

# **MCCOOK CITY COUNCIL**

## **REGULAR MEETING**

**Monday, October 19, 2020  
5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Citizen's Comments.
2. Announcements & Recognitions.
3. Proclamations.
  - A. Approve a proclamation encouraging McCook's citizens and visitors to follow all public health recommendations and guidelines related to COVID-19 in order to assure we are able to maintain access to quality healthcare, keep businesses and schools open, maintain our quality of life, and keep the economy growing.
4. Public Hearings.
  - A. Public Hearing - Request for a special exception by Lexis Jones and Courtney Williams (Project Sponsor) to locate a daycare center in a Residential Medium Density (RM) District - property located at 910 West "L" Street.
    1. Adjourn the Public Hearing.
  - B. Approve a special exception to allow a daycare center in a Residential Medium Density (RM) District - property located at 910 West "L" Street due to special exception requirements A - I being satisfied.
5. Consent Agenda.
  - A. Approve the minutes of the October 5, 2020 regular City Council meeting.
  - B. Receive and file the minutes of the January 7, 2020 and August 4, 2020 Senior Center Advisory Board meetings and the October 12, 2020 Planning Commission meeting.
  - C. Award the bid for Memorial Auditorium Roof Replacement to Weathercraft Company of McCook, Nebraska in the amount of \$74,980.00, it being the lowest most responsible bid.
  - D. Approve the agreement between the City of McCook and W Design Associates to provide design and construction engineering services for

the reconstruction of North Cherokee from Seminole Drive to Norris Avenue and authorize the Mayor to sign.

- E. Approve an amended Lease of Rack Space between the City of McCook and McCook Public Power District and authorize the Mayor to sign.
  - F. Ratify the Mayor's appointments to the Planning Commission - reappoint Matt Davidson, Kurt Vosburg, and Jesse Stevens - terms expire September 2023 and the Senior Citizens Advisory Board - reappoint Mary Keslin - term expires September 2023.
  - G. Award the bid for the purchase of two radio consoles to be used by the McCook Police Department Communications Center to Russ Bassett Corporation for \$47,118.84 that being the lowest responsible bid.
  - H. Authorize Pinpoint Communications to occupy city right of way for the installation of a communications cabinet in the northeast corner of 411 East 4th Street and authorize the Mayor to sign the application to occupy right of way.
  - I. Authorize Pinpoint Communications to occupy city right of way for the installation of a communications cabinet just east of the northeast corner of 101 Park Avenue on city owned property and authorize the Mayor to sign the application to occupy right of way.
  - J. Authorize Pinpoint Communications to occupy city right of way for the installation of underground communications cable in the alley south of "B" Street, between East 4th Street and East 5th Street and authorize the Mayor to sign the application to occupy right of way.
6. Regular Agenda.
- A. Determine a date and time to hold a capital improvement strategic planning meeting.
  - B. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT  
OCTOBER 19, 2020 CITY COUNCIL MEETING**

**ITEM: 3.A.** Approve a proclamation encouraging McCook's citizens and visitors to follow all public health recommendations and guidelines related to COVID-19 in order to assure we are able to maintain access to quality healthcare, keep businesses and schools open, maintain our quality of life, and keep the economy growing.

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**BACKGROUND:**

The communities that comprise the Southwest Nebraska Public Health District have experienced startling increases in COVID-19 related illnesses over the past few weeks. On October 12<sup>th</sup>, Community Hospital issued a press release highlighting the problems it is facing as a result of the influx of COVID-positive cases. The soaring number of cases does not only impact our healthcare providers, it also threatens our ability to maintain customary activities. The virus threatens our ability to educate our children, keep the doors to our businesses open, and to sustain the high quality of life we enjoy in McCook. Due to these concerns, the City of McCook believes that it is important to remind our citizens and visitors to follow all public health recommendations and guidelines related to COVID-19. If we all do our part, we will defeat this virus and return to normalcy.

A copy of Community Hospital's press release is attached to this report.

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

October 15, 2020

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

October 15, 2020

*Office of the Mayor  
McCook, Nebraska  
Proclamation*

WHEREAS, COVID-19 continues to be present in the City of McCook and Red Willow County with recent increases in reported positive cases in not only our region but in states across the country; and

WHEREAS, our community seeks to protect our healthcare workers and keep access to healthcare open for all; and

WHEREAS, our community seeks to keep our local restaurants, retailers, service businesses, and churches open; and

WHEREAS, our educators and community seek to keep students in our schools to get the most out of their education, especially for the seniors of the class of 2021; and

WHEREAS, the closing of our schools and childcare providers would have a negative impact on families and businesses; and

WHEREAS, our community seeks to maintain our increasing sales tax receipts to fund community development and betterment projects; and

WHEREAS, our community seeks to maintain our great quality of life during the COVID-19 pandemic.

NOW THEREFORE, be it resolved on behalf of the citizens of McCook Nebraska, we do hereby encourage the residents of the City of McCook as well as the visitors to our city to follow all public health recommendations and guidelines related to COVID-19 to do their part to maintain access to quality healthcare, keep business and education open, maintain quality of life, and the economy growing. We would like to remind our citizens of the recommended public health guidelines: maintain six feet of distancing in public; wear a mask whenever six feet distancing is not possible to protect others around you; wash your hands regularly; and stay home when ill.

Dated this 19<sup>th</sup> day of May, 2020.



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

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

ATTEST:

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



## Important COVID-19 Information

Community Hospital Incident Commander: Molly Herzberg

Community Hospital Public Information Officer: Candy Crosby

October 12, 2020

## Public Urged: Step Up to Control COVID Spread

With the alarming increase of COVID cases in McCook and the surrounding area, Community Hospital, the public health department, and the City of McCook, urges the public to step up personal precautions of mask wearing, social distancing and diligent hand washing.

“Red Willow has had 57 positive COVID cases in the past two weeks and the rate of positives is still increasing by the day,” said Troy Bruntz, Community Hospital President & CEO.

He added that the influx of COVID-positive cases is affecting Community Hospital and could also affect the City of McCook for a number of reasons:

- A number of Community Hospital staff and other medical personnel are not able to work right now due to isolation and quarantine requirements. Staff shortages are being managed at this time, but there is concern if infections increase.
- The City of McCook has concerns the outbreak could affect staffing of fire, EMS, police departments and other essential workers if the rate of COVID positives continues to increase.
- Community Hospital has four COVID-positive inpatients as of October 9. The hospital has a maximum capacity of seven COVID-positive patients with the current setup. COVID patients require negative pressure rooms. The hospital’s capacity for COVID patients could increase if the patient wing was dedicated to COVID patients and the pre-post-opt surgery rooms were used for non-COVID hospital inpatients. If that move were to happen, all non-emergent surgery cases would be discontinued.
- Community Hospital has had a *minimum* census of two COVID patients for two weeks. These are not the same patients. Many have been admitted, treated and discharged.
- Community Hospital is experiencing increased difficulty in transporting patients to larger hospitals because they too are experiencing higher incidents of COVID patients. With the rise in COVID cases, many Nebraska hospitals are having to prioritize taking care of patients in their area prior to accepting transferred patients.
- Community Hospital has also recently had to make the same decision not to accept transferred patients. While this is a difficult decision, Community Hospital is dedicated to

caring for our area and ensuring we have the capacity for more COVID patients should the need arise.

- In a meeting this week, Community Hospital and other Nebraska hospitals communicated their concerns of possible staff shortages and the number of COVID beds available across the state to the Governor's office and the State of Nebraska's Chief Medical Officer, Dr. Anthone.
- Without compliance of mask wearing, social distancing and diligent hand hygiene in our communities, this situation will continue to strain emergency personnel and healthcare facilities.
- Please make the community's well-being a top priority. It has been proven that wearing a mask protects the people around you by trapping droplets that are released when the wearer talks, coughs, or sneezes. We are not protected unless those around us are also wearing a mask.
- If you suspect you have COVID, it is important to call before arriving at the medical facility or tell dispatch if you feel you need emergent care. COVID suspecting patients can quickly infect the healthcare workers and other staff leaving the organizations short staffed.

"There is no need for panic," Bruntz said. "We have plans. The problem is that the plans require sacrifice with which we would prefer not to make. If we must, we will and our staff will do extremely well as they have been for so many months. We ask our community for their due diligence in masking wearing, social distancing, and handwashing to slow the COVID spread."

### **TestNebraska Reminder**

- Residents of Nebraska are encouraged to continue using the **FREE** TestNebraska program to test for COVID-19. Due to an increase in those wanting to be tested for COVID, Community Hospital has added drive-through TestNebraska events every Wednesday in October **from 8 to 10 AM at the Red Willow County Fairgrounds Merchant building**. Dates are October 14, 21, and 28.
- Preregistration is encouraged by going to [TestNebraska.com](https://TestNebraska.com). Eligible residents will receive a QR code, unique to that specific individual and not transferable, which is good for eight days. Bring the QR code and your driver's license to the appointment. For any residents who do not have Internet, appointments can be made at the test sites, **but all individuals are encouraged to make reservations at home prior to coming to the testing site if at all possible**. Individuals applying for TestNebraska **MUST** have a Nebraska address.
- Get tested at TestNebraska if you were exposed to someone COVID-positive or COVID-suspected—even if you don't have symptoms or your symptoms are mild. This will help to slow the spread of the virus and to protect those who are vulnerable.
- Those tested through TestNebraska will receive an email in up to 72 hours with a link with their unique ID number to retrieve their test. Please do not call the Southwest Nebraska Public Health Department, or Community Hospital for your test results. If there has been no communication from TestNebraska, call (402) 207 9377. Participants who test positive will also receive a phone call from the health department, so submitting an accurate phone number is important.

**CITY MANAGER'S REPORT  
OCTOBER 19, 2020 MCCOOK CITY COUNCIL MEETING**

**ITEM 4.A.** Public Hearing - Request for a special exception by Lexis Jones and Courtney Williams (Project Sponsor) to locate a daycare center in Residential Medium Density District (RM) - property located at 910 West L Street.

**ITEM 4.B.** Approve a special exception to the City Council to allow a daycare center in a Residential Medium Density District (RM) - property located at 910 West L Street due to special exception requirements A - I being satisfied.

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**BACKGROUND:**

An application for a special exception has been submitted by Lexis Jones and Courtney Williams to allow for a daycare center in a Medium Density Residential (RM) District. The property at issue is located at 910 West L Street. The owners of the property are Brad and Courtney Williams. Pursuant to Zoning Ordinance 2016-2929, Article 9, Section 904, daycare facilities are allowed in the Residential Medium Density District (RM) if a special exception is granted by the City Council. Originally, the applicants stated that Ms. Jones would be residing at the residence (which would have allowed the house to fall under the home occupation rules), however, Ms. Jones is engaged to be married within the year and 910 West L Street would not be her marital home.

City Staff believes the property at issue has always been used for residential purposes. The surrounding properties are single family dwellings as well. Staff has had an opportunity to go on site and discuss the potential daycare with Mrs. Williams. Staff explained the special exception process and stressed the importance of complying with special exception requirements A - I. In particular, Staff explained that there have been a number of similar requests over the past few years, and during the prior discussions, requirements A, B, E, H, and I were the primary points of emphasis. Staff specifically asked Mrs. Williams to pay close attention to ingress/egress and parking. Mrs. Williams' application spells out their plan with respect to these items.

With respect to ingress and egress, Mrs. Williams does not believe the traffic flow will be impacted by a childcare facility. Mrs. Williams states that there will be 10 or fewer children at her childcare facility at one time. The street is not a narrow street (as was the issue with the property at the corner of Norris and East M Street). Staff observed vehicles passing through West L Street without impediments.

Next, the property contains a garage and driveway. The applicant states that the driveway has sufficient room for 4 vehicles. The applicant also stated that the daycare provider will park her car in the garage, freeing up space in the driveway. Upon review of the Zoning Ordinance's Off-Street Parking regulation (ie. Section 2111), a nursery must have enough parking spaces to cover 30% of capacity in students. Per the regulation, 3 off-street parking stalls are necessary assuming there will be 10 or fewer children at the childcare facility. The applicants have the space required in the Zoning Ordinance. Additionally, there is space for on-street parking if it is needed. A diagram of the premises and related parking spaces is attached to this packet.

As far as screening and buffering, the home already has a backyard fence. According to the applicant, if the children are outside, they will be within the backyard fence. There should be no issues with children in the front yard.

With respect to general compatibility with adjacent properties, the exterior of the residence will not be altered. Of note, if the special exception is approved, the house will be the only childcare facility

**EXHIBIT #1**

**PAGE(S) - 2**

in the neighborhood. This may be the largest concern associated with this request. Staff believes this concern can be minimized if the applicant develops a structured parking plan. Also, it will be beneficial if the applicant takes steps to assure the children are inside the building or in the backyard. Unlike with a similar request from a few years ago that involved property near the elementary school, there is not another facility in the neighborhood that will have large numbers of occupants that would compete for space.

With respect to McCook's Comprehensive Plan and Zoning Regulations, a childcare facility is an allowable special exception in the RM District. Additionally, McCook's Comprehensive Plan incorporates the City of McCook's Economic Development Plan, which includes childcare facilities as a qualifying use under the program. The goal of the Economic Development Plan is to build on the strengths of the City to promote existing industries and the retention of jobs. Further the Plan is designed to aide in the recruitment of new industries and jobs to McCook to facilitate the development and expansion of new businesses. In order to achieve these goals, it is necessary to assure there is adequate childcare available for individuals that work in and around McCook.

The McCook Planning Commission held a public hearing on October 12, 2020 for the application. Mrs. Williams was present and testified regarding the application. Nobody spoke in opposition to the application. Staff did inform the Planning Commission that prior to the Planning Commission meeting, one person contacted Staff to express a concern that a daycare may not fit well in the neighborhood. The concerned citizen was worried that a daycare may change traffic patterns or create parking issues. Planning Commission member Bruce McDowell stated that the small number of daycare children being cared for at the site would more than likely not create a noticeable uptick in traffic or create parking issues. The Planning Commission voted unanimously to recommend approval of the special exception to the City Council.

**APPROVALS:**

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

October 15, 2020

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

October 15, 2020

**NOTICE OF HEARING**  
**REQUEST FOR**  
**SPECIAL EXCEPTION**

NOTICE IS HEREBY GIVEN that a public hearing will be held on a request for a special exception to allow an in home child care center in a Residential Medium Density (RM) District.

ADDRESS: 910 West "L" Street

LEGAL DESCRIPTION: Block 5, Lot 11, Sunrise Addition to the City of McCook, Red Willow County, Nebraska

PROJECT SPONSOR/  
DEVELOPER: Lexis Jones and Courtney Williams

LAND OWNER: Brad & Courtney Williams

Public Hearings will be held on the dates, times, and at the places listed below:

OCTOBER 12, 2020 - 5:15 P.M.  
MCCOOK PLANNING COMMISSION  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

OCTOBER 19, 2020 - 5:30 P.M.  
MCCOOK CITY COUNCIL  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

ANY AND ALL PERSONS desiring to comment on the above-described request will be given an opportunity to be heard. Please direct all inquiries to Nate Schneider, City Manager, at 308-345-2022 ext. 225.

-s- Lea Ann Doak  
City Clerk

Publish: October 2, 2020  
Post: October 2, 2020  
Mail: October 2, 2020

**EXHIBIT #2**

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**OWNERSHIP LIST FOR MAILING:**

Tom Bredvick, President  
McCook Public Schools  
600 West 7<sup>th</sup> Street  
McCook NE 69001

Red Willow Co. School Dist. #17  
700 West 7<sup>th</sup> Street  
McCook NE 69001

Red Willow County  
%Tami Teel  
502 Norris Avenue  
McCook NE 69001

Red Willow County Planning Commission  
502 Norris Avenue  
McCook NE 69001

Jeanine Haag  
1009 W L  
McCook, NE 69001

William Kivlehen  
1007 W L  
McCook, NE 69001

Francisco Hernandez  
1005 W L  
McCook, NE 69001

Don Weiss  
1003 W L  
McCook, NE 69001

Chase Crawford  
915 W L  
McCook, NE 69001

Chris Smith  
913 W L  
McCook, NE 69001

Crystal Pilkenton  
Patricia Stark  
911 W L  
McCook, NE 69001

Jessica Leak  
909 W L  
McCook, NE 69001

Carlene Keller  
907 W L  
McCook, NE 69001

Lorenzo Rodriguez  
1202 W 10  
McCook, NE 69001

Amber Harris  
903 W L  
McCook, NE 69001

Armando Hernandez-Vega  
901 W L  
McCook, NE 69001

Karen Kasper  
809 W L  
McCook, NE 69001

Justin Dice  
807 W L  
McCook, NE 69001

Angela Allen  
810 W L  
McCook, NE 69001

Treyton Jones  
812 W L  
McCook, NE 69001

Esmeralda Escobedo  
906 W L  
McCook, NE 69001

Leslie Peterson  
908 W L  
McCook, NE 69001

Lexi Jones  
910 W L  
McCook, NE 69001

Joseph Belmudez  
912 W L  
McCook, NE 69001

Jaclyn Gomez  
914 W L  
McCook, NE 69001

Bruce Lindquist  
PO Box 571  
McCook, NE 69001

Marcy Rodriguez  
1002 W L  
McCook, NE 69001

Pat Nielsen  
1004 W L  
McCook, NE 69001

Jason and Molly Weiss  
1006 W L  
McCook, NE 69001

Lonnie Zimbelman  
1008 W L  
McCook, NE 69001

Janet Stalder  
PO Box 272  
Beaver City, NE 68926

Jill Howard  
1005 W K  
McCook, NE 69001

Ashley Miracle  
1003 W K  
McCook, NE 69001

William Kennedy  
1001 W K  
McCook, NE 69001

Tracy Refior  
Rhonda Refior  
913 W K  
McCook, NE 69001

Randy Wilson  
Kelsy Wilson  
911 W K  
McCook, NE 69001

M.R. Nielsen  
909 W K  
McCook, NE 69001

Betty Yonkers  
907 W K  
McCook, NE 69001

David Noe  
905 W K  
McCook, NE 69001

Steve Rothmeyer  
903 W K  
McCook, NE 69001

Rodney Doherty  
April Doherty  
901 W K  
McCook, NE 69001

Richard Michaelsen Jr.  
813 W K  
McCook, NE 69001

Victor Lauer  
811 W K  
McCook, NE 69001

CITY OF McCOOK

LAND USE ACTION REQUEST FORM

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

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

Name of Project: Chickadees Childcare  
Description of Project: home daycare - 910 W L residential  
operating 7:30 - 6 M-F under 10 children at a time

Project sponsor or developer:

Name: Lexi Jones and Courtney Williams  
Address: 1309 Norris and 71081 Dr 388  
Phone number: 3401223 and 340-1626  
Fax number: \_\_\_\_\_  
E-mail Address: lexi.jo@hotmail.com courtney.sue@hotmail.com

Land owner or owners:

Name: Brad + Courtney Williams  
Address: 910 W L  
Phone number: ~~3401223~~ 340-8713 or 340/223  
Fax number: \_\_\_\_\_  
E-Mail Address: foaminwilly@yahoo.com

Authorization of the land use action by land owner:

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

Courtney Williams  
Printed Name:

Courtney S. Williams  
Signature:

9-25-20  
Date:

Brad Williams  
Printed Name:

[Signature]  
Signature:

Address and physical location of the Proposed Land Use Action: 910 W L

Property Description (Of the parent parcel for subdivisions): Article 9 Section 904  
child care facility

Sunrise Addition - B1K 5, Lot 11

**Required Information:**

See Attached sheets for required information for:

- Subdivisions
- Zone Changes and special exceptions
- Planned developments

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

Fee, complete application, and required attachments accepted by:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## REQUIRED ATTACHMENTS:

### For Zone Changes and Special Exceptions:

(For Zone Changes or Amendments see Article 27 of the Zoning Ordinance; for Special Exceptions see Article 24 Special Exceptions)

\_\_\_\_\_ Include a description of the reason for the request for a change of zone;  
\_\_\_\_\_ *[Handwritten scribbles]*  
\_\_\_\_\_

\_\_\_\_\_ Include a description of any special exception requested including the section of the zoning ordinance under which it is requested: (Example: Special exception to construct multi-family dwellings in (RM) Residential Medium Density area comprised of single family dwellings.)  
*house will remain the same - no changes - back yard is fenced. owner can park in garage. room for 4 cars in driveway and plenty of street parking*  
\_\_\_\_\_

\_\_\_\_\_ Include a site plan (minimum 17" X 11") and a letter of explanation showing and explaining the following special exception requirements:

- (A) ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe; *Will not change traffic flow.*
- (B) off-street parking and loading areas where required, with particular attention to the items in (A) above, the economic, noise, glare or odor effects of the special exception or change of zone on adjoining properties and the properties generally in the district or the area;
- (C) the location of refuse and service areas, with particular reference to the items in (A) and (B) above; *trash dumpster*
- (D) utilities, with reference to locations, availability, and compatibility;
- (E) screening and buffering with reference to type, dimensions, and character;
- (F) signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;  
*only sign is on front door*

(G) required yards and other open space;

(H) general compatibility with adjacent properties and other properties in the district;

(I) compatibility with existing and future land use plan in the McCook Comprehensive Plan.

Explain how the project complies with the Comprehensive Plan:

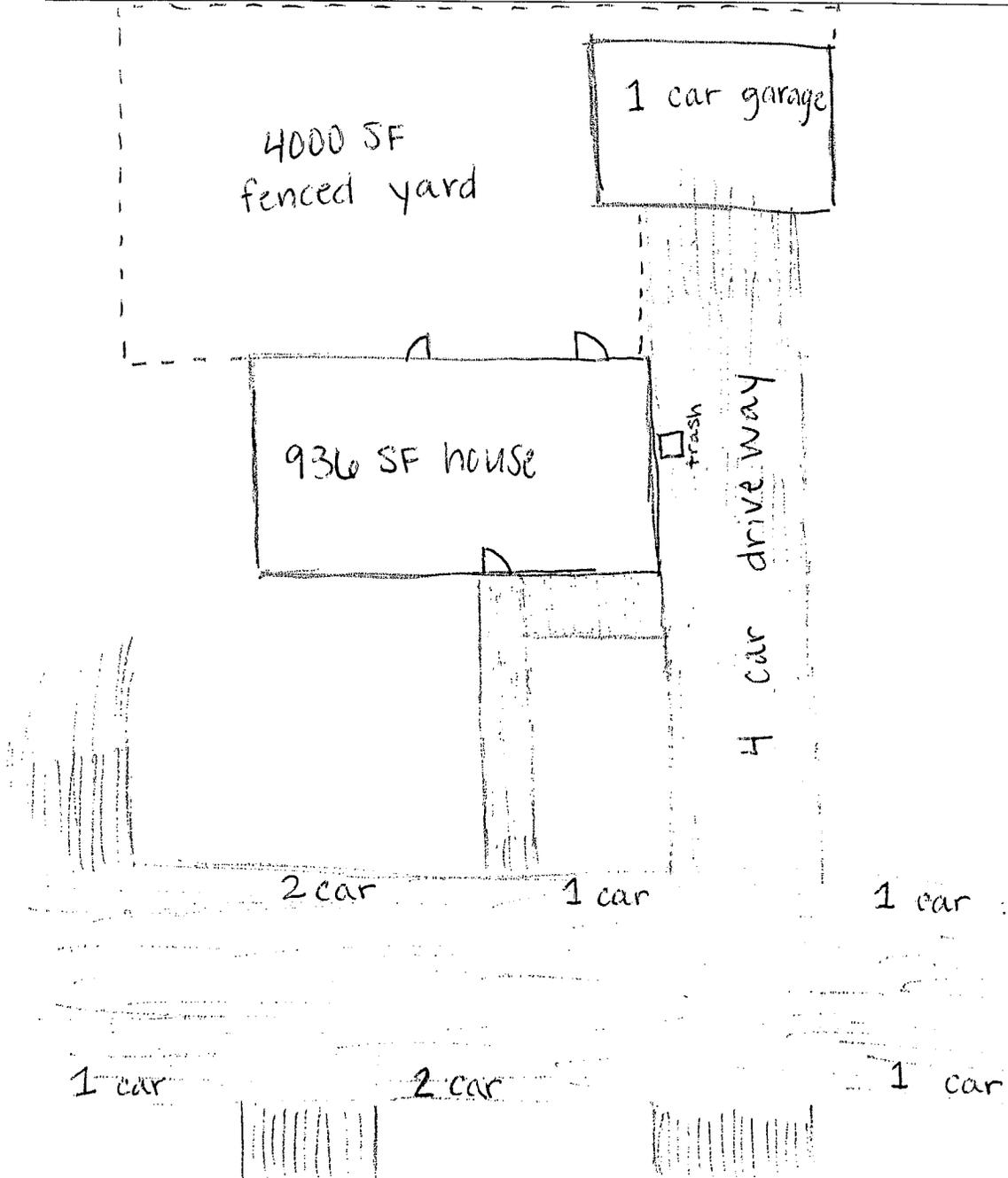
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**FINDINGS AND DETERMINATIONS OF MCCOOK CITY COUNCIL**

CASE NO. \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

SPECIAL EXCEPTION CONSIDERATIONS:

YES                  NO

1. The proposed special exception use would satisfactorily provide for:

a) ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;

\_\_\_\_\_

b) off street parking and loading areas where required, with particular attention to the items in a) above, and the economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district;

\_\_\_\_\_

c) refuse and service areas, with particular attention to the items in a) and b) above;

\_\_\_\_\_

d) utilities, with reference to locations, availability and compatibility;

\_\_\_\_\_

e) screening and buffering with reference to type, dimensions and character;

\_\_\_\_\_

f) signs, if any, and proposed exterior lighting with reference to glare, traffic safety and economic effect and comparability and harmony with properties in the district;

\_\_\_\_\_

g) required yard and other open space;

\_\_\_\_\_

h) general compatibility with adjacent properties and other property in the district.

\_\_\_\_\_

i) Compatibility with existing and future land use plan in the McCook Comprehensive Plan.

\_\_\_\_\_

2. The specific rules governing special exceptions have been complied with.

CITY COUNCIL FINDINGS AND DECISION:

The McCook City Council hereby determines that the special exception will \_\_\_\_\_, will not \_\_\_\_\_ adversely affect the public interest. The special exception herein requested is \_\_\_\_\_, is not \_\_\_\_\_ hereby granted subject to the stipulations noted below, if any.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

McCook Planning Commission  
October 12, 2020  
5:15 PM Central

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

Present: Chair Vosburg; Vice Chair Hilker; Commissioners Davidson, Friehe, McDowell, Stevens.

Absent: Commissioners Bradley, Dueland, Lyons, Graham.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 8, 2020, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

1. Approve the minutes of the September 14, 2020 regular Planning Commission meeting.

Motion to approve the minutes of the September 14, 2020 regular Planning Commission meeting. This motion, made by Friehe and seconded by McDowell, passed.

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

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by Lexis Jones and Courtney Williams (Project Sponsor) to locate a daycare center in a Residential Medium Density District (RM) - property located at 910 West "L" Street.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Lexis Jones and Courtney Williams (Project Sponsor) to locate a daycare center in a Residential Medium Density District (RM) - property located at 910 West "L" Street, with the City Attorney to act as hearing officer. This motion, made by Vosburg and seconded by Stevens, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 12, 2020 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #4 - Land Use Application and attachments (4 pages); and Exhibit #5 - Findings and Determinations

**EXHIBIT #6**

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of McCook City Council (2 pages), and excepted comment from city staff before opening for public comment.

City Manager Schneider reviewed the following information contained in Exhibit #1: "An application for a special exception was submitted by Lexis Jones and Courtney Williams to allow for a daycare center in a Residential Medium Density (RM) District. The property at issue is located at 910 West "L" Street. The owners of the property are Brad and Courtney Williams. Pursuant to Zoning Ordinance No. 2016-2929, Article 9, Section 904, daycare facilities are allowed in the Residential Medium Density (RM) District, if a special exception is granted by the City Council. Originally, the applicants stated that Ms. Jones would be residing at the residence (which would have allowed the house to fall under the home occupation rules), however, Ms. Jones is engaged to be married within the year and 910 West "L" Street would not be her marital home."

"City Staff believes the property at issue has always been used for residential purposes. The surrounding properties are single family dwellings as well. Staff has had an opportunity to go on site and discuss the potential daycare with Mrs. Williams. Staff explained the special exception process and stressed the importance of complying with special exception requirements A - I. In particular, Staff explained that there have been a number of similar requests over the past few years, and during the prior discussions, requirements A, B, E, H, and I were the primary points of emphasis. Staff specifically asked Mrs. Williams to pay close attention to ingress/egress and parking. Mrs. Williams' application spells out their plan with respect to these items."

"With respect to ingress and egress, Mrs. Williams does not believe the traffic flow will be impacted by a childcare facility. Mrs. Williams states that there will be 10 or fewer children at her childcare facility at one time. The street is not a narrow street (as was the issue with the property at the corner of Norris and East M Street). Staff observed vehicles passing through West "L" Street without impediments."

"Next, the property contains a garage and driveway. The applicant states that the driveway has sufficient room for 4 vehicles. The applicant also stated that the daycare provider will park her car in the garage, freeing up space in the driveway. Upon review of the Zoning Ordinance's Off-Street Parking regulation (ie. Section 2111), a nursery must have enough parking spaces to cover 30% of capacity in students. Per the regulation, 3 off-street parking stalls are necessary assuming there will be 10 or fewer children at the childcare facility. The applicants have the space required in the Zoning Ordinance. Additionally, there is space for on-street parking if it is needed. A diagram of the premises and related parking spaces is attached to this packet."

"As far as screening and buffering, the home already has a backyard fence. According to the applicant, if the children are outside, they will be within the backyard fence. There should be no issues with children in the front yard."

"With respect to general compatibility with adjacent properties, the exterior of the residence will not be altered. Of note, if the special exception is approved, the house will be the only childcare facility in the neighborhood. This may be the largest concern associated with this request. Staff believes this concern can be minimized if the applicant develops a structured parking plan and that steps are taken to assure the children are inside the building or in the backyard. Unlike with a similar request from a few years ago that involved property near the elementary school, there is not another facility in the neighborhood that will have large numbers of occupants that would compete for space."

"With respect to McCook's Comprehensive Plan and Zoning Regulations, a childcare facility is an

allowable special exception in the RM District. Additionally, McCook's Comprehensive Plan incorporates the City of McCook's Economic Development Plan, which includes childcare facilities as a qualifying use under the program. The goal of the Economic Development Plan is to build on the strengths of the City to promote existing industries and the retention of jobs. Further the Plan is designed to aide in the recruitment of new industries and jobs to McCook to facilitate the development and expansion of new businesses. In order to achieve these goals, it is necessary to assure there is adequate childcare available for individuals that work in and around McCook."

Courtney Williams, applicant, was present to address questions from the Commission.

With no further comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by McDowell, passed.

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

YEA: 6, NAY: 0, ABSENT: 4

2.B. Recommend approval of a special exception to the City Council to allow a daycare center in a Residential Medium Density District (RM) - property located at 901 West "L" Street due to special exception requirements A - I being satisfied.

Motion to recommend approval of a special exception to the City Council to allow a daycare center in a Residential Medium Density District (RM) - property located at 901 West "L" Street due to special exception requirements A - I being satisfied. This motion, made by McDowell and seconded by Friehe, passed.

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

YEA: 6, NAY: 0, ABSENT: 4

City Manager Schneider informed the Commission that there would most likely be a meeting in November for consideration of another Child Care facility.

### **Adjournment.**

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:33 P.M.

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Lea Ann Doak, City Clerk  
Recording Secretary

**CITY MANAGER'S REPORT  
OCTOBER 19, 2020 CITY COUNCIL MEETING**

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**ITEM:**        5.A.

Approve the minutes of the October 5, 2020 regular City Council meeting.

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**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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Lea Ann Doak, City Clerk

October 15, 2020

McCook City Council  
October 5, 2020  
5:30 PM Central

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

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

Absent: None.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 1, 2020, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

**1. Citizen's Comments.**

Dawson Brunswick, Chamber of Commerce President, thanked all city staff who helped make Heritage Days possible.

**2. Announcements & Recognitions.**

Dave & Lucy Lines were recognized for their donation of a pergola and handicap accessible walkway that they had installed in Bolles Canyon in memory of their son Coley. The Mayor and Council thanked them for their generous donation that will be used by many.

Utility Director Dutcher informed the Council that the city's water treatment plant has taken 10 billion gallons of water into the plant since it began operations on February 15, 2006. He gave credit to the water operator and the water department staff, noting that since that time there have been no water quality violations.

City Manager Schneider noted that on Monday, October 12 a Planning Commission meeting will

be held at 5:15 P.M. for consideration of a child care facility in a residential area.

### **3. Proclamations.**

- 3.A. Approve the proclamation designating October 4 through October 10, 2020 as "Fire Prevention Week" and authorize the Mayor to sign.

Motion to approve the proclamation designating October 4 through October 10, 2020 as "Fire Prevention Week" and authorize the Mayor to sign. This motion, made by Calvin and seconded by Gonzales, passed.

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

YEA: 5, NAY: 0

- 3.B. Approve the proclamation designating the month of October 2020 as "Manufacturing Month" throughout the City and authorize the Mayor to sign.

Motion to approve the proclamation designating the month of October 2020 as "Manufacturing Month" throughout the City and authorize the Mayor to sign. This motion, made by Hepp and seconded by Weedon, passed.

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

YEA: 5, NAY: 0

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

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

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

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

YEA: 5, NAY: 0

- 4.A. Approve the minutes of the September 21, 2020 regular City Council meeting.
- 4.B. Approve the application for a Special Designated Liquor License submitted by MO Dough, LLC, Liquor License #IK-057785, for a wedding reception to be held at the Red Willow County Fair Grounds Community Building, 1412 West 5th Street, on October 24, 2020 from 8:00 A.M. to 1:00 A.M.
- 4.C. Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for the Farrell's Sip 'n Shop event to be held at Farrell's Hallmark Shop, 116 West "B" Street, on October 30, 2020 from 2:00 P.M. to 9:00 P.M.
- 4.D. Award of bid and approve the purchase of three (3) New Ambulance Power Load Systems and Cots (Stretchers) to STRYKER who submitted the lowest responsible bid

of \$140,740.82.

- 4.E. Ratify the Mayor's appointments to the Airport Advisory Commission - reappoint David Pfeffer, Trevor Taylor, and Griff Malleck - terms expire November 2023; the Building and Housing Code Advisory and Appeals Board - reappoint Paul Goodenberger - term expires September 2024 and appoint Brett Schmidt to replace Gary Wiemers and Jon Stewart to replace Steve Lyne - terms expire September 2024; the Economic Development Plan Citizen's Advisory Review Committee - reappoint Jeanette Peters - term expires July 2023; the Housing Agency - reappoint Raymond Long - term expires November 2025; and the Senior Citizens Advisory Board - reappoint Jim Hamill - term expires September 2022 and appoint Vickie Sydow to replace Sharon King - term expires September 2023.
- 4.F. Receive and file the Financial Report for the period ending August 31, 2020.

**5. Regular Agenda.**

- 4.G. Approve the request from Josh and Lynda Redden, owners of "The Hub", to close the 200 Block of West First Street on Thursday, October 29, 2020 from 6:00 P.M. to 10:00 P.M. for a Community Celebration Commemorating their one year anniversary in McCook.

Councilmember Calvin questioned how the area for requesting the Special Designated Liquor License would be separated from the general public and the need for a license for a celebration of "The Hub's" first year of business, when the products they sell are non-alcoholic teas and shakes.

Motion to approve the request from Josh and Lynda Redden, owners of "The Hub", to close the 200 Block of West First Street on Thursday, October 29, 2020 from 6:00 P.M. to 10:00 P.M. for a Community Celebration Commemorating their one year anniversary in McCook. This motion, made by Calvin and seconded by Hepp, passed.

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

YEA: 5, NAY: 0

- 4.H. Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for the Hub Block Party event to be held at The Hub, 220 West 1st Street, on October 29, 2020 from 2:00 P.M. to 11:00 P.M.

Motion to approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for the Hub Block Party event to be held at The Hub, 220 West 1st Street, on October 29, 2020 from 2:00 P.M. to 11:00 P.M. This motion, made by Calvin and seconded by Weedon, passed.

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

YEA: 5, NAY: 0

- 5.A. Consider and authorize the use of Community Betterment Funds to cover the rental fees for the Annual Toy Box event to be held at the McCook City Auditorium on December 7, 2020; the dates for set up and distribution are November 30, 2020 through December 7, 2020.

Barb Ostrum presented her request to the Council for use of Community Betterment funds to cover rental fees at the auditorium for the Annual Toy Box event. With the recent up tick of Covid cases in the area, she will be working with the Southwest Nebraska Public Health Department on the best way to coordinate the event.

Motion to approve the use of Community Betterment Funds to cover the rental fees for the Annual Toy Box event to be held at the McCook City Auditorium on December 7, 2020; the dates for set up and distribution are November 30, 2020 through December 7, 2020. This motion, made by Gonzales and seconded by Weedin, passed.

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

5.B. Council Comments.

Councilmember Weedin outlined the significant changes to the Choice Gas program for the 2021 selection period which will be held from March 18-April 22, 2021; Councilmember Calvin commended Police Chief Smith and his department, he has been seeing more positive comment and encouraged them to continue in that direction; and Mayor Gonzales asked that setting a date for Strategic Planning be on the October 19 meeting.

**Adjournment.**

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:00 P.M.

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Michael D. Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
OCTOBER 19, 2020 CITY COUNCIL MEETING**

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**ITEM:**        5.B.

**RECOMMENDATION:**

Receive and file the minutes of the January 7, 2020 and August 4, 2020 Senior Center Advisory Board meetings and the October 12, 2020 Planning Commission meeting.

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**BACKGROUND:**

Receive minutes from the various board and commission meetings.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

October 15, 2020

Heritage Senior Center  
 1312 West 5th St  
 McCook NE 69001  
 Advisory Board Minutes  
 January 7, 2020

A copy of the Open Meetings Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10:00am and are open to the public. Meeting called to order by Gene Meints. Minutes from the previous meeting were approved as read. Roll call was taken.

Jim Hamill P                  Mary Keslin P                  Sharon King P                  Gene Meints P  
 Bob Patenburg P              Sharon Parde P              Dan Stramel A              Beth Siegfried P

**Public Transit**

Riders	Miles	Different Riders	Rides paid	Agency	Wheel Chair	Days
July 519	bus 1417 van 6	55	28		4	22
August 497	bus 1322 van 19	59	38		16	22
September 491	1372	56	67		6	20
Overall 1507	bus 4111 van 25	170	133		26	64
Average 502	bus 1370 van 8	57	44		8.5	21.3
October 572	1712	64	73		6	23
November 485	1418	55	47		10	17
December 592	1578	58	66		14	22
Overall 1649	4708	177	186		30	62
Averages 550	1569	59	62		10	20.6

**Meals at Center**

July 1731  
 August 1722  
 September: 1802  
 Overall 5255  
 Average 1752

**Home Delivered Meals**

1249                  Day 22  
 1103                  Days 22  
 989                    Days 20

October: 1981  
 November 1440  
 December 1736  
 Overall: 5157  
 Average: 1719  
 Average: 1654

1086                  Days 23  
 795                    Days 17  
 982                    Days 22  
 Overall: 2863  
 Average: 954  
 Average: 1174

Open Forum: No discussion during Open Forum

- Jim Hamill made a motion to approve the September Special meeting minutes Sharon Kin seconded the motion
- Beth will met with the new insurance broker for the city Ellenbrock and will get some answers for the volunteer insurance questions.
- No complaints except want better napkins for the dining room. Diners are adjusting well to getting their own silverware and glasses
- Correction on the Agenda the Senior center received \$2,000 dollars for the Home Delivered Meals Program not \$200 from the Masons..
- Sharon King will serve as secretary
- Due to illness, currently looking for more front desk volunteers

Next Meeting will be April 7, 2020

Gene Meints  
 Gene Meints President

Beth Siegfried for Sharon King  
 Secretary

Heritage Senior Center  
 1312 West 5th St  
 McCook NE 69001  
 Advisory Board Minutes  
 August 4, 2020

A copy of the Open Meetings Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10:00am and are open to the public. Meeting called to order by Gene Meints. Minutes from the previous meeting were approved as read. Roll call was taken.

Jim Hamill A	Mary Keslin P	Sharon King P (phone)	Gene Meints P
Bob Patenburg P	Sharon Parde P	Dan Stramel P	Beth Siegfried P

Guest Myra Tietz and Vicki Sydow

**Public Transit**

	<i>Riders</i>	<i>Miles</i>	<i>Different Riders</i>	<i>Rides paid Agency</i>	<i>Wheel Chair</i>	<i>Days</i>
<i>January</i>	544	1394	64	68	11	22
<i>February</i>	367	997	51	13	0	19
<i>March</i>	400	1203	38	3	0	21
<i>April</i>	252	876	33	4	2	22
<i>May</i>	253	914	33	17	0	20
<i>June</i>	373	1201	44	11	2	22
<i>July</i>	380	1048	37	10	4	22
<i>Overall</i>	2569	7633	300	126	19	149
<i>Average</i>	367	1094	43	18	3	21

	<i>Meals at Center</i>	<i>Home Delivered Meals</i>	<i>Curb Side pick up Meals</i>	<i>Days</i>
<i>January</i>	1767	1016	0	22
<i>February</i>	1580	876	0	19
<i>March</i>	786	1554	534	21
<i>April</i>	0	1692	1324	22
<i>May</i>	0	1591	1379	20
<i>June</i>	0	1793	1443	22
<i>July:</i>	126	1849	1325	22
<i>Overall</i>	4259	10371	6005	
<i>Average</i>	608	1482	857	

Open Forum: No discussion during Open Forum

- Minutes from the January 7, 2020 meeting were approved. Due to COVID we had not had a meeting since January
- Eric White from Lincoln with the Department of Agriculture will be here for an on site visit August 19th. We are currently serving more meals than any other site in the West Central Nebraska Area Agency group.
- Food costs were discussed the price of food has gone up and we are serving more people. Cost for raw food in 2018-2019 was \$120,673.00. The Budget was increased to \$145,000.00 for the 2019-2020 fiscal year. Since we are serving more meals now and food cost continue to rise the requested food budget for 2020-2021 will be \$150,000. Since COVID we have been using disposable containers for both the home delivered meals and curb side pickup which has added considerable cost to the supplies budget.
- We had a long discussion on when it will be possible to open the Dining room for meals and the building for activities. It may be several months more. Looking at a possible open date of the Tuesday after Labor Day. We will be in Level 4, asked for thoughts on seating 4 people to a table marking X's on the floor for social distancing, probably no salad bar or ice cream.

- Currently have 91 on list for Home Delivered meals. We are currently serving an average of 486 more meals a month .
- Beth will take it to the City Council in the near future to see if they would approve raising the meal cost to \$3.25 for Congregate meals and \$3.50 for Home delivered meals.
- Currently being reimbursed \$2.00 more a meal from COVID funds. We don't know how long this will last.
- Donations were used to purchase a new ice machine from Cash-Wa at a cost of \$2,495.
- Looking at new Transit dispatch software that would link with other providers.
- Mike Towery will be having Knee replacement surgery, Eldon Parde may have to fill in a few days.
- Beth will talk to Leanne Doak and Mayor Mike Gonzales to see what seats will be vacant on Advisory Board
- Nebraska Department of Transportation is writing Specs for a new Transit van, which would be reimbursed at 100%, it should be on display at the annual Transit Manager meeting in Kearny August 6th. This would replace the 2003 Transit bus, hopefully with lower fuel cost with more passage capabilities than the mini-van.
- Transit numbers are down substantially since the COVID pandemic
- Possible flooring samples were shown to Advisory Board members. Advisory Board members viewed trouble spots with the current flooring.
- Painting bids came in at \$3,000 from Seth Denny and \$10,000. each from two other vendors
- The Nebraska Attorney General's office will be prosecuting one of the groups out of Omaha that presented in McCook on Stem Cell Therapy. Hopefully some will be reimbursed for money lost. Stem Cell claims are not FDA approved.
- Beth continues to help people with their Medicare needs.

Next Meeting will be October 6, 2020

Gene Meints  
Gene Meints President

Beth Seefeld for Sharon King  
Sharon King Secretary

McCook Planning Commission  
October 12, 2020  
5:15 PM Central

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

Present: Chair Vosburg; Vice Chair Hilker; Commissioners Davidson, Friehe, McDowell, Stevens.

Absent: Commissioners Bradley, Dueland, Lyons, Graham.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 8, 2020, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

1. Approve the minutes of the September 14, 2020 regular Planning Commission meeting.

Motion to approve the minutes of the September 14, 2020 regular Planning Commission meeting. This motion, made by Friehe and seconded by McDowell, passed.

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

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by Lexis Jones and Courtney Williams (Project Sponsor) to locate a daycare center in a Residential Medium Density District (RM) - property located at 910 West "L" Street.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Lexis Jones and Courtney Williams (Project Sponsor) to locate a daycare center in a Residential Medium Density District (RM) - property located at 910 West "L" Street, with the City Attorney to act as hearing officer. This motion, made by Vosburg and seconded by Stevens, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 12, 2020 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #4 - Land Use Application and attachments (4 pages); and Exhibit #5 - Findings and Determinations

of McCook City Council (2 pages), and excepted comment from city staff before opening for public comment.

City Manager Schneider reviewed the following information contained in Exhibit #1: "An application for a special exception was submitted by Lexis Jones and Courtney Williams to allow for a daycare center in a Residential Medium Density (RM) District. The property at issue is located at 910 West "L" Street. The owners of the property are Brad and Courtney Williams. Pursuant to Zoning Ordinance No. 2016-2929, Article 9, Section 904, daycare facilities are allowed in the Residential Medium Density (RM) District, if a special exception is granted by the City Council. Originally, the applicants stated that Ms. Jones would be residing at the residence (which would have allowed the house to fall under the home occupation rules), however, Ms. Jones is engaged to be married within the year and 910 West "L" Street would not be her marital home."

"City Staff believes the property at issue has always been used for residential purposes. The surrounding properties are single family dwellings as well. Staff has had an opportunity to go on site and discuss the potential daycare with Mrs. Williams. Staff explained the special exception process and stressed the importance of complying with special exception requirements A - I. In particular, Staff explained that there have been a number of similar requests over the past few years, and during the prior discussions, requirements A, B, E, H, and I were the primary points of emphasis. Staff specifically asked Mrs. Williams to pay close attention to ingress/egress and parking. Mrs. Williams' application spells out their plan with respect to these items."

"With respect to ingress and egress, Mrs. Williams does not believe the traffic flow will be impacted by a childcare facility. Mrs. Williams states that there will be 10 or fewer children at her childcare facility at one time. The street is not a narrow street (as was the issue with the property at the corner of Norris and East M Street). Staff observed vehicles passing through West "L" Street without impediments."

