADD ONS

- | | | | |
|---------------------------|--------|---|--------|
| CHIPS | \$1.60 | BOILED EGGS | \$1.60 |
| SIDE SALAD | \$3.10 | AVOCADO | \$1.00 |
| FRESH CARROTS & CUCUMBERS | \$1.60 | SEASONAL OPTIONS: SOUP, COLESLAW, PASTA SALAD | \$3.10 |

KID'S CORNER

Enjoy with a 12 oz. drink, chips & special treat!

- CORN DOGGIE** \$5.25
All-American traditional corn dog.
- PB&J** \$5.25
The ol' standby. Grape jelly & peanut butter on Sehnert's muffin bread topped with homemade whipped cream & sprinkles!
- KID'S CHOICE** \$5.25
Choice of ham or turkey. American cheese and mayo. Served on Sehnert's muffin bread.
- MICKEY'S MOUSE TRAP** \$5.25
Two kinds of cheese on Sehnert's muffin bread and grilled.

Make it a combo and save \$0.50!

EAT | 4-8 pm

EST. 2022
SOCIAL

SHARABLE PLATES - SWEET

KEY LIME CHARCUTERIE BOARD \$11
Whipped key lime dip, grapes, strawberries, wafers and Sehnert's signature Crispies.



SLICE OF HEAVEN \$12
A dessert you have to try before you leave! Angel Food cake, cream cheese, buttercream, orange zest, chocolate icing, slivered almonds raspberries, and whipped cream.

JEAN SEHNERT'S APPLE CARAMEL CAKE \$14
Jean Sehnert's classic apple cake, warmed, topped with rum caramel sauce, and served with a scoop of vanilla ice cream. (Rum can be omitted for a family-friendly option.)



KID'S PLATES Enjoy with a 12 oz. drink & chips.

CORN DOGGIE \$5.25
All-American traditional corn dog.

PB&J \$5.25
The ol' standby. Grape jelly & peanut butter on Sehnert's muffin bread topped with homemade whipped cream & sprinkles!

KID'S CHOICE \$5.25
Choice of ham or turkey. American cheese and mayo. Served on Sehnert's muffin bread.

MICKEY'S MOUSE TRAP \$5.25
Two kinds of cheese on Sehnert's muffin bread and grilled.



EAT | 4-8 pm

SHARABLE PLATES - SAVORY

ASIAN WEDGE \$10
Romaine heart, house-made sesame dressing, golden raisins, chow mein noodles sesame & sunflower seeds and peanuts.

SHRIMP COCKTAIL \$Market Price
Shrimp from Salt Water Hills, cocktail sauce, Bleu Cheese dressing and vegetables.

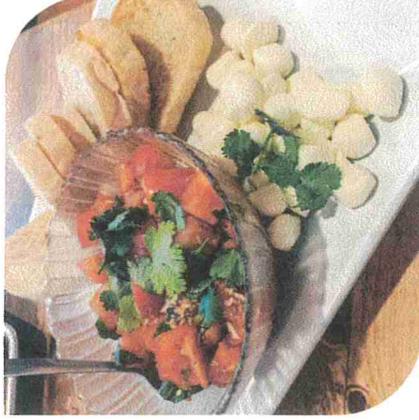
BRUSCHETTA CAPRESE \$13
Sehnert's toasted ciabatta bread, tomatoes, basil, garlic, olive oil, cilantro and mozzarella pearls.

CHARCUTERIE BOARD \$30
Pastrami, pepperoni, salami, candied fruit, grapes, cheddar slices, blueberry goat cheese spread, Gouda wedge, gourmet crackers, and fruit compote.

THE BIG POND DIP \$17
Lobster, shrimp, crab, variety of cheeses and smoked paprika. Served with pita chips, vegetables and Bleu Cheese dressing.



SOCIAL
EST. 2022



WONTON TACOS \$10
Corn tortillas, diced seasoned chicken, shredded cabbage, shredded cheese, taco sauce and cilantro.

GARDEN MARKET FLATBREAD \$13
Sehnert's flatbread crust, house-made thousand island dressing, shredded cheese, red & green peppers, mushrooms, house-made tomato and basil aoli sauces.

BISON STAMPEDE FLATBREAD \$13
Sehnert's flatbread crust, ranch, cream cheese, caramelized onions, shredded cheese, seasoned chicken, Bleu Cheese crumbles, bacon bits, tomatoes, and buffalo sauce.

MINI BIEROCS \$9
Sehnert's famous James Beard award-winning bierocs, in mini form! Seasoned ground beef with our weekly selection of cabbage or kraut, wrapped in Sehnert's homemade bun dough.

DRINK | 4-8 pm

EST. 2022
SOCIAL

SPECIALTY COCKTAILS

THE "SOCIAL" \$9

Don Julio Blanco tequila added to a house made blend of blueberries, blackberries and lemon.

THE ESPRESSO MARTINI \$9

Fresh brewed espresso from Normal Roasting Coffee beans shaken with coffee liquor and vodka for a smooth finish.

THE KICKBACK \$10

16 ounces worth of our twist of a Moscow mule adding both pineapple and bitters for a sweet and savory punch.

THE CREAMSICLE \$8

A stroll into summer days gone by with an even mixture of Disaronno, orange juice and our house-made sour mix.

THE PALOMA \$10

A simple blend of Don Julio blanco, fresh lime juice and grapefruit soda that creates a refreshing taste.

THE BLUE SEA \$8

Vodka and coconut rum shaken with the juice of pineapple and lemons and blue curacao for an eye-catching sweet cocktail.

DRINK | 4-8 pm

EST. 2022
SOCIAL

WINE

Mirassou Moscato - CA \$8
a notably light and fruit-forward sweet white wine

DeLoach Pinot Noir - Russian River Valley, Sonoma, CA \$8
one of the lightest bodied red wines with red fruit flavors and aromas

Hall Vineyards Sauvignon Blanc - Rutherford, Napa Valley, CA \$8
a dry white wine with herbal taste and citrus aromas

Rabble Rose - Paso Robles, CA \$11
a rose made from pinot noir with light and fruity notes

Taylor Tawny Port - CA \$4
a sweet dessert wine with notes of dark fruit and sweets such as caramel and dark chocolate

Ghost Pines Merlot - Sonoma, CA \$11
a dry red table wine stuck in the middle of light and bold with notes of red fruit

J Vineyard Chardonnay - Russian River Valley, Sonoma, CA \$11
a savory and bold dry white wine with crisp yellow fruit flavors

DRINK | 4-8 pm

EST. 2022
SOCIAL

BEER - CRAFT

Grapefruit Radler - Kinkaider Brewing, Broken Bow, NE

Dan the Wiser - Kinkaider Brewing, Broken Bow, NE

Herd Law Wheat - Kinkaider Brewing, Broken Bow, NE

Fairy Nectar IPA - Kros Strain Brewing, Las Vista, NE

Passion Pineapple Cide - Glacial Till, Ashland, NE

Copper Alt. - Zip Line Brewing, Lincoln, NE

Wheat - Peg Leg Brewing, North Platte, NE

Jalapeno Ale - Thunderhead Brewing, Kearney, NE

Thunderpunch - Thunderhead Brewing, Kearney, NE

BEER - DOMESTIC

Coors Light

Bud Light

Busch Light

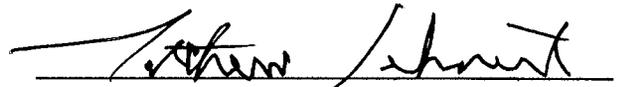
Michelob Ultra

June 13, 2022

I, Matt Sehnert, managing member of Mo Dough, LLC, and the owner of real property at 312 Norris Ave. and 310 Norris Ave. in McCook, NE approve the addition of fenced café patio seating for our current business tenant, Sehnert's Bakery and Bieroc Café.

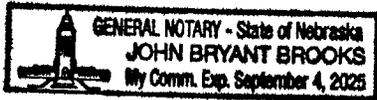
Please consider this letter my recommendation for approval of the license to the City of McCook for a sidewalk café.

LANDLORD:
Mo Dough, LLC, a Nebraska limited liability company


Matthew Sehnert, managing member

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

Acknowledged before me this 13th day of June, 2022, by Matthew Sehnert, managing member of Mo Dough, LLC, a Nebraska limited liability company on behalf of the company




Notary Public

COMMERCIAL LEASE WITH OPTION TO PURCHASE

This Lease is entered into by and between:

Landlord:	Mo Dough, LLC
Landlord address:	401 East 1 st Street, McCook, NE 69001
Landlord taxpayer ID number:	to be provided prior to signing
Tenant:	t/b/d
Start of Term:	t/b/d
End of Term:	July 31, 2026
Renewal of Term:	This is five-year lease, subject to adjustment as necessary to accommodate closing in the event of exercise of the option to purchase.
Amount, Frequency and due dates for Rent Payment:	\$2,000.00 in advance of the first day of each month, pro-rated for any partial months.
Security deposit	none
Special terms:	Tenant holds option to purchase.
The Property Legal Description:	Lots 7 and 8, Block 16, Original McCook, Red Willow County, Nebraska, a/k/a 310 and 312 Norris, Avenue, except loft and stairways to loft above 310 Norris.

1. **PROPERTY DEFINITION.** Whenever it is used in this Lease the term "the property" shall refer to the property described above including all improvements on or to it, which Tenant has inspected to its satisfaction and acknowledges is in satisfactory condition.
2. **RENT.** The Tenant shall pay to the Landlord the rent for the property as listed above for the term of this lease.
3. **OPTION TO PURCHASE.** In consideration of the terms and promises set forth herein, the receipt of which is hereby acknowledged by Landlord, it is further agreed that, providing Tenant is not in default of this Agreement, Tenant may purchase the Property, with the loft and stairways to the loft above 310 Norris, according to the following requirements:
 - a. **Option Period.** The Landlord agrees that this option will remain in effect until and through July 31, 2026. This option shall be exercised upon posting by written notice by certified mail to the Landlord at the Landlord address set forth above, or such other address as Landlord may provide Tenant, in writing during the term of this lease.
 - b. **Closing Date.** Closing shall be designated by Tenant in Tenant's notice to exercise the option at a date more than 30 days but less than 60 days after the exercise of the option. Rent shall continue to be payable until the date of closing. In the event closing extends beyond the term of the lease, rent

shall continue to be paid on the same terms, notwithstanding the requirements of Section 33. The proposed deed, a title insurance commitment, and other necessary instruments are to be submitted to the Tenant by Landlord at least fifteen days before closing. The closing date may be extended as reasonably necessary to allow Seller to cure any defects in title to the property or to adjust for other reasonable delays beyond control of the parties, but in no event shall such date be extended for more than 60 days. c. Purchase Price. The total purchase price for the described property will be \$210,000.00, plus a sum equal to the capital expenditures by Landlord for roofing and sidewalk dining fixtures and accessories, if any, incurred by Landlord during the term of the lease.

d. Title. At closing, the Landlord will execute and deliver a good and sufficient general warranty deed, provided by the Landlord, conveying a good, insurable and marketable title to the property, with the hereditaments and appurtenances, to Tenant and its assigns, in fee simple, free and clear of all liens, encumbrances, or exceptions, except for easements, restrictions and other exceptions of record as will not adversely affect the Tenant's intended use of the property, together with all right, title and interest of the Landlord in the property. The cost of title insurance will be shared equally by the parties. If Landlord is unable to provide clear title, Tenant shall have the option of completing the purchase and accept such title as Tenant is able to convey, or declaring this agreement void. If title defects are found, Landlord shall make all reasonable good faith efforts to promptly clear said defects.

e. Taxes. Seller shall pay all real estate taxes and assessments (if any) for all years prior to closing. All real estate taxes and assessments (if any) for the year of closing shall be prorated between Buyer and Seller to the date of Closing based upon the prior year's general real estate tax unless the current general real estate tax is known. The documentary stamp tax occasioned by this transaction charged at the time of recordation of the Deed shall be the responsibility of Seller.

f. The terms and conditions of this option shall apply to and bind the heirs, executors, administrators, successors, and assigns of the Seller.

4. RENTAL PAYMENT DATE. The rent for the first month (or part of a month if the first month is not a full month) and the last month shall be paid at the time that this lease is signed by both parties. The rent for each succeeding month (or part month if the last period is not a full month) shall be due and payable monthly in advance on the first day of the rental month at the office of the Landlord as stated in this lease or at such other place as the Landlord shall direct.
5. UTILITIES. Tenant agrees to pay from time to time, as the utility payments shall become due, all utility payments including water, gas, electricity, sewer, trash removal and similar payments.
6. REPAIRS AND MAINTENANCE. Except as specifically assigned herein to Landlord, Tenant shall keep in good, sound, clean, tenable condition and repair during the continuation of the term of this Lease all non-structural parts of the Premises, including electrical, plumbing, sewer lines, doors, plate glass windows, and awnings, if any (which awnings Landlord shall not be called upon to furnish or repair during the term of the Lease), and will not suffer or permit any waste of the Premises. Tenant shall notify Landlord of any repairs to the premises exceeding \$500.00 in cost. Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area which such floor was designed to carry and which is allowed by law. (Landlord reserves the right to prescribe the weight and position of all safes which must be placed so as to distribute the weight.) The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were designed or constructed, and no sweepings, rubbish, rags, acids or like substances shall be deposited in them. Other than certified service animals, Tenant shall permit no animals or pets or bicycles or other vehicles to be brought or permitted on the premises. Tenant shall not permit smoking on the premises. Landlord will maintain HVAC, including filter changes, and keep the exterior walls and roof of the building in good repair, except for awnings, signage or other items added to the exterior by Tenant. Landlord has no obligation for repairs or improvements of any kind, nature or description except as specifically set forth in this Lease.
7. LANDLORD PERFORMING TENANT'S MAINTENANCE. In the event any of the Tenant's

maintenance or repairs required under paragraph 6, above, are not performed after a 15 day notice to Tenant by Landlord, Landlord or its designees may perform the maintenance or repair and the Landlord shall be entitled to reimbursement for any expenses incurred by the Landlord. Amounts advanced shall bear interest from the date of the advance. Nothing in this paragraph shall be interpreted as requiring the Landlord to perform any such acts independent of the requirements of the other provisions of this lease.

8. **LOT MAINTENANCE.** Tenant shall pay all costs of lot maintenance, including snow removal and trash removal. Tenant is authorized to continue to maintain the existing signage thereon and such additional signage as Landlord shall authorize in writing.
9. **UNLAWFUL USE.** The Tenant agrees not to commit or permit any act to be performed on the property or any omission to occur which will be in violation of any statute, regulation, or ordinance of any governmental body.
10. **TENANT WILL NOT AFFECT LANDLORD'S INSURANCE.** The Tenant agrees not to commit or permit any act to be performed on the property or any omission to occur which will increase the insurance rate on the building or which will be in violation of any insurance policy carried on the property by the Landlord.
11. **LANDLORD'S ACCESS.** The Landlord, its employees, and its agents shall have access to the property at reasonable times for the purpose of inspection, cleaning, repairing, altering, or improving the property or to exhibit the property to prospective Tenants, purchasers or others. Nothing in this paragraph shall be interpreted as requiring the Landlord to perform any such acts independent of the requirements of the other provisions of this lease. The Landlord shall also be permitted to post notice of nonresponsibility for alterations, additions and repairs.
12. **LANDLORD POST SIGNS.** During the last 60 days of the lease, the Landlord may post signs on the walls, windows or doors advertising that the property is for rent or for sale. The Tenant shall not take any action to prevent or interfere with the placement of the signs. The Tenant shall not remove, deface or damage any such signs.
13. **IMPROVEMENTS, ALTERATIONS, AND REMODELING BY TENANT.** The Tenant shall be permitted to perform the improvements, alterations, or remodeling on or to the property only with the written consent of the Landlord. Tenant agrees that the improvements shall be made at the sole expense of the Tenant.
14. **ALTERATIONS AND REPAIRS BY LANDLORD.** Except as provided in this lease, the Landlord shall not be permitted to make any improvements or alterations to the property without the written consent of the Tenant. The Landlord (after giving three days notice to Tenant to make the repairs) may make repairs to the property without the written consent of the Tenant if it reasonably appears that the Tenant has failed to make the repairs. The Landlord may make repairs to the property without the written consent of the Tenant and without advance notice in an emergency situation. The cost of any such repairs made by the Landlord pursuant to this paragraph may be charged to the Tenant as additional rent. Nothing in this paragraph shall be interpreted as requiring the Landlord to perform any such acts.
15. **WARRANTIES OF TITLE AND QUIET POSSESSION.** The Landlord warrants that the Landlord has full right to make this lease subject to the terms of this lease, and the Tenant shall have quiet and peaceable possession of the property during the term of this lease as against the acts of all parties claiming title to, or a right to the possession of, the property.
16. **RESTORE PROPERTY.** In the event Tenant defaults or terminates this agreement, Tenant agrees to restore the property to substantially its present condition.

17. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign or transfer this lease or any interest in this lease or any portion of this lease without the prior written consent of Landlord in each instance. Tenant may not sublet the property or any part of the property without the prior written consent of Landlord in each instance. This provision shall apply to any assignment, transfer or sublease, whether by voluntary act, operation of law, or otherwise. Consent by the Landlord to one assignment, transfer or sublease of this lease or the property shall not be a waiver to Landlord's rights under this lease as to any subsequent assignment, transfer or sublease. Landlord shall not unreasonably withhold consent to assign. No assignment, transfer or sublease shall release Tenant of its obligations under this lease.
18. **LANDLORD MAY ASSIGN.** Landlord's rights to assign this lease are and shall remain unqualified. No assignment by Landlord shall release Landlord of any of its obligations under this lease for any time prior to the date of the assignment.
19. **HAZARDOUS SUBSTANCE.** Tenant will not use, store, keep or permit any hazardous, toxic, explosive or flammable substances on the property without the express written consent of Landlord, other than such substances as are necessary for Tenant's business operation purposes.
20. **EMINENT DOMAIN.** If the property is taken by any public authority under the power of eminent domain or sold to any public authority pursuant to threat of eminent domain, then division of damages shall be made as follows:
 - a. The Landlord shall receive the full appraised value of the building (valued at the greater of the value with this lease or the value without this lease).
 - b. The Landlord shall receive any other damages or other awards based upon considerations other than value of the building which were awarded to the Landlord.
 - c. The Tenant shall receive any excess amount of any damages over the Landlord's full appraised value determined in this lease, which are awarded to the extent of the damages which Tenant has suffered for the loss of the remainder of its lease.
 - d. The Landlord shall receive any excess damages based upon the value of the building.
 - e. The Tenant shall receive any other damages or other awards based upon considerations other than value of the building which were awarded to the Tenant.
 - f. The allocation of damages shall be mutually agreed upon by the governmental authorities exercising the power of eminent domain, by the Landlord and by the Tenant. In the event that there is not agreement on allocation as provided in this paragraph, the parties may agree to an award of damages for the value of the building and the lease.
21. **FIRE AND OTHER CASUALTY.** If fire or other casualty shall render the property untenable, this lease shall terminate immediately and any prepayments of rent shall be refunded pro-rata by the Landlord; provided, however, that if the property can be repaired within ninety (90) days from the date of such event, then at the Landlord's option, by notice in writing to the Tenant, mailed within thirty (30) days after such damage or destruction, this lease shall remain in full effect, but the rent for the period during which the property is untenable shall be abated pro-rata.
22. **LIABILITY INSURANCE.** The Tenant shall provide, at Tenant's expense, general liability coverage and any liability coverage which Landlord may require as a result of the particular use of the Property. All insurers must be approved by and be satisfactory to Landlord. All liability policies shall have liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
23. **HAZARD INSURANCE REQUIRED.** Tenant, at its expense, will maintain with insurers approved by and satisfactory to the Landlord, insurance with respect to the improvements and personal property which are part of the Property, including plate glass, against loss by fire, lightning, and other perils covered by the standard all-risk endorsement (and any other perils which Landlord may require), in an amount equal to at least \$500,000.00 or the full replacement value thereof, whichever is greater, with no deduction for depreciation, and shall maintain insurance against such other hazards and in such

amount as is customarily carried by Landlords and operators of similar properties. Tenant will comply with such other requirements as Landlord may from time to time reasonably request for the protection by insurance of the interest of the respective parties. Any loss under a deductible provision shall be borne by Tenant. Landlord shall be named as the primary insured under said policy.

24. **TERMS OF INSURANCE.** All insurance policies maintained pursuant to this lease shall name Tenant and Landlord as insureds, as their respective interests may appear. All insurance policies maintained pursuant to this lease shall provide that there shall be no cancellation, non-renewal, termination for any reason, or modification without at least fifteen (15) days prior written notification to Landlord. All policies of insurance required by this lease shall be delivered to and retained by Landlord no later than five days from the date this contract is executed by the parties.
25. **FAILURE TO RENEW OR HAVE INSURANCE COVERAGE.** If any policy required to be maintained pursuant to this lease is not purchased or renewed on or before fifteen (15) days prior to its expiration date or if no insurance policy is in force at any time, the Landlord may procure such insurance, pay the premiums therefor, and such sums shall be immediately due and payable by Tenant with interest, at the rate of 12 percent per annum, until paid. Tenant's failure to timely provide proof of insurance to Landlord shall authorize Landlord to immediately procure coverage under this provision.
26. **PROOF OF LOSS UPON DAMAGE TO PROPERTY.** If any loss occurs which may be covered by insurance, Tenant will immediately notify Landlord of the loss and shall make the proof of loss within the earlier of seven (7) days or the time required under the insurance policy. If Tenant fails to make the proof of loss, the Landlord may make the proof of loss.
27. **SETTLEMENT WITH INSURANCE CARRIER.** If the hazard insurance carrier refuses to pay a claim or offers to settle for less than the full cost of repairs or replacement, the Tenant shall advise the Landlord. Tenant shall not make a settlement for less than the full cost of repair or replacement without the written consent of Landlord.
28. **COLLECTION OF AN AMOUNT LESS THAN THE MONTHLY RENT.** Payment by Tenant or receipt by Landlord of an amount less than the monthly rent under this lease shall be deemed to be a partial payment of the rent. No endorsement on any check shall be deemed an accord and satisfaction. Landlord may accept such payment without prejudice to Landlord's right to collect the balance of the rent.
29. **SURRENDER.** Subject to the terms of the Option to Purchase herein, on the last day of the term of this lease or on the earlier termination of this lease, the Tenant shall peaceably surrender the property in good condition and repair, reasonable wear and tear excepted, consistent with the Tenant's duty to make repairs as provided in this lease. The Tenant shall at its expense remove all of its equipment from the property, and any property not removed shall be deemed abandoned. All alterations, additions, and fixtures, other than the Tenant's equipment and trade fixtures, which have been made or installed by either the Landlord or the Tenant on the property shall remain as the Landlord's property and shall be surrendered with the property as a part of the property. Trade fixtures shall not include any structural components of any buildings.
30. **FAILURE TO SURRENDER.** Subject to the terms of the Option to Purchase herein, if the property is not surrendered at the end of the lease or on the earlier termination of the lease, the Tenant shall indemnify the Landlord against any loss or liability resulting from delay by the Tenant in surrendering the property. The indemnification includes, but is not limited to, claims made by any succeeding Tenant or purchaser founded on such delay. Any succeeding Tenant or purchaser is authorized to take legal action against Tenant to recover its damages from Tenant. The provisions of this section shall survive the termination of this lease.

31. **HOLDING OVER.** In the event that the Tenant remains in possession of the property after the expiration of this lease without the execution of a new lease, Landlord may take any legal action to remove the Tenant. If the Landlord accepts a rent payment for a period of time after the end of the lease or otherwise acknowledges the tenancy, then Tenant is deemed to be occupying the property as a Tenant from month-to-month. Any month-to-month tenancy is subject to all the conditions, provisions, and obligations of this lease. The rent for the hold-over period shall be increased to 150% of the rent due under the terms of this lease for the last year of the lease, subject to the terms of Section 3, above.
32. **DEFAULT OF TENANT.** A default by Tenant under this lease shall occur if any of the following occur, but a default is not limited to the following:
- a. Any one or more rent payments due from the Tenant to the Landlord shall be and remain unpaid in whole or part after they are due and payable;
 - b. The Tenant fails to provide insurance as required by this lease and the default continues for more than ten (10) days after notice from Landlord;
 - c. The Tenant violates or defaults in any of the other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for a period of thirty (30) days after written notice from the Landlord of such violation of default;
 - d. If the Tenant shall become insolvent, make an assignment for the benefit of its creditors, or if a receiver is appointed for the Tenant;
 - e. If any guarantor of this lease shall become insolvent, make an assignment for the benefit of its creditors, a receiver is appointed for the guarantor, file a voluntary bankruptcy proceeding or have an involuntary bankruptcy petition filed against the guarantor which is not dismissed within One Hundred Twenty (120) days; or
 - f. Abandonment of the property by the Tenant (any absence by Tenant for more than seven (7) days without notice to Landlord shall be presumed to be an abandonment).
33. **LANDLORD'S REMEDIES UPON TENANT'S DEFAULT.** The remedies provided in this paragraph are not exclusive and are in addition to any other remedies now or later allowed by law. Upon default of the Tenant:
- a. The Landlord may, at its option, declare this lease forfeited, the lease's term ended, have the right to reenter the property and have the right to take possession of the property without any further obligation to Tenant. Landlord may remove all persons and property at the cost of Tenant.
 - b. Landlord may instead elect to keep Tenant in possession and continue to have all rights and remedies under this lease. If Landlord elects to keep Tenant in possession, Landlord shall have the rights under subparagraph A for any future defaults or for any previous default which remains uncured.
 - c. If Landlord elects under subparagraph B to keep the lease in force, Landlord may lease the property at a rate of rent determined by Landlord to be reasonable. Tenant shall pay to Landlord any costs incurred in leasing the property and any rents under this lease in excess of the rent which Landlord actually receives from new Tenant. The new Tenant may pay rents directly to Landlord.
 - d. Nothing in this paragraph shall be interpreted to release Tenant from any liability for any indemnification provided to Landlord under this lease for any occurrence or omission prior to the date of termination of the lease.
34. **INTEREST.** If the Tenant fails to perform any of its promises contained in this lease, including the failure to pay rent, then any unpaid rent and any sum advanced by the Landlord under the terms of this agreement shall bear interest from the due date or the date of payment by the Landlord, respectively, to the date of payment to the Landlord by the Tenant at the rate of 16% per annum.
35. **DEFAULT OF LANDLORD.** The Landlord shall not be deemed to be in default under this agreement

until the Tenant has given the Landlord written notice specifying the nature of the default and until the Landlord fails to cure the default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure.

36. **TENANT TO HOLD LANDLORD HARMLESS.** Except in the case of the negligence of the Landlord, the Landlord's agents or the Landlord's employees, the Tenant agrees to indemnify and defend the Landlord against any liability for damages to any person or property in or about the property. The Landlord shall not be liable to the Tenant, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the property.
37. **PERSONAL PROPERTY AT TENANT'S RISK.** All personal property including fixtures kept, stored or maintained on the property shall be so kept, stored or maintained at the sole risk of the Tenant.
38. **TENANT TO PAY FOR WORK DONE FOR TENANT.** The Tenant agrees to promptly pay all sums of money in respect to labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or on behalf of the Tenant in or about the property.
39. **CONSTRUCTION LIENS.** The Tenant hereby agrees that the Tenant will not permit or allow any construction, mechanic's or materialman's liens to be placed on the Landlord's interest in the property during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Landlord's interest, the Tenant shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Tenant may contest any such lien, provided the Tenant first posts a surety bond in favor of and insuring the Landlord in an amount sufficient to remove the lien pursuant to the terms of the Nebraska lien law.
40. **NO PARTNERSHIP, JOINT VENTURE OR PRINCIPAL/AGENT RELATIONSHIP CREATED.** Nothing in this agreement shall be interpreted as creating a partnership, joint venture or relationship of principal and agent between the parties.
41. **CUMULATIVE RIGHTS.** No right or remedy given in this lease to the Tenant or the Landlord is intended to be exclusive of any other right or remedy hereof provided by law. Each right and each remedy shall be cumulative and in addition to every other right or remedy given in this lease or now or hereafter existing at law or in equity or by statute.
42. **FURTHER ASSURANCES.** In addition to any other information which may reasonably be requested, any party shall without charge, at any time and from time to time hereafter, within ten (10) days after written request from another party for the same, certify by written instrument duly executed and acknowledged to any person, firm or corporation the following information which was specified in such request:
 - a. Whether this agreement has been supplemented or amended, and if so, the substance and manner of such supplement or amendment;
 - b. Whether this agreement is still valid;
 - c. The existence of any default under this agreement;
 - d. The existence of any claims or amounts owed to such party by any other party; and
 - e. The commencement and expiration dates of the term of this agreement.f. Any such certificate may be relied on by the party who requested it and by any other person, firm or corporation to whom it may be exhibited or delivered, and the contents of the certificate shall be binding on the party executing it.
43. **NOTICE.** If any notice is required to be given under this agreement, it may be only be given in writing and delivered by mail, telegram, personal delivery, facsimile transmission, or electronic data

transmission. Delivery of notice shall be effective as follows:

- a. Delivery by any means other than mail shall be effective upon receipt.
- b. Delivery by mail may be by first class mail or certified mail.
- c. Delivery by first class mail is complete upon the third postal business day after mailing.
- d. Delivery by certified mail or registered mail is complete upon delivery; if the certified mail is not delivered as a result of refusal to accept, then upon the date of the refusal to accept; or if there is a failure of delivery as a result of the inability of the post office to deliver after three attempts at delivery (to the last-known address as provided in this agreement) have been made, then upon the date of the last attempt.
- e. Delivery may be made to any agent for service of process.
- f. If the party is a corporation, delivery of notice may be made to any officer. If the party is a partnership, notice may be given to any partner.

44. **ADDRESSES.** Each party shall supply any address changes to the other party in writing. Any party may change its address by giving notice in writing, stating its new address, to any other party. The newly designated address shall be that party's address for the purpose of all communications, demands, notices or objections permitted or required to be given or served under this lease.
45. **SUCCESSORS AND ASSIGNS.** This agreement shall be binding on and shall inure to the benefit of the parties to this agreement and their respective assigns, executors, heirs, personal representatives, and successors.
46. **SUBORDINATION.** The Tenant agrees that at the Landlord's election, this lease shall be subordinate to any land lease, mortgages or trust deeds now on or placed on the property and to any and all advances to be made thereunder, and to the interest thereon, and to all renewals, replacements and extensions thereof. The Tenant hereby appoints the Landlord as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.
47. **BROKERAGE FEES.** Each party to this lease warrants that it has not incurred any real estate brokerage fees, finders' fees, loan brokerage fees or any other fees to any third party in connection with this lease. In the event that any third party, other than those listed below, institutes legal action in any effort to recover such fees, the parties shall jointly defend such action. If a judgment is obtained against the parties jointly, the party responsible for breach of this warranty shall reimburse the other for the latter's attorney fees, court costs, expenses and share of the judgment.
48. **AMENDMENT.** No amendment of this agreement shall be valid unless it is in writing and is signed by the parties or by their duly authorized representatives, and unless it specifies the nature and extent of the amendment.
49. **SEVERABLE PROVISIONS.** Each provision, section, sentence, clause, phrase, and word of this agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this lease.
50. **ENTIRE AGREEMENT.** This agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.
51. **DUPLICATE ORIGINALS.** This agreement may be executed in several duplicate originals, but all copies shall be only one agreement.
52. **CAPTIONS, HEADINGS, OR TITLES.** All captions, headings, or titles in the paragraphs or sections of this agreement are inserted for convenience of reference only and shall not constitute a part of this agreement as a limitation of the scope of the particular paragraphs or sections to which they apply.

- 53. **WAIVER.** Any waiver by any party of a default of any other party of this agreement shall not affect or impair any right arising from any subsequent default. No custom or practice of the parties which varies from the terms of this agreement shall be a waiver of any party's right to demand exact compliance with the terms of this agreement.
- 54. **JOINT AND SEVERABLE LIABILITY.** If there is more than one person liable under this agreement, the liability of each shall be joint and several.
- 55. **NEBRASKA LAW.** This agreement shall be construed and enforced in accordance with the laws of the state of Nebraska.

Executed: _____, 2021

LANDLORD:
Mo Dough, LLC, a Nebraska limited liability company

Matthew Sehnert, managing member

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

Acknowledged before me this _____ day of _____, 2021, by Matthew Sehnert, managing member of Mo Dough, LLC a Nebraska limited liability company on behalf of the company

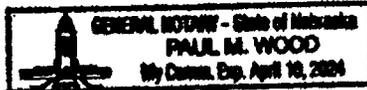
Notary Public

TENANT:
_____, LLC, a Nebraska limited liability company,

By: _____
Andrew Ambriz, *[Signature]*

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

Acknowledged before me this 25th day of June, 2021, by Andrew Ambriz, Tenant of _____, LLC, a Nebraska limited liability company, on behalf of the company.



[Signature]

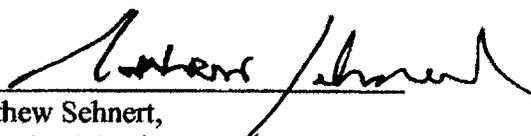
Notary Public

ASSIGNMENT OF COMMERCIAL LEASE

The undersigned on behalf of Mo Dough LLC, Landlord, under the Commercial Lease Agreement with Option to Purchase signed by Andrew Ambriz as Tenant, which Lease is dated June _____, 2021, does hereby consent to Tenant's Assignment of said Lease to Ambriz Ventures LLC, which LLC is in formation and awaiting the Certificate from the Nebraska Secretary of State, within the provision of paragraph 17 on Page 4 of said Lease.

DATED: June 25, 2021.

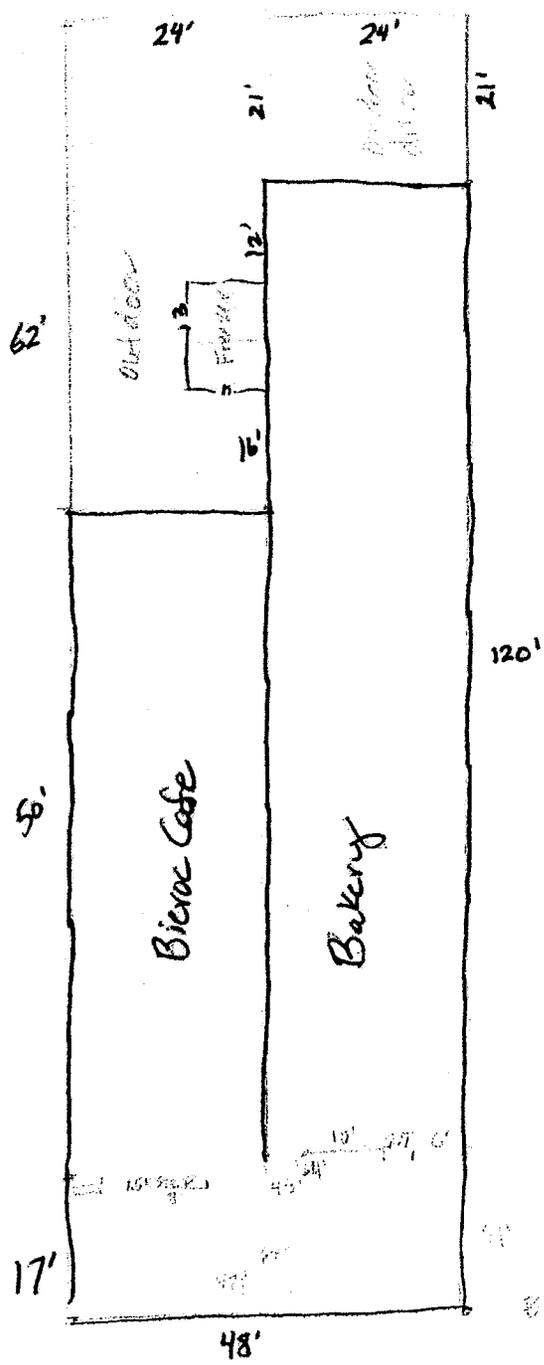
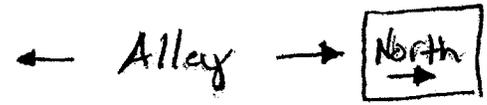
Mo Dough LLC, Landlord

By: 
Matthew Sehnert,
Managing Member

310 Norris

312 Norris

1/4" = 1 Box = 5 feet



Main Level 1/2
 Basement
 Dimensions

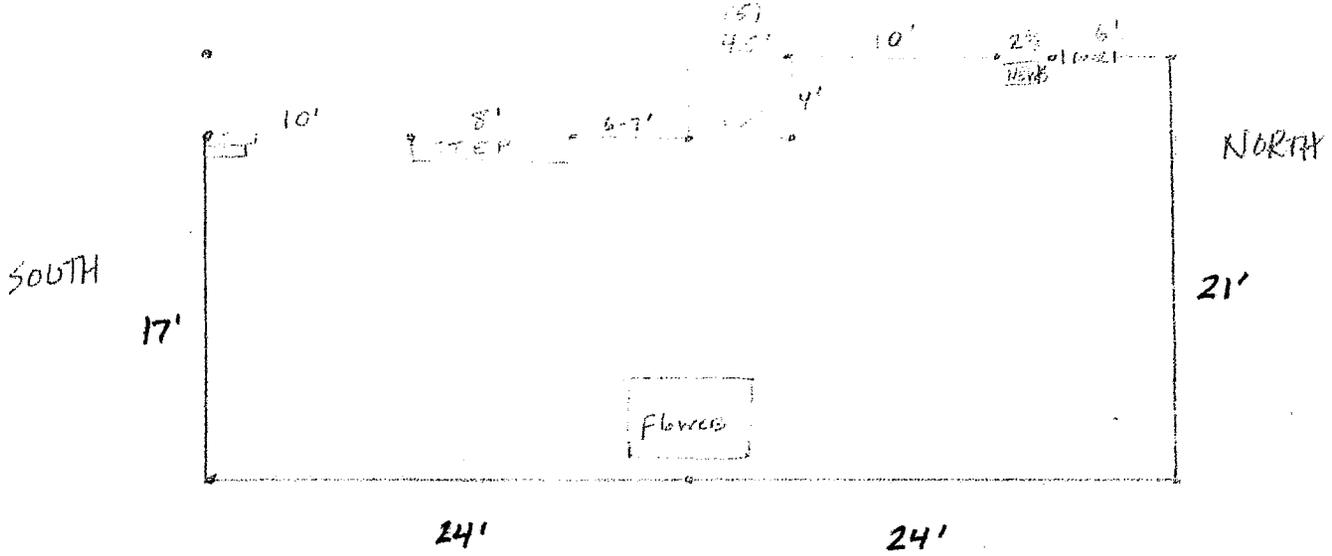
15' Bakery area
 17' Bieroc area

SIDEWALK AREA CURRENT

WEST

310 Norris

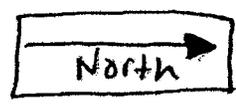
312 Norris



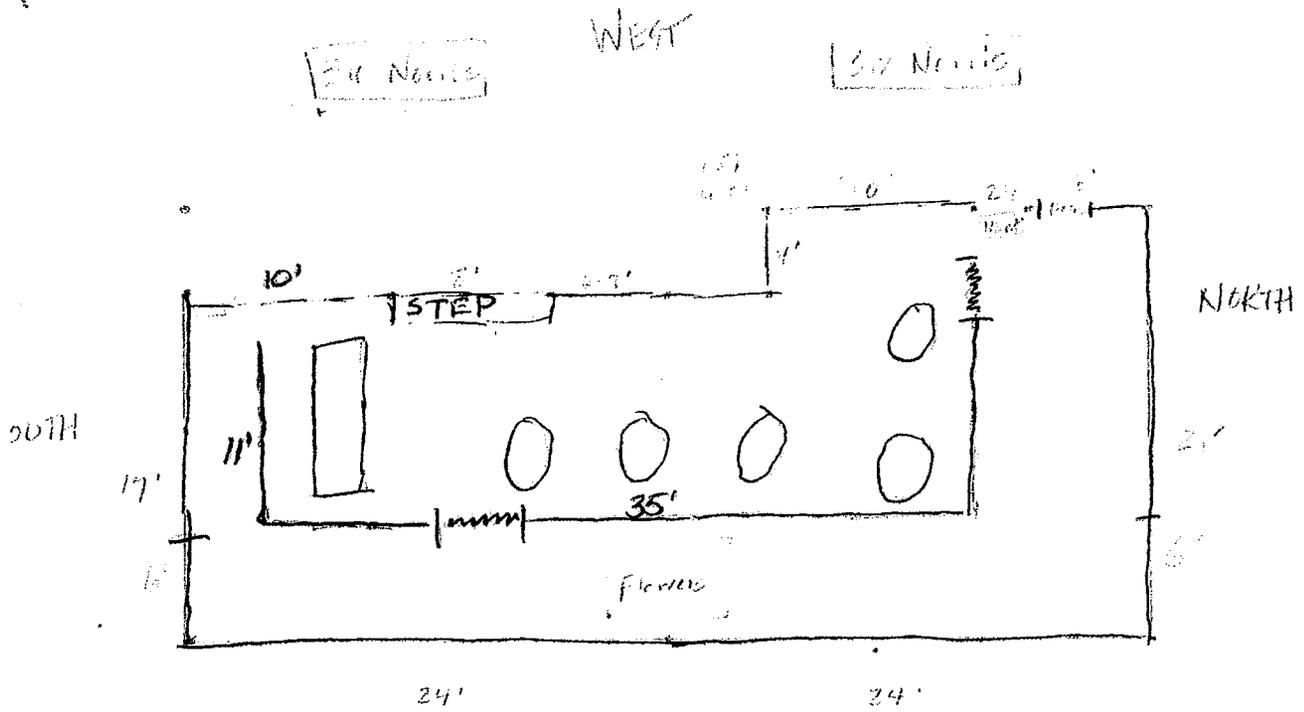
EAST

NORRIS AVENUE

Block = 2 feet



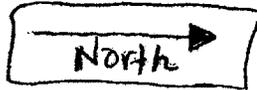
SIDEWALK WITH FENCED AREA



EAST

Block = 2 feet

NORRIS AVENUE



Fenced area sketched

Fenced in areas 11' x 35' leaving 6 feet for sidewalk pedestrian traffic

Vinyl White Fence



Black Wrought
Iron
Table



Black Wrought Iron Chair





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Universal Insurance Agency 940 South E Street Broken Bow NE 68822		CONTACT NAME: Brandi Rymearson PHONE (A/C, No, Ext): (308) 872-6438 FAX (A/C, No): (308) 872-2941 E-MAIL ADDRESS: brandir@gtagroup.com	
INSURED Ambriz Ventures Sehnerts Bakery & Bieroc Cafe 312 Norris Ave McCook NE 69001-3706		INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance NAIC # 18988 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2261339839 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	INSUR	INSO	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					39465225	08/02/2022	08/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					5346537800	08/02/2022	08/02/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Sehnerts Bakery & Bieroc Cafe
 Sidewalk Cafe
 The City of McCook is an additional insured.

CERTIFICATE HOLDER City of McCook P.O. Box 1059 McCook NE 69001		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brandi Rymearson</i>	
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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 _____, (ENTER NAME), the _____ (ENTER TITLE) of _____ (ENTER COMPANY NAME).

Notary Public

**CITY MANAGER'S REPORT
JUNE 20, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 4.C. Approve a Landfill Surface Lease Agreement between the City of McCook and Southwest Building, Inc.

BACKGROUND:

Attached to this report is a proposed Landfill Surface Lease Agreement between the City of McCook and Southwest Building, Inc (ie. "Southwest") for City Council consideration. Southwest would like to lease the old landfill property owned by the City of McCook south of the Highway 6 and 34 and Highway 83 intersection. If the lease is approved, the property will be used to display farm equipment. The property is subject to a Nebraska Department of Environment and Energy approved Post-Closure Plan, dated April 17, 1997, said Plan establishing the guidelines with respect to the conditional use of the property.

In order to satisfy the requirements of the Post-Closure Plan, the lease contemplates that Southwest will comply with all state and federal laws pertaining to occupying the surface of the capped landfill. Southwest will not be allowed to conduct activities on the property that will penetrate the landfill capping material or threaten the integrity of the landfill cap. All of the activities permitted per the lease will be conducted above the surface.

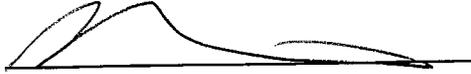
The proposed lease term is for a period of 20 years. In return for the use of the property, Southwest would pay rent to the City of McCook in the amount of \$2,000 per year, with a 3% annual escalator included. Additionally, Southwest would install a 6 foot tall chain link fence around the impound yard located to the south of the proposed lease area. The west side of the impound yard would extend a distance of 50 feet from where it presently sits, enlarging the impound area to accommodate the impounded vehicles the City of McCook's police department currently houses per state requirements.

Staff has worked with its insurance carrier (Travelers) to construct language that will protect the City of McCook's interests. Due to the unique nature of the property, the insurance language is very specific. At heart, Southwest will be responsible for any activities it conducts on the property and will insure and hold the City harmless for its actions. With respect to the City's obligations, the City of McCook will be responsible for the conditions affiliated with the Post-Closure Plan and will insure and hold harmless Southwest for any issues with respect to the subsurface/landfill.

In order to effectuate a lease, an addendum to the Post-Closure Plan was required by NDEE. W Design and Associates has submitted the addendum to NDEE for consideration. Greg Wolford of W Design and Associates has notified City staff that NDEE has approved the addendum and document finalization is currently occurring.

From a drainage perspective, W Design and Associates has conducted a study that finds there will be no more water added to properties located south of the old landfill. While the display area near the highways will contain white rock, the southern portion of the property will remain grassed.

APPROVALS:

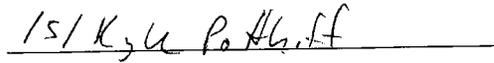


June 14, 2022

Nathan A. Schneider, City Manager

June 14, 2022

Lea Ann Doak, City Clerk



June 14, 2022

Kyle Potthoff, Public Works Director

LANDFILL LEASE AGREEMENT

This Landfill Lease Agreement is dated as of June ____, 2022 (the "Effective Date"), and is entered into by and between The City of McCook, a municipal corporation and political subdivision of the state of Nebraska, with a principal office at 505 W C St., McCook, NE 69001 (hereinafter, "Lessor"), and Southwest Building, Inc., a Nebraska corporation, with a principal office at 1101 West B Street, McCook, NE 69001 (hereinafter "Lessee") (each a "Party" and together, the "Parties").

RECITALS

WHEREAS, real property owned by Lessor which is all of the former (now capped) City of McCook's municipal landfill located in the SW ¼ of 30-3-29, Red Willow County, Nebraska (the "Property"), which Property shall be leased to Lessee in accordance with the terms and conditions of this Lease (such leased portion of the Property is the surface of the 9.20 acre tract listed as the "Easement Area 9.20 Acres" on the attached Easement Record survey, the "Premises"), which (Property and Premises) are more particularly described in the "Easement Record" survey attached as Exhibit "A"; and

WHEREAS, Lessee desires to lease the Premises for the purpose of parking/storing/displaying/selling equipment, machinery and other implements thereon;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, Lessee and Lessor hereby agree to the foregoing recitals and as follows:

1. Premises and Related Rights.

- 1.1. Subject to receipt of the first Rent payment and the terms of this Lease, Lessor hereby agrees to lease the Premises to Lessee to park/store/display/sell equipment, machinery and other implements thereon; and to construct and install such improvements, fixtures, and signage and related utilities thereon as approved by Lessor and the Nebraska Department of Environment and Energy (the "NDEE"), which said approval or consent by Lessor shall not be unreasonably withheld, conditioned, or delayed (the "Permitted Use").
- 1.2. Lessee acknowledges that the Premises is located upon, all or in part, a capped landfill, and that the capped landfill is subject to the terms and conditions of the Post-Closure Plan dated April 17, 1997 by and between the Lessor and the NDEE, which is attached hereto as Exhibit "B", and the Addendum thereto dated June ____, 2022 which is attached hereto as Exhibit "C" (together Exhibit "B" and Exhibit "C" will be referred to as "Lessor's Landfill Obligations"). Furthermore, Lessee agrees that it will comply with state and federal laws pertaining to occupying the surface of a capped landfill. Lessee agrees that, notwithstanding anything to the contrary in this Lease, it (a) shall not conduct any activities on the Premises that will, or are reasonably likely to, penetrate the

landfill capping material or otherwise threaten the integrity of the landfill cap, or (b) cause the capped landfill to be out of compliance with applicable state or federal laws.

- 1.3. Lessee shall not interfere with Lessor's use of the Property as a capped municipal landfill, and the obligations of Lessor under state and federal law in connection with the maintenance, repair, monitoring, and testing of the landfill cap and area (collectively, "Lessor Activities").
- 1.4. Lessee shall permit Lessor's entry onto the Premises in order for Lessor to conduct Lessor's annual environmental review of the Premises. In addition to Lessor's annual environmental review, Lessee shall conduct its own annual environmental review of the Premises to examine the condition of the landfill cap and Lessee shall provide copies of such environmental review to Lessor on or before July 1 of each year.

2. Rents.

- 2.1. Lessee shall pay annual rent payments to Lessor for lease of the Premises in the amount of Two Thousand Dollars (\$2,000.00) payable January 1st of each calendar year. The first lease payment shall be made at the time of executing this Lease and shall be prorated according to how many months remain in the year in which it is executed. The amount of the annual rent paid by Lessee shall automatically increase by three percent (3%) each year.
- 2.2. In addition to the rent payments described in Paragraph 2.1, Lessee shall, at its cost, install a 6 foot tall chain link fence topped with 3 strands of barbed wire around the relocated impound yard of Lessor. The Parties understand and agree that the west side of the impound yard of Lessor will be extended a distance of 50 feet from where it is presently located as of the date of the execution of this Agreement.
- 2.3. Lessee acknowledges that there is a paved sidewalk that runs through the north side of the Premises. Said public sidewalk is to remain in place. Should Lessee cause any damage to the sidewalk during the term of this Lease, Lessee agrees to repair such damage at its expense.
- 2.4. All payments becoming due under this Lease and not paid within five (5) days of when due shall bear interest at the maximum rate allowable under Nebraska law.

3. Lease Term.

- 3.1. The initial term of this Lease shall be twenty (20) years commencing on the Effective Date and ending on December 31, 2041 (an "Expiration Date"). At the expiration of the initial term, the term of this Lease shall be automatically renewed for additional terms of five (5) years each, unless either party delivers written notice to the other party at least ninety (90) days prior to any Expiration Date that this Lease is not being renewed and shall terminate on that Expiration Date.
- 3.2. Following termination of this Lease and if Lessee made any alterations to the Premises during the term(s) of the Lease, Lessee shall at Lessee's sole cost and expense, restore the Premises to as nearly as practicable its original condition prior to Lessee's alterations.

4. Access to Premises.

4.1. Lessor shall have the right to inspect the Premises upon reasonable notice to ensure Lessee's non-interference with the Post-Closure Plan and applicable state and federal law. Lessee shall not interfere with said inspections.

5. Representation and Warranties of the Parties as to Authorization and Enforceability.

5.1. Each Party represents and warrants that the execution of this Lease has been duly authorized, does not require any further consent or approval of any other person or government agency, and that this Lease constitutes a legal and valid obligation of the Parties in accordance with applicable law.

6. Representations, Warranties and Covenants of the Lessor and Lessee.

6.1. Lessor's Title to Premises. Lessor represents that it has a lawful fee simple title to the Property, including the Premises. Subject to the terms of the Lease, applicable state and federal law and so long as Lessee is not in default of the Lease, Lessor also covenants that Lessee shall have quiet enjoyment of the Premises, throughout the Lease Term. Lessor's exercise of its rights under the Lease shall not be considered a breach of the covenant of quiet enjoyment notwithstanding anything to the contrary in the Lease. Lessor may sell, assign, mortgage, pledge or otherwise alienate or encumber the Property, in whole or in part, without any approval of Lessee necessary, upon thirty (30) days' prior notice thereof to Lessee, which notice shall identify the transferee, the area of the Property to be so transferred and the proposed date of transfer. Lessor agrees that this Lease and any associated easements shall run with the Premises and survive any future transfer of all or any portion of the Property, including the Premises.

6.2. Condition of Premises. Lessor represents and warrants that to the best of Lessor's knowledge the Premises is not in violation of any federal, state, or local statute, ordinance, or regulation. Lessor further represents that to the best of Lessor's knowledge the Premises is authorized under federal, state, or local laws, regulations, and ordinances to operate as a location upon which to park/store/display/sell equipment, machinery, and other implements thereon.

7. Insurance.

7.1. General Liability/Umbrella Insurance. Lessee shall at Lessee's expense, keep in full force and effect a policy of comprehensive general liability and/or umbrella insurance with respect to the Premises and all business operated thereon, to cover bodily injury to persons and damage to tangible property of others, including use thereof. Such coverage shall apply with respect to the Premises and any business operated thereon by Lessee. The combined limit of liability of this coverage shall be not less than \$1,000,000 for injury to or death of any one person, \$2,000,000 for injury or death in any one occurrence, and not less than \$100,000 for property damage and environmental liability. Lessee shall provide proof of said insurance to Lessor at the time of executing the Lease. The Lessor shall be named as an additional insured under the Lessee's policy.

7.2. Primary and Non-Contributory. The insurance provided by the Lessee described in Paragraph 7.1 hereinabove shall apply on a primary basis to and shall not require contribution from, any insurance maintained by Lessor. Any insurance or self-insurance maintained by Lessor shall be in excess of, and shall not contribute with, the insurance provided by Lessee.

8. Liability and Indemnity.

8.1 Lessor's Indemnity. Lessor shall indemnify, defend, and hold Lessee and its officers, employees, contractors, and agents harmless from any and all losses, liabilities, damages, claims, costs, charges, demands and expenses (including reasonable attorneys' fees) and injuries (including personal injuries or death) arising from or in connection with Lessor's use, operation, maintenance, or occupancy of the subsurface portion of the Property, and any violation of governmental or environmental regulations relating to the subsurface portion of the Property, except those resulting from the negligence or willful misconduct of Lessee or Lessee's officers, employees, contractors or agents.

8.2 Lessee's Indemnity. Lessee shall indemnify, defend and hold Lessor and its officers, employees, contractors, and agents harmless from any and all losses, liabilities, damages, claims, costs, charges, demands and expenses (including reasonable attorneys' fees) and injuries (including personal injuries or death) arising from or in connection with Lessee's use, operation, maintenance or occupancy of the Premises, except those resulting from the negligence or willful misconduct of Lessor or Lessor's officers, employees, contractors or agents.

9. Assignment.

9.1 This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Lessee and Lessor and their respective successors and permitted assigns. Lessee shall not assign its interest in this Lease without the express written permission of Lessor. Provided, however, that any transfer of this Lease from Lessee by merger, consolidation or dissolution or any change in ownership or majority interest in Lessee shall not be considered an assignment of this Lease and shall not require the Lessor's consent.

10. Defaults and Remedies.

10.1 The following events shall be defaults of this Lease by Lessee ("Lessee Defaults"):

10.1.1 Lessee breaches any material term of this Lease if such breach can reasonably be cured within thirty (30) days after Lessor's notice of such breach and Lessee fails to so cure, or if such breach cannot reasonably be cured within thirty (30) days, Lessee fails to commence and diligently pursue and complete said cure within a reasonable period of time.

10.1.2 Lessee fails to timely make any payment to Lessor under this Lease unless such failure is cured within thirty (30) days.

11. Lessor Default Defined. The following events shall be defaults with respect to Lessor (each, a "Lessor Default"):

11.1.1 Lessor breaches any material term of this Lease if such breach can reasonably be cured within thirty (30) days after Lessee's notice of such breach and Lessor fails to so cure, or if such breach cannot reasonably be cured within thirty (30) days, Lessor fails to commence and diligently pursue and complete said cure within a reasonable period of time.

12. Remedies. If a Lessee Default or a Lessor Default has occurred and, where a cure period is provided above, the default is not cured within the cure period provided, the non-defaulting Party shall have, and shall be entitled to exercise, any and all remedies available to it at law or in equity, including damages, specific performance and/or the right to terminate the Lease upon notice to the defaulting party without penalty, all of which remedies shall be cumulative.

13. Notices. All Notices under this Lease shall be made in writing to the Addresses and Persons specified below. Notices shall be delivered by hand delivery, regular overnight delivery service, sent by registered or certified mail, return receipt requested. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing notice of the same in accordance with the provisions of this Section 13. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision, the receiving Party received the notice in question, and such failure has not materially prejudiced the receiving Party.

To Lessee:

Southwest Building, Inc.
Attn: Perry Case
1101 West B Street
McCook, NE 69001

To Lessor:

McCook City Clerk
505 W C St.
P.O. Box 1059
McCook, NE 69001

14. Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

15. Remedies Cumulative. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.
16. Headings. The headings in this Lease are solely for convenience and ease of reference.
17. Survival. The indemnification obligations under Sections 8 shall survive the expiration or termination of this Lease. For the avoidance of doubt, the expiration or earlier termination of this Lease shall not relieve the Parties of duties or liabilities that by their nature should survive such expiration or termination, prior to the term of the applicable statute of limitations.
18. Governing Law. This Lease is made and entered into and shall be interpreted in accordance with the applicable laws of the state of Nebraska. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of Red Willow County Nebraska.
19. Severability. Subject to the other terms of this Lease: Any term, covenant or condition in this Lease that to any extent is invalid or unenforceable in any respect in any jurisdiction shall, as to such jurisdiction, be ineffective and severable from the rest of this Lease to the extent of such invalidity or prohibition, without impairing or affecting in any way the validity of any other provision of this Lease, or of such provision in other jurisdictions. The Parties shall use good faith efforts to negotiate to replace any provision that is ineffective by operation of this Section with an effective provision that as closely as practicable corresponds to the spirit and purpose of such ineffective provision.
20. Binding Effect. This Lease and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.
21. Counterparts. This Lease may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
22. Facsimile or Electronic Delivery. This Lease may be duly executed and delivered by a Party by execution and facsimile or electronic "pdf" delivery of the signature page of a counterpart to the other Party.
23. Entire Lease. This Lease represents the full and complete agreement between the Parties hereto with respect to the lease of the Premises and supersedes all prior written or oral negotiations, representations, communications and agreements between said Parties with respect to the lease of the Premises to Lessee. This Lease may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee

each acknowledge that in executing this Lease that party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

24. Force Majeure. A "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Lease, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party, and such Party was unable to overcome such act or event with the exercise of due diligence. A Party claiming a Force Majeure Event shall not be considered in breach of this Lease or liable for any delay or failure to comply with the Lease, if and to the extent that such delay or failure is attributable to the occurrence of such Force Majeure Event; provided that the Party claiming relief shall promptly notify the other Party in writing of the existence of the Force Majeure Event, exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, and resume performance of its obligations hereunder as soon as practicable thereafter.
25. Subordination to Existing Leases, Easements and Rights of Way. Lessee acknowledges and understands that this Lease and all rights of Lessee hereunder are subject and subordinate to all easements, rights of way, declarations, restrictions and other matters of record existing as of the Effective Date. Lessor reserves the right to grant additional leases, easements, leases or rights of way, whether recorded or unrecorded, as may be necessary, subject to Lessee's right of quiet enjoyment under Section 6.1, provided, however, that notwithstanding such right of Lessee or anything to the contrary in this Lease, Lessor may continue to undertake Lessor Activities and do all such things as may be required by state and/or federal law and all Post-Closure Plan requirements.

IN WITNESS WHEREOF, the Parties have executed this Lease under seal as of the Effective Date.

LESSOR:

City of McCook Nebraska

By: _____
Name: Michael Gonzales
Title: Mayor
Date of Execution: _____

LESSEE:

Southwest Building, Inc.

By: _____
Name: Perry A. Case
Title: President
Date of Execution: _____

EASEMENT RECORD

P.O.B.
WEST 1/4 CORNER
SEC. 30-T3N-R29W
FOUND BRASS CAP

EASEMENT DESCRIPTION:

AN EASEMENT LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THIRTY (30), TOWNSHIP THREE (3) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 6TH P.M., RED WILLOW COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 (WEST 1/4 CORNER) OF SAID SECTION 30 AND THIS BEING THE POINT OF BEGINNING THENCE S87°02'30"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SOUTHWEST 1/4 AND BEING THE SOUTH RIGHT OF WAY S64°51'43"E A DISTANCE OF 333.21 FEET TO THE WEST LINE OF TRACT B AND 713. THENCE S07°27'29"W ON SAID WEST LINE A DISTANCE OF 309.69 FEET THENCE N77°47'33.8"W A DISTANCE OF 525.61 FEET, THENCE N89°48'26.8"W A DISTANCE OF 509.72 FEET, THENCE N00°11'47.9"W A DISTANCE OF 232.34 FEET THENCE N89°48'44.34"W A DISTANCE OF 150.00 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4, THENCE N00°11'48"E ON SAID WEST LINE A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, CONTAINING 14.57 ACRES MORE OR LESS.

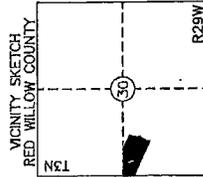
GPS PROJECT # 090-2021
SHEET 1 OF 1

- LEGEND :
- M- MEASURED DISTANCE
 - R- RECORD DISTANCE
 - G- GOVERNMENT DISTANCE
 - P- PLATTED DISTANCE
 - D- DEED DISTANCE
 - C- FOUND CORNER
 - () CALCULATED POINT
 - SET 5/8" X 24" REBAR WITH BLUE LS-783 CAP UNLESS NOTED OTHERWISE

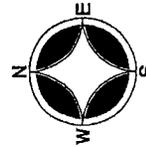
SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAN OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, COMPLETED ON OCTOBER 29TH, 2021.

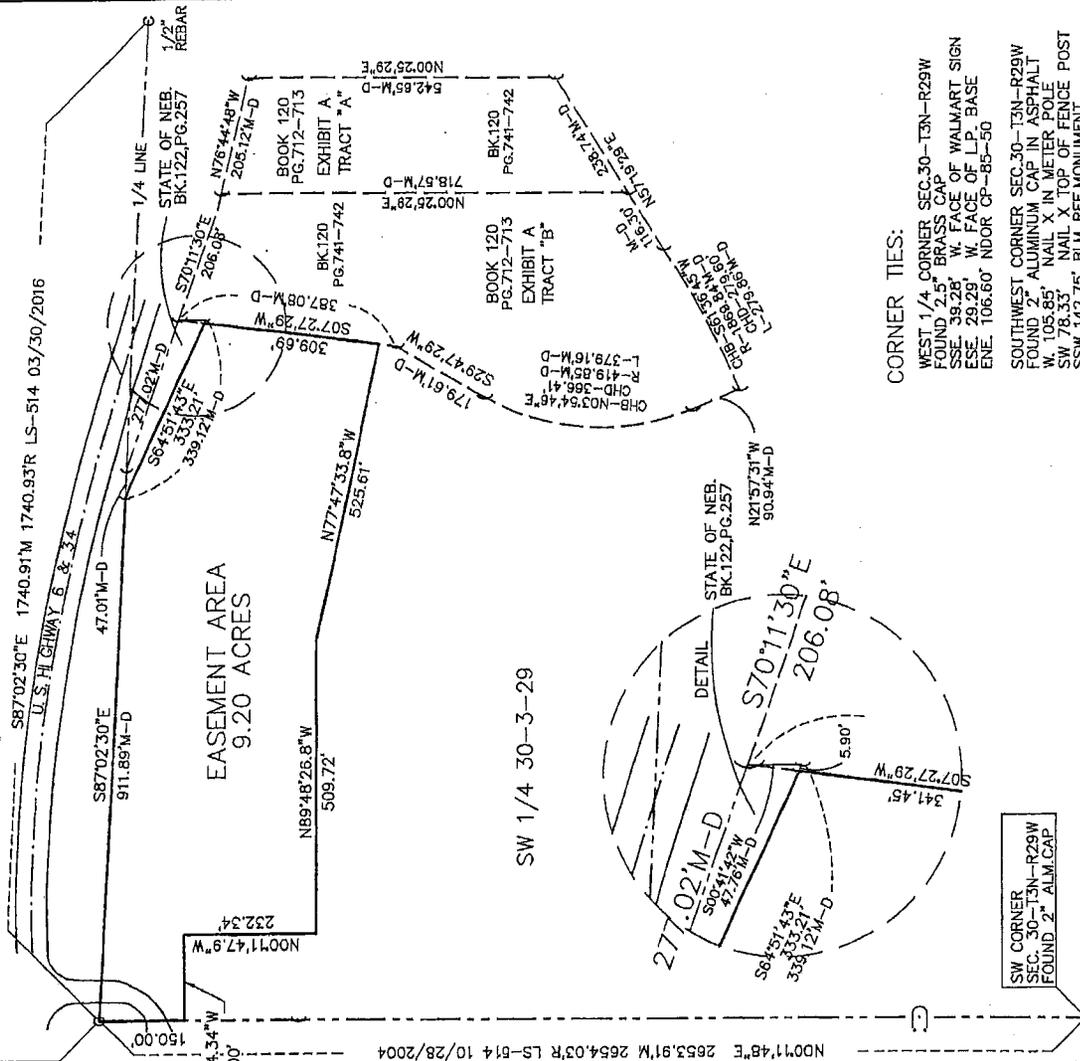
JOSHUA E. GRUMMERT | LS-783
GRUMMERT PROFESSIONAL SERVICES, LLC
2837 WEST HIGHWAY 6, SUITE 206, HASTINGS, NE 68901
PHONE 402-879-5701 EMAIL jgrummert@yahoo.com
WEBSITE www.grummersurveying.com



SEAL



ASSUMED BEARINGS
GROUND DISTANCES
SCALE: 1"=200'



CORNER TIES:

- WEST 1/4 CORNER SEC. 30-T3N-R29W FOUND 2.5" BRASS CAP
- SSE- 39.28' W. FACE OF WALMART SIGN
- ESE- 29.29' W. FACE OF L.P. BASE
- ENE- 106.60' N.DOR C'-88-50
- SOUTHWEST CORNER SEC. 30-T3N-R29W FOUND 2" ALUMINUM CAP IN ASPHALT
- W. 05.85' NAIL X IN FENCE POLE
- SW 78.33' NAIL X TOP OF FENCE POST
- SSW 142.75' BLM REF. MONUMENT

EXHIBIT "A"

PAGE(S) - 1

SECTION VI - CLOSURE & POST CLOSURE

CLOSURE PLAN

FINAL COVER

The plan for final cover is shown in the Appendix on Drawing C-2. The first item to note is that there is no Flexible Membrane Liner (FML) specified. With the absence of a bottom liner and the semi-arid climate, the need for this liner is eliminated. Further, with the absence of a FML top liner, the need for a methane gas collection system is eliminated.

Southwest Nebraska is considered a semi-arid region. The average annual rainfall is 20 in./yr. and the average annual lake evaporation is 53 in./yr. A leachate generation computation was conducted on the landfill, and is included in the back of Section V. This computation indicates that no leachate will be generated.

The infiltration layer will be 18" of the Peorian Loess, found on the site. Based on two undisturbed permeability tests run in the soil survey, this soil will meet the 1×10^{-5} cm/sec permeability in its natural state. A Standard Proctor Density (ASTM D-698) run by the Dept. of Roads and included in the Appendix shows a maximum density of 1.63 gm/cc or 101.75 pcf. The first undisturbed permeability, taken at the lower end of the Landfill, shows that at 97 pcf, or 95% of Standard Proctor density the permeability is 3.08×10^{-6} cm/sec. The second, taken at the upper end, shows that at 76 pcf or 75% of Standard Proctor density the permeability is 5.27×10^{-4} cm/sec.

In Addition, The City retained Geotechnical Services Inc. of Grand Island to complete a "Daniels" procedure on the soil to be used for the infiltration layer. The full report was previously submitted to the NDEQ. A copy of the moisture/density "Acceptable Zone" chart is included in the Quality Assurance Plan in Section III.

During construction, quality assurance will be required to ensure that the density is achieved throughout the infiltration layer, that there is sufficient moisture at all times in the lifts to prevent cracking or damage to the infiltration layer, and that the layers are protected during periods of construction shutdown. Since the City will be placing the final cover with its own forces, the City will hire independent inspectors to assure construction quality. A Construction Quality Assurance Plan is included in Section III.

EXHIBIT "B"

PAGE(S) - 5

The erosion layer will consist of 18" of soil. There will be no compaction requirements for this material. Since there is no organic soil located on the landfill, the City has two choices in obtaining material for the erosion layer. The first would be to purchase topsoil and truck the material on site. The second would be to make the soil by mixing compost with the existing Peorian Loess found on site. The City has chosen the second alternative because of the cost benefit and because the implementation of a composting program will reduce the waste stream and increase the life of the landfill. A discussion of the composting program is found in Section 4. The initial location of the composting area is shown on Drawing C-1 in the Appendix.

The City will "make" the erosion layer by first placing a full 18" of native soil over the infiltration layer. They will then spread 2" to 4" of compost over the layer and disc it into the top 6" prior to seeding.

The erosion layer will be seeded with a mixture of native grass with root depths less than 18" and yet resistant to the local weather conditions. A proposed seed mixture was obtained from the local SCS Office. It is:

Western Wheatgrass	10.5 lbs./ac.
Sideoats Grama	6.0 lbs./ac.
Blue Grama	0.5 lbs./ac.

All application rates are in Pure Live Seed.

As shown on Drawings C-5 and C-6 in the Appendix, the minimum final cover slope to promote good drainage will be 2%. In addition, the maximum final cover slope to prevent erosion will be 20%.

ACCESS CONTROL

Until closure is 100% complete and the grass cover is solidly established, access to the landfill will be entirely controlled. After that time, the site may be used as a green area, or an equipment storage lot as the original landfill now is used. Access then will be controlled by trees, the Highway ditch on the north, lack of a drive and signs.

DEED NOTATION

The City of McCook has already inserted a notation in the Red Willow County Property Register that this site is a municipal solid waste landfill. Any future title search done on this property will readily establish that fact.

SCHEDULE OF CLOSURE

The City of McCook will complete closure with its own forces. All closure operations will be completed within 180 days of the last receipt of waste. Without special written permission from the NDEQ, this facility will stop receiving wastes on or before September 1, 1996.

VOLUME COMPUTATION

CELL NO.	AREA (ACRES)	REMAINING VOLUME (CU.YDS.)
1	16.15*	25,000

* This area includes 5 acres of roads, buildings and parking which will not receive waste. Therefore, the total area requiring final cover is 25.8 Acres.

GROUNDWATER MONITORING, LEACHATE AND GAS MONITORING

No additional gas monitoring system will be installed and gas monitoring will be in accordance with the Plan presented in Section IV. Groundwater monitoring will be done with six monitoring wells in accordance with the Plans for that system included in Section V.

POST CLOSURE PLAN

INSPECTION, MAINTENANCE, AND MONITORING

The City of McCook will conduct a recorded inspection of the Landfill cover during the month of April for 30 years after final closure. This inspection shall be conducted by the Director of Public Works. Any erosion or damage shall be repaired immediately by returning the depth of the erosion layer to a full 18" and the areas reseeded. Any seeding shall be done between May 15th and June 1st or September 15th and October 15th. Any repairs required will be done in accordance with the QA/QC Plan outlined in Section III.

Groundwater monitoring of the monitoring wells will be conducted semi-annually by qualified personnel in accordance with Sampling and Analysis Plan and the Groundwater Monitoring Plan on Page V-10. Methane gas monitoring will be conducted in accordance with the Methane Gas Monitoring Plan on Page IV-22.

MOWING, WEED AND TREE CONTROL

Mowing of the site shall be done on an as-needed basis to keep the site neat and the cover grasses healthy. Extreme care shall be taken to not mow the site too closely and damage the grass.

Weeds may be controlled by either mowing or spraying. All herbicides applied shall be in strict accordance with the label instructions.

No trees shall be allowed to grow on the closed landfill. Saplings shall be killed immediately through mowing, cutting, herbicides or a combination of all three.

RODENT CONTROL

During inspections City Personnel shall look for the presence of rodents or other burrowing animals which could damage the cover. Any such animals found shall be eliminated as soon as practical and all damage caused by the animals repaired.

MONITORING WELL MAINTENANCE

The design life of the groundwater and methane gas monitoring wells is about 20 years. While it is conceivable that these wells will last through the 30 year post-closure period, this is not likely. During the annual inspection and during each sampling event, the condition of the wells will be inspected. These wells shall be repaired and/or replaced as necessary.

SILT TRAP MAINTENANCE

The City shall maintain in working order the two silt traps until the vegetation on the final cover has been well established.

SITE ACCESS

The north fence along Highway 6 & 34 shall be removed in March of 1997. No access from the Highway will be allowed and the City shall post clearly visible "No Trespassing" signs along the highway. It is important to keep the site closed to vehicular traffic so as not to damage the vegetation over the cover.

CONTACT PERSON

The contact person during post closure will be:
Marty Conroy, Public Works Director
City of McCook
P.O. Box 1059
McCook, NE 69001

PROPERTY USE PLANS

The site will be used as:

1. A green area

**Post-Closure Plan Addendum
McCook Landfill
June 10, 2022
Revised June 15, 2022**

General: This is an addendum to the McCook Landfill Post-Closure Plan dated April 17, 1997 and pertains to the leased area shown in the attached Figure 1.

Purpose: The City of McCook intends to lease a portion of the old McCook Landfill for display of agricultural equipment by the adjoining dealership, Akrs Equipment. The lease for this area will be with Southwest Building, Inc., the holding company for the Akrs Equipment McCook location. This addendum defines the requirements for lessee to utilize this area as an equipment display lot.

The provisions detailed in this addendum pertain only to the leased area as shown on Figure 1 and are in addition to the provisions in the original Post-Closure plan dated April 17, 1997. All provisions of that original post-closure plan will remain effective for the leased area.

Addendum Provisions

1. No activities of the lessee shall disturb the existing landfill cap. Any grading required for roads and display areas over the landfill cap shall be accomplished by fill only. All placement of rock for display areas shall be done on top of the ground with no excavation.
2. Equipment shall be displayed on the rock areas only and the grass areas shall be maintained as buffer strips for stormwater runoff. Any erosion in the grass buffer areas shall be filled and re-seeded by the lessee.
3. Rock surfacing shall be a minimum of 4" thick and maintained through grading. If any settlement occurs in the rock surfacing it shall be repaired by adding additional rock surfacing.
4. Repairs of any erosion in the leased area shall be completed as promptly as feasible and in no case more that 30 days after discovery.
5. The lessee shall not disturb monitoring well U-1 located in the northwest corner of the leased area. The City of McCook will have access to the well for groundwater monitoring as needed.
6. The lease area shall be maintained in such a manner so as to ensure that no stormwater ponding occurs on the area.
7. The purpose of this display area is for the lessee's customers only. As such the lessee shall place a sign at the new west entrance and at the east entrance to the landfill area which states: "Private Property, Akrs Equipment Employees and Customers Only. Trespassers Will be Prosecuted." In addition, the lessee shall place two steel bollards with a cable of sufficient length to block the west entrance should the need arise. The gate will be closed on an "as needed basis" as determined by the lessee.

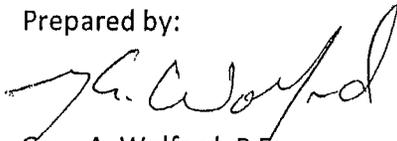
EXHIBIT "C"

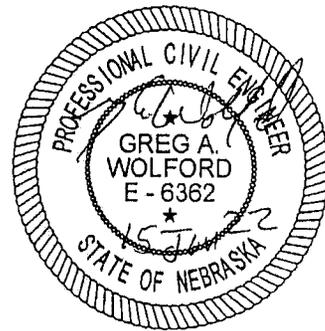
8. The lessee shall erect and maintain a fence consisting of steel tee posts and a single strand of wire along the south and west sides of the leased area to delineate the southern edge of the leased property and the limits of the lessee's maintenance.
9. The City of McCook will continue to maintain the post closure landfill records for the lease area in accordance with Title 132.

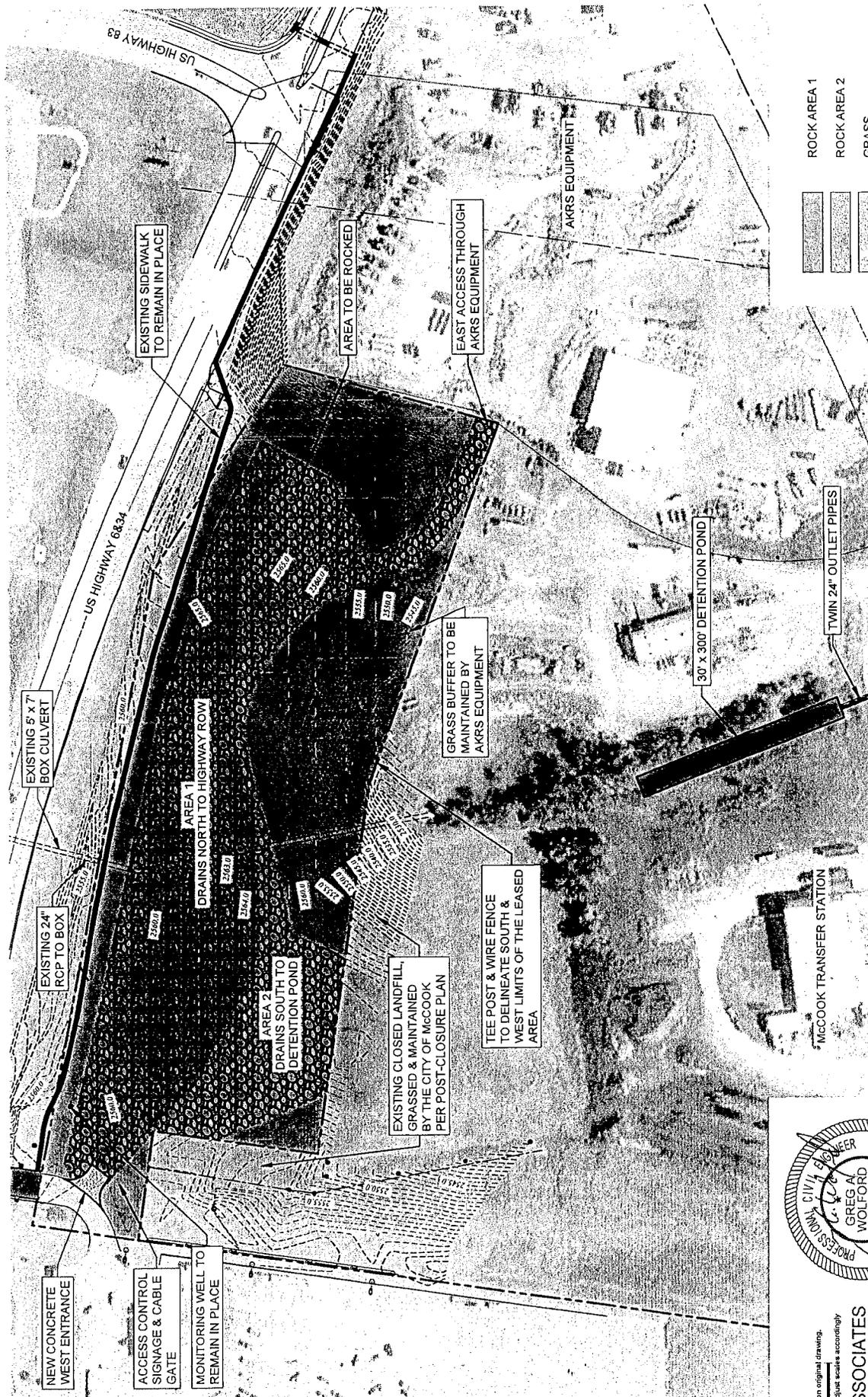
Attachments:

1. Figure 1 – Topographical Map of Lease Area
2. Lease Agreement
3. Inspection Checklist

Prepared by:


Greg A. Wolford, P.E.



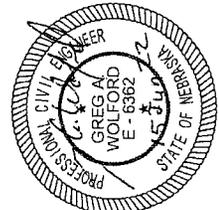


- ROCK AREA 1
- ROCK AREA 2
- GRASS
- DETENTION POND

AKRS LANDFILL LEASE SITE PLAN

McCOOK, NE

NOT TO SCALE



WALMART

DESIGN ASSOCIATES
 300 W. 26TH STREET, SUITE 100A, DUBLINO, NE 68001
 TEL: 402.486.1234 FAX: 402.486.1235
 WWW.DESIGNASSOCIATES.COM

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NORTH

This bar is one inch long on original drawing.
 If not one inch on this sheet, refer scales accordingly.

EXISTING 5' x 7' BOX CULVERT

EXISTING 24" RCP TO BOX

NEW CONCRETE WEST ENTRANCE

ACCESS CONTROL SIGNAGE & CABLE GATE

MONITORING WELL TO REMAIN IN PLACE

AREA 1 DRAINS NORTH TO HIGHWAY ROW

AREA 2 DRAINS SOUTH TO DETENTION POND

EXISTING CLOSED LANDFILL GRASS & MAINTAINED BY THE CITY OF McCOOK PER POST-CLOSURE PLAN

TEE POST & WIRE FENCE TO DELINEATE SOUTH & WEST LIMITS OF THE LEASED AREA

GRASS BUFFER TO BE MAINTAINED BY AKRS EQUIPMENT

AREA TO BE ROCKED

EAST ACCESS THROUGH AKRS EQUIPMENT

30' x 300' DETENTION POND

TWIN 24" OUTLET PIPES

McCOOK TRANSFER STATION

AKRS EQUIPMENT

US HIGHWAY 83

US HIGHWAY 6834

LANDFILL SURFACE LEASE AGREEMENT

This Landfill Surface Lease Agreement is dated as of April ____, 2022 (the "Effective Date"), and is entered into by and between The City of McCook, a municipal corporation and political subdivision of the state of Nebraska, with a principal office at 505 W C St., McCook, NE 69001 (hereinafter, "Lessor"), and Southwest Building, Inc., a Nebraska corporation, with a principal office at 1101 West B Street, McCook, NE 69001 (hereinafter "Lessee") (each a "Party" and together, the "Parties").

RECITALS

WHEREAS, real property owned by Lessor which is all of the former (now capped) City of McCook's municipal landfill located in the SW ¼ of 30-3-29, Red Willow County, Nebraska (the "Property"), the surface of a portion of which Property shall be leased to Lessee in accordance with the terms and conditions of this Lease (such leased portion of the Property is the surface of the 9.20 acre tract listed as the "Easement Area 9.20 Acres" on the attached Easement Record survey, the "Premises"), which (Property and Premises) are more particularly described in the "Easement Record" survey attached as Exhibit "A"; and

WHEREAS, Lessee desires to lease the Premises for the purpose of parking/storing/displaying/selling equipment, machinery and other implements thereon;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, Lessee and Lessor hereby agree to the foregoing recitals and as follows:

1. Premises and Related Rights.

- 1.1. Subject to receipt of the first Rent payment and the terms of this Lease, Lessor hereby agrees to lease the Premises to Lessee to park/store/display/sell equipment, machinery and other implements thereon; and to construct and install such improvements, fixtures, and signage and related utilities thereon as approved by Lessor, which said approval or consent by Lessor shall not be unreasonably withheld, conditioned, or delayed (the "Permitted Use").
- 1.2. Lessee acknowledges that the Premises is located upon, all or in part, a capped landfill, and that the capped landfill is subject to the terms and conditions of the Post-Closure Plan dated April 17, 1997 by and between the Lessor and the Nebraska Department of Energy and Environment (the "NDEE"), which is attached hereto as Exhibit "B", and the capped landfill is subject to the terms and conditions contained in the letter from NDEE to McCook dated January 4, 2022 which is attached hereto as Exhibit "C" (together Exhibit "B" and Exhibit "C" will be referred to as "Lessor's Landfill Obligations"). Furthermore, Lessee agrees that it will comply with state and federal laws pertaining to occupying the surface of a capped landfill. Lessee agrees that, notwithstanding anything to the contrary in this Lease, it (a) shall not conduct any activities on the Premises that will, or are reasonably likely to, penetrate the landfill capping material or otherwise threaten the

integrity of the landfill cap, or (b) cause the capped landfill to be out of compliance with applicable state or federal laws.

- 1.3. Lessee's lease of the Premises is solely and exclusively a surface lease granting unto Lessee the right to occupy and use the surface and Lessee has no rights in nor obligations pertaining to the subsurface portion of the Property. Lessor retains all rights in and obligations pertaining to the subsurface portion of the Property and Lessee shall not interfere with Lessor's Landfill Obligations nor cause a breach of any of Lessor's Landfill Obligations by reason of its actions under this Agreement.
 - 1.4. Lessee shall not interfere with Lessor's use of the Property as a capped municipal landfill, and the obligations of Lessor under state and federal law in connection with the maintenance, repair, monitoring, and testing of the landfill cap and area (collectively, "Lessor Activities").
 - 1.5. Lessee shall permit Lessor's entry onto the Premises in order for Lessor to conduct Lessor's annual environmental review of the Premises. In addition to Lessor's annual environmental review, Lessee shall conduct its own annual environmental review of the Premises to examine the condition of the landfill cap and Lessee shall provide copies of such environmental review to Lessor on or before July 1 of each year.
2. Rents.
- 2.1. Lessee shall pay annual rent payments to Lessor for lease of the Premises in the amount of Two Thousand Dollars (\$2,000.00) payable January 1st of each calendar year. The first lease payment shall be made at the time of executing this Lease and shall be prorated according to how many months remain in the year in which it is executed. The amount of the annual rent paid by Lessee shall automatically increase by three percent (3%) each year.
 - 2.2. In addition to the rent payments described in Paragraph 2.1, Lessee shall, at its cost, install a 6 foot tall chain link fence topped with 3 strands of barbed wire around the relocated impound yard of Lessor. The Parties understand and agree that the west side of the impound yard of Lessor will be extended a distance of 50 feet from where it is presently located as of the date of the execution of this Agreement.
 - 2.3. Lessee acknowledges that there is a paved sidewalk that runs through the north side of the Premises. Said public sidewalk is to remain in place. Should Lessee cause any damage to the sidewalk during the term of this Lease, Lessee agrees to repair such damage at its expense.
 - 2.4. All payments becoming due under this Lease and not paid within five (5) days of when due shall bear interest at the maximum rate allowable under Nebraska law.
3. Lease Term.
- 3.1. The initial term of this Lease shall be twenty (20) years commencing on the Effective Date and ending on December 31, 2041 (an "Expiration Date"). At the expiration of the initial term, the term of this Lease shall be automatically renewed for additional terms of five (5) years each, unless either party delivers written notice to the other party at least

ninety (90) days prior to any Expiration Date that this Lease is not being renewed and shall terminate on that Expiration Date.

- 3.2. Following termination of this Lease and if Lessee made any alterations to the Premises during the term(s) of the Lease, Lessee shall at Lessee's sole cost and expense, restore the Premises to as nearly as practicable its original condition prior to Lessee's alterations.
4. Access to Premises.
 - 4.1. Lessor shall have the right to inspect the Premises upon reasonable notice to ensure Lessee's non-interference with the Post-Closure Plan and applicable state and federal law. Lessee shall not interfere with said inspections.
5. Representation and Warranties of the Parties as to Authorization and Enforceability.
 - 5.1. Each Party represents and warrants that the execution of this Lease has been duly authorized, does not require any further consent or approval of any other person or government agency, and that this Lease constitutes a legal and valid obligation of the Parties in accordance with applicable law.
6. Representations, Warranties and Covenants of the Lessor and Lessee.
 - 6.1. Lessor's Title to Premises. Lessor represents that it has a lawful fee simple title to the Property, including the Premises. Subject to the terms of the Lease, applicable state and federal law and so long as Lessee is not in default of the Lease, Lessor also covenants that Lessee shall have quiet enjoyment of the Premises, throughout the Lease Term. Lessor's exercise of its rights under the Lease shall not be considered a breach of the covenant of quiet enjoyment notwithstanding anything to the contrary in the Lease. Lessor may sell, assign, mortgage, pledge or otherwise alienate or encumber the Property, in whole or in part, without any approval of Lessee necessary, upon thirty (30) days' prior notice thereof to Lessee, which notice shall identify the transferee, the area of the Property to be so transferred and the proposed date of transfer. Lessor agrees that this Lease and any associated easements shall run with the Premises and survive any future transfer of all or any portion of the Property, including the Premises.
 - 6.2. Condition of Premises. Lessor represents and warrants that to the best of Lessor's knowledge the Premises is not in violation of any federal, state, or local statute, ordinance, or regulation. Lessor further represents that to the best of Lessor's knowledge the Premises is authorized under federal, state, or local laws, regulations, and ordinances to operate as a location upon which to park/store/display/sell equipment, machinery, and other implements thereon.
7. Insurance.
 - 7.1. General Liability/Umbrella Insurance. Lessee shall at Lessee's expense, keep in full force and effect a policy of comprehensive general liability and/or umbrella insurance with respect to the Premises and all business operated thereon, to cover bodily injury to persons and damage to tangible property of others, including use thereof. Such coverage shall apply with respect to the Premises and any business operated thereon by Lessee. The combined limit of liability of this coverage shall be not less than \$1,000,000 for injury to

or death of any one person, \$2,000,000 for injury or death in any one occurrence, and not less than \$100,000 for property damage and environmental liability. Lessee shall provide proof of said insurance to Lessor at the time of executing the Lease. The Lessor shall be named as an additional insured under the Lessee's policy.

8. Liability and Indemnity.

8.1 Lessor's Indemnity. Lessor shall indemnify, defend, and hold Lessee and its officers, employees, contractors, and agents harmless from any and all losses, liabilities, damages, claims, costs, charges, demands and expenses (including reasonable attorneys' fees) and injuries (including personal injuries or death) arising from or in connection with Lessor's use, operation, maintenance, or occupancy of the subsurface portion of the Property, and any violation of governmental or environmental regulations relating to the subsurface portion of the Property, except those resulting from the negligence or willful misconduct of Lessee or Lessee's officers, employees, contractors or agents.

8.2 Lessee's Indemnity. Lessee shall indemnify, defend and hold Lessor and its officers, employees, contractors, and agents harmless from any and all losses, liabilities, damages, claims, costs, charges, demands and expenses (including reasonable attorneys' fees) and injuries (including personal injuries or death) arising from or in connection with Lessee's use, operation, maintenance or occupancy of the Premises, except those resulting from the negligence or willful misconduct of Lessor or Lessor's officers, employees, contractors or agents.

9. Assignment.

9.1 This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Lessee and Lessor and their respective successors and permitted assigns. Lessee shall not assign its interest in this Lease without the express written permission of Lessor. Provided, however, that any transfer of this Lease from Lessee by merger, consolidation or dissolution or any change in ownership or majority interest in Lessee shall not be considered an assignment of this Lease and shall not require the Lessor's consent.

10. Defaults and Remedies.

10.1 The following events shall be defaults of this Lease by Lessee ("Lessee Defaults"):

10.1.1 Lessee breaches any material term of this Lease if such breach can reasonably be cured within thirty (30) days after Lessor's notice of such breach and Lessee fails to so cure, or if such breach cannot reasonably be cured within thirty (30) days, Lessee fails to commence and diligently pursue and complete said cure within a reasonable period of time.

10.1.2 Lessee fails to timely make any payment to Lessor under this Lease unless such failure is cured within thirty (30) days.

11. Lessor Default Defined. The following events shall be defaults with respect to Lessor (each, a "Lessor Default"):

11.1.1 Lessor breaches any material term of this Lease if such breach can reasonably be cured within thirty (30) days after Lessee's notice of such breach and Lessor fails to so cure, or if such breach cannot reasonably be cured within thirty (30) days, Lessor fails to commence and diligently pursue and complete said cure within a reasonable period of time.

12. Remedies. If a Lessee Default or a Lessor Default has occurred and, where a cure period is provided above, the default is not cured within the cure period provided, the non-defaulting Party shall have, and shall be entitled to exercise, any and all remedies available to it at law or in equity, including damages, specific performance and/or the right to terminate the Lease upon notice to the defaulting party without penalty, all of which remedies shall be cumulative.

13. Notices. All Notices under this Lease shall be made in writing to the Addresses and Persons specified below. Notices shall be delivered by hand delivery, regular overnight delivery service, sent by registered or certified mail, return receipt requested. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing notice of the same in accordance with the provisions of this Section 13. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision, the receiving Party received the notice in question, and such failure has not materially prejudiced the receiving Party.

To Lessee:

Southwest Building, Inc.
Attn: Perry Case
1101 West B Street
McCook, NE 69001

To Lessor:

McCook City Clerk
505 W C St.
P.O. Box 1059
McCook, NE 69001

14. Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

15. Remedies Cumulative. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.
16. Headings. The headings in this Lease are solely for convenience and ease of reference.
17. Survival. The indemnification obligations under Sections 8 shall survive the expiration or termination of this Lease. For the avoidance of doubt, the expiration or earlier termination of this Lease shall not relieve the Parties of duties or liabilities that by their nature should survive such expiration or termination, prior to the term of the applicable statute of limitations.
18. Governing Law. This Lease is made and entered into and shall be interpreted in accordance with the applicable laws of the state of Nebraska. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of Red Willow County Nebraska.
19. Severability. Subject to the other terms of this Lease: Any term, covenant or condition in this Lease that to any extent is invalid or unenforceable in any respect in any jurisdiction shall, as to such jurisdiction, be ineffective and severable from the rest of this Lease to the extent of such invalidity or prohibition, without impairing or affecting in any way the validity of any other provision of this Lease, or of such provision in other jurisdictions. The Parties shall use good faith efforts to negotiate to replace any provision that is ineffective by operation of this Section with an effective provision that as closely as practicable corresponds to the spirit and purpose of such ineffective provision.
20. Binding Effect. This Lease and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.
21. Counterparts. This Lease may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
22. Facsimile or Electronic Delivery. This Lease may be duly executed and delivered by a Party by execution and facsimile or electronic "pdf" delivery of the signature page of a counterpart to the other Party.
23. Entire Lease. This Lease represents the full and complete agreement between the Parties hereto with respect to the lease of the Premises and supersedes all prior written or oral negotiations, representations, communications and agreements between said Parties with respect to the lease of the Premises to Lessee. This Lease may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that

in executing this Lease that party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

24. Force Majeure. A "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Lease, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party, and such Party was unable to overcome such act or event with the exercise of due diligence. A Party claiming a Force Majeure Event shall not be considered in breach of this Lease or liable for any delay or failure to comply with the Lease, if and to the extent that such delay or failure is attributable to the occurrence of such Force Majeure Event; provided that the Party claiming relief shall promptly notify the other Party in writing of the existence of the Force Majeure Event, exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, and resume performance of its obligations hereunder as soon as practicable thereafter.
25. Subordination to Existing Leases, Easements and Rights of Way. Lessee acknowledges and understands that this Lease and all rights of Lessee hereunder are subject and subordinate to all easements, rights of way, declarations, restrictions and other matters of record existing as of the Effective Date. Lessor reserves the right to grant additional leases, easements, leases or rights of way, whether recorded or unrecorded, as may be necessary, subject to Lessee's right of quiet enjoyment under Section 6.1, provided, however, that notwithstanding such right of Lessee or anything to the contrary in this Lease, Lessor may continue to undertake Lessor Activities and do all such things as may be required by state and/or federal law and all Post-Closure Plan requirements.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Lease under seal as of the Effective Date.

LESSOR:

City of McCook Nebraska

By: _____
Name: Michael Gonzales
Title: Mayor
Date of Execution: _____

LESSEE:

Southwest Building, Inc.

By: _____
Name: Perry A. Case
Title: President
Date of Execution: _____

Exhibit "A"

[Copy of Property and Premises Description]

Exhibit "B"

[Post-Closure Plan dated April 17, 1997]

Exhibit "C"

[NDEE Letter dated January 4, 2022]

**Old McCook Landfill
Work Report
Equipment Display Area Lease**

Date _____

Inspector _____

Issue:

Description of Work Completed:

Date Work Completed:

