

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, May 4, 2026
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

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

Pledge of Allegiance.

Call to Order.

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. Public Hearings.
 - A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding a meeting held April 27, 2026.
 1. Adjourn the Public Hearing.
 - B. Accept the minutes of the January 26, 2026 Economic Development Plan Citizen's Advisory Review Committee meeting.
3. Proclamations.
 - A. Approve the proclamation designating May 11 through May 16, 2026 as "National Police Week" and May 15, 2026 as "Police Officer Memorial Day" and authorize the Mayor to sign.
4. Consent Agenda.

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

 - A. Approve the minutes of the May 4, 2026 regular City Council meeting.
 - B. Receive and confirm Change Order No. 1 for Project No. 3-31-0052-20/21/22 at McCook Ben Nelson Regional Airport in the amount of \$1,529.00 for a change in the location of the electrical meter and disconnect and an upsize in conduit from 1 1/2" to 3" between the transformer and the meter.

- C. Approve an application from Nebraska Public Power District (NPPD) to occupy city right-of-way for the purpose of installing underground electric conduit, cable and one new ground-level junction box from the south side of West "Q" Street to the north side of West "Q" Street; location 1604 West "Q" Street.
 - D. Approve an application from Nebraska Public Power District (NPPD) to occupy city right-of-way for the purpose of installing underground electric conduit, cable and one new ground-level junction box from the south side of West "Q" Street to the north side of West "Q" Street; location 1511 West "Q" Street.
 - E. Authorize Karrie Steely to park her camper in the northwest corner of the East 1st and "D" Street parking lot beginning May 5, 2026 and continuing through May 31, 2026 for a place to store and set up supplies for a community mural project, as well as use of the water hydrant for cleaning paint supplies.
 - F. Accept the City of McCook - Tax Increment Financing Annual Report - dated April 2026.
 - G. Adopt Resolution No. 2026-12 approving an agreement with McCook Keno, LLC for the operation of a keno-type lottery in the City of McCook for a period of five years.
5. Regular Agenda.
- A. Approve an Option Agreement between the City of McCook and Hoppe & Son, LLC for the grant of an option to purchase real property, preliminarily described as Lots 7 and 8, Block 2, Walters First Addition to the City of McCook, Red Willow County, Nebraska.
 - B. Update regarding the youth sports complex project.
 - C. Ordinance No. 2026-3116 renaming "16th Street West, "R" Street, and "S" Street", all in Four Corners Addition to the City of McCook, Red Willow County, Nebraska.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
 - 3. Final passage of Ordinance No. 2026-3116.
 - 4. Chairperson declaration after vote, if approved.
 - D. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
MAY 4, 2026 CITY COUNCIL MEETING**

ITEM: **2.A.** Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review committee regarding meeting held April 27, 2026.


ITEM: **2.B.** Accept the minutes of the January 26, 2026 Economic Development Plan Citizen's Advisory Review Committee meeting.

BACKGROUND:

Quarter Economic Development Plan Citizen's Advisory Review Committee meetings were held on January 26, 2026 and April 27, 2026. Per the City's Plan, a public hearing will be held to discuss the contents of the meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

April 29, 2026



Tera Koetter, Assistant City Manager

April 29, 2026



Nathan A. Schneider, City Manager

April 29, 2026

EXHIBIT #1

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NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mayor and City Council of McCook, Nebraska will hold a public hearing on May 4, 2026 at 5:30 p.m. in the Council Chambers at the McCook Municipal Center concerning the findings and suggestions of the LB840 Citizens Advisory Committee regarding the functions and progress of the economic development program for the City of McCook. Individuals requiring physical or sensory accommodations including interpreter service, braille, large print, or recorded materials, please contact the City Clerk at 308-345-2022.

-s- Lea Ann Doak
City Clerk-Treasurer

Publish: April 30, 2026.

EXHIBIT #2

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AGENDA

**ECONOMIC DEVELOPMENT PLAN
CITIZEN'S ADVISORY REVIEW COMMITTEE**

QUARTERLY MEETING

MONDAY, April 27, 2026

12:00 P.M.

HERITAGE SENIOR CENTER CONFERENCE ROOM

CALL TO ORDER

*A Copy of the Open Meetings Act is posted and available for public review in the meeting room at the Heritage Senior Center.

- ITEM NO. 1** Review and approve minutes of the January 26, 2026 meeting.
- ITEM NO. 2** Review McCook LB840 Economic Development Program Quarterly Reports.
- ITEM NO. 3** Update of LB840 Program Balances.
- ITEM NO. 4** MEDC Director's Report
- ITEM NO. 5** Open Discussion
- ITEM NO. 6** Next meeting date: July 27, 2026
- ITEM NO. 7** Adjournment

McCook Growth Fund (LB840) AVAILABLE FUNDS

Program Year 10/01/25-09/30/2026

Q2 - Balances as 03/31/2025

	Program Balance	Reserved Funds	Available
Loan, Grants and Projects	\$ 1,080,064.69		
North Pointe Ph. III - Infrastructure		\$200,000.00	
North Pointe Ph. II - Term Loan Interest (estimate)		\$62,000.00	
Business Park Phase II 2026 Interest, Legal, & Professional		\$90,000.00	
The Retail Coach - Contracting Consulting Services		\$32,500.00	
Publishing Fees		\$46.44	
Early Childhood Education			
New Provider Scholarship/Startup Funds/Infant Incentives - YTD		\$3,600.00	
*Early Childhood Donation YMCA		\$60,000.00	
Total Reserved and Committed		<u>\$448,146.44</u>	
Total Funds Available			<u><u>\$ 631,918.25</u></u>

*This will be paid over 5 year @ \$20,000 per year

\$20,000 - 2025 (pd. January 2025)

\$20,000 - 2026 (pd. January 2026)

\$20,000 - 2027

\$20,000 - 2028

\$20,000 - 2029

McCook Growth Fund (LB840) PROGRAM BALANCES (MEDC format)

Program Year 10/01/25 - 9/30/26

Q2 - 03/31/2026

	Beginning	YTD	YTD	Ending
	Cash on Hand	Receipts	Expenditures	Balance
Loan & Grant Program	\$ 997,168.12	\$ 157,551.48	\$ 96,792.90	\$ 1,080,064.69
Loan Repayments		\$ 23,514.59		
Legal			\$ 7,176.00	
Publishing			\$ 46.44	
Miscellaneous				
Interest		\$ 5,845.84		
TOTAL				
 Ending Balance				
 MEDC Administration	\$ -	\$ 109,999.98	\$ 109,999.98	\$ -

Program
Total

\$ 1,080,064.69

\$ 1,080,064.69

McCook Growth Fund (LB840) Loan Status Report
03-31-2026

Current Loans	Loan Amount (a)	Late Payment Fees (b)	Interest Rate	Loan Term (Years)	Date Loan Made	Loans Interest Earned (c)	Payments Made (d)	Loan Balance Remaining (a+b+c-d)	Loan Status
City of McCook (Walter's Land Purchase)	\$ 250,000.00		0%		10/1/2024	\$ -	\$ -	\$ 250,000.00	Current
MEDC North Pointe Phase II	\$ 240,341.37		0%		7/23/2024	\$ -	\$ -	\$ 240,341.37	Current
HOKYL, LLC (Purchased Bee Little)	\$ 100,000.00		4%	5	4/1/2024	\$ 7,524.38	\$ 24,336.00	\$ 83,188.38	Current
Early Morning Cackle, LLC	\$ 55,700.00	\$ 240.00	3%	10	3/19/2020	\$ 7,333.78	\$ 38,568.11	\$ 24,705.67	Current
American Agricultural Laboratory	\$ 75,000.00		2%	10	2/5/2017	\$ 7,749.26	\$ 75,911.10	\$ 6,838.16	Current
Clary Village Equity (Non-Recourse Loan)	\$ 120,000.00		4%	15	3/16/2015	\$ 48,686.50	\$ 47,304.65	\$ 121,381.85	Current*
MEDC Clary Village TIF	\$ 178,622.92		0%	17	3/16/2015	\$ 0.00	\$ 108,444.46	\$ 70,178.46	Current
East Ward Village (Non-Recourse Loan)	\$ 105,000.00		2%	15	7/11/2012	\$ 16,599.02	\$ 98,286.58	\$ 15,754.59	Current
Totals	\$ 1,124,664.29	\$ 240.00				\$ 87,892.94	\$ 392,850.90	\$ 812,388.48	

*This Non-Recourse Developer Loan/Agreement structure requires loan payments from available Net Cash Flow as outlined in the Operating Agreement over the agreed term. At the Maturity Date, the borrower is responsible for the unpaid principal balance and accrued interest. Given its non-recourse nature, any remaining balance after the Maturity Date may prompt MEDC to seek final payment from the borrower or explore grant options. Ultimately, at the term's end, MEDC would acquire all land, property, and project equity, typically of significantly higher value.

McCook Growth Fund (LB840) Economic Development Program
Second Quarter Report
October 1, 2025 - September 30, 2026

Approved, but not yet completed or paid:

North Pointe Housing Development **2026** **\$272,000.00**

As housing development advances in North Pointe Addition, infrastructure improvements are largely complete, including street paving and installation of water, sewer, and electrical services. The project is supported through a combination of TIF and other funding sources, with MEDC carrying interest that will be offset over time through lot and home sales, ensuring long-term sustainability.

With construction progressing along S Street, planning is shifting toward Phase III in 2026, beginning with street and utility design. Approximately \$200,000 is being reserved for these improvements. In addition, \$72,000 is set aside as a contingency for annual interest payments, as current TIF revenues have not yet fully met obligations, though no shortfall is anticipated.

Early Childhood / MEDC Infant Incentive Program **2025/2026** **\$20,000.00**

The MEDC Board of Directors remains committed to supporting early childcare and education in our community. Our funding continues to provide resources for the Infant Program as well as Startup and Expansion initiatives, with the goal of sustaining and enhancing the efforts of local early childcare providers and centers.

Early Childhood/Youth Dev. Center Donation to YMCA Proj. **2025/2029** **\$60,000.00**

The MEDC demonstrates its commitment to early childcare in McCook through initiatives that support our community providers. These programs are essential in aiding families and fostering workforce development, ensuring our youngest residents receive exceptional care and education. The board has furthered its support by committing \$100,000 over 5 years (\$20,000 annually) to the YMCA's renovation and expansion project. This funding will specifically benefit the Early Childhood/Youth Development Center, enhancing programming, activities, child watch services, and more. The first payment was made in 2025.

McCook Business/Industrial Park Expansion **2025/2026** **\$90,000.00**

The McCook Business Park Phase II expansion is nearing completion, with significant progress made over the past year. A key milestone is the newly constructed industry track and spur, which has been inspected by BNSF; final feedback is pending to make it fully operational and ready for tenant use.

Performance Plus is also advancing well, nearing completion of its facility, with three full-time employees hired and initial feed production underway. As operations are refined, the company plans to scale production and expand its workforce, contributing further to the local economy.

LB 840 Expenses in the 1st Quarter

Loan, Grant, and Program Fund

Legal Services – Cline Williams Attorneys **2026** **\$7,176.00**

MEDC has played a lead role in advancing the St. Catherine’s building redevelopment, working closely with the developer on the LIHTC project, supporting property acquisition for the City/CDA, and coordinating project mitigation efforts. Legal services through Cline Williams were utilized to structure the purchase agreements and development contracts.

MEDC Infant Incentive Program **2026** **\$1,800.00**

During this quarter, we received three claim requests from an early childcare provider covering the infant incentives for the fiscal quarter.

Publishing Fees **2026** **\$46.44**

Other Expenses

Program Administration and Operations	01/14/2026	\$18,333.33
Program Administration and Operations	02/19/2026	\$18,333.33
Program Administration and Operations	03/11/2026	\$18,333.33

McCook Growth Fund (LB840) Economic Development Program
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Performance Plus is also advancing well, nearing completion of its facility, with three full-time employees hired and initial feed production underway. As operations are refined, the company plans to scale production and expand its workforce, contributing further to the local economy.

**ECONOMIC DEVELOPMENT PLAN
CITIZEN'S ADVISORY REVIEW COMMITTEE
MEETING MINUTES**

Monday – January 26, 2026
12:00 P.M. at the Heritage Senior Center Conference Room

The Economic Development Plan Citizen's Advisory Review Committee of the City of McCook was called to order by Sean Wolfe and began at 12:15 P.M.

A copy of the Open Meetings Act is posted on the in the Heritage Senior Center Conference room and is available for public review.

Present: Members: Sean Wolfe, Warren Jones, Sarah Renner, Rick Sinner, Nate Schneider, City Manager; Charlie McPherson, MEDC Director; Tera Koetter, Assistant City Manager; Tracy Burkey, Recording Secretary.

Absent: Members: Jordan Johnson, Jeanette Peters, and Alexis Davidson

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on January 22, 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 Economic Development Plan Citizen's Advisory Review Committee. Availability of the agenda was communicated in advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

(1) REVIEW AND APPROVE MINUTES OF October 27, 2025, MEETING.

Jones introduced a motion to approve October 27, 2025, minutes; Sinner seconded the motion. All members present voted in the affirmative. Motion passed. 4 VOTES YEA, 0 NAY, 3 ABSENT.

(2) REVIEW LB840 ECONOMIC DEVELOPMENT PROGRAM QUARTERLY REPORTS.

MEDC Director McPherson reviewed the McCook Growth Fund Program Balances and McCook Growth Fund Available Funds reports prepared by MEDC for the 10/01/24 – 09/30/25 program year with the committee.

As of 12/31/2025 the LB840 Program balance is \$1,047,230.96. Funds are currently allocated in the amount of \$446,323.05. This leaves an available balance of \$600,907.91.

(3) UPDATE OF REVENUES COLLECTED The McCook Growth Fund Loan Status Report shows all loans current. Straight Align, LLC paid their loan in full. The LB840 Program Balances report was provided.

EXHIBIT #4

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(4) ECONOMIC DEVELOPMENT DIRECTOR REPORT

Approved, but not yet completed or paid:

North Pointe Housing Development

“As the housing development progresses, we are actively enhancing infrastructure within the North Pointe Addition project area. Our strategy integrates Tax Increment Financing (TIF) and other funding sources to support these improvements. Street paving, along with the installation of water, sewer, and electrical services, has been successfully completed. To manage initial costs, the MEDC is accruing interest in the project funds, which will be offset by proceeds from lot and house sales over time. This approach ensures sustainable financing through TIF revenues throughout the project’s duration.

As housing construction continues along S Street, we are beginning to shift our focus to Phase III of the development project in 2026. The first step in advancing Phase III will be planning and design of street extensions and utility infrastructure. As part of our contingency planning, we anticipate reserving approximately \$200,000 for Phase III street and infrastructure improvements scheduled to begin in 2026.

Additionally, as part of the ongoing development of this housing subdivision, we are reserving the \$72,000 for the project’s annual interest payment. While we have begun receiving TIF revenues for the project, those payments have not yet reached a level sufficient to fully cover the annual obligation. This allocation is being held as a contingency in the event of shortfalls. While we do not anticipate needing to utilize these funds, they are being reserved as a financial safeguard for the project.”

Early Childhood/MEDC Infant Incentive Program

“The MEDC Board of Directors remains committed to supporting early childcare and education in our community. Our funding continues to provide resources for the Infant Program as well as Startup and Expansion initiatives, with the goal of sustaining and enhancing the efforts of local early childcare providers and centers.”

Early Childhood/Youth Development Center Donation to YMCA project

“The MEDC demonstrates its commitment to early childcare in McCook through initiatives that support our community providers. These programs are essential in aiding families and fostering workforce development, ensuring our youngest residents receive exceptional care and education. The board has furthered its support by committing \$100,000 over 5 years (\$20,000 annually) to the YMCA’s renovation and expansion project. This funding will specifically benefit the Early Childhood/Youth Development Center, enhancing programming, activities, child watch services, and more. The first payment was made in 2025”

McCook Business/Industrial Park Expansion

“The McCook Business Park-Phase II project has made remarkable strides over the past year and is now nearing the completion of this important expansion. A key milestone is the industry track and spur, which recently underwent an inspection by BNSF. We are awaiting their feedback to make the track fully operational, which will be a critical asset for future tenants and operations at the park.

In addition, Performance Plus is making significant progress with their new facility. They are nearing completion of construction, have hired three full-time employees, and have started producing small batches of feed. As they refine their production processes, they plan to gradually scale up feed volume and increase their workforce, bringing additional economic benefits to the community.”

LB840 Expenses in the 1st Quarter **Loan, Grant, and Program Fund**

The Retail Coach-Consulting Services

Over the past year, our work with The Retail Coach has significantly elevated McCook’s visibility among national retailers, resulting in meaningful interest and engagement with key industry leaders. While site availability in high-traffic, high-visibility areas has been a limiting factor, the planned Sports Complex development is poised to change that dynamic by creating new, market-ready retail locations. As this project moves forward, it positions McCook to better compete for retail investment and reinforces our long-term economic development strategy.

MEDC Infant Incentive Program

“During this quarter, we received three claim requests from an early childcare provider covering the infant incentives for fiscal quarter.”

(5) OPEN DISCUSSION

Wolfe provided a spreadsheet of the last three years’ sales tax receipts. Receipts remain steady, even climbing.

(6) NEXT MEETING DATE

Next meeting date will be April 27, 2026, at 12:00 PM at the Heritage Senior Center conference room.

(7) ADJOURNMENT

The meeting was adjourned at 12:54 PM.

Tracy Burkey, Recording Secretary

**CITY MANAGER'S REPORT
MAY 4, 2026 CITY COUNCIL MEETING**

ITEM: 3.A.

RECOMMENDATION -- Proclaim May 11, 2026, through May 16, 2026, as National Police Week. Proclaim May 15, 2026, as Police Officer Memorial Day and authorize the Mayor to sign..

BACKGROUND:

National Police Week is dedicated to those men and women of law enforcement who have gave their lives in the line of duty. This week honors those individuals with a day of remembrance on May 15, 2026, as Police Officer Memorial Day. This week is also dedicated to those in law enforcement who serve and protect their communities. McCook police officers serve this community 24 hours a day seven days a week 365 days a year and we acknowledge their service by proclaiming May 11, 2026, through May 16, 2026, as National Police Week

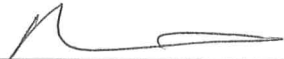
**FISCAL
IMPACT:** None.

APPROVALS:



Kevin Hodgson, Police Chief

April 28, 2026



Nathan A. Schneider, City Manager

April 28, 2026

Office of the Mayor
McCook, Nebraska

Proclamation

“NATIONAL POLICE OFFICERS WEEK”

To recognize National Police Week 2026 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

Whereas, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the McCook Police Department;

Whereas, since the first recorded death in 1786, there are currently more than 24,500 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

Whereas, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC;

Whereas, new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 113 officers killed in 2025;

Whereas, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 38th Candlelight Vigil, on the evening of May 13, 2026;

Whereas, the Candlelight Vigil is part of National Police Week, which will be observed this year May 11th-16th;

Whereas, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

THEREFORE, BE IT RESOLVED that the Mayor and Council Members of McCook, Nebraska formally designate May 11-16, 2026, as National Police Week, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Dated this 4th day of May, 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
MAY 4, 2026 CITY COUNCIL MEETING**

ITEM: **4.A.**

Approve the minutes of the May 4, 2026 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

April 29, 2026

McCook City Council
April 20, 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: None.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on April 16, 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.

Public Works Director Potthoff announced that construction of the new playground in Barnett Park is scheduled to begin the first week of May and noted that the fueling tanks at the airport have been installed and are planned to be filled tomorrow.

2. Proclamations.

- 2.A. Approve the proclamation designating April 24, 2026 as "Arbor Day" in the City of McCook and authorize the Mayor to sign.

Public Works Director Potthoff presented the proclamation; informing the Council that a tree planting celebration at St. Patrick Elementary School is planned for April 24 at 1:00 P.M.

Motion to approve the proclamation designating April 24, 2026 as "Arbor Day" in the City of McCook and authorize the Mayor to sign. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

- 2.B. Approve a proclamation designating April 19-25, 2026 as "Library Week" and authorize the Mayor to sign.

Library Director Crocker presented the proclamation and presented information regarding the importance of the library to the community.

Motion to approve a proclamation designating April 19-25, 2026 as "Library Week" and authorize the Mayor to sign. This motion, made by Calvin and seconded by Rambali, passed.

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

3. Consent Agenda.

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

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

- 3.A. Approve the minutes of the April 6, 2026 regular City Council meeting.
- 3.B. Receive and file the claims for the month of April 2026, published April 14, 2026.
- 3.C. Receive and file the Financial Report for the period ending March 31, 2026.
- 3.D. Forward to the City's insurance carrier for review and appropriate action a property damage incident form from Paul Baumfalk.
- 3.E. Approve the Cost Reimbursement Research Subaward Agreement between the United States Department of Agriculture (USDA) and the City of McCook for the McCook Tree Removal and Replacement Project and authorize the Mayor to sign all necessary documents.
- 3.F. Receive and file Change Order No. 8 for the P.F.C. Gerald L. Walters Youth Sports Complex.

3.G. Approve Grant of License between the City of McCook and Crystl Chauncy for a portion of the city right-of-way to allow for an existing fence to be replaced.

3.H. Approve a Grant of License between the City of McCook and Robert Mark and Susan Jean Ihrig, for a portion of the city right-of-way to be used for off-street parking.

4. Regular Agenda.

4.A. Approve the request from McCook Rotary to create an arboretum in Kelley Park.

Bruce Hoffman presented the request to the Council on behalf of the McCook Rotary Club. They propose to establish an arboretum in Kelley Park. If developed as envisioned, Kelley Park would become a central location for ongoing tree-planting efforts and would serve as a practical, educational asset, allowing residents to see and learn about different tree species.

Motion to approve the request from McCook Rotary to create an arboretum in Kelley Park. This motion, made by Calvin and seconded by Weedin, passed.

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

4.B. Approve the West Central Nebraska Development District Professional Agreement between WCNDD and the City of McCook for the purpose of conducting a compliant Income Survey for applicable planning, compliance, and funding purposes, which includes eligibility determination under the Community Development Block Grant (CDBG) program.

City Manager Schneider reviewed the information presented in his City Manager's Report, noting that the City and the MEDC reached out to WCNDD for assistance in completing the Income Survey. The MEDC voted to pay the consultation cost of \$7,500, eliminating the need for the City to use general funds to pay for the project.

MEDC Housing Director Amanda Engell and MEDC Executive Director Charlie McPherson were present to address questions from the Council.

Motion to approve the West Central Nebraska Development District Professional Agreement between WCNDD and the City of McCook for the purpose of conducting a compliant Income Survey for applicable planning, compliance, and funding purposes, which includes eligibility determination under the Community Development Block Grant (CDBG) program. 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.C. Adopt Resolution No. 2026-11 authorizing the City of McCook to submit an application to the appropriate federal and state agencies, tendering a census tract proposed for nomination as an Opportunity Zone.

Amanda Engell, MEDC Housing Director was present to address questions from the Council.

Motion to adopt Resolution No. 2026-11 authorizing the City of McCook to submit an application to the appropriate federal and state agencies, tendering a census tract proposed for nomination as an Opportunity Zone. This motion, made by Muehlenkamp and seconded by Weedin, passed.

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

YEA: 5, NAY: 0

4.D. Review and approve the Pre-Application for State and/or Federal assistance (SRF) and authorize the Mayor to sign.

Motion to approve the Pre-Application for State and/or Federal assistance (SRF) and authorize the Mayor to sign. This motion, made by Weedin and seconded by Taylor, passed.

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

YEA: 5, NAY: 0

4.E. Update regarding the youth sports complex project.

City Manager Schneider stated that Mammoth is working on the backstops and that NPPD will start with their installation at the end of April.

4.F. Update regarding the McCook Ben Nelson Regional Airport FBO selection process.

City Manager Schneider gave an update of the selection process for FBO at the airport.

4.G. Approve the FY2026-2027 budget schedule.

Motion to approve the FY2026-2027 budget schedule, setting the date for a public review meeting as August 11. This motion, made by Weedin and seconded by Calvin, passed.

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

YEA: 5, NAY: 0

4.H. Council Comments.

There were no council comments.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:05 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
MAY 4, 2026 CITY COUNCIL MEETING**

ITEM: **4.B.**

RECOMMENDATION:

RECEIVE AND CONFIRM CHANGE ORDER NUMBER 1 FOR PROJECT NO. 3-31-0052-20/21/22 AT MCCOOK BEN NELSON REGIONAL AIRPORT IN THE AMOUNT OF \$1,529.00 FOR A CHANGE IN THE LOCATION OF THE ELECTRICAL METER AND DISCONNECT AND AN UPSIZE IN CONDUIT FROM 1-1/2" TO 3" BETWEEN THE TRANSFORMER AND THE METER.

BACKGROUND:

This change order, in the amount of \$1,529.00, is related to a change in the location where the new electrical meter and disconnect will be placed for the new self fueling station at McCook Ben Nelson Regional Airport. They were originally planned to be mounted on the transformer pole outside the security fence. At the request of NPPD, this change order will now mount this equipment on a separate structure inside the fence. The conduit is being increased from 1-1/2" to 3" between the transformer and the meter. This will allow for easier access for installing the wire.

This change order has been approved by the U.S. Department of Transportation.

**FISCAL
IMPACT:** \$1,529.00 with the City being responsible for 5% or \$76.45.

APPROVALS:



Kyle Potthoff, Public Works Director

April 23, 2026



Nate Schneider, City Manager

April 23, 2026

April 22, 2026

Steve Whitton, P.E.
Federal Aviation Administration
Central Region – Airports Division – ACE-621E
901 Locust St., Rm 364
Kansas City, MO 64106

Re: McCook Ben Nelson Regional Airport
Project No. 3-31-0052-20/21/22

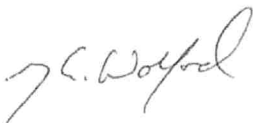
Dear Mr. Whitton

Attached is a change order request from Hackel Construction in the amount of \$1529.00 for electrical service changes requested by Nebraska Public Power District (NPPD) for your review and approval. An explanation and justification follows.

The original plans called for a new meter and disconnect for the new fuel tanks to be mounted on the transformer pole along Airport Road. After the bid opening NPPD notified W Design that they did not want the new meter located on the transformer pole, and also requested a conduit upsize from 1-1/2" to 3" between the transformer and the meter. They also asked that the meter be installed inside the security fence. After further discussion with NPPD, it was decided to locate the new meter on a structure right next to the transformer pole, with the larger conduit between the meter and the transformer. Then the remainder of the service would stay as shown on the original plans. It is my belief that this alternative kept the change order cost to the minimal amount of \$1529.00.

Please let me know if you have any questions.

Respectfully submitted



Greg A. Wolford, P.E.



47407 808th Rd
Ord NE 68862
308-728-1222

Change Order

Order#: 4

Order Date: 04/22/2026

To: City Of McCook
P.O. Box 1059
McCook NE 69001

Project: 2532
McCook New Self-Service Jet A and 100LL Fuel Fa
505 W C St
McCook NE 69001

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

Description of Work	Amount
Electric change	1,529.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

1,529.00

The original Contract Sum was	1,234,670.61
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	1,234,670.61
The Contract Sum will be changed by this Change Order	1,529.00
The new Contract Sum including this Change Order will be	1,236,199.61
The Contract Time will be changed by	0 Days

Owner: 

Date: 4/29/26

Contractor: 

Date: 4/22/26



Contractor Hackel Construction	Job/Number McCook Airport
Address 47407 808 th Road	Job Location/Address McCook. NE
City, State, Zip Ord, Ne 68862	Existing Contract Number & Date
Phone 308-732-1222	Time Extension

We hereby agree to make the following change(s) for said project and update contract cost as follows:

Install Meter Socket & Disconnect. Meter & Wire size changer per Architect.

Materials & Labor - \$1,390.00

Total cost of changes	\$1,390.00
-----------------------	------------

This change order contract must be signed by BOTH contractor and subcontractor before work begins.

Contractor Signature	Date
Curtis Cole	10-28-25
Subcontractor Signature	Date

CITY MANAGER'S REPORT
May 4th 2026, CITY COUNCIL MEETING

ITEM: 4.C.

RECOMMENDATION:

Approve an application from Nebraska Public Power District (NPPD) to occupy city right-of-way for the purpose of installing underground electric conduit, cable and one new ground level junction box from the south side of W. Q St. to the north side of W. Q St.

BACKGROUND:

Nebraska Public Power District is seeking permission to occupy City utility right-of-way to install underground electric conduit, cable, 1 new ground level Junction box and 1 new power pole.

The construction will originate 680 feet East of the intersection of West 17th St & W.Q St. @ 1604 W. Q St. On the South side of W. Q St. From this location a new power pole will be installed 10' South of the curb. From this new power pole new electrical conduit and cable will be bored under W. Q St. going North/Northeast 85'. At this location a new ground level junction box will be installed.

FISCAL IMPACT:(None)

APPROVALS:



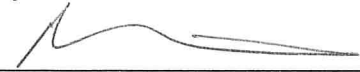
Pat Fawver Utilities Dir.

May 4th, 2026



Kyle Potthoff, Public Works Dir.

May 4th, 2026



Nate Schneider, City Manager

May 4th, 2026



505 WEST C • McCook, NE 69001-3618 • PHONE (308) 345-2022 • FAX (308) 345-1461

APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: NPPD DATE: 4-17-26
ADDRESS: 1901 North Hwy 83 McCook PHONE: 308-346-1489
FAX: _____ START DATE: 4-25-26 FINISH DATE: 5-15-26

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

Type: (circle) Over-Cross <u>Under-Cross</u> Occupy Miscellaneous	With a: (circle) Water Line Sewer Line Gas Line Telephone Line (Underground Aerial)	Fiber (Underground Aerial) Tree Trimming/Removal Grading Other <u>Electric Line</u> (Underground Aerial)
--	---	--

Location: 1604 west Q Street

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

Performance Guarantee: (Make Payable to City of McCook)

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

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

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

Jeff Peterson
Applicant's Signature

Director of Utilities Approval

Recommended By Mayor

Date

Director of Public Works Approval



Legend



10 ft

New Junct. Box

V Q St

W Q St

W Q St

New Pole

1602

Google

CITY MANAGER'S REPORT
May 4th 2026, CITY COUNCIL MEETING

ITEM: 4.D.

RECOMMENDATION:

Approve an application from Nebraska Public Power District (NPPD) to occupy city right-of-way for the purpose of installing underground electric conduit, cable and one new ground level junction box from the south side of W. Q St. to the north side of W. Q St.

BACKGROUND:

Nebraska Public Power District is seeking permission to occupy City utility right-of-way to install underground electric conduit, cable, 1 new ground level Junction box and 1 new power pole.

The construction will originate 150 feet East of the intersection of West 17th St & W.Q St. @ 1511 W. 17th On the South side of W. Q St. From this location a new power pole will be installed 10' South of the curb. From this new power pole new electrical conduit and cable will be bored under W. Q St. going North/Northeast 95'. At this location a new ground level junction box will be installed.

FISCAL IMPACT:(None)

APPROVALS:



Pat Fawver Utilities Dir.

May 4th, 2026



Kyle Potthoff, Public Works Dir.

May 4th, 2026



Nate Schneider, City Manager

May 4th, 2026



505 WEST C • McCook, NE 69001-3618 • PHONE (308) 345-2022 • FAX (308) 345-1461

APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: NPPD DATE: 4-17-26
ADDRESS: 1901 North Hwy 83 McCook PHONE: 308-340-1409
FAX: _____ START DATE: 4-25-26 FINISH DATE: 5-15-26

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

Type: (circle) Over-Cross <u>Under-Cross</u> Occupy Miscellaneous	With a: (circle) Water Line Sewer Line Gas Line Telephone Line (Underground Aerial)	Fiber (Underground Aerial) Tree Trimming/Removal Grading Other <u>Electric Line</u> (Underground Aerial)
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Location: 1511
1901 West Q Street

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

Performance Guarantee: (Make Payable to City of McCook)

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

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

Jeff Robinson
Applicant's Signature

Director of Utilities Approval

Recommended By Mayor

Date

Director of Public Works Approval

Legend 

10 ft



W Q St

93.0 ft

Junction Box

W Q St

New Pole

1511

1505

Google

M157h, CA
M157h, CA
M157h, CA

**CITY MANAGER'S REPORT
MAY 4, 2026 CITY COUNCIL MEETING**

ITEM: A.E.

RECOMMENDATION:

Authorize Karrie Steely to park her camper in the northwest corner of the East 1st and "D" Street parking lot beginning on May 5, 2026 and continuing thru May 31, 2026 for a place to store and set up supplies for a community mural project as well as use the water hydrant for cleaning paint supplies.

BACKGROUND:

Karrie Steely is requesting permission to park her camper in the NW corner of the East 1st and "D" Street parking lot to be used to store and set up supplies for the community mural project that is taking place in the 100 block of East "D" Street. Karrie has stated that there may be a few nights where she may need to stay in the camper overnight.

Karrie is also requesting access to the water hydrant that is located in the walkway between the alley and Norris Avenue. The water will be used for cleaning up paint supplies.


**FISCAL
IMPACT:** None

APPROVALS:



Kyle Potthoff, Public Works Director

April 27, 2026



Nate Schneider, City Manager

April 27, 2026

Hello,

We will be starting the community mural on the corner of Norris Ave + D St. on the 1st of May. I'm working on setting up logistics.

Would it be possible to have access to the water hydrant in the alley that is west of the covered parking lot?

Would it be possible for me to park my camper rig in that parking lot during May so that we have a place to set up supplies and store them? (not under the covered area - it would be the northwest corner of the lot)

Please let me know ASAP so that I can plan. Thanks for your time -

Karris Stealy

**CITY MANAGER'S REPORT
MAY 4, 2026 CITY COUNCIL MEETING**

ITEM: 4.F.

Accept the City of McCook - Tax Increment Financing Annual Report - dated April 2026.

BACKGROUND:

On or before May 1 of each year, the City of McCook Community Development Agency (CDA) is required to compile information on the progress of redevelopment projects that are financed in whole or in part through Tax Increment Financing (TIF). The attached report is for calendar year 2025. The CDA must report this information to the City Council and other taxing entities affected by the division of taxes.

APPROVALS:



Lea Ann Doak, City Clerk

April 29, 2026



Tera Koetter, Assistant City Manager

April 29, 2026



Nathan A. Schneider, City Manager

April 29, 2026

**CITY OF MCCOOK
TAX INCREMENT FINANCING ANNUAL REPORT
APRIL 2026**

On or before May 1 of each year, the City of McCook Community Development Agency (CDA) is required to compile information on the progress of redevelopment projects that are financed in whole or in part through Tax Increment Financing (TIF). The CDA reports this information to the McCook City Council and other taxing entities affected by the division of taxes.

Redevelopment project plans are evaluated based on zoning regulations, land utilization, compliance with the City's Comprehensive Plan, TIF criteria set forth by the City and the Nebraska Community Development Law. The City of McCook has eight Redevelopment Areas as outlined in attached Exhibit #1.

During 2025, additional parcels of land were identified that could benefit from the blight and substandard designation. Area #7 was added to include a tract of land being part of Lot 2, all Lot 3, Dillman's First Addition, part of Sixteenth Street East, part of Airport Road, part of the Northwest Quarter of Section Twenty-Eight (28), Township Three (3) North, Range Twenty-nine (29) West of the 6th P.M., Block 7, Block 8, Block 21, part of Fourteenth Street East, Lots 7-12 (inclusive), Block 22, Brown's Park Addition, Part of Vacated Thirteenth Street East, part of Twelfth Street East, part of Eleventh Street East and Lot 6, Block 8, Tenth Addition, all located in McCook, Red Willow County, Nebraska. This contains 23.5 acres, more or less located within the corporate limits of McCook. A map illustrating the exact location of Area #7 is attached as Exhibit #2.

Also, during 2025, Area #8 was added to the blight and substandard designation. This includes a tract of land being part of, the Northeast Quarter (NE1/4) and the Southeast Quarter (SE1/4), of Section Twenty-four (24) Township Three (3) North, Range Thirty (30) West of the 6th Principal Meridian, Lot 1 and Lot 2, Block 1, Lashley-Tucker Subdivision, and Lot 2 and Lot 3 A.M. Bishop Addition, all in Red Willow County, Nebraska. This contains 103.14 acres, more or less located outside the corporate limits of McCook. A map illustrating the exact location of Area #8 is attached as Exhibit #2.

The City of McCook has sixteen active redevelopment projects that have been financed in whole or in part through TIF. The total estimated costs for these redevelopment projects total \$76,573,078.00.

There was one redevelopment plan amended during 2025.

- (1) The North Pointe Housing Redevelopment Plan was amended in 2025. The amendment to the plan was done to expand the Phase 3 area and add additional lots to Phase 3. In addition, it authorizes the issuance of additional TIF Indebtedness for Phase 3 of the Project.

There were two project approved during 2025.

- (1) Wagner Auto Redevelopment Project was approved June 16, 2025. This project is in Redevelopment Area #3 and will consist of the construction of an Automotive Dealership. Public improvements include demolition, site development, water and sewer, storm sewer, architecture and engineering, and other eligible public improvements on the Project Site and in the Redevelopment Area.
- (2) North Pointe Phase III Redevelopment Project was approved on December 15, 2025. This project is in Redevelopment Area #3 and includes private improvements including the construction of 11 dwelling units and associated improvements on the Project Site. Public improvements include land acquisition, site preparation, street and sidewalk improvements, water and sanitary sewer improvements, and other eligible public improvements on the Project Site and in the Redevelopment Area.

Included with this report is a table which summarizes the City of McCook's Tax Increment Projects through December 31, 2025. The table provides a comparison between the initial projected valuation of property included in each redevelopment project (as described in the individual redevelopment contracts) and the assessed value of the property included in each redevelopment project. Also, included on the table is the estimated amount of outstanding indebtedness related to each redevelopment project and an estimated date by which such indebtedness is expected to be paid in full. The table is attached hereto, marked as Exhibit #3, and is incorporated into this document by reference.

During 2025, there was one TIF project bond that was paid in full or that reached the 15-year term. This was the Keystone Hotel Rehabilitation Project.

The percent of land within the corporate limits of the City of McCook designated as blighted as of 12/31/2025 was 33.1%

COPIES OF ANNUAL REPORT TO:

McCook Community College
President
1205 East 3rd
McCook, NE 69001

Chairman of the Board
Educational Service Unit No 15
344 Main
PO Box 398
Trenton, NE 69044

Chairman of the Board
Middle Republican NRD
208 Center Ave
PO Box 81
Curtis, NE 69025

Commission Chairman
Red Willow County Commissioners
502 Norris Avenue
McCook, NE 69001

Board President
McCook School District
600 West 7th
McCook, NE 69001

CITY OF MCCOOK
TAX INCREMENT PROJECTS YEAR ENDING 12/31/2025

PROJECT NAME	AREA	TYPE	CONTRACT DATE	TIF BOND	ESTIMATED PROJECT COST	INITIAL PROJECTED VALUATION	BASE VALUE	BASE VALUE DATE	TIF EXCESS VALUE TAX YEAR 2024	ESTIMATED OUSTANDING INDEBTEDNESS	ESTIMATED DATE TO BE PAID IN FULL
North Pointe Properties, LLC	3	Housing	07/07/14	\$ 208,000.00	\$ 208,000.00 + Developer Costs	\$ 5,000,000.00	\$ 89,079.00				6/15/2025
Phase I - 6 lots (R Street)											
Phase I-Amend No. 1 (Lots 1 & 3)			05/16/16			\$ 1,750,000.00 **	\$ 27,268.00	04/20/15	\$ 740,949.00		
Phase I-Amend No. 2 (Lots 2 & 4)			05/15/17				\$ 38,420.00	07/14/17	\$ 800,674.00		
Phase I-Amend No. 3 (Lots 5 & 6)			05/07/18				\$ 45,695.00	05/17/18	\$ 694,353.00		
Substantial Amendment			07/17/23	\$ 280,500.00						\$ 280,500.00	12/15/2032
North Pointe Properties- Phase 2 17 lots (S Street)	3	Housing	05/23/23	\$ 955,500.00	\$ 6,775,000.00	\$ 5,440,000.00				\$ 955,500.00	12/15/2040
North Pointe Properties- Phase 3 11 lots (T Street)	3	Housing	12/15/25	\$ 813,000.00	\$ 5,088,000.00	\$ 4,385,000.00					
Clary Village Amended Plan Area Amendment	3	Housing	03/16/15 11/20/17 12/18/23	\$ 180,000.00	\$ 2,657,520.00	\$ 716,000.00 ***	\$ 12,778.00 \$ 8,092.00	03/10/16 12/18/17	\$ 247,080.00	\$ 63,697.99	12/3/2031
McCook Hotel Group, LLC (Cobblestone) 1st Amendment	3	Commercial	05/04/15	\$ 628,875.00	\$ 4,628,000.00	\$ 3,580,000.00	\$ 211,563.00	03/11/16	\$ 2,840,226.00	\$ 383,025.51	12/31/2031
Quillan Courts 1st Amendment Amendment	3	Housing	06/06/16 10/18/21 12/18/23	\$ 110,000.00	\$ 3,566,160.00	\$ 557,000.00 ***	\$ 85,074.00 \$ 74,097.00	07/14/17 03/15/22	\$ 301,072.00	\$ 62,352.49	12/31/2032
Next Generation, Inc., Facility Amended Plan	2	Industrial	02/20/17 09/04/18	\$ 720,000.00 \$ 1,024,000.00	\$ 9,061,907.00 \$ 6,529,616.00	\$ 4,500,000.00 \$ 10,485,856.00	\$ 51,475.00	11/02/17	\$ 13,480,194.00	\$ 1,012,437.75	12/31/2033
McCook Lodging, LLC (Holiday Inn & Suites) 1st Amendment 2nd Amendment 3rd Amendment	3	Commercial	03/21/16 08/29/16 07/16/18 10/15/18	\$ 1,400,000.00	\$ 8,892,000.00	\$ 6,750,000.00 ***	\$ 202,995.00	08/01/18	\$ 4,967,146.00	\$ 854,837.38	12/31/2034
Blackwood Enterprises 1st Amendment	3	Commercial	04/06/20 07/06/21	\$ 200,000.00	\$ 647,875.00	\$ 1,139,857.00	\$ 135,000.00 \$ 135,000.00	07/29/20 08/03/21	\$ 1,106,563.00	\$ 170,900.49	12/31/2037
N-Start Convenience 1st Amendment	4	Commercial	04/20/20 03/01/21	\$ 196,500.00	\$ 1,110,000.00	\$ 1,107,724.00	\$ 71,874.00 \$ 71,874.00	07/29/20 08/03/21	\$ 264,672.00	\$ 167,909.73	12/31/2036
MEDC Infill Housing 1st Amendment	3	Housing	10/18/21 04/04/22	\$ 45,225.00	\$ 266,000.00	\$ 236,172.00	\$ 11,762.00	05/31/22	\$ 288,414.00	\$ 40,707.70	12/31/2038
Engineering International (Restored Homes, LLC)	3	Commercial	11/21/22	\$ 104,000.00	\$ 800,000.00	\$ 625,000.00	\$ 109,600.00	07/29/24	\$ 145,817.00	\$ 94,163.21	12/15/2038

Elevate Wellness 1st Amendment	3	Commercial	09/18/23 08/19/24	\$ 239,000.00	\$ 1,443,000.00	\$ 1,367,506.00	\$ 37,237.00	06/25/25	\$ 239,000.00	12/31/2040
Business Park Phase II (Performance Plus)	6	Industrial	07/17/23	\$ 1,707,800.00	\$ 12,000,000.00	\$ 9,600,000.00	\$ 111,998.00	06/25/25	\$ 1,707,800.00	12/31/2040
R. Perry Redevelopment Project	3	Housing	04/15/24	\$ 253,300.00	\$ 900,000.00	\$ 1,005,000.00	\$ 34,689.00	06/25/25	\$ 253,300.00	12/15/2040
Wagner Auto Redevelopment	3	Commercial	06/16/25	\$ 1,010,400.00	\$ 12,000,000.00	\$ 6,897,000.00			\$ 1,010,400.00	12/31/2042

TOTAL ESTIMATED PROJECT COSTS

\$ 76,573,078.00

EXHIBIT #3

**Estimated Fair Market Value

***Estimated valuation increase

**CITY MANAGER'S REPORT
MAY 4, 2026 CITY COUNCIL MEETING**

ITEM: 4.G. Adopt Resolution No. 2026-12 approving an agreement with McCook Keno, LLC for the operation of a keno-type lottery in the City of McCook for a period of five years.

BACKGROUND:

The City's agreement with McCook Keno, LLC to operate keno within McCook expired January 2026. The City has been operating under the 2021 contract which had a 5 year term. When the Council approved the 2016 contract, it explored potentially raising the percentage the City receives from McCook Keno, LLC's gross proceeds from operating within the City. However, the decision was made to keep the percentage at 6% because of a fear that a raise in the percentage would have diminishing returns if fewer people played because of the lower payouts. Mike Nevriy, McCook Keno operator, informed staff that currently the typical percentage is now at 5%. McCook's Keno receipts continue to decline, as it has across the state, going from \$101,356 in FY20/21 to \$57,295 in FY24/25 - a 40.5% decrease. Mr. Nevriy has agreed to all terms of the agreement, including keeping the percentage at 6%.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

April 29, 2026



Tera Koetter, Assistant City Manager

April 29, 2026



Nathan A. Schneider, City Manager

April 29, 2026

RESOLUTION NO. 2026-12

WHEREAS, the City Council of the City of McCook finds and determines that it is in the best interests of the City to continue to operate a municipal keno-type lottery in the City; and

WHEREAS, it is further in the best interests of the City to extend the contract with McCook Keno, L.L.C., a Nebraska limited liability company, to operate the keno-type lottery on behalf of the City for an additional five (5) year period.

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

SECTION 1. That the Agreement providing for the operation of a keno-type lottery in the City for an additional period of five (5) years between the City of McCook, Nebraska, a municipal corporation, and McCook Keno, L.L.C., a Nebraska limited liability company, marked as Exhibit "A", attached hereto and incorporated herein by this reference, is hereby approved, and the Mayor is hereby authorized to execute such agreement.

SECTION 2. That this resolution shall be in full force and effect immediately upon its passage and adoption.

SECTION 3. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 4TH day of May, 2026.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer
Michael D. Gonzales, Mayor
ATTEST:
Lea Ann Doak, City Clerk

AGREEMENT

This Agreement is made and entered into on this 4th day of May, 2026, by and between McCook Keno, L.L.C., a Nebraska limited liability company, hereinafter called "Operator," and the City of McCook, Nebraska, a municipal corporation, hereinafter called the "City."

WHEREAS, Operator is authorized to conduct business pursuant to the statutes of the United States and of the State of Nebraska;

WHEREAS, a majority of the vote by the registered voters of the City of McCook, Nebraska were cast in favor of authorizing the establishment of a municipal lottery;

WHEREAS, the City Council of McCook, Nebraska authorized such a lottery to be established and requested proposals for a keno-type lottery to be operated by an independent contractor lottery operator;

WHEREAS, the Operator's proposal for operating a lottery was accepted by the City of McCook, Nebraska; and

WHEREAS, in May 2006, the City conferred upon Operator the exclusive right to operate for the City, a legal keno-type lottery, within the City for a period of six (6) years.

WHEREAS, in January 2016 and in March 2021, the City renewed its agreement with Operator for an additional five (5) years.

WHEREAS, the Operator and the City are now agreeable to entering into a contract extension for an additional five-year term commencing on the date of this Agreement.

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

1. DEFINITIONS

- A. Gross Proceeds. "Gross Proceeds" shall mean the total aggregate receipts received from the conduct of the lottery without any reduction for prizes, discounts, taxes or expenses and shall include receipts from admissions costs, any consideration necessary for participation, and the value of any free tickets, games or plays used; but shall not include any amounts received from the sale of concessions or any other legitimate business operations as authorized hereinbelow.
- B. Expenses. "Expenses" shall mean:
 - (1) all costs associated with the purchasing, printing, or manufacturing of any items to be used or distributed in the lottery;
 - (2) all office or clerical expense in connection with the lottery;
 - (3) all promotional expenses for the lottery;
 - (4) all salaries of persons employed to operate, conduct, or supervise the lottery;

- (5) any rental or lease expense related to the lottery;
 - (6) any fee or commission paid to any person associated with the lottery;
 - (7) license fees paid to the department; and
 - (8) any other costs associated with the conduct of the lottery, but not including taxes paid pursuant to Neb. Rev. Stat. §9-648 or prizes awarded to participants.
- C. Keno Lottery or Keno-Type Lottery. "Keno Lottery" or "Keno-Type Lottery" shall mean any lottery as permitted by Neb. Rev. Stat. §9-607(1)(c)(ii).
 - D. Others. For the purposes of this Agreement and except for those definitions expressly set forth herein, unless the context otherwise requires, the definitions found in the Nebraska County and City Lottery Act, Neb. Rev. Stat. §9-601 et seq., and any rules and regulations promulgated thereunder shall be used.
2. **RIGHT TO OPERATE.** The City herewith grants to the Operator the exclusive right to operate, for and on behalf of the City, a legal, keno-type lottery, as authorized by the Nebraska County and City Lottery Act, Section 9-601 et seq., R.R.S. (Reissue, 1997), and pursuant to Rules and Regulations duly promulgated by the Nebraska Department of Revenue. Such operation shall be controlled directly by the Operator and be located within the Corporate boundaries of the City; provided, any transfer of ownership rights in Operator shall void this Agreement automatically, unless the transfer is first approved in writing by the City.
3. **RENEWAL OF AGREEMENT.** The term of Operator's exclusive right to operate said lottery shall be extended for an additional five (5) years from the date of this Agreement and shall terminate on January 18, 2031. This agreement may be renewed for subsequent terms under the same conditions set forth herein upon mutual consent of both parties. The City shall retain the right to review the operation at least yearly and it may promulgate necessary and appropriate rules and regulations for the operation consistent with those of the Nebraska Department of Revenue for gaming operations.
4. **LOTTERY FACILITIES.**
- A. The Operator agrees to operate a keno-type lottery from one or more locations, referred to as a Sales Outlet location(s). Initially the Operator agrees to operate at Old Sarge's Bar, Inc., Outlaw's 1882 Saloon, Loop Brewing Company, LLC, and TJ's Family Fun Center, Inc., but may, with approval of the City Council, open other locations within the City.
 - B. The Operator may not change the Sales Outlet location(s), or establish additional locations without the prior approval of the City Council, which approval shall not be unreasonably withheld.
 - C. The parties recognize that the liquor operations will be conducted separately by the Sales Outlet location. In the event the location should discontinue liquor operations for any reason, then this Agreement may, upon application by either party, be amended to provide a different location of play or such

other changes as may be required to continue the operation of the keno lottery.

- D. The Operator shall require the Sales Outlet location to maintain the premises in a clean and sanitary condition and in conformance with all applicable health and safety laws and regulations. Repeated failure to maintain the premises as required may result in revocation of the premises as the approved location for the keno lottery. Such revocation must be approved by the City.
5. **COMPLIANCE WITH LAW.** The Operator agrees to strictly comply with and conform to the requirements, provisions, and conditions of the Nebraska County and City Lottery Act. Neb. Rev. Stat. § 9-601 et seq., together with any and all other federal, state, and local laws and administrative rules and regulations promulgated by the Nebraska Department of Revenue.
 6. **LICENSING.**
 - A. The Operator agrees to have the keno-type lottery game or games in operation promptly as licensing allows following notification of the City's acceptance of the Operator's proposal. The Operator shall not permit any participation in the keno lottery in exchange for any consideration without actual possession of the required lottery operator's license from the State of Nebraska.
 - B. The Operator shall maintain a valid operator's license, as required by Neb. Rev. Stat. § 9-630, at all times during the term of this Agreement.
 - C. This Agreement shall be specifically conditional upon the Operator maintaining all of the necessary licenses and approval from the Nebraska Department of Revenue and any other governmental agencies or authorities which are necessary in order to conduct a keno-lottery pursuant to the Nebraska County and City Lottery Act.
 7. **LOTTERY TICKETS.** The Operator shall provide the expertise, equipment, services, supplies, locations; and financing necessary to operate the keno-type lottery on behalf of the City. Each outside ticket used in the keno lottery shall have the City's name printed clearly thereon, and shall bear numbers, which numbers shall be in sequence. No such ticket shall be sold unless the name of the City and number are printed thereon.
 8. **DIVISION OF OPERATION PROCEEDS.**
 - A. The gross amount of monthly proceeds shall be divided and turned over as follows after the winning tickets have been paid, to wit:
 - (1) Paytable is based on 74% payout; Payout is based on 78% with the additional 4% to be used for special games and promotional games at the discretion of the Operator.
 - (2) Two percent (2%) of the gross to the Nebraska State Tax Commissioner, paid by Operator to the City for transmittal by the City Treasurer.
 - (3) The Operator's total receipt shall be limited to fourteen percent (14%) of the gross.

