

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, October 6, 2025
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association — Barry Johnson, Assembly of God Church.

Pledge of Allegiance.

Call to Order.

Individuals who have appropriate items for City Council consideration should complete the "Topic for Consideration for City Council Agenda" form located at the information table by the entrance to the Council Chambers. If the issue can be handled administratively without Council action, notification will be provided. **If** the item is scheduled for a meeting, notification of the date will be given.

Items.

1. Announcements & Recognitions.
2. Presentations.
 - A. PFM Financial Advisors presentation and outline of the City of McCook's current rate schedule for background information preparing for a modified rate schedule in the future.
3. Proclamations.
 - A. Approve the proclamation designating October 5 through 11, 2025 as "Fire Prevention Week" and authorize the Mayor sign.
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 September 15, 2025 regular City Council meeting and the September 29, 2025 special City Council meeting.
 - B. Declare the listed abandoned and unclaimed vehicles and property as surplus city property to be disposed of in the appropriate legal manner.
 - C. Adopt the Disadvantaged Business Enterprise (DBE) Program for McCook Ben Nelson Regional Airport for FAA Fiscal Years 2025, 2026, and 2027 and authorize the Mayor to sign.

- D. Approve the application for a Special Designated Liquor License (SDL) submitted by Danbury Rec, LLC, Liquor License #C-125089 for the McCook Community Hospital Christmas party to be held at the City Auditorium, 302 West 5th Street, on December 2, 2025 from 1700 to 2359.
 - E. Forward to the City's insurance carrier for review and appropriate action a property damage claim from Skolout LLC, Michael Skolout.
 - F. Receive and file the claims for the month of August 2025 and published September 16, 2025.
 - G. Ratify the Mayor's appointments to the: Building and Housing Code Advisory and Appeals Board - reappoint Andrew Hedke - term expires September 2029; the Library Advisory Board - appoint Alison Marts - term expires June 2029; the Parks Advisory Board - reappoint Jeremy Labrie - term expires May 2028; the Planning Commission - appoint Kelly Hammerlun - term expires September 2028; and the Senior Citizens Advisory Board - appoint Jan Breese and Tom Stewart - terms expire September 2028.
 - H. Adopt Resolution No. 2025-32 setting the property tax request for FY 2025/2026.
 - I. Approve bid specifications for a mobile in-car video camera system, including body-worn cameras, and set the date to receive bids as October 27, 2025 at 2:00 P.M.
 - J. Approve bid specifications for (1) one new current model year full size half ton crew cab 4-wheel drive SSV or PPV truck for use by the McCook Police Department and set the date to receive bids as November 4, 2025 at 2:00 P.M.
5. Regular Agenda.
- A. Update regarding the youth sports complex project.
 - B. Ordinance No. 2025-3109 providing for the amendment of Chapter 38: Appendix F, Solid Waste Collection Fees.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2025-3109 upon its second of three readings.
 - C. Council Comments.
- Adjournment.

**CITY MANAGER'S REPORT
OCTOBER 6, 2025 CITY COUNCIL MEETING**

ITEM: 2.A.

RECOMMENDATION:

Presentation and outline of the City of McCook's current rate schedule for background information preparing for a modified rate schedule in the future.

BACKGROUND:

Over the past several months the City of McCook and Public Financial Management have been working together to gather information about the current rate schedule the City has had in place for years. PFM is compiling the supplied information into a detailed document that will outline the suggested new rate schedule moving forward.

FISCAL IMPACT:

APPROVALS:



Lea Ann Doak, City Clerk

Date: 9/30/25



Pat Fawver, City Utility Director

Date: 9/30/2025



Nate Schneider, City Manager

Date: 9-30-25

**CITY MANAGER'S REPORT
OCTOBER 6, 2025 CITY COUNCIL MEETING**

ITEM #

3.A.

RECOMMENDATION:

Approve the proclamation designating October 5 through October 11 as "Fire Prevention Week" and authorize the Mayor to sign.

BACKGROUND:

Since 1922, the National Fire Protection Association (NFPA) has sponsored the public observance of Fire Prevention Week. In 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country.

The City of McCook Fire Department is teaming up with the (NFPA) to promote this year's Fire Prevention Week campaign, "Charge into Fire Safety: Lithium-Ion Batteries in Your Home." The campaign works to educate everyone about using these batteries safely. The campaign stresses how important it is to BUY, CHARGE, and RECYCLE safely when it comes to lithium-ion batteries.

Lithium-ion batteries have emerged as the power source of choice for a vast array of modern tools and mobility devices. From toothbrushes to smartphones, construction tools to medical devices, scooters to cars, these rechargeable power sources have transformed the way we power our homes, cities and everything in between.

NFPA has put out these three steps to CHARGE INTO FIRE SAFETY:

- Buy only listed products. When buying a product that uses a lithium-ion battery, look for safety certification mark such as UL, ETL, or CSA.
- Charge devices safely. Always use the cords that came with the product to charge. Buy new chargers from the manufacturer or one that the manufacturer has approved. Charge your device on a hard surface. Don't overcharge your device. Unplug it or remove the battery when it's fully charged.
- Recycle batteries responsibly. Don't throw lithium-ion batteries in the trash or regular recycling bins because they could start a fire. Recycle your device or battery at a safe battery recycling location. Visit call2recycle.org to find a recycling spot near you.

This week also reminds us of the dangers that brave first responders face as they risk their lives to fight fires and protect the communities, citizens, and natural resources. The fire service responds to more than 20 million emergency calls a year. Americans are grateful for the courage, skill, and commitment to public safety, and honor the sacrifice of those who have been injured or killed in their efforts to protect us. Through fire safety and prevention, we can save lives, including those of our firefighters and other first responders.

**CITY MANAGER'S REPORT
OCTOBER 6, 2025 CITY COUNCIL MEETING**

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**FISCAL
IMPACT: None**

RECOMMENDATION:

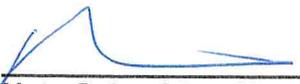
**Approve the proclamation designating October 5 through October 11 as
"Fire Prevention Week" and authorize the Mayor to sign.**

APPROVALS:



Marc A. Harpham, Fire Chief

24 SEPT 2025
Date



Nate Schneider, City Manager

Oct. 1, 2025
Date

*Office of the Mayor
McCook, Nebraska
Proclamation*

"FIRE PREVENTION WEEK"

- WHEREAS, the City of McCook, Nebraska is committed to ensuring the safety and security of all those living in and visiting our community; and
- WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and
- WHEREAS, most of the electronics used in homes daily — including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys — are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and
- WHEREAS, the National Fire Protection Association® (NFPA®) reports an increase in battery related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and
- WHEREAS, residents should follow three key calls to action: Buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and
- WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and
- WHEREAS, the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and
- WHEREAS, McCook first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and
- WHEREAS, the 2025 Fire Prevention Week™ theme, "Charge into Fire Safety™: Lithium-Ion Batteries in Your Home," serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

THEREFORE, I Linda Taylor mayor of the City of McCook do hereby proclaim October 5 through 11, 2025, as Fire Prevention Week throughout this community.

Dated this 6th day of October, 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
OCTOBER 6, 2025 CITY COUNCIL MEETING**

ITEM: 4.A.

Approve the minutes of the September 15, 2025 regular City Council meeting and the September 29, 2025 special City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 30, 2025

McCook City Council
September 29, 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 Linda Taylor, Councilmembers Jerry Calvin, Gene Weedin.

Absent: Councilmembers Jared Muehlenkamp, Darcy Rambali.

City Officials present: City Manager Nate Schneider, City Attorney Nate Mustion, City Clerk Lea Ann Doak, Assistant City Manager Tera Koetter.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 26, 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. Adopt Resolution No. 2025-30 and Resolution No. 2025-31, ratifying the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2025 to September 30, 2028 and authorize the Mayor to sign said agreements.

Motion to adopt Resolution No. 2025-30 and Resolution No. 2025-31, ratifying the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2025 to September 30, 2028 and authorize the Mayor to sign said agreements. This motion, made by Calvin and seconded by Weedin, passed.

Muehlenkamp: ABSENT, Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA
YEA: 3, NAY: 0, ABSENT: 2

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 12:09 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

McCook City Council
September 15, 2025
5:30 P.M.

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

Present: Mayor Linda Taylor, Councilmembers Jerry Calvin, Gene Weedin, Jared Muehlenkamp.

Absent: Councilmember Rambali.

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

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

City Officials present: City Manager Nate Schneider, City Attorney Nate Mustion, City Clerk Lea Ann Doak, Assistant City Manager Tera Koetter, Library Director Jody Crocker, Utilities Director Pat Fawver, Fire Chief Marc Harpham, Police Chief Kevin Hodgson, Public Works Director Kyle Potthoff, and Senior Services Director Beth Siegfried.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 11, 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 Kelley, Memorial Methodist Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

Mayor Taylor announced that individuals who have appropriate items for City Council consideration should complete the "Topic for Consideration for City Council Agenda" form located at the information table by the entrance to the Council Chambers. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting, notification of the date will be given.

1. Announcements & Recognitions.

City Manager Schneider announced that a Board of Zoning Adjustment is scheduled for September 22, 2025 at 5:30 P.M.; the "Pink Card" budget hearing is scheduled for this Thursday,

September 18, 2025 at 6:00 P.M. in the upstairs training room; a special meeting will need to be scheduled for consideration of Firefighter Union renewal union contracts; through an anonymous donation, the MEDC was able to purchase the Fixed Base Operator assets at the airport; and Public Works Director Potthoff announce that semi loads of equipment for the all inclusive playground have started to arrive.

2. Proclamations.

- 2.A. Approve a proclamation designating September 17 through 23, 2025 as "Constitution Week" and authorize the Mayor to sign.

Motion to approve a proclamation designating September 17 through 23, 2025 as "Constitution Week" and authorize the Mayor to sign. This motion, made by Muehlenkamp and seconded by Calvin, passed.

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

Cathy Kenny was present to address the proclamation request.

3. Public Hearings.

- 3.A. Public Hearing - Request for a special exception by Steven L. and Ana Patricia Gillmore Keene to locate a Bed and Breakfast/Vacation Rental in a Resident Medium Density District (RM) - property located at 111 West "G" Street; legally described as Lot 7, Block 10, First Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Steven L. and Ana Patricia Gillmore Keene to locate a Bed and Breakfast/Vacation Rental in a Resident Medium Density District (RM) - property located at 111 West "G" Street; legally described as Lot 7, Block 10, First Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the September 15, 2025 City Council meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing mailed and posted (1 page); Exhibit #4 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #5 - Land Use Action Request Form and attachments (10 pages); Exhibit #6 - City of McCook Zoning Ordinance Article 9, Residential Medium Density District (RM) (3 pages); Exhibit #7 - City of McCook Zoning Ordinance Article 24, Special Exceptions (1 page); Exhibit #8 - Findings and Determinations of McCook City Council (2 pages); and Exhibit #9 - minutes of the September 8, 2025 Planning Commission meeting (7 pages).

City Manager Schneider reviewed the information presented in Exhibit #1, adding that the city will

need to develop a policy that all vacation rental special exceptions granted will need to add the city as an additional insured on the property owners insurance.

Steve Keene, applicant was present to address their request for a special exception.

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

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

3.B. Approve the application for a special exception by Steven L. and Ana Patricia Gillmore Keene to locate a Bed and Breakfast/Vacation Rental in a Resident Medium Density District (RM) - property located at 111 West "G" Street; legally described as Lot 7, Block 10, First Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied.

Motion to approve the application for a special exception by Steven L. and Ana Patricia Gillmore Keene to locate a Bed and Breakfast/Vacation Rental in a Resident Medium Density District (RM) - property located at 111 West "G" Street; legally described as Lot 7, Block 10, First Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

3.C. Public Hearing - Request for a special exception by Mark and Lynn VerSteege to locate a Bed and Breakfast/Vacation Rental in a Resident Medium Density District (RM) - property located at 1616 Centennial Drive, legally described as Replatted Lot 8B, Block 1, Parkview East Subdivision to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Mark and Lynn VerSteege to locate a Bed and Breakfast/Vacation Rental in a Resident Medium Density District (RM) - property located at 1616 Centennial Drive, legally described as Replatted Lot 8B, Block 1, Parkview East Subdivision to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the September 15, 2025 City Council meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing mailed and posted (1 page); Exhibit #4 - ownership list for mailing of Notice of Hearing (1 pages); Exhibit #5 - Land Use Action Request Form and attachments (7 pages); Exhibit #6 - City of McCook Zoning Ordinance Article 9, Residential Medium Density District (RM) (3 pages); Exhibit #7 - City of McCook Zoning Ordinance Article 24, Special Exceptions (1 page); Exhibit #8 - Findings and Determinations of McCook City Council (2 page);

and Exhibit #9 - minutes of the September 8, 2025 Planning Commission meeting. (7 pages)

City Manager Schneider reviewed the information presented in Exhibit #1, adding that the city will need to develop a policy that all vacation rental special exceptions granted will need to add the city as an additional insured on the property owners insurance.

Tom and Vicki Campbell, representing the applicants, addressed the request and answered questions from the Council.

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

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

3.D. Approve the application for a special exception by Mark and Lynn VerSteege to locate a Bed and Breakfast/Vacation Rental in a Resident Medium Density District (RM) - property located at 1616 Centennial Drive, legally described as Replatted Lot 8B, Block 1, Parkview East Subdivision to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied.

Motion to approve the application for a special exception by Mark and Lynn VerSteege to locate a Bed and Breakfast/Vacation Rental in a Resident Medium Density District (RM) - property located at 1616 Centennial Drive, legally described as Replatted Lot 8B, Block 1, Parkview East Subdivision of the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

3.E. Public Hearing - Request for a special exception by Billy Gibson to locate a Bed and Breakfast/Vacation Rental in a Resident Medium Density District (RM) - property located at 1107 West 1st Street, legally described as Lot 10, Block 17, Hillcrest Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Billy Gibson to locate a Bed and Breakfast/Vacation Rental in a Resident Medium Density District (RM) - property located at 1107 West 1st Street, legally described as Lot 10, Block 17, Hillcrest Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Muehlenkamp and seconded by Weedon, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the September 15, 2025 City Council meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing mailed and posted (1 page); Exhibit #4 - ownership list for

mailing of Notice of Hearing (3 pages); Exhibit #5 - Land Use Action Request Form and attachments (7 pages); Exhibit #6 - City of McCook Zoning Ordinance Article 9, Residential Medium Density District (RM) (3 pages); Exhibit #7 - City of McCook Zoning Ordinance Article 24, Special Exceptions (1 page); Exhibit #8 - Findings and Determinations of McCook City Council (2 pages); and Exhibit #9 - minutes of the September 8, 2025 Planning Commission meeting (7 pages).

City Manager Schneider reviewed the information presented in Exhibit #1, adding that the city will need to develop a policy that all vacation rental special exceptions granted will need to add the city as an additional insured on the property owners insurance.

Mr. Gibson's daughter, Alicia Fichtner, was present to review the request and answer questions from the Council.

Ryan Smith questioned if the public was made aware of these three special exception requests.

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

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

- 3.F. Recommend approval to the City Council the application for a special exception by Billy Gibson to locate a Bed and Breakfast/Vacation Rental in a Resident Medium Density District (RM) - property located at 1107 West 1st Street, legally described as Lot 10, Block 17, Hillcrest Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied.

Motion to the application for a special exception by Billy Gibson to locate a Bed and Breakfast/Vacation Rental in a Resident Medium Density District (RM) - property located at 1107 West 1st Street, legally described as Lot 10, Block 17, Hillcrest Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied. This motion, made by Muehlenkamp and seconded by Weedin, passed.

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

- 3.G. Public Hearing - consider the 2026 McCook Plan of Street Improvements.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the 2026 McCook Plan of Street Improvements with the City Attorney to act as hearing officer. This motion, made by Weedin and seconded by Taylor, passed.

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

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated September 15, 2025 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - proposed Resolution No. 2025-24 (1 page); Exhibit #4 - One Year Street Plan (1 page); Exhibit #5

- Long Range Street Plan (1 page); Exhibit #6 - Map of 2026 - Plan of Street Improvements (1 page); Exhibit #7 – 2026 One & Six Year Plan Budget (1 page); and Exhibit #8 - Projects Completed or Contracted in the Last Fiscal Year (1 page).

Street Superintendent Greg Wolford and Public Works Director Potthoff discussed the progress of the current street plan and what will be coming up in the next couple of years.

Spencer Smith noted a couple of streets that were in need of maintenance.

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

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

3.H. Adopt Resolution No. 2025-24 approving the 2026 McCook Plan of Street Improvements.

Motion to adopt Resolution No. 2025-24 approving the 2026 McCook Plan of Street Improvements. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

4. Consent Agenda.

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

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

- 4.A. Approve the minutes of the September 2, 2025 budget hearing and the September 2, 2025 regular City Council meeting.
- 4.B. Approve Resolution No. 2025-25 authorizing the Mayor to sign the 2025 Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standards.
- 4.C. Accept the minutes of the September 8, 2025 Planning Commission meeting.
- 4.D. Receive and file Change Order Number 1 in the form of a credit in the amount of \$25,726.84, as well as the final payment for the McCook Aquatic Park Project and authorize the Mayor to sign.
- 4.E. Approve and authorize the Mayor to sign Change Order No. 1, the Certificate of Substantial Completion, and Pay Application No. 4 (Final) for Water Distribution Improvements Revised Project #2, Contractor — Van Kirk Brothers Contracting.

- 4.F. Approve Resolution No. 2025-26 establishing a handicap parking stall on the east side of the 500 block of Norris Avenue.
- 4.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 one new ground level vault on East 13th Street and East "C" Street.
- 4.H. Accept Paulsen Inc. bid of \$4,779,068.00 as the lowest responsible bidder for PFC Gerald L. Walters Youth Sports Complex Infrastructure and authorize the Mayor to execute the necessary paperwork to award the contract.
- 4.I. Ratify the Mayor's appointments to the Building and Housing Code Advisory and Appeals Board - reappoint Aaron Peterson - term expires September 2029; the Economic Development Plan Loan Committee - reappoint Aaron Peterson - term expires March 2029; the Library Advisory Board - reappoint Mary Dueland - term expires June 2029 and appoint Miranda Perry to fill Staci Blomstedt remaining term - term expires June 2027; and to the Planning Commission - reappoint Camy Bradley and Bruce McDowell - terms expire September 2028.
- 4.J. Approve a Memorandum of Understanding with the McCook Area Chamber of Commerce whereby ACE funds will be appropriated for promotional activities that benefit the City of McCook.
- 4.K. Approve Resolution No. 2025-29 adopting the First Amendment to the City of McCook, Nebraska, Police Department Employees Retirement Plan and Trust.

5. Regular Agenda.

- 5.A. Presentation from Emma Castor with WCNDD (West Central Nebraska Development District) regarding properties in their designated area that should be rescinded from previous declarations of nuisance and properties that need abatement.

Emma Castor with WCNDD was present via zoom to update the Council regarding nuisance properties in their designated area.

- 5.B. Approve Resolution No. 2025-27 approving the rescinding of a portion of Resolution No. 2025-11 which previously declared certain properties a nuisance and which now have been abated and cleared of this nuisance as deemed by WCNDD and as declared in the Resolution.

Motion to approve Resolution No. 2025-27 approving the rescinding of a portion of Resolution No. 2025-11 which previously declared certain properties a nuisance and which now have been abated and cleared of this nuisance as deemed by WCNDD and as declared in the Resolution. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

YEA: 4, NAY: 0, ABSENT: 1

- 5.C. Approve Resolution No. 2025-28 approving the rescinding of a portion of Resolution No. 2025-17 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

Motion to approve Resolution No. 2025-28 approving the rescinding of a portion of Resolution No. 2025-17 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution. This motion, made by Taylor and seconded by Calvin, passed.

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

- 5.D. Approve WCNDD's Motion to Abate for the properties located at 201 S 9th Street, McCook, NE and 304 S 8th Street, McCook, NE.

Motion to approve WCNDD's Motion to Abate for the properties located at 201 S 9th Street, McCook, NE and 304 S 8th Street, McCook, NE. This motion, made by Taylor and seconded by Weedon, passed.

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

- 5.E. Update regarding the youth sports complex project.

City Manager Schneider gave an update on the youth sports complex project. Grant writing continues; a meeting with bond counsel and the feasibility group has been scheduled; and plans are being made for a ribbon cutting with the first rolling of the artificial turf.

- 5.F. Ordinance No. 2025-3104 providing for the adoption of the budget for FY 2025/2026.

Mayor Taylor asked the Clerk to read Ordinance No. 2025-3104 by title.

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

Ordinance No. 2025-3104 has been read by title and I move to approve upon its third and final reading. This motion, made by Muehlenkamp and seconded by Calvin, passed.

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

Mayor Taylor stated for the record that Ordinance No. 2025-3104 is declared lawfully passed and adopted upon publication as required by law.

5.G. Ordinance No. 2025-3105 providing for the adoption of the FY 2025/2026 Fiscal Year Employee Classification Pay Plan.

Mayor Taylor asked the Clerk to read Ordinance No. 2025-3105 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2025/2026 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2025-3105 has been read by title and I move to approve upon its third and final reading. This motion, made by Muehlenkamp and seconded by Weedin, passed.
Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

Mayor Taylor stated for the record that Ordinance No. 2025-3105 is declared lawfully passed and adopted upon publication as required by law.

5.H. Ordinance No. 2025-3106 providing for the amendment of Chapter 38: Appendix E, Water Department Rates and Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2025-3106 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E , WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2024-3088 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2025-3106 has been read by title and I move to approve upon its third and final reading. This motion, made by Muehlenkamp and seconded by Taylor, passed.
Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0, ABSENT: 1

Mayor Taylor stated for the record that Ordinance No. 2025-3106 is declared lawfully passed and adopted upon publication as required by law.

5.I. Ordinance No. 2025-3107 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2025-3107 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2024-3089 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

Ordinance No. 2025-3107 has been read by title and I move to approve upon its third and final reading. This motion, made by Muehlenkamp and seconded by Weedin, passed.

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

Mayor Taylor stated for the record that Ordinance No. 2025-3107 is declared lawfully passed and adopted upon publication as required by law.

5.J. Ordinance No. 2025-3109 providing for the amendment of Chapter 38: Appendix F, Solid Waste Collection Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2025-3109 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2024-3087 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

Ordinance No. 2025-3109 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

5.K. Consider Ordinance No. 2025-3108 setting the salary and compensation of City Manager Nathan A. Schneider.

Mayor Taylor introduced Ordinance No. 2025-3108 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA SETTING THE SALARY AND COMPENSATION OF THE CITY MANAGER OF THE CITY OF MCCOOK; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2025-3108 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 Calvin and seconded

by Muehlenkamp, passed.

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

I move for final passage of Ordinance No. 2025-3108. This motion, made by Taylor and seconded by Calvin, passed.

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

Mayor Taylor stated for the record that Ordinance No. 2025-3108 is declared lawfully passed and adopted upon publication as required by law.

5.L. Council Comments.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 7:15 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

McCook City Council
September 29, 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 Linda Taylor, Councilmembers Jerry Calvin, Gene Weedin.

Absent: Councilmembers Jared Muehlenkamp, Darcy Rambali.

City Officials present: City Manager Nate Schneider, City Attorney Nate Mustion, City Clerk Lea Ann Doak, Assistant City Manager Tera Koetter.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 26, 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. Adopt Resolution No. 2025-30 and Resolution No. 2025-31, ratifying the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2025 to September 30, 2028 and authorize the Mayor to sign said agreements.

Motion to adopt Resolution No. 2025-30 and Resolution No. 2025-31, ratifying the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2025 to September 30, 2028 and authorize the Mayor to sign said agreements. This motion, made by Calvin and seconded by Weedin, passed.

Muehlenkamp: ABSENT, Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA
YEA: 3, NAY: 0, ABSENT: 2

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 12:09 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
OCTOBER 6, 2025 CITY COUNCIL MEETING**

ITEM: 4.B.

RECOMMENDATION – Declare the listed abandoned and unclaimed vehicle and property as surplus city property to be disposed of in the appropriate legal manner.

BACKGROUND:

The McCook Police Department has secured title to the listed impounded, abandoned, and unclaimed vehicles to be declared as surplus property. The department has also received additional items of abandoned, unclaimed, and surplus property other than vehicles, which are listed separately on the attached forms. Nebraska State Statute mandates that abandoned and unclaimed surplus property be sold at auction. Proceeds from the auction will be paid to the City of McCook general fund in the manner declared by said statute.

**FISCAL
IMPACT:** None.

APPROVALS:



Kevin Hodgson, Police Chief

September 12, 2025



Nathan A. Schneider, City Manager

September 12, 2025

2011	CHEVROLET	EQUINOX	39-K346 / TAN	2CNFLEEECTB6464264	KEYS	3/4/2024	MP24030003
2016	NISSAN	ALTIMA	GK695C / SILVER	1N4AL3AP3GN378311	N	2/7/2024	MP24020121
2011	CHEVROLET	MALIBU	48-E919 / BLK	1G1ZB5E19BF337999	N	8/1/2024	MP24070663
2007	FORD	TAURUS	48-M808 / MAR	1FAFP53U87A148795	N	7/17/2024	MP24060567
2007	NISSAN	MURANO	48-H55 / BLK	JN8AZ08WX7W610566	KEYS	12/30/2024	MP24120507
1996	FORD	BRONCO	WHITE-NOT WHI	1FMEU15H9TLA83909	N	1/6/2025	MP25010085
2003	BUICK	CENTURY	48-G745 / SIL	2G4WS52J831204640	KEYS	3/13/2025	MP25030249
2002	DODGE	NEON	GOLD	1B3ES26C22D568373	N	1/29/2025	MP25010334
2004	DODGE	RAM 1500	48-8698A / GRY	1D7HU16D74J286295	N	2/10/2025	MP25010436
2005	CHRYSLER	PACIFICA	4382ABT / BLU	2C4GF68485R526848	N	4/17/2025	MP25040223
2015	FORD	EXPLORER	48F919 / BLK	1FM5K8D86FGC28434	KEYS	5/14/2025	MP25050241
2000	CADILLAC	EL DORADO	MAR	1G6EL12Y8YU153920	KEYS	1/22/2024	MP24010381

Abandoned and Unclaimed Lost & Found Property

McCook Police Department

1. Black & Decker brand pruning shears
2. DeWalt brand cordless drill
3. Gibson brand guitar
4. Fender brand guitar
5. Green Works brand string trimmer with battery and charger
6. Remington brand gas powered string trimmer
7. Milwaukee brand Sawzall with case
8. Men's ring (unknown size)

**CITY MANAGER'S REPORT
OCTOBER 6, 2025 CITY COUNCIL MEETING**

ITEM: 4.C.

RECOMMENDATION:

ADOPT THE DISADVANTAGED BUSINESS ENTERPRISE(DBE) PROGRAM FOR MCCOOK BEN NELSON REGIONAL AIRPORT FOR FAA FISCAL YEARS 2025, 2026 AND 2027 AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

The Disadvantaged Business Enterprise (DBE) program has been updated and is a Federal requirement for each fiscal year that we anticipate awarding contracts totaling \$250,000 or more in Federal Aviation Administration (FAA) funds for airport planning or development. This program ensures that DBE's have an equal opportunity to receive and participate in Department of Transportation assisted contracts.

The City of McCook's has met all publication requirements and announces a DBE participation goal of 0% for FAA funded contracts/agreements for Fiscal Years 2025 through 2027.

The next major project at McCook Ben Nelson Regional Airport is the construction of a self fueling facility which has already been bid out and awarded. It is scheduled to be completed sometime in 2026.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

August 11, 2025



Nate Schneider, City Manager

August 11, 2025

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PROGRAM**

FOR FAA FISCAL YEARS 2025, 2026 & 2027

McCook Ben Nelson Regional Airport

McCook, Nebraska

March 2025

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
McCook Ben Nelson Regional Airport
McCook, Nebraska

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The **City of McCook**, Nebraska, Sponsor of McCook Ben Nelson Regional Airport has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (U.S. DOT), 49 CFR Part 26. The **City of McCook** has received Federal financial assistance from the U.S. Department of Transportation, and as a condition of receiving this assistance, the **City of McCook** has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the **City of McCook** to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in U.S. DOT-assisted contracts. It is also the **City of McCook's** policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of U.S. DOT- assisted contracts.
2. Create a level playing field on which DBEs can compete fairly for U.S. DOT-assisted contracts.
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law.
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
5. Help remove barriers to the participation of DBEs in U.S. DOT assisted contracts;
6. Promote the use of DBEs in all types of federally assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Kyle Potthoff, Public Works Director, City of McCook, has been delegated as the DBE Liaison Officer. In that capacity, **Kyle Potthoff, Public Works Director** is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the **City of McCook** in its financial assistance agreements with the Department of Transportation.

The **City of McCook** has disseminated this policy statement to the **City of McCook's governing officials** and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on **City of McCook** U.S. DOT-assisted contracts. The distribution was accomplished by **inclusion in bid specifications**.

Mayor: _____

Date: _____

GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are elaborated in the policy statement on the first page of this program.

Section 26.3 Applicability

The **City of McCook** is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The **City of McCook** will use terms in this program that have their meanings defined in Part 26, §26.5.

Section 26.7 Non-discrimination Requirements

The **City of McCook** will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the **City of McCook** will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Data Collection and Record Keeping Requirements

Reporting to NDOT

The **City of McCook** will provide data about its DBE Program to the Department as directed by U.S. DOT operating administrations.

DBE participation will be reported to Nebraska Department of Transportation - Division of Aeronautics (NDOT-A) as follows:

The **City of McCook** will transmit to **NDOT-A** annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Appendix B to Part 26. The **City of McCook** will similarly report the required information about participating DBE firms. All reporting will be done through the **NDOT-A** official reporting system, or another format acceptable to **NDOT-A** as instructed thereby.

Bidders List

The **Nebraska Department of Transportation – Division of Aeronautics (NDOT-A)**, acting as agent for the **City of McCook**, will collect bidders list information as described in § 26.11(c)(2) using forms included in **Attachment 3** and enter it into the system designated by DOT. The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts for use in helping you set your overall goals, and to provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

The **City of McCook** will obtain the following bidders list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:

- Firm name
- Firm Address including Zip code
- Firm's status as a DBE or non-DBE
- Race and sex information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc) rather than requesting an exact figure from the firm.

The **City of McCook** will collect the data from all bidders for our federally assisted contracts by requiring the information in paragraph (c)(2) of this section to be submitted with their bids or initial responses to negotiated procurements.

The **City of McCook** will enter this data in the Department's designated system no later than December 1 following the fiscal year in which the relevant contract was awarded.

In the case of a "design-build" contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), the **City of McCook** will enter the data no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

The **Nebraska Department of Transportation** for the **Nebraska** Unified Certification Program (UCP) established pursuant to § 26.81 must report to DOT's Departmental Office of Civil Rights each year, the following information:

- The number and percentage of in-state and out-of-state DBE certifications by sex and ethnicity (Black American, Asian-Pacific American, Native American, Hispanic American, Subcontinent-Asian Americans, and non-minority);
- The number of DBE certification applications received from in-state and out-of-state firms and the number found eligible and ineligible
- The number of decertified firms:
 - Total in-state and out-of-state firms decertified

- Names of in-state and out-of-state firms decertified because Socially and Economically Disadvantaged Owner (SEDO) exceeded the personal net worth cap
- Names of in-state and out-of-state firms decertified for excess gross receipts beyond the relevant size standard.
- The number of in-state and out-of-state firms summarily suspended
- The number of in-state and out-of-state applications received for an individualized determination of social and economic disadvantaged status
- The number of in-state and out-of-state firms certified whose owner(s) made an individualized showing of social and economic disadvantaged status

Records retention and reporting:

The **City of McCook** will maintain records documenting a firm's compliance with the requirements of this part. At a minimum, the **City of McCook** will keep a complete application package for each certified firm and all affidavits of no-change, change notices, and on-site reviews. These records will be retained in accordance with all applicable record retention requirements of the **City of McCook** financial assistance agreement. Other certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

Section 26.13 Assurances Recipients and Contractors Must Make

The **City of McCook** has signed the following assurances, applicable to all U.S. DOT-assisted contracts and their administration:

Assurance: - Each financial assistance agreement the **City of McCook** signs with a NDOT operating administration (or a primary recipient) will include the following assurance:

The **City of McCook** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The **City of McCook** shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The **City of McCook's** DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the **City of McCook** of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance: The **City of McCook** will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.

ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The City of McCook is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year.

The City of McCook is not eligible to receive U.S. DOT financial assistance unless U.S. DOT has approved this DBE program and the City of McCook is in compliance with it and Part 26. The City of McCook will continue to carry out this program until all funds from U.S. DOT financial assistance have been expended. The City of McCook does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted for U.S. DOT approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer for the **City of McCook**:

Name: Kyle Potthoff, Public Works Director
Address: P.O. Box 1059
City: McCook, Nebraska 69001-1059
Telephone: 308-345-2022
Email: potthoff@cityofmccook.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the **City of McCook** complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the **Mayor of the City of McCook** concerning DBE program matters.

An organizational chart displaying the DBELO's position in the organization is included in **Attachment 2** to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. However, the **City of McCook** does not have a dedicated civil rights department. The **City of McCook** uses staff from NDOT-A and the **Nebraska Department of Transportation (NDOT)** Civil Rights Office for guidance on matters concerning the DBE program and to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by U.S. DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the **City of McCook's** progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on DBE matters and achievement.
- ~~9. Chairs the DBE Advisory Committee.~~
10. Determine contractor compliance with good faith efforts.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
- ~~12. Plans and participates in DBE training seminars.~~
- ~~13. Acts as liaison to the Uniform Certification Process.~~
14. Provides outreach to DBEs and community organizations to advise them of opportunities.
- ~~15. Maintains the agency's updated directory on certified DBEs.~~

NOTES*

Item 9: Given the very small size of the Sponsor organization, there is no defined DBE Advisory Committee. The DBELO does, however, advise the entire organization on DBE matters and achievements, per Item 8.

Item 12: Given the very small size of the Sponsor organization, the organization does not have the resources to plan and participate in DBE training seminars. For this duty or responsibility, the organization relies on the resources of the NDOT and their Civil Rights Office to provide appropriate training opportunities.

Item 13: Per Section 26.31 below, the Sponsor is a non-certifying member of the Nebraska Unified Certification Program (UCP). As a non-certifying, or Signatory, member, the Sponsor agrees to designate the NDOT Highway Civil Rights Office (HCRO) as the sole certifying agency of the NUCP.

Item 15: Per Sections 26.31, the **City of McCook** is a non-certifying member of the Nebraska Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31. This is the directory used by the Sponsor.

Section 26.27 DBE Financial Institutions

It is the policy of the **City of McCook** to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on U.S. DOT-assisted contracts to make use of these institutions. Availability of such institutions will be investigated on an annual basis.

Utilizing a list of Nebraska banks provided by the Nebraska Department of Banking and Finance, we determined that there are eight (8) banks in McCook as of June 24, 2024: Pinnacle Bank, First Interstate Bank, Horizon Bank, Henderson State Bank, Lincoln FSB of Nebraska, First Central Bank of McCook, MNB Bank, and Cornerstone Bank. Following the process used by the Nebraska Department of Transportation, the **City of McCook** investigated the availability of socially and economically disadvantaged financial institutions in Nebraska, including the 8 institutions noted above, using the following reports/lists:

- Federal Deposit Insurance Corporation Report to Congress for 2022, “Preservation and Promotion of Minority Depository Institutions”
(<https://www.fdic.gov/regulations/resources/minority/congress/index.html>)
- Federal Deposit Insurance Corporation Minority Depository Institutions List
(<https://www.fdic.gov/regulations/resources/minority/mdi.html>)
- Federal Deposit Insurance Corporation Minority Depository Institutions MDI and CDFI Ban Locator (<https://fdic-gis.maps.arcgis.com/apps/webappviewer/index.html?id=76c05acdf50f4e3db35cd042103e998e>)
- Office of the Comptroller of the Currency Minority and Women-Owned Depository List (<https://www.occ.treas.gov/topics/consumers-and-communities/minority-outreach/locations-list-view-minority.html?category=ho&type=people>)

From this review, only one depository institution in the state, The First National Bank of Gordon, is noted on the Office of the Comptroller of the Currency’s Minority and Women-Owned Depository list, as a Women Owned business. No other lists included the First National Bank of Gordon, or

any other socially or economically disadvantaged financial institutions. None of the 8 local institutions noted above were listed on any minority list.

According to Part 26.27, the **City of McCook** is required to “thoroughly investigate ... financial institutions ... in your community.” McCook is a city with a population of less than 7,500. It is located in an area with no suburbs. The **City of McCook** constitutes the **City of McCook’s** community. The **City of McCook** has investigated all financial institutions within their community and thus met the requirements of Part 26.27.

The **City of McCook’s** community under 26.27 and the **City of McCook’s** market area under 26.45 are not the same areas. Due to the area’s low population density, contractors typically travel hundreds of miles to participate on U.S. DOT-assisted contracts. Therefore, the **City of McCook’s** market area that was used to establish their overall DBE goal is discussed in Attachment 5. It would be impractical, infeasible, and unreasonable for the **City of McCook** to use a financial institution outside of their community.

Section 26.29 Prompt Payment Mechanisms

The **City of McCook** requires that all subcontractors performing work on U.S. DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors.

In accordance with 49 CFR §26.29, the **City of McCook** established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor’s receipt of each payment from the **City of McCook**.

The **City of McCook** ensures prompt and full payment of retainage from the prime contractor to the subcontractor within no later than 30 days after the subcontractor’s work is satisfactorily completed. Pursuant to §26.29, the **City of McCook** has selected the following method to comply with this requirement:

(1) The **City of McCook** will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the **City of McCook’s** payment to the prime contractor.

To implement this measure, the **City of McCook** includes the following clause from FAA Advisory Circular 150/5370-10 in each U.S. DOT-assisted prime construction contract:

- (a) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance no later than 30 days from receipt of payment from the **City of McCook**. The prime contractor agrees further to return retainage payments to each

subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **City of McCook**. This clause applies to both DBE and non-DBE subcontractors.

- (b) In the event of noncompliance with this provision, the **City of McCook** may impose appropriate penalties in accordance with terms and conditions of this contract.
- (c) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor has paid for work performed by such subcontractors in accordance with this provision and contract terms.

Section 26.31 Directory of Certified Firms

The **City of McCook** is a non-certifying member of the Nebraska Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31. The directory is available from:

Minority Business Coordinator
Nebraska Department of Transportation
P.O. Box 94759
Lincoln, NE 68509
402-479-3728
<https://dot.nebraska.gov/business-center/civil-rights/>

The directory lists firms that have passed NDOT's certification process. The listing includes the firm's name, address, phone number and the type of work the firm has been certified to perform as a DBE. NDOT updates the directory at least quarterly.

Section 26.33 Over-concentration

The **City of McCook** has not identified that over-concentration exists the types of work that DBEs perform and has not implemented a Business Development Program

Section 26.35 Business Development and Mentor-Protégé Programs

The **City of McCook** has not established a Business Development Program or Mentor-Protégé Program as described by 49 CFR Part 26.

Section 26.37 Monitoring Responsibilities

The **City of McCook** implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and set forth these mechanisms in the **City of McCook's** DBE program.

The **City of McCook** actively monitors participation by maintaining a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments.

Monitoring Payments to DBEs and Non-DBEs

The **City of McCook** undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method(s):

- Entering into an agreement for construction observation services, which will include reviewing compliance with Labor and Civil Rights provisions in accordance with FAA AIP Sponsor Guide No. 1070.
- Keeping a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

The **City of McCook** requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the **City of McCook's** financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the **City of McCook** or U.S. DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- The **City of McCook** proactively reviews contract payments every quarter to subcontractors including DBEs. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the **City of McCook** by the prime contractor.

Prompt Payment Dispute Resolution

The **City of McCook** will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.

In the event of a dispute as to whether work has been satisfactorily completed or not, the DBELO shall schedule and attend a meeting between the **City of McCook, Engineering Consultant, the project prime contractor and the DBE subcontractor**. Attendees for the prime contractor and DBE subcontractor shall have an appropriate authority to enter into decisions obligating their respective company.

The **City of McCook** has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

- (1) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed:

- (a) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance no later than 30 days from receipt of payment from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.
- (b) In the event of noncompliance with this provision, the Sponsor may impose appropriate penalties in accordance with terms and conditions of this contract.
- (c) Subject to the approval of the Sponsor, the prime contractor shall use appropriate alternative dispute resolution mechanisms to resolve any payment disputes that may arise.
- (d) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor has paid for work performed by such subcontractors in accordance with this provision and contract terms.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint.
- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the **City of McCook** to resolve prompt payment disputes, affected subcontractor may contact the responsible NDOT-A contact.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The **City of McCook** will provide appropriate means to enforce the requirements of §26.29. These means include:

In the event of non-compliance with the DBE regulation by a participant in our procurement activities, the **City of McCook** has available several remedies to enforce the DBE requirements contained in its contract, including, but not limited to, the following:

- Breach of contract action, pursuant to the terms of the contract.
- Breach of contract action, pursuant to Nebraska Statute

- 3-504 City Airport Authority
- 3-116, 3-120, 3-125 NDA
- Other sections of Nebraska Statutes that may be applicable and could be used to enforce DBE requirements include unemployment compensation fund contributors and interest due under the provisions of Nebraska Statute 48-601 to 48-669 on wages paid to individuals employed. Conditions regarding fair employment practices as contained in Nebraska Statutes 48-1101 through 48-225 and to comply with minimum wage scale and nondiscrimination as defined in Nebraska Statutes 48-1201 through 48-1277.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26.
- Enforcement action pursuant to 49 CFR Part 31.
- Prosecution pursuant to 18 USC 1001.

The **City of McCook** will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites

The **City of McCook** reviews contracting records and has engaged with a professional consultant to assist in actively monitoring work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by the professional consultant. Contracting records are maintained by the professional consultant and reviewed by Kyle Potthoff, Public Works Director. The **City of McCook** will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

Section 26.39 Fostering small business participation

The **City of McCook** has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as **Attachment 10** to this DBE Program. The program elements will be actively implemented to foster small business participation. **Implementation of the small business element is required in order for the City of McCook to be considered by U.S. DOT as implementing this DBE program in good faith.**

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The **City of McCook** does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The City of McCook will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding U.S. DOT -funded prime contracts the cumulative total value of which exceeds \$250,000 in U.S. DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), the City of McCook will submit its Overall Three-year DBE Goal to the FAA by August 1st of the year in which the goal is due, as required by the schedule established by and posted to the website of NDOT.

NDOT:

<https://dot.nebraska.gov/business-center/civil-rights/>

FAA:

[https://www.faa.gov/about/office org/headquarters offices/acr/bus ent program/media/Schedule of DBE and ACDBE Reporting Requirements Dec 2017 Issue.pdf](https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/Schedule_of_DBE_and_ACDBE_Reporting_Requirements_Dec_2017_Issue.pdf)

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the **City of McCook** does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and the **City of McCook** will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Method: The following is a summary of the method we used to calculate this goal:

We consulted with NDOT-A to establish the geographical area from which we could reasonably expect ready, willing, and able prime contractors and subcontractors to be obtained. After identifying the geographical area, we search the US Census Bureau's data base to obtain the total number of businesses that correspond to the NAICS code related to the prime scope of work for the project. We review the NDOT data base to identify the number of certified DBE's in the geographical area with work codes similar to the NAICS codes.

Step 1: The first step is to determine a base figure for the relative availability of DBEs in the market area. The **City of McCook** will use a Bidders List, the goal of another NDOT recipient, DBE Directory information and Census Bureau Data, or other alternative method that complies with §26.45 as a method to determine the base figure. The base figure was determined by dividing the number of DBE firms on this list by the total number of firms. See **Attachment 5:** "Step 1: Goal Setting Process for details". The **City of McCook** understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2: The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, and/or information about barriers to entry to past competitiveness of DBEs on contracts. The **City of McCook** will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

We have been unable to find evidence of past discrimination and have not identified any barriers in our local market area research. In addition, NDOT-A is not aware of past discrimination and has not identified any barriers in our local market area research to adjust their base figure for over utilization or under-utilization to warrant adjustments to their base figure. Therefore, we have not adjusted our base figure due to discrimination.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the **City of McCook’s** market.

Process: Before establishing the overall goal each year, the **City of McCook** will consult with NDOT-A to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the **City of McCook’s** efforts to establish a level playing field for the participation of DBEs. The **City of McCook** may also consult with United Minority Contractors Association of Nebraska and the Urban League of Nebraska to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the **City of McCook’s** efforts to establish a level playing field for the participation of DBEs.

Following this consultation, NDOT-A, as agent for the **City of McCook**, will post the airport DBE program and its overall goal on the NDOT website and notify agencies and organizations, indicating that the **City of McCook** is interested in obtaining relevant information regarding goal setting and goal methodology. The link to the airport’s program and its overall goal online and the list of agencies and organizations selected are available in Attachment 5, under Public Participation. Each notice will contain an explicit invitation to meet with the NDOT-A face-to-face or via conference call (i.e., a “scheduled, direct, interactive exchange”) to discuss any questions or comments on DBE participation goal setting.

In establishing the overall goal, the **City of McCook** will provide for consultation and publication. This includes consultation with minority, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the **City of McCook** to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before the **City of McCook** is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document

the consultation process in which the **City of McCook** engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the **City of McCook** will publish a notice announcing the proposed overall goal before submission to the FAA. The notice will be published in the local newspaper, posted on NDOT's official internet web site, and may be directly mailed to other local interested agencies. The list of potential agencies interested can be found in **Attachment 5**, under "Public Participation". If the proposed goal changes following review by FAA, the revised goal will be posted on the official internet web site.

The public will also be informed that the proposed overall goal and its rationale are available for inspection during normal business hours at the **McCook City Clerk's Office, 505 West C Street, McCook, NE 69001**. The link to the proposed goal is found below:

<https://dot.nebraska.gov/business-center/civil-rights/airport-dbe/>

This notice will provide that the **City of McCook** will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) and the location(s) where the proposal may be reviewed.

The Overall Three-Year DBE Goal submission to FAA will include a summary of information and comments received, if any, during this public participation process and the **City of McCook's** responses.

The **City of McCook** will establish its overall goal based on one or more projects. Our overall goal will be submitted to FAA at least 30 days prior to the first solicitation for a U.S. DOT-assisted contract for a project that contains a goal, including professional services, construction, or other contracts. Unless we have received other instructions from U.S. DOT, we will establish a goal on a project basis and begin using our overall goal by the time of the first solicitation for a contract that contains a goal.

The **City of McCook** will begin using the overall goal on October 1 of the relevant period, unless other instructions from U.S. DOT have been received.

Project Goals

If permitted or required by the FAA, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the

base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If a goal is established on a project basis, the goal will be used by the time of the first solicitation for a U.S. DOT-assisted contract for the project.

Prior Operating Administration Concurrence

The **City of McCook** understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by the **City of McCook** for calculating goals is inadequate, FAA may, after consulting with the **City of McCook**, adjust the overall goal or require that the goal be adjusted by the **City of McCook**. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in **Attachment 5** to this program.

Section 26.47 Failure to meet overall goals

The City of McCook cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the City of McCook fails to administer its DBE program in good faith.

The City of McCook understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

The **City of McCook** understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year.
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met.
- (3) The **City of McCook** will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years and will make it available to FAA upon request.

Section 26.49 How are overall goals established for transit vehicle manufacturers?

The **City of McCook** will require transit vehicle manufacturers (TVM), as a condition of being authorized to bid or propose on any FTA-assisted transit vehicle procurements, to certify that they have complied with the requirements of §26.49.

- (1) The **City of McCook** affirms that only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.
- (2) A TVM's failure to implement the DBE Program in the manner as prescribed in this section and throughout Part 26 will be deemed as non-compliance, which will result in removal from FTA's certified TVMs list, resulting in that manufacturer becoming ineligible to bid.
- (3) The **City of McCook** is aware that failure to comply with the requirements set forth in Part 26, §26.49(a) may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).
- (4) **The City of McCook** will submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract in the manner prescribed in the grant agreement.

Section 26.51 Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The **City of McCook** will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing).
- (3) Providing technical assistance and other services.
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on

- prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
- (5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
 - (6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
 - (7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
 - (8) Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
 - (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in **Attachment 5** to this program.

The **City of McCook** will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be established only on those U.S. DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work). Contract goals will be expressed as a percentage of the Federal share of a U.S. DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or

documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBE Liaison Officer is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

The **City of McCook** will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for U.S. DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

- (1) Award of the contract will be conditioned on meeting the requirements of this section.
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
 - a. The names and addresses of DBE firms that will participate in the contract.
 - b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.
 - c. The dollar amount of the participation of each DBE firm participating.
 - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
 - f. If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
- (4) Under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, such as a procurement for professional services, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the **City of McCook**. This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of 49 CFR § 26.53.

For each DBE listed as a regular dealer or distributor the **City of McCook** will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §§ 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue.

The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, the **City of McCook** will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

In a design-build contracting situation, in which the **City of McCook** solicits proposals to design and build a project with minimal project details at time of letting, the **City of McCook** may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of § 26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the **City of McCook** will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The **City of McCook** and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

The **City of McCook** will apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, the **City of McCook** will count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

Administrative Reconsideration of Good Faith Efforts determinations

Within three days of being informed by the **City of McCook** that it is **not responsive** because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Nathaniel Mustion, Attorney
101 W. C St.
McCook, Nebraska 69001
njmmustion@mbgslaw.com

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met, or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation/award)

The **City of McCook** will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that the **City of McCook** deems appropriate if the prime contractor fails to comply with the requirements of this section.

The awarded contractor will be required to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

The awarded contractor will be required to not terminate a DBE or any portion of its work listed in response to § 26.53(b)(2) (or an approved substitute DBE firm per § 26.53(g)) without our prior written consent, unless the **City of McCook** causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include but are not limited to: when a prime contractor seeks to perform work originally designed for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The **City of McCook** will include in each prime contract a provision stating that:

- (1) The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the **City of McCook** written consent as provided in § 26.53(f); and
- (2) Unless the **City of McCook** consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The **City of McCook** may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged, or so that he prime contractor can substitute another

DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (6) The **City of McCook** determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides the **City of McCook** written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that the **City of McCook** has determined compels the termination of the DBE subcontractor.

Before transmitting to the **City of McCook**, a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **City of McCook**, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor's written notice must give the DBE five (5) days to respond, advising the **City of McCook** and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract or portion thereof and why the **City of McCook** should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), the **City of McCook** may provide a response period shorter than five (5) days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

When a DBE subcontractor or a portion of its work is terminated by the prime contractor as provided in § 26.53(f), or if work committed to a DBE is reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent

needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the **City of McCook** requests documentation under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the contractor. The **City of McCook** shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

Section 26.55 Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in §26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and credit on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The **City of McCook** is a non-certifying member of the Nebraska Unified Certification Program (UCP). Nebraska UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in NDOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Nebraska UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Nebraska Department of Transportation
Minority Business Coordinator
P.O. Box 94759
Lincoln, NE 68509-4759.

The Uniform Certification Application form and documentation requirements are found in **Attachment 8** to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The **City of McCook** accepts the certification procedures adopted by the NUCP for DBE contractors. The NUCP uses the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in NDOT-assisted contracts. If a contractor is certified on NUCP's current list, that contractor will be acceptable to the **City of McCook**.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to the City of McCook

The **City of McCook** understands that if it fails to comply with any requirement of this part, the **City of McCook** may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

The **City of McCook** understands that, as provided in statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

Section 26.103 Enforcement Actions Applicable to FHWA and FTA Programs

The provisions of this section apply to enforcement actions under FHWA and FTA programs. **ONLY** paragraph (2) of this section is also applicable in FAA programs.

- (1) **Noncompliance complaints.** Any person who believes that a recipient has failed to comply with its obligations under this part may file a written complaint with the concerned operating administration's Office of Civil Rights. A complaint must be filed no later than 180 days after the date of the alleged violation or the date on which the complainant learned of a continuing course of conduct in violation of this part. In response to a complainant's written request, the Office of Civil Rights may extend the time for filing in the interest of justice, specifying in writing the reason for so doing. The Office of Civil Rights may protect the confidentiality of a complainant's identity as provided in § 26.109(b). Complaints under this part are limited to allegations of violation of the provisions of this part.
- (2) **Compliance reviews.** The concerned operating administration may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.

- (3) **Reasonable cause notice.** If it appears, from the investigation of a complaint or the results of a compliance review, that the **Recipient** is in noncompliance with part 26, the appropriate DOT office will promptly send the **Recipient**, return receipt requested, a written notice advising that there is reasonable cause to find the **Recipient** in noncompliance. The notice states the reasons for this finding and directs the **Recipient** to reply within 30 days concerning whether you wish to begin conciliation.
- (4) **Conciliation.**
- a. If the **Recipient** requests conciliation, the appropriate DOT office shall pursue conciliation for at least 30, but not more than 120, days from the date of the request. The appropriate DOT office may extend the conciliation period for up to 30 days for good cause, consistent with applicable statutes.
 - b. If the **Recipient** and the appropriate DOT office sign a conciliation agreement, then the matter is regarded as closed and the **Recipient** is regarded as complying. The conciliation agreement sets forth the measures the **Recipient** has taken or will take to ensure compliance. While a conciliation agreement is in effect, the **Recipient** remains eligible for FHWA or FTA financial assistance.
 - c. The concerned operating administration shall monitor the implementation of the conciliation agreement and ensure that its terms are complied with. If the **Recipient** fail to carry out the terms of a conciliation agreement, the **Recipient** is in noncompliance.
 - d. If the **Recipient** does not request conciliation, or a conciliation agreement is not signed within the time provided earlier in this section, then enforcement proceedings begin.
- (5) **Enforcement actions.**
- a. Enforcement actions are taken as provided in this subpart.
 - b. Applicable findings in enforcement proceedings are binding on all DOT offices.

Section 26.105 Enforcement Actions Applicable to FAA Programs

Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

Section 26.107 Enforcement Actions Applicable to Participating Firms

If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty,

the Department may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

The Department may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31.

The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

Section 26.109 Information, Confidentiality, Cooperation and Intimidation or Retaliation

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to U.S. DOT in any certification appeal proceeding under §26.89 or to any other state to which the individual's firm has applied for certification under §26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with U.S. DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a

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complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The **City of McCook**, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The **City of McCook** understands that it is in noncompliance with Part 26 if it violates this prohibition.

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ATTACHMENTS

- ATTACHMENT 1 Regulations: Link to 49 CFR Part 26 (eCFR)
- ATTACHMENT 2 Organizational Chart
- ATTACHMENT 3 Bidder's List Collection Form
- ATTACHMENT 4 DBE Directory or link to DBE Directory
- ATTACHMENT 5 Overall Goal Calculations
- ATTACHMENT 6 Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
- ATTACHMENT 7 DBE Monitoring and Enforcement Mechanisms
- ATTACHMENT 8 DBE Certification Application Form
- ATTACHMENT 9 State's UCP Agreement
- ATTACHMENT 10 Small Business Element Program

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ATTACHMENT 1

Regulations: 49 CFR Part 26

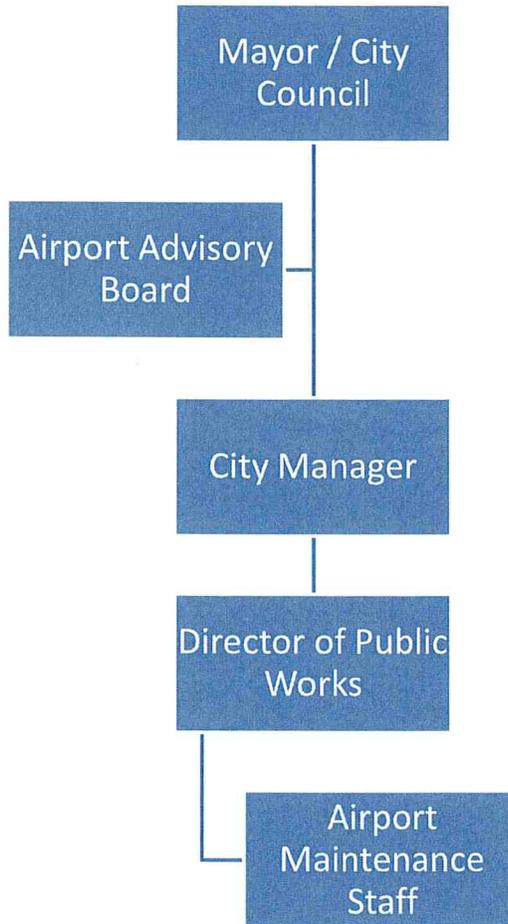
Regulations: 49 CFR Part 26,

DBE program regulations are codified in Title 49 of the Code of Federal Regulations, Part 26. They can be retrieved using the following link to the Electronic Code of Federal Regulations:

<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>

ATTACHMENT 2

Organizational Chart



Mr. Kyle Potthoff, Public Works Director, City of McCook, is the designated Liaison Officer. Thus, Mr. Potthoff has frequent contact, and direct, independent access to with the Mayor, City Mangar, and Airport Maintenance Staff.

ATTACHMENT 3

Bidder's List Collection Form

The following form is to be completed at the time of bid submittal.

AIP Project: _____

Airport: _____

Location: _____

Note: § 26.11(c) requires Airport Sponsors to collect bidders list information from all bidders at the time of bid submittal, and to enter it into USDOT's designated system. **The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not).** The form below is NOT mandatory. If you use an electronic system to collect this information, you may instead provide a screenshot or other example showing how the system collects all the required data.

Prime Contractors and/or Subcontractors Bidding on the Project

Firm Name	Firm Address (including ZIP code)	DBE or Non-DBE Status	NAICS Code(s) of Scope(s) Bid	Race/Sex of Majority Owner	Age of Firm	Annual Gross Receipts
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

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ATTACHMENT 4

State of Nebraska DBE Directory.

State of Nebraska DBE Directory,

A directory of Nebraska DBE's is available at the following website:

<https://dot.nebraska.gov/business-center/civil-rights/>

ATTACHMENT 5

Overall DBE Three-Year Goal Methodology For FY 2025, 2026, 2027

DBE Goal Summary

Airport: McCook Ben Nelson Regional Airport, McCook, Nebraska
Sponsor: City of McCook

Goal Period: Fiscal Years 2025, 2026, 2027; October 1, 2024, through September 30, 2027

Anticipated U.S. DOT-Assisted Contracts:

Contract	Contract Amount	Project Name	Type of Work
FY 2025:	\$118,000	Install Fuel System	Engineering Services
	\$1,714,000	Install Fuel System	Construction
Subtotal FY 2025	\$1,957,000		
FY 2026:	\$0	No Project	No Project
Subtotal FY 2027	\$0		
FY 2027:	\$125,000	Easement Acquisition	Engineering Services
Subtotal FY 2026	\$125,000		
Total:	\$1,957,000		

The Sponsor's overall 3-year DBE goal is: 0%

On U.S. DOT assisted contracts, the goal is to expend 0% of the Federal financial assistance on DBE's. It is anticipated that our overall DBE goal will be achieved through 0% race-neutral participation and 0% being achieved through race-conscious participation.

Total amount to be expended on DBE's: \$0

The following is a summary of our DBE expenditures for each fiscal year by contract:

Fiscal Year	Contract Type	Contract Amount	DBE Amount	Total DBE Participation	Race Neutral	Race Conscious
2025	Consultant/Engineering Services – Install Fuel System	\$118,000	\$0	0%	0%	0%
2025	Construction – Install Fuel System	\$1,714,000	\$0	0%	0%	0%
2026	No Project	\$0	\$0	0%	0%	0%
2027	Consultant/Engineering Services – Easment Acquisition	\$125,000	\$0	0%	0%	0%
FY25, 26 & 27 TOTALS		\$1,957,000	\$2,961	0.54%	0%	0.54%

Step 1: Goal Setting Process (26.45 c)

The goal was calculated using the method described in our DBE program. We selected the following geographical areas (counties) that will be used to seek contractors for the projects during the various years. The specific geographical areas were selected based on information from Nebraska Department of Transportation - Division of Aeronautics. Specifically, we selected those contractors within the following Counties for the projects for the various years:

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FY 2025	FY 2026	FY 2027
Adams, Arthur, Blaine, Buffalo, Chase, Clay, Custer, Dawson, Deuel, Dundy, Franklin, Frontier, Furnas, Garden, Gosper, Grant, Hall, Harlan, Hayes, Hitchcock, Hooker, Howard, Kearney, Keith, Lincoln, Logan, Loup, McPherson, Nuckolls, Perkins, Phelps, Red Willow, Sherman, Thomas, Valley, Webster	No Project (No contractors needed)	Easement Acquisition (No contractors needed)

In addition to construction contracts, we anticipate contracts for consulting/engineering services. In establishing DBE participation by DBE consulting/engineering firms, we were unable to locate certified DBE's that provide consulting/engineering services. Based on our past experience and information from the Nebraska Department of Transportation - Division of Aeronautics, we anticipate 4 to 6 consulting/engineering firms submitting statements of qualification for providing services at our airport. It should be noted that our engineering selection will be a qualification-based selection and we do not anticipate DBE consulting/engineering firms submitting qualifications during the selection process. Therefore, during this 3-year period, we anticipate no DBE participation on consulting/engineering services contracts. We will continually review/evaluate DBE participation by consulting/engineering firms and update as necessary.

FY2025

We anticipate one contract for consulting/engineering services in the total amount of \$118,000 and we anticipate no DBE participation on consulting/engineering services contracts, as previously discussed. The DBE participation for consulting/engineering service contracts is calculated as follows:

FY2025 Engineering Services Goal – Install Fuel System
 (0 DBE Firms/ 6 total firms) = 0% DBE Participation for Consulting/Engineering Services
 0% x \$118,000 Contract Amount = \$0 DBE Participation for Consulting/Engineering Services

We anticipate awarding a prime contract for the fuel system installation. Based on our review of the U.S. Census Bureau data, we found no firms within our selected geographical area that are classified under NAICS code 237120-Oil and Gas Pipeline and Related Structures Construction. Additionally, no certified DBEs within our selected geographical area were identified under NAICS code 237120. The DBE participation for this contract is calculated as follows:

FY2025 Construction Contract Goal – Install Fuel System
 (0 DBE Firms/ 0 total firms) = 0% DBE Participation for Construction Contract
 0% x \$1,714,000 Contract Amount = \$0 DBE Participation for Construction Contract

Based on the above discussions, our overall FY2025 DBE goal is as follows:

FY2025 Overall DBE Goal
 \$0 Total DBE Participation / \$51,832,000 Total Contract Amount = 0% DBE Participation for FY2025

FY2026

We are anticipating no projects or federal grants during FY2026; therefore, our DBE participation is zero (0).

FY2026 No Projects
 (0 DBE Firms/ 0 total firms) = 0% DBE Participation
 0% x \$0 Contract Amount = \$0 DBE Participation

FY2026 Overall DBE Goal
 \$0 Total DBE Participation / \$0 Total Contract Amount = 0% DBE Participation for FY2026

FY2027

We anticipate one contract for consulting/engineering services in the total amount of \$125,000 and we anticipate no DBE participation on consulting/engineering services contracts, as previously discussed. The DBE participation for consulting/engineering service contracts is calculated as follows:

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FY2027 Engineering Services Goal – Easement Acquisition

(0 DBE Firms/ 6 total firms) = 0% DBE Participation for Consulting/Engineering Services
 0% x \$125,000 Contract Amount = \$0 DBE Participation for Consulting/Engineering Services

This project involves the acquisition of an easement; however, no construction contracts are associated with this aspect of the project. Based on our review, there are no prime contracting opportunities related to construction activities for the easement acquisition. The DBE participation for this contract is calculated as follows:

FY2027 Construction Contract Goal – Easement Acquisition

(0 DBE Firms/ 0 total firms) = 0% DBE Participation for Construction Contract
 0% x \$0 Contract Amount = \$0 DBE Participation for Construction Contract

Based on the above discussions, our overall FY2025 DBE goal is as follows:

FY2027 Overall DBE Goal

\$0 Total DBE Participation / \$125,000 Total Contract Amount = 0% DBE Participation for FY2027

The following is summary of our anticipated work with DBE participation by fiscal year:

Summary of FY2025, 2026 and 2027 DBE Participation

The following is a summary of our anticipated work with DBE participation by fiscal year:

Fiscal Year	Contract Type	Contract Amount	DBE Amount
2025	Consultant/Engineering Services – Install Fuel System	\$126,540	\$0
2025	Construction – Install Fuel System	\$421,800	\$0
2025	No Project	\$0	\$0
2027	Consultant/Engineering Services – Easement Acquisition	\$0	\$0
FY25, 26 & 27 TOTALS		\$1,832,000	\$0

The calculation for our 3-year base figure is as follows:

$$(\$0 \text{ Total DBE Contract Amount}) / (\$1,957,000 \text{ Total Contract Amount}) = 0\%$$

Step 2: Adjustments to Base Figure (26.45(d))

Our historical data is summarized as follows:

FY	AIP Project	Description of Work	CONTRACT GOAL		CONTRACT ACHIEVE		GOAL		ACHIEVE
			Race Neutral	Race Consc.	Race Neutral	Race Consc.	Overall Goal	Overall Achieve	Over/Under Achievement
91	03	Taxiways	0%	4.5%	1.9%	4.5%	4.5%	6.4%	+1.9%
92	04	Signs/Electrical	0%	0%	0%	0%	0%	0%	0%
96	05	AARF	0%	0%	0%	0%	0%	0%	0%
99	06	Runway Extension	0%	11.5%	88.5%	11.5%	11.5%	100.0%	+88.5%
01	07	Taxiways	*	*	0%	0%	*	0%	0%
04	08	Pavement Rehabilitation	0%	1.1%	0.3%	1.1%	1.1%	1.4%	+0.3%
06	09	Electrical, AC Pavement Rehabilitation	0%	6.3%	1.6%	6.3%	6.3%	7.9%	+1.6%
07	10	Snow Removal Equipment	**	**	0%	0%	*	0%	0%
09	11	Wildlife Study	*	*	0%	0%	*	0%	0%

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11	12	Wildlife Fence Construction	0%	3.1%	0.5%	3.1%	3.1%	3.6%	+0.5%
11	13	Land Acquisition	0%	0%	0%	0%	0%	0%	0%
16	14	Hangar 14	0%	2.81%	0%	0%	2.81%	0%	-2.81%
19	15	Pavement Rehabilitation	0%	3.57%	0.03%	3.57%	3.57%	3.60%	+0.03%
20	16	No Project (CARES) ▲	▲	▲	▲	▲	▲	▲	▲
21	17	No Project (CRSSA) ▲	▲	▲	▲	▲	▲	▲	▲
21	18	Master Plan Update	0%	0%	0%	0%	0%	0%	0%
22	19	No Project (ARPA) ▲	▲	▲	▲	▲	▲	▲	▲

* Project costs < \$250,000; therefore, no goal

** DBE not applicable

*** No data available

▲ COVID Relief Grant

Using the data from the above table for completed years, the Step 1 figure was adjusted. An average of the Step 1 figure (0%) and the median of past participation (0%) was calculated. This defined our Step 1 base figure, adjusted for past participation, as **0%**.

Taking 0% as the final goal value, adjusted for past participation, and applying it to the original dollar amount of the contracted work (\$1,957,000), yields a final DBE participation goal of **\$0**.

Step 3: Breakout of Estimated Race-Neutral and Race-Conscious Participation (26.51 a-c)

Referring again to the table above, the median "Over/Under Achievement" is **0.00%**. This is the amount of participation we would expect in a race-neutral goal.

Ultimately, our Step 2 adjustments have left us with a **0.00%** adjusted goal, with a **0.00%** race-neutral component.

PUBLIC PARTICIPATION

Consultation:

In establishing the overall goal, the Sponsor, and the Nebraska Department of Transportation – Division of Aeronautics (NDOT-A), as agent for the Sponsor, will provide consultation/outreach services and publication. The consultation/outreach services included posting the airport's DBE program and its overall goal on the NDOT website at:

<https://dot.nebraska.gov/business-center/civil-rights/airport-dbe/>

Besides that, NDOT-A would notify the following agencies and organizations indicating that the Sponsor is interested in obtaining relevant information regarding goal setting and goal methodology. These organizations include minority, women's, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Sponsor efforts to establish a level playing field for the participation of DBEs.

South Omaha Business Association
Associated General Contractors of America, Nebraska Chapter
Nebraska Center for Rural Affairs
Nebraska Hispanic Chamber of Commerce
Greater Omaha Economic Development Partnership
Nebraska Business Development Center
Nebraska Concrete Paving Association
City of Omaha – Department of Human Rights and Relations
City of Lincoln – Commission on Human Rights
Urban League of Nebraska
Metro Omaha Women's Business Center
Omaha Opportunities Industrialization Center

These agencies and organizations were selected because of the likelihood that they could provide information concerning the availability of disadvantaged and non-disadvantaged businesses; the effects of discrimination on opportunities for DBEs; and efforts to establish a level playing field for the participation of DBEs. Each notification will contain an explicit invitation to meet with the NDOT-A face-to-face or via conference call (i.e., a "scheduled, direct, interactive exchange") to discuss any questions or comments on DBE participation goal-setting.

If the proposed goal changes following review by FAA Civil Rights, the revised goal will be updated, and a revised Public Notice will be issued.

Notwithstanding paragraph (f)(4) of §26.45, Sponsor's proposed goals will not be implemented until this requirement has been met.

McCook Ben Nelson Regional Airport
McCook, Nebraska
DBE Program FY25-26-27
March 2025

PUBLIC NOTICE

Below is the public notice which the **City of McCook** will publish in the local newspapers and will be posted on the Nebraska Department of Transportation (NDOT) webpage:

Public Notice DBE Program

The **City of McCook** hereby announces its proposed Disadvantaged Business Enterprise (DBE) participation goal of **0%** for Federal Aviation Administration (FAA) funded contracts/agreements. The proposed goal pertains to federal fiscal years 2025 through 2027.

The DBE goal and methodology is available for inspection until 30 days following the date of the notice. These items may be seen at the McCook City Clerk's Office, 505 West C Street, McCook, Nebraska 69001, during regular office hours.

A meeting could be arranged with the Nebraska Department of Transportation - Division of Aeronautics (NDOT-A) office for the purpose of obtaining information relevant to the goal-setting process through the phone number (402-471-2371). Comments will be accepted until 30 days following the date of the notice and can be sent to the followings:

Kyle Potthoff, DBELO
City of McCook
PO Box 1059
McCook, Nebraska 69201-1059

OR

Compliance Specialist
Disadvantaged Business Enterprise Program
FAA Office of Civil Rights
777 S. Aviation Blvd, Suite #150
El Segundo, CA 90245

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1 & 2

FORM 1: Disadvantaged Business Enterprise (DBE) Utilization

UTILIZATION STATEMENT *Disadvantaged Business Enterprise*

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. *(Please mark the appropriate box)*

- The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.
- The bidder/offeror, while unable to meet the DBE goal of _____%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

 Bidder's/Offeror's Firm Name

 Signature

 Date

DBE UTILIZATION SUMMARY

Percentage	Contract Amount	DBE Amount	Contract
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal		\$ _____	_____ %

If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

END FORM 1

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

The City of McCook has the following remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

- Breach of contract action, pursuant to the terms of the contract.
- Breach of contract action, pursuant to Nebraska Statute
- 3-504 City Airport Authority
- 3-116, 3-120, 3-125 NDA
- Other sections of Nebraska Statutes that may be applicable and could be used to enforce DBE requirements include unemployment compensation fund contributors and interest due under the provisions of Nebraska Statute 48-601 to 48-669 on wages paid to individuals employed. Conditions regarding fair employment practices as contained in Nebraska Statutes 48-1101 through 48-225 and to comply with minimum wage scale and nondiscrimination as defined in Nebraska Statutes 48-1201 through 48-1277.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26
- Enforcement action pursuant to 49 CFR Part 31
- Prosecution pursuant to 18 USC 101.

McCook Ben Nelson Regional Airport
McCook, Nebraska
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March 2025

ATTACHMENT 8

DBE Certification Application Form

State of Nebraska DBE Certification Application

The DBE Certification Application is available at the following website.

<https://dot.nebraska.gov/media/5821/c-users-royleach-desktop-it-umbraco-docs-dbe-cert-application.pdf>

McCook Ben Nelson Regional Airport
McCook, Nebraska
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ATTACHMENT 9

State's UCP Agreement

State of Nebraska DBE Unified Certification Program

The DBE Unified Certification Program is available at the following website:

https://dot.nebraska.gov/media/113234/nebraska_ucp.pdf

ATTACHMENT 10

Small Business Element

A. Objective (49 CFR Part 26.39)

Recognizing that the DBE Program goals are met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses; the Airport Sponsor seeks to implement a small business element into its current DBE policy. The Airport Sponsor is including this element to facilitate competition by and expand opportunities for small businesses. The City of McCook is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. If necessary, the City of McCook will meet its objectives using a combination of the following methods and strategies:

1. Set asides: Where feasible, the City of McCook will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. A "set-aside" is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the City of McCook and its prime contractors/ consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner's sex, race, or geographic location. The project manager and DBELO will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. This set aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. In the event that a set-aside is not established on an FAA-assisted contract, the project manager and small business officer will document why a small business set-aside is inappropriate.
2. Unbundling: The City of McCook, where feasible, may "unbundle" projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The City of McCook will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be "unbundled" or bid separately. Similarly, the City of McCook will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.

However, based on data from the Nebraska Department of Transportation (NDOT), current procedures utilized to structure contracting requirements not only facilitate competition by small business concerns, but have enabled small business concerns to be very successful in securing work both as prime contractors and subcontractors. Because of the high level of success small businesses have had in competing for and performing prime contracts, the sponsor does not feel it is necessary at this time to alter or restructure its contracting requirements in order to foster small business participation.

It has been determined that contractors (primes and sub) doing airport projects in Nebraska are included in NDOT contractor lists. The Nebraska Department of Transportation – Division of Aeronautics (NDOT-A) and airport sponsors will continue to monitor DBE and small business participation.

The City of McCook, NDOT and NDOT-A will continue to ensure that prime contracts are available for small businesses. The assessment will be conducted by personnel from the NDOT-A. If an assessment shows

McCook Ben Nelson Regional Airport
McCook, Nebraska
DBE Program FY25-26-27
March 2025

that the level of participation by small businesses has decreased significantly, the City of McCook and NDOT-A will promptly take all reasonable steps to increase the level of participation.

NDOT currently requires all firms (prime and subcontractors) that participate on NDOT projects to provide average annual gross receipts information. The NDOT requires firms to indicate if their average annual gross receipts exceed \$22.41 million to better verify that only eligible firms are identified as small businesses.

The City of McCook will continue to actively conduct outreach with organizations in accordance with procedures of the DBE program.

B. Definitions

1. Small Business:

A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121).

C. Implementation Schedule

The small business element was last reviewed on June 24, 2024, and will be reviewed concurrently to regular program updates.

D. Assurances

The City of McCook makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law;
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location;
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program, and;
5. Outreach to those minority and women owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.

**CITY MANAGER'S REPORT
OCTOBER 6, 2025 CITY COUNCIL MEETING**

ITEM: **4.D.**

Approve the application for a Special Designated Liquor License (SDL) submitted by Danbury Rec, LLC, Liquor License #C-125089 for the McCook Community Hospital Christmas party to be held at the City Auditorium, 302 West 5th Street, on December 2, 2025 from 1700 to 2359.

BACKGROUND:

Danbury Rec will be catering this event. They are making application to allow them to serve alcohol at this temporary location. According to policy set by the Council in October 23, any applicant applying for a SDL who has not previously applied for one shall be taken to the Council for approval. No previous SDL application has been applied for by Danbury Rec, LLC.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 30, 2025



Nathan A. Schneider, City Manager

September 30, 2025

SDL – LOCAL RECOMMENDATION

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

125089

Danbury Rec, LLC

License #

Licensee Name/Non-Profit Organization

Event location name: McCook City Auditorium

Event address/location: 302 W 5th St, McCook, NE 69001

Event Type: McCook Community Hospital Christmas party

Event date(s): 12/2/25

Event start time(s): 1700

Event end time(s): 2359

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: _____ X _____ (Must submit a diagram)

Estimated number of attendees: 400

Alternate dates/times: none

Alternate location name/location: none

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Shad Storrs Event contact phone number: 3083500819

Event contact Email: shadstorrs@yahoo.com

*Signature Authorized Representative: SHAD STORRS Digitally signed by SHAD STORRS
Date: 2025.09.25 07:25:26 -05'00'

Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

**CITY MANAGER'S REPORT
OCTOBER 6, 2025 CITY COUNCIL MEETING**

ITEM: 4.E.

RECOMMENDATION:

Forward to the City's Insurance carrier for review and appropriate action a property damage claim from Skolout LLC, Michael Skolout.

BACKGROUND:

Staff received the property damage claim from Skolout LLC, Michael Skolout. The governing body is required to forward the claim to the City's Insurance carrier for review and appropriate action.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 30, 2025



Tera Koetter, Assistant City Manager

September 30, 2025



Nate Schneider, City Manager

September 30, 2025

**CITY MANAGER'S REPORT
OCTOBER 6, 2025 CITY COUNCIL MEETING**

ITEM: 4.F.

Receive and file the claims for the month of August 2025 and published September 16, 2025.

BACKGROUND:

Claims are presented to the Council and published each month as outlined in the City Code of Ordinances.

Staff is always available to address any questions that the Council may have regarding a specific claim.

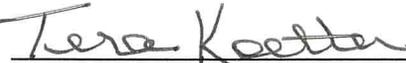
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 30, 2025



Tera Koetter, Assistant City Manager

September 30, 2025



Nathan A. Schneider, City Manager

September 30, 2025

CITY OF MCCOOK
CLAIMS FOR AUGUST 2025

ABBREVIATIONS FOR LEGALS: PS - PERSONAL SERVICES; S- SUPPLIES; SC - SERVICES & CHARGES; CO - CAPITAL OUTLAY; BT - BUDGET TRANSFERS

20/20 TECHS-SC 6599.04, S 21.50; 7D-LOCKSHOP-S 128.46; 911 CUSTOM-S 37.00; ACE-S 2628.63; ACME PRINTING-S 326.77; ADAM MARSHALL LAND & AUCTION-SC 3950.00; AKRS-S 646.97; AMERICAN AG LAB-SC 3549.76; AMERICAN ELECTRIC-S 380.93; AMERITAS-CLAIMS-SC 6265.59; AMERITAS DENTAL-SC 420.39; APPLIED CONNECTIVE TECH-SC 75.00; ARNOLD MOTOR SUPPLY-S 87.12, ARNOLD POOL-S 70.00; ARROW CAR WASH-S 6.75; AT&T-SC 468.16; ATLAS GEN CONT-S 1500.00; AURORA COOP-S 10475.92; AVFUEL CORP-S 44437.66; BAIRD HOLM LLP-SC 1572.50; BLACK HILLS ENERGY-SC 1418.02, S 140.55; BOMGAARS-S 369.75; C&K-S 585.93; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 731.77; CASH WA-S 9833.80; CENTURY LINK-SC 2251.08; CITY OF MCCOOK-PS 520825.66; CITY SELF INS-BT 176559.66; SALES TAX-BT 48417.19; TRANSFER STATION-S 3410.76; UTILITIES-SC 24268.55; COMMON SCENTS-S 1545.00; CREATIVE PRODUCT-S 567.12; J. CROCKER-SC 35.50; CULLIGAN-S 38.50; D&S HARDWARE-SC 351.49; DAS ACCT-SC 1074.04, S 66.00; DEMCO-S 170.59; DIAMOND VOGEL-S 2109.74; DOYLE AUTO-S 125.99; DVORAK LAW-SC 158.00; EAKES-S 1932.43, SC 1692.24; FASTENAL-S 128.52; FICA-PS 27481.79; FLOYD'S TRUCK CENTER-S 1524.26; FRENCHMAN VALLEY COOP-S 1324.03; FRONTIER COMMUNICATIONS-SC 34.19; FUNITURE LEISURE-S 1325.19; GALLS-S 441.62; GARRISONS-S 688.50; GOOGLE SVCS-SC 737.70; GRAHAM TIRE-S 3640.00; GREAT PLAINS COMM-SC 3242.93, S 298.34; GWORKS-SC 16538.00; HAMPTON INN-SC 112.00; M HARPHAM-SC 20.00; D. HARTWELL-SC 94.00; HAWKINS, INC-S 6036.63; HENNING BROS-SC 59.00; HINKLE TERMITE & PEST-S 1988.00, SC-100.00; HOA-S 188.13; HOMETOWN LEASING-SC 9458.90; HONORBOUND IT-S 300.00; HUFFY'S AIRPORT WINDSOCKS-S 412.75; IDEAL LINEN-S 133.07; INLAND TRUCK-S 2179.73; ISLAND SPRINKLER-S 686.45; J BAR J LANDFILL-SC 63350.10; JOHNSON CONTROLS-SC 3410.32; JOSH'S WELDING-S 70.00; K & C GRAIN-S 32659.90; K-C MOTOR-S 9554.85; KIESLER POLICE SUPPLY-S 283.52; KOHLER TRAILER SALES-SC 2284.00; KULLY PIPE-S 562.34; D LANNIGAN-SC 105.00; LAW ENFORCEMENT SYSTEMS-S 124.00; LONM-SC 26537.00; LONM-UTILITIES-SC 2383.00; LIFE-ASSIST-S 1047.78; MALLECK OIL-S 871.60; MAMMOTH SPORTS-CO 2192643.00, SC 15000.00; R. MCCAULEY-S 10229.50; MCCOOK CONCRETE-S 685.85; MC GAZETTE-SC 1076.54; MC HUMANE SOCIETY-S 4899.06; MPPD-SC 2356.84; MCNET -SC 109.90; MCKESSON MEDICAL-S 699.46; MEAD-S 18.66; MEDICARE-PS 7349.87; R. METCALF-SC 94.00; MICROMARKETING-S 4538.51; MIDAMERCIA BOOKS-S 81.29; MIDWEST CONNECT-S 323.70; SC 2365.41; MILCO ENV-

S 605.17; MILLER & ASSOC.- SC 156000.00; B. MINTLING-S 3740.00; MJJ CONCRETE-CO 3300.00; MNB-CO 15.00; MNB INSURANCE-SC 50.00; MUNICIPAL SUPPLY-S CO 1204.00, SC 6411.93; MUTUAL OF OMAHA-SC 52.98; MWC INSPECTIONS-SC 750.00; NATP-SC 50.00; NE DEPT OF REV SALES TAX-SC 14174.14; NE LAW ENFORCEMENT-SC 284.00; NE LIBRARY COMM-S 849.92; NE PUBLIC HEALTH-SC 986.00; NEBRASKALAND TIRE-S 146.16; NEW FRONTIER AG-S 20.00; NICK'S DIST-S 3829.31; NE MACHINERY-S 640.38; NORTH PLATTE TELEGRAPH-S 633.99; NPPD-SC 45501.16, S 479.13; ODISS ENT-S 210.00; Z. OLIVER-S 6090.00; ONE BILLING SOLUTIONS-SC 3259.76; ONE CALL-SC 196.32; ONSOLVE-SC 4353.56; PAPER TIGER-S 100.00; PAULSEN-S 988.06; PINPOINT COMM-SC 69.99; PLATTE VALLEY COMM-S 310.00; POLYDYNE-S 1579.50; POWER SYSTEMS AHS-S 79.00; PRAIRIE STATES COMM-CO 930.35; PYE-BARKER FIRE-S 3292.22; QUADIENT FINANCE-S 241.47, SC 1758.53; QUALITY URGENT CARE-SC 445.00; QUILL-S 140.72; RWCO TREASURER-SC 150.00; RED BRICK RESOURCES-S 143.95; T. RENNER-SC 224.50; S. REICHERT-SC 145.00; M SCHOENMANN-SC 746.60; SHELCO CONSTRUCTION-CO 59600.00; SHURCO-S 1892.98; J SLATEN-SC 110.00; SOUTHWEST FARM & AUTO-S 901.59; T STEWART-S 4560.00; TASTE OF HOME-S 85.96; TERRY'S AUTO REPAIR-S 152.50, SC 297.50; THE OLD FARMER'S ALMANAC-S 24.90; TITAN-MACHINERY-S 3268.05; TRI COUNTY GLASS-CO 21157.00; UMR-SC 349448.89; UNION BANK AND TRUST-CO 404737.50; UNIVERSITY OF NE-S 25.00, SC 1300.00; US FOODS-S 1684.25; UTILITY REFUNDS-S 609.55; USA BLUEBOOK-S 893.66; VANDIEST-S 2769.55; VERIZON-SC 2630.40; VOLZ- S 934.49, CO 7665.00; WAGNER FORD- S 39.40; WALMART-S 2532.00; WEST CENTRAL DEVELOPMENT DIST-SC 15030.00; WESTSIDE WELDING-S 85.80; WPCI-SC 32.00.

-s-Lea Ann Doak, City Clerk

PUBLISH: SEPTEMBER 16, 2025

**CITY MANAGER'S REPORT
OCTOBER 6, 2025 CITY COUNCIL MEETING**

ITEM: **4.G.**

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Building and Housing Code Advisory and Appeals Board - reappoint Andrew Hedke - term expires September 2029
- Library Advisory Board - appoint Alison Marts - term expires June 2029;
- Parks Advisory Board - reappoint Jeremy Labrie - term expires May 2028;
- Planning Commission - appoint Kelly Hammerlun - term expires September 2028;
- Senior Citizens Advisory Board - appoint Jan Breese and Tom Stewart - terms expire September 2028

BACKGROUND:

All appointees have been contacted and are willing to serve on the various boards.

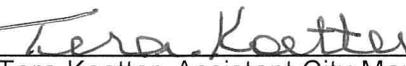
**FISCAL
IMPACT:** None.

APPROVALS:



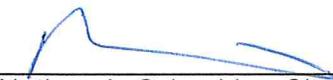
Lea Ann Doak, City Clerk

September 30, 2025



Tera Koetter, Assistant City Manager

September 30, 2025



Nathan A. Schneider, City Manager

September 30, 2025

BUILDING AND HOUSING CODE ADVISORY AND APPEALS BOARD

BRETT SCHMIDT

512 Airport Rd

Appointed - October 2020 (replaced Gary Wiemers)

340-6216 (C)

Reappointed - September 2024

Term Expires - September 2028

Brett@alloisp.com

(Citizen)

ANDREW HEDKE

312 Park Avenue

Appointed - December 2023 (Replaced Steve Walter)

340-4870 (C)

Reappointed - September 2025

Term Expires - September 2029

308pipeworks@gmail.com

(Plumber)

JON STEWART

409 N Cherokee Drive

345-5243 (O)

345-1667 (H)

Appointed - October 2020 (Replaced Steve Lyne)

Reappointed - September 2024

Term Expires - September 2028

doenuts@gmail.com

(Qualified to do mechanical work)

AARON PETERSON

PO Box 99

340-9959 (C)

345-2370 (O)

Appointed - April 2017 (Replaced Kathy Lester)

Reappointed - September 2025

Term Expires - September 2029

aaron@wdesignea.com

(Engineer, Architect, or building designer)

PAUL GOODENBERGER*

345-6750 (H)

205 Seminole Drive

340-0271 (C)

Appointed - September 2009

Reappointed - September 2024

Term Expires - September 2028

paulg@mccookcontracting.com

(Contractor)

*Denotes Chairperson

4 yr. terms

LIBRARY ADVISORY BOARD

MARY DUELAND 112 East "N" Street Appointed - May 2015 Reappointed - September 2025 Term Expires - June 2029	(Replaced Kay Neuhaus)	345-6163 (H)
PAM WOLFORD 702 Airport Road Reappointed - January 2023 Term Expires - June 2026		345-6721 (H)
MIRANDA PERRY 1001 West "R" Street Appointed - September 2025 Term Expires - June 2027	Replaced Staci Blomstedt	340-9807 (C)
SHARON BOHLING 205 West "E" Street Appointed - September 2013 Reappointed - June 2024 Term Expires - June 2028	Replaced Linda Crandall	345-4679 (H)
ALISON MARTS 1003 West "I" Appointed - September 2025 Term Expires - June 2029	Replaced Kevin Cochran	340-9132

4 yr. terms

PARKS ADVISORY BOARD

CAITLIN WHITEHEAD
3 Parkview Drive
Appointed - August 2019
Reappointed June 2024
Term Expires - May 2027
caitlin.whitehead1@gmail.com

Replaced Elizabeth Yilk

(720)448-0797 (C)
308-345-8817 (W)

TRICIA WAGNER
803 West "R" Street
Appointed - December 2022
Reappointed June 2024
Term Expires - May 2027
tricia@drivewagner.com

Replaced Natalie Smith

JEREMY LABRIE
519 Norris Avenue
Appointed - September 2020
Reappointed - September 2025
Term Expires - May 2028
jeremy.labrie@yahoo.com

Replaced Bill Larington

402-209-0451

MARK FRIEHE
1007 Country Club Drive
Appointed - June 1996
Reappointed - April 2023
Term Expires - May 2026
mafriehe@gmail.com

340-5710 (C)

TOM BREDVICK
302 Elizabeth Lane
Appointed - June 2021
Reappointed - April 2023
Term Expires - May 2026
tbredvick@mnb.bank

*Denotes Chairperson
3 yr. terms

PLANNING COMMISSION

KELLY HAMMERLUN'S

308-882-1611

Appointed - October 2025
Term Expires - September 2028 (Replaced Ron Friehe)
(Extra Territorial Representative)

CAMY BRADLEY

1714 West 2nd Street
Appointed - September 2017 (Replaced Terri Shipshock)
Reappointed - September 2025
Term Expires - September 2028

345-4900 (W)
350-5536 (C)
cbradley@netitlegroup.com

TAMMIE HILKER

512 East 5th
Appointed - September 1995
Reappointed - September 2025 LOGIN SPARQ thilker@alloisp.com - old email
Term Expires - September 2028

345-3717 (H)
340-7861 (C)
thilker@gpcom.net

BRUCE MCDOWELL

904 West 3rd
Appointed - February 2019 (Replaced Garrett Rippen)
Reappointed - September 2028
Term Expires - September 2028

345-5439 (H)
(303) 883-0587 (C)

brucemcdowell833@gmail.com

MATT DAVIDSON

1505 Centennial
Appointed - June 2019 (Replaced Don Harpst)
Reappointed - August 23
Term Expires - September 2026

340-1347 (C)
matt.davidson@golight.com

KURT VOSBURG

#13 Wedgewood
Appointed - November 2005
Reappointed - August 2023
Term Expires - September 2026

345-8490 (O)
340-0005 (H)
Kurt.vosburg@nebraska.gov

JESSE STEVENS

1606 West 2nd Street
Appointed - September 2015 (replaced Lonnie Anderson)
Reappointed - August 2023
Term Expires - September 2026

345-5688 (H)
345-5598 (O)
340-2932 (C)
jesse@hometownfamilyradio.com

CHAD LYONS*

1201 West 2nd Street
Appointed - September 2009 (replaced Dan Miller)
Reappointed - October 2024
Term Expires - September 2027

345-2140 (H)
340-9433 (C)
clyons@mccookbison.org

JAMIE MOCKRY

1614 West 2nd Street
Appointed - June 2021 (Replaced Katie Graham)
Reappointed - October 2024
Term Expires - September 2027

340-6332 (C)
jamiemockrykbc@gmail.com

BOBBY GAULKE - ALTERNATE

Appointed - June 2025 (Replaced Mark Currier)
Term Expires - March 2027

345-5520 (W)
340-3496 (C)
bgaulke22@gmail.com

*Denotes Chairperson - 3 yr. Terms

September 30, 2025

SENIOR CITIZENS ADVISORY BOARD

DAN STRAMEL

340-8616

PO Box 95

Appointed - October 2019 (replaced John Anderson)

Reappointed - October 2025

Term Expires - September 2028

JAN BREESE

308-362-7103

Appointed - October 2025 (replaced Robert Pantenburg)

Term Expires - September 2028

RON JACOBS

1010 East 4th Street

Appointed - February 2025 (replaced Jim Hamill)

Term Expires - September 2028

TOM STEWART

340-8769

Appointed - October 2025 (replaced John Zlomke)

Term Expires - September 2028

MARY KESLIN

Appointed - September 2017 Replaced Peggy Appleyard

Reappointed - August 2023

Term Expires - September 2026

MILTON DUFFIELD

Appointed - September 2023 (replaced John Deon)

Term Expires - September 2026

NATALIE MICKEY

405 East 1st Street

Appointed - April 2023 (Filled Joe Ryland remaining 4 months)

Term Expires - September 2026

*Denotes Chairman

3 yr. terms

**CITY MANAGER'S REPORT
OCTOBER 6, 2025 CITY COUNCIL MEETING**

ITEM: 4.H.

Adopt Resolution No. 2025-32 setting the property tax request for FY 2025/2026.

BACKGROUND:

This is the final step of the budget process as required by Nebraska Revised Statute 77-1601.02 which provides that the property tax request for the prior year shall be the property tax request for the current year unless the Council passes by majority vote a resolution or ordinance setting the tax request at a different amount after a special hearing has been held. Our hearing was held at the same time as the budget hearing on September 2, 2025. The Red Willow County Joint Public Hearing was on September 18, 2025.

Our levy amount for the General Fund will be \$.44. The current city valuation will generate \$2,742,408.56 tax revenue for the coming fiscal year. The City's maximum levy is \$.45.

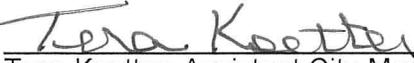
**FISCAL
IMPACT:** None.

APPROVALS:



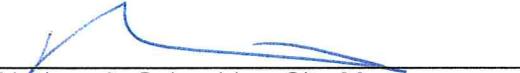
Lea Ann Doak, City Clerk

September 30, 2025



Tera Koetter, Assistant City Manager

September 30, 2025



Nathan A. Schneider, City Manager

September 30, 2025

RESOLUTION NO. 2025-32

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of McCook passes by majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of McCook, resolves that:

1. The 2025-2026 property tax request be set at \$2,742,408.56 for the General Fund.
2. The total assessed value of property differs from last year's total assessed value by 5.74 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.416123 per \$100 of assessed value.
4. The City of McCook proposes to adopt a property tax request that will cause its tax rate to be 0.44 per \$100 of assess value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of McCook will increase (or decrease) last year's budget by 18.69 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2025.

PASSED AND APPROVED THIS 6th day of October, 2025.

/s/ Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

/s/ Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
OCTOBER 6, 2025 CITY COUNCIL MEETING**

ITEM: 4.I.

RECOMMENDATION – Approve bid specifications for a mobile in-car video camera system, including body-worn cameras, and set the date to receive bids as October 27, 2025.

BACKGROUND:

The purchase of a new mobile in-car video camera system, including body-worn cameras, was approved in the 2025/2026 budget. The attached bid specifications will allow for the selection and purchase of the camera system and allow for manufacturers of said system a competitive opportunity.

**FISCAL
IMPACT:** None.

APPROVALS:



Kevin Hodgson, Police Chief

September 12, 2025



Nathan A. Schneider, City Manager

September 12, 2025

CITY OF MCCOOK
POLICE DEPARTMENT

BID SPECIFICATIONS

TEN (10) MOBILE IN-CAR VIDEO RECORDING DEVICES

SIXTEEN (16) BODYWORN RECORDING DEVICES

OCTOBER 6, 2025

NOTICE TO BIDDERS

TEN (10) MOBILE IN-CAR VIDEO RECORDING SYSTEMS

SIXTEEN (16) BODY WORN RECORDING DEVICES

The City of McCook is accepting sealed bids for Ten (10) Mobile In-Car Video Recording devices and Sixteen (16) body-worn recording devices for the Police Department. Bids will be accepted by the City Clerk at the McCook City Offices until 2:00 P.M. on October 27, 2025, and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center, 505 West C Street. Specifications and instructions to bidders are on file in the office of the City Clerk.

The Council reserves the right to reject any or all bids and to waive irregularities.

-s- Lea Ann Doak, City Clerk

Publish: October 10, 17, and 24, 2025.

INSTRUCTIONS TO BIDDERS

1. **Defined Terms.**

Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. Bidder - one who submits a Bid directly to the City as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2. Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3. Successful Bidder - the lowest, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.
- 1.4. Bidding Documents - includes the Advertisement or Invitation to Bid, Instructions to Bidders, and the Bid Form.

2. General.

- 2.1. Ten (10) Mobile In-Car video recording devices and Sixteen (16) body-worn recording devices for the Police Department shall be F.O.B., McCook, Nebraska
- 2.2. A tax exemption certificate will be furnished by the City of McCook.
- 2.3. Delivery date - within 180 days from award of bid.
- 2.4. Bid to be paid over a 5-year term of equal payments.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon the City's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for.

4. Interpretations and Addenda.

- 4.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Chief of Police. Interpretations or clarifications in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Clerk as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

5. Bid Form.

- 5.1. The Bid Form is included with the Bidding Documents.
- 5.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.

- 5.3. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 5.4. The address and telephone number of communications regarding the Bid must be shown.

6. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "*BID Ten (10) Mobile Video Recording Devices and Sixteen (16) Body-Worn Recording Devices*", and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

7. Modification and Withdrawal of Bids.

Bids may be modified or withdrawn by an appropriate document fully executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted any time prior to the opening of Bids.

8. Opening of Bids.

Bids will be opened and read aloud publicly in the City Council Chambers, McCook Municipal Center. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

9. Award of Bid.

- 9.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if City believes that it would not be in its best interest to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 9.2. In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 9.3. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders.
- 9.4. If the bid is to be awarded, it will be awarded to the Bidder whose evaluation by the City indicates that the award will be in the best interests of the City.

GENERAL SPECIFICATIONS

TEN (10) MOBILE IN-CAR VIDEO RECORDING DEVICES AND SIXTEEN (16) BODY-WORN VIDEO RECORDING DEVICES

GENERAL:

It is the intent of these specifications to describe a new mobile video recording system that works in conjunction with new bodyworn recording devices in sufficient detail to secure bids on comparable equipment. The system desired under these specifications is for use in a police vehicle and by sworn law enforcement officers that will be operated principally on the streets of the City and worn by said sworn officers. The system furnished under these specifications will be specially manufactured to meet all the requirements herein stated. These specifications represent the minimum qualities of the car desired, and the product furnished hereunder may exceed the specified values, providing the system is compatible to the end use - both in engineering and makeup. All parts not specifically mentioned, which are necessary to provide a complete system, shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided to the trade in general. The system shall be a new, standard production model of the latest design in current production.

Any system not conforming to these specifications will be rejected, and it will be the responsibility of the manufacturer to conform with the requirements unless deviations have been cited by the bidder.

INTENT:

It is the intent of the City not to be restrictive to any one manufacturer. However, the system desired must meet the enclosed standards and any system furnished which does not comply with the specifications will be rejected and returned to the bidder at his expense. All items appearing in the bidder's regular specifications which are in addition to these standards are assumed to be included in the bidder's proposal.

The system furnished under these specifications shall be the latest model offered to the general trade, at least equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type of system as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory.

The system must meet or exceed the following minimum specifications. Any additions, deletions or variations from the following specifications must be noted. These specifications shall be construed as minimum. Should the manufacturer's latest specifications exceed these, they shall be considered minimum and shall be furnished. It is also required that the bidder furnish descriptive literature and any additional specifications or information necessary to qualify the equipment he proposes to furnish.

Unless otherwise noted, all items specified will be initially installed by a qualified technician from the company who was awarded the bid, inspected, tested and/or calibrated, as required, except that manufacturer's policies pertaining to dealer installation of minor accessories will be honored.

Other than where specifically noted, it is intended that the manufacturer will build the system to these specifications and that the selling or servicing dealer will be required only to perform the pre-delivery service and not be required to modify, alter, exchange, assemble, or install to meet these specifications.

The bidder shall satisfy the City of McCook that he maintains a process for the service of the system including the names and locations for the servicing of equipment of said system.

The bidder shall supply all relevant documentation necessary for use and maintenance of the system.

The bidder shall furnish (in writing) his guarantees and the length of the guarantees on all parts and labor for the system.

Bidders must submit with their bid the latest printed specifications on the units they propose to furnish.

**MINIMUM SPECIFICATIONS FOR A MOBILE IN-CAR VIDEO RECORDING SYSTEM WITH
TEN(10) MOBILE VIDEO CAMERAS AND SIXTEEN (16) BODY WORN VIDEO CAMERAS**

Meets specification – Please Indicate – (if other explain on comment line)

All items listed below are required. If there is an exception, a detailed explanation must be provided.

		Meets Specification	Yes	No
Item #	Body worn Video System			
1.	Video Recording and Resolution – Camera must record HD video no less than a minimum resolution of 2650x1440 (1080p) with a 16:9 wide screen aspect ratio. The camera must have the ability to capture a wide-angle of view with an option for distortion correction. Camera must be able to record data in all lighting conditions.			
2.	Camera Mounting – Camera must be able to be mounted to the uniform using a secure mount that is attached by either magnets, molle, or other suitable mount for the front of a ballistic vest carrier..			
3.	Video Storage – Camera must have a minimum internal storage of 64GB SSD with the possibility of data encryption.			
4.	Battery Life – Camera must have the ability to record video in the highest setting for a minimum of 12 hours.			
5.	WiFi and GPS – Camera system must offer integrated GPS and an optional WiFi capability. The GPS must provide the camera with time, date, speed, and location data. GPS enabled cameras must also embed video with synchronized playback data so multiple videos may be played back simultaneously, and within 200 milliseconds of each other.			
6.	Pre-Event Timer – Camera must support up to 2 minutes of pre-event time, allowing video to be added to the beginning of every recording. Pre-event time must be silent by default, but administratively configurable for audio pre-event.			
7.	Video Transfer and Charge Mechanism – Camera must use a docking base that has USB connectivity to charge and transfer video to the video storage option.			
8.	Video Transfer Speed – Camera must be capable of transferring video from the docking station to the storage location at a minimum of speed of 2GB per minute or faster.			
9.	Automatic Transfers – Camera must support the ability to be connected to the docking station and have video transfer begin automatically without requiring any further actions by the user. Additionally, if the camera is powered off or the battery is dead, the docking station must power it on and automatically initiate the transfer process.			
10.	Mobile App – Camera must support an optional iOS or Android mobile application which connects the camera with WiFi to support full frame playback of events. Mobile application may support live view and even categorization.			

<p>11. Multi-Bay Transfer Station – Camera must support an optional single or multi-bay docking transfer station with a minimum of 8 docking bays. The transfer station must connect directly to the network using a 1GB Ethernet connection and support the simultaneous download of 8 concurrent cameras. The docking station must be able to download recorded video to the designated storage location.</p>		
<p>12. Backlit LCD Screen – The camera may have an optional backlit LCD screen to display battery condition and/or memory used.</p>		
<p>13. Record-After-The-Fact – Camera should support the ability to retrieve an event for which the officer or system did not initiate a recording in a timely fashion. Record-After-The-Fact should be enabled only with administrative access and, by default, be silent video. Record-After-The-Fact must allow for capturing data up to 3 hours after the fact.</p>		
<p>14. Selectable Officer Names – The camera must include a simple method for checking out the camera to an officer and the ability to re-assign the camera if necessary.</p>		
<p>15. One Button Record – The camera must be able to be activated by pressing one button and then using the same button to stop the recording.</p>		
<p>16. Automatic Activation – The camera may, as an option, have the ability to support remote activation using triggers such as lights activation, sirens, gun racks, etc.</p>		
<p>17. In-Car Video Integration – The camera must support full integration with the in-car video system. Body worn camera must remove the need for a wireless microphone, providing the audio for the in-car system during synchronized playback with the in-car video recordings. The body worn camera must provide an additional camera view for the in-car video system and automatically inherit event properties such as officer name, event category and case number.</p>		
<p>18. Distributed Multi-Peer Recording – The camera must be capable of supporting intelligent WiFi link between in-car video systems and other linked body worn cameras so that each is aware of the recording status of the others, so that if any camera is activated to record, the other, being aware of its status will also begin recording. A minimum of 3 cameras must be able to be linked to an in-car video recording system using a single docking base, and allowing a group recording to be initiated from any device.</p>		
<p>19. Covert Mode – Camera must support the ability to be placed into covert mode by the officer. Covert mode must mute all sounds and notifications as well as turn off all lights.</p>		
<p>20. Warranty – Warranty must be for a minimum of one (1) year from the date of shipment.</p>		
<p>21. Client Web Application – System must support a client application that runs in common modern browsers such as Microsoft Edge, Chrome, or Safari.</p>		
<p>22. Device Management – System must push configuration and firmware upgrades to connected cameras</p>		

<p>23. Device Checkout – System must be capable of allowing officers who have docked their camera to remove them and the camera be ready for use prior to finishing any downloading of data or battery charge level and able to resume download and charging upon return of the camera to the docking station.</p>		
<p>24. Security Management – System must have the ability to integrate with an active directory. System must have fully customizable user and group based permissions that allow administrators to tailor each user’s ability to use the system. Specific permissions must be able to allow access to: login and view one’s video, others’ video, restricted video, export video, evidence management, security management, fleet management, and edit event data.</p>		
<p>25. Evidence Management – System must allow evidence to be deleted or archived automatically on a schedule or manually according to a customizable retention period.</p>		
<p>26. Tiered Video Storage – Video evidence management must support a combination of on premise and cloud storage. Video management system must allow for video files to be downloaded to local storage.</p>		
<p>27. Export Playback – When exporting video, the system must have the option to include a standalone video playback application that can be included with the exported video. When used on another computer, the playback application must run solely from the export media (DVD, USB, etc.) and not require any software installation on the local playback computer.</p>		
<p>28. Client Playback Buffering – It is preferred to have a system with a built in buffering scheme so that playback from a client begins as soon as the event has downloaded enough of a buffer to begin playback.</p>		
<p>29. Export Video Anywhere with Permission – System must allow the video to be exported by the user with the appropriate permissions from any client computer.</p>		
<p>30. Integrated Case Management – Software must have Case Management functionality for the purpose of managing other types of digital media/evidence.</p>		
<p>31. Record Event Trimming – Software must support the ability to trim video for the purpose of removing part of the video file by trimming the beginning and or end portions of the event. Trimmed files must be saved as a new file in order to preserve the original file.</p>		
<p>32. Redaction – System redaction that supports automate face detection, forward and backward object scanning, and selective audio muting.</p>		
<p>33. File Conversion Options – Software must support the ability to convert the in-car video native files into the following formats: MP4, AVI, and WMV.</p>		
<p>34. Tech Support – System must include the ability to reach tech support that are trained in the operation, maintenance, storage, and retrieval of data.</p>		

ITEM#	In-Car Mobile Video Camera		
	<p>1. Body worn Integration – The camera must integrate with the body worn cameras and storage solution for seamless operation in a singular centralized platform</p>		
	<p>2. Front Facing Camera – The system must have a front facing camera with the capability to support ALPR. This camera must support recording at a minimum of 4K to support the ALPR functionality all in one device. This camera can continuously record audio and video as well as perform ALPR functionality. The functionality of the camera must be able to see up to two lanes of traffic, from 50 feet away, and at a closing speed of 140 MPH. The camera must have a field of view of 150 Degrees. The camera must have optical and digital zoom capabilities.</p>		
	<p>3. Front Facing Camera Mounting – The camera must be able to be mounted on the inside of the windshield using the existing architecture of the vehicle and any appurtenant equipment supplied by the manufacturer in a position so as not to invasively obstruct the view of the driver. The camera must be able to be mounted in a variety of vehicles including a Dodge Durango, Ford Explorer, and Ford F-150 pickup.</p>		
	<p>4. Recording Triggers – The camera system must be capable of being triggered to start a recording automatically either by activating the emergency lights, siren, weapons rack, etc. All which should be traceable through an audit log.</p>		
	<p>5. Recording – The camera must be capable of recording native video that is exportable in multiple formats including MP4, AVI, and WMV.</p>		
	<p>6. Audio Recording – The system must be capable of recording audio inside the cabin of the vehicle in which it is mounted. The recording must be capable of being activated either by an automatic trigger or manually. This functionality shall include the ability to stop the recording manually.</p>		
	<p>7. Rear Facing Camera – The rear facing camera must provide high quality video capture in all lighting conditions. Daytime recording must be in full color with a lux rating of 0.1. Nighttime recording must automatically adjust between daytime recording and utilize infrared illumination with a lux rating of zero.</p>		
	<p>8. After-The-Fact-Recording – The camera system must include the capability of retrieving video data from either the front facing or rear facing camera for up to 24 hours in the event the operator and/or triggers do not activate on either or both cameras.</p>		
	<p>9. Pre-Event Buffer – Both the front facing and rear facing cameras must support up to 2 minutes of pre-event buffer allowing video to be added to the front of the recording. By default, the pre-event buffer must be silent with the capability to administratively add audio.</p>		
	<p>10. Video Playback – The system must include a watermark that displays the date, time, officer, GPS location, and speed. The watermark must include the time format, such as UTC, and whether it accounts for Daylight Saving Time.</p>		

<p>11. GPS and WiFi - Camera system must offer integrated GPS and an optional WiFi capability. The GPS must provide the camera with time, date, speed, and location data. GPS enabled cameras must also embed video with synchronized playback data so multiple videos may be played back simultaneously, and within 200 milliseconds of each other.</p>		
<p>12. Integrated Application – The system must leverage an integrated application that allows for the following features: multiple users signed in at one time, viewing multiple cameras at one time, allows the user to edit data such as redaction, blur, etc., pairing body worn camera with the application which allows the user to review, tag evidence, and manage uploads.</p>		
<p>13. Storage – The system must have a DVR with a minimum 512GB SSD hard drive connected to both the front facing and rear facing camera that stores all recorded video and audio. This device should have the capability to upload recorded video and audio evidence to the storage location either by WiFi or a connected external storage device.</p>		
<p>14. Durability – The camera system must be capable of operating in a wide range of temperatures and weather conditions. The system must also prevent users from directly deleting data from the storage drive.</p>		
<p>15. Data Storage – The system must include cloud storage and capability to set automatic dates for deletion of recorded data per policy along with the ability to archive recorded data which may or may not include unlimited data storage in a cloud storage application.</p>		
<p>16. Warranty – Warranty must be for a minimum of one (1) year from the date of shipment.</p>		
<p>17. Tech Support - System must include the ability to reach tech support that is trained in the operation, maintenance, storage, and retrieval of data.</p>		

NOTICE: ANY DEVEATIONS FROM THESE SPECIFICATIONS MUST BE SPEARATELY LISTED, OTHERWISE, IT WILL BE ASSUMED THAT THE BID MEETS THE SPECIFICATIONS IN ALL RESPECTS.

BID FORM

NOTE: This bid form must be accompanied by a complete set of specifications and a manufacturer's pamphlet on the system proposed.

TOTAL PRICE

TEN (10) MOBILE IN-CAR VIDEO RECORDING SYSTEMS

SIXTEEN (16) BODY WORN RECORDING DEVICES

\$ _____

Delivery Date: _____

The City of McCook reserves the right to reject any and all bids, to waive any informality in bids, to accept in whole or in part any bid, and to exercise its own judgment as to the best proposal received.

CONTACT PERSON: Chief Kevin A. Hodgson at (308) 345-3450

Bid Submitted by: _____

Signed: _____

Title: _____

Date: _____

**CITY MANAGER'S REPORT
OCTOBER 6, 2025 CITY COUNCIL MEETING**

ITEM: 4.J.

Approve Bid Specifications for (1) one new current model year full size half ton crew cab 4-wheel drive SSV or PPV truck for use by the McCook Police Department and set the date to receive bids as November 4, 2025.

BACKGROUND:

The purchase of one new police vehicle was approved in the 2025/2026 budget. The attached bid specifications will allow for the selection and purchase of the police interceptor/pursuit pickup truck and will allow all manufacturers of police package vehicles a competitive opportunity.

**FISCAL
IMPACT:** None.

APPROVALS:



Kevin Hodgson, Police Chief

September 17, 2025



Nathan A. Schneider, City Manager

September 17, 2025

CITY OF MCCOOK
POLICE DEPARTMENT

BID SPECIFICATIONS

ONE (1) NEW
CURRENT MODEL YEAR

FULL SIZE ½ TON CREW CAB
4-WHEEL DRIVE
SSV OR PPV TRUCK

OCTOBER 6, 2025

NOTICE TO BIDDERS

**ONE (1) NEW CURRENT MODEL YEAR
FULL SIZE ½ TON CREW CAB 4-WHEEL DRIVE
SSV OR PPV TRUCK**

The City of McCook is accepting sealed bids for One (1) New Current Model Year Full Size ½ Ton Crew Cab 4-Wheel Drive SSV or PPV Truck for the Police Department. Bids will be accepted by the City Clerk at the McCook City Offices until 2:00 P.M. on November 4, 2025, and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center, 505 West "C" Street. Specifications and instructions to bidders are on file in the office of the City Clerk.

The Council reserves the right to reject any or all bids and to waive irregularities.

-s- Lea Ann Doak, City Clerk

Publish: October 10, 17, 24, 2025.

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. Bidder - one who submits a Bid directly to the City as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2. Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3. Successful Bidder - the lowest, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.
- 1.4. Bidding Documents - includes the Advertisement or Invitation to Bid, Instructions to Bidders, and the Bid Form.

2. General.

- 2.1. One (1) new current model year full size ½ ton crew cab 4-wheel drive SSV or PPV truck for the Police Department shall be F.O.B., McCook, Nebraska.
- 2.2. A tax exemption certificate will be furnished by the City of McCook.
- 2.3. Delivery date - within 90-days from award of bid.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon the City's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for.

4. Interpretations and Addenda.

- 4.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Chief of Police. Interpretations or clarifications in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Clerk as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

5. Bid Form.

- 5.1. The Bid Form is included with the Bidding Documents.
- 5.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.

- 5.3. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 5.4. The address and telephone number of communications regarding the Bid must be shown.

6. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "*BID ON ONE (1) NEW CURRENT MODEL YEAR FULL SIZE ½ TON CREW CAB 4-WHEEL DRIVE SSV OR PPV TRUCK*"; and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

7. Modification and Withdrawal of Bids.

Bids may be modified or withdrawn by an appropriate document fully executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted any time prior to the opening of Bids.

8. Opening of Bids.

Bids will be opened and read aloud publicly in the City Council Chambers, McCook Municipal Center. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

9. Award of Bid.

- 9.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if City believes that it would not be in its best interest to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 9.2. In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 9.3. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders.
- 9.4. If the bid is to be awarded, it will be awarded to the Bidder whose evaluation by the City indicates that the award will be in the best interests of the City.

GENERAL SPECIFICATIONS

ONE (1) NEW CURRENT MODEL YEAR FULL SIZE ½ TON CREW CAB 4-WHEEL DRIVE SSV OR PPV TRUCK

GENERAL:

It is the intent of these specifications to describe a new vehicle in sufficient detail to secure bids on comparable equipment. The vehicle desired under these specifications is for use as a police vehicle which will be operated principally on the streets of the City. The vehicle furnished under these specifications will be specially manufactured to meet all the requirements herein stated. These specifications represent the minimum qualities of the car desired, and the product furnished hereunder may exceed the specified values, providing the vehicle is compatible to the end use - both in engineering and makeup. All parts not specifically mentioned, which are necessary to provide a complete vehicle, shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided to the trade in general. The vehicle shall be a new, standard production model of the latest design in current production.

Any vehicle not conforming to these specifications will be rejected, and it will be the responsibility of the manufacturer to conform with the requirements unless deviations have been cited by the bidder.

INTENT:

It is the intent of the City not to be restrictive to any one manufacturer. However, the vehicle desired must meet the enclosed standards and any vehicle furnished which does not comply with the specifications will be rejected and returned to the bidder at his expense. All items appearing in the bidder's regular specifications which are in addition to these standards are assumed to be included in the bidder's proposal.

The vehicle furnished under these specifications shall be the latest model offered to the general trade, at least equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory.

The vehicle must meet or exceed the following minimum specifications. Any additions, deletions or variations from the following specifications must be noted. These specifications shall be construed as minimum. Should the manufacturer's latest specifications exceed these, they shall be considered minimum and shall be furnished. It is also required that the bidder furnish descriptive literature and any additional specifications or information necessary to qualify the equipment he proposes to furnish.

Unless otherwise noted, all items specified must be factory-installed, inspected, tested and/or calibrated, as required, except that manufacturer's policies pertaining to dealer installation of minor accessories will be honored.

Other than where specifically noted, it is intended that the manufacturer will build the vehicle to these specifications and that the selling or servicing dealer will be required only to perform the pre-delivery service and not be required to modify, alter, exchange, assemble, install or paint various components to meet these specifications.

The vehicle shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel injection, carburetors, engines and accessories. An engine with oversized bores, undersized main bearings or non-standard size pins will not be acceptable under these specifications.

The vehicle shall be equipped with all legally required and manufacturer's recommended lights.

The vehicle shall comply with all current provisions of the National Traffic and Motor Vehicle Safety Act.

The bidder shall satisfy the City of McCook that he maintains a store or a branch store, with qualified servicemen and with provisions for storing a representative supply or parts for the machine offered and with provisions for securing parts from the manufacturer within a reasonable length of time.

The bidder shall supply one (1) parts book, one (1) service and repair manual, and one (1) operator's manual with the unit.

The bidder shall furnish (in writing) his guarantees and the length of the guarantees on all parts and labor for the machine.

Bidders must submit with their bid the latest printed specifications on the units they propose to furnish.

**MINIMUM SPECIFICATIONS FOR ONE (1) NEW CURRENT MODEL YEAR
FULL SIZE ½ TON CREW CAB 4-WHEEL DRIVE
SSV OR PPV TRUCK**

Meets Specification - Please Indicate - (if other explain on comment line).

All items listed below are required. If there is an exception, a detailed explanation must be provided.

YES	EXCEPTION	I. <u>BODY</u>
_____	_____	A. Color: Body color and interior trim will be selected from manufacturer's standard colors. (NOTE: color charts shall be considered manufactures colors with no extra charge unless specified in the options).
_____	_____	B. Glass: Glass shall be free of optical deviation and visibility distortions. Approved tinted safety glass shall be in all doors, windows, and windshields.
_____	_____	C. Insulation: Standard production heat and sound insulation to be provided. Fully insulated headliner.
_____	_____	D. Airbag: Driver and passenger front required, side if available.
_____	_____	E. Seats: Driver and passenger seats to be power adjustable with adjustable power and manual lumbar supports. Driver and passenger seats to be of manufacturers heavy-duty construction, guaranteed not to break down before 36,000 miles. Driver and passenger seat to be cloth treated or of such composition to eliminate static electricity. Second row seating shall be folding 60/40 or 35/30/35 split style with cloth coverings and head restraints for outboard seats.
_____	_____	F. Arm Rests: Required on front seat, if available.
_____	_____	G. Sun Visors: Dual, padded.
_____	_____	H. Headroom for front seat: Minimum 39.9 inches.
_____	_____	I. Leg room for front seat: Minimum 40 inches.
_____	_____	J. Shoulder room for front seat: Minimum 58 inches.
_____	_____	K. Cargo capacity behind second seat: 52 cubic feet.
_____	_____	L. Ground clearance: Minimum 7 inches.
_____	_____	M. Mirrors: Interior adjustable, day or, night tab (selector type, non-glare); Dual power outside mirror mounted on left and right sides of vehicle.
_____	_____	N. Power Outlets: required, two.

- _____ **O. Seat Belts:** Individual lap/shoulder for all seats as applicable per seat occupancy with standard automatic retractors.
- _____ **P. Horn:** Factory horn required.
- _____ **Q. Windshield Wipers and Washer:** Multiple-speed electric with washer and intermittent or delay capability.
- _____ **R. Air Conditioner:** Best grade factory installed air-conditioning, manually controlled to include all items normally included in the factory package.
- _____ **S. Heater:** A fresh air type heater with windshield defrosters shall be installed.
- _____ **T. Rear Window Defroster:** required.
- _____ **U. Radio:** Manufacturer standard factory installed AM/FM CD radio with USB Port, Auxiliary Jack with shielding or be equipped with suppressor to prevent two-way radio interference.
- _____ **V. Bluetooth:** Manufacturer's wireless Bluetooth technology and connectivity to allow hands-free, push button or voice command operations.
- _____ **W. Lights:** Halogen high beam headlights with low beam; back up lights; dome light. Directional signals to be complete with front and rear lights, self-canceling control lever on the steering column. Hazard lights.
- _____ **X. Rearview Camera:** Rear vision camera and rear sensing device installed.
- _____ **Y. Electric Power Locks:** Power locking system. Rear passenger doors shall be equipped with a lever to deactivate door release or electric door locks controlled from the driver's position.

Three (3) fully functioning sets of keys and FOB's to enter and operate vehicle required.
- _____ **Z. Power Windows:** Electric power windows required.
- _____ **AA. Hood Release:** Inside driver's compartment.
- _____ **BB. Automatic Speed Control:** required.
- _____ **CC. Fuel Tank:** Largest gallon fuel tank available from Factory.
- _____ **DD. Floor Mats:** Motor vehicle shall be delivered with heavy duty front and rear vinyl floor mats required.
- _____ **EE. Side Moldings:** Protective side moldings required. After market moldings not acceptable.
- _____ **FF. Undercoated:** Full factory undercoating required.

GG. **License Plate Brackets:** Vehicle must be equipped with front and rear license plate brackets.

Comments _____

- | YES | EXCEPTION | II. <u>ENGINE AND DRIVE TRAIN</u> |
|-------|-----------|---|
| _____ | _____ | A. Engine: Minimum 3.5 L with 305 horsepower engine. |
| _____ | _____ | B. Transmission: Fully automatic, heavy duty, to be installed with factory installed oil cooler of suitable design to keep the automatic transmission fluid at an efficient temperature. |
| _____ | _____ | C. Air Cleaner: Dry type. |
| _____ | _____ | D. Oil Filter: Full flow throwaway type. |
| _____ | _____ | E. Thermostat: Required as recommended for permanent-type antifreeze. |
| _____ | _____ | F. Radiator: Heavy duty, maximum capacity, coolant recovery system, shall be tagged or marked to indicate the type, brand and degree of protection. |
| _____ | _____ | G. Axle Ratio: Ratio to be recommended by manufacturer. |

Comments _____

- | YES | EXCEPTION | III. <u>SUSPENSION AND RUNNING GEAR</u> |
|-------|-----------|---|
| _____ | _____ | A. Driveline configuration: On Demand Four (4) wheel drive or All wheel drive. |
| _____ | _____ | B. Wheelbase: Minimum 144 inch wheelbase. |
| _____ | _____ | C. Steering: Rack and pinion steering, if available. Power steering required. |
| _____ | _____ | D. Steering Wheel: Regular production model or approved deluxe wheel. Tilt steering required. |
| _____ | _____ | E. Wheels: Minimum 18-inch wheels designed for police work. |
| _____ | _____ | F. Wheel Covers: Full wheel covers. |
| _____ | _____ | G. Tires: To be installed with five (5) factory installed, black wall tubeless, all-season steel-belted radial tires. Speed rating of V and certified for high-speed police pursuit driving. To be produced and labeled by a major manufacturer and factory installed. Shall have a 36,000 mile tire rating. |

- | | | |
|-------|-------|--|
| _____ | _____ | H. Brakes: Four (4)-wheel heavy duty disc brakes. Heavy-duty front and rear calipers. Designed so radio transmissions do not interfere with performance of braking system. Anti-Lock Brake System (ABS). |
| _____ | _____ | I. Suspension: Four (4) wheel independent, heavy-duty struts. Independent multilink rear with heavy-duty front and rear stabilizer bars suitable for high speed cornering. |
| _____ | _____ | J. Stability: Stability control/roll stability systems and traction control required. |
| _____ | _____ | K. Axle and Springs: Manufacturer's independent front suspension and single speed hypoid rear axle, both with spring sizes and axle sizes recommended by the manufacturer to meet GVWR. Axle gear ratios shall be the same for front and rear axles. Front Stabilizer bar shall be installed. |
| _____ | _____ | L. Shock Absorbers: Heavy duty double action front and rear shock absorbers. |

Comments _____

YES EXCEPTION IV. ELECTRICAL SYSTEM

- | | | |
|-------|-------|--|
| _____ | _____ | A. Ignition System: 12-Volt, solid-state. Must be equipped with high tension, radio frequency shielded, ignition wiring. |
| _____ | _____ | B. Battery: Heavy-duty, maintenance free, Highest CCA capacity available from factory for model bidding. |
| _____ | _____ | C. Standard Alternator: 220 Amperage. |
| _____ | _____ | D. Voltage Regulator: Standard type, transistorized and sealed. |
| _____ | _____ | E. Radio Suppression Package: Required. |
| _____ | _____ | F. Bonding and Grounding: All components of the vehicle necessary to prevent interference with reception of low band two-way mobile radio factory installed in the vehicle shall be adequately bonded and grounded. |
| _____ | _____ | G. Radio Frequency Shielding Caution!!! This motor vehicle shall be compatible with the use of installed mobile UHF/VHF mobile two-way radio. |
| _____ | _____ | H. Factory installed emergency lighting. |

Comments _____

YES EXCEPTION

V. MISCELLANEOUS

- A. Vehicle shall be protected to 34 degrees below zero Fahrenheit by permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer. The radiator shall be tagged or marked to indicate the type, brand and degree of protection.

- B. The unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.

- C. Vehicle are to be road ready, fully equipped, service, and washed with full tank of gasoline.

- D. Manufacturer's standard complement of tools, bumper jack, wheel wrench, and jack handle shall be provided, together with facilities for storage.

Comments _____

YES EXCEPTION

VI. WARRANTY

- A. The manufacturer's standard warranty shall apply to the vehicle (refer to item B below). Mechanical or body repair required under manufacturer's warranty, prior to use of the vehicle by the City, shall be the responsibility of the selling dealer, including transportation thereof. **Warranty to be effective from date of issuance of first assignment and the mileage of warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards, or similar information, in order to properly activate said warranty.**

- B. A minimum warranty of three (3) years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required. A minimum of six (6) years, 100,000 miles rust warranty is required. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different.

Comments _____

YES EXCEPTION

VII. SERVICE

- A. It shall be the responsibility of the manufacturer supplying the vehicle to maintain an adequate stock of all regular and special parts within the State of Nebraska to meet the continuing service and repair parts needs of the department without undue delay.

- B. The bidder shall submit an hourly rate for labor costs for all repairs to the vehicle by the bidder not covered by the manufacturer's standard warranty for a minimum of 3 years or 36,000 miles.

NOTICE: ANY DEVIATIONS FROM THESE SPECIFICATIONS MUST BE SEPARATELY LISTED. OTHERWISE, IT WILL BE ASSUMED THAT THE BID MEETS THE SPECIFICATIONS IN ALL RESPECTS.

BID FORM

NOTE: This bid form must be accompanied by a complete set of specifications and a manufacturer's pamphlet on the vehicle proposed.

TOTAL PRICE

ONE (1) NEW CURRENT MODEL YEAR
FULL SIZE 1/2 TON CREW CAB
4-WHEEL DRIVE VEHICLE
SSV OR PPV TRUCK

\$ _____

HOURLY RATE FOR LABOR COSTS
OVER THE STANDARD WARRANTY

\$ _____

Delivery Date: _____

THE CITY OF McCook reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part any bid, and to exercise its own judgement as to the best proposal received.

**CONTACT PERSON: Kevin Hodgson, Chief of Police
at 308/345-3450**

This bid submitted by _____

Signed _____

Title _____

Date _____

NOTICE OF AWARD

Date

TO:

PROJECT: One (1) New Current Model Year
Full Size ½ Ton Crew Cab
4-Wheel Drive SSV or PPV Truck
City of McCook Police Department

The City has considered the BID submitted by you for the above described project in response to its Advertisement for Bids and Information for Bidders dated October 6, 2025.

You are hereby notified that your BID has been accepted for this vehicle in the amount of _____ for one (1) new current model year _____ vehicle, with a delivery date of _____

Please acknowledge receipt of this NOTICE OF AWARD to the City.

Dated this _____ day of _____, 2025.

CITY OF MCCOOK

Lea Ann Doak
City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2025.

(Authorized Signature)

(Title)

Specs sent to:

Deveny Motors
401 East "B" Street
McCook NE 69001

Janssen Kool Honda
PO Box 609
McCook NE 69001

Wagner Chevrolet
PO Box 710
McCook NE 69001

Wagner Ford-Mercury, Inc.
PO Box 750
McCook NE 69001

**CITY MANAGER'S REPORT
OCTOBER 6, 2025 MCCOOK CITY COUNCIL MEETING**

5.A.
ITEM NO. ___ Update regarding the youth sports complex project.

BACKGROUND:

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

APPROVALS:



Nathan A. Schneider, City Manager

September 30, 2025



Lea Ann Doak, City Clerk

September 30, 2025



Tera Koetter, Assistant City Manager

September 30, 2025

**CITY MANAGER'S REPORT
OCTOBER 6, 2025 CITY COUNCIL MEETING**

ITEM: 5.B.

RECOMMENDATION:

INTRODUCE ON SECOND READING ORDINANCE NO. 2025-3109 PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES OF THE CITY MCCOOK CODE OF ORDINANCES AND APPROVE ON ITS FIRST READING.

BACKGROUND:

This Ordinance provides for the increase to the solid waste collection fees as included in the proposed FY 2025-2026 budget.

The Transfer Station hauls, on average, 4 semi loads of solid waste to J Bar J Landfill which is near Ogallala per day Monday thru Thursday. We occasionally haul additional loads on Friday and/or Saturday, depending on the amount of solid waste that is brought in each day. The landfill is located approximately 105 miles north/northwest of McCook making each roundtrip approximately 210 miles.

The solid waste that is received at the Transfer Station consists of both commercial waste and residential waste. The commercial waste makes up approximately 78% of all waste received at the Transfer Station, with residential waste making up the remaining 22%.

There are 3 changes in the proposed contract with J Bar J Landfill compared to the previous contract: 1) The J Bar J contract will be increasing by \$.91/ton which is a 3% increase; 2) The State of Nebraska assesses a fee for each receipted ton that is deposited into a landfill. This fee has recently been increased by the State of Nebraska from \$1.25/ton to \$2.34/ton. This is an 87% increase from the previous years fee; 3) Also, at the beginning of August 2025, Perkins County implemented a \$1.00 per ton host fee. This is a new fee that has never been a part of our contract with J Bar J. With these increases, the per ton tipping fee for each ton of solid waste will increase by \$3.00/ton. Last year we took in more than 18,000 tons. Based off of this tonnage we will see a minimum annual increase in disposal fees of \$54,000.00. This is compared to an increase in last years contract from the previous year of approximately \$15,840.00.

The fee for Residential Trash Collection will increase from \$28.25 to \$29.75 per month which includes a \$2.00/month recycling fee to help support the recycling program. This equates to a 5.3% increase. The last increase was in October 2024 where the fee increased from \$27.25/month to \$28.25/month.

The fee for Household/Commercial Waste will increase from \$86.00/ton to \$92.00/ton. This equates to a 7% increase. The last increase was in October 2023 where the fee increased from \$83.00 to \$86.00.

This Ordinance also includes a fee of \$6.00/month for the yard waste collection service. This service is provided beginning in April and running thru November. It includes the weekly pickup up of grass and leaves that are placed in a city provided roll out container. There are no planned increase for this service in FY 2025 - 2026.

FISCAL

IMPACT: None.

APPROVALS:



Kyle Potthoff, Public Works Director

September 22, 2025



Nate Schneider, City Manager

September 22, 2025

ORDINANCE NO. 2025-3109

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2024-3087 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. That Appendix F, Solid Waste Collection Fees, of the City of McCook, Nebraska Code of Ordinances, shall be and is hereby amended to read as follows:

**APPENDIX F: SOLID WASTE COLLECTION FEES
SOLID WASTE COLLECTION FEES**

(A) In order to pay for the cost of operation and maintenance of the Transfer Station and to provide funds necessary for equipment and future land acquisition, the following fees are hereby established in compliance with Section 55.02:

(1) All residents of the corporate limits of the City of McCook shall not be charged a fee at the Transfer Station for any refuse or debris that is generated on their own residential property and personally delivered to the Transfer Station. Except as provided in Section E of this Appendix, residents and nonresidents delivering construction, demolition, or remodeling and all persons hauling for hire, commercial, contract for commercial tree trimmers, lawn caretakers, or nonresidents of the City of McCook shall be assessed according to the Solid Waste Collection schedule of fees.

(2) The City will operate in accordance with Nebraska Department of Environmental Quality's *Title 132 Integrated Solid Waste Management* regulations.

(B) (1) *Solid Waste Collection schedule of fees.* See Chapter 38, Fee Schedule.

Household/Commercial Waste No Yard Waste	\$.046000 per pound (\$92.00 per ton) minimum charge - \$5.00
Yard Waste Only	\$.012675 per pound (\$25.35 per ton) minimum charge - \$5.00
Non Solid Waste Scale Fee	\$5.00

(2) *Solid Waste Collection payment due.* Payment of the above fee(s) is due and payable upon entrance into the Transfer Station.

(C) *Fee for U-Load-It Clean-up program.* A fee of fifty dollars (\$50.00) for the use of a city truck is hereby provided for use of the City's U-Load-It Clean-Up Program. Scale fees will be charged according to the above schedule as outlined in Sections A and B of the Appendix.

(D) *Solid Waste Collection/Disposal fee.*

(1) All residential units within the corporate City Limits shall be charged a monthly solid waste collection/disposal fee of \$27.75 and a monthly recycling fee of \$2.00.

(2) All residential units within the corporate City Limits may request an additional container to be used for yard waste only, and shall be charged a monthly disposal fee of \$6.00 per month, effective April 1, 2024, during those months that yard waste is banned from Landfills.

(3) Tracts of land or buildings containing three (3) or more residential units may choose alternative solid waste collection/disposal methods upon the approval of the City Manager.

(4) All solid waste collection/disposal fees prescribed by this Appendix shall be a lien upon the premises and real estate for which the service is supplied and if not paid when due such charge shall be certified to the City Treasurer and may be recovered by the City in an action at law and it may be certified to the County Clerk and assessed against said real estate and premises served and be collected and returned in the same manner as other City taxes are certified, assessed, collected and returned.

(5) Bills for solid waste collection/disposal fees charged pursuant to this Appendix shall be rendered at the same time that bills are rendered for water service, and all collection/disposal fees levied by this Appendix which are not paid at or before water service charges are required to be paid, shall be deemed delinquent and the water service of such user may be discontinued.

(E) *Waiver of fees for affordable housing projects.* Disposal fees shall be waived for the deposit at the Transfer Station of solid waste that was generated by the remodeling or clean up of a residential dwelling located within the corporate limits of the City of McCook using funds provided by the Nebraska Department of Economic Development pursuant to the Nebraska Affordable Housing Trust Fund Act.

(F) *Partial waiver of fees for demolition of certain residential dwelling units.* Thirty percent of the total disposal fees shall be waived for the deposit at the Transfer Station of solid waste generated by the demolition of a residential dwelling unit located within the corporate limits of the City of McCook along with an accessory detached garage if the requirements set forth in this subsection are satisfied. In order to qualify for such partial waiver of disposal fees, the owner of the dwelling unit must apply in writing to the Building Inspector of the City for a partial waiver of fees at least 14 days prior to commencement of the demolition work and must establish to the satisfaction of the Building Inspector that:

(1) The owner received written confirmation from the Building Inspector that the demolition qualifies for a partial waiver of disposal fees prior to commencing with the demolition work;

(2) all asbestos and other hazardous materials were abated and removed from the structures prior to commencing demolition work in accordance with all federal, state, and local laws;

(3) the dwelling unit has been abandoned for a continuous period of at least twelve (12) months prior to submission of the application for partial waiver of fees as shown by water, gas or electric utility records;

(4) the dwelling unit is so old, dilapidated, or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy such that it is unreasonable to repair the structure;

(5) there is no reimbursement for disposal fees available from any other source such as homeowner's insurance; and

(6) the owner obtained a permit authorizing such demolition from the City of McCook prior to commencement of the demolition work.

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 November 1, 2025 and from and after its passage, approval and publication in pamphlet form according to law.

PASSED AND APPROVED THIS ____ day of _____, 2025.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer