

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, October 7, 2024
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Jeremy Labrie, Memorial Methodist Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.

2. Proclamations

A. Approve the proclamation designating October 6 - 12, 2024 as "Fire Prevention Week" and authorize the Mayor to sign.

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 September 16, 2024 regular City Council meeting and the September 4, 2024 and October 1, 2024 special City Council meetings.

B. Ratify the Mayor's appointments to the Airport Advisory Commission - appoint Austin Lambing - term expires November 2025; and to the Planning Commission - reappoint Chad Lyons and Jamie Mockry - terms expire September 2027; and appoint Mark Currier, alternate - term expires March 2027.

C. Ratify the appointment of Lance Gillen, Karen Bortner, Dan Sattler, Staci Blomstedt, Tacie Fawver, Steve Miller, Danny Gullion, Craig Dickes, Darcy Rambali, Jared Muehlenkamp, John Walters, Deborah Walters, Christian Conroy, and Jessica Bedore to the City of McCook's Sports Complex committee.

D. Update regarding the property located at 1107 West 4th Street.

E. Approve an easement from Performance Plus in favor of the City of McCook allowing for the City to maintain a utility easement for property located in the

SW 1/4 of Section 28, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska.

- F. Approve a Memorandum of Understanding with the McCook Economic Development Corporation.
 - G. Approve an Interlocal Cooperation Agreement between the City of McCook and Red Willow County Sheriff's office and authorize the Mayor to sign.
 - H. Adopt Resolution No. 2024-27 setting the property tax request for FY 2024/2025.
 - I. Accept the minutes of the July 10, 2024 Library Advisory Board meeting and the September 16, 2024 Planning Commission meeting.
 - J. Approve a Promissory Note between the City of McCook and Dustin and Amanda Trew.
 - K. Approve the request from Community Hospital to utilize the south one half of the city-owned parking lot located on the east side of the 400 block of West First Street as well as a portion of the on street parking on the east side of West First Street for the purpose of the construction of an apartment complex and the staging of equipment.
4. Regular Agenda.
- A. Consider request and authorize the use of Community Betterment Funds to cover the rental fees for the "Share the Heat" fundraising event to be held at the Heritage Senior Center on October 27, 2024.
 - B. Update regarding the sports complex project.
 - C. Ordinance No. 2024-3087 providing for the amendment of Appendix F, Solid Waste Collection Fees of the City of McCook Code of Ordinances.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2024-3087 upon its third and final reading.
 - 3. Chairperson declaration after vote and passage, if approved.
 - D. Ordinance No. 2024-3088 providing for the amendment of Chapter 38: Appendix E, Water Department Rates and Fees.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2024-3088 upon its third and final reading.
 - 3. Chairperson declaration after vote and passage, if approved.
 - E. Ordinance No. 2024-3089 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2024-3089 upon its third and final.
 - 3. Chairperson declaration after vote and passage, if approved.
 - F. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
OCTOBER 7, 2024, CITY COUNCIL MEETING**

ITEM # 2.A.

RECOMMENDATION:

Approve the proclamation designating October 6th through October 12th as “Fire Prevention Week” and authorize the mayor to sign.

BACKGROUND:

Since 1922, the National Fire Protection Association (NFPA) has sponsored the public observance of Fire Prevention Week. In 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country.

The City of McCook Fire Department is teaming up with the (NFPA) to promote this year's Fire Prevention Week campaign, “**Smoke alarms: Make them work for you! TM**” The campaign works to educate everyone about the small but important actions they can take to keep themselves and those around them safe.

NFPA statistics show that in 2022 U.S. fire departments responded to 374,300 home structure fires. These fires caused 2,720 fire deaths, 10,250 fire injuries, and \$10,821,300,000 in dollar loss.

These numbers show that home fires continue to pose a significant threat to safety. In a typical home fire, you may have as little as one to two minutes to escape safely from the time the smoke detector sounds. Escape planning and practice can help you make the most of the time you have, giving everyone enough time to get out.

Situational awareness is a skill people need to use wherever they go, no matter where you are, look for available exits. If the alarm sounds, take it seriously and exit the building immediately.

This week also reminds us of the dangers that brave first responders face as they risk their lives to fight fires and protect the communities, citizens, and natural resources. The fire service responds to nearly 27 million emergency calls a year. Americans are grateful for the courage, skill, and commitment to public safety, and honor the sacrifice of those who have been injured or killed in their efforts to protect us. Through fire safety and prevention, we can save lives, including those of our firefighters and other first responders.

**CITY MANAGER'S REPORT
OCTOBER 7, 2024, CITY COUNCIL MEETING**

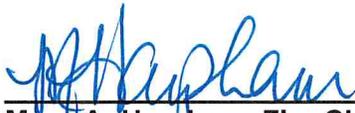
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**FISCAL
IMPACT: None**

RECOMMENDATION:

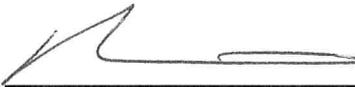
Approve the proclamation designating October 6th through October 12th as "Fire Prevention Week" and authorize the mayor to sign.

APPROVALS:



Marc A. Harpham, Fire Chief

25 SEPT 2024
Date



Nate Schneider, City Manager

October 1, 2024
Date

*Office of the Mayor
McCook, Nebraska
Proclamation*

"FIRE PREVENTION WEEK"

WHEREAS, the City of McCook, Nebraska is committed to ensuring the safety and security of all those living in and visiting our community; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires caused 2,700 civilian deaths in the United States in 2022, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, McCook residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, McCook residents will make sure their smoke alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, McCook residents should test smoke alarms at least once a month; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, McCook's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, McCook's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2024 Fire Prevention Week™ theme, "Smoke alarms; Make them work for you.™," serves to remind us the importance of having working smoke alarms in the home.

THEREFORE, I Linda Taylor mayor of the City of McCook do hereby proclaim October 6 through 12, 2024, as Fire Prevention Week throughout this community, and I urge all the people of McCook to make sure their homes have working smoke alarms and to support the many public safety activities and efforts of McCook's fire and emergency services.

Dated this 7th day of October, 2024.

*In witness whereof, I have hereunto set by
hand and caused this seal to be affixed.*



Linda Taylor, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
OCTOBER 7, 2024 CITY COUNCIL MEETING**

ITEM: **3.A.**

Approve the minutes of the September 16, 2024 regular City Council meeting and the September 4, 2024 and October 1, 2024 special City Council meetings.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 2, 2024

McCook City Council
September 16, 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: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter, Library Director Crocker, 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 September 12, 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 Jeff Kelley, 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.

Police Chief Hodgson introduced Gerry Hunter as the new Detective and James Wright as a new Patrol Officer for the Police Department.

2. Proclamations.

- 2.A. Approve a proclamation designating September 17 through 23, 2024 as "Constitution Week" and authorize the Mayor to sign.

Motion to approve a proclamation designating September 17 through 23, 2024 as "Constitution Week" and authorize the Mayor to sign. This motion, made by Taylor and seconded by Weedon, passed.

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

3. Public Hearings.

- 3.A. Public Hearing - Regarding the request from Josiane Dominguez to move a house owned by Michael and Linda Nielsen from 409 West 1st Street to 72052 N US Hwy 83, said property located outside the limits of the City of McCook, Nebraska, as well as the City's extraterritorial jurisdiction.

Motion to remove from the agenda, at the request of the applicant Josiane Dominguez, Items 3.A. and 3.B. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

- 3.B. Conditionally approve the request from Josiane Dominguez to move a house owned by Michael and Linda Nielsen from 409 West 1st Street to 72052 N US Hwy 83, said property located outside the limits of the City of McCook, Nebraska, as well as outside City's extraterritorial jurisdiction.

- 3.C. Public Hearing - Regarding modifications to McCook Zoning Ordinance No. 2016-2929, Article 3 - Definitions, adding Shouse, prohibiting Shouse in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M), and Article 11 - Residential High Density District (RH); reducing the maximum height provision for accessory buildings from 35 feet to 25 feet in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M) and Article 11 - Residential High Density District (RH); and amending accessory buildings maximum height requirement in Article 21 - Supplementary District Regulations, Section 2103 from 20 feet to 25 feet.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment regarding proposed modifications to McCook Zoning Ordinance No. 2016-2929, Article 3 - Definitions, adding Shouse, prohibiting Shouse in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M), and Article 11 - Residential High Density District (RH); reducing the maximum height provision for accessory buildings from 35 feet to 25 feet in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M) and Article 11 - Residential High Density District (RH); and amending accessory buildings maximum height requirement in Article 21 - Supplementary District Regulations, Section 2103 from 20 feet to 25 feet, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Weedon, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the September 16, 2024 City Council meeting (2 pages), Exhibit #2 - Notice of Hearing published (1

page); Exhibit #3 - Proposed Ordinance No. 2024-3090 (5 pages); and Exhibit #4 - email from Tyler Neal (1 page).

City Manager Schneider reviewed the information contained in Exhibit #1 and noted that at the Planning Commission meeting held just before the Council meeting, unanimously recommended approval to the City Council the changes contained in proposed Ordinance No. 2024-3090.

Tyler Neal spoke in support of the proposed changes.

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

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

YEA: 5, NAY: 0

3.D. Consider Ordinance No. 2024-3090 implementing modifications to McCook Zoning Ordinance No. 2016-2929.

Mayor Taylor introduced Ordinance No. 2024-3090 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE AMENDMENT OF MCCOOK ZONING ORDINANCE NO. 2016-2929, AMENDING ARTICLE 3 - DEFINITIONS, ADDING SHOUSE; AMENDING ARTICLE 8 - RESIDENTIAL LOW DENSITY DISTRICT (RL), ARTICLE 9 - RESIDENTIAL MEDIUM DENSITY DISTRICT (RM), ARTICLE 10 - RESIDENTIAL MEDIUM DENSITY-MOBILE HOME DISTRICT (RM-M), AND ARTICLE 11 - RESIDENTIAL HIGH DENSITY DISTRICT (RH), PROHIBITING A SHOUSE AND REDUCING THE MAXIMUM HEIGHT PROVISION FOR ACCESSORY BUILDINGS FROM 35' TO 25'; AND AMENDING ARTICLE 21 - SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 2103 CHANGING THE ACCESSORY BUILDINGS MAXIMUM HEIGHT REQUIREMENT FROM 20' TO 25'; PROVIDE FOR THE REPEAL OF ANY OTHER CONFLICTING ORDINANCES; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

Ordinance No. 2024-3090 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. This motion, made by Weedin and seconded by Muehlenkamp, passed.

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

YEA: 5, NAY: 0

Motion for final passage of Ordinance No. 2024-3090. This motion, made by Weedin and seconded by Muehlenkamp, passed.

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

YEA: 5, NAY: 0

Mayor Taylor stated for the record that Ordinance No. 2024-3090 is declared lawfully passed and

adopted upon publication as required by law.

3.E. Public Hearing - consider the 2025 McCook Plan of Street Improvements.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the 2025 McCook Plan of Street Improvements with the City Attorney to act as hearing officer. This motion, made by Weedon and seconded by Taylor, passed.

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

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated September 16, 2024 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - proposed Resolution No. 2024-25 (1 page); Exhibit #4 - One Year Street Plan (1 page); Exhibit #5 - Long Range Street Plan (1 page); Exhibit #6 - Map of 2025 - Plan of Street Improvements (1 page); Exhibit #7 - 2025 One & Six Year Plan Budget (1 page); and Exhibit #8 - Projects Completed or Contracted in the Last Fiscal Year (1 page).

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

With no one 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.

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

3.F. Adopt Resolution No. 2024-25 approving the 2025 McCook Plan of Street Improvements.

Motion to adopt Resolution No. 2024-25 approving the 2025 McCook Plan of Street Improvements. This motion, made by Calvin and seconded by Weedon, passed.

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

4. Consent Agenda.

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

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

4.A. Approve the minutes of the September 3, 2024 regular City Council meeting and the September 3, 2024 Budget Hearing.

4.B. Approve and authorize the Mayor Linda Taylor to sign a Memorandum of Understanding between the City of McCook and the McCook Professional Firefighters Association, Local 2100, allowing for one additional floating holiday to be added to the controlling

collective bargaining agreement and amending the collective bargaining unit's contractual pay grid to reflect the finds in the recently completed wage study.

- 4.C. Declare the abandoned, unclaimed, surplus vehicles and property as surplus city property to be disposed of in the appropriate legal manner.
- 4.D. Receive and file an Agreement for the Provision of Limited Professional Services with Miller & Associates, Consulting Engineers, P.C., for the purpose of developing a Redevelopment Plan and assisting with the preparation of Funding Application for the Municipal Infrastructure Aid Program (MIAP) for a Sportsplex in the City of McCook.
- 4.E. Approve Resolution No. 2023-24 adopting the First Amendment to the City of McCook, Nebraska Firefighters Retirement, said amendment is to adopt certain changes enacted under the Cities of the First Class Firefighters Retirement Act, and to adopt other changes required by applicable law.
- 4.F. Approve Resolution No. 2024-20 amending and updating the City of McCook's employee handbook to include one additional floating holiday in Section 7.12 - Holidays.
- 4.G. Receive and file the claims for the month of August 2024, published September 12, 2024.
- 4.H. Approve Resolution No. 2024-26 authorizing the Mayor to sign the 2024 Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standards.
- 4.I. Receive and file the Financial Report for the period ending August 31, 2024.
- 4.J. Approve the Grant of License with Kyle Dellevoet (owner) and Nicholas Wright (owner under contract) for the use of a portion of City of McCook property located in Lot 1, Block 7, Second Addition to the City of McCook, Red Willow County, Nebraska, for the purpose of installing a 6' wood privacy fence and authorize the Mayor to sign.

5. Regular Agenda.

- 5.A. Presentation from Erica Bush with WCNDD (West Central Nebraska Development District) in regards to properties in their designated area that should be declared a nuisance, properties that should be rescinded from previous declaration of nuisance, and properties that need abatement.

Erica Bush, WCNDD, gave a presentation regarding properties in their designated area that should be declared a nuisance, properties that should be rescinded from previous declaration of nuisance, and properties that need abatement.

- 5.B. Approve Resolution No. 2024-21 approving the designation of nuisance properties as deemed by WCNDD and as declared in the Resolution.

Motion to approve Resolution No. 2024 -21 approving the designation of nuisance properties as deemed by WCNDD and as declared in the Resolution. This motion, made by Weedon and seconded by Taylor, passed.

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

5.C. Approve Resolution No. 2024-22 approving the rescinding a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

Motion to approve Resolution No. 2024-22 approving the rescinding a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution. This motion, made by Calvin and seconded by Weedon, passed.

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

5.D. Approve Resolution No. 2024-23 approving the rescinding of a portion of Resolution No. 2024-17 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

Motion to approve Resolution No. 2024-23 approving the rescinding of a portion of Resolution No. 2024-17 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

5.E. Approve WCNDD's Motion to Abate for the properties located at 1110 West 13th, McCook, NE, 1401 West "M", McCook, NE, 1111 West 12th, McCook, NE, and 1201 West 13th, McCook, NE be abated.

Motion to approve WCNDD's Motion to Abate for the properties located at 1110 West 13th, McCook, NE, 1401 West "M", McCook, NE, 1111 West 12th, McCook, NE, and 1201 West 13th, McCook, NE be abated. This motion, made by Weedon and seconded by Muehlenkamp, passed.

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

5.F. Ordinance No. 2024-3085 providing for the adoption of the budget for FY 2024/2025.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3085 by title.

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL

APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

Ordinance No. 2024-3085 has been read by title and I move to approve upon its third and final reading. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

Mayor Taylor stated for the record that Ordinance No. 2024-3085 is declared lawfully passed and adopted upon publication as required by law.

City Manager Schneider noted that the budget included adjustments to city salaries, as required under Nebraska's Industrial Relations Act, that were substantially below those requirements as identified in a recent salary survey; new capital included were a cruiser for the Police Department, sewer main connection repairs for the Library, and a used dump truck, mower, pickup/plow for the Public Works Department; and a 30% increase to liability, property, and casualty insurance premiums.

5.G. Ordinance No. 2024-3086 providing for the adoption of the FY 2024/2025 Fiscal Year Employee Classification Pay Plan.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3086 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2024/2025 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2024-3086 has been read by title, and I move to approve upon its third and final reading. This motion, made by Weedon and seconded by Rambali, passed.

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

Mayor Taylor stated for the record that Ordinance No. 2024-3086 is declared lawfully passed and adopted upon publication as required by law.

City Manager Schneider noted that the plan ties the recently completed Wage Study.

5.H. Ordinance No. 2024-3088 providing for the amendment of Chapter 38: Appendix E, Water Department Rates and Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3088 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE

- APPENDIX E , WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2024-3076 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2024-3088 has been read by title and I move to approve upon its second of three readings. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

5.I. Ordinance No. 2024-3089 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3089 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2024-3077 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

Ordinance No. 2024-3089 has been read by title and I move to approve upon its second of three readings. This motion, made by Weedon and seconded by Rambali, passed.

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

5.J. Ordinance No. 2024-3087 providing for the amendment of Appendix F, Solid Waste Collection Fees of the City of McCook Code of Ordinances.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3087 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2023-3072 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

Ordinance No. 2024-3087 has been read by title and I move to approve upon its second of three readings. This motion, made by Rambali and seconded by Muehlenkamp, passed.

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

5.K. Consider Ordinance No. 2024-3091 setting the salary and compensation of City Manager Nathan A. Schneider.

Mayor Taylor introduced Ordinance No. 2024-3091 and asked the Clerk to read it by title. The Clerk read the title:

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

Ordinance No. 2024-3091 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. This motion, made by Weedin and seconded by Muehlenkamp, passed.

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

Motion for final passage of Ordinance No. 2024-3091. 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 Ordinance No. 2024-3091 is declared lawfully passed and adopted upon publication as required by law.

5.L. Council Comments.

There were no council comments.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:51P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

McCook City Council
September 4, 2024
Special Meeting
8:00 A.M. Central

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, special, and public session at 8:00 o'clock A.M. in the City Council Chambers.

Present: Mayor Taylor, Councilmembers Calvin, Weedon, Rambali.

Absent: Councilmembers Muehlenkamp.

City Officials present: City Manager Schneider, Assistant City Manager Koetter, Utilities Director Fawver, and Water Utility Service Tech Van Pelt.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on August 29, 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. 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.

1. Equipment demonstration in Kearney, Nebraska with the City of Kearney Water Department.

Councilmembers and City Staff traveled to Kearney, Nebraska for an equipment demonstration with the City of Kearney Water Department.

Adjournment.

The meeting was adjourned upon returning to the McCook Municipal Center.

Linda Taylor, Ex-Officio Mayor
and President of the Council

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

McCook City Council
October 1, 2024
12:30 P.M. Central

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 12:30 o'clock P.M. in the City Council Chambers.

Present: Mayor Taylor, Councilmembers Weedin, Rambali.

Absent: Councilmembers Calvin, Muehlenkamp.

Motion to excuse the absence of Councilmember Calvin and Councilmember Muehlenkamp. This motion, made by Weedin and seconded by Rambali, passed.

Calvin: ABSENT, Muehlenkamp: ABSENT, Taylor: YEA, Weedin: YEA, Rambali: YEA
YEA: 3, NAY: 0, ABSENT: 2

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter, and Building Official Mooney.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 27, 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 and called the meeting to order.

1. Regular Agenda.

- 1.A. Approve amendment for the request from Rose Weskamp to move a house owned by Michael and Linda Nielsen from 409 West 1st Street to 71823 Road 386, said property located outside the limits of the City of McCook, Nebraska, within the City's extraterritorial jurisdiction.

City Manager Schneider stated that this requested move has been a challenge. Staff was still working with the mover just before the meeting trying to establish a route that meets the approval of the utilities and set a date where the Police Department would have staff available during the move. Community Hospital has scheduled the dirt work to begin on October 14. The move must occur before that date. He recommended that the motion to approve include conditions that these items be established before the move is approved.

Ms. Weskamp was not present.

Motion to approve amendment for the request from Rose Weskamp to move a house owned by Michael and Linda Nielsen from 409 West 1st Street to 71823 Road 386, said property located outside the limits of the City of McCook, Nebraska, within the City's extraterritorial jurisdiction; condition to it occurring between October 4 - 13, 2024, that all utility companies are on board and approve the route, and that the police department has staff available to provide the proper escort during the move. This motion, made by Taylor and seconded by Weedin, passed.

Calvin: ABSENT, Muehlenkamp: ABSENT, Taylor: YEA, Weedin: YEA, Rambali: YEA
YEA: 3, NAY: 0, ABSENT: 2

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 12:41 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
JANUARY 16, 2023 CITY COUNCIL MEETING**

ITEM: **3.B.**

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Airport Advisory Commission - appoint Austin Lambing - term expires November 2025;
 - Planning Commission - reappoint Chad Lyons and Jamie Mockry - terms expire September 2027; and appoint Mark Currier, alternate - term expires March 2027
-

BACKGROUND:

The Mayor has contacted all appointees and they are willing to serve on these boards.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 2, 2024

AIRPORT ADVISORY COMMISSION

DAVID PFEFFER 902 Airport Road - PO Box 274 Appointed April 2016 (Replaced Doug Vap) Reappointed - October 2023 Term Expires - November 2026 d.pfeffer7829@gmail.com	345-5547 (H) 340-7829 (C)
TREVOR TAYLOR 904 W. 4 th Street Appointed - August 2013 (Replaced Ken Allen) Reappointed - October 2023 Term Expires - November 2026 tmtaylor98@gmail.com	340-0131 (C)
KATRINA FREY 805 W "I" Street Appointed - May 2024 (Replaced Griff Malleck) Term Expires - November 2026 Katz9901@gmail.com	308-863-8623 (C) 345-6590 (W)
AUSTIN LAMBING Appointed - September 2024 (Replaced Dick Trail) Term Expires - November 2025 Austin.Lambing@AirMethods.com	340-6001 (C)
CLEO SPENCER Red Willow Aviaton (FBO) PO Box 444 McCook, NE 69001 Appointed - July 2022 (Replaced Jeff Williams) Reappointed - January 2023 Term Expires - November 2025	(208)293-7848(C)
DOUG SKILES PO Box 36 Appointed - November 2005 Reappointed - June 2024 Term Expires - November 2027 dskiles@slbwcpa.com	345-5100 (O) 345-2342 (H) 345-2943 (F)
MIKE KUGLER #13 Sandpiper Reappointed - June 2024 Term Expires - November 2027 mkugler@kuglercompany.com	345-2280 (O) 345-7006 (H) 345-7756 (F)

*Denotes Chairperson
3 yr. terms

PLANNING COMMISSION

RON FRIEHE

1 Spyglass
Appointed - July 2019
Reappointed - January 2023
Term Expires - September 2025 (Replaced Adam Wolford)
(Extra Territorial Representative)

340-5007
drfriehe100@yahoo.com

CAMY BRADLEY

1714 West 2nd Street
Appointed - September 2017 (Replaced Terri Shipshock)
Reappointed - January 2023
Term Expires - September 2025

345-4900 (W)
350-5536 (C)
cbradley@netitlegroup.com

TAMMIE HILKER

512 East 5th
Appointed - September 1995
Reappointed - April 2023
Term Expires - September 2025

345-3717 (H)
340-7861 (C)
thilker@gpcom.net

BRUCE MCDOWELL

904 West 3rd
Appointed - February 2019 (Replaced Garrett Rippen)
Reappointed - January 2023
Term Expires - September 2025

345-5439 (H)
(303) 883-0587 (C)

brucemcdowell833@gmail.com

MATT DAVIDSON

1505 Centennial
Appointed - June 2019 (Replaced Don Harpst)
Reappointed - August 23
Term Expires - September 2026

340-1347 (C)
matt.davidson@golight.com

KURT VOSBURG

#13 Wedgewood
Appointed - November 2005
Reappointed - August 2023
Term Expires - September 2026

345-8490 (O)
340-0005 (H)
Kurt.vosburg@nebraska.gov

JESSE STEVENS

1606 West 2nd Street
Appointed - September 2015 (replaced Lonnie Anderson)
Reappointed - August 2023
Term Expires - September 2026

345-5688 (H)
345-5598 (O)
340-2932 (C)

CHAD LYONS*

1201 West 2nd Street
Appointed - September 2009 (replaced Dan Miller)
Reappointed - September 2024
Term Expires - September 2027

345-2140 (H)
340-9433 (C)
clyons@mccookbison.org

JAMIE MOCKRY

1614 West 2nd Street
Appointed - June 2021 (Replaced Katie Graham)
Reappointed - September 2024
Term Expires - September 2027

340-6332 (C)
jamiemockrykbc@gmail.com

MARK CURRIER - ALTERNATE

1007 Norris Avenue
Appointed - September 2024 (Replaced Dale Dueland)
Term Expires - March 2027

425-293-2083 (C)
markcurrier1998@gmail.com

*Denotes Chairperson - 3 yr. Terms

**CITY MANAGER'S REPORT
OCTOBER 7, 2024, MCCOOK CITY COUNCIL MEETING**

3.C.
ITEM NO. ___ Ratify the appointment of Lance Gillen, Karen Bortner, Dan Sattler, Staci Blomstedt, Tacie Fawver, Steve Miller, Danny Gullion, Craig Dickes, Darcy Rambali, Jared Muehlenkamp, John Walters, Deborah Walters, Christian Conroy, and Jessica Bedore to the City of McCook's Sports Complex committee.

BACKGROUND:

On October 2, 2024, the City of McCook closed on property that will be used for the construction of a sports complex. The City is requesting the council to appoint Lance Gillen, Karen Bortner, Dan Sattler, Staci Blomstedt, Tacie Fawver, Steve Miller, Danny Gullion, Craig Dickes, Darcy Rambali, Jared Muehlenkamp, John Walters, Deborah Walters, Christian Conroy, and Jessica Bedore to the Sports Complex committee. They will assist the City in choosing a construction manager and designing the layout of the new Sports Complex.

APPROVALS:



Nathan A. Schneider, City Manager

October 1, 2024



Lea Ann Doak, City Clerk

October 1, 2024



Tera Koetter, Assistant City Manager

October 1, 2024

**CITY MANAGER'S REPORT
OCTOBER 7, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.D Update regarding the property located at 1107 West 4th Street.

BACKGROUND:

A few years ago, the City Council authorized the demolition of an unsafe property located at 1107 West 4th Street. The property was damaged beyond repair by a fire. The City Council authorized the use of ACE funds to remove the structure. A special assessment was levied against the property in the amount of \$15,326.50 for costs incurred by the City associated with the removal of the structure.

On May 20, 2022, a sheriff's sale was held regarding the property. The City of McCook exercised its right to purchase the property for the amount it expended in costs.

As required, the City of McCook allowed the property owner two years to redeem the property by paying the special assessment cost to the City. Neither the property owner nor any other individuals claiming a right in the property redeemed the demolition costs, giving the City authority to seek an order directing the sheriff to execute a deed to the City of McCook.

As of the date of this report, the City has not received an order. A copy of the Motion for Final Confirmation of Sale and Notice of Hearing is attached hereto.

APPROVALS:



Nathan A. Schneider, City Manager

September 30, 2024



Lea Ann Doak, City Clerk

September 30, 2024

IN THE DISTRICT COURT OF RED WILLOW COUNTY, NEBRASKA)	
CITY OF MCCOOK, A Municipal Corporation,)	CASE NO. CI 21-159
)	
Plaintiff,)	
vs.)	
)	MOTION FOR FINAL
SARAH L. WEDERSKI,)	CONFIRMATION OF
)	SALE
Block Six (6), Lot Ten (10), Third Addition to)	AND NOTICE OF
the City of McCook, Red Willow County,)	HEARING
Nebraska (Parcel ID 000817400),)	
)	
And all other persons/entities having or)	
claiming any right, interest or title in and to)	
said real estate designated herein as "John)	
Doe and Jane Doe, Real Names Unknown,")	
)	
Defendants.)	

COMES NOW the Plaintiff, by and through Nathaniel J. Mustion, the attorney for the City of McCook, and pursuant to NEB. REV. STAT. § 77-1917.01 moves the Court for an order for final confirmation of the sheriff's sale held herein on May 20, 2022, regarding the following-described real estate, to wit:

Block Six (6), Lot Ten (10), Third Addition to the City of McCook, Red Willow County, Nebraska

and for an order directing the Sheriff of Red Willow County, Nebraska, to make, execute and deliver a deed to **CITY OF MCCOOK, NEBRASKA** purchaser of said real estate for the total sum of **Fifteen Thousand Three Hundred Seventy-Six Dollars and 50/100 (\$15,326.50)**.

Dated: September 19, 2024.

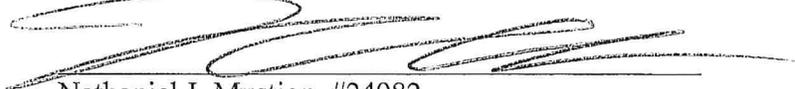
CITY OF MCCOOK, a municipal corporation
Plaintiff

By: 

Nathaniel J. Mustion, #24982
MOUSEL, BROOKS, SCHNEIDER,
MUSTION & SHIFFLET, P.C., L.L.O.
101 West C Street
McCook, NE 69001
njmustion@mbgslaw.com
(308) 345-1600
Attorney for Plaintiff

NOTICE OF HEARING

PLEASE TAKE NOTICE that the Plaintiff's MOTION FOR FINAL CONFIRMATION OF SALE AND NOTICE OF HEARING will be heard by telephone on September 27, 2024, at 2:45 p.m. CST, or as soon thereafter as the Court may conveniently hear the same. All parties wishing to participate in the hearing are to call the following number on the date and time mentioned above to join in the hearing: 571-525-1203, access code 4650723#.



Nathaniel J. Mustion, #24982
MOUSEL, BROOKS, SCHNEIDER,
MUSTION & SHIFFLET, P.C., L.L.O.
101 West C Street
McCook, NE 69001
njmustion@mbgslaw.com
(308) 345-1600
Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 27 day of September, 2024, a true and correct copy of the foregoing MOTION FOR FINAL CONFIRMATION OF SALE and NOTICE OF HEARING, were served via email upon the following person(s), to wit:

Alexis Davidson at adavidson@mnbank.com
Lea Ann Doak at lidoak@cityofmccook.com



**CITY MANAGER'S REPORT
OCTOBER 7, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM: 3.E. Approve an easement from Performance Plus in favor of the City of McCook allowing for the City to maintain a utility easement for property located in the SW 1/4 of Section 28, Township 3North, Range 29 West of the 6th P.M. in Red Willow county, Nebraska.

BACKGROUND:

As part of Performance Plus' project, a utility easement from Performance Plus to the City of McCook is needed to allow the City access to the property for the purpose of constructing and maintaining water metering infrastructure. The easement is perpetual, giving the City authority to operate in the easement area for the life of the structure. The easement is binding on Performance Plus' heirs and assigns.

APPROVALS:



Lea Ann Doak, City Clerk

October 1, 2024



Nathan A. Schneider, City Manager

October 1, 2024

Utility Easement Agreement

This UTILITY EASEMENT AGREEMENT (this "**Agreement**"), dated as of the ____ day of _____ 2024 (the "Effective Date"), is entered into between Performance Plus of Colorado, a Colorado limited liability registered to do business in the State of Nebraska, having its principal place of business at 1120 S. Front Street, PO Box 1807, Sterling, Colorado 80751 (the "**Grantor**") and the City of McCook, a Municipality of the State of Nebraska, having an address at 505 West C. St., McCook, Nebraska 69001 (the "**Grantee**").

1. Grant of Easement. For good and valuable consideration of less than Five Hundred and 00/100 Dollars, and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee and its successors, and assigns, subject to the terms and conditions of this Agreement, a perpetual exclusive easement and right-of-way (the "**Easement**") in, under, through, over, across, and upon the Grantor's Land (as defined in Section 2) with the right, privilege, and authority to:

(a) Construct, reconstruct, install, relocate, extend, repair, replace, maintain, operate, inspect, patrol, abandon, redesign, rebuild, alter, and remove the Grantee's water meter (collectively, the "**Facilities**"), and the roadways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities (the "**Easement Area**") and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of water metering services to the Grantor and others. On Grantor's request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the Facilities installed in the Easement Area.

(b) From time to time, without further payment therefor, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or underground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the reasonable opinion of Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width.

(c) Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1, including

(d) excavating and re-excavating ditches and/or trenches for the location of the Facilities; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to the same condition as existed prior to such excavation.

(e) Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

2. Description of Grantor's Land. Grantor is the fee owner of certain land located in the City of McCook, County of Red Willow, and State of Nebraska, more particularly described as set forth in Exhibit 1 attached hereto and made a part hereof ("**Grantor's Land**").

3. Easement Area. The Easement Area shall consist of a portion of the Grantor's Land, the location of the Easement Area is shown on the sketch attached hereto as Exhibit 2.

4. Facilities Ownership. The Facilities shall remain the property of the Grantee, its successors and assigns.

5. Restrictions on Grantor. Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with Grantee that:

(a) No act will be permitted within the Easement Area which is inconsistent with the Easement.

(b) No trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, not to be unreasonably withheld, conditioned, or delayed, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures that might damage or interfere with the Facilities.

(c) The Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

(d) The present grade or ground level of the Easement Area will not be changed by excavation or filling.

(e) Grantor shall remain responsible for any and all taxes affecting the Easement Area.

6. Reserved Rights. Grantor and those claiming through Grantor reserve the right to:

(a) Cross and recross the Easement Area around the Facilities.

(b) Approve any proposed relocation of the Facilities by Grantee, in Grantor's sole and absolute discretion.

None of the above actions by Grantor shall unreasonably interfere with, obstruct, or endanger any rights granted to Grantee in this Agreement and shall not disturb the grade of the Easement Area as it now exists.

7. Grantee Rights Beyond Easement Area. Grantee shall have the right to cut, remove, and dispose of dead, diseased, weak, or leaning trees on lands of the Grantor adjacent to the Easement Area which may now or hereafter strike, injure, endanger, or interfere with the maintenance and operation of any of the Facilities, provided that any timber so cut shall remain the property of the Grantor. Grantor shall notify Grantee of any party with whom Grantor contracts and who owns as a result thereof any trees to be cut as set forth above. Grantee shall also have the right to install, maintain, and use on lands of the Grantor adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the surface of the Easement Area.

8. Grantee's Duties. Upon completion of the construction of the Facilities set forth in Section 1, Grantee shall restore the surface of Grantor's Land contiguous to and within the Easement Area. Unless otherwise agreed to by the parties, restoration shall consist of replacing or restoring, to a condition equal to or better than original, all topsoil, lawns, shrubs, fences, fields, curbs, sidewalks, driveways, parking lots, pavements, guide rails, incidental works, and any and all other property removed or damaged in any way by Grantee's construction activities.

9. Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of the Easement or the Facilities for a period of five (5) consecutive years, this Agreement and all easement rights granted hereunder shall terminate and revert back to Grantor. For the purposes of this Section 9, "abandon" shall mean non-use of the Easement or Facilities.

10. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor arising from or by reason of Grantee's access to or use of the Easement Area.

11. Assignment. The Grantee, together with its successors and assigns, is hereby expressly given and granted the right to assign this Agreement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally.

12. Binding Agreement; Recording. This Agreement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Agreement. This Agreement shall be recorded in the office of Register of Deeds of Red Willow County, Nebraska.

13. Governing Law; Submission to Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF NEBRASKA, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ANY SUCH PARTY'S ADDRESS INDICATED IN SECTION 17 OF THIS AGREEMENT.

14. Equitable Remedies. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

15. Notice. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally or regionally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 P.M. Mountain Time Zone on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Grantor:

Name: Performance Plus of Colorado, LLC
c/o: Christopher James Dinsdale
Address: 1120 S. Front St., Sterling CO 80751
Telephone: 970-522-9052
Email: brente@ppl-usa.biz

with a copy to:

Name: Williamson Lowery Fredregill
ATTN: Kelly Zorn Lowery
Address: PO Box 70, Sterling, CO 80751

Telephone: 970-522-2341

Email: Kelly@WLFLawFirm.com

To Grantee:

Name:

Address:

Telephone

Facsimile:

Email:

with a copy to:

Name:

Address:

Telephone

Facsimile:

Email:

Any party may change its address for purposes of this Section 17 by giving written notice as provided in this Section 17. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 17.

16. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that they are the duly authorized representative of the signing party and that their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

19. Further Cooperation. Each signatory to this Agreement agrees to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to carry out the provisions hereof and give effect to the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

GRANTOR:

PERFORMANCE PLUS OF COLORADO,
LLC

By: _____
Name: Brente Erickson
Title: President of the LLC

GRANTEE:

City of McCook, State of Nebraska

By: _____
Name:
Title: Mayor of McCook, Nebraska

STATE OF _____)
) ss.
COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____ day of _____ 2024,
by Brent Erickson, as President of the Performance Plus of Colorado, a Colorado limited liability
company.

Witness my hand and official seal.

My commission expires: _____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____ day of _____ 2024,
by _____, as Mayor of the City of McCook, State of Nebraska.

Witness my hand and official seal.

My commission expires: _____
Notary Public

EXHIBIT 1

(Legal Description of Grantor's Land)

LOT 1, MCCOOK BUSINESS PARK PHASE II ADDITION TO MCCOOK, RED WILLOW COUNTY, NEBRASKA.

EXHIBIT 2

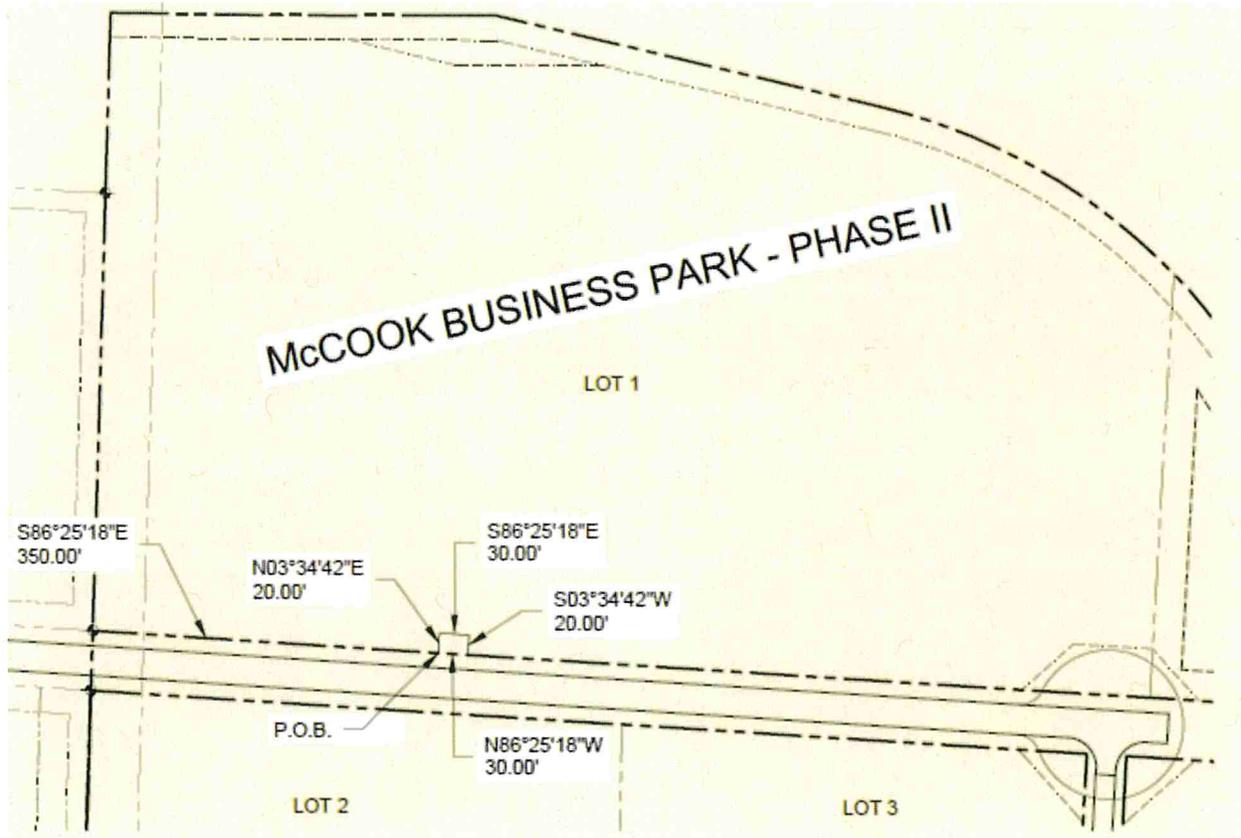
(Easement Area)

Legal Description

A utility easement located in the SW 1/4 of Section 28, 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 Lot 1, McCook Business Park – Phase II Addition, thence S86°25'18"E (assumed and all bearing relative to) along the South property line of said Lot 1, a distance of 350.0 feet to a point. Said point being the Point of Beginning. Thence N03°34'42"E a distance of 20.0 feet to a point, thence S86°25'18"E, a distance of 30.0 feet to a point, thence S03°34'42"W, a distance of 20.0 feet, thence N86°25'18"W a distance of 30.0 feet to the Point of Beginning.

Said easement containing 0.01 acres more or less.



4888-1219-2998, v. 2

**CITY MANAGER'S REPORT
OCTOBER 7, 2024 MCCOOK CITY COUNCIL MEETING**

3.F.
ITEM NO. ___ Approve a Memorandum of Understanding with the McCook Economic Development Corporation.

BACKGROUND:

The McCook Economic Development Corporation authorized an upfront funding of \$250,000 from the LB 840 program to assist with the purchase of real property designated to be developed as a sports complex. Additionally, the property can be developed for residential and commercial purposes, as well. The MEDC and City of McCook intend for the LB 840 funds to be paid back to the MEDC as lots are sold for development. In order to memorialize this understanding, both parties agree that an MOU is appropriate. There is no interest or stated term associated with the MOU. The funds will be replenished as the property develops.

The City appreciates the assistance of the MEDC. The new development will provide great economic benefits to our community.

APPROVALS:



Nathan A. Schneider, City Manager

October 2, 2024



Lea Ann Doak, City Clerk

October 2, 2024



Tera Koetter, Assistant City Manager

October 2, 2024

**McCOOK ECONOMIC DEVELOPMENT CORPORATION
SEPTEMBER 23, 2024 4:00 P.M.
KBC TRAINING ROOM**

City of McCook's Funding Request for North Town Development Project

Greg Wolford moved to loan the City of McCook up to \$250,000 from the LB840 fund at 0% interest to assist in the purchase of the Walter property north of Q Street for future housing and retail development. Proceeds from lots sold will be used to repay the fund. Tim Wiebe seconded the motion, which carried.

CERTIFICATE AS TO MINUTES OF MEETING OF DIRECTORS:

I, Greg Wolford, Vice-President of McCook Economic Development, certify that the above is a true and correct excerpt from the minutes of the regular board meeting of McCook Economic Development Corporation held at 402 Norris Avenue, Suite 302 on Monday, September 23, 2024 and that the meeting was duly called and held in all respects in accordance with the laws of the State of Nebraska and bylaws of the company and that a quorum was present.

Greg A Wolford

Greg A Wolford (Oct 2, 2024 07:36 CDT)

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
City of McCook
AND
McCook Economic Development Corporation

DATE: October 1, 2024

1. PURPOSE

This MOU establishes the terms and conditions for a loan of \$250,000 from the LB840 fund to the City of McCook for the purpose of purchasing the Walter property north of Q Street in McCook Nebraska for future housing and retail development.

2. LOAN DETAILS

- **Loan Amount:** \$250,000
- **Interest Rate:** 0%
- **Repayment Terms:** The loan will be repaid as the City of McCook sells lots from the property.

3. RESPONSIBILITIES

- **City of McCook:**
 - Utilize the loan funds specifically for the purchase of the Walter property.
 - Ensure timely repayment of the loan as per the agreed-upon terms.
- **McCook Economic Development Corporation:**
 - Facilitate the loan process and provide oversight of the repayment mechanism.

4. TERM

This MOU shall become effective upon signing and will remain in effect until the loan is fully repaid.

6. AMENDMENTS

This MOU may be amended or modified only by written agreement signed by both parties.

7. GOVERNING LAW

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

8. SIGNATURES

By signing below, the parties agree to the terms outlined in this MOU.

City of McCook

McCook Economic Development Corporation

Linda Taylor, Mayor

Date

Greg Wolford, Vice President

Date

**CITY MANAGER'S REPORT
OCTOBER 7, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM 3.G. Approve an Interlocal Cooperation Agreement between the City of McCook and Red Willow County Sheriff's Office.

BACKGROUND:

The Red Willow County Sheriff's Office has asked the City of McCook to enter into an Interlocal Cooperation Agreement which will permit the City of McCook to assist the Red Willow County Sheriff's Office with emergency response calls for service in Red Willow County. Staff has reviewed the request with our insurance broker and feel comfortable that such assistance can be provided after an Interlocal Cooperation Agreement has been entered.

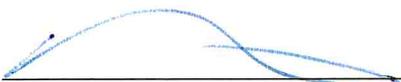
A copy of the Interlocal Cooperation Agreement is attached to this report, with the terms of said Agreement contained within.

APPROVALS:



Lea Ann Doak, City Clerk

September 30, 2024



Nate Schneider, City Manager

September 30, 2024

INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL AGREEMENT (“AGREEMENT”) is entered into by and between the Red Willow County Sheriff’s Office herein referred to as “COUNTY”, and the City of McCook Police Department herein referred to as ”CITY”. Collectively the COUNTY and CITY may be referred to as “PARTIES”, and individually each may be referred to as “PARTY”.

WHEREAS, the parties are public agencies for the purpose of the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 through §13-827;

WHEREAS, the Interlocal Cooperation Act permits any two or more public agencies to enter into agreements with one another for joint of cooperative action;

WHEREAS, COUNTY desires to enlist the services of the CITY at times and by necessity, having inadequate staffing would;

1. Request assistance and authorize the CITY to respond to instances where the safety of the public or the law enforcement officer would be at risk,
2. Acknowledge the CITY will respond only during emergency staffing situations,
3. The CITY will respond to control the scene until an agency with jurisdictional authority arrives at which point the scene will be turned over to that agency whether it be the COUNTY or another agency with jurisdictional authority.

WHEREAS, the COUNTY acknowledges that the primary responsibility of the CITY is to the citizens of the City of McCook.

WHEREAS, the COUNTY acknowledges that the CITY will not be made available to cover for routine staffing such as coverage for leave time or in lieu of the COUNTY responding to calls for service. Or, will the CITY respond to calls for service of a less serious nature such as crimes involving property only. The CITY shall have jurisdiction to utilize whatever means necessary to stabilize and render safe the situation. The COUNTY would be responsible for any follow-up.

WHEREAS, the COUNTY acknowledges that when the CITY is at minimum staffing, which is determined to be two officers per shift, the CITY will not be made available for calls outside of the City

of McCook unless the situation is of dire consequences where the potential for loss of life exists. CITY will respond by authorization of the Chief of Police or his designee. In the event or a dire need where loss of life is a potential, CITY will attempt to call in additional personnel to provide police services.

WHEREAS, both the COUNTY and the CITY shall be responsible for their respective agencies reporting and evidence collection. The Sheriff will make arrangements for the transfer of custody of any evidence collected by the CITY, if any.

WHEREAS, the COUNTY agrees to a rate of \$50 per hour per additional personnel to cover the costs of wages, fuel, and milage.

WHEREAS, the CITY would have discretion as the type of response whether it be singularly or through a collective effort based on the availability of personnel who are called in.

WHEREAS, this agreement will be inclusive of Agreements entered into by the COUNTY with other entities, to wit: other Counties or Cities having entered into similar agreements with the COUNTY that may be able to render assistance or response in a timelier manner than could the City.

WHEREAS, this agreement is meant to ensure the safety of all the residents of Red Willow County and will be used as the exception and not habitually by the County. The COUNTY in kind will respond at the request of the CITY rendering aid during times of extreme need or emergency already having jurisdiction within the county.

WHEREAS, the term of this agreement shall be for one (1) year from the date of completion of acceptance. It may be renewed annually for (1) one-year periods on such terms as the PARTIES agree upon.

WHEREAS, no separate legal or administrative entity is created by this agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1. Emergency: For purposes of this Agreement "Emergency" shall mean a serious, unexpected, and often dangerous situation requiring immediate action.

2. Term and Termination: This Agreement shall commence on the date of its execution and shall remain in effect until terminated by either PARTY upon (30) days' written notice to the other PARTY.
3. Responding Law Enforcement Agency: The COUNTY shall serve as the primary responding agency. In the event of an "Emergency" the CITY, at the direction of the Chief of Police or his designee, will respond providing services to render the situation safe. Once the situation is safe the COUNTY will be responsible for any follow-up.
4. Duties of the CITY at an "Emergency": In the event of an "Emergency", the CITY shall:
 - a. Respond accordingly to the situation at hand.
 - b. Take necessary enforcement action to render safe the situation
 - c. Hold the scene until the COUNTY or another agency with jurisdictional authority can arrive.
5. Extent of CITY's Response: The CITY may provide such equipment and personnel as may be necessary for the proper and adequate response to an "Emergency". The CITY shall have the sole discretion in the determination of available resources, equipment, and personnel that can safely be provided to the COUNTY. The CITY may recall to its jurisdiction such resources, equipment, and personnel necessary to meet the needs of its own jurisdiction. Further, the CITY may recall to its jurisdiction such resources, equipment, and personnel if the CITY in its sole discretion determines it is unsafe or inappropriate to remain on scene.
6. Requests for Service: Requests for services for an "Emergency" shall be made through the CITY's E911 Dispatch Center. The dispatch center handles radio communications for the COUNTY and in the event of an "Emergency" would relay information to the on-duty deputies or on-duty Sheriff.
7. Coordination of Emergency Services: The responding CITY officer shall have command authority until the scene is turned over to the COUNTY or other law enforcement agency with jurisdictional authority.
8. Initial Response Location: In the event of an "Emergency" and the CITY under its sole discretion determines the need to call in off-duty personnel, said off-duty personnel shall respond to the CITY's police department where said personnel will receive further instructions.
9. Records and Reports from an "Emergency": Each PARTY shall have the right to request from the other all records and reports relating to the "Emergency" requiring the CITY's response.
10. Costs and Expenses: The COUNTY shall be responsible for all CITY personnel at a cost of \$50 per hour. Such hourly rate shall include but not be limited to wages, fuel, and mileage.

11. Insurance Requirements: To the extent allowed by law, the COUNTY shall ensure that the CITY is named as an additional insured on its insurance policy covering the COUNTY. This insurance policy shall act as primary insurance for any occurrence during the course of the CITY responding to an "Emergency". Furthermore, the COUNTY's insurance policy shall expressly waive any right of subrogation against the CITY's insurer.
12. Indemnification: The COUNTY agrees to indemnify, defend, and hold harmless the CITY, its officers, agents, and employees, from and against any and all claims, damages, liabilities, losses, and expense, including but not limited to attorney fees and court costs, arising out of or resulting from the response to the "Emergency".
13. Amendment: This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
14. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

The CITY

COUNTY:

Date: _____

Date: _____

Mayor Linda Taylor

Commissioner Ted Gans – Chairman

Date: _____

Date: _____

Chief Kevin A. Hodgson

Sheriff Kevin Darling

Attest:

City Clerk Lea Ann Doak

**CITY MANAGER'S REPORT
OCTOBER 7, 2024 CITY COUNCIL MEETING**

ITEM: 3.H.

Adopt Resolution No. 2024-27 setting the property tax request for FY 2024/2025.

BACKGROUND:

This is the final step of the budget process as required by Nebraska Revised Statute 77-1601.02 which provides that the property tax request for the prior year shall be the property tax request for the current year unless the Council passes by majority vote a resolution or ordinance setting the tax request at a different amount after a special hearing has been held. Our hearing was held at the same time as the budget hearing on September 3, 2024. The Red Willow County Joint Public Hearing was on September 17, 2024.

Our levy amount for the General Fund will be \$.44. The current city valuation will generate \$2,593,593.14 tax revenue for the coming fiscal year. The City's maximum levy is \$.45.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 2, 2024

RESOLUTION NO. 2024-27

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of McCook passes by majority vote a resolution or ordinance setting the tax request; and

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

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

1. The 2024-2025 property tax request be set at \$2,593,593.14 for the General Fund.
2. The total assessed value of property differs from last year's total assessed value by 5.88 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.321895 per \$100 of assessed value.
4. The City of McCook proposes to adopt a property tax request that will cause its tax rate to be 0.44 per \$100 of assess value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of McCook will increase (or decrease) last year's budget by -2.67 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2024.

PASSED AND APPROVED THIS 7th day of October, 2024.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

Motion by _____, seconded by _____ to adopt Resolution No. 2024-27,

Voting yes were:

Voting no were:

**CITY MANAGER'S REPORT
OCTOBER 7, 2024 CITY COUNCIL MEETING**

ITEM: 3.1.

RECOMMENDATION:

Accept the minutes of the July 10, 2024 Library Advisory Board meeting and the September 16, 2024 Planning Commission meeting.

BACKGROUND:

Accept minutes from various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 3, 2024

McCook City Library Advisory Board Meeting Minutes
July 10, 2024

The meeting was called to order by Kevin at 4:08. Members present were Kevin Cochran, Staci Blomstedt, Sharon Bohling and Jody Crocker.

There were no public comments.

Notice of the meeting was given in advance thereof by publication in the *McCook Gazette* on July 5, 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 all members of the Library Board. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to attendance from the public.

Minutes of the May 8 meeting were approved as summarized and read by Kevin.

There were no board additions to the agenda.

Unfinished business: Microfilm reader is still inoperable. A new machine would cost approximately \$13000. Microfilm reels would be \$190 each to digitize. It was suggested that Jody check with the Nebraska Library Commission to see if anyone has a reader for sale.

Director's report:

- 2 weeks and 1 day remain of summer reading program (but who's counting!)
- Attendance at Move and Groove is building
- Story time attendance has been inconsistent
- Interns will be working on web design for the Birdella Nelson Technology Center
- 1000 books before kindergarten is being promoted through special invitation
- Jody attend the Central Plains Library System annual meeting in Holdrege and was elected a second time as vice-president
- City budget meeting is tomorrow. Her one request for capital improvements is to recover the "mushrooms" by the south front entrance

The board will be working on policy updates. These will include but not be limited to fines and LIBBI privileges for out-of-state patrons.

The meeting was adjourned by Kevin at 4:20.

The next meeting will be September 11 at 4 pm.

Secretary du jour: Sharon Bohling
Sharon Bohling

McCook Planning Commission
Regular Meeting
September 16, 2024
5:00 P.M. 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 Lyons; Commissioners Bradley, Davidson, Dueland, McDowell, Mockry.

Absent: Vice Chair Hilker; Commissioners Friehe, Stevens, Mockry.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 12, 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 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 Lyons announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review.

1. Approve the minutes of the August 12, 2024 regular Planning Commission meeting.

Motion to approve the minutes of the August 12, 2024 regular Planning Commission meeting. This motion, made by Mockry and seconded by McDowell, passed.

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

YEA: 6, NAY: 0, ABSENT: 4

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding modifications to McCook Zoning Ordinance No. 2016-2929, Article 3 - Definitions, adding Shouse, prohibiting Shouse in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M), and Article 11 - Residential High Density District (RH); reducing the maximum height provision for accessory buildings from 35 feet to 25 feet in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M) and Article 11 - Residential High Density District (RH); and amending accessory buildings maximum height requirement in Article 21 - Supplementary District Regulations, Section 2103 from 20 feet to 25 feet.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding proposed modifications to McCook Zoning Ordinance No. 2016-2929, Article 3 - Definitions, adding Shouse, prohibiting Shouse in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M), and Article 11 - Residential High Density District (RH); reducing the maximum height provision for accessory buildings from 35 feet to 25 feet in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M) and Article 11 - Residential High Density District (RH); and amending accessory buildings maximum height requirement in Article 21 - Supplementary District Regulations, Section 2103 from 20 feet to 25 feet, with the City Attorney to act as hearing officer. This motion, made by Lyons and seconded by McDowell, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: ABSENT, Vosburg: ABSENT
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the September 16, 2024 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); and Exhibit #3 - Proposed Ordinance No. 2024-3090 (5 pages).

City Manager Schneider reviewed the information contained in Exhibit #1 and noted that there will be more discussion on this issue as we move forward with the zoning regulations update.

Mr. Schneider read and email from Tyler Neal in support of the proposed shouse provisions and offered it into evidence as Exhibit #4.

Discussion included what areas would shouses be allowed in; are lot line adjustments required to go before the Planning Commission and Council for approval; concerns regarding lot coverage, some of the accessory structures appear to be larger than the house.

Tyler spoke in support of the proposed shouse provisions.

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

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: ABSENT, Vosburg: ABSENT
YEA: 6, NAY: 0, ABSENT: 4

2.B. Recommend approval of the modifications to McCook Zoning Ordinance No. 2016-2929, Article 3 - Definitions, adding Shouse, prohibiting Shouse in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M), and Article 11 - Residential High Density District (RH); reducing the maximum height provision for accessory buildings from 35 feet to 25 feet in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density -

Mobile Home District (RM-M) and Article 11 - Residential High Density District (RH); and amending accessory buildings maximum height requirement in Article 21 - Supplementary District Regulations, Section 2103 from 20 feet to 25 feet.

Motion to recommend approval of the modifications to McCook Zoning Ordinance No. 2016-2929, Article 3 - Definitions, adding Shouse, prohibiting Shouse in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M), and Article 11 - Residential High Density District (RH); reducing the maximum height provision for accessory buildings from 35 feet to 25 feet in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M) and Article 11 - Residential High Density District (RH); and amending accessory buildings maximum height requirement in Article 21 - Supplementary District Regulations, Section 2103 from 20 feet to 25 feet. This motion, made by Lyons and seconded by Mockry, passed.

Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Hilker: ABSENT, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: ABSENT, Vosburg: ABSENT
YEA: 6, NAY: 0, ABSENT: 4

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 5:32 P.M.

Lea Ann Doak, City Clerk-Treasurer
Recording Secretary

**CITY MANAGER'S REPORT
OCTOBER 7, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM 3.J. Approve a Promissory Note between the City of McCook and Dustin and Amanda Trew.

BACKGROUND:

The property located at 808 ½ East 7th Street is part of a four-plex condominium. The structure was built in the early 1970's. There was no condominium agreement included with the structure. When the structure was built, only one waterline was installed to serve all four properties.

Fast forwarding to the present, McCook's Code of Ordinances require each residential unit owned by an individual property owner to install its own individual waterline. The individual residential units contained within the four-plex structure only have one waterline serving the entire complex. Current City of McCook staff has learned that for decades, one property owner has collected the utility payments from each individual owner and submitted the entire payment to the City of McCook. This method worked until difficulties arose among the property owners.

Staff has told the property owners that they will need to install individual waterlines to each individual unit at their own cost. Concern was expressed by an owner regarding the price of the installation. Staff has worked with the property owner to come up with a solution. Staff and the property owner have agreed to an arrangement whereby the cost of installation is covered by an additional payment of \$100/month to the property owner's water bill and a continuing lien against the property, said payment/lien obligation to be extinguished upon the full repayment of the waterline installation cost. A promissory note will be executed to acknowledge the obligation. Additionally, staff has required the water account associated with 808 ½ East 7th Street remain with the current owners so as to allow for payment tracking.

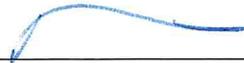
The only reason staff has suggested this method of installation/payment is that the City allowed the four-plex to be constructed with separate, individual units occupied by differing individuals without requiring separate plumbing for each unit. Staff would not suggest taking this action but for the original mistake on the part of prior City of McCook administration.

APPROVALS:



Lea Ann Doak, City Clerk

September 30, 2024



Nate Schneider, City Manager

September 30, 2024



Pat Fawver, Utilities Director

September 30, 2024

PROMISSORY NOTE

This Promissory Note ("Note") is entered into by and between the City of McCook, Nebraska ("City"), and Dustin Trew and Amanda Trew ("Borrowers"), residing at 806 1/2 East 7th Street, McCook, Nebraska 69001.

1. Principal and Purpose

The City agrees to install an individual water service at the Borrowers' property, and the City will initially bear the cost of the project. The total cost of the project is Four Thousand Eighty-Four Dollars (\$4,084.00).

2. Repayment Terms

The Borrowers agree to repay the City the principal sum of \$4,084.00 in monthly installments of One Hundred Dollars (\$100.00), which will be added to the Borrowers' monthly water bill. No interest will be charged on said sum. Payments will commence on the first day of the month following the completion of the water service installation and will continue on the same day of each succeeding month until the full amount is repaid.

3. Utility Billing Requirement in Case of Lease

In the event that the Borrowers lease the property located at 806 1/2 East 7th Street, McCook, Nebraska, they shall maintain all City of McCook utility accounts, including water, in their names during the term of the lease. The Borrowers agree that they will not transfer the responsibility for payment of any utility bills to the tenant(s) and will remain fully responsible for timely payment of all utility charges, including those related to the repayment of this Promissory Note.

4. Special Assessment

The Borrowers agree and consent that the cost of the project, \$4,084.00, will be assessed against their property as a special assessment. The property is legally described as:

The South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9) of Block One (1), John E. Kelley Memorial Addition to the City of McCook, Red Willow County

In the event that the Borrowers sell the property before the full amount is repaid, any outstanding balance of the special assessment will be paid from the gross proceeds of the sale.

5. Prepayment

The Borrowers may prepay the entire balance or any portion of this Note at any time without penalty.

6. Default

Failure to make any monthly payment when due will constitute a default under this Note. In the event of default, the entire outstanding balance will become immediately due and payable at the option of the City.

7. Security for the Loan

This Note is secured by the special assessment against the Borrowers' property, as provided under the laws governing the City of McCook, Nebraska.

8. Severability

If any provision of this Note is determined to be invalid or unenforceable, the remainder of the Note shall continue in full force and effect.

9. Governing Law

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

IN WITNESS WHEREOF, the undersigned have executed this Promissory Note as of the date first written above.

Date: _____

Date: _____

Linda Taylor, Mayor City of McCook

Dustin Trew

Amanda Trew

**CITY MANAGER'S REPORT
OCTOBER 7, 2024 CITY COUNCIL MEETING**

ITEM: 3.K.

RECOMMENDATION:

APPROVE THE REQUEST FROM COMMUNITY HOSPITAL TO UTILIZE THE SOUTH ONE HALF OF THE CITY OWNED PARKING LOT LOCATED ON THE EAST SIDE OF THE 400 BLOCK OF WEST FIRST STREET AS WELL AS A PORTION OF THE ON STREET PARKING ON THE EAST SIDE OF WEST 1ST FOR THE PURPOSE OF THE CONSTRUCTION OF A STUDENT HOUSING FACILITY AND THE STAGING OF EQUIPMENT.

BACKGROUND:

This is a request from Community Hospital to utilize a portion of the city owned parking lot located on the east side of the 400 block of West First Street. They are also requesting to close and utilize a portion of the on street parking that is adjacent to the parking lot and their building site.

In return for the use of these areas, Community Hospital has agreed to resurface the entire parking lot once their construction project is complete.

A drawing is attached showing the areas that they are requesting to use.

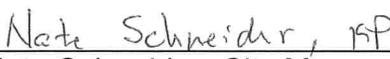
**FISCAL
IMPACT:** None.

APPROVALS:



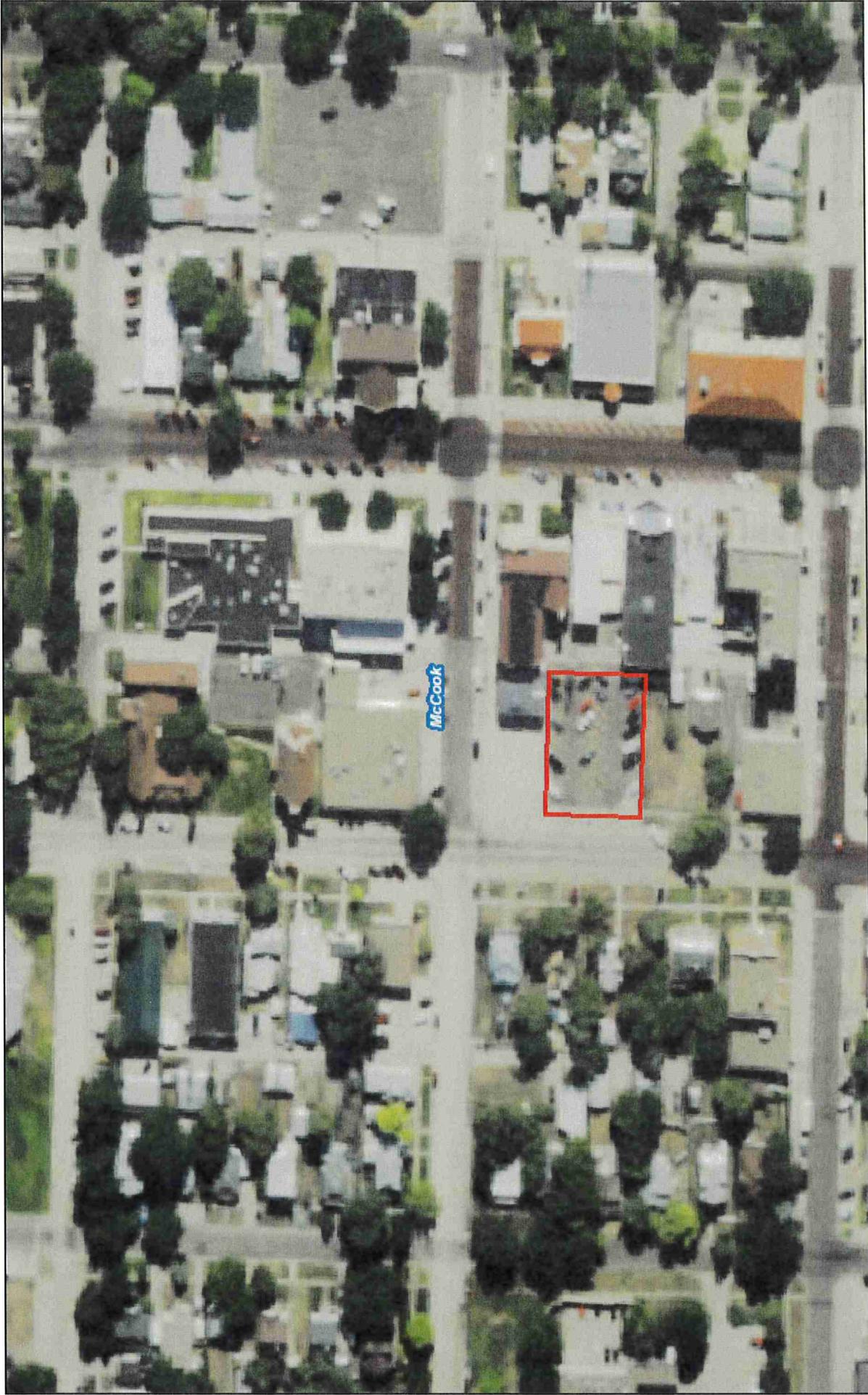
Kyle Potthoff, Public Works Director

October 3, 2024



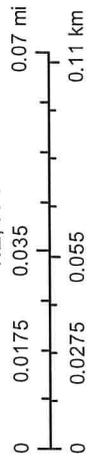
Nate Schneider, City Manager

October 3, 2024



October 3, 2024 **DISCLAIMER:** This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:2,155



From: Blake Bethell <BBethell@chmccook.org>
Sent: Thursday, October 3, 2024 11:08 AM
To: Kyle Potthoff
Subject: Document1.pdf
Attachments: Document1.pdf

Good morning Kyle. The Community hospital is requesting from the city of McCook to use half of the public parking lot and some street parking for a staging area during the construction of our student housing building. This building will take up most of the lot and will leave no room for staging construction items. In turn the Hospital at the completion of the Student housing project will have this whole city parking lot milled and put new asphalt down. See attached drawing for our request. Thank you for your consideration.

Blake Bethell

*Facility Project Manager
Community Hospital
PO Box 1328 | McCook, NE 69001
308.344.8336 | Fax 308.344.8358
bbethell@chmccook.org*



Find us on 

Privacy Notice: This email is confidential and intended solely for the use of the individual to whom it is addressed. Any views or opinions presented are solely those of the author, and do not necessarily represent those of Community Hospital.

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**CITY MANAGER'S REPORT
OCTOBER 7, 2024 CITY COUNCIL MEETING**

ITEM: 4.A.

Consider request and authorize the use of Community Betterment Funds to cover the rental fees for the "Share the Heat" fundraising event to be held at the Heritage Senior Center on October 27, 2024.

BACKGROUND:

Barb Ostrum, Community Action and Linda Nielsen, a volunteer, made the request for use of the Senior Center for the "Share the Heat" fundraising event and that the fees for use of the Senior Center be waived. The Council has granted this type of request in the past, paying the fees with Community Betterment Funds. Staff is requesting Council approval of the use of these funds, which helps defray costs and ensure the viability of this event. The ending cash balance for Community Better Funds is sufficient to cover this expenditure.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 3, 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: Linda Nielsen

Address: 909 west K St

Telephone Number: 308-345-1755 / 308-340-2400

Email Address: linda -- 0809@outlook.com

Date of Request: 9-27-24

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

Request for waiver of fees to use senior center
on Sunday Oct 27 for fundraiser
for a Community Program called "Share the Heat"
See attachments.
Barb Astrum is also heading up this fundraiser.

For Administrative Purposes:

Date Request Received: 9/27/24 Received by: D. Hoop

Action Taken: _____

Follow-Up Needed: _____

Signed: _____ Date: _____



REQUEST FOR USE OF SENIOR CENTER WITH WAIVER OF FEE

A group of supporters for a Community Action fund would like to use the Senior center to for a fundraising event on Sunday, October 27, 2024; with waiver of fee. The fund is called “ Share the Heat”, and it helps people in 7 counties of southwest Nebraska when they are struggling to pay their heating bills. The funds are distributed by the Community Action Partnership of Mid-Nebraska. See enclosed letter about the planned event for 2024. The supporters of the fund are all volunteer and are independent of any church or other organization. They do use a grant from Thrivent Financial to help with some of the fundraising expenses. Most of the expenses for fundraising are taken care of by the volunteers.

Barbara Ostrum, Community Action (308-737-8047), and Linda Nielsen, volunteer (308-345-1755)

We plan to present this request at the McCook city council meeting October ____, 2024

Thank you.



SHARE THE HEAT 2024

APPEAL

Winter is Coming! With your help, a community fund called “Share the Heat”, will be ready when people in southwest Nebraska need help with their heating bills. Their financial struggle may have started when a serious event happened in their family. Over the past winters many households in 7 counties of southwest Nebraska were helped, from Benkelman and the Chase county area on the west edge of the area, to Arapahoe and Danbury on the east edge.

Households can be helped by contacting the Community Action Partnership of Mid-Nebraska. Share the Heat funds are then paid directly to the natural gas, propane, or electrical suppliers. For more information call Community Action at 308-345-1187.

Fundraising Dinner: On Sunday, October 27, you are invited to a soup & salad dinner to benefit Share the Heat. Volunteers are hosting the event will be from 11:30 am to 1:00 pm at the Senior Center, 1312 West 5th, McCook. Please help by making a free will donation.

How to help: Please consider making a donation to the fund. . Volunteers would be happy to pick up donations, leave a message at 308-345-1755. Any help is appreciated, and we will recognize your business or organization at the dinner.

The new address for Share the Heat is: Share the Heat
PO Box 1208
McCook, NE 69001

The “Share the Heat” account functions through the tax exempt status of Our Savior’s Lutheran Church, McCook; Warren Everts, Treasurer. The volunteers take care of fundraising expenses, helped in part by Thrivent Financial.

Thank you!

**CITY MANAGER'S REPORT
OCTOBER 7, 2024 MCCOOK CITY COUNCIL MEETING**

4.B.
ITEM NO. ___ Update regarding the sports complex 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 the ballpark.

APPROVALS:

Nate Schneider (Tel)
Nathan A. Schneider, City Manager

September 30, 2024

Lea Ann Doak
Lea Ann Doak, City Clerk

September 30, 2024

**CITY MANAGER'S REPORT
OCTOBER 7, 2024 CITY COUNCIL MEETING**

ITEM: 4.C.

RECOMMENDATION:

INTRODUCE ORDINANCE NO. 2024-3087 PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES OF THE CITY MCCOOK CODE OF ORDINANCES AND APPROVE ON ITS THIRD AND FINAL READING.

BACKGROUND:

This Ordinance provides for the increase to the solid waste collection fees as included in the proposed FY 2024-2025 budget.

The Transfer Station, in particular, the hauling segment of our operation utilizes a substantial amount of fuel. The Transfer Station hauls, on average, 4 semi loads of solid waste to J Bar J Landfill which is near Ogallala per day Monday thru Thursday. We occasionally haul additional loads on Friday and/or Saturday, depending on the amount of solid waste that is brought in each day. The landfill is located approximately 105 miles north/northwest of McCook making each roundtrip approximately 210 miles.

The solid waste that is received at the Transfer Station consists of both commercial waste and residential waste. The commercial waste makes up approximately 78% of all waste received at the Transfer Station, with residential waste making up the remaining 22%.

The fee for Residential Trash Collection will increase from \$27.25 to \$28.25 per month which includes a \$2.00/month recycling fee to help support the recycling program. The last increase was in October 2023 where the fee increased from \$26.25/month to \$27.25/month.

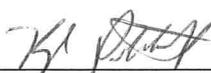
The fee for Household/Commercial Waste will increase from \$83.00/ton to \$86.00/ton. The last increase was in October 2023 where the fee increased from \$77.00 to \$83.00.

This Ordinance also includes a fee of \$6.00/month for the yard waste collection service. This service is provided beginning in April and running thru November. It includes the weekly pickup up of grass and leaves that are placed in a city provided roll out container. There are no planned increase for this service in FY 2024 - 2025.

FISCAL

IMPACT: None.

APPROVALS:



Kyle Potthoff, Public Works Director

September 24, 2024



Nate Schneider, City Manager

September 24, 2024

ORDINANCE NO. 2024-3087

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2023-3072 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. That Appendix F, Solid Waste Collection Fees, of the City of McCook, Nebraska Code of Ordinances, shall be and is hereby amended to read as follows:

**APPENDIX F: SOLID WASTE COLLECTION FEES
SOLID WASTE COLLECTION FEES**

(A) In order to pay for the cost of operation and maintenance of the Transfer Station and to provide funds necessary for equipment and future land acquisition, the following fees are hereby established in compliance with Section 55.02:

(1) All residents of the corporate limits of the City of McCook shall not be charged a fee at the Transfer Station for any refuse or debris that is generated on their own residential property and personally delivered to the Transfer Station. Except as provided in Section E of this Appendix, residents and nonresidents delivering construction, demolition, or remodeling and all persons hauling for hire, commercial, contract for commercial tree trimmers, lawn caretakers, or nonresidents of the City of McCook shall be assessed according to the Solid Waste Collection schedule of fees.

(2) The City will operate in accordance with Nebraska Department of Environmental Quality's *Title 132 Integrated Solid Waste Management* regulations.

(B) (1) *Solid Waste Collection schedule of fees.* See Chapter 38, Fee Schedule.

Household/Commercial Waste No Yard Waste	\$.043000 per pound (\$86.00 per ton) minimum charge - \$5.00
Yard Waste Only	\$.012675 per pound (\$25.35 per ton) minimum charge - \$5.00
Non Solid Waste Scale Fee	\$5.00

(2) *Solid Waste Collection payment due.* Payment of the above fee(s) is due and payable upon entrance into the Transfer Station.

(C) *Fee for U-Load-It Clean-up program.* A fee of fifty dollars (\$50.00) for the use of a city truck is hereby provided for use of the City's U-Load-It Clean-Up Program. Scale fees will be charged according to the above schedule as outlined in Sections A and B of the Appendix.

(D) *Solid Waste Collection/Disposal fee.*

(1) All residential units within the corporate City Limits shall be charged a monthly solid waste collection/disposal fee of \$26.25 and a monthly recycling fee of \$2.00.

(2) All residential units within the corporate City Limits may request an additional container to be used for yard waste only, and shall be charged a monthly disposal fee of \$6.00 per month, effective April 1, 2024, during those months that yard waste is banned from Landfills.

(3) Tracts of land or buildings containing three (3) or more residential units may choose alternative solid waste collection/disposal methods upon the approval of the City Manager.

(4) All solid waste collection/disposal fees prescribed by this Appendix shall be a lien upon the premises and real estate for which the service is supplied and if not paid when due such charge shall be certified to the City Treasurer and may be recovered by the City in an action at law and it may be certified to the County Clerk and assessed against said real estate and premises served and be collected and returned in the same manner as other City taxes are certified, assessed, collected and returned.

(5) Bills for solid waste collection/disposal fees charged pursuant to this Appendix shall be rendered at the same time that bills are rendered for water service, and all collection/disposal fees levied by this Appendix which are not paid at or before water service charges are required to be paid, shall be deemed delinquent and the water service of such user may be discontinued.

SECTION 2. Any and all ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. This ordinance shall take effect and be in full force November 1, 2024 and from and after is passage, approval and publication in pamphlet form according to law.

PASSED AND APPROVED THIS ____ day of _____, 2024.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
OCTOBER 7, 2024 CITY COUNCIL MEETING**

ITEM: 4.D.

Approve upon its third and final reading, Ordinance No. 2024-3088 providing for the amendment of Chapter 38: Appendix E, Water Department Rates and Fees.

BACKGROUND:

Please refer to the attached City Manager's Report prepared for the September 3, 2024 City Council meeting. The new rates will take effect with the bills dated November 1, 2024.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 3, 2024

ORDINANCE NO. 2024-3088

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E, WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2024-3076 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees; Section A - Water Rates, of the City of McCook Code of Ordinances, shall be and is hereby amended to read as follows:

A. Water Rates. The following rates for water have been set by the City Council in accordance with the provisions of Section 52.01 of this Code.

1. CUSTOMERS WITHIN THE CITY. The rates for water used by customers within the City shall be as follows:

(A) 2.539 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used;

(B) 1.881 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet.

In addition to the above, a ready-to-serve fee of twenty-four and 90/100 dollars (\$24.90) per month shall be charged to each customer.

2. CUSTOMERS OUTSIDE THE CITY. The amount to be charged for water used by customers outside the city boundaries shall be computed by taking the water consumption of the customer times the rates fixed in division (A)(1) above, plus additional charges as specified therein, and multiplying the final sum times the factor of one and one-half to get the total charge to be billed the customer.

3. BULK WATER. The rate for bulk water purchases shall be \$5.00 per one thousand (1,000) gallons.

4. FIRE HYDRANT METER. Fire hydrant meter rent shall be \$50.00 per week, plus water usage charged at the rate for bulk water. The deposit required for a fire hydrant meter is set at \$1,000.00.

SECTION 2. Ordinance No. 2024-3076 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed and abrogated.

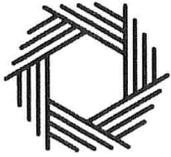
SECTION 3. This ordinance shall take effect with the bills dated November 1, 2024 and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED THIS _____ day of _____, 2024.

-s- Linda Taylor, Ex-Officio Mayor
and President of the Council

ATTEST:

-s- Lea Ann Doak, City Clerk



February 19, 2024

Mr. Nate Schneider, City Manager
City of McCook, Nebraska
505 West C Street
McCook, NE 69001

Dear Nate,

Attached for your review is an update to the Water Enterprise Fund Financial and Capital Planning Model which was previously presented to the McCook City Council on February 20, 2023. Based on this analysis PFM recommends implementing a 8.50% rate increase to all rate categories on May 1, 2024 and October 1, 2024. This recommendation is higher than the projections in the prior year's analysis driven primarily by a combination of actual usage below projected water sales as well as the expected capital costs for the water treatment plant and the distribution system.

In updating this model, PFM Financial Advisors LLC ("PFM") has reviewed and incorporated information from the City's FY 2023 Audited Financial Statements and the FY 2024 Budget. In addition, we have incorporated the current capital improvement plan for the Water Enterprise Fund that includes \$18,193,500 for the high priority projects. The important points of the update are summarized below.

(i) Usage

- a. Total water sales decreased by 16.08% in FY 2023 after increasing by 2.64% in FY 2022. Actual usage has been up and down from year-to-year, but FY 2023 represents the lowest water sales since FY 2019 and is three million cubic feet below the 15-year average. This is likely attributed to the weather during FY 2023 more than a change in customer behaviors.
- b. PFM & City staff have made the assumption that future usage will be approximately 70 million cubic feet and remain flat at that level. This is a reduction to the previous assumption of 72 million cubic feet for future years.
- c. We have stress tested the cash flow between the range of selling 65 million cubic feet and to 80 million cubic feet. We observe that usage regularly fluctuates between 10% to 15% depending on the weather.

(ii) Revenues

- a. FY 2023 operating revenues were down 6.7% from the prior fiscal year after increasing 6.0% in FY 2022.
- b. On average, operating revenues have increased approximately 3.8% annually over the last 5 years and have exhibited volatility year to year.

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

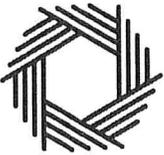
pfm.com



- (iii) Expenditures
 - a. FY 2023 operating expenditures (excluding depreciation and sales tax) increased by 8.3% from the prior fiscal year after a 15.6% increase in FY 2022. Both years were above the projected increase of 7.0%.
 - b. The FY 2024 budget includes a 5.1% increase in total operating expenditures which is slightly below the long term estimate of 7.0%.
 - c. In FY 2025 and thereafter, this analysis assumes a moderate 7.0% annual growth rate for all operating expenditures.
- (iv) Debt service coverage
 - a. Coverage of 2.38 times in FY 2023 and budgeted 3.09 times FY 2024, is strong for a water system of this size.
 - b. In FY 2027 while the City is constructing the \$18,193,500 of improvements to the Water Treatment plant and distribution system, PFM is projecting only a slight buffer above the legally required minimum coverage. The projected coverage in FY 2027 is 1.21 times and satisfies the minimum requirement of 1.10 times. The projected decrease in coverage is a result of the debt incurred to fund the capital improvements currently in the capital budget.
 - c. The current projection model assumes USDA financing at the market rate of 3.75% with a 40-year term. This will require an interim loan during construction with a higher interest rate and interest only payments. Currently we have assumed a rate of 6.25% for the interim loan with a 30-month construction period.
- (v) Other Considerations
 - a. Pursuant to City staff's recommendation, we have assumed annual ongoing capital costs in the future will be \$255,000 per year, not including the high priority projects. In addition, we have assumed annual transfers to the following designated funds: \$3,200 to the Repermitting Fund, \$40,000 into the Equipment Replacement Fund, \$120,000 into the Water Plant Replacement Fund, and \$200,000 into the Capital Replacement Fund until FY 2026.
 - b. In FY 2027 when the high priority projects are constructed the City plans to use \$3,000,000 from its capital reserve to decrease the required loan amount. After this time the transfers to the Water Plan Replacement Fund and Capital Replacement fund are projected to decrease to \$100,000 to each fund annually in an effort to limit the required rate increases.



- (vi) Annual Surplus/Deficit
- a. FY 2023 ended with an operating cash deficit of <\$578,039> versus a projected deficit of <\$787,732> from our analysis last year.
 - b. The primary difference in FY 2023 was the decrease in usage leading to lower than projected revenues along with a delay on some capital projects. The financial projection model had included \$2,152,875 compared with the actual audited capital expenditures of \$968,315. Most of the planned capital expenditures that were not completed were moved forward into the FY 2024 budget or delayed for further evaluation.
 - c. Projected operating deficits in FY 2024 are expected due to \$2,928,776 of capital projects planned. FY 2025 and FY 2026 assume a surplus in preparation for the future debt service requirements. FY 2027 to FY 2029 are projecting deficits once the debt service to fund the high priority projects comes online. FY 2030 is designed to be a balanced budget once the projects are completed and the debt service is fixed for term of the debt. This projection includes annual transfers that will adjust as necessary to balance the budget and prepare for future capital needs.
- (vii) Cash Balance
- a. Ending operating cash balance on September 30, 2023 was \$2,424,748 which represents 143.7%, or approximately seventeen (17) months, of operating expenditures.
 - b. Overall, total cash in the Water Enterprise Fund is expected to decrease to \$6.18 million in FY 2024 from \$6.6 million in FY 2023 after capital expenditures of \$2.928 million.
 - c. Operating cash is expected to trend downward over the six-year planning period ending FY 2030 to approximately \$1.94 million. During that time total cash balance is expected to decrease to \$4.89 million after expending \$22.7 million on capital projects over that time period.
 - d. Through conservative financial management the \$120,000 annual set-aside to the Water Plant Replacement Fund will build this fund's cash balance to \$2.09 million in FY 2026 and then spend \$1.9 million of these funds for the high priority projects in FY 2027. The \$200,000 annual set-aside to the Capital Replacement Fund will help build this fund's cash balance to \$1.4 million in FY 2026 and then spend \$1.28 million of this fund's cash on the high priority projects in FY 2027.
- (viii) Recommended Future Rate Increases
- a. Based on the assumptions listed above, PFM is recommending a higher rate increase than previously projected during FY 2024 and the six-year planning horizon. This assumption is heavily reliant on trends in future water usage, realized growth in future operating expenditures, and planned capital expenditures for water system improvements and repairs.



- b. As the City considers the higher rate increases, it may consider evaluating its current rate structure to ensure equity among the various users. Currently the City has a declining block rate structure with usage over 5,000 cubic feet getting a 25% discount on the water consumed. This rate structure provides a financial benefit to larger users and encourages consumption.
- c. In the table below, we have incorporated the following rate adjustments as compared to the prior rate adjustments suggested in the February 20, 2023 study.

<u>Applicable Fiscal Year</u>	<u>Recommended Date of Change</u>	<u>February 20, 2023 Analysis</u>	<u>February 19, 2024 Analysis</u>
FY 2023-24	May 1, 2024	6.00% (all rates)	8.50% (all rates)
FY 2024-25	October 1, 2024	6.00% (all rates)	8.50% (all rates)
FY 2025-26	October 1, 2025	6.00% (all rates)	8.50% (all rates)
FY 2026-27	October 1, 2026	6.00% (all rates)	8.50% (all rates)
FY 2027-28	October 1, 2027	6.00% (all rates)	6.25% (all rates)
FY 2028-29	October 1, 2028	N/A	6.25% (all rates)
FY 2029-30	October 1, 2029	N/A	6.25% (all rates)

The Water Enterprise Fund is planning to accommodate future capital improvements while maintaining sufficient cash balances. Through continued strong management practices, coverage is anticipated to reduce significantly in FY 2027 once the high priority projects are funded. The recommended rate increases allow the utility to make debt service payments, cover estimated capital expenditures, and set aside some cash reserves for future capital projects. If total water sales to customers should decrease meaningfully below 70 million cubic feet, the operating expenses increase at a rate greater than 7.0%, or the high priority capital projects are significantly higher than \$18,193,000, larger rate adjustments may be needed in future years.

Please feel free to contact me with any questions regarding PFM's analysis and summary review. I look forward to presenting this Water Enterprise Fund Financial and Capital Planning Model to the City Council at its upcoming meeting.

Sincerely,

Matthew Stoffel, CFA
Director

PFM Financial Advisors LLC
stoffelm@pfm.com | 515 724 5737 **OFFICE** | 515 201 0772 **CELL**
 801 Grand Ave, Suite 3300 | Des Moines, IA 50309

**CITY MANAGER'S REPORT
OCTOBER 7, 2024 CITY COUNCIL MEETING**

ITEM: **4.E.**

Approve upon its third and final reading, Ordinance No. 2024-3089 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.

BACKGROUND:

Please refer to the attached City Manager's Report prepared for the September 3, 2024 City Council meeting. The new rates will take effect with the bills dated November 1, 2024.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 3, 2024

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2024 CITY COUNCIL MEETING**

ITEM: 4.E.

RECOMMENDATION:

Introduce on first reading Ordinance No. 2024-3089 providing for the amendment to Chapter 38: Appendix D setting the rate to be charged for sewer by the McCook Wastewater Department.

BACKGROUND:

Based on the Sewer Enterprise Fund Cashflow Model prepared by Public Financial Management (PFM), City Staff is recommending that the current sewer rate be increased by 7.5%. The rate increase provides the funds to cover inflation, pay for major capital projects and maintain a healthy budget.

The proposed increase would see the base fee for residential customers go from \$19.98 to **\$21.48** per month (+\$1.499). The commercial base fee will go from \$29.11 to **\$31.29** per month (+\$2.183). Both residential and commercial monthly base fees include 333 cubic feet of usage. The fee for usage above 333 cubic feet (2,490 gallons) would also increase by 7.5% from the current \$4.315 per 100 cubic feet (748 gallons) to **\$4.639** per 100 cubic feet of usage (+\$.324 CENTS).

Using the PFM model as the guide, a 7.5% increase will generate additional revenue for future years and prepare the Wastewater Department for large capital expenditures.

FISCAL IMPACT:

APPROVALS:



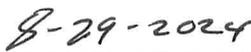
Lea Ann Doak, City Clerk



Date



Pat Fawver, Utilities Director



Date



Nate Schneider, City Manager



Date

ORDINANCE NO. 2024-3089

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2024-3077 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix D, Sewer Department Rates and Fees; shall be amended to read as follows:

- A. Sewer connection permit. The fee required for the obtaining of a sewer connection permit as required by § 51.020 is hereby set at \$500.
- B. Sewer connection fees. The fees required by § 51.022 pertaining to sewer connections are hereby set as follows:
 1. Where connection to an existing sewer main is requested, a sewer connection fee of \$150 will be required.
 2. In certain cases, where a larger than normal service connection is required, a fee will be charged to the applicant based on labor and material charges involved in installing the sewer connection.
 3. All fees required by this section are due and payable in advance of the inspection or sewer connection.
- C. Private sewage disposal permit. The fee required by § 51.055 pertaining to private sewage disposal permits is hereby set at \$10.
- D. Sewer Use Charges.
 1. Residential. The residential sewer use charges provided for in Section 51.072 are as follows:

Minimum Charges of \$21.48 per month based on the first 333 cubic feet of water usage.

Residential Rate - \$4.639 per 100 cubic feet for everything over 333 cubic feet water usage.
 2. Commercial. The commercial sewer use charges provided for in Section 51.072 are as follows:

Minimum Charge of \$31.29 per month based on the first 333 cubic feet of water usage.

Commercial Rate - \$4.639 per 100 cubic feet for everything over 333 cubic feet water usage.

3. Sewage Disposal at the Treatment Plant. All sewage that is transported by truck or any vehicle to the plant for disposal will be assessed a fee of \$0.10 per gallon during regular business hours. Non-business hours will be assessed an additional \$35.00 per load.

SECTION 2. Ordinance No. 2024-3077 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. This ordinance shall take effect with the bills dated November 1, 2024 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 _____, 2024.

- s - Linda Taylor, Ex-Officio Mayor
and President of the Council

ATTEST:

-s- Lea Ann Doak, City Clerk



February 19, 2024

Mr. Nate Schneider, City Manager
City of McCook, Nebraska
505 West C Street
McCook, NE 69001

Dear Nate,

Attached for your review is an update to the Wastewater Enterprise Fund Financial and Capital Planning Model which was previously presented to the McCook City Council on February 20, 2023. Based on this analysis PFM recommends implementing a 7.50% rate increase to all rate categories on May 1, 2024 and October 1, 2024. This recommendation is higher than the previous estimate of 6.00% and is primarily driven by the \$8.5M increase to the planned improvement to the wastewater treatment facility.

In updating this model, PFM Financial Advisors LLC ("PFM") has reviewed and incorporated information from the City's FY 2023 Audited Financial Statements and the FY 2024 Budget. In addition, we have incorporated the current capital improvement plan for the Wastewater Enterprise Fund that includes the \$13,436,500 for Alternative 3 that Miller and Association presented to the City Council on December 4, 2023. The important points of the updated rate analysis are below.

(i) Usage

- a. Wastewater usage decreased by 11.5% in FY 2023 after a decrease of 4.5% in FY 2022. The FY 2022 usage data include the adjustments made to the Parker Hannifin Corporation account in December 2021 for prior periods.
- b. Usage has been on a slow downward trend since 2001 but has stabilized at approximately 30 million cubic feet. The FY 2023 usage was lower than the 31 million cubic feet budgeted. We have projected future usage at 30 million cubic feet but we will want to watch this closely as it is a key input for the revenues of Wastewater Enterprise Fund.

(ii) Revenues

- a. FY 2023 operating revenue increased by 2.4% over the prior fiscal year to \$1.7M. This is the third consecutive increase after a period of flat revenues from FY 2017 to FY 2020 despite increases to the wastewater rates. The FY 2023 increase was not as large as planned but does reflect the 6.00% increase to rates in May 2023.
- b. FY 2024 operating revenues are projected to increase by 8.4% compared to FY 2023 due to the assumed billed consumption of 30 million cubic feet and the recommended rate increase.

(iii) Expenditures

- a. FY 2023 operating expenditures (excluding depreciation and sales tax) increased by 3.7% over FY 2022. This is below our long-term assumption of 6.0%.
- b. The FY 2024 budget includes a conservative 19.7% estimated growth in total operating expenditures which reflects a return to normal operations after lower-than-expected operating expenses in FY 2020 through FY 2023.
- c. In FY 2025 and thereafter, this analysis assumes a 6.0% annual growth rate for all operating expenditures.

pfm

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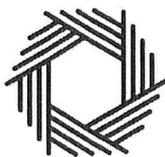
pfm.com



- (iv) Debt service coverage
 - a. Coverage of 4.45 times in FY 2023, is very strong for a wastewater system of this size.
 - b. The FY 2024 budget implies a strong projected coverage of 4.28 times.
 - c. In FY 2026, PFM is projecting coverage decreasing to 2.51 times when the wastewater portion of the Series 2021 Refunding Bonds are paid off. The final debt payment has a larger principal payment due to the release of the debt service reserve fund causing coverage to drop.
 - d. In FY 2027 to FY 2030 projected coverage is estimated to be between 1.42 times and 1.72 times revenue available for debt service. This includes a \$13,436,500 proposed USDA loan to be issued in FY 2027. The analysis assumes a market rate of 3.75% with a 40-year term. The USDA loan program requires the City to fund the construction of the project with an interim loan, we have assumed a 6.25% interim loan with a construction schedule matching the Miller and Associates presentation from December 2023.

- (v) Annual Surplus/Deficit
 - a. FY 2023 ended with an operating cash surplus of \$409,103 versus a projected surplus of \$109,190 from our analysis last year.
 - b. FY 2024 budget indicates a deficit of \$734,407. A key component for FY 2024 is planned capital projects that will be paid from fund balance. Major capital expenditures include a Vactor 2100i combo wastewater truck and additional improvements to the sluge fan press.
 - c. Projected future operating results in FY 2025 is expected to be a deficit to fund the collection system improvements from fund balance. FY 2026 to FY 2030 fluctuate between surplus and deficits based on timing of capital projects and debt service but over the planning horizon are projected to be balanced budgets. These projections include annual transfers totaling \$195,000 to build the cash balances in the Capital Replacement Fund and Equipment Reserve Fund.

- (vi) Cash Balance
 - a. Ending operating cash balance on September 30, 2023 was \$1,944,826 per the audited financial statements which represents 240.0%, or nearly twenty-nine months of operating expenditures.
 - b. Overall, total cash in the Wastewater Enterprise Fund increased by \$508,324 to \$2,718,163 in FY 2023.
 - c. Operating cash is expected to decrease in FY 2024 and FY 2025 and then remain stable between \$750,000 to \$908,000 from FY 2026 to FY 2030. However, this projection is heavily dependent on actual future usage, the actual final cost of the new treatment facility and the plan of finance and interest rates used to fund the facility.
 - d. During the same planning horizon, total cash balance is expected to reduce to \$1.9M and then build back up to the current level at approximately \$2.8 million. A primary driver of the overall cash position is the approximately \$16.5 million planned for capital projects over the planning horizon.



(vii) Recommended Future Rate Increases

- a. Based on the assumptions listed above, PFM is recommending a higher rate increase in the coming years. This assumption is heavily reliant on trends in future wastewater usage, realized growth in future operating expenditures, and planned capital expenditures for wastewater system improvements and repairs.
- b. In the table below, we have incorporated the following rate adjustments as compared to the prior rate adjustments suggested in the February 20, 2023 study.

<u>Applicable Fiscal Year</u>	<u>Recommended Date of Change</u>	<u>February 20, 2023 Analysis</u>	<u>February 19, 2024 Analysis</u>
FY 2023-24	May 1, 2024	6.00% (all rates)	7.50% (all rates)
FY 2024-25	October 1, 2024	6.00% (all rates)	7.50% (all rates)
FY 2025-26	October 1, 2025	6.00% (all rates)	7.50% (all rates)
FY 2026-27	October 1, 2026	6.00% (all rates)	7.50% (all rates)
FY 2027-28	October 1, 2027	6.00% (all rates)	6.00% (all rates)
FY 2028-29	October 1, 2028	N/A	6.00% (all rates)
FY 2029-30	October 1, 2029	N/A	6.00% (all rates)

The Wastewater Enterprise Fund is positioned to accommodate future capital improvements while maintaining healthy cash balances. Through continued strong management practices, coverage is expected to drop to a strong but reduced level in FY 2028 and remain at adequate levels through FY 2030. This is a result of the sewer portion of the Series 2021 is paid off and the new debt for the new wastewater treatment plant comes online. The utility needs to begin preparing for the new debt service now to keep up with the inflationary cost pressures and still make debt service payments and cover estimated capital expenditures. If total usage should decrease meaningfully, operating expenses increase at a rate greater than 6.0%, or the actual capital costs come in higher for the treatment plant improvements, larger rate adjustments may be needed in future years. Both ending cash and debt service coverage will be important metrics to monitor and we plan for future expenses.

Please feel free to contact me with any questions regarding PFM's analysis and summary review. I look forward to presenting this Wastewater Enterprise Fund Financial and Capital Planning Model to the City Council at its upcoming meeting.

Respectfully,

Matthew Stoffel, CFA
Director

PFM Financial Advisors LLC

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