- (4) The remaining monies (that being up to 10%, depending on whether special or promotional games are run) will be paid to the City; provided, it is understood and agreed that the minimum amount paid to the City each month shall be six percent (6%) of the gross amount of the monthly proceeds.
- B. It is further agreed that the City shall not be held liable for any expenses of said operation and the City's exposure; if any, shall be limited to its share of the total gross receipts.
- C. From its share of the total gross receipts, the Operator shall be responsible for any and all necessary expenses of operations and it shall pay the same on a timely basis, holding the City completely harmless for said payments. Operator's expenses include, but are not limited to, all those necessary for daily operation of the keno-style lottery as set forth in Paragraph 1B (1-8) herein.
- D. It is understood by the City that the City's share of up to ten percent (10%) set forth in this paragraph is based on statistical odds over an infinite period of time.
- E. For each month where the total prize payout is less than the target payout percentage, the difference between the target payout percentage and the actual percentage paid, together with the uncollected winnings, shall be retained in a bank account hereinafter referred to as the "keno proceeds account". For each month where the total prize payout is greater than the target payout percentage, the Operator shall utilize any funds in the keno proceeds account to pay the total prize payout.
- F. During any month in which the prizes paid to players exceeds the amount needed to pay the state's 2%, the City's minimum 6%, and the Operator's 14%, to the extent that additional funds are needed to pay these specified amounts, the Operator may, from time to time, be required to loan money to the keno proceeds account. In such event, the Operator shall be repaid, without interest, from the keno proceeds account for all loans, which were made to the account for the purpose of paying the winners, the state, the city's minimum 6% or itself in subsequent months. In the event this occurs, proceeds in subsequent months shall be applied in the following order of priority:
- (1) Winners and State Tax;
 - (2) City - For Current Month's minimum payment (Six percent [6%]).
 - (3) Operator - For Current Month's payment (Fourteen percent [14%]);
 - (4) Operator - For unpaid Operator's payments due to the payment of prizes in a previous month(s). Said money shall be paid to Operator in subsequent months until the difference is fully satisfied, without interest;
 - (5) Operator - For loans made by the Operator, without interest.
 - (6) City - Balance...not more than (ten percent [10%]), for current month.

In no event shall the Operator pay to the City with respect to any calendar month, or portion thereof, an amount less than six percent (6%) of the gross proceeds as City's share, plus an additional two percent (2%), to be used by the City to pay the state tax pursuant to Neb. Rev. Stat. §9-648 for said period, or such other amount as the City is required to pay to others.

- G. The payment of proceeds to the City shall be made no later than fifteen (15) days following the last day of the keno lottery operations for each month and shall be accompanied by the monthly financial report as provided for in Paragraph 9 of this Agreement. The date of mailing of said remittance shall be deemed the date of payment thereof.

9. **RECORD KEEPING AND AUDITING.**

- A. The Operator agrees to maintain or cause to be maintained complete books and records of all operations associated with the operation of the keno lottery, including, but not limited to, all costs and proceeds associated with the keno lottery and concession sales at the Operator's expense. All books and records must be sufficient to comply with the provisions of the Nebraska County and City Lottery Act, Neb. Rev. Stat. §9-601 et seq., and the rules and regulations promulgated thereunder. The Operator shall submit to the City monthly financial reports for said operation no later than fifteen (15) days following the last day of each month's operation. Such monthly reports shall contain all information necessary to complete any report required by law, rules or regulations, including information related to proceeds, expenses, taxes, fees, maintenance, and commissions for the month reported. The City may, at its option, request that any report be submitted weekly.
- B. The City shall have the right, upon reasonable notice, to review and examine all books and records of the Operator relating to the keno lottery operations, sales of concessions, and other legitimate business operations conducted at the keno lottery locations. Additionally, the City shall have the right to conduct or cause to be conducted an audit of the Operator's books and records at any other time as well. If the City elects to retain outside auditors in the performance of such audit, the City shall pay for such audit.
- C. At the City's request, the Operator agrees to provide to the City, and keep current, financial statements of the Operator, each officer or director of the Operator, each member of the Operator, and all shareholders of the Operator owning greater than five percent (5%) of the outstanding equity of the Operator. The financial statements of the Operator shall be prepared by an independent certified public accountant. The Operator shall prohibit the transfer of its shares or equity interest to anyone not disclosed to the City at the time of submission of its proposal without prior approval of the City.
- D. The Operator agrees to notify the City within thirty (30) days of the commencement of any litigation, whether civil or criminal, involving the Operator, any officer, director, or member of the Operator, any shareholder of the Operator, or any keno manager. In addition, the Operator agrees to notify the City of any violation of the applicable laws, rules and regulations governing keno lottery operations committed by an employee of the Operator within twenty-four (24) hours of the time the Operator knows of the violation.

- E. The Operator shall be responsible for all federal, state, and local taxes, licensing, and reporting requirements for itself, the City, and lottery winners as provided or permitted by law; except that the City shall be responsible for payment of the two percent (2 %) lottery tax imposed upon it pursuant to Neb. Rev. Stat. §9-648, but the Operator shall remit to the City the funds necessary for payment of the tax, and prepare any report therefor. The Operator shall register with the Internal Revenue Service pursuant to §4412 of the IRS Code, and pay the required occupation tax, unless the keno lottery operation conducted by the Operator is not subject to the federal excise tax on wagering imposed under §§4401 et seq of the Internal Revenue Code of 1954. The Operator shall submit to the City a copy of all reports of any kind filed with the Nebraska Department of Revenue or the Internal Revenue Service within ten (10) days of such filing.
 - F. All gross proceeds of the keno lottery, except that portion paid out in cash prizes of Five Hundred Dollars (\$500.00) or less, shall be deposited in a separate bank account maintained at a bank of the City's choosing. All expenses and prizes, except cash prize payouts of Five Hundred Dollars (\$500.00) or less, shall be paid by check drawn on said bank account.
 - G. Any change or adjustment of the tax percentage due by the State or Federal government shall require the Operator and the City to recalculate the percentages paid to the parties out of the remaining gross proceeds after winning tickets. Recalculations shall take effect as of the date the modified tax requirements are imposed.
 - H. In the event this Agreement is terminated or forfeited prior to the expiration of its term, the Operator shall immediately submit to the City a financial report prepared as would otherwise be required showing all required information for the time which has elapsed since the period for which the payment was made. Payment for said period shall be due to the City with fifteen (15) days following the termination.
10. **CITY RULES AND REGULATIONS.** Operator agrees to comply with all City rules and regulations that are in addition to State requirements. Said rules and regulations shall be available to Operator in printed form.
11. **INSURANCE.** The Operator shall carry and certify to the City: (1), Public Liability insurance coverage with a minimum limit of \$1,000,000 per occurrence with the City being named as an additional insured thereunder; (2) Property Coverage against perils of loss designated as "special form" to the value determined by Operator for "Keno Type Equipment," at any location where the Keno game is operated in the City; and (3) Worker's Compensation and Employers Liability for any employees other than employees exempt from such coverage.
12. **OWNERSHIP OF SYSTEM.** The City acknowledges Operator's proprietary rights in and to the complete system's specifications as set out herein. Full right, title and interest to all aspects and components of the lottery system installed pursuant to this Agreement including its business practices and trade secrets will remain in Operator, and Operator will be entitled to reclaim the same after termination of the Agreement.

13. **NONDISCLOSURE OF OPERATOR'S METHODS.** The City agrees that it will not disclose to any other person or entity any information concerning the production, computer programming, security methods, or any other method of process purchased or developed by the Operator to establish or operate the keno-style lottery operation pursuant to this Agreement.
14. **COMPLIANCE WITH LAWS.** The Operator agrees to maintain a state operator's license at its expense, and to cause said keno-type lottery operation to conform to the laws of the State of Nebraska, the ordinances of the City, and any all applicable federal statutes. In the event any law, rule or regulation or ordinance, not in effect at the date of this Agreement shall change and adversely affect operations of the keno-type lottery, the Operator shall have a reasonable time to revise said keno-type lottery to conform to said changes. In the event any law is passed or a rule, regulation, or ordinance is adopted to cause said operation to become economically impossible, the Operator shall have the right to cancel this Agreement without cost or penalty. The Operator shall be responsible for the operation of the keno lottery at each location in strict compliance with this Agreement and all laws, rules and regulations governing keno lottery operations.
15. **HOURS OF OPERATION.** The available hours of operation that the Operator may conduct the keno lottery are between 6:00 A.M. and 1:00 A.M. Sunday through Saturday. The actual hours of operation will be determined by mutual consent between the City and the Operator by considering the most effective and efficient times to operate.
16. **APPROVAL OF EQUIPMENT AND SECURITY.**
 - A. Prior to commencing operation, the Operator shall, if requested, submit for inspection, testing, and approval all lottery equipment proposed to be used in the keno lottery operation. Said inspections and tests shall be conducted by the City or its designate(s), including but not limited to, the Nebraska Department of Revenue, Federal Bureau of Investigation (FBI), other governmental or law enforcement agencies, or independent testing or auditing firms. Any such inspection may be in addition to any required by state law. Inspections or tests may also be conducted at any time during the course of this Agreement by the City or its designate(s) without prior notice. The City retains the right to reject any lottery equipment not meeting its approval. In the event of rejection, the Operator shall immediately discontinue use of such lottery equipment and provide sufficient lottery equipment to perform its duties under this Agreement.
 - B. The Operator shall be required to install and maintain security devices and measures to ensure the integrity, honesty and fairness of the keno lottery operation. Such security system is subject to the approval of the City, which approval shall not be unreasonably withheld. The security system is subject to inspection and testing at any time without prior notice in the same manner described in 16A.
 - C. One (1) copy of the detailed plans, drawings, and specifications of the security system, outlining in specific detail the system and devices to be used shall be kept on file, in a secured place, in the office of the Keno Administrator (or other City official). The same shall be available only to individuals authorized by the Keno Administrator, as well as a representative of the City

Council, with the concurrence of the Operator, to have access to the same for the purpose of ensuring compliance with this Agreement, and in particular Paragraph 16B above. Any such material shall not be construed to be a public record. The Operator shall keep this information continually current.

17. **NOTICE OF INTERRUPTION.** In the event that the Operator shuts down or intends to shut down the whole keno-type lottery operation for longer than seven (7) days, other than for legal holidays, Operator shall notify the City of the interruption as soon as possible, and advise the City of the anticipated length of interruption.
18. **PLAY OF EMPLOYEES.** The Operator shall be prohibited from participating in the keno-type Lottery. Employees of the Sales Outlet location shall be prohibited from playing keno while they are writing keno at the location.
19. **OTHER GAMING.** In the event that the State of Nebraska expands the nature and type of gaming which can be authorized by City government, the City agrees that Operator shall be given the right to conduct such gaming on behalf of City upon mutually agreeable terms and conditions, said terms being based on the then usual and customary terms being offered to Operators by County and City governments.
20. **DEFAULT.** The Operator shall be deemed in default of this Agreement upon happening of any of the following events:
 - A. Insolvency of the Operator;
 - B. The filing of a petition of bankruptcy for the protection, under chapters 7, 11, or 13 of the Bankruptcy Code, of the Operator, any officer, director, or member of the Operator, or any shareholder of the Operator owning greater than five percent (5%) of the outstanding equity of the Operator;
 - C. The conviction of the Operator, any officer, director, partner, or employee of the Operator, or any shareholder of the Operator of a felony relating to the honesty or trustworthiness of the Operator in performance of this Agreement or in the performance of any other gaming operation. Convictions of other crimes involving moral turpitude or of such a nature as, in the opinion of the City, may in any way adversely reflect upon the keno lottery operation or the City, or in any way give the appearance of impropriety, shall give the City, by and through the City Council, the right to request the removal of any such person. Failure to honor such request will constitute breach of this Agreement;
 - D. The failure to comply with any federal, state, or local law, or rules and regulations pertaining to the operation of the keno-type lottery;
 - E. The failure to commence operation as required by this Agreement or the interruption or cessation of operations at any keno lottery location for:
 - (1) A continuous period of more than seven (7) days without written approval from the City; or
 - (2) Twenty-one (21) days of interruption accumulated during any six (6) month period without approval of the City; excluding any regularly scheduled closed days;

- F. The failure to provide material information, the furnishing of false information, or the omission of material information as required to be disclosed by the Operator under this Agreement, the Specifications for Lottery, or the Operator's proposal, all incorporated and made a part hereof by reference;
 - G. Any attempt to evade any material provision of the Agreement, or the practice of any fraud or deceit upon the City or patrons of the keno lottery operation;
 - H. The failure to cooperate with any certified public accountant performing audit functions provided for by this Agreement, the City Council, officials of the Department of Revenue, or any other public authority empowered to monitor or enforce this Agreement; or
 - I. Any breach of this Agreement, all terms of which are stipulated as being material.
21. **PERFORMANCE BOND.** The Operator shall provide a performance and payment bond in the form of a corporate surety acceptable to the City in the penal sum of Twenty-five Thousand Dollars (\$25,000.00); such bond to guarantee the Operator's full and complete performance of this Agreement, including payment to the City of all sums due hereunder and payment of all prize claims. Such bond shall provide that any termination or cancellation during the term of the Lottery Operator Agreement shall not be effective unless and until a replacement bond in form and surety satisfactory to the City has been filed with the City. Failure of the Operator to continuously maintain such bond during the term of this Agreement shall be deemed a material breach thereof. In lieu of said bond, the Operator may file with the City an irrevocable letter of credit issued by a local bank or other financial institution in the amount of Twenty-five Thousand Dollars (\$25,000.00). The form of the letter of credit and institution upon which it is drawn must be approved by the City.
22. **LIABILITY AND INDEMNIFICATION.**
- A. The Operator shall bear sole responsibility and shall hold harmless and indemnify the City from all claims, including all sums reasonably expended for attorney's fees in the defenses of any claims or loss arising from the operation of or failure to operate the keno lottery. Such claims shall include, but not be limited to, claims regarding the ownership, selection, possession, use, leasing, renting, operation, control, maintenance, delivery, and installation of equipment provided by the Operator. The Operator further agrees to hold harmless and indemnify the City for any and all loss, damage, injury and claims arising and/or resulting from the conduct of keno lottery, including, but not limited to, bodily injury to third parties or damage to property, financial loss by reason of entitlement to or settlement of prizes exceeding net proceeds, failure by the Operator or its employees and agents to comply with the terms of this Agreement, and all injury or damage that may result from any operations or services rendered under the terms and conditions of this Agreement whether or not resulting from a negligent act or omission of the Operator.

- B. The Operator shall bear full responsibility and liability for any and all prizes in the operation of the keno lottery and shall be solely responsible for honoring and paying all prize claims. The Operator shall pay all prizes in the manner and at the time required by this Agreement or applicable law, rule, or regulation. As specific and primary security for the Operator's performance of this obligation:
- (1) Prior to commencing operation, the Operator shall comply with Paragraph 21 herein. In the event the Operator offers a progressive keno game with a prize exceeding the maximum possible prize in a regular game, the Operator must maintain the cash reserve or alternative security in an amount not less than the sum of the maximum prize possible to be won in the regular game plus the amount available to be won in the progressive game.
 - (2) The City, by and through the City Council shall have the right to withdraw amounts from the reserve or security in the event the Operator fails for any reason to pay legitimate claims or prizes.
 - (3) The Operator shall maintain and replenish the cash reserve or security as necessary to maintain the required reserve. After any drawing upon the reserve security, the Operator shall replenish the reserve to the required amount before conducting any keno lottery game.
 - (4) The City shall bear no responsibility or liability whatsoever for any prize claims and the cash reserve or security is to be maintained solely for the purpose of ensuring a fair and honest keno lottery and to assure the financial responsibility of the Operator.
 - (5) Such reserve shall be invested and maintained by the City subject to the City's withdrawal in a separate FDIC insured bank account, which shall be interest bearing, the interest of which shall be credited to the reserve balance. The City alone shall have authority to withdraw funds from such account and shall pay interest earned to the Operator on a quarterly basis as long as the proper reserve balance is maintained.
 - (6) The cash reserve for security shall be returned to the Operator after all prizes and claims have been paid and settled at the termination of this Agreement.

23. **TERMINATION.**

- A. The City may terminate this Agreement upon thirty (30) days notice to the Operator at any time the Operator breaches any of the terms of this Agreement, all of which are stipulated as being material, or is otherwise in default of the Agreement and shall have failed to cure such breach or default within the thirty (30) day period after notice is given of such default or breach from the City.
- B. This Agreement may also be terminated by the City upon thirty (30) days notice to the Operator if the keno-type lottery has been discontinued by an election under Neb. Rev. Stat. §9-626 or §9-627.

24. **REMEDIES.** In the event of any breach of this Agreement, and in addition to all remedies available under this Agreement, or at law or in equity, the City shall be entitled to affirmative or negative injunctive relief.
25. **WAIVER.** Failure of the City upon any one (1) or more occasions to insist upon or seek compliance with any condition or provision of this Agreement shall not be deemed to be a waiver of compliance with any similar or dissimilar provisions or conditions.
26. **SEVERABILITY.** Any invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, nor shall the invalidity or unenforceability of a portion of any provision of this Agreement affect the validity and enforceability of the balance of such provision. All other provisions and parts of provisions shall remain in full force and effect; provided however, if in the sole opinion of the City, the removal or inoperative effect of any such provision or part of provision so declared invalid or unenforceable shall materially affect the City's right hereunder, the City may terminate this Agreement.
27. **CONSTRUCTION.** This Agreement incorporates and integrates all terms and conditions of all documents and law mentioned herein or incidental hereto and constitutes the entire Agreement between the parties hereto superseding any prior Agreement or understanding whether oral or written, express or implied. This Agreement may not be discharged or modified except as provided herein or permitted by law. Any and all such amendments or modifications to this Agreement shall be binding upon the Operator's surety without notice to the surety. All bid specifications soliciting bids for this Agreement are incorporated herein by this reference.
28. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Any legal action to enforce or declare any rights or obligations created or imposed by this Agreement shall be commenced in a court of the State of Nebraska.
29. **ADVERTISING AND PROMOTION**
- A. The Operator and Sales Outlet location(s) shall be responsible for all advertising and promotion of all keno lottery operations. In the event that federal or state law precludes the Operator from engaging in any type of desired advertising, such advertising may be proposed and placed by the Operator and purchased by the City, if permitted by law, subject to prompt and complete reimbursement by the Operator.
- B. The City, by and through the City Council, reserves the right to reject any advertising or other promotional activity for the keno lottery operation for any reason, and require its discontinuance.
30. **FORCE MAJEURE.** If the Operator's ability to perform under this Agreement is, in the opinion of the City Council, substantially impaired by reason of any cause which is unforeseeable and beyond the Operator's control, including, but not limited to, fire, casualty, catastrophe, unavoidable accident, riot, war, strike, or act of God, the Operator shall have the right to terminate this Agreement; provided, however,

that upon that termination, the City shall have the right to retain any cash reserve and/or performance bond for a period not to exceed six (6) months to insure that all outstanding valid claims against the Operator are honored or paid in whole. Alternatively, the Operator may, in lieu of terminating this Agreement, seek the City's approval of a proposed plan to remedy the impairment within a specified time, which plan may include modifications of the terms of this Agreement. Any modifications must be mutually agreed upon and expressed in writing. The Operator shall give the City written notice of an intent to invoke the provisions of this paragraph within forty-eight (48) hours of the event impairing the Operator's ability to perform.

31. **NOTICES.** Any notice required to be sent hereunder, shall be deemed given upon its deposit in the United States mail; postage prepaid, and addressed as follows or at such other address as specified by either party by written notice to the other party:

A. To the City:
City Manager
City of McCook, Nebraska
505 West "C" Street
McCook, Nebraska 69001

B. To the Operator:
Michael J. Nevriy
McCook Keno, L.L.C.
P.O. Box 1001
Hastings, Nebraska 68902

32. **INTEGRATED AGREEMENT.** The parties hereto stipulate that this Agreement constitutes a total integration of all of the parties' covenants and agreements and terms hereof shall not be modified, except in writing, and upon agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this date and year first written.

CITY OF MCCOOK, NEBRASKA,
a municipal corporation

MCCOOK KENO, L.L.C.,
a Nebraska limited liability company

By: _____
Linda Taylor, Ex-officio Mayor
and Council President

By: _____
Michael J. Nevriy, Member

ATTEST:

Lea Ann Doak, City Clerk

Charitable Gaming

ANNUAL REPORT 2025

NEBRASKA

Good Life. Great Service.

DEPARTMENT OF REVENUE

Produced by the Nebraska Department of Revenue, Charitable Gaming Division

Charitable Gaming proceeds benefit nonprofit organizations

In compliance with Neb. Rev. Stat. § 9-1,101, this report summarizes tax revenues received from charitable gaming activities in Nebraska, as well as the expenses incurred in the administration and enforcement of the various charitable gaming acts.

Total dollars wagered on charitable gaming activities for FY2024-25 were \$362 million, a 2.6% decrease from FY2023-24, when approximately \$371 million was wagered.

Tax receipts from all charitable gaming activities for FY2024-25 were \$7.3 million, a 2.6% decrease from FY2023-24.

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Lottery/Raffle Gross Wagered, Expenses, Taxes, and Profit	14
Cash Devices	15

Fiscal Year Summary

JULY 1, 2024 TO JUNE 30, 2025

REVENUE, BUDGET, AND EXPENDITURES

The regulation and enforcement activities of the Charitable Gaming Division are self-supported by 40% of the taxes collected from bingo, pickle card, keno, and lottery/raffle activities, and a portion of the biennial license fees. During the 2024 Legislative Session, LB 1412 transferred \$7 million to the General Fund.

Revenue for the Charitable Gaming Operations Cash Fund and the General Fund from July 1, 2024, through June 30, 2025, was as follows:

Receipt Type	REVENUE		
	General Fund	Cash Fund	Total
Tax Revenue (TC 35-00)	\$4,422,976	\$2,946,289	\$7,369,265
Fee Revenue (TC 35-01 and 35-02) ¹	\$64,515	40,400	104,915
Other Revenue (Primarily Interest)		72,423	72,423
Total Revenue	\$4,487,491	\$3,059,112	\$7,546,603

BUDGET AND EXPENDITURES—FINANCE

Expenditure Type	Budgeted Amount ²	Actual Expenditure ³
Personal Services (Personnel)		
Salaries	\$1,293,864	\$ 965,669
Benefits	<u>491,185</u>	<u>334,662</u>
Total Personal Services	\$1,785,049	\$1,300,331
Operating Expenses	220,465	285,298
Travel Expenses	36,780	89,827
Capital Outlay	43,180	3,433
Total Charitable Gaming Expenses	\$2,085,474	\$1,678,889

¹ Actual general and cash fund fees collected.

² Budgeted amounts for FY2024-2025.

³ Actual expenses recorded on a cash basis of accounting.

Fiscal Year Summary

JULY 1, 2024 TO JUNE 30, 2025

CHARITABLE GAMING ACTIVITIES

Licensing

The number of licenses issued by type can be found on [page 6](#) and includes a comparison to the prior reporting period.

Licensing actions for the reporting period were as follows:

License application denials resolved by failure to contest within 30 days	3
License revoked per Tax Commissioner's Order	0
Administrative Fines assessed (cash devices)	1
Temporary Pickle Card Operator licenses granted	6
License application denials rescinded	10

Financial Compliance and Review

Bingo, pickle card, and lottery/raffle annual reports	713
Organizations not filing timely annual reports	313
Keno (county/city lottery) annual reports	185
Field audits of bingo, pickle card, keno	3
Annual report shortages or audited losses	46

Charitable Gaming Inspections

Cash Device inspections	6,040
Mechanical Amusement Device (MAD) inspections	4,715
Annual report reviews and filing follow-ups	1,132
Pickle card operator inspections	322
Keno compliance inspections	448
Administrative contacts and inquiries	38
Organization pickle card inspections	49
Organization bingo game inspections	13
Educational presentations to gaming licensees or potential licensees	271
Organization lottery and raffle inspections	53

Charitable Gaming Investigations

Investigations resulting from alleged violations or complaints	169
Manufacturer, distributor, and lottery operator background investigations	1

Wagering

SUMMARY OF GAMING DOLLARS WAGERED, TAXES AND FEES

GAMING DOLLARS WAGERED

	FYE 6/2025	FYE 6/2024	Increase/ (Decrease)	Percentage Change
County/City Lottery (Keno)	\$337,697,690	\$344,123,807	(\$6,426,117)	-1.87%
Pickle Cards	12,417,855	12,116,042	301,813	2.49%
Bingo	4,801,591	4,703,793	97,798	2.08%
Lottery/Raffle	6,730,768	10,517,058	(3,786,290)	-36.00%
Total Dollars Wagered	\$361,647,904	\$371,460,700	(\$9,812,796)	-2.64%

GAMING TAX REVENUE

	FYE 6/2025	FYE 6/2024	Increase/ (Decrease)	Percentage Change
County/City Lottery (Keno) ¹	\$6,753,954	\$6,882,476	(\$128,522)	-1.87%
Pickle Cards ²	313,031	309,859	3,172	1.02%
Bingo ³	144,049	141,114	2,935	2.08%
Lottery/Raffle ¹	134,615	210,341	(75,726)	-36.00%
Total Tax Revenue	\$7,345,649⁴	\$7,543,790	(\$198,141)	-2.63%

GAMING LICENSE FEES

	FYE 6/2025	FYE 6/2024	Increase/ (Decrease)	Percentage Change
Cash Fund	\$ 63,850	\$ 123,335	(\$ 59,485)	-48.23%
General Fund	65,410	185,093	(119,683)	-64.66%
Total License Fees	\$ 129,260	\$ 308,428	(\$179,168)⁵	-58.09%

Total Taxes and License Fees	\$7,474,909	\$7,852,218	(\$ 377,309)	-4.81%
-------------------------------------	--------------------	--------------------	---------------------	---------------

¹ 2% of gross proceeds.

² 10% of definite profit.

³ 3% of gross receipts.

⁴ Based upon taxes reported on tax returns filed for FY2024-2025 reporting periods; actual tax revenue on a cash basis for FY2024-2025 was \$7,369,265 (difference is due to a 30-day filing offset.)

⁵ Decrease attributable to biennial licensing cycle.

