

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, March 4, 2024
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Jeff Donelan, Evangelical Free Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.

2. 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 February 19, 2024 regular City Council meeting.

B. Receive and file the confirmation of an emergency purchase of one used 2016 Freightliner semi tractor for the Transfer Station, at a cost of \$45,000.00, due to major breakdowns of our backup semis and a temporary breakdown of our newest semi, leaving one semi to haul trash to J Bar J Landfill.

C. Approve the Second Amendment to the Airport Land Agricultural Farm Leases with the Meyers Brothers and authorize the Mayor to sign.

D. Approve an agreement with the McCook Economic Development Corporation assigning financial responsibility for the McCook Business Park Phase II Sanitary Sewer and Water Main Extensions project to the McCook Economic Development Corporation.

E. Approve an agreement with the McCook Economic Development Corporation assigning financial responsibility for the McCook Business Park Phase II Grading and Paving project to the McCook Economic Development Corporation.

F. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic cable and installing one new ground level vault for McCook Business Park Phase II.

3. Regular Agenda.

A. Discuss request to the extent of a partial forgiveness of lien.

- B. Update regarding the swimming pool project.
- C. Council Comments.
- D. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to real estate purchase for Sports Complex.
 - 1. Nebraska Open Meetings Act statement, if the motion to close passes.
 - 2. Close Executive Session.
- E. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to potential litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin.
 - 1. Nebraska Open Meetings Act statement, if the motion to close passes.
 - 2. Close Executive Session.

Adjournment.

**CITY MANAGER'S REPORT
MARCH 4, 2024 CITY COUNCIL MEETING**

ITEM: 2.A.

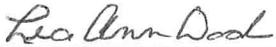
Approve the minutes of the February 19, 2024 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

February 29, 2024

McCook City Council
February 19, 2024
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 Taylor, Councilmembers Calvin, Weedon, Muehlenkamp, Rambali.

Absent:

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter, Utilities Director Fawver, Fire Chief Harpham, Police Chief Hodgson, Public Works Director Potthoff, and Senior Services Director Siegfried.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on February 15, 2024, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Taylor announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Invocation was provided by Jeremy Labrie, Memorial Methodist Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

1. Announcements & Recognitions.

Fire Chief Harpham introduced Colton Molcyk as the City's newest firefighter/paramedic.

City Manager Schneider announced that a Comprehensive Plan, Zoning and Subdivision Ordinances Steering Committee is scheduled for February 20, 2024 at 6:00 P.M. in the upstairs training room and a Board of Zoning Adjustment meeting is scheduled for February 21, 2024 at noon in the City Council Chambers.

2. Presentations.

- 2.A. Presentation of the Annual Cashflow Analysis for the Water and Wastewater Utility Funds, as prepared by PFM Financial Advisors, LLC.

Matt Stoffel, PFM Financial Advisors, LLC, was present via zoom. He reviewed the Water and Wastewater Utility Funds Cashflow Analysis with the Council. Rate increases of 8.5% for water

and 7.5% for sewer were proposed.

3. Public Hearings.

- 3.A. Public Hearing - Request for a special exception by the Community Hospital Association to allow a structure containing only residential uses in the Central Business District (CB), said property located at 409 West 1st Street and legally described as Lots 16, 17, 18, and the south 5 feet of Lot 19, Block 9, Original McCook Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by the Community Hospital Association to allow a structure containing only residential uses in the Central Business District (CB), said property located at 409 West 1st Street and legally described as Lots 16, 17, 18, and the south 5 feet of Lot 19, Block 9, Original McCook Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Weedin, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the February 19, 2024 City Council meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Corrected Notice of Hearing published, correcting date of City Council meeting (1 page); Exhibit #4 - Notice of Hearing mailed and posted (1 page); Exhibit #5 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #6 - Land Use Action Request Form and attachments (16 pages); Exhibit #7 - City of McCook Zoning Ordinance Article 24, Special Exceptions (1 page); Exhibit #8 - Findings and Determinations of McCook City Council (2 pages); Exhibit #9 - Variance Application for front yard setback requirement (21 pages); Exhibit #10 - Variance Application for off-street parking requirements (14 pages); Exhibit #11 - Letter dated February 8, 2024 from the High Plains Historical Society, Linda Buck, Site Manager, endorsing the request by the Community Hospital Association (1 page); and Exhibit #12 - Minutes of the February 12, 2024 Planning Commission meeting (3 pages).

City Manager Schneider reviewed the information presented in Exhibit #1 and noted that recommended approval should include that it be conditioned to the two requested variances being approved by the Board of Zoning Adjustment.

Sean Wolfe, Community Hospital CFO and Matt Clouse, W Design Associates, reviewed the request with the Council. Community Hospital was contacted by UMC and UNK regarding the need to provide housing to students that are in the community completing internships, medical residencies and other training programs. The special exception is requested to allow a non-mixed use, multi-family only building with apartments on the first and second floor of the structure without any retail space. The surrounding neighborhood is a mix of commercial, multi-family and residential. This property is on the edge of full commercial, the rectilinear design helps with the transition of uses and fits into the urban surrounds. The materials used are a modern look, and will fit into the newly

created art district, as well as create a connection between private housing and the public spaces, like Norris Alley. Two variance requests have been submitted for the project. The first for permission to use the city parking lot and on-street parking to fulfill the off-street parking requirements, since the property is in the Central Business District, which is exempt from the off-street parking requirements; and the second to allow for a front yard setback from 20'0" to 10'0". Approval has been received from the adjacent property owners.

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

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

- 3.B. Approve the application for a special exception by the Community Hospital Association (landowner Michael and Linda Nielsen) for a structure containing only residential uses in the Central Business District (CB), said property legally described as Lots 16, 17, 18, and the south 5 feet of Lot 19, Block 9, Original McCook Addition to the City of McCook, Red Willow County, Nebraska (a/k/a 409 West 1st Street), finding Special Exception considerations A-I are satisfied, and conditioned on the Board of Zoning Adjustment granting the two variance requests.

Council members were asked to complete the Special Exception Consideration Form. They must feel that all considerations A - I are met before approving the motion.

Motion to approve the application for a special exception by the Community Hospital Association (landowner Michael and Linda Nielsen) for a structure containing only residential uses in the Central Business District (CB), said property legally described as Lots 16, 17, 18, and the south 5 feet of Lot 19, Block 9, Original McCook Addition to the City of McCook, Red Willow County, Nebraska (a/k/a 409 West 1st Street), finding Special Exception considerations A-I are satisfied, and conditioned on the Board of Zoning Adjustment granting the two variance requests. This motion, made by Calvin and seconded by Taylor, passed.

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

4. Consent Agenda.

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

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

- 4.A. Approve the minutes of the February 5, 2024 regular City Council meeting and the February 13, 2024 joint City Council and Airport Advisory Commission meeting.
- 4.B. Award the bid for the 2024 Armor Coating Project to Topkote Inc. of Yankton, South Dakota in the amount of \$5.297 per gallon, that being the lowest best bid.

- 4.C. Award the bid for McCook Business Park Phase II grading and paving project to Gerih Concrete & Construction in the amount of \$588,393.98, that being the lowest best bid.
- 4.D. Receive and file the claims for the month of January 2024, published February 13, 2024.
- 4.E. Receive and file the Financial Report for the period ending January 31, 2024.
- 4.F. Accept the minutes of the February 12, 2024 Planning Commission meeting.
- 4.G. Approve proposed lease agreement for leasing 68 acres of farmable land located in the City of McCook Well Field and set the date to open bids for March 6, 2024 at 2:00 P.M.

5. Regular Agenda.

- 5.A. Recommend to the Department of Transportation to accept the proposal from Denver Air Connection to operate 12 nonstop round trips per week from McCook Ben Nelson Regional Airport to Denver International Airport for a 2-year contract as recommended by the Airport Advisory Commission.

Motion to recommend to the Department of Transportation to accept the proposal from Denver Air Connection to operate 12 nonstop round trips per week from McCook Ben Nelson Regional Airport to Denver International Airport for a 4-year contract as recommended by the Airport Advisory Commission. This motion, made by Taylor and seconded by Weedin, passed.

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

- 5.B. Council Comments.

Mayor Taylor read a note from Sehnert's thanking the City for changing the process for approval of Special Designated Liquor Licenses. It has helped streamline the process for them, making it less stressful.

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

Motion to go into executive session for the protection of public interest for a strategy session with respect to real estate purchase for a Sports Complex at 6:50 P.M. This motion, made by Calvin and seconded by Weedin, passed.

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

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

City Manager Schneider, City Attorney Mustion, Assistant City Manager Koetter, City Clerk Doak, and Public Works Director Potthoff were included in the closed session.

Motion to come out of executive session at 7:30 P.M. This motion, made by Calvin and seconded by Taylor, passed.

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

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 7:31 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
MARCH 4, 2024 CITY COUNCIL MEETING**

ITEM: 2.B.

RECOMMENDATION:

RECEIVE AND FILE THE CONFIRMATION OF AN EMERGENCY PURCHASE OF ONE USED 2016 FREIGHTLINER SEMI TRACTOR FOR THE TRANSFER STATION, AT A COST OF \$45,000.00, DUE MAJOR BREAKDOWNS OF OUR BACKUP SEMIS AND A TEMPORARY BREAKDOWN OF OUR NEWEST SEMI, LEAVING ONE SEMI TO HAUL TRASH TO J BAR J LANDFILL.

BACKGROUND:

On Tuesday February 20th, the decision was made to make an emergency purchase of a used 2016 Freightliner semi tractor for use at the Transfer Station. The cost of this semi is \$45,000 with an additional \$3,000 - \$4,000 to add a wet kit which is installed on trucks to operate our live bottom floors in our trailers. A wet kit consists of hydraulic hoses and fittings, reservoirs/tanks, filters, control valves, pumps and PTOs.

This purchase was made due to major breakdowns of our 2006 freightliner semi tractors that were purchased used in October 2012 and now have almost 1,000,000 miles on each of them. One of these trucks transmission went out and the other one had its turbo go out. Since these trucks are identical, staff is in the middle of taking the transmission off of the truck with the bad turbo and putting it on the truck with the bad transmission.

Our newest Western Star semi was not operational for a period of a little over a week leaving us with one truck. This really put us in a bind as we typically take 4 loads a day Monday thru Thursday and occasional loads on Fridays.

On Monday February 19th we were able to put our newest Western Star semi back into service after a couple of harnesses were replaced. As of the typing of this report we have had two successful days of hauling using this semi.

Without this purchase, we would be without a backup semi until the transmissions can be switched out from the 2006 semis. Even with this switch out of transmissions and without this additional purchase, we would be down to one backup semi that has close to 1,000,000 miles on it.

Public Works Staff has worked diligently to make all of this happen including their ability to switch out the transmissions and to identify a truck nearby that would fit our needs at a manageable cost.

FISCAL

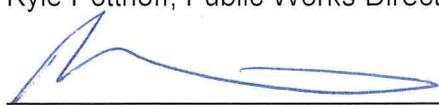
IMPACT: Used \$50,000.00 of Solid Waste equipment Reserve funds to make this purchase.

APPROVALS:



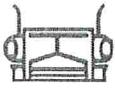
Kyle Potthoff, Public Works Director

March 4, 2024



Nate Schneider, City Manager

March 4, 2024



PIONEER EQUIPMENT

1130 West J St
Hastings, NE 68901

Ph. 402-463-0012
Fax 402-834-0903

Buyer:
Company: City of McCook
Address: 505 West C St
City/State: McCook, NE
Zip: 69001
Phone: 308.340.4115
Email: potthoff@cityofmccook.com

Sales Person: BRANDON DUDEN

MAKE	MODEL	NEW	USED	VEHICLE ID NO.		
Freightliner	Cascadia		X	1FUJGEBG3GLGZ7000		
YEAR	COLOR	TYPE		MILEAGE	STOCK #	DATE
2016	White	Truck		366,00	C716	2/20/2024
ADDITIONAL PURCHASE INFORMATION				CASH PRICE OF VEHICLE		\$45,000
				TRADE ALLOWANCE (A)		
				TRADE ALLOWANCE (B)		
				REPEAT CUSTOMER DISCOUNT		
				DIFFERENCE		
				DELIVERY CHARGE		
				TOTAL AMOUNT DUE		\$45,000.00
				TITLE INFORMATION (If different than above):		
				RECORD OF TRADE (A)		
	YEAR	MAKE	MODEL	COLOR		
				VEHICLE IDENTIFICATION NUMBER		
				RECORD OF TRADE (B)		
	YEAR	MAKE	MODEL	COLOR		
				VEHICLE IDENTIFICATION NUMBER		

Thank you for your business!

Please initial the following:

- All items are sold AS IS
(Unless manufacturer warranty applies)
- All titles will be processed and mailed to the customer within 7-10 business days of receiving funds.
- Buyer assumes responsibility and liability for the item upon completion of the transaction. Please get your truck / trailer insured promptly.

BUYERS CERTIFICATION

I hereby certify that: (1) The two pages of this contract set forth all the terms and conditions of the contract; there are no other contracts or provisions, oral or written supplementary or in addition to the provisions expressly set forth in this contract; AND (2) I have read the terms and conditions of this contract and received a true copy thereof; AND (3) I guarantee that the title of my trade-in vehicle(s) is not a salvage title and the vehicle never has had a salvage title nor has my trade-in vehicle ever had a title which contained a notation of any problem or damage. If any of this is not accurate, the selling dealer may elect to void the sale and/or elect to collect damages (including but not limited to dealer's expenses and lost profits) from me for the difference in value had my title not been salvage or indicating a previous problem or damage. (4) I guarantee that all safety equipment and all emission control equipment are in good working condition and if not, I will pay to repair or replace this equipment including airbags and seat belts if any are not working or missing. **Notice to Buyer: Do not sign this instrument before you read it, or if it contains blank spaces. You are entitled to a copy of the instrument you sign. Buyer states that the amounts shown on this instrument were quoted to buyer before buyer's agreement to the sale. CUSTOMER NOTE THAT THE VEHICLE IS BEING SOLD "AS IS" BY THE SELLING DEALER. SHOULD THE MANUFACTURER'S WARRANTY APPLY TO THIS VEHICLE, IT IS DIRECTLY OFFERED BY THE MANUFACTURER TO THE CUSTOMER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF PROFITS OR INCOME, OR ANY INCIDENTAL DAMAGES, THIS DISCLAIMER AS TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE DOES NOT APPLY ONLY IF A SERVICE CONTRACT IS SOLD WITHIN 90 DAYS OF THE VEHICLE'S DATE OF SALE IN WHICH THE DEALER IS LEGALLY LIABLE UNDER THE SERVICE CONTRACT.** Notice to Buyer: 1.) That the annual percentage rate (APR) for the installment sale of a vehicle may be negotiated with the dealership and 2.) That the dealership may receive some portion of the finance charge or receive other compensation for providing the financing, and 3.) That the dealership may receive compensation for other projects and or services if included in this transaction. Such products and services may include insurance products, service contracts, warranties, Gap coverage, service or transfer fees, finance changes, and other products, or services in accordance with the contract.

(Buyers Signature)

Brandon Duden

Pioneer Equipment, Representative

2016 FREIGHTLINER CASCADIA 125

45,000⁰⁰



USD **\$45,900**

Truck Location: 1130 West J Street Hastings, Nebraska 68901

Seller Information

Pioneer Equipment

Contact: Sales

Phone: (402) 463-0012

Hastings, Nebraska 68901

(402) 463-0012

Video Chat

[Show Thumbnails](#)

Description

ISX Cummins Engine @ 450 HP 13 Speed Eaton Fuller Ultrashift "2-Pedal" Automatic Transmission Air Slide 5th Wheel Power Windows Power Mirrors 65% Steer Tires 50% Drive Tires This truck was in fleet service in central California and is 100% rust-free. It starts, shifts, and runs strong. We have some service records available for this truck, which include the replacement of the AC compressor / dryer (2021) and all of the oil changes, filter changes, and other preventative maintenance. This truck has a clean and clear title. About us: Pioneer Equipment is a heavy & medium duty commercial truck and trailer dealership in Hastings, Nebraska. We specialize in clean, experienced units that are ready to go to work! All of our trucks and trailers are inspected for quality and safety. We sell hundreds of pieces of inventory annually, with customers reaching across the United States, US Territories, and Canada. Our inventory changes daily - so please call for current availability.

