

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, October 18, 2021
5:30 PM - City Council Chambers

Call to Order and Roll Call.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
 - A. Public Hearing - regarding the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook, said property legally described as Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska (ie. Red Willow County, Nebraska Parcel ID's 001295200 and 001295300) and land located in Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 000289901, 000289904, and 000289905).
 1. Adjourn the Public Hearing.
 - B. Public Hearing - Regarding the implementation of a Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.
 1. Adjourn the Public Hearing.
 - C. Public Hearing - Regarding the implementation of an Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.
 1. Adjourn the Public Hearing.
3. Amendments to the Redevelopment Area #3, North Pointe Redevelopment Plan, and Quillan Courts Redevelopment Plan.
 - A. Meeting of the Community Development Agency - recess as City Council and convene meeting.
 1. Call to Order and Roll Call.
 2. Open Meetings Act Announcement.
 3. Adopt Resolution No. CDA 2021-03 recommending approval of an amendment to Redevelopment Area #3 for the City of McCook, Nebraska, to the City Council of the City of McCook, Nebraska to add additional property to the Redevelopment Area.

4. Adopt Resolution No. CDA 2021-04 recommending approval of a Redevelopment Plan for the North Pointe Redevelopment Project to the McCook City Council and adopt a Cost Benefit Analysis for the Redevelopment Project in the Redevelopment Plan.
5. Adopt Resolution No. CDA 2021-05 recommending approval of an Amendment to the Quillan Court Redevelopment Plan to the McCook City Council and adopt a cost benefit analysis for the Redevelopment Project in the Redevelopment Plan Amendment.
6. Recess as a Community Development Agency.
- B. Adopt Resolution No. 2021-21 approving an amendment to Redevelopment Area #3 for the City of McCook, Nebraska, adding additional property to Redevelopment Area #3.
- C. Adopt Resolution No. 2021-22 approving a Redevelopment Plan for the North Pointe Redevelopment Project.
- D. Adopt Resolution No. 2021-23 approving an amendment to the Quillan Court Redevelopment Plan - MEDC Infill Housing Project.
 1. Recess as a City Council.
- E. Adopt Resolution No. CDA 2021-06 approving the Redevelopment Agreement between the City of McCook/CDA and McCook Economic Development Corporation.
 1. Adjourn the McCook Community Development Agency.
- F. Adopt Resolution No. 2021-24 approving the Redevelopment Agreement between the City of McCook/CDA and the McCook Economic Development Corporation for the MEDC Infill Housing Project.
4. Consent Agenda.
 - A. Approve the minutes of the October 4, 2021 regular City Council meeting.
 - B. Receive and file the minutes of the October 11, 2021 Planning Commission meeting.
5. Regular Agenda.
 - A. Approve the applications for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for the Nebraska Community Foundation Annual meeting at the Graff Building, 416 Norris Avenue; Acme Printing Company, 210 Norris Avenue; the Keystone Business Center - 6th Floor, 402 Norris Avenue; the Keystone Business Center - 2nd Floor, 402 Norris Avenue; and the Morrison Building - 2nd Floor, 303 Norris Avenue; on November 18, 2021 from 3:00 P.M. to 11:00 P.M.
 - B. Receive and file a presentation from City Attorney, Nathaniel Mustion, regarding the creation of a land bank, specifically reviewing a proposed Interlocal Agreement Establishing the Southwest Nebraska Municipal Land Bank.
 - C. Consider Ordinance No. 2021-3028 amending Section 33.03 of the City of McCook Code of Ordinances relating to Proposed Budget Statements, revising hearing procedures, and to harmonize with state law.
 1. Chairperson asks Clerk to read Ordinance No. 2021-3028 by title.

2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
 3. Final passage of Ordinance No. 2021-3028.
 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
- D. Consider Ordinance No. 2021-3029 amending Section 50.02 of the City of McCook Code of Ordinances relating to the discontinuance of City of McCook Utility Service, and to harmonize with state law.
1. Chairperson asks Clerk to read Ordinance No. 2021-3029 by title.
 2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
 3. Final passage of Ordinance No. 2021-3029.
 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
- E. Consider Ordinance No. 2021-3030 repealing Section 111.02 of the City of McCook Code of Ordinances, relating to Liquor License Application Procedures; to harmonize with state law.
1. Chairperson asks Clerk to read Ordinance No. 2021-3030 by title.
 2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
 3. Final passage of Ordinance No. 2021-3030.
 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
- F. Consider Ordinance No. 2021-3031 amending Section 31.16 of the City of McCook Code of Ordinances, relating to public meetings and publicized notice of meetings, to harmonize with state law.
1. Chairperson asks Clerk to read Ordinance No. 2021-3031 by title.
 2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
 3. Final passage of Ordinance No. 2021-3031.
 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
- G. Council Comments.
- Adjournment.

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 2.A Public Hearing - Regarding the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook, said property legally described as Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 001295200 and 001295300) and land located in Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 000289901, 000289904, and 000289905).

ITEM NO. ___ Public Hearing - Regarding a Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

ITEM NO. ___ Public Hearing - Regarding the implementation of an Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.

BACKGROUND:

There are three items before the McCook City Council for consideration: 1) Amendment to Redevelopment Area #3 of the City of McCook, Nebraska; 2) Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska; and 3) Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.

1) Amendment to Redevelopment Area #3 of the City of McCook, Nebraska.

The McCook Economic Development Corporation owns two parcels of property that are adjacent to Redevelopment Area #3. MEDC would like to extend Redevelopment Area #3 to include the two parcels of land. The first parcel of property is located adjacent to East 11th Street, just south and west of the Kelley Creek Apartments. The second parcel of property is located adjacent to West 7th Street and is located on the east side of the Clary Subdivision. A map illustrating the exact location of the two areas is included with these materials. Under the Nebraska Community Development Law (the "Act"), land cannot be added to an existing community redevelopment area unless (1) the additional land is declared blighted or substandard within the meaning of the Act or (2) the additional land is reasonably necessary to accomplish the implementation of the existing redevelopment plan. This second prong was added as an allowable modification as a result of a Nebraska Supreme Court decision, *Fitzke v. City of Hastings*, 255 Neb. 46, 61 (1998). The proposed amendment incorporates both prongs of the test.

With respect to the land located adjacent to East 11th, the larger parcel is landlocked (Parcel ID 001295200) and can only be developed through the use of current city right of way (Parcel ID 001295300). A breakdown of the blight related deficiencies for the land located adjacent to East 11th are included in the Amendment to Redevelopment Area #3 starting on page 6. Additionally, applying the Fitzke test to the property adjacent to East 11th Street, the property at issue cannot be properly developed but for including the area in Redevelopment Area #3. The land would be suitable for residential development, however, such development is stymied by the fact that it was not originally included in Redevelopment Area #3. The property should have been included in Redevelopment Area #3 in order to accomplish the goals of the existing redevelopment area.

EXHIBIT #1

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With respect to the land located adjacent to West 7th Street, all three lots proposed to be blighted touch West 7th Street. Under the first prong of the redevelopment test, without a blight designation, there will continue to be a defective or inadequate street layout. Over the past few years, action has been taken to develop Clary Subdivision. In order to properly develop the land located within Clary Subdivision, there must be street access to West 7th Street. This must occur to assure there is proper ingress and egress for safety vehicles and solid refuse vehicles. The lack of West 7th Street ingress and egress could endanger life or property due to fire or other safety hazards. Additionally, under the Fitzke test, adding the three lots adjacent to West 7th Street is reasonably necessary to accomplish the implementation of the existing redevelopment plan. The Clary Subdivision area has seen an up-tick in residential development over the course of the last five years. In order to continue with necessary residential development projects, the three parcels at issue need to be added to Redevelopment Area #3 in order to provide proper infrastructure to continue needed community development.

2) Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

In 2013, a Redevelopment Plan was passed by the City of McCook which paved the way for the use of Tax Increment Financing (TIF) for the first phase of the North Pointe Project. As a result of the Plan, six residential properties were built in the Clary Subdivision. The properties are all located north of West R Street. There are similar plans for residential construction north of the first phase. In order to use TIF on any future redevelopment projects in this area, a second Redevelopment Plan is necessary. The purpose of the newly proposed Redevelopment Plan is to identify specific property within the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions. The Project Site is currently vacant and requires substantial public infrastructure improvements to be developable. Due to the lack of public infrastructure, the Developer (ie. MEDC) has been unable to attract a builder or developer to undertake any residential development on the Project Site. At a minimum, public water, sanitary sewer, and streets must be extended to the Project Site. In accordance with the Nebraska Community Development Act, the City of McCook has reviewed MEDC's request in conjunction with the statutory criteria required to proceed with a redevelopment project (see Exhibit "B" - Statutory Elements). Based on the City's review, the approval of this Redevelopment Plan will not have negative consequences for the area at issue. As part of the Redevelopment Plan, a cost-benefit analysis has been conducted. The projection contained within the analysis is a rough estimate and an amendment to the Redevelopment Plan may be necessary as project discussions continue. MEDC has visioned a residential construction project that would yield 25 new residences within the Clary Subdivision. Assuming a valuation of \$200,000 for each of the 25 homes, the projected final valuation for the Project would be approximately \$5,069,543. The current valuation of the land at issue is \$69,543. The projected tax increment base is \$5,000,000. At the estimated tax levy of 1.922795, the projected annual tax shift is \$96,140. These funds would be available to pay down the qualifying expenses included in a Tax Increment Financing Bond. Some of the qualifying expenses include streets, water, and sewer projects.

3) Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.

In 2015, a Redevelopment Plan was passed by the City of McCook which paved the way for the use of TIF for the Quillan Court Project. As a result of the Plan, 16 new housing units were built in the Clary Subdivision. An area in the southwest portion of the Quillan Courts project was not utilized for the building project at the time. Since 2015, the MEDC has split the

lot into two lots. MEDC would like to construct two residential properties, one on each lot. In order to assist with the project, TIF can be used. The proposed Amendment to the Quillan Court Redevelopment Plan contemplates separating the previously constructed project from the newly proposed project. As was mentioned with respect to the North Pointe Redevelopment Plan, the City of McCook has reviewed the Plan in conjunction with the statutory elements found within the Nebraska Community Development Act. Staff believes the project can occur without negatively impacting the surrounding neighborhood. Additionally, a cost-benefit analysis has been completed in order to determine whether the Redevelopment Plan would generate funds to satisfy a TIF Bond. The current valuation of the property at issue is \$11,421. It is estimated that the projected completed project assessed valuation will be \$236,172, for a projected tax increment base of \$224,751. At the current tax levy, the annual projected tax shift would be \$4,322 annually that could be used to pay toward the bond. There is \$42,957 of TIF eligible expenditures that could be offset by the annual tax payments.

At the October 11, 2021 McCook Planning Commission meeting, the Planning Commission unanimously voted to recommend approval al all three items to the McCook City Council.

APPROVALS:

prepared by

October 14, 2021

Nathan A. Schneider, City Manager

Lea Ann Doak

October 14, 2021

Lea Ann Doak, City Clerk

NOTICE OF PUBLIC HEARING

Public notice is hereby given by the Mayor and City Council of three public hearings that will be held at 5:30 P.M. on Monday, October 18, 2021, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, 505 West "C" Street, McCook, NE 69001.

1. The purpose of one hearing is to obtain public comment prior to the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook. The property that is the subject of this notice and of the public hearings generally consists of:

- (a) the East 11th Street right of way adjacent to the existing Redevelopment Area #3 and the property owned by the City of McCook and the McCook Economic Development Corporation near said section of East 11th Street, in the City of McCook, Nebraska (Parcel IDs 001295200 and 001295300) and legally described as follows:

Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska.

- (b) the West 7th Street right of way between "Q" Street and Spruce Street and the two parcels located between West 7th Street and the existing Redevelopment Area #3, in the City of McCook, Nebraska (Parcel IDs 000289901 and 000289904) and legally described as follows:

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

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

And

Referring to the NW corner of Block 10, Egan Park Addition to the City of McCook, thence westerly 66.24 feet to a point on the west right-of-way line of Seventh Street West which is the Point of Beginning.

EXHIBIT #2

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Thence N00°27'00"W along the west right-of-way line of Seventh Street West a distance of 602.74 feet to the beginning of a curve;

Thence northeasterly along a curved line which is the west right-of-way of Seventh Street West having a radius of 1465.40 feet, through a central angle of 9°20'00" a distance of 238.71 feet to a point;

Thence N08°52'00"E along the west right-of-way line of Seventh Street West a distance of 98.7 feet to a point on the south line of Henton's Second Addition which is 10.03 feet southwesterly of the SE corner of Lot 5, Block 1;

Thence N85°33'00"W along the south line of Henton's Second Addition to the NE corner of Clary Subdivision a distance of 116.8 feet to a point;

Thence S00°27'00"E along the east line of Clary Subdivision a distance of 933.4 feet to the SE corner of Clary Subdivision;

Thence S85°33'00"E a distance of 81.2 feet to the Point of Beginning in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska,

EXCEPT

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

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

2. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, which would remove one parcel from the Quillan Courts Redevelopment Area and create a new specific redevelopment project on said parcel. The property that is the subject of this notice and of the public hearings is generally located at the corner of West 7th Street and West "R" Street and is identified as Parcel ID 001002100 in the City of McCook, Nebraska and legally described as follows:

Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

3. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, including a

specific redevelopment project. The property that is the subject of this notice and of the public hearings is a portion of Parcel ID 001002000 generally located near West 7th Street and West "R" Street, in the City of McCook, Nebraska and legally described as follows:

Part of Blocks 2 and 3, Original Clary Subdivision, City of McCook, Red Willow County, Nebraska

All interested parties shall be afforded at the public hearings a reasonable opportunity to express their views regarding the subjects of the hearings. A map of the redevelopment area and a copy of the cost-benefit analysis for each proposed project shall be maintained at the office of the City Clerk.

-s- Lea Ann Doak
City Clerk-Treasurer

Publish: October 1 and 8, 2021.

COPIES OF NOTICES MAILED TO:

McCook Community College
President
1205 East 3rd
McCook, NE 69001

Chairman of the Board
Educational Service Unit No 15
344 Main
PO Box 398
Trenton, NE 69044

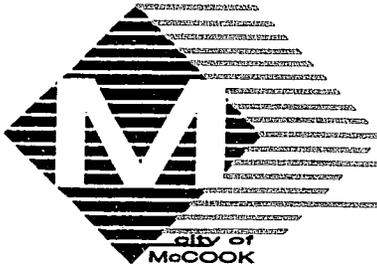
Chairman of the Board
Middle Republican NRD
222 Center Ave
PO Box 47
Curtis, NE 690025-0047

Earl McNutt, Chairman
Red Willow County Commissioners
502 Norris Avenue
McCook, NE 69001

Tom Bredvick, President
McCook School District
600 West 7th
McCook, NE 69001

EXHIBIT #3

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P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461

October 5, 2021

CERTIFIED MAIL
McCook Community College
President
1205 East 3rd
McCook, NE 69001

Re: **NOTICE OF PUBLIC HEARING**

Public notice is hereby given by the Mayor and City Council of three public hearings that will be held at 5:30 P.M. on Monday, October 18, 2021, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, 505 West "C" Street, McCook, NE 69001.

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- (a) the East 11th Street right of way adjacent to the existing Redevelopment Area #3 and the property owned by the City of McCook and the McCook Economic Development Corporation near said section of East 11th Street, in the City of McCook, Nebraska (Parcel IDs 001295200 and 001295300) and legally described as follows:

Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska

- (b) the West 7th Street right of way between "Q" Street and Spruce Street and the two parcels located between West 7th Street and the existing Redevelopment Area #3, in the City of McCook, Nebraska (Parcel IDs 000289901 and 000289904) and legally described as follows:

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

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

And

Referring to the NW corner of Block 10, Egan Park Addition to the City of McCook, thence westerly 66.24 feet to a point on the west right-of-way line of Seventh Street West which is the Point of Beginning.

Thence $N00^{\circ}27'00''W$ along the west right-of-way line of Seventh Street West a distance of 602.74 feet to the beginning of a curve;

Thence northeasterly along a curved line which is the west right-of-way of Seventh Street West having a radius of 1465.40 feet, through a central angle of $9^{\circ}20'00''$ a distance of 238.71 feet to a point;

Thence $N08^{\circ}52'00''E$ along the west right-of-way line of Seventh Street West a distance of 98.7 feet to a point on the south line of Henton's Second Addition which is 10.03 feet southwesterly of the SE corner of Lot 5, Block 1;

Thence $N85^{\circ}33'00''W$ along the south line of Henton's Second Addition to the NE corner of Clary Subdivision a distance of 116.8 feet to a point;

Thence $S00^{\circ}27'00''E$ along the east line of Clary Subdivision a distance of 933.4 feet to the SE corner of Clary Subdivision;

Thence $S85^{\circ}33'00''E$ a distance of 81.2 feet to the Point of Beginning in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska,

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Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

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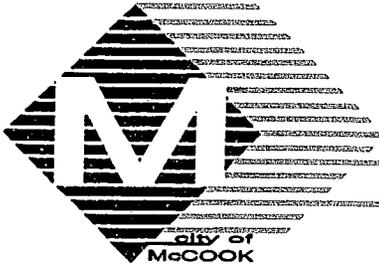
Part of Blocks 2 and 3, Original Clary Subdivision, City of McCook, Red Willow County, Nebraska

All interested parties shall be afforded at the public hearings a reasonable opportunity to express their views regarding the subjects of the hearings. A map of the redevelopment area and a copy of the cost-benefit analysis shall be maintained at the office of the City Clerk.

Respectfully,



Lea Ann Doak
City Clerk-Treasurer



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461

October 5, 2021

CERTIFIED MAIL
Chairman of the Board
Educational Service Unit No 15
344 Main
PO Box 398
Trenton, NE 69044

Re: **NOTICE OF PUBLIC HEARING**

Public notice is hereby given by the Mayor and City Council of three public hearings that will be held at 5:30 P.M. on Monday, October 18, 2021, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, 505 West "C" Street, McCook, NE 69001.

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Thence northeasterly along a curved line which is the west right-of-way of Seventh Street West having a radius of 1465.40 feet, through a central angle of 9°20'00" a distance of 238.71 feet to a point;

Thence N08°52'00"E along the west right-of-way line of Seventh Street West a distance of 98.7 feet to a point on the south line of Henton's Second Addition which is 10.03 feet southwesterly of the SE corner of Lot 5, Block 1;

Thence N85°33'00"W along the south line of Henton's Second Addition to the NE corner of Clary Subdivision a distance of 116.8 feet to a point;

Thence S00°27'00"E along the east line of Clary Subdivision a distance of 933.4 feet to the SE corner of Clary Subdivision;

Thence S85°33'00"E a distance of 81.2 feet to the Point of Beginning in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska,

EXCEPT

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

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

along a curve having a radius of 2108 feet, a distance of 153.32 feet, thence S00°34'20"E a distance of 479.68 feet, thence N85°38'36"W a distance of 81.20 feet to the Point of Beginning

2. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, which would remove one parcel from the Quillan Courts Redevelopment Area and create a new specific redevelopment project on said parcel. The property that is the subject of this notice and of the public hearings is generally located at the corner of West 7th Street and West "R" Street and is identified as Parcel ID 001002100 in the City of McCook, Nebraska and legally described as follows:

Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

3. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, including a specific redevelopment project. The property that is the subject of this notice and of the public hearings is a portion of Parcel ID 001002000 generally located near West 7th Street and West "R" Street, in the City of McCook, Nebraska and legally described as follows:

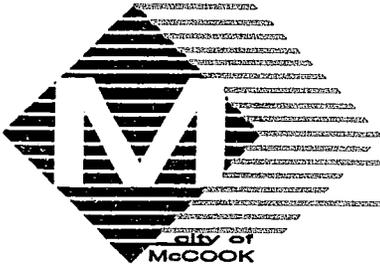
Part of Blocks 2 and 3, Original Clary Subdivision, City of McCook, Red Willow County, Nebraska

All interested parties shall be afforded at the public hearings a reasonable opportunity to express their views regarding the subjects of the hearings. A map of the redevelopment area and a copy of the cost-benefit analysis shall be maintained at the office of the City Clerk.

Respectfully,



Lea Ann Doak
City Clerk-Treasurer



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461



October 5, 2021

CERTIFIED MAIL
Chairman of the Board
Middle Republican NRD
222 Center Ave
PO Box 47
Curtis, NE 690025-0047

Re: **NOTICE OF PUBLIC HEARING**

Public notice is hereby given by the Mayor and City Council of three public hearings that will be held at 5:30 P.M. on Monday, October 18, 2021, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, 505 West "C" Street, McCook, NE 69001.

1. The purpose of one hearing is to obtain public comment prior to the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook. The property that is the subject of this notice and of the public hearings generally consists of:

- (a) the East 11th Street right of way adjacent to the existing Redevelopment Area #3 and the property owned by the City of McCook and the McCook Economic Development Corporation near said section of East 11th Street, in the City of McCook, Nebraska (Parcel IDs 001295200 and 001295300) and legally described as follows:

Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska

- (b) the West 7th Street right of way between "Q" Street and Spruce Street and the two parcels located between West 7th Street and the existing Redevelopment Area #3, in the City of McCook, Nebraska (Parcel IDs 000289901 and 000289904) and legally described as follows:

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

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

And

Referring to the NW corner of Block 10, Egan Park Addition to the City of McCook, thence westerly 66.24 feet to a point on the west right-of-way line of Seventh Street West which is the Point of Beginning.

Thence N00°27'00"W along the west right-of-way line of Seventh Street West a distance of 602.74 feet to the beginning of a curve;

Thence northeasterly along a curved line which is the west right-of-way of Seventh Street West having a radius of 1465.40 feet, through a central angle of 9°20'00" a distance of 238.71 feet to a point;

Thence N08°52'00"E along the west right-of-way line of Seventh Street West a distance of 98.7 feet to a point on the south line of Henton's Second Addition which is 10.03 feet southwesterly of the SE corner of Lot 5, Block 1;

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Thence S00°27'00"E along the east line of Clary Subdivision a distance of 933.4 feet to the SE corner of Clary Subdivision;

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along a curve having a radius of 2108 feet, a distance of 153.32 feet, thence S00°34'20"E a distance of 479.68 feet, thence N85°38'36"W a distance of 81.20 feet to the Point of Beginning

2. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, which would remove one parcel from the Quillan Courts Redevelopment Area and create a new specific redevelopment project on said parcel. The property that is the subject of this notice and of the public hearings is generally located at the corner of West 7th Street and West "R" Street and is identified as Parcel ID 001002100 in the City of McCook, Nebraska and legally described as follows:

Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

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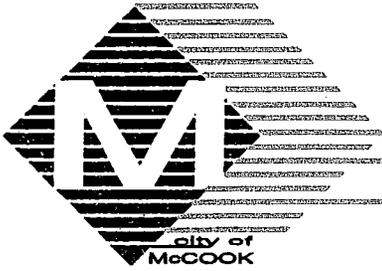
Part of Blocks 2 and 3, Original Clary Subdivision, City of McCook, Red Willow County, Nebraska

All interested parties shall be afforded at the public hearings a reasonable opportunity to express their views regarding the subjects of the hearings. A map of the redevelopment area and a copy of the cost-benefit analysis shall be maintained at the office of the City Clerk.

Respectfully,



Lea Ann Doak
City Clerk-Treasurer



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

October 5, 2021

CERTIFIED MAIL
Earl McNutt, Chairman
Red Willow County Commissioners
502 Norris Avenue
McCook, NE 69001

Re: **NOTICE OF PUBLIC HEARING**

Public notice is hereby given by the Mayor and City Council of three public hearings that will be held at 5:30 P.M. on Monday, October 18, 2021, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, 505 West "C" Street, McCook, NE 69001.

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along a curve having a radius of 2108 feet, a distance of 153.32 feet, thence S00°34'20"E a distance of 479.68 feet, thence N85°38'36"W a distance of 81.20 feet to the Point of Beginning

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Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

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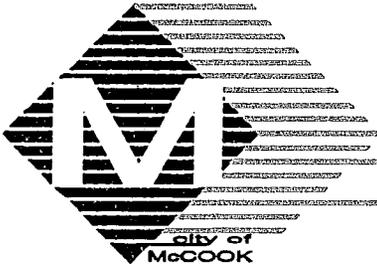
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Respectfully,



Lea Ann Doak
City Clerk-Treasurer



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461



October 5, 2021

CERTIFIED MAIL

Tom Bredvick, President
McCook School District
600 West 7th
McCook, NE 69001

Re: **NOTICE OF PUBLIC HEARING**

Public notice is hereby given by the Mayor and City Council of three public hearings that will be held at 5:30 P.M. on Monday, October 18, 2021, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, 505 West "C" Street, McCook, NE 69001.

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Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

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Part of Blocks 2 and 3, Original Clary Subdivision, City of McCook, Red Willow County, Nebraska

All interested parties shall be afforded at the public hearings a reasonable opportunity to express their views regarding the subjects of the hearings. A map of the redevelopment area and a copy of the cost-benefit analysis shall be maintained at the office of the City Clerk.

Respectfully,



Lea Ann Doak
City Clerk-Treasurer

**AMENDMENT TO REDEVELOPMENT AREA #3
OF THE CITY OF MCCOOK, NEBRASKA**

INTRODUCTION

The City of McCook, Nebraska ("City") has declared certain areas within the City blighted and substandard pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"). The designated redevelopment areas in the City are set forth on the attached and incorporated Exhibit "A" ("Current Redevelopment Area Map"). The Current Redevelopment Area Map includes the redevelopment area designated as Redevelopment Area #3, which is the subject of this Amendment.

Pursuant to the Act, the City created the Community Development Agency of the City of McCook ("CDA"), which administers the redevelopment activities for the City. The purpose of this Amendment is to add additional property to Redevelopment Area #3 which is reasonably necessary to accomplish the implementation of the CDA's plan for redevelopment, as further described herein.

THE PROPERTY TO BE ADDED TO REDEVELOPMENT AREA #3

The additional property is identified and legally described as follows:

- (a) The East 11th Street right of way adjacent to the existing Redevelopment Area #3 and the property owned by the City of McCook and the McCook Economic Development Corporation near said section of East 11th Street, in the City of McCook, Nebraska (Parcel IDs 001295200 and 001295300) and legally described as follows:

Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska

("Additional Land 1")

- (b) The West 7th Street right of way between Q Street and Spruce Street and the two parcels located between West 7th Street and the existing Redevelopment Area #3, in the City of McCook, Nebraska (Parcel IDs 000289901 and 000289904) and legally described as follows:

EXHIBIT #4

PAGE(S) - 12

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

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

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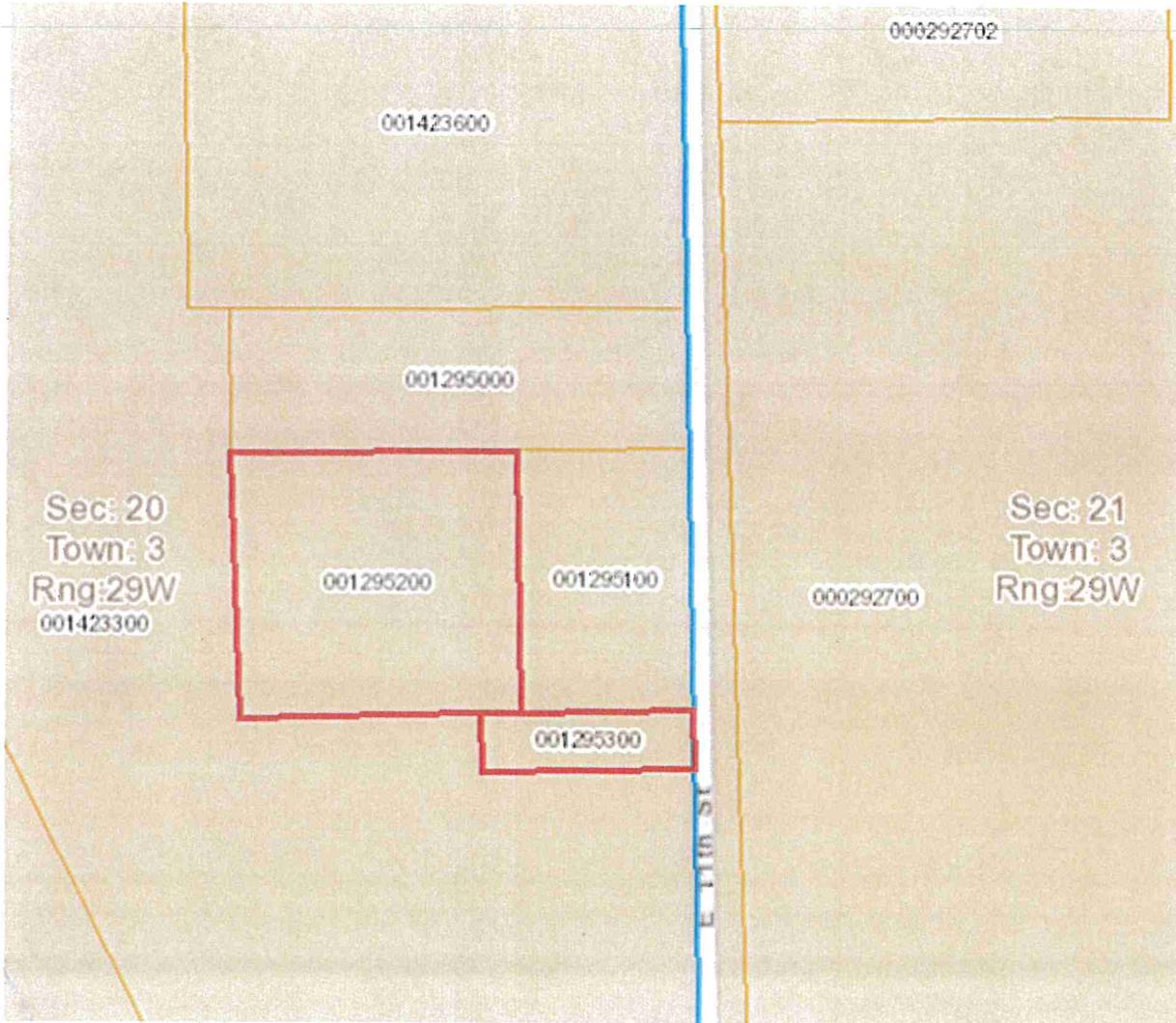
Referring to the SW corner of the said NE¼ of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the ¼ section line a distance of 565.65 feet to a point on the north line of "R" Street. Thence S85°38'36"E along the north right-of-way of "R" Street a distance of 1082.84 feet to a point, which is the Point of Beginning, thence N00°34'20"W a distance of 633.34 feet, thence S85°38'35"E a distance of 86.79 feet, thence Southerly along a curve having a radius of 2108 feet, a distance of 153.32 feet, thence S00°34'20"E a distance of 479.68 feet, thence N85°38'36"W a distance of 81.20 feet to the Point of Beginning

("Additional Land 2")

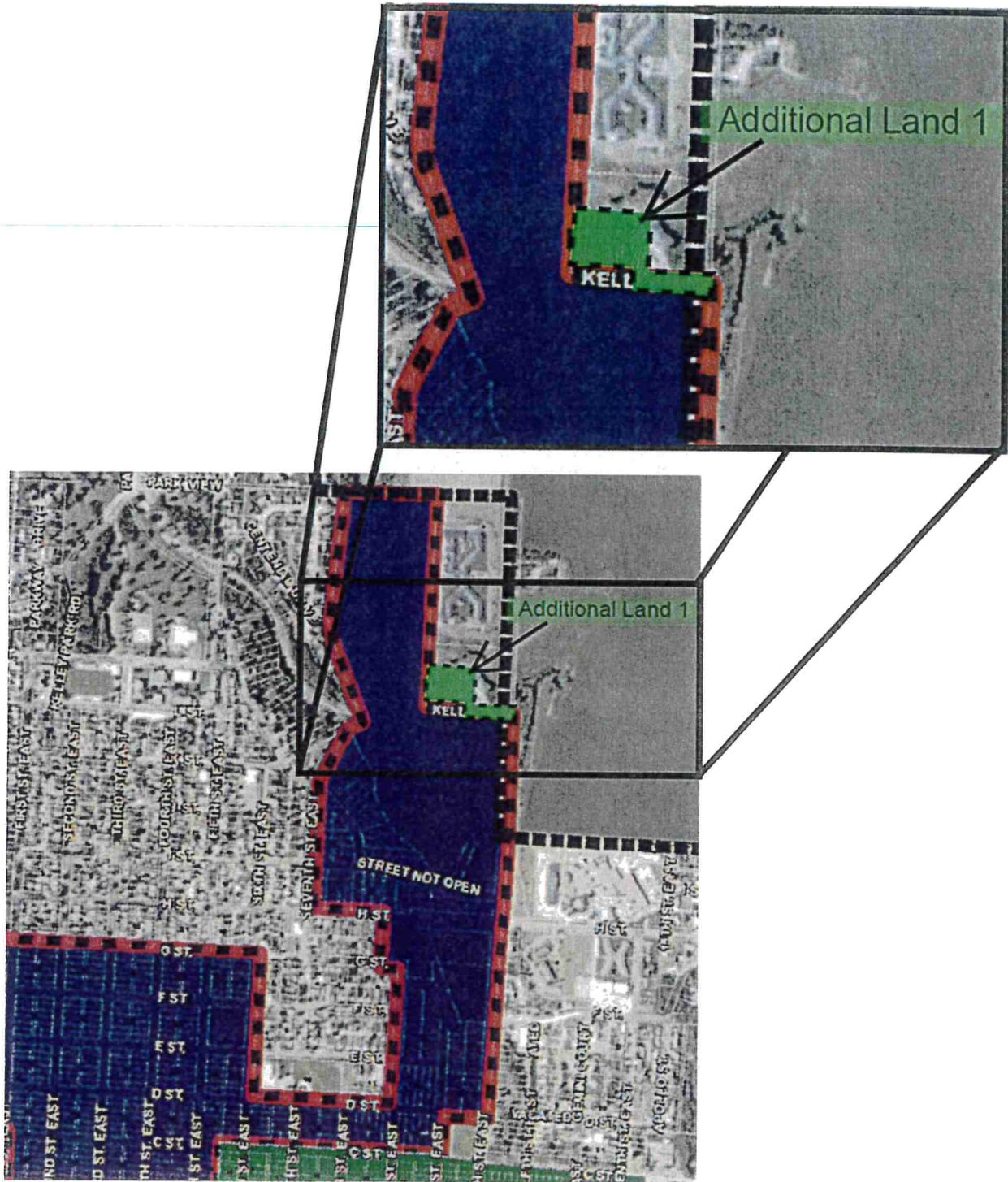
Additional Land 1 and Additional Land 2 are collectively referred to herein as the "Additional Land".