Wagering

GROSS WAGERING BY COUNTY

County	Bingo		Pickle Cards		Lottery/Raffle		Keno		Total	
	FYE 6/2025	FYE 6/2024	FYE 6/2025	FYE 6/2024	FYE 6/2025	FYE 6/2024	FYE 6/2025	FYE 6/2024	FYE 6/2025	FYE 6/2024
Adams	\$113,957	\$102,415	\$198,589	\$226,683	\$172,443	\$448,919	\$2,820,570	\$2,947,281	\$3,305,559	\$3,725,298
Antelope						122,950	2,179,501	2,687,258	2,179,501	2,810,208
Arthur					No Activity					
Banner					No Activity					
Blaine					No Activity					
Boone			10,680	27,480	52,126	253,770	345,688	345,324	408,494	626,574
Box Butte	108,671	56,942	58,439	61,935	44,125	109,960	328,501	394,748	539,736	623,585
Boyd					No Activity					
Brown	5,868	5,915		19,800	8,730	15,539	243,063	329,373	257,661	370,627
Buffalo	52,085	51,907	571,978	553,233	79,810	157,835	8,095,743	8,935,371	8,799,616	9,698,346
Burt			15,930	16,840			557,004	388,278	572,934	405,118
Butler			11,880	14,165	186,520	156,708	690,055	643,693	888,455	814,566
Cass	11,210	10,727	240,960	233,882	86,120	40,420	3,767,296	4,180,464	4,105,586	4,465,493
Cedar					360,267	247,003	46,168	31,318	406,435	278,321
Chase						20,000	264,107	267,925	264,107	287,925
Cherry	6,631	7,220	246,238	224,225	48,600	10,000			301,469	241,445
Cheyenne	27,107	23,025	164,185	180,965	25,367	27,120	1,067,851	1,108,842	1,284,510	1,339,952
Clay		300	30,080	56,690	30,000		491,518	484,579	551,598	541,569
Colfax	39,521	40,668	12,155	16,420	45,243	105,251	826,530	857,198	923,449	1,019,537
Cuming			75,695	78,360	159,170	156,135	192,657	205,423	427,522	439,918
Custer			23,760	36,160	17,500	26,900	413,747	632,598	455,007	695,658
Dakota			103,290	128,705	70,043	213,410	1,415,761	1,564,831	1,589,094	1,906,946
Dawes					40,000	49,600	407,407	528,755	447,407	578,355
Dawson	10,729	15,750	22,910	31,045			1,853,136	1,223,658	1,886,775	1,270,453
Deuel							278,134	314,570	278,134	314,570
Dixon			197,675	158,414	67,603	14,640		327	265,278	173,381
Dodge	11,732	15,955	478,690	379,450		87,430	8,676,852	8,454,580	9,167,274	8,937,415
Douglas	2,183,739	2,148,832	3,656,820	3,556,702	1,873,379	2,772,007	137,541,689	141,995,689	145,255,627	150,473,230
Dundy					No Activity					
Fillmore			37,650	51,505		12,980	627,422	432,657	665,072	497,142
Franklin							19,717	20,295	19,717	20,295
Frontier			4,235	14,670			139,025	88,042	143,260	102,712
Furnas			19,890	26,610		19,777			19,890	46,387
Gage			140,715	162,861	100,166	81,336	2,166,164	1,994,097	2,407,045	2,238,294
Garden			23,820	15,279		5,000	319,393	231,906	343,213	252,185
Garfield			21,915	38,765		13,970	64,913	59,766	86,828	112,501
Gosper						15,480	124,831	127,507	124,831	142,987
Grant					No Activity					
Greeley					36,350	82,130	1,182,039	1,353,027	1,218,389	1,435,157
Hall	304,680	329,102	724,071	793,134	113,000	487,714	7,180,947	7,104,436	8,322,698	8,714,386
Hamilton			143,240	175,950	26,000		45,363	56,245	214,603	232,195
Harlan						20,633			0	20,633
Hayes				6,720					0	6,720
Hitchcock	1,590	2,612	12,415	5,985	46,500		61,034	147,734	121,539	156,331
Holt			21,008	15,930		221,055	604,857	651,606	625,865	888,591
Hooker					15,000	15,000			15,000	15,000
Howard			19,845	6,230	212,735	231,985	1,309,738	1,300,625	1,542,318	1,538,840

Wagering

GROSS WAGERING BY COUNTY (CONTINUED)

County	Bingo		Pickle Cards		Lottery/Raffle		Keno		Total	
	FYE 6/2025	FYE 6/2024	FYE 6/2025	FYE 6/2024	FYE 6/2025	FYE 6/2024	FYE 6/2025	FYE 6/2024	FYE 6/2025	FYE 6/2024
Jefferson			74,295	76,901		31,879	339,065	364,920	413,360	473,700
Johnson						39,925	75,125	426,644	75,125	466,569
Kearney			38,203	50,960	60,740	66,347			98,943	117,307
Keith	30,525	37,595	120,840	75,375			1,221,069	1,363,782	1,372,434	1,476,752
Keya Paha					No Activity					
Kimball		4,059		4,854	33,800	40,050	78,733	195,282	112,533	244,245
Knox	5,126				87,504	105,522	333,660	256,234	426,290	361,756
Lancaster	1,196,877	1,191,376	2,005,192	1,890,885	914,330	1,169,120	62,181,089	58,920,255	66,297,488	63,171,636
Lincoln	49,385	58,390	562,812	408,241	98,894	139,612	5,117,790	5,131,007	5,828,881	5,737,250
Logan					No Activity					
Loup				12,400						12,400
Madison	93,362	84,579	180,675	142,605	94,540	368,449	6,601,496	6,181,274	6,970,073	6,776,907
McPherson					No Activity					
Merrick			69,615	83,554	12,790	15,680	933,241	998,682	1,015,646	1,097,916
Morrill					45,000	30,000	640,534	602,927	685,534	632,927
Nance		242	5,235	7,460		28,020	496,494	907,011	501,729	942,733
Nemaha							101,296	59,035	101,296	59,035
Nuckolls				5,955	35,805	65,725	180,602	223,409	216,407	295,089
Otoe			15,885	15,885		31,080	1,913,669	1,868,883	1,929,554	1,915,848
Pawnee	918	887	28,563	27,750					29,481	28,637
Perkins							331,975	305,118	331,975	305,118
Phelps			39,795	57,940	24,744	16,149	275,693	281,345	340,232	355,434
Pierce	4,067	3,378	23,820	30,760	5,898		353,988	296,559	387,773	330,697
Platte	207,170	231,182	344,053	377,695	292,967	685,399	6,099,068	7,809,801	6,943,258	9,104,077
Polk			15,960	48,450	5,000				20,960	48,450
Red Willow	29,762	33,377	99,982	81,534	23,555	85,880	688,570	850,842	841,869	1,051,633
Richardson	16,118	4,655	11,970		54,556	68,469	669,130	998,581	751,774	1,071,705
Rock					No Activity					
Saline	6,584	8,710	79,756	91,923	88,860	129,995	1,957,734	2,060,997	2,132,934	2,291,625
Sarpy	10,991	2,927	209,222	241,816	273,422	266,260	49,381,863	48,863,474	49,875,498	49,374,477
Saunders	5,280	4,620	368,778	312,833	180,212	160,100	2,114,629	2,701,439	2,668,899	3,178,992
Scotts Bluff	243,509	205,947	377,666	322,341	167,396	152,180	6,099,392	7,315,403	6,887,963	7,995,871
Seward			16,175	22,795	97,050	51,890	278,312	306,320	391,537	381,005
Sheridan			37,888	28,990		31,950	7,060	11,807	44,948	72,747
Sherman	5,750	5,040	9,974	10,479	22,180	68,100	82,023	88,180	119,927	171,799
Sioux					4,000	4,540			4,000	4,540
Stanton			5,940	5,940		10,000			5,940	15,940
Thayer	1,151	1,612			56,898	56,761			58,049	58,373
Thomas					No Activity					
Thurston					1,440	5,840			1,440	5,840
Valley	17,496	13,847	23,880	8,692	29,700	30,575	403,448	324,852	474,524	377,966
Washington			217,455	158,880	85,050	149,215	1,720,820	1,389,262	2,023,325	1,697,357
Wayne			99,029	81,868		83,174	251,797	342,948	350,826	507,990
Webster			6,720	33,110		27,225	165,186	196,784	171,906	257,119
Wheeler							66,158	153,172	66,158	153,172
York			39,719	82,378	17,640	59,290	188,560	237,552	245,919	379,220
TOTAL	\$4,801,591	\$4,703,793	\$12,417,855	\$12,116,042	\$6,730,768	\$10,517,058	\$337,697,690	\$344,123,807	\$361,647,904	\$371,460,700

Licensing

LICENSEE COMPARISON OF CURRENT YEAR TO PRIOR YEAR

	Biennial License Fee	Number of Licenses FYE 6/2025	Number of Licenses FYE 6/2024	Net Change
KENO				
Counties, cities, and villages licensed to conduct keno	\$100	190	179	11
Keno lottery operators	\$500	178	167	11
Keno sales outlet locations (including satellite locations) ¹	-	835	785	50
Keno lottery workers	-	3056	3013	43
PICKLE CARD				
Organizations licensed to conduct Class I lottery by pickle cards	\$200	117	117	0
Organizations licensed to conduct Class II lottery by pickle cards	\$300	124	136	(12)
Pickle card operators	\$100	319	317	2
Pickle card operator authorizations	-	373	391	(18)
Sales agents	\$100	152	165	(13)
BINGO				
Organizations licensed to conduct Class I bingo	\$30	46	47	(1)
Organizations licensed to conduct Class II bingo	\$100	9	8	1
Gaming Managers	\$100	10	9	1
Lessors of commercial bingo halls	-	2	2	0
Commercial bingo halls	\$200	4	4	0
LOTTERY/RAFFLE				
Organizations licensed to conduct lotteries and raffles	\$30	396	435	(39)
MANUFACTURERS AND DISTRIBUTORS				
Manufacturers of bingo equipment and pickle cards	\$3,050	4	4	0
Distributors of bingo equipment and pickle cards	\$3,050	2	2	0
Manufacturer-distributors of keno supplies and equipment	\$1,525	5	5	0
OTHER LICENSES AND PERMITS				
Special Event bingo permits ²	\$15	92	95	(3)
Pickle card dispensing devices registered ³	\$50	329	351	(22)
Lottery and raffle special permits ⁴	\$10	321	411	(90)
Utilization of funds members ⁵	\$40	714	765	(51)

¹ Number of physical sales outlet locations was 569. Some locations may hold a license for more than one lottery.

² Fee per event; maximum of two events per calendar year not to exceed 14 days in total.

³ Fee per device; calendar year registration.

⁴ Fee per permit; one per 12-month period ending September 30 for special lottery or special raffle, or both.

⁵ Biennial fee; licensed organizations are required to license at least one utilization of funds member who is responsible for the proper use of bingo receipts, pickle card proceeds, or lottery and raffle proceeds.

Licensing

KENO LICENSES BY COUNTY¹

	Counties, Cities, & Villages		Lottery Operations ²		Sales Outlets ³	
	FYE 6/2025	FYE 6/2024	FYE 6/2025	FYE 6/2024	FYE 6/2025	FYE 6/2024
ADAMS	2	1	16	15	7	6
ANTELOPE	4	3			4	3
BOONE	4	4			5	5
BOX BUTTE	2	2			2	2
BROWN	1	1			1	1
BUFFALO	5	4	2	1	12	9
BURT	2	2			3	2
BUTLER	4	3			3	2
CASS	8	8	1	1	15	13
CEDAR	3	2			2	1
CHASE	2	2			2	2
CHERRY						
CHEYENNE	2	2	1	1	6	6
CLAY	3	2			5	3
COLFAX	2	2			4	3
CUMING	2	2			2	2
CUSTER	1	2			1	1
DAKOTA	2	2			4	4
DAWES	2	2			4	4
DAWSON	1	1			5	5
DEUEL	2	1			2	1
DIXON						
DODGE	4	4			21	21
DOUGLAS	6	6	19	18	384	373
FILLMORE	2	2			2	2
FRANKLIN	1	1			1	1
FRONTIER	1	1		1	1	1
FURNAS	1	1				
GAGE	6	5	1	1	8	7
GARDEN	1	1			2	2
GARFIELD	1	1			1	1
GOSPER	1	1			2	2
GREELEY	4	3			4	3
HALL	2	2	1	1	11	9
HAMILTON	1	1			1	1
HARLAN	1	1			1	1
HAYES						

¹ Only those counties with keno licensees in these years are listed.

² Lottery operator licenses based on principal office location.

³ Number of physical sales outlet locations was 569. Some locations may hold a license for more than one lottery.

Licensing

KENO LICENSES BY COUNTY¹ (CONTINUED)

	Counties, Cities, & Villages		Lottery Operations ²		Sales Outlets ³	
	FYE 6/2025	FYE 6/2024	FYE 6/2025	FYE 6/2024	FYE 6/2025	FYE 6/2024
HITCHCOCK	1	1			1	1
HOLT	3	1			3	2
HOWARD	2	2			2	2
JEFFERSON	1	1			2	2
JOHNSON	1	1			1	1
KEITH	1	1			8	7
KIMBALL	1	1			1	1
KNOX	4	4			6	6
LANCASTER	10	10	29	27	107	99
LINCOLN	3	3	2	2	13	11
MADISON	4	4			16	16
MERRICK	3	3			4	4
MORRILL	2	2			4	3
NANCE	2	2			5	5
NEMAHA	2	2			2	2
NUCKOLLS	3	3			3	3
OTOE	3	3	1	1	5	5
PERKINS	3	3			3	2
PHELPS	1	1	1	1	1	1
PIERCE	4	4			6	6
PLATTE	5	5	67	60	17	18
POLK	1	1				
RED WILLOW	1	1	1	1	3	3
RICHARDSON	1	1			1	1
SALINE	3	2			6	5
SARPY	6	6	26	26	43	38
SAUNDERS	9	9	1	1	10	11
SCOTTS BLUFF	6	6	7	7	14	13
SEWARD	1	2			2	3
SHERIDAN	1	1			1	1
SHERMAN	1	1			2	2
THAYER	2	2			1	
VALLEY	2	2			2	2
WASHINGTON	4	4	1	1	7	5
WAYNE	2	2			3	3
WEBSTER	1	1			1	1
WHEELER	1	1			1	1
YORK	2	2	1	1		
TOTAL	189	179	178	167	835	785

¹ Only those counties with keno licensees in these years are listed.

² Lottery operator licenses based on principal office location.

³ Number of physical sales outlet locations was 569. Some locations may hold a license for more than one lottery.

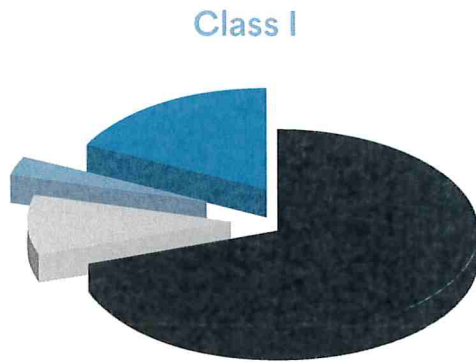
The Games—Bingo

GROSS WAGERED, EXPENSES, TAXES AND PROFIT

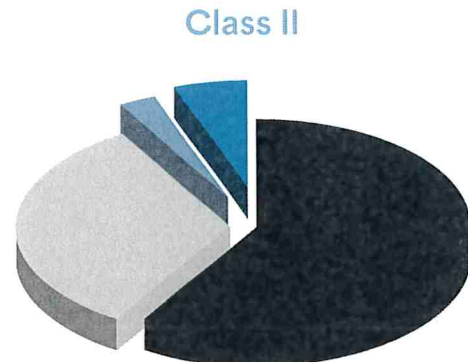
FISCAL YEARS ENDING JUNE 2025 AND JUNE 2024

	FYE 6/2025 Class I ¹	FYE 6/2025 Class II ²	FYE 6/2025 Total	FYE 6/2024 Total	Increase/ (Decrease)
Gross Wagered	\$903,243	\$3,898,348	\$4,801,591	\$4,703,793	\$ 97,798
Less Expenses					
Prizes	631,068	2,304,538	2,935,606	2,930,902	4,704
Expenses	85,891	1,269,562	1,355,453	1,203,985	151,468
Taxes	27,098	116,951	144,049	141,114	2,935
Profit	\$159,186	\$ 207,297	\$ 366,483	\$ 427,792	(\$61,309)

FYE 6/2025



69.87% Prizes
 3.00% Taxes
 9.51% Expenses
 17.62% Profit



59.12% Prizes
 3.00% Taxes
 32.56% Expenses³
 5.32% Profit

¹ Class I Bingo - Gross receipts under \$100,000 annually.

² Class II Bingo - Gross receipts of \$100,000 or more annually.

³ Includes both variable and fixed expenses. Class II expenses in excess of 14% are attributable to rental of bingo halls.

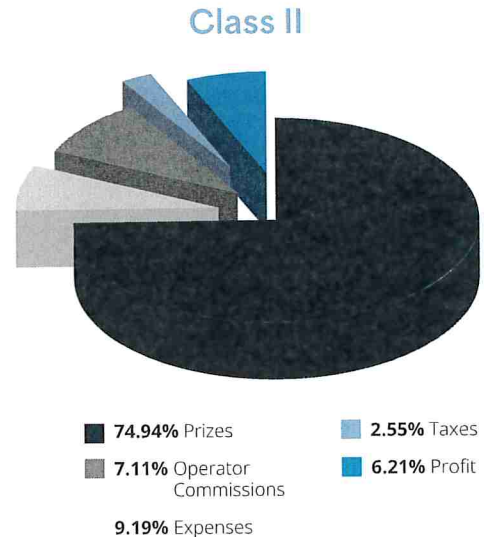
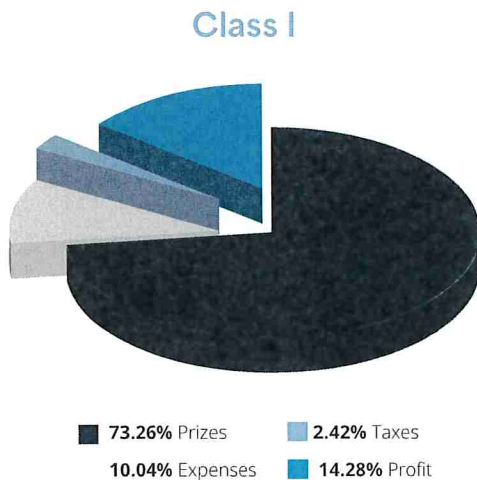
The Games—Pickle Cards

GROSS WAGERED, EXPENSES, TAXES, AND PROFIT

FISCAL YEARS ENDING JUNE 2025 AND JUNE 2024

	FYE 6/2025 Class I ¹	FYE 6/2025 Class II ²	FYE 6/2025 Total	FYE 6/2024 Total	Increase/ (Decrease)
Gross Wagered⁵	\$3,229,468	\$9,188,387	\$12,417,855	\$12,116,042	\$301,813
Less Expenses					
Prizes	2,366,024	6,885,370	9,251,394	8,643,049	608,345
Operator Commissions ³		652,839	652,839	636,467	16,372
Expenses	324,032	844,711	1,168,743	1,140,105	28,638
Taxes ⁴	78,230	234,801	313,031	309,859	3,172
Profit	\$ 461,182	\$ 570,666	\$ 1,031,848	\$ 1,386,562	(\$354,714)

FYE 6/2025



Number of Pickle Card Units Sold	FYE 6/2025 4,736	FYE 6/2024 4,619
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¹ Class I licensees sell pickle cards at their own premises (such as a club facility) and at their bingo games (if licensed for bingo).
² Class II licensees, in addition to selling at their clubs and bingo games, can also sell pickle cards through licensed pickle card operators.
³ Applies to Class II only. The statutory maximum allowed for a pickle card operator commission is 30% of definite profit, which is approximately 6% of gross proceeds.
⁴ The statutory pickle card tax rate is 10% of definite profit.
⁵ Based on organization purchases reported by distributor.

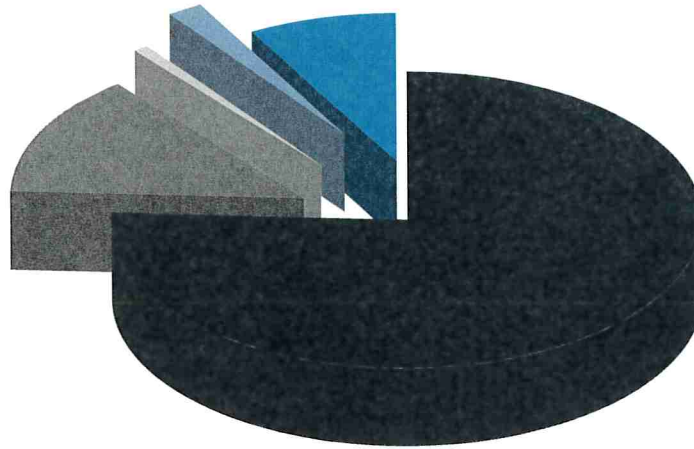
The Games—Keno

GROSS WAGERED, EXPENSES, TAXES, AND PROFIT

FISCAL YEARS ENDING JUNE 2025 AND JUNE 2024

	FYE 6/2025	FYE 6/2024	Increase/(Decrease)
Gross Wagered	\$ 337,697,690	\$ 344,123,807	(\$6,426,117)
Less Expenses			
Prizes	256,744,683	259,794,095	(3,049,412)
Lottery Operator Commissions	45,220,017	45,711,367	(491,350)
Expenses	2,090,466	2,234,095	(143,629)
Taxes	6,753,954	6,882,476	(128,522)
Profit	\$ 26,888,570	\$ 29,501,774	(\$2,613,204)

FYE 6/2025



Gross Wagered by Licensee

KENO

County/City	FYE 6/2025	FYE 6/2024	County/City	FYE 6/2025	FYE 6/2024
Adams	\$211,289	\$285,109	Doniphan	\$136,231	\$106,446
Adams County	163,012	NL	Dorchester	131,523	115,834
Albion	157,963	217,346	Dwight	0 ¹	0 ¹
Alliance	82,289	152,423	Eagle	220,017	179,264
Arlington	0 ⁴	0 ⁴	Elm Creek	0 ¹	0 ¹
Ashland	650,646	886,351	Ewing	580,479	651,606
Auburn	65,839	59,035	Exeter	107,066	99,938
Avoca	50,181	174,998	Fairbury	339,065	364,920
Bancroft	161,309	167,693	Farwell	318,010	277,830
Bartlett	66,158	153,172	Filley	227,350	202,171
Battle Creek	166,487	181,264	Fort Calhoun	242,696	250,277
Bayard	198,010	174,666	Fremont	8,302,295	7,976,443
Beatrice	1,164,311	1,090,436	Fullerton	174,985	211,045
Beemer	31,348	37,730	Garden Co.	319,393	231,906
Bellevue	11,568,857	10,948,015	Garfield Co.	64,913	59,766
Bennet	79,713	65,647	Geneva	520,356	332,719
Bennington	1,312,530	1,188,641	Genoa	321,509	695,966
Big Springs	31,936	NL	Gering	1,618,105	1,759,607
Blair	1,478,124	1,138,985	Gibbon	420,913	397,017
Bloomfield	31,475	34,533	Giltner	45,363	56,245
Blue Hill	165,186	196,784	Gosper Co.	124,831	127,507
Blue Springs	115,169	94,589	Greeley	97,193	36,255
Bridgeport	442,524	428,261	Greenwood	87,097	100,178
Broken Bow	413,747	536,608	Gretna	1,854,478	1,802,750
Buffalo County	574,824	727,437	Hall Co.	7,044,716	6,997,990
Callaway	0	95,990	Hallam	269,406	176,410
Cambridge	0 ¹	0 ¹	Hartington	45,516	31,318
Cass Co.	514,951	805,834	Harvard	199,691	289,435
Cedar County	652	NL	Hastings	2,657,558	2,947,281
Cedar Creek	168,530	209,708	Hemingford	246,212	242,325
Cedar Rapids	7,178	14,003	Hickman	478,873	387,447
Central City	134,364	117,990	Holdrege	275,693	281,345
Chadron	159,495	152,387	Hoskins	0 ³	0 ³
Chase Co.	23,287	27,420	Humphrey		74,454
Cheyenne Co.	828,055	983,730	Inglewood	0 ⁴	0 ⁴
Clatonia	18,527	NL	Johnson Co.	3,594	NL
Clearwater	26,346	NL	Kearney	7,100,006	7,810,917
Columbus	5,221,347	6,408,903	Keith Co.	1,221,069	1,363,782
Crawford	247,912	376,368	Kennard	0 ⁴	0 ⁴
Crete	1,686,946	1,940,054	Kimball	78,733	195,282
Curtis	139,025	88,042	Knox Co.	235,846	155,659
Dawson Co.	1,853,136	1,223,658	LaVista	15,041,671	16,626,429
Denton	6,850,319	5,593,230	Lawrence	35,457	27,781
Deshler		0 ¹	Lincoln	51,278,259	49,353,751
Deuel Co.	246,198	314,570	Lindsay	0 ¹	0 ¹
Dewitt	139,265	NL	Linwood	6,870	NL
Dodge	111,411	266,952	Lodgepole	0 ¹	0 ¹

Gross Wagered by Licensee

KENO (CONTINUED)

County/City	FYE 6/2025	FYE 6/2024	County/City	FYE 6/2025	FYE 6/2024
Long Pine	\$243,063	\$329,373	Rulo	\$669,130	\$998,581
Lorton	174,460	194,283	Rushville	7,060	11,807
Louisville	172,604	146,002	Sarpy Co.	6,690,481	6,290,491
Loup City	82,023	88,180	Schuyler	826,530	857,198
Lyman	210,119	220,170	Scotia	387,144	331,922
Madrid	21,286	20,745	Scotts Bluff Co.	4,127,949	5,176,703
McCook	688,570	850,842	Silver Creek	581,132	666,867
McGrew	134,107	134,478	South Sioux City	1,415,761	1,564,831
Mead	17,469	158,988	Spalding	684,121	984,850
Meadow Grove	43,305	45,197	Sprague	234,949	266,753
Memphis	114,156	99,315	Springfield	462,287	499,120
Milford	275,682	267,288	St. Edward	69,734	60,198
Minatare	9,112	13,818	St. Paul	991,728	1,022,795
Monroe	521,540	799,791	Sterling	NL	0 ²
Morse Bluff	77,484	93,914	Stuart	21,048	NL
Murdock	26,124	847	Superior	13,268	50,657
Neligh	494,692	551,355	Surprise	353,597	274,358
Nelson	167,334	144,971	Sutherland	141,592	218,216
Newcastle	NL	327	Sutton	291,827	195,144
Niobrara	66,339	66,042	Syracuse	60,433	58,818
Norfolk	6,128,486	5,954,813	Tecumseh	71,531	426,644
North Bend	263,146	211,185	Tekamah	543,270	368,388
North Platte	4,976,198	4,912,791	Terrytown	0	10,627
Oak	0 ¹	0 ¹	Tilden	263,218	222,701
Oakland	13,734	19,890	Trenton	61,034	147,734
Omaha	107,780,545	111,171,538	Unadilla	NL	NL
O'Neill	3,330	NL	Upland	19,717	20,295
Orchard	1,100,702	803,908	Utica	0	3,654
Ord	403,448	324,852	Valley	1,019,632	1,141,677
Osceola	0 ¹	0 ¹	Valparaiso	15,093	10,652
Osmond	111,679	114,541	Venango	310,689	284,373
Otoe Co.	1,678,776	1,615,782	Waco	188,560	237,552
Palmer	217,745	213,825	Wahoo	612,935	756,574
Papillion	13,764,089	12,696,669	Waterloo	493,951	514,716
Petersburg	110,813	53,777	Wauneta	240,820	240,505
Pierce	158,719	182,018	Waverly	2,746,294	2,883,207
Plainview	83,590	222,671	Wayne	251,797	342,948
Platte County	356,181	474,339	Weston	30,590	21,325
Plattsmouth	2,527,792	2,563,633	Wilber	0	5,109
Pleasant Dale	2,630	35,378	Wolbach	13,581	NL
Potter	239,796	125,112	Wymore	429,518	321,792
Ralston	26,935,031	27,979,117	Wynot	0 ¹	0 ¹
Raymond	0	8,493	York	0 ¹	0 ¹
Richland	0	52,314	Yutan	596,256	674,320
Rising City	329,588	369,335	TOTALS	\$337,697,690	\$344,123,807
Roca	243,276	185,317			
Royal	557,761	886,623			

¹ City/County licensed but did not carry keno at that time.

² Interlocal agreement with Omaha and proceeds are reported by Omaha.

³ Interlocal agreement with Norfolk and proceeds are reported by Norfolk.

⁴ Interlocal agreement with Fremont and proceeds are reported by Fremont.

NL = not licensed

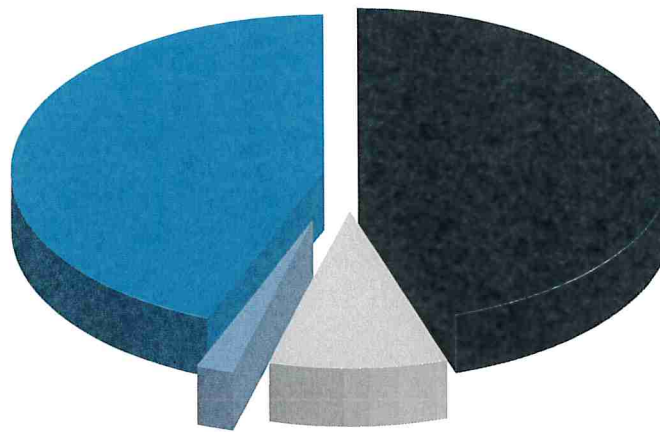
The Games—Lottery/Raffle

GROSS WAGERED, EXPENSES, TAXES AND PROFIT

FISCAL YEARS ENDING JUNE 2025 AND JUNE 2024

	FYE 6/2025	FYE 6/2024	Increase/(Decrease)
Lottery Gross Wagered	\$2,840,520	\$ 5,375,043	(\$ 2,534,523)
Raffle Gross Wagered	3,890,248	5,142,015	(1,251,767)
Total Gross Proceeds¹	\$6,730,768	\$10,517,058	(\$3,786,290)
Less Expenses			
Prizes	3,040,949	4,365,931	(1,324,982)
Expenses	616,826	662,615	(45,789)
Taxes	134,615	210,341	(75,726)
Profit	\$2,938,378	\$ 5,278,171	(\$2,339,793)

FYE 6/2025



45.18% Prizes
 2.00% Taxes
 9.17% Expenses
 43.65% Profit

¹Decrease in gross proceeds due to LB 1204, passed in the 2024 Nebraska Legislative Session, which raised the filing threshold for lotteries and raffles to \$15,000.

Cash Devices

JULY 1, 2024 TO JUNE 30, 2025

The Mechanical Amusement Device Tax Act (77-3001) differentiates Cash Devices (also known as skill games) from other types of amusement device, and sets forth a licensure and regulatory framework to ensure such devices are not games of chance. The process is managed by the Charitable Gaming Division, and a summary of the program is as follows:

Cash Devices

Distributors operating	46
Cash devices	5,800
Decals issued.....	7,645
Operator locations.....	1,761
Operator denials	106
Device denials	0
Device seizures	28

For further information, please contact the Nebraska Department of Revenue, Charitable Gaming Division,
137 NW 17th Street, PO Box 94855, Lincoln, Nebraska 68509-4855, 402-471-5937
revenue.nebraska.gov/gaming

CITY MANAGER’S REPORT
MAY 4, 2026 MCCOOK CITY COUNCIL MEETING

ITEM: 5.A.

Approve an Option Agreement between the City of McCook and Hoppe & Son, LLC for the grant of an option to purchase real property, preliminarily described as Lots 7 and 8, Block 2, Walters First Addition, City of McCook, Red Willow County, Nebraska.

BACKGROUND:

The City of McCook and McCook Economic Development Corporation have been in discussions with Hoppe & Son, LLC regarding the sale of real estate preliminarily described as Lots 7 and 8, Block 2, Walters First Addition, City of McCook, Red Willow County, Nebraska. Hoppe is a residential development company that specializes in building multi-family apartments and town homes. Hoppe has a large presence in Nebraska, building multi-family units in Omaha, Lincoln, Grand Island, Hastings, Beatrice, and Lexington, amongst other communities. Hoppe is interested in constructing a multi-family development in McCook, with the preferred site located south of the P.F.C. Gerald L. Walters Youth Sports Complex. While not zoned at this time, the plan has been to zone the lots at issue as multi-family parcels.

This Hoppe project intends to utilize Low-Income Housing Tax Credits allocated by the Nebraska Investment Finance Authority to assist with development. Hoppe will file an application with NIFA for such consideration, with the application due date set for May 7, 2026. As part of the application, Hoppe must demonstrate they have an interest in the parcels. The City of McCook and Hoppe are not ready to move forward with a real estate purchase agreement, so an option agreement is necessary to satisfy NIFA’s requirements. The Option Agreement is attached to this report, and a value for the option has been set at \$10,000, which serves as consideration from Hoppe to maintain first position for purchasing the lots.

The City of McCook has not received its appraisal for the lots, making it difficult to assign a value for the purchase price. Based on prior projects, Hoppe has recommended a purchase price of \$76,121.10 for the lots. City staff wants to receive the appraisal prior to committing to the value assigned by Hoppe. As such, Section II of the Option Agreement contains an “or” provision, listing the purchase price at \$76,121.10 “or” at a price adjustable based on the finished appraised value. Details of the “or” provision can be found in Section II of the Option Agreement.

One item that is still being negotiated is the option period. Due to the city’s desire to use the proceeds of the sale to pay down its debt obligations, it is preferable to keep the option period as short as possible to allow for a pivot should the parties not agree to terms. The appropriate option period depends on the appraised value and potential additional consideration from the MEDC. The City of McCook, MEDC, and Hoppe will continue to work through this detail in anticipation of Monday’s City Council meeting. Additionally, the final option agreement will be between the City of McCook and Hoppe, not the MEDC and Hoppe.


Hoppe & Son, LLC will have representatives available to discuss their company, plans for McCook’s development project, and answer questions at the City Council meeting on Monday evening.

APPROVALS:



Lea Ann Doak, City Clerk

April 30, 2026



Nathan A. Schneider, City Manager

April 30, 2026

OPTION AGREEMENT
[McCook, Nebraska Property]

THIS OPTION AGREEMENT (the "Agreement") is made and entered into as of the date last signed below (the "Effective Date") by and between **MCCOOK ECONOMIC DEVELOPMENT CORPORATION**, a Nebraska corporation, with a mailing address 402 Norris Ave., Suite 301, McCook, Nebraska ("Seller"), as owner(s) of the real property described herein, and **HOPPE & SON, LLC**, a Nebraska limited liability company, with an address at 1620 S 84th Street, Lincoln, Nebraska 68506 ("Purchaser").

The property that is the subject of this Agreement, as more particularly defined below, is being subdivided and legally described pursuant to a final plat commonly referred to as the "Walters Final Plat" (the "Final Plat"), a copy of which is attached hereto as Exhibit B, and which is anticipated to be filed and recorded in Red Willow County, Nebraska.

I. GRANT OF THE OPTION

In consideration of **TEN THOUSAND AND 00/100 CENTS (\$10,000.00)** deposit fee paid by Purchaser (the "Option Fee"), Seller hereby grants Purchaser the exclusive option to purchase the real property described in Exhibit A attached hereto and incorporated herein by reference, together with all easements, rights, and appurtenances thereto (the "Property"). The entire Option Fee shall be fully refundable to Purchaser and shall be returned to Purchaser if (i) Purchaser elects not to exercise the Option for any reason, (ii) after exercise of the Option the parties fail to fully execute the definitive Purchase Agreement (as defined in Section X), or (iii) the transaction contemplated by such Purchase Agreement fails to close for any reason. In any such event, Seller shall refund the Option Fee to Purchaser within ten (10) business days following Purchaser's written notice of termination. In the event of any breach of this Agreement by Seller or fraud by Seller, the entire Option Fee shall be immediately refundable to Purchaser.

Notwithstanding anything herein to the contrary, the parties acknowledge and agree that the legal descriptions of the Property set forth in this Agreement, including Exhibit A, are preliminary in nature and are based upon the proposed Walters Final Plat attached hereto as Exhibit B. The final legal descriptions of the Property shall be subject to the approval, filing, and recording of such final plat with Red Willow County, Nebraska. Upon recordation of the Walters Final Plat, the legal descriptions shall be automatically deemed amended to conform to the recorded plat without the

need for further action by the parties, and the same shall be incorporated into the definitive Purchase Agreement.

II. PURCHASE PRICE

The purchase price for the Property under this Option shall be **SEVENTY-SIX THOUSAND ONE HUNDRED TWENTY-ONE AND 10/100 DOLLARS (\$76,121.10)** (the "Purchase Price"). The Purchase Price is allocated among the lots as \$31,363.20 for Lot 7 and \$44,757.90 for Lot 8.

The Purchase Price is allocated between the lots on a per-square-foot basis at \$0.75 per square foot, which the parties agree reflects fair market value. The sum of the foregoing allocated amounts equals the Purchase Price, notwithstanding any prior asking prices discussed by the parties. In the event that Purchaser ultimately purchases one or both lots comprising the Property, the Option Fee paid pursuant to Section I shall be credited against the Purchase Price at each respective closing on a pro-rata basis. If Purchaser acquires only one lot, only the portion of the Option Fee allocated to that lot shall be credited at closing, and the remaining portion shall be handled in accordance with the refund and forfeiture provisions of Section I.

The parties acknowledge that Seller has ordered a formal appraisal of the Property (the "Appraisal") and the parties are awaiting receipt of same. The Purchase Price set forth above shall be subject to adjustment upon receipt of the Appraisal as follows: (a) if the appraised value reflected in the Appraisal is within fifteen percent (15%) above the currently set Purchase Price of \$76,121.10, the appraised value shall automatically be deemed the Purchase Price for purposes of the definitive Purchase Agreement without further action by the parties; (b) if the appraised value exceeds the currently set Purchase Price by more than fifteen percent (15%), Purchaser shall have the right, in its sole discretion, to either (i) proceed with the exercise of this Option using the appraised value as the Purchase Price, or (ii) terminate this Agreement, in which case the entire Option Fee shall be returned to Purchaser in full within ten (10) business days; and (c) if the appraised value is less than \$76,121.10, the appraised value shall be the Purchase Price in the definitive Purchase Agreement. The parties agree to execute an addendum to this Option Agreement promptly upon receipt of the Appraisal to memorialize the adjusted Purchase Price in accordance with the foregoing terms.

III. OPTION PERIOD

Purchaser shall have until the date that is eighteen (18) months after the Effective Date of this Agreement (the "Option Period") to exercise this Option by delivering written notice to Seller. The Option Period may be extended by mutual written consent of the parties. Purchaser may exercise this Option as to one or both lots at any time during the Option Period. A partial exercise of this Option as to one lot shall

not terminate or otherwise affect Purchaser's rights with respect to the remaining lot, and the Option Period shall continue to run as to any lot for which an Exercise Notice has not yet been delivered. If Purchaser fails to properly exercise this Option as to any lot before the expiration of the Option Period, this Option shall terminate as to that lot, and the portion of the Option Fee allocated to that lot shall be promptly returned to Purchaser within ten (10) business days following the expiration of the Option Period.

IV. DUE DILIGENCE; ACCESS; FINANCING AND APPROVALS; CONTINUATION UNDER PURCHASE AGREEMENT.

(a) Due Diligence and Access. During the Option Period, Purchaser may, at Purchaser's expense and upon reasonable prior notice to Seller, enter onto the Property to make such inspections, tests, and investigations of the Property and the proposed project as Purchaser believes are needed (collectively, "Due Diligence"). Due Diligence may include, without limitation, surveys, environmental site assessments, soil and geotechnical tests, review of utilities and infrastructure, review of existing leases or use agreements, and review of applicable zoning, land use, and other governmental requirements. Purchaser shall use reasonable care in conducting Due Diligence and shall repair any material damage it causes to the Property from invasive testing.

(b) Seller Cooperation; Indemnity. Seller shall reasonably cooperate with Purchaser, at no material cost to Seller, by allowing access to the Property and by providing copies of any existing surveys, environmental reports, title reports or commitments, and other material information about the Property that Seller has. Purchaser will not unreasonably interfere with any existing occupants. Purchaser shall be responsible for, and shall indemnify Seller against, third-party claims for property damage or bodily injury caused directly by Purchaser's or its contractors' activities on the Property in connection with Due Diligence, but Purchaser is not responsible for pre-existing conditions or for Seller's own negligence or willful misconduct.

(c) Financing, Tax Credit, and Program Approvals. As part of its Due Diligence, Purchaser may, in its discretion, seek and evaluate: (i) commitments, term sheets, or letters of intent for construction, bridge, and/or permanent financing from one or more lenders; (ii) commitments or letters of intent from tax credit investors, syndicators, or other equity providers; (iii) determinations and approvals from the Nebraska Investment Finance Authority ("NIFA") and any applicable bond issuer, including any resolutions, allocations, tax credit reservations, or other approvals needed for tax-exempt bond financing, Low-Income Housing Tax Credits, or similar programs; and (iv) commitments or awards for any other subordinate, soft, gap, or affordable housing funding sources Purchaser determines are needed for the project. All

of the foregoing must be on terms acceptable to Purchaser in Purchaser's sole discretion.

(d) Condition to Exercise; Option-Level Termination. It is a condition to Purchaser's exercise of this Option that Purchaser (i) has had a reasonable opportunity to complete such Due Diligence as Purchaser chooses to perform under this Section IV, and (ii) is satisfied, in Purchaser's sole discretion, with the results of its Due Diligence and the status and terms of the financing and other program approvals described above. Purchaser is not required to exercise this Option if, at any time during the Option Period, Purchaser determines that any of the Property, the project, or the applicable approvals or proposed financing is not acceptable to Purchaser. If Purchaser decides not to proceed for any such reason before exercising this Option, Purchaser may give written notice to Seller, this Agreement will end (except for any provisions that state they survive), and the Option Fee will be handled as set out in Section I.

(e) Continuation Under Purchase Agreement (60-Day Period). If Purchaser exercises this Option and the parties sign a definitive purchase and sale agreement for the Property (the "Purchase Agreement"), the Due Diligence and approval concepts in this Section IV will be carried over into the Purchase Agreement as Purchaser's due diligence and feasibility contingency for a period of sixty (60) days after the effective date of the Purchase Agreement (the "PA Due Diligence Period"), subject to any consistent changes the parties agree to in the Purchase Agreement. After the Purchase Agreement is signed, Purchaser's right to terminate based on Due Diligence will be governed by the Purchase Agreement and will expire at the end of the PA Due Diligence Period, except to the extent any specific provisions are expressly stated to survive beyond that period or beyond closing.

V. SITE COMPLIANCE WITH NIFA QAP

The parties acknowledge that Purchaser intends to develop Lot 7 and/or Lot 8 using 9% Low-Income Housing Tax Credits allocated by the Nebraska Investment Finance Authority ("NIFA") pursuant to NIFA's applicable Qualified Allocation Plan (the "QAP"), and/or State Affordable Housing Trust Fund financing, Rural Workforce Housing funding, tax-exempt bond financing, or as a market rate housing project, in each case as determined by Purchaser in its sole discretion. For purposes of this Agreement, the Final Site for each lot shall be established separately in the applicable definitive Purchase Agreement, after completion of Purchaser's due diligence and, as applicable, consultation with NIFA. Each lot's legal description and configuration shall (i) be suitable for the construction and operation of the proposed project on that lot in accordance with all applicable program requirements, and (ii) not include any excess acreage not necessary for the construction and use of that project. Seller agrees to cooperate in good faith, at no material cost to Seller, in any reasonable lot line

adjustments, replats, subdivisions, or related actions required to establish the Final Site for either lot. Seller acknowledges and agrees that, during the Option Period, Seller shall have no right to revoke, terminate, or withdraw this Option except as expressly provided in this Agreement.

VI. CONDITIONS PRECEDENT TO EXERCISE

This Option is contingent upon the following conditions precedent, all of which must be satisfied (or waived by Purchaser in writing) prior to Purchaser's exercise of the Option:

(a) Tax Credits and Financing: Purchaser obtaining approval of its application for an allocation of tax credits (including but not limited to Low-Income Housing Tax Credits) from NIFA or other appropriate federal, state, or local authority, and Purchaser obtaining commitment letters for all subordinate financing and affordable housing programs/funding sources that Purchaser deems necessary in its sole discretion to complete the proposed housing project on the Property.

(b) Environmental Review: Purchaser obtaining a Phase I Environmental Site Assessment satisfactory to Purchaser in its sole discretion, and if required, HUD environmental review approval in accordance with applicable federal regulations before Purchaser exercises this Option.

(c) Governmental Approvals: Purchaser shall have the right, but not the obligation, to pursue and obtain, at Purchaser's expense, all necessary governmental approvals for zoning, land use permits, special use permits, subdivision, site plan approval, and any other approvals required by all governmental units, subdivisions, or departments having jurisdiction over the Property (collectively, the "Governmental Approvals"). Purchaser's obligation to exercise this Option shall be expressly conditioned upon Purchaser's receipt of the Governmental Approvals, in form and substance satisfactory to Purchaser in its sole discretion, on or before the date Purchaser must submit any application for tax-exempt bond financing or related funding for the proposed project. Seller shall cooperate reasonably with Purchaser in obtaining such approvals at no material cost to Seller.

(d) Due Diligence; Financing and Program Approvals. In addition to the foregoing, Purchaser shall have the right, but not the obligation, during the Option Period to conduct such physical, environmental, title, survey, governmental, financial, and feasibility due diligence investigations of the Property and the proposed housing project as Purchaser deems necessary or desirable in its sole discretion. Purchaser's Due Diligence may include, without limitation, review and approval of: (i) commitments for construction, bridge,

and/or permanent financing from one or more lenders; (ii) commitments or letters of intent from tax credit investors or syndicators; (iii) determinations and approvals from NIFA and any applicable bond issuer regarding tax-exempt bond financing and/or Low-Income Housing Tax Credits or other tax credits; and (iv) awards, reservations, or commitments of any other subordinate or gap financing, soft loans, or affordable housing funding sources that Purchaser deems necessary for the feasibility of the project. If, at any time prior to Purchaser's exercise of this Option, Purchaser determines, in its sole discretion, that the results of its Due Diligence, or the status or terms of any such approvals or financing, are not satisfactory to Purchaser, Purchaser may elect not to exercise this Option.

(e) Purchase Agreement Due Diligence and Financing Contingencies.

The parties acknowledge and agree that, if Purchaser exercises this Option and the parties enter into the Purchase Agreement described in Section IV(e), such Purchase Agreement shall include a commercially reasonable due diligence period and related contingencies for Purchaser's review and approval of the Property and the feasibility of Purchaser's proposed housing project, together with conditions precedent to Closing for Purchaser's receipt of debt and equity financing commitments, NIFA and bond-related approvals, and any other governmental or program approvals Purchaser deems necessary or appropriate for the project.

(f) Independent Transactions; Separate or Concurrent Closings.

The parties acknowledge that Purchaser intends to develop Lot 7 and Lot 8 as separate housing projects, each with its own financing structure and program approvals, and that the feasibility of each project is evaluated independently. Accordingly, Purchaser shall have the right, but not the obligation, to exercise this Option as to one or both lots, and to close the acquisition of each lot separately or concurrently, in such sequence and on such terms, conditions, and timeframes as Purchaser may approve in Purchaser's sole discretion. If Purchaser determines that acquisition of one lot is not feasible, Purchaser may elect not to exercise this Option as to that lot without affecting Purchaser's rights with respect to the other lot. In such event, the Option Fee shall be allocated and handled as set forth in Section I on a pro-rata basis by the purchase price allocated to the lot(s) not acquired.

If any condition precedent is not satisfied or waived by Purchaser in writing, Purchaser shall have the right to terminate this Agreement upon written notice to Seller, in which event the Option Fee shall be promptly returned to Purchaser within ten (10) business days of such termination notice.

VII. PROHIBITION ON TRANSFERS AND NEW LEASES

During the term of this Option Period, Seller shall not enter into, amend, extend, or renew any lease, license, occupancy agreement, management agreement, or other arrangement granting any possessory or use rights with respect to the Property, except for (i) leases in existence as of the Effective Date, which may be renewed or extended in the ordinary course of business on substantially similar terms, and (ii) short-term renewals or month-to-month extensions of such existing leases, provided that any such renewal or extension is terminable without penalty on not more than thirty (30) days' notice. Seller shall not encumber or convey the Property or any interest therein during the Option Period without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed.

VIII. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser that:

- (a) Seller holds good and marketable title to the Property, free and clear of all liens and encumbrances except those previously disclosed in writing to Purchaser.
- (b) Seller has full authority to enter into and perform this Agreement.
- (c) There is no pending or threatened legal action affecting the Property or Seller's ability to consummate this transaction.
- (d) Seller has disclosed to Purchaser all material facts known to Seller regarding the Property, including any environmental contamination, prior uses, or violations of law.
- (e) To Seller's actual knowledge, there are no pending rezoning applications, special use permit proceedings, or condemnation actions affecting the Property.
- (f) There are no leases, licenses, or occupancy agreements affecting the Property other than those previously disclosed in writing to Purchaser, and Seller has not entered into any agreement to sell, option, or otherwise transfer or encumber the Property or any interest therein, other than this Agreement.

IX. EXERCISING THE OPTION

To exercise this Option, Purchaser shall deliver to Seller a written notice (the "Exercise Notice") stating Purchaser's election to purchase one or both lots comprising

the Property, identifying the specific lot(s) Purchaser elects to purchase. Purchaser may deliver a single Exercise Notice covering both lots or separate Exercise Notices for each lot, at Purchaser's discretion. Upon delivery of an Exercise Notice, the parties shall negotiate in good faith and execute a Purchase Agreement for the identified lot(s) within forty-five (45) days, setting forth the detailed terms and conditions of the purchase transaction, including but not limited to closing date, title examination, title insurance, prorations, closing costs allocation, and representations and warranties.

If the parties fail to execute a definitive Purchase Agreement for any lot within forty-five (45) days of the applicable Exercise Notice, either party may terminate negotiations as to that lot by written notice to the other, in which event the portion of the Option Fee allocated to that lot shall be returned to Purchaser within ten (10) business days by Seller, and this Agreement shall continue in full force and effect as to any remaining lot(s).

X. TITLE; CLOSING

Seller shall convey to Purchaser good and marketable fee simple title to each lot comprising the Property at the applicable closing for that lot, subject only to those matters of record or survey that are approved or deemed approved by Purchaser under the definitive Purchase Agreement for that lot (the "Permitted Exceptions"). Title to each lot may be conveyed separately at its own closing without regard to whether the other lot has closed or will close.

The closing of the sale of each lot shall be conducted through Union Title Company, Lincoln, Nebraska, Attention: Duane Want (or its designated closing or escrow agent), which shall coordinate the execution and delivery of closing documents, the satisfaction and release (or other disposition acceptable to Purchaser) of any liens required in order to deliver marketable title to the applicable lot subject only to the Permitted Exceptions, the recording of instruments, and the disbursement of funds, all in accordance with written closing instructions reasonably acceptable to Seller, Purchaser, and Union Title Company.

Purchaser shall be responsible, at Purchaser's sole cost and expense, for (a) attorney examination of title and issuance of any required title opinion, and (b) all fees, premiums, and charges in connection with the issuance of any title insurance commitment and the final owner's and, if applicable, lender's title insurance policies for each lot's transaction, consistent with customary Nebraska practice.

XI. BINDING EFFECT AND ASSIGNMENT

Purchaser may assign this Agreement, without the prior written consent of Seller, to (i) any entity directly or indirectly owned or controlled by Purchaser, or (ii) any entity in which Purchaser holds a majority ownership interest or voting control. Any such

assignment may cover all or any portion of the Property, and a partial assignment as to fewer than all lots comprising the Property is expressly permitted.

In the event of any assignment by Purchaser, the assignee shall assume all obligations of Purchaser under this Agreement with respect to the lot(s) so assigned, and Purchaser shall remain jointly and severally liable for all such obligations.

XII. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of laws principles. The parties consent to the jurisdiction of the courts located in Red Willow County, Nebraska or Lancaster County, Nebraska, for resolution of any disputes arising out of or relating to this Agreement, and each party may bring suit in either such county.

XIII. ENTIRE AGREEMENT

This Agreement, together with Exhibit A, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements, whether written or oral. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both parties.

XIV. NOTICES

Any notice required under this Agreement shall be in writing and shall be delivered personally, sent by overnight courier (FedEx, UPS), sent by email with read receipt, or sent by certified mail, return receipt requested, to the following addresses. Notices shall be effective upon receipt. For the avoidance of doubt, delivery by email to the email addresses set forth below shall constitute valid and effective notice under this Agreement.

If to Seller:

McCook Economic Development Corporation
Attn: Charlie McPherson, Executive Director
402 Norris Ave., Suite 301, McCook, Nebraska
Email: charlie@mccookne.org

If to Purchaser:

Hoppe & Son, LLC
Attn: Scott Vogt, EVP / CG
1620 S 84th Street, Lincoln, Nebraska 68506
Email: scott@hoppedevlopment.com

XV. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

XVI. MEMORANDUM OF OPTION

Seller shall, within five (5) business days following Purchaser's written request, execute a Memorandum of Option in recordable form. Purchaser may, at its sole discretion, record such Memorandum in the real property records of Red Willow County, Nebraska, to provide constructive notice of Purchaser's rights hereunder. The Memorandum of Option shall identify the parties, describe the Property, reference this Agreement, and state the Option Period, but shall not disclose the Purchase Price or other financial terms. Upon expiration or termination of this Agreement without exercise of the Option, Purchaser shall promptly execute and deliver to Seller a release or termination of the Memorandum of Option in recordable form.

XVII. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures and PDF signatures shall have the same force and effect as original signatures.

SIGNATURE BLOCKS TO FOLLOW

SELLER:

**MCCOOK ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Its: _____

Dated: _____, 2026.

PURCHASER:

HOPPE & SON, LLC,
a Nebraska limited liability company

By: _____
Jacob F. Hoppe, Manager

Dated: _____, 2026.

DRAFT

EXHIBIT A
[SHORT FORM LEGAL DESCRIPTION OF PROPERTY]

The Property is as follows:

Lot 7 — Lot 7, Block 2, Walters First Addition, an Addition to the City of McCook, Red Willow County, Nebraska (approximately 0.96 acres).

Lot 8 — Lot 8, Block 2, Walters First Addition, an Addition to the City of McCook, Red Willow County, Nebraska (approximately 1.37 acres).

[THE LEGAL DESCRIPTIONS SET FORTH ABOVE ARE PRELIMINARY AND ARE BASED ON THE WALTERS FINAL PLAT ATTACHED HERETO AS EXHIBIT B. THE FINAL LEGAL DESCRIPTIONS SHALL BE ESTABLISHED UPON THE APPROVAL AND RECORDING OF SUCH FINAL PLAT WITH RED WILLOW COUNTY, NEBRASKA, AND THIS EXHIBIT A SHALL BE DEEMED AUTOMATICALLY AMENDED TO CONFORM THERETO. FOLLOWING RECORDATION, THE LEGAL DESCRIPTIONS MAY BE SUPPLEMENTED OR CONFIRMED BY A TITLE COMMITMENT OR SURVEY AND SHALL BE INCORPORATED INTO THE DEFINITIVE PURCHASE AGREEMENT.

DRAFT

EXHIBIT B
[WALTERS FINAL PLAT]

The Walters Final Plat referenced in this Agreement, depicting, among other things, Lots 7 and 8, Block 2, Walters First Addition, City of McCook, Red Willow County, Nebraska, is attached hereto and incorporated herein by this reference.

DRAFT

Site Plan

Unit Types

2 Bedroom	27 units
2 Bedroom (H&V)	1 units
2 Bedroom (504)	2 units
4 Bedroom	2 units
4 Bedroom (H&V)	1 units
4 Bedroom (504)	1 units
Total Units	34 units

Parking 71 stalls provided

Cluster 1:
 (2) 4-Bedroom Units
 (1) Type A/H&V 4-Bedroom Unit
 (1) Type A/504 4-Bedroom Unit

Cluster 2, 4, 5:
 (2/7) Type B 2-Bedroom Units
 (1) Type A/H&V 2-Bedroom Unit
 (2) Type A/504 2-Bedroom Unit

Cluster 3:
 Future market rate phase, not included in project.

Cluster 6:
 Clubhouse including Community Room, Leasing Office, & Maintenance

Legend

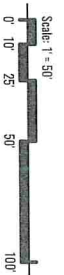
- Property Line
 - Setback Line
 - (H&V) Hearing & Visually Impaired Unit (504) Section 504 Accessible Unit
- Note: 504 units fully comply with UFAS design standards



DRAFT

McCook NIFA App











04/20/2025



Goodlife
 Architecture

Landscape Plan

Legend

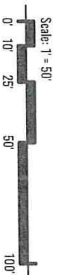
-  Property Line
-  Setback Line
-  Trees - Evergreen
-  Trees - Deciduous
-  Shrubs
-  Native Grasses
-  Sodden Lawn
-  Gravel
-  Pavement
-  Sidewalk



DRAFT

McCook NIFA App

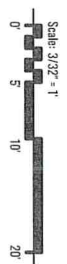
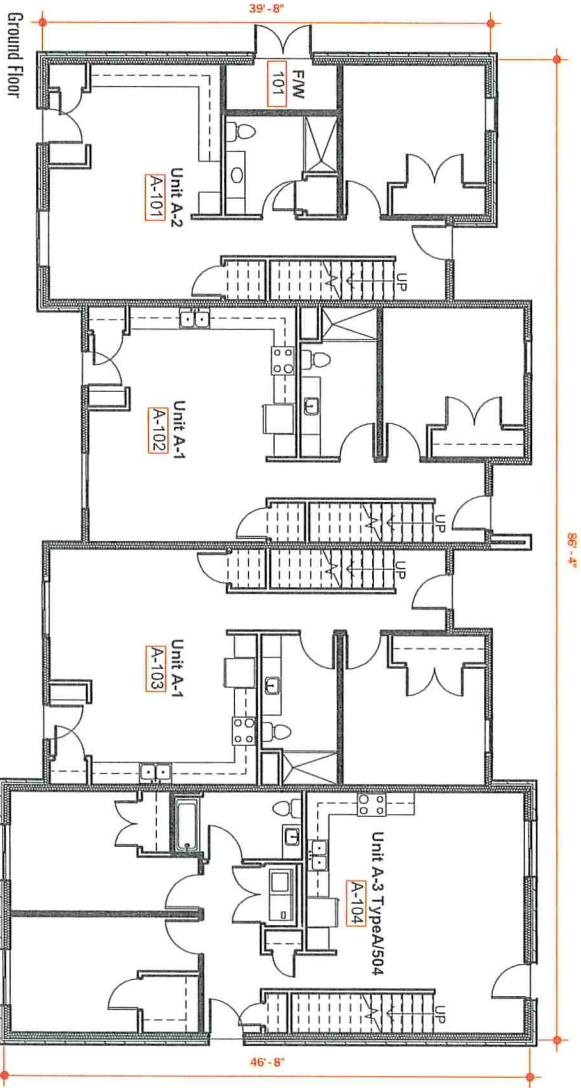
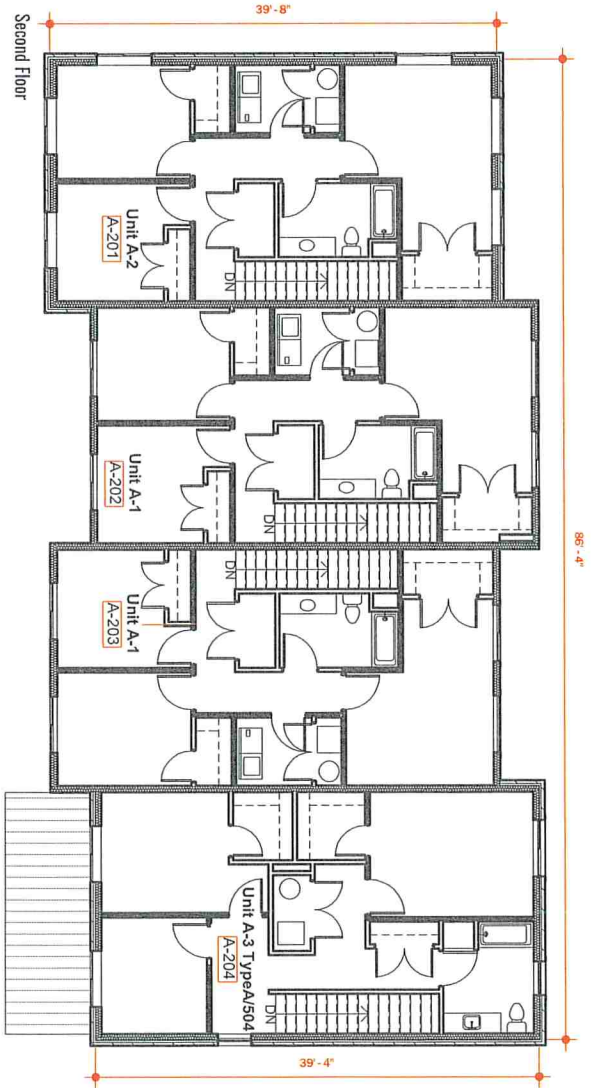
04/20/2025



Goodlife
Architecture

Floor Plans

- Cluster 1
- 4 Bedroom
- 4 Bedroom (H&V)
- 4 Bedroom (504)
- 4 Total Units



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McCook NIFA App

04/20/2026

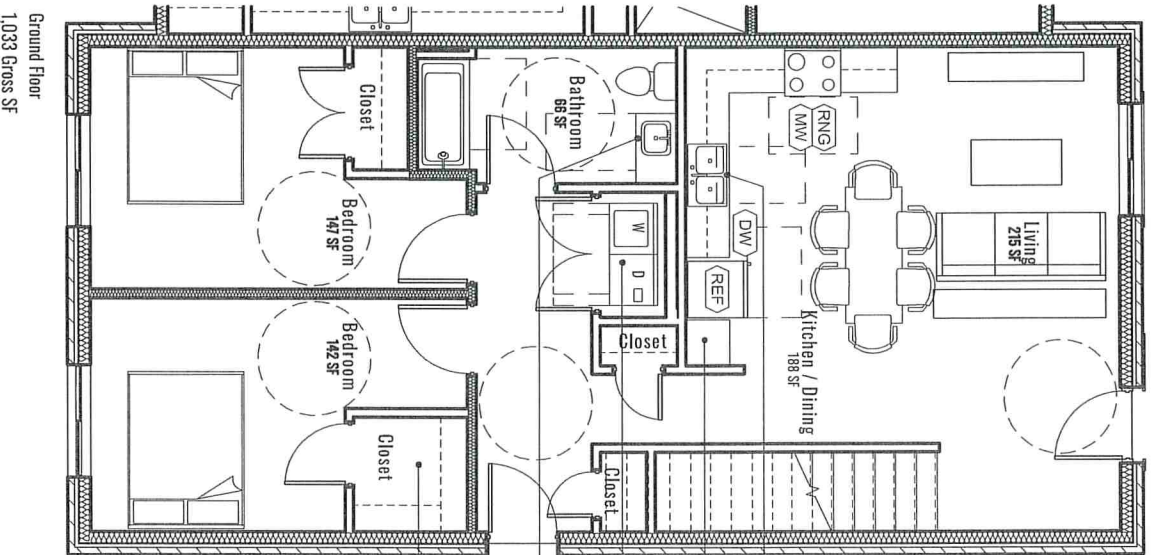
Unit Floor Plan

4 Bedroom Apartment - Unit A-3

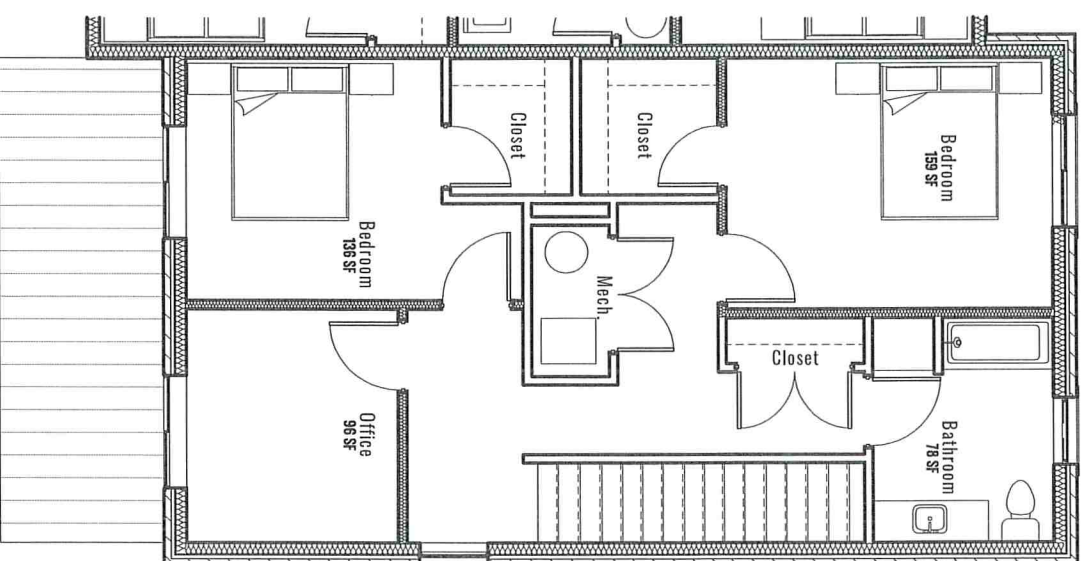
4 Bedroom / 2 Bath

Type A / 504

Note: 504 units fully comply with UFAS design standards.



Ground Floor
1,033 Gross SF



Second Floor
870 Gross SF



DRAFT

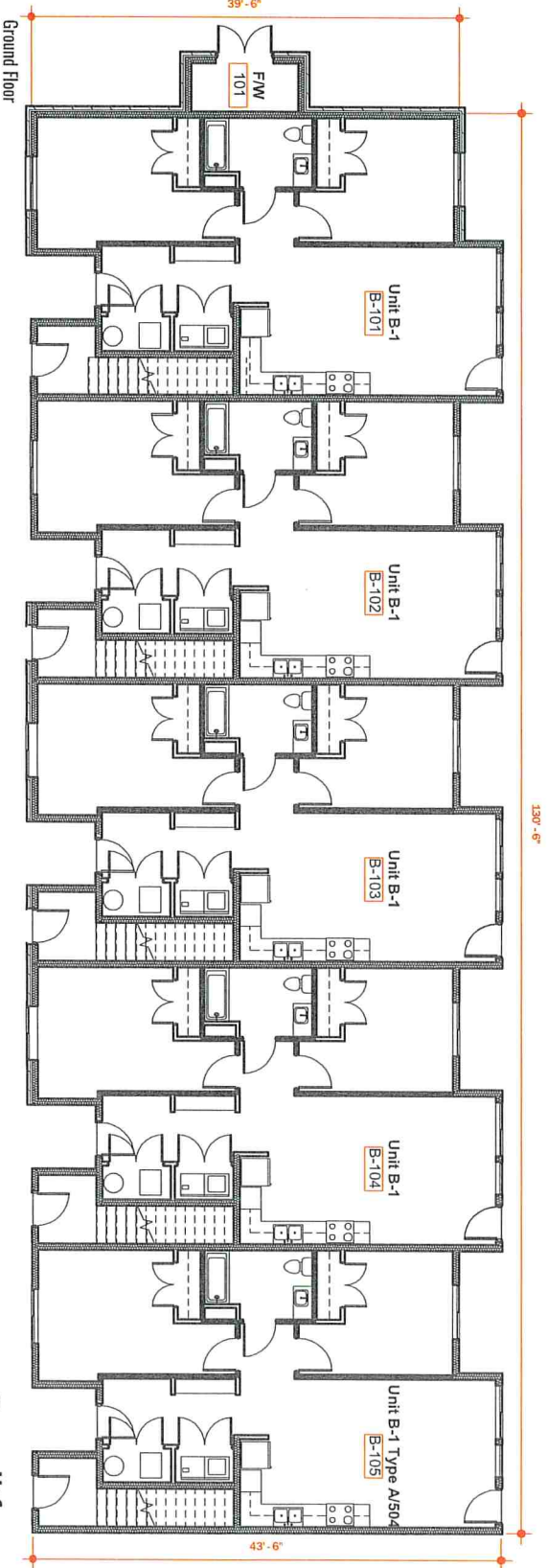
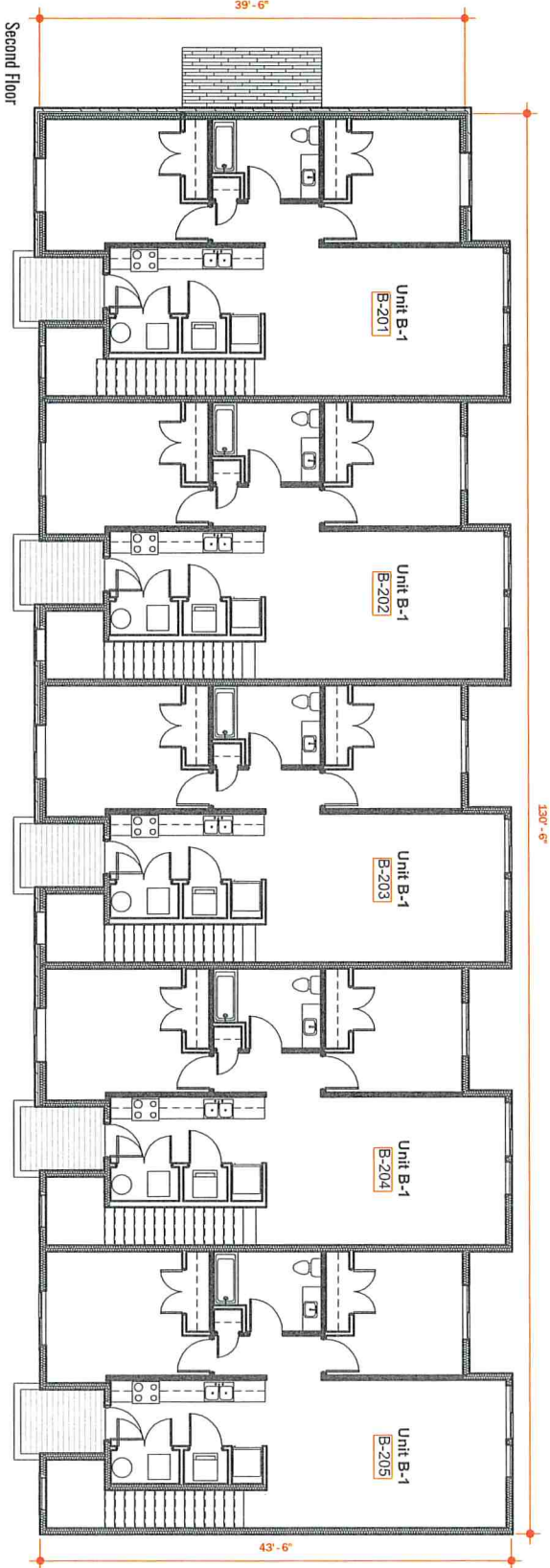
McCook NIFA App

04/20/2025

Floor Plans

- Clusters 2, 4, 5
- 2 Bedroom
- 2 Bedroom (H&V)
- 2 Bedroom (504)
- 10 Total Units

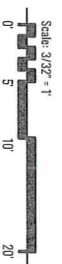
- 8 units
- 1 units
- 1 units



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McCook NIFA App

04/20/2026



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Architecture

10/21

Unit Floor Plan

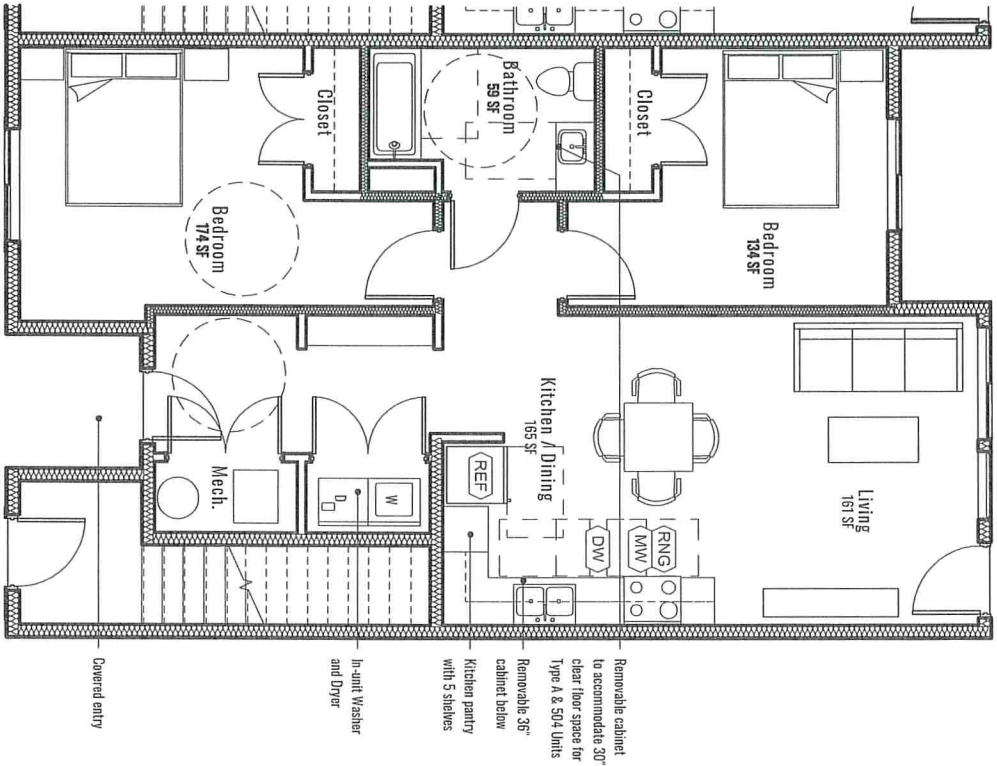
2 Bedroom Apartment - Unit B-1

2 Bedroom / 1 Bath

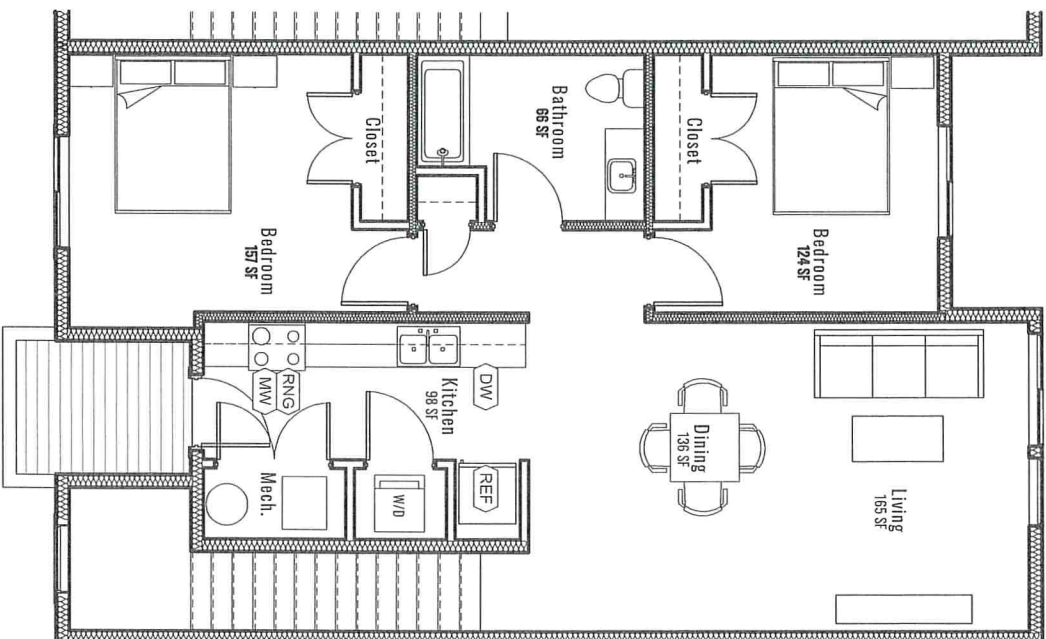
Type A / 504

Note: 504 units fully comply with UFAS design standards.

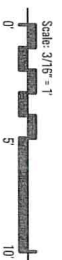
Note: This floor plan is the same for Type A, Type B, and 504 units.