"Next, the property contains a garage and driveway. The applicant states that the driveway has sufficient room for 4 vehicles. The applicant also stated that the daycare provider will park her car in the garage, freeing up space in the driveway. Upon review of the Zoning Ordinance's Off-Street Parking regulation (ie. Section 2111), a nursery must have enough parking spaces to cover 30% of capacity in students. Per the regulation, 3 off-street parking stalls are necessary assuming there will be 10 or fewer children at the childcare facility. The applicants have the space required in the Zoning Ordinance. Additionally, there is space for on-street parking if it is needed. A diagram of the premises and related parking spaces is attached to this packet."

"As far as screening and buffering, the home already has a backyard fence. According to the applicant, if the children are outside, they will be within the backyard fence. There should be no issues with children in the front yard."

"With respect to general compatibility with adjacent properties, the exterior of the residence will not be altered. Of note, if the special exception is approved, the house will be the only childcare facility in the neighborhood. This may be the largest concern associated with this request. Staff believes this concern can be minimized if the applicant develops a structured parking plan and that steps are taken to assure the children are inside the building or in the backyard. Unlike with a similar request from a few years ago that involved property near the elementary school, there is not another facility in the neighborhood that will have large numbers of occupants that would compete for space."

"With respect to McCook's Comprehensive Plan and Zoning Regulations, a childcare facility is an

allowable special exception in the RM District. Additionally, McCook's Comprehensive Plan incorporates the City of McCook's Economic Development Plan, which includes childcare facilities as a qualifying use under the program. The goal of the Economic Development Plan is to build on the strengths of the City to promote existing industries and the retention of jobs. Further the Plan is designed to aide in the recruitment of new industries and jobs to McCook to facilitate the development and expansion of new businesses. In order to achieve these goals, it is necessary to assure there is adequate childcare available for individuals that work in and around McCook."

Courtney Williams, applicant, was present to address questions from the Commission.

With no further comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by McDowell, passed.

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

2.B. Recommend approval of a special exception to the City Council to allow a daycare center in a Residential Medium Density District (RM) - property located at 901 West "L" Street due to special exception requirements A - I being satisfied.

Motion to recommend approval of a special exception to the City Council to allow a daycare center in a Residential Medium Density District (RM) - property located at 901 West "L" Street due to special exception requirements A - I being satisfied. This motion, made by McDowell and seconded by Friehe, passed.

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

City Manager Schneider informed the Commission that there would most likely be a meeting in November for consideration of another Child Care facility.

### **Adjournment.**

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:33 P.M.

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Lea Ann Doak, City Clerk  
Recording Secretary

**CITY MANAGER'S REPORT  
OCTOBER 19, 2020 CITY COUNCIL MEETING**

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**ITEM:**        5.C.

Award the bid for Memorial Auditorium Roof Replacement to Weathercraft Company of McCook, Nebraska in the amount of \$74,980.00, it being the lowest most responsible bid.

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**BACKGROUND:**

On Tuesday, October 13, 2020 bids were opened for Memorial Auditorium roof replacement. Two bids were received which are listed below:

Weathercraft Company, McCook - \$74,980  
Duff Roofing, Grand Island - \$77,500

The cost of Performance and Construction bonds, if required, were included with each bid.

After reviewing the bids, it is staffs recommendation to award the bid to Weathercraft Company in the amount of \$74,980. The Performance and Construction bonds will not be required.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

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

October 15, 2020

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

October 15, 2020

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

October 15, 2020

**CITY MANAGER'S REPORT  
OCTOBER 19, 2020 CITY COUNCIL MEETING**

---

**ITEM:        5.D.**

**RECOMMENDATION:**

**APPROVE THE AGREEMENT BETWEEN THE CITY OF McCOOK AND W DESIGN ASSOCIATES TO PROVIDE DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE RECONSTRUCTION OF NORTH CHEROKEE FROM SEMINOLE DRIVE TO NORRIS AVENUE AND AUTHORIZE THE MAYOR TO SIGN.**

---

**BACKGROUND:**

This agreement is for engineering services for the design and construction of North Cherokee from Seminole Drive to Norris Avenue. The construction of this project is not included in the current budget. We do have funds available for the design phase. We are wanting to complete the design phase of this project in preparation for the possibility that some type of federal stimulus funds will become available that could assist with this project.

This project will involve milling of the existing asphalt street, regrading the subgrade, placing the millings back as a base and then paving the street with 4 inches of asphalt. Handicap ramps will also be installed at all intersections. This project will be very similar to the Park Avenue project that was completed last year.

The total cost of the project is estimated to be \$439,458.00. The engineering cost is estimated to be \$41,160.00.

**FISCAL  
IMPACT:**       None.

**RECOMMENDATION:**

**APPROVE THE AGREEMENT BETWEEN THE CITY OF McCOOK AND W DESIGN ASSOCIATES TO PROVIDE DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE RECONSTRUCTION OF NORTH CHEROKEE FROM SEMINOLE DRIVE TO NORRIS AVENUE AND AUTHORIZE THE MAYOR TO SIGN.**

**APPROVALS:**

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

October 15, 2020

\_\_\_\_\_  
Nate Schneider, City Manager

October 15, 2020

## **AGREEMENT**

This **AGREEMENT** made and entered into by and between the **CITY of McCOOK**, Nebraska (hereinafter referred to as the **OWNER**), and **W DESIGN ASSOCIATES, INC.** of McCook/Hastings, Nebraska (hereinafter referred to as the **ENGINEER**).

Whereas the **OWNER** is retaining the **ENGINEER** to provide design and construction administration services for the reconstruction of North Cherokee from Seminole Drive to Norris Avenue. The project will involve milling the existing asphalt street, regrading the subgrade, placing the millings back as a base and then paving the street with 4" of asphalt. Also included will be handicap ramps at intersections.

### **RESPONSIBILITY OF THE ENGINEER**

The **ENGINEER** shall:

1. Complete a topographical survey of the streets.
2. Work with the Owner to design the project in accordance with the City's wishes.
3. Prepare construction plans and specifications for the improvements.
4. Prepare the Construction NPDES permit and SWPPP for the project.
5. Attend Council Meetings for project approvals as necessary, including plan approval, bid award, change orders, etc.
6. Assist the City in bidding the project.
7. Prepare construction contracts with the successful bidder.
8. Review pay requests and prepare change orders if needed.
9. Conduct a pre-construction meeting with the contractor.
10. Provide construction inspection services, including full time inspection during paving operations.

### **RESPONSIBILITY OF THE OWNER**

1. The **OWNER** shall provide the **ENGINEER** specific information as needed to develop the Plans and Specifications for the project.
2. The **OWNER** shall pay all fees and permit costs for the project.

### **FEES AND PAYMENTS**

The **OWNER** shall pay the **ENGINEER** hourly plus expenses at the **ENGINEER**'s standard hourly rate.

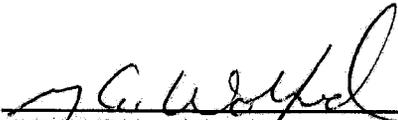
**TERMS & CONDITIONS**

*Nothing in this agreement shall be construed to indicate the **ENGINEER** is responsible for a contractor's actions or workmanship.*

The attachment including:

- A. SPECIAL TERMS AND CONDITIONS
- B. GENERAL TERMS AND CONDITIONS is hereby made a part of this Agreement.

\_\_\_\_\_  
CITY OF MCCOOK  
McCOOK, NEBRASKA

  
\_\_\_\_\_  
W DESIGN ASSOCIATES, INC.  
McCOOK/HASTINGS, NEBRASKA

\_\_\_\_\_  
DATE

8 Oct 20  
DATE

## **A. SPECIAL TERMS AND CONDITIONS**

### **1. ACCESS TO SITE**

Unless otherwise stated, the ENGINEER (hereinafter referred to as "A/E") will have access to the site for activities necessary for the performance of the services at all reasonable hours.

### **2. INDEMNIFICATION**

Owner agrees to indemnify and hold harmless the A/E from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of its obligations under this agreement, provided that any such claim, damage, loss, or expense is not due to the negligent acts, errors, or omissions of the A/E.

### **3. DISPUTE RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Owner and the A/E agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Owner and the A/E further agree to make reasonable efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

### **4. OWNERSHIP OF DOCUMENTS**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the A/E as instruments of service shall remain the property of the A/E. The A/E grants the Owner full and perpetual use of the documents for its use on this project and for any future use on this facility.

### **5. CODES AND STANDARDS COMPLIANCE**

The A/E shall put forth reasonable efforts to comply with codes, regulations, laws, and statutes in effect as of the execution of this Agreement.

### **6. CONSTRUCTION OBSERVATION**

The A/E shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the contract documents provided by A/E. The Owner has not retained the A/E to make detailed inspections or to provide exhaustive or continuous project review and observation services. The A/E does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project.

### **7. DELAYS**

The A/E is not responsible for delays caused by factors beyond the A/E's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of the A/E's services or work product promptly, or delays caused by faulty performance by the Owner or by contractors of any level. When such delays beyond the A/E's reasonable control occur, the Owner agrees the A/E is not responsible for damages, nor shall the A/E be deemed to be in default of this agreement.

### **8. LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the project to both the Owner and the A/E, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the A/E and its sub-consultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the A/E and its sub-consultants to all those named shall not exceed \$1,000,000.00, or the A/E's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

### **9. OPINIONS OF PROBABLE COST**

In providing opinions of probable construction cost, the Owner understands that the A/E has no control over costs or the price of labor, equipment, or materials, or over the contractors' method or pricing, and that the opinions of probable construction cost provided herein

are to be made on the basis of the A/E's qualifications and experience. The A/E makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**10. SUBMITTALS**

The A/E shall review and approve contractor submittals, such as shop drawings, product data, samples and other data, as required by the A/E, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. The A/E's review shall be conducted with reasonable promptness while allowing sufficient time in the A/E's judgment to permit adequate review. Review of a specific item shall not indicate that the A/E has reviewed the entire assembly of which the item is a component. The A/E shall not be responsible for any deviations from the contract documents not brought to the attention of the A/E in writing by the contractor. The A/E shall not be required to review partial submissions or those which submissions of correlated items have not been received.

**B. GENERAL TERMS AND CONDITIONS**

**1. GOVERNING LAW**

The laws of the State of Nebraska will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

**2. STANDARD OF CARE**

Service provided by the A/E under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**3. ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

**4. TERMINATION**

Either the Owner or the A/E may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Owner shall within thirty (30) calendar days of termination pay the A/E for all services rendered and all costs incurred up to the date of termination, in accordance with the Fees and Payments Section of this Agreement.

**5. SEVERABILITY AND SURVIVAL**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. Articles A2, A3, A4, and A8 shall survive the termination of this Agreement and shall remain enforceable between the parties.

**6. AMENDMENT**

This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement constitutes the entire and integrated agreement by and between the parties and supersedes any and all prior negotiations, whether written or oral.

**CITY MANAGER'S REPORT  
OCTOBER 19, 2020 CITY COUNCIL MEETING**

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**ITEM:            5.E.**

Approve an amended Lease of Rack Space between the City of McCook and McCook Public Power District and authorize the Mayor to sign.

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**BACKGROUND:**

The City of McCook leases tower space and rack space from the McCook Public Power District (MPPD) for the purpose of locating a public safety telecommunication antenna and rack space. In September 2019 new leases were approved for a period of 20 years, with the potential for an additional 20 year period to be added after the termination date of September 1, 2039. No lease payment is required due to the fact the antenna and rack space are used for public safety telecommunication purposes. The City of McCook is required to pay the associated electrical costs with this lease and for carrying the appropriate insurance. The proposed amended agreement is being presented at the request of MPPD. Minor changes have been made in Sections 2, 17, and 18.

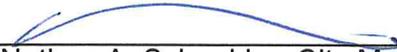
A copy of the new lease and the lease approved in September 2019 are included for your review.

**FISCAL  
IMPACT:**       None.

**APPROVALS:**

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

October 15, 2020

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

October 15, 2020

**McCOOK  
PUBLIC POWER DIST,**



P.O. Box 1147  
1510 N Highway 83  
McCook, NE 69001-4267  
[www.mppdonline.com](http://www.mppdonline.com)

Phone: 308-345-2500  
Toll Free: 800-658-4285  
Fax: 308-345-4772 E-mail:  
[mppd@mppdonline.com](mailto:mppd@mppdonline.com)

September 30, 2020

City of McCook  
PO Box 1059  
McCook, NE 69001

Dear Nate:

Enclosed you will find the Rack Space rental lease agreement. Please review the agreement as some minor changes have been made. The new fees are included in the agreements. We have added a contact page we would like updated as well. Please sign and return the original to MPPD with an updated certificate of insurance per line 12 in the agreement. We have also enclosed a copy for your records. I appreciate your flexibility while we work through these changes and look forward to our continuing partnership.

Best Regards,

A handwritten signature in black ink, appearing to read "Clint Bethell". The signature is fluid and cursive, with the first name being more prominent.

Clint Bethell  
General Manager

Enclosures

## LEASE OF RACK SPACE

This agreement by and between McCook Public Power District at 1510 North Hwy 83, McCook, NE, hereinafter referred to as the LESSOR, and City of McCook at P.O. Box 1059, McCook, NE 69001 (address) hereinafter referred to as the LESSEE, governs rental of rack space in the tower and building of the LESSOR by the LESSEE.

In consideration of the promises, conditions, covenants, and reservations of rent stated in this lease, and in consideration of the mutual detriments to be sustained by each party in the performance of this lease, the parties agree as follows:

1. **TERM OF LEASE:** The Term of the Lease shall be for a period of twenty (20) years, commencing on the 1st Day of September, 2019, terminating on September 1st, 2039. Unless previously cancelled or amended, this lease will automatically renew for additional twenty (20) year period. Either party can terminate this agreement with written notice to the other party by providing a minimum of 90 days' notice prior to the expiration of the twenty (20) year period. Lessor has the option to immediately cancel this lease without notice in case the building may be damaged beyond reasonable restoration.

2. **LEASEHOLD:** The LESSEE agrees to lease 5 (number) racks for installation of equipment in the building of LESSOR. If additional rack space is required by LESSEE, or less rack space is needed by LESSEE during the term of this lease, LESSOR may allow the additional rack space or the reduction in rack space without the need for a new Lease Agreement by attaching Exhibit A reflecting the new amount of space. Additional space shall be charged in accordance with LESSOR's then-existing rate structure. Said lease for the additional space shall continue through the term of the original lease and shall be subject to all the terms and conditions of this Lease agreement.

The building of the LESSOR is located:

Approximately: Latitude: N40 12' 46" Longitude: W100 39' 9" In Red Willow County Nebraska.

OR

Physical Location: 1510 North Hwy 83 or 39386 Drive 316 McCook, NE 69001

3. **CONSIDERATION:** LESSEE shall pay to LESSOR the amount of \$ 0.00 (Zero Dollars and Zero Cents) per Rack Unit per month (One Rack Unit is 1 ¾ inches). Billing will be done 1 month in advance and due on the 1<sup>st</sup> day of the month. Cash will be received at and checks to be made payable to: McCook Public Power District whose business address is P.O. Box 1147, McCook, NE 69001. However, every year or upon renewal, Lessor shall have the right to reasonably adjust the monthly fee to account for inflation, not to exceed a 10% increase for each year period of the twenty (20) year term, unless an additional price increase is agreed to by LESSEE.

5 Rack units @ \$ 0.00 ea. = \$ 0.00 per month

4. **INDEMNIFICATION OF THE LESSOR:** The LESSEE shall indemnify and hold harmless the LESSOR against all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, incurred by the LESSOR from personal injury or property damage, including claims resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents. The LESSOR will provide the LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of the LESSOR to provide any such notice, or to provide it promptly, shall not relieve the LESSEE from its indemnification obligation in respect of such claim, except to the extent the LESSEE can establish actual prejudice and direct damages as a result thereof. The LESSOR will cooperate appropriately with the LESSEE in connection with the LESSEE'S defense of such claim. The LESSEE shall defend LESSOR, at the LESSOR'S request, against any claim with counsel reasonably satisfactory to the LESSOR. The LESSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR.

