

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, June 15, 2026
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Jeff Donelan, McCook Evangelical Free 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. 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 June 1, 2026 regular City Council meeting.

B. Forward to the City's insurance carrier for review and appropriate action a property damage incident form from Pam Harsh.

C. Receive and file the claims for the month of May 2026, published June 9, 2026.

D. Approve the application for a Special Designated Liquor License (SDL) submitted by Elevated Catering, LLC, Liquor License #C-157594 for a wedding to be held at the City Auditorium, 302 West 5th Street, on July 4, 2026 from 4:00 P.M. to 12:00 A.M.

E. Approve the Police Department to declare the listed property as surplus and allow said property to be disposed of in the appropriate manner.

F. Ratify the Mayor's appointments to the Economic Development Plan Loan Committee - reappoint Kent Craw and Doug Skiles - terms expire March 2030 and to the Planning Commission - appoint David Brewster to fill the remaining term of Bruce McDowell - term expires September 2028.

- G. Approve and authorize the Mayor to sign the 2026/2027 contract with the West Central Area Agency on Aging (WCNAAA) for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring, and evaluation of the McCook Heritage Senior Center.
- 3. Regular Agenda.
 - A. Presentation from Eric Westman, Partner and Architect with Alley Poyner Macchietto Architecture, regarding the CCCFF - Creative District grant.
 - B. Presentation from Emma Castor with West Central Nebraska Development District (WCNDD) in regards to properties identified to be in violation of McCook's Code of Ordinances.
 - C. Approve Resolution No. 2026-15 approving the designation of nuisance properties as deemed by WCNDD and as declared in the Resolution.
 - D. Council Comments.
 - E. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to collective bargaining - Fraternal Order of Police, Lodge 57.
 - 1. Nebraska Open Meetings Act statement, if the motion to close passes.
 - 2. Close Executive Session.

Adjournment.

CITY MANAGER'S REPORT
JUNE 15, 2026 CITY COUNCIL MEETING

ITEM: **2.A.**

Approve the minutes of the June 1, 2026 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

FISCAL
IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

June 10, 2026

McCook City Council
June 1, 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 Weedon, Jared Muehlenkamp.

Absent: Motion to excuse the absence of Councilmember Rambali. This motion, made by Weedon and seconded by Muehlenkamp, passed.

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0

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, Senior Services Director Beth Siegfried, and Building Inspector Barry Mooney.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on May 28, 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. Invocation was provided by Councilmember Weedon. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

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

1. Announcements & Recognitions.

City Manager Schneider announced that a Planning Commission meeting is scheduled for the coming Monday, June 9, at 5:15 P.M. for continued review of the proposed revisions to the zoning ordinance.

2. Consent Agenda.

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

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

2.A. Approve the minutes of the May 18, 2026 regular City Council meeting.

3. Regular Agenda.

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

City Manager Schneider gave an update on the youth complex project. Staff hopes to receive the appraisal in a couple of weeks; construction continues to move forward at a fast pace, with an estimated completion date of September 1; staff plans to meet with Craig Bennett of Miller & Associates to establish the process of levying assessments for the infrastructure that has been installed; work continues on various grants for the project; and staff is gathering estimates for the installation of irrigation to maintain the grass portions of the complex.

3.B. Consider Ordinance No. 2026-3117 authorizing the issuance and sale of Municipal Improvement Bonds in the principal amount not to exceed \$26 million for the purpose of refinancing certain bond anticipation notes of the City of McCook and financing the long-term costs of constructing public infrastructure improvements in McCook.

Mayor Taylor introduced Ordinance No. 2026-3117 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF MUNICIPAL IMPROVEMENT BONDS, SERIES 2026, OF THE CITY OF MCCOOK, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY SIX MILLION DOLLARS (\$26,000,000) FOR THE PURPOSE OF REFINANCING CERTAIN OUTSTANDING BOND ANTICIPATION NOTES OF THE CITY AND FINANCING THE LONG-TERM COSTS OF CONSTRUCTING PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY A SALES AND USE TAX AND OTHER SOURCES OF FUNDS FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF SAID TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AUTHORIZING BOND INSURANCE; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

Ordinance No. 2026-3117 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. This motion, made by Muehlenkamp and seconded by Weedin, passed.

