

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, March 3, 2025
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Father Kimminau, St. Patrick Catholic Church.

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 February 17, 2025 regular City Council meeting.

B. Offer a contract to Van Kirk Bros. Contracting with a bid of \$499,950.25 as the lowest responsible bidder for Water Distribution Improvements Revised Project #2 and authorize the Mayor to execute the necessary paperwork to award the contract.

C. Adopt Resolution No. 2025-03 approving the executive of an Agency Agreement with the Department of Transportation-Division of Aeronautics of the State of Nebraska for Project No. 3-31-0052-020/021-2025(M04) to be submitted by the Division to the Federal Aviation Administration to obtain Federal Assistance for the Development of the McCook Ben Nelson Regional airport and authorize the Mayor to sign the agreement and all associated documents.

D. Approve the request from Shannon Corder on behalf of St. Patrick School to close East "F" Street from East 3rd Street to East 4th Street for their G.I.F.T. Gala on March 14 and 15 from 4:00 P.M. to 7:30 P.M. each night.

3. Regular Agenda.

A. Update regarding the sports complex project.

- B. Ordinance No. 2025-3096 establishing a means to convey City of McCook owned real estate/personal property to qualifying economic development organizations.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2025-3096 upon its first of three readings.
 - C. Ordinance No. 2025-3097 amending the City of McCook Code of Ordinances, Chapter 54, City Parks and Property, Subchapter "City Swimming Pool", to include a provision to set reasonable fees for the management and maintenance of the McCook Aquatic Park.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2025-3097 upon its first of three readings.
 - D. Ordinance No. 2025-3098 establishing the McCook Aquatic Park's pool fees.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2025-3098 upon its first of three readings.
 - E. Council Comments.
- Adjournment.

CITY MANAGER'S REPORT
MARCH 3, 2025 CITY COUNCIL MEETING

ITEM: **2.A.**

Approve the minutes of the February 17, 2025 regular Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

February 27, 2025

McCook City Council
February 17, 2025
5:30 P.M.

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 Weedin, Muehlenkamp, Rambali.

Absent: Councilmember Calvin.

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

Taylor: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 4, NAY: 0

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter, Utilities Director Fawver, Fire Chief Harpham, 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 February 13, 2025, 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 Barry Johnson, Assembly of God Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

1. Announcements & Recognitions.

City Manager Nate Schneider informed the Council that stake holder meetings for the Sports Complex were scheduled for February 19 at 3:00 P.M. and 4:00 P.M. and February 20 at 9:00 A.M. and 10:00 A.M.; on February 19 staff will meet with Mammoth Construction during the day and with the Sports Complex Committee that evening at 6:00 P.M.; and Mammoth and City Staff plan to present at the Mid-Plains Community College Board of Governors meeting that evening in North Platte.

2. Public Hearings.

- 2.A. Public Hearing - Request for a special exception by Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at 806 ½ East 7th Street, legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at 806 ½ East 7th Street, legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Weedon and seconded by Muehlenkamp, passed.

Calvin: ABSENT, Taylor: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 4, NAY: 0, ABSENT: 1

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the February 17, 2025 City Council meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing mailed and posted (1 page); Exhibit #4 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #5 - Land Use Action Request Form and attachments (11 pages); Exhibit #6 - City of McCook Zoning Ordinance Article 9, Residential Medium Density District (RM) (3 pages); Exhibit #7 - City of McCook Zoning Ordinance Article 24, Special Exceptions (1 page); Exhibit #8 - Findings and Determinations of McCook City Council (2 pages); Exhibit #9 - Minutes of the February 10, 2025 Planning Commission meeting (3 pages); and Exhibit #10 - email from Amanda and Dustin Trew dated February 17, 2025, informing the Council they were not able to attend the meeting due to a winter storm moving in and that they would be available by phone if the Council had questions (1 page).

Comments were taken from City Staff, the applicant, before opening to the public for comment.

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

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

Calvin: ABSENT, Taylor: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 4, NAY: 0, ABSENT: 1

- 2.B. Approve the application for a special exception by Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at 806 ½ East 7th Street, legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley Memorial Addition to the City of McCook, Red Willow County, Nebraska. Nebraska, finding Special Exception

considerations A-I are satisfied.

City Attorney Mustion requested Councilmembers to complete their Special Exception Findings and Determinations, all found that Considerations A - I have been made.

Motion to approve the application for a special exception by Amanda and Dustin Trew to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at 806 ½ East 7th Street, legally described as the South Thirty-five (35) feet of Lot Seven (7) and the North One and Seven-tenths (1.7) feet of the vacated alley between Lots Seven (7), Eight (8), and Nine (9), of Block One (1), John E. Kelley memorial Addition to the City of McCook, Red Willow County, Nebraska. Nebraska, finding Special Exception considerations A-I are satisfied. This motion, made by Muehlenkamp and seconded by Rambali, passed.

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

2.C. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review committee regarding meeting held February 10, 2025.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on a report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held February 10, 2025 with the City Attorney to act as hearing officer. This motion, made by Weedin and seconded by Taylor, passed.

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

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated February 17, 2025 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Agenda for the February 10, 2025 meeting of the Economic Development Plan Citizen's Advisory Review Committee and attachments (7 pages); and Exhibit #4 - the minutes of the October 28, 2024 Economic Development Plan Citizen's Advisory Review Committee (4 pages).

Charlie McPherson, McCook Economic Development Corporation Executive Director and Sean Wolfe, President of the Economic Development Plan Citizen's Advisory Review Committee, reviewed the information presented in Exhibit #3 and answered questions from the Council.

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

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

2.D. Accept the minutes of the October 28, 2024 Economic Development Plan Citizen's Advisory Review Committee meeting.

Motion to accept the minutes of the October 28, 2024 Economic Development Plan Citizen's Advisory Review Committee meeting. This motion, made by Weedin and seconded by

Muehlenkamp, passed.

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

YEA: 4, NAY: 0, ABSENT: 1

3. Consent Agenda.

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

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

YEA: 4, NAY: 0, ABSENT: 1

- 3.A. Approve the minutes of the February 3, 2025 regular City Council meeting.
- 3.B. Forward to the City's insurance carrier for review and appropriate action a property damage claim from Terri Gray.
- 3.C. Approve the application for a Special Designated Liquor License (SDL) submitted by C & B Herrick, dba Yellow Rose, Liquor License #K-115381 for the MID-PLAINS COMMUNITY COLLEGE Fundraiser Rodeo to be held at the Red Willow County Fairgrounds Kiplinger Arena, 1412 West 5th Street, on March 7 and 8, 2025 from 6:00 P.M. to 1:00 A.M. both days.
- 3.D. Receive and file the claims for the month of January 2025, published February 11, 2025.
- 3.E. Acknowledge and certify the completion of construction for the McCook Aquatic Park and authorize city personnel to execute any and all documents to that end.
- 3.F. Award the bid for the 2025 Crack Sealing Project to Shelco Construction of Elsie, Nebraska in the amount of \$64,350.00, that being the lowest best bid.
- 3.G. Receive and file an Interlocal Cooperation Agreement between Red Willow County and the City of McCook for temporary law enforcement services.
- 3.H. Authorize the City Attorney for the City of McCook to commence litigation against Robert L. Wallace, owner of a nuisance property located at 807 West 1st Street, enjoining the maintenance of the nuisance property, ordering the owners to abate the nuisance, and in the absence of action by the owners permitting the City of McCook to abate the nuisance or demolish the structure.
- 3.I. Approve the Consultant Agreement between the City of McCook and W Design and Associates for Airport Improvement Project Number 3-31-0052-20/21 which includes the construction of a new 100LL and Jet A Self Service Fuel Facility for McCook Ben Nelson Regional airport and authorize the Mayor to sign.
- 3.J. Accept the minutes of the February 10, 2025 Planning Commission meeting.

4. Regular Agenda.

4.A. Update regarding the sports complex project.

City Manager Schneider gave an update of the sports complex project. A meeting of the Sports Complex Steering Committee is scheduled for the 5:30 P.M. on February 19; staff has had discussion Paul Grieger of D.A. Davidson regarding timing of the issuance of the bonds for construction of the complex; work continues with Miller & Associates on the design of the subdivision; and the sports feasibility study being prepared by SFC is almost completed, staff will be meeting with them and Mammoth the morning of February 19.

4.B. Continued discussion regarding the user fees for the McCook Aquatic Park for the Summer of 2025.

Discussion was held regarding the proposed rates. It was the consensus of the Council to have them brought back as presented for their approval.

4.C. Ordinance No. 2025-3095 amending the City of McCook Code of Ordinances, Title IX, Chapter 91 - "Fire Prevention; Fireworks; Poisonous or Flammable Gas; Explosives", Section 91.37 - Prerequisites and Qualifications for Issuance of Sales Permit and Section 91.43 - Discharge of Fireworks Generally.

Mayor Taylor asked the Clerk to read Ordinance No. 2025-3095 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 91, ENTITLED "FIRE PREVENTION; FIREWORKS; POISONOUS OR FLAMMABLE GAS; EXPLOSIVES" IN TITLE IX "GENERAL REGULATIONS", SECTION 91.37 - PREREQUISITES AND QUALIFICATIONS FOR ISSUANCE OF SALES PERMIT AND SECTION 91.43 - DISCHARGE OF FIREWORKS GENERALLY, AMENDING THE PERMIT FEE AND THE DATES AND TIMES OF DISCHARGE; 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. 2024-3095 has been read by title and I move to approve upon its third and final reading. This motion, made by Muehlenkamp and seconded by Rambali, passed.

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

Mayor Taylor stated for the record that Ordinance No. 2025-3095 is declared lawfully passed and adopted upon publication as required by law.

4.D. Discussion regarding property located at 1107 West 4th Street.

City Manager Schneider reviewed past history of this property which buildings were destroyed by fire, deemed unsafe and were demolished at the city's expense, which resulted in a special assessment against the property for those costs. Council discussion included forgiving the assessment, selling the property at auction, taking sealed bids, and possibly setting a minimum bid. Council consensus was to move forward with taking sealed bids for the property.

4.E. Accept a check from the Public Alliance for Community Energy (ACE) in the amount of \$20,932 and receive and file a presentation from Gene Weed in regarding an ACE update.

Councilmember Weed in gave an update on ACE funds returned to the city over the years and the various projects the funds were used for. This year the City received \$20,932. ACE is a nonprofit organization, which returns profits to the 75 participating communities. Mr. Weed in thanked the citizens of McCook for choosing ACE, this years Selection period is April 3 - 23.

4.F. Council Comments.

Mayor Taylor thanked the Public Works Department for the snow removal this past week.

4.G. 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 pending litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin.

Motion to go into executive session for the protection of public interest for a strategy session with respect to potential litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin at 6:25 P.M. This motion, made by Rambali and seconded by Weed in, passed.

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

Mayor Taylor stated for the record that at this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the purpose of the protection of public interest for a strategy session with respect to potential litigation - property located 1111 East "H" Street, Cindy and Ron Sabin. The Council will reconvene in public session following this closed session.

Included in the closed session were City Manager Schneider, Assistant City Manager Koetter, City Attorney Mustion, and City Clerk Doak.

Motion to come out of executive session at 6:30 P.M. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting

adjourned at 6:31 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
MARCH 3, 2025 CITY COUNCIL MEETING

ITEM: 2.B.

RECOMMENDATION:

OFFER A CONTRACT TO VAN KIRK BROS. CONTRACTING WITH A BID OF 499,950.25 AS THE LOWEST RESPONSIBLE BIDDER FOR WATER DISTRIBUTION IMPROVEMENTS REVISED PROJECT #2 AND AUTHORIZE THE MAYOR TO EXECUTE THE NECESSARY PAPERWORK TO AWARD THE CONTRACT.

BACKGROUND:

Bids were received and opened on February 25, 2025 in the City Council Chambers. There were four bidders who offered bids on the project. The results of the bids are detailed on the Engineer's recommendation letter provided in ATTACHMENT 1. A list of the contractors that advertisements were provided and the bid tabulation are also provided with ATTACHMENT 1.

This project will replace the original water main lining of the 12-inch water main on East 1st Street from South Street to 'A' Street. The proposed Revised Project #2 will include is replacement of the 6-inch water main on West 5th Street between 'J' Street and 'M' Street, new 6-inch water main North of 'S' Street between West 2nd Street and West 3rd Street to eliminate two dead-end mains, connection of water main on East 7th Street and Country Club Drive to eliminate dead-end mains, abandonment of water main around Kelley Park and replacement of 16-inch and 18-inch valves south of the BNSF RR main lines on East 1st Street.

The project revised scope will utilize the remaining DWSRF funding allocated to McCook and consists of the construction of approximately 1,100 L.F. of 6-inch water main, insert valves and/or line stops ranging from 4-inch diameter to 18-inch diameter, replacement service line installations and/or reconnections and water main abandonment.

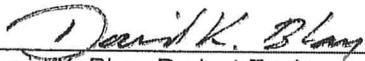
The project has a proposed substantial completion date of June 15, 2025, and a proposed Final Completion date of June 30, 2025.

FISCAL IMPACT:

Funding for this project is being provided by the Drinking Water State Revolving Fund (DWSRF) The DWSRF funding included three parts. Project # 1 was the West 5th 16-inch dedicated main which was completed in 2021. Project #3 was the South Street which is in the process of being completed and closed out, and will now include this Revised Project #2. The bid for this Revised Project #2 has been broken into five parts, which the City will have the option to award as needed based upon the funding remaining with the DWSRF package and 2024-2025 water budget funds.

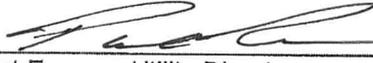
2024-2025 Annual Budget, Water Capital Replacement South Street, Water Revenues

APPROVALS:



David K. Blau, Project Engineer

Date: 2/24/2025



Pat Fawver, Utility Director

Date: 2/27/2025



Nate Schneider, City Manager

Date: 2/27/25

ATTACHMENT 1

February 26, 2025
Kearney, Nebraska



1111 Central Ave. Kearney, NE 68847-6833

Tel: 308-234-6456

Fax: 308-234-1146

www.miller-engineers.com

Mayor & City Council
City of McCook
PO Box 1059
505 West C Street
McCook, NE 69001

Re: Water Distribution Improvements, Revised Project #2
Project No. 200-C1-024

Dear Council Members:

On February 25, 2025 at 2:00 PM, four (4) bids were received, publicly opened, and read aloud at City Hall. Attached is a bid tabulation sheet. The bids are summarized below:

BIDDERS	TOTAL BID
Van Kirk Bros. Contracting	\$499,950.25
Midlands Contracting, Inc.	\$532,545.00
BSB Construction, Inc.	\$699,223.00
Myers Construction, Inc.	\$756,613.05

All proposals have been reviewed, and one error was made in extending a unit price and adding the total bid. The correct figures are reflected above.

The Engineer's Opinion of Probable Construction Cost was \$555,850.00. The low bid from Van Kirk Bros. Contracting is 10.06% below the Engineer's Opinion of Probable Construction Cost. Advertisements for Bids were transmitted to the attached list of Contractors and suppliers in the area, and the planholders list is also attached for reference.

It is therefore recommended the bids be accepted and the contract awarded to Van Kirk Bros. Contracting (contingent upon DWSRF approval) in the amount of \$499,950.25 and authorization given to your authorized representative to execute agreements.

Respectfully submitted,
MILLER & ASSOCIATES
CONSULTING ENGINEERS, P.C.


David K. Blau, P.E.

DKB/kb

Enclosures

Date Opened: February 25, 2025 at 2:00 PM (Local Time)				1		2		3		4	
Project Name: Water Distribution Improvements, Revised Project #2				Van Kirk Bros. Contracting		Midlands Contracting, Inc.		BSB Construction Inc.		Myers Construction, Inc.	
Project Location: McCook, Nebraska				Total Bid \$499,950.25		Total Bid \$532,545.00		Total Bid \$699,223.00		Total Bid \$756,613.05	
Project Number: 200-C1-024											
Addendums Issued/Acknowledged: 1				1		1		1		1	
Bid Guarantee (type and amount)				5% of Bid		5% of Bid		5% of Bid		5% of Bid	
No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	L.S.	\$47,250.00	\$47,250.00	\$25,000.00	\$25,000.00	\$27,400.00	\$27,400.00	\$25,000.00	\$25,000.00
WEST 5TH, 6-INCH WATER MAIN REPLACEMENT											
2	Remove & Salvage										
	a. Valve	1	Each	\$115.00	\$115.00	\$175.00	\$175.00	\$1,100.00	\$1,100.00	\$850.00	\$850.00
	b. Fittings	2	Each	\$105.00	\$210.00	\$175.00	\$350.00	\$880.00	\$1,760.00	\$550.00	\$1,100.00
	c. 12" Line Stop Valve	1	Each	\$322.00	\$322.00	\$675.00	\$675.00	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00
3	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place										
	a. 6" Diameter C900 DR 18	20	L.F.	\$46.00	\$920.00	\$50.00	\$1,000.00	\$117.00	\$2,340.00	\$150.00	\$3,000.00
4	Furnish & Install Horizontal Directional Drill Water Main w/Tracer Wire, Complete in Place										
	a. 6" Diameter	640	L.F.	\$88.00	\$56,320.00	\$50.00	\$32,000.00	\$84.50	\$54,080.00	\$150.00	\$96,000.00
5	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place										
	a. 6" M.J. Plug	0	Each	\$385.00	\$0.00	\$325.00	\$0.00	\$1,500.00	\$0.00	\$503.80	\$0.00
	b. 6"x 6" Tee	1	Each	\$886.00	\$886.00	\$750.00	\$750.00	\$1,960.00	\$1,960.00	\$2,450.60	\$2,450.60
6	Furnish & Install Valves and Boxes, Complete in Place										
	a. 6" Diameter	3	Each	\$2,276.00	\$6,828.00	\$2,425.00	\$7,275.00	\$3,845.00	\$11,535.00	\$4,216.59	\$12,649.77
7	Furnish & Install Connections, Complete in Place										
	a. 6" Diameter	2	Each	\$1,185.00	\$2,370.00	\$1,525.00	\$3,050.00	\$1,640.00	\$3,280.00	\$1,566.30	\$3,132.60
	b. 12" Diameter	1	Each	\$2,110.00	\$2,110.00	\$2,075.00	\$2,075.00	\$2,570.00	\$2,570.00	\$3,936.15	\$3,936.15
8	Furnish & Install TEAM Insert Valve										
	a. 12" Diameter	2	Each	\$28,460.00	\$56,920.00	\$25,000.00	\$50,000.00	\$30,340.00	\$60,680.00	\$30,000.00	\$60,000.00
9	New Service & Meter Pit Installation Including New 1-Inch Service Line & Meter Pit										
	a. 5/8" to 1" Meter (Standard Pit)	4	Each	\$3,305.00	\$13,220.00	\$4,300.00	\$17,200.00	\$7,570.00	\$30,280.00	\$6,959.50	\$27,838.00
10	New Service without Meter Pit Installation Including New 1-Inch Service Line & Curb Stop										
	a. 5/8" to 1" Meter	20	Each	\$1,567.00	\$31,340.00	\$3,000.00	\$60,000.00	\$5,280.00	\$105,600.00	\$1,863.00	\$37,260.00
11	Remove and Replace Concrete Pavement, Complete In Place										
	a. 6" Thick	275	S.Y.	\$83.00	\$22,825.00	\$125.00	\$34,375.00	\$132.00	\$36,300.00	\$105.00	\$28,875.00
SUBTOTAL					\$194,386.00		\$208,925.00		\$312,585.00		\$278,592.12

ATTACHMENT 1

MILLER & ASSOCIATES
Consulting Engineers, P.C.

BID TABULATION

				1 Van Kirk Bros. Contracting		2 Midlands Contracting, Inc.		3 BSB Construction Inc.		4 Myers Construction, Inc.	
No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
WEST 2ND TO WEST 3RD DEAD END WATER MAIN IMPROVEMENTS											
12	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place a. 6" Diameter C900 DR 18	440	L.F.	\$46.00	\$20,240.00	\$50.00	\$22,000.00	\$65.70	\$28,908.00	\$53.85	\$23,694.00
13	Furnish & Install 5 1/2 Ft. Bury Fire Hydrant	1	Each	\$4,638.00	\$4,638.00	\$5,000.00	\$5,000.00	\$8,105.00	\$8,105.00	\$6,780.90	\$6,780.90
14	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place a. 6" 45 Degree Bend	2	Each	\$628.00	\$1,256.00	\$500.00	\$1,000.00	\$1,664.00	\$3,328.00	\$1,501.15	\$3,002.30
	b. 6"x 6" Tee	1	Each	\$886.00	\$886.00	\$750.00	\$750.00	\$1,960.00	\$1,960.00	\$2,450.60	\$2,450.60
15	Furnish & Install Valves and Boxes, Complete in Place a. 6" Diameter	2	Each	\$2,276.00	\$4,552.00	\$2,450.00	\$4,900.00	\$3,845.00	\$7,690.00	\$4,216.59	\$8,433.18
16	Furnish & Install Tapping Tee w/Valve a. 6"x 6" Diameter	1	Each	\$5,524.00	\$5,524.00	\$5,800.00	\$5,800.00	\$6,490.00	\$6,490.00	\$8,127.03	\$8,127.03
17	Furnish & Install Connections, Complete in Place a. 6" Diameter	1	Each	\$1,185.00	\$1,185.00	\$1,450.00	\$1,450.00	\$1,640.00	\$1,640.00	\$1,566.30	\$1,566.30
18	Furnish & Install Gravel Surfacing	25	Tons	\$42.25	\$1,056.25	\$35.00	\$875.00	\$80.00	\$2,000.00	\$54.00	\$1,350.00
19	Remove and Replace Concrete Pavement, Complete In Place a. 6" Thick	100	S.Y.	\$83.00	\$8,300.00	\$125.00	\$12,500.00	\$132.00	\$13,200.00	\$105.00	\$10,500.00
SUBTOTAL					\$47,637.25		\$54,275.00		\$73,321.00		\$65,904.31
EAST 7TH & COUNTRY CLUB DRIVE DEAD END IMPROVEMENT:											
20	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place a. 6" Diameter C900 DR 18	40	L.F.	\$56.00	\$2,240.00	\$50.00	\$2,000.00	\$117.00	\$4,680.00	\$115.45	\$4,618.00
21	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place a. 6" 22 1/2 Degree Bend	1	Each	\$616.00	\$616.00	\$500.00	\$500.00	\$1,640.00	\$1,640.00	\$1,460.00	\$1,460.00
	b. 6" 45 Degree Bend	1	Each	\$628.00	\$628.00	\$500.00	\$500.00	\$1,664.00	\$1,664.00	\$1,501.15	\$1,501.15
	c. 6"x6" Tee	1	Each	\$725.00	\$725.00	\$750.00	\$750.00	\$1,960.00	\$1,960.00	\$2,450.60	\$2,450.60
	d. 6" M.J. Plug	1	Each	\$345.00	\$345.00	\$350.00	\$350.00	\$1,500.00	\$1,500.00	\$503.80	\$503.80
22	Furnish & Install Connections, Complete in Place a. 6" Diameter	2	Each	\$1,185.00	\$2,370.00	\$1,450.00	\$2,900.00	\$1,640.00	\$3,280.00	\$1,566.30	\$3,132.60
23	Abandon Service Connection including Electrical to Pit	1	Each	\$785.00	\$785.00	\$2,000.00	\$2,000.00	\$5,655.00	\$5,655.00	\$10,000.00	\$10,000.00
24	Remove and Replace Concrete Pavement, Complete In Place a. 6" Thick	45	S.Y.	\$83.00	\$3,735.00	\$125.00	\$5,625.00	\$132.00	\$5,940.00	\$180.00	\$8,100.00

ATTACHMENT 1

MILLER & ASSOCIATES
Consulting Engineers, P.C.

BID TABULATION

				1 Van Kirk Bros. Contracting		2 Midlands Contracting, Inc.		3 BSB Construction Inc.		4 Myers Construction, Inc.	
No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
25	Furnish & Install 6" Temporary Flushing Assembly	1	Each	\$1,994.00	\$1,994.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
SUBTOTAL					\$13,438.00		\$16,625.00		\$29,319.00		\$34,266.15
LINE STOPS & VALVE PLAN SOUTH OF BNSF MAIN LINES											
26	16 Inch & 18 Inch Line Stops with Piping, Valve & Fitting Replacement , Lump Sum Bid Item	1	L.S.	\$104,800.00	\$104,800.00	\$108,000.00	\$108,000.00	\$127,900.00	\$127,900.00	\$221,749.32	\$221,749.32
SUBTOTAL					\$104,800.00		\$108,000.00		\$127,900.00		\$221,749.32
KELLEY PARK WATER MAIN ABANDONMENT											
27	Remove & Salvage										
	a. Valve	5	Each	\$115.00	\$575.00	\$175.00	\$875.00	\$1,100.00	\$5,500.00	\$850.00	\$4,250.00
	b. Fittings	3	Each	\$105.00	\$315.00	\$250.00	\$750.00	\$880.00	\$2,640.00	\$550.00	\$1,650.00
28	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place										
	a. 6" Diameter C900 DR 18	20	L.F.	\$46.00	\$920.00	\$56.00	\$1,120.00	\$117.00	\$2,340.00	\$124.20	\$2,484.00
29	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place										
	a. 6" 90 Degree Bend	1	Each	\$663.00	\$663.00	\$550.00	\$550.00	\$1,708.00	\$1,708.00	\$1,669.65	\$1,669.65
	b. 4" M.J. Plug	1	Each	\$290.00	\$290.00	\$475.00	\$475.00	\$1,330.00	\$1,330.00	\$325.00	\$325.00
30	Furnish & Install Valves and Boxes, Complete in Place										
	a. 6" Diameter	1	Each	\$2,276.00	\$2,276.00	\$2,450.00	\$2,450.00	\$3,845.00	\$3,845.00	\$4,216.59	\$4,216.59
31	Furnish & Install Connections, Complete in Place										
	a. 6" Diameter	3	Each	\$1,185.00	\$3,555.00	\$1,700.00	\$5,100.00	\$1,640.00	\$4,920.00	\$4,698.90	\$14,096.70
32	Furnish & Install TEAM Insert Valve										
	a. 4" Diameter	1	Each	\$13,464.00	\$13,464.00	\$12,400.00	\$12,400.00	\$15,045.00	\$15,045.00	\$14,250.00	\$14,250.00
	b. 6" Diameter	2	Each	\$16,265.00	\$32,530.00	\$14,900.00	\$29,800.00	\$17,750.00	\$35,500.00	\$17,250.00	\$34,500.00
33	New Service A - 2" Service with New Meter Pits, Lump Sum Bid Item	1	L.S.	\$15,603.00	\$15,603.00	\$29,500.00	\$29,500.00	\$21,820.00	\$21,820.00	\$13,290.15	\$13,290.15
34	New Service B - 1" Service Reconnection with New Meter Pit, Lump Sum Bid Item	1	L.S.	\$4,804.00	\$4,804.00	\$8,000.00	\$8,000.00	\$8,740.00	\$8,740.00	\$4,864.65	\$4,864.65
34	New Service C - 1" Service Reconnection with New Meter Pit, Lump Sum Bid Item	1	L.S.	\$4,689.00	\$4,689.00	\$7,700.00	\$7,700.00	\$5,930.00	\$5,930.00	\$5,055.23	\$5,055.23
35	New Service D - 2" Service with New Meter Pits, Lump Sum Bid Item	1	L.S.	\$7,775.00	\$7,775.00	\$13,500.00	\$13,500.00	\$11,460.00	\$11,460.00	\$15,449.18	\$15,449.18
36	Remove and Replace Concrete Pavement, Complete In Place										
	a. 6" Thick	60	S.Y.	\$83.00	\$4,980.00	\$125.00	\$7,500.00	\$132.00	\$7,920.00	\$250.00	\$15,000.00
SUBTOTAL					\$92,439.00		\$119,720.00		\$128,698.00		\$131,101.15
TOTAL BID					\$499,950.25		\$532,545.00		\$699,223.00		\$756,613.05

ATTACHMENT 1

ADVERTISEMENTS FOR BIDS	
Project No.	200-C1-024-24
Project Name:	WATER DISTRIBUTION IMPROVEMENTS, McCOOK
Date Mailed:	1/20/25

BSB Construction, Inc.
bsb@bsbinc.net
(308) 367-4336
209 East 2nd Street
Curtis, NE 69025

Diamond Engineering Company
mley@diamondeng.com
(308) 382-8362
P.O. Box 1327
Grand Island, NE 68802

General Excavating, LLC
lengstrom@generalexavating.com
(402) 467-1627
6701 Cornhusker Highway
Lincoln, NE 68507-3113

HD Supply Waterworks
(402) 896-6173
10707 South 149th Street
Omaha, NE 68138

Horizontal Boring & Tunneling
kentonm@hbtrenchless.com
(402) 266-5347
505 South River
Exeter, NE 68351

Judds Bros. Construction Co.
(402) 467-4666
P.O. Box 29229
Lincoln, NE 68529

K2 Construction
jwebert@k2construction.biz
(402) 467-2355
7701 Cornhusker Highway
Lincoln, NE 68507

Interstate Irrigation, Inc.
interstateirrigation@yahoo.com
(970) 848-5809
P.O. Box 147
5643 East Highway 34
Yuma, CO 80759

Midlands Contracting, Inc.
Susan@midlandscontracting.com
(308) 237-7979
P.O. Box 1065
Kearney, NE 68848

Municipal Service & Supply
(402) 334-9555
13709 B Street
Omaha, NE 68144

Myers Construction Company
myerco@kdsi.net
(308) 872-5469
79849 Hwy. 2
Broken Bow, NE 68822

Rutjens Construction, Inc.
rick@rutjensconstruction.com
(402) 368-2922
P.O. Box 99
800 Lucas Lane
Tilden, NE 68781

Underground Solutions, Inc.
undergroundsolutions30@gmail.com
74797 Road 425
Elwood, NE 68937

Van Kirk Bros. Contracting
jamie@vkbros.net
(402) 773-5250
P.O. Box 585
1200 West Ash
Sutton, NE 68979

PLAN HOLDERS LIST

WATER DISTRIBUTION IMPROVEMENTS, REVISED PROJECT #2

McCook, Nebraska

M&A Project No. 200-C1-024

Bid Date/Time: February 25, 2025 @ 2:00 PM Local Time

Myers Construction Inc.

Perry Myers

myerco@kdsi.net

308/872-5469

79849 Hwy 2

Broken Bow, NE 68822

Core and Main LP

Neil Froderman

Neil.Frodermann@coreandmain.com

314/995-9154

1830 Craig Park Ct.

St. Louis, MO 63146

Lincoln Winwater Works

Eric Eickmeier

eweickmeier@winwaterworks.com

402/438-2988

515 NW 27th St. Suite 2

Lincoln, NE 68528

BSB Construction, Inc.

Ted Lashley

troy@bsbinc.net

308/367-4336

209 East 2nd Street

Curtis, NE 69025

Flatland Enterprise

Brandt

Bids@flatlandusa.com

605-2330161

412 S. Broadway St.

Bryant, SD 57221

Van Kirk Bros. Contracting

Jim Van Kirk

mel@vkbros.net

402/773-5250

1200 West Ash St.

Sutton, NE 68979

Midlands Contracting, Inc.

kevin@midlandscontracting.com

308/237-7979

10075 1st Ave.

Kearney, NE 68847

**CITY MANAGER'S REPORT
MARCH 3, 2025 CITY COUNCIL MEETING**

ITEM: 2.C.

RECOMMENDATION:

ADOPT RESOLUTION NO. 2025-03 APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION-DIVISION OF AERONAUTICS OF THE STATE OF NEBRASKA FOR PROJECT NO. 3-31-0052-020/021-2025(M04) TO BE SUBMITTED BY THE DIVISION TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE MCCOOK BEN NELSON REGIONAL AIRPORT AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT AND ALL ASSOCIATED DOCUMENTS.

BACKGROUND:

Project No. 3-31-0052-020/021-2025(M04) will include the construction of a self fueling facility and associated ramp expansion at McCook Ben Nelson Regional Airport. This agreement will allow NDOT to act as the City of McCook's agent or go between with the federal government. This project is tentatively scheduled to begin in 2025.

This project is estimated to cost \$1,318,150.00 with 90% or \$1,186,335.00 being paid by Capital Improvement funding from the FAA. The City will be responsible for the other 10% or \$131,815.00.

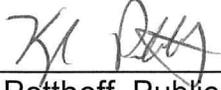
On line 11 of page 5 of 7 of the application for federal assistance the total amount required is higher than what is being estimated by W Design. Staff inquired about this and was informed with the following explanation from NDOT - Aeronautics Division:

"The amount on the 5100-100 form does not match the current engineer's estimate. We did this for a couple of reasons. A grant can always be written for less than the amount submitted in the application, but it cannot exceed the original application amount. Also, we wanted to account for the fact that the project has not yet been bid, and there could be higher bids. When the FAA writes the official grant, it will be based on the actual bid amounts, not the estimate."

If bids come in too high, the City will have the option to reject the bids and not complete the project.

**FISCAL
IMPACT:** None

APPROVALS:



Kyle Potthoff, Public Works Director

February 27, 2025



Nate Schneider, City Manager

February 27, 2025

RESOLUTION NO. 2025-03

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR PROJECT NO. 3-310052-020/021-2025 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City Council of McCook, Nebraska, that:

1. The City of McCook shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Project No. 3-31-0052-020/0212025 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of McCook is hereby authorized and directed to execute said Agency Agreement on behalf of the City of McCook, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, ____ voted yea, and ____ voted nay, and the resolution therefore was declared passed and approved on March 3, 2025.

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

ATTEST:

Lea Ann Doak, City Clerk

Resolution No. _____

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF McCOOK, NEBRASKA, SPONSOR OF McCOOK BEN NELSON REGIONAL AIRPORT, HELD ON _____, 2025.

The following resolution was introduced by _____, read in full, seconded by _____ and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR PROJECT NO. 3-31-0052-020/021-2025 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

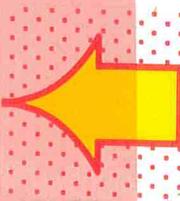
Be it resolved by the Mayor and members of the City Council of McCook, Nebraska, that:

1. The City of McCook shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Project No. 3-31-0052-020/021-2025 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of McCook is hereby authorized and directed to execute said Agency Agreement on behalf of the City of McCook, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, ___ voted yea, and ___ voted nay, and the resolution therefore was declared passed and approved on _____, 2025.

ATTEST: _____
Clerk

Mayor



AGENCY AGREEMENT

Project No. 3-31-0052-020/021-2025 (M04)

This is an agreement between the City of McCook, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the McCook Ben Nelson Regional Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes, and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules, and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings, and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules, and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration, and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power, and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

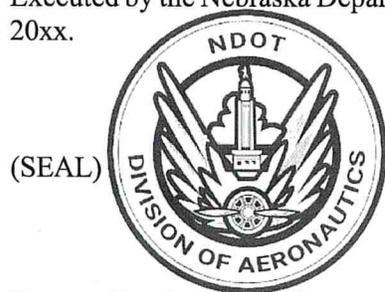
"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct, or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this xx day of xxxx 20xx.



DO NOT SIGN

Director

Executed by the Airport Sponsor this xx day of xxxxxxxx, 20xx.

DO NOT SIGN

Clerk

DO NOT SIGN

Mayor

EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents.
Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents.
Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

EXHIBIT B
AGENCY AGREEMENT
SCHEDULE OF FEES AND CHARGES

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

“The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals (formerly found in OMB A-87)”.

* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

**CITY MANAGER'S REPORT
MARCH 3, 2025 CITY COUNCIL MEETING**

ITEM: 2.D.

APPROVE THE REQUEST FROM SHANNON CORDER ON BEHALF OF ST. PATRICK SCHOOL TO CLOSE EAST "F" STREET FROM EAST 3RD STREET TO EAST 4TH STREET FOR THEIR G.I.F.T. GALA ON MARCH 14TH AND MARCH 15TH FROM 4:00 P.M. TO 7:30 P.M. EACH NIGHT.

BACKGROUND:

This request for a street closure is for the St. Patrick School G.I.F.T. Gala. The request is to close East "F" Street from East 3rd Street to East 4th Street on the south side of the St. Patrick School from 4:00 p.m. to 7:30 p.m. on March 14th and March 15th. This closure will allow for an area where the school can display a car that was gifted to them that they will be auctioning off. By displaying the car, it will give potential bidders a chance to view the vehicle prior to the auction.

The City Street Department will be providing cones for the closing of the alley.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

February 27, 2025



Nate Schneider, City Manager

February 27, 2025

potthoff@cityofmccook.com

From: admin@cityofmccook.com
Sent: Thursday, February 27, 2025 10:36 AM
To: potthoff@cityofmccook.com; 'Lea Ann Doak'
Subject: FW: Request for St. Patrick School

From: Shannon Corder <Shannon-Corder@cdolinc.net>
Sent: Thursday, February 27, 2025 9:00 AM
To: admin@cityofmccook.com
Subject: Request for St. Patrick School

Good morning,

I would like to request the south side of St. Patrick School to be blocked off the evening of March 14, 2025 from 4-7:30 pm as well as March 15th from 4-7:30 pm. This street is East F and just the block in front of the school.

I apologize for the late request. Our school has been gifted a car to auction off and the more we think about it, it would be good to have the display area on the street blocked off for our G.I.F.T. Gala guests to be able to view during the Sip n See on the 14th and Gala on the 15th.

Thank you so much,

Shannon Corder.

St. Patrick School Development Director
308-345-8871

**CITY MANAGER'S REPORT
MARCH 3, 2025 MCCOOK CITY COUNCIL MEETING**

3.A.
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 sports complex.

APPROVALS:



Nathan A. Schneider, City Manager

February 26, 2025



Lea Ann Doak, City Clerk

February 26, 2025



Tera Koetter, Assistant City Manager

February 26, 2025



Kyle Potthoff, Public Works Director

February 26, 2025

**CITY MANAGER'S REPORT
FEBRUARY 17, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.B. Approve on first reading, Ordinance No. 2025-3096 establishing a means to convey City of McCook owned real estate/personal property to qualifying economic development organizations.

BACKGROUND:

At the February 3, 2025 McCook City Council meeting, discussion was held regarding the possibility of conveying and/or donating City of McCook owned real property to an economic development organization. Amanda Engel spoke on behalf of the MEDC with respect to property located at the intersection of East 11th and East C Street that is currently owned by the City of McCook. The property is unimproved and no development plan has been developed for the property. The MEDC expressed interest in locating workforce housing on said city owned property. A discussion was held, led by City Attorney Nathaniel Mustion, outlining the limitations with the City of McCook's current real property regulations. Currently, there is no provision in our ordinance that allows the City of McCook to convey city owned property to an economic development organization despite the need to develop new workforce housing units. The McCook City Council directed staff to bring back an ordinance that allows for said conveyance to be allowed.

Attached to this report is a copy of proposed ordinance No. 2025-3096, an ordinance that would allow for the donation of real property to qualifying economic development organizations who commit to using the property for workforce housing development. The ordinance contains rules and guidelines for the donation of city owned property in such a manner. The proposed ordinance also complies with current city law with respect to notice and maintaining a remonstrance period.

APPROVALS:


Nathan A. Schneider, City Manager

February 26, 2025


Lea Ann Doak, City Clerk

February 26, 2025


Tera Koetter, Assistant City Manager

February 26, 2025

ORDINANCE NO. 2025-3096

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 31, ENTITLED "CITY POLICIES", SUBCHAPTER "CITY PROPERTY", IN TITLE III "ADMINISTRATION", BY REPEALING SECTION 31.56, AMENDED AND TRANSFERRED TO SECTION 31.63 - SALE OR CONVEYANCE; REAL PROPERTY; ADDING SECTION 31.65 - DONATION; REAL PROPERTY; 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. That the City of McCook Code of Ordinances, Chapter 31, entitled "City Policies" in Title III "Administration", Section 31.56 - Sale or Conveyance; Real Property, shall be and hereby is repealed, and amended and transferred to Section 31.63 - Sale or Conveyance; Real Property, to read as follows:

§ 31.63 SALE OR CONVEYANCE; REAL PROPERTY

(A) The municipality may sell and convey any real estate or personal property owned by the municipality, including park land, in such manner and upon such terms and conditions as may be deemed in the best interests of the municipality; except that real estate owned by the municipality may be conveyed without consideration to the State of Nebraska for state armory sites or, if acquired for state armory sites, shall be conveyed in the manner strictly as provided in Neb. RS 18-1001 to 18-1006.

(B) The power to sell and convey any real estate owned by the municipality, including park land, except real estate used in the operation of public utilities and except real estate for state armory sites for the use of the State of Nebraska as expressly provided in Subsection A of this section, shall be exercised by ordinance directing the conveyance of such real estate and the manner and terms thereof. Notice of such sale and the terms thereof shall be published for three consecutive weeks in a legal newspaper published in or of general circulation in the municipality immediately after the passage and publication of such ordinance.

(C) If within 30 days after the passage and publication of such ordinance a remonstrance against such sale is signed by registered voters of the municipality equal in number to 30% of the registered voters of the municipality voting at the last regular municipal election held therein and is filed with the governing body, the property shall not then, nor within one year thereafter, be sold. If the date for filing the remonstrance falls upon a Saturday, Sunday, or legal holiday, the signatures shall be collected within the thirty-day period, but the filing shall be considered timely if filed or postmarked on or before the next

business day.

(D) Upon the receipt of the remonstrance, the governing body, with the aid and assistance of the Election Commissioner or County Clerk, shall determine the validity and sufficiency of signatures on the remonstrance. The governing body shall deliver the remonstrance to the Election Commissioner or County Clerk by hand carrier, by use of law enforcement officials, or by certified mail, return receipt requested. Upon receipt of the remonstrance, the Election Commissioner or County Clerk shall issue to the governing body a written receipt that the remonstrance is in the custody of the Election Commissioner or County Clerk. The Election Commissioner or County Clerk shall compare the signature of each person signing the remonstrance with the voter registration records to determine if each signer was a registered voter on or before the date on which the remonstrance was filed with the governing body. The Election Commissioner or County Clerk shall also compare the signer's printed name, street and number or voting precinct, and municipal or post office address with the voter registration records to determine whether the signer was a registered voter. The signature and address shall be presumed to be valid only if the Election Commissioner or County Clerk determines that the printed name, street and number or voting precinct, and municipal or post office address matches the registration records and that the registration was received on or before the date on which the remonstrance was filed with the governing body. The determinations of the Election Commissioner or County Clerk may be rebutted by any credible evidence which the governing body finds sufficient. The express purpose of the comparison of names and addresses with the voter registration records, in addition to helping to determine the validity of the remonstrance, the sufficiency of the remonstrance, and the qualifications of the signer, shall be to prevent fraud, deception, and misrepresentation in the remonstrance process. Upon completion of the comparison of names and addresses with the voter registration records, the Election Commissioner or County Clerk shall prepare in writing a certification under seal setting forth the name and address of each signer found not to be a registered voter and the signature page number and line number where the name is found, and if the reason for the invalidity of the signature or address is other than the non-registration of the signer, the Election Commissioner or County Clerk shall set forth the reason for the invalidity of the signature. If the Election Commissioner or County Clerk determines that a signer has affixed his or her signature more than once to the remonstrance and that only one person is registered by that name, the Election Commissioner or County Clerk shall prepare in writing a certification under seal setting forth the name for the duplicate signature and shall count only the earliest dated signature. The Election Commissioner or County Clerk shall certify to the governing body the number of valid signatures necessary to constitute a valid remonstrance. The Election Commissioner or County Clerk shall deliver the remonstrance and the certifications to the governing body within 40 days after the receipt of the remonstrance from the governing body. The delivery shall be by hand carrier, by use of law enforcement officials, or by certified mail, return receipt requested. Not more than 20 signatures on one signature page shall be counted.

(E) The governing body shall, within the 30 days after the receipt of the remonstrance and certifications from the Election Commissioner or County Clerk, hold a public hearing to review the remonstrance and certifications and receive testimony regarding them. The governing body shall, following the hearing, vote on whether or not the remonstrance is valid and shall uphold the remonstrance if sufficient valid signatures have been received.

(Neb. RS 16-201, 16-202, 16-207, 18-1001 through 18-1006)

(Prior Code, § 8-102) (Ord. 96-2375, passed 11-4-1996; Ord. 99-2505, passed 3-1-1999; Ord. 2020-3005, passed 5-4-2020)

Section 2. That the City of McCook Code of Ordinances, Chapter 31, entitled "City Policies" in Title III "Administration", is hereby amended by adding Section 31.65 - Donation; Real Property to read as follows:

§ 31.65 DONATION; REAL PROPERTY

(A) *Purpose.* The purpose of this section is to authorize and regulate the donation of City-owned real property to non-profit corporations for the specific purpose of workforce housing development, in alignment with Nebraska Revised Statute § 16-202 and in recognition of the public benefits of such projects.

(B) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Economic Development Organization: A non-profit corporation, including, but not limited to, the McCook Economic Development Corporation and Habitat for Humanity, that partners with public and private entities to advance local economic growth and development particularly workforce housing development.

Workforce Housing: Residential housing developed to meet the needs of middle-income workers, including housing that is affordable to households earning 50% to 150% of the area median income.

(C) *Authorization of Property Donation.* The City may donate real property to an Economic Development Organization under the following conditions:

1. **Public Purpose:** The donation must be for a verified public purpose, specifically the development of workforce housing to address community housing needs.

2. **Property Qualification:** The property to be donated shall be identified as suitable for residential development.

3. **Limitations on Use:** The receiving Economic Development Organization shall commit to using the donated property exclusively for workforce housing development.

(D) *Procedures for Property Donation.*

1. **Ordinance Requirement:** Each donation of property under this ordinance must be approved by a separate ordinance specifying the property's legal description, intended purpose, and terms of conveyance.

2. **Public Notice:** The City shall publish a notice of the proposed donation and its terms in a newspaper of general circulation within McCook once each week for three consecutive weeks.

3. **Remonstrance Period:** Following the final publication, a 30-day remonstrance period shall begin. If, within this period, a remonstrance petition signed by registered voters equal to 30% of those who participated in the last regular city election is filed with the City Clerk, the City shall be prohibited from donating the property for one year.

(E) *Compliance with State Law.* All donations authorized under this ordinance must comply with Nebraska Revised Statute § 16-202 and any other applicable state laws. In the event of a conflict between this ordinance and state law, the requirements of state law shall govern.

(F) *Reversionary Clause.* The deed conveying the donated property shall include a reversionary clause specifying that ownership of the property shall revert to the City if the property is not used for workforce housing development within three years of the donation.

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 _____, 2025.

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

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

Publish:

1-6-25

MEMORANDUM

To: City of McCook
From: Nathaniel J. Mustion, City Attorney
RE: Donation of City Land to MEDC

Issue

This memorandum addresses the legal considerations surrounding the potential donation of real estate valued at over \$100,000 by the City of McCook to the McCook Economic Development Corporation for the development of workforce housing. This analysis includes the relevant provisions in the McCook Code of Ordinances and Nebraska Revised Statute § 16-202.

Legal Analysis

Nebraska Revised Statute § 16-202

As a city of the first class, McCook is subject to Nebraska Revised Statute § 16-202, which governs the sale and conveyance of real estate. This statute mandates the following requirements:

1. **Ordinance Requirement:** The City must pass an ordinance authorizing the conveyance, specifically detailing the manner and terms of the transaction.
2. **Public Notice:** After the ordinance is enacted, the City is required to publish a notice outlining the proposed sale terms once a week for three consecutive weeks in a newspaper of general circulation within McCook.
3. **Remonstrance Period:** There is a 30-day remonstrance period following the final publication. During this time, registered voters constituting 30% of those who participated in the last municipal election can file a petition against the conveyance. If such a petition is filed, the transaction cannot proceed for one year.

McCook Code of Ordinances § 31.56: SALE OR CONVEYANCE; REAL PROPERTY

Section 31.56 of the McCook Code of Ordinances outlines local procedures for the sale or conveyance of real property by the City, generally requiring the following:

1. **Resolution Requirement:** The City Council must pass a resolution authorizing the sale of real property, typically through public auction or sealed bid. This requirement can limit the City's ability to donate property outright unless specific exceptions apply.
2. **Public Notice:** Consistent with Nebraska law, the City must publish a notice of the proposed sale once each week for three consecutive weeks.

3. **Remonstrance Period:** Within 30 days after the third publication, voters can submit a petition if they oppose the sale, preventing the City from proceeding for a year.
4. **Exceptions:** Section 31.56 provides exceptions where the requirements for auction or bids do not apply. These include:
 - o Property sold in compliance with federal or state grant requirements,
 - o Conveyances to another public agency,
 - o Property consisting of streets and alleys, and
 - o Property valued at less than \$5,000, where notice can be posted for seven days instead of published.

Since the McCook Economic Development Corporation is a non-profit organization and not a governmental entity, it likely does not qualify as a "public agency." As a result, the standard requirements for auction or sealed bids in § 31.56 would apply to any property transfer to McCook Economic Development Corporation, and an exception cannot be claimed under this section.

Potential Solution: Passing a Specific Ordinance for Donation

To facilitate the direct donation of property to the McCook Economic Development Corporation for workforce housing development, the City could consider passing a narrowly tailored ordinance authorizing such a transfer under certain conditions. This ordinance should:

1. **Define the Public Purpose:** Clearly establish that the donation is for a public benefit, such as developing affordable workforce housing to address housing shortages and support local economic growth. This connection to public welfare strengthens the legal rationale for the donation.
2. **Include Safeguards for Compliance:** Ensure that all procedural requirements of § 16-202 are incorporated, including public notice and a remonstrance period. Adhering to these safeguards provides transparency, allows public input, and helps protect the City from potential legal challenges.
3. **Provide Specific Conditions:** Outline criteria for donations to economic development corporations, specifying when such donations are permissible, limiting the property types eligible for donation, and establishing accountability for the public benefit.

By structuring the ordinance to meet both the local objectives of economic development and the state requirements of § 16-202, the City can enable this transaction while ensuring compliance with Nebraska law.

Conclusion

Under current law, McCook's ability to directly donate real estate to the McCook Economic Development Corporation is limited by Nebraska Revised Statute § 16-202 and McCook Code of Ordinances § 31.56. A potential approach to facilitate this transaction is to pass a new ordinance that clearly outlines conditions for donations of real estate to economic development corporations when such donations fulfill specific public purposes, like workforce housing development.

Proposed Ordinance No. [XXXX]

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA, AUTHORIZING THE DONATION OF REAL PROPERTY TO ECONOMIC DEVELOPMENT CORPORATIONS FOR THE PURPOSE OF WORKFORCE HOUSING DEVELOPMENT; SETTING FORTH CONDITIONS FOR SUCH DONATIONS; PROVIDING FOR PUBLIC NOTICE AND A REMONSTRANCE PERIOD PURSUANT TO NEBRASKA REVISED STATUTE § 16-202; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of McCook, Nebraska ("City") recognizes the importance of addressing housing shortages and promoting economic development by encouraging the development of affordable workforce housing; and

WHEREAS, the McCook Economic Development Corporation and similar economic development organizations are instrumental in advancing community growth, enhancing the local economy, and improving the quality of life for residents through projects such as workforce housing development; and

WHEREAS, Nebraska Revised Statute § 16-202 requires cities of the first class to follow specific procedures when selling or conveying real property, including public notice, the adoption of an authorizing ordinance, and a remonstrance period; and

WHEREAS, it is in the best interests of the City to facilitate the donation of certain real property to qualified economic development corporations, subject to procedural safeguards, to serve public purposes such as workforce housing development;

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

SECTION 1: Purpose and Authority

This ordinance is adopted to authorize and regulate the donation of City-owned real property to economic development corporations for the specific purpose of workforce housing development, in alignment with Nebraska Revised Statute § 16-202 and in recognition of the public benefits of such projects.

SECTION 2: Definitions

- **Economic Development Corporation:** A non-profit corporation, including the McCook Economic Development Corporation, that partners with public and private entities to advance local economic growth and development.
 - **Workforce Housing:** Residential housing developed to meet the needs of middle-income workers, including housing that is affordable to households earning 60% to 150% of the area median income.
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SECTION 3: Authorization of Property Donation

The City may donate real property to an Economic Development Corporation under the following conditions:

1. **Public Purpose:** The donation must be for a verified public purpose, specifically the development of workforce housing to address community housing needs.
 2. **Property Qualification:** The property to be donated shall be identified as suitable for residential development and be appraised to confirm its valuation exceeds \$5,000.
 3. **Limitations on Use:** The receiving Economic Development Corporation shall commit to using the donated property exclusively for workforce housing development.
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SECTION 4: Procedures for Property Donation

1. **Ordinance Requirement:** Each donation of property under this ordinance must be approved by a separate ordinance specifying the property's legal description, intended purpose, and terms of conveyance.
2. **Public Notice:** The City shall publish a notice of the proposed donation and its terms in a newspaper of general circulation within McCook once each week for three consecutive weeks.

3. **Remonstrance Period:** Following the final publication, a 30-day remonstrance period shall begin. If, within this period, a remonstrance petition signed by registered voters equal to 30% of those who participated in the last regular city election is filed with the City Clerk, the City shall be prohibited from donating the property for one year.

SECTION 5: Compliance with State Law

All donations authorized under this ordinance must comply with Nebraska Revised Statute § 16-202 and any other applicable state laws. In the event of a conflict between this ordinance and state law, the requirements of state law shall govern.

SECTION 6: Reversionary Clause

The deed conveying the donated property shall include a reversionary clause specifying that ownership of the property shall revert to the City if the property is not used for workforce housing development within three years of the donation.

SECTION 7: Effective Date

This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this [Day] of [Month], [Year].

[Mayor's Name]

Mayor of McCook, Nebraska

ATTEST:

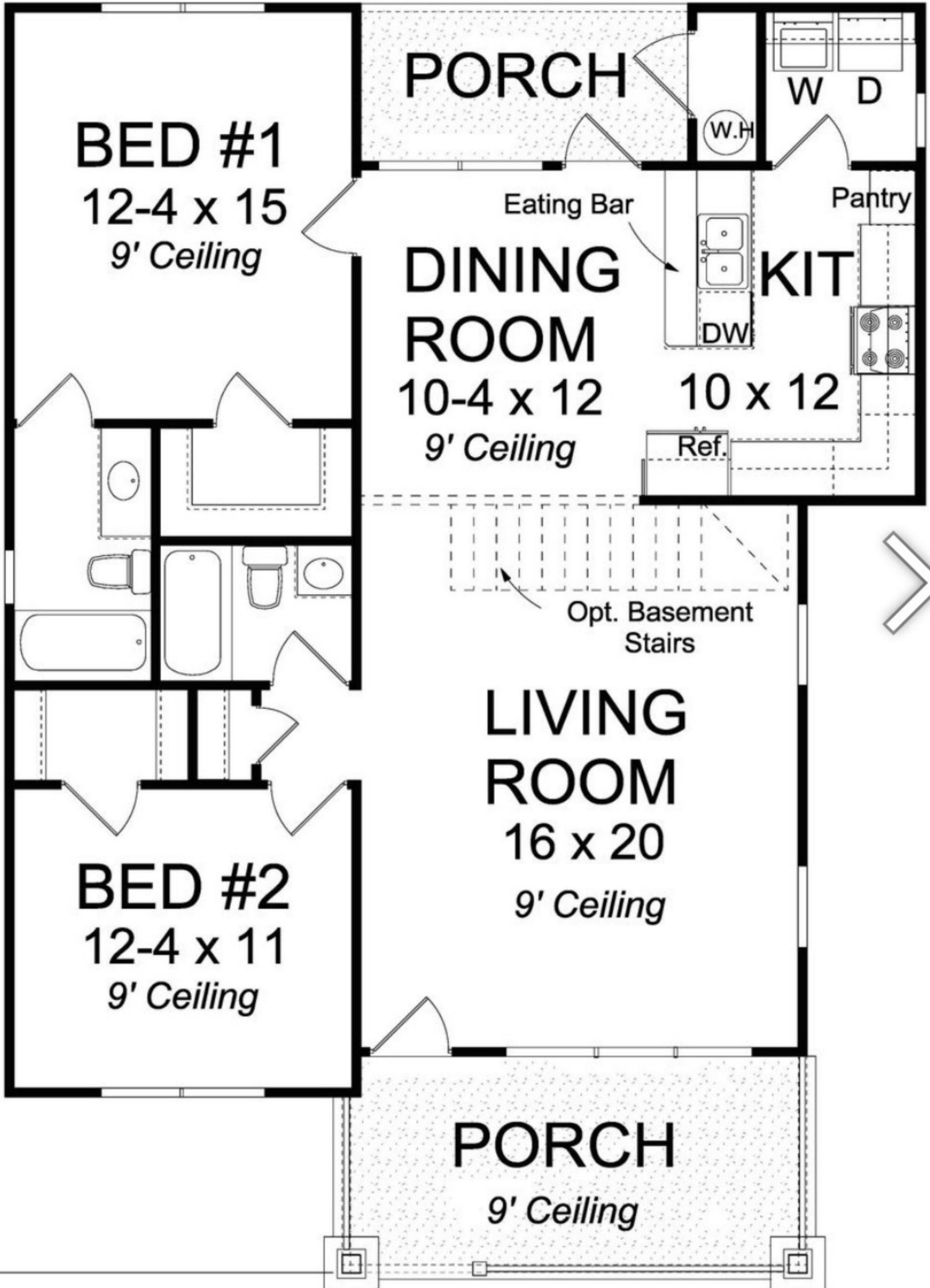
[City Clerk's Name]

City Clerk





33'-8"



46'-10"

**CITY MANAGER'S REPORT
MARCH 3, 2025 MCCOOK CITY COUNCIL MEETING**

3.C.
ITEM NO. ___ Approve on first reading, Ordinance No. 2025-3097 amending Chapter 54. City Parks and Property, Subchapter "City Swimming Pool", in Title V, Departments, Section 54.015 - Operation and Funding, to include a provision to set reasonable fees for the management and maintenance of the McCook Aquatic Park, with said charges to be enumerated in Chapter 38, Fee Schedule, Appendix O.

BACKGROUND:

In order to appropriately establish the fees needed for maintenance and operation for the McCook Aquatic Park, it is necessary to amend Chapter 54 of the McCook Municipal Ordinance to include a provision setting reasonable charges for the use of the swimming pool. The admission charges will be on file and held by the City Clerk and will be included in Chapter 38, Fee Schedule, Appendix O.

APPROVALS:



Nathan A. Schneider, City Manager

February 26, 2025



Lea Ann Doak, City Clerk

February 26, 2025



Tera Koetter, Assistant City Manager

February 26, 2025

ORDINANCE NO. 2025-3097

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 54, ENTITLED "CITY PARKS AND PROPERTY", SUBCHAPTER "CITY SWIMMING POOL", IN TITLE V, "DEPARTMENTS", BY AMENDING SECTION 54.015 - OPERATION AND FUNDING; 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. That the City of McCook Code of Ordinances, Chapter 54. entitled "City Parks and Property", Subchapter "City Swimming Pool", in Title V, "Departments", Section 54.015 - Operation and Funding, shall be and hereby is amended to read as follows:

§ 54.015 OPERATION AND FUNDING.

The city owns and manages the City Swimming Pool. The Public Works Director shall manage the swimming pool. The Director shall have the power and authority to hire and supervise the Swimming Pool Manager and any employees as he or she may deem necessary and shall pass rules and regulations for the operation of the swimming pool as may be proper for its efficient operation. All actions by the Director shall be under the supervision and control of the City Manager. The governing body, may for the purpose of defraying the cost of the management, maintenance and improvements of the swimming pool, set by ordinance, a reasonable admission charge for the use of the swimming pool. The admission charges shall be on file at the office of the City Clerk and are set out in Chapter 38, Fee Schedule, Appendix O.

(Prior Code, § 3-601)

Statutory reference:

Similar state law provisions, see Neb. RS 16-695 through 16-697.02

Section 2. 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 _____, 2025.

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

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

Publish:

**CITY MANAGER'S REPORT
MARCH 3, 2025 MCCOOK CITY COUNCIL MEETING**

3.D.
ITEM NO. Approve on first reading, Ordinance No. 2025-3098 establishing the McCook Aquatic Park's pool fees.

BACKGROUND:

At the February 3, 2025 McCook City Council meeting, discussion was held regarding the McCook Aquatic Park's pool fees. Mayor Taylor proposed a fee structure that the City Council requested be brought back in Ordinance form. At the February 17, 2025 McCook City Council meeting, the Council instructed city staff to construct an ordinance using Mayor Taylor's proposal. Said Ordinance is attached hereto, with the respective fees established as requested.

APPROVALS:



Nathan A. Schneider, City Manager

February 26, 2025



Lea Ann Doak, City Clerk

February 26, 2025



Tera Koetter, Assistant City Manager

February 26, 2025

ORDINANCE NO. 2025-3098

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 38: FEE SCHEDULE, APPENDIX O: SWIMMING POOL ADMISSION FEES; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES, REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

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

SECTION 1. That Chapter 38, FEE SCHEDULE, APPENDIX O: SWIMMING POOL ADMISSION FEES, of the City of McCook, Nebraska, Code of Ordinances is hereby amended to read as follows:

APPENDIX O: SWIMMING ADMISSION FEES

PERMIT	FEE
Daily Admissions	
Age 0 - 4	FREE
Age 5 - 17	\$ 4.00
Age 18 and over	\$ 6.00
Family Day Pass	\$ 15.00
Lap Swimming/Water Walking	\$ 3.00
Season Passes	
Individual	\$ 70.00
Family 3 or 4 people	\$ 150.00
Family 5 or more	\$ 200.00
Babysitter/Grandparents pass with purchase of individual or family season pass	\$ 40.00
Lap Swimming/Water Walking	\$ 45.00

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

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

PASSED AND APPROVED ____ day of _____, 2025.

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

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

Publish:

COUNCIL SUGGESTED

Daily Admissions

Age 0 - 4	Free
Age 5 - 17	\$4 or \$5
Age 18 - 54	\$6 or \$7
Age 55 and over	\$4 or \$5
Family Day Pass	\$15 or \$20
Lap Swimming	\$3

Season Passes

Individual	\$60 or \$70
Family 3 to 4 people	\$150
Family 5 or more	\$200
Babysitter pass	\$40
Lap Swimming	\$45

Grandparents Pass
Discounted Pass

PROPOSED

Daily Admissions

Age 0 - 4	Free
Age 5 - 17	\$4
Age 18 and over	\$6
Family Day Pass	\$15
Lap Swimming/Water Walking	\$3

Season Passes

Individual	\$70
Family 3 to 4 people	\$150
Family 5 or more	\$200
Babysitter/Grandparents pass with purchase of individual or family season pass	\$40
Lap Swimming/Water Walking	\$45