Ground Floor
1,059 Gross SF



Second Floor
1,059 Gross SF



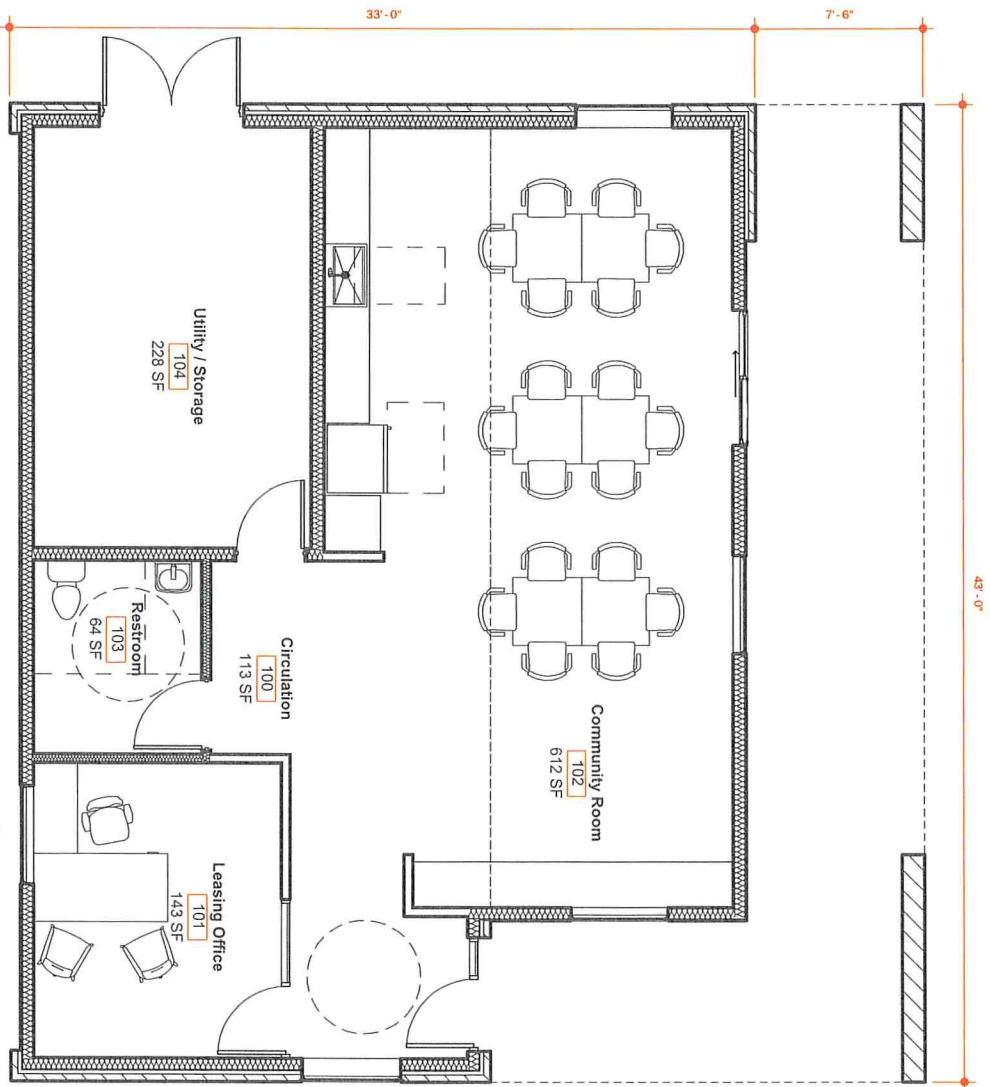
DRAFT

McCook NIFA App

04/20/2026

Floor Plans

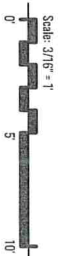
Clubhouse
1,266 Gross SF



DRAFT

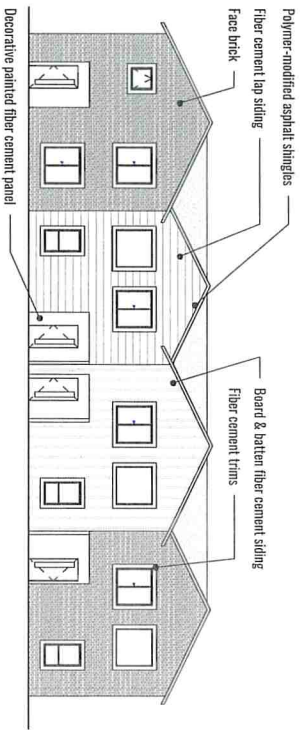
McCook NIFA App

9/4/20/2026

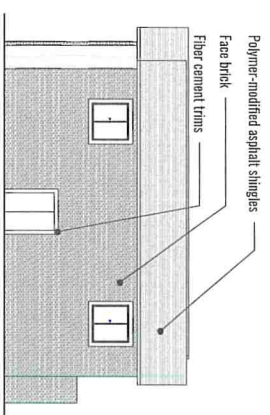


Elevations

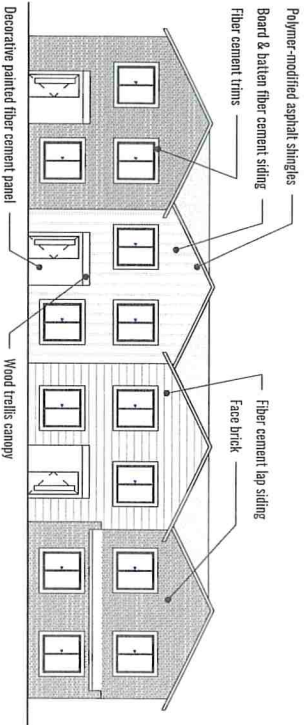
Cluster 1



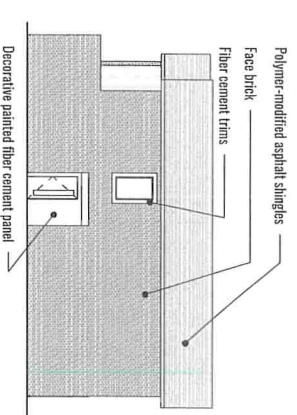
Front Elevation



Side Elevation



Back Elevation



Side Elevation

DRAFT

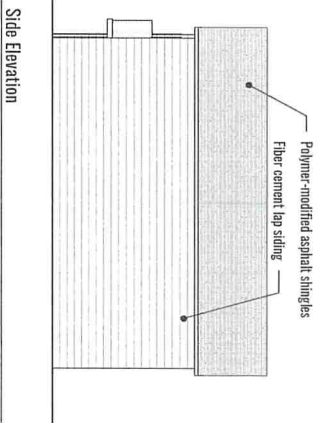
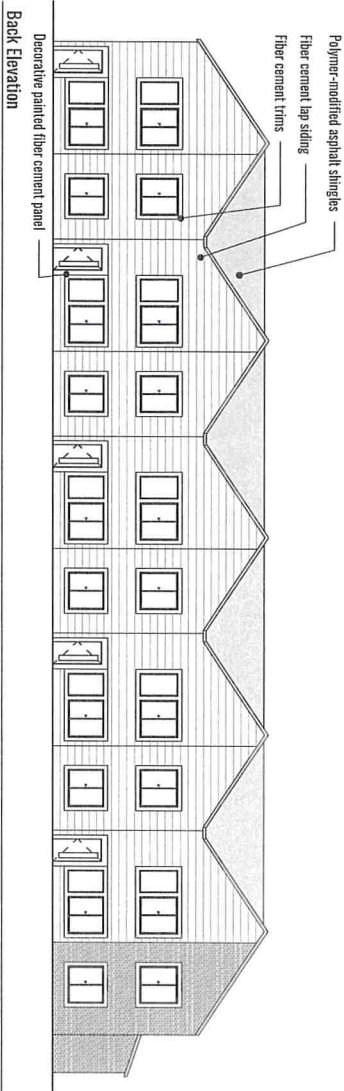
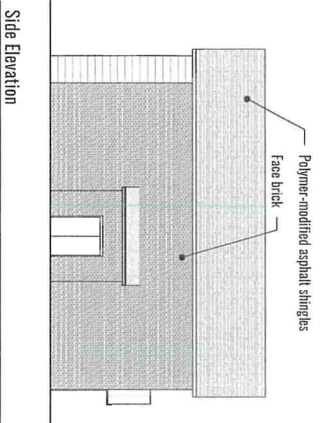
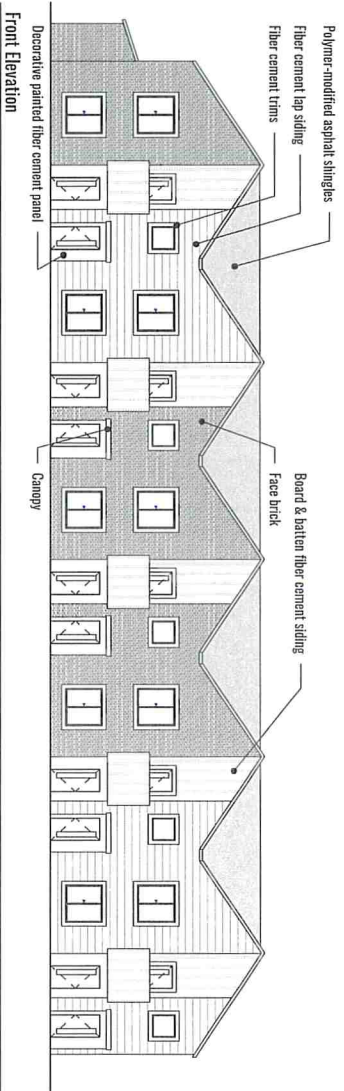
McCook NIFA App

09/20/2025



Elevations

Clusters 2, 4, 5



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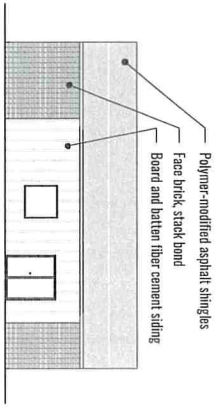
McCook NIFA App

9/4/20/2026

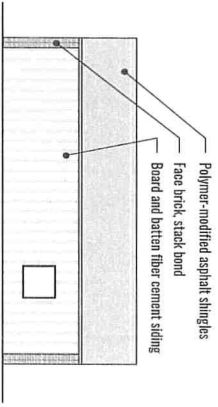


Elevations

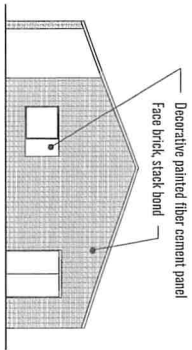
Clubhouse



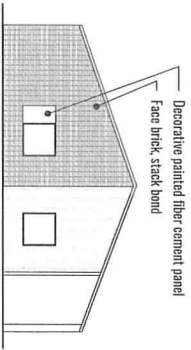
Front Elevation



Back Elevation



Side Elevation



Side Elevation

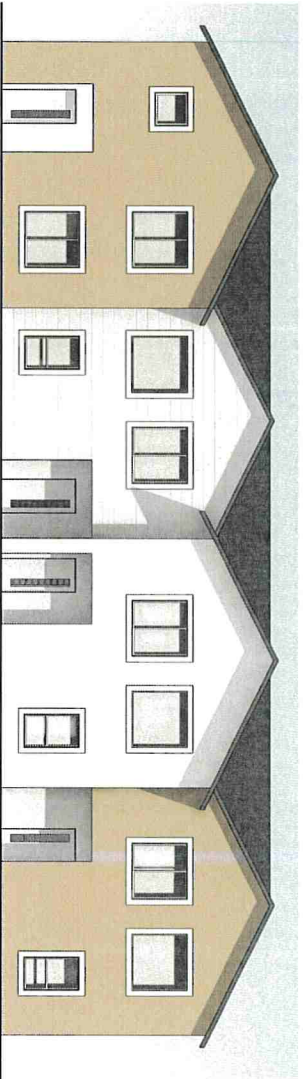
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McCook NIFA App

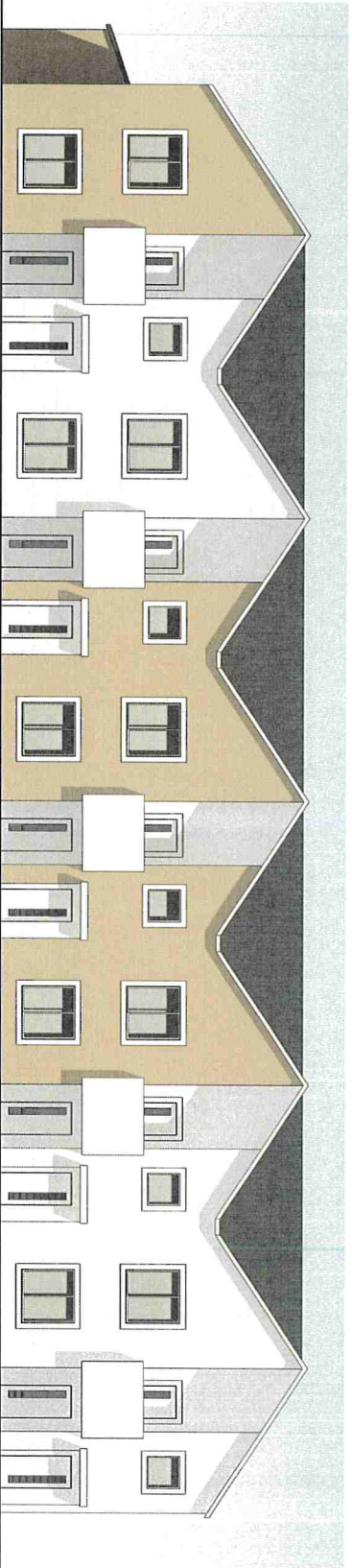
04/28/2028



Render



Rendered Front Elevation - 4 plex



Rendered Front Elevation - 10 plex

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McCook NIFA App

04/20/2026

Site Plan

Unit Types

2 Bedroom	27 units
2 Bedroom (H&V)	1 units
2 Bedroom (504)	2 units
4 Bedroom	2 units
4 Bedroom (H&V)	1 units
4 Bedroom (504)	1 units
Total Units	34 units

Parking 71 stalls provided

Cluster 1:
 (2) 4-Bedroom Units
 (1) Type A/H&V 4-Bedroom Unit
 (1) Type A/504 4-Bedroom Unit

Cluster 2, 4, 5:
 (27) Type B 2-Bedroom Units
 (1) Type A/H&V 2-Bedroom Unit
 (2) Type A/504 2-Bedroom Unit

Cluster 3:
 Future market rate phase, not included in project.

Cluster 6:
 Clubhouse including Community Room, Leasing Office & Maintenance

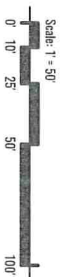
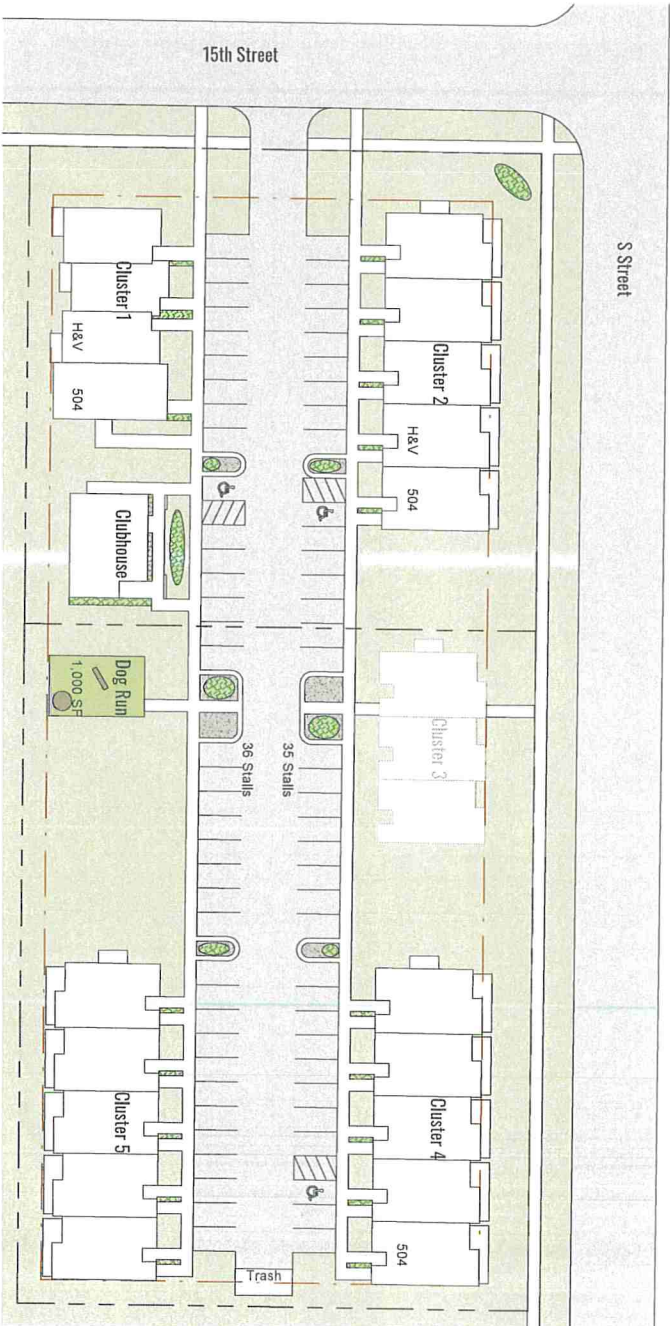
Legend

- Property Line
 - Setback Line
 - (H&V) Hearing & Visually Impaired Unit (504)
 - Section 504 Accessible Unit
- Note: 504 units fully comply with UFAS design standards

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McCook NIFA App











04/20/2026



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 Architecture**

Landscape Plan

Legend

-  Property Line
-  Setback Line
-  Trees - Evergreen
-  Trees - Deciduous
-  Shrubs
-  Native Grasses
-  Sodden Lawn
-  Gravel
-  Pavement
-  Sidewalk



DRAFT

McCook NIFA App

04/29/2026

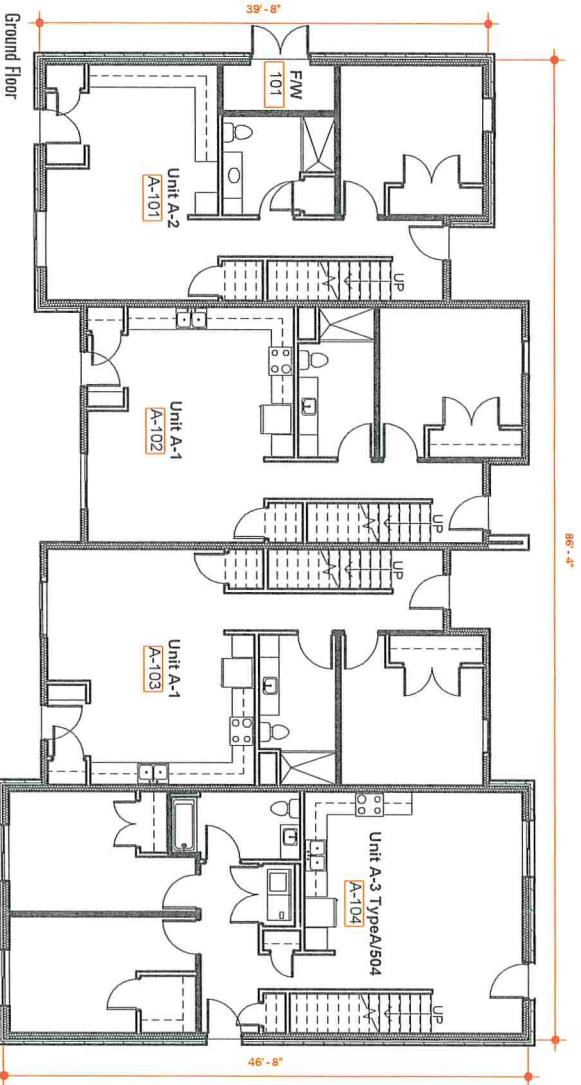
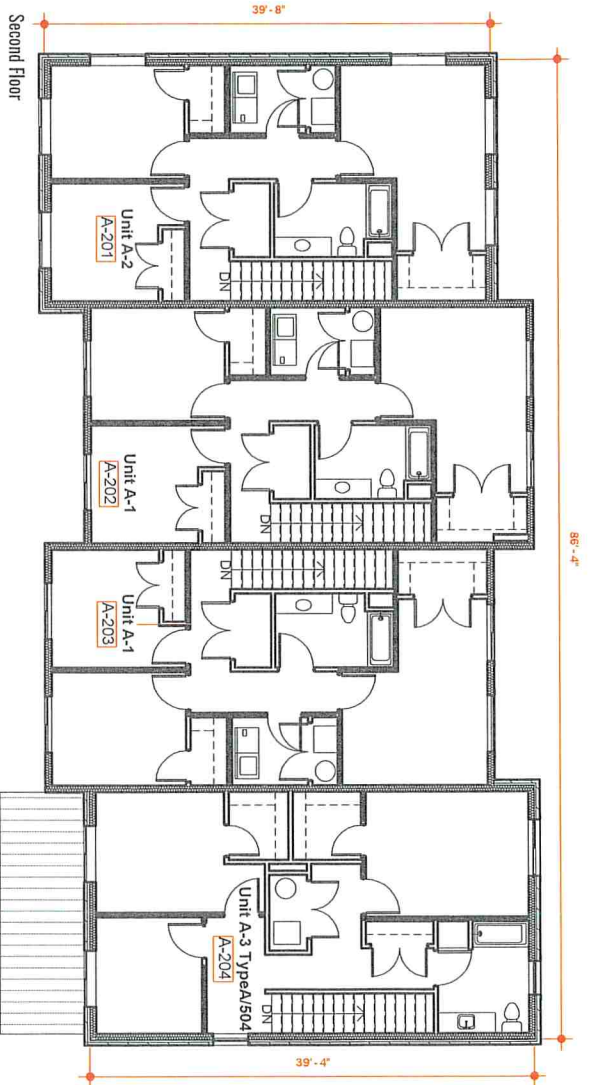


Goodlife
Architecture

Floor Plans

- Cluster 1
 4 Bedroom
 4 Bedroom (H&V)
 4 Bedroom (504)
 4 Total Units

- 2 units
 1 units
 1 units



DRAFT

McCook NIFA App

04/20/2026

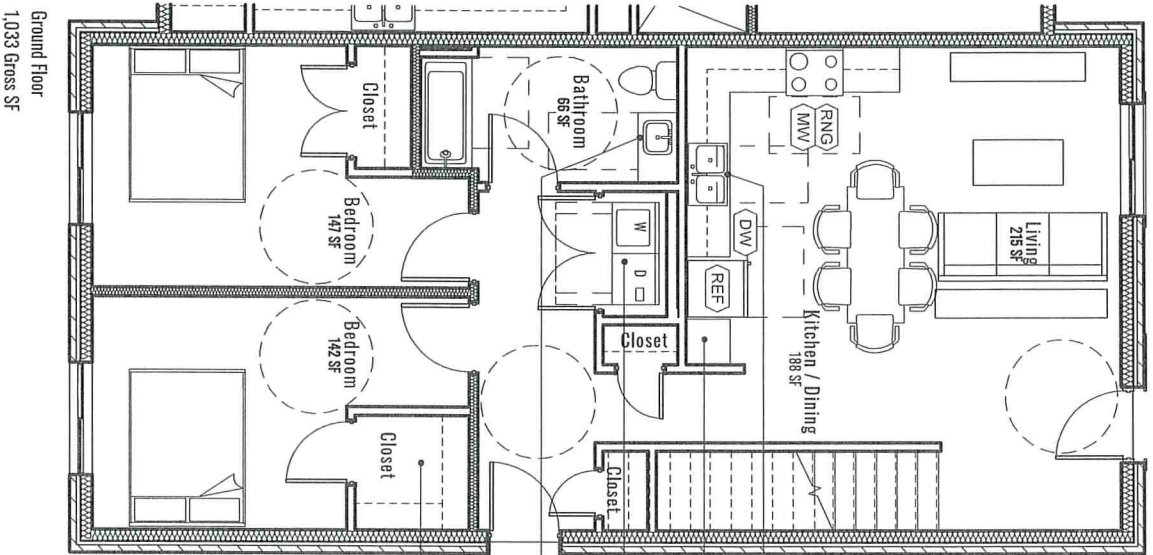
Unit Floor Plan

4 Bedroom Apartment - Unit A-3

4 Bedroom / 2 Bath

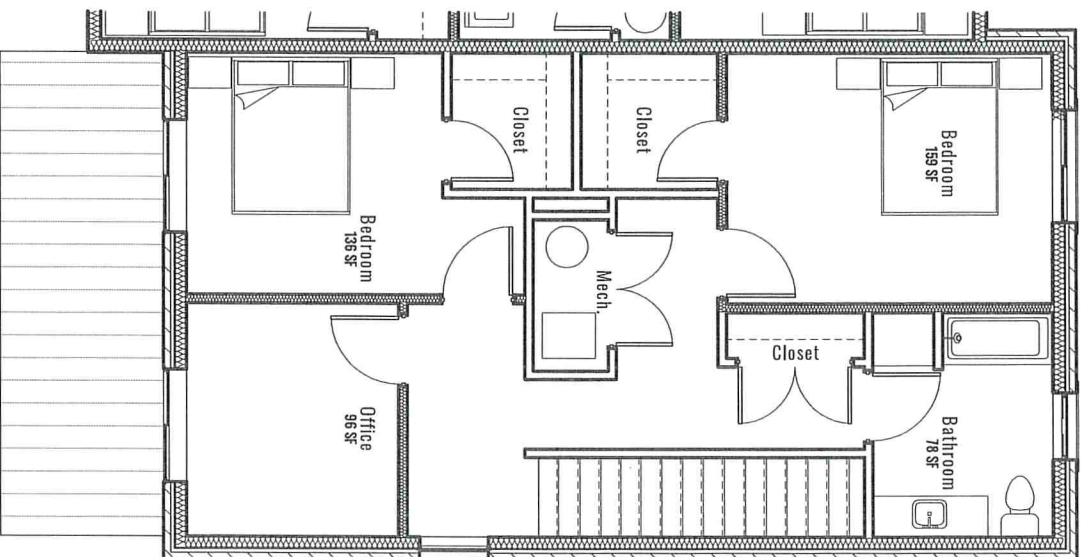
Type A / 504

Note: 504 units fully comply with UFAS design standards.



Ground Floor
1,033 Gross SF

- Removable 36" cabinet below
- Kitchen pantry with 5 shelves
- In-unit Washer and Dryer
- Removable cabinet to accommodate 30" clear floor space for Type A & 504 Units
- Walk-in closet



Second Floor
870 Gross SF



DRAFT

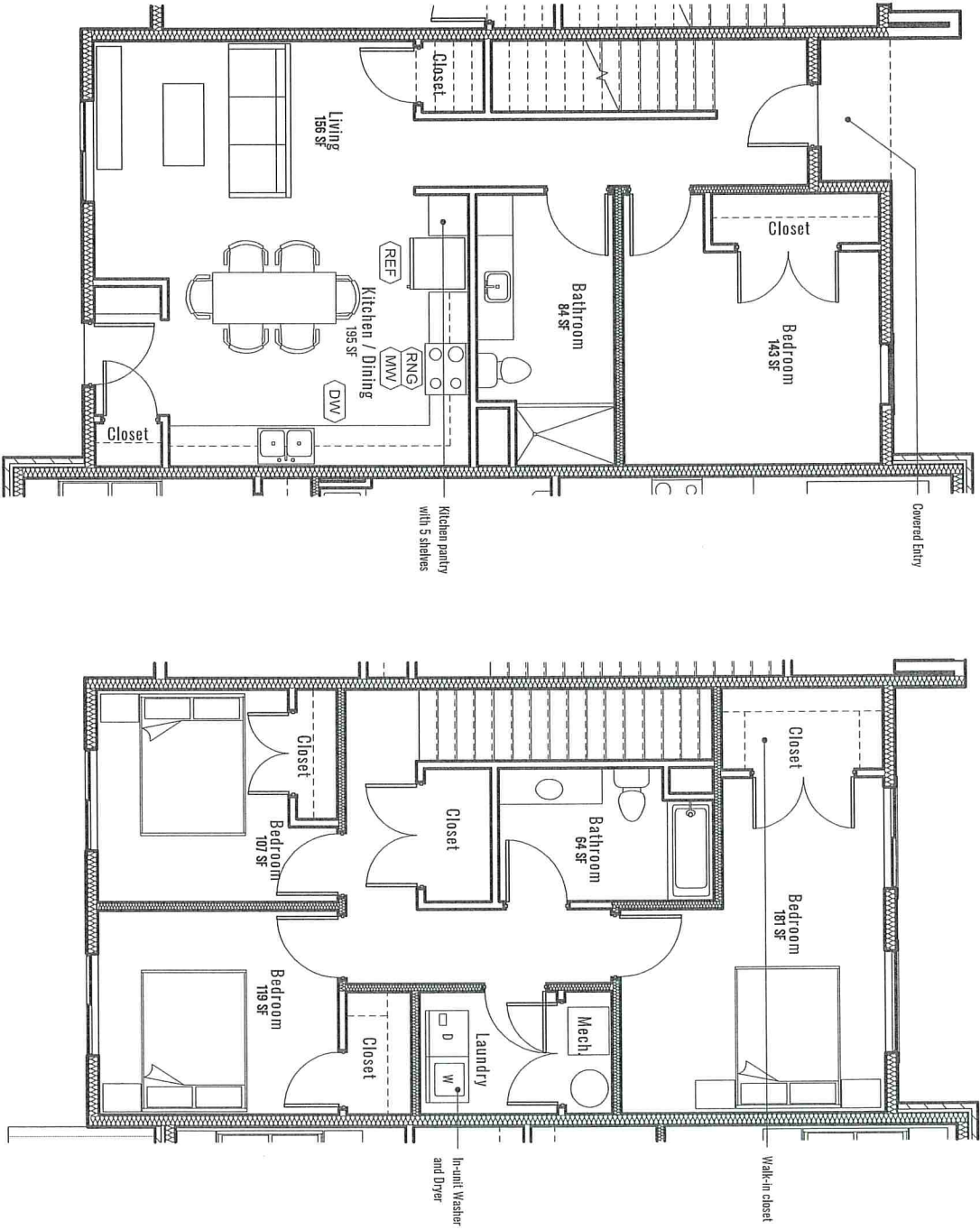
McCook NIFA App

04/20/2016

Unit Floor Plan

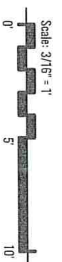
4 Bedroom Apartment - Unit A-1

4 Bedroom / 2 Bath



Ground Floor
822 Gross SF

Second Floor
847 Gross SF



DRAFT

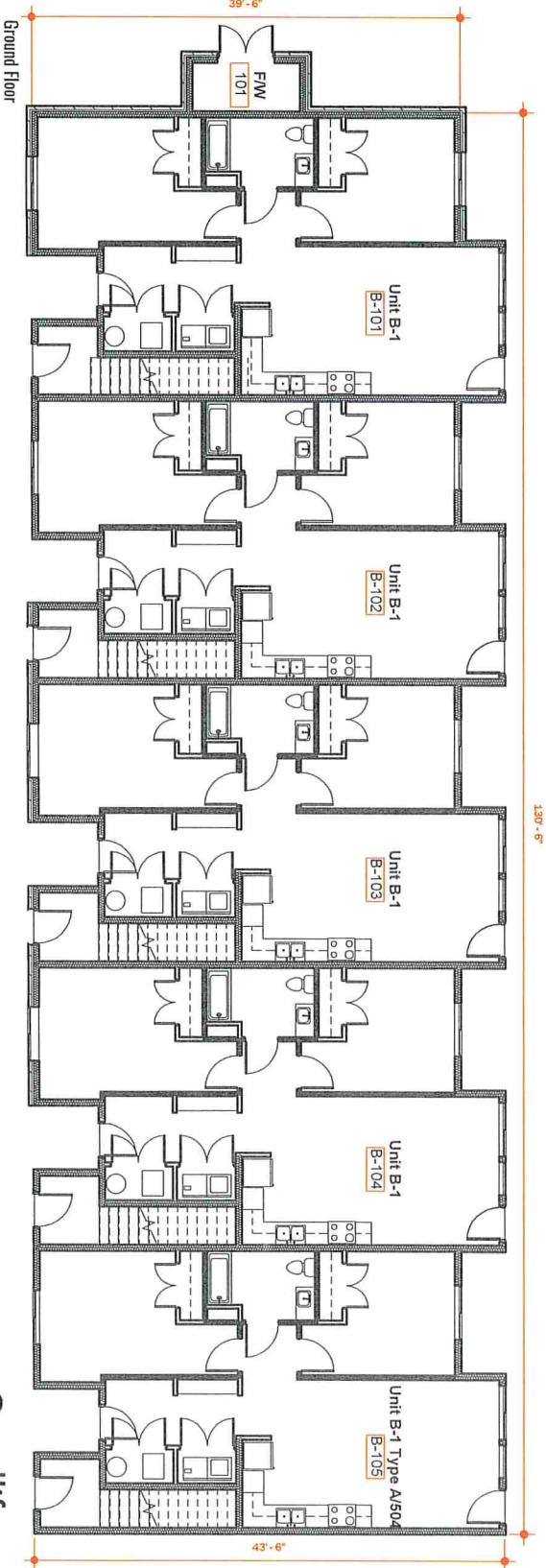
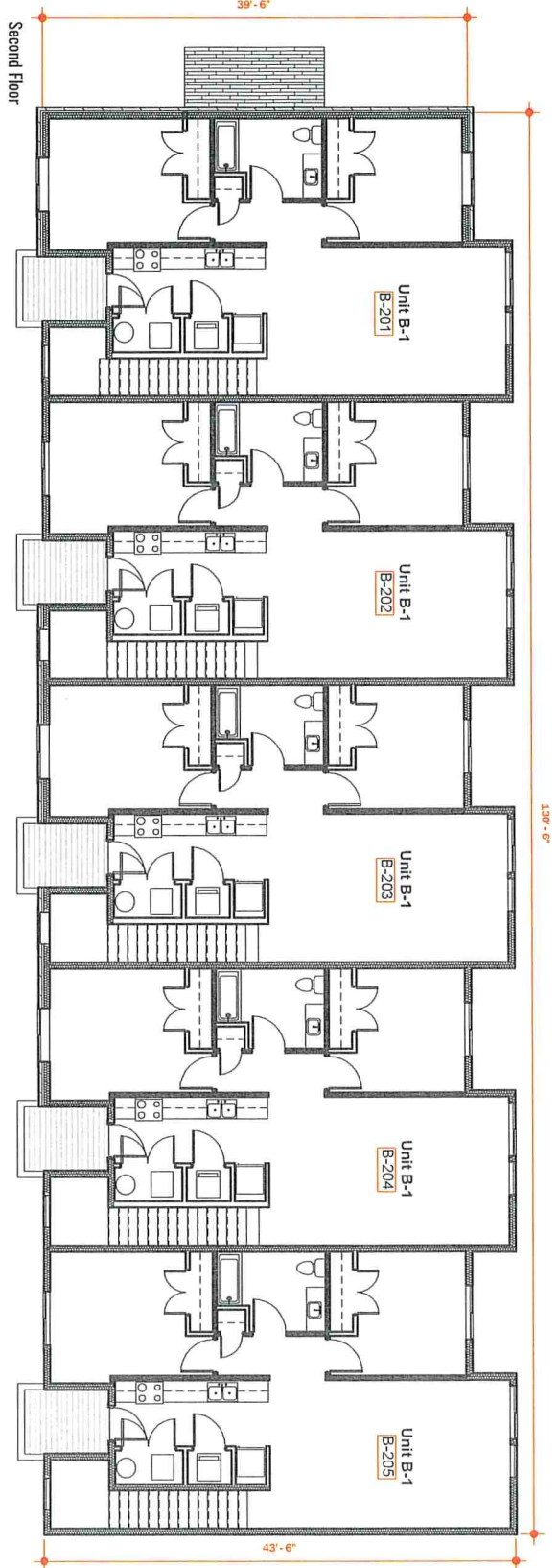
McCook NIFA App

04/29/2016

Floor Plans

- Clusters 2, 4, 5
- 2 Bedroom
- 2 Bedroom (H&V)
- 2 Bedroom (504)
- 10 Total Units

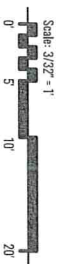
- 8 units
- 1 units
- 1 units



DRAFT

McCook NIFA App

04/20/2025



Goodlife
Architecture

Unit Floor Plan

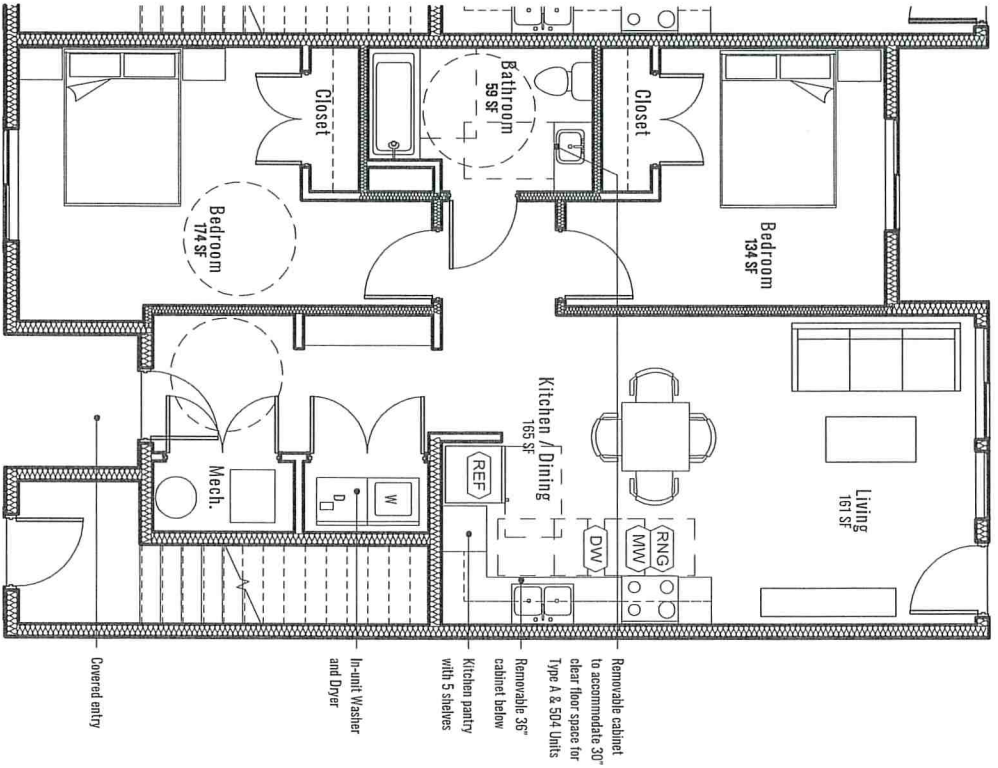
2 Bedroom Apartment - Unit B-1

2 Bedroom / 1 Bath

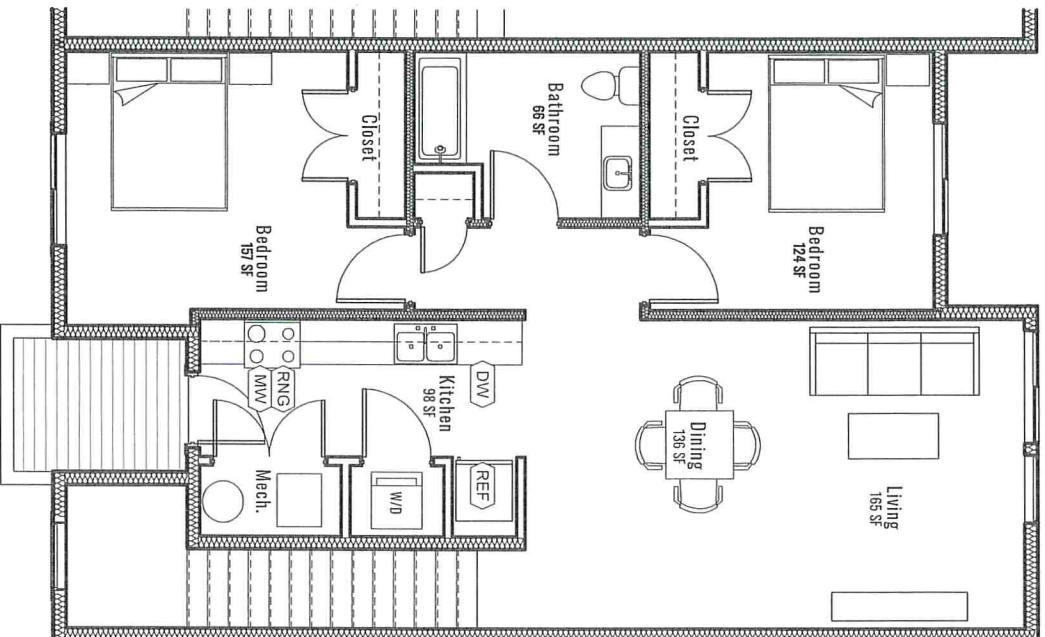
Type A / 504

Note: 504 units fully comply with UFAS design standards.

Note: This floor plan is the same for Type A, Type B, and 504 units.



Ground Floor
1,059 Gross SF



Second Floor
1,059 Gross SF



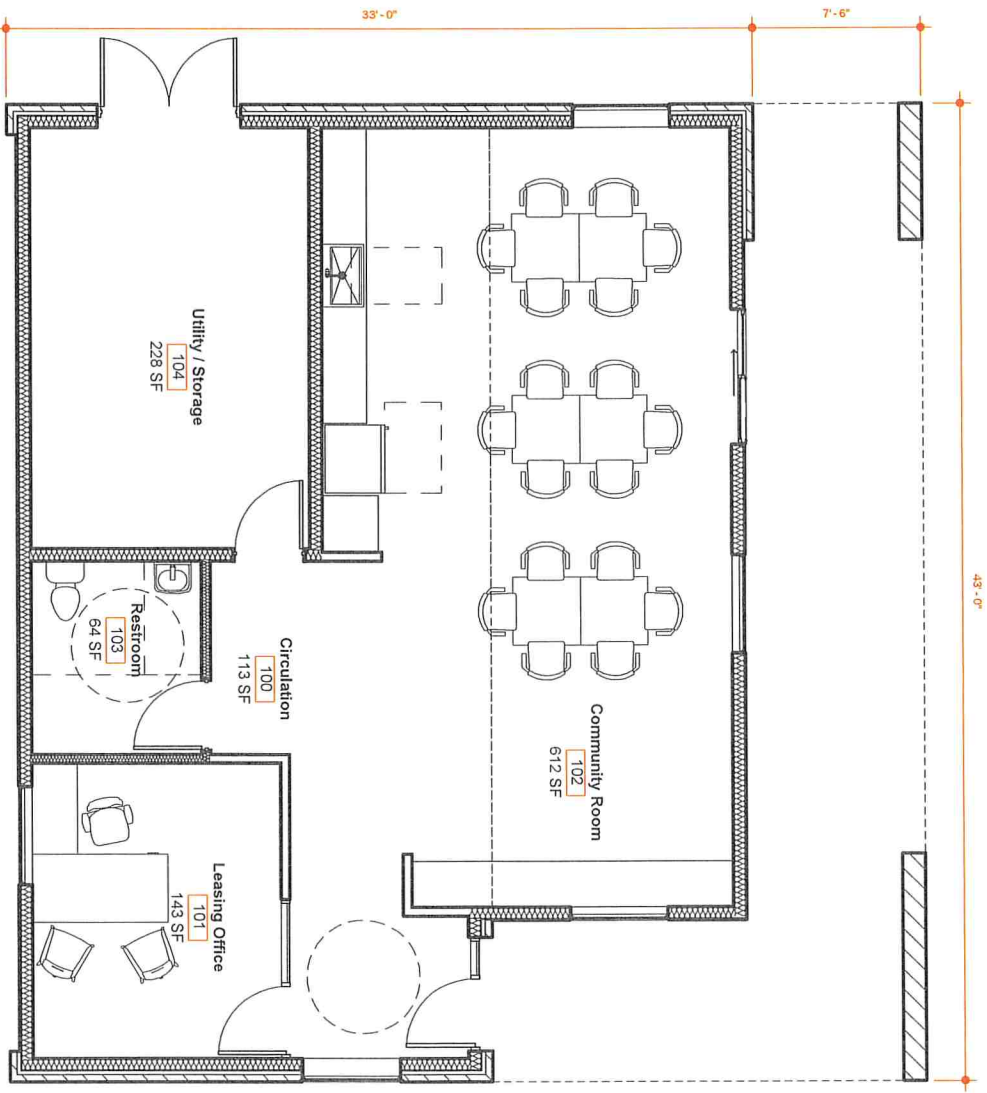
DRAFT

McCook NIFA App

04/29/2026

Floor Plans

Clubhouse
1,266 Gross SF



DRAFT

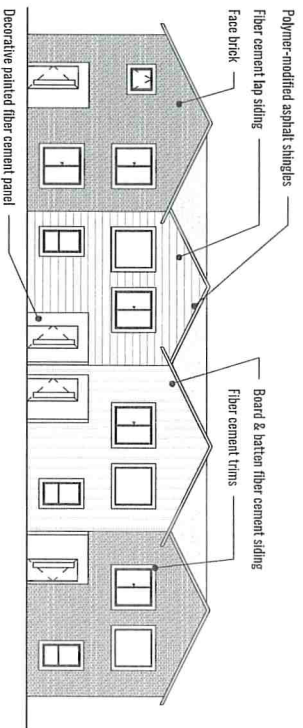
McCook NIFA App

04/29/2025

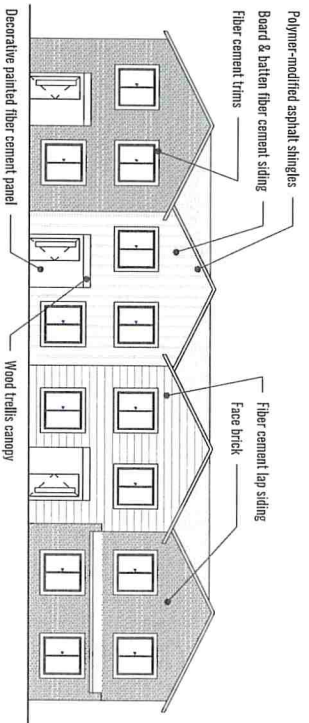


Elevations

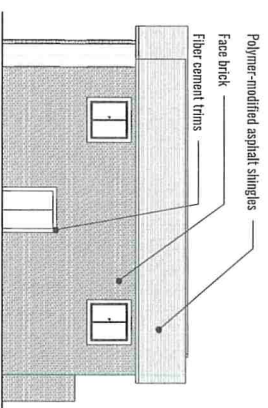
Cluster 1



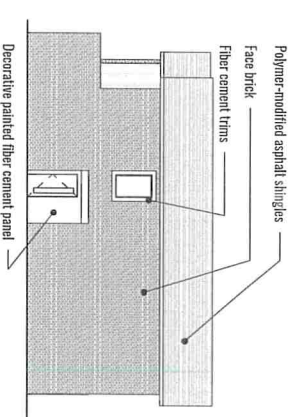
Front Elevation



Back Elevation



Side Elevation



Side Elevation

DRAFT

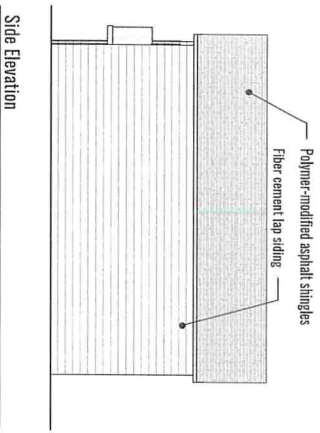
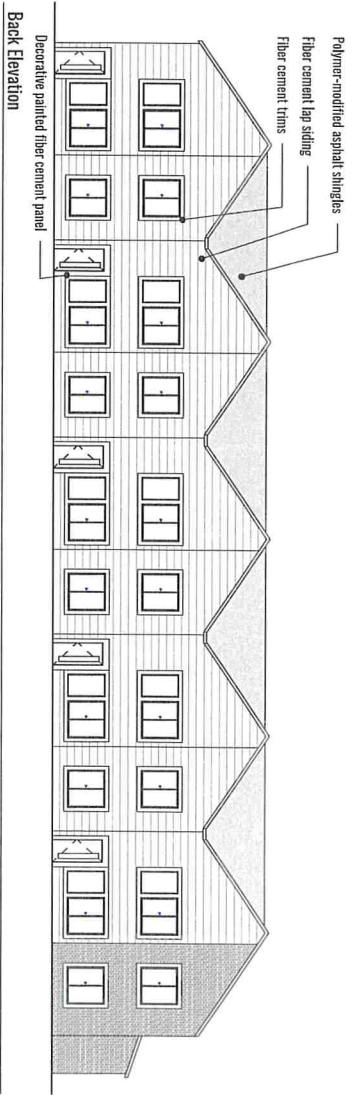
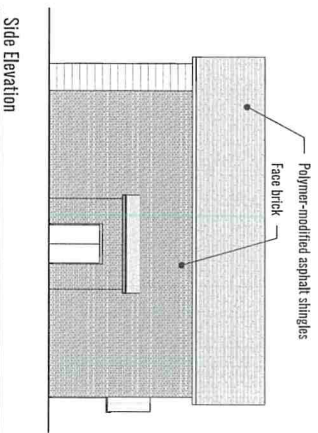
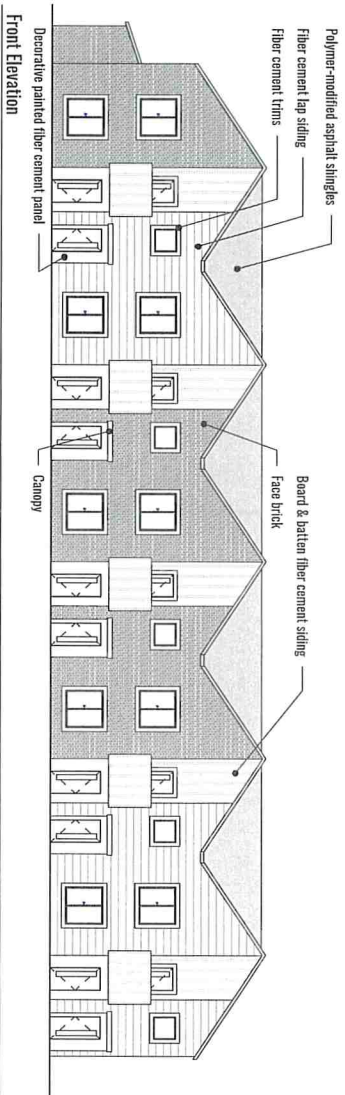
McCook NIFA App

08/29/2026



Elevations

Clusters 2, 4, 5



DRAFT

McCook NIFA App

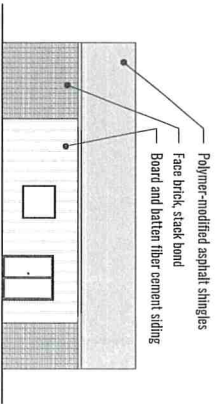
04/20/2026



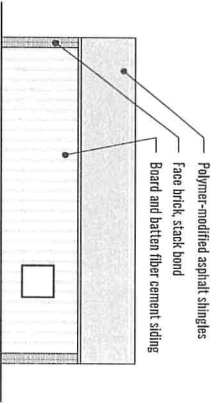
**Goodlife
Architecture**

Elevations

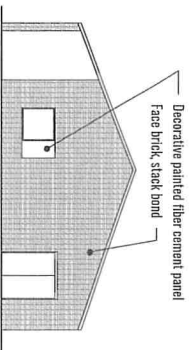
Clubhouse



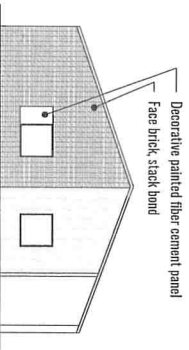
Front Elevation



Back Elevation



Side Elevation



Side Elevation

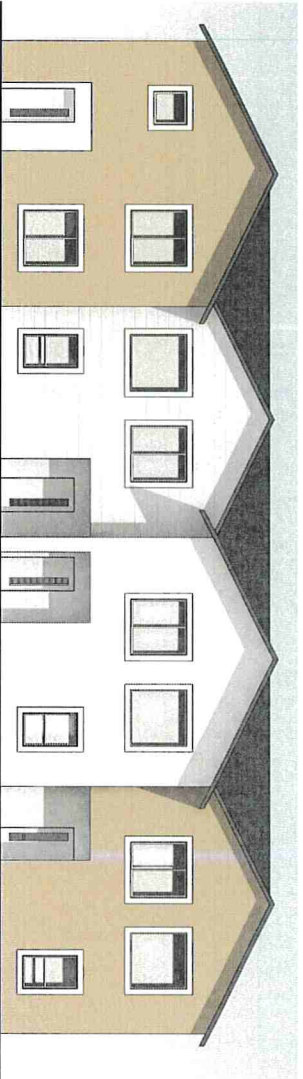
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McCook NIFA App

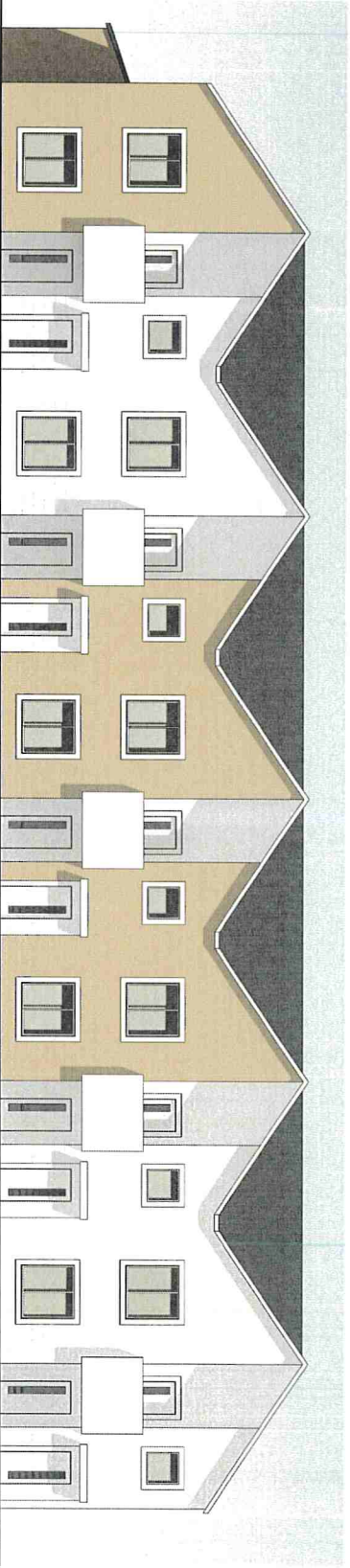
04/29/2026



Render



Rendered Front Elevation - 4 plex



Rendered Front Elevation - 10 plex

DRAFT

McCook NIFA App

04/20/2026

Goodlife
Architecture

**CITY MANAGER'S REPORT
MAY 4, 2026 MCCOOK CITY COUNCIL MEETING**

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

BACKGROUND:

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

APPROVALS:

Nate Schneider (psl)
Nathan A. Schneider, City Manager

April 30, 2026

Lea Ann Doak
Lea Ann Doak, City Clerk

April 30, 2026

CITY MANAGER'S REPORT
MAY 4, 2026 CITY COUNCIL MEETING

ITEM: **5.C.** Approve under suspension of the rule Ordinance No. 2026-3116 renaming "16th Street West, "R" Street, and "S" Street", all in Four Corners Addition to the City of McCook, Red Willow County, Nebraska.

BACKGROUND:

Before recording of the Walters First Addition Final Plat it is necessary for us to rename these streets in Four Corners Addition to coincide with the street names in Walters First Addition. 16th Street West and "S" Street will be rename "Gerald Victory Circle" and "R" Street will be rename "Michelle Way".

Since the renaming of the streets is clearing up recorded plat, staff is recommending approval of this ordinance under suspension of the rule.


FISCAL
IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

April 30, 2026



Nathan A. Schneider, City Manager

April 30, 2026

ORDINANCE NO. 2026-3116

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA, RENAMING AND REDESIGNATING "16TH STREET WEST, "R" STREET, AND "S" STREET", ALL IN FOUR CORNERS ADDITION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM BY AUTHORITY OF THE CITY COUNCIL AND EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That "16th Street West and "S" Street" in Four Corners Addition to the City of McCook, Red Willow County, Nebraska, is hereby renamed and redesignated as "Gerald Victory Circle"; and that "R" Street" in Four Corners Addition to the City of McCook, Red Willow County, Nebraska, is hereby renamed and redesignated as "Michelle Way".

Section 2. That all ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law and shall be published in pamphlet form by authority of the City Council.

PASSED AND APPROVED _____ day of May, 2026.

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

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

Publish:

DE.

STATE OF NEBRASKA }
RED WILLOW COUNTY }

Four Corners Addition, as
in the Surveyor's Certificate
with the desires of the un

The said owners hereby d.
public use and benefit.

Four Corners Addition

James A. Stra
Archie A. Stray

Harold E. Bennett
W.E.W. Company

Attest: *Lloyd M. Raridon*
Secretary

Muller
Chairman of the Board

J. C. Olney
Betty Jo Olney

Robert J. McRil
Robert K. Emrich

Bill R. Loop

Larathy J. C.
ST. PATRICK'S CHURCH
Rev. Cyril Profpe
PASTOR

Kathleen Mag
Joseph W. M.

STATE OF NEBRASKA)
SS
RED WILLOW COUNTY)

Personally appeared before
ARCHIE A. STRAYER; HAROLD
M. RARIDON, W.E.W. Company
EMRICH; MARY JO EMRICH; B
Patrick's Church; KATHLEEN