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

Motion for final passage of Ordinance No. 2026-3117. This motion, made by Calvin and seconded by Weedon, passed.

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

Mayor Taylor stated for the record that Ordinance No. 2026-3117 is declared lawfully passed and adopted upon publication as required by law.

3.C. Council Comments.

Councilmember Weedon gave an update of the 2026 Choice Gas Program.

3.D. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to pending litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin.

Motion to go into executive session for the protection of public interest for a strategy session with respect to potential litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin at 5:56 P.M. This motion, made by Calvin and seconded by Weedon, passed.

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

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

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

Motion to come out of executive session at 6:04 P.M. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

3.E. Ratify an agreement between the City of McCook and Rembolt/Ludtke LLP to provide legal services related to the City of McCook's lawsuit filed against Ronald and Cindy Sabin.

Motion to ratify an agreement between the City of McCook and Rembolt/Ludtke LLP to provide legal services related to the City of McCook's lawsuit filed against Ronald and Cindy Sabin. This motion, made by Calvin and seconded by Taylor, passed.

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

YEA: 4, NAY: 0, ABSENT: 1

- 3.F. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to collective bargaining - Fraternal Order of Police, Lodge 57.

Motion to go into executive session for the protection of public interest for a strategy session with respect to collective bargaining - Fraternal Order of Police, Lodge 57 at 6:05 P.M. This motion, made by Taylor and seconded by Muehlenkamp, passed.

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

Mayor Taylor stated for the record that at this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the purpose of the protection of public interest for a strategy session with respect to collective bargaining - Fraternal Order of Police, Lodge 57. The Council will reconvene in public session following this closed session.

Included in the executive session were City Manager Schneider, Assistant City Manager Koetter, City Attorney Mustion, City Clerk Doak, and Police Chief Hodgson.

Motion to come out of executive session at 6:52 P.M. This motion, made by Taylor and seconded by Calvin, passed.

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

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:53 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
JUNE 15, 2026 CITY COUNCIL MEETING

ITEM: **2.B.**

Forward to the City's insurance carrier for review and appropriate action a property damage incident form from Pam Harsh.

BACKGROUND:

Staff received the Property Damage Incident Form from Pam Harsh. The governing body is required to forward the claim to the City's insurance carrier for review and appropriate action.

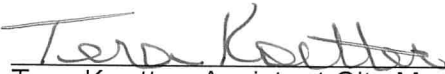
FISCAL
IMPACT: None.

APPROVALS:



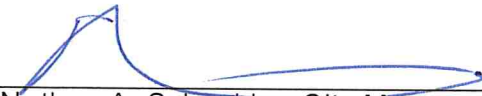
Lea Ann Doak, City Clerk

June 10, 2026



Tera Koetter, Assistant City Manager

June 10, 2026



Nathan A. Schneider, City Manager

June 10, 2026

CITY MANAGER'S REPORT
JUNE 15, 2026 CITY COUNCIL MEETING

ITEM: 2.C.

Receive and file the claims for the month of May 2026, published June 9, 2026.

BACKGROUND:

