

MCCOOK CITY COUNCIL

REGULAR MEETING

**Tuesday, July 5, 2022
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.

2. Consent Agenda.

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

A. Approve the minutes of the June 20, 2022 regular City Council meeting and the June 27, 2022 joint City Council/Planning Commission meeting.

B. Approve the Lease and Airport Use Agreement between the City of McCook and Key Lime Air and authorize the Mayor to sign.

C. Receive and file the Property Damage Incident Form from Terry Pinkal and instruct that it be submitted to the City's insurance carrier for review and appropriate action.

D. Recommend approval to the Nebraska Liquor Control Commission the Application for Manager submitted by Heritage Hills Golf Course, 600 Clubhouse Drive, which holds License #IB-010450, the applicant being Gregory C. Arkin.

E. Approve cost for upgrades on the Water Treatment Plant (WTP) controls from Kurita America Inc. in the amount of \$88,250.00, and authorize the Mayor to sign.

3. Regular Agenda.

A. Presentation: Brandi Hilton Hagemann.

B. Receive a request from the McCook Humane Society with respect to increasing the contract amount the City of McCook pays for animal services.

C. Discussion regarding a potential ballpark project.

D. Discussion regarding the McCook Swimming Pool Committee's swimming pool recommendation.

- E. Discuss the potential annexation of properties on Ravenswood Road south of the McCook Industrial Park, and West 3rd Street east and southeast of Washington Street.
- F. Consider on its second reading Ordinance No. 2022-3041 providing for the annexation of a tract of land located north of "R" Street along West 7th Street in the NE1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2022-3041 upon its second reading.
- G. Update on City of McCook Radio Project including purchase of equipment and status of connection to the statewide radio system.
- H. Update from the City Attorney, Nathaniel J. Mustion, regarding ongoing efforts toward the establishment of a regional land bank.
- I. Council Comments.
- J. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to collective bargaining - the Fraternal Order of Police Lodge 57.
 - 1. Nebraska Open Meetings Act statement, if the motion to close passes.
 - 2. Close Executive Session.

Adjournment.

**CITY MANAGER'S REPORT
JULY 5, 2022 CITY COUNCIL MEETING**

ITEM: 2.A.

Approve the minutes of the June 20, 2022 regular City Council meeting and the June 27, 2022 joint City Council/Planning Commission meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 28, 2022

McCook City Council
June 20, 2022
5:30 P.M. Central

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

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

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion (excused 5:45 P.M.), City Clerk Doak, Library Director Crocker, Utilities Director Fawver, Fire Chief Harpham (excused 5:45 P.M.), Public Works Director Potthoff, Senior Services Director Siegfried, and Police Chief Smith.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on June 16, 2022, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

1. Announcements & Recognitions.

Fire Chief Harpham reminded all residents to celebrate safely during the 4th of July holiday. If you are planning on using fireworks, use only legal fireworks and only during the permitted times. With our very dry conditions he encouraged keeping a bucket of water or a garden hose nearby for emergencies and for pouring on fireworks that do not go off.

City Manager Schneider reminded the Council of the joint meeting with the Planning Commission regarding the proposed annexation areas; that with recent changes to budgeting requirements, it might be necessary to amend our proposed Budget Schedule; and that the Nebraska City/County Management Association annual conference is being held this coming Wednesday through Friday in the upstairs training room.

City Manager Schneider requested that consideration of Item 4.A. be moved before Item 2.A. to help the presenter meet other obligations that he has scheduled for this evening.

- 4.A. Receive and file information presented by Paul Grieger of D.A. Davidson with respect to use of a Local Options Sales Tax to fund a potential swimming pool project.

Paul Grieger of D.A. Davidson, present via zoom, updated the Council with various scenarios utilizing Local Option Sales Tax to fund a potential swimming pool project.

2. Public Hearings.

- 2.A. Public Hearing - Regarding the voluntary annexation of a tract of land located north of "R" Street along West 7th Street in the NE ¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, said property owned by the McCook Economic Development Corporation.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the voluntary annexation of a tract of land located north of "R" Street along West 7th Street in the NE ¼ of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, said property owned by the McCook Economic Development Corporation, with the City Manager to act as hearing officer. This motion, made by Calvin and seconded by Weedin, passed.

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

The City Manager received and filed into evidence Exhibit #1 - City Manager's Report prepared for the June 20, 2022 City Council meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Voluntary Annexation Petition/Request from the McCook Economic Development Corporation (1 page); Exhibit #4 - minutes of the June 13, 2022 Planning Commission meeting (3 pages); Exhibit #5 - Planning Commission Resolution No. PC2022-01 (2 pages); and Exhibit #6 - proposed Ordinance No. 2022-3041 (3 pages).

The City Manager reviewed the information presented in Exhibit #1.

Charlie McPherson, McCook Economic Development Director, and Greg Wolford, consulting engineer were present to answer any questions from the Council. In order to further housing development it is necessary for this area to be within the city limits, making TIF an eligible use for fund of the project.

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

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

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

Mayor Gonzales asked the Clerk to read Ordinance No. 2022-3041 by title.

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

Ordinance No. 2022-3041 has been introduced, read by title, and I move to approve upon its first reading. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

3. Consent Agenda.

Councilmember Calvin requested that Item E be pulled from the Consent Agenda and placed on the Regular Agenda.

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

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

- 3.A. Approve the minutes of the June 6, 2022 regular City Council meeting.
- 3.B. Receive and file the minutes of the June 13, 2022 Planning Commission meeting.
- 3.C. Receive and file the claims for the month of May 2022, published June 9, 2022.
- 3.D. Approve an application from Great Plains Communications to occupy the City right-of-way in the alley between East 4th Street and East 5th Street, south to East "I" Street, installing 3 - 1¼" underground ducts with fiber optic cable and 2 ground level vaults.
- 3.F. Receive and file the Financial Report for the period ending May 31, 2022.
- 3.G. Approve the application for a Special Designated Liquor License submitted by Arapahoe Fun Center, LLC, Liquor License #CK-110041, for a wedding reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on July 16, 2022 from 5:00 P.M. to 11:00 P.M.

4. Regular Agenda.

- 3.E. Approve the request from Katie Anderson to close East "M" Street from East 3rd Street to East 5th Street for the 1st Annual Big West Street Fest 3 on 3 basketball tournament on Saturday, July 16, 2022 from 8:00 A.M. to 9:00 P.M.

Motion to approve the request from Katie Anderson to close East "M" Street from East 3rd Street to East 5th Street for the 1st Annual Big West Street Fest 3 on 3 basketball tournament on Saturday, July 16, 2022 from 8:00 A.M. to 9:00 P.M. This motion, made by Calvin and seconded by Gonzales, passed.

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

Councilmember Calvin questioned whether the college had been contacted regarding closure of the street.

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

Motion to approve a Sidewalk Café Permit Application for Sehnert's Bakery and Bieroc Café, by and through its owner Andrew Ambriz, allowing for the creation of an outdoor dining area on the sidewalk adjacent to the Sehnert's Bakery and Bieroc Café building located at 310 and 312 Norris Avenue. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

Andrew Ambriz, owner of Sehnert's, and his employee Jamie Mockry were present to address the request with the Council.

Dale Dueland questioned whether the required six foot walkway was adequate when large pickups park in the area. He suggested widening it to ten to twelve feet.

- 4.C. Approve a Landfill Surface Lease Agreement between the City of McCook and Southwest Building, Inc.

Motion to approve a Landfill Surface Lease Agreement between the City of McCook and Southwest Building, Inc. This motion, made by Calvin and seconded by Weedon, passed.

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

Cody Siegfried, legal counsel for Mr. Case, and Greg Wolford, engineer for the City, were present to address questions from the Council.

- 4.D. Council Comments.

Councilmember Muehlenkamp noted the poor yard conditions at the St. Catherine's apartments; and Mayor Gonzales noted the promotion efforts of the new airline serving the airport and questioned the outcome of last weeks city auction.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:42 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

Joint McCook City Council and
Planning Commission
June 27, 2022
5:30 P.M. Central

A JOINT MEETING OF THE MAYOR AND COUNCIL AND THE PLANNING COMMISSION OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:30 o'clock P.M. in the McCook Municipal Center upstairs training room.

Council Members Present: Mayor Gonzales, Councilmembers Calvin, Weedon, Muehlenkamp.

Council Members Absent: Councilmember Rambali.

Planning Commission Members Present: Vosburg, Bradley, Dueland, Friehe, McDowell, Davidson, Lyons, Mockry.

Planning Commission Members Absent: Hilker, Stevens.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Fire Chief Harpham, Utilities Director Fawver, Public Works Director Potthoff, and Craig Bennett, Miller & Associates - Land Development and Planning.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on June 23, 2022, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Gonzales announced that a copy of the Open Meetings Act was posted by the entrance to the Training Room and available for public review and called the meeting to order.

1. Discussion regarding proposed annexation with property owners south of McCook Industrial Park, along Ravenswood Road, and property owners adjacent to West 3rd Street, north of West 2nd Street.

Property owners along Ravenswood Road present: Christopher & Tamra Neel, Michael Fidler, Candace Rogers, Adam & Jessica Johnson, and James & Alisa Hall. Property owners along West 3rd Street present: Arthur Skinner and Cary Dack. Other public present: Linda Brunswick and Chris Maris.

City Manager Schneider reviewed the annexation process, the breakdown McCook resident's 2021 Tax Statement, how the 2021 Revenues are broken down for the City of McCook General Fund.

Each resident was presented a summary sheet of the savings from not being on a rural water rate, an estimate of what their city tax levy would be, an estimate of their savings with being on the City's ISO fire rating, and as a city resident they would not be levied for the Rural Fire District.

Mr. Bennett was present to address questions and gave an overview of the annexation process.

Discussion was held with the property owners.

Adjournment.

There being no further business to come before the Council and Commission, Mayor Gonzales declared the meeting adjourned at 7:07 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
JULY 5, 2022 CITY COUNCIL MEETING**

ITEM: 2.B.

RECOMMENDATION:

APPROVE THE LEASE AND AIRPORT USE AGREEMENT BETWEEN THE CITY OF MCCOOK AND KEY LIME AIR AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

Key Lime Air, dba Denver Air Connection began serving McCook Ben Nelson Regional Airport with commercial air service on June 1, 2022. This lease is for the use of the terminal building including the Airline ticket counter area, Managers office, Operations Room, Special Storage Areas and Airline Cargo Room consisting of a total of 1,281.4 square feet. (See exhibit A of the agreement) This agreement is identical to the lease that the former air carrier had with the City, with the exception of the addition of Section 16. Insurance. This section was added when it was determined that previous similar leases had no insurance requirements outlined. The term of this lease will run through May 31, 2024. The lease rent will be \$500.00 per month.

FISCAL

IMPACT: None. This lease amount was calculated into the current FY 21/22 budget.

APPROVALS:



Kyle Potthoff, Public Works Director

June 27, 2022



Nate Schneider, City Manager

June 27, 2022

**LEASE
AND
AIRPORT USE AGREEMENT**

1. This is an agreement between the City of McCook, a municipal corporation, organized and existing under and by virtue of the laws of Nebraska, hereinafter called the "City", and Key Lime Air, hereinafter called the "Airline".

RECITALS

WHEREAS:

2. The City owns and operates a public airport designated as McCook Ben Nelson Regional Airport, hereinafter called the "Airport", which is the Regional Airport of the City of McCook, Red Willow County, Nebraska, and is located in Red Willow County, Nebraska, and is administrated by the City Manager, hereinafter referred to as the "Airport Manager".

3. The City, as owner and operator, operates the airport as a proprietary function for the primary public purpose of providing to the public the services of air transportation.

4. Such operation is in the public interest and required by the public convenience and necessity.

5. The Airline is engaged in the scheduled transportation by air to and from McCook, Nebraska, of persons and property.

6. The Airline desires the privilege of using the airport and its facilities upon the terms and conditions hereinafter set forth.

LEASE

7. In consideration of the premises, the covenants and agreements herein contained and other valuable consideration, the City hereby leases and demises to the Airline that space in the airport terminal building which is designated and outlined in red in Exhibit "A" attached hereto, including the Airline ticket counter area (356.54 sq. ft.), Manager office (77 sq. ft. - excludes that portion under lease to the Civil Air Patrol), Operations Room (187 sq. ft.), Special Storage Areas (36 sq. ft.) and Airline Cargo Room (625 sq. ft.), consisting of a total of 1,281.4 square feet, to have and to hold the same, without liability or obligation on the part of the City to make any alterations of any kind on or about said premises, for the term of two (2) years from June 1, 2022 to May 31, 2024, or until earlier terminated in accordance with the terms herein.

8. The Airline shall use said premises only for purposes in connection with and incidental to its air transportation business including the handling, ticketing, billing and manifesting of passengers, baggage, and cargo.

9. The City shall furnish adequate heating, air conditioning, custodial and janitorial service for the space hereby leased exclusively to the Airline and to keep the public space in the terminal building properly heated, air conditioned and maintained in a safe, clean and sanitary condition at all times.

10. In case the terminal building or the demised premises shall, without any fault or neglect on the part of the Airline, its servants or employees, be destroyed or so injured by the elements or otherwise as to be untenable and unfit for occupancy, then the liability of the Airline for rent of the premises thereafter, and all right to the possession thereof, shall cease at once.

10.1 The City shall maintain the terminal building, including the leased premises, in good repair and in tenable condition during the term of this agreement, except as they may become untenable or in need of repair through acts, fault or neglect of the Airline.

RIGHTS AND PRIVILEGES

11. Also, in consideration of the covenants and agreements herein contained and other valuable consideration, the City authorizes the Airline to exercise the rights, powers and privileges hereinafter set forth during the term of said lease.

12. The Airline is authorized to carry on and operate at the Airport its business of scheduled and charter transportation by air for hire of persons and property, which authorization includes the following:

12.1 It is authorized to transport, load and unload persons and property to, from and at the airport at convenient gate positions adjacent to the terminal building.

12.2 It may install, maintain and operate such radio, communications, meteorological and aerial navigation equipment and facilities as may be necessary or convenient in the opinion of the Airline for its operation; provided that such equipment and facilities be located within space leased to the Airline and at points previously approved by the City.

12.3 It is authorized to repair, maintain, condition, service, park and store aircraft or other aeronautical equipment in any space which may be allocated to the Airline.

12.4 It may conduct other activities which are reasonably necessary to the proper conduct and operation by the Airline of the principal business authorized by this agreement; it is specifically understood that this provision does not authorize the conduct of a separate business of any kind, type or description.

12.5 It is authorized to use, in common with others, existing and future aeronautical facilities at the airport. These shall include, but not be restricted to, the landing area, its extension and additions, roadways, runways, aprons, taxiways, public air navigation facilities, such as radio aids, beacons, control towers, signals, floodlights, landing lights, and all other conveniences now or hereafter provided for flying, landing and taking off of aircraft, provided the Airline shall not maintain or operate any surface vehicles in these areas except with the consent of and as specifically authorized by the Airport Manager. In this connection the Airline shall maintain adequate insurance on surface vehicles permitted to operate on the ramps and runways to protect the City against liability, and shall not operate any vehicles under any circumstances on the runways unless equipped with an operating rotating beacon.

12.6 It may use a public address system in the terminal building for the calling of flights and any other purpose connected with its business.

12.7 It has the right to maintain baggage carts on the walkway south of the terminal building, provided they shall not obstruct normal use of the walkway, and has the right to maintain equipment such as auxiliary power unit, ladders, and other equipment necessary or convenient to the servicing of its aircraft, and in such space adjacent to the terminal area as may be designated by the Airport Manager.

12.8 In the case of mechanical problems occurring in connection with its aircraft, necessitating repairs or other mechanical work, it may park such aircraft on the airport ramp at such place as may be designated by the Airport Manager during such reasonable time as may be required to perform such mechanical work and effect such repairs by its own employees or its Agents, and may enter upon the ramp with such reasonable equipment as may be necessary to accomplish such repairs and mechanical work.

12.9 It has full and unrestricted right of access to and egress from the space leased by it. The privileges shall extend to employees, business visitors, guests and invites and invitees of the Airline.

NON-DISCRIMINATION/AFFIRMATIVE ACTION

13.1 The Airline for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Airline, shall maintain and operate such facilities and services in compliance with all requirements imposed relating to Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

13.2 The Airline, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Airline shall use the premises in compliance with all requirements imposed by the regulations on Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

13.3 The Airline assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Airline assures that it will require that its covered suborganizations provide assurances to the Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 15 CFR Part 152, Subpart E, to the same effect.

13.4 The Airline shall furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

MISCELLANEOUS PROVISIONS

14. Parking Space. Parking space shall be provided by the City for vehicles used by the Airline and its employees.

15. Airport Accepted. The Airline represents that it has inspected the airport and accepts it as being in good order and in satisfactory condition, and is adequate for the purposes of the Airline, and it accepts the condition thereof and fully assumes all risks incident to the use thereof. The City shall not be liable to the Airline for any damages or injuries to the property of the Airline, its agents, employees, passengers, guests or business visitors which may result from hidden, latent or other dangerous conditions on the airport.

16. Insurance. The Airline shall provide, pay for, and maintain in force at all times during the term of this Agreement comprehensive general liability insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than \$100,000,000.00 per occurrence.

The aforesaid minimum limits of liability shall be reviewed from time to time by the City and may be adjusted by the City if the City reasonably determines such adjustments are necessary to protect the City's interest. The Airline shall furnish the City with a certificate or certificates of insurance whenever the City so requests, as evidence that such insurance is in force. The City reserves the right to require a certified copy of such certificates upon request. The Airline shall name the City as an additional party insured under such policy or policies to the extent of Airline's obligations hereunder. The Airline shall give the City written notice thirty (30) days prior to the cancellation of or any material change in such policy or policies.

17. Exemption from Liability. The Airline shall indemnify, defend and save harmless the City, its authorized agents, officers, representatives and employees from and against any and all penalties, liability, or annoyance or loss resulting from claims or court action in any manner caused by Airline's activities on the airport property.

The Airline specifically agrees that the City shall not be liable for any loss sustained by the Airline, its agents, guests, business visitors or employees as a result of the conduct by the Airline of any operation at the airport, unless such loss is sustained as the result of the negligence of the City, its Agents, and employees, provided, however, notwithstanding anything in this lease to the contrary, the City does not waive any immunity from liability it now has under the law and it expressly reserves the right to assert such defenses as it may have, including immunity, in any claim or court action, and this lease shall be construed accordingly.

18. Rules and Regulations. The Airline agrees to conduct all flight and ground operations on, at or near the airport in accordance with proper rules and regulations of all entities having jurisdiction of such operation, including, but not limited to, the U.S. Department of Transportation, the Federal Aviation Administration, appropriate political subdivisions and the Airport Manager, and faithfully to observe all general rules and regulations established by the City or its Airport Manager affecting the use of the airport.

19. Inspection by the City. The City, by its duly authorized agents, may enter upon the terminal building space leased to the Airline at any reasonable time for any purpose necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its functions, or for the purpose of inspection.

20. Maintenance of Airport. The City agrees that it will maintain the landing area, taxi strips, parking area, lighting facilities and, to the extent they are controlled by it, the air navigation facilities at the airport in a safe and useable condition and in good repair. The City will provide snow removal for the air operations area in accord with established procedures and in consideration of the conditions presented by the storm.

21. Hazards. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the Airline from erecting or permitting to be erected any building or other structure on the airport which in the opinion of the City would limit the usefulness of the airport or constitute a hazard to air navigation.

22. War or National Emergency. During the time of war or national emergency the City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities, and other areas or facilities of the airport, and if any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be terminated.

23. Agreements with United States. This agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

24. Non-Exclusivity. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended. The rights and privileges granted hereunder are non-exclusive and the City has the right to grant to others the privilege and right of conducting any or all of the aeronautical activities listed herein. However, the City covenants not to enter into any similar agreement with respect to the airport which contains more favorable terms than are contained in this agreement or to grant to potential competitors of the Airline privileges not herein authorized, unless the same are concurrently extended to the Airline.

25. Cancellation by City. The City may cancel this agreement without forfeiture, waiver or release of the City's right to any sum of money due it or to become due it under the provisions of this agreement, by giving the Airline sixty (60) days advance notice to be served as hereinafter provided, upon or after the happening of any of the following events:

- a. The filing of the Airline of a voluntary petition in bankruptcy.
- b. The institution of proceedings in bankruptcy against the Airline and the adjudication of the Airline as bankrupt.
- c. The taking by a court of jurisdiction of the Airline and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.
- d. The appointment of a receiver of the Airline's assets.
- e. The divestiture of the Airline's estate herein by other operation of law.
- f. The voluntary abandonment by the Airline of its conduct of air transportation at the airport for a period of thirty (30) days.
- g. The default by the Airline in the performance or non-performance of any covenant or agreement herein required to be performed by or required not to be performed by the Airline and the failure of the Airline to remedy such default for a period of thirty (30) days after receipt from the City of written notice to remedy the same, provided no notice of cancellation, as above provided, shall be of any force or effect if the Airline shall have remedied the default before receiving the City's notice of cancellation.

- h. The assumption by the United States Government or any authorized agency thereof of the operation, control or use of the airport and facilities, or any substantial part or parts thereof, in such a manner as substantially restricts the Airline, for a period of at least ninety (90) days, from operating an air transportation system.
- i. Any assignment made by the Airline for the benefit of its creditors.

26. Cancellation by Airline. The Airline may cancel this agreement and terminate all or any of its obligations hereunder at any time when it is not in default in the payment of any rentals, fees or charges to the City hereunder, by giving the City sixty (60) days advance written notice, to be served as hereinafter provided, upon or after the happening of any of the following events:

- a. The failure or refusal of the Federal Aviation Administration at any time during the term of this agreement to permit the Airline to operate into or from the airport with any type of aircraft licensed to operate into or from the airport or from other airports of like size and character; provided such failure or refusal is not due to any fault of the Airline.
- b. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the airport or any part thereof so as substantially to affect the Airline's use of the airport in its conduct of an air transportation system at the airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
- c. The inability of the Airline to use the airport, for a period of in excess of ninety (90) days, because of the issuance of any order, rule or regulation by the Federal Aviation Administration of the Civil Aeronautics Board or other competent governmental authority, preventing the Airline from operating into and from the airport, provided such inability or such order, rule or regulation, is not due to any fault of the Airline.
- d. The default by the City in the performance of any covenant or agreement herein required to be performed by the City and the failure of the City to remedy such default for a period of sixty (60) days after receipt from the Airline of written notice to remedy the same, provided no notice of cancellation, as above provided, shall be of any force or effect if the City shall have remedied the default before receiving the Airline's notice of cancellation.
- e. The assumption by the United States Government or any authorized agency thereof of the operation, control or use of the airport and facilities, or any substantial part or parts thereof, in such manner as substantially to restrict the airline for a period of at least ninety (90) days, from operating any air transport system.
- f. The termination of this U.S. Department of Transportation's subsidized Essential Air Service Program as it applies to Airline's service at McCook, Nebraska or the designation of a carrier other than Airline for such subsidized service at McCook, Nebraska.

27. Waiver of Default. No waiver of default by either party of any of the terms, covenants or conditions hereof shall be construed as a Waiver of any subsequent default by the other party.

28. Agreement Non-Assignable. The Airline shall not transfer or assign this agreement or any privilege granted it, either voluntarily or involuntarily, without the prior written permission of the City, which consent shall not be unreasonably withheld.

29. Construction. This instrument defines fully the scope of the rights and privileges extended to the Airline. It expresses the full agreement of the parties and it should not be construed as conferring by intendment any rights or privileges on the Airline which are not specifically enumerated herein.

30. Notices. Any notice desired or required to be served by either party upon the other may be served by depositing such notice in registered United States mail in a sealed envelope, postage prepaid, or via facsimile, addressed as follows:

to the Airline:

Key Lime Air
Glen Rich, Vice President
13252 E. Control Tower Rd
Englewood, CO 80112
FAX (303) 768-8144

to the City:

City of McCook
P.O. Box 1059
McCook, NE 69001-1059
FAX (308) 345-1461

and service shall be deemed complete upon the accomplishment of such mailing or upon receipt of a confirmation copy of facsimile.

RENTALS AND CHARGES

31. Rent. The Airline agrees to pay to the City, and the City agrees to accept from the Airline, as rent for the terminal building space leased to the Airline by Paragraph Seven (7) hereof and the services required by Paragraph Nine (9), the sum of \$500.00 per month for the ticket counter area (356.4 sq. ft.), Manager's Office (77 sq. ft.), Operations Room (187 sq. ft.), Special Storage areas (36 sq. ft.), for the cargo room (625 sq. ft.). Said amount shall be paid monthly at the office of the City Clerk.

Dated: June 1, 2022

ATTEST:

CITY OF McCOOK

Lea Ann Doak, City Clerk

Michael Gonzales, Mayor

Date of Execution: _____

Key Lime Air

Glen Rich, Vice President

Date of Execution: _____

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 2022 before the undersigned Notary Public, duly appointed and qualified for said County and State, personally came Glen Rich, known to the undersigned to be the Vice President of Key Lime Air, and the same person who executed the above and foregoing Lease and Airport Use Agreement on behalf of said Company and acknowledged the execution thereof to be his voluntary act and deed of the Corporation.

Notary Public

My commission expires _____.

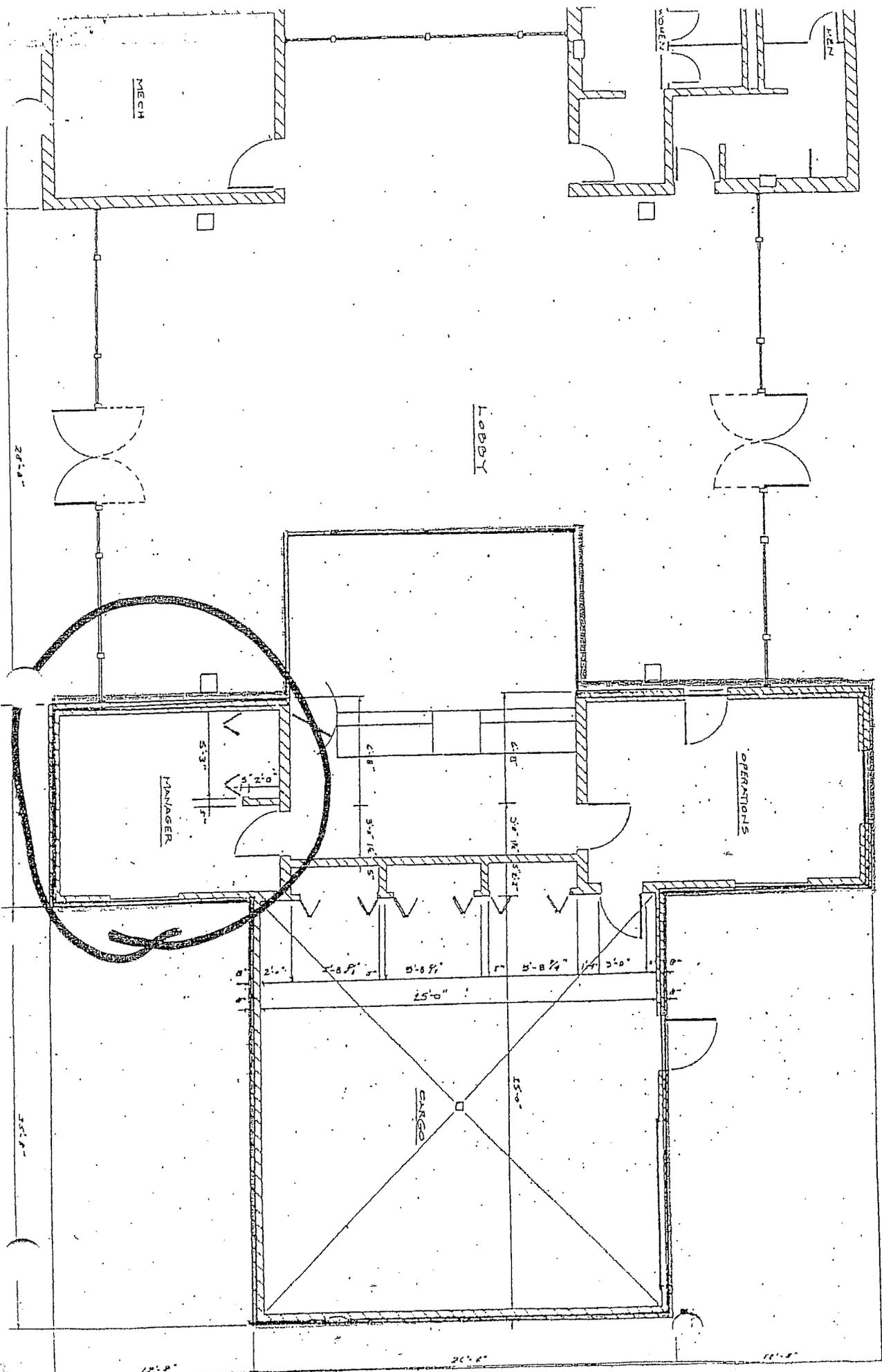


EXHIBIT A

**CITY MANAGER'S REPORT
JULY 5, 2022 CITY COUNCIL MEETING**

ITEM: 2.C.

Receive and file the Property Damage Incident Form from Terry Pinkal and instruct that it be submitted to the City's insurance carrier for review and appropriate action.

BACKGROUND:

Attached to this report you will find the Notice of Claim received from Terry Pinkal.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 29, 2022



Nathan A. Schneider, City Manager

June 29, 2022



PROPERTY DAMAGE INCIDENT FORM

PHONE NO.: 308-345-2022, ext. 224 EMAIL: burkey@cityofmccook.com
 FAX (303)345-1461

INCIDENT INFORMATION

LOCATION OF INCIDENT STREET: 1307 Morris Ave	DATE OF INCIDENT 6-9-2022 ^{thru} 6-13-2022	TIME OF INCIDENT ?
CITY, STATE, ZIP: McCook, NE 69001	POLICE OR FIRE DEPARTMENT CONTACTED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
COUNTRY: USA	NAME OF REPORTING OFFICER:	
DESCRIBE LOCATION OF INCIDENT: Home	POLICE REPORT NUMBER:	

REPORTING INDIVIDUAL INFORMATION

NAME: Terry Pinkal	PHONE NUMBER: 308-340-1810
STREET ADDRESS: 1307 Morris Ave	CELL PHONE NUMBER: Same
CITY, STATE, ZIP: McCook NE 69001	DATE OF BIRTH: 5-21-1958

PROPERTY DAMAGE

DESCRIPTION OF PROPERTY DAMAGED: Sewer back up - damaged carpet & personal property in basement. Cost of Plumbers to attempt to clean out drain. Labor cost to tear out ^{wet} carpet & move personal belongings. Cleaning cost. Dump fees. Carpet replacement.
Volz - \$262 ²⁵ Dr-Drain \$506 ⁹² Plumber cost \$600 Dump fee 8 ²¹
Summary On New Carpet Estimate 2096 ⁷⁶ Personal Property - \$500 ⁹² Terry Pinkal 350 ⁰² Loss of work to clean up
ESTIMATE VALUE: #3724 ⁷⁴ thru 6-28-2022 may be more to add on

CLAIM DETAILS What Happened: (Give as much detail as possible, include photos and witness information if applicable):

Came home from a weekend trip to wet carpet in basement. there was no water on the floor
 Wednesday afternoon June 8th We left early Thursday morning June 9th. Came home Monday night, the
 floor was wet, the sewer had backed up. Called Volz Tuesday morning June 14th Chris was able to
 get there that afternoon but unable to clear the drain. He told me to call
 Dr-Drain Rescue. He came by Thursday June 16th. His statement is on a copy of this bill
 as far as what he did. Called the city they sent a truck up to set
 the main. ~~Dr-Drain Rescue~~

Continue on back

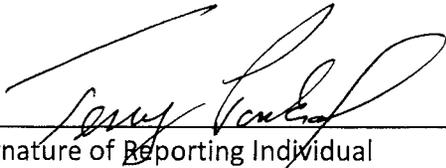
~~2022~~. I started cleaning up and removing carpet
Tuesday Morning. During clean up I discovered the the drain
still worked it was just very slow. It would not take
large volumes of water all at once. I believe the water softener had
regenerated while we were gone which ~~caused the problem~~ was the source of the
water and sewage on my floor when I returned. We could not
flush a toilet, do laundry or shower in the house, small amounts
of water such as drinking water and washing hands was fine.
One of the city workers stated that it was easy to tell that
the sewage in the man hole had been there for a while, after he
took off the cover and looked inside ~~it~~ before they pumped it
out.

We were without a working drain thru Thursday
6-16-2022 after the city Jettied the main line

WITNESSES (Include written statements if applicable)

NAME: Chris Williamson	NAME: Rose Wbskamp
ADDRESS: 71499 Rd 362	ADDRESS: 1307 Norris Ave
CITY, STATE, ZIP: Trenton, NE. 69044	CITY, STATE, ZIP: McCook NE. 68001
PHONE NUMBER: 308. 340. 0340	PHONE NUMBER: 530 448 2107

NAME: Chris (from Volz)	NAME:
ADDRESS: McCook	ADDRESS:
CITY, STATE, ZIP:	CITY, STATE, ZIP:
PHONE NUMBER: 308 340 0110	PHONE NUMBER:



Signature of Reporting Individual

6-28-2022

Date Submitted

Dr. Drain Rescue
 71499 Rd. 362
 Trenton, NE. 69044
 Phone # 308-340-0340

Invoice

Date	Invoice #
6/16/2022	8269

Bill To

Physical Location

Terry Pinkal
 1307 Norris St.
 McCook, NE. 69001

Land Application Site	Gallons Pumped	Longitude	Latitude	Terms	Mileage
				Net 15	23

Qty	Description	Rate	Amount
1	Jett Main line	275.00	275.00T
1	video inspection with Jetting	150.00	150.00T
15	Mileage Charge	3.25	48.75T

Complaint- Main line is plugged

Work done- Installed camera into roof vent and went to the location of city main in alley and was unable to get through, installed jetter and went in 160' and was in city line but line didn't clear line, re-installed camera and could see customers line was open to within 3' of city line. Customers line appeared to go into pool of sludge water.

Thank You Christopher Williamson Dr. Drain Rescue
 State license # C-1975

Thank You!
 Please pay from this invoice.

If payment is not within terms interest will accrue at 21% interest APR.

Subtotal	\$473.75
Sales Tax (7.0%)	\$33.17
Total	\$506.92

Volz Inc

PO Box 185
1005 East C St
McCook, NE 69001

Invoice

308-345-5243

Date	Invoice #
6/15/2022	60460

Bill To
T. PINKAL CONSTRUCTION PO BOX 632 MCCOOK, NE 69001

Ship To
TYLER LOOP

P.O. Number	Terms	Due Date	Rep
	Net 15	6/30/2022	BL

Quantity	Description	Price Each	Amount
	06/03 AND 06/09/2022 HOOK UP SINK AND DISHWASHER		
1	FLEXIBLE DISHWASHER SUPPLY	28.41	28.41T
1	BADGER 5 DISPOSAL	170.00	170.00T
1	1/4 COMPRESSION SHUT OFFS	11.40	11.40T
1	1 1/2 PVC P TRAP	4.00	4.00T
1	1 1/2 PVC END OUTLET	6.89	6.89T
1	645705 DISPOSAL WASTE ASSEMBLY	75.00	75.00T
1	646596 STRAINER WASTE ASSEMBLY	63.95	63.95T
3.5	LABOR	70.00	245.00

Thank You For Choosing Us For Your Plumbing, Heating and Cooling Needs!

Sales Tax (7.0%)	\$25.17
Total	\$629.82
Payments/Credits	\$0.00

All invoices are due in full upon receipt. 1.5% monthly will be charged on any unpaid balances after 15 days.

McCook Floor Covering, Inc.
dba Samway Floor Covering & Furniture
1801 North Highway 83
McCook, NE 69001

Quote

Invoice #: 00051231
Date: 6/23/2022
Ship Via:
Page: 1

Bill To:

Terry Pinkal
1307 Norris Avenue
McCook, NE 69001

Ship To:

Terry Pinkal
1307 Norris Avenue
McCook, NE 69001

Description	Amount	Tx
Instock Carpet \$1.85 per square foot	\$976.86	X
6 lb pad	\$290.42	X
Installation--including nine steps	\$588.70	
Removal/Disposal of existing carpet	\$122.67	
Adhesive, 1/2 bucket--used to hold pad into place	\$27.48	X
Any metal requiried is billed at \$1.50 per linear foot		

Thank you!

Your Order #:
Shipping Date:

Terms: C.O.D.

Freight: \$0.00
Sales Tax: \$90.63
Total Amount: \$2,096.76
Amount Applied: \$0.00
Balance Due: \$2,096.76

CITY/MCCOOK TRANSFER STATION
 1801 WEST OLD HWY 6&34
 PO BOX 1059/ MCCOOK NE 69001

035235 T.PINKAL CONSTRUCTION
 P.O. BOX 632
 MCCOOK NE 69001

SITE	TICKET	GRID	WEIGHMASTER			
01	240166	COMM	RON			
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF	
06/23/22	06/23/22	13:22	13:37			
REFERENCE		ORIGIN				
		COMMERCIAL				

Scale 1 Gross Wt.	7700	LB	Inbound - Charge ticket
Scale 1 Tare Wt.	7440	LB	
Net Weight	260	LB	

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
0.13	TON	COMMERCIAL	67.00	8.71	0.00	8.71
<i>Carpet</i>						

YOUR SIGNATURE CERTIFY'S THAT THIS LOAD DOES NOT CONTAIN ANY HAZARDOUS MATERIAL, LIQUIDS, PAINT, CHEMICALS, TIRES, BATTERIES OR WHITE GOODS. ALSO YOUR SIGNATURE STATES THAT YOU HAVE READ AND UNDERSTAND THE POLICY ON COVERED LOADS.

NET AMOUNT
8.71
TENDERED
CHANGE
CHECK NO.

WW6T1 TO REORDER FORMS PLEASE VISIT WWW.WASTEWORKS.COM

SIGNATURE _____

CITY MANAGER'S REPORT
JULY 5, 2022 CITY COUNCIL MEETING

ITEM: 2.D.

RECOMMENDATION:

Recommend approval to the Nebraska Liquor Control Commission the Application for Manager submitted by Heritage Hills Golf Course, 600 Clubhouse Drive, which holds License #IB-010450, the applicant being Gregory C. Arkin.

BACKGROUND:

Upon notice from the Liquor Control Commission, this application is being presented to the Council for consideration. The Council may choose not to make a recommendation of approval or denial to the Commission.

FISCAL
IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

June 30, 2022



Nathan A. Schneider, City Manager

June 30, 2022



Pete Ricketts
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe
Executive Director
301 Centennial Mall South
P.O. Box 95046
Lincoln, Nebraska, 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TRS USER 800-833-7352 (TTY)
Web Address <https://www.lcc.nebraska.gov>

Today's Date: June 27, 2022
From: Rebecca Roberts (rebecca.roberts@nebraska.gov)
To: McCook City Clerk

I have attached a copy of a new corporate manager application submitted to the Nebraska Liquor Control Commission. Please complete the following information below to indicate your recommendation.

Licensee Name: Heritage Hills Golf Corporation
Trade Name (DBA): Heritage Hills Golf Course
License Number: IB-010450
Manager Name: Arkin, Gregory C
Due Date: August 11, 2022

- APPROVED
- NO LOCAL RECOMMENDATION
- DENIED

COMMENTS: (YOU MAY ATTACH MINUTES AND/OR ADDITIONAL NOTES)

Clerk's Name: _____ Date: _____

Kim Lowe
Commissioner

Bruce Bailey
Chairman

Harry Hoch
Commissioner

RESTRICTED: This information not to be released to other than authorized personnel.

LIQUOR APPLICATION REPORT

POLICE DEPARTMENT REPORT

DATE REQUESTED: June 27, 2022

DUE DATE: July 8, 2022

APPLICANT: Heritage Hills Golf Corporation - Gregory C. Arkin

DBA: Heritage Hills Golf Course

APPLICANT'S ADDRESS:

PHONE NUMBER (HOME):

(BUSINESS):

LICENSE ADDRESS: 6000 Clubhouse Drive

TYPE OF LICENSE: Class "IB" - License #010450

TYPE OF INVESTIGATION:

- | | | | |
|--------------------------|-------------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | Purchase of Business | <input type="checkbox"/> | New and Additional License |
| <input type="checkbox"/> | Upgrade of Existing License | <input type="checkbox"/> | Transfer of Location |
| <input type="checkbox"/> | Expansion of Present Business | <input checked="" type="checkbox"/> | Manager |
| <input type="checkbox"/> | Renewal - Long Form | | |

TYPE OF BUSINESS:

- | | | | |
|--------------------------|---------------------------|--------------------------|---------------------------|
| <input type="checkbox"/> | Hotel/Motel | <input type="checkbox"/> | Restaurant/Food Service |
| <input type="checkbox"/> | Liquor/On-Off Sale | <input type="checkbox"/> | Liquor/On-Sale Only |
| <input type="checkbox"/> | Liquor/Off-Sale Only | <input type="checkbox"/> | Entertainment/Bottle Club |
| <input type="checkbox"/> | Other - Convenience Store | | |

TYPE OF OWNERSHIP: Corporation Partnership Individual
 Limited Liability Company (LLC)

Investigation Completed by: _____

Kevin A. Hodgson

Date: _____

6/30/22

PERSONAL HISTORY – MANAGER:

58. Manager's Name: **Gregory C. Arkin**

59. Date of Birth: **10-21-72**

60. Sex: **Male**

61. Home Address: **1300 East H St. #45 McCook, NE**

62. Citizen of the United States? Yes No

If Naturalized, Certificate Number:

Place:

63. Proper residence has been established? Yes No

If no, explain:

64. Criminal History – Has manager been arrested and/or pled guilty to any
 misdemeanor? felony? (If felony, attach detailed description.)

DWAI in May, 2001

65. Has manager been cited for and/or found in violation of the Liquor Laws of the State of
Nebraska or other State in which previously licensed?

Yes No

66. Has manager had a beneficial interest in another liquor license? Yes No

If yes, Name, City, Address, Type of License:

67. Records check made (civil history). Yes No (attach records)

68. Investigation made of character/reputation of manager, report details of investigation:

Worked at South Suburban Park & Rec for the past 19 years

69. Number of Hours that will be spent by manager at licensed premises each week:

80 hours per week

70. Number of Hours that will be spent by manager working in occupation other than
licensed premises each week:

None

Lea Ann Doak

From: Roberts, Rebecca <Rebecca.Roberts@nebraska.gov> on behalf of Roberts, Rebecca
Sent: Monday, June 27, 2022 2:17 PM
To: 'burkey@cityofmccook.com'; 'ldoak@cityofmccook.com'
Subject: For Local Approval - 010450 Heritage Hills Golf Course - mgr app
Attachments: 010450 Heritage Hills Golf Course - Gregory C Arkin.pdf; 010450 Heritage Hills Golf Course - mgr app.pdf

Dear Clerk,

Please present the attached application for manager to your City/Village Council or County Commissioners and send back the results of their action, either by email lcc.frontdesk@nebraska.gov or FAX 402-471-2814, within 45 days of this notice.

Thank you,

Rebecca Roberts/ Office Specialist
Nebraska Liquor Control Commission
402-471-2573
402-471-2814 fax
Web: <http://www.lcc.nebraska.gov>
<https://www.facebook.com/NebraskaLiquorControlCommission>



Pete Ricketts
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe
Executive Director
301 Centennial Mall South
P.O. Box 95046
Lincoln, Nebraska, 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TRS USER 800-833-7352 (TTY)
Web Address <https://www.lcc.nebraska.gov>

Today's Date: June 27, 2022
From: Rebecca Roberts (rebecca.roberts@nebraska.gov)
To: McCook City Clerk

I have attached a copy of a new corporate manager application submitted to the Nebraska Liquor Control Commission. Please complete the following information below to indicate your recommendation.

Licensee Name: Heritage Hills Golf Corporation
Trade Name (DBA): Heritage Hills Golf Course
License Number: IB-010450
Manager Name: Arkin, Gregory C
Due Date: August 11, 2022

- APPROVED
- NO LOCAL RECOMMENDATION
- DENIED

COMMENTS: (YOU MAY ATTACH MINUTES AND/OR ADDITIONAL NOTES)

Clerk's Name: _____ Date: _____

Kim Lowe
Commissioner

Bruce Bailey
Chairman

Harry Hoch
Commissioner

010450

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use	BR
RECEIVED	
JUN 27 2022	
NEBRASKA LIQUOR CONTROL COMMISSION	

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the spouse must:

- N/A
- Sign the application
 - Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
 - Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
 - Be a registered voter in the state of Nebraska, include a copy of voter card with application
 - Spousal Affidavit of Non Participation Insert **not** required



0400
0019

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use
RECEIVED
JUN 27 2022
NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Heritage Hills Golf Corporation

Premise information

Liquor License Number: 010450 Class Type 1B (if new application leave blank)

Premise Trade Name/DBA: Heritage Hills Golf Course

Premise Street Address: 6000 Clubhouse Dr

City: McCook County: Red Willow Zip Code: 69001

Premise Phone Number: 308 345 5032

Premise Email address: greg@golfmccook.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

Ben H. A. President ✓
SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: ARKIN *• spouse* First Name: GREGORY MI: C

Home Address: 1300 EAST H STREET #45

City: MCCOOK County: RED WILLOW Zip Code: 69001 *3174*

Home Phone Number: 720-436-6836

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: DENVER, CO

Email address: greg@golfmccook.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: ARKIN First Name: KATE MI: M

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: DES MOINES, IA

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
 APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
MCCOOK, NE	2022	2022			
CENTENNIAL, CO	2019	2022			
AURORA, CO	2015	2019			
CENTENNIAL, CO	2011	2015			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2022	2022	HERITAGE HILLS	BEN ANDERSON	308-340-5403
2003	2022	SOUTH SUBURBAN	JOHN TOLAN	303-649-1115

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
GREGORY ARKIN	05/2001	DOUGLAS CO COLORADO	DWAI	DONE

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 06/23/2022 Name on Certificate: Gregory C Arkin

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Gregory C Arkin	06/2022	NE Premises On Responsible Serving

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
GREGORY C. ARKIN / GENERAL MANAGER	4/2020	HERITAGE HILLS GOLF COURSE MCLOOK, NE

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

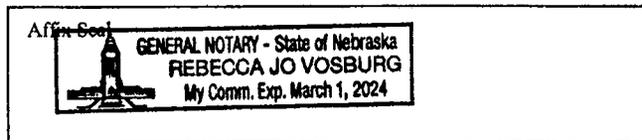
[Signature] Signature of Manager Applicant [Signature] Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Tad Willow The foregoing instrument was acknowledged before me this

23rd Day of June, 2022 by Gregory C Arkin
date NAME OF PERSON BEING ACKNOWLEDGED

[Signature]
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Heritage Hills Golf Corp.
Name of Person Being Fingerprinted: Gregory C. Arkin
Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]
Date fingerprints were taken: 4/18/2022
Location where fingerprints were taken: Mccoak- Red Willow Sheriff Office
How was payment made to NSP?
 NSP PAYPORT CASH CHECK SENT TO NSP CK # 5952
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

[Signature]
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

[Back to Listing / Registered Detail](#)

Gregory C Arkin

Political Party
Republican

precinct
Ward 4 Precinct 1

Election Details

05/19/2022 2022 Primary Election

We did not find any absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Evangelical Free Church
602 E 14th Street McCook, NE 69001



Ballot Styles

- 16.01 DEM
- 16.01 LIB
- 16.01 LMM
- 16.01 MON
- 16.01 REP

Districts

Show v

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.



Signature of **NON-PARTICIPATING SPOUSE**

Kate M. Arkin

Print Name



Signature of **APPLICANT**

GREGORY C. ARKIN

Print Name

State of Nebraska, County of RED WILLOW

State of Nebraska, County of RED WILLOW

The foregoing instrument was acknowledged before me
this 23rd day of June 2022 (date)

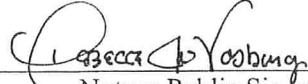
The foregoing instrument was acknowledged before me
this 23rd day of June 2022 (date)

by Kate M. Arkin

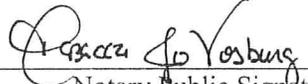
Name of person acknowledged
(Individual signing document)

by Gregory C Arkin

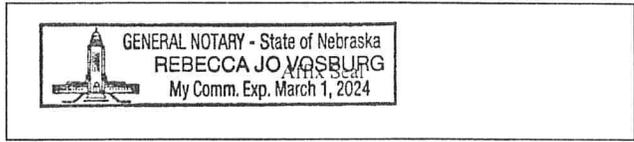
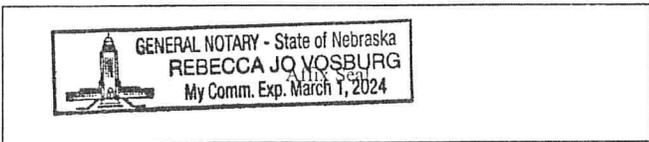
Name of person acknowledged
(Individual signing document)



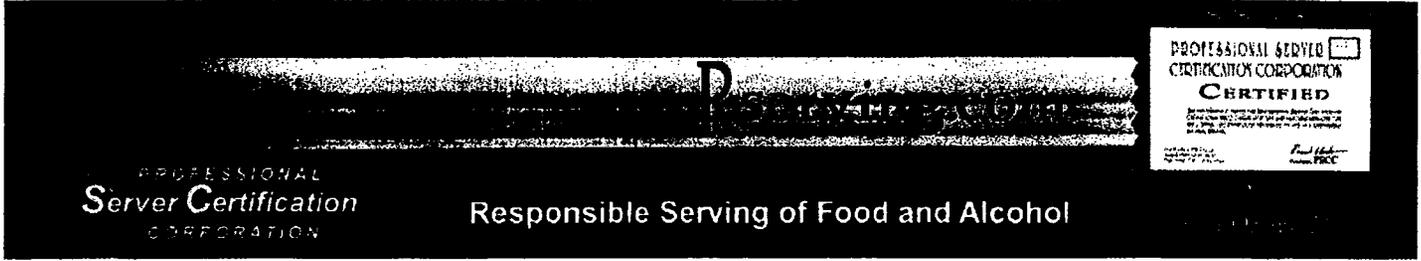
Notary Public Signature



Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.



Nebraska On-Premises Responsible Serving

This certificate confirms that

Gregory C Arkin

has successfully passed the Professional Server Certification Corporation (PSCC) course of study and has demonstrated the skill level and knowledge necessary to act as a responsible alcohol server.

Certificate #: PSCC10000586538
Award Date: 06-23-2022
Expiration Date: 06-22-2025

Robert V Graham
Robert Graham, President/CEO

To verify this certificate, go to Rservering.com.

CITY MANAGER'S REPORT
July 5, 2022 CITY COUNCIL MEETING

ITEM:

RECOMMENDATION:

Approve cost for upgrades on the WTP controls from Kurita America Inc. in the amount of \$88,250.00, and authorize the Mayor to sign.

BACKGROUND

The Water Dept. originally budgeted \$45,000.00 to the replacement of the WTP controls by Kurita America Inc. The current amount of \$88,250.00 is due to the rise in computer components and shipping costs. Kurita America Inc. will not be able to provide the components for at least 6 months and suggests the City of McCook sign the contract in the amount of \$88,250.00. By signing now, the Utilities Dept. will lock in the bid price.

Kurita America Inc. was the original builder of the WTP in 2006. Due to the nature of the WTP and its controls Kurita America Inc. is the only provider for the components and services that will be provided.

FISCAL IMPACT: None.

APPROVALS:



Pat Fawver, Utilities Director

Date: 6-30-22



Lea Ann Doak, City Clerk/Treasurer

Date: _____



Nate Schneider, City Manager

Date: _____

GENERAL PROVISIONS

§ 34.01 TITLE.

This chapter shall be known and may be cited as the "Purchasing Ordinance of the City of McCook".
(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012)

§ 34.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BID. All bids and proposals.

CITY. The City of McCook, Nebraska.

CONTRACTUAL SERVICES. Work performed by an independent contractor requiring specialized knowledge, experience, expertise, or similar capabilities wherein the service rendered does not consist primarily of acquisition of supplies, materials, and equipment. The services may include (by way of illustration, not limitation) services such as maintenance of buildings or equipment, employee training, postage, equipment service contracts, rental of equipment and machinery, and cleaning services. The term shall not include professional services, as defined in this chapter, or other contractual services which are in their nature unique and not subject to competition such as public utility services, telephone, and cable services.

PROFESSIONAL SERVICES. All architect, engineering, accounting, legal, medical, and consultant services.

SUPPLIES. All supplies, materials, and equipment.

USING AGENCY. Any department, division, commission, or other unit in the city using supplies, procuring contractual services, or procuring professional services as provided for in this chapter.

(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012)

§ 34.03 EXCEPTIONS TO REGULATIONS.

Insofar as the authority of the Purchasing Agent, or his or her designee, is concerned, this chapter shall not apply to construction contracts for state or federally funded programs that mandate a different contracting procedure.

(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012)

PURCHASING AGENT

§ 34.15 APPOINTMENT OF AGENT.

The City Manager, or his or her designee, shall be the Purchasing Agent of the city.
(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012)

§ 34.16 DUTIES AND RESPONSIBILITIES.

(A) The Purchasing Agent, or his or her designee, shall have the responsibility:

(1) To purchase or contract for all supplies, equipment, and contractual services needed by any using agency which derives its support wholly or in part from the city, in accordance with procedures as prescribed

by city ordinance and such rules and regulations as the Purchasing Agent, or his or her designee, shall adopt for the internal management and operation of the purchasing functions;

(2) To procure for the city the highest quality in supplies, equipment, and contractual services at the least expense to the city, to discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases and sales, and to establish and amend, when necessary, all rules and regulations authorized by city ordinance and any others necessary to its operations;

(3) To explore the possibilities of purchasing "in bulk", so as to take full advantage of discounts, to procure for the city all tax exemptions to which it is entitled, and to secure for the city the maximum efficiency in budgeting and accounting;

(4) To prescribe and maintain such forms as shall be reasonably necessary to the operation of purchasing, and to prepare and adopt standard purchasing terms for city departments, divisions, agencies and suppliers;

(5) To prepare, or cause to be prepared, written specifications of all standard supplies;

(6) To have the authority to declare vendors who default on their quotation irresponsible vendors and to disqualify them from receiving any business from the city for a stated period of time; and

(7) To keep informed on current developments in the field of purchasing, prices, market conditions and new products, and secure for the city the benefits of research done in the field of purchasing by other governmental jurisdictions having national recognition and by private businesses and organizations.

(B) All departments shall submit to the Purchasing Agent, or his or her designee, at such time and in such form as he or she shall prescribe, reports showing stocks of all supplies which are no longer used or which have become obsolete, worn out, or scrapped.

(C) The Purchasing Agent, or his or her designee, shall have the authority to sell or dispose of all surplus supplies and equipment of less than \$20,000 in value which have become unsuitable or unnecessary for public use. The Purchasing Agent, or his or her designee, shall sell or dispose of the property by any method which is most advantageous to the city, including auction, sealed bid, private or public sale, trade-in for other property, or disposal at the landfill. All sales of equipment or supplies of \$20,000 or more in value shall require the prior approval of the City Council.

(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012)

PURCHASING PROCEDURE

§ 34.30 FORMAL CONTRACT PURCHASE.

(A) When the estimated cost of supplies, equipment, or contractual services exceeds \$30,000, no formal contract for purchase shall be authorized until the contract has been reviewed by the City Attorney, and without prior approval of the City Council. All supplies, equipment, and contractual services in this category shall be purchased by formal written contract, from the lowest responsible and responsive bidder, after due notice inviting bids.

(B) Notice inviting bids shall be published once in at least one official newspaper in the city and at least seven days preceding the last day set for the receipt of bids. The notice shall include a general description of the items to be purchased, and shall state where bid blanks and specifications may be secured, and the date, time and place for opening bids. The city shall also endeavor to distribute bid documents to responsible prospective suppliers of whom the Purchasing Agent, or his or her designee, may be aware.

(C) When deemed necessary, bid deposits shall be prescribed in the public notice inviting bids. Unsuccessful bidders shall be entitled to a return of surety required. The successful bidder shall forfeit his or her bid deposit upon failure on his or her part to enter a contract within ten days after the award.

(D) Bids shall be submitted sealed to the City Clerk and shall be identified as bids on the envelope. Bids shall be opened in public on the date and at the time and place stated in the public notices. A tabulation of all bids received shall be available for public inspection.

(1) The City Council shall have the authority to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby.

(2) If the city receives fewer than two on a contract, or if the bids received contain a price which exceeds the estimated cost, the governing body may negotiate a contract in an attempt to complete the proposed enlargement or general improvements at a cost commensurate with the estimate given.

(3) The City Council shall have the authority to not accept the bid of a contractor who is in default on the payment of taxes, licenses, or other monies due the city.

(E) Contracts shall be awarded to the lowest responsible and responsive bidder. In determining "lowest responsible bidder", in addition to price, the City Council shall consider:

(1) The ability, capacity, and skill of the bidder to perform the contract required;

(2) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

(3) Whether the bidder can perform the contract within the time specified;

(4) The quality of performance of previous contracts;

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract;

(6) The life-cost of the personal property in relation to the purchase price and specific use of the item;

(7) The performance of the personal property, taking into consideration any commonly accepted tests and standards of product usability and user requirements;

(8) Energy efficiency ratio as stated by the bidder for alternative choices of appliances or equipment;

(9) The information furnished by each bidder when deemed applicable by the Purchasing Agent, or his or her designee, concerning life-cycle costs between alternatives for all classes of equipment, evidence of expected life, repair and maintenance costs, and energy consumption on a per-year basis; and

(10) Such other information as may be secured having a bearing on the decision to award the contract.

(F) A **RESPONSIVE BIDDER** shall be defined as a person or company who has submitted a bid that conforms in all material respects to the "invitation for bids".

(G) When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Purchasing Agent, or his or her designee, and filed with other papers relating to the transaction.

(H) No contract in excess of \$30,000 for enlargements or general improvements, such as (by way of illustration, not limitation) water/sewer main extensions, street improvements, park improvements, or airport improvements, shall be awarded by the City Council until the plans/specifications and estimate of the cost are approved by the City Council.

(I) Except in the case of tie bids, there shall be neither formal nor tacit local vendor's preference policies. The city shall neither impose nor condone any bidding or procurement policies that result in exclusionary or anti-competitive bidding or violate state or federal antitrust laws. If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder. Where there is no local bidder or when two or more local bidders are equal, the Purchasing Agent, or his or her designee, shall award the contract to one of the tie bidders by drawing lots in public.

(J) The city, whenever applicable, may, by the use of purchasing under a state contract, purchase supplies, equipment, or services without the necessity of using the formal bid requirements as set forth in this section.

(K) The Purchasing Agent, or his/her designee, shall have the authority to join with other units of government in cooperative purchasing of supplies, equipment or services when the best interests of the city would be served thereby.

(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012; Ord. 2019-2990, passed 11-4-2019)

§ 34.31 INFORMAL PURCHASE.

(A) When the estimated cost of supplies, equipment or contractual services is less than \$30,000, the purchase shall be made in the open market, without newspaper advertisement and without observing the procedure prescribed for the award of formal contracts in this chapter and shall be referred to as open market purchases. All such purchases shall be awarded by the Purchasing Agent, or his or her designee.

(B) All open market purchases greater than \$2,500 and not more than \$30,000 shall be acquired after solicitation of two quotations. Purchases provided for under this subsection should be made from the "lowest responsible and responsive bidder", in accordance with the same criteria established in this chapter for the formal contract procedure.

(C) All open market purchases of \$2,500 or less may be made without the necessity of soliciting two quotations.

(D) The Purchasing Agent, or his or her designee, may solicit open market quotes by direct mail request to prospective vendors, by public notice on the bulletin board at City Hall, by telephone, by facsimile transmission, by electronic mail, or other electronic means.

(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012)

§ 34.32 NON-COMPETITIVE PURCHASING.

A contract may be awarded without competition when the Purchasing Agent, or his or her designee, determines that there is only one source for the required supplies, materials, or contractual services. The Purchasing Agent, or his or her designee, shall conduct negotiations, as appropriate, as to price, delivery, and terms.

(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012)

§ 34.33 EMERGENCY PURCHASE.

(A) In the event of an emergency which requires immediate purchase of supplies or contractual services, the Purchasing Agent, or his or her designee, shall be empowered to secure by open market procedure as herein set forth, at the lowest obtainable price, any supplies or contractual services.

(B) **EMERGENCY** shall be defined as any event that interrupts the normal administration of city services, thereby jeopardizing the life, health or convenience of citizens.

(C) Should an emergency situation arise on a weekend or holiday, and where it is not possible or convenient to reach the Purchasing Agent, or his or her designee, any purchase necessary shall be made by the department in charge and the purchase reported to the Purchasing Agent, or his or her designee, without delay.

(D) A report of the circumstances of an emergency purchase shall be filed by the Purchasing Agent, or his or her designee. Purchases in excess of \$30,000 shall be forwarded to the City Council for confirmation.

(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012)

§ 34.34 VERIFICATION OF ENCUMBERED FUNDS.

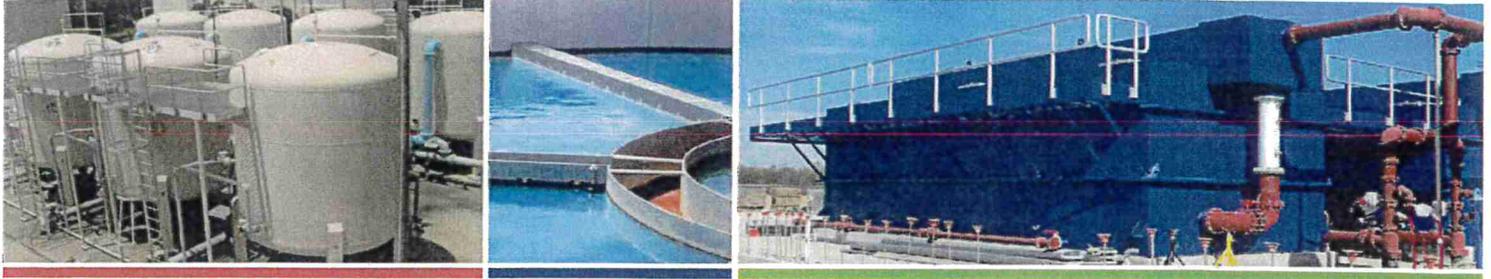
Except in cases of emergency, the Purchasing Agent, or his or her designee, shall not issue any order for delivery on a contract or open market purchase until it has been certified, after pre-audit, that there is sufficient unencumbered appropriation balance to the credit of the using agency or department, in excess of all unpaid obligations, to defray the amount of the orders.

(Ord. 2007-2787, passed 3-5-2007)

§ 34.35 PROFESSIONAL SERVICE PROCUREMENT.

For the purpose of procuring professional services, any using agency requiring the services may procure them on its own behalf. A using agency procuring the services shall consult with the Purchasing Agent, or his or her designee. No contract for professional services exceeding \$30,000 may be awarded until the contract has been reviewed by the City Attorney, and without the prior approval of the City Council.

(Ord. 2007-2787, passed 3-5-2007; Ord. 2012-2873, passed 5-7-2012)



Quotation

City of McCook, NE Replacement Control Panel Quote Tonka Water Original Job #04288

Addressee: Jesse Dutcher
City of McCook, NE

Quotation #: KATW06302022-1BRP

Quotation Date: 6/30/22

Kurita America Contact:
Brienne Peterson
6600 94th Ave. North
Minneapolis, MN 55445
USA
1-800-530-1887
b.peterson1@kurita-water.com



ABOUT KURITA AMERICA

Kurita America is a designer and manufacturer with 70 years of experience in providing customized water and wastewater systems to municipal and industrial customers with more than 2300 installations. Engineering cost-effective solutions for the most challenging surface water and ground water problems.

Key packaged solutions

- Clarification
- Membrane systems
- Filtration
- Ion Exchange
- Metals removal
- **Refurbishments**
 - Turn-key services matching original specifications
 - Simul-Wash™ – simultaneous air & water backwash system
 - BLEU™ –low profile SS dual underdrain
 - Uni-Cast™ Underdrain – pour in place
- **Media Replacement and Analysis**
 - Turn-key removal and installation
 - Inventoried anthracite, Sand, garnet, gravel, and greensand
- **Parts**
 - Full line of OEM parts
 - Chemical feed equipment
 - Valves and valve rebuild parts
- **Automation and Controls**
 - Factory remote support and monitoring
 - SCADA compliant and control
 - Allen Bradley control upgrades, PLC & HMI and obsolete replacement
 - Compliance reporting and trending
 - Custom functional modification for ease of use like screens, tablets, PCs
 - Security – firmware, smart switch

• Service packages and parts

- Filter media replacement
- Original equipment manufacturer parts
- Full array of water related parts
- Troubleshooting
- Upgrades and refurbishment
- Site-based services
- Underdrain nozzles and replacement
- System enhancements
- Design-Build-Operate-Maintain solutions for industrial water/wastewater facilities
- Disinfection services and media treatment services
- Meets AWWA and NSF standards
- Stocked sealing and control components
- Aerator packing materials





Kurita America's remote monitoring and access system is the perfect solution for the busy plant operator who wants the ability and flexibility to monitor and control his/her plant from various locations using a tablet or computer.

Benefits of Remote Monitoring and Access

- Ability to access and monitor the Kurita America Control Panel from any location using an existing internet connection.
- Ability to remotely acknowledge alarms and fully control the Kurita America Control Panel.
- Allows Kurita America Programmers to immediately access your control panel for remote troubleshooting and program changes without the need for a costly service trip

Types of Remote Monitoring and Access Product Offerings

Remote Access Using Kurita America Router

- Customer-Provided Internet Connection
- Kurita America -Provided Configured Router
- Kurita America -Provided Configured Remote Access Tablet
- Customized Programming of Components for Secure Access
- Remote Start-up Support

Remote Access Using Existing Plant Router

- Customer-Provided Internet Connection
- Kurita America Utilizes Existing Plant Router
- Kurita America -Provided Remote Access Unit
- Kurita America -Provided Remote Access Tablet
- Customized Programming of Components for Secure Access
- Remote Start-up Support

Remote Access Using Cellular Connection

- Customer-Provided Cellular Data Plan and SIM Card
- Kurita America -Provided Remote Access Unit
- Kurita America -Provided Remote Access Tablet
- Customized Programming of Components for Secure Access
- Remote Start-up Support



Scope of Work

Kurita America has been requested to provide a quotation for a complete replacement control panel for the McCook, NE Tonka Water Treatment System (Tonka Water original job #04288). The replacement control panel will be shipped fully equipped with a pre-loaded, custom program.

The new control panel will include industry-standard Allen Bradley PLC and HMI components. The new control panel will be custom programmed for your system, with new added functionality and user-friendly screens for better control and monitoring. The new system will include a 10.4" touchscreen HMI with custom screens uniquely tailored for your system.

In addition, the new panel is fully Ethernet capable and ready for remote access/control. We offer a separate remote access package for an additional fee that includes a custom tablet for remote operation. See pricing table below for details.

Project timeline is to have the material shipped in 26-28 weeks after the receipt of purchase.

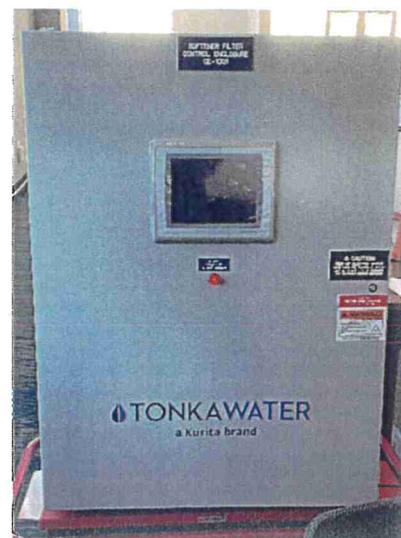
Key benefits of Kurita America for the Project

- Kurita America provided the original equipment and has the expertise to make key recommendations.
- Field Service Technicians with extensive equipment knowledge for start-up after repair.
- Plant operation will run according to Kurita America Engineering design.

Products Provided

Control Panel

- Kurita America is to provide a new control panel to match existing size.
- Allen Bradley PanelView Plus 7 – 10.4" operator interface terminal for operation observation.
- Compaclogix Programmable Logic Controller
- Ethernet Switch – Ethernet SCADA capable
- Remote Access
- Program to be preloaded prior to shipping.
- Freight to the jobsite is included.





Remote Access Package

- Kurita America Custom-Configured Remote Access Tablet (iPad)
- Kurita America Remote Access Unit mounted inside of control panel
- Custom Programming of Components for Secure Access
- Remote Start-up Support by Kurita America Programmers

Customer to Provide

- Internet Connection into Building
- Existing Plant Router (Kurita America to utilize existing router for connection)

Important Notes

- The hardware and labor included in this quote is to allow remote or local (plant site) wireless access to the Kurita America OIT screens using a secure and encrypted VPN connection.
- This quote does not include any startup trips to install or train on the Mobile OIT. A startup 1 day trip can be quoted separately upon request.
- The Mobile OIT requires a fixed IP address for the plant site and a reliable internet connection. Once final onsite VPN configuration is completed, changing the IP address can create VPN connectivity issues. Reconfiguration of the VPN connection because of a change in the IP address is not covered under this quote.
- This quote does not include Firewall protection or any other type of security features other than the ones provided by default on the hardware supplied. If cyber security is a concern you can contact a local IT professional for further questions.
- The only labor and hardware to be provided is listed in this quote.

Customers Scope:

Execute the required Lock Out/Tag Out procedures as required to perform work on the necessary equipment. Label then disconnect all wiring from the existing enclosure to field devices. Remove old enclosure. Drill conduit entries into the new enclosure and terminate wiring in new enclosure. Providing new airlines as needed. Install Ethernet cables between existing router and new PLC.

Kurita will assist the customer with these tasks in an advisory role but will be limited by the presiding electrical code and licensing requirements governing the plant. Keep in mind that filter units that we encounter for these upgrades are rarely identical from one plant to the next. There may be some debugging time that is needed from the time power is applied to the new enclosure until it is fully functional.

The expected time required to perform these upgrades is 6-10 hours from the time the upgrade starts until the unit is running again. This is based on history and is not guaranteed due to unforeseen circumstances that may arise. Kurita is committed to meeting your standards and will not consider the job complete until you are satisfied. This upgrade can usually be done while the filter is in service if needed.



Start-up Services

Kurita America's Service technician to be onsite for 2 days to ensure filter backwash sequence and flow rates are within specification. Additional inspection as time allows.

Pricing

Pricing Table	
Control Panel, Pre-Programmed, Delivered	\$83,750.00
Remote Access Package	\$4,500.00
Kurita America Service Technician – start-up service	
TOTAL (USD)	\$88,250.00

Kurita bases this proposal on the invoice schedule as shown below:

- 90% Upon Shipment of Materials
- 10% Upon Services

Delivery:

1. Shipment of equipment will be made in approximately 26-28 weeks after receipt of Purchase Order.
2. This quote is valid for 14 days.

The attached **CONDITIONS OF SALE AND WARRANTIES** that are incorporated herein.
 For your convenience, this sheet may be used as your order for this equipment.

Items Ordered	_____
P.O. Number	_____
Total Net Price	_____
Firm Name and Address	_____
By (Print)	_____
Signature	_____
Date	_____

Kurita America Inc.
Purchase orders should be addressed to: Kurita America Inc. 6600 94 th Ave. North Minneapolis, MN 55445





We do not include the following:

1. Mechanical or electrical installation.
2. Unloading or rigging. The contractor must provide a suitable access to the jobsite.
3. On-site storage or protection of equipment.
4. Motor starters, motor controls, disconnects, or any other electrical equipment other than those specifically described herein.
5. Electrical wiring or conduit.
6. Control panel wall mounting material or hardware.
7. Any items not specifically described in this proposal.

Notes:

Equipment is quoted f.o.b. factory with full freight allowed to the jobsite.

Our proposal does not include any sales or use taxes.

Travel expenses included.

When ordering please include a signed copy of your Sales Tax Exemption certificate.

The attached Kurita America standard Terms and Conditions are incorporated by reference into this quotation, will be a part of any binding agreement between you and Kurita America and cannot be modified by you whether by the terms of your purchase order or otherwise, except to the extent expressly accepted by Kurita America in writing. You agree to abide by the terms of Section 1 ("General"), Section 3 ("Quotations") and Section 17 ("Confidential Information") of the Kurita America standard terms and conditions with respect to the information contained in this quotation and any other information provided to you by Kurita America, regardless of whether you submit an order or whether you and Kurita America enter into a binding agreement regarding the purchase of the products described herein. Please note that a copy of the contractor's payment and performance bond is required to be forwarded to us as a part of normal credit approval procedures.

Kurita America requires partial payments based on shipped material and purchaser's account being current prior to scheduling a field technician for equipment start-up.

Kurita America will provide field services as outlined above in this quotation. Kurita America's field service rate is \$1200.00 per day plus travel and per diem expenses. If Kurita America's field service personnel arrive on-site after a schedule is established and the project is not ready for the intended services to be performed, Kurita America will invoice for additional days, if required. If the time required is greater than listed in this quotation, Kurita America will invoice purchaser at the above field service rate plus travel and per diem expenses.



Conditions of Sale and Warranties

1. Exclusive Terms and Conditions

Together with any other terms the parties agree to in writing, these terms and conditions of sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell goods and provide advice, instruction and other services in connection with the sale of those goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this agreement will control the relationship by accepting goods and services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

2. Buyer Obligations

Seller will not control the actual operation of either Buyer's systems or goods at the site, and unless otherwise specifically agreed in writing, installation of goods shall be the responsibility of Buyer. Goods and services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of goods unless precluded by limitations (including, but not limited to actual space and feed water/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the goods and services due to changes in feed water/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For services to be accurate and goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feed water or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle goods in a proper and safe manner. If Buyer fails to fulfill the foregoing obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable.

3. Payment and Prices

Unless otherwise specified in writing in section 10 of this proposal document, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. [For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer.] Unless otherwise specified, all prices are ExWorks Seller's facility. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the agreement.

4. Payment for Excessive Usage; Lost and Damaged Goods

If payment for goods is based on some factor other than the actual amount of goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

5. Deliveries

Unless stated otherwise in the proposal, Seller shall deliver all products to Buyer EXW Seller's facility, place of manufacture, or warehouse, according to INCOTERMS 2000. Shipment dates, if applicable, noted in this proposal represent Seller's best estimate of probable delivery time considering conditions known at the time this Proposal was prepared. Upon acceptance of Buyer's purchase order or, where specified in the purchase order, upon receipt of Buyer's notification to proceed with fabrication of equipment that satisfies Seller's requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein shall be firm and fixed, provided that Buyer may notify Seller no later than 45 days prior to the scheduled shipment date of the products of an alternate point of delivery. Provided the parties agree a variation to take into account any additional cost [or delay] incurred by Seller in implementing this change, the alternate place of delivery shall become the agreed place of delivery for all purposes under this agreement.





6. Consigned Goods

Buyer shall bear all risk of loss and damage to all consigned goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such goods to Seller pursuant to Seller's shipping instructions.

7. Limited Warranties

Seller warrants that the goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Unless otherwise provided in any warranty schedule that may be attached hereto, the foregoing warranties are valid: (a) for chemicals and services, for 6 months from their date of delivery or the provision of Services; (b) for consumables, including filters and membranes, 12 months from their date of delivery, (c) for goods other than chemicals and consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "performance warranty document" signed between the parties on a separate basis, there is no performance warranty on goods and services or warranty on process results. For goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the goods or services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "return material authorization" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

8. Use of Equipment, Tanks, and Containers

Tanks and SBC's owned by Seller shall be used only for the storage of goods approved by Seller and, at Seller's request, shall be returned to Seller within thirty (30) days.

9. Compliance with Laws; Permits

Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration and labeling of all goods from and after Buyer's receipt of the goods, as well as for the proper management and disposal of all wastes and residues (including containers) resulting from Buyer's use of the Goods. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses of a permanent nature, or which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense.

10. Installation

For equipment purchase if applicable, installation costs of the equipment and materials supplied shall be the responsibility of the Buyer, unless otherwise provided within the Seller's proposal. Otherwise, unless stipulated in the Seller's proposal, Buyer agrees to pay for start-up supervision and operator instruction, at the Seller's prevailing rate per day. Buyer also agrees to pay reasonable expenses for transportation room and board for Seller's personnel. Standard terms of sale include two sets of operating instructions. If additional sets are required, they are available at an additional charge. Upon receipt of request for additional sets, a price quotation will be forwarded.

11. Differing Site Conditions And Hazardous Materials

In the event that Seller encounters any Hazardous Materials (shall mean toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at the Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the Seller's work under this Agreement may safely proceed.





12. Emergencies

In the event an emergency condition should occur where the protection of either the plant equipment, employees at site, or the surrounding community are threatened, Seller may procure the required and necessary equipment, personnel, or subcontract support. Seller must provide immediate notice to Buyer regarding the emergency and then provide a report after reviewing the events and itemizing all expenditures. Buyer will reimburse Seller for all emergency related expenses.

13. Excusable Delay/Non-Performance

Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable price and performance adjustment as applicable.

14. Confidentiality and Intellectual Property

Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Any software

Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section.

15. Limitation on Liability

To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

16. Conflicts; Survival, Assignment

If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

17. Termination and Cancellation

This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for





which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

18. Governing Law and Dispute Resolution

This Agreement shall be governed by the substantive laws of the State of Minnesota. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Minneapolis, MN, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.



**CITY MANAGER'S REPORT
JULY 5, 2022 CITY COUNCIL MEETING**

ITEM: **3.A.**

Presentation: Brandi Hilton Hagemann.

BACKGROUND:

Ms. Hagemann is the new Rural Prosperity Nebraska (RPN) Educator for Red Willow County. RPN is the Community Development Branch of UNL Extension. She requested to be on the agenda to introduce herself and to outline what her program would offer to the area.

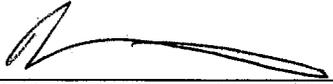
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 28, 2022



Nathan A. Schneider, City Manager

June 28, 2022



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

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

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

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

Name: Brandi Hilton Hagemann

Address: 1400 W 5th St.

Telephone Number: 308-520-0929

Email Address: brandi.hagemann@unl.edu

Date of Request: 6/27/22

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

I am the new Rural Prosperity Nebraska Educator for Red Willow County. RPIO is the Community Development branch of UNL Extension. I just wanted to introduce myself to the City Council. Thanks!

For Administrative Purposes:

Date Request Received: _____ Received by: _____

Action Taken: _____

Follow-Up Needed: _____

Signed: _____ Date: _____



**CITY MANAGER'S REPORT
JULY 5, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.B. Receive a request from the McCook Humane Society with respect to increasing the contract amount the City of McCook pays for animal services.

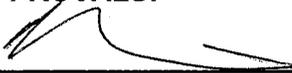
BACKGROUND:

Staff has received a request from the McCook Humane Society to increase the yearly contract amount paid by the City of McCook for animal services. The Humane Society has proposed increasing the contract amount by \$9,000 per year, which would increase the monthly contract amount from the current payment of \$2,940.08/month to \$3,690.08/month.

Attached to this report is an email from Joyce Anderson, Treasurer of the McCook Humane Society, which provides details of the requested modification. A revision to the contracted amount has not occurred since 2011. The City of McCook relies on the McCook Humane Society to serve as the community shelter for stray and unwanted animals. As noted in Ms. Anderson's email, a majority of the animals the Humane Society cares for originate from McCook (ie. 59%). Based on the Humane Society's operating expenses related to McCook pets (ie. \$141,702.00), the city only covers 29% of the associated costs.

Other cities and counties are being contacted by the McCook Humane Society to help cover the costs of animal care.

APPROVALS:



June 29, 2022

Nathan A. Schneider, City Manager



June 29, 2022

Lea Ann Doak, City Clerk

Nate Schneider

From: Joyce Anderson <anderson82joyce@gmail.com>
Sent: Wednesday, June 15, 2022 8:51 PM
To: Nate Schneider
Subject: Humane Society request

City Council and City Administration:

Due to the increasing labor costs in the past year, we did some research on our cost and funding breakdowns. When we got to researching the past contract history, we found that our contract price had not been raised since September 2011.

Calculations based on the similar 2% increase that is typical for your staff would take the shelter contract reimbursement to \$3655.58 from the current \$2940.08 which we have been receiving for the last 11 years. When reading the past addendum from 2011, we found that the contract was supposed to be reviewed annually which has not been done.

We are currently allocated \$12000 maximum for utility reimbursements each year. However, due to the replacement of some of the old inefficient HVAC systems, we have used the following utility reimbursements 2021 \$6084.57, 2020 \$7318.14, 2019 \$8822.10, respectively. As you can see, we are not using as many utilities due to these improvements.

Another improvement that we have done at the Shelter is to start using a pet adoption software in the past year that can tell us where each animal intake originated from. We found that 59% of the animals that we intake originated from within the city limits of McCook. Of the 293 McCook pets, 176 or 60% are strays. Based on our operating expenses related to McCook pets of \$141702.00, the City is only covering 29% of those costs. Thanks to our generous donors, we are able to continue our mission without those past increases in support from the City.

We are requesting to increase the contract amount by \$9000 per year which would be a contract amount of \$3690.08 per month plus a \$9000 cap on the utility reimbursement for a year in lieu of the \$12000 utility cap currently in place. This would make the City reimbursement share at about 35.7% of the City's share of our operating costs based on animal intakes.

We are contacting the other cities and counties that support our mission to help cover the costs of animals from their areas.

We plan to attend the July 5th City Council meeting to answer any questions you might have.

--

Joyce Anderson
Treasurer
McCook Humane Society
308-345-4512

**CITY MANAGER'S REPORT
JULY 5, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.C Discussion regarding a potential ballpark project.

BACKGROUND:

The City of McCook has been working with local partners, such as the Community Hospital; Mid-Plains Community College; McCook Community Foundation; McCook Public School District; the McCook Legion Baseball Association; and the Ed Thomas YMCA, to determine if a ballpark project is feasible for our community. The consortium has been in contact with a potential donor to help serve as a catalyst for the potential project.

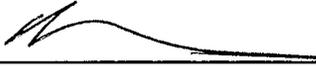
Currently, the Jaycees Sports Complex serves as the home for McCook's baseball and softball teams and it has held that distinction since the 1970's. While the Jaycees Sports Complex has served McCook's ballpark users well over the years, the facility is in need of major improvements. Additionally, due to the limited number of fields, scheduling conflicts have become a difficult problem for the City of McCook and the ballpark users to overcome. Another consideration given by the group in regard to a potential ballpark project is the improved quality of life such a venue could offer area residents, as well as the additional economic benefits that could flow from its creation and use.

Over the course of the past year, the group has met numerous times to discuss a ballpark project. Topics considered during these meetings have included the needs of each of the ballpark users, preferred amenities, possible locations for a facility, joint responsibility for the operation and maintenance of a ballpark, additional green space opportunities, and realistic funding options, among other necessary considerations.

As the McCook City Council considers whether or not to move forward with a potential swimming pool project, the City of McCook staff members would like to have a related discussion regarding the addition of a ballpark facility as a potential community funded project. Recreational projects are springing up in municipalities throughout Nebraska. Many communities, such as Sidney, Chadron, Seward, Nebraska City, and Beatrice, have determined that an increase to their voter approved Local Option Sales Tax revenue is the best method to provide funds for the additional projects without causing harm to the services they currently offer. This upcoming November, communities such as North Platte and Scottsbluff will consider whether to implement an additional .5% sales tax to fund their communities' recreational projects.

Staff would like to hold a discussion to determine funding preferences, and in particular, staff would like the McCook City Council to provide direction regarding a joint recreational bond, said bond to include partial funding for both a pool project and a ballpark project. Grant opportunities and donations would also be a part of the overall funding package for both projects.

APPROVALS:



June 29, 2022

Nathan A. Schneider, City Manager



June 29, 2022

Lea Ann Doak, City Clerk



June 29, 2022

Kyle Potthoff, Public Works Director

**CITY MANAGER'S REPORT
JULY 5, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.D Discussion regarding the McCook Swimming Pool Committee's swimming pool recommendation.

BACKGROUND:

At the June 6, 2022 McCook City Council meeting, Grant Norgaard, Chairperson of the McCook Swimming Pool Committee, presented a recommendation to the McCook City Council regarding the Committee's preferred pool concepts. The Committee has selected an option that provides recreational amenities as well as competitive lap lanes. The original concepts that contained both of these options exceeded \$6,200,000. After altering the design of the slide and downsizing the size of the entry space needed for a slide entrance, the estimated construction cost was decreased to \$6,000,000.

At the June 18, 2022 McCook City Council meeting, Paul Grieger presented various scenarios for funding a swimming pool project through the implementation of an additional one-half percent sales tax under the provisions of Nebraska's Local Option Sales Tax law.

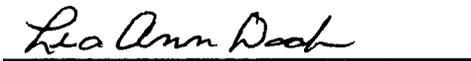
Staff would like to get input from the City Council in order to determine if the recommendation from the McCook Swimming Pool Committee is acceptable, or if there are changes the Council would prefer. A formal statement of authorization from the City Council will be requested at the July 18, 2022 meeting.

APPROVALS:



June 29, 2022

Nathan A. Schneider, City Manager



June 29, 2022

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
JUNE 6, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 4.B. Receive and file a report regarding the McCook Swimming Pool Committee's swimming pool recommendation.

BACKGROUND:

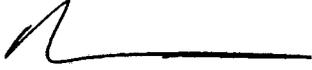
The McCook Swimming Pool Committee met on May 31, 2022. At the meeting, the committee received a presentation from McCook's swimming pool planning engineer, Kyle McCawley, regarding the operating costs associated with each of the swimming pool concepts presented at the April 5, 2022 town hall meeting. A copy of the report detailing the associated costs for each concept is attached to this report. Following Mr. McCawley's presentation, City of McCook staff members discussed the potential funding sources that could be used to fund a swimming pool project. The first potential funding source is a ½ percent increase to McCook's Local Option Sales Tax, increasing the City of McCook's sales tax percentage from 1.5% to 2%. A second potential funding source is a restaurant and beverage tax. Staff informed the committee that, regardless of the funding source, a ballot question would be necessary to assure McCook residents have an opportunity to vote for or against an additional consumption tax. Additionally, city staff informed the committee that a ballpark project may be part of a comprehensive recreational ballot question, requiring the need to explore the potential financing options in more detail.

During the meeting, staff detailed the timeline of events necessary for a ballot question to be added to the November ballot. Specifically, if the City Council chooses to fund a project with a voter approved ½% sales tax, the Council will have to enter into an interlocal cooperation agreement with another political subdivision within the City of McCook or Red Willow County. The partnership would create a separate legal entity solely related to a swimming pool/recreation project. Staff has identified the McCook Public School District as an appropriate political entity to partner with, pending Council and School Board approval. Concurrently, upon City Council's orders, city staff would work with a municipal financing expert to develop a funding plan for the project. Next, with the help of bond counsel, a ballot question would be drafted. The ballot question would establish the obligations of the City of McCook, should the voters approve a project. After the ballot language is finalized, the McCook City Council would vote on whether to move forward with a ballot initiative. The ballot question would need to be forwarded to Red Willow County before September 1, 2022 to be placed on the general election ballot. The election would occur on November 8, 2022.

To wrap up the meeting, the pool committee voted on making a recommendation to the McCook City Council regarding the group's preferred pool concept. The majority of the committee present at the meeting voted to alter Concept 3 to eliminate the slide feature dumping into the pool, opting instead for a trough base. By making the change to the third concept, there may be a savings by eliminating a small portion of the pool that was necessary to accommodate the plunge slide. Additionally, the committee wanted to provide competitive swimming lanes that could double as a larger free swim area. Mr. McCawley is in the process of altering the pool design to determine the cost savings associated with the revisions to Concept 3. The second place recommendation of the committee was Concept 3, as presented at the April 5, 2022 townhall meeting. None of the other concepts received votes from the committee members.

Grant Norgaard, the McCook Swimming Pool Committee Chair, will present the recommendation of the committee to the McCook City Council at the June 6th Council meeting. Kyle McCawley will be present via zoom for the meeting.

APPROVALS:



Nathan A. Schneider, City Manager

June 1, 2022



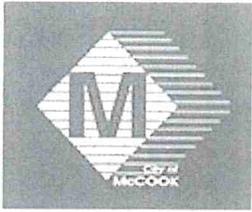
Lea Ann Doak, City Clerk

June 1, 2022

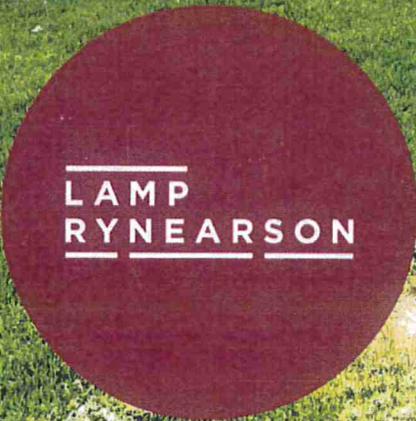


Kyle Potthoff, Public Works Director

June 1, 2022



CITY OF
McCOOK

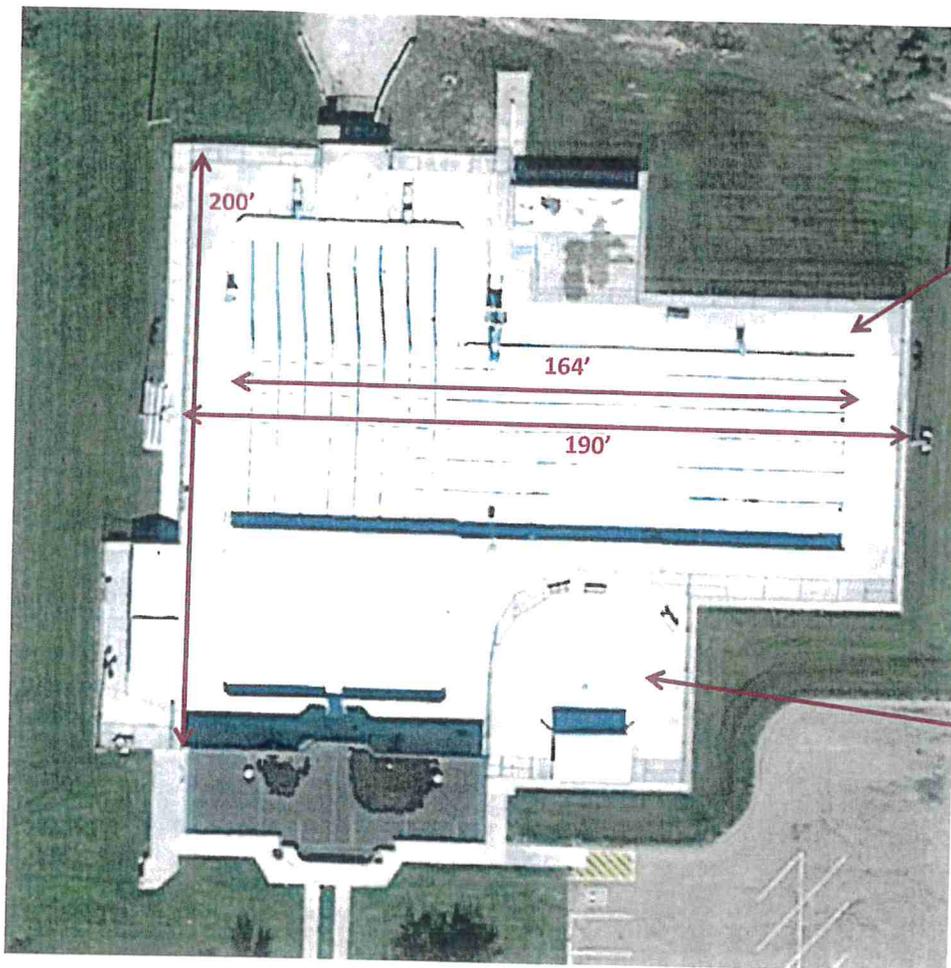


Aquatics Master Plan



CITY OF
McCOOK

» Existing Pool



Total Area:
13,145 sf

Total Area:
665 sf

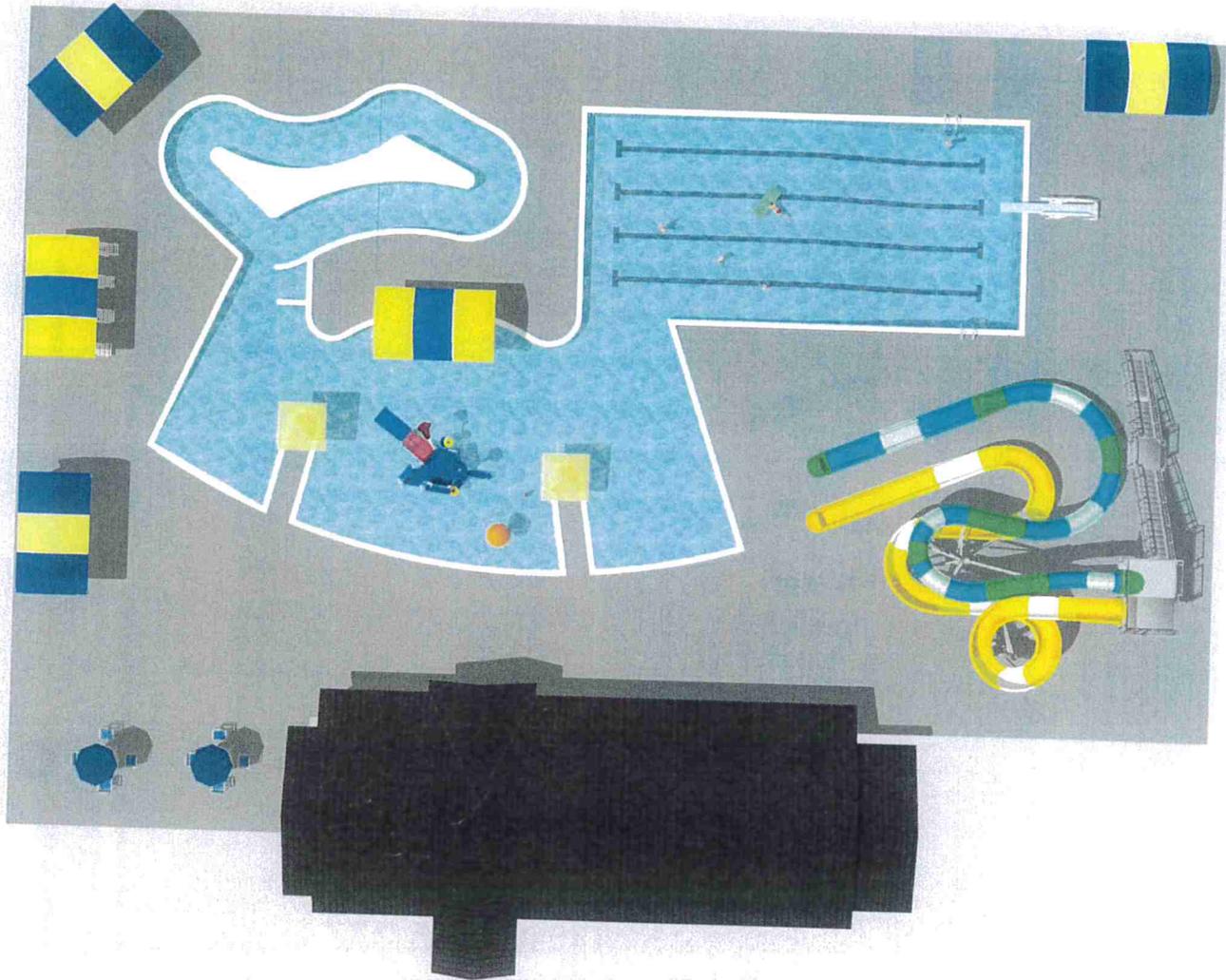


LAMP
RYNEARSON



CITY OF
McCOOK

» Concept 1



Area

6,900 sq ft

Capacity

396

Lifeguards

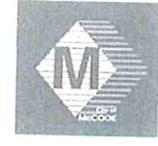
6-7

Opinion of Cost

\$5,000,000

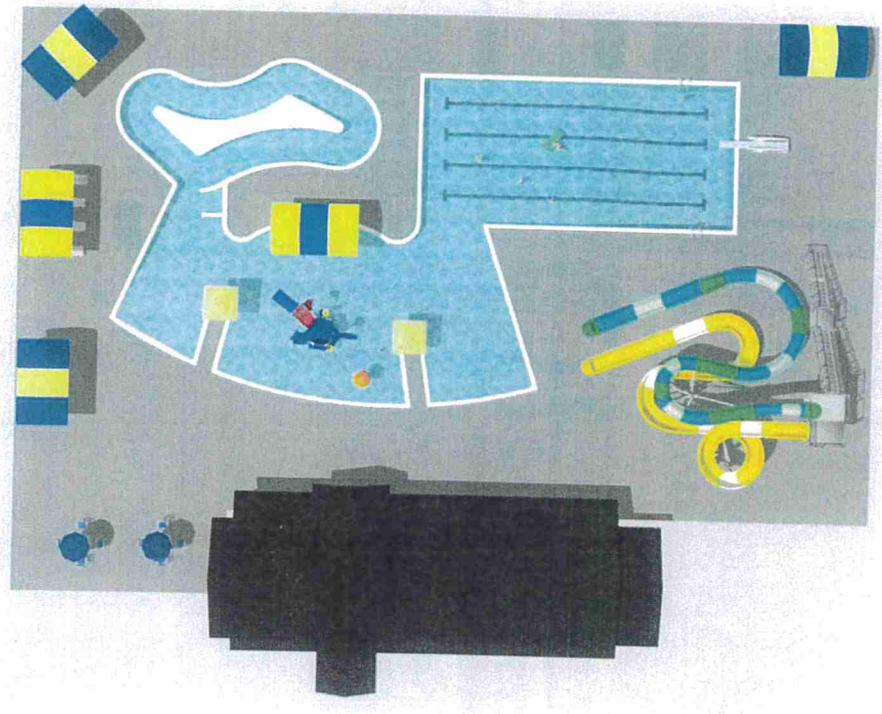


**LAMP
RYNEARSON**



CITY OF
MCCOOK

» Concept 1



Summer Expense Projections

Staff	\$	44,000
Water	\$	5,600
Electrical	\$	4,100
Wastewater	\$	600
Natural Gas	\$	400
Chemicals	\$	6,700
	\$	61,400



**LAMP
RYNEARSON**



CITY OF
McCOOK

» Concept 2

Area

8,230 sq ft

Capacity

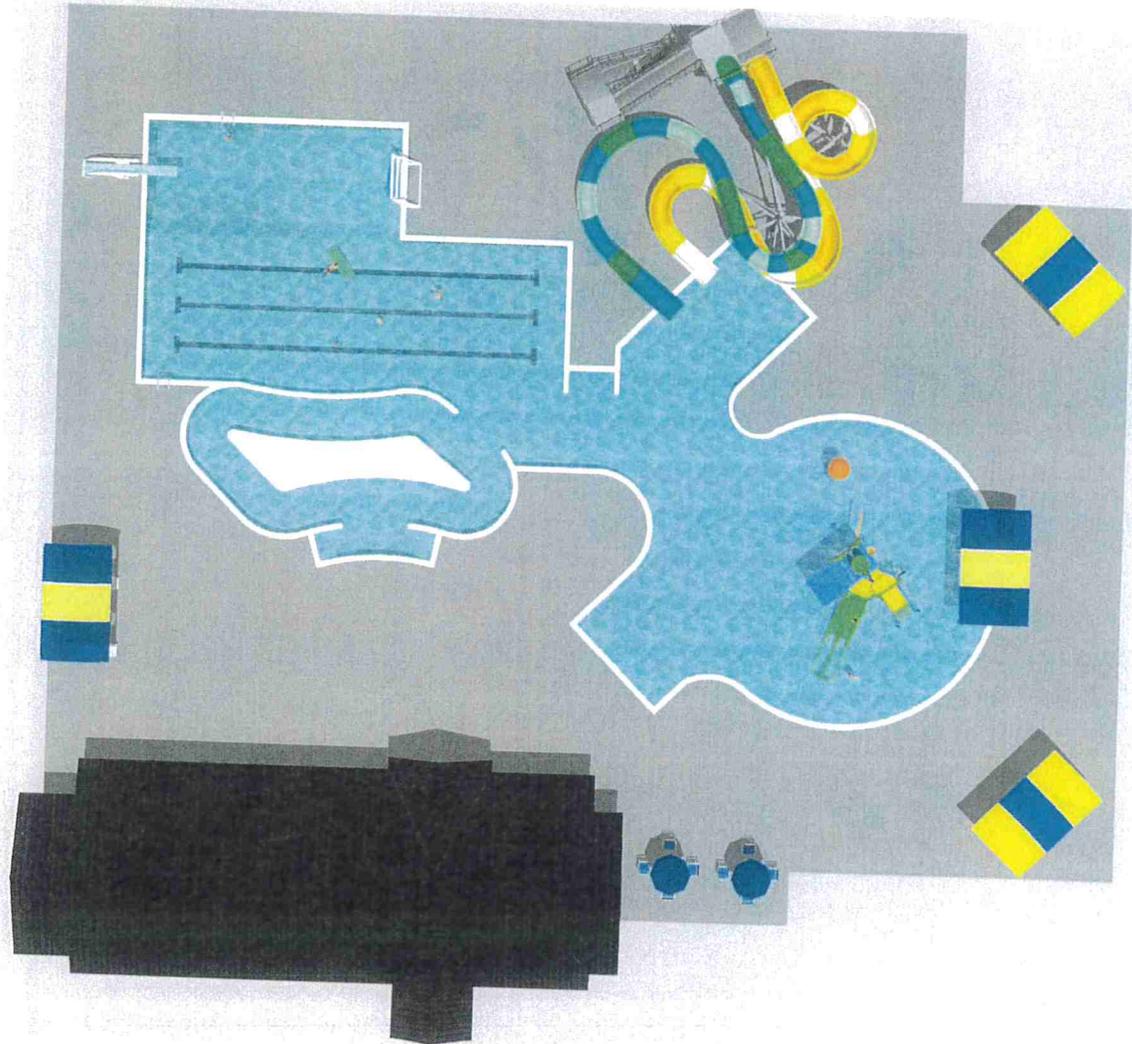
498

Lifeguards

7-8

Opinion of Cost

\$5,800,000

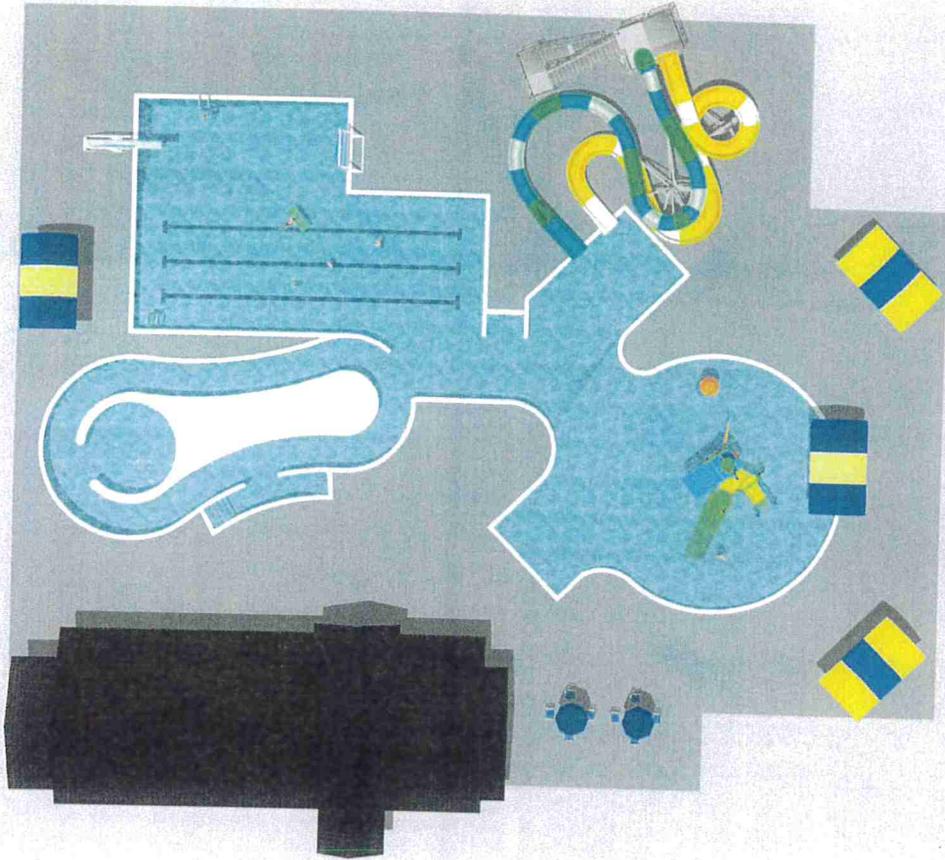


**LAMP
RYNEARSON**



CITY OF
McCOOK

» Concept 2



Summer Expense Projections	
Staff	\$ 49,000
Water	\$ 6,000
Electrical	\$ 5,600
Wastewater	\$ 700
Natural Gas	\$ 400
Chemicals	\$ 7,400
	\$ 69,100



**LAMP
RYNEARSON**



CITY OF
MCCOOK

» Concept 2+

Area

8,965 sq ft

Capacity

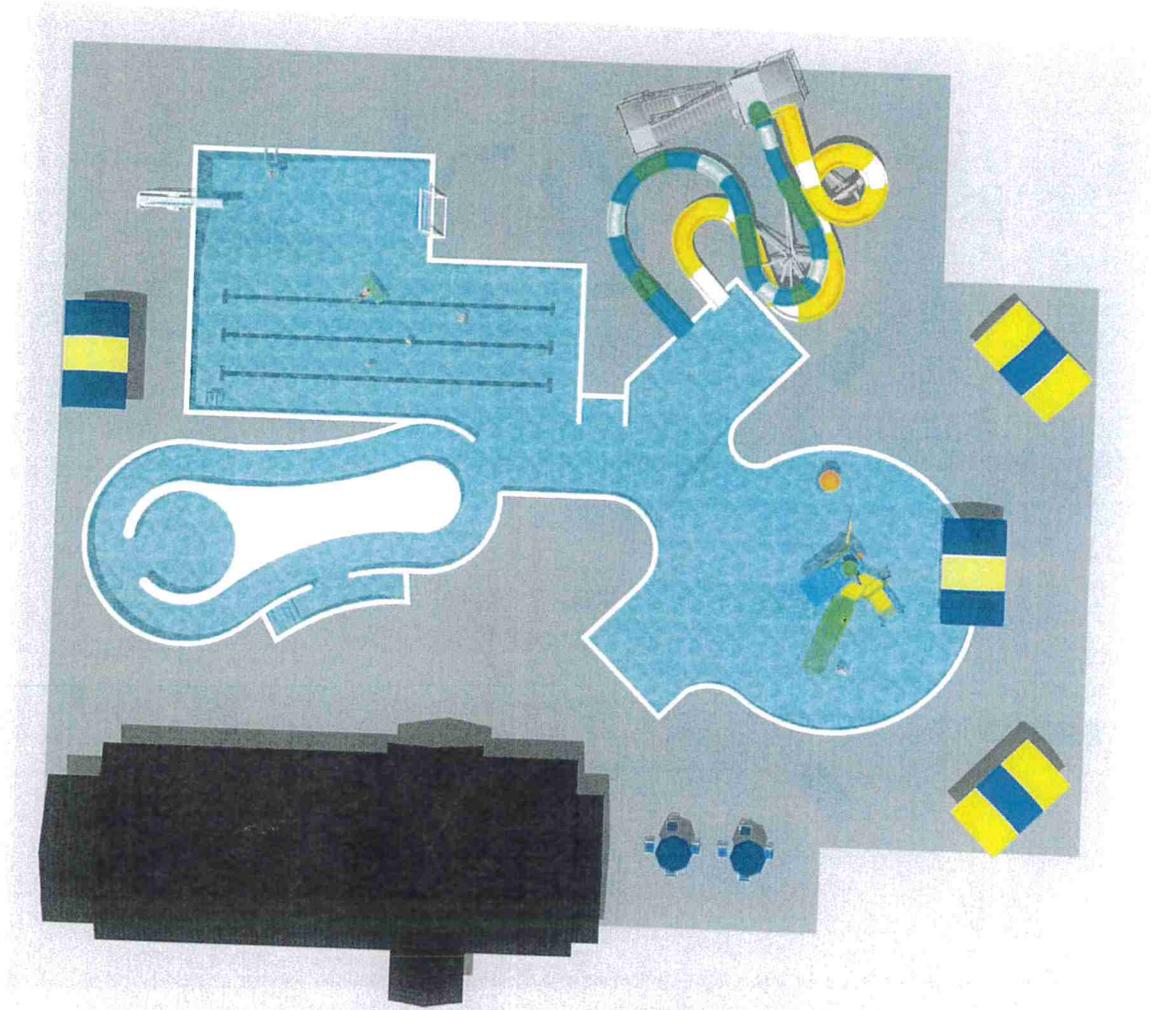
547

Lifeguards

8-9

Opinion of Cost

\$6,200,000

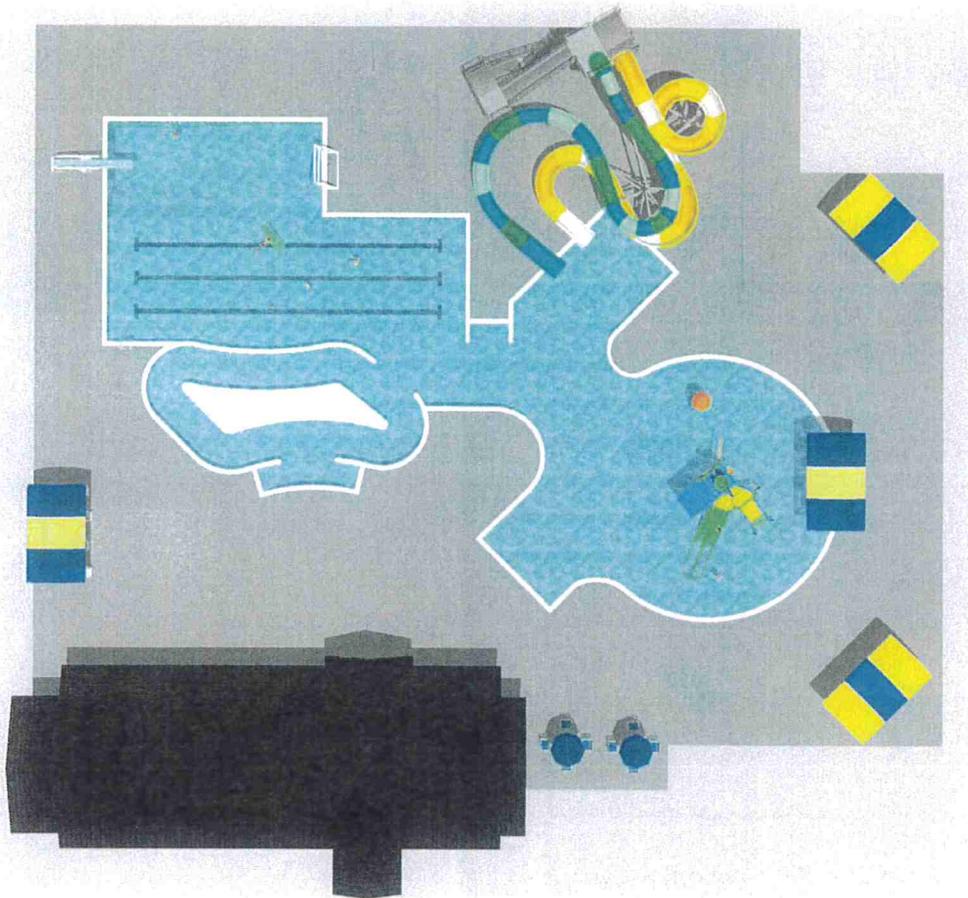


**LAMP
RYNEARSON**



CITY OF
McCOOK

» Concept 2+



Summer Expense Projections		
Staff	\$	54,000
Water	\$	6,000
Electrical	\$	5,600
Wastewater	\$	700
Natural Gas	\$	400
Chemicals	\$	7,500
	\$	74,200



**LAMP
RYNEARSON**



CITY OF
McCOOK

» Concept 3

Area

9,255 sq ft

Capacity

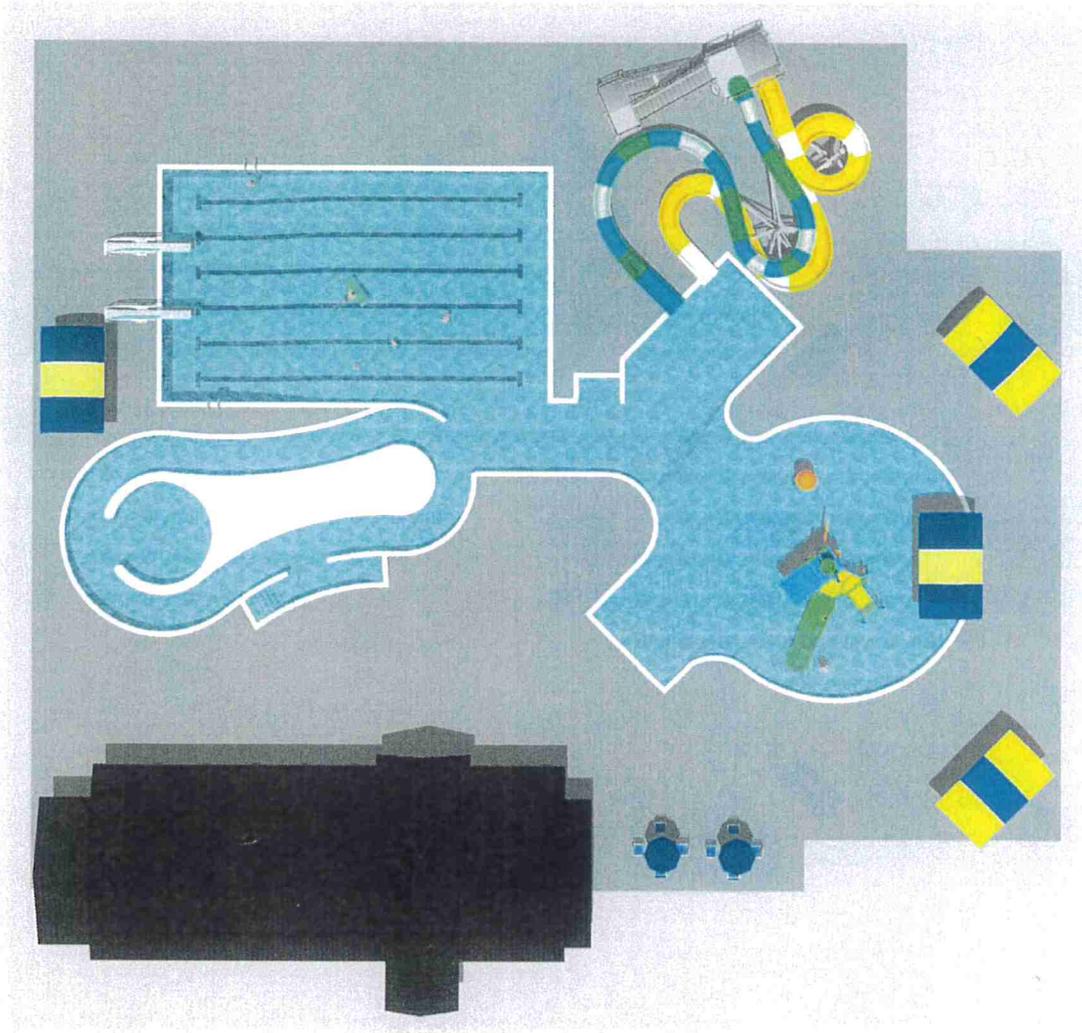
553

Lifeguards

9-10

Opinion of Cost

\$6,400,000

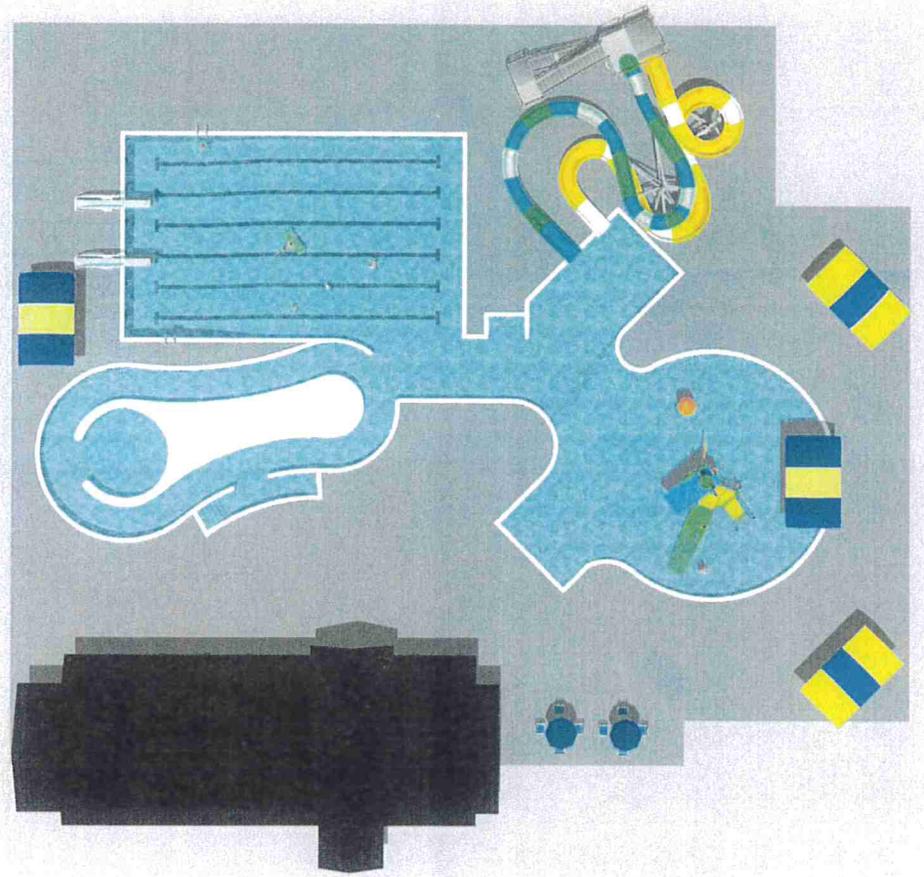


**LAMP
RYNEARSON**



CITY OF
McCOOK

» Concept 3



Summer Expense Projections

Staff	\$	59,000
Water	\$	6,400
Electrical	\$	5,600
Wastewater	\$	800
Natural Gas	\$	400
Chemicals	\$	8,100
	\$	80,300



LAMP
RYNEARSON



CITY OF
McCOOK

» Concept 3+

Area

8,500 sq ft

Capacity

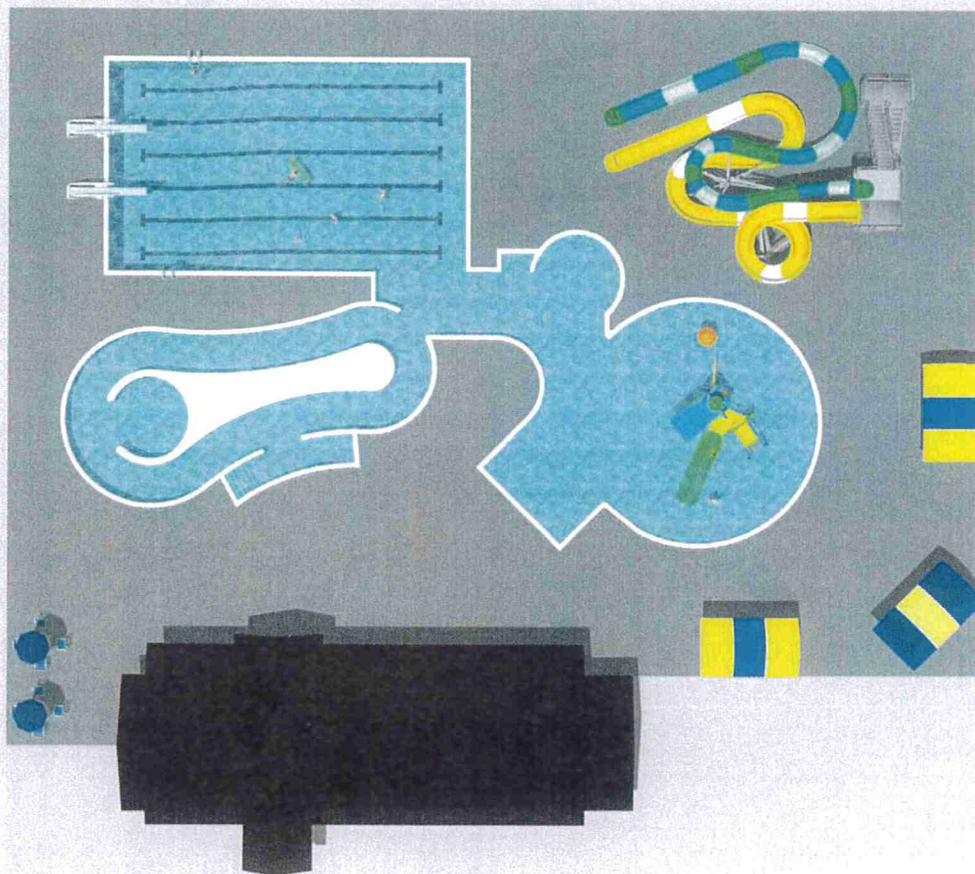
520

Lifeguards

8-9

Opinion of Cost

\$6,000,000

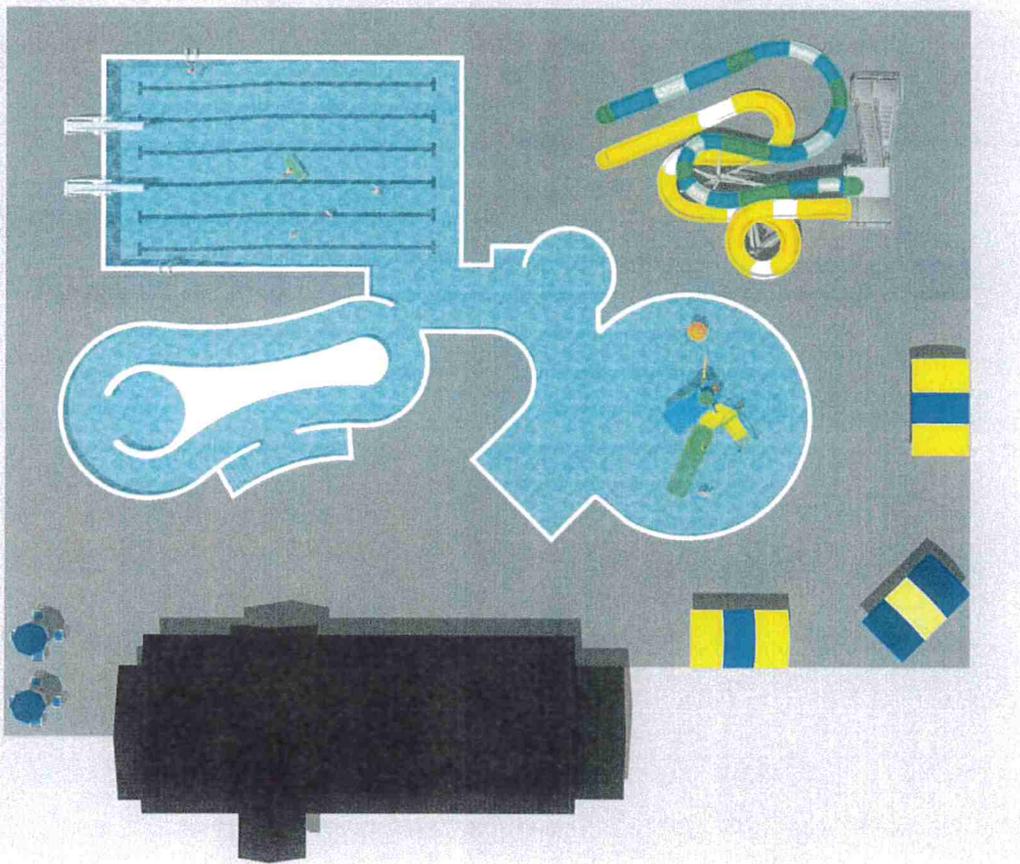


**LAMP
RYNEARSON**



CITY OF
McCOOK

» Concept 3+



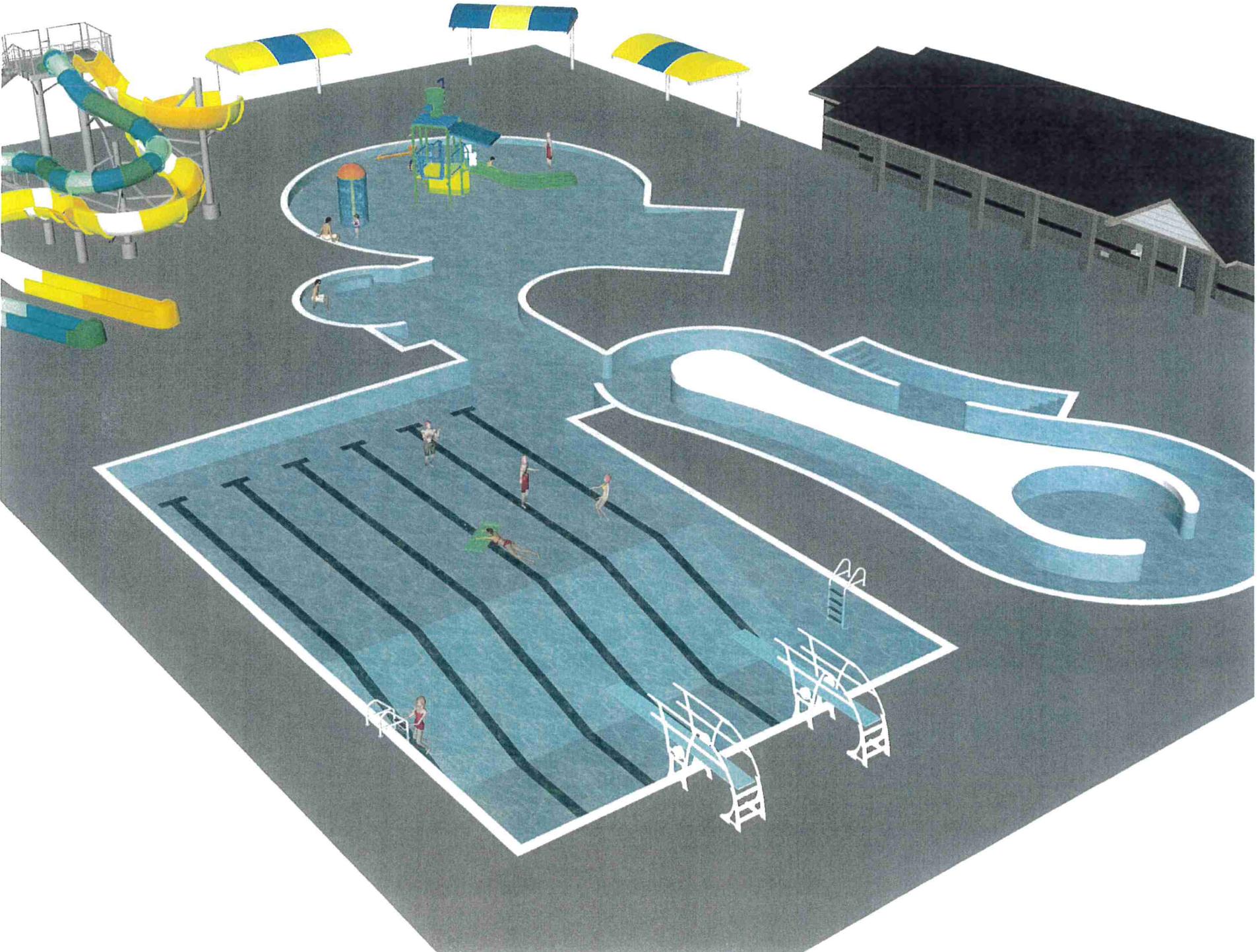
Summer Expense Projections	
Staff	\$ 49,000
Water	\$ 6,100
Electrical	\$ 5,600
Wastewater	\$ 800
Natural Gas	\$ 1,300
Chemicals	\$ 7,600
	\$ 70,400

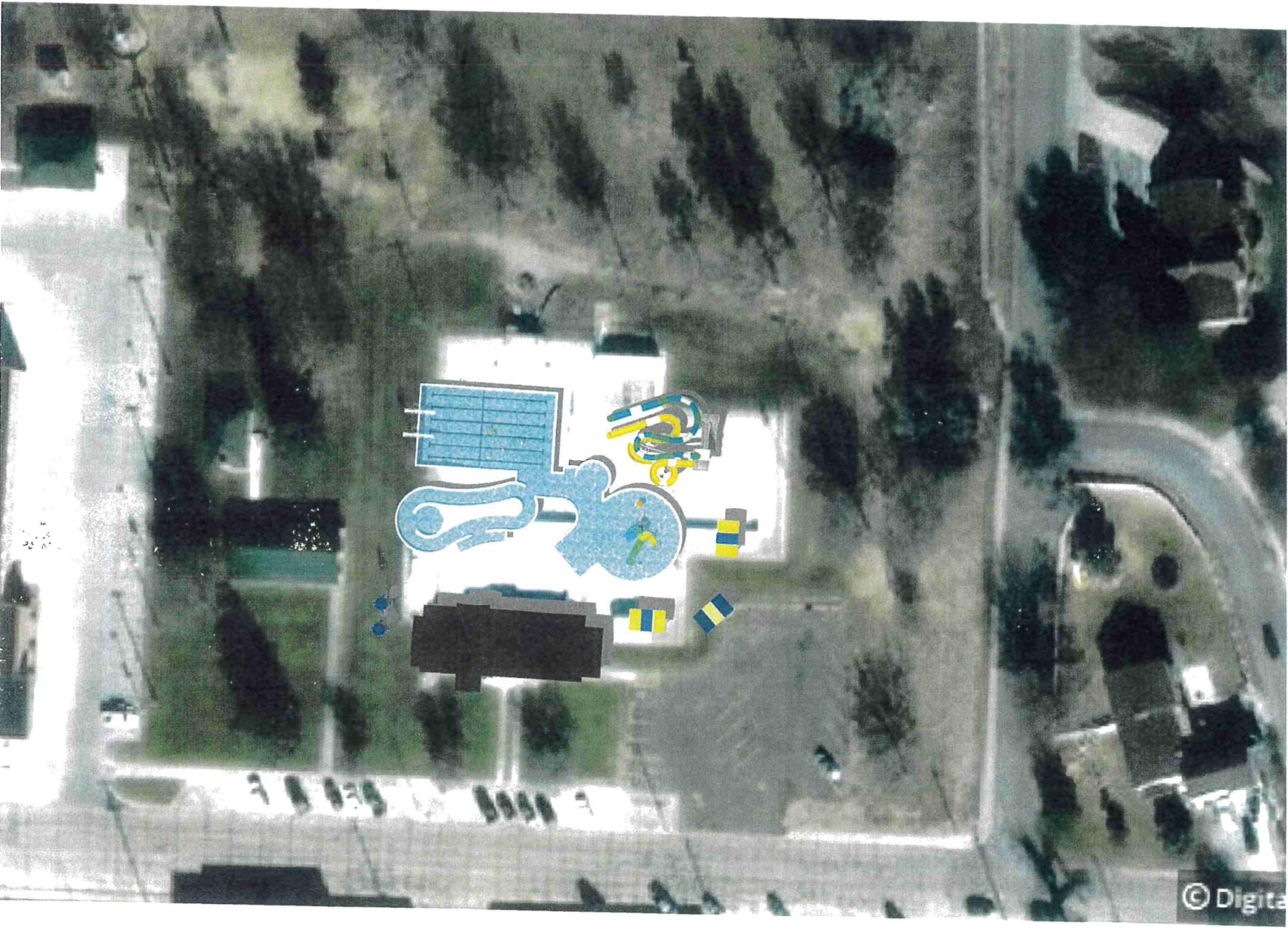


**LAMP
RYNEARSON**



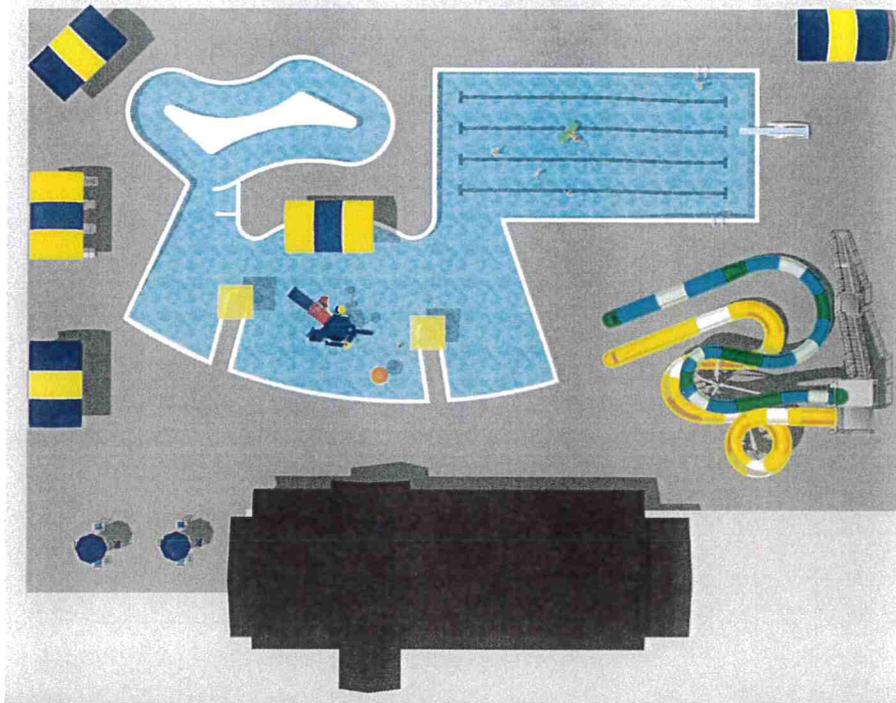






CONCEPT 1

McCook SwimmingPool Operational Projection Summary May-22



Summer Expense Projections

Staff	\$	44,000
Water	\$	5,600
Electrical	\$	4,100
Wastewater	\$	600
Natural Gas	\$	800
Chemicals	\$	6,700
		\$ 61,800

Maintenance Expense Projections

Equipment Replacement Fund	\$	12,250
Equipment & Supplies	\$	1,500
Maintenance & Repair Fund	\$	4,000
		\$ 17,750

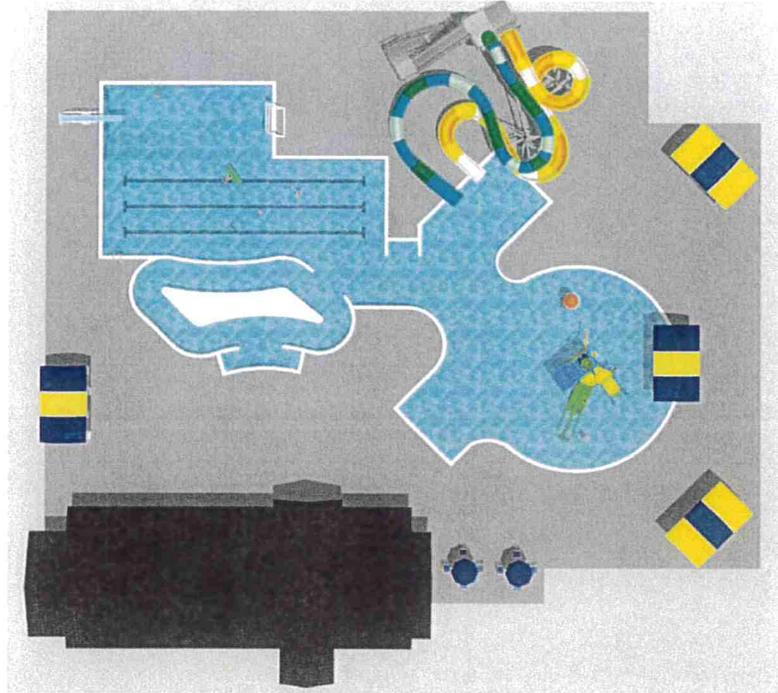
**LAMP
RYNEARSON**

McCook SwimmingPool

Operational Projection Summary

May-22

CONCEPT 2



Summer Expense Projections

Staff	\$	49,000
Water	\$	6,000
Electrical	\$	5,600
Wastewater	\$	700
Natural Gas	\$	400
Chemicals	\$	7,400
	\$	69,100

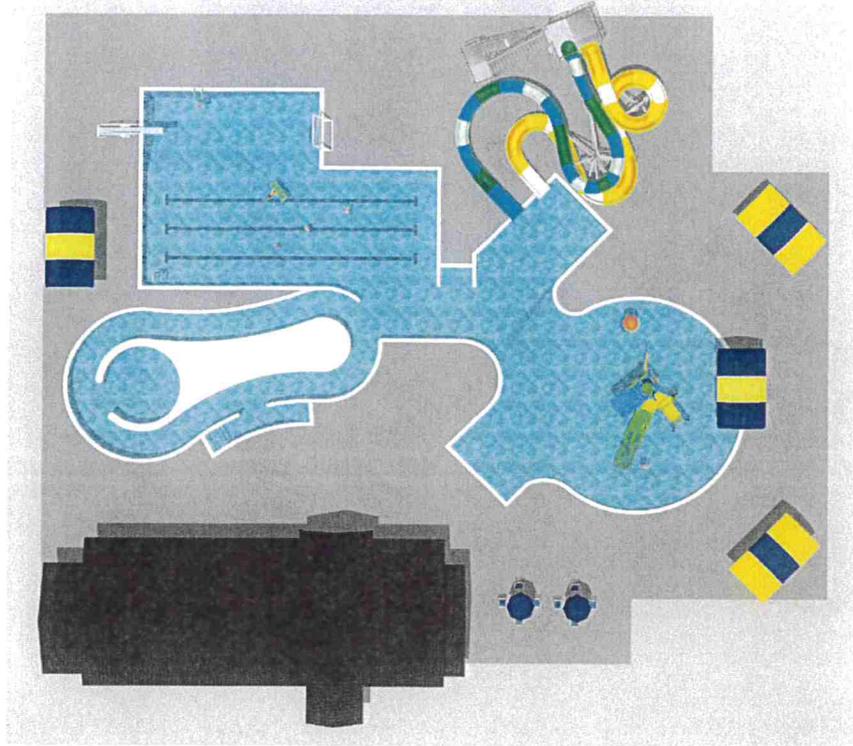
Maintenance Expense Projections

Equipment Replacement Fund	\$	1,500
Equipment & Supplies	\$	4,000
Maintenance & Repair Fund	\$	12,250
	\$	17,750

**LAMP
RYNEARSON**

CONCEPT 2+

McCook SwimmingPool Operational Projection Summary



Summer Expense Projections

Staff	\$	54,000
Water	\$	6,000
Electrical	\$	5,600
Wastewater	\$	700
Natural Gas	\$	400
Chemicals	\$	7,500
	\$	74,200

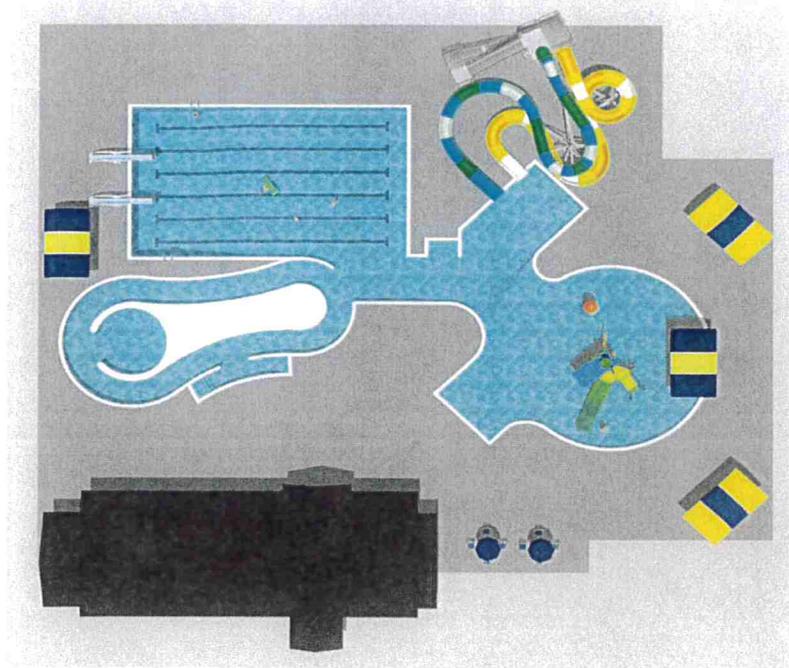
Maintenance Expense Projections

Equipment Replacement Fund	\$	1,500
Equipment & Supplies	\$	4,000
Maintenance & Repair Fund	\$	12,250
	\$	17,750

**LAMP
RYNEARSON**

CONCEPT 3.

McCook SwimmingPool Operational Projection Summary May-22



Summer Expense Projections

Staff	\$	59,000
Water	\$	6,400
Electrical	\$	5,600
Wastewater	\$	800
Natural Gas	\$	1,300
Chemicals	\$	8,100
		\$ 81,200

Maintenance Expense Projections

Equipment Replacement Fund	\$	1,500
Equipment & Supplies	\$	4,000
Maintenance & Repair Fund	\$	12,250
		\$ 17,750

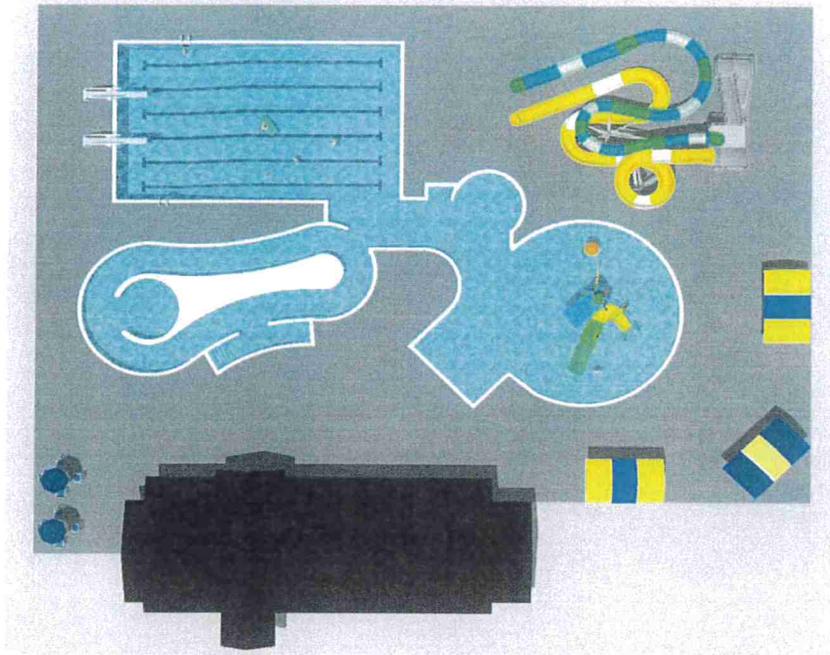
**LAMP
RYNEARSON**

McCook SwimmingPool

Operational Projection Summary

May-22

CONCEPT 3+



Summer Expense Projections

Staff	\$	49,000
Water	\$	6,100
Electrical	\$	5,600
Wastewater	\$	800
Natural Gas	\$	1,300
Chemicals	\$	7,600
		\$ 70,400

Maintenance Expense Projections

Equipment Replacement Fund	\$	1,500
Equipment & Supplies	\$	4,000
Maintenance & Repair Fund	\$	12,250
		\$ 17,750

LAMP
RYN CARSON

**CITY MANAGER'S REPORT
JULY 5, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.E. Discuss the potential annexation of properties on Ravenswood Road south of the McCook Industrial Park, and West 3rd Street east and southeast of Washington Street.

BACKGROUND:

On June 27, 2022, a public meeting was held to discuss the potential annexation of properties located on Ravenswood Road and West 3rd Street. At prior council meetings, the McCook City Council discussed the possibility of annexing these properties due to the fact that the properties already received the benefit of accessing all of the available public services offered by the City of McCook. Close attention was paid to properties that received water and street services from the City of McCook. A notice of the June 27th meeting was published in the McCook Gazette and individualized letters were sent to the property owners. At the June 27th public meeting, property owners were provided with the opportunity to ask questions and state opinions. Craig Bennett of Miller & Associates was present to provide expert insight into the annexation process.

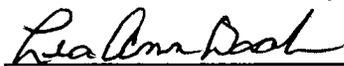
For the July 5, 2022 McCook City Council meeting, staff will present the statutory requirements and associated steps necessary to annex properties. No action is requested from the City Council. At a future meeting, staff will request directives from the City Council with respect to annexing the considered properties.

APPROVALS:



June 29, 2022

Nathan A. Schneider, City Manager



June 29, 2022

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
JULY 5, 2022 MCCOOK CITY COUNCIL MEETING**

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

BACKGROUND:

A copy of the City Manager's Report presented for the June 20, 2022 meeting is attached to this report for background information. Staff has received no inquires regarding the MEDC's annexation request following the June 20, 2022 McCook City Council meeting.

APPROVALS:



Nathan A. Schneider, City Manager

June 29, 2022



Lea Ann Doak, City Clerk

June 29, 2022

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

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

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

BACKGROUND:

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

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

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

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

APPROVALS:

Nathan A. Schneider, City Manager

June 14, 2022

Lea Ann Doak, City Clerk

June 14, 2022

ORDINANCE NO. 2022-3041

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

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

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

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

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

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

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

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

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

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

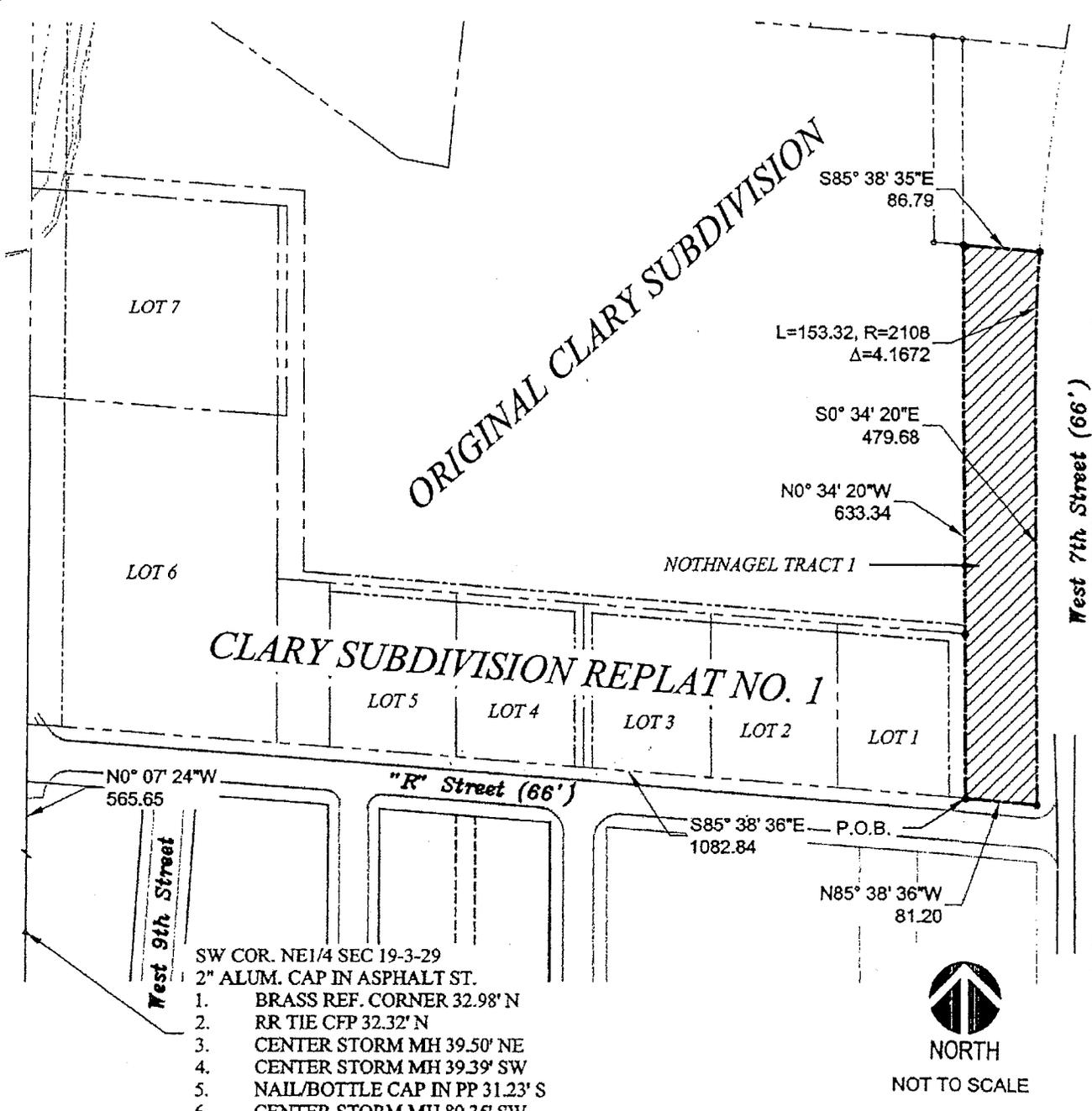
SECTION 7. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED this _____ day of _____, 2022.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk



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

LEGAL DESCRIPTION

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

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

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

EXHIBIT "A"

CITY MANAGERS REPORT
July 5, 2022, CITY COUNCIL MEETING

ITEM: ~~3.G.~~

RECOMMENDATION:

Update on City of McCook Radio Project including purchase of equipment and status of connecting to the statewide radio system.

BACKGROUND:

The City of McCook approved the purchase of radio equipment from Motorola Solutions for the 2021-2022 fiscal year.

FISCAL IMPACT:

None

APPROVALS:



JOEL SMITH CHIEF OF POLICE



NATHAN A. SCHNEIDER CITY MANAGER

6/30/22
DATE

6-30-22
DATE

**CITY MANAGER'S REPORT
JULY 5, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3-H Update from the City Attorney, Nathaniel J. Mustion, regarding ongoing efforts toward the establishment of a regional land bank.

BACKGROUND:

Local city attorneys, Nate Mustion and Lisa Shifflet, have sent out letters to local municipalities requesting a meeting to ratify and finalize the Interlocal Agreement for the Southwest Nebraska Land Bank. The meeting will be held at the McCook Municipal Building on July 27, 2022 at 6:00 p.m. A copy of the letter is attached to this report.

McCook City Attorney, Mr. Mustion, will be present to provide details and information regarding the Interlocal Agreement to the McCook City Council at its July 5, 2022 meeting.

APPROVALS:

prepared by

June 29, 2022

Nathan A. Schneider, City Manager

Lea Ann Doak

June 29, 2022

Lea Ann Doak, City Clerk

MOUSEL, BROOKS, SCHNEIDER, MUSTION & SHIFFLET, P.C., L.L.O.

ATTORNEYS & COUNSELORS AT LAW

RONALD D. MOUSEL (1940-2009)
J. BRYANT BROOKS
NATHAN A. SCHNEIDER
NATHANIEL J. MUSTION
LISA M. SHIFFLET
JOHN F. HANSON (OF COUNSEL)

101 WEST C STREET
MCCOOK, NE 69001
TEL: (308) 345-1600
FAX: (308) 345-1602
CAMBRIDGE OFFICE
304 NELSON
CAMBRIDGE, NE 69022
TEL: (308) 697-3004
info@mbgslaw.com

June 24, 2022

City of McCook
P.O. Box 1059
McCook, NE 69001

Re: LB 424 – Southwest Nebraska Land Bank
Ratification of Interlocal Agreement

To Whom It May Concern:

Our office will be holding a meeting to ratify and finalize the Interlocal Agreement for the Southwest Nebraska Land Bank at 6:00 p.m. on July 27, 2022. We will be holding the meeting in the City of McCook municipal building training room on the 2nd floor. The address for the municipal building is 505 W. C Street, McCook, Nebraska. We would invite your chairman/mayor/city manager, one council member/village board member, city/village clerk and economic development director to all attend.

If you are unable to attend in person, please contact our office and provide an email address and we will arrange a zoom conference so that you are able to attend. If you are not able to attend by zoom, but your community would like to be involved with the Southwest Nebraska Land Bank please let our office know. Additionally, if you no longer wish to participate at this time, please let our office know so we are able to update our records and discontinue our mailings to you.

Sincerely,

/s/ Nathaniel J. Mustion
Nathaniel J. Mustion
City Attorney McCook

Sincerely,

/s/Lisa M. Shifflet
Lisa M. Shifflet