Additional Land 1

Additional Land 1 consists of a parcel platted for right of way and owned by the City (PID 001295300) and a vacant and landlocked parcel owned by the McCook Economic Development Corporation (PID 001295200). Additional Land 1 is depicted below:

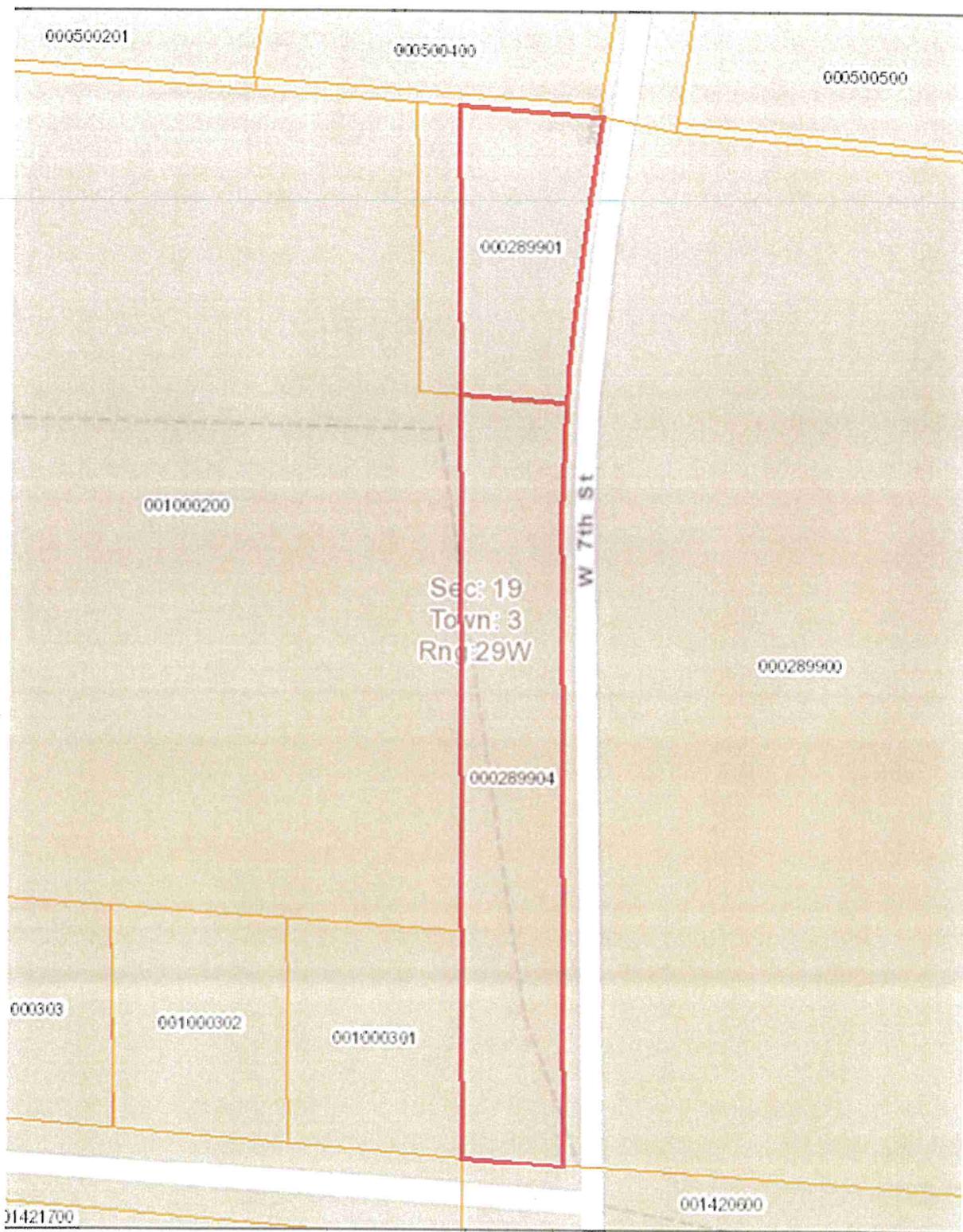


Additional Land 1 is shown in connection with the existing Redevelopment Area #3 on the following images:

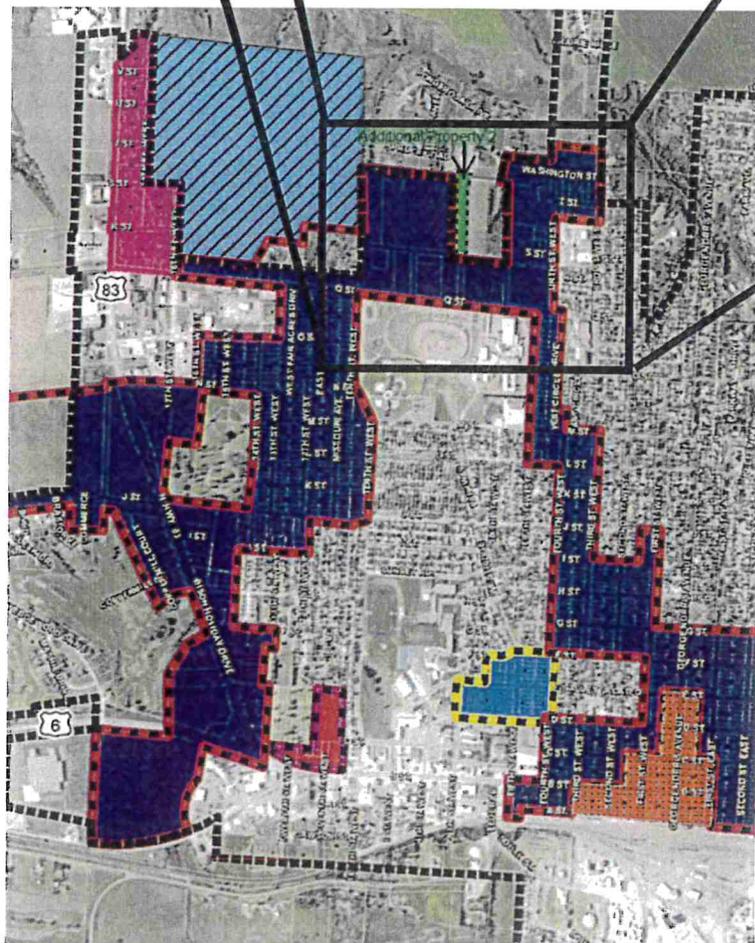
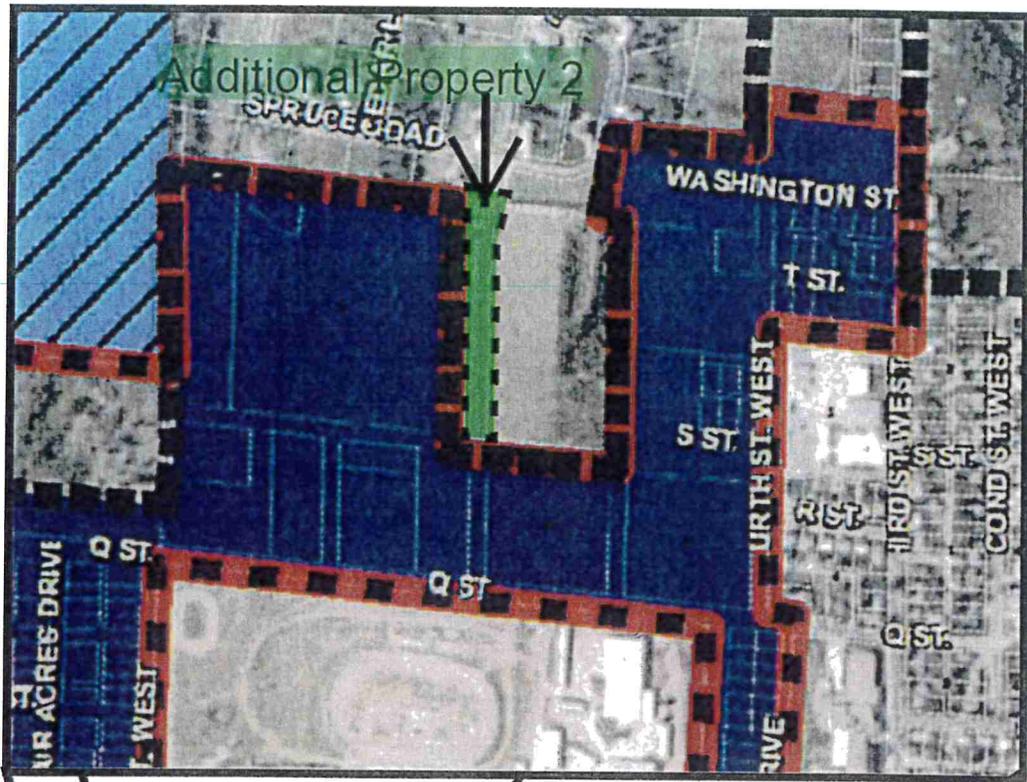


Additional Land 2

Additional Land 2 consists of an approximately 80 foot strip of land owned by the McCook Economic Development Corporation located between the existing Redevelopment Area # 3 and West 7th Street (PID 000289904) and the parcel directly the north of said parcel located between the existing Redevelopment Area # 3 and West 7th Street (PID 000289901). Additional Land 2 is depicted below:



Additional Land 2 is shown in connection with the existing Redevelopment Area #3 on the following images:



ADDITION OF PROPERTY TO THE REDEVELOPMENT AREA

The location and condition of the Additional Parcels for the Project presents a unique circumstance that must be addressed in this Amendment. Under the Act, land cannot be added to an existing community redevelopment area unless (1) the additional land is declared blighted or substandard within the meaning of the Act or (2) the additional land is reasonably necessary to accomplish the implementation of the existing redevelopment plan. See *Fitzke v. City of Hastings*, 255 Neb. 46, 61 (1998).

Pursuant to the Act, a blighted area means an area:

(a) which, by reason of the presence of:

- a substantial number of deteriorated or deteriorating structures,
- existence of defective or inadequate street layout,
- faulty lot layout in relation to size, adequacy, accessibility, or usefulness,
- insanitary or unsafe conditions,
- deterioration of site or other improvements,
- diversity of ownership,
- tax or special assessment delinquency exceeding the fair value of the land,
- defective or unusual conditions of title,
- improper subdivision or obsolete platting,
- the existence of conditions which endanger life or property by fire and other causes,
- or any combination of such factors,

substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use, and:

(b) in which there is at least one of the following conditions:

- (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- (ii) the average age of the residential or commercial units in the area is at least forty years;
- (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or
- (v) the area has had either stable or decreasing population based on the last two decennial censuses.

Neb. Rev Stat. § 18-2103(3).

The Additional Land meets the blight criteria. Substantial compliance with the blight criteria should be a consideration in the determination that adding the Additional Land to Redevelopment Area #3 is appropriate even though not required under the Fitzke analysis. The Additional Land includes:

- an existence of defective or inadequate street layout.
 - Additional Land 1 is a parcel that was platted, but should be and can only be utilized as public right of way (PID 001295300), and a landlocked parcel (PID 001295200) that cannot be accessed unless the aforementioned parcel is utilized as public right of way.
 - Additional Land 2 contains a long parcel that separates Redevelopment Area #3 from West 7th Street. Without access to West 7th Street, the development of this portion of Redevelopment Area #3 is impeded because of limited access for safety vehicles and for adequate traffic flow that will be required for any development.
- faulty lot layout in relation to size, adequacy, accessibility, or usefulness
 - See the statements above. The parcels contained in the Additional Land are inadequate for reasonable use based primarily on accessibility concerns. The lack of accessibility to West 7th Street from Redevelopment Area #3 through Additional Land 2 impedes any reasonable development opportunities.
- improper subdivision or obsolete platting,
 - See the statements above.
- the existence of conditions which endanger life or property by fire and other causes
 - In particular, the inability to develop access through Additional Land 2 as part of a redevelopment project would create a safety concern for any development of the adjacent portion of Redevelopment Area #3. Another access point for fire and police vehicles is necessary to protect the life and safety of the occupants of any development in this area
- Based on the combination of these factors, excluding the Additional Land from Redevelopment Area #3 substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use.
- Finally, the Additional Land has had either stable or decreasing population based on the last two decennial censuses. The Additional Land is vacant and undevelopable. It will remain vacant and unusable unless it is developed, and development is unlikely if it is not included in the Redevelopment Area. Therefore, not only is the exclusion of the Additional Land impeding the development of Redevelopment Area #3, but it is unlikely that these conditions will be ameliorated on their own.

Pursuant to the Act, a substandard area means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare. Neb. Rev Stat. § 18-2103(31). Because of the small size of the vacant parcels, the definition of substandard is not appropriate to apply to the parcels on their own. However, regardless of the blight and substandard analysis, the Additional Land needs to be added to Redevelopment Area # 3 in order to implement the CDA's plan for development of the Redevelopment Area, as set forth in the Supreme Court's Fitzke decision.

For the reasons stated above and the additional reasons set forth below, the Additional Land is necessary to implement the CDA's plan for redevelopment of Redevelopment Area #3:

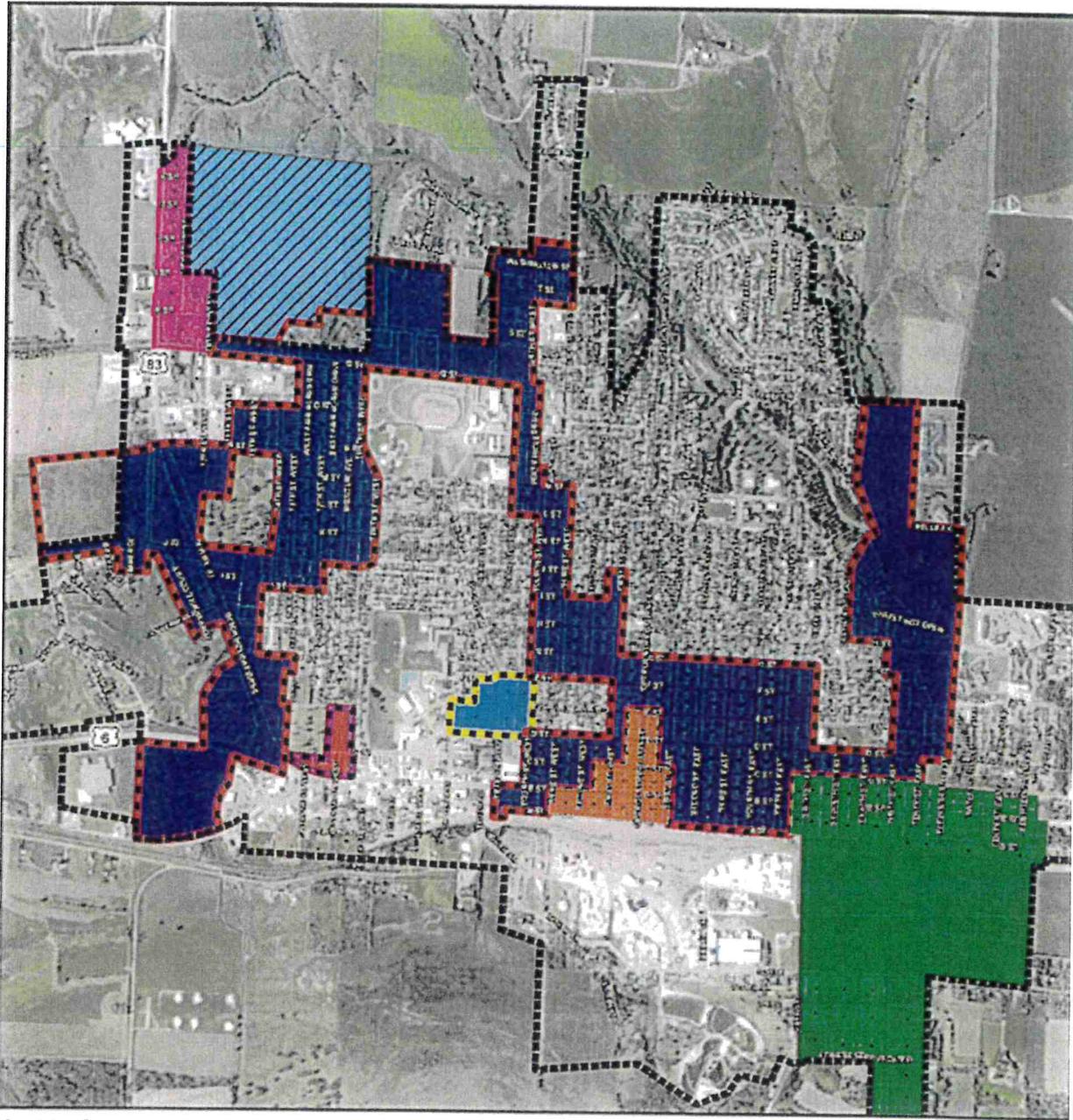
- Additional Land 1 includes a landlocked parcel adjacent to Redevelopment Area #3 and a parcel that is inadequate for any use other than public street. Adding Additional Land 1 to the Redevelopment Area will allow the opportunity to create the necessary public infrastructure to provide access to the landlocked parcel and provide additional access to the adjacent portion of Redevelopment Area #3.
- Without adding the Additional Land to the Redevelopment Area, the portion of Redevelopment Area #3 adjacent to Additional Land 2 cannot be adequately redeveloped for the highest and best use. There is a lack of access and accessibility that is detrimental to the safety of any development in this area. Fire and safety concerns are substantial if there is not additional access to West 7th Street. Without additional access, the area will remain in blighted and substandard condition.
- The Additional Land is adjacent to Redevelopment Area #3 and public right of way. It is not clear why these parcels were not originally included in Redevelopment Area #3 to provide the area with the necessary connection to the public streets.
- The Additional Land has the same characteristics as the adjacent land located within Redevelopment Area #3, and there is not obvious reason why the Redevelopment Area was cut off at the current boundary.
- The initial blight and substandard study for Redevelopment Area #3 conducted by Hanna:Keelan in 2013 indicates that the additional land may be considered for expansion of the Redevelopment Area "where projects must be brought to a logical boundary to accommodate new development and ensure accessibility".
- The addition of the Additional Land to Redevelopment Area #3 does not cause any unreasonable changes to the boundaries when considering the overall Redevelopment Area. In fact, adding the Additional Property to the

- Redevelopment Area actually creates a more uniform and coherent border to the Redevelopment Area and better access to public streets to make the area more conducive to redevelopment.
- The General Redevelopment Plan for Redevelopment Area #3, which was initially prepared by Hanna:Keelan in 2013, identified several recommended public improvements, including the use of TIF for street and other infrastructure improvements.
 - The General Redevelopment Plan for Redevelopment Area #3 identifies the proposed use of the portion of the Redevelopment Area adjacent to Additional Land 2 as residential, but the lack of multiple sufficient access streets is impeding this plan.
 - The General Redevelopment Plan and the Comprehensive Plan do not indicate any reason why the Redevelopment Area was cut off at the current boundary or why this Additional Land could not be included in the Redevelopment Area.
 - Adding the Additional Land to the Redevelopment Area does not exceed the City's statutory limitations on blighted area.
 - Prior to this Amendment, 29.2% of the City has been declared blighted and substandard (1,020.09 acres out of 3,494.41 acres).
 - The Additional Land is approximately 4.9 acres.
 - Adding the Additional Land would result in 29.3% of the City has been declared blighted and substandard.
 - The CDA believes that it is more in line with the statutory intent of the Community Development Law to add the Additional Land, which consists of small undevelopable parcels adjacent to the existing Redevelopment Area, rather than to undertake a blight and substandard analysis of a single parcel. It is more appropriate to consider the blighted and substandard conditions across the entire area as a whole rather than focusing on a specific parcel(s).

Based upon the factors set forth above, the benefits to the existing Redevelopment Area #3, the terms of the existing redevelopment plan, and other general considerations of the plan for the overall development of the City, the CDA has distinguished the facts of the Additional Land from the additional property that was specifically considered in the Fitzke case and, unlike Fitzke, the CDA has determined that adding the additional land is reasonably necessary to accomplish the implementation of the existing redevelopment plan and the redevelopment of property already located within the Redevelopment Area.

Because adding the Additional Land is reasonably necessary to accomplish the implementation of the overall goals of the CDA's redevelopment plan, this Amendment shall include the addition of the Additional Land to the Redevelopment Area. Therefore, the boundaries of the Redevelopment Area are hereby extended to include all of the Additional Land, and the official map and description of the Redevelopment Area shall be updated to include the Additional Land, as set forth on the attached and incorporated Exhibit "B".

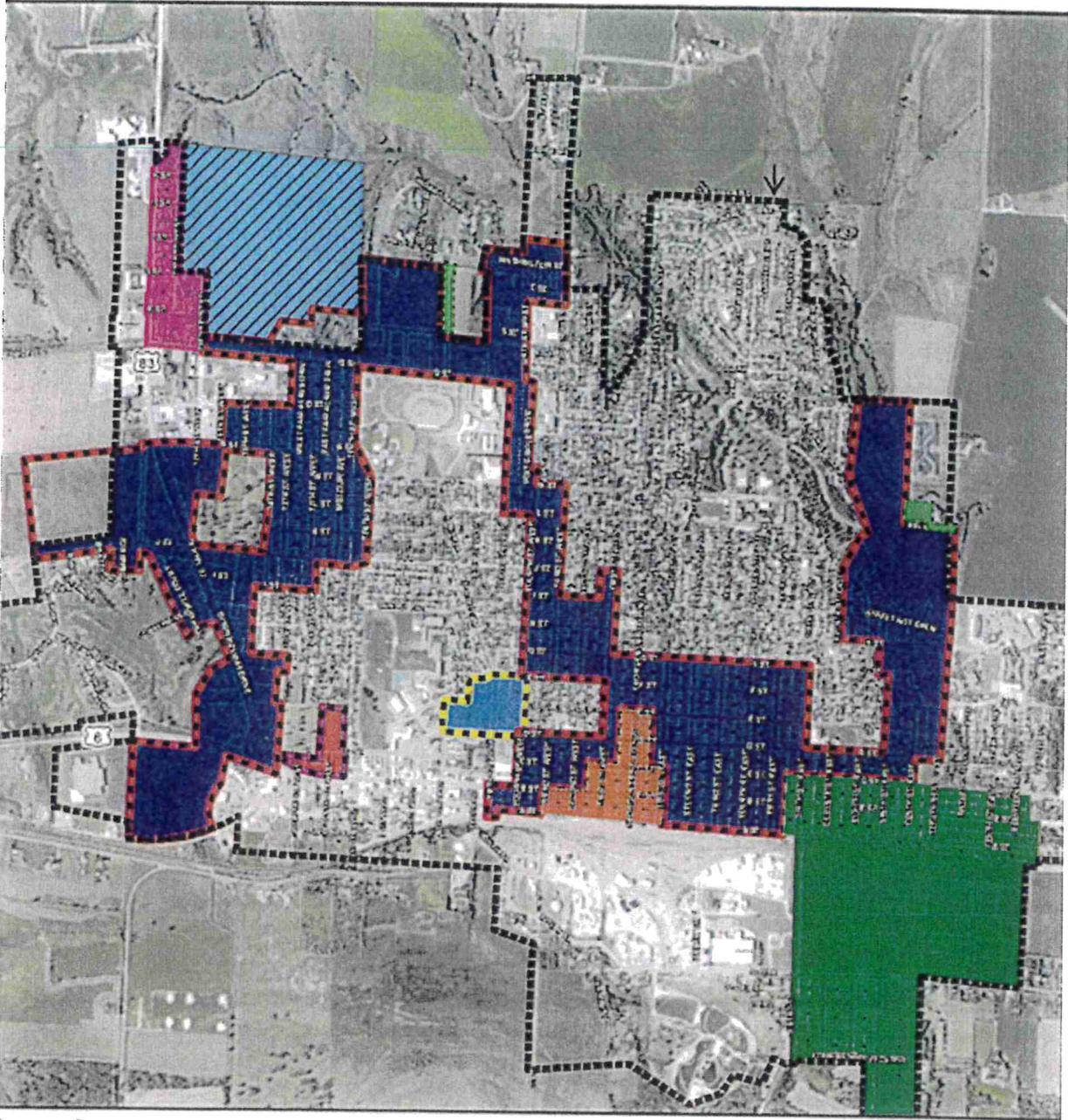
Exhibit A Current Redevelopment Area Map



Legend

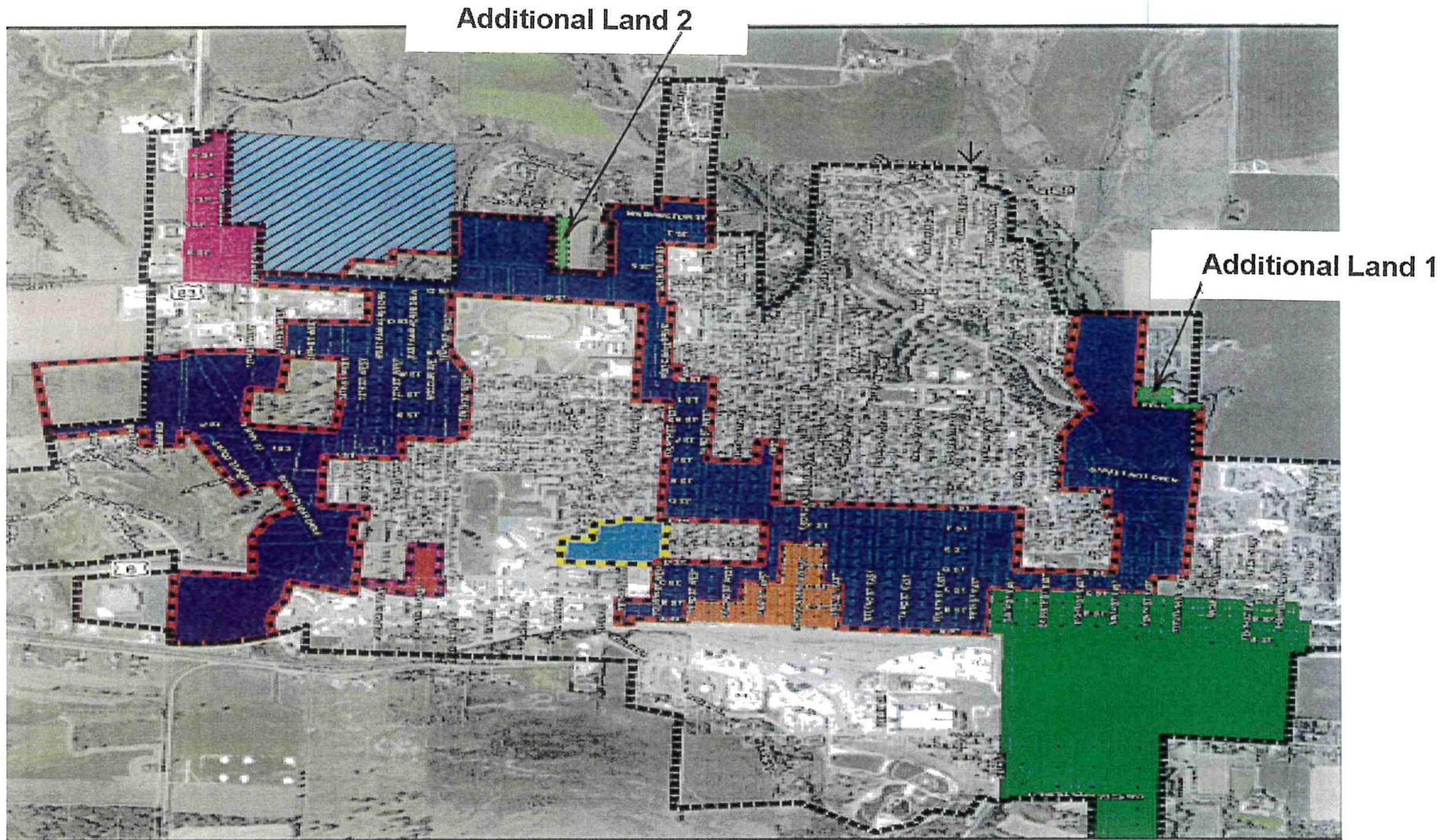
- | | |
|---|--|
|  McCook Corp. Boundary (3494.41 AC.) |  Amendment to Redevelopment Area #3 (17.43 AC.) |
|  1997 Area #1 (30.13 AC.) |  Redevelopment Area #4 (8.62 AC.) |
|  1997 Area #2 (263.69 AC.) |  2019 Area 5 [Inside] (46.57 AC.) |
|  2013 Area 3 (698.29 AC.) |  2019 Area 5 [Outside] (124.06 AC.) |
|  2013 Area #3 [Inside] (644.31 AC.) | |

Exhibit B New Redevelopment Area Map



Legend

 McCook Corp. Boundary (3494.41 AC.)	 Amendment to Redevelopment Area #3 (17.43 AC.)
 1997 Area #1 (30.13 AC.)	 Redevelopment Area #4 (8.62 AC.)
 1997 Area #2 (263.69 AC.)	 2019 Area 5 [Inside] (46.57 AC.)
 2013 Area 3 (698.29 AC.)	 2019 Area 5 [Outside] (124.06 AC.)
 2013 Area #3 [Inside] (644.31 AC.)	 Amendment to Redevelopment Area #3 (4.9 AC.)



Legend

- | | |
|---|---|
|  McCook Corp. Boundary (3494.41 AC.) |  Amendment to Redevelopment Area #3 (17.43 AC.) |
|  1997 Area #1 (30.13 AC.) |  Redevelopment Area #4 (8.62 AC.) |
|  1997 Area #2 (263.69 AC.) |  2019 Area 5 [Inside] (46.57 AC.) |
|  2013 Area #3 (698.29 AC.) |  2019 Area 5 [Outside] (124.06 AC.) |
|  2013 Area #3 [Inside] (644.31 AC.) |  Amendment to Redevelopment Area #3 (4.9 AC.) |

EXHIBIT #5

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McCook Planning Commission
October 11, 2021
5:15 P.M. Central

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

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

Absent: Commissioners Bradley, Dueland.

City Officials present: City Manager Schneider, City Attorney Mustion (excused 6:05 P.M.), City Clerk Doak.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 7, 2021, 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 13, 2021 regular Planning Commission meeting.

Motion to approve the minutes of the September 13, 2021 regular Planning Commission meeting. This motion, made by Hilker and seconded by Vosburg, passed.

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

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - regarding the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook, said property legally described as Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska (ie. Red Willow County, Nebraska Parcel ID's 001295200 and 001295300) and land located in Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 000289901, 000289904, and 000289905).

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding the review and consideration of the addition of certain property

to Redevelopment Area #3 for the City of McCook, said property legally described as Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska (ie. Red Willow County, Nebraska Parcel ID's 001295200 and 001295300) and land located in Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 000289901, 000289904, and 000289905), with the City Attorney to act as hearing officer. This motion, made by Vosburg and seconded by Friehe, passed.

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

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the October 11, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 page); Exhibit #3 - copies of notices mailed certified to the required government entities (16 pages); Exhibit #4 - proposed Resolution No. PC 2021-01 (2 pages); and Exhibit #5 - Amendment to Redevelopment Area #3 of the City of McCook, Nebraska (12 pages).

City Manager Schneider stated that two additions of land to Redevelopment Area #3. Land 1 is along East 11th Street, behind the Kelley Creek Apartments and Land 2 is along East 7th Street north of "Q" and south of the Countryside Estates and then reviewed the information contained in Exhibit #1.

Andy Long, McCook Economic Development Director, was present to address any questions from the Commission.

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

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

2.B. Approve Resolution No. PC 2021-01, making a recommendation to McCook City Council, amending Redevelopment Area #3 by adding additional property to Redevelopment Area #3.

Motion to approve Resolution No. PC 2021-01, making a recommendation to McCook City Council, amending Redevelopment Area #3 by adding additional property to Redevelopment Area #3. This motion, made by McDowell and seconded by Vosburg, passed.

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

2.C. Public Hearing - Regarding the implementation of a Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of

receiving public comment regarding the implementation of a Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Kurt and seconded by Ron passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 11, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 pages); Exhibit #3 - copies of the notices mailed certified to the required governmental entities (16 pages); Exhibit #4 - proposed Resolution No. PC 2021-02 (2 pages); and Exhibit #5 - Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook (17 pages).

City Manager Schneider reviewed the information presented in Exhibit #1; and Exhibit "B" - Statutory Elements, Exhibit "C" - Cost-Benefit Analysis, and the estimated TIF uses on page 4, all part of the Redevelopment Plan for the North Pointe Redevelopment Project.

Andy Long, McCook Economic Development Director, was present to address any questions from the Commission.

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

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

2.D. Approve Resolution No. PC 2021-02, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the North Pointe Redevelopment Project.

Motion to approve Resolution No. PC 2021-02, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the North Pointe Redevelopment Project. This motion, made by Vosburg and seconded by McDowell, passed.

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

2.E. Public Hearing - Regarding the implementation of an Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding the implementation of an Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Kurt and seconded by Friehe, passed.

Vosburg: YEA, Hilker: YEA, Bradley: ABSENT, Davidson: YEA, Dueland: ABSENT, Friehe:

YEA, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: YEA
YEA: 8, NAY: 0, ABSENT: 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 11, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 pages); Exhibit #3 - copies of the notices mailed certified to the required governmental entities (16 pages); Exhibit #4 - proposed Resolution No. PC 2021-03 (2 pages); and Exhibit #5 - Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska (14 pages).

City Manager Schneider reviewed the information presented in Exhibit #1; and Exhibit "B" - Statutory Elements, Exhibit "C" - Cost-Benefit Analysis, and the estimated TIF uses on page 4, all part of the Amendment to the Quillan Court Redevelopment Plan.

Andy Long, McCook Economic Development Director, was present to address any questions from the Commission.

Motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Lyons, passed.

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

2.F. Approve Resolution No. PC 2021-03, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the Amendment to the Quillan Court Redevelopment Plan.

Motion to approve Resolution No. PC 2021-03, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the Amendment to the Quillan Court Redevelopment Plan. This motion, made by Vosburg and seconded by Hilker, passed.

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

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 6:16 P.M.

Lea Ann Doak
City Clerk/Recording Secretary

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM NO. __ Public Hearing - Regarding the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook, said property legally described as Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 001295200 and 001295300) and land located in Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 000289901, 000289904, and 000289905).

2.B.
ITEM NO. __ Public Hearing - Regarding a Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

ITEM NO. __ Public Hearing - Regarding the implementation of an Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.

BACKGROUND:

There are three items before the McCook City Council for consideration: 1) Amendment to Redevelopment Area #3 of the City of McCook, Nebraska; 2) Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska; and 3) Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.

1) Amendment to Redevelopment Area #3 of the City of McCook, Nebraska.

The McCook Economic Development Corporation owns two parcels of property that are adjacent to Redevelopment Area #3. MEDC would like to extend Redevelopment Area #3 to include the two parcels of land. The first parcel of property is located adjacent to East 11th Street, just south and west of the Kelley Creek Apartments. The second parcel of property is located adjacent to West 7th Street and is located on the east side of the Clary Subdivision. A map illustrating the exact location of the two areas is included with these materials. Under the Nebraska Community Development Law (the "Act"), land cannot be added to an existing community redevelopment area unless (1) the additional land is declared blighted or substandard within the meaning of the Act or (2) the additional land is reasonably necessary to accomplish the implementation of the existing redevelopment plan. This second prong was added as an allowable modification as a result of a Nebraska Supreme Court decision, *Fitzke v. City of Hastings*, 255 Neb. 46, 61 (1998). The proposed amendment incorporates both prongs of the test.

With respect to the land located adjacent to East 11th, the larger parcel is landlocked (Parcel ID 001295200) and can only be developed through the use of current city right of way (Parcel ID 001295300). A breakdown of the blight related deficiencies for the land located adjacent to East 11th are included in the Amendment to Redevelopment Area #3 starting on page 6. Additionally, applying the Fitzke test to the property adjacent to East 11th Street, the property at issue cannot be properly developed but for including the area in Redevelopment Area #3. The land would be suitable for residential development, however, such development is stymied by the fact that it was not originally included in Redevelopment Area #3. The property should have been included in Redevelopment Area #3 in order to accomplish the goals of the existing redevelopment area.

EXHIBIT #1

PAGE(S) - 3

With respect to the land located adjacent to West 7th Street, all three lots proposed to be blighted touch West 7th Street. Under the first prong of the redevelopment test, without a blight designation, there will continue to be a defective or inadequate street layout. Over the past few years, action has been taken to develop Clary Subdivision. In order to properly develop the land located within Clary Subdivision, there must be street access to West 7th Street. This must occur to assure there is proper ingress and egress for safety vehicles and solid refuse vehicles. The lack of West 7th Street ingress and egress could endanger life or property due to fire or other safety hazards. Additionally, under the Fitzke test, adding the three lots adjacent to West 7th Street is reasonably necessary to accomplish the implementation of the existing redevelopment plan. The Clary Subdivision area has seen an up-tick in residential development over the course of the last five years. In order to continue with necessary residential development projects, the three parcels at issue need to be added to Redevelopment Area #3 in order to provide proper infrastructure to continue needed community development.

2) Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

In 2013, a Redevelopment Plan was passed by the City of McCook which paved the way for the use of Tax Increment Financing (TIF) for the first phase of the North Pointe Project. As a result of the Plan, six residential properties were built in the Clary Subdivision. The properties are all located north of West R Street. There are similar plans for residential construction north of the first phase. In order to use TIF on any future redevelopment projects in this area, a second Redevelopment Plan is necessary. The purpose of the newly proposed Redevelopment Plan is to identify specific property within the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions. The Project Site is currently vacant and requires substantial public infrastructure improvements to be developable. Due to the lack of public infrastructure, the Developer (ie. MEDC) has been unable to attract a builder or developer to undertake any residential development on the Project Site. At a minimum, public water, sanitary sewer, and streets must be extended to the Project Site. In accordance with the Nebraska Community Development Act, the City of McCook has reviewed MEDC's request in conjunction with the statutory criteria required to proceed with a redevelopment project (see Exhibit "B" - Statutory Elements). Based on the City's review, the approval of this Redevelopment Plan will not have negative consequences for the area at issue. As part of the Redevelopment Plan, a cost-benefit analysis has been conducted. The projection contained within the analysis is a rough estimate and an amendment to the Redevelopment Plan may be necessary as project discussions continue. MEDC has visioned a residential construction project that would yield 25 new residences within the Clary Subdivision. Assuming a valuation of \$200,000 for each of the 25 homes, the projected final valuation for the Project would be approximately \$5,069,543. The current valuation of the land at issue is \$69,543. The projected tax increment base is \$5,000,000. At the estimated tax levy of 1.922795, the projected annual tax shift is \$96,140. These funds would be available to pay down the qualifying expenses included in a Tax Increment Financing Bond. Some of the qualifying expenses include streets, water, and sewer projects.

3) Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.

In 2015, a Redevelopment Plan was passed by the City of McCook which paved the way for the use of TIF for the Quillan Court Project. As a result of the Plan, 16 new housing units were built in the Clary Subdivision. An area in the southwest portion of the Quillan Courts project was not utilized for the building project at the time. Since 2015, the MEDC has split the

lot into two lots. MEDC would like to construct two residential properties, one on each lot. In order to assist with the project, TIF can be used. The proposed Amendment to the Quillan Court Redevelopment Plan contemplates separating the previously constructed project from the newly proposed project. As was mentioned with respect to the North Pointe Redevelopment Plan, the City of McCook has reviewed the Plan in conjunction with the statutory elements found within the Nebraska Community Development Act. Staff believes the project can occur without negatively impacting the surrounding neighborhood. Additionally, a cost-benefit analysis has been completed in order to determine whether the Redevelopment Plan would generate funds to satisfy a TIF Bond. The current valuation of the property at issue is \$11,421. It is estimated that the projected completed project assessed valuation will be \$236,172, for a projected tax increment base of \$224,751. At the current tax levy, the annual projected tax shift would be \$4,322 annually that could be used to pay toward the bond. There is \$42,957 of TIF eligible expenditures that could be offset by the annual tax payments.

At the October 11, 2021 McCook Planning Commission meeting, the Planning Commission unanimously voted to recommend approval of all three items to the McCook City Council.

APPROVALS:

Nathan A. Schneider

October 14, 2021

Nathan A. Schneider, City Manager

Lea Ann Doak

October 14, 2021

Lea Ann Doak, City Clerk

NOTICE OF PUBLIC HEARING

Public notice is hereby given by the Mayor and City Council of three public hearings that will be held at 5:30 P.M. on Monday, October 18, 2021, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, 505 West "C" Street, McCook, NE 69001.

1. The purpose of one hearing is to obtain public comment prior to the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook. The property that is the subject of this notice and of the public hearings generally consists of:

- (a) the East 11th Street right of way adjacent to the existing Redevelopment Area #3 and the property owned by the City of McCook and the McCook Economic Development Corporation near said section of East 11th Street, in the City of McCook, Nebraska (Parcel IDs 001295200 and 001295300) and legally described as follows:

Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska.

- (b) the West 7th Street right of way between "Q" Street and Spruce Street and the two parcels located between West 7th Street and the existing Redevelopment Area #3, in the City of McCook, Nebraska (Parcel IDs 000289901 and 000289904) and legally described as follows:

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

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

And

Referring to the NW corner of Block 10, Egan Park Addition to the City of McCook, thence westerly 66.24 feet to a point on the west right-of-way line of Seventh Street West which is the Point of Beginning.

EXHIBIT #2

Thence N00°27'00"W along the west right-of-way line of Seventh Street West a distance of 602.74 feet to the beginning of a curve;

Thence northeasterly along a curved line which is the west right-of-way of Seventh Street West having a radius of 1465.40 feet, through a central angle of 9°20'00" a distance of 238.71 feet to a point;

Thence N08°52'00"E along the west right-of-way line of Seventh Street West a distance of 98.7 feet to a point on the south line of Henton's Second Addition which is 10.03 feet southwesterly of the SE corner of Lot 5, Block 1;

Thence N85°33'00"W along the south line of Henton's Second Addition to the NE corner of Clary Subdivision a distance of 116.8 feet to a point;

Thence S00°27'00"E along the east line of Clary Subdivision a distance of 933.4 feet to the SE corner of Clary Subdivision;

Thence S85°33'00"E a distance of 81.2 feet to the Point of Beginning in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska,

EXCEPT

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

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2. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, which would remove one parcel from the Quillan Courts Redevelopment Area and create a new specific redevelopment project on said parcel. The property that is the subject of this notice and of the public hearings is generally located at the corner of West 7th Street and West "R" Street and is identified as Parcel ID 001002100 in the City of McCook, Nebraska and legally described as follows:

Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

3. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, including a

specific redevelopment project. The property that is the subject of this notice and of the public hearings is a portion of Parcel ID 001002000 generally located near West 7th Street and West "R" Street, in the City of McCook, Nebraska and legally described as follows:

Part of Blocks 2 and 3, Original Clary Subdivision, City of McCook, Red Willow County, Nebraska

All interested parties shall be afforded at the public hearings a reasonable opportunity to express their views regarding the subjects of the hearings. A map of the redevelopment area and a copy of the cost-benefit analysis for each proposed project shall be maintained at the office of the City Clerk.

-s- Lea Ann Doak
City Clerk-Treasurer

Publish: October 1 and 8, 2021.

COPIES OF NOTICES MAILED TO:

McCook Community College
President
1205 East 3rd
McCook, NE 69001

Chairman of the Board
Educational Service Unit No 15
344 Main
PO Box 398
Trenton, NE 69044

Chairman of the Board
Middle Republican NRD
222 Center Ave
PO Box 47
Curtis, NE 690025-0047

Earl McNutt, Chairman
Red Willow County Commissioners
502 Norris Avenue
McCook, NE 69001

Tom Bredvick, President
McCook School District
600 West 7th
McCook, NE 69001

EXHIBIT #3

PAGE(S) - 16



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461



October 5, 2021

CERTIFIED MAIL
McCook Community College
President
1205 East 3rd
McCook, NE 69001

Re: **NOTICE OF PUBLIC HEARING**

Public notice is hereby given by the Mayor and City Council of three public hearings that will be held at 5:30 P.M. on Monday, October 18, 2021, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, 505 West "C" Street, McCook, NE 69001.

1. The purpose of one hearing is to obtain public comment prior to the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook. The property that is the subject of this notice and of the public hearings generally consists of:

- (a) the East 11th Street right of way adjacent to the existing Redevelopment Area #3 and the property owned by the City of McCook and the McCook Economic Development Corporation near said section of East 11th Street, in the City of McCook, Nebraska (Parcel IDs 001295200 and 001295300) and legally described as follows:

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

And

Referring to the NW corner of Block 10, Egan Park Addition to the City of McCook, thence westerly 66.24 feet to a point on the west right-of-way line of Seventh Street West which is the Point of Beginning.

Thence N00°27'00"W along the west right-of-way line of Seventh Street West a distance of 602.74 feet to the beginning of a curve;

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Thence S85°33'00"E a distance of 81.2 feet to the Point of Beginning in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska,

EXCEPT

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

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along a curve having a radius of 2108 feet, a distance of 153.32 feet, thence S00°34'20"E a distance of 479.68 feet, thence N85°38'36"W a distance of 81.20 feet to the Point of Beginning

2. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, which would remove one parcel from the Quillan Courts Redevelopment Area and create a new specific redevelopment project on said parcel. The property that is the subject of this notice and of the public hearings is generally located at the corner of West 7th Street and West "R" Street and is identified as Parcel ID 001002100 in the City of McCook, Nebraska and legally described as follows:

Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

3. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, including a specific redevelopment project. The property that is the subject of this notice and of the public hearings is a portion of Parcel ID 001002000 generally located near West 7th Street and West "R" Street, in the City of McCook, Nebraska and legally described as follows:

Part of Blocks 2 and 3, Original Clary Subdivision, City of McCook, Red Willow County, Nebraska

All interested parties shall be afforded at the public hearings a reasonable opportunity to express their views regarding the subjects of the hearings. A map of the redevelopment area and a copy of the cost-benefit analysis shall be maintained at the office of the City Clerk.

Respectfully,



Lea Ann Doak
City Clerk-Treasurer



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461

October 5, 2021

CERTIFIED MAIL
Chairman of the Board
Educational Service Unit No 15
344 Main
PO Box 398
Trenton, NE 69044

Re: **NOTICE OF PUBLIC HEARING**

Public notice is hereby given by the Mayor and City Council of three public hearings that will be held at 5:30 P.M. on Monday, October 18, 2021, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, 505 West "C" Street, McCook, NE 69001.

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Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska

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

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And

Referring to the NW corner of Block 10, Egan Park Addition to the City of McCook, thence westerly 66.24 feet to a point on the west right-of-way line of Seventh Street West which is the Point of Beginning.

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EXCEPT

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2. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, which would remove one parcel from the Quillan Courts Redevelopment Area and create a new specific redevelopment project on said parcel. The property that is the subject of this notice and of the public hearings is generally located at the corner of West 7th Street and West "R" Street and is identified as Parcel ID 001002100 in the City of McCook, Nebraska and legally described as follows:

Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

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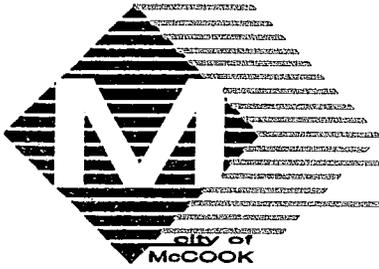
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All interested parties shall be afforded at the public hearings a reasonable opportunity to express their views regarding the subjects of the hearings. A map of the redevelopment area and a copy of the cost-benefit analysis shall be maintained at the office of the City Clerk.

Respectfully,



Lea Ann Doak
City Clerk-Treasurer



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461

October 5, 2021

CERTIFIED MAIL
Chairman of the Board
Middle Republican NRD
222 Center Ave
PO Box 47
Curtis, NE 690025-0047

Re: **NOTICE OF PUBLIC HEARING**

Public notice is hereby given by the Mayor and City Council of three public hearings that will be held at 5:30 P.M. on Monday, October 18, 2021, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, 505 West "C" Street, McCook, NE 69001.

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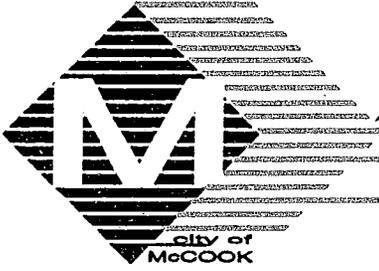
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Respectfully,



Lea Ann Doak
City Clerk-Treasurer



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461

October 5, 2021

CERTIFIED MAIL
Earl McNutt, Chairman
Red Willow County Commissioners
502 Norris Avenue
McCook, NE 69001

Re: **NOTICE OF PUBLIC HEARING**

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along a curve having a radius of 2108 feet, a distance of 153.32 feet, thence S00°34'20"E a distance of 479.68 feet, thence N85°38'36"W a distance of 81.20 feet to the Point of Beginning

2. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, which would remove one parcel from the Quillan Courts Redevelopment Area and create a new specific redevelopment project on said parcel. The property that is the subject of this notice and of the public hearings is generally located at the corner of West 7th Street and West "R" Street and is identified as Parcel ID 001002100 in the City of McCook, Nebraska and legally described as follows:

Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

3. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, including a specific redevelopment project. The property that is the subject of this notice and of the public hearings is a portion of Parcel ID 001002000 generally located near West 7th Street and West "R" Street, in the City of McCook, Nebraska and legally described as follows:

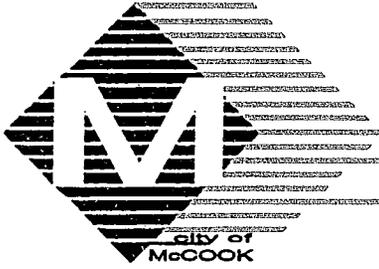
Part of Blocks 2 and 3, Original Clary Subdivision, City of McCook, Red Willow County, Nebraska

All interested parties shall be afforded at the public hearings a reasonable opportunity to express their views regarding the subjects of the hearings. A map of the redevelopment area and a copy of the cost-benefit analysis shall be maintained at the office of the City Clerk.

Respectfully,



Lea Ann Doak
City Clerk-Treasurer



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461



October 5, 2021

CERTIFIED MAIL

Tom Bredvick, President
McCook School District
600 West 7th
McCook, NE 69001

Re: **NOTICE OF PUBLIC HEARING**

Public notice is hereby given by the Mayor and City Council of three public hearings that will be held at 5:30 P.M. on Monday, October 18, 2021, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, 505 West "C" Street, McCook, NE 69001.

1. The purpose of one hearing is to obtain public comment prior to the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook. The property that is the subject of this notice and of the public hearings generally consists of:

- (a) the East 11th Street right of way adjacent to the existing Redevelopment Area #3 and the property owned by the City of McCook and the McCook Economic Development Corporation near said section of East 11th Street, in the City of McCook, Nebraska (Parcel IDs 001295200 and 001295300) and legally described as follows:

Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska

- (b) the West 7th Street right of way between "Q" Street and Spruce Street and the two parcels located between West 7th Street and the existing Redevelopment Area #3, in the City of McCook, Nebraska (Parcel IDs 000289901 and 000289904) and legally described as follows:

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

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

And

Referring to the NW corner of Block 10, Egan Park Addition to the City of McCook, thence westerly 66.24 feet to a point on the west right-of-way line of Seventh Street West which is the Point of Beginning.

Thence $N00^{\circ}27'00''W$ along the west right-of-way line of Seventh Street West a distance of 602.74 feet to the beginning of a curve;

Thence northeasterly along a curved line which is the west right-of-way of Seventh Street West having a radius of 1465.40 feet, through a central angle of $9^{\circ}20'00''$ a distance of 238.71 feet to a point;

Thence $N08^{\circ}52'00''E$ along the west right-of-way line of Seventh Street West a distance of 98.7 feet to a point on the south line of Henton's Second Addition which is 10.03 feet southwesterly of the SE corner of Lot 5, Block 1;

Thence $N85^{\circ}33'00''W$ along the south line of Henton's Second Addition to the NE corner of Clary Subdivision a distance of 116.8 feet to a point;

Thence $S00^{\circ}27'00''E$ along the east line of Clary Subdivision a distance of 933.4 feet to the SE corner of Clary Subdivision;

Thence $S85^{\circ}33'00''E$ a distance of 81.2 feet to the Point of Beginning in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska,

EXCEPT

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

Referring to the SW corner of the said NE 1/4 of said Section 19, thence $N00^{\circ}06'58''W$ (assumed and all bearing relative to) along the 1/4 section line a distance of 565.65 feet to a point on the north line of "R" Street. Thence $S85^{\circ}38'36''E$ along the north right-of-way of "R" Street a distance of 1082.84 feet to a point, which is the Point of Beginning, thence $N00^{\circ}34'20''W$ a distance of 633.34 feet, thence $S85^{\circ}38'35''E$ a distance of 86.79 feet, thence southerly

along a curve having a radius of 2108 feet, a distance of 153.32 feet, thence S00°34'20"E a distance of 479.68 feet, thence N85°38'36"W a distance of 81.20 feet to the Point of Beginning

2. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, which would remove one parcel from the Quillan Courts Redevelopment Area and create a new specific redevelopment project on said parcel. The property that is the subject of this notice and of the public hearings is generally located at the corner of West 7th Street and West "R" Street and is identified as Parcel ID 001002100 in the City of McCook, Nebraska and legally described as follows:

Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

3. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, including a specific redevelopment project. The property that is the subject of this notice and of the public hearings is a portion of Parcel ID 001002000 generally located near West 7th Street and West "R" Street, in the City of McCook, Nebraska and legally described as follows:

Part of Blocks 2 and 3, Original Clary Subdivision, City of McCook, Red Willow County, Nebraska

All interested parties shall be afforded at the public hearings a reasonable opportunity to express their views regarding the subjects of the hearings. A map of the redevelopment area and a copy of the cost-benefit analysis shall be maintained at the office of the City Clerk.

Respectfully,



Lea Ann Doak
City Clerk-Treasurer

**REDEVELOPMENT PLAN FOR THE
NORTH POINTE REDEVELOPMENT PROJECT
IN THE CITY OF MCCOOK, NEBRASKA**

Introduction

The City of McCook, Nebraska ("City") has undertaken a plan of redevelopment within a certain redevelopment area in the City identified as Redevelopment Area #3 (the "Redevelopment Area"). A Blight and Substandard Analysis and General Redevelopment Plan for the Redevelopment Area was prepared in 2013 by Hanna:Keelan, and the Redevelopment Area was declared blighted and substandard in 2013, as subsequently amended from time to time. This Redevelopment Plan is a project-specific redevelopment plan and shall serve as the guide for the implementation of redevelopment activities on the Project Site, as defined herein, which is located in the Redevelopment Area.

Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), the City created the Community Development Authority of the City of McCook ("CDA"), which has administered the overall plan of redevelopment for the City. The purpose of this Redevelopment Plan is to identify specific property within the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions identified as the site legally described on the attached and incorporated Exhibit "A" (the "Project Site").

The Project Site

The Project Site located within the Redevelopment Area and has been declared blighted and substandard. The Project Site is in need of redevelopment. The CDA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. The blighted condition of the Project Site and the Redevelopment Area has contributed to its inability to attract development. In order to support private development, the Project Site and the Redevelopment Area are in need of renovation and redevelopment.

A depiction of the general area if the Project Site is set forth below.

EXHIBIT #4

PAGE(S) - 17

prohibiting any development. Without the availability of tax increment financing to assist with the cost of the public infrastructure improvements, MEDC does not believe that the Project Site will be developed.

MEDC has submitted a proposal for the Project and the redevelopment of the Project Site. The redevelopment of the Project Site pursuant to this Redevelopment Plan will help provide needed additional housing in the City, eliminate the current blight and substandard conditions of the Project Site, and further the purposes of the Act.

As part of the Project, the CDA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Such public improvements may include, but are not limited to land acquisition, site preparation, public infrastructure improvements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. MEDC and/or its successor redeveloper shall be responsible for all other costs and expenses associated with the Project.

The plans for the Project are preliminary in nature and subject to change, but MEDC has stated that without a specific redevelopment plan in place for the Project Site, it is unlikely that any development will occur. The proposed timeline for construction and the effective date for the division of taxes is unknown at this time but will be set forth in the redevelopment agreement that is approved for this Project or in a supplement to this Redevelopment Plan. The Project may be constructed in up to five (5) phases, with a separate effective date for each phase.

Tax Increment Financing

The CDA contemplates the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of TIF Indebtedness pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body ("Base Tax Amount"); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for Project Site will be set forth in the redevelopment agreement. It is anticipated that the Project may be implemented in phases and one or more TIF Notes may be issued. Notwithstanding any provision herein to the contrary, all incremental tax revenues resulting from the Project shall only be divided and allocated for no more than the applicable 15-year increment period for each phase as provided by the Act.

MEDC intends for the Project to be market rate workforce housing. No income or rent restrictions shall be required on the homes, but the intent of the Project is to build homes that are affordable for workforce housing. Assuming a valuation of \$220,000 for each of the 25 homes, the final valuation for the Project would be approximately \$5,500,000. For the purpose of the tax increment projections for this Project, MEDC and the CDA are utilizing an assumed final increment of \$5,000,000. The CDA is approving the TIF amount based upon the \$5,000,000 total increase in valuation to provide the necessary assistance to the developer but to retain the expectations of affordable workforce housing.

Based upon the anticipated incremental valuation of \$5,000,000, the total TIF for the project would be \$1,440,000. Based on a 5.0% interest rate for the TIF Note, the Project will yield TIF Indebtedness in the amount of approximately \$1,006,000. Because of the uncertain needs and financing structure of the redeveloper at this point, this Plan anticipates TIF in the amount not to exceed \$1,400,000. The final authorized TIF Indebtedness amount will be set forth in the Redevelopment Agreement. The principal amount of the TIF Indebtedness may be adjusted downward from \$1,400,000 to consider any interest on a TIF loan. The TIF amount may not be increased above \$1,400,000 without amending this Plan.

MEDC currently estimates that the total Project costs shall be approximately \$6,950,000. MEDC and/or the successor Redeveloper shall also be responsible for the CDA's administrative fee and the City's cost of issuance related to the Project and the TIF Indebtedness, which costs are TIF-eligible expenses. MEDC has identified approximately \$1,400,000 in TIF-eligible expenditures. The estimated TIF uses are set forth below:

CDA Administrative Fee	\$6,000
Cost of Issuance	\$6,000
Land Acquisition	\$230,000
Site Preparation	\$93,415
Public Water Infrastructure Improvements	\$192,450
Sanitary Sewer Infrastructure Improvements	\$46,100
Public Street Improvements	\$590,000
Additional public Improvements	\$207,303
Engineering Fees	\$108,732
<u>Total estimated TIF uses:</u>	<u>\$1,480,000</u>

All TIF uses identified above are estimated amounts. The actual TIF Uses shall be determined by MEDC and/or the successor Redeveloper based upon actual costs and

documented invoices for all eligible public uses. The list of TIF uses identified above is not exhaustive and additional documented eligible public uses may be considered by the CDA. The proposed TIF Uses may be revised in the Redevelopment Agreement for the Project. The redeveloper will be required to certify all eligible TIF Uses in the amount of the TIF Indebtedness.

Market rate housing is particularly challenging in the City and across the state right now. The cost of construction has increased significantly and it is difficult to build entry level and workforce housing. All residential construction in the City in the past couple of years has been high end homes or LITHC projects. This Project will help to address the problem of the “missing middle” and create workforce homes. That cannot be done without TIF. The TIF will decrease the lot price on each of the 25 homes by more than \$50,000. Without this reduction in lot value, an affordable market rate home is not possible—an otherwise \$220,000 home now costs \$270,000 without any other changes, just to recoup the cost of the public infrastructure costs.

MEDC may act as the redeveloper, but MEDC intends to locate a redeveloper and sell the Project Site to the redeveloper to undertake the Project. It is anticipated that the Redeveloper will enter into a redevelopment agreement with the CDA to implement this Project. This Plan will serve as the general guide to the approved Project. The construction schedule, TIF Uses, and details of the Project will be refined and identified in the redevelopment agreement, but the redevelopment agreement must conform to the general parameters of this Plan to create a residential subdivision on the Project Site of approximately 25 market rate workforce housing units constructed in up to five phases over a five year period, with TIF in an amount not to exceed \$1,400,000 for the public improvements associated with the Project. The CDA does not anticipate amending this Redevelopment Plan unless there is a substantial modification of the Plan, as defined in the Act.

Statutory Elements

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. Attached hereto as Exhibit “B” and incorporated herein by this reference is a consideration of the statutory elements under the Act.

Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit “C” and incorporated by this reference.

Comprehensive Plan

Several goals of the McCook, Nebraska Comprehensive Plan 2013–2023 (the “McCook Comprehensive Plan”) will be furthered by this Project. Housing is a key component of the McCook Comprehensive Plan, including but not limited to the following sections:

HOUSING & RESIDENTIAL DEVELOPMENT

Goal 1: Community Housing Initiative. The City of McCook should implement a housing development initiative as a primary economic development activity. Such initiative should include the development of up to 279 new housing units by 2023, including an estimated 147 owner housing units and 132 new rental units. The development of up to 279 new housing units would add an estimated \$51 Million to the McCook property tax base. This Housing Initiative would provide current and future residents of the Community with access to a variety of safe, decent and affordable housing types for families and individuals of all age, household size and income sectors.

- ◆ **Action Step 1: Support the efforts of the McCook Economic Development Corporation-Housing Office (MEDC-HO) to encourage and monitor housing development in the City of McCook.** The MEDC-HO should continue to work directly with both public and private sectors to encourage the development of specific housing programs to meet the needs of the Community's current and future residents, with emphasis on housing for young families, the local workforce, retirees and special populations. By 2023, the City of McCook will need to develop an estimated 81 owner units and 72 rental housing units for families and persons of younger age and 66 owner and 60 rental units for elderly individuals and households.

The MEDC-HO has been active in housing rehabilitation with their purchase/rehab/resell down payment assistance programs, as well as homebuyer education courses. These programs will be vital towards future housing activities in McCook.

- ◆ The MEDC-HO should be responsible for designing and implementing a Workforce Housing Assistance Program for local employees and a Continuum of Residential Retirement Program for older adults in the City.

- ◆ **Action Step 2: Plan and implement an Employer's Housing Assistance Program to encourage major employers in the McCook area to become directly involved with assisting their employees in becoming homeowners in the Community of McCook.** Assistance could include, but not be limited to, locating and negotiating the purchase of a house, providing funding assistance, etc. Funding assistance could be, for example, in the form of a \$5,000 to \$10,000 grant and/or low-interest loan to persons and families for closing costs, down payment, etc. These homebuyers could also be a participant in a first-time homebuyers program, funded by either/both the Nebraska Investment Finance Authority and the Nebraska Department of Economic Development.
- ◆ Two or more major employers should consider forming a limited partnership to develop affordable housing projects in McCook, utilizing available public and private funding sources.
- ◆ **Action Step 3: Initiate a Continuum of (Housing) Residential Care Program in the Community of McCook directed at persons and families 55+ years of age.** This Program would address several facets of elderly housing needs and development opportunities in McCook, including the increasing need for in-home services and home maintenance, repair and modification of homes occupied by elderly households in the Community and additional affordable housing, both owner and rental, with and without supportive services.

Goal 2: New Housing Developments. New housing developments in the City of McCook should address the needs of both owner- and renter households, of all age and income sectors, of varied price products.

- ◆ **Action Step 1:** The City of McCook should identify up to 70 acres of land for new residential development to meet the estimated need for 279 additional housing units by 2023. The City should develop housing in both new and developed areas of the Community.
- ◆ **Action Step 2:** Build an estimated 20 units of owner housing for households of low- to moderate income, 85 units for moderate income households and an estimated 42 owner units for families and individuals of moderate- to upper income. Special attention should be given the construction of single family housing units for younger households and single family and patio and townhome units for older adults. New owner housing price products should range between \$135K to \$230K, depending on the type of housing units and the household income sector being targeted.
- ◆ **Action Step 3:** Build an estimated 72 rental housing units for persons and families of very-low- to moderate-income and an estimated 60 rental units for households of moderate- to upper-income. The elderly household population should be targeted for both the upper-income and very-low income rental units. Low- to moderate-income rental housing should be constructed for families.
- ◆ **Rental housing price products in McCook** should range in monthly rents from \$395 to \$795, depending on the size, number of bedrooms and the household income sector being served. Rental units of all types should be constructed in McCook, with emphasis on duplex rental units for both the elderly and younger households and single family units for younger, larger families. A rent to purchase option should be made available with new single family rental units.
- ◆ **Action Step 4:** One or two additional multifamily rental projects are recommended for the City of McCook, by 2023, to meet the housing needs of young, single workers in the Community. These projects should be designed and developed in a size and scale suitable for the neighborhood location. The development of a SRO (Single Room Occupancy) facility of eight to 16 units should be given consideration to house single persons in the local workforce.
- ◆ **Action Step 5:** The Community of McCook should strive to combine "new" services and shopping opportunities with "new" housing developments.
- ◆ **Action Step 6:** Future housing development programs in McCook should be concentrated in the western portion of City, west of Highway 83, north of the Municipal Golf Course, in areas to the north of "Q" Street east of Highway 83. Consider new, modern housing development types, such as housing in the Downtown and smaller subdivisions utilizing New Urbanism development concepts.
- ◆ **Action Step 7:** Several Downtown commercial buildings should be promoted for upper level housing to diversify the local housing market and emphasize the Downtown as a vibrant commercial and residential center. One example is the Keystone Business Center, where the top two floors should be considered for moderate- to upper-income housing units. A total of 52 units, 12 owner and 40 renter units, should be developed in Downtown McCook, by 2023.
- ◆ **Action Step 8:** New housing developments in the City of McCook should include the construction of housing that is complete in accessibility and use by persons and families with special needs.

Goal 3: Existing Owner and Rental Housing Stock. Housing rehabilitation programs and activities in the City of McCook should strive to protect and preserve the existing housing stock of the Community.

- ◆ **Action Step 1:** The Community of McCook should establish a housing rehabilitation program for both owner and rental housing units, with emphasis on meeting the housing rehabilitation needs of the elderly, low income families and housing occupied by persons with special needs.
- ◆ **Action Step 2:** As needed, the City should establish a policy of condemning and demolishing housing of a dilapidated condition, not cost effective to rehabilitate. The vacated lots could be set aside as part of a City-Wide Land Trust/Land Bank program to be used for future owner and rental housing development needs.

The former St. Catherine's Apartments facility should be demolished and the site planned for residential redevelopment.

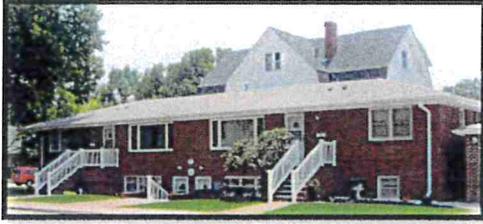


- ◆ **Action Step 3:** The Community of McCook should continue to preserve housing of historical significance. Housing that is architecturally significant or for its association with persons or families who played key roles in the development and growth of the City adds to the character and uniqueness of McCook neighborhoods.



Goal 4: Financing Housing Development. The City of McCook and housing developers should consider both public and private funding sources to both construct new housing and maintain the existing housing stock.

- ◆ **Action Step 1:** The City should pursue State and Federal Grants to assist in financing housing rehabilitation, housing purchase, rehabilitate and resale and first-time homebuyers programs. The City and private builders should pursue such funding from the Nebraska Investment Finance Authority and Nebraska Department of Economic Development.
- ◆ **Action Step 2:** The City should utilize Tax Increment Financing to assist in the financing of new housing developments, specifically public facility and utility requirements.
- ◆ **Action Step 3:** Housing developers in McCook should be encouraged to pursue securing any and all available tools of financing assistance in the development of new housing projects in the Community. This assistance is available with the Nebraska Investment Finance Authority, Nebraska Department of Economic Development, USDA-Rural Development, Federal Home Loan Bank and the Department of Housing and Urban Development, in the form of grants, tax credits and mortgage insurance programs.



Goal 5: Impediments to Fair Housing Choice. As a Community, McCook will need to identify, discuss and establish a plan to eliminate all barriers and impediments to fair housing choice in the City. All sectors of the Community, both public and private, should play a role in this process. This would include the involvement of City Government, schools, churches and the local business sector.

- ♦ **Action Step 1:** Address the following, primary impediments to fair housing choice in McCook. *For Owner Households - Housing Prices, Excessive Down Payment and Closing Costs and Cost of Insurance. For Renter Households - Lack of Available Decent Rental Units in the Price Range, Excessive Application Fees and/or Rental Deposit and Attitudes of Landlords and Neighbors.*
- ♦ **Action Step 2:** The City of McCook should update and continue to enforce its Fair Housing Policy, to insure all current and future residents of the Community do not experience any discrimination in housing choice.



Additionally, the use of TIF for this Project is supported by the McCook Comprehensive Development Plan:

EDUCATION AND COMMUNITY/ECONOMIC DEVELOPMENT

Goal 3: Community Development.

Action Step 1: Encourage local reinvestment in McCook by both the public and private sectors. Provide infrastructure and needed amenities to support future growth of commercial, industrial and residential areas...

Action Step 3: Utilize all available public programs of financing in funding development and redevelopment programs...

The existing land use map and future land use map from the McCook Comprehensive Plan are included for reference in this Redevelopment Plan. The future land use of the site is designated for commercial use, so the Project conforms to the future land use designation of the Project Site.

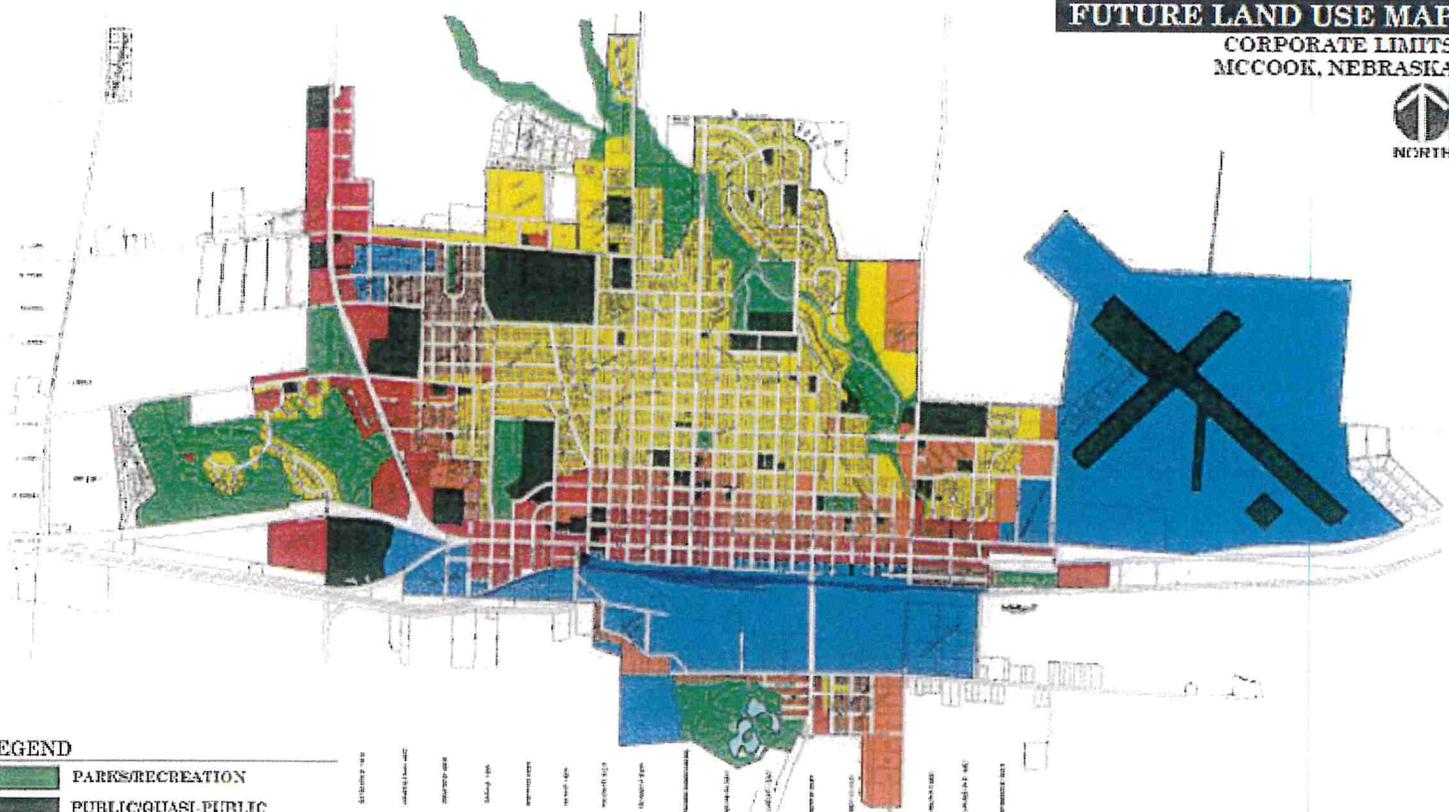
Note: This section is not a comprehensive analysis of the Project's conformance with the McCook Comprehensive Plan, but is meant to highlight and summarize the key points on this topic.

Additional Project Information from MEDC

MEDC has represented that without the use of TIF, this Project would not be feasible and MEDC could not develop this Project on the Project Site. MEDC has been unable to locate a developer to undertake the Project without the use of tax increment financing to assist with the costs of the public improvements. MEDC has further represented that it does not intend to file an application with the Department of Revenue to receive tax incentives under the Imagine Act in connection with this Project.

The CDA will need to approve a redevelopment agreement for the implementation of this Project. The exact details of the Project will be finalized in the redevelopment agreement but the Project will conform to this Plan. No amendment to this Plan is anticipated unless there is a substantial modification to the Plan, as defined in the Act.

**FUTURE LAND USE MAP
CORPORATE LIMITS
MCCOOK, NEBRASKA**



- LEGEND**
- PARKS/RECREATION
 - PUBLIC/QUASI-PUBLIC
 - SINGLE FAMILY RESIDENTIAL
 - MULTIFAMILY RESIDENTIAL
 - MOBILE HOME RESIDENTIAL
 - COMMERCIAL
 - INDUSTRIAL
 - RAILROAD CORRIDOR
 - CORPORATE LIMIT LINE

HANNA-KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH
 * Lincoln, Nebraska * 402.464.8382 *

ILLUSTRATION 4.4

EXHIBIT "A"
Legal Description of the Project Site

The Project Site is a portion of Parcel ID 001002000 generally located near W. 7th Street and W. R Street, in the City of McCook, Nebraska and legally described as follows:

Part of Blocks 2 and 3, Original Clary Subdivision, City of McCook, Red Willow County, Nebraska

The Project Site shall also include such portions of the adjacent parcel ID 000289904 as necessary to obtain public access to West 7th Street.

The exact legal description shall be confirmed in the redevelopment agreement for the project upon the subdivision and replatting of the existing property and the determination of the property needed for public right of way, but the Project Site shall be located in the area depicted below:

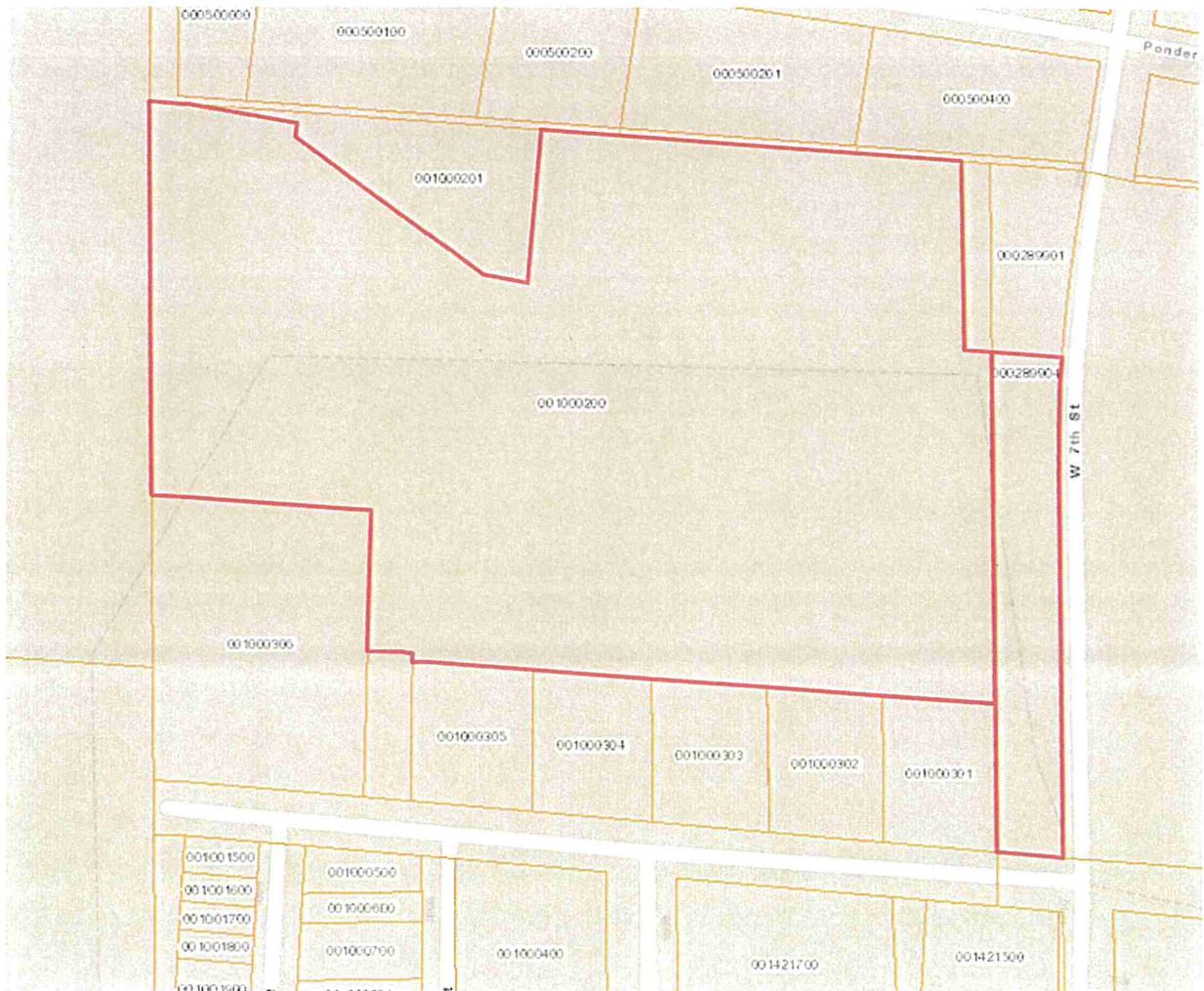


Exhibit "B"
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. MEDC owns the Project Site and intends to convey the Project Site to a developer in connection with the Project. Upon development, the lots and the homes built will be sold to third party homeowners.

B. Population Density

The proposed development on the Project Site is the construction of a residential subdivision and the infrastructure necessary to support residential development. The Project will increase the population density in the project area. However, this additional housing is desired by the City and conforms to the Comprehensive Plan. There is a desire for population growth in the City and a need for housing to support said population growth.

C. Land Coverage

The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City. The Project Site shall be subdivided and platted for residential development. Redeveloper will be required to obtain a building permit for each lot in compliance with local zoning regulations prior to the construction of any private improvements. While the final plat has not been approved and the specific size and location of the private improvements have not been finalized, this Plan does not create any entitlements with respect to platting and building permits, and the redeveloper must obtain all necessary permits required by the City for the Project.

D. Traffic Flow, Street Layouts, and Street Grades

The Project will not negatively impact traffic flow, street layouts, and street grades. The public improvements for the Project will include the necessary street improvement for the Project Site. These public improvements shall benefit the Project and support additional traffic created by this Project.

E. Parking

The Project will be required to meet or exceed the parking requirements for each lot as set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is currently zoned for residential development and the Project is a permitted use in the applicable zoning district. The project site will need to be subdivided for the Project, and such subdivision approval shall be Redeveloper's responsibility to obtain. No other zoning change is anticipated. Redeveloper shall be responsible for all subdivision, zoning, building permit, and other approvals necessary

for the project, and approval of the Project shall not be deemed to be approval of any other said required approvals.

Exhibit "C"
Cost-Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the North Pointe Redevelopment Project, as described in the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing ("TIF") funds authorized by Neb. Rev. Stat. §18-2147.

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the 15 year tax shift is as follows:

a.	Redevelopment Project Valuation:	\$69,543
b.	Projected Completed Project Assessed Valuation:	\$5,069,543
c.	Projected Tax Increment Base:	\$5,000,000
d.	Estimated Tax Levy:	1.922795
e.	Annual Projected Tax Shift:	\$96,140

The Annual Projected Tax Shift is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2020 levy rate. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period.

The Annual Projected Tax Shift analysis set forth above assumes a full buildout in year one of the project. This is unlikely to occur, and the project will more likely be completed in phases. The project will be approved for up to five phases over five years. The phasing does not change the overall tax shift or the approved TIF amount, but only affects the timing of the tax shift.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

No substantial negative effects are anticipated on the public infrastructure and community public service needs. There is currently insufficient public infrastructure serving the Project Site. The Project will require extensive infrastructure improvements. The Project will authorize up to \$1,400,000 in TIF to assist with the cost of constructing the necessary public infrastructure improvements to serve this area. Redeveloper will pay the rest of the costs of the

public improvements. Therefore, the City infrastructure will be expanded at no cost to the City. The Project will be required to include the construction of all public infrastructure improvements necessary for this Project, so the Project will not have a material adverse effect on any community public services.

MEDC anticipates expenditures of approximately \$6,775,000 for the Project. It is anticipated that up to \$1,400,000 of the public improvements will be financed with the proceeds of the TIF generated by the private improvements on the Project Site. The projected uses of the TIF Indebtedness, which will be refined in the Redevelopment Agreement for this Project, are set forth in the Redevelopment Plan for the Project. All expenditures financed by the TIF Indebtedness shall be eligible under the Community Redevelopment Law.

b. Local Tax impacts (in addition to impacts of tax shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth through sales tax paid by the new residents of the housing units on the Project Site. Additionally, the residents will pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create additional housing units in the City. This is viewed as a positive impact for employers, as additional housing is needed in the City for employees. There is a housing shortage in the City and therefore a labor shortage as well. Without an adequate housing stock, businesses are unlikely to expand or relocate to the area.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

As stated in Section 3, above, the Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. There is a housing shortage in McCook and housing is needed for working or businesses cannot hire additional employees. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. In addition to the general benefits of the needed additional housing already mentioned, the Project should also generally increase the need for services and products from existing businesses as the new residents will require typical goods and services from local businesses.

5. Impacts on the student populations of school districts within the City:

It is not anticipated that the Project will have a material adverse impact on the student populations of the school district within the City. The school has capacity for additional students that would result from 25 additional homes, and there is a general desire in the City to create population growth. The population of the City has been steady or decreasing for some time, and the additional housing needed to help with this problem has not been able to be addressed without the assistance of TIF, so any tax shift must be considered acceptable to achieve the desired population growth in the school and in the City.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Project will create additional infrastructure that will not only benefit the Project Site, but the adjacent areas of the Redevelopment Area. The Project may be a catalyst to further development in the area around the Project Site. As stated in the Plan, all residential construction in the City in the past couple of years has been high end homes or LITHC projects. This Project is intended to help address the problem of the "missing middle" and create workforce homes which cannot be done without TIF. The TIF will decrease the lot price on each of the 25 homes by more than \$50,000, which is necessary to create affordable market rate housing.

This Project would not occur without TIF, and the Project Site cannot be developed for any purpose without the infrastructure that will be created as part of this project. MEDC has stated that the approval of this Plan is necessary to create the incentive to help find a developer to undertake the Project. MEDC has been unsuccessful in developing the Project up to this point, and this Plan will be an important factor to help create additional housing in the Redevelopment Area.

7. Summary of Findings:

The Project will facilitate the redevelopment of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The Project will help bring additional workforce housing to the City. The benefits outweigh the costs of the proposed Project.

McCook Planning Commission
October 11, 2021
5:15 P.M. Central

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

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

Absent: Commissioners Bradley, Dueland.

City Officials present: City Manager Schneider, City Attorney Mustion (excused 6:05 P.M.), City Clerk Doak.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 7, 2021, 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 13, 2021 regular Planning Commission meeting.

Motion to approve the minutes of the September 13, 2021 regular Planning Commission meeting. This motion, made by Hilker and seconded by Vosburg, passed.

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

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - regarding the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook, said property legally described as Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska (ie. Red Willow County, Nebraska Parcel ID's 001295200 and 001295300) and land located in Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 000289901, 000289904, and 000289905).

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding the review and consideration of the addition of certain property

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to Redevelopment Area #3 for the City of McCook, said property legally described as Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska (ie. Red Willow County, Nebraska Parcel ID's 001295200 and 001295300) and land located in Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 000289901, 000289904, and 000289905), with the City Attorney to act as hearing officer. This motion, made by Vosburg and seconded by Friehe, passed.

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

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the October 11, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 page); Exhibit #3 - copies of notices mailed certified to the required government entities (16 pages); Exhibit #4 - proposed Resolution No. PC 2021-01 (2 pages); and Exhibit #5 - Amendment to Redevelopment Area #3 of the City of McCook, Nebraska (12 pages).

City Manager Schneider stated that two additions of land to Redevelopment Area #3. Land 1 is along East 11th Street, behind the Kelley Creek Apartments and Land 2 is along East 7th Street north of "Q" and south of the Countryside Estates and then reviewed the information contained in Exhibit #1.

Andy Long, McCook Economic Development Director, was present to address any questions from the Commission.

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

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

2.B. Approve Resolution No. PC 2021-01, making a recommendation to McCook City Council, amending Redevelopment Area #3 by adding additional property to Redevelopment Area #3.

Motion to approve Resolution No. PC 2021-01, making a recommendation to McCook City Council, amending Redevelopment Area #3 by adding additional property to Redevelopment Area #3. This motion, made by McDowell and seconded by Vosburg, passed.

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

2.C. Public Hearing - Regarding the implementation of a Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of

receiving public comment regarding the implementation of a Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Kurt and seconded by Ron passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 11, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 pages); Exhibit #3 - copies of the notices mailed certified to the required governmental entities (16 pages); Exhibit #4 - proposed Resolution No. PC 2021-02 (2 pages); and Exhibit #5 - Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook (17 pages).

City Manager Schneider reviewed the information presented in Exhibit #1; and Exhibit "B" - Statutory Elements, Exhibit "C" - Cost-Benefit Analysis, and the estimated TIF uses on page 4, all part of the Redevelopment Plan for the North Pointe Redevelopment Project.

Andy Long, McCook Economic Development Director, was present to address any questions from the Commission.

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

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

2.D. Approve Resolution No. PC 2021-02, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the North Pointe Redevelopment Project.

Motion to approve Resolution No. PC 2021-02, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the North Pointe Redevelopment Project. This motion, made by Vosburg and seconded by McDowell, passed.

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

2.E. Public Hearing - Regarding the implementation of an Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding the implementation of an Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Kurt and seconded by Friehe, passed.

Vosburg: YEA, Hilker: YEA, Bradley: ABSENT, Davidson: YEA, Dueland: ABSENT, Friehe:

YEA, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: YEA
YEA: 8, NAY: 0, ABSENT: 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 11, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 pages); Exhibit #3 - copies of the notices mailed certified to the required governmental entities (16 pages); Exhibit #4 - proposed Resolution No. PC 2021-03 (2 pages); and Exhibit #5 - Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska (14 pages).

City Manager Schneider reviewed the information presented in Exhibit #1; and Exhibit "B" - Statutory Elements, Exhibit "C" - Cost-Benefit Analysis, and the estimated TIF uses on page 4, all part of the Amendment to the Quillan Court Redevelopment Plan.

Andy Long, McCook Economic Development Director, was present to address any questions from the Commission.

Motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Lyons, passed.

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

2.F. Approve Resolution No. PC 2021-03, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the Amendment to the Quillan Court Redevelopment Plan.

Motion to approve Resolution No. PC 2021-03, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the Amendment to the Quillan Court Redevelopment Plan. This motion, made by Vosburg and seconded by Hilker, passed.

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

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 6:16 P.M.

Lea Ann Doak
City Clerk/Recording Secretary

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM NO. __ Public Hearing - Regarding the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook, said property legally described as Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 001295200 and 001295300) and land located in Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 000289901, 000289904, and 000289905).

ITEM NO. __ Public Hearing - Regarding a Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

ITEM NO. **2.C** Public Hearing - Regarding the implementation of an Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.

BACKGROUND:

There are three items before the McCook City Council for consideration: 1) Amendment to Redevelopment Area #3 of the City of McCook, Nebraska; 2) Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska; and 3) Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.

1) Amendment to Redevelopment Area #3 of the City of McCook, Nebraska.

The McCook Economic Development Corporation owns two parcels of property that are adjacent to Redevelopment Area #3. MEDC would like to extend Redevelopment Area #3 to include the two parcels of land. The first parcel of property is located adjacent to East 11th Street, just south and west of the Kelley Creek Apartments. The second parcel of property is located adjacent to West 7th Street and is located on the east side of the Clary Subdivision. A map illustrating the exact location of the two areas is included with these materials. Under the Nebraska Community Development Law (the "Act"), land cannot be added to an existing community redevelopment area unless (1) the additional land is declared blighted or substandard within the meaning of the Act or (2) the additional land is reasonably necessary to accomplish the implementation of the existing redevelopment plan. This second prong was added as an allowable modification as a result of a Nebraska Supreme Court decision, *Fitzke v. City of Hastings*, 255 Neb. 46, 61 (1998). The proposed amendment incorporates both prongs of the test.

With respect to the land located adjacent to East 11th, the larger parcel is landlocked (Parcel ID 001295200) and can only be developed through the use of current city right of way (Parcel ID 001295300). A breakdown of the blight related deficiencies for the land located adjacent to East 11th are included in the Amendment to Redevelopment Area #3 starting on page 6. Additionally, applying the Fitzke test to the property adjacent to East 11th Street, the property at issue cannot be properly developed but for including the area in Redevelopment Area #3. The land would be suitable for residential development, however, such development is stymied by the fact that it was not originally included in Redevelopment Area #3. The property should have been included in Redevelopment Area #3 in order to accomplish the goals of the existing redevelopment area.

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With respect to the land located adjacent to West 7th Street, all three lots proposed to be blighted touch West 7th Street. Under the first prong of the redevelopment test, without a blight designation, there will continue to be a defective or inadequate street layout. Over the past few years, action has been taken to develop Clary Subdivision. In order to properly develop the land located within Clary Subdivision, there must be street access to West 7th Street. This must occur to assure there is proper ingress and egress for safety vehicles and solid refuse vehicles. The lack of West 7th Street ingress and egress could endanger life or property due to fire or other safety hazards. Additionally, under the Fitzke test, adding the three lots adjacent to West 7th Street is reasonably necessary to accomplish the implementation of the existing redevelopment plan. The Clary Subdivision area has seen an up-tick in residential development over the course of the last five years. In order to continue with necessary residential development projects, the three parcels at issue need to be added to Redevelopment Area #3 in order to provide proper infrastructure to continue needed community development.

2) Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

In 2013, a Redevelopment Plan was passed by the City of McCook which paved the way for the use of Tax Increment Financing (TIF) for the first phase of the North Pointe Project. As a result of the Plan, six residential properties were built in the Clary Subdivision. The properties are all located north of West R Street. There are similar plans for residential construction north of the first phase. In order to use TIF on any future redevelopment projects in this area, a second Redevelopment Plan is necessary. The purpose of the newly proposed Redevelopment Plan is to identify specific property within the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions. The Project Site is currently vacant and requires substantial public infrastructure improvements to be developable. Due to the lack of public infrastructure, the Developer (ie. MEDC) has been unable to attract a builder or developer to undertake any residential development on the Project Site. At a minimum, public water, sanitary sewer, and streets must be extended to the Project Site. In accordance with the Nebraska Community Development Act, the City of McCook has reviewed MEDC's request in conjunction with the statutory criteria required to proceed with a redevelopment project (see Exhibit "B" - Statutory Elements). Based on the City's review, the approval of this Redevelopment Plan will not have negative consequences for the area at issue. As part of the Redevelopment Plan, a cost-benefit analysis has been conducted. The projection contained within the analysis is a rough estimate and an amendment to the Redevelopment Plan may be necessary as project discussions continue. MEDC has visioned a residential construction project that would yield 25 new residences within the Clary Subdivision. Assuming a valuation of \$200,000 for each of the 25 homes, the projected final valuation for the Project would be approximately \$5,069,543. The current valuation of the land at issue is \$69,543. The projected tax increment base is \$5,000,000. At the estimated tax levy of 1.922795, the projected annual tax shift is \$96,140. These funds would be available to pay down the qualifying expenses included in a Tax Increment Financing Bond. Some of the qualifying expenses include streets, water, and sewer projects.

3) Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.

In 2015, a Redevelopment Plan was passed by the City of McCook which paved the way for the use of TIF for the Quillan Court Project. As a result of the Plan, 16 new housing units were built in the Clary Subdivision. An area in the southwest portion of the Quillan Courts project was not utilized for the building project at the time. Since 2015, the MEDC has split the

lot into two lots. MEDC would like to construct two residential properties, one on each lot. In order to assist with the project, TIF can be used. The proposed Amendment to the Quillan Court Redevelopment Plan contemplates separating the previously constructed project from the newly proposed project. As was mentioned with respect to the North Pointe Redevelopment Plan, the City of McCook has reviewed the Plan in conjunction with the statutory elements found within the Nebraska Community Development Act. Staff believes the project can occur without negatively impacting the surrounding neighborhood. Additionally, a cost-benefit analysis has been completed in order to determine whether the Redevelopment Plan would generate funds to satisfy a TIF Bond. The current valuation of the property at issue is \$11,421. It is estimated that the projected completed project assessed valuation will be \$236,172, for a projected tax increment base of \$224,751. At the current tax levy, the annual projected tax shift would be \$4,322 annually that could be used to pay toward the bond. There is \$42,957 of TIF eligible expenditures that could be offset by the annual tax payments.

At the October 11, 2021 McCook Planning Commission meeting, the Planning Commission unanimously voted to recommend approval of all three items to the McCook City Council.

APPROVALS:

Nathan A. Schneider

October 14, 2021

Nathan A. Schneider, City Manager

Lea Ann Doak

October 14, 2021

Lea Ann Doak, City Clerk

NOTICE OF PUBLIC HEARING

Public notice is hereby given by the Mayor and City Council of three public hearings that will be held at 5:30 P.M. on Monday, October 18, 2021, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, 505 West "C" Street, McCook, NE 69001.

1. The purpose of one hearing is to obtain public comment prior to the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook. The property that is the subject of this notice and of the public hearings generally consists of:

- (a) the East 11th Street right of way adjacent to the existing Redevelopment Area #3 and the property owned by the City of McCook and the McCook Economic Development Corporation near said section of East 11th Street, in the City of McCook, Nebraska (Parcel IDs 001295200 and 001295300) and legally described as follows:

Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska.

- (b) the West 7th Street right of way between "Q" Street and Spruce Street and the two parcels located between West 7th Street and the existing Redevelopment Area #3, in the City of McCook, Nebraska (Parcel IDs 000289901 and 000289904) and legally described as follows:

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

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

And

Referring to the NW corner of Block 10, Egan Park Addition to the City of McCook, thence westerly 66.24 feet to a point on the west right-of-way line of Seventh Street West which is the Point of Beginning.

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Thence N00°27'00"W along the west right-of-way line of Seventh Street West a distance of 602.74 feet to the beginning of a curve;

Thence northeasterly along a curved line which is the west right-of-way of Seventh Street West having a radius of 1465.40 feet, through a central angle of 9°20'00" a distance of 238.71 feet to a point;

Thence N08°52'00"E along the west right-of-way line of Seventh Street West a distance of 98.7 feet to a point on the south line of Henton's Second Addition which is 10.03 feet southwesterly of the SE corner of Lot 5, Block 1;

Thence N85°33'00"W along the south line of Henton's Second Addition to the NE corner of Clary Subdivision a distance of 116.8 feet to a point;

Thence S00°27'00"E along the east line of Clary Subdivision a distance of 933.4 feet to the SE corner of Clary Subdivision;

Thence S85°33'00"E a distance of 81.2 feet to the Point of Beginning in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska,

EXCEPT

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

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

2. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, which would remove one parcel from the Quillan Courts Redevelopment Area and create a new specific redevelopment project on said parcel. The property that is the subject of this notice and of the public hearings is generally located at the corner of West 7th Street and West "R" Street and is identified as Parcel ID 001002100 in the City of McCook, Nebraska and legally described as follows:

Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

3. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, including a

specific redevelopment project. The property that is the subject of this notice and of the public hearings is a portion of Parcel ID 001002000 generally located near West 7th Street and West "R" Street, in the City of McCook, Nebraska and legally described as follows:

Part of Blocks 2 and 3, Original Clary Subdivision, City of McCook, Red Willow County, Nebraska

All interested parties shall be afforded at the public hearings a reasonable opportunity to express their views regarding the subjects of the hearings. A map of the redevelopment area and a copy of the cost-benefit analysis for each proposed project shall be maintained at the office of the City Clerk.

-s- Lea Ann Doak
City Clerk-Treasurer

Publish: October 1 and 8, 2021.

COPIES OF NOTICES MAILED TO:

McCook Community College
President
1205 East 3rd
McCook, NE 69001

Chairman of the Board
Educational Service Unit No 15
344 Main
PO Box 398
Trenton, NE 69044

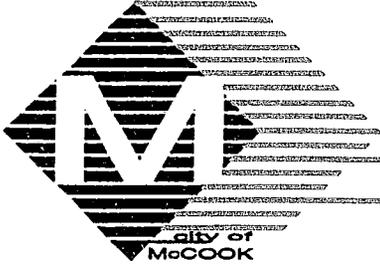
Chairman of the Board
Middle Republican NRD
222 Center Ave
PO Box 47
Curtis, NE 690025-0047

Earl McNutt, Chairman
Red Willow County Commissioners
502 Norris Avenue
McCook, NE 69001

Tom Bredvick, President
McCook School District
600 West 7th
McCook, NE 69001

EXHIBIT #3

PAGE(S) - 16



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461



October 5, 2021

CERTIFIED MAIL
McCook Community College
President
1205 East 3rd
McCook, NE 69001

Re: **NOTICE OF PUBLIC HEARING**

Public notice is hereby given by the Mayor and City Council of three public hearings that will be held at 5:30 P.M. on Monday, October 18, 2021, in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, McCook, Nebraska. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, 505 West "C" Street, McCook, NE 69001.

1. The purpose of one hearing is to obtain public comment prior to the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook. The property that is the subject of this notice and of the public hearings generally consists of:

- (a) the East 11th Street right of way adjacent to the existing Redevelopment Area #3 and the property owned by the City of McCook and the McCook Economic Development Corporation near said section of East 11th Street, in the City of McCook, Nebraska (Parcel IDs 001295200 and 001295300) and legally described as follows:

Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska

- (b) the West 7th Street right of way between "Q" Street and Spruce Street and the two parcels located between West 7th Street and the existing Redevelopment Area #3, in the City of McCook, Nebraska (Parcel IDs 000289901 and 000289904) and legally described as follows:

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

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

And

Referring to the NW corner of Block 10, Egan Park Addition to the City of McCook, thence westerly 66.24 feet to a point on the west right-of-way line of Seventh Street West which is the Point of Beginning.

Thence N00°27'00"W along the west right-of-way line of Seventh Street West a distance of 602.74 feet to the beginning of a curve;

Thence northeasterly along a curved line which is the west right-of-way of Seventh Street West having a radius of 1465.40 feet, through a central angle of 9°20'00" a distance of 238.71 feet to a point;

Thence N08°52'00"E along the west right-of-way line of Seventh Street West a distance of 98.7 feet to a point on the south line of Henton's Second Addition which is 10.03 feet southwesterly of the SE corner of Lot 5, Block 1;

Thence N85°33'00"W along the south line of Henton's Second Addition to the NE corner of Clary Subdivision a distance of 116.8 feet to a point;

Thence S00°27'00"E along the east line of Clary Subdivision a distance of 933.4 feet to the SE corner of Clary Subdivision;

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EXCEPT

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2. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, which would remove one parcel from the Quillan Courts Redevelopment Area and create a new specific redevelopment project on said parcel. The property that is the subject of this notice and of the public hearings is generally located at the corner of West 7th Street and West "R" Street and is identified as Parcel ID 001002100 in the City of McCook, Nebraska and legally described as follows:

Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

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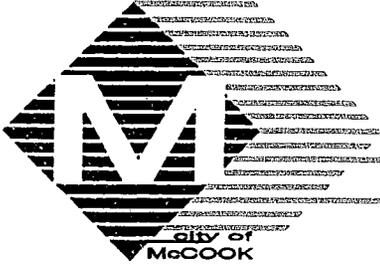
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All interested parties shall be afforded at the public hearings a reasonable opportunity to express their views regarding the subjects of the hearings. A map of the redevelopment area and a copy of the cost-benefit analysis shall be maintained at the office of the City Clerk.

Respectfully,



Lea Ann Doak
City Clerk-Treasurer



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



October 5, 2021

CERTIFIED MAIL
Chairman of the Board
Educational Service Unit No 15
344 Main
PO Box 398
Trenton, NE 69044

Re: **NOTICE OF PUBLIC HEARING**

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Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

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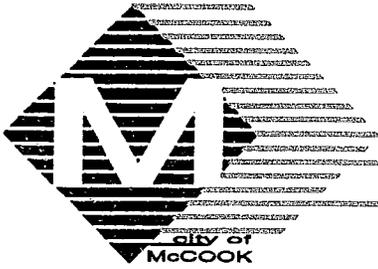
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Respectfully,



Lea Ann Doak
City Clerk-Treasurer



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461



October 5, 2021

CERTIFIED MAIL
Chairman of the Board
Middle Republican NRD
222 Center Ave
PO Box 47
Curtis, NE 690025-0047

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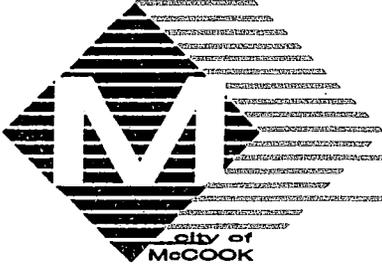
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Respectfully,



Lea Ann Doak
City Clerk-Treasurer



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

October 5, 2021

CERTIFIED MAIL

Earl McNutt, Chairman
Red Willow County Commissioners
502 Norris Avenue
McCook, NE 69001

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October 5, 2021

CERTIFIED MAIL

Tom Bredvick, President
McCook School District
600 West 7th
McCook, NE 69001

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Referring to the NW corner of Block 10, Egan Park Addition to the City of McCook, thence westerly 66.24 feet to a point on the west right-of-way line of Seventh Street West which is the Point of Beginning.

Thence N00°27'00"W along the west right-of-way line of Seventh Street West a distance of 602.74 feet to the beginning of a curve;

Thence northeasterly along a curved line which is the west right-of-way of Seventh Street West having a radius of 1465.40 feet, through a central angle of 9°20'00" a distance of 238.71 feet to a point;

Thence N08°52'00"E along the west right-of-way line of Seventh Street West a distance of 98.7 feet to a point on the south line of Henton's Second Addition which is 10.03 feet southwest of the SE corner of Lot 5, Block 1;

Thence N85°33'00"W along the south line of Henton's Second Addition to the NE corner of Clary Subdivision a distance of 116.8 feet to a point;

Thence S00°27'00"E along the east line of Clary Subdivision a distance of 933.4 feet to the SE corner of Clary Subdivision;

Thence S85°33'00"E a distance of 81.2 feet to the Point of Beginning in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska,

EXCEPT

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

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

along a curve having a radius of 2108 feet, a distance of 153.32 feet, thence S00°34'20"E a distance of 479.68 feet, thence N85°38'36"W a distance of 81.20 feet to the Point of Beginning

2. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, which would remove one parcel from the Quillan Courts Redevelopment Area and create a new specific redevelopment project on said parcel. The property that is the subject of this notice and of the public hearings is generally located at the corner of West 7th Street and West "R" Street and is identified as Parcel ID 001002100 in the City of McCook, Nebraska and legally described as follows:

Lot 7, Block 2, Clary Subdivision Replat #2, City of McCook, Red Willow County, Nebraska

3. The purpose of one hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for the City of McCook, including a specific redevelopment project. The property that is the subject of this notice and of the public hearings is a portion of Parcel ID 001002000 generally located near West 7th Street and West "R" Street, in the City of McCook, Nebraska and legally described as follows:

Part of Blocks 2 and 3, Original Clary Subdivision, City of McCook, Red Willow County, Nebraska

All interested parties shall be afforded at the public hearings a reasonable opportunity to express their views regarding the subjects of the hearings. A map of the redevelopment area and a copy of the cost-benefit analysis shall be maintained at the office of the City Clerk.

Respectfully,



Lea Ann Doak
City Clerk-Treasurer

**AMENDMENT TO THE QUILLAN COURT REDEVELOPMENT PLAN
OF THE CITY OF MCCOOK, NEBRASKA**

(MEDC INFILL HOUSING PROJECT)

Introduction

The City of McCook, Nebraska ("City") has undertaken a plan of redevelopment within the community pursuant to the adoption of the Quillan Courts Redevelopment Plan for the City of McCook, as amended (the "Redevelopment Plan"). The Redevelopment Plan was approved by the City Council in 2016. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), the City created the Community Development Authority of the City of McCook ("CDA"), which has administered the Redevelopment Plan for the City.