5. CARE OF PROPERTY: The LESSEE, at its own expense, shall be exclusively responsible for the maintenance of its equipment.
6. SECURITY: In order for the LESSOR to maintain a secure environment all keys to the LESSOR buildings, gates, etc. will be issued to the LESSEE by the LESSOR. Upon entry onto the LESSOR'S premises, any LESSEE or their contracted maintenance providers are required to sign in and out on the log sheet posted inside the LESSOR buildings. The LESSEE shall provide the LESSOR a list of all personal or contracted maintenance providers that shall have access to the LESSOR property, and notify LESSOR immediately of any changes to said list.
7. INSTALLATION OF EQUIPMENT: The LESSEE shall supervise and control all installation of equipment on tower and in building. LESSEE shall bear all costs of installation. The LESSEE shall provide LESSOR with forty-eight (48) hours' notice for any normal maintenance or installation of equipment in the buildings or tower of the LESSOR.
8. ACCESS TO EQUIPMENT: From time to time LESSEE will need access to its equipment. LESSOR agrees to allow this access.
9. RISK OF LOSS OR DAMAGE: Risk of loss to the equipment of the LESSEE shall be at all times on the LESSEE.
10. INSURANCE: LESSEE shall, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction of property in any one occurrence. This Insurance shall list the LESSOR as an additional insured on the face of the current certificate. This certificate shall be provided annually to the LESSOR.
11. HOLD HARMLESS: LESSEE agrees that LESSEE shall keep and hold LESSOR harmless from any and all liability arising out of or in connection with or in any way related to LESSEE'S use of LESSOR'S premises, as hereinbefore described. LESSOR requires of LESSEE a certificate of insurance evidencing liability insurance insuring LESSEE'S liability in the amount listed in Paragraph 10 of this contract.
12. TAXES: The LESSEE shall pay all property taxes, whether real or personal, assessed and levied on its property on the leased premises.
13. ELECTRICAL POWER: Lessee shall pay for the cost of all electrical power necessary to operate the equipment of the LESSEE located on the leased premises. Estimated costs of electrical power will be provided by LESSOR and is due with the rent payment. Any rate increases related to electric power will be passed on to the Lessee the date the new rate is effective.
14. REMOVAL OF EQUIPMENT: On termination of this lease, the LESSEE shall remove its equipment from the leased premises, promising to repair any damages done to the property of the LESSOR in the course of said removal and shall restore the leased premises to its original condition. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the equipment is completed. If LESSEE has not removed its equipment within thirty (30) days following the termination of the lease, LESSOR shall be entitled to remove the equipment and LESSEE shall pay LESSOR's costs of removal.
15. DEFAULT. It is a "Default" if either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice.
16. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may cancel this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the State of Nebraska.

17. CANCELLATION: Either party may cancel this lease by notifying the other in writing, at least thirty (30) days prior to cancellation. "Cancellation" occurs when either party puts an end to the contract due to breach or default by the other.

18. TERMINATION: In addition to termination at the expiration of the twenty (20) year term as discussed in Paragraph 1, either party may terminate this agreement at any time, with or without cause, by notifying the other in writing, at least ninety (90) days prior to termination.

19. CHOICE OF LAW: This lease shall be construed and interpreted according to the laws of the State of Nebraska.

20. SEVERABILITY: If any promise, condition, or covenant of this lease shall be declared invalid by any competent tribunal having jurisdiction, then the remaining promises, conditions, and covenants of this lease agreement shall be unaffected and shall be in full force and effect.

21. NOTICES: Any communications between the parties shall be given or made by mailing the same to LESSEE at \_\_\_\_\_ P.O. Box 1059, McCook, NE 69001 \_\_\_\_\_, or to LESSOR at McCook Public Power District, P.O. Box 1147, McCook, NE 69001, or to such other addresses as either party may subsequently designate in writing.

22. AMENDMENTS: To be effective, any change, amendment, or supplementation to this agreement shall be reduced to writing and executed by the parties.

23. PRIOR AGREEMENTS: The execution of this lease agreement shall revoke and/or supersede any prior agreements between the parties with regard to lease of tower space.

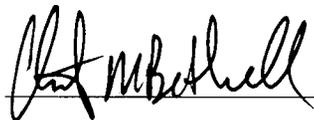
24. BINDING EFFECT: This lease agreement shall benefit and bind the parties and their respective heirs, devisees, personal representatives, assignees, delegates, or successors.

25. ENTIRE AGREEMENT: The promises, conditions and covenants contained in this lease agreement constitute the entire agreement between the parties concerning the subject matter of this agreement and supersede any previous agreements, whether written or oral, between the parties concerning the subject matter of this agreement.

This "Lease of Rack Space" is executed by the parties in duplicate originals the 1st day of September, 2019.

LESSOR: McCook Public Power District

LESSEE: \_\_\_\_\_

  
\_\_\_\_\_

By: Clint Bethell, General Manager

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

Date: 9-30-2020

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

**LESSEE CONTACT INFORMATION**

**NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**NAME** City of McCook - Nathan A. Schneider, City Manager

**ADDRESS** 505 West "C" Street - PO Box 1059 - McCook NE 69001-1059

**PHONE** 308-345-2022 ext. 225

EXHIBIT A

RACK UNITS

City of McCook has 5 Units in the West Building.

## LEASE OF RACK SPACE

This agreement by and between McCook Public Power District at 1510 North Hwy 83, McCook, NE, hereinafter referred to as the LESSOR, and City of McCook at P.O. BOX 1059 McCook, NE 69001 (address) hereinafter referred to as the LESSEE, governs rental of rack space in the tower and building of the LESSOR by the LESSEE.

In consideration of the promises, conditions, covenants, and reservations of rent stated in this lease, and in consideration of the mutual detriments to be sustained by each party in the performance of this lease, the parties agree as follows:

1. **TERM OF LEASE:** The Term of the Lease shall be for a period of Twenty (20) years, commencing on the 1st Day of September, 2019, terminating on September 1st, 2039. Unless previously cancelled or amended, this lease will automatically renew for additional Twenty (20) year period. Either party can terminate this agreement with written notice to the other party by providing a minimum of 90 days' notice prior to the expiration of the Twenty (20) year period. Lessor has the option to immediately cancel this lease without notice in case the building may be damaged beyond reasonable restoration.

2. **LEASEHOLD:** The LESSEE agrees to lease 5 (number) racks for installation of equipment in the building of LESSOR. If additional rack space is required by LESSEE during the term of this lease, LESSOR may allow the additional rack space without the need for a new Lease Agreement by attaching Exhibit A reflecting the new amount of space. Such additional space shall be charged in accordance with LESSOR's then-existing rate structure. Said lease for the additional space shall continue through the term of the original lease and shall be subject to all the terms and conditions of this Lease agreement.

The building of the LESSOR is located:

Approximately: Latitude: N40 12' 46" Longitude: W100 39' 9" In Red Willow County Nebraska.

OR

Physical Location: 1510 North Hwy 83 or 39386 Drive 316 McCook, NE 69001

3. **CONSIDERATION:** LESSEE shall pay to LESSOR the amount of \$ 0.00 ( Zero Dollars and Zero Cents) per Rack Unit per month (One Rack Unit is 1 ¼ inches). Billing will be done 1 month in advance and due on the 1<sup>st</sup> day of the month. Cash will be received at and checks to be made payable to: McCook Public Power District whose business address is P.O. Box 1147, McCook, NE 69001. However, every year or upon renewal, Lessor shall have the right to reasonably adjust the monthly fee to account for inflation, not to exceed a 10% increase for each year period of the Twenty (20) year term, unless an additional price increase is agreed to by LESSEE.

5 Rack units @ \$ 0.00 ea. = \$ 0.00 per month

4. **INDEMNIFICATION OF THE LESSOR:** The LESSEE shall indemnify and hold harmless the LESSOR against all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, incurred by the LESSOR from personal injury or property damage, including claims resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents. The LESSOR will provide the LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of the LESSOR to provide any such notice, or to provide it promptly, shall not relieve the LESSEE from its indemnification obligation in respect of such claim, except to the extent the LESSEE can establish actual prejudice and direct damages as a result thereof. The LESSOR will cooperate appropriately with the LESSEE in connection with the LESSEE'S defense of such claim. The LESSEE shall defend LESSOR, at the LESSOR'S request, against any claim with counsel reasonably satisfactory to the LESSOR. The LESSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR.

5. CARE OF PROPERTY: The LESSEE, at its own expense, shall be exclusively responsible for the maintenance of its equipment.

6. SECURITY: In order for the LESSOR to maintain a secure environment all keys to the LESSOR buildings, gates, etc. will be issued to the LESSEE by the LESSOR. Upon entry onto the LESSOR'S premises, any LESSEE or their contracted maintenance providers are required to sign in and out on the log sheet posted inside the LESSOR buildings. The LESSEE shall provide the LESSOR a list of all personal or contracted maintenance providers that shall have access to the LESSOR property, and notify LESSOR immediately of any changes to said list.

7. INSTALLATION OF EQUIPMENT: The LESSEE shall supervise and control all installation of equipment on tower and in building. LESSEE shall bear all costs of installation. The LESSEE shall provide LESSOR with forty-eight (48) hours' notice for any normal maintenance or installation of equipment in the buildings or tower of the LESSOR.

8. ACCESS TO EQUIPMENT: From time to time LESSEE will need access to its equipment. LESSOR agrees to allow this access.

9. RISK OF LOSS OR DAMAGE: Risk of loss to the equipment of the LESSEE shall be at all times on the LESSEE.

10. INSURANCE: LESSEE shall, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction of property in any one occurrence. This Insurance shall list the LESSOR as an additional insured on the face of the current certificate. This certificate shall be provided annually to the LESSOR.

11. HOLD HARMLESS: LESSEE agrees that LESSEE shall keep and hold LESSOR harmless from any and all liability arising out of or in connection with or in any way related to LESSEE'S use of LESSOR'S premises, as hereinbefore described. LESSOR requires of LESSEE a certificate of insurance evidencing liability insurance insuring LESSEE'S liability in the amount listed in Paragraph 10 of this contract.

12. TAXES: The LESSEE shall pay all property taxes, whether real or personal, assessed and levied on its property on the leased premises.

13. ELECTRICAL POWER: Lessee shall pay for the cost of all electrical power necessary to operate the equipment of the LESSEE located on the leased premises. Estimated costs of electrical power will be provided by LESSOR and is due with the rent payment. Any rate increases related to electric power will be passed on to the Lessee the date the new rate is effective.

14. REMOVAL OF EQUIPMENT: On termination of this lease, the LESSEE shall remove its equipment from the leased premises, promising to repair any damages done to the property of the LESSOR in the course of said removal and shall restore the leased premises to its original condition. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the equipment is completed. If LESSEE has not removed its equipment within thirty (30) days following the termination of the lease, LESSOR shall be entitled to remove the equipment and LESSEE shall pay LESSOR'S costs of removal.

15. DEFAULT. It is a "Default" if either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice.

16. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may cancel this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the State of Nebraska.

17. CANCELLATION: Either party may cancel this lease by notifying the other in writing, at least thirty (30) days prior to cancellation.

18. TERMINATION: In addition to termination at the expiration of the five-year term as discussed in Paragraph 1, either party may terminate this agreement at any time, with or without cause, by notifying the other in writing, at least ninety (90) days prior to termination.

19. CHOICE OF LAW: This lease shall be construed and interpreted according to the laws of the State of Nebraska.

20. SEVERABILITY: If any promise, condition, or covenant of this lease shall be declared invalid by any competent tribunal having jurisdiction, then the remaining promises, conditions, and covenants of this lease agreement shall be unaffected and shall be in full force and effect.

21. NOTICES: Any communications between the parties shall be given or made by mailing the same to LESSEE at P.O. BOX 1059 McCook, NE 69001, or to LESSOR at McCook Public Power District, P.O. Box 1147, McCook, NE 69001, or to such other addresses as either party may subsequently designate in writing.

22. AMENDMENTS: To be effective, any change, amendment, or supplementation to this agreement shall be reduced to writing and executed by the parties.

23. PRIOR AGREEMENTS: The execution of this lease agreement shall revoke and/or supersede any prior agreements between the parties with regard to lease of tower space.

24. BINDING EFFECT: This lease agreement shall benefit and bind the parties and their respective heirs, devisees, personal representatives, assignees, delegates, or successors.

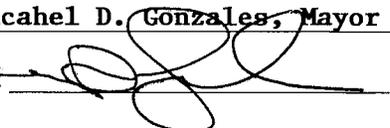
25. ENTIRE AGREEMENT: The promises, conditions and covenants contained in this lease agreement constitute the entire agreement between the parties concerning the subject matter of this agreement and supersede any previous agreements, whether written or oral, between the parties concerning the subject matter of this agreement.

This "Lease of Rack Space" is executed by the parties in duplicate originals the 1st day of September, 2019.

LESSOR: McCook Public Power District

LESSEE: City of McCook

  
\_\_\_\_\_

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

By: Clint Bethell, General Manager

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

Date: July 27 2019

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

**LESSEE CONTACT INFORMATION**

**NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**NAME** City of McCook - Nathan A. Schneider, City manager

**ADDRESS** 505 West "C" Street - PO Box 1059 - McCook NE 69001-1059

**PHONE** 308-345-2022

**CITY MANAGER'S REPORT  
OCTOBER 19, 2020 CITY COUNCIL MEETING**

---

**ITEM:** 5.F.

**RECOMMENDATION:**

Ratify the Mayor's appointments to the:

- Planning Commission - reappoint Matt Davidson, Kurt Vosburg, and Jesse Stevens - terms expire September 2023;
  - Senior Citizens Advisory Board - reappoint Mary Keslin - term expires September 2023.
- 

**BACKGROUND:**

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

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

October 15, 2020

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

October 15, 2020

## PLANNING COMMISSION

RON FRIEHE

1 Spyglass  
Appointed - July 2019  
Term Expires - September 2022 (Replaced Adam Wolford)  
(Extra Territorial Representative)

340-5007  
[drfriehe100@yahoo.com](mailto:drfriehe100@yahoo.com)

CAMY BRADLEY

1714 West 2<sup>nd</sup> Street  
Appointed - September 2017 (Replaced Terri Shipshock)  
Reappointed - July 2020  
Term Expires - September 2022

345-4900 (W)  
350-5536 (C)  
[cbradley@netitlegroup.com](mailto:cbradley@netitlegroup.com)

TAMMIE HILKER

512 East 5<sup>th</sup>  
Appointed - September 1995  
Reappointed - April 2020  
Term Expires - September 2022

345-3717 (H)  
340-7861 (C)  
[thilker@alloisp.com](mailto:thilker@alloisp.com)

BRUCE MCDOWELL

904 West 3<sup>rd</sup>  
Appointed - February 2019 (Replaced Garrett Rippen)  
Term Expires - September 2022

345-5439 (H)  
(303) 883-0587 (C)  
[brucemcdowell@q.com](mailto:brucemcdowell@q.com)

MATT DAVIDSON

1505 Centennial  
Appointed - June 2019 (Replaced Don Harpst)  
Reappointed - October 2020  
Term Expires - September 2023

340-1347 (C)  
[matt.davidson@golight.com](mailto:matt.davidson@golight.com)

KURT VOSBURG\*

#13 Wedgewood  
Appointed - November 2005  
Reappointed - October 2020  
Term Expires - September 2023

345-8490 (O)  
340-0005 (H)  
[Kurt.vosburg@nebraska.gov](mailto:Kurt.vosburg@nebraska.gov)

JESSE STEVENS

1606 West 2<sup>nd</sup> Street  
Appointed - September 2012 as Alternate  
Appointed - March 2015 (replaced Lonnie Anderson)  
Reappointed - October 2020  
Term Expires - September 2023

345-5688 (H)  
345-5598 (O)  
340-2932 (C)  
[jesse@hometownfamilyradio.com](mailto:jesse@hometownfamilyradio.com)

CHAD LYONS

1201 West 2<sup>nd</sup> Street  
Appointed - September 2009 (replaced Dan Miller)  
Reappointed - September 2018  
Term Expires - September 2021

345-2140 (H)  
340-9433 (C)  
[cl Lyons@mccookbison.org](mailto:cl Lyons@mccookbison.org)

DALE DUELAND

112 East N  
Appointed - September 1997  
Reappointed - September 2018  
Term Expires - September 2021

340-1666 (C)  
345-6163 (H)  
350-1660 (Cell radio)  
[dmdue@outlook.com](mailto:dmdue@outlook.com)

KATIE GRAHAM - ALTERNATE

1505 Parkway  
Appointed - September 2018 (Replaced Camy Bradley)  
Term Expires - March 2021

737-7592 (C)  
[cat03graham@yahoo.com](mailto:cat03graham@yahoo.com)

\*Denotes Chairperson

October 15, 2020

## SENIOR CITIZENS ADVISORY BOARD

DAN STRAMEL  
PO Box 95

340-8616

Appointed - October 2019 (replaced John Anderson)  
Term Expires - September 2022

ROBERT PANTENBURG  
1405 West Circle Drive

345-6675

Appointed - August 2016 (replaced Joan Dike)  
Term Expires - September 2022

JIM HAMILL  
413 North Cherokee

345-1956

Appointed - March 2011 (replaced Carol Borgman)  
Reappointed - October 2020  
Term Expires - September 2022

SHARON PARDE  
1112 East 5<sup>th</sup> Street

Appointed - November 2011 (replaced Trudy Nelson)  
Reappointed - September 2016  
Term Expires - September 2022

MARY KESLIN

Appointed - September 2017 Replaced Peggy Appleyard  
Reappointed - October 2020  
Term Expires - September 2023

VICKI SYDOW  
803 West "R" Street

Appointed - October 2020 (Replaced Sharon King)  
Term Expires - September 2023

GENE MEINTS  
506 West 4<sup>th</sup> Street

345-2842

Appointed - September 2010 (Replaced Ken Martin)  
Reappointed September 2017  
Term Expires - September 2020

\*Denotes Chairman  
3 yr. terms

**CITY MANAGERS REPORT  
OCTOBER 19, 2020 CITY COUNCIL MEETING**

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**ITEM: 5.G.**

**RECOMMENDATION:**

**Award the bid for the purchase of two radio consoles to be used by the McCook Police Department Communications Center to RUSSBASSETT CORPORATION for \$47,118.84 that being the lowest responsible bid.**

---

**BACKGROUND:**

**The dispatch center at the McCook Police Department is aged and in need of replacement. New dispatch furniture will serve the department's needs for many years.**

**Bids were received by RUSSBASSETT Corporation for \$47,118.84 and WATSON CONSOLES for \$51,282.13.**

**Funding for the furniture is available through existing surcharge funds and will not require the use of any general fund dollars.**

**FISCAL  
IMPACT:**

**NONE. Funding will be from existing surcharge funds.**

**APPROVALS:**

  
\_\_\_\_\_  
Joel L. Smith, Chief of Police

10-16-20  
Date

  
\_\_\_\_\_  
Nate Schneider, City Manager

10-16-2020  
Date

**CITY MANAGER'S REPORT  
OCTOBER 19, 2020 CITY COUNCIL MEETING**

---

**ITEM: 5.H.**

**RECOMMENDATION:**

**AUTHORIZE PINPOINT COMMUNICATIONS TO OCCUPY CITY RIGHT OF WAY FOR THE INSTALLATION OF A COMMUNICATIONS CABINET IN THE NORTHEAST CORNER OF 411 EAST 4<sup>TH</sup> STREET AND AUTHORIZE THE MAYOR TO SIGN THE APPLICATION TO OCCUPY RIGHT OF WAY.**

---

**BACKGROUND:**

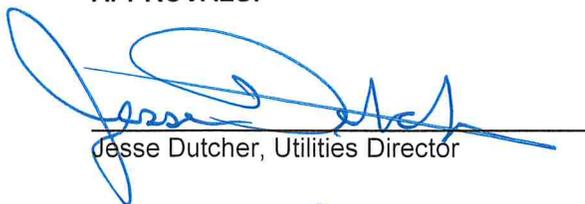
Pinpoint Communications is asking permission to occupy City of McCook Right of Way to install a communications cabinet. The height of this cabinet will be approximately 40 inches.

This cabinet will allow for access to fiber optic cable to residences in the area. This permit is only for City owned ROW. Pinpoint Communications will also be responsible for obtaining permissions from all other property owners whose property will be utilized for this project. On Friday October 16<sup>th</sup> Pinpoint Communications did visit with and gained permission of the adjacent property owner for this project.

Pinpoint Communications has attached an aerial map and drawings to identify the location. A \$2,500.00 performance guarantee has also been requested.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

  
\_\_\_\_\_  
Jesse Dutcher, Utilities Director

October 13, 2020

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

October 13, 2020

  
\_\_\_\_\_  
Nate Schneider, City Manager

October 13, 2020



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

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 09/18/2020  
ADDRESS: 611 Patterson Street Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 10/01/2020 FINISH DATE: \_\_\_\_\_

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

<b>Type: (circle)</b> Over-Cross Under-Cross <input checked="" type="checkbox"/> Occupy Miscellaneous	<b>With a: (circle)</b> Water Line Sewer Line Gas Line Telephone Line (Underground Aerial)	Tree Trimming/Removal Grading <input checked="" type="checkbox"/> Other - Cabinet on pad Electric Line (Underground Aerial)
-------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------

Location: Beginning 150 feet (East) (East West North South) of Intersection East E St / E 4th St  
\_\_\_\_\_ and ending (East West North South) \_\_\_\_\_ feet of Intersection \_\_\_\_\_

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

**Performance Guarantee: (Make Payable to City of McCook)**

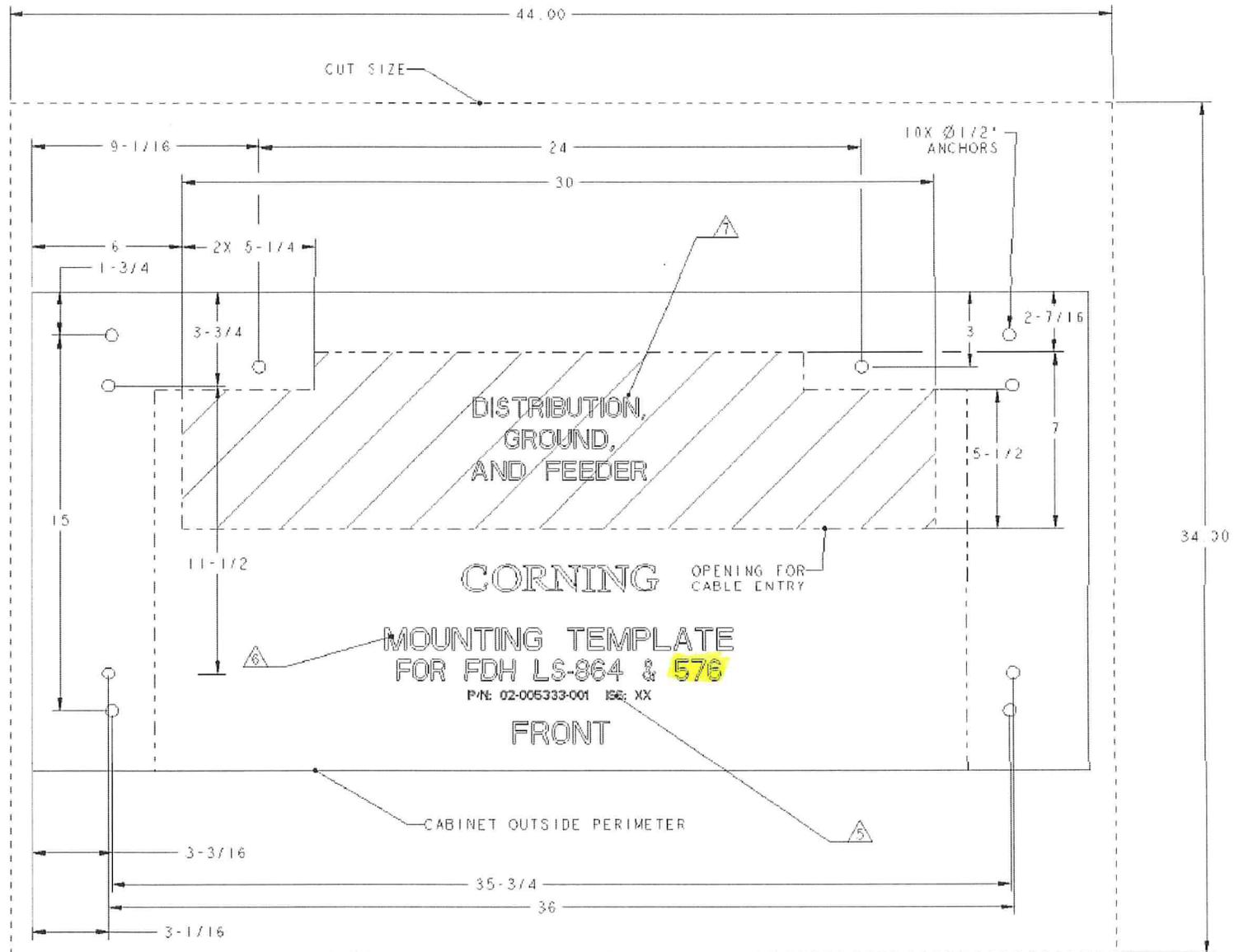
Amount: \$ 2,500.00 Check No. 5413 Soc. Sec. No. Or FID No. 91-1800652  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

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

Renee A. Hottel for Pinpoint Communications, Inc. 09/17/2020  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

Note: All dimensions are in inches unless otherwise specified



# McCook PON Location 1

East 4th St/ East E St  
NE Corner of 411 E 4th Street

East 4th  
Street

East E Street

East 5th  
Street

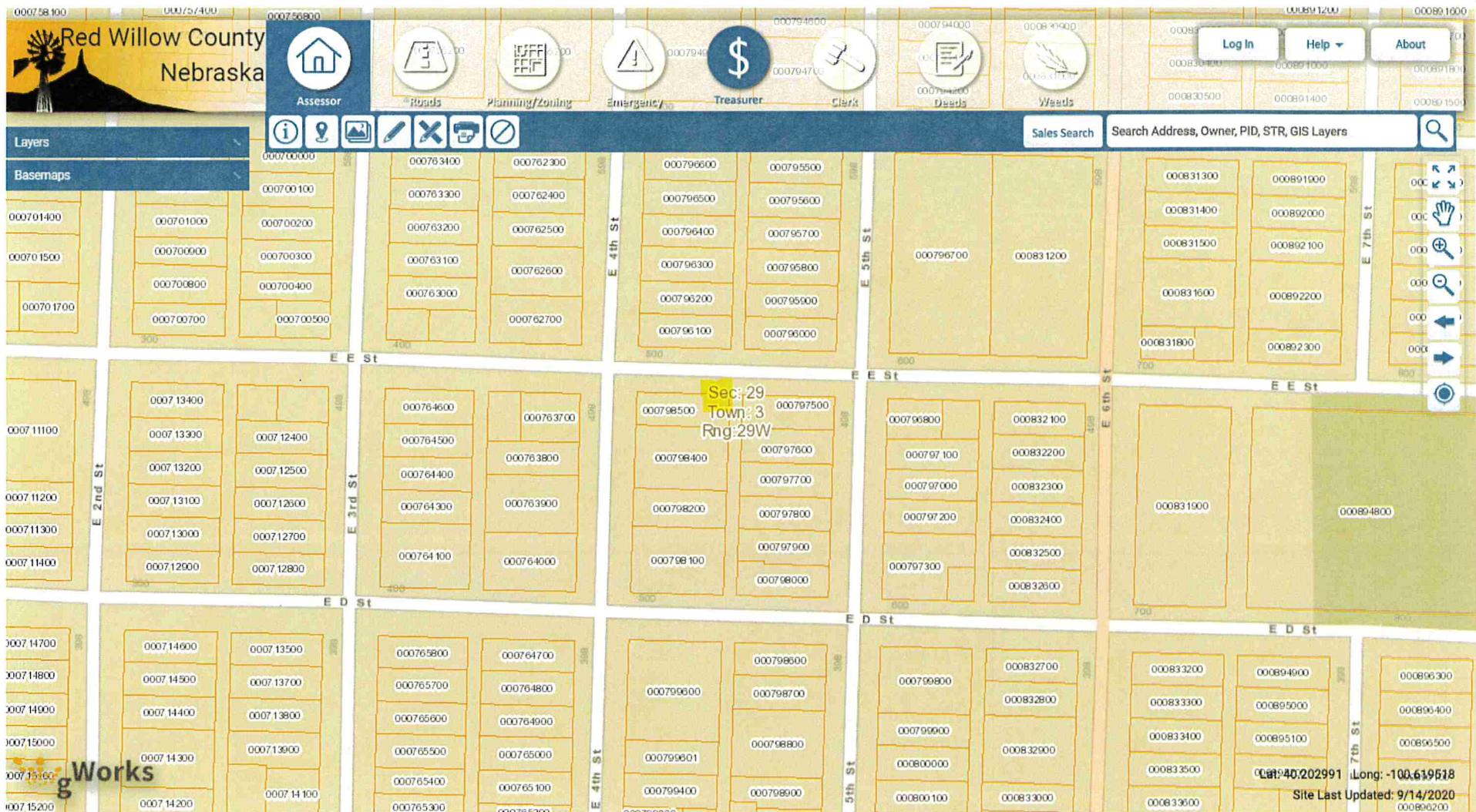
X

Google Earth

© 2020 Google







PON LOCATION 1

NE CORNER OF 411 E 4<sup>TH</sup> ST

SECTION 29

TOWNSHIP 3N

RANGE 29W

**CITY MANAGER'S REPORT  
OCTOBER 19, 2020 CITY COUNCIL MEETING**

---

**ITEM:**            5.I.

**RECOMMENDATION:**

**AUTHORIZE PINPOINT COMMUNICATIONS TO OCCUPY CITY RIGHT OF WAY FOR THE INSTALLATION OF A COMMUNICATIONS CABINET JUST EAST OF THE NORTHEAST CORNER OF 101 PARK AVENUE ON CITY OWNED PROPERTY AND AUTHORIZE THE MAYOR TO SIGN THE APPLICATION TO OCCUPY RIGHT OF WAY.**

---

**BACKGROUND:**

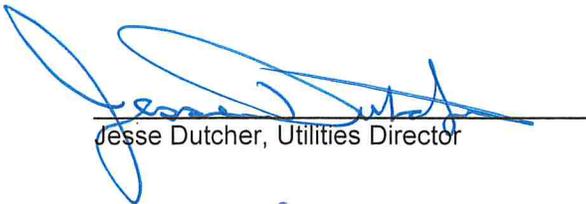
Pinpoint Communications is asking permission to occupy City of McCook Right of Way to install a communications cabinet. The height of this cabinet will be approximately 40 inches.

This cabinet will allow for access to fiber optic cable to residences in the area. This permit is only for City owned ROW. Pinpoint Communications will also be responsible for obtaining permissions from all other property owners whose property will be utilized for this project.

Pinpoint Communications has attached an aerial map and drawings to identify the location. A \$2,500.00 performance guarantee has also been requested.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

  
\_\_\_\_\_  
Jesse Dutcher, Utilities Director

October 13, 2020

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

October 13, 2020

  
\_\_\_\_\_  
Nate Schneider, City Manager

October 13, 2020



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

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 09/18/2020  
ADDRESS: 611 Patterson Street Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 10/01/2020 FINISH DATE: \_\_\_\_\_

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

<b>Type: (circle)</b> Over-Cross Under-Cross <input checked="" type="checkbox"/> Occupy Miscellaneous	<b>With a: (circle)</b> Water Line Sewer Line Gas Line Telephone Line (Underground Aerial)	Tree Trimming/Removal Grading <input checked="" type="checkbox"/> Other - Cabinet on pad Electric Line (Underground Aerial)
-------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------

Location: Beginning 165 feet (East West North South) of Intersection Park Ave / Kelley Park Dr  
and ending (East West North South) \_\_\_\_\_ feet of Intersection \_\_\_\_\_

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

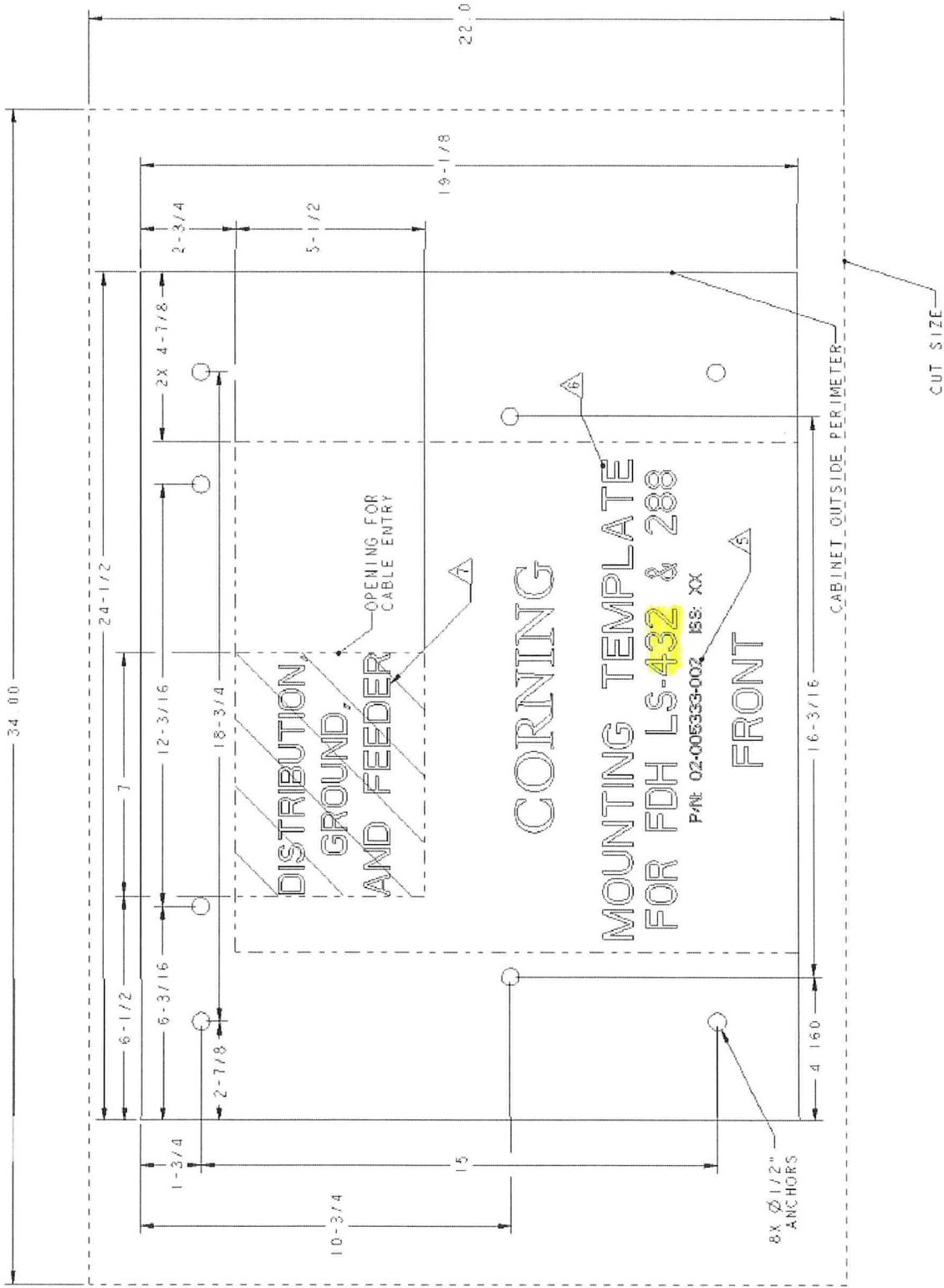
**Performance Guarantee: (Make Payable to City of McCook)**  
Amount: \$ 2,500.00 Check No. 5415 Soc. Sec. No. Or FID No. 91-1800652  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

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

Renee A. Helge for Pinpoint Communications Inc 09/17/2020  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

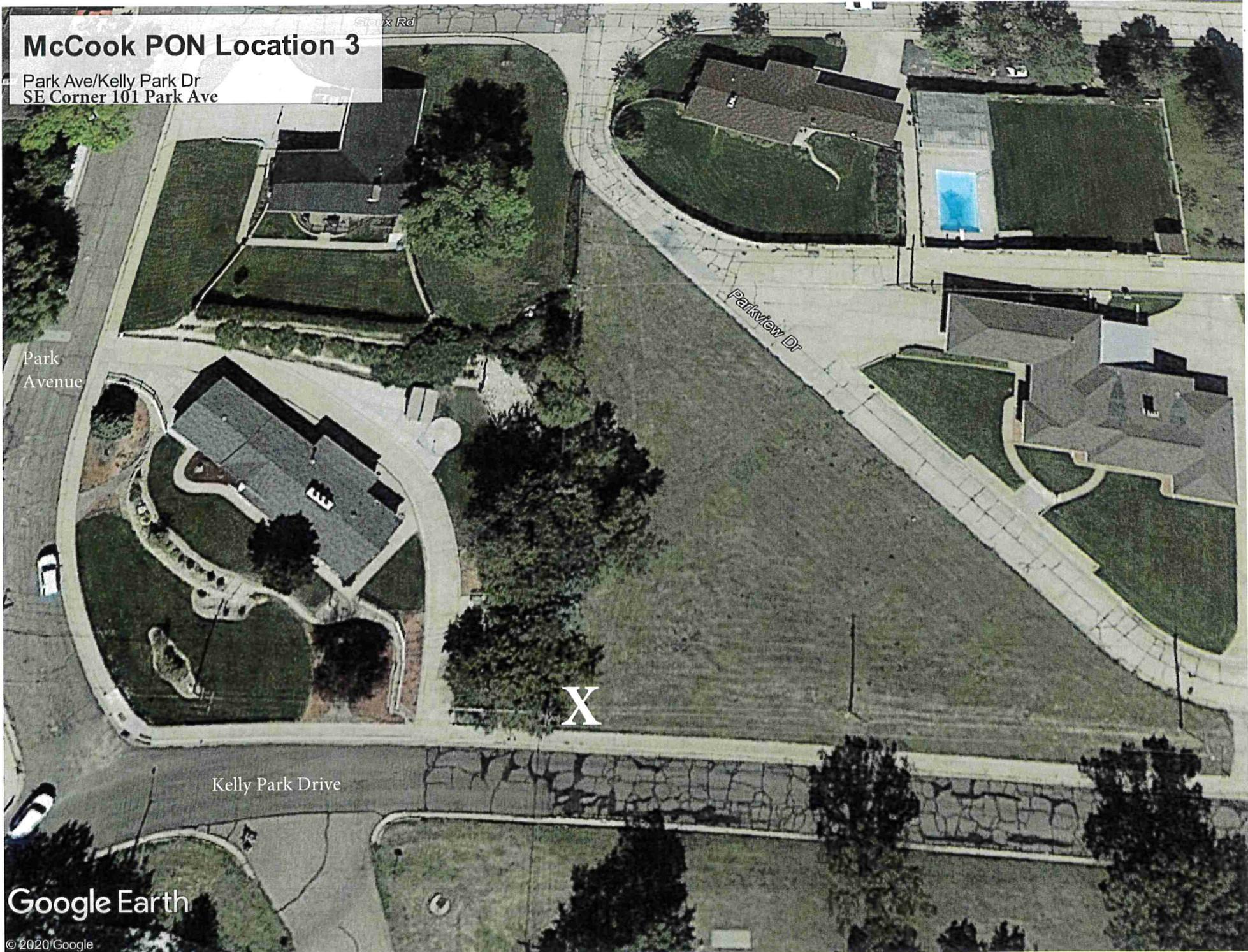
Note: All dimensions are in inches unless otherwise specified



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# McCook PON Location 3

Park Ave/Kelly Park Dr  
SE Corner 101 Park Ave



Park Avenue

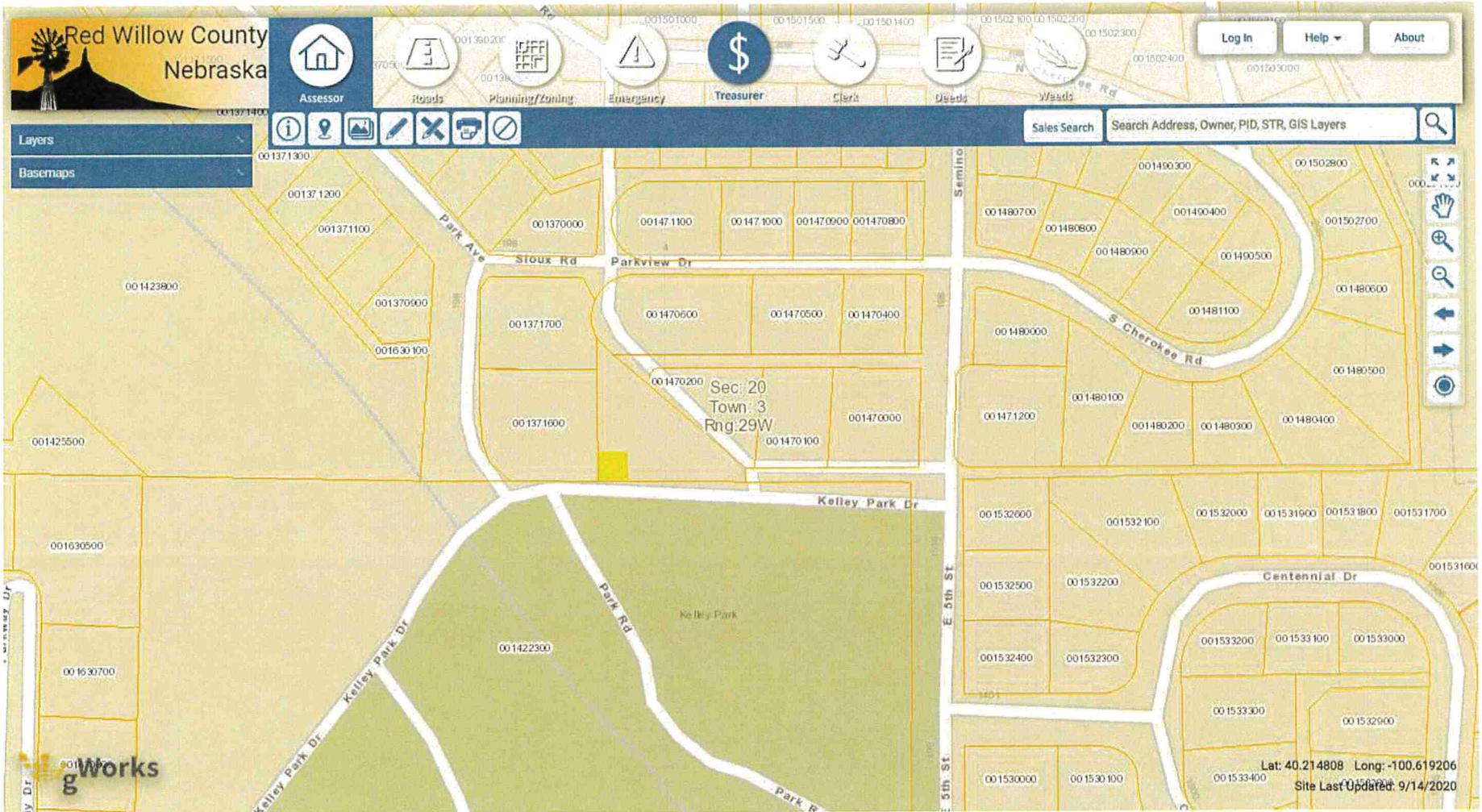
Kelly Park Drive

X

Google Earth

© 2020 Google





PON LOCATION 3

SE CORNER 101 PARK AVE

SECTION 20

TOWNSHIP 3N

RANGE 29W

**CITY MANAGER'S REPORT  
OCTOBER 19, 2020 CITY COUNCIL MEETING**

---

**ITEM:**        5.J.

**RECOMMENDATION:**

**AUTHORIZE PINPOINT COMMUNICATIONS TO OCCUPY CITY RIGHT OF WAY FOR THE INSTALLATION OF UNDERGROUND COMMUNICATIONS CABLE IN THE ALLEY SOUTH OF "B" STREET, BETWEEN EAST 4<sup>TH</sup> STREET AND EAST 5<sup>TH</sup> STREET AND AUTHORIZE THE MAYOR TO SIGN THE APPLICATION TO OCCUPY RIGHT OF WAY.**

---

**BACKGROUND:**

Pinpoint Communications is asking permission to occupy City of McCook Right of Way to install underground communications cable. This cable will be installed in the alley south of "B" Street, between East 4<sup>th</sup> Street and East 5<sup>th</sup> Street.

This will allow for access to fiber optic cable to property owners in the area. This permit is only for City owned ROW. Pinpoint Communications will also be responsible for obtaining permissions from all other property owners whose property will be utilized for this project.

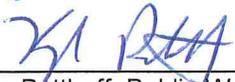
Pinpoint Communications has attached an aerial map and drawings to identify the location. A \$2,500.00 performance guarantee has also been requested.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

  
\_\_\_\_\_  
Jesse Dutcher, Utilities Director

October 13, 2020

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

October 13, 2020

  
\_\_\_\_\_  
Nate Schneider, City Manager

October 13, 2020



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

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Pinpoint Communications, Inc. DATE: 09/18/2020  
ADDRESS: 611 Patterson Street Cambridge, NE 69022 PHONE: 308-697-3375  
FAX: 308-697-3631 START DATE: 10/01/2020 FINISH DATE: \_\_\_\_\_

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

<b>Type: (circle)</b> Over-Cross Under-Cross <input checked="" type="checkbox"/> Occupy Miscellaneous	<b>With a: (circle)</b> Water Line Sewer Line Gas Line <input checked="" type="checkbox"/> Telephone Line <input checked="" type="checkbox"/> (Underground) Aerial	Tree Trimming/Removal Grading Other Electric Line (Underground Aerial)
-------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------

**Location:** Beginning 10 feet (East West North South) of Intersection B St / Alley between East 4th & E 5th and ending (East West North South) 51 feet of Intersection B St / Alley between East 4th & E 5th.

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

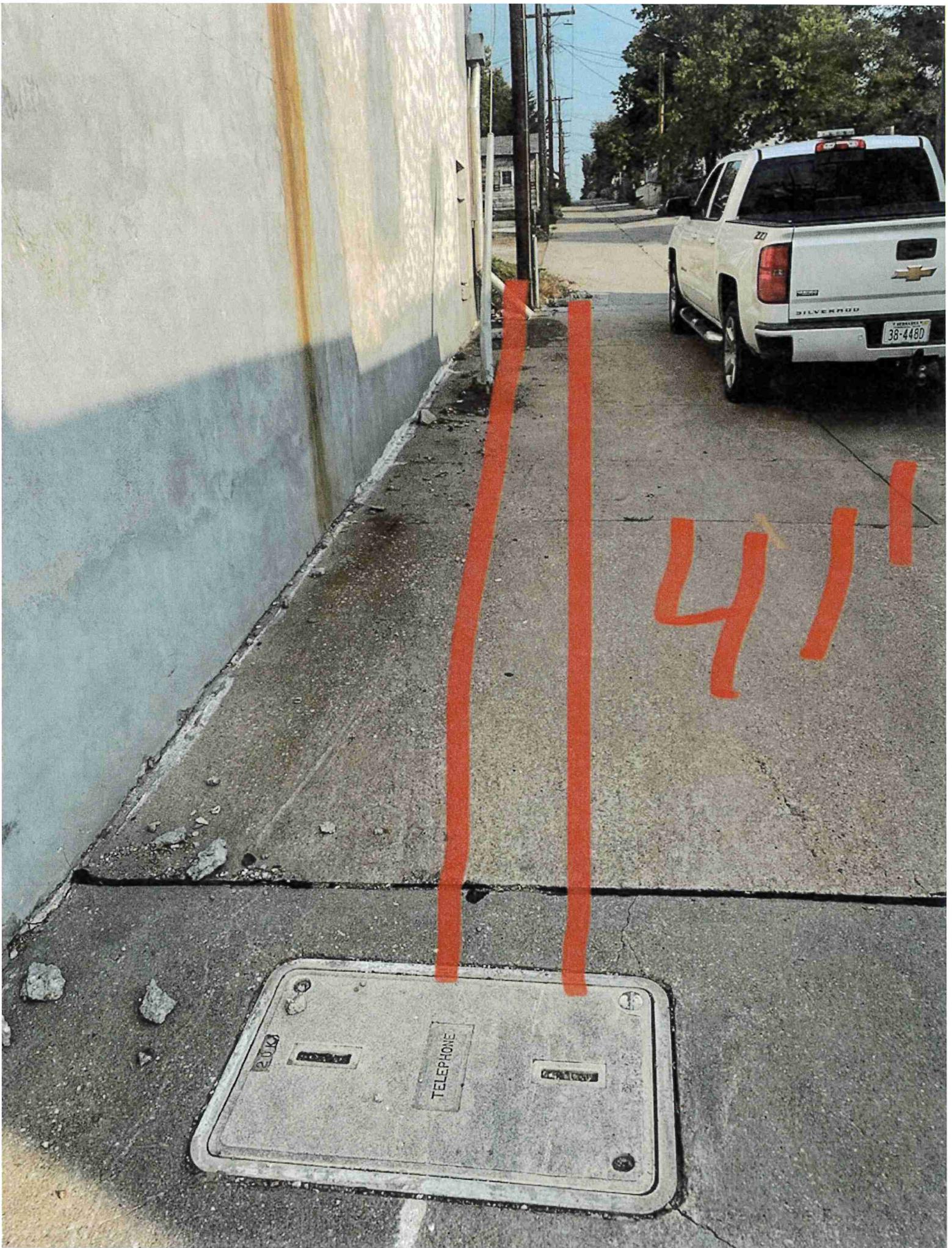
**Performance Guarantee: (Make Payable to City of McCook)**

Amount: \$ 2,500.00 Check No. 5416 Soc. Sec. No. Or FID No. 91-1800652  
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

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

*Renee A. Holtz* for Pinpoint Communications INC 09/17/2020  
Applicant's Signature

Recommended By \_\_\_\_\_ Date \_\_\_\_\_ Director of Public Works Approval \_\_\_\_\_

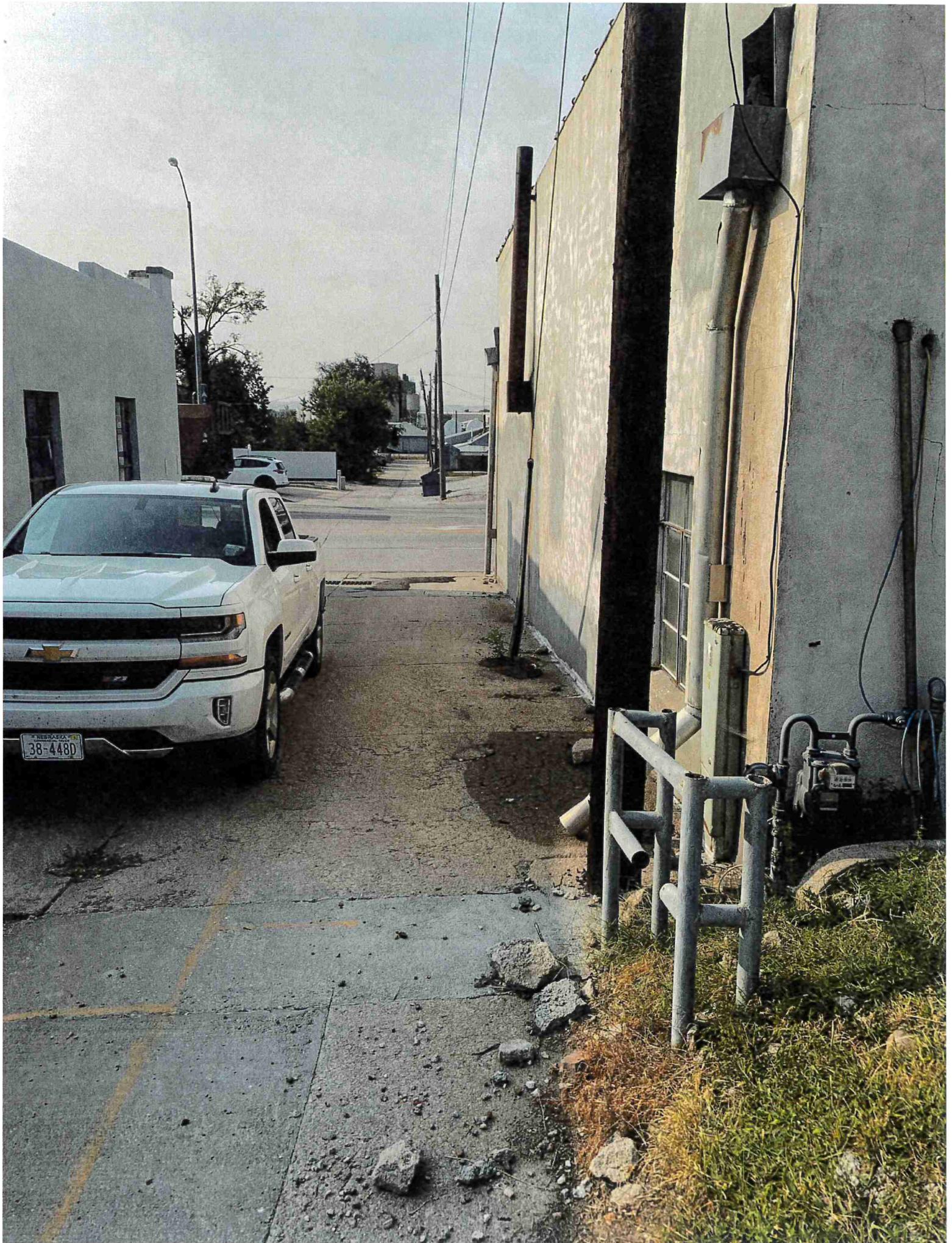


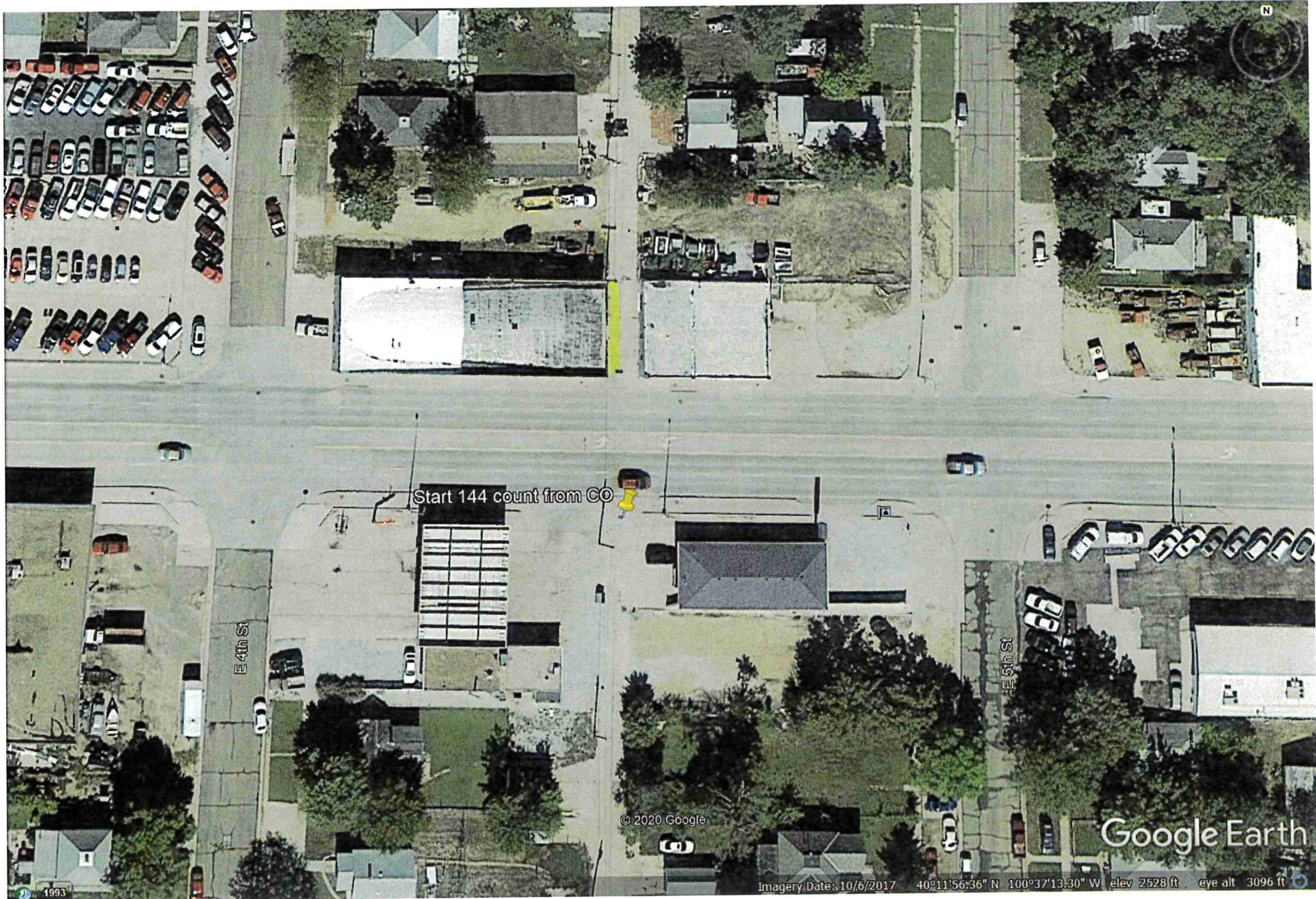
Two vertical orange lines drawn on the sidewalk, extending from the manhole cover towards the background.

411

TELEPHONE

SILVERADO  
38-448D





Start 144 count from CO

E 4th St

E 5th St

© 2020 Google

Google Earth

Imagery Date: 10/6/2017 40°11'56.36" N 100°37'13.30" W elev 2528 ft eye alt 3096 ft

1993



Assessor



Roads



Planning/Zoning



Emergency



Treasurer



Clerk



Deeds

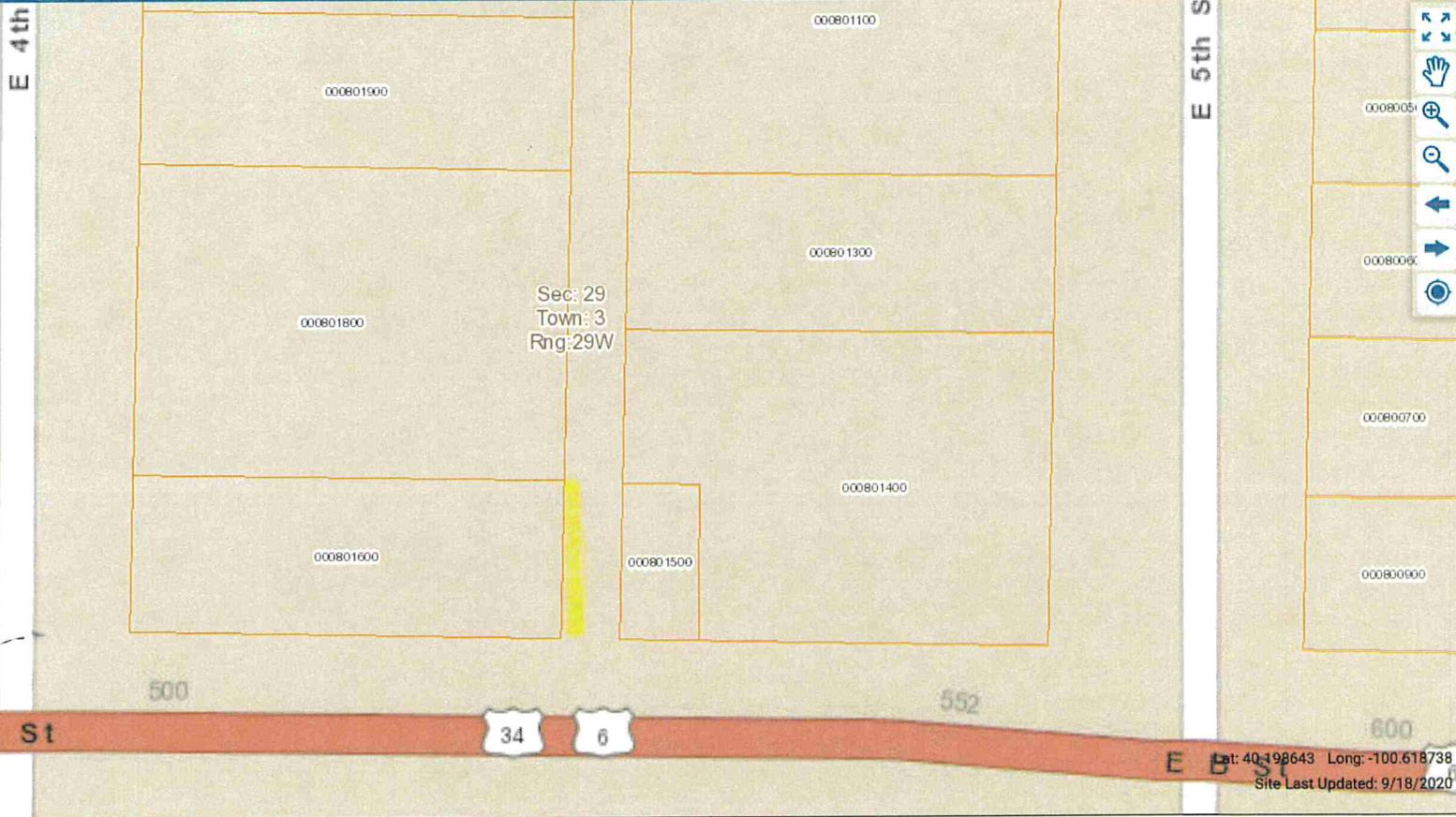


Weeds

- Layers
- Basemaps



Sales Search Search Address, Owner, PID, STR, GIS Layers



**CITY MANAGER'S REPORT  
OCTOBER 19, 2020 CITY COUNCIL MEETING**

**ITEM: 6.A.** Determine a date and time to hold a capital improvement strategic planning meeting.

---

**BACKGROUND:**

During this past budget season, the McCook City Council emphasized its desire to hold discussions regarding desired capital improvements. Some of the capital improvements that have been discussed in the past include: a swimming pool rehabilitation project or a new swimming pool, an athletic facility project, and an upgrade to the auditorium. At the last council meeting, Mayor Gonzales asked that we include an agenda item setting a date and time for a capital improvement strategic planning meeting. The strategic planning meeting would be a community wide meeting and the public is encouraged to attend.

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

October 15, 2020

  
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Nathan A. Schneider, City Manager

October 15, 2020