

# MCCOOK CITY COUNCIL

## REGULAR MEETING

**Monday, March 16, 2026  
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

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

Pledge of Allegiance.

Call to Order.

***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. Proclamations.
  - A. Approve a proclamation designating the month of April 2026 as "Child Abuse Prevention Month" and authorize the Mayor to sign.
  - B. Approve the proclamation designating March 15-21, 2026 as "Public Transit Week" and authorize the Mayor to sign.
3. Public Hearings.
  - A. Public Hearing - Request for a special exception by Cunningham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC) - property located at 204 West 7th Street; legally described as Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska.
    1. Adjourn the Public Hearing.
  - B. Approve the application for a special exception by Cunnigham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC) - property located at 204 West 7th Street; legally described as Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied

and conditioned upon providing the City of McCook with a certificate of insurance listing the City of McCook as an additional insured.

4. Presentation.
  - A. Presentation from Steve McNulty with the State of Nebraska SRF Program regarding Lead service line replacement funding options through SRF.
5. Consent Agenda.

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

  - A. Approve the minutes of the March 2, 2026 regular City Council meeting.
  - B. Award the contract for the North Pointe Phase III paving and utilities to Paulsen, Inc. of Cozad, Nebraska in the amount of \$645,894.00 for the base bid plus \$19,520.00 for Alternate No. 1, that being the lowest best bid.
  - C. Adopt Resolution No. 2026-08 approving the City of McCook to join the National Purchasing Cooperative (a/k/a Buyboard) purchasing program in accordance with the Joint Public Agency Act.
  - D. Receive and file Change Orders Numbered 6 and 7 for the P.F.C. Gerald L. Walters Youth Sports Complex.
  - E. Accept the minutes of the March 9, 2026 Planning Commission meeting.
6. Regular Agenda.
  - A. Update regarding the youth sports complex project.
  - B. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT**  
**MARCH 16, 2026 CITY COUNCIL MEETING**

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**2.A.**  
ITEM:      Approve a proclamation designating the month of April 2026 as "Child Abuse Prevention Month" and authorize the Mayor to sign.

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**BACKGROUND:**

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

**FISCAL**  
**IMPACT:** None.

**APPROVALS:**

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

March 11, 2026

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

March 11, 2026

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

March 11, 2026

*Office of the Mayor  
McCook, Nebraska  
Proclamation*

**"CHILD ABUSE PREVENTION MONTH"**

- WHEREAS, our children are our most vulnerable members and most valuable resources, helping to shape the future of McCook including all of Southwest Nebraska; and
- WHEREAS, positive childhood experiences -- like loving caregivers and safe, stable, and nurturing relationships -- can help mitigate trauma and the negative impact of adverse childhood experiences to promote the social, emotional, and developmental wellbeing of children; and
- WHEREAS, childhood trauma can have long-term psychological, emotional, and physical effects throughout an individual's lifetime and impact future generations of their family; and
- WHEREAS, childhood trauma, including abuse and neglect, is a serious problem affecting every community in the U.S., and finding solutions requires input and action from everyone; and
- WHEREAS, children who live in families with access to concrete economic and social supports are less likely to experience abuse and neglect; and
- WHEREAS, prevention is possible because of the partnerships created between families, prevention advocates, child welfare professionals, education, health, community, and faith-based organizations, businesses, law enforcement agencies, service organizations, and local, state, and national governments; and
- WHEREAS, we acknowledge that to solve the public health issue of abuse and neglect we must work together to change hearts and mindsets through storytelling and sharing, center the needs of families, reduce barriers, and inspire action from partners in prevention; and
- WHEREAS, we are committed to advancing responsive, and effective systems that ensure all children and families are healthy and thriving; and
- WHEREAS, we recognize the need to prioritize kids and invest in more prevention initiatives like home visiting and family-strengthening policies, economic supports, and community-based child abuse prevention programs at the local, state, and national levels; and

NOW, THEREFORE, I, Linda Taylor, mayor of the City of McCook, Nebraska, do hereby proclaim April 2026 "*CHILD ABUSE PREVENTION MONTH*" in McCook, Nebraska and urge all citizens of McCook, as well as all of Southwest Nebraska, to recognize this month by building a narrative of hope for children and families through collaboration and the creation of an ecosystem of primary prevention.

Dated this 16<sup>th</sup> day of March, 2026.

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

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

ATTEST:

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

## Lea Ann Doak

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**From:** Family Resource Center <familyresourcecenter1996@gmail.com>  
**Sent:** Thursday, February 12, 2026 5:45 PM  
**To:** Lea Ann Doak  
**Subject:** City Council Meeting

**Caution:** External (familyresourcecenter1996@gmail.com)

First-Time Sender [Details](#)

[Safe](#) [Spam](#) [Phish](#) [More...](#) [FAQ](#) [Protection by Eakes](#)

Hello!

Can the Child Advocacy Team get on the agenda for the last city council meeting in March? We are hoping to once again have a declaration of April being acknowledged as Child Abuse Awareness Month.

Thank you!

CITY MANAGER'S REPORT  
March 16, 2026 CITY COUNCIL MEETING

ITEM 2.B. Approve a proclamation designating March 15-21, 2026 "Transit Week"

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RECOMMENDATION: PROCLAIM THE WEEK OF March 15-21 AS PUBLIC TRANSIT WEEK AND AUTHORIZE THE MAYOR TO SIGN THE PROCLAMATION.

**BACKGROUND:**

Across the state of Nebraska in many smaller towns and rural counties Public Transit provides the only public transit service. Providing access to medical, business, school, social and supportive services. Public transit allows individuals to remain independent, contributes to economic development, reduces traffic congestion, and decreases carbon emissions. Nebraska is served by two urban, two small urban and over fifty rural transit systems within eighty-nine Nebraska counties.

The City of McCook Public Transit is celebrating Public Transit March 15-21. The City of McCook Public Transit provides transportation within the city limits of McCook for riders to have access to medical, business, employment, social and supportive services. City of McCook Public Transit provided 6,230 rides for the fiscal year 2025 traveling over 17,000 miles. This is the biggest year we have had since 2016. We are celebrating 52 years of service to the City of McCook. Our transit professionals must maintain stringent educational requirements and standards. Recognition needs to be extended to the City of McCook Transit Drivers, Dispatcher and Manager. We would like to increase awareness of public transit in McCook.

FISCAL IMPACT: None

APPROVALS:

*Beth Siegfried*  
Beth Siegfried, Senior Services Director

3/11/26  
Date

*Nate Schneider*  
Nate Schneider, City Manager

3/12/26  
Date

Office of the Mayor  
McCook, Nebraska

## Proclamation

### "PUBLIC TRANSIT WEEK"

- WHEREAS, public transit provides Nebraskans access to medical, business, employment, social and supportive services; and
- WHEREAS, public transit allows individuals to remain independent, contributes to economic development, reduces traffic congestion, decreases carbon emissions, and improves rural and urban mobility; and
- WHEREAS, public transit provides the only public transportation service to many of the smaller towns and rural counties in Nebraska; and
- WHEREAS, Nebraska is served by two urban transit systems, two small urban transit systems, and over 50 rural transit systems providing some level of service within 89 Nebraska counties; and
- WHEREAS, the City of McCook is celebrating 52 years of service, having provided public transit to its citizens since 1974; and
- WHEREAS, during fiscal year 2025, McCook Public Transit provide 6,230 rides, traveling over 17,000 miles; and
- WHEREAS, McCook Public Transit employees must maintain stringent educational requirements and standards; and
- WHEREAS, the City of McCook recognizes the important role that its public transit professionals play, and wishes to acknowledge that role; and
- WHEREAS, public transportation in the state is provided by the collaborated efforts of the Nebraska Department of Transportation and Federal Transit Administration to provide resources to transport individuals every day.

NOW, THEREFORE, Be It Resolved that the City Council of City of McCook declares the week of March 15 through 21, 2026 to be "Public Transit Week" in the City of McCook and do hereby urge all citizens to increase their understanding and awareness of their local transit systems, and the many services provided.

Dated this 16<sup>th</sup> day of March, 2026.

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

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

ATTEST:

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

## CITY MANAGER'S REPORT

### MARCH 16, 2026 MCCOOK CITY COUNCIL MEETING

#### **3.A.**

ITEM: \_\_\_ Public Hearing - Request for a special exception by Cunningham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC) - property located at Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska.

ITEM: **3.B** Approve the special exception application by Cunningham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC) - property located at Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska, finding that Special Exception considerations A - I are satisfied and conditioned upon providing the City of McCook with a certificate of insurance listing the City of McCook as an additional insured.

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#### **BACKGROUND:**

The City of McCook has received a special exception request from Cunningham Rentals, LLC, requesting that the property located at 204 West 7<sup>th</sup> Street be granted special exception status for the purpose of operating a bed and breakfast and/or a vacation rental. The property at issue is a single-family structure, but is located in the Business Commercial District. Existing single family dwelling structures are permitted in the Business Commercial District.

Upon review of the zoning ordinance, staff believes the intended use requires the approval of a special exception. Bed and breakfast and/or a vacation rental structures are not listed as a permitted principal use. However, Section 1304 allows the City Council to permit a special exception in the Business Commercial District when the service use is similar to the permitted principal uses and which are in harmony with the intent of the district. Hotels and motels are listed as permitted principal uses per Section 1302 of Article 13, Business Commercial District. Due to the similarity in the uses, staff believes the intent of Section 1304 allows for the issuance of a special exception in this case.

The application addresses McCook's Zoning Ordinance, Article 24 Special Exception requirements relative to the BC District. Based on staff's review, it is believed a grant of special exception will not adversely impact ingress and/or egress. The property is located on West 7<sup>th</sup> Street, just north of West B Street. Other commercial businesses are located adjacent to the structure. A special exception designation should not impact traffic significantly. Additionally, there is adequate off-street parking on the lot to accommodate licensees due to the fact that the property in question has sufficient parking area on the northern portion of the lot. The residential structure's footprint will remain the same. Also, staff believes the request generally complies with the City of McCook's Comprehensive Plan.

As is required with all similar requests, the property owner will be required to have appropriate property and casualty insurance to permit the use of the structure for bed and breakfast/vacation rental purposes. The certificate of insurance must include the City of McCook as an additional insured.

At the March 9, 2026 Planning Commission meeting, the Commission unanimously voted to recommend approval of the special exception request to the McCook City Council.

**EXHIBIT #1**

**PAGE(S) - 2**

**APPROVALS:**

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

March 12, 2026

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

March 12, 2026

  
\_\_\_\_\_  
Barry Mooney, Building Inspector

March 12, 2026

**NOTICE OF PUBLIC HEARING  
REQUEST FOR A SPECIAL EXCEPTION**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of McCook Planning Commission on March 9, 2026, at 5:15 P.M. and by the McCook City Council on March 16, 2026, at 5:30 P.M. The hearings will be held in the City Council Chambers, 505 West "C" Street, McCook, Nebraska, to consider a request for a special exception to allow a Bed and Breakfast/Vacation Rental in a Business Commercial (BC) District in the City of McCook. Property located at 204 West 7<sup>th</sup> Street, Replatted Lot 1, Block 1, West McCook Addition to the City of McCook, Red Willow County, Nebraska. Land Owner, Adam Cunningham, Cunningham Rentals, LLC. Any and all persons desiring to comment on the above-described special exception may attend said public hearings and will be given an opportunity to be heard. For additional information regarding this notice please contact Nate Schneider, City of McCook City Manager, at 345-2022 ext. 225.

-s- Lea Ann Doak  
City Clerk

Publish: February 27, 2026.

**EXHIBIT #2**

**PAGE(S) - 1**

**NOTICE OF HEARING**  
**REQUEST FOR**  
**SPECIAL EXCEPTION**

NOTICE IS HEREBY GIVEN that a public hearing will be held on a request to allow a Bed and Breakfast/Vacation Rental in a Business Commercial (BC) District in the City of McCook.

ADDRESS: 204 West 7<sup>th</sup> Street

LEGAL DESCRIPTION: Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska.

LAND OWNER: Adam Cunningham, Cunningham Rentals, LLC

Public Hearings will be held on the dates, times, and at the places listed below:

MARCH 9, 2026 - 5:15 P.M.  
MCCOOK PLANNING COMMISSION  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

MARCH 16, 2026 - 5:30 P.M.  
MCCOOK CITY COUNCIL  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

ANY AND ALL PERSONS desiring to comment on the above-described request will be given an opportunity to be heard. Please direct all inquiries to Nate Schneider, City Manager, at 308-345-2022 ext. 225.

-s- Lea Ann Doak  
City Clerk

Publish: February 27, 2026  
Post: February 27, 2026  
Mail: February 27, 2026

**EXHIBIT #3**

**PAGE(S) - 1**

**OWNERSHIP LIST FOR MAILING:**

President  
McCook Public Schools  
600 West 7<sup>th</sup> Street  
McCook NE 69001

Red Willow Co. School Dist. #17  
700 West 7<sup>th</sup> Street  
McCook NE 69001

Red Willow County  
% Penny Cooper  
502 Norris Avenue  
McCook NE 69001

Red Willow County Planning Commission  
502 Norris Avenue  
McCook NE 69001

Mule Tuff, LLC  
c/o R. Lee Janssen  
PO Box 279  
McCook, NE 69001

Qwackers, LLC  
c/o Courtney Pollmann, Member  
507 East 14<sup>th</sup> St.  
McCook, NE 69001

Nebraska Department of Transportation  
PO Box 94759  
Lincoln, NE 68509

KS-NE Conference Assn of Seventh Day  
Adventists  
3440 SW Urish Road  
Topeka, KS 66614-4601

Joe and Jody Frazier  
71404 Road 380  
McCook, NE 69001

CCJH LLC  
c/o Curtis Swanhorst  
9 Mashie Dr.  
McCook, NE 69001

Justin and Michelle Terry  
205 West 7<sup>th</sup>  
McCook, NE 69001

MMH Hospitality LLC  
c/o Mohamed Jafaraly Ghouse  
612 West B Street  
McCook, NE 69001

Casey's Retail Company #2291  
PO Box 54288  
Lexington, KY 40555-4288

MSB Enterprises, LLC  
c/o Jerry Calvin  
807 West 13<sup>th</sup> Street  
McCook, NE 69001

William and Nikki Cappel  
19 Wedgewood Dr  
McCook, NE 69001

**EXHIBIT #4**

**PAGE(S) - 1**

CITY OF McCOOK

LAND USE ACTION REQUEST FORM

This request is for a:  
(Check all that apply)

- Zone Change
- Special Exception
- Administrative Permit (Personal Wireless Facility)
- Special Exception (Personal Wireless Facility)
- Minor Subdivision
- Major Subdivision
- Planned Development (Includes Zone Change)

Name of Project: Cunningham Rentals LLC Air BnB  
Description of Project: House to be used as a Air BnB property  
with street parking and lot parking

Project sponsor or developer:

Name: Adam Kristie Cunningham  
Address: 408 W-5th 4th MCCOOK NE 69001  
Phone number: 308 737 0840 308 737 7941  
Fax number: \_\_\_\_\_  
E-mail Address: BullseyeRoofing1@gmail.com

Land owner or owners:

Name: Adam Cunningham Cunningham Rental LLC  
Address: 408 west 4th MCCOOK NE 69001  
Phone number: 308 737 0840  
Fax number: \_\_\_\_\_  
E-Mail Address: bullseyeRoofing1@gmail.com

Authorization of the land use action by land owner:

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

Adam Cunningham  
Printed Name:

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

adam c  
Signature:

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

12-5-2025  
Date:

Address and physical location of the Proposed Land Use Action: \_\_\_\_\_

204 West 7th McCook NE 69001

Property Description (Of the parent parcel for subdivisions): \_\_\_\_\_

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

**Required Information:**

See Attached sheets for required information for:

- Subdivisions
- Zone Changes and special exceptions
- Planned developments

**FEE PAID:** \$ 75.00 (See attached schedule of fees)

Fee, complete application, and required attachments accepted by:

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## REQUIRED ATTACHMENTS:

**For Zone Changes and Special Exceptions:**

(For Zone Changes or Amendments see Article 27 of the Zoning Ordinance; for Special Exceptions see Article 24 Special Exceptions)

\_\_\_\_\_ Include a description of the reason for the request for a change of zone:

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\_\_\_\_\_ Include a description of any special exception requested including the section of the zoning ordinance under which it is requested: (Example: Special exception to construct multi-family dwellings in (RM) Residential Medium Density area comprised of single family dwellings.)

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\_\_\_\_\_ Include a site plan (minimum 17" X 11") and a letter of explanation showing and explaining the following special exception requirements:

- (A) ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
- (B) off-street parking and loading areas where required, with particular attention to the items in (A) above, the economic, noise, glare or odor effects of the special exception or change of zone on adjoining properties and the properties generally in the district or the area;
- (C) the location of refuse and service areas, with particular reference to the items in (A) and (B) above;
- (D) utilities, with reference to locations, availability, and compatibility;
- (E) screening and buffering with reference to type, dimensions, and character;
- (F) signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

(G) required yards and other open space;

(H) general compatibility with adjacent properties and other properties in the district;

(I) compatibility with existing and future land use plan in the McCook Comprehensive Plan.

\_\_\_\_\_ Explain how the project complies with the Comprehensive Plan: \_\_\_\_\_

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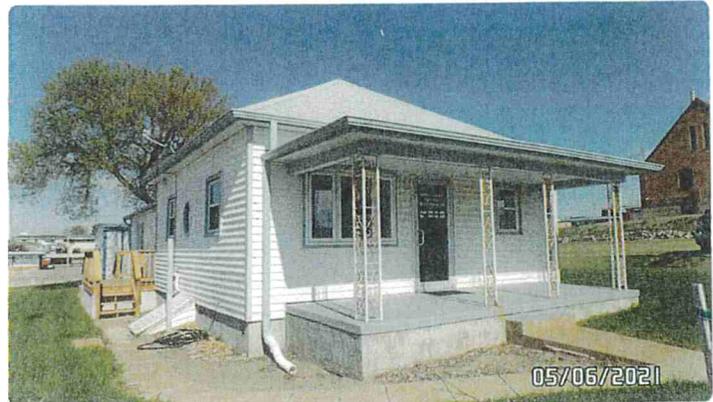
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Adam and Kristie Cunningham are the owners of the property located 204 W 7th, McCook Nebraska. Cunningham Rentals LLC is the name in which we will call this business. This Air BNB consists of 2 bedrooms and 1 bathroom, a full kitchen with dishwasher and a table seating for 4, a laundry room with complete set of washer and dryer. The larger bedroom comes with a queen bed, and the smaller bedroom has a twin over full bunk bed. Living room has 2 full couches and a recliner for the rest and relaxation of our guests. This property also has a game area complete with an air hockey table and a sit-down arcade table with over 400 games. On the outside we have a gravel area to the north for the parking and there is also 4 spots on-street parking in the front of the house as well. On the backside of the house has a cemented patio area with table and chairs for guests to take on morning coffee and evening for enjoying and evening meal outside. There is a second door on the south side of the house that leads to a small deck to the patio area and also to the tornado shelter. The main door to the property is under a covered porch area.

# Red Willow County, NE

## Summary



Parcel Number 001690100  
Property Address 204 WEST 7TH STREET  
City MCCOOK  
State NE  
Zip 69001  
Legal WEST MCCOOK ADDITION BLK 1, REPLATTED LOT 1  
Acres 0  
Section 0  
Township 3  
Range 29  
Tax District 80  
Neighborhood 9001 - COMM B ST WEST OF E 6TH

## Owners

[CUNNINGHAM RENTALS, LLC](#)  
C/O ADAM CUNNINGHAM  
408 W 4TH ST  
MCCOOK, NE 69001-3630

## Sales

Sale Date	Sale Price	Grantee	Seller Name	Book / Page
11/21/2025	\$185,000	CUNNINGHAM RENTALS, LLC	SOUTHWEST ENVIRONMENTAL ENGINEERING LLC	2025 / 01488
7/15/2018	\$105,400	SOUTHWEST ENVIRONMENTAL	GELVIN/LES	2018 / 01072
7/10/2018	\$99,500	GELVIN/LES	MUSGRAVE/BARBARA J	2018 / 01030

## Recent Sales in Area

Sale date range:

From:

01/07/21

To:

01/07/21

Search Sales by Neighborhood

Distance:

1500

Units:

Feet

Search Sales by Distance

## Dwelling/Building

Actual Year Built 1890  
Building Sq ft 960  
Ground Floor Sq ft  
Basement Sq ft 0  
Quality  
Total Baths  
Bath Fixtures 0  
Exterior Walls  
Roof Cover Asphalt-Shingles  
HVAC  
Improvement Description 100% Office Building (344)  
Building Class Code D

Actual Year Built 1980  
 Building Sq ft 900  
 Ground Floor Sq ft  
 Basement Sq ft 0  
 Quality  
 Total Baths  
 Bath Fixtures 0  
 Exterior Walls  
 Roof Cover Metal  
 HVAC  
 Improvement Description 100% Storage Warehouse (406)  
 Building Class Code D

### Other Improvements

Description	Extended Description	Year	Dimensions	Units
PAVC	Paving, Concrete 4 - 6 Inch.	2000	16 x 13	208
RPS	Raised Slab Porch with Roof	0	20 x 7	140
WOD	Wood Deck	0	12 x 6	72
SWP	Enclosed Porch, Solid Walls	2022	24 x 7	168

### Outbuildings

Description	Units	Year Built	Cost
Paving, Concrete 4 - 6 Inch.	208	2000	

### Land

Frontage	Depth1	Depth2	Square Feet	Description
125	140	0	17,500	17500 S.F.

### Valuation

Assessed Year	2025 (2)	2025	2024	2023	2022
Dwelling/Building	\$72,193.00	\$72,193.00	\$62,924.00	\$62,924.00	\$75,442.00
Other Improvement	\$126.00	\$126.00	\$126.00	\$126.00	\$0.00
Land	\$43,750.00	\$43,750.00	\$43,750.00	\$43,750.00	\$26,250.00
<b>Total</b>	<b>\$116,069.00</b>	<b>\$116,069.00</b>	<b>\$106,800.00</b>	<b>\$106,800.00</b>	<b>\$101,692.00</b>

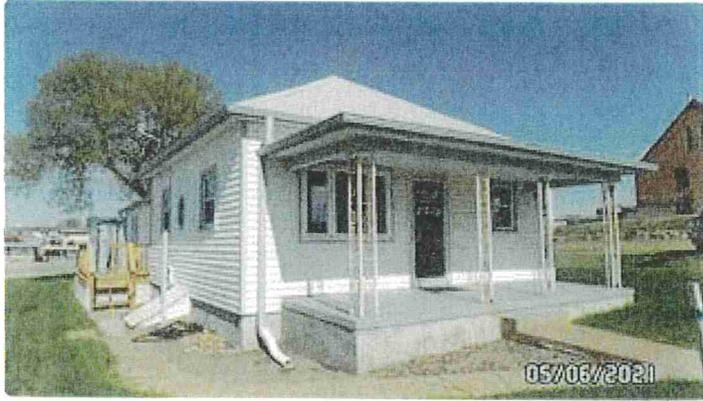
### Tax History

Tax Year	2024	2023	2022	2021	2020
Value	\$106,800.00	\$106,800.00	\$101,692.00	\$101,692.00	\$101,692.00
Tax	\$1,792.92	\$1,877.22	\$1,885.88	\$1,962.26	\$1,955.34
Exemption	\$409.10	\$118.88	\$108.40	\$109.38	\$103.94
Net Tax	\$1,383.82	\$1,758.34	\$1,777.48	\$1,852.88	\$1,851.40

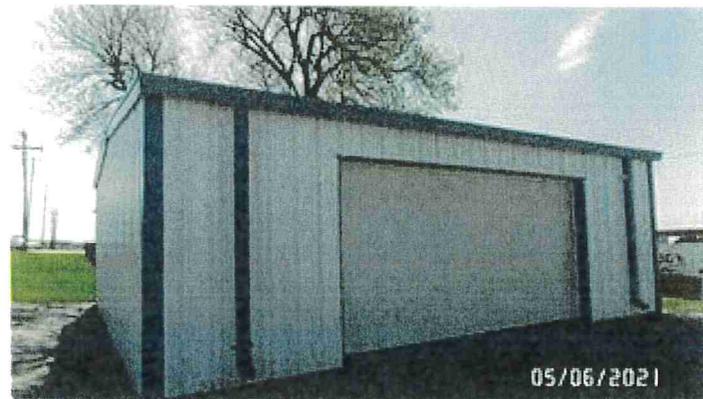
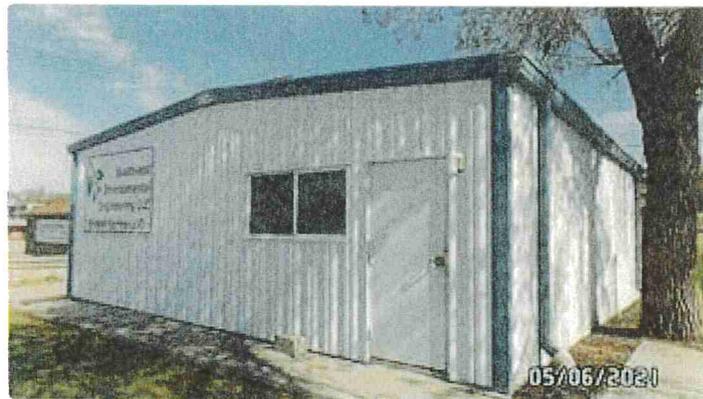
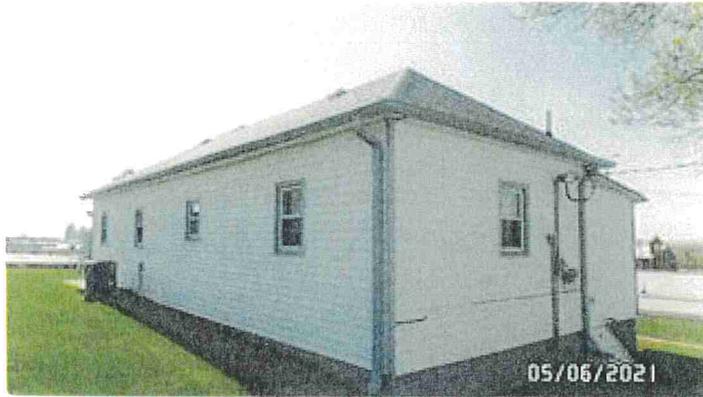
### Tax Levy

Description	Rate
S.D. #17 GENERAL	0.899615
NATURAL RESOURCE	0.02987
MID-PLAINS CAP IMP	0.01999
ED UNIT #15	0.014357
COUNTY	0.257982
HIGH PLAINS HISTORICAL	0.002313
CITY OF MCCOOK GEN	0.44

### Photos



Other Images



No data available for the following modules: Land Ag, Property Record Card(s), Sketches, Sketches.

The public information contained herein is furnished as a public service by Red Willow County. The map, all associated data, and measurements are approximate and not to be used for any official purpose. Red Willow County makes no warranties, either expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the information for any other particular use. Furthermore, Red Willow County assumes no liability associated with the use or misuse of said information.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)  
Last Data Upload: 1/6/2026, 8:07:51 PM

Contact Us

Developed by  
 **SCHNEIDER**  
GEO SPATIAL

- A. This property Has Access In front of property and Access From South of property Rear. ALSO on street parking ~~and~~ and off street parking on North lot and Alley.
- B. Off street parking North Has stairs to sidewalk. ALSO Alley parking BY Building Has side walk to doors.
- C. Dumpster in Alley BY Building with walkway to it
- D. Are paid and kept up BY Adam Cunningham
- E. Existing structure that Has BEEN used for similar use in past and is in complete compliance.
- F. Signs are preexisting locations so they Have already Been Approved ~~for a sign in~~
- G. there is a yard and open space
- H. Its Existing Residential and commercial in a commercial Area that will flow nice with Existing Businesses
- I. This will Be Very compatible with Businesses Around the property for multiple places getting Business from my customers.

ARTICLE 13

BUSINESS COMMERCIAL DISTRICT (BC)

Article 13 - Business Commercial District (BC)

**Section 1301. Intent.** The intent of the Business Commercial District (BC) is to provide general commercial areas serving the general needs of both those establishments oriented toward the pedestrian as well as those oriented toward the patrons transported by motor vehicles; to provide for those establishments which are not directly dependent on a major vehicular circulation route or primarily oriented toward travelers on the highway; and may include those establishments which, due to the nature of the merchandise handled, require expansive display areas and large parking lots, such as motor vehicles, trailers, lumber yards and farm implements.

**Section 1302. Permitted Principal Uses and Structures.** The following principal uses and structures shall be permitted in the Business Commercial District (BC):

1. Retail sales, store or business.
2. Finance, insurance and real estate services.
3. Personal and Professional offices or services.
4. Business offices and services, excluding any warehousing and storage services.
5. Electrical repair; radio and television repair; watch, clock and jewelry repair.
6. Residential uses within upper floors, reserving ground floor for commercial uses only.
7. Public and Parochial nursery, primary, intermediate and secondary schools.
8. Educational services.
9. Bus passenger terminals and taxicab transportation.
10. Churches and places of worship, welfare and charitable services; business associations; professional membership organizations; labor unions and similar organizations; and civic, social and fraternal organizations.
11. Restaurants and Taverns.
12. Communications and utility uses.
13. Public buildings and grounds.
14. Convenience stores or filling stations.
15. Hotels and motels.
16. Automobile parking lots and structures.
17. Automobile repair and services.
18. Public uses of an administrative, public service or cultural type including city, county, state, or federal administrative centers and courts, libraries, parks, police and fire stations and other public buildings, structures and facilities.

**EXHIBIT #6**

**PAGE(S) - 3**

19. Funeral and cemetery services.
20. Farm products warehousing and storage, excluding stockyards.
21. Refrigerated warehousing.
22. Household goods warehousing and storage.
23. General warehousing and storage.
24. Automobile service stations.
25. Libraries; museums, art galleries and planetaria; aquariums; historic and monument sites; motion picture theaters; legitimate theaters; auditoriums, exhibition halls, gymnasiums and athletic clubs; ice skating, roller skating and bowling.
26. Car Wash Facilities.
27. Existing single family dwellings.
28. Financial including institutions such as banks, savings and loan associations, credit unions and finance companies.
29. Detached banking facilities (ATM).
30. Sales and showrooms, including service facilities and rental of equipment, provided all displays and merchandise are within the enclosure walls of the buildings.
31. Apartments on floors other than the first floor.

**Section 1303. Permitted Accessory Uses and Structures.** The following accessory uses and structures shall be permitted in the Business Commercial District (BC):

1. Accessory uses and structures normally appurtenant to the permitted uses and structures when established in conformance within the space limits of this district.

**Section 1304. Special Exceptions.** After the provisions of this Ordinance relating to special exceptions have been fulfilled, the City Council may permit as special exceptions in the Business Commercial District (BC):

1. Veterinarian facilities and animal hospitals.
2. Other trade, service and light industrial uses which are similar to the permitted principal uses and which are in harmony with the intent of this district.
3. Telecommunication Towers under the prescribed conditions of Article 30 of this Ordinance.
4. Alternative energy systems utilizing Biomass, Geothermal, Hydropower, Solar and/or Wind sources in conformance with "Net Metering" per Nebraska State Statutes §70-2001 to 2005 (August 30, 2009, as amended). Individual or "Small Wind Energy Conversion Systems (SWECS) shall also be in conformance with the provisions of Section 2117 of this Ordinance.

**Section 1305. Prohibited Uses and Structures.** All other uses and structures which are not specifically permitted or not permissible as special exceptions shall be prohibited from the Business Commercial District (BC).

**Section 1306. Height and Area Regulations.** The minimum lot and maximum height provisions shall be as follows:

	Lot Area (Sq. Ft.)	Lot Width	Front Yard	Side Yard	Rear Yard	Height <sup>1</sup> Principle/Access.
Permitted Principal Uses and Structures	4,500	40' for interior lots and 50' for corner lots.	25' (1)	10' (2)	15'	75' (3)
Single Family Dwelling (existing and replacement only)	5,000	40' for interior lots and 50' for corner lots.	20' (1)	8' on 1 side & 5' on 2 <sup>nd</sup> side of interior lots. (2) (3)	15'	35' / 35'
Other Permitted Uses	4,500	40' for interior lots and 50' for corner lots.	20' (1)	5' (1)	10'	35'

- Notes: (1) Property zoned Business Commercial (BC) adjacent to "B" Street from West 11th Street to East 13th Street shall have a front yard of not less than a depth of 15 feet; provided further that any front yard less than 25 feet shall not be utilized for the parking of vehicles nor be included in space calculations for computing parking requirements. This provision for reduced front yard requirement shall not supersede any other provision of the zoning ordinance, including the requirement for adequate vision triangle at all street intersections.
- (2) All buildings located on lots adjacent to a residential district shall be located so as to conform on the adjacent side with the side yard requirements to the adjacent residential district.
- (3) The height of all buildings and structures shall not exceed seventy-five feet (75'), except that within one hundred feet (100') of the RL, RM, or RM-M Districts, no structure shall exceed thirty-five feet (35'). Telecommunication towers, allowed by special exception, shall not exceed one hundred sixty feet (160').

**Section 1307. Maximum Lot Coverage.** The maximum lot coverage for all buildings shall not be more than seventy (70%) percent of the total lot area.

**Section 1308. Parking Regulations.** Parking within the Business Commercial Districts (BC) shall be in conformance with the provisions of Section 2111 of this Ordinance.

**Section 1309. Fence Regulations.** Fences, walls and hedges within the Business Commercial Districts (BC) shall be in conformance with the provisions of Section 2102 of this Ordinance.

**Section 1310. Sign Regulations.** Signs within the Business Commercial Districts (BC) shall be in conformance with the provisions of Section 2112 of this Ordinance.

ARTICLE 24

SPECIAL EXCEPTIONS

Article 24 - Special Exceptions

**Section 2401. Special Exceptions.** As the zoning ordinance is established at the present time, the McCook City Council has been given the authority to hear and decide requests for special exceptions. This is consistent with State Law; however, the City also has the option to delegating this power to the Planning Commission through the Zoning Ordinance.

**Section 2402. Conditions for Granting Special Exceptions.** A special exception shall not be granted by the City Council unless and until:

1. A written application for a special exception is submitted indicating the section of this ordinance under which the special exception is sought and stating the grounds on which it is requested;
2. Notice shall be given at least ten (10) days in advance of public hearing. The owner of the property for which special exception is sought or his agent shall be notified by certified mail. Notice of such hearings shall be posted on the property for which special exception is sought at least ten (10) days prior to the public hearing;
3. The public hearing shall be held. Any party may appear in person, or agent or attorney;
4. The City Council shall make a finding that is empowered under the section of this Ordinance described in the application to grant the special exception, and that the granting of the special exception will not adversely affect the public interest;
5. Before any special exception shall be issued, the City Council shall make written findings certifying compliance with the specific rules governing individual special exceptions and that satisfactory provisions and arrangements have been made concerning the following where applicable:
  - A. ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
  - B. off-street parking and loading areas where required, with particular attention to the items in A above, and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district;
  - C. refuse and service area, with particular reference to the items in A and B above;
  - D. utilities, with reference to locations, availability, and compatibility;
  - E. screening and buffering with reference to type, dimensions, and character;
  - F. signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect and compatibility and harmony with properties in the district;
  - G. required yards and other open space;
  - H. general compatibility with adjacent properties and other property in the district.
  - I. compatibility with the existing and future land use plans in the McCook Comprehensive Plan.

**EXHIBIT #7**

**PAGE(S) - 1**

**FINDINGS AND DETERMINATIONS OF MCCOOK CITY COUNCIL**

CASE NO. \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

<u>SPECIAL EXCEPTION CONSIDERATIONS:</u>	<u>YES</u>	<u>NO</u>
--	------------	-----------

- |  |       |       |
|--|-------|-------|
| 1. The proposed special exception use would satisfactorily provide for:  |       |       |
| a) ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;                                  | _____ | _____ |
| b) off street parking and loading areas where required, with particular attention to the items in a) above, and the economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district; | _____ | _____ |
| c) refuse and service areas, with particular attention to the items in a) and b) above;  | _____ | _____ |
| d) utilities, with reference to locations, availability and compatibility;   | _____ | _____ |
| e) screening and buffering with reference to type, dimensions and character;   | _____ | _____ |
| f) signs, if any, and proposed exterior lighting with reference to glare, traffic safety and economic effect and comparability and harmony with properties in the district;  | _____ | _____ |
| g) required yard and other open space;   | _____ | _____ |
| h) general compatibility with adjacent properties and other property in the district.  | _____ | _____ |
| i) Compatibility with existing and future land use plan in the McCook Comprehensive Plan.  | _____ | _____ |
| 2. The specific rules governing special exceptions have been complied with.  |       |       |

CITY COUNCIL FINDINGS AND DECISION:

The McCook City Council hereby determines that the special exception will \_\_\_\_\_, will not \_\_\_\_\_ adversely affect the public interest. The special exception herein requested is \_\_\_\_\_, is not \_\_\_\_\_ hereby granted subject to the stipulations noted below, if any.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

## CERTIFICATE OF INSURANCE

**New Hampshire:**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

**All Other States:**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy referenced herein.

In the event the policy is canceled prior to the expiration date, notice will be delivered in accordance with the policy provisions.

<b>YOU AS NAMED INSURED AND YOUR ADDRESS</b>	
CUNNINGHAM RENTALS LLC 408 W 4TH ST MC COOK, NE 69001-3630	

<b>Policy Number:</b> 381-5023112433-01
Policy Period: From 11/21/2025 To 11/21/2026 12:01 A.M. Standard Time
Effective Date of Change: (EN only) 03/10/2026
Underwritten by: Foremost Insurance Company Grand Rapids, Michigan NAIC# 11185

<b>DWELLING INFORMATION</b>	Serial Number: (MH only)
Address:	Unit Covered: (MH only)
204 W 7TH ST, MCCOOK, NE 69001-3505	
Policy Form: Dwelling Fire Three	Dwelling Use: Vacation / Short-Term Rental

<b>ADDITIONAL INTEREST #1</b>	Loan Number:
CITY OF MCCOOK 505 W C ST MC COOK, NE, 69001-3618 Type: Titleholder - Additional Insured Non-resident Endorsement	

<b>ADDITIONAL INTEREST #2</b>	Loan Number:
Type:	

To obtain additional policy information, please contact: <b>Agent Name:</b> HIGHSTREET INSURANCE SERVICES CENTRAL INC. <b>Telephone Number:</b> 308-334-5233
--

**Coverages:** This policy provides only the coverages as shown below and your additional coverages described in the policy.

COVERAGES / ENDORSEMENTS	Amounts of Insurance / Limits of Liability
Dwelling	\$222,000
ExtRep Cost Incl Ord/Law Excl Roof 15Yr Or Older	
Other Structures	\$50,000
Personal Property	\$50,000
Replacement Cost-Personal Property	\$50,000
Loss of Rents	\$22,200
Premises Liability	\$300,000
Medical Payments	\$5,000
Water Backup of Sewers or Drains	\$5,000

**SECTION I - DEDUCTIBLE**

Section I losses or Amounts of Insurance are subject to a deductible of \$5,000 unless stated otherwise in your policy including Endorsements.

<b>TOTAL ANNUAL PREMIUM</b>	\$3,524.00
-----------------------------	------------

Payment Mailing Address Information: <<Include Policy Number>>

Foremost Insurance Group, PO Box 0915, Carol Stream, IL 60132-0915

\* The Total Annual Premium listed is the yearly policy cost. Any policy payments made are not reflected in this amount. See the most recent policy bill for the current amount due.

For Flood Verification - Check if applicable:

This document serves as verification that the policy listed includes the peril of flood.

For Golf Cart Liability Verification: (Applies to Owner-Occupied and Tenant MH only)

**All States Except North Carolina** - Golf cart liability is insured unless the golf cart:

1 - is used for farming or ranching; or

2 - is required to be licensed by applicable state law.

For Certificates issued  
in Louisiana:

LA Dept. of Ins.  
LDI

Cert. of Ins.  
COI

Assigned LDI No.  
N/A

Date (mm/year)  
N/A

McCook Planning Commission  
March 9, 2026  
5:15 P.M.

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

Present: Chair Chad Lyons; Vice Chair Tammie Hilker; Commissioners Camy Bradley, Kelly Hammerlun, Jamie Mockry, Jesse Stevens, Kurt Vosburg.

Absent: Commissioners Matt Davidson, Bobby Gaulke.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on March 5, 2026, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

1. Approve the minutes of the February 9, 2026 regular Planning Commission meeting.

Motion to approve the minutes of the February 9, 2026 regular Planning Commission meeting as amended. This motion, made by Kurt Vosburg and seconded by Tammie Hilker, passed.

Camy Bradley: YEA, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, Jamie Mockry: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 2

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by Cunningham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC) - property located at 204 West 7<sup>th</sup> Street; legally described as Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Cunningham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC)

- property located at 204 West 7<sup>th</sup> Street; legally described as Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Kurt Vosburg, passed. Camy Bradley: YEA, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, Jamie Mockry: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 7, NAY: 0, ABSENT: 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the March 9, 2026 Planning Commission meeting (2 pages), 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 page); Exhibit #5 - Land Use Action Request Form and attachments (10 pages); Exhibit #6 - City of McCook Zoning Ordinance Article 13, Business Commercial District (BC) (3 pages); Exhibit #7 - City of McCook Zoning Ordinance Article 24, Special Exceptions (1 page); and Exhibit #8 - Findings and Determinations of McCook City Council (2 pages).

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

Applicant, Adam Cunningham, was present to address questions from the Commission.

Commissioner Lyons asked if there are sleeping quarters in the basement. Mr. Cunningham responded the basement area is more of a cellar and will be used for a storm shelter. There are no sleeping quarters located in the basement.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Chad Lyons and seconded by Jesse Stevens, passed. Camy Bradley: YEA, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, Jamie Mockry: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 7, NAY: 0, ABSENT: 2

2.B. Recommend approval to the City Council the application for a special exception by Cunningham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC) - property located at 204 West 7<sup>th</sup> Street; legally described as Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied and conditioned upon providing the City of McCook with a certificate of insurance listing the City of McCook as an additional insured.

Motion to recommend approval to the City Council the application for a special exception by Cunningham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC) - property located at 204 West 7<sup>th</sup> Street; legally described as Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied and conditioned upon providing the City of

McCook with a certificate of insurance listing the City of McCook as an additional insured. This motion, made by Chad Lyons and seconded by Kelly Hammerlun, passed.

Camy Bradley: YEA, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, Jamie Mockry: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 2

2.C. Review and discuss proposed changes to the Supplemental District Chapter of the zoning ordinance update.

Staff reviewed and discussion was had regarding Article 21 - Supplementary Regulations, Sections 2115 - 2118.

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 6:14 P.M.

---

Lea Ann Doak, City Clerk-Treasurer  
and Recording Secretary

**CITY MANAGER'S REPORT  
MARCH 16th, 2026 CITY COUNCIL MEETING**

**ITEM: 4.A.**

**RECOMMENDATION:**

**Presentation from Steve McNulty with the State of Nebraska SRF Program on details on Lead service line replacement funding options through SRF.**

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**BACKGROUND:**

The EPA's rule on lead service line replacements is part of the *Lead and Copper Rule Improvements* (LCRI), a major update to the Lead and Copper Rule under the Safe Drinking Water Act. It requires public water systems to identify and publicly inventory all lead service lines and then replace all lead (and certain galvanized) service lines both private and public within 10 years. The LCRI also lowers the federal lead action level from 15 ppb to 10 ppb, strengthens sampling and corrosion control requirements, and expands public education and reporting obligations. This rule represents the most significant overhaul of federal lead-in-water standards in decades and is designed to eliminate lead piping as a source of contamination nationwide.

Steve heads up the State of Nebraska SRF Program and has several different options and details about funding through the SRF.

**FISCAL IMPACT:**

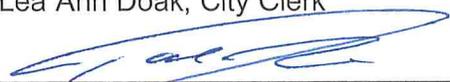
None.

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**APPROVALS:**

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

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

  
\_\_\_\_\_  
Pat Fawver, City Utility Director

Date: 3/12/2026

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

Date: 3/12/26

**CITY MANAGER'S REPORT  
MARCH 2, 2026 CITY COUNCIL MEETING**

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**ITEM:**        5.A.

Approve the minutes of the March 2, 2026 regular City Council meeting.

---

**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

March 12, 2026

McCook City Council  
March 2, 2026  
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, Darcy Rambali.

Absent: City Attorney Nate Mustion.

City Officials present: City Manager Nate Schneider, City Clerk Lea Ann Doak, Assistant City Manager Tera Koetter, Utilities Director Pat Fawver, Fire Chief Marc Harpham, Police Chief Kevin Hodgson, Public Works Director Kyle Potthoff, Senior Services Director Beth Siegfried, Building Inspector Barry Mooney, Water Superintendent Nathaniel Chitwood, and Water Laborer Foreman Trevor Van Pelt.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on February 27, 2026, 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. Councilmember Weedin provided the invocation. 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 Planning Commission meeting is scheduled for March 9, 2026 at 5:15 P.M.

Public Works Director Potthoff extending condolences to Solid Waste Employee, Rick Kinne, upon the recent loss of his wife Lynne. Mr. Potthoff also announced that the city was awarded a Tree

Grant in the amount of \$300,000 for replace of 80 trees within the city and thanked those who helped with the successful application for this grant.

**2. Presentations.**

- 2.A. Presentation from Miller and Associates on details outlining the EPA's mandated lead service line inventory and replacement as well as funding options.

Chris Miller and David Blau, with Miller and Associates gave a presentation detailing the EPA's mandated lead service line inventory and replacement as well as funding options.

It was the consensus of the Council for staff move forward with a presentation from the State of Nebraska regarding the various funding sources available.

**3. Proclamations.**

- 3.A. Approve the proclamation designating the month of March 2026 as "Problem Gambling Awareness Month" and authorize the Mayor to sign.

Motion to approve the proclamation designating the month of March 2026 as "Problem Gambling Awareness Month" and authorize the Mayor to sign. This motion, made by Muehlenkamp and seconded by Rambali, passed.

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

**4. Consent Agenda.**

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

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

- 4.A. Approve the minutes of the February 16, 2026 regular City Council meeting.
- 4.B. Receive and file the claims for the month of January 2026, published February 24, 2026.
- 4.C. Recommend approval to the Nebraska Liquor Control Commission the Application for Manager submitted by Knights of Columbus 1126, 308 East 9th Street, which holds License #I-003702, the applicant being Joshua M. Vrbas.
- 4.D. Adopt Resolution No. 2026-07 providing for the levy of special assessments for costs to abate nuisances, property owned by Donald J. Fout, Jr., located at 1320 East "B" Street, McCook, Nebraska.

**5. Regular Agenda.**

5.A. Update regarding the youth sports complex project.

City Manager Schneider gave an update regarding the youth sports complex project. Due to recent winter storms in eastern Nebraska, Mammoth Construction, relocated those crews to McCook and have begun the laying of turf in the 4-plex; and open house for laying of the turf is scheduled for March 11, 2026 at 4:00 P.M.; and work continues on various grant for the project.

5.B8 Council Comments.

Mayor Taylor thanked Assistant City Manager Koetter, other city staff, and Jessica Bortner for all of their hard work on grants, bringing funding into the City for various projects.

**Adjournment.**

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:12 P.M.

---

Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT  
MARCH 16, 2026 CITY COUNCIL MEETING

ITEM: **5.B.**

**RECOMMENDATION:**

**AWARD THE CONTRACT FOR THE NORTH POINTE PHASE III PAVING AND UTILITIES TO PAULSEN, INC. OF COZAD, NE IN THE AMOUNT OF \$645,894.00 FOR THE BASE BID PLUS \$19,520.00 FOR ALTERNATE NO. 1, THAT BEING THE LOWEST BEST BID.**

**BACKGROUND**

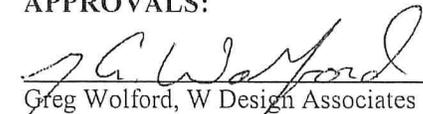
On March 10<sup>th</sup> bids two bids were received for the above project. Paulsen, Inc. of Cozad submitted the lowest bid. Attached are the bid tabulations for this project.

The Engineer's estimate for the base bid was \$644,457.00. Included with Paulsen's bid was a projected start date of April, 2026 and a projected completion date of June, 2026.

As a reminder, this project is being funded through MEDC by Tax Increment Financing so there is no cost to the City of McCook.

**FISCAL IMPACT:** None.

**APPROVALS:**

  
\_\_\_\_\_  
Greg Wolford, W Design Associates

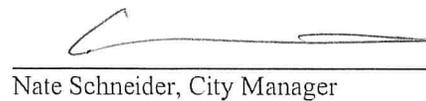
Date: 11 Mar 26

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

Date: 3/11/26

  
\_\_\_\_\_  
Pat Fawver, Utilities Director

Date: 3/11/2026

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

Date: 3/12/26

**Bid Tabulation**  
**City of McCook - North Pointe Phase III Paving & Utilities Project**  
**McCook, NE 69001**

Bid Date: March 10, 2026 @ 2:30 P.M.

CONTRACTOR	TOTAL BASE BID	TOTAL ALTERNATE BID	ADD. NO. 1	START DATE	COMPLETION DATE	BID BOND	NOTES
Adams Construction PO Box 657 Arapahoe, NE 68922 308-962-7918	No Bid						
BSB Construction 209 East 2nd Street Curtis, NE 69025 308-367-4398	\$667,042.44	\$20,171	Yes	13-Apr-26	31-Jul-26	Yes	
Core & Main 1707 S 149th St. Omaha, NE 68138 402-896-6173	No Bid						
Gerth Concrete Construction PO Box 817 McCook, NE 69001 308-345-6095	No Bid						
Leasling Inc. 72780 Hwy 283 Arapahoe, NE 68922 308-962-4224	No Bid						
Level LLC 502 S. Dewey St. North Platte, NE 69101 308-532-4966	No Bid						
Midlands Contracting 1007 S 1st Ave Place Kearney, NE 68847 308-237-7979	No Bid						
MJJ Concrete Construction 71859 Calabria McCook, NE 69001 308-340-2989	No Bid						
Myers Construction 79849 NE-2 Broken Bow, NE 68822 308-643-7190	No Bid						
Paulsen, Inc. P. O. Box 17 Cozad, NE 69130 308-784-3333	\$645,894.00	\$19,520	Yes	April 2026	June 2026	Yes	
Vankirk Bros 1200 West Ash St. Sutton, NE 68979 402-773-5250	No Bid						
Strope Enterprises 308-340-5989	No Bid						

**Detailed Bid Tabulation**  
**City of McCook**  
**North Point Phase III Paving & Utilities Project**  
**Bid Date: March 10, 2026 @ 2:30 P.M.**

BASE BID		Paulsen, Inc.		BSB Construction Inc.	
		1116 East Highway 30 Cozad, NE 69130		209 E. 2nd St Curtis, NE 69025	
Item	Est. Quantity Units	Unit Price	Total Price	Unit Price	Total Price
1. Mobilization	1 LS	\$ 85,000.00	\$ 85,000.00	\$ 71,250.00	\$ 71,250.00
2. Clearing & Grubbing	1 LS	\$ 4,500.00	\$ 4,500.00	\$ 1,725.00	\$ 1,725.00
3. 6" Strippings	2,333 CY	\$ 4.00	\$ 9,332.00	\$ 3.75	\$ 8,748.75
4. Excavation	5,609 CY	\$ 4.00	\$ 22,436.00	\$ 5.05	\$ 28,325.45
5. Embankment	6,845 CY	\$ 2.00	\$ 13,690.00	\$ 4.25	\$ 29,091.25
6. Borrow	1,641 CY	\$ 13.00	\$ 21,333.00	\$ 12.64	\$ 20,742.24
7. Remove Concrete	9 SY	\$ 250.00	\$ 2,250.00	\$ 15.55	\$ 139.95
8. Build 36" Curb and Gutter - 6" Thick	2,120 LF	\$ 15.00	\$ 31,800.00	\$ 20.00	\$ 42,400.00
9. Build 6" Concrete Pavement	3,416 SY	\$ 57.00	\$ 194,712.00	\$ 63.00	\$ 215,208.00
10. Adjust Manhole To Grade Bituminous Foundation Course 2" -	1 EA	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
11. Sand/Gravel	4,122 SY	\$ 4.00	\$ 16,488.00	\$ 4.00	\$ 16,488.00
12. Subgrade Preparation	4,122 SY	\$ 6.00	\$ 24,732.00	\$ 2.00	\$ 8,244.00
13. Build 6" Rock Drive	192 SY	\$ 20.00	\$ 3,840.00	\$ 12.45	\$ 2,390.40
14. Adjust Water Valve To Grade	1 EA	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
15. Install 6" D.I. 90 Degree Elbow	1 EA	\$ 800.00	\$ 800.00	\$ 705.00	\$ 705.00
16. Install 6" x 6" x 6" D.I. Tee	3 EA	\$ 1,100.00	\$ 3,300.00	\$ 835.00	\$ 2,505.00
17. Install 6" D.I. Plug	1 EA	\$ 400.00	\$ 400.00	\$ 370.00	\$ 370.00
18. Fire Hydrant 5'-0" Bury	3 EA	\$ 6,000.00	\$ 18,000.00	\$ 5,595.00	\$ 16,785.00
19. 6" Gate Valve with Riser	5 EA	\$ 2,700.00	\$ 13,500.00	\$ 2,350.00	\$ 11,750.00
20. 6" PVC Main with Tracer Wire	1,080 LF	\$ 40.00	\$ 43,200.00	\$ 45.35	\$ 48,978.00
21. 8" PVC Sewer Main	455 LF	\$ 52.00	\$ 23,660.00	\$ 55.80	\$ 25,389.00
22. Install 30" Corrugated HDPE Pipe	237 LF	\$ 92.00	\$ 21,804.00	\$ 106.20	\$ 25,169.40
23. Install 12" Corrugated HDPE Pipe	54 LF	\$ 48.00	\$ 2,592.00	\$ 63.95	\$ 3,453.30
24. Install 48" Precast Manhole	3 EA	\$ 9,200.00	\$ 27,600.00	\$ 11,765.00	\$ 35,295.00
25. Signs & Barricades	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 3,050.00	\$ 3,050.00
26. Seeding Type A	2 AC	\$ 5,800.00	\$ 11,600.00	\$ 1,215.00	\$ 2,430.00
27. Build NDOT Standard Inlet Y = 6'-0"	1 EA	\$ 7,800.00	\$ 7,800.00	\$ 9,750.00	\$ 9,750.00
28. Build NDOT Standard Inlet Y = 10'-0"	1 EA	\$ 9,000.00	\$ 9,000.00	\$ 11,010.00	\$ 11,010.00
29. Build NDOT Standard Concrete Collar	2 EA	\$ 1,300.00	\$ 2,600.00	\$ 1,510.00	\$ 3,020.00
30. Build Concrete Headwall	2 EA	\$ 2,100.00	\$ 4,200.00	\$ 2,210.00	\$ 4,420.00
31. Build Concrete Outlet Structure	1 LS	\$ 12,000.00	\$ 12,000.00	\$ 10,535.00	\$ 10,535.00
32. Install Rip Rap & Geo Fabric	33 SY	\$ 75.00	\$ 2,475.00	\$ 85.15	\$ 2,809.95
33. Silt Fence	485 LF	\$ 10.00	\$ 4,850.00	\$ 7.35	\$ 3,564.75
<b>BASE BID TOTAL</b>		\$ 645,894.00		\$ 667,042.44	
ALTERNATE BID					
Item	Est. Quantity Units	Unit Price	Total Price	Unit Price	Total Price
Install 6" x 6" x 6" D.I. Tee	2 EA	\$ 1,200.00	\$ 2,400.00	\$ 835.00	\$ 1,670.00
Re-Use & Install 6" D.I. Plug	2 EA	\$ 300.00	\$ 600.00	\$ 370.00	\$ 740.00
6" Gate Valve with Riser	2 EA	\$ 2,500.00	\$ 5,000.00	\$ 2,350.00	\$ 4,700.00
6" PVC Main with Tracer Wire	288 LF	\$ 40.00	\$ 11,520.00	\$ 45.35	\$ 13,060.80
<b>ALTERNATE BID TOTAL</b>		\$ 19,520.00		\$ 20,170.80	
<b>COMBINED TOTAL</b>		\$ 665,414.00		\$ 687,213.24	

**CITY MANAGER'S REPORT**  
**MARCH 16, 2026 MCCOOK CITY COUNCIL MEETING**

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**ITEM 5.C.**

Approve Resolution No. 2026-08 approving the City of McCook to join the National Purchasing Cooperative (a/k/a Buyboard) purchasing program in accordance with the Joint Public Agency Act.

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**BACKGROUND:**

The National Purchasing Cooperative is a cooperative purchasing organization that provides contracts competitively solicited by public agencies for a wide array of products and services. Attached to this report is a proposed Interlocal Participation Agreement for the McCook City Council's consideration. The Agreement has been established through rigorous and transparent competitive solicitations conducted in accordance with public procurement guidelines to ensure purchasing group members (ie. the City of McCook) stay in compliance with federal and state bidding rules. The City of McCook has already registered as a purchasing group member of Sourcewell and Equalis, similar purchasing organizations that specialize in securing competitive bids for public entities.

A copy of the Purchasing Agreement is attached hereto for your consideration.

**APPROVALS:**

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

March 12, 2025

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

March 12, 2025

CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. 2026-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, TO JOIN THE NATIONAL PURCHASING COOPERATIVE (BUYBOARD) PURCHASING PROGRAM IN ACCORDANCE WITH THE JOINT PUBLIC AGENCY ACT.

RECITALS

A. WHEREAS, the Nebraska Joint Public Agency Act (the "Act") authorizes collaboration between public agencies, both within and outside Nebraska, to provide services that support the geographic and economic needs of local communities. NEB. REV. STAT. § 13-2502.

B. WHEREAS, the City of McCook, Nebraska (the "City"), has elected to join the National Purchasing Cooperative Purchasing Program (the "Cooperative"), a program that facilitates collaboration between public agencies in cooperative purchasing.

C. WHEREAS, the municipal code adopted by the City authorizes cooperative purchasing. Purchasing Procedure § 34.30(K).

D. WHEREAS, the City is authorized to enter into the National Purchasing Cooperative Purchasing Program by executing the National Purchasing Cooperative Interlocal participation Agreement (a copy of which is attached hereto as **Exhibit A** incorporated herein by reference) pursuant to the Act. NEB. REV. STAT. § 13-2502.

E. WHEREAS, the City desires to participate and join with other public agencies in the discharge of their respective public and governmental purposes, objectives, needs, programs, functions, and services relative to purchasing.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of McCook, Nebraska, as follows:

1. The City hereby authorizes the Mayor of the City of McCook to execute the National Purchasing Cooperative Interlocal Participation Agreement.
2. That execution of this Resolution is conclusive evidence that the City Council, as the governing body for the City, has approved of this action and granted the authority described herein. The City Council warrants that it has, and at the time of this action had, full power and lawful authority to adopt this instrument.

Dated this 16<sup>th</sup> day of March, 2026.

CITY OF MCCOOK, NEBRASKA

By: \_\_\_\_\_  
Linda Taylor, Ex-officio Mayor  
and President of the Council

ATTEST:

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



## NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (“Agreement”) is made and entered into on the date indicated below by and between the National Purchasing Cooperative (“Cooperative”), an administrative agency of cooperating local governments and other governmental entities, acting on its own behalf and the behalf of all participating governmental entities, and the undersigned governmental entity (“Cooperative Member”).

### I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement; and

WHEREAS, the purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows:

### II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement, as last amended and restated, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement establishes the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to the Organizational Interlocal Agreement.

2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing prior written notice, then this Agreement will be deemed an Amendment by Notice, effective on the 61<sup>st</sup> day that the Cooperative Member is sent notice of this Agreement. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member’s initial term (not the effective date of the amendment), unless the Agreement is sooner terminated in accordance with the provisions herein.

### 3. Termination.

(a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by 30 days prior written notice to the Cooperative as provided in Article III, Section 14, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving 10 days notice as provided in Article III, Section 14, to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving 30 days notice as provided in Article III, Section 14, to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to any distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided through this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and BuyBoard trade name are owned by the Texas Association of School Boards, Inc. ("TASB"), and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative that apply to Cooperative Members. The Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on and applicable to the Cooperative Member. In addition to any other notice method specified in this Agreement, notice under this Section may be satisfied by posting of the applicable bylaws,

policy, or procedure on the Cooperative's website or BuyBoard application landing page for Cooperative Members.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to review and audit the relevant and available records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to handle the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative (as an entity) in any litigation, claim or dispute which arises from the services provided by the Cooperative. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement and pertaining to the collective or predominant interest of Cooperative Members. Nothing herein grants the Cooperative any rights to file, defend, or settle any claim on behalf of the Cooperative Member in its individual capacity.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:

- a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
- b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
- c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.

d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS, AND SERVICING CONTRACTORS, WHETHER CURRENT OR FORMER AND INCLUDING TASB, (“COOPERATIVE AND ASSOCIATES”) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE AND ASSOCIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by law and without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

- a) Neither party waives any immunity from liability afforded under law;
- b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member’s purchase activity, within 12 months of when the lawsuit or action was filed; and
- d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney’s fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of Cooperative and Associates up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member’s purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative’s Bylaws and Organizational Interlocal Agreement, as amended and restated, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by email to BuyBoard Administrator at membership@buyboard.com; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, P.O. Box 400, Austin, Texas 78767-0400; by overnight courier or hand delivery to National Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759; or by other mode of delivery typically

used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by email to the Cooperative Member's Coordinator or other email address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or by other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original, including any Cooperative Member signature executed by click and accept or similar electronic signature and acceptance. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, the undersigned individual represents that the individual is duly authorized by all requisite administrative action required to enter into and bind the entity that is a party to this Agreement.

*[Signature page follows.]*



**CITY MANAGER'S REPORT  
MARCH 16, 2026 MCCOOK CITY COUNCIL MEETING**

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**ITEM:** 5.D.

**RECOMMENDATION: RECEIVE AND FILE CHANGE ORDERS NUMBERED 6 AND 7 FOR THE P.F.C. GERALD L. WALTERS YOUTH SPORTS COMPLEX.**

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**BACKGROUND:**

The accompanying change orders are part of the P.F.C. Gerald L. Walters Youth Sports Complex project. The City of McCook's guaranteed maximum price will be adjusted to account for a gable light at the front entrance of the facility in the amount of \$1,488 and a 45' hexagonal shade structure in the amount of \$71,290 to provide shade. Staff has submitted a grant application to AARP to assist with paying the cost of the shade structure. Staff recommends the use of ACE Community Betterment funds to assist with the costs of the shade structure, as well.

**APPROVALS:**

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

March 12, 2026

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

March 12, 2026





**MAMMOTH**

Mammoth Sports Construction, LLC  
 3922 74th St  
 Meriden, Kansas 66512  
 Phone: (785) 400-6136

**PCCO #007**

**Project:** 24-4276 - City of McCook RFQ  
 North of West Q Street and West 17th Street  
 McCook, Nebraska 69001

**Prime Contract Change Order #007: Owner CO - 45' Hexagonal Shade Structure**

<b>TO:</b>	City of McCook 505 West C. St. McCook, Nebraska 69001	<b>FROM:</b>	Mammoth Sports Construction 3922 74th St Meriden, Kansas 66512
<b>DATE CREATED:</b>	3/02/2026	<b>CREATED BY:</b>	Courtney McDonald (Mammoth Sports Construction)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>		<b>EXECUTED:</b>	No
<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	2:Package A, B, & C	<b>TOTAL AMOUNT:</b>	\$71,290.00

**DESCRIPTION:**  
 CE #042 - Owner CO - 45' Hexagonal Shade Structure  
 Owner CO for material and install of a 45' diameter by 10' H hexagonal shade structure.

Total = \$71,290

**ATTACHMENTS:**

**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

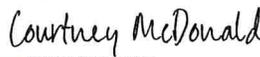
PCO #	Title	Schedule Impact	Amount
007	Owner CO - 45' Hexagonal Shade Structure		\$71,290.00
<b>Total:</b>			\$71,290.00

The original (Contract Sum)	\$16,898,020.79
Net change by previously authorized Change Orders	\$91,483.60
The contract sum prior to this Change Order was	\$16,989,504.39
The contract sum would be changed by this Change Order in the amount of	\$71,290.00
The new contract sum including this Change Order will be	\$17,060,794.39
The contract time will not be changed by this Change Order.	

City of McCook  
 505 West C. St.  
 McCook, Nebraska 69001

Mammoth Sports Construction  
 3922 74th St  
 Meriden, Kansas 66512

Signed by:  
  
 3/5/2026  
 538EF5BE18B44C8  
 SIGNATURE DATE

Signed by:  
  
 3/5/2026  
 D65031A81B91444...  
 SIGNATURE DATE

**CITY MANAGER'S REPORT  
MARCH 16, 2026 CITY COUNCIL MEETING**

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**ITEM:**        5.E.

**RECOMMENDATION:**

Accept the minutes of the March 9, 2026 Planning Commission meeting.

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**BACKGROUND:**

Accept minutes from various board and commission meetings.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

March 12, 2026

McCook Planning Commission  
March 9, 2026  
5:15 P.M.

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

Present: Chair Chad Lyons; Vice Chair Tammie Hilker; Commissioners Camy Bradley, Kelly Hammerlun, Jamie Mockry, Jesse Stevens, Kurt Vosburg.

Absent: Commissioners Matt Davidson, Bobby Gaulke.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on March 5, 2026, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

1. Approve the minutes of the February 9, 2026 regular Planning Commission meeting.

Motion to approve the minutes of the February 9, 2026 regular Planning Commission meeting as amended. This motion, made by Kurt Vosburg and seconded by Tammie Hilker, passed.

Camy Bradley: YEA, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, Jamie Mockry: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 2

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by Cunningham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC) - property located at 204 West 7<sup>th</sup> Street; legally described as Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Cunningham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC)

- property located at 204 West 7<sup>th</sup> Street; legally described as Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Kurt Vosburg, passed. Camy Bradley: YEA, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, Jamie Mockry: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the March 9, 2026 Planning Commission meeting (2 pages), 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 page); Exhibit #5 - Land Use Action Request Form and attachments (10 pages); Exhibit #6 - City of McCook Zoning Ordinance Article 13, Business Commercial District (BC) (3 pages); Exhibit #7 - City of McCook Zoning Ordinance Article 24, Special Exceptions (1 page); and Exhibit #8 - Findings and Determinations of McCook City Council (2 pages).

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

Applicant, Adam Cunningham, was present to address questions from the Commission.

Commissioner Lyons asked if there are sleeping quarters in the basement. Mr. Cunningham responded the basement area is more of a cellar and will be used for a storm shelter. There are no sleeping quarters located in the basement.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Chad Lyons and seconded by Jesse Stevens, passed. Camy Bradley: YEA, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, Jamie Mockry: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 2

2.B. Recommend approval to the City Council the application for a special exception by Cunnigham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC) - property located at 204 West 7<sup>th</sup> Street; legally described as Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied and conditioned upon providing the City of McCook with a certificate of insurance listing the City of McCook as an additional insured.

Motion to recommend approval to the City Council the application for a special exception by Cunnigham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC) - property located at 204 West 7<sup>th</sup> Street; legally described as Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied and conditioned upon providing the City of

McCook with a certificate of insurance listing the City of McCook as an additional insured. This motion, made by Chad Lyons and seconded by Kelly Hammerlun, passed.

Camy Bradley: YEA, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, Jamie Mockry: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA

YEA: 7, NAY: 0, ABSENT: 2

2.C. Review and discuss proposed changes to the Supplemental District Chapter of the zoning ordinance update.

Staff reviewed and discussion was had regarding Article 21 - Supplementary Regulations, Sections 2115 - 2118.

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 6:14 P.M.

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Lea Ann Doak, City Clerk-Treasurer  
and Recording Secretary

**CITY MANAGER'S REPORT**  
**MARCH 16, 2026 MCCOOK CITY COUNCIL MEETING**

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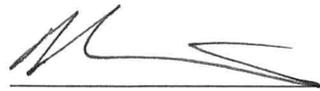
ITEM NO. **6.A.** Update regarding the youth sports complex project.

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**BACKGROUND:**

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

**APPROVALS:**



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Nathan A. Schneider, City Manager

March 12, 2026



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Lea Ann Doak, City Clerk

March 12, 2026