The purpose of this Plan Amendment is to: (i) identify specific property within the redevelopment area identified in the Redevelopment Plan that needs to be removed from the Quillan Courts Redevelopment Area and (ii) identify a new redevelopment project to be undertaken on said property to cause the removal of blight and substandard conditions on the property.

The Project Site

The property to be removed from the Quillan Courts Redevelopment Project area is identified as Parcel ID 001002100 in the City of McCook, Nebraska and legally described on the attached and incorporated Exhibit "A" (the "Project Site"). The Project Site located within the Redevelopment Area and has been declared blighted and substandard. The Project Site is in need of redevelopment. The Quillan Courts Redevelopment Project has been implemented and undertaken in 2016, but the Project Site was never developed in connection with said Project. As such, the Project Site remains in blighted and substandard condition and remains in need of redevelopment.

The CDA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of

sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. The blighted condition of the Project Site has contributed to its inability to attract development. The conditions of the Project Site and other data set forth in the Redevelopment Plan with respect to the Project Site are incorporated herein.

McCook Economic Development Corporation (“MEDC”) is the owner of the Project Site and desires to promote residential development on the Project Site. However, the Project Site needs additional public infrastructure improvements to undertake any development on the Project Site. At a minimum, public water, sanitary sewer, and electrical infrastructure must be extended to the Project Site.

In order to support private development, the Project Site requires the utilization of tax increment financing to assist with the cost of the public improvements needed to develop the Project Site. Therefore, the first step that must be taken by the CDA is to remove the Project Site from the Quillan Courts Redevelopment Area to allow the redevelopment project described herein to be implemented. No private development has occurred on the Project Site. As shown on the 5 year tax history of the Project Site, set forth below, only a nominal increase in the tax amount and the tax increment generated on the Project Site has been de minimus:

5 Year Tax History					
Year - Statement #	Payment Date	Receipt #	Tax Amt.	Interest	Total Payment
2020-8273	4/28/2021	5243	\$199.86	\$0.00	\$199.86
2020-8301	4/28/2021	5242	\$8.08	\$0.00	\$8.08
2019-4592	4/21/2020	16764	\$8.04	\$0.00	\$8.04
2019-4593	4/21/2020	16765	\$198.40	\$0.00	\$198.40
2018-65311	8/26/2019	9107	\$3.96	\$0.00	\$3.96
2018-5311	8/26/2019	9107	\$97.91	\$0.00	\$97.91
2018-5311	4/19/2019	3246	\$97.91	\$0.00	\$97.91
2018-65311	4/19/2019	3246	\$3.96	\$0.00	\$3.96
2017-5289	8/20/2018	8939	\$94.91	\$0.00	\$94.91
2017-5289	4/30/2018	5007	\$94.91	\$0.00	\$94.91
2016-5253	1/13/2017	455	\$189.26	\$0.00	\$189.26

Pursuant to this Plan Amendment, the CDA shall take all actions necessary to remove the Project Site from the existing Quillan Courts Redevelopment Area so that a new redevelopment project may be undertaken on the Project Site and a new notice to divide taxes may be filed on the Project Site.

Description of the Project

The project under consideration will consist of the construction of an approximately 1,370 square foot single family residential dwelling unit and related public improvements located in the Redevelopment Area (the "Project"). There is a strong need in the City for additional housing and MEDC is working to help satisfy this need, but the site does not have adequate infrastructure and the cost to develop is currently prohibiting any development. MEDC has obtained a state trust fund grant to construct the home, but the maximum sales price for the home subject to said grant is \$255,000. The estimated cost of construction of the home on the Project is \$266,000. Without the availability of tax increment financing to assist with the cost of the public infrastructure improvements, MEDC does not believe that the Project Site will be developed.

MEDC has submitted a proposal for the Project and the redevelopment of the Project Site. The redevelopment of the Project Site pursuant to this Plan Amendment will help provide needed additional housing in the City, eliminate the current blight and substandard conditions of the Project Site, and further the purposes of the Act.

As part of the Project, the CDA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Such public improvements may include, but are not limited to site preparation, public infrastructure improvements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. MEDC shall be responsible for all other costs and expenses associated with the Project.

Construction of the Project is intended to commence in October 2021 and be completed in December 2021. The Base year for the Project is intended to be 2021 and the effective date for the Project is intended to be January 1, 2022.

Tax Increment Financing

The CDA contemplates the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of TIF Indebtedness pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project

valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body ("Base Tax Amount"); and

- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for Project Site will be set forth in the redevelopment agreement. It is anticipated that the CDA will issue one TIF note for the entire Project. Notwithstanding any provision herein to the contrary, all incremental tax revenues resulting from the Project shall only be divided and allocated for no more than the applicable 15-year increment period provided by the Act.

The 2021 value of the Project Site is \$11,421. Based upon a maximum sales price of \$255,000, the complete valuation will not likely be higher than \$255,000, and for the purposes of the TIF projections, MEDC is utilizing a projected completed valuation of the Project of approximately \$236,172.

Based upon the anticipated completed valuation of \$236,172 and a 5.0% interest rate for the TIF Note, the Project will yield TIF Indebtedness in the amount of approximately \$45,225.

Redeveloper estimates that the total Project costs shall be approximately \$266,000. Redeveloper shall be responsible for all project costs. Redeveloper shall also be responsible for the CDA's administrative fee and the City's cost of issuance related to the Project and the TIF Indebtedness, which costs are TIF-eligible expenses. Redeveloper has currently identified approximately \$43,000 TIF-eligible expenditures. The estimated TIF uses are set forth below:

CDA Administrative Fee	\$1,357
Cost of Issuance	\$6,000
Site Preparation	\$15,500
Water Infrastructure	\$3,500
Sanitary Sewer	\$2,000
Electrical Infrastructure	\$3,500
Façade Enhancements	\$11,100
Total estimated TIF uses:	\$42,957

All TIF uses identified above are estimated amounts and the actual TIF Uses shall be determined based upon actual costs and documented invoices for all eligible public uses. The list of TIF uses identified above is not exhaustive and additional documented eligible public uses may be considered by the CDA.

Statutory Elements

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. The consideration of the statutory elements under the Act for this Project is set forth in this Section.

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. MEDC owns the Project Site. Upon development, the lots and the homes built will be sold to third party homeowners.

B. Population Density

The proposed development on the Project Site is the construction of a residential dwelling unit and the infrastructure necessary to support residential development. The Project will minimally increase the population density in the project area. However, this additional housing is desired by the City and conforms to the Comprehensive Plan. There is a desire for population growth in the City and a need for housing to support said population growth.

C. Land Coverage

The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City. Redeveloper will be required to obtain a building permit in compliance with local zoning regulations prior to the construction of any private improvements.

D. Traffic Flow, Street Layouts, and Street Grades

The Project will not negatively impact traffic flow, street layouts, and street grades. The Project Site is adjacent to West 9th Street and Q Street and has sufficient public street infrastructure to support the Project.

E. Parking

The Project will be required to meet or exceed the parking requirements for each lot as set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is currently zoned for residential development and the Project is a permitted use in the applicable zoning district. No subdivision or zoning change is anticipated. Redeveloper shall be responsible for all subdivision, zoning, building permit, and other approvals necessary for the project, and approval of the Project shall not be deemed to be approval of any other said required approvals.

Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "B" and incorporated by this reference.

Comprehensive Plan

Several goals of the McCook, Nebraska Comprehensive Plan 2013–2023 (the "McCook Comprehensive Plan") will be furthered by this Project. Housing is a key component of the McCook Comprehensive Plan, including but not limited to the following sections:

HOUSING & RESIDENTIAL DEVELOPMENT

Goal 1: Community Housing Initiative. The City of McCook should implement a housing development initiative as a primary economic development activity. Such initiative should include the development of up to 279 new housing units by 2023, including an estimated 147 owner housing units and 132 new rental units. The development of up to 279 new housing units would add an estimated \$51 Million to the McCook property tax base. This Housing Initiative would provide current and future residents of the Community with access to a variety of safe, decent and affordable housing types for families and individuals of all age, household size and income sectors.

- ♦ **Action Step 1: Support the efforts of the McCook Economic Development Corporation-Housing Office (MEDC-HO) to encourage and monitor housing development in the City of McCook. The MEDC-HO should continue to work directly with both public and private sectors to encourage the development of specific housing programs to meet the needs of the Community's current and future residents, with emphasis on housing for young families, the local workforce, retirees and special populations. By 2023, the City of McCook will need to develop an estimated 81 owner units and 72 rental housing units for families and persons of younger age and 66 owner and 60 rental units for elderly individuals and households.**

The MEDC-HO has been active in housing rehabilitation with their purchase/rehab/resell down payment assistance programs, as well as homebuyer education courses. These programs will be vital towards future housing activities in McCook.

- ♦ **The MEDC-HO should be responsible for designing and implementing a Workforce Housing Assistance Program for local employees and a Continuum of Residential Retirement Program for older adults in the City.**

- ♦ **Action Step 2: Plan and implement an Employer's Housing Assistance Program to encourage major employers in the McCook area to become directly involved with assisting their employees in becoming homeowners in the Community of McCook. Assistance could include, but not be limited to, locating and negotiating the purchase of a house, providing funding assistance, etc. Funding assistance could be, for example, in the form of a \$5,000 to \$10,000 grant and/or low-interest loan to persons and families for closing costs, down payment, etc. These homebuyers could also be a participant in a first-time homebuyers program, funded by either/both the Nebraska Investment Finance Authority and the Nebraska Department of Economic Development.**
- ♦ **Two or more major employers should consider forming a limited partnership to develop affordable housing projects in McCook, utilizing available public and private funding sources.**
- ♦ **Action Step 3: Initiate a Continuum of (Housing) Residential Care Program in the Community of McCook directed at persons and families 55+ years of age. This Program would address several facets of elderly housing needs and development opportunities in McCook, including the increasing need for in-home services and home maintenance, repair and modification of homes occupied by elderly households in the Community and additional affordable housing, both owner and rental, with and without supportive services.**

Goal 2: New Housing Developments. New housing developments in the City of McCook should address the needs of both owner- and renter households, of all age and income sectors, of varied price products.

- ◆ **Action Step 1:** The City of McCook should identify up to 70 acres of land for new residential development to meet the estimated need for 279 additional housing units by 2023. The City should develop housing in both new and developed areas of the Community.
- ◆ **Action Step 2:** Build an estimated 20 units of owner housing for households of low- to moderate income, 85 units for moderate income households and an estimated 42 owner units for families and individuals of moderate- to upper income. Special attention should be given the construction of single family housing units for younger households and single family and patio and townhome units for older adults. New owner housing price products should range between \$135K to \$230K, depending on the type of housing units and the household income sector being targeted.
- ◆ **Action Step 3:** Build an estimated 72 rental housing units for persons and families of very-low- to moderate-income and an estimated 60 rental units for households of moderate- to upper-income. The elderly household population should be targeted for both the upper-income and very-low income rental units. Low- to moderate-income rental housing should be constructed for families.
- ◆ **Rental housing price products in McCook** should range in monthly rents from \$395 to \$795, depending on the size, number of bedrooms and the household income sector being served. Rental units of all types should be constructed in McCook, with emphasis on duplex rental units for both the elderly and younger households and single family units for younger, larger families. A rent to purchase option should be made available with new single family rental units.
- ◆ **Action Step 4:** One or two additional multifamily rental projects are recommended for the City of McCook, by 2023, to meet the housing needs of young, single workers in the Community. These projects should be designed and developed in a size and scale suitable for the neighborhood location. The development of a SRO (Single Room Occupancy) facility of eight to 16 units should be given consideration to house single persons in the local workforce.
- ◆ **Action Step 5:** The Community of McCook should strive to combine "new" services and shopping opportunities with "new" housing developments.
- ◆ **Action Step 6:** Future housing development programs in McCook should be concentrated in the western portion of City, west of Highway 83, north of the Municipal Golf Course, in areas to the north of "Q" Street east of Highway 83. Consider new, modern housing development types, such as housing in the Downtown and smaller subdivisions utilizing New Urbanism development concepts.
- ◆ **Action Step 7:** Several Downtown commercial buildings should be promoted for upper level housing to diversify the local housing market and emphasize the Downtown as a vibrant commercial and residential center. One example is the Keystone Business Center, where the top two floors should be considered for moderate- to upper-income housing units. A total of 52 units, 12 owner and 40 renter units, should be developed in Downtown McCook, by 2023.
- ◆ **Action Step 8:** New housing developments in the City of McCook should include the construction of housing that is complete in accessibility and use by persons and families with special needs.

Goal 3: Existing Owner and Rental Housing Stock. Housing rehabilitation programs and activities in the City of McCook should strive to protect and preserve the existing housing stock of the Community.

- ◆ **Action Step 1:** The Community of McCook should establish a housing rehabilitation program for both owner and rental housing units, with emphasis on meeting the housing rehabilitation needs of the elderly, low income families and housing occupied by persons with special needs.
- ◆ **Action Step 2:** As needed, the City should establish a policy of condemning and demolishing housing of a dilapidated condition, not cost effective to rehabilitate. The vacated lots could be set aside as part of a City-Wide Land Trust/Land Bank program to be used for future owner and rental housing development needs.

The former St. Catherine's Apartments facility should be demolished and the site planned for residential redevelopment.



- ◆ **Action Step 3:** The Community of McCook should continue to preserve housing of historical significance. Housing that is architecturally significant or for its association with persons or families who played key roles in the development and growth of the City adds to the character and uniqueness of McCook neighborhoods.



Goal 4: Financing Housing Development. The City of McCook and housing developers should consider both public and private funding sources to both construct new housing and maintain the existing housing stock.

- ◆ **Action Step 1:** The City should pursue State and Federal Grants to assist in financing housing rehabilitation, housing purchase, rehabilitate and resale and first-time homebuyers programs. The City and private builders should pursue such funding from the Nebraska Investment Finance Authority and Nebraska Department of Economic Development.
- ◆ **Action Step 2:** The City should utilize Tax Increment Financing to assist in the financing of new housing developments, specifically public facility and utility requirements.
- ◆ **Action Step 3:** Housing developers in McCook should be encouraged to pursue securing any and all available tools of financing assistance in the development of new housing projects in the Community. This assistance is available with the Nebraska Investment Finance Authority, Nebraska Department of Economic Development, USDA-Rural Development, Federal Home Loan Bank and the Department of Housing and Urban Development, in the form of grants, tax credits and mortgage insurance programs.



Goal 5: Impediments to Fair Housing Choice. As a Community, McCook will need to identify, discuss and establish a plan to eliminate all barriers and impediments to fair housing choice in the City. All sectors of the Community, both public and private, should play a role in this process. This would include the involvement of City Government, schools, churches and the local business sector.

- ♦ **Action Step 1:** Address the following, primary impediments to fair housing choice in McCook. *For Owner Households - Housing Prices, Excessive Down Payment and Closing Costs and Cost of Insurance. For Renter Households - Lack of Available Decent Rental Units in the Price Range, Excessive Application Fees and/or Rental Deposit and Attitudes of Landlords and Neighbors.*
- ♦ **Action Step 2:** The City of McCook should update and continue to enforce its Fair Housing Policy, to insure all current and future residents of the Community do not experience any discrimination in housing choice.



Additionally, the use of TIF for this Project is supported by the McCook Comprehensive Development Plan:

EDUCATION AND COMMUNITY/ECONOMIC DEVELOPMENT

Goal 3: Community Development.

Action Step 1: Encourage local reinvestment in McCook by both the public and private sectors. Provide infrastructure and needed amenities to support future growth of commercial, industrial and residential areas...

Action Step 3: Utilize all available public programs of financing in funding development and redevelopment programs...

The existing land use map and future land use map from the McCook Comprehensive Plan are incorporated by this reference.

Note: This section is not a comprehensive analysis of the Project's conformance with the McCook Comprehensive Plan, but is meant to highlight and summarize the key points on this topic.

Additional Project Information from the Redeveloper

MEDC has represented that without the use of TIF, this Project would not be feasible and MEDC could not develop this Project on the Project Site. MEDC has further represented that it does not intend to file an application with the Department of Revenue to receive tax incentives under the Imagine Act in connection with this Project.

EXHIBIT "A"

Legal Description of the Project Site

Lot 7, Block 2, Clary Subdivision Replat #3, City of McCook, Red Willow County, Nebraska.

The location of the Project Site is set forth below:

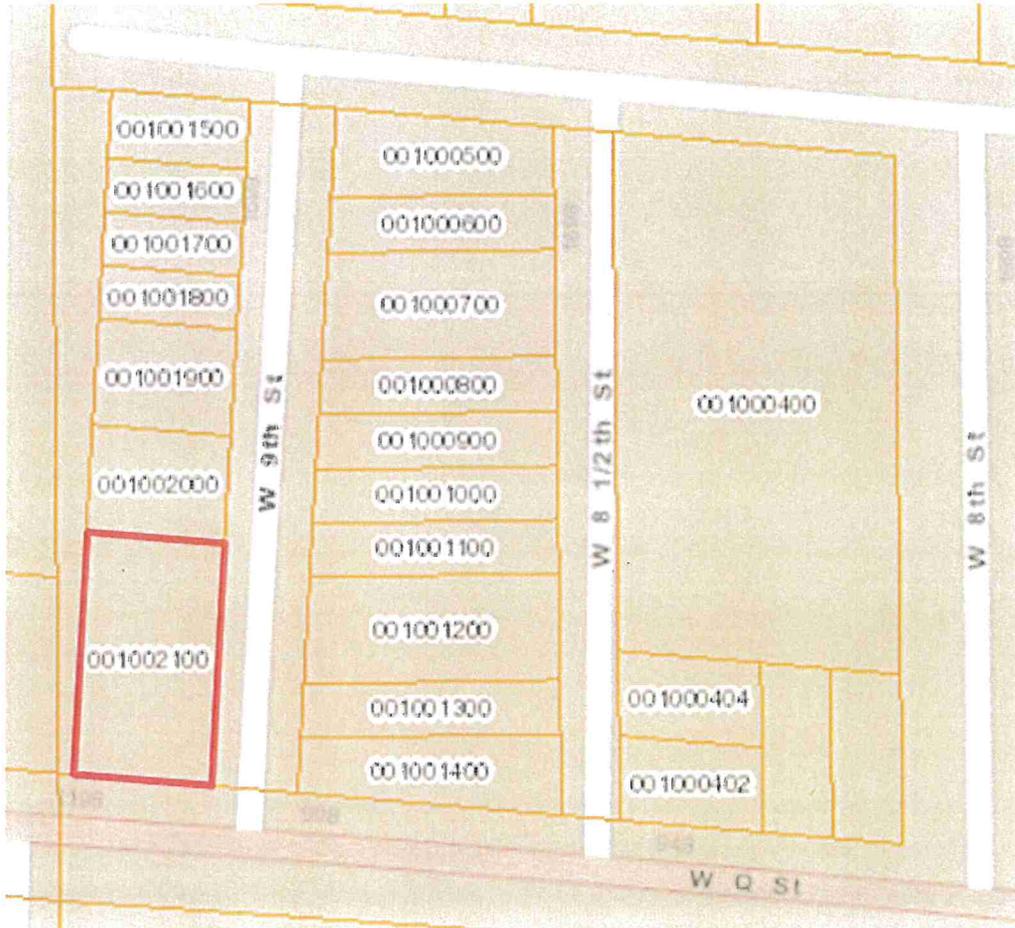


EXHIBIT "B"
Cost-Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the MEDC Infill Housing Redevelopment Project, as described in the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing ("TIF") funds authorized by Neb. Rev. Stat. §18-2147.

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the 15 year tax shift is as follows:

a.	Redevelopment Project Valuation:	\$11,421
b.	Projected Completed Project Assessed Valuation:	\$236,172
c.	Projected Tax Increment Base:	\$224,751
d.	Estimated Tax Levy:	1.922795
e.	Annual Projected Tax Shift:	\$4,322

The Annual Projected Tax Shift is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2020 levy rate. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

No substantial negative effects are anticipated on the public infrastructure and community public service needs. There is currently insufficient public infrastructure serving the Project Site. The Project will require infrastructure improvements. The Project will authorize up to \$45,225 in TIF to assist with the cost of eligible public improvements including the construction of the necessary public infrastructure improvements to serve this area. Therefore, the City infrastructure will be expanded at no cost to the City.

MEDC anticipates expenditures of approximately \$266,300 for the Project. It is anticipated that up to \$45,225 of the public improvements will be financed with the proceeds of the TIF generated by the private improvements on the Project Site. The projected uses of the TIF Indebtedness, which may be refined in the Redevelopment

Agreement for this Project, are set forth in the Redevelopment Plan for the Project. All expenditures financed by the TIF Indebtedness shall be eligible under the Community Redevelopment Law.

b. Local Tax impacts (in addition to impacts of tax shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth through sales tax paid by the new residents of the housing unit on the Project Site. Additionally, the residents will pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services. Since the Project consists of a single residential dwelling unit, all impacts will be minimal.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create one additional housing unit in the City. This is viewed as a positive impact for employers, as additional housing is needed in the City for employees. There is a housing shortage in the City and therefore a labor shortage as well. Without an adequate housing stock, businesses are unlikely to expand or relocate to the area.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

As stated in Section 3, above, the Project should have a positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. There is a housing shortage in McCook and housing is needed for working or businesses cannot hire additional employees. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. In addition to the general benefits of the needed additional housing already mentioned, the Project should also generally increase the need for services and products from existing businesses as the new residents will require typical goods and services from local businesses. Since the Project consists of a single residential dwelling unit, all impacts are deemed to be minimal.

5. Impacts on the student populations of school districts within the City:

It is not anticipated that the Project will have a material adverse impact on the student populations of the school district within the City. The Project consists of a single residential dwelling unit and the school has capacity for additional students. There is a general desire in the City to create population growth. The population of the

City has been steady or decreasing for some time, and the additional housing needed to help with this problem has not been able to be addressed without the assistance of TIF, so any tax shift must be considered acceptable to achieve the desired population growth in the school and in the City.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Project will create needed additional housing. The Project Site was previously part of the project area for the Quillan Courts redevelopment project, but the Project Site was not developed and remains vacant and underserved by public utilities. This Project will further the goals and benefits set forth in the Quillan Courts redevelopment project cost benefit analysis, and should be deemed to be a positive continuation of the CDA's plan for development of the redevelopment area.

7. Summary of Findings:

The Project will facilitate the redevelopment of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The Project will help bring additional workforce housing to the City. The benefits outweigh the costs of the proposed Project.

McCook Planning Commission
October 11, 2021
5:15 P.M. Central

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

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

Absent: Commissioners Bradley, Dueland.

City Officials present: City Manager Schneider, City Attorney Mustion (excused 6:05 P.M.), City Clerk Doak.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 7, 2021, 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 13, 2021 regular Planning Commission meeting.

Motion to approve the minutes of the September 13, 2021 regular Planning Commission meeting. This motion, made by Hilker and seconded by Vosburg, passed.

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

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - regarding the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook, said property legally described as Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska (ie. Red Willow County, Nebraska Parcel ID's 001295200 and 001295300) and land located in Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 000289901, 000289904, and 000289905).

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding the review and consideration of the addition of certain property

EXHIBIT #5

PAGE(S) - 4

to Redevelopment Area #3 for the City of McCook, said property legally described as Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska (ie. Red Willow County, Nebraska Parcel ID's 001295200 and 001295300) and land located in Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 000289901, 000289904, and 000289905), with the City Attorney to act as hearing officer. This motion, made by Vosburg and seconded by Friehe, passed.

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

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the October 11, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 page); Exhibit #3 - copies of notices mailed certified to the required government entities (16 pages); Exhibit #4 - proposed Resolution No. PC 2021-01 (2 pages); and Exhibit #5 - Amendment to Redevelopment Area #3 of the City of McCook, Nebraska (12 pages).

City Manager Schneider stated that two additions of land to Redevelopment Area #3. Land 1 is along East 11th Street, behind the Kelley Creek Apartments and Land 2 is along East 7th Street north of "Q" and south of the Countryside Estates and then reviewed the information contained in Exhibit #1.

Andy Long, McCook Economic Development Director, was present to address any questions from the Commission.

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

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

- 2.B. Approve Resolution No. PC 2021-01, making a recommendation to McCook City Council, amending Redevelopment Area #3 by adding additional property to Redevelopment Area #3.

Motion to approve Resolution No. PC 2021-01, making a recommendation to McCook City Council, amending Redevelopment Area #3 by adding additional property to Redevelopment Area #3. This motion, made by McDowell and seconded by Vosburg, passed.

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

- 2.C. Public Hearing - Regarding the implementation of a Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of

receiving public comment regarding the implementation of a Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Kurt and seconded by Ron passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 11, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 pages); Exhibit #3 - copies of the notices mailed certified to the required governmental entities (16 pages); Exhibit #4 - proposed Resolution No. PC 2021-02 (2 pages); and Exhibit #5 - Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook (17 pages).

City Manager Schneider reviewed the information presented in Exhibit #1; and Exhibit "B" - Statutory Elements, Exhibit "C" - Cost-Benefit Analysis, and the estimated TIF uses on page 4, all part of the Redevelopment Plan for the North Pointe Redevelopment Project.

Andy Long, McCook Economic Development Director, was present to address any questions from the Commission.

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

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

2.D. Approve Resolution No. PC 2021-02, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the North Pointe Redevelopment Project.

Motion to approve Resolution No. PC 2021-02, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the North Pointe Redevelopment Project. This motion, made by Vosburg and seconded by McDowell, passed.

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

2.E. Public Hearing - Regarding the implementation of an Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding the implementation of an Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Kurt and seconded by Friehe, passed.

Vosburg: YEA, Hilker: YEA, Bradley: ABSENT, Davidson: YEA, Dueland: ABSENT, Friehe:

YEA, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: YEA
YEA: 8, NAY: 0, ABSENT: 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 11, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 pages); Exhibit #3 - copies of the notices mailed certified to the required governmental entities (16 pages); Exhibit #4 - proposed Resolution No. PC 2021-03 (2 pages); and Exhibit #5 - Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska (14 pages).

City Manager Schneider reviewed the information presented in Exhibit #1; and Exhibit "B" - Statutory Elements, Exhibit "C" - Cost-Benefit Analysis, and the estimated TIF uses on page 4, all part of the Amendment to the Quillan Court Redevelopment Plan.

Andy Long, McCook Economic Development Director, was present to address any questions from the Commission.

Motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Lyons, passed.

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

2.F. Approve Resolution No. PC 2021-03, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the Amendment to the Quillan Court Redevelopment Plan.

Motion to approve Resolution No. PC 2021-03, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the Amendment to the Quillan Court Redevelopment Plan. This motion, made by Vosburg and seconded by Hilker, passed.

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

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 6:16 P.M.

Lea Ann Doak
City Clerk/Recording Secretary

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING**

ITEM NO. 3.A.3. Approve Resolution No. CDA 2021-03 recommending approval of an Amendment to Redevelopment Area #3 for the City of McCook, Nebraska, to the McCook City Council, to add additional property to the Redevelopment Area #3.

BACKGROUND:

This item is required per the Nebraska Community Development Act. After the Public Hearing for the Amendment to Redevelopment Area #3 is held, the CDA may authorize a Resolution recommending approval of an Amendment to Redevelopment Area #3 to the McCook City Council.

Please refer to Agenda Item 2A for details regarding the proposed Amendment to Redevelopment Area #3.

APPROVALS:

prepared by

October 14, 2021

Nathan A. Schneider, City Manager

Lea Ann Doak

October 14, 2021

Lea Ann Doak, City Clerk

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA**

**RESOLUTION No. CDA 2021-03
(Amendment to Redevelopment Area #3)**

A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO REDEVELOPMENT AREA #3 FOR THE CITY OF MCCOOK, NEBRASKA, TO THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA TO ADD ADDITIONAL PROPERTY TO THE REDEVELOPMENT AREA.

RECITALS

- A. The Community Development Agency of the City of McCook, Nebraska (“CDA”), in furtherance of the purposes and pursuant to the provisions of the Community Development Law, Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended, (the “Act”), has prepared an amendment to Redevelopment Area #3 in the form attached as Exhibit “A” (“Amendment”).
- B. The Amendment would add additional property to Redevelopment Area #3 as described in the Amendment.

NOW THEREFORE, BE IT RESOLVED, by the CDA, as follows:

1. Based upon the criteria set forth in Fitzke v. City of Hastings, 255 Neb. 46 (1998), as set forth in the Amendment, adding the additional property described in the Amendment to Redevelopment Area #3 is reasonably necessary to accomplish the implementation of the existing plan for redevelopment of Redevelopment Area #3.
2. The Amendment is in conformance with the general Comprehensive Plan of the City of McCook.
3. The Amendment will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations or conditions of blight, in the City of McCook.
4. The Amendment is in conformance with the Act.
5. The CDA hereby approves the Amendment and recommends approval and adoption by the City Council of the City of McCook.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the CDA hereby passes and adopts this Resolution as of this 18th day of October, 2021.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
MCCOOK, NEBRASKA

Michael D. Gonzales
Mayor/Chairman

ATTEST:

Lea Ann Doak
City Clerk/Secretary

EXHIBIT "A"
Redevelopment Plan Amendment

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING**

3.A.4.
ITEM NO. 3.A.4. Approve Resolution No. CDA 2021-04 recommending approval of the Redevelopment Plan for the North Pointe Redevelopment Project to the McCook City Council and adopt a cost benefit analysis for the Redevelopment Project in the Redevelopment Plan.

BACKGROUND:

This item is required per the Nebraska Community Development Act. After the Public Hearing for the Redevelopment Plan for the North Pointe Redevelopment Project is held, the CDA may authorize a Resolution recommending approval of the North Pointe Project Redevelopment Plan to the McCook City Council.

Please refer to Agenda Item 2B for details regarding the proposed North Pointe Redevelopment Plan.

APPROVALS:

prepared by

October 14, 2021

Nathan A. Schneider, City Manager

Lea Ann Doak

October 14, 2021

Lea Ann Doak, City Clerk

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA**

RESOLUTION NO. CDA 2021-04

(Redevelopment Plan – North Pointe Redevelopment Project)

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN
FOR THE CITY OF MCCOOK, NEBRASKA, TO THE CITY COUNCIL OF THE CITY OF
MCCOOK, NEBRASKA AND ADOPTING A COST BENEFIT ANALYSIS FOR THE
REDEVELOPMENT PROJECT IN THE REDEVELOPMENT PLAN.**

RECITALS

A. The Community Development Agency of the City of McCook (“CDA”) in furtherance of the purposes and pursuant to the provisions of the Community Development Law, Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended, (the “Act”), has prepared a Redevelopment Plan in the form attached as Exhibit “A” (“Redevelopment Plan”).

B. The Redevelopment Plan would create a redevelopment project in Redevelopment Area #3 on property described in the Redevelopment Plan identified as the North Pointe Redevelopment Project (the “Project”).

C. The Project would use Tax Increment Financing pursuant to Section 18-2147 of the Act to assist in paying for the costs of certain eligible public improvements authorized by the Act and more particularly set forth in the Redevelopment Plan.

D. The CDA is required under Section 18-2113(2) of the Act to conduct a cost benefit analysis for a redevelopment project which will use Tax Increment Financing.

E. The CDA has conducted a cost benefit analysis for the Project, and said cost benefit analysis is attached to the Redevelopment Plan as Exhibit “C” (the “Project Cost Benefit Analysis”).

F. The CDA has determined that the Project would not occur in the Redevelopment Area and could not be financed or constructed but for the use of Tax Increment Financing.

G. Statements of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area and the estimated proceeds or revenue from its disposal to redevelopers, the proposed method of financing the redevelopment project, and a feasible method proposed for the relocation of families to be displaced from the redevelopment project area, if applicable, are set forth in the Redevelopment Plan and the Project Cost Benefit Analysis.

NOW THEREFORE, BE IT RESOLVED, by the CDA, as follows:

1. The cost and benefits set forth in the Project Cost Benefit Analysis have been found to be in the long-term best interest of the City of McCook.

2. The CDA hereby approves the Project Cost Benefit Analysis as the cost benefit analysis of the Project.

BE IT FURTHER RESOLVED, by the CDA, as follows:

1. The Redevelopment Plan is in conformance with the general Comprehensive Plan of the City of McCook.

2. The Redevelopment Plan will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations or conditions of blight, in the City of McCook.

3. The Redevelopment Plan is in conformance with the Act.

4. The Project would not be economically feasible and would not occur in the Redevelopment Area without the use of Tax Increment Financing.

5. The CDA hereby approves the Redevelopment Plan and recommends approval and adoption by the City Council of the City of McCook.

IN WITNESS WHEREOF, the CDA hereby passes and adopts this Resolution as of this 18th day of October, 2021.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
MCCOOK, NEBRASKA

Michael D. Gonzales
Mayor/Chairman

ATTEST:

Lea Ann Doak
City Clerk/Secretary

EXHIBIT "A"
Redevelopment Plan

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING**

ITEM NO. 3.A.5. Approve Resolution No. CDA 2021-05 recommending approval of an Amendment to the Quillan Court Redevelopment Plan to the McCook City Council and adopt a cost benefit analysis for the Redevelopment Project in the Redevelopment Plan Amendment.

BACKGROUND:

This item is required per the Nebraska Community Development Act. After the Public Hearing for the Amendment to the Quillan Court Redevelopment Plan is held, the CDA may authorize a Resolution recommending approval of the Amendment to the Quillan Court Redevelopment Plan.

Please refer to Agenda Item 2C for details regarding the proposed Amendment to the Quillan Court Redevelopment Plan.

APPROVALS:

Nathan A. Schneider

October 14, 2021

Nathan A. Schneider, City Manager

Lea Ann Doak

October 14, 2021

Lea Ann Doak, City Clerk

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA**

RESOLUTION NO. CDA 2021-05

(Quillan Court Redevelopment Plan – MEDC Infill Housing Project)

**A RESOLUTION RECOMMENDING APPROVAL OF A AMNDMENT TO THE
QUILLAN COURT REDEVELOPMENT PLAN FOR THE CITY OF MCCOOK,
NEBRASKA, TO THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA AND
ADOPTING A COST BENEFIT ANALYSIS FOR THE REDEVELOPMENT PROJECT IN
THE REDEVELOPMENT PLAN AMENDMENT.**

RECITALS

- A. The Community Development Agency of the City of McCook (“CDA”) in furtherance of the purposes and pursuant to the provisions of the Community Development Law, Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended, (the “Act”), has prepared an Amendment to the Quillan Court Redevelopment Plan in the form attached as Exhibit “A” (“Plan Amendment”).
- B. The Plan Amendment would amend the Quillan Court Redevelopment Plan to remove the Project Site, as defined in the Plan Amendment, form the existing Quillan Court redevelopment project area, and create a new redevelopment project on the Project Site (the “Project”).
- C. The Project would use Tax Increment Financing pursuant to Section 18-2147 of the Act to assist in paying for the costs of certain eligible public improvements authorized by the Act and more particularly set forth in the Plan Amendment.
- D. The CDA is required under Section 18-2113(2) of the Act to conduct a cost benefit analysis for a redevelopment project which will use Tax Increment Financing.
- E. The CDA has conducted a cost benefit analysis for the Project, and said cost benefit analysis is attached to the Redevelopment Plan as Exhibit “B” (the “Project Cost Benefit Analysis”).
- F. The CDA has determined that the Project would not occur in the Redevelopment Area and could not be financed or constructed but for the use of Tax Increment Financing.
- G. Statements of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area and the estimated proceeds or revenue from its disposal to redevelopers, the proposed method of financing the redevelopment project, and a feasible method proposed for the relocation of families to be displaced from the redevelopment project area, if applicable, are set forth in the Redevelopment Plan and the Project Cost Benefit Analysis.

NOW THEREFORE, BE IT RESOLVED, by the CDA, as follows:

1. The cost and benefits set forth in the Project Cost Benefit Analysis have been found to be in the long-term best interest of the City of McCook.

2. The CDA hereby approves the Project Cost Benefit Analysis as the cost benefit analysis of the Project.

BE IT FURTHER RESOLVED, by the CDA, as follows:

1. The Plan Amendment is in conformance with the general Comprehensive Plan of the City of McCook.

2. The Plan Amendment will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations or conditions of blight, in the City of McCook.

3. The Plan Amendment is in conformance with the Act.

4. The Project would not be economically feasible and would not occur in the Redevelopment Area without the use of Tax Increment Financing.

5. The CDA hereby approves the Plan Amendment and recommends approval and adoption by the City Council of the City of McCook.

IN WITNESS WHEREOF, the CDA hereby passes and adopts this Resolution as of this 18th day of October, 2021.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
MCCOOK, NEBRASKA

Michael D. Gonzales
Mayor/Chairman

ATTEST:

Lea Ann Doak
City Clerk/Secretary

EXHIBIT "A"
Plan Amendment

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.B. Approve Resolution No. 2021-21 approving an amendment to Redevelopment Area #3 for the City of McCook, Nebraska, adding additional property to Redevelopment Area #3.

BACKGROUND:

This item is required per the Nebraska Community Development Act. After the Public Hearing for the Amendment to Redevelopment Area #3 is held and the CDA authorizes a Resolution recommending approval of an Amendment to Redevelopment Area #3, the McCook City Council may approve a Resolution adopting the Amendment to Redevelopment Area #3.

Please refer to Agenda Item 2A for details regarding the proposed Amendment to Redevelopment Area #3.

APPROVALS:



October 14, 2021

Nathan A. Schneider, City Manager



October 14, 2021

Lea Ann Doak, City Clerk

CITY OF MCCOOK, NEBRASKA
RESOLUTION NO. 2021-21
(Amendment to Redevelopment Area #3)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK,
NEBRASKA, APPROVING AN AMENDMENT TO REDEVELOPMENT AREA #3
FOR THE CITY OF MCCOOK, NEBRASKA, TO ADD ADDITIONAL PROPERTY
TO THE REDEVELOPMENT AREA.**

RECITALS

A. The Community Development Agency of the City of McCook ("CDA") has recommended that Redevelopment Area #3 for the City of McCook should be amended to add certain real property identified and legally defined in said amendment to the Redevelopment Area (the "Additional Property").

B. The proposed amendment to Redevelopment Area #3 ("Amendment") is on file and available for public inspection with the McCook City Clerk.

C. The CDA submitted the question of whether the Amendment should be recommended to the City Council to the Planning Commission of the City of McCook.

D. The Planning Commission recommended the approval of the Amendment.

E. Notice of public hearing regarding the adoption and approval of the Amendment by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.

F. On October 18, 2021, the City Council held a public hearing relating to the question of whether the Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

G. The City Council has reviewed the Amendment, the recommendations of the Planning Commission and CDA, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, be it resolved by the City Council of the City of McCook, Nebraska, that pursuant to the criteria set forth in the Amendment, it is reasonably necessary to add the Additional Property to the Redevelopment Area to accomplish the implementation of the CDA's existing plan for redevelopment of Redevelopment Area #3.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Amendment is hereby approved and adopted by the City Council as the governing body for the City of McCook.

Dated this 18th day of October, 2021.

CITY OF MCCOOK, NEBRASKA

By: _____
Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 MCCOOK CITY COUNCIL MEETING**

3.C.

ITEM NO. ____ Approve Resolution No. 2021-22 approving a Redevelopment Plan for the North Pointe Redevelopment Project.

BACKGROUND:

This item is required per the Nebraska Community Development Act. After the Public Hearing for the Redevelopment Plan for the North Pointe Redevelopment Project is held and the CDA authorizes a Resolution recommending approval of the Redevelopment Plan for the North Pointe Redevelopment Project, the McCook City Council may adopt a Resolution approving the Redevelopment Plan for the North Pointe Redevelopment Project.

Please refer to Agenda Item 2B for details regarding the proposed Redevelopment Plan for the North Pointe Redevelopment Project.

APPROVALS:

prepared by

October 14, 2021

Nathan A. Schneider, City Manager

Lea Ann Doak

October 14, 2021

Lea Ann Doak, City Clerk

CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. 2021-22

(Redevelopment Plan – North Pointe Redevelopment Project)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, APPROVING A REDEVELOPMENT PLAN FOR THE CITY OF MCCOOK, NEBRASKA, INCLUDING A SPECIFIC REDEVELOPMENT PROJECT.

RECITALS

- A. The Community Development Agency of the City of McCook (“CDA”) has prepared a Redevelopment Plan for a portion of Redevelopment Area #3 (the “Redevelopment Plan”). The proposed Redevelopment Plan is on file and available for public inspection with the McCook City Clerk.
- B. The Redevelopment Plan identifies the North Pointe Redevelopment Project (the “Project”) that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.
- C. The CDA submitted the question of whether the Redevelopment Plan should be recommended to the City Council to the Planning Commission of the City of McCook.
- D. The Planning Commission recommended the approval of the Redevelopment Plan
- E. Notice of public hearing regarding the adoption and approval of the Redevelopment Plan by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.
- F. On October 18, 2021, the City Council held a public hearing relating to the question of whether the Redevelopment Plan should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.
- G. The City Council has reviewed the Redevelopment Plan, the cost benefit analysis prepared by the CDA and attached to the Redevelopment Plan, the recommendations of the Planning Commission, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of McCook, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the “Act”), as follows:

1. The Project Site identified in the Redevelopment Plan is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
2. The Redevelopment Plan will, in accordance with the present and future needs of the City of McCook, promote the health, safety, morals, order,

convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.

3. The Redevelopment Plan is in conformance with the general plan for development of the City of McCook as a whole, as set forth in the City of McCook Comprehensive Plan, as amended.
4. The cost and benefits set forth in the Project cost benefit analysis are found to be in the long-term best interest of the City of McCook.
5. The Project would not be economically feasible without the use of Tax Increment Financing.
6. The Project would not occur on the Redevelopment Area without the use of Tax Increment Financing.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Redevelopment Plan is hereby approved and adopted by the City Council as the governing body for the City of McCook.

Dated this 18th day of October, 2021.

CITY OF MCCOOK, NEBRASKA

By: _____
Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 MCCOOK CITY COUNCIL MEETING**

3.D.
ITEM NO. _____ Approve Resolution No. 2021-23 approving an Amendment to the Quillan Court Redevelopment Plan - MEDC Infill Housing Project.

BACKGROUND:

This item is required per the Nebraska Community Development Act. After the Public Hearing for the Redevelopment Plan for the Amendment to the Quillan Court Redevelopment Plan - MEDC Infill Housing Project is held and the CDA authorizes a Resolution recommending approval of the Amendment to the Quillan Court Redevelopment Plan - MEDC Infill Housing Project, the McCook City Council may adopt a Resolution approving the Amendment to the Redevelopment Plan for the Quillan Court Redevelopment Project.

Please refer to Agenda Item 2C for details regarding the proposed Amendment to the Quillan Court Redevelopment Plan - MEDC Infill Housing Project.

APPROVALS:

prepared by

October 14, 2021

Nathan A. Schneider, City Manager

Lea Ann Doak

October 14, 2021

Lea Ann Doak, City Clerk

CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. 2021-23

(Amendment to the Quillan Court Redevelopment Plan – MEDC Infill Housing Project)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, APPROVING AN AMENDMENT TO THE QUILLAN COURT REDEVELOPMENT PLAN FOR THE CITY OF MCCOOK, NEBRASKA, INCLUDING A SPECIFIC REDEVELOPMENT PROJECT.

RECITALS

- A. The Community Development Agency of the City of McCook (“CDA”) has prepared an amendment to the Quillan Court Redevelopment Plan (the “Plan Amendment”). The proposed Plan Amendment is on file and available for public inspection with the McCook City Clerk.
- B. The Plan Amendment authorizes the removal of the Project Site, as defined in the Plan Amendment, from the Quillan Court redevelopment project area, and identifies the MEDC Infill Housing Project on the Project Site (the “Project”) that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.
- C. The CDA submitted the question of whether the Plan Amendment should be recommended to the City Council to the Planning Commission of the City of McCook.
- D. The Planning Commission recommended the approval of the Plan Amendment.
- E. Notice of public hearing regarding the adoption and approval of the Plan Amendment by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.
- F. On October 18, 2021, the City Council held a public hearing relating to the question of whether the Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.
- G. The City Council has reviewed the Plan Amendment, the cost benefit analysis prepared by the CDA and attached to the Plan Amendment, the recommendations of the Planning Commission, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of McCook, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the “Act”), as follows:

1. The Project Site identified in the Plan Amendment is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.

2. The Plan Amendment will, in accordance with the present and future needs of the City of McCook, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
3. The Plan Amendment is in conformance with the general plan for development of the City of McCook as a whole, as set forth in the City of McCook Comprehensive Plan, as amended.
4. The cost and benefits set forth in the Project cost benefit analysis are found to be in the long-term best interest of the City of McCook.
5. The Project would not be economically feasible without the use of Tax Increment Financing.
6. The Project would not occur on the Redevelopment Area without the use of Tax Increment Financing.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Plan Amendment is hereby approved and adopted by the City Council as the governing body for the City of McCook.

BE IT FURTHER RESOLVED, that the City Administrator, City Clerk, or any designated representative shall take all actions necessary to remove the Project Site from the Quillar Court redevelopment project area and to complete all other actions contemplated in the Plan Amendment.

Dated this 18th day of October, 2021.

CITY OF MCCOOK, NEBRASKA

By: _____
Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING**

3.E.
ITEM NO. Approve Resolution No. CDA 2021-06 approving the Redevelopment Agreement between the City of McCook/CDA and McCook Economic Development Corporation.

BACKGROUND:

For a TIF project, a Redevelopment Agreement must be entered by both the developer and the CDA/City. Approval of the Redevelopment Agreement takes place after approval of the Redevelopment Plan. The Redevelopment Agreement must be approved by McCook's City Council and the McCook Community Development Agency.

The proposed Redevelopment Agreement contemplates that the CDA will capture the Tax Increment from the improvements made to the project site. The capture period will not exceed 15 years. The CDA will issue TIF indebtedness in the principal amount of \$45,225. The TIF indebtedness will be issued as a Promissory Note with the MEDC listed as the registered holder of the Promissory Note. MEDC will purchase the debt. The TIF indebtedness will be secured by a pledge of the future property tax increment increases attributable to the residential construction project. The issued debt will not be a general obligation of the City of McCook. If the tax increment increase falls short of anticipated receipts, MEDC will be responsible to make up the shortfall.

The Redevelopment Agreement reaffirms the project would not occur but for the use of TIF. The Agreement contains a provision that requires the developer to provide the CDA with sufficient evidence to establish the developer has the necessary funds to carry out the proposed project. The information will provide assurance that the developer has the means to undertake the project. The submittal of the financial information is a condition precedent to the requirement the CDA proceed with its obligations.

A base year will be established to commemorate the assessed value of the land prior to completed construction. The following year, a Notice to Divide will be filed with Red Willow County establishing the assessed value with the completed improvements. The increase in the assessed value between the two years will serve as the collateral for the repayment of the Promissory Note. During construction, the developer will be required to report its progress to the CDA. The developer will be required to execute a Certificate of Completion after concluding the work to the site. The Certificate of Completion will serve as a conclusive determination of satisfaction of the agreement on the part of the developer.

During the term of the Agreement, the developer is not allowed to protest the property valuation in a sum less than \$236,172. This is to insure the tax increment is funded at the anticipated amount. Further, while the Agreement is active, the developer cannot convey the project site or structures to any entity which would be exempt from paying real estate taxes. CDA approval will be necessary for an assignment to potential future owners. As mentioned, if the anticipated valuation is less than \$236,172, the developer is responsible for the shortfall in the tax increment generated by the project. The developer will be responsible to assure no liens are allowed against the property except for those spelled out in Section 5.02.

The Agreement contains provisions for default. The remedies include compelling specific performance, requiring the developer to remit the sum by which the Anticipated Tax Increment exceeds the Actual Tax Increment, and declaring the entire amount due with interest

at 12%. Additionally, the Agreement provides a release of liability in favor of the CDA and assures the developer will indemnify the CDA/City from claims arising from the developer's actions.

APPROVALS:

prepared by

October 14, 2021

Nathan A. Schneider, City Manager

Lea Ann Doak

October 14, 2021

Lea Ann Doak, City Clerk

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA**

RESOLUTION CDA 2021-06

(Redevelopment Agreement – MEDC Infill Housing Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA, AUTHORIZING AND APPROVING A REDEVELOPMENT AGREEMENT INCLUDING THE USE OF TAX INCREMENT FINANCING FOR A REDEVELOPMENT PROJECT; AND TAKING OTHER ACTIONS REQUIRED OR PERMITTED UNDER THE COMMUNITY DEVELOPMENT LAW.

RECITALS

- A. The Community Development Agency of the City of McCook, Nebraska (“CDA”), in furtherance of the purposes and pursuant to the provisions of the Community Development Law, Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (the “Act”), has adopted an amendment to the Quillan Courts Redevelopment Plan for a portion of Redevelopment Area #3 (“Redevelopment Plan Amendment”).
- B. The Planning Commission of the City of McCook has recommended approval of the Redevelopment Plan Amendment.
- C. The CDA shall submit the Redevelopment Plan Amendment to the City Council of the City of McCook, Nebraska for final approval and adoption pursuant to the Act.
- D. The Redevelopment Plan Amendment authorizes and creates a specific redevelopment project on a portion of Redevelopment Area #3 identified in the Redevelopment Plan Amendment as the MEDC Infill Housing Project (the “Project”).
- E. The CDA has prepared a redevelopment agreement for the Project, a copy of which is attached hereto as Exhibit “A” and incorporated by this reference (the “Redevelopment Agreement”).
- F. The Project would use Tax Increment Financing pursuant to Section 18-2147 of the Act to assist in paying for the cost of certain eligible public improvements authorized by the Act and identified in the Redevelopment Plan Amendment and the Redevelopment Agreement.

NOW THEREFORE, BE IT RESOLVED, by the CDA, that the Redevelopment Agreement is hereby approved.

BE IT FURTHER RESOLVED, the CDA authorizes the Chairperson of the CDA to execute and enter into the Redevelopment Agreement on the CDA’s behalf upon the City Council’s approval of the Redevelopment Agreement.

BE IT FURTHER RESOLVED, the CDA authorizes the Chairperson of the CDA to take all such actions that are required to fulfill the terms of the Redevelopment Agreement and to consummate the agreement set forth therein.

BE IT FURTHER RESOLVED, without limitation to the foregoing, the CDA authorizes the issuance of the TIF Indebtedness in substantially the same form of the Note attached to the Redevelopment Agreement as Exhibit "E" in an amount not to exceed the TIF Indebtedness amount set forth in the Redevelopment Agreement without further written approval of the CDA or the City Council.

BE IT FURTHER RESOLVED, the foregoing resolutions are subject to and contingent upon the City Council's approval and adoption of the Redevelopment Plan Amendment for the Project, and if the City Council does not approve and adopt the Redevelopment Plan Amendment, the resolutions contained herein shall be void and of no effect.

BE IT FURTHER RESOLVED, that any other resolutions or actions that are contradictory or incompatible with the provisions of this Resolution are hereby rescinded.

Dated this 18th day of October, 2021.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
MCCOOK, NEBRASKA

Michael D. Gonzales
Mayor/Chairman

ATTEST:

Lea Ann Doak
City Clerk/Secretary

EXHIBIT "A"
Redevelopment Agreement

4848-7185-2538, v. 1

Exhibit "A"

REDEVELOPMENT AGREEMENT

(MEDC Infill Housing Project)

This Redevelopment Agreement is made and entered into as of the ____ day of _____, 2021, by and between the Community Development Agency of the City of McCook, Nebraska (“CDA”) and McCook Economic Development Corporation, a Nebraska nonprofit corporation (“Redeveloper”).

RECITALS

A. The CDA is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City, in furtherance of the purposes and pursuant to the provisions of the Act, has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. Redeveloper’s proposed redevelopment project will consist of the construction of a single-family residential dwelling unit on the Project Site and associated improvements on the Project Site.

F. The CDA has approved Redeveloper’s proposed redevelopment project, including the utilization of tax-increment financing to assist in the cost of the Public Improvements defined in this Redevelopment Agreement.

G. The CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the CDA and Redeveloper do hereby covenant, agree and bind themselves as follows:

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

B. "Anticipated Tax Increment" means the Anticipated Tax Increment for this Project as set forth on the attached Exhibit "B".

C. "City" means the City of McCook, Nebraska.

D. "County" means Red Willow County, Nebraska.

E. "CDA" means the Community Development Agency of the City of McCook, Nebraska.

F. "Effective Date" means January 1, 2022.

G. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper for Public Improvements and other items eligible for reimbursement under the Act.

H. "Minimum Project Valuation" means the amount of Two Hundred Thirty Six Thousand One Hundred Seventy Two and No/100 Dollars (\$236,172.00).

I. "Private Improvements" means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit "A".

J. "Project" means the Project Site and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A".

K. "Project Completion Date" means on or before December 31, 2021.

L. "Project Site" means all that certain real property situated in the City, more particularly described on Exhibit "A".

M. "Public Improvements" shall include all the public improvements more particularly described on Exhibit "A" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

N. "Redeveloper" means the McCook Economic Development Corporation.

O. "Redevelopment Agreement" means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

P. "Redevelopment Area" means Redevelopment Area #3 in the City.

Q. "Redevelopment Plan" means the Quillan Courts Redevelopment Plan, as amended.

R. "Tax Increment" means in accordance with Neb. Rev. Stat. § 18-2147, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

S. "TIF Indebtedness" means the sums payable under any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by Tax Increment.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase "at any time" shall be construed as meaning "at any time or from time to time."

(d) The word "including" shall be construed as meaning "including, but not limited to."

(e) The words "will" and "shall" shall each be construed as mandatory.

(f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

**ARTICLE II
REPRESENTATIONS**

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing community redevelopment authority under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing the tax base and lessening blighted and substandard conditions in the Redevelopment Area.

(d) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the CDA and have been found to be in the long-term best interest of the community impacted by the Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska nonprofit corporation in good standing and has the power to enter into this Redevelopment Agreement and perform all obligations contained herein.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.

(e) Pursuant to Neb. Rev. Stat. § 18-2119, Redeveloper certifies to the CDA that Redeveloper does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the Imagine Act.

(f) The Project would not be economically feasible without the use of tax increment financing.

(g) The Project would not occur in the Redevelopment Area without the use of tax increment financing.

**ARTICLE III
OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS**

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing for the tax year of the Effective Date and continuing thereafter, the CDA shall capture the Tax Increment from the Private Improvements pursuant to the Act. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the Project Site and is generating the Tax Increment subject to capture by the CDA. The effective date of this provision shall be the Effective Date. The CDA shall file with the County Assessor the "Notice to Divide Taxes" on or prior to August 1 in the year of the Effective Date.

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CDA shall incur or issue TIF Indebtedness in an amount not to exceed Forty Five Thousand Two Hundred Twenty Five and No/100 Dollars (\$45,225.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit "E" ("Note"). The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. The TIF Indebtedness shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender.

Section 3.03 Use of TIF Indebtedness.

The CDA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. In addition, the CDA shall retain an amount sufficient to pay its reasonable and necessary cost of issuance, including attorney fees, and a CDA administration fee in the amount of three percent (3%) of the TIF Indebtedness. Redeveloper shall pay to the CDA the cost of issuance and CDA administration fee at or prior to the issuance of the TIF Note. The Tax Increment, less the CDA's costs set forth above, shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

The CDA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.02 above.

Section 3.05 Projected TIF Sources and Uses.

In addition to the TIF Indebtedness calculation formula set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C."

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Evidence of Financial Ability.

Redeveloper shall, no later than ninety (90) days following the execution of this Redevelopment Agreement, provide to the CDA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with acquisition of the Project Site and construction of the Public Improvements and the Private Improvements. To the extent allowed by law, the CDA agrees to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use in constructing the Private Improvements; and shall state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the Private Improvements. Such information shall be provided in a form satisfactory to the CDA, and evidence of loan commitments shall include all of the documents evidencing the loan commitment, acceptance by Redeveloper, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Submittal of such financial information in a form satisfactory to the CDA shall be a condition precedent to the requirement of the CDA to proceed with its obligations under this Redevelopment Agreement.

Section 4.02 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CDA a Certificate of Completion in the form attached hereto as Exhibit "F" from Redeveloper's engineer or architect, or owner's representative. When accepted in writing by the CDA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in

this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. Redeveloper shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.03 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs in the form of the certification attached hereto as Exhibit "G" ("Eligible Project Costs Certification"), after expenditure of such project costs. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Redevelopment Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. In the event that the certified Eligible Project Costs for the Project are less than the TIF Indebtedness, the CDA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CDA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

(a) Redeveloper has agreed to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation no later than the Effective Date. During the period of this Redevelopment Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project Site to a sum less than the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Agreement, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper shall be responsible for any shortfall in the Tax Increment generated by the Project. If Redeveloper funds the Note, Redeveloper agrees to forgive any shortfall in repayment of the TIF Indebtedness. If a lender or third party other than Redeveloper funds the Note, Redeveloper shall make semi-annual payments in lieu of taxes ("Deficiency Payments") to said lender or third party in the amount the Anticipated Tax Increment exceeds the actual Tax Increment. Said Deficiency Payments shall be made within thirty (30) days of written notice from the lender and/or CDA.

Section 4.06 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the fifteen (15) year period commencing on the Effective Date without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA: (i) any conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises (whether incurred prior to or after the effective date of this Redevelopment Agreement) with the outstanding principal amount of all such indebtedness secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement; (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (iii) a conveyance to a non-exempt third-party homeowner following completion of construction of the Private Improvements.

**ARTICLE V
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within ninety (90) days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) days of Redeveloper receiving notice thereof.

**ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION**

Section 6.01 General Remedies of the CDA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CDA.

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of one hundred twenty (120) days (not including any period covered pursuant to the terms of Section 6.04 below);
- (b) Redeveloper, and/or any successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA;

- (c) Any Deficiency Payment due pursuant to Section 4.05(b) of this Redevelopment Agreement is not paid when due as set forth in Section 4.05(b); or
- (d) There is a transfer of the Project Site or any part thereof in violation of Section 4.06 of this Redevelopment Agreement, and such failure or action by Redeveloper has not been cured within thirty (30) days following written notice from the CDA,

then Redeveloper shall be in default of this Redevelopment Agreement; and if such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the Anticipated Tax Increment exceeds the actual Tax Increment. Additionally, the CDA may, but is not required to, declare the entire amount due hereunder for the remainder of the TIF period immediately due and payable by Redeveloper, such amount or any portion thereof which may from time to time remain unpaid shall bear interest at a rate of twelve percent (12%) per annum or, if less, the maximum legal rate permitted by law, until all amounts due hereunder are paid in full.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within thirty (30) days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law.

Section 6.04 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements.

(b) Redeveloper shall indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages,

injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the County Register of Deeds. The form of the Memorandum is attached as Exhibit "D" and incorporated by this reference.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (i) the CDA and/or the City; and (ii) Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by Redeveloper for three (3) years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but not be limited to, any cost-benefit analysis

conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by Redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 7.06 Notice to Redeveloper.

For the purpose of any notice requirement set forth in this Redevelopment Agreement, Redeveloper's address shall be: McCook Economic Development Corporation, 402 Norris Ave., Suite 301, McCook, NE 69001. Email: andy@mccookne.org.

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

"CDA"

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

"REDEVELOPER"

MCCOOK ECONOMIC DEVELOPMENT
CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT "A"
DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, identified as Parcel No. 001002100 and legally described as follows:

Lot 7, Block 2, Clary Subdivision Replat #3, City of McCook, Red Willow County, Nebraska

The Project includes the following Public Improvements and Private Improvements, which shall be undertaken and completed by Redeveloper.

- (a) **Private Improvements.** The construction of a single family residential dwelling unit on the Project Site and associated improvements on the Project Site to create a commercial fuel site.

- (b) **Public Improvements.** Land acquisition, site preparation, public water, sanitary sewer, and electrical improvements, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

EXHIBIT "B"
TIF INDEBTEDNESS

1. Projected Base Value: \$11,421
2. Projected Minimum Final Value: \$236,172
3. Projected Incremental Valuation: \$224,751
4. Assumed Tax Levy: 1.922795
5. Anticipated Tax Increment: \$4,322 annually
6. Assumed Interest Rate: 5%
7. TIF Indebtedness:
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$45,225, which is the maximum amount, together with interest accruing thereon, which can be amortized by December 31, 2037, solely from the Tax Increment Revenues based upon the Anticipated Tax Increment.
 - b. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year 2022. The CDA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CDA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CDA has no obligation to make any payments other than the actual Tax Increment received from the Project.
 - c. **Maturity Date.** On or before December 31, 2037.
 - d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date of January 1, 2022 (2022 taxes paid in 2023) and terminating on December 31, 2036 (2036 taxes due on December 31, 2036 but paid in 2037). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

Note: All calculations are based on assumptions and estimates of future values that may be different than the values used herein or may vary from year to year.

EXHIBIT "C"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES:

Assumptions:

Tax Levy (2019)	1.922795
Interest Rate	5%
Number of Years	15

Property Valuation:

	Assessed Value	Estimated Taxes
Pre-Project	\$11,421	\$219
Completed Project	\$236,172	\$4,541
Difference	\$224,751	\$4,322

TIF Calculations:

Annual TIF Amount	\$4,322
TIF Indebtedness	\$45,225
less 3% Admin Fee	(\$1,357)
TIF Available to Redeveloper	\$43,868

2. TIF USES:

CDA Administrative Fee	\$1,357
Cost of Issuance	\$7,000
Site Preparation	\$16,000
Water Infrastructure	\$4,000
Sanitary Sewer	\$2,500
Electrical Infrastructure	\$3,500
Façade Enhancements	<u>\$11,100</u>
Total estimated TIF uses:	\$45,457

The Projected TIF sources and uses set forth above are preliminary estimates and subject to change. The actual TIF Sources shall be determined by the annual assessed value of the Project Site and the annual tax levy applicable to the Project Site. The TIF Uses shall be actual costs verified as set forth in the Redevelopment Agreement.

EXHIBIT "D"

After recording, please return to:

Lea Ann Doak
McCook City Clerk
505 W. "C" Street
McCook, NE 69001

MEMORANDUM OF REDEVELOPMENT AGREEMENT

(MEDC Infill Housing Project)

This Memorandum of Redevelopment Agreement ("Memorandum") is made this ___ day of _____, 2021, by and between the Community Development Agency of the City of McCook, Nebraska ("CDA") and McCook Economic Development Corporation ("Redeveloper").

1. **Redevelopment Agreement.** The CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements and the private improvements being made to real property owned by Redeveloper and legally described as:

Lot 7, Block 2, Clary Subdivision Replat #3, City of McCook, Red Willow County, Nebraska (the "Project Site").

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the Private Improvements to be made by Redeveloper on the Project Site for a period not to exceed fifteen (15) years after the Effective Date set forth in the Redevelopment Agreement. The Tax Increment so captured by the CDA shall be used to make the Public Improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in McCook, Nebraska.

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Memorandum as of the date and year first above written.

"CDA"
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____ and _____, Chairman and Secretary respectively of the Community Development Agency of the City of McCook, Nebraska, a public body corporate and politic, on behalf of the Authority.

Notary Public

"REDEVELOPER"
McCook Economic Development
Corporation

By: _____
Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, _____ of McCook Economic Development Corporation, on behalf of the corporation.

Notary Public

EXHIBIT "E"
FORM OF TIF PROMISSORY NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA

REDEVELOPMENT REVENUE NOTE
(MEDC INFILL HOUSING PROJECT)
SERIES 2021A

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2037	5%	

Registered Holder	Principal Amount
McCook Economic Development Corporation	\$45,225.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2023, December 15, 2023, and each June 15 and December 15 thereafter through December 15, 2037, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated the Community Development Agency of the City of McCook, Nebraska Redevelopment Revenue Note (NEDC Infill Housing Project), Series 2021A, aggregating Forty Five Thousand Two Hundred Twenty Five and No/100 Dollars

(\$45,225.00) ("Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and McCook Economic Development Corporation (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying this Note.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA, OR THE CITY OF MCCOOK, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA, OR THE CITY OF MCCOOK, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of McCook, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by the Registered Holder's duly authorized attorney, upon written documentation of transfer satisfactory to the Issuer and the Registrar duly executed by the Registered Holder and the assignee/transferee, together with a purchase letter in a form provided by Issuer and any other documentation required by the Issuer. Prior to the approval of any transfer of this Note, the Registered Holder shall pay all of the Issuer's costs, including attorney's fees,

relating to the transfer of the Note. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of McCook
as Paying Agent and Registrar

By: _____
Authorized Signatory

EXHIBIT "F"
FORM OF CERTIFICATE OF COMPLETION
(MEDC Infill Housing Project)

The undersigned certifies, represents and warrants to the City of McCook, Nebraska, and the Community Development Agency of the City of McCook, Nebraska ("CDA") with regard to the following real property situated in the City of McCook, Red Willow County, Nebraska, to wit:

Lot 7, Block 2, Clary Subdivision Replat #3, City of McCook, Red Willow County, Nebraska

that the Private Improvements and Public Improvements required to be constructed by Redeveloper upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated _____, 2021, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. _____ in the office of the Red Willow County Register of Deeds.

"REDEVELOPER"

McCook Economic Development Corporation

By: _____

Name: _____

Title: _____

"CDA"

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

EXHIBIT "G"
FORM OF A CERTIFICATION OF ELIGIBLE PROJECT COSTS
(MEDC Infill Housing Project)

Date: _____

McCook Economic Development Corporation ("Redeveloper") hereby certifies that it has incurred and paid the Eligible Costs indicated herein, pursuant to the terms of the Redevelopment Agreement between Redeveloper and the Community Development Agency of the City of McCook, Nebraska. The portion of the Project as indicated herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

CDA Administrative Fee	\$ _____
Cost of Issuance	\$ _____
Site Preparation	\$ _____
Water Infrastructure	\$ _____
Sanitary Sewer	\$ _____
Electrical Infrastructure	\$ _____
Façade Enhancements	\$ _____
Total:	\$ _____ *

***Principal Amount of TIF Indebtedness shall not exceed \$45,225.**

McCook Economic Development
Corporation

By: _____
Name: _____
Title: _____

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CDA:

Chairman

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.F - Approve Resolution No. 2021-24 approving the Redevelopment Agreement between the City of McCook/CDA and the McCook Economic Development Corporation for the MEDC Infill Housing Project.

BACKGROUND:

For a TIF project, a Redevelopment Agreement must be entered by both the developer and the CDA/City. Approval of the Redevelopment Agreement takes place after approval of the Redevelopment Plan. The Redevelopment Agreement must be approved by McCook's City Council and the McCook Community Development Agency. This agenda item provides for a Resolution from the McCook City Council approving the Agreement and authorizing the CDA to enter into the Agreement.

Attached to this agenda item is the Redevelopment Agreement (with the exhibits incorporated into the Agreement). Please see the City Manager's Report Item No. ___ for a summary of the Agreement.

APPROVALS:

prepared by

October 14, 2021

Nathan A. Schneider, City Manager

Lea Ann Doak

October 14, 2021

Lea Ann Doak, City Clerk

CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. 2021-24

(Redevelopment Agreement – MEDC Infill Housing Project)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK, MCCOOK COUNTY, NEBRASKA, APPROVING THE FORM OF THE REDEVELOPMENT AGREEMENT AND AUTHORIZING THE COMMUNITY DEVELOPMENT AGENCY TO ENTER INTO SAID AGREEMENT.

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended (the “Act”), the City of McCook, Nebraska (“City”), has adopted an amendment to the Quillan Courts Redevelopment Plan (“Redevelopment Plan Amendment”). A copy of the Redevelopment Plan Amendment is on file with the City Clerk for inspection.

B. The Redevelopment Plan Amendment includes a specific redevelopment project identified as the MEDC Infill Housing Project that will include the use of Tax Increment Financing (the “Project”).

C. On October 18, 2021, the Community Development Agency of the City of McCook (“CDA”) approved the Redevelopment Agreement for the Project.

D. The City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the General Comprehensive Development Plan of the City, and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of McCook, Nebraska, that the Redevelopment Agreement between the Community Redevelopment Authority of the City of McCook, Nebraska and the McCook Economic Development Corporation, which is on file with the City Clerk and available for public inspection, is hereby approved.

BE IT FURTHER RESOLVED, the CDA is hereby authorized to execute and deliver the Redevelopment Agreement, with such changes, modifications, additions, and deletions therein and shall they seem necessary, desirable or appropriate, for and on behalf of the CDA.

BE IT FURTHER RESOLVED, the CDA is hereby authorized to take all actions contemplated and required in the Redevelopment Agreement including, without limitation, the issuance of such TIF Indebtedness as set forth in the Redevelopment Agreement. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA of the City.

BE IT FURTHER RESOLVED that all Resolutions or parts thereof in conflict with the provisions of this Resolution or to the extent of such conflicts, are hereby repealed.

Dated this 18th day of October, 2021.

CITY OF MCCOOK, NEBRASKA

By: _____
Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

REDEVELOPMENT AGREEMENT

(MEDC Infill Housing Project)

This Redevelopment Agreement is made and entered into as of the ____ day of _____, 2021, by and between the Community Development Agency of the City of McCook, Nebraska ("CDA") and McCook Economic Development Corporation, a Nebraska nonprofit corporation ("Redeveloper").

RECITALS

A. The CDA is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City, in furtherance of the purposes and pursuant to the provisions of the Act, has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. Redeveloper's proposed redevelopment project will consist of the construction of a single-family residential dwelling unit on the Project Site and associated improvements on the Project Site.

F. The CDA has approved Redeveloper's proposed redevelopment project, including the utilization of tax-increment financing to assist in the cost of the Public Improvements defined in this Redevelopment Agreement.

G. The CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the CDA and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

B. "Anticipated Tax Increment" means the Anticipated Tax Increment for this Project as set forth on the attached Exhibit "B".

C. "City" means the City of McCook, Nebraska.

D. "County" means Red Willow County, Nebraska.

E. "CDA" means the Community Development Agency of the City of McCook, Nebraska.

F. "Effective Date" means January 1, 2022.

G. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper for Public Improvements and other items eligible for reimbursement under the Act.

H. "Minimum Project Valuation" means the amount of Two Hundred Thirty Six Thousand One Hundred Seventy Two and No/100 Dollars (\$236,172.00).

I. "Private Improvements" means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit "A".

J. "Project" means the Project Site and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A".

K. "Project Completion Date" means on or before December 31, 2021.

L. "Project Site" means all that certain real property situated in the City, more particularly described on Exhibit "A".

M. "Public Improvements" shall include all the public improvements more particularly described on Exhibit "A" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

N. "Redeveloper" means the McCook Economic Development Corporation.

O. "Redevelopment Agreement" means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

P. "Redevelopment Area" means Redevelopment Area #3 in the City.

Q. "Redevelopment Plan" means the Quillan Courts Redevelopment Plan, as amended.

R. "Tax Increment" means in accordance with Neb. Rev. Stat. § 18-2147, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

S. "TIF Indebtedness" means the sums payable under any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by Tax Increment.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase "at any time" shall be construed as meaning "at any time or from time to time."

(d) The word "including" shall be construed as meaning "including, but not limited to."

(e) The words "will" and "shall" shall each be construed as mandatory.

(f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

**ARTICLE II
REPRESENTATIONS**

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing community redevelopment authority under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing the tax base and lessening blighted and substandard conditions in the Redevelopment Area.

(d) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the CDA and have been found to be in the long-term best interest of the community impacted by the Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska nonprofit corporation in good standing and has the power to enter into this Redevelopment Agreement and perform all obligations contained herein.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.

(e) Pursuant to Neb. Rev. Stat. § 18-2119, Redeveloper certifies to the CDA that Redeveloper does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the ImagiNE Act.

(f) The Project would not be economically feasible without the use of tax increment financing.

(g) The Project would not occur in the Redevelopment Area without the use of tax increment financing.

**ARTICLE III
OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS**

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing for the tax year of the Effective Date and continuing thereafter, the CDA shall capture the Tax Increment from the Private Improvements pursuant to the Act. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the Project Site and is generating the Tax Increment subject to capture by the CDA. The effective date of this provision shall be the Effective Date. The CDA shall file with the County Assessor the "Notice to Divide Taxes" on or prior to August 1 in the year of the Effective Date.

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CDA shall incur or issue TIF Indebtedness in an amount not to exceed Forty Five Thousand Two Hundred Twenty Five and No/100 Dollars (\$45,225.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit "E" ("Note"). The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. The TIF Indebtedness shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender.

Section 3.03 Use of TIF Indebtedness.

The CDA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. In addition, the CDA shall retain an amount sufficient to pay its reasonable and necessary cost of issuance, including attorney fees, and a CDA administration fee in the amount of three percent (3%) of the TIF Indebtedness. Redeveloper shall pay to the CDA the cost of issuance and CDA administration fee at or prior to the issuance of the TIF Note. The Tax Increment, less the CDA's costs set forth above, shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

The CDA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.02 above.

Section 3.05 Projected TIF Sources and Uses.

In addition to the TIF Indebtedness calculation formula set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C."

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Evidence of Financial Ability.

Redeveloper shall, no later than ninety (90) days following the execution of this Redevelopment Agreement, provide to the CDA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with acquisition of the Project Site and construction of the Public Improvements and the Private Improvements. To the extent allowed by law, the CDA agrees to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use in constructing the Private Improvements; and shall state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the Private Improvements. Such information shall be provided in a form satisfactory to the CDA, and evidence of loan commitments shall include all of the documents evidencing the loan commitment, acceptance by Redeveloper, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Submittal of such financial information in a form satisfactory to the CDA shall be a condition precedent to the requirement of the CDA to proceed with its obligations under this Redevelopment Agreement.

Section 4.02 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CDA a Certificate of Completion in the form attached hereto as Exhibit "F" from Redeveloper's engineer or architect, or owner's representative. When accepted in writing by the CDA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in

this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. Redeveloper shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.03 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs in the form of the certification attached hereto as Exhibit "G" ("Eligible Project Costs Certification"), after expenditure of such project costs. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Redevelopment Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. In the event that the certified Eligible Project Costs for the Project are less than the TIF Indebtedness, the CDA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CDA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

(a) Redeveloper has agreed to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation no later than the Effective Date. During the period of this Redevelopment Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project Site to a sum less than the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Agreement, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper shall be responsible for any shortfall in the Tax Increment generated by the Project. If Redeveloper funds the Note, Redeveloper agrees to forgive any shortfall in repayment of the TIF Indebtedness. If a lender or third party other than Redeveloper funds the Note, Redeveloper shall make semi-annual payments in lieu of taxes ("Deficiency Payments") to said lender or third party in the amount the Anticipated Tax Increment exceeds the actual Tax Increment. Said Deficiency Payments shall be made within thirty (30) days of written notice from the lender and/or CDA.

Section 4.06 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the fifteen (15) year period commencing on the Effective Date without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA: (i) any conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises (whether incurred prior to or after the effective date of this Redevelopment Agreement) with the outstanding principal amount of all such indebtedness secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement; (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (iii) a conveyance to a non-exempt third-party homeowner following completion of construction of the Private Improvements.

**ARTICLE V
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within ninety (90) days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) days of Redeveloper receiving notice thereof.

**ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION**

Section 6.01 General Remedies of the CDA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CDA.

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of one hundred twenty (120) days (not including any period covered pursuant to the terms of Section 6.04 below);
- (b) Redeveloper, and/or any successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA;

- (c) Any Deficiency Payment due pursuant to Section 4.05(b) of this Redevelopment Agreement is not paid when due as set forth in Section 4.05(b); or
- (d) There is a transfer of the Project Site or any part thereof in violation of Section 4.06 of this Redevelopment Agreement, and such failure or action by Redeveloper has not been cured within thirty (30) days following written notice from the CDA,

then Redeveloper shall be in default of this Redevelopment Agreement; and if such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the Anticipated Tax Increment exceeds the actual Tax Increment. Additionally, the CDA may, but is not required to, declare the entire amount due hereunder for the remainder of the TIF period immediately due and payable by Redeveloper, such amount or any portion thereof which may from time to time remain unpaid shall bear interest at a rate of twelve percent (12%) per annum or, if less, the maximum legal rate permitted by law, until all amounts due hereunder are paid in full.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within thirty (30) days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law.

Section 6.04 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements.

(b) Redeveloper shall indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages,

injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the County Register of Deeds. The form of the Memorandum is attached as Exhibit "D" and incorporated by this reference.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (i) the CDA and/or the City; and (ii) Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by Redeveloper for three (3) years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but not be limited to, any cost-benefit analysis

conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by Redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 7.06 Notice to Redeveloper.

For the purpose of any notice requirement set forth in this Redevelopment Agreement, Redeveloper's address shall be: McCook Economic Development Corporation, 402 Norris Ave., Suite 301, McCook, NE 69001. Email: andy@mccookne.org.

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

"CDA"

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

"REDEVELOPER"

MCCOOK ECONOMIC DEVELOPMENT
CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT "A"
DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, identified as Parcel No. 001002100 and legally described as follows:

Lot 7, Block 2, Clary Subdivision Replat #3, City of McCook, Red Willow County, Nebraska

The Project includes the following Public Improvements and Private Improvements, which shall be undertaken and completed by Redeveloper.

- (a) **Private Improvements.** The construction of a single family residential dwelling unit on the Project Site and associated improvements on the Project Site to create a commercial fuel site.
- (b) **Public Improvements.** Land acquisition, site preparation, public water, sanitary sewer, and electrical improvements, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

EXHIBIT "B"
TIF INDEBTEDNESS

1. Projected Base Value: \$11,421
2. Projected Minimum Final Value: \$236,172
3. Projected Incremental Valuation: \$224,751
4. Assumed Tax Levy: 1.922795
5. Anticipated Tax Increment: \$4,322 annually
6. Assumed Interest Rate: 5%
7. TIF Indebtedness:

- a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$45,225, which is the maximum amount, together with interest accruing thereon, which can be amortized by December 31, 2037, solely from the Tax Increment Revenues based upon the Anticipated Tax Increment.
- b. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year 2022. The CDA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CDA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CDA has no obligation to make any payments other than the actual Tax Increment received from the Project.
- c. **Maturity Date.** On or before December 31, 2037.
- d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date of January 1, 2022 (2022 taxes paid in 2023) and terminating on December 31, 2036 (2036 taxes due on December 31, 2036 but paid in 2037). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

Note: All calculations are based on assumptions and estimates of future values that may be different than the values used herein or may vary from year to year.

EXHIBIT "C"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES:

Assumptions:

Tax Levy (2019)	1.922795
Interest Rate	5%
Number of Years	15

Property Valuation:

	Assessed Value	Estimated Taxes
Pre-Project	\$11,421	\$219
Completed Project	\$236,172	\$4,541
Difference	\$224,751	\$4,322

TIF Calculations:

Annual TIF Amount	\$4,322
TIF Indebtedness	\$45,225
less 3% Admin Fee	(\$1,357)
TIF Available to Redeveloper	\$43,868

2. TIF USES:

CDA Administrative Fee	\$1,357
Cost of Issuance	\$7,000
Site Preparation	\$16,000
Water Infrastructure	\$4,000
Sanitary Sewer	\$2,500
Electrical Infrastructure	\$3,500
Façade Enhancements	<u>\$11,100</u>
Total estimated TIF uses:	\$45,457

The Projected TIF sources and uses set forth above are preliminary estimates and subject to change. The actual TIF Sources shall be determined by the annual assessed value of the Project Site and the annual tax levy applicable to the Project Site. The TIF Uses shall be actual costs verified as set forth in the Redevelopment Agreement.

EXHIBIT "D"

After recording, please return to:

Lea Ann Doak
McCook City Clerk
505 W. "C" Street
McCook, NE 69001

MEMORANDUM OF REDEVELOPMENT AGREEMENT

(MEDC Infill Housing Project)

This Memorandum of Redevelopment Agreement ("Memorandum") is made this ___ day of _____, 2021, by and between the Community Development Agency of the City of McCook, Nebraska ("CDA") and McCook Economic Development Corporation ("Redeveloper").

1. **Redevelopment Agreement.** The CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements and the private improvements being made to real property owned by Redeveloper and legally described as:

Lot 7, Block 2, Clary Subdivision Replat #3, City of McCook, Red Willow County, Nebraska (the "Project Site").

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the Private Improvements to be made by Redeveloper on the Project Site for a period not to exceed fifteen (15) years after the Effective Date set forth in the Redevelopment Agreement. The Tax Increment so captured by the CDA shall be used to make the Public Improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in McCook, Nebraska.

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Memorandum as of the date and year first above written.

"CDA"
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____ and _____, Chairman and Secretary respectively of the Community Development Agency of the City of McCook, Nebraska, a public body corporate and politic, on behalf of the Authority.

Notary Public

"REDEVELOPER"
McCook Economic Development
Corporation

By: _____
Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, _____ of McCook Economic Development Corporation, on behalf of the corporation.

Notary Public

EXHIBIT "E"
FORM OF TIF PROMISSORY NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA

REDEVELOPMENT REVENUE NOTE
(MEDC INFILL HOUSING PROJECT)
SERIES 2021A

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2037	5%	

Registered Holder	Principal Amount
McCook Economic Development Corporation	\$45,225.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2023, December 15, 2023, and each June 15 and December 15 thereafter through December 15, 2037, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated the Community Development Agency of the City of McCook, Nebraska Redevelopment Revenue Note (NEDC Infill Housing Project), Series 2021A, aggregating Forty Five Thousand Two Hundred Twenty Five and No/100 Dollars

(\$45,225.00) ("Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and McCook Economic Development Corporation (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying this Note.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA, OR THE CITY OF MCCOOK, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA, OR THE CITY OF MCCOOK, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of McCook, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by the Registered Holder's duly authorized attorney, upon written documentation of transfer satisfactory to the Issuer and the Registrar duly executed by the Registered Holder and the assignee/transferee, together with a purchase letter in a form provided by Issuer and any other documentation required by the Issuer. Prior to the approval of any transfer of this Note, the Registered Holder shall pay all of the Issuer's costs, including attorney's fees,

relating to the transfer of the Note. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of McCook
as Paying Agent and Registrar

By: _____
Authorized Signatory

EXHIBIT "F"
FORM OF CERTIFICATE OF COMPLETION
(MEDC Infill Housing Project)

The undersigned certifies, represents and warrants to the City of McCook, Nebraska, and the Community Development Agency of the City of McCook, Nebraska ("CDA") with regard to the following real property situated in the City of McCook, Red Willow County, Nebraska, to wit:

Lot 7, Block 2, Clary Subdivision Replat #3, City of McCook, Red Willow County, Nebraska

that the Private Improvements and Public Improvements required to be constructed by Redeveloper upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated _____, 2021, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. _____ in the office of the Red Willow County Register of Deeds.

"REDEVELOPER"

McCook Economic Development Corporation

By: _____
Name: _____
Title: _____

"CDA"

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF MCCOOK, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

EXHIBIT "G"
FORM OF A CERTIFICATION OF ELIGIBLE PROJECT COSTS

(MEDC Infill Housing Project)

Date: _____

McCook Economic Development Corporation ("Redeveloper") hereby certifies that it has incurred and paid the Eligible Costs indicated herein, pursuant to the terms of the Redevelopment Agreement between Redeveloper and the Community Development Agency of the City of McCook, Nebraska. The portion of the Project as indicted herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

CDA Administrative Fee	\$ _____
Cost of Issuance	\$ _____
Site Preparation	\$ _____
Water Infrastructure	\$ _____
Sanitary Sewer	\$ _____
Electrical Infrastructure	\$ _____
Façade Enhancements	\$ _____
<hr/>	<hr/>
Total:	\$ _____ *

***Principal Amount of TIF Indebtedness shall not exceed \$45,225.**

McCook Economic Development
Corporation

By: _____
Name: _____
Title: _____

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CDA:

Chairman

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 CITY COUNCIL MEETING**

ITEM: **4.A.**

Approve the minutes of the October 4, 2021 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 13, 2021

McCook City Council
October 4, 2021
5:30 P.M. Central

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

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

Absent: City Manager Schneider, City Attorney Mustion.

City Officials present: City Clerk Doak, Library Director Crocker, Utilities Director Dutcher, Fire Chief Harpham, and Public Works Director Potthoff.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 30, 2021, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

1. Announcements & Recognitions.

Utilities Director Dutcher announced that the West 5th Street Water Main project is nearing completion. All pipe is installed and they hope to have everything back to normal within 10 days.

2. Proclamations.

2.A. Approve the proclamation designating October 3-9, 2021 as "Fire Prevention Week" and authorize the Mayor to sign.

A motion to approve the proclamation designating October 3-9, 2021 as "Fire Prevention Week" and authorize the Mayor to sign. This motion, made by Gonzales and seconded by Calvin, passed.

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

3. Consent Agenda.

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

Muehlenkamp, passed.

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

- 3.A. Approve the minutes of the September 20, 2021 regular City Council meeting.
- 3.B. Approve Resolution No. 2021-20 amending the rates for the ambulance service operated by the City of McCook, Nebraska.
- 3.C. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the Red Willow County Fairgrounds Community Building, 1412 West 5th Street, on November 27, 2021 from 12:00 P.M. to 1:00 A.M.
- 3.D. Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a concert to be held at the Red Willow County Fairgrounds Kiplinger Arena, Building, 1412 West 5th Street, on October 23, 2021 from 8:00 A.M. to 11:00 P.M.
- 3.E. Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Sip & Shop at Keystone Floral, 213 Norris Avenue, on October 22, 2021 from 4:00 P.M. to 9:00 P.M.
- 3.F. Approve an agreement between the City of McCook and Miller & Associates, Consulting Engineers, P.C. for Grant Administration Services for ARPA Funding and authorize the Mayor to sign.
- 3.G. Receive and file the minutes of the July 14, 2021 Library Advisory Board meeting.

4. Regular Agenda.

- 4.A. Consider Ordinance No. 2021-3025 amending the City of McCook Code of Ordinances relating to the City Treasurer, to harmonize with state law.

Mayor Gonzales introduced Ordinance No. 2021-3025 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE RELATING TO THE CITY TREASURER; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

Ordinance No. 2021-3025 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended, said motion to suspend the rule must be adopted by three-fourths of the Council. This motion, made by Weedin and seconded by Muehlenkamp, passed.

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

Motion for final passage of Ordinance No. 2021-3025. This motion, made by Weedin and seconded by Muehlenkamp, passed.

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

Mayor Gonzales stated for the record that Ordinance No. 2021-3025 is declared lawfully passed and adopted upon publication as required by law.

4.B. Approve two exterior signs at the McCook City Library for the Birdella Nelson Technology Center.

Motion to approve two exterior signs, one on the north side and one on the south side, at the McCook City Library for the Birdella Nelson Technology Center. This motion, made by Weedin and seconded by Rambali, passed.

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

4.C. Council Comments.

Council comments included noting how nice the steps, with hand rails, look at the Municipal Auditorium, that it was nice to see the public presence of the Police and Fire Department during the Heritage Days parade, and that 2,075 pool survey's were received.

Public Works Director Potthoff informed the Council that tomorrow staff will be removing the McCook sign on the south side of the building located at 203 Norris Avenue. The recent high winds have blown portions of the sign loose, causing safety concerns.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 5:43 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 CITY COUNCIL MEETING**

ITEM: 4.B.

RECOMMENDATION:

Receive and file the minutes of the October 11, 2021 Planning Commission meeting.

BACKGROUND:

Receive minutes from the various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 13, 2021

McCook Planning Commission
October 11, 2021
5:15 P.M. Central

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

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

Absent: Commissioners Bradley, Dueland.

City Officials present: City Manager Schneider, City Attorney Mustion (excused 6:05 P.M.), City Clerk Doak.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 7, 2021, 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 13, 2021 regular Planning Commission meeting.

Motion to approve the minutes of the September 13, 2021 regular Planning Commission meeting. This motion, made by Hilker and seconded by Vosburg, passed.

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

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - regarding the review and consideration of the addition of certain property to Redevelopment Area #3 for the City of McCook, said property legally described as Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska (ie. Red Willow County, Nebraska Parcel ID's 001295200 and 001295300) and land located in Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 000289901, 000289904, and 000289905).

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding the review and consideration of the addition of certain property

to Redevelopment Area #3 for the City of McCook, said property legally described as Lot 3, Kelley Creek Subdivision, together with the parcel platted for street purposes in Kelley Creek Subdivision, City of McCook, Red Willow County, Nebraska (ie. Red Willow County, Nebraska Parcel ID's 001295200 and 001295300) and land located in Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska (ie. Red Willow County, Nebraska, Parcel ID's 000289901, 000289904, and 000289905), with the City Attorney to act as hearing officer. This motion, made by Vosburg and seconded by Friehe, passed.

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

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the October 11, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 page); Exhibit #3 - copies of notices mailed certified to the required government entities (16 pages); Exhibit #4 - proposed Resolution No. PC 2021-01 (2 pages); and Exhibit #5 - Amendment to Redevelopment Area #3 of the City of McCook, Nebraska (12 pages).

City Manager Schneider stated that two additions of land to Redevelopment Area #3. Land 1 is along East 11th Street, behind the Kelley Creek Apartments and Land 2 is along East 7th Street north of "Q" and south of the Countryside Estates and then reviewed the information contained in Exhibit #1.

Andy Long, McCook Economic Development Director, was present to address any questions from the Commission.

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

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

2.B. Approve Resolution No. PC 2021-01, making a recommendation to McCook City Council, amending Redevelopment Area #3 by adding additional property to Redevelopment Area #3.

Motion to approve Resolution No. PC 2021-01, making a recommendation to McCook City Council, amending Redevelopment Area #3 by adding additional property to Redevelopment Area #3. This motion, made by McDowell and seconded by Vosburg, passed.

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

2.C. Public Hearing - Regarding the implementation of a Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of

receiving public comment regarding the implementation of a Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Kurt and seconded by Ron passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 11, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 pages); Exhibit #3 - copies of the notices mailed certified to the required governmental entities (16 pages); Exhibit #4 - proposed Resolution No. PC 2021-02 (2 pages); and Exhibit #5 - Redevelopment Plan for the North Pointe Redevelopment Project in the City of McCook (17 pages).

City Manager Schneider reviewed the information presented in Exhibit #1; and Exhibit "B" - Statutory Elements, Exhibit "C" - Cost-Benefit Analysis, and the estimated TIF uses on page 4, all part of the Redevelopment Plan for the North Pointe Redevelopment Project.

Andy Long, McCook Economic Development Director, was present to address any questions from the Commission.

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

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

2.D. Approve Resolution No. PC 2021-02, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the North Pointe Redevelopment Project.

Motion to approve Resolution No. PC 2021-02, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the North Pointe Redevelopment Project. This motion, made by Vosburg and seconded by McDowell, passed.

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

2.E. Public Hearing - Regarding the implementation of an Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding the implementation of an Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Kurt and seconded by Friehe, passed.

Vosburg: YEA, Hilker: YEA, Bradley: ABSENT, Davidson: YEA, Dueland: ABSENT, Friehe:

YEA, Lyons: YEA, McDowell: YEA, Mockry: YEA, Stevens: YEA
YEA: 8, NAY: 0, ABSENT: 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 11, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published (3 pages); Exhibit #3 - copies of the notices mailed certified to the required governmental entities (16 pages); Exhibit #4 - proposed Resolution No. PC 2021-03 (2 pages); and Exhibit #5 - Amendment to the Quillan Court Redevelopment Plan of the City of McCook, Nebraska (14 pages).

City Manager Schneider reviewed the information presented in Exhibit #1; and Exhibit "B" - Statutory Elements, Exhibit "C" - Cost-Benefit Analysis, and the estimated TIF uses on page 4, all part of the Amendment to the Quillan Court Redevelopment Plan.

Andy Long, McCook Economic Development Director, was present to address any questions from the Commission.

Motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Lyons, passed.

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

2.F. Approve Resolution No. PC 2021-03, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the Amendment to the Quillan Court Redevelopment Plan.

Motion to approve Resolution No. PC 2021-03, making a recommendation to the Community Development Authority and the City Council of the City of McCook, with respect to the Amendment to the Quillan Court Redevelopment Plan. This motion, made by Vosburg and seconded by Hilker, passed.

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

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 6:16 P.M.

Lea Ann Doak
City Clerk/Recording Secretary

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 CITY COUNCIL MEETING**

ITEM: 5.A.

Approve the applications for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for the Nebraska Community Foundation Annual meeting at the Graff Building, 416 Norris Avenue; Acme Printing Company, 210 Norris Avenue; the Keystone Business Center - 6th Floor, 402 Norris Avenue; the Keystone Business Center - 2nd Floor, 402 Norris Avenue; and the Morrison Building - 2nd Floor, 303 Norris Avenue; on November 18, 2021 from 3:00 P.M. to 11:00 P.M.

BACKGROUND:

Ambriz Ventures will be catering this event at five locations - the Graff Building, Acme Printing Company, Keystone Business Center - 2nd and 6th Floors, and the Morrison Business Center. Mr. Ambriz is making application to allow him to serve alcohol at these temporary locations. Mr. Ambriz will be present to address his request at Monday's meeting. Approval of the City Council is required with all applications.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 14, 2021



Nathan A. Schneider, City Manager

October 14, 2021

**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Ambriz Ventures, LLC

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

312 Norris Ave., McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

CK 124450

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

1-18-21

Event Start Time(s):

3:00 pm

Event End Time(s):

11:00 pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Acme Printing Company

Event Street Address/City: 210 Norris Ave., McCook, NE 69001

Indoor area to be licensed in length & width: 75 x 24

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

Type of Event: Community Foundation Annual Meeting Estimate # of attendees: ^{250 (8 locations)} _____

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

Event Contact Name: Andrew Ambriz **Event Contact Phone Number:** 308-345-6500

Event Contact Email: andrew.james.ambriz@gmail.com

***Signature Authorized Representative:** Andrew Ambriz **Printed Name** Andrew Ambriz

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

***Retail licensee – Must be signed by a member listed on permanent license**

***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

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

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

Ambriz Ventures, LLC

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

312 Norris Ave., McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

CK 124450

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 11-18-21 _____

Event Start Time(s): 3:00 pm _____

Event End Time(s): 11:00 pm _____

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Keystone Business Center - 2nd Floor

Event Street Address/City: 402 Norris Ave., McCook, NE 69001

Indoor area to be licensed in length & width: 105 x 75

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

Type of Event: Community Foundation Annual Meeting Estimate # of attendees: 250 (8 locations)

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

Event Contact Name: Andrew Ambriz **Event Contact Phone Number:** 308-345-6500

Event Contact Email: andrew.james.ambriz@gmail.com

***Signature Authorized Representative:** Andrew Ambriz **Printed Name** Andrew Ambriz

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

***Retail licensee – Must be signed by a member listed on permanent license**

***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM 5.B.

Receive and file a presentation from City Attorney, Nathaniel Mustion, regarding the creation of a land bank, specifically reviewing a proposed Interlocal Agreement Establishing the Southwest Nebraska Municipal Land Bank.

BACKGROUND:

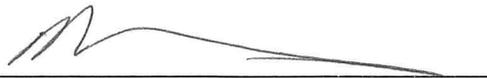
City Attorney Nate Mustion will present an update regarding the creation of a regional land bank. The crux of the discussion will center on a proposed draft of an Interlocal Agreement Establishing the Southwest Nebraska Municipal Land Bank.

APPROVALS:



Lea Ann Doak, City Clerk

October 14, 2021



Nate Schneider, City Manager

October 14, 2021

INTERLOCAL AGREEMENT ESTABLISHING THE
SOUTHWEST NEBRASKA MUNICIPAL
LAND BANK

EFFECTIVE the ____ day of _____, 202__.

INTERLOCAL AGREEMENT
ESTABLISHING THE SOUTHWEST
NEBRASKA MUNICIPAL LAND BANK

This Interlocal Agreement Establishing the Southwest Nebraska Municipal Land Bank, dated and effective the ____ day of _____, 202__, (hereafter the "Agreement") is made and entered into by the municipalities that are parties to this Agreement (collectively, the "Member Municipalities") identified herein in Section 1.10 and Section 8, and as may be from time to time amended.

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RECITALS

WHEREAS, each of the Member Municipalities is a city of the first class, city of the second class, or village in the State of Nebraska, a municipality within the meaning of the Nebraska Municipal Land Bank Act, Neb. Rev. Stat. §§ 18-3401 to 18-3418 (the "Land Bank Act") and a public agency within the meaning of the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13- 827 (the "Interlocal Cooperation Act" and together with the Land Bank Act, the "Acts");

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WHEREAS, vacant, abandoned, and tax-delinquent properties represent lost revenue to municipalities and large costs associated with demolition, safety hazards, and the deterioration of neighborhoods;

WHEREAS, there is an overriding public need to confront the problems caused by vacant, abandoned, and tax-delinquent properties through the creation of tools to turn vacant spaces into vibrant places;

WHEREAS, land banks are one of the tools that can be utilized by municipalities to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use;

WHEREAS, the purpose of the Land Bank Act is to permit Nebraska municipalities to address the public need to confront the problems caused by vacant, abandoned, and tax- delinquent properties through the use of land banks by municipalities to facilitate the return of vacant, abandoned, and taxdelinquent properties to productive use;

WHEREAS, the Land Bank Act authorizes two or more municipalities to enter into an agreement under the Interlocal Cooperation Act to create a single land bank to act on behalf of such municipalities;

WHEREAS, pursuant to the Interlocal Cooperation Act, any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Nebraska may be exercised jointly with any other public agency of the State of Nebraska;

WHEREAS, each of the Member Municipalities desires to enter into this Agreement under the authority contained in the Acts to provide for the creation and organization of the Southwest Nebraska Municipal Land Bank (the "Land Bank") as a separate legal entity, a public body corporate and politic of the State of Nebraska, and an instrumentality of the Member Municipalities under the provisions of the Acts to accomplish their joint and cooperative action, and to provide for delegation to the Land Bank of certain common powers of the Member Municipalities and the exercise by the Land Bank of the powers conferred by the Acts.

Now, for and in consideration of the terms and provisions of this Agreement and the mutual obligations and undertakings of the Member Municipalities contained in this Agreement, the Member Municipalities hereby agree as follows:

Section 1. Definitions

1.1. ~~1.1~~ "Acts" means, collectively, the Land Bank Act and the Interlocal Cooperation Act.

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- 1.2. "Additional Member Municipality" means any Municipality that becomes a party to this Agreement and a member of the Land Bank as provided in Section 8.
- 1.3. "Administrative and General Costs" means the administrative and general costs and expenses of the Land Bank, including if applicable, salaries, wages and benefits, costs of management and administration, costs of preparation of the annual budget and financial statements required by Section 6, and any other costs and expenses relating to the general organization, management, and administration of the Land Bank, all to the extent not allocable to any Project as determined by the Board.
- 1.4. "Agreement" means this Interlocal Cooperation Agreement entitled "Interlocal Agreement Establishing the Western Nebraska Municipal Land Bank" as dated above, and as it may be amended or supplemented from time to time in accordance with its terms.
- 1.5. "Board" means the Board of the Land Bank established under Section 5, consisting of an odd number of voting members equal to or exceeding seven.
- 1.6. "Bylaws" means the Bylaws of the Land Bank, if applicable.
- 1.7. "Effective Date" means the date on which this Agreement shall be fully effective, which shall be the date, following the approval and execution of this Agreement by two of the Initial Member Municipalities, as first written above.
- 1.8. "Eligible Municipality" means a city or village in the State of Nebraska, other than a city of the metropolitan class or a city of the primary class.
- 1.9. "General Fund" means the fund established under Section 6.1.
- 1.10. "Initial Member Municipalities" means the following Eligible Municipalities:
 - 1.10.1. McCook
- 1.11. "Interlocal Cooperation Act" means the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827, as amended from time to time.
- 1.12. "Land Bank" means the Southwest Nebraska Municipal Land Bank, a separate legal entity and a public body corporate and politic and political subdivision of the State of Nebraska organized and existing under the provisions of the Acts and this Agreement.
- 1.13. "Land Bank Act" means the Nebraska Municipal Land Bank Act, Neb. Rev. Stat. §§ 18-3401 to 18-3418, as amended from time to time.
- 1.14. "Member Municipalities" means, collectively, the Initial Member Municipalities and any Additional Member Municipalities.
- 1.15. "Member Municipality Funds" means, collectively, the individual funds established for each of the Member Municipalities under Section 6.3.
- 1.16. "Member Municipality Percentage" means the percentage of population an individual Member Municipality is of the overall population base of the Member Municipalities of the Land Bank. The populations used for the calculation will be the Member Municipality's population published in the United States Census Bureau's 2020 Census. By way of example, if the overall population base of the Land Bank is 100,000 and an individual member Municipality has a population of 10,000, that Member Municipality's "Member Municipality Percentage" would be 10%.

~~1.17.~~ “Membership Fees” means the initial and annual fees that Membership Municipalities pay under Section 6.2 for being a member of the Land Bank.

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~~1.14.1.18.~~ “Nuisance Abatement Officer” means the person(s) responsible for coordinating nuisance abatement within the Member Municipalities. This can include Member Municipality’s problem resolution teams.

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~~1.15.1.19.~~ “Program” means the acquisition, rehabilitation, demolition, development, construction, reconstruction, renovation, relocation, and other improvements in Real Property or rights therein, including the undertaking and financing of one or more Projects, and related services and functions which are necessary or desirable to the Member Municipalities for the purpose of returning vacant, abandoned, and tax-delinquent properties to productive use, all of which shall be undertaken by the Land Bank as the instrumentality of the Member Municipalities as provided in this Agreement.

~~1.16.1.20.~~ “Project” means any undertaking of the Land Bank to design, develop, construct, demolish, reconstruct, rehabilitate, renovate, relocate, or otherwise improve specific Real Property or rights and interests in Real Property.

~~1.17.1.21.~~ “Project Agreement” means a contract under which the Land Bank provides services consistent with the Program to a Member Municipality or a Project Participant. Reference to a Project Agreement includes any amendments or supplements to such agreement.

~~1.18.1.22.~~ “Project Committee” means a committee of Project Participants described in Section 7.4.

~~1.19.1.23.~~ “Project Costs” means all costs incurred or payable by the Land Bank in connection with a Project, including all Project development costs, operating expenses, debt service, and all other costs relating to a Project, as determined by the Board.

~~1.20.1.24.~~ “Project Participants” means the Member Municipalities and any other parties that participate in a Project with the Land Bank.

~~1.21.1.25.~~ “Project Property” means the Real Property involved in a Project.

~~1.22.1.26.~~ “Real Property” means any of the following within a Member Municipality’s jurisdictional boundaries: land, land under water, structures, and any and all easements, air rights, franchises, and incorporeal hereditaments and every estate and right therein, legal or equitable, including terms for years and liens by way of judgment, mortgage, or otherwise, and any and all fixtures and improvements located thereon. For this purpose, a Member Municipality’s jurisdictional boundaries do not include its extraterritorial zoning jurisdiction.

Section 2. Findings and Determinations; Purpose of and Authority for this Agreement

2.1. ~~1.1.~~ Findings, Determinations. Each of the Member Municipalities hereby finds, determines, and declares that:

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2.1.1. Addressing vacant, abandoned, and tax-delinquent properties through the Land Bank is appropriate for the accomplishment of the governmental purposes of the Member Municipalities;

2.1.2. Land Banks are a tool that facilitates the return of vacant, abandoned, and tax delinquent properties to productive use;

- 2.1.3. It is appropriate, desirable, and in the best interest of the Member Municipality to enter into this Agreement and to provide for the joint and cooperative action and organization of the Land Bank for the purposes provided herein; and
- 2.1.4. Subject to the specific limitations of the Land Bank Act, the Land Bank in the exercise of the powers delegated to it under this Agreement and as set forth in the Interlocal Cooperation Act shall be performing essential government functions as a "joint entity" under the Interlocal Cooperation Act and as an agency, instrumentality, and constituted authority of the Member Municipalities.
- 2.2. ~~4.1~~ Purpose. The purpose of this Agreement is to set forth the agreement of the Member Municipalities for their joint and cooperative action with respect to the Program; and to provide for the creation and organization of the Land Bank under the Acts to undertake and give effect to the Program. Each of the Member Municipalities hereby declares and agrees that the purposes of this Agreement are appropriate, desirable, and reasonable.
- 2.3. Authority. This Agreement is entered into under authority conferred by the Acts and the laws of the State of Nebraska.

Section 3. Creation and Organization of the Land Bank

- 3.1. ~~4.1~~ Creation and Organization. Under the authority contained in the Acts, the Member Municipalities hereby create and organize the Land Bank as a separate legal entity and a joint entity under the Interlocal Cooperation Act, and as a public body corporate and politic of the State of Nebraska to accomplish their joint and cooperative action with respect to the Program, all under the terms, provisions, and limitations in this Agreement.
- 3.2. Name. The name of the Land Bank shall be the Southwest Nebraska Municipal Land Bank.
- 3.3. Principal Place of Business. The Land Bank's principal place of business shall be 101 West C Street, McCook, Nebraska.
- 3.4. Management. The management of the affairs of the Land Bank will be vested in the Board and the Member Municipalities, as provided in the Acts, this Agreement, and the Bylaws.
- 3.5. Fiscal Year. The fiscal year of the Land Bank shall be the twelve month period ending on September 30.
- 3.6. Duration. The Land Bank shall have permanent and perpetual duration until terminated and dissolved according to Section 9.1 and the Land Bank Act.
- 3.7. Manner of Financing. The activities of the Land Bank shall be financed through contributions from its Member Municipalities, funding through grants and loans from any public or private source; property taxes received under the Land Bank Act; consideration for disposition of real and personal property; rents and leasehold payments; proceeds from insurance; income from investments; payments for services rendered; and any other asset or activity permitted by law.

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Section 4. Purposes and Powers of the Land Bank

- 4.1. ~~4.1~~ Purpose. The purpose of the Land Bank is to implement and give effect to the Program for the benefit of the Member Municipalities. Each of the Member Municipalities declares, acknowledges, and agrees that, in carrying out the Program, the Land Bank will be exercising powers for and on behalf of the Member Municipalities as their instrumentality.
- 4.2. Powers. In furtherance of the Program, the Land Bank shall have the power to engage in any and all lawful acts and activities concerning the acquisition, rehabilitation, demolition, development,

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construction, reconstruction, renovation, relocation, and other improvements in Real Property or rights therein, as and to the same extent that such power is possessed and capable of exercise by any of the Member Municipalities under applicable law. The powers so conferred upon and delegated to the Land Bank shall include the power:

- 4.2.1. To acquire Real Property or interests in Real Property by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise, using such methods and on such terms and conditions the Land Bank considers proper;
- 4.2.2. To receive Real Property or interests in Real Property by transfer from a political subdivision, on such terms and conditions and according to the procedures determined by the political subdivision and the Land Bank;
- 4.2.3. By resolution of the Board, to discharge and extinguish any and all liens or claims for real property taxes or special assessments owed to any political subdivision of the State of Nebraska with respect to Real Property acquired by the Land Bank, except that no lien or claim represented by a tax sale certificate held by a private third party shall be extinguished or discharged;
- 4.2.4. To bid on Real Property at any sale of the same for nonpayment of taxes or in connection with foreclosure, pursuant the applicable terms of the Land Bank Act.
- 4.2.5. To adopt, amend, and repeal Bylaws for the regulation of its affairs and the conduct of its business;
- 4.2.6. To contract with and/or employ such agents and employees, permanent or temporary, as it may require, and determine the qualifications and fix the compensation and benefits of such persons;
- 4.2.7. To sue and be sued in its own name and plead and be impleaded in all civil actions;
- 4.2.8. To borrow money from private lenders, from municipalities, from the State of Nebraska, or from federal government funds as may be necessary for the operation and work of the Land Bank;
- 4.2.9. To procure insurance or guarantees from the State of Nebraska or federal government of the payments of any debts or parts thereof incurred by the Land Bank and to pay premiums in connection therewith;
- 4.2.10. To enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers, including, but not limited to, agreements under the Interlocal Cooperation Act for the joint administration of multiple land banks or the joint exercise of powers under the Nebraska Municipal Land Bank Act;
- 4.2.11. To enter into contracts and other instruments necessary, incidental, or convenient to the performance of functions by the Land Bank on behalf of Member Municipalities or agencies or departments of Member Municipalities, or the performance by Member Municipalities or agencies or departments of Member Municipalities of functions on behalf of the Land Bank;
- 4.2.12. To make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the Land Bank;
- 4.2.13. To provide foreclosure prevention counseling and re-housing assistance;
- 4.2.14. To procure insurance against losses in connection with the Real Property, assets, or activities of the Land Bank;

- 4.2.15. To invest money of the Land Bank, at the discretion of the Board, in instruments, obligations, securities, or property determined proper by the Board and name and use depositories for its money, except that a Land Bank shall not invest its money in any instrument, obligation, security, or property in which a direct or indirect interest is held by a voting member or non-voting member of the Board or an employee of the Land Bank, by a Board member's or an employee's immediate family, or by a business or entity in which a Board member or an employee has a financial interest;
- 4.2.16. To enter into contracts for the management of, the collection of rent from, or the sale of Real Property of the Land Bank;
- 4.2.17. To design, develop, construct, demolish, reconstruct, rehabilitate, renovate, relocate, and otherwise improve Real Property or rights or interests in Real Property of the Land Bank;
- 4.2.18. To fix, charge, and collect fees and charges for services provided by the Land Bank;
- 4.2.19. To fix, charge, and collect rents and leasehold payments for the use of Real Property of the Land Bank for a period not to exceed twelve months, except that such twelvemonth limitation shall not apply if the Real Property of the Land Bank is subject to a lease with a remaining term of more than twelve months at the time such Real Property is acquired by the Land Bank;
- 4.2.20. To grant or acquire a license, easement, lease, as lessor and as lessee, or option with respect to Real Property of the Land Bank;
- 4.2.21. To enter into partnerships, joint ventures, and other collaborative relationships with municipalities and other public and private entities for the ownership, management, development, and disposition of Real Property, provided that the Land Bank shall not enter into an agreement with any nonprofit corporation or other private entity for the purpose of temporarily holding Real Property for such nonprofit corporation or private entity, except for such agreements not exceeding one year for the purpose of providing clear title to such property; and
- 4.2.22. To do all other things necessary or convenient to achieve the objectives and purposes of the Land Bank or other laws that relate to the purposes and responsibilities of the Land Bank.

4.3. All the powers of the Land Bank shall be exercised by or under the control, supervision and direction of the Board. The foregoing enumeration of powers shall not be construed as limitation on the powers of Land Bank, and the Land Bank shall have the ability to exercise all other powers necessary or desirable to the accomplishment of its purposes. The foregoing delegation of powers to the Land Bank is non-exclusive; the exercise of any or all of these powers by the Land Bank shall not preclude any Member Municipality from contemporaneously exercising the same or similar powers, provided that the Member Municipality has such powers independent of the Land Bank.

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4.3.4.4. 4.1 Specific Limitations. In addition to limitations set forth elsewhere in this Agreement, and pursuant to the Land Bank Act, the Land Bank shall not:

- 4.3.1. Have the power to issue negotiable revenue bonds and notes;
- 4.4.1.
- 4.3.2. Possess or exercise the power of eminent domain;
- 4.4.2.
- 4.4.3. Have the authority to levy property taxes; or

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~~4.3.4.4.4.4.~~ Receive property tax revenue from a political subdivision under an agreement entered into under the Joint Public Agency Act.

- 4.4. ~~4.1~~ General Limitations. In addition to the limitations and restrictions contained elsewhere in this Agreement, this Agreement is not intended to, and shall not be construed or interpreted to, expand or increase in any manner the powers, duties, and authority of any Member Municipality under the Acts or other applicable law.

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Section 5. Board

- 5.1. ~~4.1~~ Initial Board. The initial individuals to serve as voting and non-voting members of the Board and the terms for which they are to serve are set forth in Exhibit A, attached hereto and incorporated fully herein by reference.
- 5.2. Subsequent Board Members. Subsequent voting members and non-voting members of the Board shall be chosen as provided in the Bylaws.
- 5.3. Qualifications of Voting Members. Each voting member of the Board must be a resident of one of the Member Municipalities. A voting member of the Board may, but need not be, a public official or employee.
- 5.4. Skills, Knowledge, and Expertise of Voting Members. Collectively, the voting members of the Board must have verifiable skills, expertise, and knowledge in market-rate and affordable residential, commercial, industrial, and mixed-use real estate development, financing, law, purchasing and sales, asset management, economic and community development, and the acquisition of tax sale certificates.
- 5.5. Representation and Experience. The voting members of the Board shall include the following:
- 5.5.1. At least one individual representing a chamber of commerce;
 - 5.5.2. At least one individual with experience in banking;
 - 5.5.3. At least one individual with experience in real estate development;
 - 5.5.4. At least one individual with experience as a realtor;
 - 5.5.5. At least one individual with experience in nonprofit or affordable housing; and
 - 5.5.6. At least one individual with experience in large-scale residential or commercial property rental. A single voting member may satisfy more than one of the requirements in this Section if he or she has the required qualifications. It is not necessary that there be a different member to fulfill each such requirement.
- 5.6. ~~4.1~~ No Compensation. The voting and non-voting members of the Board shall serve without compensation.
- 5.7. Officers. The voting members of the Board shall select annually from among themselves a chairperson, a vice-chairperson, a treasurer, and such other officers as the Board may determine, as provided in the Bylaws.
- 5.8. Resignation, Removal, Vacancies. Voting and non-voting members of the Board and officers of the Land Bank may resign or be removed as provided in the Bylaws. Vacancies shall be filled in the same manner as the original appointment, as provided in the Bylaws.

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Section 6. General Fund; Member Municipality Membership Fees; Member Municipality Funds; Allocation and Collection of Costs; Annual Budget; Audit

~~6.1. 1.1~~ — General Fund. There is hereby established a General Fund consisting of the ~~initial~~ contributions and Membership Fees -shown on Exhibit B, attached hereto and incorporated fully herein by reference. Except as otherwise provided by a Project Agreement or restrictions placed on a contribution, all future contributions, Membership Fees and revenue received by the Land Bank shall initially be ~~—~~held in the General Fund. The General Fund shall be used for Administrative and General Costs, ~~and, to the extent provided under a Project Agreement, for Project Costs.~~ After accounting for Administrative and General Costs, all proceeds held in the General Fund shall be allocated amongst the Member Municipality Funds according to the percentages set forth in Exhibit C, attached hereto and incorporated fully herein by reference. Administrative and General Costs shall be apportioned to the Member Municipality's Member

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~~6.1-6.2.~~ Member Municipality Membership Fees. Each Member Municipality shall be assessed a fee upon becoming a member of the Land Bank and yearly thereafter. The amount of the fees shall be determined on a per capita basis and shall be set by the Board. By way of example: If the Board set the fee at \$10.00 per capita, a Member Municipality with a population of 1,000 would pay a membership fee of \$10,000.00.

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~~6.2-6.3.~~ Member Municipality Funds. There are hereby established individual funds for each of the Member Municipalities. Said funds shall be used for Project Costs on Projects within the Member Municipality's corporate limits.

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~~6.3-6.4.~~ Allocation of Costs. The Land Bank shall maintain complete and accurate books and records of all of its costs and expenses, which shall be classified as either Administrative and General Costs or Project Costs.

~~— At least one individual representing a chamber of commerce;~~

~~7.3.2-6.3.1.~~ Administrative and General Costs shall be paid from the General Fund. ~~Alternatively, by resolution of the Board,~~ the Land Bank may allocate Administrative and General Costs among the Member Municipalities in the percentages set forth in Exhibit ~~C~~ D, attached hereto and incorporated fully herein by reference. Any costs so allocated shall be billed to the Member Municipalities not more frequently than monthly.

~~6.3.2.~~ Unless otherwise provided in the Project Agreement, Project Costs of each Project shall be allocated solely to the Project Participants participating in that Project, and billed not more frequently than monthly.

~~7.3.3-6.3.3.~~ Project Costs shall not exceed the sum of money held in the participating Member's Municipality Fund unless alternative funding for the Project has been arranged and unanimously approved by the Board.

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~~6.4. 1.1~~ — Annual Budget. The Land Bank shall prepare an annual budget of Administrative and General Costs and shall prepare a separate annual budget of the Project Costs for each Project. The annual budget of Administrative and General Costs and the annual budgets of Project Costs shall be consolidated into a comprehensive budget that reflects all of the Land Bank's activities.

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~~6.5.~~ Audit. At the discretion of the Board, the financial records and activities of the Land Bank may be audited by an independent certified public accountant at the close of each fiscal year ~~or as desired.~~

~~6.6.~~ Reports. The Land Bank shall make and file such financial and other reports as shall be required by law, including but not limited to: monthly reports to the member municipalities, and annual reports by March 1 of each year to the member municipalities, Speaker of the Legislature,

Chairperson of the Executive Board of the Legislative Council, the Revenue Committee of the Legislature, and the Urban Affairs Committee, pursuant to Neb. Rev. Stat. 18-3413.

Section 7. Projects; Project Participants; Project Committees

7.1. ~~7.1.1~~ Projects. Each Project shall be initiated by a Member Municipality's Nuisance Abatement Officer identifying a Project within its corporate boundaries and filling out an application with the Land Bank for the Project. Once the Land Bank receives an application, it will generate a Project Agreement for the Project. The Project Agreement will then be sent to the Member Municipality's City Council or Village Board for approval. If the City Council or Village Board approves the Project Agreement, they shall forward the approved Project Agreement back to the Land Bank where it will be voted on by the Board. The Board should not unreasonably withhold approval of a Project Agreement, established by resolution adopted by the Board upon the request of at least two Member Municipalities who will be Project Participants, one of which must be the Member Municipality within whose jurisdictional boundaries the proposed Project Property lies. Each Project shall be governed by a Project Agreement with the Land Bank.

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7.2. Outside Project Participants. Any public or private person authorized by law to participate in a Project may become a Project Participant under a Project Agreement with the Land Bank. The Board must approve and accept any Project Participant that is not a Member Municipality by the affirmative vote of at least two-thirds the total number of voting members of the Board then serving. Project Participants who are not Member Municipalities of the Land Bank shall not have the right to participate in the selection, election, and approval of voting or non-voting members of the Board, but may, at the discretion of the Board, be represented on a Project Management Committee. The Project Agreement may, in the discretion of the Board, require each non-Member Municipality Project Participant to pay a portion of the Land Bank's Administrative and General Costs, and in such event shall specify how such payments offset the Administrative and General Costs otherwise allocated to Member Municipalities according to its Member Municipality Percentage.

7.3. Project Agreements. Each Project Agreement shall provide for the scope and execution of the Project, the composition and selection of the Project Committee (if any), allocation of Project Costs and responsibilities of the Project among Project Participants, and contain such provisions relating to termination of the Project as necessary or appropriate to dispose of the Project Property upon termination.

7.4. Project Committee. In the Board's discretion, a separate Project Committee may be established for any Project in order to provide the Project Participants with direct representation and voting rights with respect to such Project.

~~7.4.1.~~ The Member Municipalities intend that the Board shall consider the particular concerns and objectives of each Project Committee with respect to the Project governed by that committee; and the Board, in its discretion, may act upon and in furtherance of the recommendations of each such Project Committee with respect to the Project they govern.

~~7.4.1.~~ 7.4.2. Except for those matters described in Section 7.5, if the Board disapproves of a decision of a Project Committee, it shall state its reasons and refer the matter back to the Project Committee for further consideration.

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7.4.3. Unless otherwise provided in the Project Agreement, voting on Project Committees shall be by a majority vote of the representatives of the Project Participants, with each Project Participant entitled to one vote.

7.4.4. In the event a Project Committee is unable to reach a decision on any matter, the matter shall be referred to the Board for resolution.

7.5. ~~7.5.1~~ Authority Reserved to Board. All decisions shall be made solely by the Board without regard to any decision by a Project Committee, including but not limited to:

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7.5.1. Decisions on all matters relating or not relating to any Project or relating to more than one Project;

7.5.2. Organizational and membership matters including matters relating to this Agreement and the Bylaws;

7.5.3. Legal matters, including any litigation to which the Land Bank is a party;

7.5.4. Financial and accounting matters, including risk management policies and decisions;

~~7.5.5~~ General and administrative matters relating to the Land Bank, including the approval of the Land Bank's annual budget and Administrative and General Costs, and employment matters.

~~7.5.5~~

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Section 8. Additional Member Municipalities

8.1. ~~8.1~~ Additional Member Municipalities Permitted. One or more Eligible Municipalities may become Additional Member Municipalities of the Land Bank in accordance with this Section 8.

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8.2. Admission of Additional Member Municipalities. Any Eligible Municipality may become a Member Municipality of the Land Bank upon satisfaction of the following conditions:

8.2.1. This Agreement is duly authorized and approved by appropriate action of the governing body of such Eligible Municipality and the appropriate officers of such Eligible Municipality duly execute a supplement to or counterpart of this Agreement;

8.2.2. Such Eligible Municipality is approved and accepted as an Additional Member Municipality of the Land Bank by the affirmative vote of at least two-thirds of the total number of voting members of the Board;

8.2.3. Any additional voting members of the Board must be approved by the chief executive officers of each Member Municipality and confirmed by a two-thirds vote of the Member Municipalities; and

8.2.4. Such Eligible Municipality delivers to the Land Bank's officers certificates and opinions of legal counsel reasonably necessary to establish the matters addressed in Section 8.2.1, and all other required filings, submittals, approvals, consents, and permits that may be required by the Acts or other applicable law prior to the full effectiveness of this Agreement with respect to the Additional Member Municipality.

8.3. ~~8.3~~ Effect of Joinder. Any Eligible Municipality which becomes a Member Municipality in accordance with the foregoing provisions shall be bound by the terms and conditions of this Agreement.

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Section 9. Dissolution

9.1. ~~9.1~~ Complete Termination and Dissolution. This Agreement shall be effective from and after the Effective Date and shall continue in full force and effect until such time as all of the Member Municipalities elect to dissolve the Land Bank.

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9.1.1. The Member Municipalities may elect to dissolve the Land Bank in accordance with this Section only if each of the following conditions are met:

9.1.1.1. No Project Agreement is then in effect between the Land Bank and any other party;

9.1.1.2. The Land Bank either will not receive any additional property taxes with respect to Real Property conveyed by the Land Bank, or the Board by resolution has elected not to receive such taxes, and has notified the treasurer of the county in which the property is located by filing a copy of the resolution with such treasurer; and

9.1.1.3. A majority of the members of the governing body of each Member Municipality has approved the dissolution and has provided notice as required by the Land Bank Act.

9.1.2. Upon dissolution, the affairs of the Land Bank shall be wound up and its obligations discharged. Any funds or assets of the Land Bank not distributed or allocated in accordance with the provisions of a Project Agreement shall be distributed to the Land Bank's Member Municipalities at the time of dissolution, with each Member Municipality receiving the Real Property within its jurisdictional boundaries, and with any remaining funds or assets distributed equally between Member Municipalities, provided that the Member Municipalities shall have the right at any time to agree unanimously on any other method of distribution.

9.2. ~~9.2.1~~ Partial Termination by Withdrawal. Any Member Municipality may withdraw from this Agreement and terminate its membership in the Land Bank by providing no less than sixty days' written notice of such withdrawal to the Land Bank, if all of the following conditions are met:

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9.2.1. No Project Agreement between the Member Municipality and the Land Bank is then in effect, and the Member Municipality is not a Project Participant in any Project;

9.2.2. The Member Municipality is not in default of any of its obligations under this Agreement or any agreement or contract with the Land Bank;

9.2.3. The Land Bank does not currently own any Real Property within the Member Municipality's jurisdictional boundaries;

9.2.4. The Land Bank does not currently receive any real property taxes collected on Real Property within the Member Municipality's jurisdictional boundaries;

9.2.5. The withdrawing Member Municipality's governing body gave sixty calendar days' advance written notice of the withdrawal by publishing notice in a newspaper of general circulation within the withdrawing Member Municipality; and

9.2.6. After the sixty-day period in Section 9.2.5 has elapsed, a majority of the members of the governing body of the withdrawing Member Municipality approves the withdrawal. The Member Municipality's withdrawal becomes effective upon satisfaction of all of the conditions set forth in this Section. The Board will determine, in its sole discretion, the personal property, money, or other assets, which shall become the property of the withdrawing Member Municipality, and will convey such property, money, or assets to the withdrawn Member Municipality within 60 days following the effective date of withdrawal.

Section 10. Miscellaneous

10.1. ~~10.1.1~~ Limitations on Liability. The obligations of any Member Municipality to make payments to the Land Bank are limited by the terms of this Agreement, the Bylaws, any Project Agreement to which the Member Municipality is a party, the Land Bank Act, and other contracts entered into between the Land Bank and the Member Municipality. Except as provided under such documents

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and agreements, none of the Member Municipalities, voting or non-voting members of the Board, Land Bank officers or employees, or Member Municipality officers, officials, employees or governing body members, officers, officials or employees shall be subject to or in any way liable for any debt or contract entered into or any obligation or liability incurred by the Land Bank under this Agreement, the Program, or any Project. The rights of the Land Bank's creditors shall be solely against the Land Bank.

- 10.2. Privileges and Immunities. The privileges and immunities enjoyed by the Member Municipalities of the Land Bank by reason of their governmental and public status shall inure to the Land Bank and voting members of the Board.
- 10.3. Amendments to this Agreement. This Agreement may be amended only by a written instrument, specifically denominated as an amendment to this Agreement, duly approved and executed by each of the Member Municipalities, which amendment shall be effective only after execution by all Member Municipalities.
- 10.4. Governing Law and Construction. This Agreement is made under and shall be subject to and construed in accordance with the laws of the State of Nebraska, particularly the Acts. The rule of construction to be followed in the event of a conflict between provisions of various clauses is the one which favors the Agreement as in compliance with the Acts, and this rule governs over any other interpretations. Except where context otherwise requires, words importing the singular number include the plural number and vice versa; the term "person" includes any of the Member Municipalities, individuals, corporations, firms, associations, trusts, and federal, state, and local governments and agencies; and the term "include" and its derivations are not limiting.
- 10.5. Jurisdiction and Venue. The District Court of Red Willow County, Nebraska is the agreed jurisdiction and venue for any disputes arising from or related to this Agreement.
- 10.6. Counterparts. This Agreement and any amendment hereto may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 10.7. Open Meetings and Public Records. The Land Bank is subject to the Nebraska Open Meetings Act (Neb.Rev.Stat. 84-1407 et. seq.) and Nebraska Public Records Act (Neb.Rev.Stat. 84-712 et. seq.).

[SIGNATURE PAGE TO FOLLOW]

IN-WITNESS WHEREOF, the Member Municipalities have each caused this Agreement to be executed as of the date first written above.

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INTERLOCAL AGREEMENT PROVIDING
FOR THE SOUTHWEST NEBRASKA
MUNICIPAL LAND BANK

EXHIBIT A
Initial Board

1. Initial Voting Board Members. The following individuals shall serve as the initial voting members of the Land Bank's Board, and shall serve for the terms indicated:

[Insert name] - Term ending [insert date]

2. Initial Non-Voting Board Members. The following individuals shall serve as the initial non-voting members of the Land Bank's Board, and shall serve for the terms indicated:

[Insert name] - Term ending [insert date]

INTERLOCAL AGREEMENT PROVIDING
FOR THE SOUTHWEST NEBRASKA
MUNICIPAL LAND BANK

EXHIBIT B
Initial General Fund Contributions

The General Fund shall initially consist of the following amounts:

Contributor	Amount
[Insert name]	[Insert amount] [Insert name]

INTERLOCAL AGREEMENT PROVIDING
FOR THE SOUTHWEST NEBRASKA
MUNICIPAL LAND BANK

EXHIBIT C

Administrative and General Cost

Allocation Effective as of the ___ day of _____, 202__.

As contemplated under Section 6.2.1 of the Agreement, Administrative and General Costs shall be allocated among the Member Municipalities as follows:

Member Municipality
[Insert name]

Percentage City
[Insert percentage]

INTERLOCAL AGREEMENT PROVIDING
FOR THE SOUTHWEST NEBRASKA
MUNICIPAL LAND BANK

EXHIBIT D

Member Municipality Percentage

The percentage of population an individual Member Municipality ~~are as follows~~ is of the overall population base of the Land Bank are as follows:

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<u>Member Municipality</u>	<u>Percentage</u>
McCook	100%

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**CITY MANAGER'S REPORT
OCTOBER 18, 2021 CITY COUNCIL MEETING**

ITEM: **5.C.**

Consider, under suspension of the rule, Ordinance No. 2021-3028 amending Section 33.03 of the City of McCook Code of Ordinances relating to Proposed Budget Statements, revising hearing procedures, and to harmonize with state law.

BACKGROUND:

Staff has started the process of reviewing the model ordinances prepared by the League of Nebraska Municipalities Codification Service for legislation passed during the 2020 session. The presented ordinance harmonizes with current state law revising the procedures regarding the proposed budget statements.

Because the ordinance does harmonize with current state law, staff recommends it approval under suspension of the statutory rule required reading on three different days.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 13, 2021



Nathan A. Schneider, City Manager

October 13, 2021

ORDINANCE NO. 2021-3028

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTION 33.03 OF THE CITY OF MCCOOK CODE OF ORDINANCES; RELATING TO PROPOSED BUDGET STATEMENTS; TO REVISE HEARING PROCEDURES; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. The City of McCook's Code of Ordinances is revised to read as follows regarding proposed budget statements:

§ 33.03 PROPOSED BUDGET STATEMENT; HEARING; ADOPTION; CERTIFICATION OF TAX AMOUNT.

(A) The governing body shall each year or biennial period conduct a public hearing on its proposed budget statement. Such hearing shall be held separately from any regularly scheduled meeting of the governing body and shall not be limited by time. Notice of the place and time of the hearing, together with a summary of the proposed budget statement, shall be published four (4) calendar days prior to the date set for hearing in a newspaper of general circulation within the municipality's jurisdiction. For purposes of such notice, the four (4) calendar days shall include the day of publication but not the day of hearing. When the total operating budget, not including reserves, does not exceed \$10,000 per year or \$20,000 per biennial period, the proposed budget summary may be posted at the governing body's principal headquarters. At such hearing, the governing body shall make at least three (3) copies of the proposed budget statement available to the public and shall make a presentation outlining key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget. Any member of the public desiring to speak on the proposed budget statement shall be allowed to address the governing body at the hearing and shall be given a reasonable amount of time to do so.

(B) After the hearing, the proposed budget statement shall be adopted, or amended and adopted as amended, and a written record shall be kept of the hearing. The amount to be received from personal and real property taxation shall be certified to the levying board after the proposed budget statement is adopted or is amended and adopted as amended. The certification of the amount to be received from personal and real property taxation shall specify separately the amount to be applied to the payment of principal or interest on bonds issued by the governing body and the amount to be received for all other purposes.

(C) If the adopted budget statement reflects a change from that shown in the published proposed budget statement, a summary of the changes shall be published within twenty (20) calendar days after its adoption in the manner provided in this section, but without provision for hearing, setting forth the items changed and the reasons for the changes.

(D) Upon approval by the governing body, the budget shall be filed with the Auditor of Public Accounts. The Auditor may review the budget for errors in mathematics, improper

accounting, and noncompliance with the Nebraska Budget Act or Neb. RS 13-518 to 13-522. If the Auditor detects such errors, he or she shall immediately notify the Governing Body of such errors. The Governing Body shall correct any such error as provided in Neb. RS 13-511. Warrants for the payment of expenditures provided in the budget adopted under this section shall be valid notwithstanding any errors or noncompliance for which the Auditor has notified the governing body. (Neb. RS 13-506)

(E) When a levy increase has been authorized by vote of the electors, the adopted budget statement shall indicate the amount of the levy increase. (Neb. RS 13-507)

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

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form.

PASSED AND APPROVED this _____ day of _____, 2021.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

Publish:

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 CITY COUNCIL MEETING**

ITEM: 5.D.

Consider, under suspension of the rule, Ordinance No. 2021-3029 amending Section 50.02 of the City of McCook Code of Ordinances relating to the discontinuance of City of McCook Utility Service, and to harmonize with state law.

BACKGROUND:

Staff has started the process of reviewing the model ordinances prepared by the League of Nebraska Municipalities Codification Service for legislation passed during the 2020 session. The presented ordinance harmonizes with current state law updating language regarding notice procedures for discontinuance of City of McCook Utility service.

Because the ordinance does harmonize with current state law, staff recommends it approval under suspension of the statutory rule required reading on three different days.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 13, 2021



Nathan A. Schneider, City Manager

October 13, 2021

ORDINANCE NO. 2021-3029

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTION 50.02 OF THE CITY OF MCCOOK CODE OF ORDINANCES; RELATING TO THE DISCONTINUANCE OF UTILITY SERVICE OF THE CITY; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

NO, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA:

Section 1. The City of McCook's Code of Ordinances is revised to read as follows regarding the discontinuance of utility service:

§ 50.02 DISCONTINUANCE OF SERVICE; NOTICE PROCEDURE.

(A) For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning.

DOMESTIC SUBSCRIBER. Shall not include municipalities, cities, villages, political subdivisions, companies, corporations, partnerships, limited liability companies, or businesses of any nature.

(Neb. RS 70-1602)

(B) The City shall have the right to discontinue services and remove its properties if the charges for the services are not paid within ten (10) days after the date that the same becomes delinquent. No public or private utility company, including any utility owned and operated by the city, furnishing water, natural gas, or electricity at retail in this city shall discontinue service to any domestic subscriber for nonpayment of any past-due account unless the utility company first gives notice to any subscriber whose service is proposed to be terminated. Such notice shall be given in person, by first-class mail, or by electronic delivery, except that electronic delivery shall only be used if the subscriber has specifically elected to receive such notices by electronic delivery. If notice is given by first-class mail or electronic delivery, such notice shall be conspicuously marked as to its importance. Service shall not be discontinued for at least seven (7) days after notice is sent or given. Holidays and weekends shall be excluded from the seven days. A public or private utility company shall not charge a fee for the discontinuance or reconnection of utility service that exceeds the reasonable costs of providing such service. (Neb. RS 70-1605)

(C) The notice required by division (A) shall contain the following information:

(1) The reason for the proposed disconnection;

(2) A statement of the intention to disconnect unless the domestic subscriber either pays the bill or reaches an agreement with the utility regarding payment of the bill;

(3) The date upon which service will be disconnected if the domestic subscriber does not take appropriate action;

(4) The name, address, and telephone number of the utility's employee or department to whom the domestic subscriber may address an inquiry or complaint;

(5) The domestic subscriber's right, prior to the disconnection date, to request a conference regarding any dispute over such proposed disconnection;

(6) A statement that the utility may not disconnect service pending the conclusion of the conference;

(7) A statement to the effect that disconnection shall be postponed or prevented upon presentation of a duly licensed physician's, physician assistant's, or advanced practice registered nurse's certificate, which shall certify that a domestic subscriber or resident within such subscriber's household has an existing illness or handicap which would cause such subscriber or resident to suffer an immediate and serious health hazard by the disconnection of the utility's service to that household. Such certificate shall be filed with the utility within five (5) days of receiving notice under this section, excluding holidays and weekends, and will prevent the disconnection of the utility's service for a period of at least thirty (30) days from such filing. Only one (1) postponement of disconnection shall be required under this division for each incidence of nonpayment of any past-due account;

(8) The cost that will be borne by the domestic subscriber for restoration of service;

(9) A statement that the domestic subscriber may arrange with the utility for an installment payment plan;

(10) A statement to the effect that those domestic subscribers who are welfare recipients may qualify for assistance in payment of their utility bill and that they should contact their caseworker in that regard; and

(11) Any additional information may be included so long as it is not inconsistent with this section. (Neb. RS 70-1606)

(D) The utility shall establish a third-party notice procedure for the notification of a designated third party of any proposed discontinuance of service and shall advise its subscribers, including new subscribers, of the availability of such procedures. (Neb. RS 70-1607)

(E) The provisions of Neb. RS 70-1608 through 70-1614 shall apply to disputes over a proposed discontinuance of service.

(F) The procedures adopted for resolving utility bills by the City Council for any city utility, one (1) copy of which is on file in the office of the City Clerk, are hereby incorporated by reference in addition to any amendments thereto and are made a part of this section as though set out in full.

(G) This section shall not apply to any disconnections or interruptions of services made necessary by the utility for reasons of repair or maintenance or to protect the health or safety of the domestic subscriber or of the general public. (Neb. RS 70-1615)

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

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form.

PASSED AND APPROVED this _____ day of _____, 2021.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

Publish:

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 CITY COUNCIL MEETING**

ITEM: 5.E.

Consider, under suspension of the rule, Ordinance No. 2021-3030 repealing Section 111.02 - Liquor License Application Procedure; to harmonize with state law.

BACKGROUND:

Staff has started the process of reviewing the model ordinances prepared by the League of Nebraska Municipalities Codification Service for legislation passed during the 2020 session. The presented ordinance harmonizes with current state law repealing Section 111.02 - Liquor License Application Procedure. The application procedures listed in the Code Book outlined the City's procedure for conducting the hearing on a license application and are no longer part of state law.

Because the ordinance does harmonize with current state law, staff recommends it approval under suspension of the statutory rule required reading on three different days.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 13, 2021



Nathan A. Schneider, City Manager

October 13, 2021

ORDINANCE NO. 2021-3030

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING SECTION 111.02 - LIQUOR LICENSE APPLICATION PROCEDURE; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

NO, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA:

Section 1. The City of McCook's Code of Ordinances is hereby revised, repealing Section 111.02 - Liquor License Application Procedure in its entirety.

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

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form.

PASSED AND APPROVED this _____ day of _____, 2021.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

Publish:

**CITY MANAGER'S REPORT
OCTOBER 18, 2021 CITY COUNCIL MEETING**

ITEM: 5.F.

Consider, under suspension of the rule, Ordinance No. 2021-3031 amending Section 31.16 of the City of McCook Code of Ordinances, relating to public meetings and publicized notice of meetings, to harmonize with state law.

BACKGROUND:

Staff has started the process of reviewing the model ordinances prepared by the League of Nebraska Municipalities Codification Service for legislation passed during the 2020 session. The presented ordinance harmonizes with current state law amending Section 31.16 relating to public meetings and publicized notice of meetings.

Because the ordinance does harmonize with current state law, staff recommends it approval under suspension of the statutory rule required reading on three different days.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 13, 2021



Nathan A. Schneider, City Manager

October 13, 2021

ORDINANCE NO. 2021-3031

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTION 31.16 OF THE CITY OF MCCOOK CODE OF ORDINANCES; RELATING TO PUBLIC MEETINGS AND PUBLICIZED NOTICE OF MEETINGS OF A PUBLIC BODY; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

NO, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA:

Section 1. The City of McCook's Code of Ordinances is revised to read as follows regarding publicized notice:

§ 31.16 OPEN TO PUBLIC; NOTICE; AGENDA.

(A) The formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act. (Neb. RS 84-1408)

(B) (1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in division (B)(2) of this section. The notice shall be transmitted to all members of the public body and to the public.

(2) The notice shall be published by:

(a) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site; or

(b) Posting written notice in three (3) conspicuous public places in the City. The notice shall be posted in the same three (3) places for each meeting.

(3) In addition to a method of notice required by division (B)(2) of this section, the notice shall also be provided by any other appropriate method designated by the public body.

(4) Each public body shall record the methods and dates of the notice in its minutes.

(5) The notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, is readily available for public inspection at the office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than twenty-four (24) hours before the scheduled commencement of the meeting or forty-eight (48) hours before the scheduled commencement of a meeting of the

City Council scheduled outside the corporate limits of the City. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting. (Neb. RS 84-1411)

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

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form.

PASSED AND APPROVED this _____ day of _____, 2021.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

Publish: