

# MCCOOK CITY COUNCIL

## REGULAR MEETING

**Monday, April 7, 2025**  
**5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Walter Ray, McCook Baptist Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.
2. Proclamations
  - A. Approve a proclamation designating the month of April 2025 "Child Abuse Prevention Month" and authorize the Mayor to sign.
  - B. Approve a proclamation designating April 6 - 12, 2025 as "Library Week" and authorize the Mayor to sign.
  - C. Approve the proclamation designating April 13 - 19, 2025 as "Public Safety Telecommunicators Week" and authorize the Mayor to sign.
3. Planning and Zoning Items.
  - A. Public Hearing - Regarding a request from the City of McCook to approve a preliminary plat which serves as the initial step in the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska.
    1. Adjourn the Public Hearing.
  - B. Approve a preliminary plat for the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska.
  - C. Update and discussion regarding the City of McCook's progress on a new Comprehensive Plan, Zoning Regulations, and Subdivision Regulations.
4. 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 March 17, 2025 regular Council meeting and the March 27, 2025 special Council meeting.

- B. Approve Resolution No. 2025-07 providing for the amendment of City of Appendix G: Parking Fees and Fines, of the City of McCook Code of Ordinances, increasing fines for parking violations from \$25 to \$50.
  - C. Receive and file the Financial Report for the period ending February 28, 2025.
  - D. Approve a lease between the City of McCook and Frenchman Valley Cooperative, Inc. to allow a lease of land at the Ben Nelson Regional Airport for chemical spraying operations.
  - E. Accept the minutes of the March 31, 2025 Planning Commission meeting.
  - F. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and 5 new ground level vaults at East 11th Street and East "F" Street.
  - G. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and 3 new ground level vaults at East 11th Street and East "J" Street.
  - H. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and 2 new ground level vaults at West "Q" Street and North Highway 83.
  - I. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and 1 new 2'Lx2'Wx3'H above ground pedestal at West "O" Street and West 14th Street.
5. Regular Agenda.
- A. Approve an Agreement for the Provision of Limited Professional Services between Miller & Associates and the City of McCook for topographic survey, platting, civil design and preparation of bidding documents for water, sanitary sewer, paving and storm sewer improvements for the Recreation Sports Plex Subdivision in McCook, Nebraska.
  - B. Update regarding the sports complex project.
  - C. Approve the design concept for the PFC Gerald L. Walters Sports Complex.
  - D. Discussion regarding potential revenue options for the City of McCook.
  - E. Discussion regarding the creation of a donation policy.
  - F. Consider Ordinance No. 2025-3100 amending the City of McCook Code of Ordinances Chapter 34, entitled "Purchasing Regulations", Subchapter "Purchasing Procedure" in Title III, "Administration", by amending the purchasing limit to \$50,000 to harmonize with state law.
    - 1. Chairperson asks Clerk to read Ordinance No. 2025-3100 by title.
    - 2. Consider approval of Ordinance No. 2025-3100 upon its second of three readings.
  - G. 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 third and final.
    - 3. Chairperson declaration after vote and passage, if approved.
  - H. 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 third and final reading.
3. Chairperson declaration after vote and passage, if approved.

I. 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 third and final reading.
3. Chairperson declaration after vote and passage, if approved.

J. Consider Ordinance No. 2025-3101, repealing Ordinance No. 2024-3079 and amending the City of McCook Code of Ordinances by removing Chapter 93 and amending Sections 95.01, 95.02, 95.03, 95.04, and 95.19 in Title IX: General Regulations.

1. Chairperson asks Clerk to read Ordinance No. 2025-3101 by title.
2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
3. Final passage of Ordinance No. 2025-3101.
4. Chairperson declaration after vote and passage, if approved.

K. Consider Ordinance No. 2025-3102 amending the City of McCook Code of Ordinances Chapter 90, entitled "Animals", Section 90.99 to provide the Red Willow County Court authority to order restitution.

1. Chairperson asks Clerk to read Ordinance No. 2025-3102 by title.
2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
3. Final passage of Ordinance No. 2025-3102.
4. Chairperson declaration after vote and passage, if approved.

L. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT  
APRIL 7, 2025 CITY COUNCIL MEETING**

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**2.A.**  
ITEM: \_\_\_\_\_ Approve a proclamation designating the month of April 2025 "Child Abuse Prevention Month" and authorize the Mayor to sign.

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**BACKGROUND:**

This proclamation is being presented at the request of Kaye T. Bieck, Executive Director of the McCook Family Resource Center. National Child Abuse Prevention Month, also known as Child Abuse Prevention Month in America, is an annual observance in the United States dedicated to raising awareness and preventing child abuse. April has been designated Child Abuse Prevention Month in the United States since 1983. Ms. Bieck and other representatives will present the proclamation request at Monday's meeting.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

April 2, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

April 2, 2025

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

April 2, 2025

*Office of the Mayor  
McCook, Nebraska  
Proclamation*

**"CHILD ABUSE PREVENTION MONTH"**

WHEREAS, child abuse and neglect are a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of McCook including all of Southwest Nebraska; and

WHEREAS, child abuse can have long term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional and developmental well-being of children; and

WHEREAS, effective child abuse awareness activities succeed because of the partnerships created between child welfare professionals, education, health, community and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make an effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, I, Linda Taylor, Mayor of the City of McCook, Nebraska, do hereby proclaim the month of April 2025 as "**CHILD ABUSE PREVENTION MONTH**" in McCook, Nebraska and urge all citizens of McCook, as well as all of Southwest Nebraska, to recognize this month dedicating ourselves to the task of improving the quality of life for all children and families.

Dated this 7<sup>th</sup> day of April, 2025.

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

\_\_\_\_\_  
Linda Taylor, Mayor

ATTEST:

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

**CITY MANAGER'S REPORT  
APRIL 7, 2025 CITY COUNCIL MEETING**

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ITEM: **2.B.** \_\_\_\_\_ Approve a proclamation designating April 6-12, 2025 "Library Week" and authorize the Mayor to sign.

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**BACKGROUND:**

National Library Week, April 6-12, 2025, is a time to celebrate the many ways libraries bring people together, spark imagination, and support lifelong learning. Whether you're a longtime patron or haven't visited in a while, now is the perfect time to explore all the library has to offer. Our library provides many unique programs and services, ensuring that everyone has access to resources that educate, inspire, and connect. The library has something for everyone. Whether you're preparing for a career change, launching a business, raising a family, or embracing retirement, the McCook Public Library is here to support your journey. Libraries serve as hubs for learning, creativity, and connection, helping people of all ages explore new ideas and opportunities. During National Library Week, take time to rediscover the library and see how it draws us together as a community.

First celebrated in 1958, National Library Week is a national observance sponsored by the American Library Association and libraries of all types across the country each April.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

April 2, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

April 2, 2025

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

April 2, 2025

Office of the Mayor  
McCook, Nebraska

## Proclamation

"LIBRARY WEEK 2025"

- WHEREAS, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can explore new ideas and be drawn to new possibilities;
- WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and lifelong learning;
- WHEREAS, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals-regardless of background-have the support they need to learn, connect, and thrive;
- WHEREAS, libraries partner with schools, businesses, and organizations, connecting the dots to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community;
- WHEREAS, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success;
- WHEREAS, libraries nurture young minds through storytimes, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime;
- WHEREAS, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression;
- WHEREAS, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all;
- WHEREAS, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme "**Drawn to the Library**";

NOW, THEREFORE, be it resolved that I, Linda Taylor, Mayor of the City of McCook, proclaim April 6-12, 2025, as **Library Week** in McCook. During this week, I encourage all residents to visit their library, explore its resources, and celebrate all the ways that the library draws us together as a community.

Dated this 7<sup>th</sup> day of April, 2025.

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

\_\_\_\_\_  
Linda Taylor, Mayor

ATTEST:

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

**CITY MANAGER'S REPORT  
APRIL 7, 2025 CITY COUNCIL MEETING**

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**ITEM:**            2.C.

RECOMMENDATION: Approve the proclamation that April 13 through 19, 2025, is Public Safety Telecommunicators Week and authorize the mayor to sign.

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**BACKGROUND:**

Historically, one week a year has been set aside to remember those first responders who are behind the scenes monitoring the radios, coordinating the response of law enforcement, firefighters, and EMS personnel, all while bridging communication between the public and those emergency services. These are our Public Safety Telecommunicators.

Telecommunicators, often referred to as dispatchers, are the first voice that the public hears in the event of a crisis or emergency call. These dedicated individuals are tasked with assessing the situation and dispatching the appropriate emergency service. Sometimes in high stress situations under great pressure where every second counts.

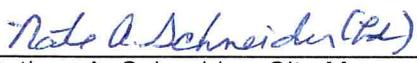
This week is dedicated to honoring the individuals who serve in this role and reminds us of the impact telecommunicators as first responders has on effective communication between emergency services and the safety of the public.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

  
\_\_\_\_\_  
Kevin Hodgson, Police Chief

March 28, 2025

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

March 28, 2025

Office of the Mayor  
McCook, Nebraska

## Proclamation

### "NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK"

- WHEREAS, emergencies can occur at any time that require police, fire, or emergency medical services; and,
- WHEREAS, when an emergency occurs the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and,
- WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the McCook emergency communications center; and,
- WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,
- WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information, and ensuring their safety; and,
- WHEREAS, Public Safety Telecommunicators of the McCook Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,
- WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, Be It Resolved that the City Council of the City of McCook declares the week of April 13 through 19, 2025, to be National Public Safety Telecommunicators Week in McCook, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Dated this 7<sup>th</sup> day of April, 2025.

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

\_\_\_\_\_  
Linda Taylor, Mayor

ATTEST:

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

**CITY MANAGER'S REPORT  
APRIL 2, 2025 MCCOOK CITY COUNCIL MEETING**

**3.A.**  
ITEM NO. \_\_\_ Public Hearing - Regarding a request from the City of McCook to approve a preliminary plat which serves as the initial step in the creation of Walters First Addition, an Addition to the City of McCook, Red Willow County, Nebraska.

**3.B.**  
ITEM NO. \_\_\_ Approve a preliminary plat for the creation of Walters First Addition, an Addition to the City of McCook, Red Willow County, Nebraska.

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**BACKGROUND:**

The City of McCook is requesting the McCook City Council to consider approving the preliminary plat of the Walters First Addition, an Addition to the City of McCook, Red Willow County, Nebraska. The tract of land to be considered contains 127.8 acres, more or less. The preliminary plat contemplates the creation commercial lots, residential lots (both single family and multi-family), a large recreational lot, and outlots for drainage for the entirety of the tract. The property is located north and northeast of West Q Street and West 17<sup>th</sup> Street, just one block east of Highway 83. The tract of land was voluntarily annexed into McCook's corporate limits in October of 2024. Following the finalization of Walters First Addition to the City of McCook, the Planning Commission and City Council will be asked to rezone the tract to allow for commercial, residential, and recreational use. Said rezoning efforts will take place during different phases. Attached to this report, the City of McCook has included the Preliminary Plat for Walters First Addition. The Preliminary Plat is comprised of three inclusive documents: the Preliminary Plat, the Preliminary Plat Outlining Proposed and Existing Utilities, and a Preliminary Plat that Overlays the Existing Land. Upon review, the applicant's preliminary plat meets the City of McCook's subdivision requirements.

The Preliminary Plat process is the initial step in subdividing the tract of property at issue. A final plat will be brought back to the Planning Commission and City Council, which can include modifications suggested by the Planning Commission and City Council, if any suggestions are made.

At the March 31, 2025 McCook Planning Commission meeting, the Planning Commission voted unanimously to recommend approval of the Preliminary Plat of the Walters First Addition to the McCook City Council.

**APPROVALS:**

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

April 2, 2025

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

April 2, 2025

**EXHIBIT - #1**

**PAGE(S) - 1**

**NOTICE OF PUBLIC HEARING  
PRELIMINARY PLAT APPROVAL**

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the preliminary plat on a tract of land located in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29), West of the 6th P.M. in the City of McCook, Red Willow County, Nebraska, to be known as Walters First Addition. A copy of the proposed preliminary plat and legal description are available for public inspection at the office of the City Clerk.

A PUBLIC HEARING ON THE ABOVE-DESCRIBED FINAL PLAT APPROVAL WILL BE HELD ON THE DATE, TIME, AND AT THE PLACE LISTED BELOW:

MARCH 31, 2025 - 5:15 P.M.  
MCCOOK PLANNING COMMISSION  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

APRIL 7, 2025 - 5:30 P.M.  
MCCOOK CITY COUNCIL  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

ANY AND ALL PERSONS desiring to comment on the above-described final plat may attend the public hearings and will be given an opportunity to be heard. For additional information regarding this notice please contact Nate Schneider, City of McCook City Manager, at 345-2022 ext. 225.

-s- Lea Ann Doak  
City Clerk

Mail: March 21, 2025.  
Post: March 21, 2025.

Property Owners Notified:

RED WILLOW CO. SCHOOL DIST. #17  
700 WEST 7<sup>TH</sup>  
MCCOOK, NE 69001

RED WILLOW COUNTY  
C/O TAMI TEEL  
502 NORRIS AVE  
MCCOOK, NE 69001

DALE & JOAN STEWART  
2103 N HWY 83  
MCCOOK, NE 69001

DAVID & CHRISTINE CARFIELD  
2205 PONDEROSA DRIVE  
MCCOOK, NE 69001

CRAIG & CHERYL CHRISTNER  
808 SPRUCE  
MCCOOK, NE 69001

GALEN & MIRANDA PERRY  
1001 W R STREET  
MCCOOK, NE 69001

JERRY & MARY CHAMBERS  
1606 WEST 9<sup>TH</sup> STREET  
MCCOOK, NE 69001

RED WILLOW COUNTY FAIR BOARD  
PO BOX 876  
MCCOOK, NE 69001

RACHEL MCMAINS  
1518 W 10<sup>TH</sup>  
MCCOOK, NE 69001

CATHY LEMM-WEBER  
CASEY BAKER  
801 W 3<sup>RD</sup>  
MCCOOK, NE 69001

PRESIDENT  
MCCOOK PUBLIC SCHOOLS  
600 WEST 7<sup>TH</sup>  
MCCOOK, NE 69001

RED WILLOW CO. PLANNING COMM.  
502 NORRIS AVE  
MCCOOK, NE 69001

LONNIE & MAUREEN WOOD  
111 E M STREET  
MCCOOK, NE 69001

BRIAN & JESSICA LUKE  
2202 PONDEROSA DRIVE  
MCCOOK, NE 69001

W.A.G.S PROPERTIES, LLC  
C/O CHRIS WAGNER  
PO BOX 749  
MCCOOK, NE 69001

QUILLAN COURTS, LLC  
402 NORRIS AVE  
MCCOOK, NE 69001

MCCOOK ECONOMIC DEVELOPMENT  
402 NORRIS AVE  
MCCOOK, NE 69001

GABRIEL CARBAJAL & MARISOL  
GARCIA  
1514 WEST 10<sup>TH</sup>  
MCCOOK, NE 69001

LONNIE BONAR  
811 E H  
MCCOOK, NE 69001

JERRY & KALYN RUZICKA  
1517 EAST FAIRACRES  
MCCOOK, NE 69001

JOHN ALLEN  
1203 WEST Q STREET  
MCCOOK, NE 69001

ANGELA LAMPMAN  
PO BOX 266  
CHEYENNE WELLS, CO 80810

GREGORY & DEBORAH CROUCH  
1514 EAST FAIRACRES  
MCCOOK, NE 69001

MIKE & DIANNE KUGLER  
13 SANDPIPER STREET  
MCCOOK, NE 69001

JOHN & JENNIFER KUGLER  
807 SPRUCE ROAD  
MCCOOK, NE 69001

LUKE & KAREN BORTNER  
73109 US HWY 83  
MCCOOK, NE 69001

BRIAN LEVANDER TRUSTEE  
3620 W OLD POTASH HWY  
GRAND ISLAND, NE 68803

JEFFERY & JAMIE ESSLINGER  
405 WEST Q ST  
MCCOOK, NE 69001

JKS REAL ESTATE, LLC  
2112 BLAKE DRIVE  
MCCOOK, NE 69001

CAPPEL INDUSTRIAL PARK 4, LLC  
C/O RICHARD CAPPEL  
5 BRASSIE DRIVE  
MCCOOK, NE 69001

Q STREET STORAGE, LLC  
C/O HEDDY REINERS  
PO BOX 514  
MCCOOK, NE 69001

RICHARD LAMPMAN  
1301 WEST Q  
MCCOOK, NE 69001

MARGARITA DECAMPOS  
1311 WEST Q STREET  
MCCOOK, NE 69001

DENNIS & CATHERINE STEWART  
1402 WEST Q STREET  
MCCOOK, NE 69001

MARK & ELIZABETH WILCOX  
PO BOX 26  
MCCOOK, NE 69001

MICHAEL & SALLY DAFFER  
70354 ROAD 395  
DANBURY, NE 69026

BILLY & MICHELLE WITT  
2105 BLAKE DRIVE  
MCCOOK, NE 69001

KATHLEEN BIEKER  
1608 W Q STREET  
MCCOOK, NE 69001

JWT PROPERTIES, LLC  
39345 US HWY 6  
INDIANOLA, NE 69034

RANDY PETERS SEED FARMS, INC  
71321 ROAD 378  
MCCOOK, NE 69001

TERRY & JANA SIDES  
603 WEST 1<sup>ST</sup> STREET  
MCCOOK, NE 69001

TITAN MACHINERY, INC  
A DELAWARE CORP  
644 E BEATON DR  
WEST FARGO, ND 58078

BARNETT LUMBER CO, INC  
PO BOX 489  
MCCOOK, NE 69001

NEBRASKA PUBLIC POWER DISTRICT  
PO BOX 499  
COLUMBUS, NE 68602

MCCOOK FLOOR COVERING INC  
C/O CAROL SAMWAY  
1801 N HWY 83  
MCCOOK, NE 69001

DEAN & RHONDA HILKER  
1810 W Q STREET  
MCCOOK, NE 69001

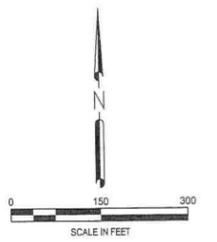
**NOTICE OF PUBLIC HEARING  
PRELIMINARY PLAT APPROVAL**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of McCook Planning Commission on March 31, 2025, at 5:15 P.M. and by the McCook City Council on April 7, 2025, at 5:30 P.M.. The hearings will be held in the City Council Chambers, 505 West "C" Street, McCook, Nebraska, to consider the preliminary plat on a tract of land located in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29), West of the 6th P.M. in the City of McCook, Red Willow County, Nebraska, to be known as Walters First Addition. A copy of the proposed preliminary plat and legal description are available for public inspection at the office of the City Clerk. Any and all persons desiring to comment on the proposed preliminary plat may attend said public hearings and will be given an opportunity to be heard. For additional information regarding this notice please contact Nate Schneider, City of McCook City Manager, at 345-2022 ext. 225.

-s- Lea Ann Doak  
City Clerk

Publish: March 21, 2025.

PRELIMINARY PLAT  
 -WALTERS FIRST ADDITION-  
 AN ADDITION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA



WARRANTY DEED DESCRIPTION

INSTRUMENT NO. 2024-00824  
 RECORDED JUNE 21, 2024

A tract of land in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29), West of the 6<sup>th</sup> P.M., more particularly described as follows:  
 Referring to the north quarter corner of said Section 19 as the true point of beginning; thence S0°12'E, 2,028.0 feet to a point; thence N85°45'W, 658.0 feet to a point; thence S0°13'W, 202.5 feet to a point; thence N85°47'W, 268.9 feet to a point; thence N01°45'E, 7.9 feet to a point; thence N85°45'W, 152.2 feet to a point; thence S29°17'W, 474.8 feet to a point; thence N85°37'W, 793.8 feet to a point; thence N0°21'E, 1,009.6 feet to a point; thence N89°36'W, 370.0 feet to a point; thence N0°24'E, 1,696.8 feet to a point; thence S84°59'E, 2,457.1 feet to the point of beginning, containing 127.8 acres, more or less, according to a survey dated March 5, 1982, by Darrell W. Burke, Registered Land Surveyor.

Legend

- ▲ = FOUND SECTION & 1/4 CORNER AS NOTED
- = SET 1/2" REBAR & ILS CAP 847 UNLESS NOTED
- = FOUND 1/2" REBAR UNLESS NOTED
- R.O.W. = RIGHT OF WAY
- W.C. = WITNESS CORNER & DISTANCE
- (BLM) = BUREAU OF LAND MANAGEMENT DISTANCE
- (D) = DICENTA LS 514 SURVEYS DISTANCE, 7/30/12 & 4/7/16
- (A) = ADJOINER'S DEEDED DISTANCE
- (T) = TAGGE LS 323 SURVEY DISTANCE, 4/8/88
- (R) = RECORDED LEGAL OR PLATTED DISTANCE
- (M) = MEASURED DISTANCE
- ⊗ = COMPUTED POINT
- (C) = COMPUTED DISTANCE
- = SECTION LINE
- - - = PARCEL LINE
- = LOT LINE
- P.O.B. = POINT OF BEGINNING
- P.O.S. = POINT OF COMMENCEMENT

SECTION CORNER TIES

- (A) NW COR. SEC. 19-3-29  
 FOUND "X" W/ BENT NAIL IN SOUTH BOUND OF HWY 83  
 1. "X" ON ROW MARK 47.40' W  
 2. TOP NUT FH 53.50' SE  
 3. "X" ON ROW MARK 83.11' E  
 4. SE COR. OF CATCH BASIN 63.38' SW
- (C) N 1/4 COR. SEC. 19-3-29  
 FOUND 3" BRASS CAP @ FENCE CORNER  
 1. NPP 17.55' E  
 2. NPP 18.42' W  
 3. NPP 21.70' W  
 4. NPP 30.50' S
- (D) W 1/4 COR. SEC. 19-3-29  
 FOUND CONC. NAIL & "X" W/ LEFT N. BOUND. LAND OF HWY 83  
 SE. THE BOLT OF LIGHT POLE 84.35' SE  
 2. NE COR. CONC. VAULT PAD 124.85' SW  
 3. FACE COR. POST AT BASE 102.80' NW  
 4. B.C. "X" 3" 64.76' W
- (E) C 1/4 COR. SEC. 19-3-29  
 FOUND WORN ILLEGIBLE ALUM. CAP IN "O" STREET  
 1. "X" MH RM 38.25' N  
 2. "X" MH RM 38.25' SE  
 3. "X" B.C. IN PP 31.75' S  
 4. "X" B.C. WC 32.85' N

EXHIBIT - #5  
 PAGE(S) - 1

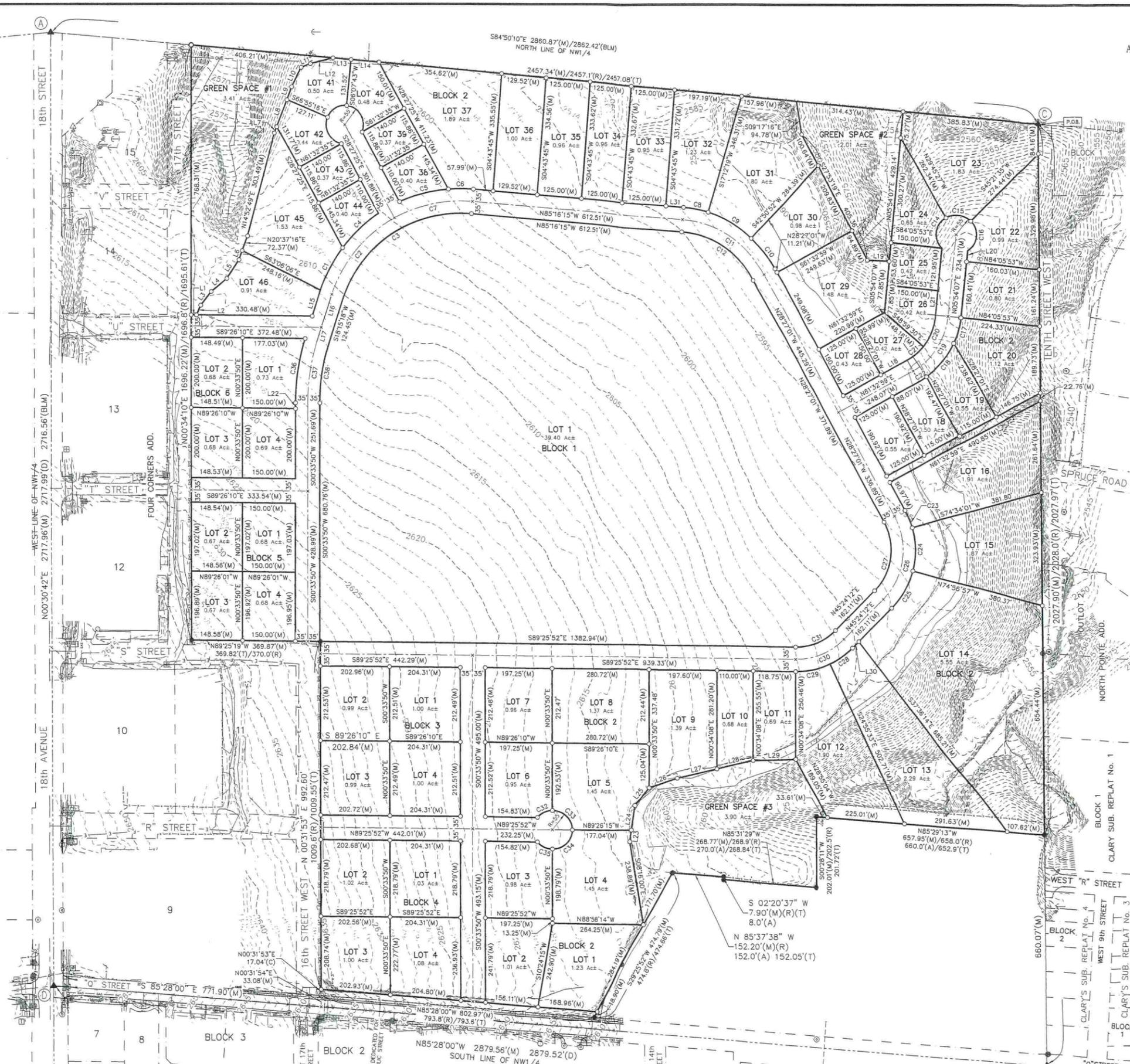
PREPARED BY:  
  
 MILLER & ASSOCIATES  
 CONSULTING ENGINEERS, P.C.  
 1111 CENTRAL AVENUE  
 KEARNEY, NE 68847

WALTERS FIRST ADDITION  
 McCook, Nebraska

NUMBER	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	18°12'09"	435.00'	138.20'	N 28°43'12" E	137.62'
C2	41°55'28"	400.00'	292.89'	S 40°34'51" W	286.20'
C3	76°28'27"	365.00'	487.17'	S 56°29'32" W	451.81'
C4	19°06'25"	435.00'	145.06'	S 47°22'29" W	144.39'
C5	19°06'25"	435.00'	145.06'	S 75°42'42" W	144.39'
C6	9°27'51"	435.00'	71.85'	S 89°59'50" W	71.77'
C7	33°11'10"	400.00'	231.68'	S 76°08'10" W	228.46'
C8	12°28'33"	335.00'	72.94'	N 79°01'58" W	72.80'
C9	25°36'34"	335.00'	149.23'	S 59°58'24" W	148.68'
C10	16°42'06"	335.00'	109.35'	N 37°48'04" W	108.66'
C11	56°49'14"	300.00'	297.51'	N 56°51'38" W	285.47'
C12	56°49'14"	265.00'	262.80'	N 56°51'38" W	252.16'
C14	104°49'10"	55.00'	100.62'	S 07°49'58" W	87.16'
C15	75°07'02"	55.00'	72.11'	N 82°11'56" W	67.05'
C16	101°01'15"	55.00'	56.97'	N 05°52'13" E	84.89'
C17	18°25'38"	235.00'	75.85'	S 15°08'56" W	75.52'
C18	30°34'25"	235.00'	125.40'	N 39°40'58" E	123.92'
C19	58°38'52"	200.00'	194.25'	N 33°43'33" E	188.70'
C20	34°21'35"	165.00'	88.95'	S 23°04'55" W	97.47'
C21	21°17'17"	165.00'	61.30'	S 50°54'21" W	60.95'
C22	6°34'49"	235.00'	26.99'	N 58°15'35" E	26.97'
C23	13°01'02"	235.00'	53.39'	N 21°56'30" W	53.28'
C24	30°29'02"	235.00'	125.03'	N 00°11'28" W	123.56'
C25	30°21'08"	235.00'	124.49'	S 30°13'37" W	123.04'
C26	73°51'13"	200.00'	237.80'	N 08°28'35" E	240.32'
C27	73°51'13"	165.00'	212.68'	N 08°28'35" E	198.28'
C28	19°40'18"	235.00'	80.68'	S 55°19'19" W	80.29'
C29	25°29'41"	235.00'	104.57'	N 77°49'18" E	103.71'
C30	45°09'56"	200.00'	157.66'	N 67°59'10" E	153.81'
C31	45°09'56"	165.00'	130.07'	N 67°59'10" E	128.73'
C32	50°28'23"	55.00'	48.45'	S 55°19'37" W	46.90'
C33	90°00'00"	55.00'	56.39'	N 44°26'10" W	77.78'
C34	90°00'00"	55.00'	56.39'	N 45°33'50" W	77.78'
C36	16°46'43"	635.00'	185.95'	S 08°57'11" W	185.29'
C37	16°46'43"	600.00'	175.70'	S 08°57'11" W	175.08'
C38	17°41'29"	565.00'	174.46'	S 09°24'34" W	173.76'

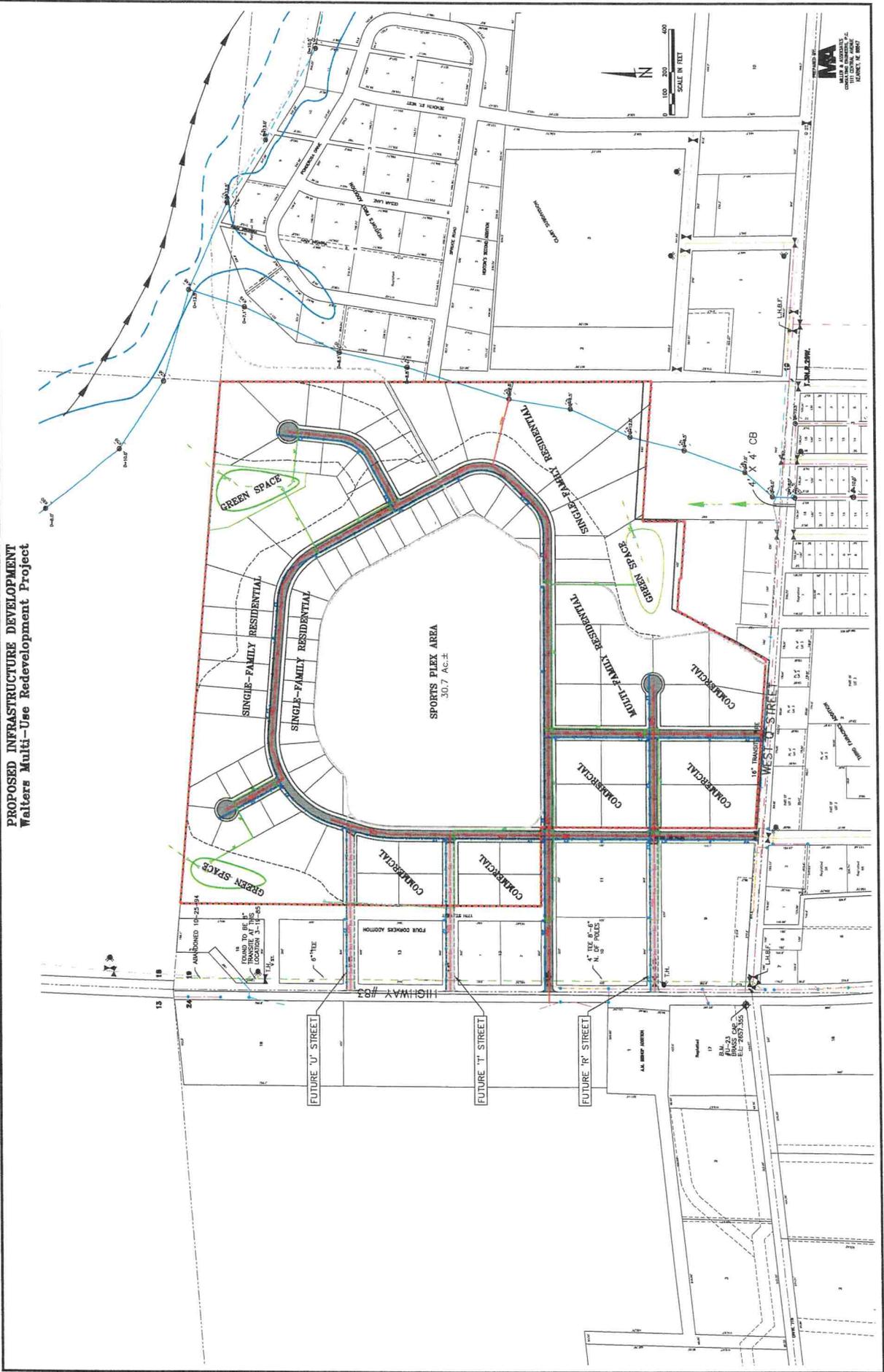
LINE	BEARING	DISTANCE
L1	S89°26'10"E	15.37'
L2	N24°01'39"E	29.91'
L3	N38°05'48"E	49.89'
L4	N51°28'31"E	59.74'
L5	N32°44'56"E	63.46'
L6	N20°37'16"E	72.37'
L7	N20°26'29"E	101.30'
L8	N20°26'29"E	101.30'
L9	N20°26'29"E	39.46'
L10	N28°12'12"E	61.54'
L11	N68°35'44"E	28.88'
L12	N78°17'38"E	68.19'
L13	S84°50'10"E	53.56'
L14	S84°50'10"E	83.01'
L15	S18°15'18"W	67.42'
L16	S18°15'12"W	99.33'
L17	S18°15'12"W	44.20'
L18	S81°32'59"W	86.07'
L19	S87°00'45"E	84.21'
L20	N05°54'07"E	31.48'
L21	S05°54'07"W	69.94'
L22	S00°33'50"W	16.69'
L23	S08°14'32"W	33.43'
L24	S08°14'32"W	71.19'
L25	S37°35'14"W	65.06'
L26	S70°49'22"W	85.39'
L27	S77°23'51"W	130.37'
L28	S77°26'33"W	112.85'
L29	S80°56'49"W	118.88'
L30	S45°24'12"W	26.00'
L31	N85°16'15"W	50.00'

THIS PLAT OF SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MILLER & ASSOCIATES TO DETERMINE OWNERSHIP, EASEMENTS OR RIGHTS OF WAY OF RECORD.



PLOTTED: 3/24/2025 8:22 AM  
 SAVED: 3/21/2025 3:54 PM  
 C:\Projects\2025\00-01-020-Clear-Deep-Design-Drawings\Survey-Design-Walters-Sub-Plat.dwg

**PROPOSED INFRASTRUCTURE DEVELOPMENT  
Walters Multi-Use Redevelopment Project**







City of McCook  
505 West C Street \* PO Box 1059  
McCook, NE 69001  
(308) 345-2022 \* Fax (308) 345-1461  
[www.cityofmccook.com](http://www.cityofmccook.com)

## MINOR & MAJOR SUBDIVISION APPLICATION

Name of Project (If applicable): Walters First Addition to the City of McCook  
Description of Project: The City requests a preliminary & final plat approval for a tract of land located in the NW 1/4 of 19-3-29, West of the 6th P.M.

Project sponsor or developer:

Name: City of McCook  
Address: 505 West C  
Phone number: 308-345-2022  
Fax number: \_\_\_\_\_  
E-mail Address: n.schneider@cityofmccook.com

Landowner or owners:

Name: City of McCook  
Address: 505 West C  
Phone number: 308-345-2022  
Fax number: \_\_\_\_\_  
E-Mail Address: n.schneider@cityofmccook.com

Authorization of the land use action by landowner:

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

Nathan A. Schneider  
Printed Name:

[Signature]  
Signature:

3-25-25  
Date:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Signature:

**EXHIBIT - #8**

**PAGE(S) - 5**



**Subdivisions:**

Sketch Plan:

- (1) General lot layout on a topographic background of the proposed subdivision including approximate location of streets, alleys, lots and other significant features.
- (2) Surrounding streets, alleys, and land use features.
- (3) General location of existing sewer and waterlines (developments not intending to use city sewer and water are to include a written explanation of the proposal to satisfy these utility needs.)
- (4) General location of utility easements and types of utilities to be included.
- (5) General location of any open space and an explanation of the type of facilities that will be provided.

Attachments: In addition to the above noted sketch plan, the subdivider shall attach the following:

- (1) A letter requesting only change of zoning or special exception required for the development to proceed. *N/A*
- (2) Written description of the type of housing, commercial, industrial, or public uses to be included in the subdivision. *Single family + mult. family*
- (3) An explanation of what the general character of the area will be when it is developed and how it will relate to the adjacent surrounding areas. *Commercial, residential, rec.*
- (4) An explanation of how the proposed development relates to the Comprehensive Plan (Particularly regarding land use, thoroughfare, and public facilities) *The development of the parcel will provide opportunities for*
- (5) Is it the intent to use Deed Restrictions or any other method of controlling the character and/or the quality of the area? *recreational, commercial, + residential deed*  
To Be Determined

If so, briefly explain what they might consist of:

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(Attach explanation)

Attach proposed Subdivision Agreement. (See Part D of the Subdivision Regulations)

*To be completed upon approval of final plat*

Preliminary Plat Submission:

- (a) Plat Submission Requirements: The subdivider shall submit to the Zoning Administrator:  
\_\_\_\_\_ five (5) copies of the preliminary plat and any supplemental materials specified by the Planning Commission of conditional approval. (The plat submission requirements are stipulated under C-3 Procedure for conditional approval of Preliminary Plat of the City of McCook Subdivision Regulations)
- (b) Fees: A plat review fee shall accompany the preliminary plat in

the amount of \$500 as specified in the City Fee Ordinance.

(c) Scale and Preliminary Plat contents. Preliminary plats shall be a scale of one (1) inch to one hundred (100) feet or 1" = 200' if seventy-five percent (75%) of the lots are one (1) acre or larger, and shall be prepared with the following information:

(1) The proposed name of the subdivision (the name shall not duplicate or too closely resemble the name or names of any existing subdivision).

(2) The location of the boundary lines of the subdivision and reference to the section or quarter section lines.

(3) The names and addresses of the owner, developer, and the engineer who prepared the plat.

(4) Scale of the plat, one inch = one hundred feet or larger.

(5) Date of preparation and north point.

(6) Present zoning.

(7) Existing conditions:

aa. Location, width and name of platted streets or other public ways, railroads and utility rights-of-way, parks and other public open spaces and permanent buildings within or adjacent to the proposed subdivision shall be shown on the Preliminary Plat.

bb. All existing sewers, water mains, gas mains, culverts, or other underground installations, within the proposed subdivision, or adjacent thereto, with pipe size and manholes, grades and location shall be shown. Control elevation of surface drainage entering and existing from the property.

cc. Names of adjacent subdivisions together with arrangement of streets and lots, and owners of adjacent parcels of unsubdivided land shall be shown.

dd. Topography (unless specifically waived) with contour intervals of not more than five (5) feet, referred to City or U.S.G.S. datum shall be shown; also, location of water courses, bridges, wooded areas, lakes, ravines, and such other features as may be pertinent to the subdivision shall be shown.

(8) The general arrangement of lots and their approximate size.

(9) Location and width of proposed streets, alleys, pedestrian ways, and easements. Control elevation shall be shown for all street intersections.

(10) The general plan of sewage disposal, water supply and utilities in areas where public sewers and/or water are proposed to serve the subdivision. In other cases, a notation shall be made on the plat indicating type of sewage disposal, and water system proposed.

- (11) Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation for public use.
- (12) General layout of adjacent unsubdivided property to show how streets and other public facilities, in the proposed subdivision, relate to the unsubdivided property.
- (13) The subdivider shall indicate by letter when improvements as required will be installed or requested. TBD
- (14) Any proposed restrictive covenants for the land involved shall accompany the plat. TBD
- (15) A letter requesting annexation of the subdivision if it is in the planning jurisdiction to be served with city utilities. N/A

**SECTION 7. PROCEDURES**

**7.1 General Procedure.** When the subdivision of land is proposed, before any contract is made for the sale of any part thereof, and before any building permits are granted, the subdivision owner shall apply for and secure approval of such proposed subdivision in accordance with the following procedure:

1. **Administrative Subdivision.** An administrative subdivision shall not be considered a subdivision subject to the requirements of a minor or major subdivision. A Plat reviewed and approved by Zoning Administrator, Utilities Director and City Manager. See Section 7.17.
2. **Minor Subdivision.** A Final Plat is submitted to the City Council for Approval. See Section 7.12
3. **Major Subdivision.** Major Subdivisions are required to submit a Preliminary and Final Plat to the Planning Commission and City Council for approval. See Sections 7.2 and 7.12

**7.2 PRELIMINARY PLAT SUBMISSION REQUIREMENTS.** The applicant of Major Subdivisions shall prepare and submit an application for preliminary plat approval. The applicant shall prepare and file three (3) copies of a proposed preliminary plat, one (1) full size copy, one (1) copy reduced to 8 ½ by 11 inches, and one (1) full-size electronic copy in portable document format (pdf). The application for preliminary plat approval shall be submitted to the Zoning Administrator at least twenty (20) calendar days before the McCook Planning Commission meeting at which the application will be considered.

**7.3 Fees.** Fees are set by the McCook City Council.

**7.4 Scale and Preliminary Plat Contents.** Preliminary plats shall be a scale of one (1") inch to one hundred (100') feet, or 1" = 200' if seventy-five (75) percent of the lots are one (1) acre or larger, and shall be prepared with the following information:

- A. Name, location, acreage, owner and designer of subdivision with legal description as shown by land records.
- B. Present zoning.
- C. Date, north arrow and graphic scale.
- D. Location of property lines, roads, existing utilities with size of lines, and other underground installations and easement.
- E. Names of adjoining properties or subdivisions.
- F. Proposed utility system, including water, sewer and paving.
- G. Dimensions, lot lines, except that in industrial type subdivisions, lot lines may be excluded.
- H. Location of proposed drainage.
- I. Contours at five (5') feet intervals at 1" = 200' scale.
- J. Proposed improvements and grading concepts.
- K. Location of existing buildings.
- L. Proposed easements, dedications and reservations of land required.

McCook Planning Commission  
Special Meeting  
March 31, 2025  
5:15 P.M.

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

Present: Chair Chad Lyons; Vice Chair Tammie Hilker; Commissioners Camy Bradley, Matt Davidson, Bruce McDowell, Kurt Vosburg, Mark Currier.

Absent: Commissioners Ron Friehe, Jamie Mockry, Jesse Stevens.

City Officials present: City Manager Schneider, Assistant City Manager Koetter, City Attorney Mustion, City Clerk Doak, and Building Official Mooney.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on March 27, 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 all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

1. Approve the minutes of the February 10, 2025, regular Planning Commission meeting.

Motion to approve the minutes of the February 10, 2025, regular Planning Commission meeting. This motion, made by Lyons and seconded by Vosburg, passed.

Bradley: YEA, Currier: YEA, Davidson: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA  
YEA: 7, NAY: 0, ABSENT: 3

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding a request from the City of McCook to recommend approval of a preliminary plat which serves as the initial step in the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request from the City of McCook to recommend approval of a preliminary plat which serves as the initial step in the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Lyons and seconded by McDowell, passed.

**EXHIBIT - #10**

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Bradley: YEA, Currier: YEA, Davidson: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA  
YEA: 7, NAY: 0, ABSENT: 3

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the March 31, 2025, Planning Commission meeting (2 pages); Exhibit #2 - Notice of Public Hearing mailed and posted (1 page); Exhibit #3 - listing of property owners notified (3 pages); Exhibit #4 - Notice of Public Hearing published (1 page); Exhibit #5 - Walters First Addition Preliminary Plat (1 page); Exhibit #6 - Walters First Addition Proposed Infrastructure Development (1 page); Exhibit #7 - Walters First Addition Infrastructure Feasibility Plan (1 page); Exhibit #8 - Land Use Application and attachments (5 pages); and Exhibit #9 - City of McCook Subdivision Regulations, Section 7. Procedures (1 page).

City Attorney Mustion accepted Exhibits #1 - #9 into evidence, took comment from city staff before opening to the public for comment.

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

Craig Bennett, Miller & Associates, reviewed Exhibit #5 - Preliminary Plat, Exhibit #6 - Proposed Infrastructure Development, and Exhibit #7 - Infrastructure Feasibility Plan with the Commission.

Commissioner discussion included the clarification that there will not be any residential structures within the designated complex area; sound regarding the proposed residential structures in close proximity of the complex; has discussion been held with utilities needed for the project, Mr. Bennett responded not yet, but utility right-of-ways are included in the plat; that the commission is only considering the preliminary plat at this time, that final plats will be approved in phases as development occurs, Walters First Addition will be the first plat considered; and that it is nice to see a planned out development for this city project.

Joan Stewart, 2103 N Highway 83, property owner to the north of the proposed development, expressed concerns with drainage and runoff onto their property. Drainage is already an issue with water coming from the west along the highway.

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

Bradley: YEA, Currier: YEA, Davidson: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA  
YEA: 7, NAY: 0, ABSENT: 3

2.B. Recommend the approval of a preliminary plat for the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recommend the approval of a preliminary plat for the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska. This motion, made by Vosburg and seconded by McDowell, passed.

Bradley: YEA, Currier: YEA, Davidson: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA  
YEA: 7, NAY: 0, ABSENT: 3

2.C. Update and discussion regarding the City of McCook's progress on a new Comprehensive Plan, Zoning Regulations, and Subdivision Regulations.

Discussion was held regarding the proposed Comprehensive Plan, Zoning Regulations, and Subdivision Regulations and how to proceed forward with approval of each.

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 6:25 P.M.

---

Lea Ann Doak, City Clerk-Treasurer  
Recording Secretary

**CITY MANAGER'S REPORT  
APRIL 7, 2025 MCCOOK CITY COUNCIL MEETING**

**3.C.**

**ITEM:** \_\_\_ Update and discussion regarding the City of McCook's progress on a new Comprehensive Plan, Zoning Regulations, and Subdivision Regulations.

---

**BACKGROUND:**

On February 26, 2025, the City of McCook held its final Comprehensive Plan, Zoning Regulations, and Subdivision Regulations steering committee meeting. Like the previous three meetings before, the February 26, 2025 meeting was open to the public and advertised as required by Nebraska law.

At this time, the City of McCook would like to discuss the proposed plan and regulations with the McCook Planning Commission to gain additional input prior to finalizing the documents. Craig Bennett of Miller & Associates will be present to assist with the discussions. A similar discussion was held out the August 31, 2025 McCook Planning Commission meeting.

**APPROVALS:**

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

April 2, 2025

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

April 2, 2025

**CITY MANAGER'S REPORT  
APRIL 7, 2025 CITY COUNCIL MEETING**

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**ITEM:**        **4.A.**

Approve the minutes of the March 17, 2025 regular Council meeting and the March 27, 2025 special Council meeting.

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**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**    None.

**APPROVALS:**

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Lea Ann Doak, City Clerk

April 2, 2025

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

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

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

Absent: None.

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, Public Works Director Potthoff, and Senior Services Director Siegfried.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on March 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 Jeff Donelan, McCook Evangelical Free 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 Schneider informed the Council that a special council meeting is scheduled for March 24, 2025 at noon and a Planning Commission meeting for March 31, 2025.

**2. Presentation.**

2.A. Presentation of the annual financial and cashflow update for the Water Utility and Sewer Utility funds as prepared by Public Financial Management, Inc.

Matt Stoffel, Public Financial Management, presented the annual financial and cashflow update for the Water Utility and Sewer Utility funds. The reports are utilized for necessary future rate increases, which will be presented for council review during the budget process.

**3. Consent Agenda.**

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

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

- 3.A. Approve the minutes of the March 3, 2025 regular City Council meeting.
- 3.B. Receive and file the claims for the month of February 2025, published March 7, 2025.
- 3.C. Approve Resolution No. 2025-04 providing for the incurring of indebtedness which may include reimbursements of expenditures made by the City in connection with construction of the sewer system project.
- 3.D. Adopt Resolution No. 2025-05, certifying that the City of McCook is considered to be capable of providing public transportation for its citizens for the two-year grant period consisting of fiscal year July 1, 2025 to June 30, 2026 and fiscal year July 1, 2026 to June 30, 2027.
- 3.E. Approve the request from the McCook Chamber of Commerce to close West "C" Street from the west side of Norris Avenue to the west side of West 1st Street, which will include the intersection, and West 1st Street from "B" Street to "C" Street on June 28, 2025 from 7:30 A.M. to Midnight for their Bash on the Bricks Event.
- 3.F. Approve the request from Tricia Wagner to close the following Streets for the 9th Annual Cruisin' the Bricks Cruise Night and Car Show: June 28, 2025 from 7:30 A.M. to 7:30 P.M. - West 2nd Street from "B" Street to halfway between West "C" Street and West "D" Street (including the intersection at West 2nd and "C" Street); West "C" Street from West 1st Street to West 3rd Street (including alleys and the intersection of West 2nd Street and West "C" Street; June 28, 2025 from 7:00 P.M. to 8:30 P.M. - West "C" Street from Norris Avenue to West 1st Street (including the alley); East "C" Street from Norris Avenue to East 1st Street (including the alley); including turning off the traffic signal at the intersection of Norris Avenue and "C" Street.
- 3.G. Approve an application from Telecom Construction to occupy City right-of-way for the purpose of replacing telephone cable for 302 East 4th Street.
- 3.H. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and one new above-ground 2'Lx2'Wx3'H pedestal at East "I" and Apollo Road.
- 3.I. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and one new ground-level vault at West "H" Street and West 14th Street.
- 3.J. Approve an application from Great Plains Communications to occupy city right-of-way for

the purpose of installing underground fiber optic conduit and cable at East "C" Street and Airport Road.

- 3.K. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and four new ground-level vaults at West 10th Street and West "M" Street.
- 3.L. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and three new ground-level vaults at West "O" Street and West 17th Street.
- 3.M. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and 1 new ground level vault at West 17th Street and West "N" Street.
- 3.N. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit and cable at West "Q" Street and West Fairacres.

**4. Regular Agenda.**

- 4.A. Consider Ordinance No. 2025-3099 authorizing the issuance and sale of municipal improvement bond anticipation notes, in one or more series, by the City of McCook, Nebraska, of the aggregate principal amount of not to exceed \$16,000,000 for the purpose of providing interim financing for a portion of the costs of constructing infrastructure improvements associated with the sports complex.

Mayor Taylor introduced Ordinance No. 2025-3099 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF MUNICIPAL IMPROVEMENT BOND ANTICIPATION NOTES, IN ONE OR MORE SERIES, OF THE CITY OF MCCOOK, NEBRASKA, OF THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SIXTEEN MILLION DOLLARS (\$16,000,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR A PORTION OF THE COSTS OF CONSTRUCTING INFRASTRUCTURE IMPROVEMENTS; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID NOTES; AND ORDERING THIS ORDINANCE PUBLISHED IN PAMPHLET OR ELECTRONIC FORM.

Ordinance No. 2025-3099 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. This motion, made by Muehlenkamp and seconded by Calvin, passed.

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

YEA: 5, NAY: 0

I move for final passage of Ordinance No. 2025-3099. This motion, made by Muehlenkamp and seconded by Rambali, passed.

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

YEA: 5, NAY: 0

Mayor Taylor stated for the record that Ordinance No. 2025-3099 is declared lawfully passed and adopted upon publication as required by law.

4.B. Update regarding the sports complex project.

City Manager Schneider gave an update of the sports complex project. Work continues with Mammoth Construction and Miller & Associates on the design of the complex, creation of the Walters Addition, and for needed infrastructure; the City's procurement policy is being reviewed related to the RCRP grant award and possible use the cooperative purchasing option with Mammoth Construction for constructing of the complex; if cooperative purchasing is allowable, dirt work can begin after completion of the plat; Tera and Jessica continue to work on available grants for the project; and that the City has been informed by Mid-Plains Community College that they are not going to move forward with participation in the complex project.

4.C. Discussion regarding potential revenue options for the City of McCook.

Discussion was held regarding potential revenue options - increasing the hotel occupation tax, adding an occupation tax on cell phones and increasing the land line occupation tax to be equal to that established for cell phones.

4.D. Consider Ordinance No. 2025-3100 amending the City of McCook Code of Ordinances Chapter 34, entitled "Purchasing Regulations", Subchapter "Purchasing Procedure" in Title III, "Administration", by amending the purchasing limit to \$50,000 to harmonize with state law.

Mayor Taylor introduced Ordinance No. 2025-3100 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 34, ENTITLED "PURCHASING REGULATIONS", SUBCHAPTER "PURCHASING PROCEDURE", IN TITLE III, "ADMINISTRATION", BY AMENDING THE PURCHASING LIMIT TO \$50,000 TO HARMONIZE WITH STATE LAW; 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. 2025-3100 has been introduced, read by title, and I move to approve upon its first

of three readings. This motion, made by Weedon and seconded by Muehlenkamp, passed.  
Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA  
YEA: 5, NAY: 0

4.E. Ordinance No. 2025-3096 establishing a means to convey City of McCook owned real estate/personal property to qualifying economic development organizations.

Mayor Taylor asked the Clerk to read Ordinance No. 2025-3096 by title.

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.

Ordinance No. 2025-3096 has been read by title and I move to approve upon its second of three readings. This motion, made by Calvin and seconded by Muehlenkamp, passed.  
Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA  
YEA: 5, NAY: 0

4.F. 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.

Mayor Taylor asked the Clerk to read Ordinance No. 2025-3097 by title.

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.

Ordinance No. 2025-3097 has been read by title and I move to approve upon its second of three readings. This motion, made by Muehlenkamp and seconded by Weedon, passed.  
Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA  
YEA: 5, NAY: 0

4.G. Ordinance No. 2025-3098 establishing the McCook Aquatic Park's pool fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2025-3098 by title.

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.

Ordinance No. 2025-3098 has been read by title and I move to approve upon its second of three readings. This motion, made by Taylor and seconded by Calvin, passed.

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

YEA: 5, NAY: 0

4.H. Council Comments.

There were no council comments.

**Adjournment.**

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 7:05 P.M.

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Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

McCook City Council  
March 27, 2025  
12:00 P.M.

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, special, and public session at 12:00 o'clock P.M. in the City Council Chambers.

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

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter, and Police Chief Hodgson.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on March 25, 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 and called the meeting to order.

1. Approve and authorize the Mayor to sign the Procurement Procedures and Code of Conduct as a condition of the receipt of State and Federal funds under the Rural Community Recovery Program (RCRP).

Motion to approve and authorize the Mayor to sign the Procurement Procedures and Code of Conduct as a condition of the receipt of State and Federal funds under the Rural Community Recovery Program (RCRP). This motion, made by Calvin and seconded by Rambali, passed.

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

2. Approve and authorize the Mayor to sign two Declaration of Covenants as a condition of the receipt of State and Federal funds under the Rural Community Recovery Program (RCRP).

Motion to approve and authorize the Mayor to sign two Declaration of Covenants as a condition of the receipt of State and Federal funds under the Rural Community Recovery Program (RCRP). This motion, made by Rambali and seconded by Weedon, passed.

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

3. Adopt Resolution No. 2025-06 approving the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement.

Motion to adopt Resolution No. 2025-06 approving the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement. This motion, made by Weedin and seconded by Muehlenkamp, passed.

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

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 12:12 P.M.

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Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
APRIL 7, 2025 CITY COUNCIL MEETING**

---

**ITEM:**        **4.B.**

Approve Resolution No. 2025-07 providing for the amendment of City of Appendix G: Parking Fees and Fines, of the City of McCook Code of Ordinances, increasing fines for parking violations from \$25 to \$50.

---

**BACKGROUND:**

Currently, the fine for a parking violation within the City of McCook is \$25. While this fine has been in place for some time, it is now clear that it is insufficient to effectively deter future violations. It is the hope of City staff that raising the fine will help reduce parking violations. After careful consideration and review of current practices, I am recommending an increase in the parking fine to \$50.

**FISCAL IMPACT:** None.

  
\_\_\_\_\_  
Nathaniel Mustion, City Attorney

April 1, 2025

**RESOLUTION NO. 2025-07**

A RESOLUTION PROVIDING FOR THE AMENDMENT OF APPENDIX G: PARKING FEES AND FINES, OF THE CITY OF MCCOOK CODE OF ORDINANCES, TITLE III - ADMINISTRATION, CHAPTER 38 - FEE SCHEDULE; AND REPEALING CONFLICTING RESOLUTIONS.

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

Section 1. City of McCook Code of Ordinances, Title III - Administration, Chapter 38 - Fee Schedule, Appendix G: Parking Fees and Fines, shall be amended to read as follows:

**APPENDIX G: PARKING FEES AND FINES**

(A) *Parking fine.* Pursuant to § 72.51 of this code, the penalty for all violations of all parking regulations, zones, and ordinances, where specific penalties are not otherwise set out, shall be ~~\$25~~ **\$50** for each violation.

(B) *Parking penalty.* The minimum penalty for a violation of the provisions of Chapter 74, Schedule I of this code of ordinances shall be ~~\$25~~ **\$50**. The maximum penalty shall be as provided in Neb. RS 18-1741.02. (Res. 1179, passed 3-22-1983; Res. 1248, passed 10-7-1985; Res. 95-07, passed 4-3-1995)

Section 2. This resolution shall repeal Resolution No. 95-07, and any other resolution in conflict herewith.

PASSED AND APPROVED THIS 7<sup>th</sup> day of April, 2025.

---

Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
APRIL 7, 2025 CITY COUNCIL MEETING**

---

**ITEM:**        **4.C.**

Receive and file the Financial Report for the period ending February 28, 2025.

---

**BACKGROUND:**

The Treasurer's Report (Attachment A) gives the beginning cash balances as of October 1, 2024, plus Total (YTD) Receipts, minus Total (YTD) Disbursements, giving the ending cash balance on February 28, 2025.

Per the Banking Services Agreement with McCook National Bank, all funds are deposited into the Public Funds Account at a higher rate of interest. The bank then sweeps in increments of \$100,000 to the Primary Operating Account to cover disbursements as they clear the bank. That is why the Ending Cash Balance in the Primary Operating Account is (\$47,530.18), issued checks had not yet cleared the bank. The Payroll Account is also a sweep account and maintains a \$1,000 balance.

All of the bank accounts are interest bearing, except the Payroll Account and the Purchase Account. The Purchase Account is our VISA credit card.

Attachment B gives the ending cash balances by fund as of February 28, 2025.

Attachment C is a Financial Summary of Revenue and Expense by Fund for the quarter ending February 28, 2025.

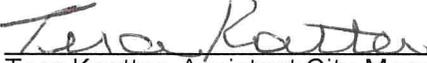
Staff is always available to address any questions that the Council may have. The Department Heads receive monthly financial reports and it is their responsibility to monitor their individual budgets. It is the bottom-line per department that is monitored. If they go over on a line item, they must adjust for it in another line item.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

March 31, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

March 31, 2025

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

March 31, 2025

# ATTACHMENT

A

City of McCook, Nebraska  
 TREASURER'S REPORT  
 Period Ending: February 28, 2025 (unaudited)

Beginning Cash on Hand, October 1, 2024		
McCook National Bank - Public Funds	\$ 24,315,060.36	
McCook National Bank - Primary Operating	\$ (379,658.88)	
McCook National Bank - LB840 Funds	\$ 1,447,404.48	
McCook National Bank - Payroll	\$ 1,000.00	
McCook National Bank - CRA	\$ 57.93	
Purchases Account	\$ 10,000.00	
Petty Cash	\$ 1,350.00	
NDEQ Irrevocable Escrow	\$ 95,550.62	
McCook National Bank - Pension	\$ 5,824.78	
<b>TOTAL BEGINNING CASH</b>		<b>\$ 25,496,589.29</b>
Receipts:		
Taxes	\$ 2,838,392.48	
Fees, Permits and Licenses	\$ 232,842.85	
Intergovernmental Services	\$ 801,277.01	
Charges - Current Services	\$ 1,035,796.05	
Public Utilities	\$ 1,946,143.32	
Use of Money & Property	\$ 1,047,257.13	
Interfund Transfers	\$ 2,156,502.99	
Other Revenue	\$ 1,423,555.39	
Unapplied/Accounts Payable	\$ 5,525.10	
<b>PLUS TOTAL RECEIPTS</b>		<b>\$ 11,487,292.32</b>
Disbursements:		
Personal Services	\$ 3,586,684.34	
Supplies	\$ 889,951.86	
Services & Charges	\$ 4,343,242.00	
Budget Transfers	\$ 1,317,991.09	
Capital Outlay	\$ 4,730,963.78	
Unapplied/Accounts Payable	\$ 2,117.99	
<b>MINUS TOTAL DISBURSEMENTS</b>		<b>\$ 14,870,951.06</b>
Ending Cash Balance February 28, 2025		
McCook National Bank - Public Funds	\$ 20,447,840.06	
McCook National Bank - Primary Operating	\$ (47,530.18)	
McCook National Bank - LB840 Funds	\$ 1,582,420.65	
McCook National Bank - Payroll	\$ 1,000.00	
McCook National Bank - CRA	\$ 57.93	
Petty Cash	\$ 1,150.00	
Purchase Account	\$ 10,000.00	
NDEQ Irrevocable Escrow	\$ 97,857.50	
McCook National Bank - Pension	\$ 20,134.59	
<b>TOTAL ENDING CASH</b>	<b>\$ 22,112,930.55</b>	<b>\$ 22,112,930.55</b>

Dated: February 28, 2025

-s- Lea Ann Doak, City Clerk

# ATTACHMENT B

City of McCook, Nebraska  
TREASURER'S REPORT  
CASH BALANCE BY FUNDS  
Period Ending February 28, 2025 (unaudited)

Beginning Cash on Hand, October 1, 2024	Beginning Cash	YTD Revenue	YTD Expenditures	Ending Cash
General Fund - 10	\$ 4,025,975.45	\$ 3,562,476.67	\$ 4,223,350.88	\$ 3,365,101.24
General Fund Unapplied/Accts. Payable	\$ 1,706.92	\$ 5,525.10	\$ 2,117.99	\$ 5,114.03
Street Fund - 15	\$ 753,754.66	\$ 6,961.00	\$ 573,263.70	\$ 187,451.96
Special Revenue - 20	\$ 4,952,991.65	\$ 384,440.95	\$ 1,931,588.47	\$ 3,405,844.13
Special Revenue Unapplied/Accts. Payable	\$ -		\$ -	\$ -
Debt Service - 30	\$ 432,946.43	\$ 2,066.00	\$ 250,000.00	\$ 185,012.43
Community Redevelopment Authority - 40	\$ 125,817.36	\$ 174,958.11	\$ 191,996.46	\$ 108,779.01
Economic Development Fund - 45	\$ 1,466,605.53	\$ 264,923.45	\$ 633,214.69	\$ 1,098,314.29
Pension Trust - 50	\$ 5,824.78	\$ 19,028.30	\$ 4,718.49	\$ 20,134.59
Trust & Agency - 60	\$ 374,512.19	\$ 62,889.12	\$ 30,356.33	\$ 407,044.98
Trust & Agency Unapplied/Accts. Payable			\$ -	\$ -
Internal Service Fund - 65	\$ 1,457,154.51	\$ 1,234,960.77	\$ 1,680,147.98	\$ 1,011,967.30
Enterprise Fund - 70	\$ 9,781,991.53	\$ 5,034,028.29	\$ 4,373,088.25	\$ 10,442,931.57
Enterprise Fund Unapplied/Accts. Payable	\$ 40.80	\$ -	\$ -	\$ 40.80
Capital Improvement - 80	\$ 2,117,267.48	\$ 735,034.56	\$ 977,107.82	\$ 1,875,194.22
Capital Improve Unapplied/Accts. Payable			\$ -	\$ -
<b>BALANCES</b>	<b>\$ 25,496,589.29</b>	<b>\$ 11,487,292.32</b>	<b>\$ 14,870,951.06</b>	<b>\$ 22,112,930.55</b>

Dated: February 28, 2025

-s- Lea Ann Doak, City Clerk

# ATTACHMENT C

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: FEBRUARY 28TH, 2025

10 -GENERAL FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
GENERAL REVENUE	12,378,986	12,378,986	783,330.19	3,508,408.38	3,206,732.81	8,870,577.62	71.66
RESERVES/CO TREASURER BAL	<u>2,008,628</u>	<u>2,008,628</u>	<u>22,386.00</u>	<u>54,068.29</u>	<u>42,938.39</u>	<u>1,954,559.71</u>	<u>97.31</u>
<b>TOTAL REVENUES</b>	<b>14,387,614</b>	<b>14,387,614</b>	<b>805,716.19</b>	<b>3,562,476.67</b>	<b>3,249,671.20</b>	<b>10,825,137.33</b>	<b>75.24</b>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ADMINISTRATION	1,007,266	1,007,266	71,600.62	388,711.19	319,903.44	618,554.81	61.41
PUBLICITY	6,950	6,950	319.74	2,151.60	2,420.44	4,798.40	69.04
AUDITORIUM	88,291	88,291	3,168.01	56,177.07	38,462.41	32,113.93	36.37
COUNCIL	764,177	764,177	67,389.78	341,080.78	189,848.71	423,096.22	55.37
POLICE	2,447,050	2,447,050	132,435.07	814,938.85	803,505.20	1,632,111.15	66.70
MUNICIPAL CENTER	169,944	169,944	11,332.37	110,877.08	63,029.11	59,066.92	34.76
FIRE	2,562,547	2,562,547	89,258.51	618,699.64	591,451.67	1,943,847.36	75.86
AMBULANCE	531,410	531,410	7,430.09	51,886.15	45,869.93	479,523.85	90.24
CIVIL DEFENSE	10,939	10,939	31.58	1,086.66	728.05	9,852.34	90.07
BUILDING & ZONING	107,175	107,175	7,001.29	45,476.14	42,026.10	61,698.86	57.57
LIBRARY	462,401	462,401	35,494.36	181,579.87	158,226.76	280,821.13	60.73
STREET	1,384,911	1,384,911	84,689.78	479,685.01	507,154.06	905,225.99	65.36
CEMETERY	240,412	240,412	11,438.67	87,077.71	80,433.57	153,334.29	63.78
PARKS	286,412	286,412	13,484.14	98,195.85	116,353.60	188,216.15	65.72
BALL PARKS	146,325	146,325	5,916.55	55,692.18	38,841.23	90,632.82	61.94
POOL	253,290	253,290	496.20	3,456.53	964.11	249,833.47	98.64
AIRPORT	197,233	197,233	11,837.11	87,027.41	84,836.39	110,205.59	55.88
UNEMPLOYMENT	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
UNCOLLECTABLE TAX	18,000	18,000	810.99	4,921.90	3,487.20	13,078.10	72.66
SENIOR CENTER	543,449	543,449	33,758.94	204,633.69	199,233.27	338,815.31	62.35
PUBLIC TRANSPORTATION	214,662	214,662	15,698.39	87,369.92	79,415.16	127,292.08	59.30
HEALTH OPERATING	916,900	916,900	76,408.33	382,041.65	382,041.65	534,858.35	58.33
RESERVES/CO TREASURER BAL	<u>683,628</u>	<u>683,628</u>	<u>0.00</u>	<u>120,584.00</u>	<u>89,826.61</u>	<u>563,044.00</u>	<u>82.36</u>
<b>TOTAL EXPENDITURES</b>	<b>13,053,372</b>	<b>13,053,372</b>	<b>680,000.52</b>	<b>4,223,350.88</b>	<b>3,838,058.67</b>	<b>8,830,021.12</b>	<b>67.65</b>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	1,334,242	1,334,242	125,715.67	( 660,874.21)	( 588,387.47)	1,995,116.21	149.53

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: FEBRUARY 28TH, 2025

15 -STREET FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
STREET IMPROVEMENTS	563,774	563,774	0.00	6,961.00	10,495.00	556,813.00	98.77
TOTAL REVENUES	563,774	563,774	0.00	6,961.00	10,495.00	556,813.00	98.77
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
STREET IMPROVEMENTS	563,774	563,774	0.00	573,263.70	0.00	( 9,489.70)	1.68-
TOTAL EXPENDITURES	563,774	563,774	0.00	573,263.70	0.00	( 9,489.70)	1.68-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	0.00	( 566,302.70)	10,495.00	566,302.70	0.00

CITY OF MCCOOK  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: FEBRUARY 28TH, 2025

20 -SPECIAL REVENUE  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
FAA GRANTS	64,500	64,500	5,644.00	9,631.00	12,336.00	54,869.00	85.07
PUBLIC TRANSIT GRANTS	128,258	128,258	0.00	0.00	0.00	128,258.00	100.00
ACE REVENUE SHARING	0	0	20,932.00	21,214.00	20,636.00	21,214.00	0.00
MCCOOK RECREATIONAL TRAIL	57,986	57,986	0.00	657.00	1,082.00	57,329.00	98.87
CCCF GRANT-SWIMMING POOL	0	0	0.00	0.00	0.00	0.00	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	135,997	135,997	0.00	1,291.00	2,773.00	134,706.00	99.05
ENHANCED E911	79,040	79,040	3,769.92	13,159.57	7,561.03	65,880.43	83.35
INSURANCE REIMBURSEMENT	462,804	462,804	0.00	52,138.79	8,467.00	410,665.21	88.73
PSAP FUNDS	62,579	62,579	4,617.46	28,088.76	20,600.90	34,490.24	55.11
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AME RESCUE PLAN ACT-ARPA	203,563	203,563	0.00	2,346.00	5,843.00	201,217.00	98.85
BIRDELLA NELSON TECH CTR	25,000	25,000	0.00	0.00	0.00	25,000.00	100.00
SWIMMING POOL PROJECT	55,791	55,791	0.00	0.00	97,185.00	55,791.00	100.00
DISC GOLF PROJECT	22,700	22,700	0.00	2,657.00	0.00	20,043.00	88.30
PLAYGROUND EQUIPMENT PROJ	850,000	850,000	41,000.00	224,963.08	0.00	625,036.92	73.53
CCCF GRANT-CREATIVE DIST	180,000	180,000	0.00	1,033.00	0.00	178,967.00	99.43
SPORTS COMPLEX PROJECT	2,471,500	2,471,500	0.00	27,261.75	0.00	2,444,238.25	98.90
<b>TOTAL REVENUES</b>	<b>4,839,145</b>	<b>4,839,145</b>	<b>75,963.38</b>	<b>384,440.95</b>	<b>176,483.93</b>	<b>4,454,704.05</b>	<b>92.06</b>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	64,500	64,500	9,886.08	9,886.08	29,057.75	54,613.92	84.67
PUBLIC TRANSIT GRANTS	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00
ACE REVENUE SHARING	28,258	28,258	0.00	3,007.50	0.00	25,250.50	89.36
MCCOOK RECREATIONAL TRAIL	57,986	57,986	0.00	0.00	1,021.25	57,986.00	100.00
CCCF GRANT-SWIMMING POOL	0	0	0.00	0.00	0.00	0.00	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	0.00	0.00	0.00	0.00
COVID-19 CARES ACT	135,997	135,997	0.00	21,483.00	21,138.00	114,514.00	84.20
ENHANCED E911	79,040	79,040	0.00	1,800.00	1,800.00	77,240.00	97.72
INSURANCE REIMBURSEMENT	462,804	462,804	10,275.78	186,051.10	0.00	276,752.90	59.80
PSAP FUNDS	62,579	62,579	1,648.69	16,245.30	20,016.23	46,333.70	74.04
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AME RESCUE PLAN ACT-ARPA	203,563	203,563	0.00	0.00	31,414.80	203,563.00	100.00
BIRDELLA NELSON TECH CTR	25,000	25,000	0.00	0.00	0.00	25,000.00	100.00
SWIMMING POOL PROJECT	55,791	55,791	0.00	6,520.00	2,138,791.10	49,271.00	88.31
DISC GOLF PROJECT	22,700	22,700	0.00	1,620.00	0.00	21,080.00	92.86
PLAYGROUND EQUIPMENT PROJ	850,000	850,000	0.00	0.00	0.00	850,000.00	100.00
CCCF GRANT-CREATIVE DIST	180,000	180,000	0.00	0.00	0.00	180,000.00	100.00
SPORTS COMPLEX PROJECT	2,471,500	2,471,500	68,582.69	1,684,975.49	0.00	786,524.51	31.82
<b>TOTAL EXPENDITURES</b>	<b>4,839,145</b>	<b>4,839,145</b>	<b>90,393.24</b>	<b>1,931,588.47</b>	<b>2,243,239.13</b>	<b>2,907,556.53</b>	<b>60.08</b>
	=====	=====	=====	=====	=====	=====	=====
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>( 14,429.86)</b>	<b>( 1,547,147.52)</b>	<b>( 2,066,755.20)</b>	<b>1,547,147.52</b>	<b>0.00</b>

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: FEBRUARY 28TH, 2025

30 -DEBT SERVICE  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	432,292	432,292	0.00	2,066.00	7,990.00	430,226.00	99.52
BOND RESERVE	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	432,292	432,292	0.00	2,066.00	7,990.00	430,226.00	99.52
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	432,292	432,292	0.00	250,000.00	0.00	182,292.00	42.17
BOND RESERVE	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	432,292	432,292	0.00	250,000.00	0.00	182,292.00	42.17
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	0.00	( 247,934.00)	7,990.00	247,934.00	0.00

CITY OF MCCOOK  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: FEBRUARY 28TH, 2025

40 -COMMUNITY DEVELOPMENT  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
KEYSTONE BUS CENTER PROJ	31,000	31,000	3,208.59	3,208.59	0.00	27,791.41	89.65
CITY INVESTMENTS	133,691	133,691	0.00	634.00	1,615.00	133,057.00	99.53
NORTH POINTE	40,000	40,000	2,953.02	2,953.02	0.00	37,046.98	92.62
CLARY VILLAGE LLC	9,500	9,500	701.07	4,134.88	3,521.43	5,365.12	56.47
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	5,422.56	5,422.56	0.00	54,577.44	90.96
QUILLAN COURTS	15,000	15,000	740.80	5,940.80	6,253.28	9,059.20	60.39
MCCOOK LODGING/HOLIDAY I	100,000	100,000	9,483.29	9,483.29	43,479.22	90,516.71	90.52
NEXT GENERATION	260,000	260,000	25,736.41	135,595.11	0.00	124,404.89	47.85
N-STANT CONVENIENCE	6,000	6,000	505.31	505.31	0.00	5,494.69	91.58
BLACKWOOD ENTERPRISES	10,000	10,000	1,459.35	6,482.05	3,145.12	3,517.95	35.18
MEDC INFILL HOUSING	6,000	6,000	512.00	512.00	2,132.46	5,488.00	91.47
ENG INTL - RESTORED HOMES	10,000	10,000	86.50	86.50	0.00	9,913.50	99.14
NORTH POINTE II	35,000	35,000	0.00	0.00	0.00	35,000.00	100.00
MCK BUSINESS PK PHASE II	170,000	170,000	0.00	0.00	0.00	170,000.00	100.00
ELEVATE WELLNESS	24,000	24,000	0.00	0.00	0.00	24,000.00	100.00
R PERRY DEVELOPMENT	17,055	17,055	0.00	0.00	0.00	17,055.00	100.00
<b>TOTAL REVENUES</b>	<b>927,246</b>	<b>927,246</b>	<b>50,808.90</b>	<b>174,958.11</b>	<b>60,146.51</b>	<b>752,287.89</b>	<b>81.13</b>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	0.00	0.00	31,000.00	100.00
CITY INVESTMENTS	133,691	133,691	0.00	65,000.00	82.00	68,691.00	51.38
NORTH POINTE	40,000	40,000	0.00	0.00	0.00	40,000.00	100.00
CLARY VILLAGE LLC	9,500	9,500	0.00	3,433.81	3,521.43	6,066.19	63.85
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	0.00	0.00	60,000.00	100.00
QUILLAN COURTS	15,000	15,000	0.00	8,681.25	4,749.16	6,318.75	42.13
MCCOOK LODGING/HOLIDAY I	100,000	100,000	0.00	0.00	43,479.22	100,000.00	100.00
NEXT GENERATION	260,000	260,000	0.00	109,858.70	0.00	150,141.30	57.75
N-STANT CONVENIENCE	6,000	6,000	0.00	0.00	0.00	6,000.00	100.00
BLACKWOOD ENTERPRISES	10,000	10,000	0.00	5,022.70	3,335.00	4,977.30	49.77
MEDC INFILL HOUSING	6,000	6,000	0.00	0.00	0.00	6,000.00	100.00
ENG INTL - RESTORED HOMES	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
NORTH POINTE II	35,000	35,000	0.00	0.00	0.00	35,000.00	100.00
MCK BUSINESS PK PHASE II	170,000	170,000	0.00	0.00	0.00	170,000.00	100.00
ELEVATE WELLNESS	24,000	24,000	0.00	0.00	0.00	24,000.00	100.00
R PERRY DEVELOPMENT	17,055	17,055	0.00	0.00	0.00	17,055.00	100.00
<b>TOTAL EXPENDITURES</b>	<b>927,246</b>	<b>927,246</b>	<b>0.00</b>	<b>191,996.46</b>	<b>55,166.81</b>	<b>735,249.54</b>	<b>79.29</b>
	=====	=====	=====	=====	=====	=====	=====
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>50,808.90</b>	<b>( 17,038.35)</b>	<b>4,979.70</b>	<b>17,038.35</b>	<b>0.00</b>

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: FEBRUARY 28TH, 2025

45 -ECONOMIC DEVELOPMENT FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
ECONOMIC DEVELOPMENT FUN	<u>1,955,927</u>	<u>1,955,927</u>	<u>53,860.35</u>	<u>264,923.45</u>	<u>318,429.87</u>	<u>1,691,003.55</u>	<u>86.46</u>
TOTAL REVENUES	<u>1,955,927</u>	<u>1,955,927</u>	<u>53,860.35</u>	<u>264,923.45</u>	<u>318,429.87</u>	<u>1,691,003.55</u>	<u>86.46</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ECONOMIC DEVELOPMENT FUN	<u>1,955,927</u>	<u>1,955,927</u>	<u>12,683.00</u>	<u>633,214.69</u>	<u>179,416.73</u>	<u>1,322,712.31</u>	<u>67.63</u>
TOTAL EXPENDITURES	<u>1,955,927</u>	<u>1,955,927</u>	<u>12,683.00</u>	<u>633,214.69</u>	<u>179,416.73</u>	<u>1,322,712.31</u>	<u>67.63</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	41,177.35 (	368,291.24)	139,013.14	368,291.24	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: FEBRUARY 28TH, 2025

50 -PENSION TRUST  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
POLICE OFFICER DISABILIT	<u>24,817</u>	<u>24,817</u>	<u>0.00</u>	<u>19,028.30</u>	<u>34,215.17</u>	<u>5,788.70</u>	<u>23.33</u>
TOTAL REVENUES	<u>24,817</u>	<u>24,817</u>	<u>0.00</u>	<u>19,028.30</u>	<u>34,215.17</u>	<u>5,788.70</u>	<u>23.33</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
POLICE OFFICER DISABILIT	<u>24,817</u>	<u>24,817</u>	<u>0.00</u>	<u>4,718.49</u>	<u>22,017.15</u>	<u>20,098.51</u>	<u>80.99</u>
TOTAL EXPENDITURES	<u>24,817</u>	<u>24,817</u>	<u>0.00</u>	<u>4,718.49</u>	<u>22,017.15</u>	<u>20,098.51</u>	<u>80.99</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	0.00	14,309.81	12,198.02 (	14,309.81)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: FEBRUARY 28TH, 2025

60 -AGENCY FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
PERPETUAL CARE	138,203	138,203	1,500.00	8,445.00	5,313.00	129,758.00	93.89
SENIOR CENTER CONTRIBUTIO	144,060	144,060	125.00	7,768.00	11,275.00	136,292.00	94.61
SCHOOL	8,050	8,050	425.00	2,980.00	1,355.00	5,070.00	62.98
FIRE CONTRIBUTIONS	5,899	5,899	0.00	10,532.40	100.00 (	4,633.40)	78.55-
LIBRARY MEMORIAL	57,664	57,664	0.00	5,100.00	200.00	52,564.00	91.16
COMMUNITY BETTERMENT	96,645	96,645	3,993.24	23,357.27	31,732.63	73,287.73	75.83
DARE CONTRIBUTIONS	1,598	1,598	0.00	1,500.00	200.00	98.00	6.13
PUBLIC WORKS CONTRIBUTION	10,484	10,484	40.00	3,106.45	1,300.70	7,377.55	70.37
AMBULANCE CONTRIBUTIONS	15,804	15,804	0.00	0.00	670.00	15,804.00	100.00
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	25,592	25,592	100.00	100.00	152.96	25,492.00	99.61
FIRE TRAINING TRAILER	11,448	11,448	0.00	0.00	100.00	11,448.00	100.00
TOTAL REVENUES	519,763	519,763	6,183.24	62,889.12	52,399.29	456,873.88	87.90
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	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
PERPETUAL CARE	138,203	138,203	0.00	0.00	3,525.00	138,203.00	100.00
SENIOR CENTER CONTRIBUTIO	144,060	144,060	0.00	0.00	0.00	144,060.00	100.00
SCHOOL	8,050	8,050	425.00	2,555.00	1,340.00	5,495.00	68.26
FIRE CONTRIBUTIONS	5,899	5,899	0.00	292.36	473.52	5,606.64	95.04
LIBRARY MEMORIAL	57,664	57,664	0.00	2,477.26	3,026.36	55,186.74	95.70
COMMUNITY BETTERMENT	96,645	96,645	0.00	23,669.00	35,446.00	72,976.00	75.51
DARE CONTRIBUTIONS	1,598	1,598	0.00	1,012.71	1,322.97	585.29	36.63
PUBLIC WORKS CONTRIBUTION	10,484	10,484	0.00	0.00	0.00	10,484.00	100.00
AMBULANCE CONTRIBUTIONS	15,804	15,804	0.00	350.00	0.00	15,454.00	97.79
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	25,592	25,592	0.00	0.00	0.00	25,592.00	100.00
FIRE TRAINING TRAILER	11,448	11,448	0.00	0.00	0.00	11,448.00	100.00
TOTAL EXPENDITURES	519,763	519,763	425.00	30,356.33	45,133.85	489,406.67	94.16
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REVENUES OVER/(UNDER) EXPENDITURES	0	0	5,758.24	32,532.79	7,265.44 (	32,532.79)	0.00

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: FEBRUARY 28TH, 2025

65 -INTERNAL SERVICE FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
FLEX DEPENDENT CARE	1,043	1,043	0.00	( 1,042.81)	4,550.00	2,085.81	199.98
FLEX - MEDICAL	60,563	60,563	2,498.82	13,588.78	13,604.49	46,974.22	77.56
SELF INSURED HEALTH INSUR	<u>3,428,390</u>	<u>3,428,390</u>	<u>202,417.54</u>	<u>1,222,414.80</u>	<u>1,448,724.44</u>	<u>2,205,975.20</u>	<u>64.34</u>
TOTAL REVENUES	<u>3,489,996</u>	<u>3,489,996</u>	<u>204,916.36</u>	<u>1,234,960.77</u>	<u>1,466,878.93</u>	<u>2,255,035.23</u>	<u>64.61</u>
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FLEX DEPENDENT CARE	1,043	1,043	0.00	0.00	0.00	1,043.00	100.00
FLEX - MEDICAL	60,563	60,563	961.31	11,098.17	12,576.62	49,464.83	81.67
SELF INSURED HEALTH INSUR	<u>3,428,390</u>	<u>3,428,390</u>	<u>390,912.97</u>	<u>1,669,049.81</u>	<u>1,161,027.86</u>	<u>1,759,340.19</u>	<u>51.32</u>
TOTAL EXPENDITURES	<u>3,489,996</u>	<u>3,489,996</u>	<u>391,874.28</u>	<u>1,680,147.98</u>	<u>1,173,604.48</u>	<u>1,809,848.02</u>	<u>51.86</u>
REVENUES OVER/(UNDER) EXPENDITURES	0	0	( 186,957.92)	( 445,187.21)	293,274.45	445,187.21	0.00

CITY OF MCCOOK  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: FEBRUARY 28TH, 2025

70 -ENTERPRISE FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<b>REVENUE SUMMARY</b>							
SOLID WASTE-LANDFILL POST	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE - RECYCLING	231,800	231,800	5,806.46	29,416.40	32,116.00	202,383.60	87.31
SOLID WASTE - COLLECTION	1,037,315	1,037,315	78,333.35	407,980.26	394,906.96	629,334.74	60.67
SOLID WASTE - TRANSFER ST	1,595,973	1,595,973	81,911.90	499,782.07	491,373.11	1,096,190.93	68.68
LANDFILL RESERVE	729,107	729,107	0.00	30,159.00	52,361.00	698,948.00	95.86
SOLID WASTE - DISPOSAL	854,182	854,182	43,095.76	509,806.66	222,347.10	344,375.34	40.32
WATER MAINTENANCE & OPERA	4,894,275	4,894,275	192,197.54	1,232,346.81	1,084,051.95	3,661,928.19	74.82
WATER BOND & INTEREST RED	1,281,034	1,281,034	0.00	112,518.00	184,617.00	1,168,516.00	91.22
WATER CAPITAL - REPLACEME	23,017,719	23,017,719	0.00	702,569.00	206,661.00	22,315,150.00	96.95
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	187,833	187,833	0.00	1,740.50	4,159.98	186,092.50	99.07
SEWER MAINTENANCE & OPERA	3,669,269	3,669,269	159,906.88	840,372.64	783,465.00	2,828,896.36	77.10
SEWER BOND & INTEREST RES	136,010	136,010	0.00	1,510.00	2,470.00	134,500.00	98.89
SEWER CAPITAL - REPLACEME	15,470,844	15,470,844	0.00	123,271.00	205,829.00	15,347,573.00	99.20
SEWER CAPITAL - DEVELOPME	1,540	1,540	0.00	23.00	46.00	1,517.00	98.51
COMBINED UTILITIES	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
ELECTRIC UTILITY	<u>1,330,000</u>	<u>1,330,000</u>	<u>119,344.92</u>	<u>542,532.95</u>	<u>548,147.46</u>	<u>787,467.05</u>	<u>59.21</u>
<b>TOTAL REVENUES</b>	<b>54,937,747</b>	<b>54,937,747</b>	<b>680,596.81</b>	<b>5,034,028.29</b>	<b>4,212,551.56</b>	<b>49,903,718.71</b>	<b>90.84</b>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
SOLID WASTE-LANDFILL POST	14,550	14,550	1,176.89	1,444.39	3,588.60	13,105.61	90.07
SOLID WASTE - RECYCLING	282,795	282,795	10,949.79	58,732.58	52,811.13	224,062.42	79.23
SOLID WASTE - COLLECTION	1,037,315	1,037,315	53,127.09	387,378.25	383,921.65	649,936.75	62.66
SOLID WASTE - TRANSFER ST	1,530,428	1,530,428	97,692.71	692,486.96	513,324.92	837,941.04	54.75
LANDFILL RESERVE	729,107	729,107	0.00	154,470.00	299,557.00	574,637.00	78.81
SOLID WASTE - DISPOSAL	854,182	854,182	42,729.95	509,806.66	222,347.10	344,375.34	40.32
WATER MAINTENANCE & OPERA	4,894,275	4,894,275	162,659.20	1,056,747.48	1,071,226.94	3,837,527.52	78.41
WATER BOND & INTEREST RED	1,281,034	1,281,034	0.00	59,475.18	51,603.18	1,221,558.82	95.36
WATER CAPITAL - REPLACEME	23,017,719	23,017,719	2,861.75	143,989.10	303,843.39	22,873,729.90	99.37
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	187,833	187,833	0.00	0.00	0.00	187,833.00	100.00
SEWER MAINTENANCE & OPERA	3,669,269	3,669,269	75,476.28	660,517.43	705,365.63	3,008,751.57	82.00
SEWER BOND & INTEREST RES	136,010	136,010	0.00	0.00	0.00	136,010.00	100.00
SEWER CAPITAL - REPLACEME	15,470,844	15,470,844	16,107.00	105,507.27	69,668.81	15,365,336.73	99.32
SEWER CAPITAL - DEVELOPME	1,540	1,540	0.00	0.00	0.00	1,540.00	100.00
COMBINED UTILITIES	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
ELECTRIC UTILITY	<u>1,330,000</u>	<u>1,330,000</u>	<u>119,344.92</u>	<u>542,532.95</u>	<u>548,147.46</u>	<u>787,467.05</u>	<u>59.21</u>
<b>TOTAL EXPENDITURES</b>	<b>54,937,747</b>	<b>54,937,747</b>	<b>582,125.58</b>	<b>4,373,088.25</b>	<b>4,225,405.81</b>	<b>50,564,658.75</b>	<b>92.04</b>
	=====	=====	=====	=====	=====	=====	=====
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>98,471.23</b>	<b>660,940.04</b>	<b>( 12,854.25)</b>	<b>( 660,940.04)</b>	<b>0.00</b>

CITY OF MCCOOK  
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
 AS OF: FEBRUARY 28TH, 2025

80 -CAPITAL IMPROVEMENTS FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
2022 RECREATION BOND	2,037,734	2,037,734	100,471.11	464,104.91	482,275.99	1,573,629.09	77.22
CAPITAL IMPROVE 2018	994,203	994,203	53,333.33	269,661.65	281,499.65	724,541.35	72.88
CAPITAL IMPROVE PRE 2018	<u>442,248</u>	<u>442,248</u>	<u>0.00</u>	<u>1,268.00</u>	<u>8,387.00</u>	<u>440,980.00</u>	<u>99.71</u>
TOTAL REVENUES	<u>3,474,185</u>	<u>3,474,185</u>	<u>153,804.44</u>	<u>735,034.56</u>	<u>772,162.64</u>	<u>2,739,150.44</u>	<u>78.84</u>
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
2022 RECREATION BOND	2,037,734	2,037,734	215,608.26	215,608.26	165,666.66	1,822,125.74	89.42
CAPITAL IMPROVE 2018	994,203	994,203	2,769.05	429,201.56	53,197.00	565,001.44	56.83
CAPITAL IMPROVE PRE 2018	<u>442,248</u>	<u>442,248</u>	<u>0.00</u>	<u>332,298.00</u>	<u>14,937.50</u>	<u>109,950.00</u>	<u>24.86</u>
TOTAL EXPENDITURES	<u>3,474,185</u>	<u>3,474,185</u>	<u>218,377.31</u>	<u>977,107.82</u>	<u>233,801.16</u>	<u>2,497,077.18</u>	<u>71.88</u>
REVENUES OVER/(UNDER) EXPENDITURES	0	0	( 64,572.87)	( 242,073.26)	538,361.48	242,073.26	0.00

**CITY MANAGER'S REPORT  
APRIL 7, 2025 MCCOOK CITY COUNCIL MEETING**

**4.D.**  
ITEM NO. \_\_\_ Approve a lease between the City of McCook and Frenchman Valley Cooperative, Inc. to allow a lease of land at the Ben Nelson Regional Airport for chemical spraying operations.

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**BACKGROUND:**

Frenchman Valley Coop is interested in leasing a concrete pad located at the Ben Nelson Regional Airport for its spray operations. Following the bankruptcy filing by Red Willow Aviation, the concrete pad is currently available to lease. The City and Frenchman Valley Coop have negotiated terms that both parties agree upon. The City will lease the concrete pad to Frenchman Valley Coop for a period of 5 years with an automatic renewal provision. The annual rent will be set at \$4,000, with an automatic escalator clause of 3% per annum included for the first five years. At the expiration of five years, if the rollover option is exercised, the parties will negotiate rent terms. The agreement is non-exclusive, allowing for a potential FBO to operate a chemical spray business in the same location.

At a meeting held on March 25, 2025, the Airport Advisory Board unanimously voted to recommend approval of the lease agreement to the McCook City Council.

**APPROVALS:**

  
\_\_\_\_\_

April 2, 2025

Nathan A. Schneider, City Manager

  
\_\_\_\_\_

April 2, 2025

Lea Ann Doak, City Clerk

  
\_\_\_\_\_

April 2, 2025

Kyle Potthoff, Public Works Director

## LEASE AGREEMENT

This Lease Agreement to lease land and conduct commercial aeronautical operations (“Lease”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of McCook, Nebraska, (“Landlord”), and Frenchman Valley Cooperative, Inc. (“Tenant”), with its principal offices at 202 Broadway, Imperial, Nebraska (address). The Lease shall become effective on \_\_\_\_\_ (“Effective Date”).

Landlord owns and has clear title to a tract of land consisting of \_\_\_\_\_ acres (or \_\_\_\_\_ sq. ft) which are part of the McCook Ben Nelson Regional Airport (the “Airport”) premises and legally described as:

SEE DESCRIPTION SET FORTH IN EXHIBIT “A” ATTACHED HERETO

Hereinafter referred to as (the “Land” or “premises”) and as depicted on Exhibit “A” attached hereto and Incorporated herein by this reference.

Tenant desires to lease said tract of land for the storage, maintenance, and operation of aircraft used in agricultural aerial application services, including, but not limited to, the loading of agricultural chemicals, fuel, and other related materials necessary for the business.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Lease.** Landlord hereby demises and leases to Tenant the Land, and Tenant shall lease the Land from Landlord according to the term and conditions of this Lease.
2. **Use.** Tenant shall use the Land only for the storage, maintenance, and operation of aircraft used in agricultural aerial application services, including, but not limited to, the loading of agricultural chemicals, fuel, and other related materials necessary for the business. Tenant acknowledges that this is a nonexclusive lease.
3. **Term.** This lease shall commence on April 1, 2025 and continue for a term of five (5) years, ending on March 31, 2030. The lease shall automatically renew for successive five-year terms unless either party provides written notice of termination to the other at least ninety (90) days before the expiration of the current term. All terms and conditions of this lease shall carry forward into each renewal term unless expressly modified in writing by mutual agreement of both parties.
4. **Annual Rent.** The annual rent payable to Landlord hereunder (“Rent”) shall be Four Thousand and 00/100 Dollars (\$4,000.00) for the first year of the lease term. Beginning in the second year of the lease and on each anniversary of the effective date thereafter, the annual rent shall automatically increase by three percent (3%) over the rent payable for the immediately preceding year. Rent shall be paid upon execution of this Lease and for all subsequent years shall be payable on or before April 1st of each year. (At the time of the annual payments, Tenant shall provide copies of the proof of insurance required, copies of all current licenses, permits and certificates required under this Agreement).

Year	Annual Rent
1	\$4,000.00
2	\$4,120.00

3	\$4,243.60
4	\$4,370.91
5	\$4,502.04

Payments shall be paid to Landlord at the following address:

City of McCook  
505 West C Street  
P.O. Box 1059  
McCook, NE 69001

5. **Taxes.** Tenant shall be solely responsible for the payment of all taxes, assessments, or other governmental charges levied or assessed against the leased property during the term of this lease. This includes, but is not limited to, any real or personal property taxes that may be assessed as a result of the Tenant's use or occupancy of the premises.
6. **Utilities.** Tenant shall be solely responsible for arranging the installation of any necessary utilities infrastructure at the leased premises, subject to the prior written approval of the Landlord regarding the location and manner of installation. The Tenant must ensure that the installation complies with all applicable codes and regulations.

The Tenant shall bear all costs associated with the installation, maintenance, and repair of the utilities infrastructure. Additionally, the Tenant shall be responsible for arranging and paying for all utilities used at the leased premises, and the utility provider shall bill the Tenant directly for such services. The Landlord shall bear no responsibility for the cost of utilities or any related infrastructure.

7. **Insurance.** Tenant shall, at all times during the term of this Lease, carry and maintain, at Tenant's expense- General Liability Coverage – bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$1,000,000. Said policy shall name Landlord as an additional insured. Proof of all insurance coverages shall be provided to Landlord on an annual basis.

8. **Operations:**

- 8.1. TENANT shall have and maintain, or require its employees, agents and/or subcontractors, as the case may be, to have and maintain the following certificates and licenses, to-wit:
  - 8.1.1. FAA Commercial Pilot's License for each pilot employed or contracted by Tenant;
  - 8.1.2. Current FAA FAR Part 137 Operating Certificate to conduct commercial agricultural aircraft operations;
  - 8.1.3. Current State of Nebraska Aerial Pesticide License;
  - 8.1.4. Current State of Nebraska Department of Agriculture pesticide applicator license;
  - 8.1.5. Letter or Certificate of Good Standing as a domestic or foreign entity from the Secretary of State of the State of Nebraska;
  - 8.1.6. Part 139 training certificate; and
  - 8.1.7. ny additional state or federal licenses as required by law.

- 8.2. All aviation fuel used by Tenant on premises shall be kept in a storage unit that meets the National Fire Protection Association standards and shall be inspected by the local Fire Marshall before use.
  - 8.3. All chemicals stored on premises shall be locked up in a secured storage unit. The premises shall be kept clean and clear of trash at all times.
  - 8.4. Aerial Operations shall not be permitted until the building site plan and location are approved by Landlord.
  - 8.5. Tenant assumes responsibility for all chemical spills and will be responsible to clean up said chemical spills and pay for any cost incurred therein as may be required by any governmental agency with jurisdiction over hazardous chemical spills.
  - 8.6. Tenant, its employees and contractors shall have equipment necessary for aviation radio communication with local aviation traffic.
  - 8.7. Tenant shall permit the Landlord, or its agents, to enter the premises at any reasonable time for repairs, improvements or inspection.
  - 8.8. Tenant shall yield possession of the premises to the Landlord at the expiration or termination of this Lease in a clean condition and subject to the provisions contained herein regarding Improvements.
  - 8.9. Tenant shall conduct itself and require its agents, licensees or invitees to conduct themselves in a manner that will not disturb the peaceful enjoyment of the other users of the McCook Ben Nelson Regional Airport.
9. **Landlord Representations.** Landlord represents and warrants that it has clear title to the Land, free from all encumbrances, mortgage, charge, lien or claims of any kind.
10. **Airport Development.** In the event the Landlord undertakes development or expansion of the Airport that necessitates use of the leased premises, the Landlord shall provide Tenant with a comparable location on the Airport grounds for its continued operations. The Landlord will make reasonable efforts to ensure the new location meets Tenant's operational needs.

The Landlord shall also make all reasonable efforts to identify a new location that does not require Tenant to incur expenses for installing additional infrastructure, including but not limited to utility connections such as electrical or water service. However, if no such location is available, Tenant shall be solely responsible for all costs associated with the relocation, including the cost of moving, installing necessary infrastructure, and any modifications required for operational compliance. Tenant shall complete the relocation promptly and efficiently so as not to interfere with the Landlord's development activities. The Landlord shall provide Tenant with at least ninety (90) days' written notice prior to requiring relocation.

The Landlord shall provide at least ninety (90) days' written notice prior to any relocation under this provision. Following relocation, the parties shall enter into a new lease describing the new leased premises, and all terms of this Lease shall remain in effect unless otherwise agreed in writing.

11. **Nonexclusive Use; Coordination with FBO.** Notwithstanding any other provision of this Lease, Tenant acknowledges and agrees that this Lease grants a nonexclusive right to use the leased premises. If the Landlord enters into an agreement with a Fixed Base Operator (FBO) who intends to conduct agricultural chemical spraying operations at the Airport, the FBO shall have the right to use the leased premises for such operations. Tenant agrees to cooperate and coordinate in good faith with the FBO regarding shared use of the premises.

If either the FBO or Tenant determines that shared use of the premises is impractical or unworkable, the Landlord shall have the duty to identify and provide a new, suitable location on Airport property for Tenant's continued operations. The Landlord shall make all reasonable efforts to ensure that the new location does not require Tenant to incur additional infrastructure costs. If no such location is available without requiring infrastructure expenditures, Tenant shall be solely responsible for any such costs incurred in connection with the relocation, including but not limited to electrical service, containment pads, and storage facilities.

The Landlord shall provide at least ninety (90) days' written notice prior to any relocation under this provision. Following relocation, the parties shall enter into a new lease describing the new leased premises, and all terms of this Lease shall remain in effect unless otherwise agreed in writing.

12. **Landlord's Rights.** Landlord reserves the right (but shall not be obligated to Tenant) to maintain and keep in repair the airfield. Landlord shall have the right to regularly audit the financial records of all operators. Landlord shall have the right to inspect all operators in order to establish proof of currency of all licenses, compliance with all laws, rules, regulations, and standards with which the operator is required to comply. Landlord reserves the right to operate or conduct any or all aeronautical activities, as a part of Airport operations, as necessary to benefit the Airport.
13. **Airport Layout.** Landlord reserves the right to approve or disapprove the location of any proposed new construction or facilities enhancements based on the Airport Layout Plan or intended modifications to the Airport Layout Plan.
14. **Indemnification by Tenant.** To the extent permitted by law, Tenant agrees to indemnify and save harmless Landlord from and against all claims of whatever nature from a third party arising from any act, omission, or negligence of Tenant, or of Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the Term of this Lease arising from any act, omission, or negligence of Tenant, or of Tenant's contractors, licensees, agents, servants or employees. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord with respect to any claims of whatever nature arising from any act, omission, or negligence of Landlord, or of Landlord's contractors, licensees, agents, servants or employees.
15. **Maintenance of Land and Improvements.** Tenant shall at all times throughout the term of this Lease, at its sole cost and expense, maintain and repair the premises, and all trade fixtures and personal property of Tenant located thereon.
16. **Compliance with Rules and Regulations.** Tenant shall, at all times, comply with all rules and regulations of the Landlord for the operation of the Airport and all applicable federal, state and local statutes, laws, ordinances, rules, regulations and other regulatory measures now in existence or, as may be hereafter modified or amended, applicable to the specific type of operation contemplated. Tenant shall procure and maintain during the term of the Agreement all licenses, permits, and other similar authorizations required for the conduct of his business operations.
17. **Default and Remedies.** Tenant shall be in default of this Agreement if (i) Rent is not paid within ten (10) days of the due date; (ii) Tenant vacates or abandons the premises; (iii) any part of the premises are taken upon execution or by other process of law directed against Tenant; (iv) Tenant violates the terms of his Lease, or, (v) Tenant's voluntary or involuntary proceedings under any bankruptcy or insolvency. Upon such event of default, Landlord may, upon thirty (30) days notice to Tenant, terminate this Lease, recover any unpaid Rent up to the date of termination, reenter and take possession of the premises and expel Tenant and remove Tenant's effects, subject to the

Disposition of Improvements upon lease Termination Other than Default section set forth below. Tenant shall have the right, during the thirty (30) day notice period, to cure an event of default and thereby continue the term of the Lease.

18. **Quiet Enjoyment.** As long as Tenant performs all covenants and obligations contained in this Lease, Landlord warrants quiet enjoyment of the Land by Tenant; provided that Landlord, its agents or representatives, and any other person authorized by Landlord, may enter upon the Land for the purpose of inspecting the Land and to exhibit the Land to prospective purchasers or lenders.
19. **Authority.** Landlord represents and warrants that the person executing this Lease on behalf of Landlord is authorized to bind Landlord to this Lease by requisite action of the City Council of the City of McCook, Nebraska, and upon Tenant's request, will deliver a certified resolution to that effect.
20. **Access to other Airport Areas.** Tenant shall have ready access to all taxiways, runways and public aprons of the McCook Ben Nelson Regional Airport. There will be no approval of taxi lanes/taxiways etc., to private property operations at the Airport.
21. **Disposition of Improvements upon Lease Termination Other than Default.** Any permanent improvements, alterations, or additions made by the Tenant to the leased premises shall, upon completion, become the property of the City of McCook, Nebraska, without any obligation for compensation to Tenant. Such permanent improvements shall remain with the leased premises at the conclusion or termination of this lease, unless otherwise agreed to in writing by both parties. Tenant shall not remove any permanent improvements upon vacating the premises.
22. **Noise.** The Tenant agrees to comply with all Federal Laws and action plans developed by Landlord in relation to noise.
23. **Subordination to Federal Obligations and Grant Assurances.** This Lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
24. **Governing Law.** This Agreement shall be governed by the laws of the State of Nebraska.
25. **It is Mutually Agreed That:** Unless otherwise designated by like notice in writing by either party to the other, notices required under this Lease shall be sent by registered or certified mail, return receipt requested, as follows:

TO LANDLORD:

City of McCook  
505 West C Street  
P.O. Box 1059  
McCook, NE 69001

TO TENANT:

Frenchman Valley Farmers Cooperative, Inc.  
P.O. Box 578  
202 Broadway  
Imperial, Nebraska

Notice so mailed shall be deemed duly given upon receipt. Personal Service upon a party shall be an acceptable alternative form of service of Notice. In the event both forms of service are attempted, Notice shall be deemed given on the date that occurs first. Parties shall continuously keep the other notified of any changes in address under this provision.

26. **Entire Agreement.** This lease contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successor in interest. Any executed copy of this Lease shall be deemed an original for all purposes.
27. **Time.** Time is of the essence with respect to the performance of each and every provision of this Lease in which time of performance is a factor. All references to days contained in this Lease shall be deemed to mean calendar days, unless otherwise specifically stated.
28. **Captions.** The captions and headings of the numbered paragraphs of this Lease are inserted solely for the convenience of the parties hereto and are not part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
29. **Gender: Singular or Plural.** When required by the context of this Lease, the neuter includes the masculine, the feminine, a partnership, a corporation, or a joint venture, and the singular shall include the plural.
30. **Partial Invalidity.** If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall nonetheless continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
31. **No Warranties.** Any agreements, warranties, or representations not expressly contained herein shall in no way bind either tenant or landlord, and tenant and landlord expressly waive all claims for damages by reason of any statement, representations, warranty, promise, or agreement, if any, not contained in this Lease.

IN WITNESS WHEREOF, the parties have each caused a duly authorized officer to execute this Agreement as of the date first written above.

CITY OF MCCOOK NEBRASKA

FRENCHMAN VALLEY COOPERATIVE,  
INC.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Duly Authorized Representative of  
Frenchman Valley Cooperative, Inc.

State of Nebraska  
County of Red Willow

On this \_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared Linda Taylor known or identified to me to be the persons whose name is signed to the foregoing Lease Agreement and acknowledged that she signed it voluntarily for its stated purpose.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

State of Nebraska  
County of Red Willow

On this \_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared \_\_\_\_\_ known or identified to me to be the persons whose name is signed to the foregoing Lease Agreement and acknowledged that he signed it voluntarily for its stated purpose.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



April 2, 2025  
14:26 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.



City Limits



Parcels

LEASED AREA IN BLUE



**CITY MANAGER'S REPORT  
APRIL 7, 2025 CITY COUNCIL MEETING**

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**ITEM:** 4.E.

**RECOMMENDATION:**

Accept the minutes of the March 31, 2025 Planning Commission meeting.

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**BACKGROUND:**

Accept minutes from various board and commission meetings.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

April 2, 2025

McCook Planning Commission  
Special Meeting  
March 31, 2025  
5:15 P.M.

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

Present: Chair Chad Lyons; Vice Chair Tammie Hilker; Commissioners Camy Bradley, Matt Davidson, Bruce McDowell, Kurt Vosburg, Mark Currier.

Absent: Commissioners Ron Friehe, Jamie Mockry, Jesse Stevens.

City Officials present: City Manager Schneider, Assistant City Manager Koetter, City Attorney Mustion, City Clerk Doak, and Building Official Mooney.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on March 27, 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 all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

1. Approve the minutes of the February 10, 2025, regular Planning Commission meeting.

Motion to approve the minutes of the February 10, 2025, regular Planning Commission meeting. This motion, made by Lyons and seconded by Vosburg, passed.

Bradley: YEA, Currier: YEA, Davidson: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA  
YEA: 7, NAY: 0, ABSENT: 3

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding a request from the City of McCook to recommend approval of a preliminary plat which serves as the initial step in the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request from the City of McCook to recommend approval of a preliminary plat which serves as the initial step in the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Lyons and seconded by McDowell, passed.

Bradley: YEA, Currier: YEA, Davidson: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA  
YEA: 7, NAY: 0, ABSENT: 3

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the March 31, 2025, Planning Commission meeting (2 pages); Exhibit #2 - Notice of Public Hearing mailed and posted (1 page); Exhibit #3 - listing of property owners notified (3 pages); Exhibit #4 - Notice of Public Hearing published (1 page); Exhibit #5 - Walters First Addition Preliminary Plat (1 page); Exhibit #6 - Walters First Addition Proposed Infrastructure Development (1 page); Exhibit #7 - Walters First Addition Infrastructure Feasibility Plan (1 page); Exhibit #8 - Land Use Application and attachments (5 pages); and Exhibit #9 - City of McCook Subdivision Regulations, Section 7. Procedures (1 page).

City Attorney Mustion accepted Exhibits #1 - #9 into evidence, took comment from city staff before opening to the public for comment.

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

Craig Bennett, Miller & Associates, reviewed Exhibit #5 - Preliminary Plat, Exhibit #6 - Proposed Infrastructure Development, and Exhibit #7 - Infrastructure Feasibility Plan with the Commission.

Commissioner discussion included the clarification that there will not be any residential structures within the designated complex area; sound regarding the proposed residential structures in close proximity of the complex; has discussion been held with utilities needed for the project, Mr. Bennett responded not yet, but utility right-of-ways are included in the plat; that the commission is only considering the preliminary plat at this time, that final plats will be approved in phases as development occurs, Walters First Addition will be the first plat considered; and that it is nice to see a planned out development for this city project.

Joan Stewart, 2103 N Highway 83, property owner to the north of the proposed development, expressed concerns with drainage and runoff onto their property. Drainage is already an issue with water coming from the west along the highway.

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

Bradley: YEA, Currier: YEA, Davidson: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA  
YEA: 7, NAY: 0, ABSENT: 3

2.B. Recommend the approval of a preliminary plat for the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recommend the approval of a preliminary plat for the creation of the Walters First Addition to the City of McCook, Red Willow County, Nebraska. This motion, made by Vosburg and seconded by McDowell, passed.

Bradley: YEA, Currier: YEA, Davidson: YEA, Friehe: ABSENT, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: ABSENT, Vosburg: YEA  
YEA: 7, NAY: 0, ABSENT: 3

2.C. Update and discussion regarding the City of McCook's progress on a new Comprehensive Plan, Zoning Regulations, and Subdivision Regulations.

Discussion was held regarding the proposed Comprehensive Plan, Zoning Regulations, and Subdivision Regulations and how to proceed forward with approval of each.

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 6:25 P.M.

---

Lea Ann Doak, City Clerk-Treasurer  
Recording Secretary

**CITY MANAGER'S REPORT**  
**April 7, 2025 CITY COUNCIL MEETING**

**ITEM:**            4.F.

**RECOMMENDATION:**

**Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and 5 new ground level vaults @ East 11<sup>th</sup> St. & East F St.**

**BACKGROUND:**

Great Plains Communications (GPC) of Blair, NE is seeking permission to occupy City utility right-of-way to install fiber optic conduit, cable, and 5 new ground level vaults.

Begin 45 feet West of East 11<sup>th</sup> Street centerline & 58 feet South the intersection of East 11<sup>th</sup> Street & East F Street power pole. From power pole bore Northeast 35 feet and set the first ground level vault. From this location continue to bore East 365 feet undercrossing East 11<sup>th</sup> Street and set the second ground level vault. From this location continue to bore East/Northeast 215 feet undercrossing East 12<sup>th</sup> Street and set the third ground level vault. From this location bore East 375 feet undercrossing Gemini Court and set the fourth ground level vault. From this location continue to bore East 325 feet undercrossing East 14<sup>th</sup> Street and set the fifth and final ground level vault and end point of the project.

At each vault location a small bore will be done to the closest power pole to access existing arial network.

This permit is only for City owned ROW. Great Plains will also be responsible for obtaining permits or permissions from all other property owners that may be utilized for this project.

**FISCAL IMPACT:**(None)

**APPROVALS:**

  
\_\_\_\_\_  
Pat Fawver Utilities Dir.

April 7, 2025

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Dir.

April 7, 2025

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

April 7, 2025

Attn: Pat + Kyle



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

### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 3/5/2025  
ADDRESS: 1009 West B st PHONE: 402 533 4044 Tyler  
FAX: 308-364-9060 START DATE: March 2025 FINISH DATE: October 2025

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

Type: (circle)  
Over-Cross  
Under-Cross  
Occupy  
Miscellaneous

With a: (circle)  
Water Line  
Sewer Line  
Gas Line  
Telephone Line  
(Underground Aerial)  
Fiber  
(Underground) Aerial)  
Tree Trimming/Removal  
Grading  
Other  
Electric Line  
(Underground Aerial)

**Location:**

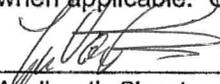
Beginning at Power Pole 58 feet South and 45 feet West of the intersection of E 11th & E F st, Proposed fiber path goes North to the Southwest side of Intersection then undercrosses east 11th street and continues east to 12th street and undercrosses, continues east-northeast and undercrosses Gemini Street, continues east to E 14th street and undercrosses, continues east to the end point which is 125 feet east of East 14th st centerline.

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

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

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

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

  
\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Director of Utilities Approval

\_\_\_\_\_  
Recommended By Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Public Works Approval



- Start Point- 45 feet West of E 11<sup>th</sup> st centerline and 58 feet South of Intersection of E 11<sup>th</sup>& E F st at power pole.
- Boring in two new 1.25" HDPE ducts/Fiber.
- From the Power pole bore Northeast 35 feet, set flush mount underground vault, bore East undercrossing E 11<sup>th</sup> st 365 feet, set flush mount underground vault, bore East/Northeast undercrossing E 12<sup>th</sup> st 215 feet, set flush mount underground vault, bore East undercrossing Gemini Court 375 feet, set flush mount underground vault, bore East undercrossing E 14<sup>th</sup> 325 feet and set a flush mount underground vault. This vault will be the route end and is 125 feet east of the E 14<sup>th</sup> st centerline.
- At each vault location we will also bore to the closest power pole to access our existing aerial network.
- On the map included the Red line is our proposed path of the Duct/Fiber and the Blue Squares are our proposed Vault locations.

**CITY MANAGER'S REPORT**  
**April 7, 2025 CITY COUNCIL MEETING**

**ITEM:**            **4.G.**    

**RECOMMENDATION:**

**Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and 3 new ground level vaults @ East 11<sup>th</sup> Street & East J Street.**

**BACKGROUND:**

Great Plains Communications (GPC) of Blair, NE is seeking permission to occupy City utility right-of-way to install fiber optic conduit, cable, and 3 new ground level vaults.

Begin 45 feet West of East 11<sup>th</sup> Street centerline and 30 feet South of the intersection of East 11<sup>th</sup> Street and East J Street at an existing ground level vault. From this point bore North 1315 feet on the West side of East 11<sup>th</sup> Street and set the first ground level vault. From this point continue to bore North for 715 feet and set the second ground level vault. From this point continue to bore North for 660 feet and set the third and final ground level vault to end the project.

Each new ground level vault will be placed 50 feet West of the Centerline of East 11<sup>th</sup> Street.

This permit is only for City of McCook owned ROW. Great Plains Communications will also be responsible for obtaining permits or permissions from all other property owners that may be utilized for this project.

**FISCAL IMPACT:**(None)

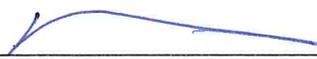
**APPROVALS:**

  
\_\_\_\_\_  
Pat Fawver Utilities Dir.

April 7, 2025

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Dir.

April 7, 2025

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

April 7, 2025

Attn: Pat & Kyle



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### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 3/10/2025  
ADDRESS: 1009 West B st PHONE: 402 533 4044 Tyler  
FAX: 308 364 9060 START DATE: March 2025 FINISH DATE: October 2025

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

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

**Location:**

Beginning at existing GPC underground vault, 45 feet West of E 11th st centerline and 30 feet South of the intersection of E 11th & E J st. Proposed Path goes North 1,315 feet staying on the West side of E 11th, set a flush mount vault, North again 715 feet, set a flush mount vault, North again 1600 feet and ends at a new flush mount vault. Vault locations all to be set 50 feet West of the E 11th st centerline.

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

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

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

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

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Director of Utilities Approval

\_\_\_\_\_  
Recommended By Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Public Works Approval





- Start Point- 45 feet West of E 11<sup>th</sup> st centerline and 30 feet South of the Intersection of E 11<sup>th</sup>st and E J st at existing Great Plains Communications Underground Vault.
- Boring in two new 1.25" HDPE ducts/Fiber.
- From the existing GPC vault bore North 1,315 feet staying on the West side of the road. Set flush mount underground vault, bore north 715 feet, set flush mount underground vault, bore North 660 feet and set flush mount underground vault. Each new vault location will be set 50 feet West of the centerline of E 11<sup>th</sup> st.
- On the map included the Red line is our proposed path of the Duct/Fiber and the Blue squares are our proposed vault locations.

**CITY MANAGER'S REPORT**  
**April 7, 2025 CITY COUNCIL MEETING**

**ITEM:**        4.H.

**RECOMMENDATION:**

**Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and 2 new ground level vaults @ West Q St. & N. Hwy 83.**

**BACKGROUND:**

Great Plains Communications (GPC) of Blair, NE is seeking permission to occupy City utility right-of-way to install fiber optic conduit, cable, and 2 new ground level vaults.

Begin 75 feet west of the centerline of Highway 83 and 55 feet south of the centerline of West Q Street, at the existing ground level vault. Bore north-northeast beneath DR. 716 for a distance of 100 feet. At this location, set a new ground level vault. From the new vault, continue to bore east for 103 feet, undercrossing N. Hwy. 83, to the location of the second new ground level vault. From this location, continue east for 290 feet to the end point at an existing ground level vault.

This permit is only for City owned ROW. Great Plains will also be responsible for obtaining permits or permissions from all other property owners that may be utilized for this project.

**FISCAL IMPACT:**(None)

**APPROVALS:**

  
\_\_\_\_\_  
Pat Fawver Utilities Dir.

April 7, 2025

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Dir.

April 7, 2025

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

April 7, 2025

Attn: Pat + Kyle



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### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 3/5/2025  
ADDRESS: 1009 West B st PHONE: 402 533 4044 Tyler  
FAX: 308 364 9060 START DATE: March 2025 FINISH DATE: October 2025

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

Type: (circle)
Over-Cross
Under-Cross
<u>Occupy</u>
Miscellaneous

With a: (circle)	Fiber (Underground Aerial)
Water Line	Tree Trimming/Removal
Sewer Line	Grading
Gas Line	Other
Telephone Line (Underground Aerial)	Electric Line (Underground Aerial)

**Location:**

Beginning at GPC Vault, 55 feet South of W Q st centerline and 75 feet West of HWY 83 centerline, path proposed goes North-North East 100 feet to New Vault location after undercrossing W Q, then undercrosses HWY 83 heading east 110 feet to new Vault location and then heads east 290 feet to an existing GPC Vault. Vault location is 340 feet east of HWY 83 centerline and 35 feet North of the centerline of W Q st where the route ends.

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

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

Amount: \$2,500.00 Check No. \_\_\_\_\_ Or FID No. \_\_\_\_\_

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

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

[Signature]  
Applicant's Signature

\_\_\_\_\_  
Director of Utilities Approval

\_\_\_\_\_  
Recommended By Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Public Works Approval

- Start Point- 75 feet West of Hwy 83 centerline and 55 feet South of centerline of W Q st (716) at Great Plains Communications existing vault.
- Boring in two new 1.25" HDPE ducts/fiber.
- From GPC existing vault bore North/Northeast undercrossing W Q (716) 100 feet, set flush mount underground vault, bore East undercrossing Hwy 83 110 feet, set flush mount underground vault and bore East <sup>103</sup> ~~290~~ <sup>New</sup> feet to <sup>290</sup> existing GPC vault. This vault will be the route end and is 35 feet North of W Q st centerline and 340 East of Hwy 83 centerline. *to Existing*
- On the map included the Red line is our proposed path of the Duct/Fiber and the Blue Squares are our proposed/existing Vault locations.



**CITY MANAGER'S REPORT**  
**April 7, 2025 CITY COUNCIL MEETING**

**ITEM:**            **4.I.**    

**RECOMMENDATION:**

**Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and 1 new 2'Lx2'Wx3'H above ground pedestal @ West O Street & West 14<sup>th</sup> Street.**

**BACKGROUND:**

Great Plains Communications (GPC) of Blair, NE is seeking permission to occupy City utility right-of-way to install fiber optic conduit, cable, and 1 new above ground pedestal.

Begin at a point located 155 feet north of the centerline of West O Street and 40 feet east of the centerline of West 14th Street, near an existing power pole. Bore west-northwest beneath West 14th Street @ 5" deep for a distance of 80 feet, ending at the location where the pedestal will be installed, adjacent to the power pole.

**FISCAL IMPACT:**(None)

**APPROVALS:**

  
\_\_\_\_\_  
Pat Fawver Utilities Dir.

April 7, 2025

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Dir.

April 7, 2025

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

April 7, 2025

Attn: Pat & Kyle



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### APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 3/5/25  
ADDRESS: 1009 West B st PHONE: 402 533 4044 Tyler  
FAX: 308 364 9060 START DATE: March 2025 FINISH DATE: October 2025

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

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

Beginning at Power Pole, 155 feet North of West O st centerline and 40 feet east of W 14<sup>th</sup> centerline, path heads west-northwest undercrossing W 14<sup>th</sup> st and ends at the power pole 150 feet North from W O st centerline and 35 feet west of W 14<sup>th</sup> st centerline.

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

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

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

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

[Signature]  
Applicant's Signature

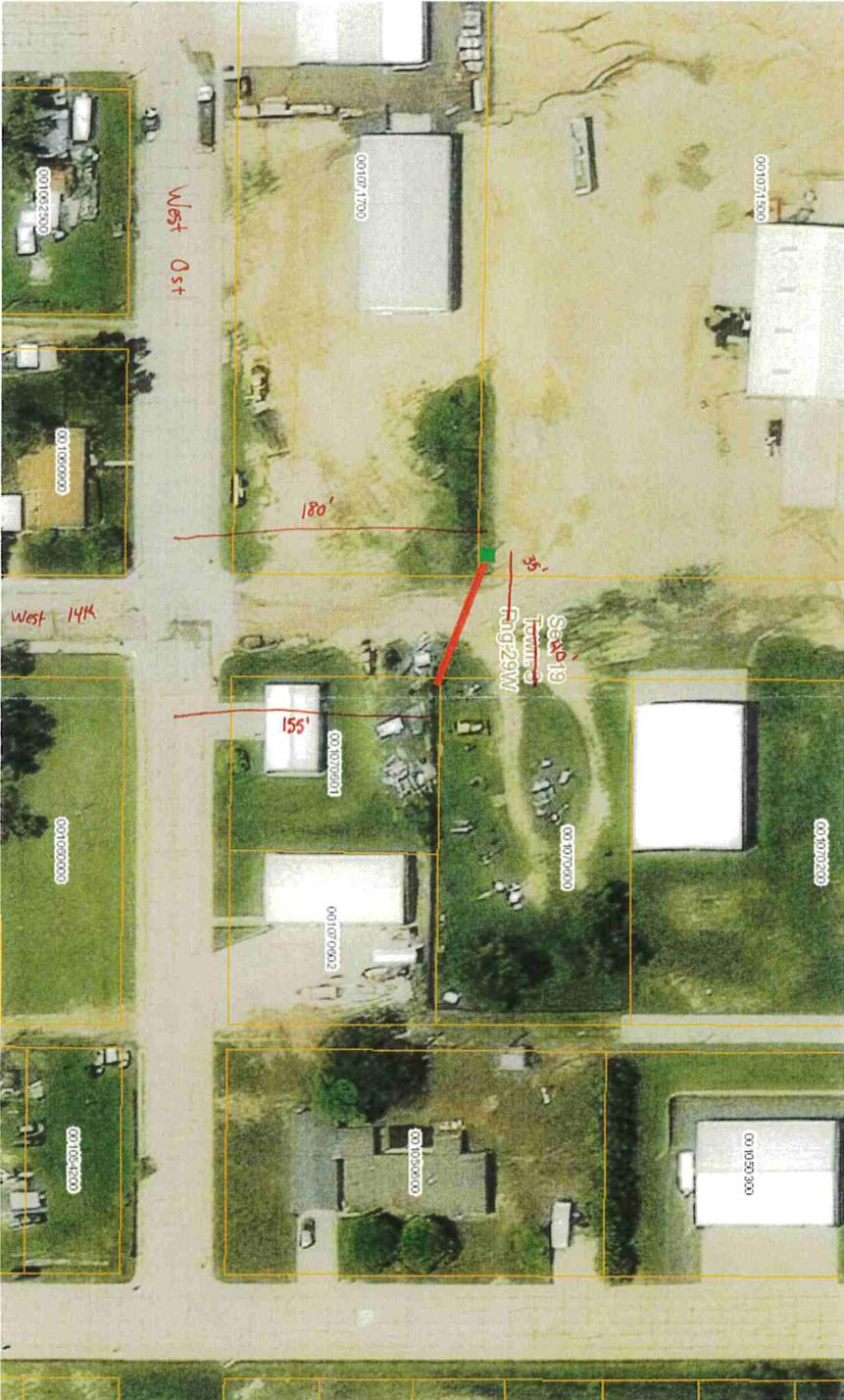
\_\_\_\_\_  
Director of Utilities Approval

\_\_\_\_\_  
Recommended By Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Public Works Approval

- Start Point- 155 feet North of West O st centerline and 40 feet East of West 14<sup>th</sup> st centerline at existing power pole.
- Boring in two new 1.25" HDPE ducts/fiber.
- From the power pole boring West-Northwest undercrossing West 14<sup>th</sup> st 80 feet, setting 2'Lx2'Wx3'H pedestal beside power pole. This Pedestal will be the route end.
- On the map included the Red line is our proposed path of the Duct/Fiber and the Green Square is our proposed Pedestal location.



**CITY MANAGER'S REPORT  
APRIL 7, 2025 MCCOOK CITY COUNCIL MEETING**

**5.A.**  
ITEM NO. \_\_\_ Approve an Agreement for the Provision of Limited Professional Services between Miller & Associates and the City of McCook for topographic survey, platting, civil design and preparation of bidding documents for water, sanitary sewer, paving and storm sewer improvements for the Recreation-Sports Plex Subdivision in McCook, Nebraska..

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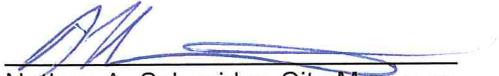
**BACKGROUND:**

As part of the future Walters First Addition to the City of McCook, the City of McCook intends to contract for professional services with Miller & Associates, said services related to topographic surveys, platting, civil design and preparation of bidding documents for water, sanitary sewer, paving and storm sewer improvements. The project will encompass approximately 4,460 lineal feet of right-of-way including water, sanitary sewer, storm water, street paving infrastructure, and storm water detention cells. These services will incorporate the sanitary sewer trunk main extension design to Highway 83 that is being performed under a separate design contract. Sanitary sewer trunk main extension fees are provided under an existing contract and will be funded per the WWTP contract, not this contract (although the total cost under the current contract includes the WWTP S Street sewer extension costs as part of the probable range). Necessary drainage studies are also included with this agreement. The Engineer's opinion of probable construction costs is in the range of \$4,900,000 to \$5,400,000. The fee arrangement includes \$12,000 for topographic and platting services; \$208,000 for design and bidding services; and a not-to-exceed provision of \$141,000 for construction phase services, for a total contract price of \$361,000.

The total contract number is higher than originally presented by Miller & Associates. This number was published for a special City Council meeting which was to be held on March 24, 2025. The March 24, 2025 special council meeting was canceled due to a lack of information provided to city staff prior to the meeting. Since March 24, 2025, city staff has met with Chris Miller to understand the reason for the increase in the proposed contract price. It is our understanding the scope of the project originally contemplated in the earlier Agreement was much smaller, not accounting for infrastructure to be extended to all commercial and multifamily lots. The original estimates were developed in October of 2024 to coincide with the Redevelopment Plan submitted as part of McCook's MIAP grant application. Miller & Associates had not updated their estimate to include all of the new infrastructure included in the proposed buildout which would expand the developable area in the First Phase of the Walters First Addition project. City staff did not receive the updated estimates from Miller & Associates until March 24<sup>th</sup>. Chris Miller explained that their proposed fee, per the Agreement, falls in line with industry standards. An explanation of how engineering prices are calculated is included with this report.

Chris Miller and Craig Bennett will be present at the April 7, 2025 City Council meeting to explain the scope of work included in the attached Agreement and answer any questions the Council and public may have.

**APPROVALS:**

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

April 2, 2025

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

April 2, 2025

## An Agreement for the Provision of Limited Professional Services

<b>DESIGN PROFESSIONAL FIRM:</b>	MILLER & ASSOCIATES, CONSULTING ENGINEERS, P.C. 1111 Central Avenue Kearney, NE 68847 Attn: Craig A. Bennett <a href="mailto:cbennett@miller-engineers.com">cbennett@miller-engineers.com</a> (hereinafter called CONSULTANT or ENGINEER)	<b>CLIENT:</b> CITY OF MCCOOK 505 West "C" Street PO Box 1059 McCook, NE 69001 Attn: Nate Schneider <a href="mailto:nschneider@cityofmccook.com">nschneider@cityofmccook.com</a> (hereinafter called CLIENT or OWNER)
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**DATE:** February 26, 2025

**PROJECT NO.** 200-G1-029-25

**PROJECT NAME/LOCATION:** Topographic Survey, Platting, Civil Design and preparation of bidding documents for water, sanitary sewer, paving and storm sewer improvements for the Recreation-SportsPlex Subdivision in McCook, Nebraska. The project will encompass approximately 4,460 lineal feet of right-of-way including water, sanitary sewer, storm water, street paving infrastructure, storm water detention cells. Coordination with Mammoth during design is included with this scope. These services will incorporate the sanitary sewer trunk main extension design to Highway 83, that is being performed under a separate design contract. Sanitary sewer trunk main extension fees are provided under an existing contract and are not included in this project scope and fee. Services will also include preparation of SWPPP documents, SWPPP inspections and construction administration and construction observation services. Engineer's Opinion of Probable Construction Cost is in the range of \$4,900,000 to \$5,400,000.

**SCOPE/INTENT AND EXTENT OF SERVICES:** The following scope of services will be performed:

**1.1 TOPOGRAPHIC SURVEY & PLATTING** The ENGINEER shall:

1. Topographic and boundary survey of the project location.
2. Secure a title report from the Client's selected title company.
3. Applications, figures, and legal descriptions related to the Release of Easements and Lots, Preliminary Plat and Final Plat.
4. Attend meetings and presentations to the Planning Commission and the City Council.
5. Set lot pins for new lots associated with the Final Plat.

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil engineering services.

**1.2 PRELIMINARY DESIGN PHASE** The ENGINEER shall:

1.2.1 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Coordinate with Mammoth during pre-design.

1.2.2 Furnish two copies of the above preliminary design documents and present and review them with OWNER.

**1.3 FINAL DESIGN PHASE** After authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted preliminary design documents, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.3.2 Furnish to OWNER such documents and design data as may be required for and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.3.4 Prepare for review and approval by OWNER, his legal counsel and other advisors, contract agreement forms, general conditions and supplemental conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.3.5 Furnish the above documents and present and review them in person with OWNER.

1.3.4 Submit Drawings and Specifications and other documentation as may be required to the Nebraska Department of Environment & Energy for review of the project water system and sanitary sewer components. Any review fees due to Nebraska Department of Environment & Energy shall be the responsibility of the OWNER.

**1.4 BIDDING OR NEGOTIATING PHASE** After authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.4.1 Assist OWNER in obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services.

1.4.2 Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

**1.5 CONSTRUCTION PHASE SERVICES** During the Construction Phase ENGINEER shall:

1.5.1 Consult with and advise OWNER and act as his representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.5.1.1 Schedule, conduct and prepare minutes of pre-construction conference.

1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of

Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents.

1.5.3 Review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto) determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

1.5.4 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examination have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incidental thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.5.5 Prepare and furnish to OWNER a set of Project Record Drawings showing appropriate record information based on Project documentation received from ENGINEER'S construction resident and Contractor, as required by the OWNER.

1.5.6 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to the OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.5.4.

**1.6 STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SERVICES:** During the Design and Construction Phase ENGINEER shall perform the following services, pertaining to this project:

1.6.1 The ENGINEER will prepare a Storm Water Pollution Prevention Plan (SWPPP) to comply with site sediment and erosion control measures, since the development area is more than 1-acre. SWPPP will be in accordance with the Nebraska Department of Environment & Energy regulations, concerning the general National Pollutant Discharge Elimination System (NPDES) permit (Number NER210000) for storm water discharge. The CONTRACTOR will be the designated operator during the construction. The CONTRACTOR, as Operator, shall be responsible for installing and maintaining any and all necessary erosion and sediment control measures, and performing all necessary work directed as a result of regular inspections of the site and all control measures, in accordance with the permit conditions. The CONTRACTOR will be designated as the party responsible for maintaining and updating the SWPPP, including conducting regular site inspections and maintaining all records, in accordance with the SWPPP and the General Permit.

**EXCLUDED SERVICES:** The following services are not included in the scope of work:

1. Design of lighting components and other special features, with the exception of street light conduit if required by the City.
2. Gas, Telephone, Cable TV, and Electrical Systems Design.
3. Geotechnical subsurface soil investigations and reports.
4. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Rebidding or renegotiating contracts to reduce the contract costs to funds available shall be considered Additional Services.
5. Floodplain Permits, U.S. Army Corps of Engineers Permitting, and Wetland Delineations.
6. **Any and all permit or review fees shall be the responsibility of the Owner.**

**SCHEDULE:**

- |    |                                   |                 |
|----|-----------------------------------|-----------------|
| 1. | Preliminary Design & Review       | June 17, 2025   |
| 2. | Final Design & Advertise for Bids | July 7, 2025    |
| 3. | Open Bids                         | August 12, 2025 |
| 4. | Award Bids                        | August 18, 2025 |
| 5. | Substantial Completion            | April, 2026     |

**FEE ARRANGEMENT:** Services will be invoiced as follows:

**Design/Bidding Phase:**

For services enumerated in **Sections 1.1 through 1.4**, the lump sum fee is as follows:

Topographic Survey and Platting Services	\$12,000
Design Phase/Bidding Services	\$208,000

**Construction Phase:**

Construction phase services, as outlined in **Section 1.5**, will be invoiced on an hourly basis in accordance with the schedule shown below. The hourly fee amount will not exceed the maximum of \$141,000 based on a **7-month** construction period. This fee does not include construction staking. For the purposes of this Agreement the ENGINEER and their current hourly fees are:

<b>Employee Classification</b>	<b>Rate</b>
Professional Engineer	\$ 125.00
Architectural Staff	\$ 100.00
Project Manager	\$ 100.00
Planner	\$ 110.00
Licensed Land Surveyor	\$ 95.00
Funding Specialist	\$ 75.00
Senior Technician	\$ 85.00
Technician	\$ 70.00
Survey Crew	\$ 95.00
Resident Project Representative	\$ 70.00
CADD	\$ 70.00
Clerical	\$ 50.00
Mileage	IRS Rate
Reproduction & Shipping Services	At Cost

**SWPPP Phase:**

For services enumerated in **Section 1.6**, the work shall be invoiced as follows:

Preparation of SWPPP (1.6.1)

Lump Sum Fee of \$2,500

Should additional services be requested, they will be invoiced on an hourly basis, or a negotiated lump sum fee.

**Offered by:**

**Accepted by:**

\_\_\_\_\_  
*signature* *date*

Craig A. Bennett                      Project Manager

\_\_\_\_\_  
*Printed name/title*

Miller & Associates,  
Consulting Engineers, P.C.

\_\_\_\_\_  
*Name of CONSULTANT*

\_\_\_\_\_  
*signature* *date*

\_\_\_\_\_  
*Printed name/title*

City of McCook

\_\_\_\_\_  
*Name of CLIENT*

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**The General Terms and Conditions on the following pages are a part of this Agreement**

## GENERAL TERMS AND CONDITIONS

### Consultant Responsibilities

**STANDARD OF CARE:** Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Consultant makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

**CODE COMPLIANCE:** Consultant shall review applicable laws, codes, and regulations and, in the provision of its Services, shall respond to such requirements imposed by the governmental authorities having jurisdiction over the Project and reasonably known to Consultant at the time services are provided. Client acknowledges that the requirements of the federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations and requirements.

**COST EVALUATION:** Evaluations of Client's budget for the Cost of the Work, the preliminary opinions of the Cost of the Work, and updated opinions of the Cost of the Work prepared by Consultant, represent Consultant's judgment as a design professional. It is recognized, however, that neither Consultant nor Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the Cost of the Work or from any opinion of the Cost of the Work or evaluation prepared or agreed to by Consultant.

**DELIVERABLES (PER SCOPE OF SERVICES):** Consultant shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the Scope of Services section.

### Client Responsibilities

**PROJECT SCOPE AND BUDGET:** Client shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the Cost of the Work. The Project budget shall include contingencies for design development and, when required by the scope of the Project, construction of the project. Client shall not significantly increase or decrease the overall Project scope, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of Consultant to a corresponding change in the Project scope, quality, schedule, and compensation of Consultant.

**DESIGNATED CLIENT REPRESENTATIVE:** Client shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to the Project. The Client or its Designated Representative shall render decisions and approve Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services and Project schedule.

**ACCESS TO SITE:** Unless otherwise stated, Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities, but the cost of restoration of any resulting damage has not been included in the fee.

**CLIENT PROVIDED SERVICES AND INFORMATION:** Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project. In addition, Client shall furnish the services of design professionals other than those designated as the responsibility of Consultant in this Agreement or authorize Consultant to furnish them as an Additional Service, when Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project.

Consultant shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by Client, its Designated Representative, and Client's Consultants. Consultants shall have no responsibility for the technical content of Client's, its Designated Representative's, and Client's Consultants' services and information but shall provide prompt written notice to Client if Consultant becomes aware of any error, omission, or inconsistency in such services or information.

**CONSTRUCTION CONTRACTS & RESPONSIBILITIES:** When applicable to the scope of the Project, Client shall retain a qualified contractor, licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project ("Work") utilizing a construction contract based on General Conditions of the Contract for Construction. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of that policy; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

Client understands and acknowledges that (1) Consultant has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

**CLIENT'S REDUCTION OF SCOPE OF SERVICES:** If Client elects to terminate, modify, or reduce any portion of Consultant's Services under this Agreement, Client shall indemnify and hold Consultant and its subconsultants harmless from and against damages, losses, and judgments arising from claims by Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities Consultant did not provide or in which Consultant did not participate.

### General Provisions

**LIMITATION OF DAMAGES:** The Services covered by this Agreement are of a preliminary or limited nature; therefore, neither Consultant, Consultant's subconsultants (if any), nor their agents or employees shall be jointly, severally, or individually liable to Client in excess of compensation to be paid pursuant to the Agreement, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

**OWNERSHIP OF DOCUMENTS:** All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultants shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of construction, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, or use of documents after termination, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expense, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

**USE OF CONSULTANT-PROVIDED INFORMATION:** The information provided by Consultant is intended for the exclusive use of Client for the Scope of Services defined herein and is not to be transmitted for the use of any other party nor used for any other project. Client agrees to defend, indemnify, and hold Consultant harmless from any claims, costs, and expenses, including attorneys' fees and costs of litigation, which result from any

unauthorized or unintended use of Consultant-provided information, or transmission by Client to others of the information resulting from Consultant's Scope of Services.

**MUTUAL INDEMNIFICATION:** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages or liabilities, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages or liabilities, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that both the Consultant and Client has no duty to defend the other from and against any claims, causes of action, or proceedings of any kind.

**MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** Consultant and Client waive consequential damages (such as lost profits, lost revenue, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligation.

**DISPUTE RESOLUTION:** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a session as a condition precedent to mediation.

Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and Consultant or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to non-binding mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, The method of binding dispute resolution shall be Litigation in a court of competent jurisdiction.

**HAZARDOUS MATERIALS:** Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials or toxic substances in any form located on the Project site. If hazardous materials are present, Client shall be responsible to remove them from the Project site in the manner that will not adversely affect the health of any person and comply with applicable governmental laws and regulations. Client shall indemnify and hold Consultant harmless from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Consultant's services and equitable adjustment of fees for Consultant as mutually agreed by the parties.

**EXISTING CONDITIONS:** Documents prepared by Consultant will be prepared based upon reasonable assumptions derived from existing information provided by Client and from observations of the existing conditions by Consultant without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the Work may require changes in the Work resulting in additional cost and delay for which Client shall maintain sufficient contingency. Services required by such changes shall be provided as additional services per this Agreement.

**DISCLAIMER OF THIRD-PARTY RELIANCE:** Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or Consultant.

**GOVERNING LAW:** This Agreement for Professional Services shall be governed by, and performed in compliance with the laws of the state where the Project is located. Any mediation or litigation will reside in Nebraska.

**ASSIGNMENT:** Client and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the Agreement. Neither Client nor Consultant shall assign the Agreement without the written consent of the other, except that Client may assign this Agreement to a lender providing financing for the Project, provided that all monies owed Consultant are paid prior to the date of assignment.

**PROJECT SCHEDULE :** In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or direct failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in violation of this Agreement due to such delays.

**BILLING/PAYMENTS:** Invoices for the Consultant's services shall be submitted, at the Consultant's option, either between completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers (if any) shall be credited on the final invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**SUSPENSION AND TERMINATION:** In the event of suspension of Services, as outlined above or for any other reason beyond Consultant's control, Consultant will have no liability to Client for delay or damage resulting from such suspension. Prior to resuming Services, Consultant shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses, including attorneys' fees, incurred collecting delinquent payments. In addition, Consultant's fees for remaining Services and associated time schedules will also be equitably adjusted.

The Agreement may be terminated for cause after a ten (10) day cure period by either party or for convenience with written notice by Client. Upon termination, all invoices presented by Consultant for Services provided, including reimbursable expenses then due and any costs incurred in pursuit of delinquent payments, shall become immediately due and payable. In the event of termination for convenience, Client shall pay to Consultant a termination fee of ten percent (10%) of fees not yet earned.

#### **MISCELLANEOUS REQUESTS**

In the event Consultant is requested by Client to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which Consultant is not a party, Client shall reimburse Consultant for reasonable costs incurred in responding and compensate Consultant at its then standard rates for reasonable time incurred in gathering information and documentation and attending depositions, hearings, and trial.

## Walters Subdivision

### Preliminary Engineers Estimate of Probable Construction Costs

**Phase 1: 16th Street between 'Q' Street and 'S' Street & 'S' Street between 16th St. & Highway 83, 17th Street between 'S' Street and NW Pickleball Area, Sanitary Sewer extension**

Date : March 24, 2025						<b>Prorated Contingencies, &amp; Engineering Applied to Construction</b>
Project Name: Walters Subdivision & Multi-Use Redevelopment Project - PHASE 1						
Project Location: McCook, Nebraska						
Project Number: 200-G1-029						
No.	Description	Quantity	Unit	Unit Price	Total Price	
<b>SANITARY SEWER</b>						
1	Mobilization	1	L.S.	\$15,000.00	\$15,000.00	
2	Traffic Control	1	L.S.	\$1,000.00	\$1,000.00	
3	Remove & Salvage					
	a. 10" VCP Plug	1	Each	\$160.00	\$160.00	
	b. 8" VCP Plug	0	Each	\$135.00	\$0.00	
4	Furnish & Install PVC					
	a. 10" Diameter	2,960	L.F.	\$126.00	\$372,960.00	
	b. 8" Diameter	2320	L.F.	\$88.00	\$204,160.00	
	c. 6" Diameter	120	L.F.	\$79.00	\$9,480.00	
	d. Jack & Bore Steel Casing Across Hwy 83 ROW	200	L.F.	\$500.00	\$100,000.00	
5	Furnish & Install Bedding	5,400	L.F.	\$25.00	\$135,000.00	
6	Construct Standard Manhole					
	a. 4' Diameter	19	Each	\$14,280.00	\$271,320.00	
7	Furnish & Install VCP Fittings, complete in place					
	a. 8" VCP Plug	14	Each	\$289.00	\$4,046.00	
	b. 6" VCP Plug	4	Each	\$263.00	\$1,052.00	
8	Furnish & Install VCP Connection Collar					
	a. 10" Diameter	0	Each	\$3,780.00	\$0.00	
9	Reinstall VCP Plug					
	a. 10" Diameter	0	Each	\$210.00	\$0.00	
10	Dewatering	0	L.F.	\$118.00	\$0.00	
<b>SUBTOTAL SANITARY SEWER</b>					<b>\$1,114,178.00</b>	<b>\$1,312,155.29</b>

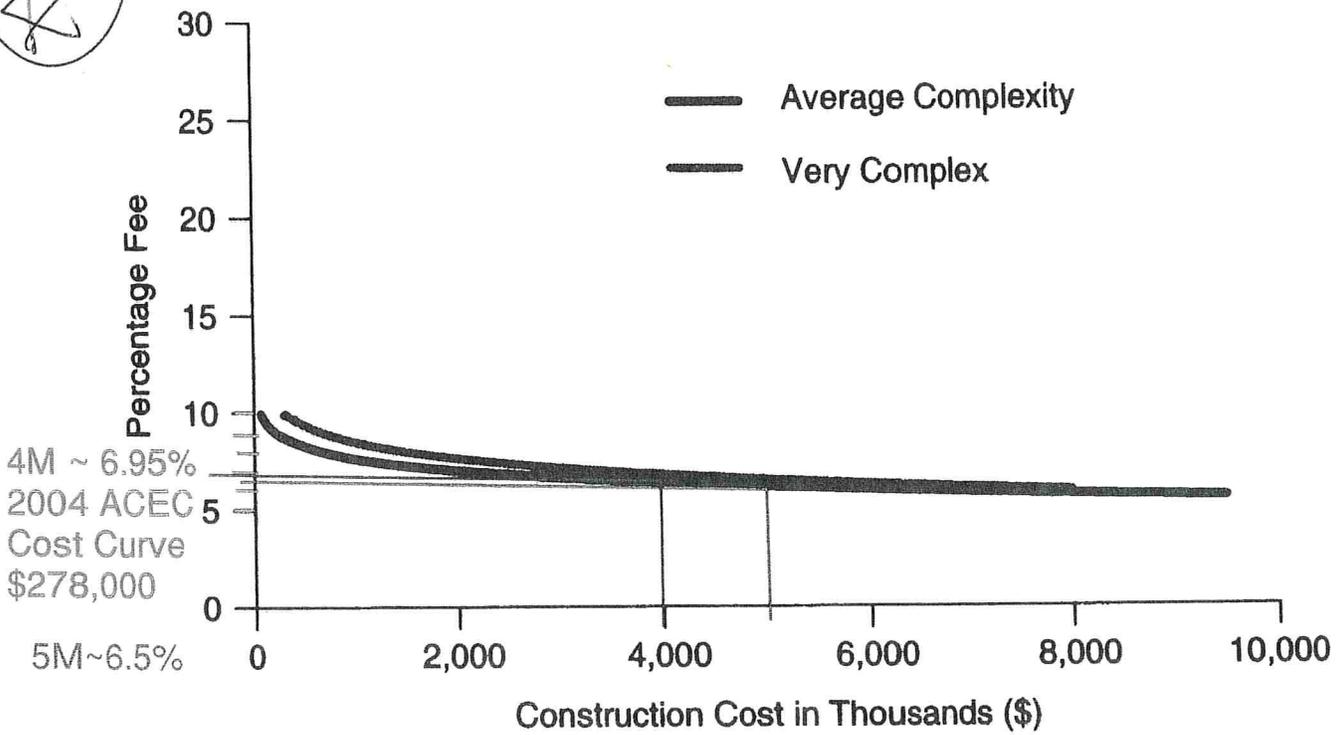
<b>WATER MAIN</b>						
12	Mobilization	1	L.S.	5,500.00	\$5,500.00	
13	Traffic Control	1	L.S.	1,000.00	\$1,000.00	
14	Remove & Salvage					
	a. 16" Cap	0	Each	\$315.00	\$0.00	
	b. 8" Plug	1	Each	\$160.00	\$160.00	
15	Furnish & Install Ductile Iron Pipe w/Polyethylene Encasement, complete in place					
	a. 16" Diameter	2,550	L.F.	\$138.00	\$351,900.00	
	b. 8" Diameter	2,475	L.F.	\$93.00	\$230,175.00	
	c. 6" Diameter	160	L.F.	\$84.00	\$13,440.00	
16	Furnish & Install Valve & Valve Box, complete in place					
	a. 16" Diameter Butterfly	7	Each	\$7,900.00	\$55,300.00	
	b. 8" Diameter Gate Valve	10	Each	\$3,282.00	\$32,820.00	
	c. 6" Diameter Gate Valve	13	Each	\$2,678.00	\$34,814.00	
17	Furnish & Install Fittings, complete in place					
	a. 16" x 8" Reducer	7	Each	\$2,100.00	\$14,700.00	
	b. 16" x 16" Cross	1	Each	\$5,000.00	\$5,000.00	
	c. 16" x 16" Tee	1	Each	\$4,500.00	\$4,500.00	
	d. 8" x 8" Cross	3	Each	\$1,155.00	\$3,465.00	
	e. 8" x 6" Swivel Tee	13	Each	\$788.00	\$10,244.00	
	f. 8" Plug	6	Each	\$342.00	\$2,052.00	
18	Furnish & Install Fire Hydrant Assembly					
	a. 6' Bury Depth	13	Each	\$6,195.00	\$80,535.00	
	b. 6" Extension	2	Each	\$840.00	\$1,680.00	
19	Furnish & Install Connection, complete in place					
	a. 16" Diameter	1	Each	\$2,000.00	\$2,000.00	
	b. 8" Diameter	1	Each	\$1,575.00	\$1,575.00	
20	Triple Wrap Pipe with Polyethylene Encasement, complete in place					
	a. 8" Diameter DIP	40	L.F.	\$11.00	\$440.00	
<b>SUBTOTAL WATER</b>					<b>\$851,300.00</b>	<b>\$1,002,566.73</b>

<b>PAVING &amp; STORM SEWER</b>						
21	Mobilization	1	L.S.	\$37,000.00	\$37,000.00	
22	Traffic Control	1	L.S.	\$1,000.00	\$1,000.00	
23	Earthwork Measured in Embankment - Established Quantity (E.Q.)	6,250	C.Y.	\$18.50	\$115,625.00	
	Detention Cells	3	Each	\$45,000.00	\$135,000.00	
	Temporary Outfall Ditches in place of storm pipe	1	L.S.	\$40,000.00	\$40,000.00	
24	Overexcavate and Replacement of Unsuitable Base Material (if required)	500	C.Y.	\$20.00	\$10,000.00	
25	Remove & Haul Concrete Header	36	L.F.	\$5.00	\$180.00	
26	Construct Foundation Course, 4" Thick	18,705	S.Y.	\$7.50	\$140,287.50	
27	Construct P.C. Concrete Pavement, 6" Thick, Type 47B-3500	18,705	S.Y.	\$60.00	\$1,122,300.00	
28	Construct Integral Curb, complete in place	9,000	L.F.	\$5.00	\$45,000.00	
29	Construct Colored Brick Pattern Stamped Concrete a. 4" Thick	0	S.Y.	\$120.00	\$0.00	
30	Construct Curb Inlets w/4' Throat	20	Each	\$6,000.00	\$120,000.00	
31	Furnish & Install RCP					
	a. 36" Diameter	1274	L.F.	\$242.00	\$308,308.00	
	b. 24" Diameter	1988	L.F.	\$195.00	\$387,660.00	
	b. 18" Diameter	450	L.F.	\$90.00	\$40,500.00	
	c. 36" Diameter FES	5	Each	\$2,835.00	\$14,175.00	
	d. 24" Diameter FES	7	Each	\$2,150.00	\$15,050.00	
	d. 18" Diameter FES	1	Each	\$1,208.00	\$1,208.00	
32	Construct Concrete Header	288	L.F.	\$5.00	\$1,440.00	
33	Adjust Valve Box to Grade	24	Each	\$600.00	\$14,400.00	
34	Adjust Manhole to Grade	18	Each	\$1,200.00	\$21,600.00	
35	Furnish & Install Electrical Conduit 2"	4,200	L.F.	\$11.00	\$46,200.00	
36	Furnish & Install 2" Long Sweep Elbow	45	Each	\$54.00	\$2,430.00	
37	Furnish & Install 2" 45 Degree Bend	21	Each	\$54.00	\$1,134.00	
38	Pull Box Installation	21	Each	\$350.00	\$7,350.00	
39	Permanent Pavement Marking Grooved & Painted					
	a. 4" Solid White Line	200	L.F.	\$8.50	\$1,700.00	
	b. 4" Solid Yellow Line	200	L.F.	\$8.50	\$1,700.00	
40	Furnish, Install & Maintain Erosion Control Items					
	a. Silt Fence	1000	L.F.	\$15.00	\$15,000.00	
	b. Inlet Protection	20	Each	\$250.00	\$5,000.00	
	c. Concrete Washout Pit	1	Each	\$1.00	\$1.00	
41	Furnish & Apply Seeding Type F	5	Acre	\$6,000.00	\$30,000.00	
<b>TOTAL PAVING/STORM SEWER</b>					<b>\$2,681,248.50</b>	<b>\$3,157,677.13</b>

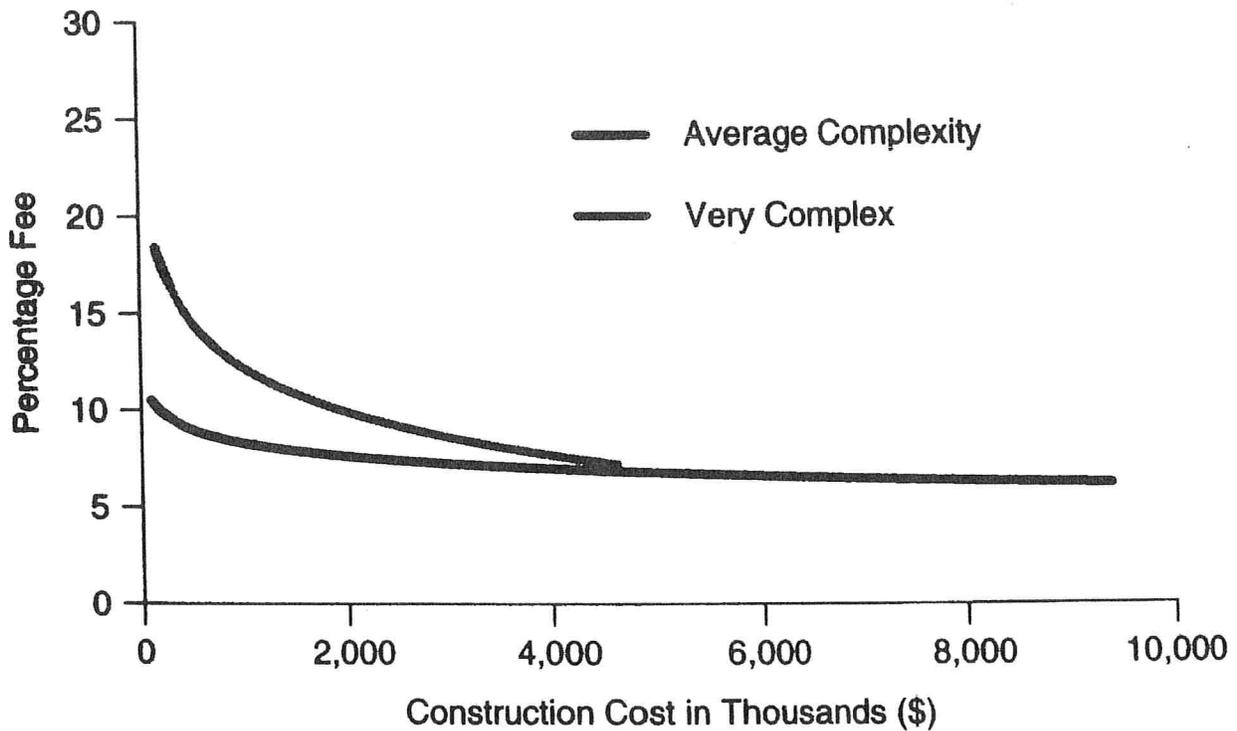
<b>HIKE BIKE TRAIL</b>					
42	Mobilization	0	L.S.	\$20,000.00	\$0.00
43	Traffic Control	0	L.S.	\$1,000.00	\$0.00
44	Earthwork Measured in Embankment - Established Quantity (E.Q.)	0	C.Y.	\$18.50	\$0.00
45	Overexcavate and Replacement of Unsuitable Base Material (if required)	0	C.Y.	\$20.00	\$0.00
48	Construct P.C. Concrete Pavement, 6" Thick, Type 47B-3500 (6,320 L.F.)	0	S.Y.	\$60.00	\$0.00
<b>TOTAL HIKE BIKE TRAIL</b>					<b>\$0.00</b>
					<b>\$0.00</b>

<b>TOTAL CONSTRUCTION COSTS</b>			<b>\$4,646,726.50</b>	
<b>CONTINGENCIES</b>		10.00%	<b>\$464,672.65</b>	
<b>SUBTOTAL CONSTRUCTION COSTS</b>			<b>\$5,111,399.15</b>	
<b>M&amp;A - TOPOGRAPHIC SURVEY AND PLATTING SERVICES</b>			<b>\$12,000.00</b>	
<b>M&amp;A - DESIGN PHASE/BIDDING SERVICES</b>			<b>\$208,000.00</b>	
<b>M&amp;A - CONSTRUCTION PHASE SERVICES (7 MONTH PERIOD @ HOURLY)</b>			<b>\$141,000.00</b>	
<b>TOTAL CONSTRUCTION COSTS</b>			<b>\$5,472,399.15</b>	<b>\$5,472,399.15</b>

# TOTAL PROJECT COST



**GRAPH 1. Design Fee vs. Construction Cost for New Construction.**



**GRAPH 2. Design Fee vs. Construction Cost for Modifications.**

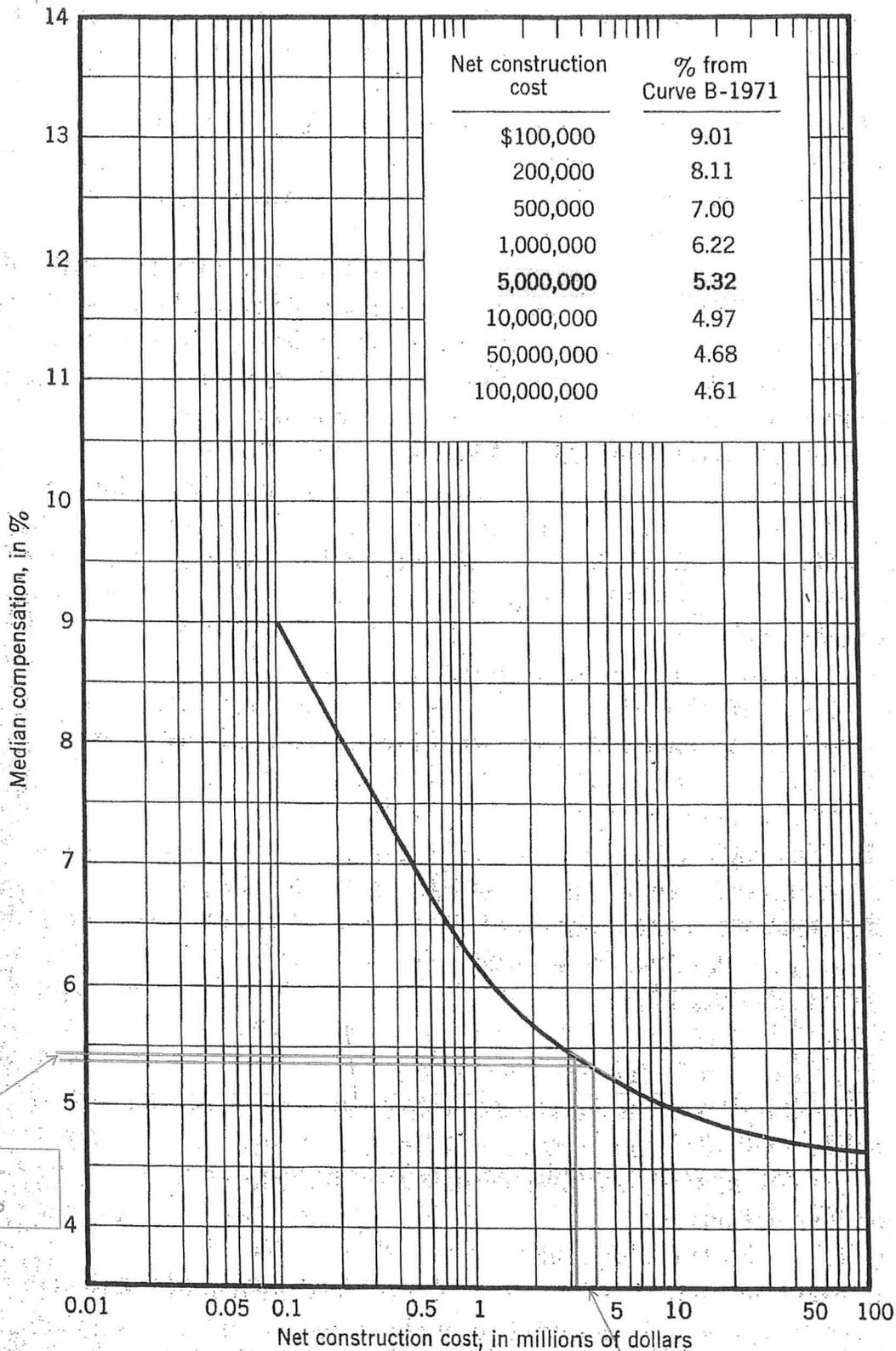


FIG. 2—CURVE B, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF CONSTRUCTION COST FOR PROJECTS OF AVERAGE COMPLEXITY (1971)

5.4%  
5.46%

3.2M-4M  
w/o CWSRF Sewer

Median Design Fee  
 $3,200,000 * 5.46\% = \$174,720$   
 $4,000,000 * 5.4\% = \$216,000$

Design Fee \$208,000

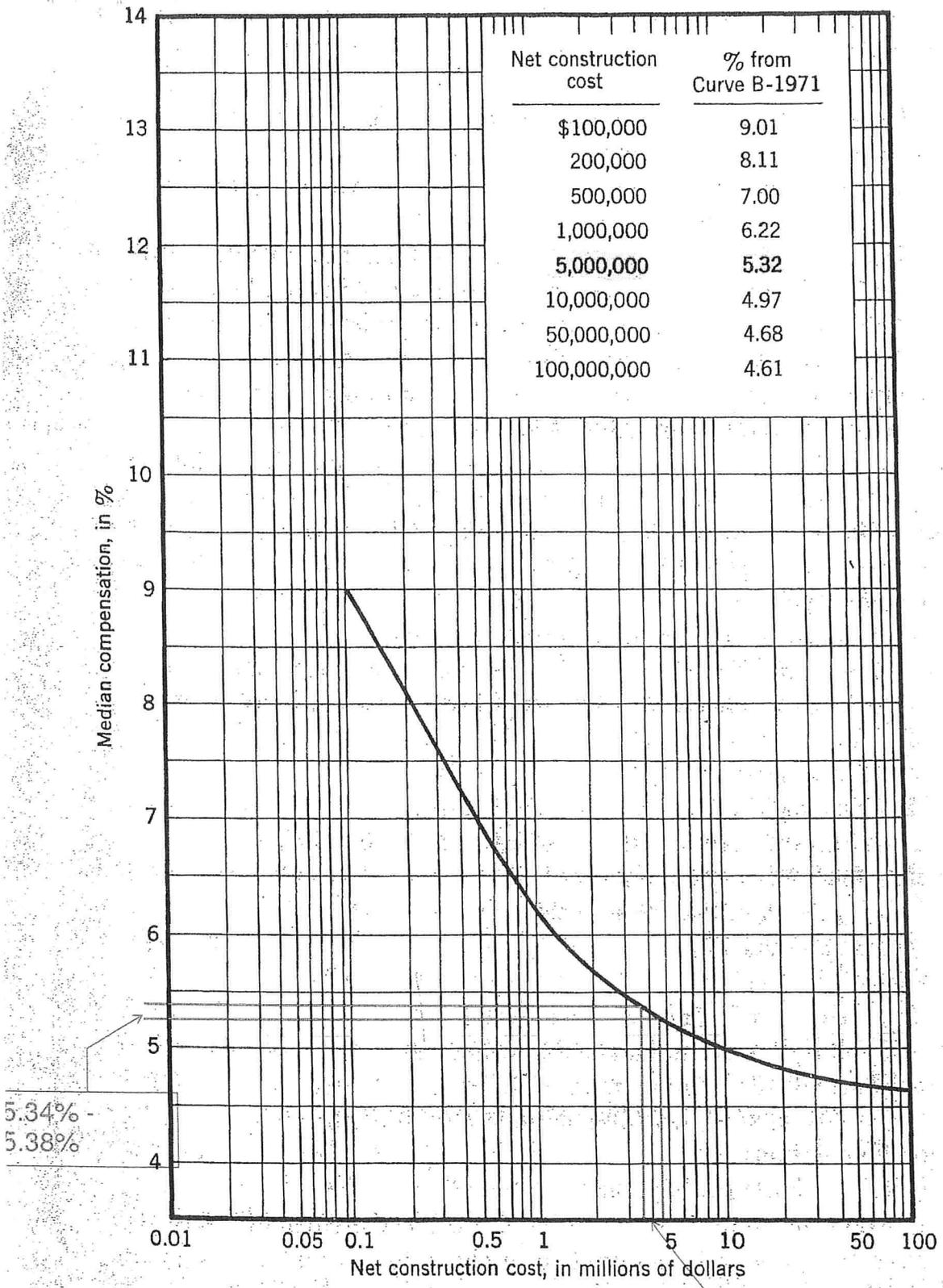


FIG. 2—CURVE B, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF CONSTRUCTION COST FOR PROJECTS OF AVERAGE COMPLEXITY (1971)

4.3M-4.8M  
w/o CWSRF Sewer

Design Fee  
\$208,000

Median Design Fee  
 $4,300,000 * 5.38\% = \$231,340$   
 $4,800,000 * 5.34\% = \$256,320$

5.34% -  
5.38%

**CITY MANAGER'S REPORT  
APRIL 7, 2025 MCCOOK CITY COUNCIL MEETING**

**5.B.**  
ITEM NO.     Update regarding the sports complex project.

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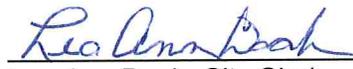
**BACKGROUND:**

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

April 2, 2025

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

April 2, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

April 2, 2025

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

April 2, 2025

**CITY MANAGER'S REPORT  
APRIL 7, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. **5.C** Approve the design concept for the PFC Gerald L. Walters Sports Complex.

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**BACKGROUND:**

At the meeting of the McCook Sports Complex Committee held on April 2, 2025, the Committee voted to recommend approval of the design concept for the PFC Gerald L. Walters Sports Complex to the McCook City Council. The PFC Gerald L. Walters Sports Complex will provide area youth and families with a state-of-the-art sports complex that will improve the quality of life for citizens residing in Southwest Nebraska. A copy of the design concept is attached to this report for review.

Representatives of Mammoth Sports Construction will be present at the April 7, 2025 McCook City Council meeting to discuss the design concept and take questions from the City Council and members of the public.

**APPROVALS:**



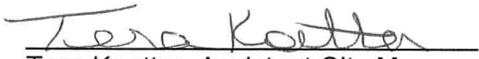
Nathan A. Schneider, City Manager

April 2, 2025



Lea Ann Doak, City Clerk

April 2, 2025



Tera Koetter, Assistant City Manager

April 2, 2025



Kyle Potthoff, Public Works Director

April 2, 2025

Mammoth is still working on the design concept and plan to be at the council meeting on Monday.

**CITY MANAGER'S REPORT  
APRIL 7, 2025 MCCOOK CITY COUNCIL MEETING**

**5.D.**  
ITEM NO. \_\_\_ Discussion regarding potential revenue options for the City of McCook.

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**BACKGROUND:**

With the passage of LB 34 in 2024 and potential sales tax diminutions, the City of McCook is faced with the age old question - are there other methods of generating revenue to provide services the citizens of McCook expect without raising taxes? The City of McCook discussed implementing an occupation tax on games of chance in 2023, with said ordinance usurped by the State of Nebraska. Staff would like to bring this issue up as a discussion topic to get the City Council's opinion on exploring other occupation tax options. Specifically, staff would like to hotel and cell phones. *review*

This agenda item was previously discussed at the January 20 and March 17 McCook City Council meetings. At the request of the City Council, staff compiled a list of communities that have telephone occupation taxes, all but one of which levied an occupation tax on both land and mobile phones. With the implementation of LB 1023 last year, the State of Nebraska set a limit of 4% on telecommunication occupation tax rates.

**APPROVALS:**



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

April 2, 2025



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

April 2, 2025



\_\_\_\_\_  
Tera Koetter, Assistant City Manager

April 2, 2025

**CURRENT RATES AS POSTED ON WEBSITE**

<b><u>COMMUNITY</u></b>	<b><u>RATE</u></b>	
Beatrice	5%	Land/Mobile
Alliance	3%	Land/Mobile
Columbus	5%	Land/Mobile
Fremont	4%	Land/Mobile
Holdrege	3%	Land Only
N Platte	3%	Land/Mobile
Sidney	5%	Land/Mobile
York	4%	Land/Mobile

LB1023 approved by Governor April 23, 2024 lowered the maximum telecommunications occupation rate from 6.25% to 4%, unless increase has been approved by a vote

# Telecommunications Occupation Tax

## Telecommunications Occupation Tax

**Notice to all telephone companies providing communication services within the corporate city limits of Columbus, Nebraska:**

The Nebraska State Legislature recently passed LB1023 which lowers the telecommunications occupation tax that can be collected from five percent (5%) to four percent (4%). On Aug. 19, 2024, the City of Columbus, Nebraska adopted Ordinance No. 24-20 incorporating this reduction.

**The 4% will begin with your 4th Quarter 2024 gross sales reporting.**

We have also updated our tax reporting form. **This new form must be fully completed and submitted with your quarterly payment.** For your convenience, a fillable pdf version is available below.

Questions can be addressed by contacting the City Clerk's office at 402-562-4224, option 4 or [cclerk@columbusne.us](mailto:cclerk@columbusne.us).

[Letter About Occupation Tax 4%](#) | [Ordinance](#) | [Occupation Tax Reporting Form](#)

 Select Language 

(8)(b)(iii) of this section.

(d) In order to receive the property tax exemptions allowed by subdivision (8)(c) of this section, the taxpayer shall annually file a claim for exemption with the Tax Commissioner on or before May 1. The form and supporting schedules shall be prescribed by the Tax Commissioner and shall list all property for which exemption is being sought under this section. A separate claim for exemption must be filed for each agreement and each county in which property is claimed to be exempt. A copy of this form must also be filed with the county assessor in each county in which the applicant is requesting exemption. The Tax Commissioner shall determine whether a taxpayer is eligible to obtain exemption for personal property based on the criteria for exemption and the eligibility of each item listed for exemption and, on or before August 1, certify such determination to the taxpayer and to the affected county assessor.

(9) The taxpayer shall, on or before the receipt or use of any incentives under this section, pay to the director a fee of one-half percent of such incentives, except for the exemption on personal property, for administering the Imagine Nebraska Act, except that the fee on any sales tax exemption may be paid by the taxpayer with the filing of its sales and use tax return. Such fee may be paid by direct payment to the director or through withholding of available refunds. A credit shall be allowed against such fee for the amount of the fee paid with the application. All fees collected under this subsection shall be remitted to the State Treasurer for credit to the Imagine Nebraska Cash Fund, which fund is hereby created. The fund shall consist of fees credited under this subsection and any other money appropriated to the fund by the Legislature. The fund shall be administered by the Department of Economic Development and shall be used for administration of the Imagine Nebraska Act. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

Sec. 17. Section 81-523, Revised Statutes Cumulative Supplement, 2022, is amended to read:

81-523 (1) For the purpose of maintaining the office of the State Fire Marshal and such other fire prevention activities as the Governor may direct, every foreign and alien insurance company including nonresident attorneys for subscribers to reciprocal insurance exchanges shall, on or before March 1, pay a tax to the Director of Insurance of three-fourths of one percent of the gross direct writing premiums and assessments received by each of such companies during the preceding calendar year for fire insurance business done in this state.

(2) For the purpose set forth in subsection (1) of this section, every domestic insurance company including resident attorneys for subscribers to reciprocal insurance exchanges shall, on or before March 1, pay a tax to the Director of Insurance of three-eighths of one percent of the gross direct writing premiums and assessments received by each of such companies during the preceding calendar year for fire insurance business done in this state.

(3) The term fire insurance business, as used in subsections (1), (2), and (4) of this section, shall include, but not be limited to, premiums of policies on fire risks on automobiles, whether written under floater form or otherwise.

(4) Return premiums on fire insurance business, subject to the fire insurance tax, in accordance with subsections (1) and (2) of this section, may be deducted from the gross direct writing premiums for the purpose of the tax calculations provided for by subsections (1) and (2) of this section. In the case of mutual companies and assessment associations, the dividends paid or credited to policyholders or members in this state shall be construed to be return premiums.

(5) Any tax collected pursuant to subsections (1) and (2) of this section shall be remitted to the State Treasurer for credit to the General Fund.

(6) An insurance company described in this section shall receive a credit on the tax imposed under this section as provided in the Affordable Housing Tax Credit Act and the Relocation Incentive Act.

Sec. 18. Section 86-704, Reissue Revised Statutes of Nebraska, is amended to read:

86-704 (1) Any telecommunications company, incorporated or qualified to do business in this state, is granted the right to construct, operate, and maintain telecommunications lines and related facilities along, upon, across, and under the public highways of this state, and upon and under lands in this state, whether state or privately owned, except that (a) such lines and related facilities shall be so constructed and maintained as not to interfere with the ordinary use of such lands or of such highways by the public and (b) all aerial wires and cables shall be placed at a height of not less than eighteen feet above all highway crossings.

(2) Sections 86-701 to 86-707 shall not transfer the rights now vested in municipalities in relation to the regulation of the poles, wires, cables, and other appliances or authorize a telecommunications company to erect any poles or construct any conduit, cable, or other facilities along, upon, across, or under a public highway within a municipality without first obtaining the consent of the governing body of the municipality. The municipality shall not exercise any authority over any rights the telecommunications company may have to deliver telecommunications services as authorized by the Public Service Commission or the Federal Communications Commission.

(3) Consent from a governing body for the use of a public highway within a municipality shall be based upon a lawful exercise of its statutory and constitutional authority. Such consent shall not be unreasonably withheld, and

a preference or disadvantage shall not be created through the granting or withholding of such consent. A municipality shall not adopt an ordinance that prohibits or has the effect of prohibiting the ability of a telecommunications company to provide telecommunications service.

(4)(a) A municipality shall not levy a tax, fee, or charge for any right or privilege of engaging in a telecommunications business or for the use by a telecommunications company of a public highway other than:

~~(i) An (i)(A) Until January 1, 2013, an occupation tax authorized under section 14-109, 15-202, 15-203, 16-205, or 17-525; and (B) Beginning January 1, 2013, an occupation tax authorized under section 14-109, 15-202, 15-203, 16-205, or 17-525 that meets the following requirements:~~

~~(A) (I) The occupation tax shall be imposed only on the receipts from the sale of telecommunications service as defined in subdivision (7)(aa) of section 77-2703.04; and~~

~~(B) Except as provided in subsection (5) of this section, the (II) The occupation tax shall not exceed:~~

~~(I) Before October 1, 2024, six and twenty-five hundredths percent; and~~

~~(II) Beginning October 1, 2024, four percent except as provided in subsection (5) of this section; and~~

~~(ii) A public highway construction permit fee or charge to the extent that the fee or charge applies to all persons seeking use of the public highway in a substantially similar manner. All public highway construction permit fees or charges shall be directly related to the costs incurred by the municipality in providing services relating to the granting or administration of permits. Any highway construction permit fee or charge shall also be reasonably related in time to the occurrence of such costs.~~

~~(b) Any tax, fee, or charge imposed by a municipality shall be competitively neutral.~~

~~(5) A Beginning January 1, 2013, a municipality may increase an occupation tax described in subdivision (4)(a)(i) (4)(a)(i)(B) of this section to a rate that exceeds the limit contained in subdivision (4)(a)(i)(B) (4)(a)(i)(B)(II) of this section if the question of whether to increase such rate has been submitted at a primary or general election at which members of the governing body of the municipality are nominated or elected or at a special election held within the municipality and in which all registered voters shall be entitled to vote on such question. A municipality may not increase its existing rate pursuant to this subsection by more than twenty-five hundredths percent at any one election. The officials of the municipality shall order the submission of the question by submitting a certified copy of the resolution proposing the rate increase to the election commissioner or county clerk at least fifty days before the election. The election shall be conducted in accordance with the Election Act. If a majority of the votes cast upon such question are in favor of such rate increase, then the governing body of such municipality shall be empowered to impose the rate increase. If a majority of those voting on the question are opposed to such rate increase, then the governing body of the municipality shall not impose such rate increase.~~

~~(6) The changes made by Laws 1999, LB 496, shall not be construed to affect the terms or conditions of any franchise, license, or permit issued by a municipality prior to August 28, 1999, or to release any party from any obligations thereunder. Such franchises, licenses, or permits shall remain fully enforceable in accordance with their terms. A municipality may lawfully enter into agreements with franchise holders, licensees, or permittees to modify or terminate an existing franchise, license, or agreement.~~

~~(7) Taxes or fees shall not be collected by a municipality through the provision of in-kind services by a telecommunications company, and a municipality shall not require the provision of in-kind services as a condition of consent to the use of a public highway.~~

~~(8) The terms of any agreement between a municipality and a telecommunications company regarding use of public highways shall be matters of public record and shall be made available to any member of the public upon request, except that information submitted to a municipality by a telecommunications company which such telecommunications company determines to be proprietary shall be deemed to be a trade secret pursuant to subdivision (3) of section 84-712.05 and shall be accorded full protection from disclosure to third parties in a manner consistent with state law.~~

Sec. 19. Sections 13 and 21 of this act become operative for all taxable years beginning or deemed to begin on or after January 1, 2025, under the Internal Revenue Code of 1986, as amended. The other sections of this act become operative on their effective date.

Sec. 20. If any section in this act or any part of any section is declared invalid or unconstitutional, the declaration shall not affect the validity or constitutionality of the remaining portions.

Sec. 21. Original section 77-2733, Reissue Revised Statutes of Nebraska, is repealed.

Sec. 22. Original section 86-704, Reissue Revised Statutes of Nebraska, sections 77-908, 77-3806, 77-6831, and 81-523, Revised Statutes Cumulative Supplement, 2022, and sections 77-2701, 77-2715.07, 77-2716, 77-2717, and 77-2734.03, Revised Statutes Supplement, 2023, are repealed.

Sec. 24-87. - Public service/utility companies occupation tax; amount imposed.

An occupation tax is hereby imposed on each public service company or public utility company described in this section and doing business within the city on the gross receipts resulting from such business earned within the city. The occupation tax levied by this section shall be based upon a percentage of the gross receipts earned by such companies, except in subsection (5) below the tax levied shall be the percentage of gross receipts received from commercial and industrial customers, as follows:

- (1) Electrical light and power companies .....3%
- (2) Gas, natural and manufactured .....5%
- (3) Telecommunications companies .....5%
  - a. Basic local exchange services shall include the access and transmission of two-way switched communications within the city, including local telephone and telecommunication services;
  - b. Inter-exchange services shall mean the access and transmission of communications between two (2) or more local exchange areas, provided that such inter-exchange service either (a) originates from an end user within the city or (b) terminates with an end user within the city, and is charged to a service address within the city regardless of where the charges are actually paid;
  - c. Mobile services shall include any radio or similar communication services provided pursuant to license or authority granted by the Federal Communications Commission, charged to a service address within the city regardless of where the charges are actually paid, including cellular, radio paging, and mobile radio services; and
  - d. Any other similar telecommunication services involving any electronic or electromagnetic transmission of messages originating and terminating in the State of Nebraska and charged to a service address in the city, regardless of where the charges are actually paid.
- (4) Cable TV companies .....5%
- (5) Garbage, refuse and rubbish collection companies' gross receipts from commercial and industrial customers .....3%

(Ord. No. 05-20, § 1, 9-6-05)

Sec. 24-88. - Telecommunication occupation tax, internet tax freedom act.

Taxation for Internet usage shall be excepted as contained in The Internet Tax Freedom Act, 47 U.S.C. §151.

(Ord. No. 05-20, § 1, 9-6-05)

Sec. 18-317. - Occupation tax—Requirement to pay.

- (a) An occupation tax is hereby levied and imposed on every person or business entity who engages in the business of providing local exchange telephone service, intrastate message toll telephone service and mobile telecommunications services for revenue in the city. All telephone companies doing business in the city are required to pay an occupation tax in an amount equal to three percent of the gross receipts charges collected for local exchange telephone service from subscribers within the city.
- (b) All telecommunications companies shall pay three percent of the gross receipts, from mobile telecommunication services as defined in subsection (a) of this section, received from furnishing mobile telecommunications service that originates or terminates in this state to a customer with a place of primary residence or place of business within the corporate limits of the city.
- (c) The term "gross receipts" does not mean:
  - (1) The gross income, including division of revenue, settlements, or carrier access charges received on or after January 1, 1984, from the sale of a telephone communication service to a communication service provider for purposes of furnishing telephone communication service; or
  - (2) The gross income attributable to services rendered using a prepaid telephone calling arrangement.

(Code 1986, § 2-402; Ord. No. 2590, 1-17-2008)

**State Law reference—** Occupation taxes, R.R.S. 1943, §§ 16-205, 86-704.

**§ 111.01 OCCUPATION TAX ON TELEPHONE.**

**Publisher's Note:** This Section has been **AMENDED** by new legislation (Ord. 24-20, passed 8-19-2024). The text of the amendment will be incorporated below when the amending legislation is codified.

(A) For the purpose of raising a revenue, there is hereby levied a license or occupation tax upon each and every occupation or business carried on within the corporate limits as hereinafter specified.

(B) (1) The amount of the occupation tax levied and imposed on telephone companies shall be the sum of 5% of the gross receipts resulting from the sales of communication services (including cell phone customers) within the corporate limits of the city. There shall be excepted from the provisions of this chapter all receipts from telephone service to the United States government or any of its departments, and all receipts from the state or any of its departments, and no part or portion of the tax provided for in this chapter shall be levied upon or assessed against or taken from the United States government, the government of the state or any of either of their departments.

(2) The payment of such occupation tax shall be upon the following terms and conditions.

(a) The payment of the occupation tax levied pursuant to this section shall be in quarterly payments, using the calendar quarter as a basis for determining and computing the quarterly amount of tax payable. Each quarter's payment shall be due 45 days after the termination of each calendar quarter.

(b) The occupation tax levied on such telephone companies shall be paid to the Finance Director at the time herein provided and the amount of payment shall be credited by the Finance Director to the General Fund.

(c) All telephone companies shall, at the time they make their payments of the occupation tax levied pursuant to the provisions hereof, file with the Finance Director a full, complete and detailed statement of the gross receipts subject to such occupation tax, which statement shall be duly verified and sworn to by the manager in charge of the business of the particular company in the city or by a higher managerial employee of such company.

(d) Each succeeding payment of the occupation tax levied pursuant to the provisions hereof may include any adjustment which is shown on the report provided for herein, which may be necessary for the consideration of uncollectibles or any other matters which may have resulted in either an excess or a deficiency in the amount of tax paid in any previous quarter.

(e) At all times during reasonable business hours, the city shall have the right to inspect, through its officers, agents or representatives, the books and records of any telephone company for the purpose of verifying any report submitted pursuant to the provisions hereof.

(Prior Code, § 111.01) (Ord. 05-23, passed 3-21-2005; Ord. 20-14, passed 9-8-2020)

Sec. 14-101. - Occupation tax; exemption.

- (a) All telephone companies and mobile telecommunications services doing business in the City are required to pay an occupation tax to the City in an amount equal to four (4) percent of the gross receipts from the legally established basic monthly charges collected for local exchange telephone service to subscribers within the City, intrastate message toll telephone service and mobile telecommunications services for revenue in the City. There shall be excepted from the provisions of this article all receipts for telephone service to the United States government or any of its departments, and all receipts from the state or any of its departments, and no part or portion of the tax provided for in this article shall be levied upon or assessed against or taken from the United States government, the government of the state, or any of either of their departments.
- (b) As used in this section, mobile telecommunications services shall mean a wireless communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves, and includes:
  - (1) Both one-way and two-way wireless communications services;
  - (2) A mobile service which provides a regularly interacting group of base, mobile, portable and associated control and relay stations, whether on an individual, cooperative, or multiple basis for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation; and
  - (3) Any personal communications service.

## ARTICLE 6: TELEPHONE COMPANIES

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### Section

- 10-601 Imposed; rate; exception
- 10-602 Schedule of payments
- 10-603 Payment to City Treasurer; receipt for payment
- 10-604 Interest and penalty for delinquent taxes
- 10-605 Statement of gross receipts
- 10-606 Adjustment of payment
- 10-607 Inspection of books and records
- 10-608 Computation upon failure to file statement and the like
- 10-609 Civil action to recover tax

### **§ 10-601 IMPOSED; RATE; EXCEPTION.**

(A) All telephone companies doing business in the city are required to pay an occupation tax to the city in an amount equal to **3% of the gross receipts from** the legally established basic monthly charges collected for telephone service to subscribers within the city.

(B) There shall be excepted from the provisions of this article receipts for telephone service to the United States government or any of its departments, and receipts from the state or any of its departments, and no part or portion of the tax provided for in this article shall be levied upon or assessed against or taken from the United States government, the government of the state or any of either of their departments.

(2005 Code, § 10-601)

### **§ 10-602 SCHEDULE OF PAYMENTS.**

(A) The payment of the occupation tax levied pursuant to this article shall be in quarterly payments, using the calendar quarter year as a basis for determining and computing the amount of tax payable.

(B) Each quarterly payment shall be due 45 days after the termination of each calendar quarter year.

(2005 Code, § 10-602)

### **§ 10-603 PAYMENT TO CITY TREASURER; RECEIPT FOR PAYMENT.**

The occupation tax levied pursuant to this article shall be paid to the City Treasurer for the benefit of the General Fund of said city at the time provided by this article, and he or she shall issue and deliver his or her receipt therefor upon the payment thereof and the amount of payment shall be credited by the City Treasurer to the General Fund.

(2005 Code, § 10-603)

### **§ 10-604 INTEREST AND PENALTY FOR DELINQUENT TAXES.**

All payments of the occupation tax levied pursuant to this article which are made after the due date thereof shall draw interest at the rate of 1% per month and, after payment thereof has been in default

for six months, a penalty of 5% shall be added thereto in addition to such interest charges, which shall be paid by any company subject to this occupation tax.

(2005 Code, § 10-604)

#### **§ 10-605 STATEMENT OF GROSS RECEIPTS.**

All telephone companies shall, at the time they make their quarterly payments of the occupation tax levied pursuant to this article, file with the City Treasurer a full, complete and detailed statement of the gross receipts subject to such occupation tax, which statement shall be duly verified and sworn to by the manager in charge of the business of the particular company in the city or by a higher managerial employee of such company.

(2005 Code, § 10-605)

#### **§ 10-606 ADJUSTMENT OF PAYMENT.**

Each succeeding quarterly payment of the occupation tax levied pursuant to this article may include any adjustment which is shown on the report provided for by § 10-605 of this article, which may be necessary for the consideration of uncollectibles or any other matters which may have resulted in either an excess or a deficiency in the amount of tax paid in any previous quarter.

(2005 Code, § 10-606)

#### **§ 10-607 INSPECTION OF BOOKS AND RECORDS.**

The city shall have the right at any time to inspect, through its officers, agents or representatives, the books and records of any telephone company, for the purpose of verifying any report submitted pursuant to the requirements of § 10-605 of this article.

(2005 Code, § 10-607)

#### **§ 10-608 COMPUTATION UPON FAILURE TO FILE STATEMENT AND THE LIKE.**

In case any telephone company shall refuse, fail or neglect to furnish or file any report required in § 10-605 of this article at the time required for such filing, or shall fail or refuse to permit the city to inspect the books and records of such company for the purpose of verifying such report, then the occupation tax for the preceding quarter shall be the sum of \$5,000, and such amount shall be paid within 45 days following the end of the calendar quarter as required by § 10-605 of this article and such amount shall draw interest and be subject to penalties as provided by § 10-604 of this article.

(2005 Code, § 10-608)

#### **§ 10-609 CIVIL ACTION TO RECOVER TAX.**

When any telephone company shall fail to make payment of the occupation tax provided for by this article at the time specified for such payment, the city shall have the right to sue any such company in any court of competent jurisdiction for the amount of such occupation tax due and payable under the terms and provisions of this article and may recover judgment against any such company for such amount so due, together with interest and penalties, and may have execution thereon.

(2005 Code, § 10-609)

## CHAPTER 120: TELECOMMUNICATION SERVICES

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Section

120.01 Definition

120.02 Occupation tax imposed

### § 120.01 DEFINITION.

For the purposes of Title XI and this chapter, **TELECOMMUNICATION SERVICES** are defined pursuant to Nebraska Sales and Use Tax regulation 1-065.

(Ord. 4138, § 1, 8-15-2024)

### § 120.02 OCCUPATION TAX IMPOSED.

All telephone companies and mobile telecommunications services doing business in the city are required to pay an occupation tax to the city in an amount equal to **3% of the gross receipts** from the legally established basic monthly charges collected for local exchange telephone service to subscribers within the city, intrastate message toll telephone service, intrastate telephone communication service and telegraph service, wireless paging service, **and mobile telecommunications services** for revenue in the city. This includes those services which are sold by mutual companies. Payment of such occupation tax is due in accordance with § 110.03(A).

(Ord. 4138, § 1, 8-15-2024)

ORDINANCE NO. 4138

AN ORDINANCE OF THE CITY OF NORTH PLATTE, LINCOLN COUNTY, NEBRASKA TO AMEND THE CODE OF THE CITY OF NORTH PLATTE BY ADDING CHAPTER 120, ENTITLED "TELECOMMUNICATION SERVICES" TO TITLE XI "BUSINESS REGULATIONS"; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CODE OF THE CITY OF NORTH PLATTE, NEBRASKA; 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 NORTH PLATTE, LINCOLN COUNTY, NEBRASKA:

Section 1. The Code of the City of North Platte, Nebraska, is hereby amended by adding Chapter 120 "Telecommunication Services" to Title XI "Business Regulations" to read as follows:

**§ 120.01 DEFINITION**

For the purposes of Title XI of the Code of the City of North Platte, Nebraska, and this chapter, telecommunication services are defined pursuant to Nebraska Sales and Use Tax regulation 1-065.

**§ 120.02 OCCUPATION TAX IMPOSED**

All telephone companies and mobile telecommunications services doing business in the City are required to pay an occupation tax to the City in an amount equal to three (3) percent of the gross receipts from the legally established basic monthly charges collected for local exchange telephone service to subscribers within the City, intrastate message toll telephone service, intrastate telephone communication service and telegraph service, wireless paging service, and mobile telecommunications services for revenue in the City. This includes those services which are sold by mutual companies. Payment of such occupation tax is due in accordance with § 110.03(A).

Section 2. 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 or posting as required by law.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

PASSED AND APPROVED THIS 15<sup>TH</sup> DAY OF AUGUST, 2023.

ATTEST:

Angela Gilbert  
City Clerk

[Signature]  
Mayor

(SEAL)

**882.07 TELECOMMUNICATION COMPANIES.**

(a) There is hereby levied upon every person, firm, partnership, corporation or association engaged in the business of offering or providing telecommunication services to the public for hire in the City, a fee set by the Master Fee Schedule, on the gross receipts resulting from any toll services and charges on basic local exchange services; inter-exchange services; mobile services; and other telecommunication services as follows:

(1) Basic local exchange services shall include the access and transmission of two-way switched communications within the City, including local telephone and telecommunication services;

(2) Inter-exchange services shall mean the access and transmission of communications between two or more local exchange areas, provided that such inter-exchange service either originates from an end user within the City or terminates with an end user within the City, and is charged to a service address within the City regardless of where the charges are actually paid;

(3) Mobile services shall include any radio or similar communication services provided pursuant to license or authority granted by the Federal Communications Commission, charged to a service address within the City regardless of where the charges are actually paid, including cellular, radio paging, and mobile radio services; and

(4) Any other similar telecommunication services involving any electronic or electromagnetic transmission of messages originating and terminating in the State of Nebraska and charged to a service address in the City, regardless of where the charges are actually paid.

(b) Exceptions:

(1) Gross receipts shall not include any toll services and charges and no part or portion of the tax provided for in this chapter shall be levied or assessed for services noted below:

A. For interstate telecommunications between persons in this City and persons outside of this state;

B. For local carrier access charges, transmission facilities and switching services provided to telecommunications companies;

C. From accounts charged to the United States government or any of its departments, or the state, or any of its agencies, subdivisions or departments.

(2) The payment of such tax shall be made four times a year using the calendar quarter-year as a basis for computing the amount due. Each quarterly payment shall be due within forty-five days after the end of each calendar quarter-year.

(3) Such tax shall be paid to the Clerk-Treasurer as prescribed herein and he or she shall furnish a proper receipt upon payment. The amount of payment shall be recorded and shall be credited by the Clerk-Treasurer to the General Fund.

(4) A payment of such tax, as provided for herein, which is made after the due date as prescribed in subsection (b)(3) hereof, shall be subject to a penalty of one percent of the amount due for each month or fraction of a month past due. Such penalty shall be paid in addition to the tax which is due.

(5) The payment of such tax shall be accompanied by a statement of the gross receipts subject to such tax. Such statement shall be certified by an authorized representative of the paying company.

(6) Each succeeding payment of such tax may include any adjustment which is shown on the statement provided for in subsection (b)(6) hereof. Such adjustment may include uncollectible amounts or other amounts which cause an increase or decrease in the amount of tax paid in any previous quarter.

(7) The City shall have the right, at any reasonable time, to require any telephone company to produce all books and records necessary to verify any statement submitted pursuant to subsection (b) (6) hereof.

(Ord. 1046. Passed 9-25-84; Ord. 1576. Passed 10-24-06; Ord. 1863. Passed 8-13-24.)



**PART I; General Administration Fee Schedule**

**General Administration Building**

Manufacturer of alcohol/spirits per year	\$ 1,000.00
Manufacturer of alcohol/beer, wine per year	\$ 500.00
Alcohol wholesaler except farm produced beer/wine	\$ 750.00
Beer wholesaler	\$ 500.00
Class A beer retailers	\$ 200.00
Class B beer retailers	\$ 200.00
Class C alcoholic liquor beverages	\$ 600.00
Class D alcoholic liquor beverages	\$ 400.00
Class I alcoholic liquor beverages	\$ 500.00
Special designated liquor license	\$ 20.00
Catering permit	\$ 200.00
Recreational Campgrounds permit	\$ 7.00
Itinerant merchants/Peddler License Fee - Daily	\$ 30.00
Sexually Oriented Business license	\$ 700.00
Sexually Oriented Business investigation Fee	\$ 700.00
Telecommunications Company - Annual Percentage Fee	5%
Vendors License Fee - Annual	\$ 350.00
Vendors License Fee - Daily	\$ 30.00
Auctioneers - Annual	\$ 50.00
Bingo License - Annual	\$ 50.00
Bowling Alley Operators per lane - Annual	\$ 10.00
Circus Operators for advertising the same within City - Annual	\$ 50.00
Fortunetellers, Phrenologists, Mind Readers and Similar occupations, per day	\$ 50.00
Motion Picture Houses, Indoor & Outdoor - Annual	\$ 50.00
Pawnbrokers - Annual	\$ 50.00
Mobile Home Park Operators - Annual	\$ 50.00
Mobile Home Park Operators space over 20 lots, per lot	\$ 2.50
Roller Skating Rink Operators - Annual	\$ 50.00
Roofers not having a permanent place of business in the city - Annual	\$ 100.00
Taxicab operators per cab - Annual	\$ 50.00
Voluntary sales tax	1%
Business occupation tax lodging	2%
Business occupation penalty lodging	10%
Business occupation penalty lodging-Fraud	50%
Occupation Tax penalty not otherwise stated	\$ 200.00

Sec. 50-2. - Franchise fee on telephone companies; exemption.

- (a) All telephone companies and mobile telecommunications services doing business in the city are required to pay a franchise fee to the city in an amount equal to four percent of the gross receipts from the legally established basic monthly charges collected for local exchange telephone service to subscribers within the city, intrastate message toll telephone service and mobile telecommunications services for revenue in the city. There shall be exempted from the provisions of this chapter all receipts for telephone service to the United States government or any of its departments, and all receipts from the state or any of its departments, and no part or portion of the fee provided for in this article shall be levied upon or assessed against or taken from the United States government, the government of the state, or any of either of their departments.
- (b) As used in this section, the term "mobile telecommunication service" means a wireless communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves, and includes:
- (1) Both one-way and two-way wireless communications services;
  - (2) A mobile service which provides a regularly interacting group of base, mobile, portable and associated control and relay stations, whether on an individual, cooperative, or multiple basis for private one-way or two-way land mobile radio communications by eligible users over designated areas of operations; and
  - (3) Any personal communications service.

(Code 1972, § 35-102; Ord. No. 1377, § 3, 7-12-1979; Ord. No. 2044, §§ 1—9, 1-20-2011; Ord. No. 2131, §§ 3, 4, 7-16-2015; Ord. No. 2370, § 4, 8-15-2024)

**CITY MANAGER'S REPORT  
APRIL 7, 2025 MCCOOK CITY COUNCIL MEETING**

**5.E**  
ITEM NO.     Discussion regarding the creation of a donation policy.

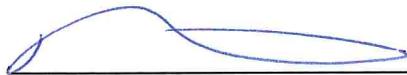
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**BACKGROUND:**

It is necessary for the City of McCook to establish a policy for private donations. City staff would like to create a broad donation policy to encompass as many possible donation scenarios as possible. Staff has included the donation policies of both Kearney and Hastings to this report for consideration.

It is staff's hope that the implementation of a donation policy will provide the City of McCook with a consistent method for accepting gifts.

**APPROVALS:**



Nathan A. Schneider, City Manager

April 2, 2025



Lea Ann Doak, City Clerk

April 2, 2025



Tera Koetter, Assistant City Manager

April 2, 2025

## Donation Policy

The purpose of the City of Kearney's Donation Policy is to establish a policy for donations proposed at facilities, public parks, open space and trails on City property or on public easements. If you are interested in making a donation, please fill out the [Donation Proposal Application](#).

### POLICY

There are occasions when interested parties wish to donate to City of Kearney. It is the policy of the City of Kearney to consider all donation requests and decide if accepting the gift is in the best interest of the community. Donations generally come in the form of facility enhancements, monetary gift, memorial items, services / labor, equipment / materials, land / real property, or partnership projects.

### SCOPE

This policy applies to all City Departments.

## PROCESS

A Donation Proposal Application must be submitted by the donating party to the City Clerk. As necessary, the City may develop a review team to consider the proposal. In certain instances, the appropriate Department Advisory Board or the City Council may be involved in the review process. The following guiding principles will be considered when evaluating a donation:

- appropriate and safe location for placement, easements, utilities, existing structures
- durability, high-quality materials, longevity, attractive
- liability, safety
- future or ongoing maintenance, budget impact
- future site development plans
- natural environment
- accessibility, usefulness
- overall public acceptance/approval

Should the donation be proposed for a historic building, site or district, the City will consult with the Development Services staff and the Nebraska State Historical Society as necessary. Finally, donations made on property with a conservation easement or deed restriction shall require approval from the easement holder if required per the applicable easement or deed.

Depending on the nature of the donation, the City may request supplemental information such as: detailed project budget, copies of cost estimates, site plans, engineered drawings or conceptual drawings associated with the project, and proposed timeline to construct.

Once the proposal is reviewed, City staff will respond to the applicant if the donation was accepted or with the reasons the donation was rejected.

## IMPLEMENTATION

The following guidelines are provided for the funding, installation, removal, maintenance, recognition, and liability of donations:

1. Funding - All costs, including initial installation, labor and materials are the responsibility of the donor unless City agrees to provide. Some projects may require an endowment to ensure the longevity of the gift and to assist the City with future maintenance.

In special situations, such as when the donor is allowed to hire a contractor, a memorandum of understanding or a project agreement may be required. A contingency fund may also be required, of up to 15% of project's cost, to cover necessary change orders and overruns associated with the project. Remaining contingency funds will be applied to the endowment fund for future maintenance costs.

2. Installation – As applicable, an installation timeline shall be developed for all donations. Worked performed by the City, contractor or donor shall be identified. A City employee will be assigned as a manager for the project.

3. Removal or Relocation of Donor Project - Unless specifically agreed to in writing, the City may, at any future date, elect in its sole discretion to remove or relocate the donation. No permanent right, title, or interest of any kind shall vest in the Donor's behalf by virtue of donation acceptance. ✓

Peggy Eynetich, City Clerk  
City of Kearney  
18 East 22nd Street  
P. O. Box 1180 Kearney,  
NE 68848-1180



TELEPHONE · (308) 233-3216  
FAX · (308) 234-6399  
E-MAIL · peynetich@kearneygov.org  
WEBSITE · www.cityofkearney.org

### DONATION PROPOSAL APPLICATION CITY OF KEARNEY

Application should be completed and submitted to the Kearney City Clerk. Please attach any supporting information as needed.

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

Applicant / Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Donation Type:

Monetary (unrestricted)

Service / Labor

Monetary (restricted)

Material / Equipment

Land / Real Property

Memorial Item

Facility Enhancement

Partnership

Other (please define): \_\_\_\_\_

Donation description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location (If applicable, where are you proposing to donate the item(s)? maps, photos are encouraged. Please be specific):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount, or value, of donation:

\_\_\_\_\_

Is it the desire of the donor to name or rename any amenity or facility?  Yes or  No

If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_

If applicable, wording on recognition if desired:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As the applicant and donor I have read and understand the City of Kearney Donation Policy. My signature indicates the desire for the proposed donation to be considered by the City of Kearney.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Thank you!***

-----  
*For City use only*

Donation accepted by the City of Kearney

Donation not accepted by the City of Kearney

Reason(s) for not approving:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ Endowment Required: \_\_\_\_%  
\_\_\_\_ Memorandum of Understand Required  
\_\_\_\_ Contingency Required: \$ \_\_\_\_\_

Application Reviewed By:

\_\_\_\_\_  
\_\_\_\_\_  
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## **GIFTS AND MEMORIALS POLICY**

*Approved by City Council 12/13/2021*

### **Purpose**

The purpose of this policy is to provide guidelines and procedures for considering and receiving proposed donations to the City of Hastings. Historically, the City of Hastings has been enriched by the generous donations of individuals and entities in support of the Hastings community. The City will review proposed gifts and memorials for the purpose of assisting the donors in reaching their intended goals while recognizing the mission, goals, plans, resources, and limitations of the City as a whole. It is intended that this policy provide a thoughtful review process which considers the intentions of the donor, is sensitive to the needs and desires of the community and is sensitive to the costs associated with proposed gifts and donations, including long-term costs of maintenance and care.

### **Policy**

This policy shall cover all donations and gifts to the City of Hastings. The City of Hastings retains sole discretion to determine whether to accept or decline any proposed gift or donation. This policy shall not be construed to create any right for any individual or organization to make any improvement or place any items on any public property within the City of Hastings regardless of whether the proposal meets any or all the criteria contained herein.

### **Definitions**

Donation(s)/Gift(s): Any item proposed to be deeded or otherwise given or donated to the City of Hastings including, but not limited to, endowments; real property; public improvement projects or proposals; structures or portions of structures; money; negotiable securities; material; equipment; improvements to facilities or land; statues; monuments; tributes; sculptures; murals and other public works of art; plaques; and graphics or signs.

Donor: A private individual, for-profit company, non-profit organization, public agency, or any other entity wishing to make a donation or gift to the City of Hastings.

Donor Recognition Object: A physical object such as a plaque or sign placed to acknowledge a donation or gift.

Monument/Memorial: An item or object established to preserve the memory of a deceased person(s) or an event that occurred in the past. Any statue, sculpture, mural or other structure or landscape feature designed to perpetuate in a permanent manner the memory of any person, group, event or other significant element of history.

Park Amenity: Typical park improvements that contribute to the traditional use of park land such as benches, play structures, picnic tables, shelters, sports facilities, trails, etc.

Public Art: Works of art including, but not limited to, paintings, prints, sculptures, and murals.

Public Improvement Project/Proposal: A capital project(s) request consisting of real property, structures, portions of structures, materials and/or equipment for construction or renovation of a structure or landscape feature. Maintenance activities such as weeding or replanting established gardens are not considered public improvement projects for purposes of this policy.

Tribute: An item, object or gift designed to acknowledge the contributions of a living person(s) to a society. Projects recognizing groups such as persons with cancer or other life-threatening illnesses are also considered tributes.

## **Procedure**

As donations and gifts vary greatly, the review process may be tailored according to the type of gift or donation proposed and the complexity of the proposal. Those wishing to make a gift or donation are encouraged to contact the Community Development Department at the earliest possible time to discuss the proposed gift and the process for review.

### Donation Agreement Form

Donors may be asked to complete and submit a Donation Agreement Form. The Community Development Department may assist the donor with completion of the form. This form shall be approved by the City Manager and shall include, as appropriate and applicable, the intent of the proposal, cost estimates, size, proposed location, timeline, site drawing, future maintenance requirements and other information the City Manager may deem necessary and/or useful. The completed form will be submitted to the City Manager for review and recommendation to the City Council, if required.

### Monetary Gifts and Donations/Gifts and Donations of Negotiable Securities

Previously established funds or campaigns: The City Manager is hereby authorized to accept any monetary gifts or donations to be made for City Council approved/established/budgeted fund or capital campaign(s).

Undesignated/unconditional monetary gifts/donations: The City Manager is hereby authorized to accept any undesignated monetary donations and any unconditioned monetary donations made to the City and shall deposit such money with the Treasurer. The amounts shall be deposited in the account(s) most appropriate to the intentions of the donor(s) when identified.

Conditioned donations: If a monetary donation is conditioned or donated specifically for a new public improvement project, memorial, work of public art, tribute, or new program; the Community Development Department shall assist the donor to complete a Donation Agreement Form. The Donation Agreement shall not take effect until the City Council has specifically accepted the conditioned donation. The donation will not be accepted until Council grants its approval.

Negotiable securities: The City Manager is hereby authorized to accept donations of negotiable securities when in his/her professional judgement, in consultation with the Treasurer, acceptance of the proposed donation is in accordance with the statutes, rules, and regulations governing municipal finances and investment; and, the proposed donation is not subject to conditions, is for a previously

approved/established/budgeted fund or campaign, or is for a conditional donation that has been approved pursuant to this policy. Negotiable securities may be held or sold at a marketable rate and the proceeds of such sale used as specified by the donor or as may be deemed appropriate and in the best interests of the City.

### Gifts of Real Property

The City Manager shall review any proposed donation of real property and make recommendations to the City Council. Proposed gifts or donations of real property shall be reviewed for suitability for the intended use or potential for resale; any conditions which may be placed upon the use of the property by the donor; potential environmental concerns; probable maintenance costs; and any other relevant information. Appraisals of the property may be requested from the donor. All gifts or donations of real property that is intended to be used for park purposes shall be reviewed by the Department of Public Services, for recommendation to the City Council for City Council approval.

### Non-Monetary Gifts and Donations (Excluding Real Estate)

The City Manager is hereby authorized to accept donations of materials or other items for previously approved/established/budgeted projects or materials or other items, provided such items have an estimated total value of \$3000 or less, and the donation is made without condition or restriction, and such items are typical for use in a City department. If the estimated value exceeds \$3,000, or if the donation is made subject to conditions or restrictions, then the matter shall be referred to the City Council for the City Council's possible approval.

For gifts and donations including, but not limited to, substantial gifts such as public art, memorials, tributes, and public improvement projects, the Community Development Department shall assist the donor in completing a Donation Agreement Form and forward the completed form to the City Manager for review and recommendation to the City Council, and the City Council shall make the decision of whether to accept the donation. The City Manager and City Council shall consider the circumstances surrounding the proposed gift including the criteria as enumerated within this policy and as may be applicable to the proposed donation.

### Criteria for Evaluating Gifts and Donations

In order to assist potential donors to fulfill their desires to make a gift or donation to the City of Hastings and to ensure that all gifts and donations are consistently, fairly, and thoughtfully reviewed, the City will be guided in its review of proposed gifts and donations by the following guidelines:

1. Donations of memorials/tributes/public improvement projects and works of art: when reviewing proposed donations of memorials, tributes, public improvement projects and works of art, the following criteria shall be considered, as well as any other criteria which may be relevant on a case-by-case basis.
  - A. Consistency with the mission and policies governing the City of Hastings.
  - B. Whether the proposed donation/gift provides improvements to an area of the City which may be deficient in public amenities.
  - C. Whether the proposed donation/gift promotes the preservation of historical and cultural aspects of the community.

- D. Whether the proposed gift/donation has an educational component.
- E. Whether the proposed gift/donation helps promote conservation, preservation and protection of the natural environment.
- F. Whether the proposed gift/donation helps promote preservation of natural areas and green spaces where such preservation is suitable, is contemplated by plans, or is otherwise desirable.
- G. Whether the proposed gift/donation is suitable for the purpose proposed.
- H. Whether the proposed gift/donation is compatible with the proposed location, if one has been identified, and other uses of the public space.
- I. Whether the proposed gift/donation contributes to, or detracts from, the aesthetic qualities of the surrounding area and other improvements.
- J. Whether the proposed gift/donation quality, scale, and character is harmonious with the surrounding public or park setting.
- K. Whether the proposed gift/donation replaces aging, outdated or unsafe infrastructure or reuses, rehabilitates, or restores an existing park or municipal feature.
- L. Financial implications to the City based upon the cost of the proposed gift/donations or project implementation including installation and ongoing maintenance if applicable and whether the gift/donation covers any anticipated costs.
- M. Provision by the donor for ongoing maintenance and cost of relocation and removal, if necessary.
- N. Susceptibility of the gift/donation to wear and vandalism.
- O. Whether any public safety or security issues are identified and the potential danger to the public health, safety or welfare associated with the proposed gift/donation.
- P. Whether the proposed gift/donation complies with all applicable codes including building codes and Americans with Disabilities Act, requirements, and related laws.
- Q. Whether the proposed gift/donation is restricted in any manner and the impact of those restrictions and contingencies.
- R. Proposed gift/donation must not promote any political, religious, or business advertising activities or be of a nature that could reasonably cause offense or the appearance of impropriety.

#### Works of Art

In addition to the above-listed criteria, if the proposed gift/donation is a work of art, the following criteria shall be considered as well as any other criteria which may be relevant on a case-by-case basis.

- A. Quality of the work based upon a professional assessment of the work, detailed written proposal, drawing or photographs.
- B. Suitability of the theme of artwork to a public venue.
- C. Appropriateness of the artwork to the site, in the case where a particular site has been requested or identified.
- D. Appropriateness of the process for selecting the artist or artwork.
- E. Qualifications of the artist based upon documentation of past work and the artist's professional qualifications.

#### Memorials/Tributes/Naming

The City respects the desire of individuals to commemorate special events or the lives of loved ones, living and deceased. However, the City also recognizes that community spaces are established for the enjoyment of the public. The City also recognizes the important contributions of many individuals to community life and that it is simply impossible to recognize all of those contributions. To that end, if the proposed gift/donation is a memorial or tribute or a non-commercial request to name a public space or other item, the City shall consider the following criteria, as may be appropriate to the particular donation, in addition to those criteria identified above:

- A. The proposed donation must represent a person or event deemed significant to the City of Hastings's history; names of individuals who have made a significant contribution directly and locally to the City shall be preferred over the names of national figures.
- B. Whether any increased use of park or public areas resulting from the placement of the memorial tribute is appropriate to the surrounding context and uses.
- C. When possible, the family should be contacted and allowed an opportunity to comment upon the naming of a building, park, or facility after an individual.
- D. In and of themselves, contributions of land or money for public facilities shall not be considered sufficient justification for naming or renaming facilities after individuals, in tribute or memoriam.

#### Donor Recognition Objects

The City of Hastings appreciates the desire of some donors to be recognized either personally or on behalf of another for their generous donation. If a donor recognition object is to be included as part of a proposed gift/donation, such object should be specially identified and submitted with the donation application for approval. In general, it is the policy of the City to limit donor recognition objects to plaques or other recognition objects which are diminutive in scale relative to the donated object and do not detract from green space areas and/or which are part of an approved project involving the use of personalized decorative tiles or pavers. The City Manager is authorized to approve donor recognition objects which are proposed in accordance with this policy.

#### Private Construction

If construction of a public improvement project is coordinated or contracted for by the donor, the donor will be responsible for complying with all federal, state, and local laws which may include competitive bidding and state and federal wage rate laws. The donor will also bear the cost of all necessary permits, approvals, project management, design, installation, and manufacture of the gift/donation unless these costs are specifically accepted or waived by the City.

- A. Proof of compliance with the City's insurance requirements for contractors will be required before work may commence on any public improvement project
- B. Improvements made in a public place become the property of the City of Hastings and are subject to the laws, policies, and procedures of the City.

#### Removal of Donations and Recognitions

The City is not obligated to replace any gift/donation or improvement if it is lost, stolen, damaged, or worn. The City also reserves the right to remove any donation, donation recognition object, monument, memorial, park amenity, public art, public improvement project, tribute, or other item of recognition for

any reason, which may include but not limited to safety reasons, deterioration caused by age, neglect, or vandalism, and/or the City's inability to finance ongoing maintenance or repairs.

#### Conditions of Acceptance

The following are conditions applicable to the City's acceptance of any donation:

Donated items shall immediately become the sole property of the City of Hastings.

Installation of donated items will be done by a licensed contractor or city staff and must be scheduled at a time and date as determined by the Director of Public Services so as not to unnecessarily interfere with routine maintenance activities.

The City may remove and/or relocate donated elements and their associated donation acknowledgments including memorial plaques. The City will make reasonable efforts to contact the source of the donation prior to restoring, removing, or relocating donated elements.

When a donated item has ended its useful life, the donor may choose to replace the element or it may be removed by the City. Donated elements that have deteriorated and cause a danger to the public will be immediately removed.

#### Conflicts of Interest

The City shall consider potential conflicts of interest and the appropriateness of all potential donations. All donors will be required to disclose if they or a company or organization they work for is involved in any business with the City of Hastings or is seeking the City as a client or intends to respond to an RFP from the City.

#### Acknowledgements and Anonymity

All donations for which the donor does not request anonymity may be acknowledged by the City Council. For a monetary gift given in memorial, tribute, bequest, or in recognition of someone, a letter may be sent to the person or family of the person being honored. The City of Hastings is a municipal entity and subject to the provisions of Michigan public record laws and statutes, therefore, the City cannot guarantee anonymity of individual donors but will work with individuals who wish to remain anonymous in their donations to provide appropriate means for those individuals to make their gifts/donations while maintaining their privacy.

#### Appraisals

The City may, at its discretion, request or require an appraisal of real personal property prior to acceptance of any gift or donation.

#### Waiver of Terms of this Policy

The City Council may waive any of the criteria specified within this policy upon a finding that it is in the best interests of the City to do so.

### Tax Liability

It is the responsibility of the donor to assign a monetary value to the gift for tax purposes. Information provided by the City, its officials, employees, or agents in connection with gifts/donations is intended to be informational only and is not intended to substitute for professional financial or legal advice or opinions. The City of Hastings makes no representations or guarantees as to the tax implications of any gift or donation made to the City. Donors are responsible, and are advised, to obtain their own tax and financial advice from appropriate professionals.

### Reports to the City Council

Annually, after the close of the fiscal year, the Treasurer may provide a report to the City Council including details of all gifts/donations with a value greater than \$5,000.



## City of Hastings Monetary Donation Form

Donor Information:

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

Address: \_\_\_\_\_ Phone number: \_\_\_\_\_

E-Mail address \_\_\_\_\_

Hereby gives the City of Hastings \$ \_\_\_\_\_, which is:

for unrestricted use; or

for the purpose of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any funds in excess of the amount required for the above purpose (if specified):

may be used for \_\_\_\_\_

shall be returned to the donor

may be applied to any other project or fund deemed appropriate by the City Manager

The City of Hastings will make reasonable efforts to accommodate the intended purpose of the donation but reserves the right to utilize, relocate, and/or dispose of any item funded through donated funds as the City may deem fit.

Do you have or are you currently seeking to establish a contractual relationship with the City of Hastings? \_\_\_ Yes \_\_\_ No

If so, please disclose the nature of the contractual relationship.

\_\_\_\_\_

This donation is subject to the City of Hastings Gifts and Memorials policy.

By signing this application, I confirm that I have read and understand the Village Policy regarding donations and that the information contained in this application is true and correct to the best of my knowledge.

\_\_\_\_\_

Donor

\_\_\_\_\_

Date

\_\_\_\_\_

Donor

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

\_\_\_\_\_

Date



## City of Hastings Personal Property Donation Form

Name of Donor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of donation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Legal description of location (if applicable) :

\_\_\_\_\_

Market value of donation: \$ \_\_\_\_\_

What is the intended purpose of the donation? Where do you intend the donated item to be placed or displayed (if applicable)? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Do you have or are you currently seeking to establish a contractual relationship with the City of Hastings? \_\_\_ Yes \_\_\_ No

If so, please disclose the nature of the contractual relationship.

---

All right, title, and interest in the above stated item(s) is hereby given, donated, and transferred to the City of Hastings, its successors and assigns forever and without limiting conditions, except as may be specifically stated herein. It is understood and agreed that I/we as donor(s) retain no right, title, or interest in the donated property.

To the best of our knowledge this gift/donation is free and clear of all encumbrances and restrictions.

The City will make reasonable efforts to accommodate the intended purpose of the donation but reserves the right to utilize, relocate, and/or dispose of any item as the City may deem fit.

If this donation is conditioned or requires the establishment of a new program or fund, this agreement shall not take effect until the City Council has specifically accepted the donation.

This donation is subject to the City of Hastings Gifts and Memorials policy. By signing this application, I confirm that I have read and understand the City Policy regarding donations and that the information contained in this application is true and correct to the best of my knowledge.

---

Donor Signature

Date

---

Donor Signature

Date

---

City Manager (if accepted)

Date

**CITY MANAGER'S REPORT  
APRIL 7, 2025 CITY COUNCIL MEETING**

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**ITEM:**            **5.F.**

Approve on its second of three readings, Ordinance No. 2025-3100 amending the City of McCook Code of Ordinances Chapter 34, entitled "Purchasing Regulations", Subchapter "Purchasing Procedure" in Title III, "Administration", by amending the purchasing limit to \$50,000 to harmonize with state law.

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**BACKGROUND:**

To harmonize with state law, the proposed ordinance changes the purchasing limit from \$30,000 to \$50,000 that the City's Purchasing Agent may make without bidding and taking to the City Council for approval. Neb. Rev. Stat. 16-321 mandates that no contract for enlargement or general improvements, such as water/sewer extensions, public heating systems, bridges, or street work, costing over \$30,000 shall be made unless first approved by the City Council. Therefore, §34.30 (H) remains at \$30,000.

Under Informal Purchases, the amount of open market purchases that may be made without the necessity of soliciting two quotes has been increased from \$2,500 to \$3,000 due to overall increases in cost of items purchased. This amount is set by the Council.

Staff has received no comments from the public regarding the proposed ordinance.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

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

April 2, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

April 2, 2025

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

April 2, 2025

ORDINANCE NO. 2025-3100

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 34, ENTITLED "PURCHASING REGULATIONS", SUBCHAPTER "PURCHASING PROCEDURE", IN TITLE III, "ADMINISTRATION", BY AMENDING THE PURCHASING LIMIT TO \$50,000 TO HARMONIZE WITH STATE LAW; 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 34, entitled "Purchasing Regulations", Subchapter "Purchasing Procedure", in Title III, "Administration", shall be and hereby is amended to read as follows:

***PURCHASING PROCEDURE***

**§ 34.30 FORMAL CONTRACT PURCHASE.**

(A) When the estimated cost of supplies, equipment, or contractual services exceeds **\$50,000**, no formal contract for purchase shall be authorized until the contract has been reviewed by the City Attorney, and without prior approval of the City Council. All supplies, equipment, and contractual services in this category shall be purchased by formal written contract, from the lowest responsible and responsive bidder, after due notice inviting bids.

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

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

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

(1) The City Council shall have the authority to reject all bids,

parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby.

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

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

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

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

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

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

(4) The quality of performance of previous contracts;

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

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 34.31 INFORMAL PURCHASE.**

(A) When the estimated cost of supplies, equipment or contractual services is less than **\$50,000**, the purchase shall be made in the open market, without newspaper advertisement and without observing the procedure prescribed for the award of formal contracts in this chapter and shall be referred to as open market purchases. All such purchases shall be awarded by the Purchasing Agent, or his or her designee.

(B) All open market purchases greater than **\$3,000** and not more than **\$50,000** shall be acquired after solicitation of two quotations. Purchases provided for under this subsection should be made from the "lowest responsible and responsive bidder", in accordance with the same criteria established in this chapter for the formal contract procedure.

(C) All open market purchases of \$3,000 or less may be made without the necessity of soliciting two quotations.

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

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

#### **§ 34.32 NON-COMPETITIVE PURCHASING.**

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

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

#### **§ 34.33 EMERGENCY PURCHASE.**

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

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

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

(D) A report of the circumstances of an emergency purchase shall be filed by the Purchasing Agent, or his or her designee. Purchases in excess of \$50,000 shall be forwarded to the City Council for confirmation.

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

#### **§ 34.34 VERIFICATION OF ENCUMBERED FUNDS.**

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

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

**§ 34.35 PROFESSIONAL SERVICE PROCUREMENT.**

For the purpose of procuring professional services, any using agency requiring the services may procure them on its own behalf, with permission from the City Manager. A using agency procuring the services shall consult with the Purchasing Agent, or his or her designee. No contract for professional services exceeding \$50,000 may be awarded until the contract has been reviewed by the City Attorney, and without the prior approval of the City Council.

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

Section 2. That the original Chapter 34, Subchapter "Purchasing Procedure" and any other 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 \_\_\_\_\_, 2025.

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

ATTEST:

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

Publish:

**CITY MANAGER'S REPORT  
APRIL 7, 2025 CITY COUNCIL MEETING**

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**ITEM:**         **5.G.**

Approve Ordinance No. 2025-3096 establishing a means to convey City of McCook owned real estate/personal property to qualifying economic development organizations on its third and final reading.

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**BACKGROUND:**

Please refer to the attached City Manager's Report prepared for the March 17, 2025 meeting.

Staff has received no comments from the public regarding said ordinance.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

April 2, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

April 2, 2025

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

April 2, 2025

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

**4.E.**

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

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**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 11<sup>th</sup> 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.

At the March 3, 2025 McCook City Council meeting, the City Council approved said ordinance on first reading. Staff has received no inquires regarding the proposed ordinance since the March 3, 2025 McCook City Council meeting.

**APPROVALS:**

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

March 12, 2025

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

March 12, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

March 12, 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:

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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.

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### 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.

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## **Proposed Ordinance No. [XXXX]**

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**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.**

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**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;

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

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## **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.

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## **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.
- 

## **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.
- 

## **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.

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#### **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.

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#### **SECTION 7: Effective Date**

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

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

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**[Mayor's Name]**

Mayor of McCook, Nebraska

**ATTEST:**

**[City Clerk's Name]**

City Clerk

**CITY MANAGER'S REPORT  
APRIL 7, 2025 CITY COUNCIL MEETING**

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**ITEM:**        **5.H.**

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 on its third and final reading.

---

**BACKGROUND:**

Please refer to the attached City Manager's Report prepared for the March 17, 2025 meeting.

City staff has not received any comments from the public on the proposed ordinance.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**



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

April 2, 2025



\_\_\_\_\_  
Tera Koetter, Assistant City Manager

April 2, 2025



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

April 2, 2025

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

**4.F.**  
ITEM NO.      Approve on second 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.

At the March 3, 2025 McCook City Council meeting, the City Council voted to approve said proposed ordinance on first reading. City staff has not received any comments from the public on the proposed ordinance since March 3, 2025.

**APPROVALS:**

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

March 12, 2025

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

March 12, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

March 12, 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:

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Lea Ann Doak, City Clerk-Treasurer

Publish:

**CITY MANAGER'S REPORT  
APRIL 7, 2025 CITY COUNCIL MEETING**

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**ITEM:**        **5.I.**

Ordinance No. 2025-3098 establishing the McCook Aquatic Park's pool fees on its third and final reading.

---

**BACKGROUND:**

Please refer to the attached City Manager's Report prepared for the March 17, 2025 meeting.

Staff has received no comments from the public regarding said ordinance.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

April 2, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

April 2, 2025

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

April 2, 2025

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

**4.G.**

ITEM NO. \_\_\_ Approve on second reading, Ordinance No. 2025-3098 establishing the McCook Aquatic Park's pool fees.

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**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.

This ordinance was approved on first reading by the City Council at the March 3, 2025 McCook City Council meeting. Staff has received no comments from the public regarding said ordinance.

**APPROVALS:**

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

March 12, 2025

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

March 12, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

March 12, 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**

<b>PERMIT</b>	<b>FEE</b>
<b>Daily Admissions</b>	
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
<b>Season Passes</b>	
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**

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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**

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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

**CITY MANAGER'S REPORT  
APRIL 7, 2025 CITY COUNCIL MEETING**

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**ITEM:**        5.J.

Introduce and approve under suspension of the rule Ordinance No. 2025-3101, repealing Ordinance No. 2024-3079 and amending the City of McCook Code of Ordinances by removing Chapter 93 and amending Sections 95.01, 95.02, 95.03, 95.04, and 95.19 in Title IX: General Regulations.

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**BACKGROUND:**

After the City entered into an Interlocal Agreement with West Central Nebraska Development District (WCNDD), Ordinance No. 2024-3079 was approved which incorporated into the City's Code of Ordinances WCNDD's preferred language as well as allowed the City to still handle nuisance properties not in WCNDD's assigned section of the city. When the ordinance was created, staff inadvertently omitted the recently added Section 95.04 - Land Bank Procedure. Ordinance No. 2025-3101 repeals Ordinance No. 2024-3079 and restates Sections 95.01, 95.02, 95.03, 95.4 and 95.01 and 95.19 so that the Land Bank Procedure is included.

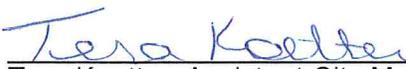
In order to include the necessary changes in the 2025 code book update, staff is recommending that this ordinance be approved under suspension of the rule. No changes have been made to the previously approved ordinances.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

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

April 1, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

April 1, 2025

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

April 1, 2025

## ORDINANCE NO. 2025-3101

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA REPEALING CITY OF MCCOOK ORDINANCE NO. 2024-3079 IN ITS ENTIRETY; AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES BY REPEALING CHAPTER 93, ENTITLED "UNLICENSED VEHICLES" IN IT'S ENTIRETY; AMENDING CHAPTER 95, ENTITLED "NUISANCE; HEALTH AND SANITATION", SECTIONS 95.01-DEFINED, 95.02-SPECIFIC NUISANCES, 95.03-ABATEMENT PROCEDURE, 95.04-LAND BANK PROCEDURE, AND 95.19-JURISDICTION; 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. City of McCook Ordinance No. 2024-3079 and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 2. The City of McCook Code of Ordinances Chapter 93, "Unlicensed Vehicles" is hereby repealed in it's entirety and Chapter 95 "Nuisance; Health and Sanitation", Sections 95.01, 95.02, 95.03, 95.04, and 95.19 are amended to read as follows:

### § 95.01 DEFINED.

**NUISANCE.** A nuisance consists in doing any unlawful act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition, or thing:

- (A) Injures or endangers the comfort, repose, health, or safety of others;
- (B) Offends decency;
- (C) Is offensive to the senses
- (D) Unlawfully interferes with, obstructs, tends to obstruct, or renders dangerous for passage any stream, public park, parkway, square, street, or highway in the municipality;
- (E) In any way renders other persons insecure in life or the use of property;  
or
- (F) Essentially interferes with the comfortable enjoyment of life and property; or
- (G) Tends to depreciate the value of the property of others.

### § 95.02 SPECIFIC NUISANCES.

*Nuisance* includes, but is not limited to, the maintaining, using, placing,

depositing, leaving, or permitting of any of the following specific acts, omissions, places, conditions, and things of:

- (A) Any odorous, putrid, unsound, or unwholesome grain, meat, hides, skins, feathers, vegetable matter, or the whole or any part of any dead animal, fish, or fowl;
- (B) The emission of smoke, dust, fumes, gases, mists, odors, or polluted air from any source that is injurious or dangerous to human health and safety.
- (C) Privies, vaults, cesspools, dumps, pits or like places which are not securely protected from flies or rats or other insects and rodents, or which are foul or malodorous;
- (D) Filthy, littered or trash-covered cellars, house-yards, barnyards, stable-yards, factory-yards, mill yards, vacant areas in rear of stores, granaries, vacant lots, houses, buildings, or premises;
- (E) Dead animals or dead animals buried within the corporate limits;
- (F) Animal manure in any quantity which is not securely protected from flies and the elements, or which is kept or handled in violation of any ordinance of the municipality;
- (G) Hauling any garbage, waste, or refuse matter through the streets, alleys, and public ways except when the same is loaded and conveyed in such a way when none of the contents shall be spilled;
- (H) Liquid household waste, human excreta, garbage, butcher's trimmings and offal, parts of fish, or any waste vegetable or animal matter in any quantity. Nothing herein contained shall prevent the temporary retention of waste in receptacles nor the dumping of non-putrefying waste in a place and manner approved by the municipality;
- (I) Tin cans, bottles, glass, cans, ashes, small pieces of scrap iron, wire metal articles, bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster, and all trash or abandoned material, unless the same be kept in covered bins or galvanized iron receptacles;
- (J) Trash, litter, rags, accumulations of barrels, boxes, crates, packing crates, mattresses, bedding, excelsior, packing hay, straw or other packing material, lumber not neatly piled, scrap iron, tin or other metal not neatly piled, old automobiles or parts thereof, or any other waste materials when any of the articles or materials create a condition in which flies or rats or other insects or rodents may breed or multiply, or which may be a fire danger, or which are so unsightly as to depreciate property values in the vicinity;
- (K) Any unsafe building, unsightly building, billboard, or other structure, or

any old, abandoned or partially destroyed building or structure or any building or structure commenced and left unfinished, which buildings, billboards, or other structures are a fire hazard, or a menace to the public health or safety, or are so unsightly as to depreciate the value of property in the vicinity;

- (L) All places used or maintained as junk yards, or dumping grounds, or for the wrecking and disassembling of automobiles, trucks, tractors, or machinery of any kind, or for the storing or leaving of worn-out, wrecked or abandoned automobiles, trucks, tractors, or machinery of any kind, or of any of the parts thereof, or for the storing or leaving of any machinery or equipment used by contractors or builders or by other persons, which places are kept or maintained so as to essentially interfere with the comfortable enjoyment of life or property by others, or which are so unsightly as to tend to depreciate property values in the vicinity thereof;
- (M) Stockyards, granaries, mills, pig pens, cattle pens, chicken pens or any other place, building or enclosure, in which animals or fowls of any kind are confined or on which are stored tankage or any other animal or vegetable matter, or on which any animal or vegetable matter including grain is being processed, when the places in which the animals are confined, or the premises on which the vegetable or animal matter is located are maintained and kept in such a manner that foul and noxious odors are permitted to emanate therefrom to the annoyance of inhabitants of the municipality or are maintained and kept in such a manner as to be injurious to the public health;
- (N) Dead, dying or diseased trees within the right-of-way of Streets within the corporate limits of the City, or on private property within the one mile zoning jurisdiction beyond the corporate limits (NRS §17-555);
- (O) Undrained lots which hold or may hold stagnant water or any other nuisance;
- (P) Any condition which allows the perpetuating of insects and rodents;
- (Q) Storage, accumulation, keeping, placing, or allowing to remain trash, garbage, scrap and wrecked, worn-out, broken or inoperable, or partially destroyed or disassembled personal or real property of any kind, including any junk or abandoned motor vehicles, tractors, trailers, machinery, and equipment;
- ® Any vehicle which is not properly registered, or is inoperable, wrecked, junked, or partially dismantled and remaining longer than thirty (30) days on private property. This does not apply to a vehicle in an enclosed building, a vehicle on the premises of a business enterprise operated in a lawful place and manner, when necessary to the lawful operation of such business enterprise (such as a licensed salvage dealer, motor vehicle dealer or farm implement dealer), or a vehicle in

an appropriate storage place or depository maintained in a lawful place and manner, and so long as the premises which said vehicle is located is not a nuisance and is maintained in a healthful and safe condition. "Vehicle" means the same as defined by NRS Section 60-136: a "motor vehicle, all-terrain vehicle, minibike, trailer, or semitrailer. "Properly registered" means as required by Nebraska Statutes;

- (S) Lots, pieces of ground, and the adjoining streets and alleys with growth of weeds or noxious growth;
- (T) All other things specifically designated as nuisances elsewhere in the City Code. (NRS §18-1720)

### **§ 95.03 ABATEMENT SERVICES & NOTICE PROCEDURE FOR NUISANCES.**

The City shall maintain two processes for abating nuisance properties. The first process shall utilize the Board of Health. The second process shall utilize a nuisance officer. The city shall be responsible for determining the appropriate process for the real estate that violates herein §95.01 and §95.02.

- (A) It shall be the duty of every owner, occupant, lessee, or mortgagee of real estate in the municipality to keep such real estate free of public nuisances.
- (B) The Board of Health shall meet as prescribed under §35.045 Section C.
  - (1) The Board of Health shall inspect the property as shall come to its attention as being in violation of these requirements. Should the owner of any property prohibit the Board of Health from entering upon the property to make inspection, the Board shall apply to the County or District Court for an order authorizing inspection of the property.
  - (2) Upon determination by the Board of Health or designated official that the owner or occupant of any such real estate has failed to keep the real estate free of nuisances, notice to abate and remove such nuisance and notice of the right to a hearing before the governing body and the manner in which it may be requested shall be given to each owner or owner's duly authorized agent and to the occupant, if any, by personal service or by certified mail. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the municipality or by conspicuously posting the notice on the real estate upon which the nuisance is to be abated and removed. The notice shall describe the condition as found by the Board of Health or designated official and state that the condition has been declared a nuisance and must be remedied at once.
  - (3) If within five days after receipt of such notice or publication or posting, whichever is applicable, the owner or occupant of the real

estate does not request a hearing with the municipality or fails to comply with the order to abate and remove the nuisance, the municipality may have such work done.

- (4) If within five days after receipt of such notice of publication or posting, whichever is applicable, the owner or occupant requests in writing a hearing with the governing body, the governing body shall fix a time and place at which a hearing will be held. Notice of the hearing shall be given by personal service or certified mail and require the owner or occupant to appear before the governing body to show cause why such condition should not be found to be a nuisance and remedied. The notice shall be given not less than seven nor more than 14 days before the time of the hearing. Upon the date fixed for the hearing and pursuant to the notice, the governing body shall hear all objections made by the owner or occupant and shall hear evidence submitted by the Board of Health or designated official. If after consideration of all the evidence, the governing body finds that the condition is a nuisance, it shall, by resolution, order and direct the owner or occupant to remedy the nuisance at once. If the owner or occupant refuses or neglects to promptly comply with the order to abate and remove the nuisance, the governing body may have such work done.

(C) *NUISANCE OFFICER.* The City shall appoint an individual or organization to identify and enforce nuisance violations as prescribed herein. Said individual or organization appointed as the "Nuisance Officer" shall be identified by resolution of the City.

(1) IDENTIFYING NUISANCES.

- (a) The City may identify suspected nuisances, in which case the City Clerk, shall upon direction of the City Council, notify Nuisance Officer of the suspected location, person or persons in violation of any provision of this chapter and provide the address of such alleged nuisance.
- (b) The City may request that the Nuisance Officer audit the City for nuisances in the City as defined by the City Code. The Nuisance Officer shall then view the property or area for any violations of the nuisances of the City. Nuisance Officer shall not go upon private property for said audit unless granted permission by the resident/owner of suspected property.

(2) CONFIRMING, DOCUMENTING AND PRESENTING NUISANCES. Nuisance Officer shall identify and confirm that in his or her opinion a nuisance exists as defined by Federal, State, or City law.

- (a) Upon confirming that a nuisance appears to exist the

Nuisance Officer shall document said nuisance with photographs and other evidence pertinent to the situation. Nuisance officer will also obtain the legal description of the property and identify the current owners and, if possible, the occupants of the property upon which the nuisance exists.

- (b) Nuisance Officer shall then present this information to the City governing board at a regular or special meeting for its confirmation that a nuisance exists.
- (3) ENFORCEMENT PROCEDURES. The nuisance, health and/or sanitation violation is brought to the Governing Body by the City Nuisance Officer, or the Board of Health or upon the Governing Body's own action. The Governing Body then may declare by resolution a nuisance, health and/or sanitation violation. The nuisance, health, and/or sanitation ordinances may be enforced by: (1) City administration procedures; (2) Penal prosecutions through the Courts, and or; (3) by civil procedures in the Courts. Any of these procedures, or any combination of these procedures may be used to enforce the nuisance, health and/or sanitation ordinances of the City.
- (a) ADMINISTRATIVE PROCEDURE. The City may proceed with abatement of the nuisance, sanitation, and/or health violation with or without court involvement after the following procedure is followed:
    - (1) After a nuisance is declared the City Clerk notifies the Nuisance Officer to serve notice upon the violator(s).
    - (2) The Nuisance Officer shall prepare and serve notice which shall describe the found nuisance and state the required date of abatement and removal of the nuisance shall be accomplished. The notice shall also provide information as to how the interested parties may request a hearing before the Governing Body described in paragraph 4 herein.
    - (3) The notice shall be given to each owner or owner's duly authorized agent and to the occupant, in any, by personal service or certified mail. If notice by personal service or certified mail is unsuccessful, said notice shall be given by a single publication in a newspaper of general circulation in the City or county of the City, and by conspicuously posting the notice on the lot or ground upon which the nuisance is to be abated and removed. The date of service is determined by the later of certified mail receipt, personal service, or publication date.
    - (4) The accused violator (owner/agent/occupant) may

request in writing a hearing before the Governing Body of the City within five (5) days after notice of violation is served or published. For tree nuisance violations the period for requesting a hearing is extended to thirty (30) days after service.

- (5) If no request for a hearing is received in the required time period, the Governing Body may cause a hearing to be held. This option is at the sole discretion of the Governing Body to be used in exceptional cases.
- (6) If a hearing is requested, the City Clerk shall fix date of said hearing to be no later than 15 days from receipt of the request for the hearing. Notice of said hearing and with the date and time shall be served upon the agent, owner, and of the nuisance property by certified and regular mail.
- (7) The Hearing shall be a "show cause" hearing in which the agent, owner, occupant of the nuisance property (objecting property) shall provide evidence why the alleged condition should not be found to be a public nuisance and remedied. This hearing shall be heard before a quorum of the governing body. The presiding official of the Governing Body may conduct the hearing or said presiding official may appoint another person as the hearing officer to conduct the hearing (said hearing officer may be the City Attorney or the Enforcement Officer). At the hearing, the hearing officer shall mark and receive evidence which was presented when the finding of a nuisance was made, relevant evidence of the nuisance since that time, and evidence that the notices were properly given. The objecting party shall then provide its evidence. The rules of evidence is not required at said hearing, but all evidence must be relevant to the particular nuisance being heard. Testimony shall be under oath as administered by the hearing officer or any person so designated by the hearing officer, and the person providing the testimony is subject to the laws of perjury. Evidence may be submitted in writing by affidavit.
- (8) No later than 14 days after the hearing and consideration of the evidence, the Governing Body may by majority vote to rescind the resolution of violation. If the resolution of violation is not rescinded, it shall stand. Furthermore, if the Objector or its designated agent fails to appear at the hearing or does not provide evidence, the nuisance shall stand. If the resolution is not rescinded, the Governing Body may, by resolution,

extend the date that owner, occupant, lessee, or mortgagee shall abate and remedy the said public nuisance, but in no case shall this time exceed 60 days. The findings of the Governing Body shall be made no later than 14 days after the hearing and notice of its finding shall be served upon the Objecting party by regular US Mail within 5 days of the finding. The finding of this hearing is final, provided that an interested party or parties may appeal such decision to the appropriate court for adjudication.

- (9) If the Nuisance Officer determines the nuisance is not remedied and abated within the time period designated, the City may cause the abatement of the nuisance.
  - (10) If an interested party properly appeals to an appropriate court the findings and orders of the City, the City actions shall be stayed until such time that the legal proceedings are completed or dismissed. In cases of appeal from an action of the City condemning real property as a nuisance or as dangerous under the police powers of the municipality, the owners of the adjoining property may intervene in the action at any time before trial. (Neb. RS 19-710)
- (b) PENAL COURT ENFORCEMENT PROCEDURE. If the declared nuisance, health, and/or sanitation are not abated within fifteen (15) days that the notice is served upon the owner and/or occupant, and the City Clerk has not received a request for hearing, the Nuisance Officer may cause issue of a citation for the code violation.
- (1) The citation shall be prosecuted to the appropriate court by the City Attorney or other designated prosecutor for the City.
  - (2) A person or persons found guilty of these violations shall be guilty of a misdemeanor and fined up to \$500.00 per each offense.
  - (3) Each day that the nuisance as identified in the nuisance resolution and notice, is not abated shall be a separate offense and subject to a separate fine.
- (c) CIVIL COURT PROCEDURE. The Governing Body may instruct by resolution the City Attorney to file a civil action for the abatement of a nuisance. Said civil suit may commence after fifteen (15) days notice has been served, and may be filed and prosecuted at the same time any other enforcement procedure has commenced, terminated or in progress.

(D) EXPENSES.

- (1) When the City has effected the abatement of the nuisance, health and/or sanitation violation through either City employees or through contract with a third party and has incurred expenses and costs thereof, the actual cost thereof shall be charged to the owner, agent, occupant or person in possession, charge or control of such property. The billing shall be calculated at the actual cost of abating the nuisance plus a twenty-five-dollar (\$25.00) administrative fee.
- (2) This billing shall be submitted to the last known address of the Owner of the nuisance property as found in the County Treasurer's office by regular US Mail.
- (3) If said costs are not paid within two months after the work is done and one month after the expenses and costs are submitted to the owner and/or occupant, the City may levy and assess the expenses and costs upon the real estate benefitted by the actions in the same manner as other special assessments are levied and assessed, and the City may collect said assessments in the same procedure as other special assessments are collected. The City may also recover said expenses and costs of abating the nuisance, health and/or sanitation violation(s) in a civil action in the courts of the appropriate county in Nebraska.

**§ 95.04 LAND BANK PROCEDURE.**

(A) The Problem Resolution Team shall identify nuisance properties within the City that could be acquired by a land bank to design, develop, construct, demolish, reconstruct, rehabilitate, renovate, relocate, or otherwise improve the nuisance property.

(B) If the Problem Resolution Team determines that a nuisance property should be acquired by a land bank, it shall present its determination to the City Council. The City Council shall approve or deny the determination by majority vote. Should the City Council vote to approve the determination, the Problem Resolution Team shall make application to the land bank for the nuisance property.

(C) The land bank shall draft a project agreement for each nuisance property acquired within the City's boundaries. The project agreements shall be presented to the City Council for approval by majority vote.

**§ 95.19 JURISDICTION.**

The City Manager and Chief of Police of the city are directed to enforce this city code against all nuisances. The jurisdiction of the Mayor, Chief of Police, and court shall extend to, and the territorial application of this chapter shall include, all territory adjacent to the limits of the city within two miles thereof and all territory

within the corporate limits.

(Prior Code, § 4-304)

*Authority, see Neb. RS 16-901, 18-1720*

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

PASSED AND APPROVED this 7<sup>th</sup> day of April, 2025.

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

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
APRIL 7, 2025 CITY COUNCIL MEETING**

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**ITEM:**            **5.K.**

Introduce on its first reading and approve under suspension of the rule Ordinance No. 2025-3102 amending the City of McCook Code of Ordinances Chapter 90, entitled "Animals", Section 90.99 to provide the Red Willow County Court authority to order restitution.

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**BACKGROUND:**

Please refer to the attached City Manager's Report prepared by City Attorney Mustion for the April 7, 2025 meeting.

As stated in Mr. Mustion's report, amending this section ensures that victims receive timely compensation and aligns our ordinances with state laws, staff recommends approval of the proposed ordinance under suspension of the rule.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

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

April 2, 2025

**CITY MANAGER'S REPORT**  
**APRIL 7, 2025 CITY COUNCIL MEETING**

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**ITEM:** \_\_\_\_\_

**RECOMMENDATION:**

**Vote in the affirmative to amend City of McCook Ordinance 90.99 to provide the Red Willow County Court with authority to order restitution.**

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**BACKGROUND:**

In a recent case, a defendant was convicted of owning a potentially dangerous dog that injured another dog, requiring veterinary care. Despite customary restitution orders in similar cases, the presiding judge ruled against restitution due to the absence of a specific ordinance authorizing such an order. Consequently, the victim was compelled to seek damages through a civil lawsuit, incurring additional time and expenses.

To ensure victims receive timely compensation and to align with Nebraska Revised Statutes §§ 29-2280 to 29-2289, I propose amending Section 90.99 of our municipal code to:

1. **Authorize Restitution:** Empower courts to order restitution in animal control cases.
2. **Establish Procedures:** Define clear guidelines for determining restitution amounts and payment terms.
3. **Enforce Compliance:** Implement measures to enforce restitution orders effectively.

Amending Section 90.99 will provide victims with appropriate compensation, streamline judicial processes, and ensure our ordinances align with state laws. I respectfully recommend that the City Council approve the proposed amendments to enhance our commitment to justice and community welfare.

**FISCAL IMPACT:** None.



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Nathaniel Mustion, City Attorney

April 1, 2025

ORDINANCE NO. 2025-3102

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 90, ENTITLED "ANIMALS", IN TITLE IV - "GENERAL REGULATIONS", SECTION 90.99 - PENALTY, TO PROVIDE THE RED WILLOW COUNTY COURT AUTHORITY TO ORDER RESTITUTION; 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, 90, entitled "Animals", in Title IV, Section 90.99 - "Penalty", shall be and hereby is amended to read as follows:

**§ 90.99 PENALTY.**

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

(B) Any person who violates § 90.23 and the dog and/or hybrid animal has been determined to be dangerous shall be deemed to be guilty of a misdemeanor. The penalty for such violation shall be in the amount of \$750. A person who violates § 90.23 and the dog and/or hybrid animal has been determined to be a potentially dangerous dog and/or hybrid animal, shall be deemed guilty of a misdemeanor. The penalty for such violation shall be in the amount of \$500.

(C) Any person who violates § 90.23 and the dog and/or hybrid animal has not been determined to be dangerous or potentially dangerous shall be deemed to be guilty of misdemeanor. The penalty for such violation shall be in an amount of \$50 for the first, second, and third offenses; and \$100 for a fourth and all subsequent offenses.

(D) Any person who violates § 90.33(A) shall be deemed guilty of a misdemeanor. The penalty for such violation shall be in an amount not less than \$750 nor more than \$1,250; provided that where licenses are due the city, the court shall order such license secured and sums paid in addition to the fine fixed by the court. Any person who violates § 90.33(B) shall be deemed guilty of a misdemeanor. The penalty for such violation shall be in an amount not less than \$500 nor more than \$750.

(E) Any person who violates § 90.31 shall be guilty of a misdemeanor. The penalty for such violation shall be \$20 for the first offense and \$50 for each subsequent offense.

(F) Restitution for Victims.

1. Restitution Authorized: In addition to any other penalties imposed under this section, the court may order restitution to compensate the victim for any loss or damage directly resulting from the defendant's criminal conduct, in accordance with Nebraska Revised Statutes §§ 29-2280 to 29-2289.

2. Determination of Restitution: The court shall determine the amount of restitution based on evidence presented, considering factors such as the victim's actual loss and the defendant's ability to pay.

3. Payment Terms: The court shall establish a payment schedule for restitution, which may include lump-sum payments or installments over a specified period, as deemed appropriate.

(Neb. RS 16-236) (Ord. 2009-2826, passed 8-17-2009; Ord. 2020-2999, passed 3-16-2020; Ord. 2021-3017, passed 6-21-2021)

Section 2. That the original Section 90.99 - "Penalty" and any other 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 \_\_\_\_\_, 2025.

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

ATTEST:

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

Publish: