

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, December 2, 2024
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Jeff Kelley, Memorial Methodist Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Reorganization of the City Council.
 - A. Administer oath of office for the newly elected Councilmembers Jerry Calvin and Darcy Rambali.
 - B. Election of Mayor.
 - C. Election of Vice President of Council.
 - D. Determination of seating order.
2. Announcements & Recognitions.
3. Consent Agenda.

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

 - A. Approve the minutes of the November 18, 2024 regular City Council meeting.
 - B. Approve the bid from Wagner Ford for one (1) new current model year all-wheel drive or 4-wheel drive police interceptor/pursuit utility vehicle without the Read for the Road package at \$45,179.00.
 - C. Approve the application for Century Link/Lumen to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and one ground level vault on Airport Road and Airport property.
 - D. Authorize the Mayor to sign the Certificate of Compliance for the 2024 Maintenance Agreement between the city of McCook and the Nebraska Department of Transportation.
 - E. Approve the renewal of Maintenance Agreement No. 17 between the Nebraska Department of Transportation and the Municipality of McCook and authorize the Mayor to sign.
4. Regular Agenda.

- A. Approve the selection of Mammoth Sports Construction to serve as the design company for the sports complex project.
- B. Update regarding the sports complex project.
- C. Discuss a request from Charlie McPherson to secure an easement from the City of McCook for property identified as Parcel #000953100, said easement to be used to secure permanent access to property east of the City parcel.
- D. Receive and file a presentation from city staff updating the Fixed Base Operator (FBO) status at the McCook Ben Nelson Regional Airport.
- E. Ratify the Lease Agreement between the City of McCook and John D. Stalnaker, Chapter 7 Bankruptcy Trustee for the Bankruptcy Estate of Red Willow Aviation & Spraying, Inc.
- F. Authorize the use of City of McCook's City Council contingency line item to assist with funding fueling operations at the McCook Ben Nelson regional airport during the pendency of the Red Willow Aviation bankruptcy.
- G. Ordinance No. 2024-3094 amending the City of McCook Code of Ordinances by revising Section 90.33 -Dangerous Dogs and/or Hybrid Animals Prohibited; Terms, Defined; Section 90.36 - Dangerous Dogs and/or Hybrid Animals; Confiscation, When; Costs; and Section 90.45 - Impoundment of Animals Without Immunization Tags; Disposition of Impounded Animals.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2024-3094 upon its second of three readings.
- H. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
DECEMBER 2, 2024 CITY COUNCIL MEETING**

ITEM: 1.

Reorganization of the City Council.

1.A. Administer oath of office for the newly elected Councilmembers Jerry Calvin and Darcy Rambali.

1.B. Election of Mayor.

1.C. Election of Vice President of the Council.

1.D. Determination seating order.

BACKGROUND:

At the first regular meeting in December following the general election, the newly elected Councilmembers take office.

The City Manager will conduct the meeting until the President/Mayor has been elected.

The Council elects one of its members as President, who shall be the ex officio Mayor, and another as Vice President, who shall serve in the absence of the President. The vote to elect leadership may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

The determination of the seating order is completed by seniority, with the Mayor sitting in the middle.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

APPROVALS:



Lea Ann Doak, City Clerk

November 25, 2024



Tera Koetter, Assistant City Manager

November 25, 2024



Nathan A. Schneider, City Manager

November 25, 2024

**CITY MANAGER'S REPORT
DECEMBER 2, 2024 CITY COUNCIL MEETING**

ITEM: 3.A.

Approve the minutes of the November 18, 2024 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

November 27, 2024

McCook City Council
November 18, 2024
5:30 PM Central

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

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

Absent: Councilmember Muehlenkamp.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on November 14, 2024, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

1. Announcements & Recognitions.

City Manager Schneider informed the Council that a meeting of the Sports Complex Committee is scheduled for this Thursday, November 21, 2024 at 9:30 A.M. Interviews will be conducted with firms for design of the sports complex.

2. Consent Agenda.

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

Muehlenkamp: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Rambali: YEA
YEA: 4, NAY: 0, ABSENT: 1

2.A. Approve the minutes of the November 4, 2024 regular City Council meeting.

- 2.B. Approve the use of \$50,000 of LB 840 Motor Vehicle funds to assist with the construction of West 14th Street.
- 2.C. Approve the payment of \$10,000 to Mike and Sally Daffer in return for a drainage easement on property located at 1510 West 14th Street.
- 2.D. Receive and file the Financial Report for the period ending September 30, 2024.
- 2.E. Approve and authorize the Mayor to sign a consent to effectuate the First Amendment to the Water Tower Lease Agreement between the City of McCook and Alltel Communications of Nebraska, LLC d/b/a Verizon Wireless for the addition and modification of existing equipment.
- 2.F. Approve Change Order No. 2, for the amount of (\$2,516.66), to the contract with Gerih Concrete Construction for the Business Park Phase II Grading & Paving Project and authorize the Mayor to sign.
- 2.G. Receive and file the claims for the month of October 2024, published November 12, 2024.
- 2.H. Accept the Letter of Conditions with the United States Department of Agriculture (USDA) for the FY24 Wastewater Treatment Plant Improvement Project.

3. Regular Agenda.

- 3.A. Update regarding the sports complex project.

City Manager stated that the Sports Complex Committee will conduct interviews with six firms for the design of the sports complex. All six interviews will be conducted this coming Thursday, November 21, 2024 at 9:30 A.M. in the McCook Municipal Center Upstairs Training Room. The committee will recommend preferred firm to the council, with hopes of finalizing a contract by the December 16 council meeting. Remaining ARPA will be used for payment of the contract.

- 3.B. Ordinance No. 2024-3094 amending the City of McCook Code of Ordinances by revising Section 90.33 -Dangerous Dogs and/or Hybrid Animals Prohibited; Terms, Defined; Section 90.36 - Dangerous Dogs and/or Hybrid Animals; Confiscation, When; Costs; and Section 90.45 - Impoundment of Animals Without Immunization Tags; Disposition of Impounded Animals.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3094 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 90, ENTITLED "ANIMALS"; SECTION 90.33 - DANGEROUS DOGS AND/OR HYBRID ANIMALS PROHIBITED; SECTION 90.36 - DANGEROUS DOGS AND/OR HYBRID ANIMALS; CONFISCATION, WHEN; COSTS; AND SECTION 90.45 - IMPOUNDMENT OF ANIMALS WITHOUT IMMUNIZATION TAGS;

DISPOSITION OF IMPOUNDED ANIMALS; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

Ordinance No. 2024-3094 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Calvin and seconded by Rambali

City Manager Schneider, City Attorney Mustion, and Police Chief Hodgson reviewed the proposed ordinance with the Council. Discussions between the McCook Humane Society, City Attorney, and city staff have been held regarding needed changes to Chapter 90 -Animals of the McCook Code of Ordinances. First, amending the dangerous dog criteria to include animals that require veterinary care, not just domestic animals that have been killed without provocation. Second, amending the confiscation of dangerous dog section to include a provision that authorizes the City to euthanize a dangerous dog when it is too dangerous to handle and board. Third, regarding the City's need to euthanize and test a dog for rabies when it is not wearing an immunization tag and we are unable to ascertain whether the dog has received it's immunization shot.

After discussion, the motion on the floor, passed.

Muehlenkamp: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Rambali: YEA
YEA: 4, NAY: 0, ABSENT: 1

3.C. Council Comments.

Councilmember Rambali noted that the decorations downtown, in Norris Park and on the Norris islands look fantastic.

4. Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 5:50 P.M.

5. **Meeting of the McCook Community Development Agency.**

5.A. Call to Order and Roll Call.

A meeting of the Mayor and City Council of the City of McCook, Nebraska, acting as the governing body of the Community Development Agency of the City of McCook, Nebraska was convened in open and public session at 5:51 o'clock p.m. on November 18, 2024, at the McCook Municipal Center in McCook, Nebraska. Agency Members present were: Taylor, Calvin, Weedin, Rambali. Absent: Muehlenkamp. Notice of the meeting was given in advance thereof by publication, one of the City's designated methods for giving notice, a copy of the proof of publication being attached to these minutes. Advanced notice of the meeting was given to each member of the Agency and a copy of their acknowledgment of receipt of notice and the agenda is attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and all

members of the Council. Mayor Taylor presided and Clerk Doak recorded the proceedings. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

5.B. Open Meetings Act Announcement.

The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

5.C. Accept a Promissory Note from the McCook Economic Development Corporation.

Motion to accept a Promissory Note from the McCook Economic Development Corporation. This motion, made by Calvin and seconded by Rambali, passed.

Muehlenkamp: ABSENT, Taylor: YEA, Calvin: YEA, Weedon: YEA, Rambali: YEA
YEA: 4, NAY: 0, ABSENT: 1

5.D. Adjourn the McCook Community Development Agency meeting.

With no further business, Mayor Taylor declared the Community Development Agency meeting adjourned at 5:55 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
DECEMBER 2, 2024 CITY COUNCIL MEETING**

ITEM: 3.B.

Approve the bid from Wagner Ford for one (1) new current model year all-wheel drive or 4-wheel drive police interceptor/pursuit utility vehicle without the Ready for the Road package at \$45,179.

BACKGROUND:

The City of McCook made public notice of bid for a new current model year Police Interceptor/Pursuit Utility Vehicle for the McCook Police Department. The City of McCook received one bid for a new current model year Police Package Ford Explorer Interceptor from Wagner Ford of McCook.

**FISCAL
IMPACT:**

The purchase of a new vehicle for the McCook Police Department was approved in the 2024-2025 budget.

APPROVALS:



Kevin Hodgson, Police Chief

November 27, 2024



Nathan A. Schneider, City Manager

November 27, 2024

**ONE (1) NEW POLICE INTERCEPTOR/
PURSUIT UTILITY VEHICLES**

**NOVEMBER 25, 2024
2:00 P.M.**

<p>BIDDER: <i>Wagner Ford</i></p>	<p>BIDDER:</p>	<p>BIDDER:</p>
<p><u>ONE (1) NEW CURRENT MODEL YEAR POLICE INTERCEPTOR/PURSUIT VEHICLES</u></p> <p>TOTAL BID PRICE \$ <u>48,646.00</u> <i>w/ Ready for the Road</i></p> <p>HOURLY RATE FOR LABOR COSTS \$ _____</p> <p><i>w/o Ready for the Road \$45,179</i></p> <p>Delivery Date: <u>approx 6 mos.</u></p>	<p><u>ONE (1) NEW CURRENT MODEL YEAR POLICE INTERCEPTOR/PURSUIT VEHICLES</u></p> <p>TOTAL BID PRICE \$ _____</p> <p>HOURLY RATE FOR LABOR COSTS \$ _____</p> <p>Delivery Date: _____</p>	<p><u>ONE (1) NEW CURRENT MODEL YEAR POLICE INTERCEPTOR/PURSUIT VEHICLES</u></p> <p>TOTAL BID PRICE \$ _____</p> <p>HOURLY RATE FOR LABOR COSTS \$ _____</p> <p>Delivery Date: _____</p>
<p>BIDDER:</p>	<p>BIDDER:</p>	<p>BIDDER:</p>
<p><u>ONE (1) NEW CURRENT MODEL YEAR POLICE INTERCEPTOR/PURSUIT VEHICLES</u></p> <p>TOTAL BID PRICE \$ _____</p> <p>HOURLY RATE FOR LABOR COSTS \$ _____</p> <p>Delivery Date: _____</p>	<p><u>ONE (1) NEW CURRENT MODEL YEAR POLICE INTERCEPTOR/PURSUIT VEHICLES</u></p> <p>TOTAL BID PRICE \$ _____</p> <p>HOURLY RATE FOR LABOR COSTS \$ _____</p> <p>Delivery Date: _____</p>	<p><u>ONE (1) NEW CURRENT MODEL YEAR POLICE INTERCEPTOR/PURSUIT VEHICLES</u></p> <p>TOTAL BID PRICE \$ _____</p> <p>HOURLY RATE FOR LABOR COSTS \$ _____</p> <p>Delivery Date: _____</p>

Kevin G. Hodgson

Kevin Hodgson, Police Chief

Lea Ann Doak

Lea Ann Doak, Witness

**CITY MANAGER'S REPORT
December 2, 2024 CITY COUNCIL MEETING**

ITEM: 3.C.

RECOMMENDATION:

APPROVE THE APPLICATION FOR CENTURY LINK/LUMEN TO OCCUPY CITY RIGHT-OF-WAY FOR THE PURPOSE OF INSTALLING UNDERGROUND FIBER OPTIC CONDUIT, CABLE, AND ONE GROUND LEVEL VAULT ON AIRPORT RD AND AIRPORT PROPERTY.

BACKGROUND:

Century Link/Lumen is asking permission to occupy the City of McCook Right-of-Way to install underground fiber optic conduit, cable, and one ground level vault.

The work will originate 60' North of the intersection of Airport Rd & Hwy 6 @ an existing vault. The cable will continue North via underground bore 375' undercrossing East C Street. From this point the cable will under cross Airport Rd. from West to East. The cable will then be plowed in going North for 1000' where a new ground level vault will be installed. From this location the cable will head East onto Airport property for 2325' to its end point at the Airport VOR (VHF Omnidirectional range which is a radio navigation system)

A \$2,500.00 performance guarantee from Century Link is on deposit with the City Office.

**FISCAL
IMPACT:** None.

APPROVALS:



Pat Fawver, Utility Director December 2, 2024



Kyle Potthoff, Public Works Director December 2, 2024



Nate Schneider, City Manager December 2, 2024



RIGHT OF WAY PERMIT APPLICATION

APPLICANT NAME:*	CenturyLink/Lumen
DATE:*	10/11/2024
ADDRESS:*	405 N Vine St, North Platte, NE 69101
PHONE:*	531-213-4717
FAX:	
START DATE:*	10/21/2024
FINISH DATE:*	12/31/2024

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

TYPE:*	<input type="checkbox"/> Over-Cross	<input checked="" type="checkbox"/> Occupy
	<input checked="" type="checkbox"/> Under-Cross	<input type="checkbox"/> Miscellaneous
WITH A:*	<input type="checkbox"/> Water Line	<input type="checkbox"/> Grading
	<input type="checkbox"/> Sewer Line	<input type="checkbox"/> Electric Lines
	<input type="checkbox"/> Gas Line	<input checked="" type="checkbox"/> Fiber
	<input type="checkbox"/> Telephone Line	<input type="checkbox"/> Other
	<input type="checkbox"/> Tree Trimming/Removal	
LINE LOCATION:	<input checked="" type="checkbox"/> Underground	<input type="checkbox"/> Aerial
BEGINNING: (distance)	60'	
DIRECTION:	<input checked="" type="checkbox"/> North	<input type="checkbox"/> East
	<input type="checkbox"/> South	<input type="checkbox"/> West
OF INTERSECTION OF:	Airport Rd and HWY 6	
END: (distance)	1570'	
DIRECTION:	<input checked="" type="checkbox"/> North	<input type="checkbox"/> East
	<input type="checkbox"/> South	<input type="checkbox"/> West
OF INTERSECTION:	Airport Rd and HWY 6	

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

Performance Guarantee: \$2,500.00 (Make Payable to City of McCook)

Check No.

Already Have Cl

This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook, will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to activities of the Applicant.

NOTE: Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right of way. When your project requires engineering plans, please submit four sets of plans, no larger than 18" x 24". The engineering plans shall show the general features of the work to be completed and all information such as sizes, distances, dimensions, sleeves, cuts and fills, erosion control measures, etc., when applicable. City of McCook Municipal Code 94.34.

APPLICANT'S NAME:

Joshua Cross

ATTACHMENTS:*

P:263791 WORK PRINT.pdf

* indicates required fields.

Continue

CONTACT US

505 West C St

McCook, NE 69001

Phone: 308-345-2022

Contact Us

QUICK LINKS

Transparency in Coverage Rule

Conservation Nebraska

City of McCook GIS

Handicapped Parking Permit Application

Liquor License Application

FAQS

1. When and where are City Council meetings?
2. How do I apply for a job with the city?
3. How do I report a property nuisance?
4. Where do I find City Ordinances?

OPEN MEETINGS ACT

HOME

CONTACT US

ACCESSIBILITY

SITE MAP

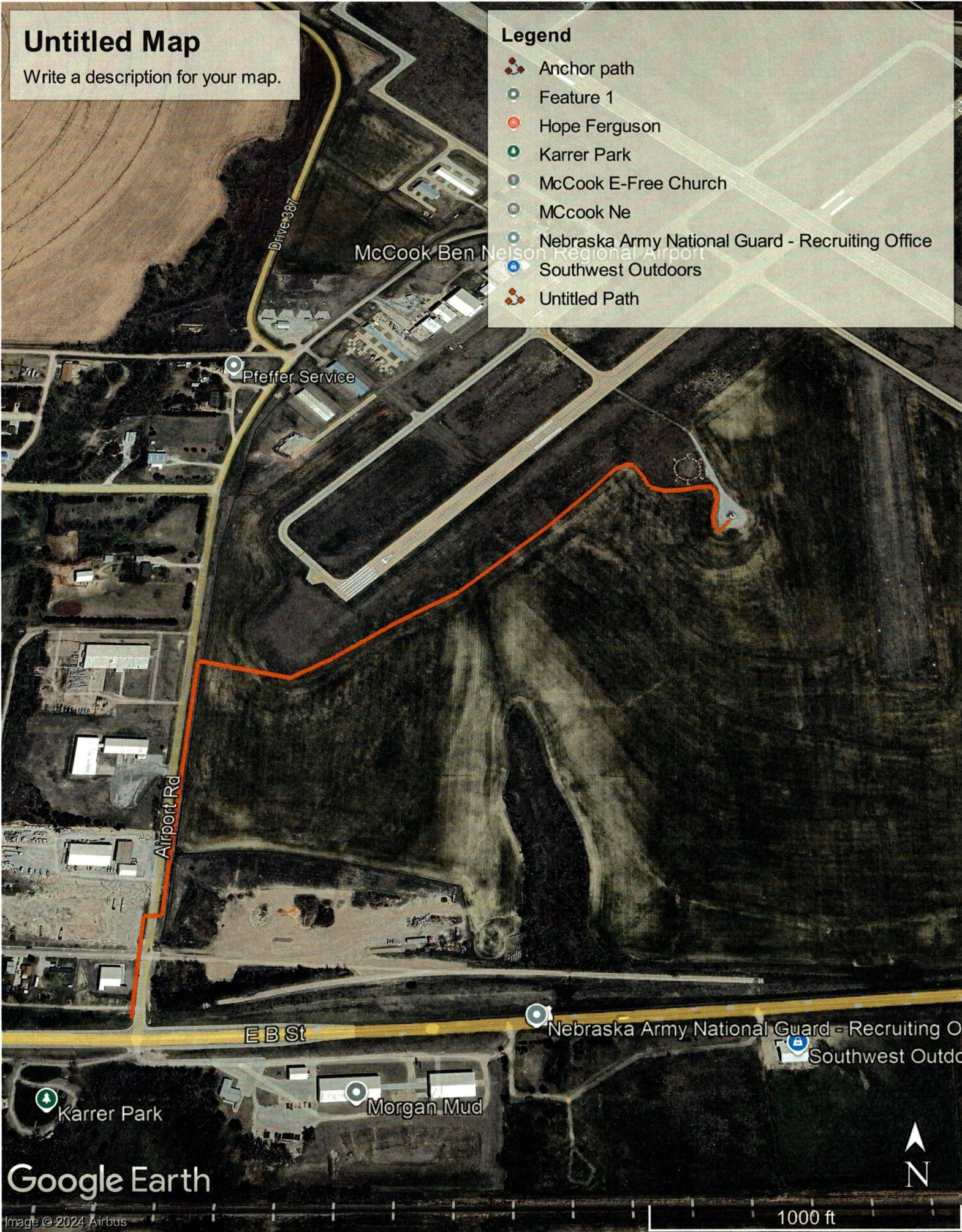
COPYRIGHT NOTICES

Untitled Map

Write a description for your map.

Legend

-  Anchor path
-  Feature 1
-  Hope Ferguson
-  Karrer Park
-  McCook E-Free Church
-  MCcook Ne
-  Nebraska Army National Guard - Recruiting Office
-  Southwest Outdoors
-  Untitled Path



**CITY MANAGER'S REPORT
DECEMBER 2, 2024 CITY COUNCIL MEETING**

ITEM: 3.D.

RECOMMENDATION:

Authorize the Mayor to sign the Certificate of Compliance for the 2024 Maintenance Agreement between the City of McCook and the Nebraska Department of Transportation.

BACKGROUND:

The City of McCook is responsible for the surface maintenance of all State of Nebraska highways located within the City limits. This document certifies that all roadway surface maintenance has been accomplished as per terms of the maintenance agreement between the City of McCook and the Nebraska Department of Roads.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

November 27, 2024



Nate Schneider, City Manager

November 27, 2024



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 17 QE 2251 Supp 2
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of McCook
Municipal Extensions in McCook

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Kurt Vosburg, Department of Transportation, McCook, Nebraska.

ATTEST: _____ day of _____, 20____.

City Clerk

Mayor/Designee

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.:	_____
Pay/Bill Code:	_____
Contractor No.:	_____
Amount:	\$ _____

**CITY MANAGER'S REPORT
DECEMBER 2, 2024 CITY COUNCIL MEETING**

ITEM: 3.E.

RECOMMENDATION:

Approve the renewal of maintenance agreement No. 17 between the Nebraska Department of Transportation and the Municipality of McCook and authorize the Mayor to sign.

BACKGROUND:

This agreement outlines the maintenance responsibilities of both the City of McCook and the Nebraska Department of Roads concerning Highways 6 & 34 and Highway 83. The Nebraska Department of Roads is responsible for 10.66 lane miles within the corporate city limits of McCook and pays the the City of McCook an amount of \$2,030.00 per lane mile for the maintenance of these miles. This amounts to an annual payment of \$21,639.80. This amount is \$746.20 less than last year due to the State using a new 3 year state average.

Last year the State sent us a cover letter, dated 11/13/2023 stating the following:

“Due to an increase in cost of materials and equipment, NDOT will begin a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation and right of way maintenance. Each supplement after the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2025 - 2029.”

	2025	2026	2027	2028	2029
Snow Removal	\$1,430.00	\$1,470.00	\$1,510.00	\$1,560.00	\$1,600.00
System Preservation	\$2,030.00	\$2,090.00	\$2,160.00	\$2,220.00	\$2,290.00

This year the City of McCook received a similar letter dated 10/23/2024 stating the following:

“Due to an increase in cost of materials and equipment, NDOT will begin a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation and right of way maintenance. Each supplement after the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2026 - 2029.”

	2026	2027	2028	2029
Snow Removal	\$1,470.00	\$1,510.00	\$1,560.00	\$1,600.00
System Preservation	\$2,090.00	\$2,160.00	\$2,220.00	\$2,290.00

The letter also included the City Maintenance Agreement with NDOT for corridors through the community. When reviewing the agreement renewal, City Staff noticed that there was no mention of snow removal compensation included in attachment B even though the letter has stated the past 2 years that we would be receiving additional funding from the State of Nebraska for performing snow removal duties in 2025. A phone call was made to the local NDOT office and we were informed that the letters that we have received the past 2 years were incorrect. They stated that because we are a first class city, we do not receive any additional funding for our snow removal efforts on the highways within the corporate city limits.

As calculated by the State of Nebraska, the City of McCook is responsible for 11.92 lane miles of highway within the corporate City limits and the State of Nebraska is responsible for 10.66 lane miles.

FISCAL

IMPACT: \$746.20 less than last year. Fortunately we did not include the snow removal dollars in the FY 2024 - 2025 budget.

APPROVALS:



Kyle Potthoff, Public Works Director

November 27, 2024



Nate Schneider, City Manager

November 27, 2024

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

10/23/2024

City of McCook
PO Box 1059
McCook, NE 69001

Enclosed is the City Maintenance Agreement with the Nebraska Department of Transportation for highway corridors through your community. This agreement begins January 1, 2025, and runs thru December 31, 2025. Please arrange for the review and execution of these documents by the proper city officials and return to this office by **December 1, 2024**, for processing. A copy will be returned to the City once it is executed by the Nebraska Department of Transportation.

Due to an increase in cost of materials and equipment, NDOT will begin using a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation and right of way maintenance. Each supplement after the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2026 – 2029.

	2026	2027	2028	2029
Snow Removal	\$ 1,470.00	\$ 1,510.00	\$ 1,560.00	\$ 1,600.00
System Preservation	\$ 2,090.00	\$ 2,160.00	\$ 2,220.00	\$ 2,290.00

Enclosed is a Certificate of Compliance for the Maintenance Agreement which confirms all the NDOT system maintenance through your city limits has been completed as required by the Agreement for the period January 1, 2024, thru December 31, 2024.

When compliance has been verified, please have it signed by the appropriate city officials and returned to my attention to our office by **January 10, 2025**.

Sincerely,



Margaret Repass
Administrative Assistant
Enclosures

Vicki Kramer, Director
Department of Transportation

District 7 Headquarters
619 Auditorium Drive
McCook, NE 69001-3569

OFFICE 308-345-8490 FAX 308-345-8492
NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

AGREEMENT RENEWAL

Maintenance Agreement No. 17
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of McCook
Municipal Extensions in McCook

We hereby agree that Maintenance Agreement No. 17 described above be renewed for the period January 1, 2025 to December 31, 2025.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2022, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, 20_____.

ATTEST: City of McCook

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 20_____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION
MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links

Attachment "A"

(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan</u> <u>Cities</u> <u>(Omaha)</u>	<u>Primary</u> <u>Cities</u> <u>(Lincoln)</u>	<u>1st Class</u> <u>Cities</u>	<u>2nd Class</u> <u>Cities & Villages</u>
Surface Maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan</u> <u>Cities</u> <u>(Omaha)</u>	<u>Primary</u> <u>Cities</u> <u>(Lincoln)</u>	<u>1st Class</u> <u>Cities</u> <u>> 40,000</u>	<u>1st Class</u> <u>Cities</u> <u>< 40,000</u>	<u>2nd Class</u> <u>Cities</u>
Pavement markings limited to lane lines, centerline, no passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.	City	City	City	Department	Department
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: MCCOOK

Date: 10/23/24

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.66 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:
 10.66 lane miles x \$2,030.00 per lane mile = \$21,639.80.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
 _____ lane miles x \$ _____ per lane mile = \$ _____

Other (*Explain*)

ATTACHMENT "C"

City of MCCOOK

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF POST		LENGTH IN MILES	WIDTH OF STREET	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO					STATE	CITY
W. City Limit to West Walmart Dr	6	84.38	84.78	0.40		2	0.80	0.80	0.00
West Walmart Dr to Jct	6	84.78	85.17	0.39		3	1.17	0.78	0.39
Taper (4-lane to 2-lane) East To Jct. US-83	6	85.17	85.23	0.06		5	0.30	0.12	0.18
Equation	6	85.23	85.34	0.11		0	0.00	0.00	0.00
Jct. US-83 to East 7 th ST	6	85.34	86.84	1.50		5	7.50	3.00	4.50
East 7 th St to East City Limits	6	86.84	87.59	0.75		4	3.00	1.50	1.50
South City Limit to East Jct	83	13.82	14.42	0.60		4	2.40	1.20	1.20
West Jct. US-6/34 & US-83 North to end of Divided Hwy	83	15.86	16.14	0.28		4	1.12	0.56	0.56
End of Divided Hwy to Taper (5-lane to 3-lane)	83	16.14	17.26	1.12		5	5.60	2.24	3.36
Taper (5-lane to 3-lane) North to North City Limits	83	17.26	17.49	0.23		3	0.69	0.46	0.23
TOTALS				5.52			22.58	10.66	11.92

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

11/13/2023

City of McCook
PO Box 1059
McCook, NE 69001

Enclosed is the City Maintenance Agreement with the Nebraska Department of Transportation for highway corridors through your community. This agreement begins January 1, 2024, and runs thru December 31, 2024. The rates for 2024 will remain the same as 2023. Please arrange for the review and execution of these documents by the proper city officials and return to this office by **December 1, 2023** for processing. A copy will be returned to the City once it is executed by the Nebraska Department of Transportation.

Due to an increase in cost of materials and equipment, NDOT will begin using a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation and right of way maintenance. Each supplement after the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2025 – 2029.

	2025	2026	2027	2028	2029
Snow Removal	\$ 1,430.00	\$ 1,470.00	\$ 1,510.00	\$ 1,560.00	\$ 1,600.00
System Preservation	\$ 2,030.00	\$ 2,090.00	\$ 2,160.00	\$ 2,220.00	\$ 2,290.00

Enclosed is a Certificate of Compliance for the Maintenance Agreement which confirms all the NDOT system maintenance through your city limits has been completed as required by the Agreement for the period January 1, 2023 thru December 31, 2023.

When compliance has been verified, please have it signed by the appropriate city officials and returned to my attention to our office by **January 10, 2024**.

Sincerely,



Margaret Repass
Administrative Assistant
Enclosures

Vicki Kramer, Director
Department of Transportation

District 7 Headquarters
619 Auditorium Drive
McCook, NE 69001-3569

OFFICE 308-345-8490 FAX 308-345-8492
NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 17
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of McCook
Municipal Extensions in McCook

We hereby agree that Maintenance Agreement No. 17 described above be renewed for
the period January 1, 2024 to December 31, 2024.

All figures, terms and exhibits to remain in effect as per the original agreement dated
January 1, 2022, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this 18th day of December, 2023.

ATTEST: City of McCook

Lea Ann Deal
City Clerk/Witness

Linda Taylor
Mayor/Designee

Executed by the State this _____ day of _____, 20_____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: MCCOOK

Date: 11/13/23

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.66 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

10.66 lane miles x \$2,100.00 per lane mile = \$22,386.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION
MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links

Attachment "A"

(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> <i>Neb. Rev. Stat. § 39-1339</i>	<i>Metropolitan Cities (Omaha)</i>	<i>Primary Cities (Lincoln)</i>	<i>1st Class Cities</i>	<i>2nd Class Cities & Villages</i>
<i>Surface Maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.</i>	<i>Department</i>	<i>Department</i>	<i>Department</i>	<i>Department</i>
<i>Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>City</i>
<i>Surface maintenance on parking lanes.</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>Department</i>
<i>Maintenance of roadway appurtenances (Including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>City or Village</i>
<i>Mowing of the right-of-way, right-of-way maintenance and snow removal.</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>City or Village</i>
<i>Bridges from abutment to abutment, except appurtenances.</i>	<i>Department</i>	<i>Department</i>	<i>Department</i>	<i>Department</i>

Maintenance Responsibility
Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> <i>Neb. Rev. Stat. § 39-1339</i>	<i>Metropolitan Cities (Omaha)</i>	<i>Primary Cities (Lincoln)</i>	<i>1st Class Cities > 40,000</i>	<i>1st Class Cities < 40,000</i>	<i>2nd Class Cities</i>
<i>Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>Department</i>	<i>Department</i>
<i>Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>City</i>
<i>Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>Department</i>	<i>Department</i>
<i>Procurement, installation and maintenance of guide and route marker signs</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>Department</i>	<i>Department</i>
<i>Procurement, installation and maintenance of regulatory and warning signs.</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>Department</i>	<i>Department</i>

ATTACHMENT "C"

City of MCCOOK

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	WIDTH OF STREET	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
								STATE	CITY
W. City Limit to West Walmart Dr	6	84.38	84.78	0.40		2	0.80	0.80	0.00
West Walmart Dr to Jct	6	84.78	85.17	0.39		3	1.17	0.78	0.39
Taper (4-lane to 2-lane) East To Jct. US-83	6	85.17	85.23	0.06		5	0.30	0.12	0.18
Equation	6	85.23	85.34	0.11		0	0.00	0.00	0.00
Jct. US-83 to East 7 th ST	6	85.34	86.84	1.50		5	7.50	3.00	4.50
East 7 th St to East City Limits	6	86.84	87.59	0.75		4	3.00	1.50	1.50
South City Limit to East Jct	83	13.82	14.42	0.60		4	2.40	1.20	1.20
West Jct. US-6/34 & US-83 North to end of Divided Hwy	83	15.86	16.14	0.28		4	1.12	0.56	0.56
End of Divided Hwy to Taper (5-lane to 3-lane)	83	16.14	17.26	1.12		5	5.60	2.24	3.36
Taper (5-lane to 3-lane) North to North City Limits	83	17.26	17.49	0.23		3	0.69	0.46	0.23
TOTALS				5.52			22.58	10.66	11.92

**CITY MANAGER'S REPORT
DECEMBER 2, 2024 MCCOOK CITY COUNCIL MEETING**

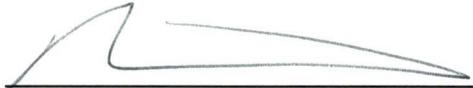
ITEM NO. 4.A. Approve the selection of Mammoth Sports Construction to serve as the design company for the sports complex project.

BACKGROUND:

In September, the McCook City Council appointed Lance Gillen, Karen Bortner, Dan Sattler, Staci Blomstedt, Tacie Fawver, Steve Miller, Danny Gullion, Craig Dickes, Darcy Rambali, Jared Muehlenkamp, John Walters, Deborah Walters, Christian Conroy, and Jessica Bedore to serve on the City's Sports Complex Committee. The Committee reviewed construction management RFQ's submitted by seven firms: Wilkins Architecture, Cadre Architecture and Design, RDG Planning & Design, Clark & Enersen, JEO Consulting Group, Inc., Hellas Construction, Inc., and Mammoth Sports Construction. On November 21st, the committee conducted in-person interviews with representatives of RDG Planning & Design, Clark & Enersen, JEO Consulting Group, Inc., Hellas Construction, Inc., and Mammoth Sports Construction. On November 25th, the committee held a meeting to discuss the qualifications of each firm relative to the scoring criteria outlined in the RFQ. Each member of the committee ranked the five firms based on the criteria specified in the RFQ via a uniform scorecard.

Based upon the criteria established in the RFQ, the committee recommends Mammoth Sports Construction to serve as the City's designer for the McCook sports complex project. Staff would like to thank each of the firms for submitting RFQ's. All of the firms performed extremely well during the selection process. Additionally, staff would like to acknowledge the work and effort the committee put into the selection process. The committee, comprised of volunteers, spent numerous hours evaluating the candidates. The City of McCook appreciates the committee's hard work.

APPROVALS:



Nathan A. Schneider, City Manager

November 26, 2024



Lea Ann Doak, City Clerk

November 26, 2024



Kyle Potthoff, Public Works Director

November 26, 2024

**CITY MANAGER'S REPORT
DECEMBER 2, 2024 MCCOOK CITY COUNCIL MEETING**

4.B.

ITEM NO. ___ Update regarding the sports complex project.

BACKGROUND:

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

APPROVALS:



Nathan A. Schneider, City Manager

November 26, 2024



Lea Ann Doak, City Clerk

November 26, 2024

**CITY MANAGER'S REPORT
DECEMBER 2, 2024 MCCOOK CITY COUNCIL MEETING**

4.C.

ITEM NO. ___ Discuss a request from Charlie McPherson to secure an easement from the City of McCook for property identified as Parcel #000953100, said easement to be used secure permanent access to property east of the City parcel.

BACKGROUND:

A request has been made by Charlie McPherson for the City of McCook to grant an easement on property owned by the City. The request would impact Parcel #000953100. The easement would allow for Mr. McPherson to access his property directly to the east of the City parcel. Mr. McPherson's request is attached to this report for background purposes.

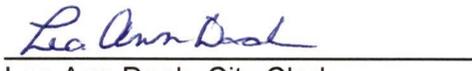
Mr. McPherson will be present at the City Council meeting to make his request.

APPROVALS:



Nathan A. Schneider, City Manager

November 26, 2024



Lea Ann Doak, City Clerk

November 26, 2024

From: Charlie McPherson <c.t.mcpherson@outlook.com>
Sent: Wednesday, November 20, 2024 10:24 AM
To: Nate Schneider
Subject: City Easement Request to Access Personal Lot/Property
Attachments: paste.png; paste.png; paste.png

Good Morning, Nate:

I appreciate you and your staff's time discussing this matter.

At the beginning of September, my wife and I purchased a 3.61-acre property lot (Parcel #001428200) in east McCook near the airport, with plans to eventually build a house. This property is situated directly behind the houses on Apollo Street to the east (see map below). Upon purchasing the property, we discovered it lacks defined road or street access. We learned that the previous owner accessed the property via a verbal agreement with the owner to the south.

I have since met with the current south property owner, who confirmed he could extend a similar verbal agreement for access. However, he mentioned he is in the process of selling or is looking to sell his property in the near future. I inquired about purchasing a small portion of his property to secure permanent access from the south, but he declined, preferring to sell his property as-is. I am concerned that a new owner might not grant us the same access if the property is sold unless we can figure an alternate access point.

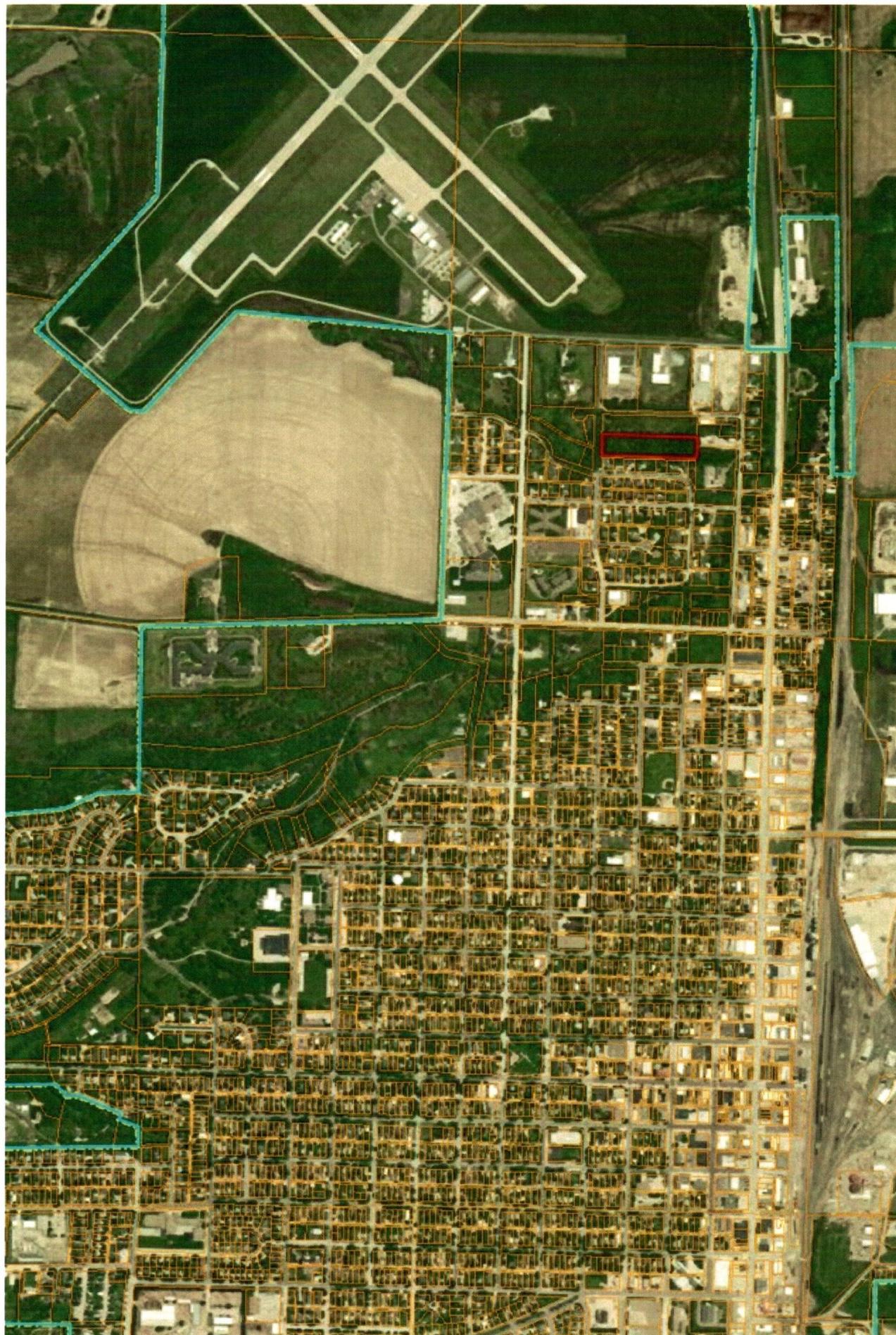
After exploring various options for access, one option emerged as the most promising. The City of McCook owns a small piece of property near the southwest corner of our lot, which could provide an easement for access (see map below). This property currently serves utility access behind the houses on the east side of Apollo Street.

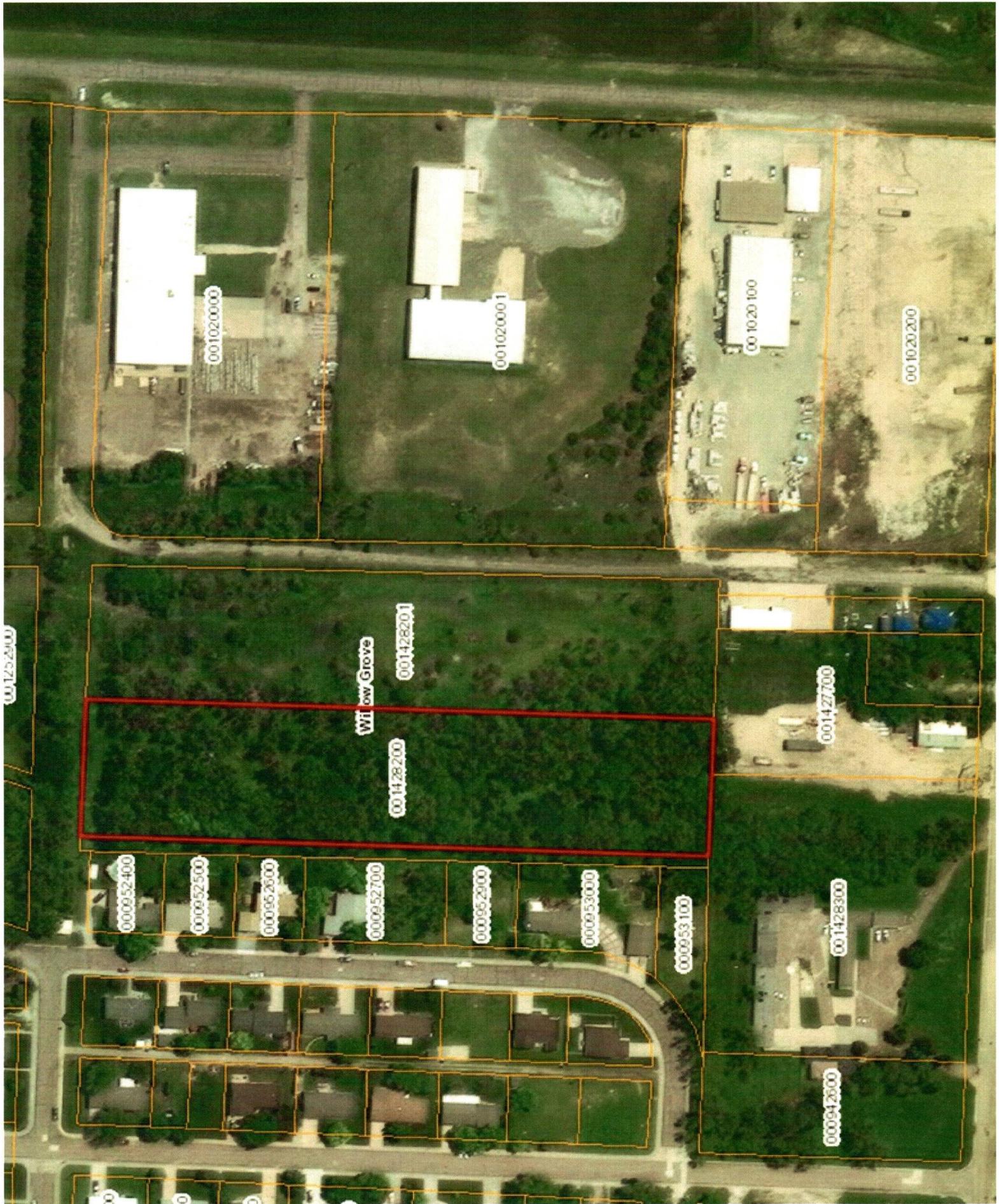
We would like to request an easement on this small piece of City-owned property (Parcel #000953100) near the southwest corner of our lot for an extended period until we are able to secure permanent access through nearby land acquisition. Our intention is solely to use this city-owned lot as an extended driveway for accessing our property directly behind it from Apollo Street; we have no plans to build or construct anything on it.

I would greatly appreciate your consideration to grant us an easement request to access our lot. Please let us know if you have any additional questions or concerns.

Thank you,

Charlie McPherson
(308) 350-1103
c.t.mcpherson@outlook.com





001020000

001020001

001020100

001020200

001252400

Willow Grove

001428201

001428200

000952400

000952500

000952600

000952700

000952900

000953000

000953100

001427700

001428300

000942000



001428201

2,033,787 Feet

Willow Grove

5,008 Feet

000953100

000953000

000952900

000952700

000952600

000952500

000952400

000951400

000951300

000951200

000951100

000951000

000950900

000950800

000950700

000951500

000951600

000951700

000951800

000951900

000952000

000952200

000952100

000952300

001252900

001252800

001427700

001428300

000912500

**CITY MANAGER'S REPORT
DECEMBER 2, 2024 CITY COUNCIL MEETING**

ITEM: 4.D. Receive and file a presentation from city staff updating the Fixed Base Operator (FBO) status at the McCook Ben Nelson Regional Airport.

BACKGROUND:

On November 15th, Red Willow Aviation discontinued providing FBO services at the McCook Ben Nelson Regional Airport after filing a Chapter 7 bankruptcy petition. Following the filing of the petition, the bankruptcy court appointed a trustee to manager the bankruptcy estate. Staff has worked with the trustee to resume fueling operations at the airport. Staff has also worked with former employees of Red Willow Aviation to work as independent contractors at the airport, focusing on fueling serve to the airport users.

Staff would like to update the City Council on the Fixed Base Operator functions it is assuming at the December 2nd council meeting.

APPROVALS:



Kyle Potthoff, Public Works Director

November 26, 2024



Nathan A. Schneider, City Manager

November 26, 2024



Lea Ann Doak, City Clerk

November 12, 2024

**CITY MANAGER'S REPORT
DECEMBER 2, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 4.E Ratify the Lease Agreement between the City of McCook and John D. Stalnaker, Chapter 7 Bankruptcy Trustee for the Bankruptcy Estate of Red Willow Aviation & Spraying, Inc.

BACKGROUND:

As a result of the bankruptcy filing by Red Willow Aviation & Spraying, Inc., John Stalnaker serves as the trustee on behalf of the estate. Mr. Stalnaker holds and controls the assets of Red Willow Aviation, including equipment and buildings used in connection with its operation as an FBO at the McCook Ben Nelson Regional Airport. In order for the City of McCook to provide fueling services at the airport, a lease between Mr. Stalnaker and the City of McCook is required. Attached to this report is a Lease Agreement that was executed in order to expedite the furnishing of fueling services at the airport. Per the lease, the City of McCook will be allowed to operate out of the listed buildings and use the listed equipment found in the Agreement. Chapter 7 bankruptcy law precludes the payment of rent, but the parties hereto agree that the City has the right to collect any revenue made through fuel sales over and above the existing inventory. Additionally, the Trustee requires the City to provide insurance and to indemnify the estate and NebraskaLand Bank of any liability related to the City's use of the estate assets. The Agreement includes all other necessary terms related to the City of McCook's use of the bankruptcy estate's buildings and equipment.

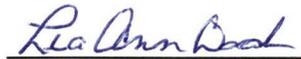
City staff had to enter into the agreement in order to commence fueling operations as soon as possible. Staff requests that the City Council ratify the agreement.

APPROVALS:



Nathan A. Schneider, City Manager

November 26, 2024



Lea Ann Doak, City Clerk

November 26, 2024



Kyle Potthoff, Public Works Director

November 26, 2024

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this ___ day of _____, 2024, by and between the City of McCook, Nebraska, a municipal corporation ("City"), and John D. Stalnaker, Chapter 7 Bankruptcy Trustee for the Bankruptcy Estate of Red Willow Aviation & Spraying, Inc. ("Trustee").

RECITALS

WHEREAS, Red Willow Aviation & Spraying, Inc. ("RWA") has filed its bankruptcy petition pursuant to Chapter 7 of the United States Bankruptcy Code, which matter is pending in the United States Bankruptcy Code for the District of Nebraska as Case No. 24-41108, and the Trustee has been and is duly appointed therein.

WHEREAS, RWA and the City entered into that certain Fixed Base Operator Lease Agreement on or about February 1, 2018, as amended on August 1, 2022 (collectively, the "FBO Lease"), for RWA to provide services as a Fixed Base Operator ("FBO") at the McCook Ben Nelson Regional Airport ("Airport")

WHEREAS, by virtue of his appointment, the Trustee now holds and controls certain assets of RWA, including equipment and buildings used in connection with its operation as an FBO at the Airport;

WHEREAS, RWA and the City seek to enter into this Agreement to permit the City to lease certain equipment and buildings from the Bankruptcy Estate such that the City can provide fueling services and maintain operations at the Airport, pursuant to the terms set forth herein; and

WHEREAS, NebraskaLand Bank claims a security interest and lien on the lease and on the inventory and personal property of RWA.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Leased Premises and Equipment:** The Trustee hereby leases to the City the following assets located at the Airport:
 - 1.1. Buildings:
 - 1.1.1. The fuel office (and computer equipment therein), including the pilot's lounge and restrooms.
 - 1.1.2. The large aircraft hangar (120'x120').
 - 1.1.3. The medium aircraft hangar (60'x60').
 - 1.1.4. The maintenance hangar, including the mechanics' office.
 - 1.2. Equipment:
 - 1.2.1. Two (2) fuel trucks.
 - 1.2.2. Fuel farm, including tanks and pumps.
 - 1.2.3. Fuel monitor system.
 - 1.2.4. Ground Power Unit (GPU).
 - 1.2.5. Forklift.
 - 1.2.6. Tiffin (aircraft mover).

2. **Access Requirements:**
 - 2.1.1. The City shall have the ability to change locks at all access points of leased buildings.
 - 2.1.2. The City shall have access to surveillance camera systems and change passwords as needed.
 - 2.1.3. The City shall have access to all records of RWA necessary to provide fuel services.
 - 2.1.4. At the termination of this Agreement, the City shall provide keys to the buildings and passwords to the surveillance camera systems and records of RWA to the Trustee or NebraskaLand Bank or to a purchaser of the FBO operation.
3. **Consideration:** In lieu of lease payments for the equipment and buildings, the City agrees to waive, and the Trustee agrees to accept the City's waiver of, any lease payments and other obligations due from RWA to the City under the FBO Lease for the duration of this Agreement.
4. **Insurance:** The City shall obtain and maintain, at its own expense:
 - 4.1. Property insurance covering all leased equipment and buildings against loss or damage, with the Trustee and NebraskaLand Bank named as an additional insured; and
 - 4.2. General liability insurance with limits of not less than \$1,000,000 per occurrence, naming the Trustee and NebraskaLand Bank as an additional insured.
5. **Indemnification:** The City agrees to indemnify, defend, and hold harmless the Trustee and the Bankruptcy Estate from all claims, damages, losses, or liabilities arising out of or related to the City's use or operation of the leased equipment and buildings, including but not limited to claims for personal injury, property damage, or environmental harm.
6. **Waiver of Subrogation:** The City of McCook hereby waives any and all rights of recovery, claims, actions, or causes of action it may have against the Chapter 7 Trustee, its agents, officers, or employees, for any loss or damage that may occur to the fueling equipment, leased premises, or any other property related to this Lease, to the extent such loss or damage is covered by insurance carried by The City of McCook. The City of McCook agrees to cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of subrogation against the Chapter 7 Trustee. If such an endorsement is unavailable or prohibited by law, The City of McCook shall promptly notify the Chapter 7 Trustee in writing and make reasonable efforts to obtain alternative coverage or a similar endorsement.
7. **Use of Gross Sales Proceeds:** All gross sales proceeds generated from the use of the leased equipment, including but not limited to fuel sales, shall be the sole property of the City. However, any fuel inventory existing at the time this Lease is signed shall not be sold by the City. The City shall measure the fuel level in all storage containers as of the effective date of this Lease, and the City shall only sell and generate profit from fuel purchased subsequent to the execution of this Lease. The City shall provide a copy of its initial measurement of fuel levels to NebraskaLand Bank.
8. **Compliance with Laws:** The City shall comply with all applicable federal, state, and local laws and regulations in its use and operation of the leased equipment and buildings. This includes, but is not limited to, compliance with safety, environmental, and aviation regulations.

9. Inspections:

- 9.1. The City shall make all leased buildings and equipment available for inspection by the Trustee, NebraskaLand Bank or any potential buyers of the Bankruptcy Estate's business assets upon reasonable notice.
- 9.2. The City shall cooperate fully with such inspections and provide access to necessary records, facilities, and equipment as requested by the Trustee or NebraskaLand Bank.

10. Condition of Leased Assets:

- 10.1. The City accepts the equipment and buildings "as is" and "where is," with no representations or warranties by the Trustee or NebraskaLand Bank as to their condition, fitness for use, or compliance with any applicable laws or regulations.
- 10.2. The City shall be responsible for the repair and maintenance of all leased equipment and buildings during the term of this Agreement.

11. **Term:** This lease shall commence on the date first written above and shall continue on a month-to-month basis until terminated by either party upon 30 days' written notice.

12. **Termination:** Upon termination of this Agreement, the City shall:

- 12.1. Vacate the leased premises and return all leased equipment to the Trustee in as good condition as received, ordinary wear and tear excepted.
- 12.2. Provide an accounting of all proceeds generated during the lease term.

13. **Default:** If the City fails to perform any material obligation under this Agreement, the Trustee or NebraskaLand Bank may provide the City with written notice specifying the nature of the default. The City shall have 30 days from the date of receipt of the notice to cure the default. If the City fails to cure the default within the specified time, the Trustee may terminate this Agreement immediately upon providing written notice of termination.

14. Miscellaneous:

- 14.1. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, or agreements.
- 14.2. Amendments: This Agreement may be amended only by a written document signed by both parties.
- 14.3. Governing Law: This Agreement shall be governed by the laws of the State of Nebraska.
- 14.4. Assignment: This Agreement may not be assigned without the prior written consent of the Trustee.

[SIGNATURE PAGE(S) TO FOLLOW]

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

CITY OF MCCOOK, NEBRASKA

CHAPTER 7 BANKRUPTCY TRUSTEE

Nathan A. Schneider, City Manager

John D. Stalnaker, Chapter 7 Bankruptcy
Trustee for the Bankruptcy Estate of Red
Willow Aviation & Spraying, Inc.

NEBRASKALAND BANK

By: _____
Hans Julius, its Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF RED WILLOW)

The foregoing instrument was acknowledged before me on this ____ day of November, 2024, by Nathan A. Schneider as his voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of November, 2024, by John D. Stalnaker as his voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF RED WILLOW)

The foregoing instrument was acknowledged before me on this ____ day of November, 2024, by Hans Julius as his voluntary act and deed.

Notary Public

**CITY MANAGER'S REPORT
DECEMBER 2, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM NO. __ Update regarding the sports complex project.

BACKGROUND:

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

APPROVALS:



Nathan A. Schneider, City Manager

November 26, 2024

Lea Ann Doak, City Clerk

November 26, 2024

**CITY MANAGER'S REPORT
DECEMBER 2, 2024 CITY COUNCIL MEETING**

ITEM: 4.F. Authorize the use of City of McCook's City Council contingency line item to assist with funding fueling operations at the McCook Ben Nelson Regional Airport during the pendency of the Red Willow Aviation bankruptcy.

BACKGROUND:

For FY 24/25, the City Council budgeted \$250,000.00 for potential contingency uses above and beyond the budgeted line items included within the general fund. Due to the lack of a Fixed Base Operator (FBO) at the McCook Ben Nelson Regional Airport and the need to provide fueling services in order to maintain the City's ability to provide for airport related functions, it will be necessary to expend City Council contingency funds to provide adequate operating capital during the pendency of the former FBO's bankruptcy. Staff does not make this request lightly as these funds are only used in emergencies. Staff believes the current situation at the McCook Ben Nelson Regional Airport qualifies as an emergency. Without the resumption of fueling operations, our airport cannot function adequately.

APPROVALS:



Kyle Potthoff, Public Works Director

November 26, 2024



Nathan A. Schneider, City Manager

November 26, 2024



Lea Ann Doak, City Clerk

November 12, 2024

**CITY MANAGER'S REPORT
DECEMBER 2, 2024 CITY COUNCIL MEETING**

ITEM: 4.G.

Approve Ordinance No. 2024-3094, on its second reading, amending the City of McCook Code of Ordinances by revising Section 90.33 -Dangerous Dogs and/or Hybrid Animals Prohibited; Terms, Defined; Section 90.36 - Dangerous Dogs and/or Hybrid Animals; Confiscation, When; Costs; and Section 90.45 - Impoundment of Animals Without Immunization Tags; Disposition of Impounded Animals.

BACKGROUND:

Please refer to the attached City Manager's Report prepared for the November 18, 2024 City Council meeting.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

November 27, 2024

**CITY MANAGER'S REPORT
NOVEMBER 18, 2024 MCCOOK CITY COUNCIL MEETING
3.B.**

ITEM NO. ___ Approve Ordinance No. 2024 - 3094 on first reading, amending the City of McCook Code or Ordinances by revising Dangerous Dog 90.33; revising Confiscation Dangerous Dog 90.36; and revising Rabies Ordinance 90.45.

BACKGROUND:

Discussions between the McCook Humane Society, the McCook City Attorney, and McCook staff have been held regarding amending a number of regulations contained within Chapter 90: Animals of the McCook Code of Ordinances. First, discussions were held to amend the dangerous dog criteria to include animals that require veterinary care, not just domestic animals that have been killed without provocation. Second, discussions were held to amend the confiscation of dangerous dog section to include a provision that authorizes the City of McCook to euthanize a dangerous dog when it is too dangerous to handle and board. Third, discussions were held regarding the City's need to euthanize and test a dog for rabies when it is not wearing an immunization tag and we cannot otherwise ascertain whether the dog has received its immunization shot.

Through a joint effort between the McCook Humane Society and the City of McCook, proposed ordinance modifications of these three items have been prepared for the City Council's consideration.

APPROVALS:



Nathan A. Schneider, City Manager

November 12, 2024



Lea Ann Doak, City Clerk

November 12, 2024



Kevin Hodgson, Chief of Police

November 12, 2024

ORDINANCE NO. 2024-3094

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 90, ENTITLED "ANIMALS"; SECTION 90.33 - DANGEROUS DOGS AND/OR HYBRID ANIMALS PROHIBITED; SECTION 90.36 - DANGEROUS DOGS AND/OR HYBRID ANIMALS; CONFISCATION, WHEN; COSTS; AND SECTION 90.45 - IMPOUNDMENT OF ANIMALS WITHOUT IMMUNIZATION TAGS; DISPOSITION OF IMPOUNDED ANIMALS; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

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

Section 1. The City of McCook Code of Ordinances, Chapter 90, Section 90.33 - Dangerous Dogs and/or Hybrid Animals Prohibited; Terms, Defined, is hereby amended to read as follows:

§ 90.33 DANGEROUS DOGS AND/OR HYBRID ANIMALS PROHIBITED; TERMS, DEFINED.

(A) It shall be unlawful for anyone within the city limits to own, keep or harbor a dangerous dog and/or hybrid animal.

(B) It shall be unlawful for anyone within the city limits to own, keep or harbor a potentially dangerous dog and/or hybrid animal.

(C) For purposes of this section, the following definitions shall apply:

DANGEROUS DOG AND/OR HYBRID ANIMAL.

(a) A dog and/or hybrid animal that, according to the records of the Police Department:

1. Has killed a human being;
2. Has inflicted injury on a human being resulting in a puncture wound and/or an injury that requires medical treatment;
3. Has killed or injured a domestic animal without provocation, and the injured animal requires veterinary care; or
4. Has been previously determined to be a potentially dangerous dog by a court order, the owner has received notice of such determination, and the dog and/or hybrid animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or

threatens the safety of humans or domestic animals.

(b) 1. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (a)2. of this section, if the individual was tormenting, abusing, or assaulting the dog and/or hybrid animal at the time of the injury or has, in the past, tormented, abused, or assaulted the dog and/or hybrid animal.

2. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (a)4. of this section, if the injury, damage, or threat was sustained by an individual who, at the time, was committing a willful trespass as defined by Nebraska statute, was committing any other tort upon the property of the owner of the dog and/or hybrid animal, was tormenting, abusing, or assaulting the dog and/or hybrid animal, or has, in the past, been observed or reported to have tormented, abused, or assaulted the dog and/or hybrid animal, or was committing or attempting to commit a crime.

3. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (B) of this section if the dog and/or hybrid animal is a police animal as defined by Nebraska statute.

DOMESTIC ANIMAL. A cat, a dog, or livestock. Livestock includes buffalo, deer, antelope, fowl, and any other animal in any zoo, wildlife park, refuge, wildlife area, or nature center intended to be on exhibit.

MEDICAL TREATMENT. Treatment administered by a physician or other licensed health care professional that results in sutures or surgery or treatment for one or more broken bones;

OWNER. Any person, firm, corporation, organization, political subdivision, or department possessing, harboring, keeping, or having control or custody of a dog and/or hybrid animal.

POTENTIALLY DANGEROUS DOG AND/OR HYBRID ANIMAL.

(a) Any dog and/or hybrid animal that when unprovoked:

1. Inflicts an injury on a human being that is not a puncture wound and does not require medical treatment;

2. Injures a domestic animal; or

3. Chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or

(b) Any specific dog and/or hybrid animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

(Neb. RS 54-617) (Ord. 2009-2826, passed 8-17-2009; Ord. 2020-2999, passed 3-16-2020; Ord. 2020-3009, passed 6-15-2020; Ord. 2021-3017, passed 6-21-2021) Penalty, see § 90.99

Section 2. The City of McCook Code of Ordinances, Chapter 90, Section 90.36 - Dangerous Dogs and/or Hybrid Animals; Confiscation, When; Costs, is hereby amended to read as follows:

§ 90.36 DANGEROUS DOGS AND/OR HYBRID ANIMALS; CONFISCATION, WHEN; COSTS.

(A) Any dangerous dog and/or hybrid animal may be immediately confiscated by the Police Department if the owner is in violation of §§ 90.33 to 90.37. The owner shall be responsible for the reasonable costs incurred by the Police Department and the animal shelter for the care of a dangerous dog and/or hybrid animal confiscated by the Police Department or for the destruction of any dangerous dog and/or hybrid animal if the action by the Police Department is pursuant to law and if the owner violated §§ 90.33 to 90.37.

(B) If the dangerous dog and/or hybrid animal is deemed too dangerous to safely control and board, a determination made in good faith by either the Police Department or the animal shelter, the animal may be humanely euthanized without being boarded. The owner shall still be responsible for any costs associated with this action, including the costs of euthanasia and any related legal or operational expenses.

(Neb. RS 54-620)
(Ord. 2020-2999, passed 3-16-2020)

Section 3. The City of McCook Code of Ordinances, Chapter 90, Section 90.45 - Impoundment of Animals Without Immunization Tags; Disposition of Impounded Animals, is hereby amended to read as follows:

§ 90.45 IMPOUNDMENT OF ANIMALS WITHOUT IMMUNIZATION TAGS; DISPOSITION OF IMPOUNDED ANIMALS.

(A) It shall be the duty of the City Manager or his or her authorized representative, in a humane manner, to capture and remove to the animal shelter any animal so owned, kept, or harbored that is running at large without the immunization tag provided for in § 90.40 affixed to its collar or harness.

(B) No animal so taken shall be killed until after five days of public notice have elapsed after its impounding, or until such officer, after consulting the registration records, concludes that the animal has not been immunized or that immunization has become ineffective by lapse of time and until such officer has notified the person owning, keeping, or harboring such animal, if his or her identity is known to him or her, to have the animal immunized forthwith. Any person owning, keeping, or harboring such animal may reclaim such animal

within the five-day period of impoundment. All animals unclaimed after such five-day impoundment shall be destroyed and buried.

(C) If such an animal has bitten a person and does not have an immunization tag, the animal may immediately be humanely euthanized and sent for rabies testing, as required to ensure public safety. The City Manager or his or her authorized representative must make reasonable efforts to locate the owner or ascertain whether the animal has been immunized before proceeding with euthanasia and testing.

Statutory reference:

Similar state law provisions, see Neb. RS 71-4401 through 71-4412

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in pamphlet form or posting as required by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

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

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

nschneider@cityofmccook.com

From: njmustion mbgslaw.com <njmustion@mbgslaw.com>
Sent: Thursday, October 24, 2024 2:44 PM
To: 'LorieLynn Prestes'; Nate Schneider; tkoetter@cityofmccook.com; Kevin Hodgson; 'Lea Ann Doak'
Cc: gail mbgslaw.com
Subject: Dangerous Dog and Rabid Dog Ordinance Proposals
Attachments: Revised Dangerous Dog 90.33.docx; Revised Confiscation Dangerous Dog 90.36.docx; Revised Rabies Ordinance 90.45.docx

All,

Please find attached ***rough drafts*** of the ordinances that I have drafted based upon the conversation we had with Lorie. I have just amended current ordinances to address the issues that were raised.

I revised 90.33 Dangerous Dogs. Specifically, 90.33(C)(a)(3) to include injuring an animal that requires veterinary care. Currently the ordinance says kill only.

I revised 90.36 Confiscation of Dangerous Dogs. Specifically, I added 90.36(B). If the dangerous dog being confiscated is too dangerous to handle and board it can be immediately euthanized.

I revised 90.45 Impoundment of Animals Without Immunization Tags. Specifically, I added 90.45(C). If a dog is not wearing an immunization tag and we can't otherwise ascertain whether the dog has been immunized, if the dog has bitten a person, the dog can be killed and sent in for testing.

Lorie, if there are other issues that I haven't addressed with these, please let me know and I can attempt to draft/revise other ordinances.

Everyone please review these ordinances closely and let me know if there are any changes you want made.

Thanks,

Nathaniel J. Mustion, Esq.
Mousel, Brooks, Schneider, Mustion & Shifflet, PC, LLO
101 W. C St.
McCook, NE 69001
(308) 345-1600 (office)
(308) 345-1602 (facsimile)
njmustion@mbgslaw.com

CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED E-MAIL COMMUNICATION

The information contained in this message is intended solely for the addressee(s) named above. If you are not an addressee, or responsible for delivering this message to an addressee, you have received this message in error and you are strictly prohibited from reading or disclosing it. The information contained in this message is subject to legally enforceable privileges. Unless you are an addressee, or associated with an addressee for

delivery purposes, you will violate these privileges if you do anything with this document or the information it contains other than reply by e-mail immediately at his/her address noted above and delete the message at once.

WordPerfect Document Compare Summary

Original document: G:\CityClrk\Clerk\Ordinances\mccook-ne-1 (2).docx

Revised document: G:\CityClrk\Clerk\Ordinances\Revised Dangerous Dog 90.33.docx

Deletions are shown with the following attributes and color:

~~Strikeout~~, **Blue** RGB(0,0,255).

Deleted text is shown as full text.

Insertions are shown with the following attributes and color:

Double Underline, Redline, **Red** RGB(255,0,0).

The document was marked with 0 Deletion, 2 Insertions, 0 Moves.

§ 90.33 DANGEROUS DOGS AND/OR HYBRID ANIMALS PROHIBITED; TERMS, DEFINED.

(A) It shall be unlawful for anyone within the city limits to own, keep or harbor a dangerous dog and/or hybrid animal.

(B) It shall be unlawful for anyone within the city limits to own, keep or harbor a potentially dangerous dog and/or hybrid animal.

(C) For purposes of this section, the following definitions shall apply:

DANGEROUS DOG AND/OR HYBRID ANIMAL.

(a) A dog and/or hybrid animal that, according to the records of the Police Department:

1. Has killed a human being;
2. Has inflicted injury on a human being resulting in a puncture wound and/or an injury that requires medical treatment;
3. Has killed or injured a domestic animal without provocation, and the injured animal requires veterinary care; or
4. Has been previously determined to be a potentially dangerous dog by a court order, the owner has received notice of such determination, and the dog and/or hybrid animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals.

(b) 1. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (a)2. of this section, if the individual was tormenting, abusing, or assaulting the dog and/or hybrid animal at the time of the injury or has, in the past, tormented, abused, or assaulted the dog and/or hybrid animal.

2. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (a)4. of this section, if the injury, damage, or threat was sustained by an individual who, at the time, was committing a willful trespass as defined by Nebraska statute, was committing any other tort upon the property of the owner of the dog and/or hybrid animal, was tormenting, abusing, or assaulting the dog and/or hybrid animal, or has, in the past, been observed or reported to have tormented, abused, or assaulted the dog and/or hybrid animal, or was committing or attempting to commit a crime.

3. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (B) of this section if the dog and/or hybrid animal is a police animal as defined by Nebraska statute.

DOMESTIC ANIMAL. A cat, a dog, or livestock. Livestock includes buffalo, deer, antelope, fowl, and any other animal in any zoo, wildlife park, refuge, wildlife area, or nature center intended to be on exhibit.

MEDICAL TREATMENT. Treatment administered by a physician or other licensed health care professional that results in sutures or surgery or treatment for one or more broken bones;

OWNER. Any person, firm, corporation, organization, political subdivision, or department possessing, harboring, keeping, or having control or custody of a dog and/or hybrid animal.

POTENTIALLY DANGEROUS DOG AND/OR HYBRID ANIMAL.

(a) Any dog and/or hybrid animal that when unprovoked:

1. Inflicts an injury on a human being that is not a puncture wound and does not require medical treatment;
2. Injures a domestic animal; or
3. Chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or

(b) Any specific dog and/or hybrid animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

(Neb. RS 54-617) (Ord. 2009-2826, passed 8-17-2009; Ord. 2020-2999, passed 3-16-2020; Ord. 2020-3009, passed 6-15-2020; Ord. 2021-3017, passed 6-21-2021) Penalty, see § 90.99

WordPerfect Document Compare Summary

Original document: G:\CityClrk\Clerk\Ordinances\mccook-ne-2.docx

Revised document: G:\CityClrk\Clerk\Ordinances\Revised Confiscation Dangerous Dog
90.36.docx

Deletions are shown with the following attributes and color:

~~Strikeout~~, Blue RGB(0,0,255).

Deleted text is shown as full text.

Insertions are shown with the following attributes and color:

Double Underline, Redline, Red RGB(255,0,0).

The document was marked with 3 Deletions, 6 Insertions, 0 Moves.

§ 90.36 DANGEROUS DOGS AND/OR HYBRID ANIMALS; CONFISCATION, WHEN; COSTS.

–(A) Any dangerous dog and/or hybrid animal may be immediately confiscated by the Police Department if the owner is in violation of §§ 90.33 to 90.37. The owner shall be responsible for the reasonable costs incurred by the Police Department and the animal shelter for the care of a dangerous dog and/or hybrid

animal confiscated by the Police Department or for the destruction of any dangerous dog and/or hybrid animal if the action by the Police Department is pursuant to law and if the owner violated §§ 90.33 to 90.37.

(B) If the dangerous dog and/or hybrid animal is deemed too dangerous to safely control and board, a determination made in good faith by either the Police Department or the animal shelter, the animal may be humanely euthanized without being boarded. The owner shall still be responsible for any costs associated with this action, including the costs of euthanasia and any related legal or operational expenses.

(Neb. RS 54-620)

-(Ord. 2020-2999, passed 3-16-2020)

WordPerfect Document Compare Summary

Original document: G:\CityClrk\Clerk\Ordinances\mccook-ne-3 (1).docx

Revised document:

C:\Users\cityclerk\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\KWJ
D9PRA\Revised Rabies Ordinance 90.45.docx

Deletions are shown with the following attributes and color:

~~Strikeout~~, Blue RGB(0,0,255).

Deleted text is shown as full text.

Insertions are shown with the following attributes and color:

Double Underline, Redline, Red RGB(255,0,0).

The document was marked with 12 Deletions, 10 Insertions, 0 Moves.

**§ 90.45 IMPOUNDMENT OF ANIMALS WITHOUT IMMUNIZATION TAGS;
DISPOSITION OF IMPOUNDED ANIMALS.-**

—(A)— It shall be the duty of the City Manager or his or her authorized representative, in a humane manner, to capture and remove to the animal shelter; any animal so owned, kept, or harbored, ~~from that is~~ running at large without the immunization tag provided for in § 90.40 affixed to its collar or harness.

—(B)— No animal so taken shall be killed until after five days ~~after~~of public notice have elapsed after its impounding, or until such officer, after consulting the registration records, concludes that the animal has not been immunized or that immunization has become ineffective by lapse of time and until such officer has notified the person owning, keeping, or harboring such animal, if his or her identity is known to him or her, to have the animal immunized forthwith. Any person owning, keeping, or harboring such animal may reclaim such animal within the five-day period of impoundment. All animals unclaimed after such five-day impoundment; shall be destroyed and buried.

~~(Ord. 2009-2830, passed 10-5-2009)~~C) If such an animal has bitten a person and does not have an immunization tag, the animal may immediately be humanely euthanized and sent for rabies testing, as required to ensure public safety. The City Manager or his or her authorized representative must make reasonable efforts to locate the owner or ascertain whether the animal has been immunized before proceeding with euthanasia and testing.

Statutory reference:

—~~Similar~~ Similar state law provisions, see Neb. RS 71-4401 through 71-4412