Specifications

Year	2016	Manufacturer	FREIGHTLINER
Model	CASCADIA 125	Mileage	366,515 mi
Condition	Used	Odometer	Accurate / Verified
Stock Number	C716	Horsepower	450 HP
Engine Manufacturer	CUMMINS	Engine Model	ISX
Fuel Type	Diesel	Turbo	Yes
Transmission	Automatic	Transmission Manufacturer	EATON-FULLER
Transmission Type	Ultrashift	Number of Speeds	13 Spd
Ratio	3.55	Differential Lock	Yes
Drive	6x4	Suspension	Air Ride

Number of Rear Axles	Tandem	Gross Vehicle Weight Rating	Class 8: 33,001 pounds or greater
Gross Vehicle Weight	52,000 lb	Front Axle Weight	12,000 lb
Rear Axle Weight	40,000 lb	Tires	11R 22.5
Wheels	Aluminum	Wheelbase	178 in
Drive Side	Left Hand Drive	Tilt/Telescope	Yes
Power Windows	Both	A/C	Yes
Cab	Standard Cab	Cab Style	Conventional

[Show As Paragraph](#)

**CITY MANAGER'S REPORT
MARCH 4, 2024 CITY COUNCIL MEETING**

ITEM: 2.C.

RECOMMENDATION:

APPROVE THE SECOND AMENDMENT TO THE AIRPORT LAND AGRICULTURAL FARM LEASES WITH THE MEYERS BROTHERS AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

The farm lease for the airport farm land expired on March 1, 2024. City Staff has been reviewing lease prices for dryland farm ground in Southwest Nebraska. According to the USDA Agricultural Statistics Service the non-irrigated cropland cash rent paid per acre in Red Willow County in 2023 was \$75.00. The current lease for cropland at the airport is \$63.02 per acre, however, it is important to note, the airport lease is required to put restrictions on the lessees which are not normally present in agricultural farm leases. Chemical restrictions, mandatory training, crop and height restrictions are a few of the necessary restrictions the City must put on the leased ground, when in turn puts unusual burdens on the lessee.

Based on the terms of the airport farm lease and the performance of the Meyers Brothers under the contract terms, it has been determined the best course of action is to extend the airport lease under the same terms for an additional three year term. Also, the Meyers Brothers maintenance of the farm ground has been exemplary and at no time has there ever been payment or practice concerns.

Staff has discussed the renewal of the lease contracts with the Meyers Brothers and they are willing to amend the airport land lease for an additional three year period under the same per acre terms. The new termination date of the airport lease will be March 1, 2027. Thereafter, upon the option of the lessee, the agreement shall renew from year to year until March 1, 2030.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

February 15, 2024



Nate Schneider, City Manager

February 15, 2024

SECOND AMENDMENT TO AGRICULTURAL FARM LEASE

AIRPORT LAND

THIS SECOND AMENDMENT TO AGRICULTURAL FARM LEASE AGREEMENT (“Second Amendment”) by and between the City of McCook, Nebraska, a Nebraska municipal corporation (“Lessor”), and Jason, Jeremy and Derek Meyers, D/B/A Meyers Brothers (“Lessee”), is made and entered into this _____ day of _____, 2024 (“Effective Date”). Lessor and Lessee shall be individually referred to herein as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, Lessor and Lessee executed December 1, 2014, an agricultural lease agreement (“Agreement”), pursuant to which the Lessor agreed to lease to Lessee, for agricultural purposes, property in Red Willow County, Nebraska, legally described as follows:

The northwest quarter (NW1/4) of Section Twenty-Seven (27); the southwest quarter (SW1/4) of Section Twenty-two (22); the southeast quarter (SE1/4) of Section Twenty-one (21); and the northeast quarter (NE1/4) of Section Twenty-eight (28), all in Township Three North (T3N), Range Twenty-nine West (R29W) of the 6th P.M. in Red Willow County, Nebraska, which contains 245 (+/-) acres of cropland and 84.5 acres of grass.

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term until March 1, 2027.

NOW, THEREFORE, Lessor and Lessee agree as follows:

AGREEMENT

1. The Parties hereby agree to extend the termination date of the Agreement from March 1, 2024, to March 1, 2027. The Agreement shall extend for an automatic 3-year term from March 1, 2024, to March 1, 2027. Thereafter, upon the option of the Lessee, the Agreement shall renew from year to year until March 1, 2030.
2. Amend paragraph 3.I. of the original lease agreement to read: The Lessee agrees to maintain all soil conservation measures in proper working condition, including those noted herein and as may hereafter be added to the land. Should the Lessee fail to perform such maintenance, Lessor may, at its option, perform said maintenance and charge Lessee therefore at the rate of ~~twenty-five~~ fifty dollars (\$~~25.00~~ 50.00) per hour for the time required in such performance.

3. Strike the first paragraph 4.B. of the original lease agreement as it is duplicated as 4.B. below 4.A.
4. The Lessee shall pay Lessor as consideration for the extension of the Agreement as follows:
 - 4.1. September 1, 2024 -- \$7,720.00
 - 4.2. March 1, 2025 -- \$7,720.00
 - 4.3. September 1, 2025 -- \$7,720.00
 - 4.4. March 1, 2026 -- \$7,720.00
 - 4.5. September 1, 2026 -- \$7,720.00
 - 4.6. March 1, 2027 -- \$7,720.00
 - 4.7. September 1, 2027 -- \$7,720.00
 - 4.8. March 1, 2028 -- \$7,720.00
 - 4.9. September 1, 2028 -- \$7,720.00
 - 4.10. March 1, 2029 -- \$7,720.00
 - 4.11. September 1, 2029 -- \$7,720.00
 - 4.12. March 1, 2030 -- \$7,720.00
5. All other terms and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as follows:

LESSOR

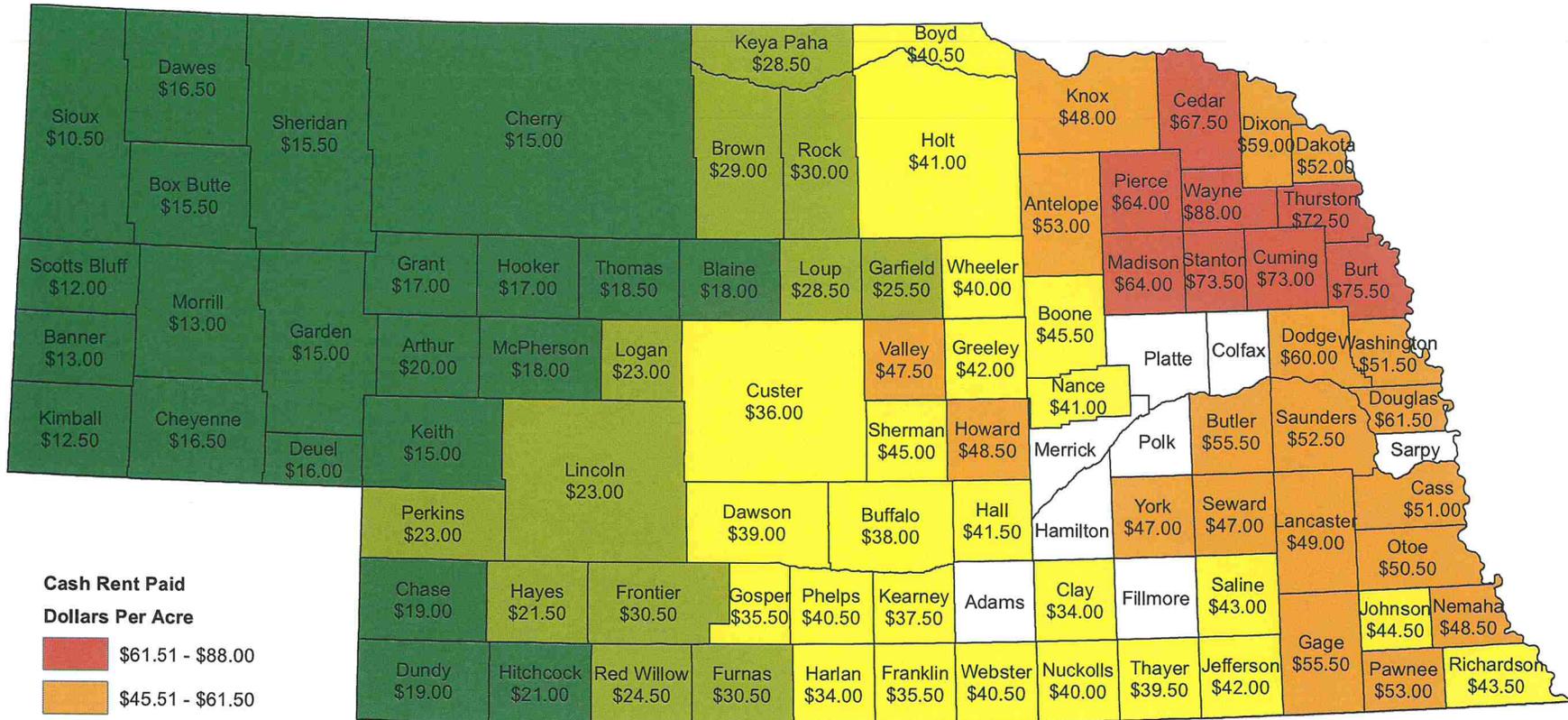
LESSEE

Linda Taylor, Mayor

Derek Meyers



2023 Pasture Cash Rent Paid Per Acre Nebraska



Source: USDA National Agricultural Statistics Service
August 25, 2023



AGRICULTURAL FARM LEASE

AIRPORT LAND

THIS LEASE is entered into this 1st day of December, 2014 between The City of McCook, Nebraska, a municipal corporation, hereinafter called "Lessor" and Jason, Jeremy and Derek Meyers, D/B/A Meyers Brothers, hereinafter called "Lessee", witnesseth to:

1. PROPERTY RIGHTS. The Lessor hereby leases to the Lessee, to occupy and use for agricultural purposes only, the following property, hereinafter referred to as the "Farm":

The northwest quarter (NW $\frac{1}{4}$) of Section Twenty-Seven (27); the southwest quarter (SW $\frac{1}{4}$) of Section Twenty-two (22); the southeast quarter (SE $\frac{1}{4}$) of Section Twenty-one (21); and the northeast quarter (NE $\frac{1}{4}$) of Section Twenty-eight (28), all in Township Three North (T3N), Range Twenty-nine West (R29W) of the 6th P.M. in Red Willow County, Nebraska, which contains 245 (+/-) acres of cropland and 84.5 acres of grass.

- A. The Lessor reserves the right to itself and its agents and employees to enter upon the Farm at any reasonable time for the purpose of consulting with the Lessee; making repairs, improvements or inspections; performing emergency work in relation to the airport operation; and performing maintenance of airport ground equipment. The Lessor does not convey to the Lessee the right to encumber sublease or transfer any part of the Farm or to assign this lease, or any portion thereof, to any person or persons whomsoever.
- B. Lessor reserves the right to grant utility or other easements over the subject property so long as any such easement does not unreasonably interfere with Lessee's operations and beneficial use of the farm in accordance herewith.
- C. Lessee agrees to make no changes or alterations in the utility improvements on the farm without the express prior written consent of Lessor. Any agreed upon changes to said utility improvements shall be at the sole expense of Lessee. Any such utility improvements shall remain the property of Lessor at the termination of this lease without payment to Lessee.
- D. Lessee agrees to the extent practicable to use the existing access roads presently located upon the farm for purposes of ingress and egress in, on and over the farm.
- E. Lessee agrees to remove all of their personal property from the farm at the end of the lease term.
- F. Any encumbrances, assignment, transfer or subletting is void, and shall at Lessor's option, terminate this lease. This lease is considered personal to Lessee only.

2. TERM OF LEASE. The term of this lease shall be from January 1, 2015 to March, 1 2018, provided that the Lessor shall have the right to cancel said lease without notice in the event the Lessee breaches any of the covenants or agreements herein contained. The Lessee agrees to peaceably surrender possession of the Farm, including all growing crops, upon the termination of this Lease.

3. USE OF LAND, CONSERVATION AND MAINTENANCE OF THE FARM. The Lessee shall farm the leased land for the production of wheat and soybeans, in such a manner as not to interfere with the operation of the Municipal Airport, and shall follow the conservation practices hereafter listed:

- A. No stubble shall be burned.
- B. No other crops shall be planted by the Lessee unless written permission is obtained from the Lessor.
- C. The ground shall be worked so that a visible amount of stubble shall be on the ground at wheat seeding time.
- D. All farming shall be done parallel with existing terraces and the effective height of terraces shall be maintained. All terraces shall be built up whenever the ground is worked.
- E. All waterways shall be maintained, seeded and fertilized. The Lessor agrees to pay for the seed and fertilizer used on said waterways and the Lessee agrees to provide the necessary labor.
- F. No crops shall be planted which attain a height of more than 36" at any location on the farm. Specifically, corn shall not be planted on the Farm.
- G. It is agreed that any additional terraces built on said farm land shall be built at the expense of the Lessor.
- H. The Lessee shall file a farm operation plan with the Lessor upon execution of this lease and there shall be no major changes in any of the farming operations without the prior written approval of the Lessor.
- I. The Lessee agrees to maintain all soil conservation measures in proper working condition, including those noted herein and as may hereafter be added to the land. Should the Lessee fail to perform such maintenance, Lessor may, at its option, perform said maintenance and charge Lessee therefore at the rate of twenty-five dollars (\$25.00) per hour for the time required in such performance.
- J. The Lessee will use diligence to prevent any noxious weeds from going to seed on the Farm and will keep weeds and grass cut or destroyed on the fields.
- K. The Lessee will control soil erosion by filling washes or ditches that may form from time to time and other normally accepted soil conservation techniques.
- L. The Lessee will maintain the Farm during the term of this lease in as good a condition as the same was in when said Lessee took possession hereunder, normal wear and tear and damages from causes beyond Lessee's control excepted. The Lessee will utilize the Farm in an efficient and husbandlike manner and will do all plowing, seeding, cultivating and harvesting in the manner that will best conserve the Lessor's property.
- M. *Compensation for damages.* Upon leaving the farm at the end of this lease, Lessee shall promptly pay Lessor reasonable compensation for any damages

to the farm for which the Lessee is responsible as set forth herein, except ordinary wear and depreciation beyond the Lessee's control.

- N. *Environmental Compliance.* Lessee shall follow all label restrictions and instructions in the use of all fertilizers, pesticides, herbicides and other chemicals which may be applied on the farm. Lessee further agrees that all waste will be disposed of in a manner as approved by all federal and state environmental agencies and regulations. Lessee shall indemnify and hold Lessor harmless from any loss, liability, claim, or expense, including, without limitation, clean-up, engineering and attorneys fees and expenses that Lessor may incur by reason of the use, generation or disposal by Lessee of any toxic or hazardous waste or substances on or about the farm, or by reason of any investigation or claim of any governmental agency in connection therewith. This indemnity shall survive the term of this lease or any extension hereof.
- O. *Operating Expenses.* Lessee shall supply all the equipment for planting and harvesting the crops and shall furnish all labor and expenses for the operation of the farm. Lessee shall be responsible for the costs of applying fertilizer, insecticides and herbicides and shall furnish all labor necessary to keep the fences, domestic and stock wells, in good repair and condition. Lessor shall pay the cost of materials used in keeping the fences, domestic and stock wells in good repair and condition. Lessee agrees to furnish Lessor a full accounting of all expenses and claims under this lease within ten days after same may be requested by Lessor from Lessee. Lessor shall not be obligated to reimburse any expenses not accounted for. Furthermore, any such expense(s) incurred without prior approval from Lessor will not be reimbursed by Lessor.

4. LEASE PAYMENT. The Lessee shall pay the Lessor as consideration for this Lease as follows:

3-year term -	September 1, 2015 - \$7,720.00
	March 1, 2016 - \$7,720.00
	September 1, 2016 - \$7,720.00
	March 1, 2017 - \$7,720.00
	September 1, 2017 - \$7,720.00
	March 1, 2018 - \$7,720.00

- B. *Crop Insurance.* Lessee shall carry crop insurance in an amount sufficient to cover the rentals due as set forth herein with loss payable to Lessor to the extent of said rental payment and any amount thereof in excess of said rental payment shall be the sole property of Lessee.
- A. *Security Agreement.* Any non-payment of rent shall give Lessor the right to elect to have the term of this lease end thirty (30) days after said rental payment was due. Lessor shall notify Lessee, in writing and within a reasonable time of such rental due date, of its intent to terminate the lease by reason of such non-payment. Lessor shall have a first lien on all planted and unplanted crops on the farm to secure the payment of the rent as above stated and Lessee further agrees that this lease shall constitute a financing statement and security agreement in favor of Lessor on all unplanted crops on the farm and also on all crops planted or now growing or standing and shall extend to and shall cover such crops after they have matured, whether the same are in the field, in cribs, or bins, in elevators, in the stack, barns, or any other place

on the farm as security for the payment of the rent. In addition, to secure the performance of the terms and conditions of this lease, Lessee shall give to Lessor, upon demand, a separate financing statement and security agreement upon all or any part of the crops growing or gathered on the farm during the term of this lease. If Lessee shall refuse or neglect to give such instruments on demand, or if Lessee shall give or attempt to give any other person any lien upon said crops, or any portion thereof, then at Lessor's option, this lease shall terminate and Lessor may at once recover possession of the farm. The security interest created herein shall attach to crop insurance proceeds and/or all other proceeds of whatever nature received in relation to the disposition of said crops by Lessee.

- B. *Crop Insurance.* Lessee shall carry crop insurance in an amount sufficient to cover the rentals due as set forth herein with loss payable to Lessor to the extent of said rental payment and any amount thereof in excess of said rental payment shall be the sole property of Lessee.

5. LESSEE'S RIGHT IN FIRST AND LAST CROPS. The Lessee shall have no hold over rights to any of the Farm after expiration of this lease. The Lessee shall have the right to enter upon the Farm and plant the wheat crop in the fall planting season of 2017 and to harvest the said wheat crop planted in the fall of 2017.

6. AIRPORT CROP LIMITATION AND REGULATORY PROVISIONS. The Lessee agrees that he will farm the above described real estate, or a part thereof, in accordance with the terms, conditions, limitations and other matters as are set forth and contained in the Municipal Airport Crop Limitation Map, to the end that the farming operations on said above-described real estate shall be satisfactory to the Federal Aviation Administration of the United States Government and the Department of Aeronautics of the State of Nebraska.

- A. This lease shall not be deemed to give rise to a partnership relationship between the Lessor and the Lessee, and neither party shall have authority to obligate the other without written consent, except as may be otherwise specifically provided herein.
- B. This Farm shall not be combined with any other farmland for participation in government agricultural programs.
- C. The Lessor and Lessee agree that this lease is made subject to a reservation by the Lessor of the right to reenter the land and divert to airport use whatever portion of the farm land that might be required for expansion of the airport facilities. This lease is made subject to the further reservation by Lessor of the right to reenter the land and divert to commercial or industrial use whatever portion of the farm land Lessor desires, for either airport expansion or for commercial or industrial use. The Lessee hereunder shall be entitled to an appropriate reduction in the rental paid to the Lessor. Such reduction shall be in the same proportion as the amount of such diverted farm land bears to the total farm land originally leased hereunder, plus reasonable reimbursement of production expenses invested in such diverted land during the crop growing season which it is diverted.
- D. The Lessee shall not leave standing any farm equipment or machinery in such proximity to the runways or taxiways on the airport as to create a hazard to aircraft operation, and Lessee's farming operations shall be subject to all pertinent regulations of the Federal Aviation Administration (FAA) and the

Nebraska Department of Aeronautics (NDA). When Lessee, his agents or employees, shall operate any farm equipment or machinery in close proximity to the Airport runways or taxiways, such operations shall be conducted with unceasing vigilance and caution so as not to in any way interfere with or endanger the operation of any aircraft. Such farm equipment shall not be operated on or across the airport runways without Lessor's permission.

- E. All farm equipment and machinery, and all farm labor, shall be furnished by the Lessee during the term of this lease and during the harvest.
- F. The lease shall expire without the necessity of any notice of any sort from Lessor to Lessee.
- G. Lessee agrees to participate in any and all FAA training sessions, seminars, and classes as is required per FAA regulations and policy.
- H. Lessee will submit to a criminal background check to be performed by the Lessor or Lessor's appointed agent.

7. MISCELLANEOUS PROVISIONS.

- A. *Indemnification.* Lessee shall indemnify and hold Lessor and the property of Lessor, including the farm, free and harmless from any and all claims, liability, loss, damage, or expenses resulting from Lessee's occupation and use of the farm, including any claim, liability, loss, or damage arising by reason of the injury to or death of any person or persons or by reason of damage to any property caused by the condition of the farm, the condition of any improvements or personal property in or on the farm, or the acts or omissions of Lessee or any person in or on the farm with the express or implied consent of Lessee. The duties of Lessee under this paragraph to indemnify and hold Lessor and all property of Lessor free and harmless from any such claim, liability, loss or damage shall extend to any claim, liability, loss or damage arising by reason of the injury or death of: (a) the Lessee; (b) any agent, officer or employee of Lessee; (c) any independent contractor hired by Lessee to perform work or render services on the farm; or (d) any agent, officer, or employee of any independent contractor hired by Lessee to perform work or render services on the farm.
- B. *Liability Insurance.* Lessee shall procure and maintain at his own expense, casualty and liability insurance in such amount(s) as are reasonably necessary to protect both Lessor and Lessee against claims for damages, costs or expenses on account of injury to any person or persons or any property belonging to any person or persons by any casualty, accident or other happening on or about the farm during the term of this lease. Lessee shall provide Lessor a copy of such insurance policy upon Lessor's written request for same.
- C. *Debts and accidents.* Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by, the other party.
- D. *Unlawful Use.* Lessee agrees to not allow the use, possession or consumption by anyone of alcoholic beverages or illegal drugs on the farm at any time.

- E. *Unavoidable delay.* Lessor shall not be liable for any damages caused by unavoidable delay or other facts beyond the control of the Lessor.
- F. *Governing Law.* This agreement shall be governed by the laws of the State of Nebraska.
- G. *Multiple Originals.* This agreement may be executed in multiple counterpart copies, each of which executed counterparts shall be deemed to be the original for all purposes.
- H. *Waiver.* The failure or delay of Lessor to exercise any right or privilege under this lease shall not be held a waiver of any of the terms, covenants, or conditions of this lease and any act of Lessor waiving or which may be held to have waived, any specific default of Lessee shall not be construed or held to be a waiver of any future default.
- I. *Default by Lessee.* Time is of the essence in relation to this lease and Lessee agrees that in the event he shall not keep and perform each and every covenant and agreement contained herein or otherwise implied or imposed upon Lessee by law, Lessee shall forfeit all rights to further occupy the farm and Lessor shall be entitled to reenter the farm without the necessity of legal process for recovery thereof. In the event of any breach of any covenant or agreement prescribed in this lease, or arising by operation of law, Lessor shall be entitled to maintain an action in equity or at law for the appropriate remedy, or, at the option of Lessor, Lessor may declare this lease terminated without waiver of any rights or remedies which Lessor otherwise has as a result of this lease, and Lessor shall be entitled to immediate possession of the farm.
- J. *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.
- K. *Captions, headings or titles.* All captions, heading 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.
- L. *Utility Expenses.* Lessee shall be responsible for all charges for utility services used on the farm during the term of this lease, and Lessee agrees to pay the same as billed and before the same become delinquent. Furthermore, Lessee agrees to promptly read all meters on the farm when requested to do so by Lessor and Lessee shall then timely report the same to the service provider and to Lessor.

CITY OF MCCOOK, NEBRASKA



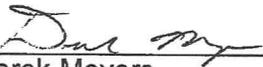
Mike Gonzales, Mayor

ATTEST:



Lea Ann Doak, City Clerk

MEYERS BROTHERS, LESSEES


Derek Meyers

FIRST AMENDMENT TO AGRICULTURAL FARM LEASE

AIRPORT LAND

THIS FIRST AMENDMENT TO AGRICULTURAL FARM LEASE AGREEMENT ("First Amendment") by and between the City of McCook, Nebraska, a Nebraska municipal corporation ("Lessor"), and Jason, Jeremy and Derek Meyers, D/B/A Meyers Brothers ("Lessee"), is made and entered into this 19th day of March, 2018 ("Effective Date"). Lessor and Lessee shall be individually referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Lessor and Lessee executed December 1, 2014, an agricultural lease agreement ("Agreement"), pursuant to which the Lessor agreed to lease to Lessee, for agricultural purposes, property in Red Willow County, Nebraska, legally described as follows:

The northwest quarter (NW1/4) of Section Twenty-Seven (27); the southwest quarter (SW1/4) of Section Twenty-two (22); the southeast quarter (SE1/4) of Section Twenty-one (21); and the northeast quarter (NE1/4) of Section Twenty-eight (28), all in Township Three North (T3N), Range Twenty-nine West (R29W) of the 6th P.M. in Red Willow County, Nebraska, which contains 245 (+/-) acres of cropland and 84.5 acres of grass.

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term until March 1, 2024.

NOW, THEREFORE, Lessor and Lessee agree as follows:

AGREEMENT

1. The Parties hereby agree to extend the termination date of the Agreement from March 1, 2018, to March 1, 2024. The Agreement shall extend for an automatic 3 year term from March 1, 2018, to March 1, 2021. Thereafter, upon the option of the Lessee, the Agreement shall renew from year to year until March 1, 2024.
2. The Lessee shall pay Lessor as consideration for the extension of the Agreement as follows:
 - 2.1. September 1, 2018 -- \$7,720.00
 - 2.2. March 1, 2019 -- \$7,720.00
 - 2.3. September 1, 2019 -- \$7,720.00
 - 2.4. March 1, 2020 -- \$7,720.00
 - 2.5. September 1, 2020 -- \$7,720.00
 - 2.6. March 1, 2021 -- \$7,720.00
 - 2.7. September 1, 2021 -- \$7,720.00
 - 2.8. March 1, 2022 -- \$7,720.00

- 2.9. September 1, 2022 -- \$7,720.00
- 2.10. March 1, 2023 -- \$7,720.00
- 2.11. September 1, 2023 -- \$7,720.00
- 2.12. March 1, 2024 -- \$7,720.00
- 3. All other terms and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as follows:

CITY OF MCCOOK, NEBRASKA
LESSOR



Michael D. Gonzales, Mayor

ATTEST:

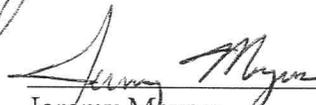


Lea Ann Doak, City Clerk

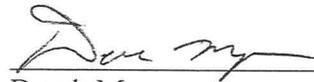
MEYERS BROTHERS, LESSEES



Jason Meyers



Jeremy Meyers



Derek Meyers

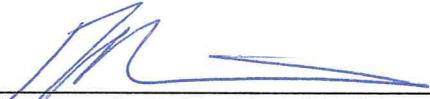
CITY MANAGER'S REPORT
MARCH 4, 2024 MCCOOK CITY COUNCIL MEETING

ITEM NO. **2.D.** Approve an agreement with the McCook Economic Development Corporation assigning financial responsibility for the McCook Business Park Phase II Sanitary Sewer and Water Main Extensions project to the McCook Economic Development Corporation.

BACKGROUND:

At the November 20, 2023 McCook City Council meeting, Midlands Contracting was awarded the bid for the McCook Business Park Phase II Sanitary Sewer and Water Main Extensions project in the amount of \$248,054.70. The McCook Economic Development Corporation will pay for the project through the approved TIF agreement with the City of McCook. A contract between McCook Economic Development Corporation and the City of McCook is necessary to memorialize MEDC's financial responsibility for the project.

APPROVALS:



Nathan A. Schneider, City Manager

February 29, 2024



Lea Ann Doak, City Clerk

February 29, 2024



Tera Koetter, Assistant City Manager

February 29, 2024

CONTRACT AGREEMENT

This Contract Agreement (the "Agreement") is entered into as of March ___, 2024 by and between:

CITY OF MCCOOK, NEBRASKA
505 West C St
McCook, NE 69001
("City")

and

MCCOOK ECONOMIC DEVELOPMENT CORPORATION
402 Norris Ave. Suite 301
McCook, NE 69001
("MEDC")

1. Purpose of the Agreement:

1.1. The City agrees to hire contractors for the McCook Business Park Phase II Sanitary Sewer and Water Main Extensions in McCook on behalf of MEDC. The total cost of the project is \$248,054.70.

2. Responsibilities:

2.1. Project Management: The City will be responsible for hiring the contractor and managing the project.

2.2. Payment: MEDC must pay the City the full project cost of \$248,054.70 prior to the commencement of any work.

3. Change Orders:

3.1. Costs: If any change orders are necessary, the City will initially pay the additional cost for the change order.

3.2. Reimbursement: MEDC will be responsible for reimbursing the City for the additional costs within 30 days of being provided with an invoice from the City.

4. Late Payments and Interest:

4.1. Late Payments: If any payment due under this Agreement is not received by the City on or before the due date specified in the Agreement, such payment shall be considered late.

4.2. Interest: Late payments shall draw interest at the maximum rate allowed by law.

5. Governing Law:

5.1. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

6. Dispute Resolution:

6.1. Any disputes arising out of or in connection with this agreement shall be resolved through litigation in the courts of the State of Nebraska, and the prevailing party shall be entitled to reasonable attorney fees.

7. Miscellaneous:

7.1. Amendments: No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

7.2. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, understandings, or agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date first above written.

CITY OF MCCOOK, NEBRASKA:

[Signature] _____

[Printed Name] _____

MCCOOK ECONOMIC DEVELOPMENT CORPORATION:

[Signature] _____

[Printed Name] _____

CITY MANAGER'S REPORT
NOVEMBER 20, 2023 CITY COUNCIL MEETING

ITEM: **3.J.**

RECOMMENDATION:

AWARD THE BID FOR THE McCook Business Park Phase II Sanitary Sewer and Water Main Extensions to Midlands Contracting of Kearney, NE in the amount of \$248,054.70, that being the lowest best bid.

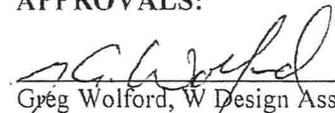
BACKGROUND

On November 14th bids were opened for the McCook Business Park Phase II Sanitary Sewer and Water Main Extensions. Four bids were received and attached is both a Summary Bid Tabulation and a Detailed Bid Tabulation. Midlands Contracting of Kearney submitted both the lowest bid and the earliest completion date. The earlier completion date is as important as the price as Performance Plus, the new liquid feed plant planned for the Business Park, is now under construction and they are planning for a spring opening.

The cost for these improvements is being paid for with TIF financing through MEDC.

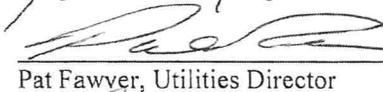
FISCAL IMPACT: None.

APPROVALS:



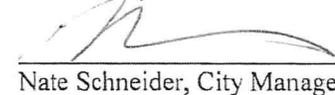
Greg Woford, W Design Associates

Date: 15 Nov 23



Pat Fawver, Utilities Director

Date: 11-15-2023



Nate Schneider, City Manager

Date: 11-15-23

**McCOOK BUSINESS PARK PHASE II
SANITARY SEWER AND WATER MAIN EXTENSIONS
McCOOK, NEBRASKA**

CONTRACTOR	BASE BID	START DATE	COMPLETION DATE	ADDENDA 1-3	BID BOND	NOTES
BSB Construction 209 E 2nd Street Curtis, NE 69025 308-367-4336	\$351,618.78	6/17/2024	9/27/2024	Yes	Yes	
Midlands Contracting 10075 S 1st Ave. Place Kearney, NE 68847 308-237-7979	\$248,054.70	TBD	4/30/2024	Yes	Yes	
Myers Construction 79849 NE-2 Broken Bow, NE 68822 308-643-7190	\$404,847.52	Fall 2024	Winter 2024	Yes	Yes	
VanKirk Brothers 1200 W Ash St. Sutton, NE 68979 402-773-5250	\$248,348.20	5/1/24 (or before)	6/15/2024	Yes	Yes	

**McCOOK BUSINESS PARK PHASE II
SANITARY SEWER AND WATER MAIN EXTENSIONS
McCOOK, NEBRASKA**

Item	Est. Quantity	Units	BSB Construction, Inc. 209 E 2nd Street Curtis, NE 69025		Midlands Contracting PO Box 1065 Kearney, NE 68848		Myers Construction 78949 NE-2 Broken Bow, NE 68822		Van Kirk Brothers 1200 W Ash ST Sutton, NE 68979		
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1.	Mobilization	1	Lump Sum	\$ 31,250.00	\$ 31,250.00	\$ 14,000.00	\$ 14,000.00	\$ 20,070.44	\$ 20,070.44	\$ 33,500.00	\$ 33,500.00
2.	48" Precast Manhole	3	Each	\$ 10,450.00	\$ 31,350.00	\$ 6,000.00	\$ 18,000.00	\$ 16,500.00	\$ 49,500.00	\$ 6,160.00	\$ 18,480.00
3.	Tap Existing Manhole	2	Each	\$ 1,910.00	\$ 3,820.00	\$ 1,900.00	\$ 3,800.00	\$ 1,250.00	\$ 2,500.00	\$ 595.00	\$ 1,190.00
4.	8" PVC Sewer Main	711.4	Lin. Ft.	\$ 56.50	\$ 40,194.10	\$ 46.00	\$ 32,724.40	\$ 83.00	\$ 59,046.20	\$ 38.00	\$ 27,033.20
5.	4" PVC Sewer Main	100	Lin. Ft.	\$ 53.20	\$ 5,320.00	\$ 37.00	\$ 3,700.00	\$ 61.88	\$ 6,188.00	\$ 26.00	\$ 2,600.00
6.	8" x 8" x 4" Tee	4	Each	\$ 500.00	\$ 2,000.00	\$ 300.00	\$ 1,200.00	\$ 800.00	\$ 3,200.00	\$ 192.00	\$ 768.00
7.	4" x 45° PVC Tee	4	Each	\$ 430.00	\$ 1,720.00	\$ 55.00	\$ 220.00	\$ 3,282.50	\$ 13,130.00	\$ 30.00	\$ 120.00
8.	Fire Hydrant – 5'-0" Bury	3	Each	\$ 7,160.00	\$ 21,480.00	\$ 4,400.00	\$ 13,200.00	\$ 6,930.63	\$ 20,791.89	\$ 5,125.00	\$ 15,375.00
9.	6" Gate Valve & Riser Box	3	Each	\$ 2,700.00	\$ 8,100.00	\$ 1,950.00	\$ 5,850.00	\$ 2,561.39	\$ 7,684.17	\$ 1,925.00	\$ 5,775.00
10.	6" PVC Main and Tracer Wire	15	Lin. Ft.	\$ 118.00	\$ 1,770.00	\$ 55.00	\$ 825.00	\$ 75.80	\$ 1,137.00	\$ 41.00	\$ 615.00
11.	10" PVC Main and Tracer Wire	2,266.90	Lin. Ft.	\$ 82.07	\$ 186,044.48	\$ 62.00	\$ 140,547.80	\$ 89.64	\$ 203,204.92	\$ 58.00	\$ 131,480.20
12.	10" D.I. Plug	1	Each	\$ 770.00	\$ 770.00	\$ 450.00	\$ 450.00	\$ 435.00	\$ 435.00	\$ 463.00	\$ 463.00
13.	8" x 10" DI Reducer	1	Each	\$ 985.00	\$ 985.00	\$ 750.00	\$ 750.00	\$ 1,100.00	\$ 1,100.00	\$ 436.00	\$ 436.00
14.	10" x 10" x 10" DI Tee	1	Each	\$ 1,770.00	\$ 1,770.00	\$ 1,550.00	\$ 1,550.00	\$ 2,290.00	\$ 2,290.00	\$ 896.00	\$ 896.00
15.	10" x 10" x 6" DI Reducing Tee	3	Each	\$ 1,535.00	\$ 4,605.00	\$ 1,250.00	\$ 3,750.00	\$ 1,985.00	\$ 5,955.00	\$ 764.00	\$ 2,292.00
16.	10" Gate Valve and Riser Box	1	Each	\$ 4,730.00	\$ 4,730.00	\$ 3,650.00	\$ 3,650.00	\$ 5,176.50	\$ 5,176.50	\$ 3,825.00	\$ 3,825.00
17.	Remove & Replace Pavement	30.7	Sq. Yards	\$ 186.00	\$ 5,710.20	\$ 125.00	\$ 3,837.50	\$ 112.00	\$ 3,438.40	\$ 114.00	\$ 3,499.80
Total Contract Bid				\$ 351,618.78		\$ 248,054.70		\$ 404,847.52		\$ 248,348.20	
* denotes math error											
Addenda #1, #2, #3			Yes		Yes		Yes		Yes		
Bid Bond			Yes		Yes		Yes		Yes		
Start Date			6/17/2024		TBD		Fall 2024		5/1/24 (or before)		
Completion Date			9/27/2024		4/30/2024		Winter 2024		6/15/2024		

CITY MANAGER'S REPORT
MARCH 4, 2024 MCCOOK CITY COUNCIL MEETING

ITEM NO. **2.E.** Approve an agreement with the McCook Economic Development Corporation assigning financial responsibility for the McCook Business Park Phase II Grading and Paving project to the McCook Economic Development Corporation.

BACKGROUND:

At the February 19, 2024 McCook City Council meeting, Gerih Concrete & Construction was awarded the bid for the McCook Business Park Phase II Grading and Paving project in the amount of \$588,393.98. The McCook Economic Development Corporation will pay for the project through the approved TIF agreement with the City of McCook. A contract between McCook Economic Development Corporation and the City of McCook is necessary to memorialize MEDC's financial responsibility for the project.

APPROVALS:



Nathan A. Schneider, City Manager

February 29, 2024



Lea Ann Doak, City Clerk

February 29, 2024



Tera Koetter, Assistant City Manager

February 29, 2024

CONTRACT AGREEMENT

This Contract Agreement (the "Agreement") is entered into as of March ____, 2024 by and between:

CITY OF MCCOOK, NEBRASKA
505 West C St
McCook, NE 69001
("City")

and

MCCOOK ECONOMIC DEVELOPMENT CORPORATION
402 Norris Ave. Suite 301
McCook, NE 69001
("MEDC")

1. Purpose of the Agreement:

1.1. The City agrees to hire contractors for the McCook Business Park Phase II Grading and Paving Project in McCook on behalf of MEDC. The total cost of the project is \$588,393.98.

2. Responsibilities:

2.1. Project Management: The City will be responsible for hiring the contractor and managing the project.

2.2. Payment: MEDC must pay the City the full project cost of \$588,393.98 prior to the commencement of any work.

3. Change Orders:

3.1. Costs: If any change orders are necessary, the City will initially pay the additional cost for the change order.

3.2. Reimbursement: MEDC will be responsible for reimbursing the City for the additional costs within 30 days of being provided with an invoice from the City.

4. Late Payments and Interest:

4.1. Late Payments: If any payment due under this Agreement is not received by the City on or before the due date specified in the Agreement, such payment shall be considered late.

4.2. Interest: Late payments shall draw interest at the maximum rate allowed by law.

5. Governing Law:

5.1. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

6. Dispute Resolution:

6.1. Any disputes arising out of or in connection with this agreement shall be resolved through litigation in the courts of the State of Nebraska, and the prevailing party shall be entitled to reasonable attorney fees.

7. Miscellaneous:

7.1. Amendments: No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

7.2. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, understandings, or agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date first above written.

CITY OF MCCOOK, NEBRASKA:

[Signature] _____

[Printed Name] _____

MCCOOK ECONOMIC DEVELOPMENT CORPORATION:

[Signature] _____

[Printed Name] _____

**CITY MANAGER'S REPORT
FEBRUARY 19, 2024 CITY COUNCIL MEETING**

ITEM: 4.C.

RECOMMENDATION:

AWARD THE BID FOR THE MCCOOK BUSINESS PARK PHASE II GRADING AND PAVING PROJECT TO GERIH CONCRETE & CONSTRUCTION IN THE AMOUNT OF \$588,393.98, THAT BEING THE LOWEST BEST BID.

BACKGROUND

Bids were opened for this project on February 6th and attached is a detailed tabulation of the two bids received. Since this project is being funded 100% by TIF funds, and alternate was bid reducing the amount of paving in case not enough funding was available.

The engineer's estimate for this project was \$675,666.50 and since the low bid was under this estimate we believe sufficient funds are available to construct the full project. We are therefore recommending that the City not accept the alternate and award the contract for the full bid of \$588,393.98.

FISCAL IMPACT: None.

APPROVALS:



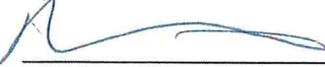
Greg Woford, W/Design Associates

Date: 12 Feb 24



Kyle Potthoff, Public Works Director

Date: 2/12/24



Nate Schneider, City Manager

Date: 2-12-24

**McCOOK BUSINESS PARK PHASE II
STREET GRADING & PAVING PROJECT
McCOOK, NEBRASKA**

Item	Est. Quantity	Units	Gerih Concrete & Construction P.O. Box 871 McCook, NE 69001		Heartland Concrete Co., LLC 9295 Osborne Dr. West Hastings, NE 68901	
			Unit Price	Total Price	Unit Price	Total Price
Base Bid						
1. Mobilization	1	Lump Sum	\$ 24,653.00	\$ 24,653.00	\$ 44,000.00	\$ 44,000.00
2. 6" Strippings	3,310	Cu. Yds.	\$ 2.10	\$ 6,951.00	\$ 2.52	\$ 8,341.20
3. Excavation	9,422	Cu. Yds.	\$ 2.10	\$ 19,786.20 *	\$ 2.52	\$ 23,743.44
4. Embankment	3,146	Cu. Yds.	\$ 9.00	\$ 28,314.00	\$ 10.80	\$ 33,976.80
5. Waste	5,018	Cu. Yds.	\$ 2.10	\$ 10,537.80	\$ 2.53	\$ 12,695.54
6. Remove Concrete	7	Sq. Yds.	\$ 85.72	\$ 600.04	\$ 102.86	\$ 720.02
7. Build 8" Concrete Pavement	5,675	Sq. Yds.	\$ 69.30	\$ 393,277.50	\$ 67.02	\$ 380,338.50
8. Granular Foundation Course 2" - Sand/Gravel	5,675	Sq. Yds.	\$ 1.52	\$ 8,626.00	\$ 1.82	\$ 10,328.50
9. Subgrade Preparation	8,977	Sq. Yds.	\$ 1.44	\$ 12,926.88	\$ 1.74	\$ 15,619.98
10. Build 4" Rock Drive	3,302	Sq. Yds.	\$ 8.58	\$ 28,331.16	\$ 12.00	\$ 39,624.00
11. Install 12" Corrugated Plastic Pipe	98	Lin. Ft	\$ 40.00	\$ 3,920.00	\$ 48.00	\$ 4,704.00
12. Install 18" Corrugated Plastic Pipe	760	Lin. Ft	\$ 32.00	\$ 24,320.00	\$ 38.40	\$ 29,184.00
13. Install 12' Gate	1	Lump Sum	\$ 2,100.00	\$ 2,100.00	\$ 2,520.00	\$ 2,520.00
14. Temporary Access Drive	1	Lump Sum	\$ 7,800.00	\$ 7,800.00	\$ 9,360.00	\$ 9,360.00
15. Rip Rap	60	Sq. Yds.	\$ 103.34	\$ 6,200.40	\$ 124.08	\$ 7,444.80
16. Tree Removal	1	Lump Sum	\$ 450.00	\$ 450.00	\$ 1,920.00	\$ 1,920.00
17. Seeding Type A	2.5	Acres	\$ 2,840.00	\$ 7,100.00	\$ 3,408.00	\$ 8,520.00
18. Signs & Barricades	1	Lump Sum	\$ 2,500.00	\$ 2,500.00	\$ 1,200.00	\$ 1,200.00
<i>*denotes math error</i>						
Total Base Bid				\$ 588,393.98 *		\$ 634,240.78
			Written Bid \$ 588,375.98			
Alternate #1 Deduct						
			Unit Price	Total Price	Unit Price	Total Price
1. Deduct 8" Concrete Pavement	2,842	Sq. Yds.	\$ 70.81	\$ 201,242.02 *	\$ 65.00	\$ 184,730.00
2. Add 4" Gravel	2,842	Sq. Yds.	\$ 9.93	\$ 28,221.06	\$ 12.00	\$ 34,104.00
Alternate #1 Total Deduct				\$ 173,020.96 *		\$ 150,626.00
			Written Bid \$ 174,020.96			
Base Bid with Deduct			\$415,373.02		\$483,614.78	
Addenda #1			Ok		Ok	
Bid Bond			Ok - Cashiers Check		Ok	
Start Date			6/3/2024		5/1/2024	
Completion Date			7/31/2024		7/31/2024	

**CITY MANAGER'S REPORT
MARCH 4, 2024 CITY COUNCIL MEETING**

ITEM: **2.F.**

RECOMMENDATION:

Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic cable and installing one new ground level vault.

BACKGROUND:

Great Plains Communications (GPC) of Blair, NE is seeking permission to occupy City utility right-of-way to install underground fiber optic cable, duct and one new ground level vault.

The construction will originate at an existing vault 50 feet East of the intersection of Industrial Park Dr. and the driveway for Booe Machinery. The new cable and duct will continue 1300 feet East on the North side of East Industrial Park Drive and ending at the new ground level vault.

FISCAL IMPACT:(None) GPC will provide the required \$2,500 performance deposit prior to construction.

APPROVALS:



Pat Fawver Utilities Dir.

March 4, 2024



Kyle Potthoff, Public Works Dir.

March 4, 2024



Nate Schneider, City Manager

March 4, 2024



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 2-19-2024
ADDRESS: 1009 West B St. PHONE: 402-278-2325
FAX: _____ START DATE: March 2024 FINISH DATE: May 2024

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

Type: (circle)
Over-Cross
Under-Cross
<u>Occupy</u>
Miscellaneous

With a: (circle)	<u>Fiber</u>	Tree Trimming/Removal
Water Line		Grading
Sewer Line		Other
Gas Line		Electric Line
Telephone Line		(Underground Aerial)
<u>(Underground Aerial)</u>		

Location: Beginning 50' feet (East West North South) of Intersection Industrial Park Drive
and ending (East West North South) 4300' feet of Intersection
Industrial Park Drive & Booe Machinery drive 94

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.

Benny D...
Applicant's Signature

Recommended By _____ Date _____ Director of Public Works Approval _____

Untitled Map

Write a description for your map.

Legend



Booe Machinery

Sub 3/4" sub w/o 4 fiber
200

New Vault
UH-2

New Fiber
12 Fiber
560'

EXT. Vault

For performance plus
McCook ne. W/O #233024

New Fiber
288
1300'

New Vault
UH-3



CITY MANAGER'S REPORT
MARCH 4, 2024 CITY COUNCIL MEETING

ITEM: **3.A.**

RECOMMENDATION:

DISCUSS REQUEST TO THE EXTENT OF A PARTIAL FORGIVENESS OF LIEN

BACKGROUND:

City staff has received a request from Anita Bartels to forgive the City of McCook's special assessment against 406 E 1st Street. The City of McCook filed a special assessment against the property after demolishing the house thereon. The total amount of the special assessment is still due and owing. If the Council wants to act on the item at a later date after discussion, City staff will put an action item on the agenda.

FISCAL IMPACT: None.

prepared by

Nathaniel Mustion, City Attorney

February 28, 2024



Nathan A. Schneider, City Manager

February 28, 2024



Lea Ann Doak, City Clerk
City of McCook
505 West C St.
P.O. Box 1059
McCook, NE 69001

Telephone: (308)345-2022
E-mail: admin@cityofmccook.com
Website: www.cityofmccook.com

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please complete the information below and submit to the City Clerk's office. The item will be reviewed and forwarded to city staff for appropriate action or scheduled for a future meeting of the City Council, if necessary. You will be notified of the staff recommendation or action taken on your request or when the item will be presented to the City Council for consideration.

Name: ANITA BARTELS

Address: 408 E. 1st St. McCook

Telephone Number: 402-806-0469

Email Address: akmbartels@gmail.com

Date of Request: 2-12-24

Description of Requested Topic: (Please be as specific as possible and use additional sheets of paper if needed.)

Council consideration to EXTINGUISH THE
LIEN ON 406 E. 1st St, TO ENABLE US TO
GET A CLEAR TITLE TO PURCHASE 406 E. 1st

For Administrative Purposes:

Date Request Received: _____ Received by: _____

Action Taken: _____

Follow-Up Needed: _____

Signed: _____ Date: _____



**CITY MANAGER'S REPORT
MARCH 4, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM NO. **3.B.** Update regarding the swimming pool project.

BACKGROUND:

Staff would like to keep this item as a place keeper on the McCook City Council agendas while we work through the planning and construction process for both the swimming pool and the ballpark.

APPROVALS:



Nathan A. Schneider, City Manager

February 28, 2024



Lea Ann Doak, City Clerk

February 28, 2024



Tera Koetter, Assistant City Manager

February 28, 2024