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

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

FISCAL
IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

June 10, 2026



Tera Koetter, Assistant City Manager

June 10, 2026



Nathan A. Schneider, City Manager

June 10, 2026

CITY OF MCCOOK
CLAIMS FOR MAY 2026

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

7-D LOCKSHOP-S 28.00; ACE-S2569.79, SC 39.98; ACME PRINTING-S 1081.33; AKRS- S 3253.63; ALLEY POYNER-SC 2710.00; AMAZONS-CO 899.00, SC 625.90, S 5195.95; AMERICAN AG LAB-SC 2015.57; AMERICAN ELECTRIC-S 372.67; AMERICAN NATIONAL BANK-SC 17632.94; AMERITAS-CLAIMS-SC 6510.59; AMERITAS DENTAL-SC 70.46; C. AMGL-SC 1030.00; ARNOLD MOTOR SUPPLY-S 1066.52; ARROW CAR WASH-S 23.85; AT&T-SC 451.58; AURORA COOP-S 16962.22; AVFUEL CORP-S 171594.65; BENCHMARK GOV'T-SC 411.40; BLACK HILLS ENERGY-SC 2587.53, S 266.79; BOMGAARS-S 1773.07; D. BURR-S 77.69; BW TELCOM-SC 144.14; C&K-S 664.13; CAMBRIDGE TELEPHONE-SC 234.12; CASH WA-S 20194.28; CENTURY LINK-SC 966.62; CITY OF MCCOOK-PS 484298.23; CITY SELF INS-BT 200191.50; SALES TAX-BT 50836.11; TRANSFER STATION-S 4347.92; UTILITIES-S 110.59, SC 17008.09; CLINE WILLIAMS, WRIGHT JOHNSON-SC 48.00; CRAWFORD SUPPLY-S 296.70; J CROCKER-SC 75.00, SC 248.41; CULLIGAN-S 48.00; D&S HARDWARE-SC 71.57, S 473.38; DELTA MEDICAL-S 143.83; DEMCO INC-S 232.83; DEVENY-SC 4175.00, S 3661.29; DVORAK LAW-SC 1806.00; EAKES-CO 19346.09, S 523.63, SC 81.79; ENGINEERED CONTROLS-S 939.50; FARRELL'S PHARMACY-S 20.04; FICA-PS 25153.57; FLOYD'S TRUCK CENTER-S 829.17; E. FOSTER-S 325.00; FRONTIER COMMUNICATIONS-SC 34.19; GRAHAM TIRE OF KEARNEY-S 1212.68; GREAT PLAINS COMM-SC 3216.57, S 178.61; HACKEL CONST-CO 1011477.48; HANCOCK LUMBER-S 158.31; HAWKINS, INC-S 4484.67; HEADS UP SPRINKLERS-S 257.81; HERITAGE SENIOR CENTER-SC 50.00; HIGH PLAINS RADIO-SC 127.00; HINKLE TERMITE & PEST-S 1755.00; HOLIDAY INN-SC 220.00; HOMETOWN LEASING-SC 1132.53; HONORBOUND IT-S 300.00; HORIZON BANK-SC 22851.46; IDEAL LINEN-S 96.39; IIA LIFTING SRVS-SC 2597.11; ISLAND SPRINKLER SUPPLY-S 3301.53; J BAR J LANDFILL-SC 73824.87; JOHNSON CONTROL-S 473.80; K & C GRAIN-S 53629.65; K-C MOTOR & ELEC-S 100.00; KATHERYN MESNER-SC 2866.93; KIDS REF CO-S 121.94; A. KOTSCHWAR-SC 75.00; LONM-SC 150.00; LONM-UTILITIES-SC 375.00; LIFE-ASSIST-S 846.12; MACQUEEN EQ-SC 540.37, S 136.00; MAMMOTH-CO 864482.50; MCCOOK CONCRETE-S 923.96; MC GAZETTE-SC 1359.55, S 23.05; MC HUMANE SOCIETY-S 5044.26; MPPD-SC 1414.66; MPS-SC 950.00; MCNET -SC 109.90; T. MCGINLEY-S 76.96, SC 94.25; MCKESSON MEDICAL-S 246.38; MEAD- S 1828.05; MEDC-LB840 PAYMENTS-SC 18333.33, MEDC-SC 2954.54; MEDICARE-PS 6806.17; MICROMARKETING-S 3587.12; MIDWEST CONNECT-S 323.15, SC 2370.00; MILLER & ASSOC.-CO 21833.16, SC 2810.00; MILCO-SC 5547.40; B. MINTLING-S

3640.00; MNB INS-SC 50.00; C. MOLCYK-SC 75.00; MOUSEL, BROOKS, SCHNEIDER, MUSTION-SC 6033.00; MUNICIPAL PIPE-S 3609.93; MUNICIPAL SUPPLY-CO 3759.42, S 16816.23; N-STANT CONVENIENCE-SC 4258.93; NDEE-SC 53662.21; NE DEPT REV SALES TAX-SC 14939.08; NE REGIONAL INTEROPERABILITY-S 3000.00; NE STATE FIRE MARSHAL-S 240.00; NEBRASKA LAND TIRE-S 353.20, SC 20.00; NEXT GENERATION-SC 132383.90; NICK'S DIST-S 1882.32; NPPD-SC 35994.19, S 373.30; NUTRI-SYSTEMS-S 487.34; O'REILLY AUTO PARTS-S 70.23; Z. OLIVER-S 6490.00; ONE BILLING SOLUTIONS-SC 3555.14; ONE CALL-SC 119.47; PARDE ELEC-S 451.59; PAULSEN INC-CO 1110901.05, S 863.00; PAYPAL-S 50.51; PINNACLE BANK-SC 26751.20; PLATTE VALLEY COMM-S 310.00; POLYDYNE-S 1620.00; T. PORTER-S 75.00; PRAIRIE STATES COMM-S 255.00; PROTEX CENTRAL-S 616.75; QUALITY URGENT CARE-SC 90.00; QUILL-S 50.34; R PERRY CONST-SC 2344.25; RWCO CRT-SC 21.00; N RENNER-SC 75.00; S RENNER-SC 75.00; RESTORED HOMES-SC 397.89; T. ROUSE-CO 3800.00, S 175.00; RUGGLES TRAILER-S 234.00; SCOTTIES POTTIES-S 125.00; B. SIEGFRIED-SC 1478.95; J. SLATEN-SC 75.00; SOUTHWEST FARM & AUTO-S 226.33; T STEWART-S 4560.00; STREAKY CLEAN WINDOWS-S 906.00; TECHNIMOUNT SYSTEM-S 128.00; THE RADAR SHOP-S 686.00; TITAN MACHINERY-S 76.08; TREE REBATE-S 900.00; TREVIPAY-WALMART-SC 215.97, S 2096.86; UMR-SC 225.499.67; UNDERGROUND CONST-CO 52134.62; UNION BANK AND TRUST-SC 708922.42; US FOODS-S 1764.57; UTILITY REFUNDS-S 2224.06; VAN DIEST SUPPLY-S 802.50; VERIZON-SC 2638.02; VOICE PRODUCTS-SC 250.00; VOLZ- S 1666.42; C. WAGNER-S 2500.00; WAGNER CHEVY-S 1336.19; WAGNER FORD TOYOTA- SC 627.87, S 571.62; WEX BANK-SC-89.95, S 18155.05; WITMER PUBLIC SAFETY-S 834.25; ZOLL-S 124.64.

-s-Lea Ann Doak, City Clerk

PUBLISH: JUNE 9, 2026

CITY MANAGER'S REPORT
JUNE 15, 2026 CITY COUNCIL MEETING

ITEM: **2.D.**

Approve the application for a Special Designated Liquor License (SDL) submitted by Elevated Catering, LLC, Liquor License #C-157594 for a wedding to be held at the City Auditorium, 302 West 5th Street, on July 4, 2026 from 4:00 P.M. to 12:00 A.M.

BACKGROUND:

Elevated Catering will be catering this event. They are making application to allow them to serve alcohol at this temporary location. According to policy set by the Council in October 2023, any applicant applying for a SDL who has not previously applied for one shall be taken to the Council for approval. No previous SDL application has been applied for by Elevated Catering.

FISCAL
IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

June 10, 2026



Tera Koetter, Assistant City Manager

June 10, 2026



Nathan A. Schneider, City Manager

June 10, 2026

SDL – LOCAL RECOMMENDATION

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

157594

Elevated Catering LLC

License #

Licensee Name/Non-Profit Organization

Event location name: McCook Auditorium

Event address/location: 302 West 5th Street, McCook NE 69001

Event Type: Wedding Reception

Event date(s): 7/4/26

Event start time(s): 4:00pm

Event end time(s): 12:00am

Indoor area to be licensed in length & width: 150 X 150

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

Estimated number of attendees: 350

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: Scott Rodriguez Event contact phone number: 308 224 6813

Event contact Email: elevatedcatering22@gmail.com

*Signature Authorized Representative: _____

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

**CITY MANAGER'S REPORT
JUNE 15, 2026 CITY COUNCIL MEETING**

ITEM: 2.E.

RECOMMENDATION -- Approve the Police Department to declare the below listed property as surplus and allow said property to be disposed of in the appropriate manner.

BACKGROUND:

Over time the City Police Department upgrades and purchases new and necessary equipment for use by the department and its officers. The old equipment is stored and eventually starts to take up space that could be better utilized for storing other items.

The Department has replaced the ballistic vests that the officers wear and the old are utilized for training purposes. Since the latest iteration of the vests there are older vests that can be repurposed. However, the ballistic material is past the manufacturer's 5 year warranty. This material will need to be destroyed to prevent another person from using it thinking that it will perform as if it were not out of warranty.

If the carriers that old ballistic material can be repurposed, sold, or destroyed then the Department is requesting council approval.

Below is a list of items that have been replaced due to them being beyond their useful life or safe due to lack of support from the vendor or provider of the operating system in the case of old computers. Ruggedized laptops were purchased "reconditioned" and have since been replaced after Microsoft stopped supporting Windows 10 and not able to update to Windows 11. The Dell brand tower computers have been replaced over time and are beyond their useful life due to Microsoft no longer supporting their version of the operating system.

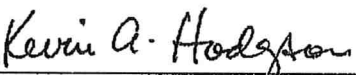
The other listed electronic equipment is either not working or no longer supported or has been replaced with newer equipment. The other items have no useful purposes and can be discarded.

1. (6) Six Alarm Clocks
2. (15) Fifteen Computer keyboards
3. (1) One fixed position video camera
4. (3) Three VCRs
5. (2) Two cassette recorders with two boxes of cassettes
6. (13) Thirteen reconditioned Panasonic rugged laptops
7. (4) Four Dell tower computers
8. (1) One Emerson brand TV
9. (3) Three boxes of miscellaneous computer cables
10. (3) Three flashlights
11. (1) One box of outdated training videos on DVD
12. (1) One outdated time clock

13. (10) Ten outdated Axon brand Body Cameras with mounts and cables
14. (1) One Sanyo brand TV

**FISCAL
IMPACT:** None.

APPROVALS:



Kevin Hodgson, Police Chief

June 9, 2026



Nathan A. Schneider, City Manager

June 9, 2026

CITY MANAGER'S REPORT
JUNE 15, 2026 CITY COUNCIL MEETING

ITEM: 2.F.

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Economic Development Plan Loan Committee - reappoint Kent Craw and Doug Skiles - terms expire March 2030;
- Planning Commission - appoint David Brewster to fill the remaining term of Bruce McDowell - term expires September 2028

BACKGROUND:

The Mayor has contacted all appointees and they are willing to serve on the various boards.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

June 10, 2026

**ECONOMIC DEVELOPMENT PLAN
LOAN COMMITTEE**

KENT CRAW
506 Elizabeth Lane
Appointed - March 2011 (original 4-year term)
Reappointed - June 2026
Term Expires - March 2030 (City selection)

DOUG SKILES
1517 West 3rd
Appointed - March 2011 (original 4-year term)
Reappointed June 2026
Term Expires - March 2030 (City selection)

345-2342 (H)
345-5100 (W)

DALE DUELAND
112 East "N" Street
Appointed - March 2011 (original 3-year term)
Reappointed - March 2022
Term Expires - March 2026 (MEDC selection)

345-6163(H)
dmdue@outlook.com

RYAN MOORE
1412 Centennial Drive
Appointed - February 2019 (replaced Jason Grigg)
Reappointed - March 2022
Term Expires - March 2026
ryan@firstcentral.com (MEDC selection)

340-1345 (C)
345-4994 (W)

AARON PETERSON
1106 Norris Avenue (replaced Kent Kilpatrick)
Reappointed - September 2025
Term Expires - March 2029 (City selection)

345-2370 (O)

ALL FUTURE TERMS 4-YEAR

PLANNING COMMISSION

KELLY HAMMERLUN

Appointed - October 2025

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

308-882-1611

kelly.hammerlun@pinnbank.com

CAMY BRADLEY

1714 West 2nd Street

Appointed - September 2017 (Replaced Terri Shipshock)

Reappointed - September 2025

Term Expires - September 2028

345-4900 (W)

350-5536 (C)

cbradlev@netitlegroup.com

TAMMIE HILKER

512 East 5th

Appointed - September 1995

Reappointed - September 2025 LOGIN SPARQ thilker@alloisp.com - old email

Term Expires - September 2028

345-3717 (H)

340-7861 (C)

thilker@gpcom.net

DAVID BREWSTER

Appointed - June 2026 (Replaced Bruce McDowell)

Term Expires - September 2028

MATT DAVIDSON

1505 Centennial

Appointed - June 2019 (Replaced Don Harpst)

Reappointed - August 23

Term Expires - September 2026

340-1347 (C)

matt.davidson@golight.com

KURT VOSBURG

#13 Wedgewood

Appointed - November 2005

Reappointed - August 2023

Term Expires - September 2026

345-8490 (O)

340-0005 (H)

Kurt.vosburg@nebraska.gov

JESSE STEVENS

1606 West 2nd Street

Appointed - September 2015 (replaced Lonnie Anderson)

Reappointed - August 2023

Term Expires - September 2026

345-5688 (H)

345-5598 (O)

340-2932 (C)

jesse@hometownfamilyradio.com

CHAD LYONS*

1201 West 2nd Street

Appointed - September 2009 (replaced Dan Miller)

Reappointed - October 2024

Term Expires - September 2027

345-2140 (H)

340-9433 (C)

clyons@mccookbison.org

JAMIE MOCKRY

1614 West 2nd Street

Appointed - June 2021 (Replaced Katie Graham)

Reappointed - October 2024

Term Expires - September 2027

340-6332 (C)

jamiemockrykbc@gmail.com

BOBBY GAULKE - ALTERNATE

Appointed - June 2025 (Replaced Mark Currier)

Term Expires - March 2027

345-5520 (W)

340-3496 (C)

bgaulke22@gmail.com

*Denotes Chairperson - 3 yr. Terms

June 10, 2026

**CITY MANAGER'S REPORT
JUNE 15, 2026 CITY COUNCIL MEETING**

ITEM: 2.G.

RECOMMENDATION:

Approve and authorize the mayor to sign the FY 2026-2027 contract with the West Central Nebraska Area Agency on Aging (WCNAAA) for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring and evaluation of the McCook Heritage Senior Center. Approve the Service Provider Agreement between the Nebraska Department of Health and Human Services to provide Title XX Meals and Transportation for DHHS Clients. Approve the Nebraska Service Provider Addendum with the Nebraska Department of Health and Human Services a division of Medicaid and Long Term Care to provide Wavier Meals and Transportation.

BACKGROUND:

The contract between the City of McCook and WCNAAA is an agreement that the WCNAAA will provide technical assistance, payments from the older Americans' Act, orientation and training for the Senior Center Staff and Board, and the support and assistance in the coordination of other agencies; and organizations; programs or services to the Heritage Senior Center. In return, the City of McCook will provide an appropriate, safe and assessable senior service facility, qualified and appropriate staff, and time and training of staff, and necessary local match funds in-kind services. The City of McCook will operate and manage the programs outlined in the Senior Services Manuel supplied to the Provider by the Agency, including compliance with all local, state, and federal laws, including, but not limited to the Nebraska Community Aging Services Act and the Federal Older Americans ACT.

The Heritage Senior provides both Title XX and Wavier meals and transportation for Department of Health and Human Services Clients.

**FISCAL
IMPACT:**

Under Section One: Payments from the Older Americans' Act and/ or Community Aging Services Act based on the fee schedule, please note that this is in the amount being reimbursed for the 2025-2026 contract specified below:

0	-3,000 meal units	\$4.00
3,001	- 6,000 meal units	\$3.85
6,001	-15,000 meal units	\$3.65
Over	15,001 meal units	\$3.25
NSIP-per meal		\$0.70

City of McCook

FY25-26 Allocation of funding

Allocation of AOA Supportive services and Meals

	Allotted Units	Allocation of Funding
Title III B Supportive Services-Access	11,322	\$15,557.28
Title III C1 Congregate Meals	11,373	\$29,642.86
Title III C2 Home-Delivered Meals	13,535	\$35,277.95
Title III C2 To-Go Meals	9,057	\$23,606.38
Total AOA	45,287	\$104,084.47

This is \$6, 153.03 less than last year

Allocation of Nutrition Services Incentive program (NSIP)
Supplemented with WCNA AAA Local Funding

	Allotted Meals	Rate	Dollars
Title III C1 Congregate Meals	11,373	\$0.70	\$7,961.10
Title III C2 Home Delivered Meals	13,535	\$0.70	\$9,474.50
Title III C2 T0-Go Meals	9,057	\$0.70	\$6339.90
Total NSIP /Local	33,919		\$23,775.50

Total AOA and NSIP funding are \$127,859.97

This is \$6,116.83 less than last year.

Any meal units served over the above allotted amount will be reimbursed only as funds are available.

By signing this contract, the McCook Heritage Senior Center will receive funding for the fiscal year 2026-2027 for the support of specified services and activities.

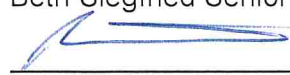
RECOMMENDATION:

Approve and authorize the mayor to sign the 2026/2027 contract with the West Central Area Agency on Aging (WCNA AAA) for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring, and evaluation of the McCook Heritage Senior Center.

APPROVALS:

Beth Siegfried Senior Services Director

June 10, 2026



Nate Schneider City Manager
City Manager

June 10, 2026

DEPARTMENT HEAD BUDGET MEETINGS

Department

Date & Time

Police (2 hours) June 1st 1:00 p.m.

Fire Department (2 hours) June 12th 8:30 a.m.

Water/Wastewater (1/2 day) June 11th 8:30 a.m.

Public Works (1/2 day) June 8th 1:30 p.m.

(Transfer Station, Ballparks, Cemetery, Streets, Airport)

Building Inspector (1 hour) June 11th 1:30 p.m.

Library (1 hour) June 12th 11:00 a.m.

Senior Center (1 hour) June 11th 3:00 p.m.

PROGRAM INSTRUCTION

DATE: May 2026
TO: Senior Center and Meal Site Contractors
FROM: Erin Arensdorf
SUBJECT: Senior Center & Meal Site Contracts for Fiscal Year **2026-2027**

Dear Senior Center/Meal Site Partner,

Enclosed, please find your **FY 2026–2027** contract for Senior Center and Meal Site meal operations.

Action Required:

- Please have your **Board Chairperson and a witness sign the contract with original signatures on page 5.**
- **Do not fill in the “Executed Date”** on page 5; it will be completed when signed by the WCNAAA Board Chairperson.
- Return the **signed contract** to our office by **June 24, 2026**, in advance of our **WCNAAA Governing Board Meeting on June 25, 2026.**
- After the Board Chairperson signs the contract, a **fully executed copy** will be returned to you for your records.

Vendor-Prepared Meals:

If your center contracts with a vendor or restaurant for meal preparation, a **vendor/restaurant contract** is also enclosed. Please complete all required fields, obtain signatures from both the vendor and your center, and return the **original signed contract** along with your agency contract. Retain a copy for your files.

If you have any questions, please don't hesitate to contact our office. We appreciate your continued partnership in providing vital nutrition services to older adults in our region.

Sincerely,
Erin Arensdorf
Executive Director
West Central Nebraska Area Agency on Aging
308-535-8195

West Central Nebraska Area Agency on Aging
Provision of Services to Senior Citizens
Contract FY 2026-27

THIS Contract is made and entered into this 1st day of July, 2026 by and between the **WEST CENTRAL NEBRASKA AREA AGENCY ON AGING, 115 North Vine Street, North Platte, Nebraska 69101**, an intergovernmental agency serving the Nebraska counties of Arthur, Chase, Dawson, Dundy, Frontier, Gosper, Grant, Hayes, Hitchcock, Hooker, Keith, Lincoln, Logan, McPherson, Perkins, Red Willow, Thomas and hereinafter called the AGENCY, and **CITY OF McCOOK**, with the following mailing address: **P.O. Box 1059, McCook, NE 69001**, hereinafter called the Contractor for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring, and evaluation of the Contractor's comprehensive, coordinated service system for older persons hereinafter called 'Program'.

WHEREAS, the Agency has been designated by the Nebraska Department of Health and Human Services, State Unit on Aging as the Agency responsible for the on-going planning, development, coordination, monitoring, evaluation and partial support of a comprehensive, coordinated service system for older persons in the seventeen county area; and

WHEREAS, the Contractor has demonstrated an interest and ability to perform as the service provider through its previous contracts with the Agency and/or its operations of other Federal, State, and locally funded programs, and has in existence an advisory council/committee/board comprised for the majority of senior citizens, who review, comment, and advise on the program; and

WHEREAS, the Agency has been awarded funds for the "Older Americans Act Title III Grants for State and Community Programs on Aging" through the Administration for Community Living from the Older Americans Act of 1965 as amended through P.L. 114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statutes DHHS program regulations and the terms and conditions of this Contract for **Fiscal year 2027** as specified in its State approved Area Plan for the support of specified services and activities in the seventeen county area and

WHEREAS, it is agreed and understood by both parties that this Contract is dependent upon Federal and State funding and in the event that such funding is decreased or eliminated this Contract is null and void.

NOW THEREFORE, the parties to this Contract jointly agree as follows:

SECTION ONE:

The Agency shall provide the Contractor the following:

- A. Technical assistance with the planning, establishment, monitoring, and operations of the Center and with other matters affecting and concerning older citizens; and

B. Remit to Contractor earned funds in the following manner:

1. Only Title III-C certifiable meals are eligible for payment; and
2. These meals must be accompanied by supportive services in the ratio of one unit of supportive service for every three claimed meals; and
3. This combination reflects a minimum acceptable level of supportive service; and
4. Payments from the Older Americans' Act and/or Community Aging Services Act based on the fee schedule specified below:

0	- 3,000 meal units	\$4.00
3,001	- 6,000 meal units	\$3.85
6,001	- 15,000 meal units	\$3.65
Over	15,001 meal units	\$3.25

City of McCook

FY 26-27 Allocation of Funding

Allocation of AOA Supportive Services and Meals

<u>CFDA #-FAIN#</u>		Allotted Units	Dollars
93.044-17AANET3SS	Title IIIB Supportive Services-Access	11,322	\$15,557.28
93.045-17AANET3CM	Title IIIC1 Congregate Meals	11,373	\$29,642.86
93.045-17AANET3HD	Title IIIC2 Home Delivered Meals	13,535	\$35,277.95
93.045-17AANET3HD	Title IIIC2 To-Go Meals	9,057	\$23,606.38
Total AOA		45,287	\$104,084.47

**Allocation of Nutrition Services Incentive Program (NSIP)
Supplemented with CASA and WCNAAL Local Funding**

<u>CFDA #-FAIN#</u>		Allotted Meals	Rate	Dollars
93.053-17AANENSIP	Title IIIC1 Congregate Meals	11,373	\$0.70	\$ 7,961.10
93.053-17AANENSIP	Title IIIC2 Home Delivered Meals	13,535	\$0.70	\$ 9,474.50
93.053-17AANENSIP	Title IIIC2 To-Go Meals	9,057	\$0.70	\$ 6,339.90
Total NSIP/CASA/Local		33,965		\$ 23,775.50

Total AOA/NSIP/CASA/Local Funding \$ 127,859.97

Any meal units served over **the above allotted amount** will be reimbursed only as funds are available. In general, the Contractor shall be paid on a monthly basis and only after necessary documentation and reporting has been completed and approved by the Agency.

A. Orientation and training of Contractor staff and various boards as needed and required as related to this Contract and Program; and

B. Support and assistance in the coordination of other agencies' and organizations' programs of services with those of the Program.

SECTION TWO:

The Contractor shall provide for the Agency the following:

- A. Arrange for the provision of an appropriate, safe, and accessible senior service facility;
- B. Provide qualified and appropriate staff for the daily management of the Program;
- C. Provide necessary time and conditions for the training of Program staff, specifically those trainings sponsored by the Agency and are part of the Agency's overall training program; and
- D. Provide necessary local match funds and in-kind services;
- E. Operate and manage the Program as outlined in the Senior Center Services Manual supplied to the Contractor by the Agency, including compliance with all local, state, and federal laws, including, but not limited to the Nebraska Community Aging Services Act and the Federal Older Americans Act;
- F. Assure that the monthly fiscal reports will be received by the Agency no later than the fifth (5th) working day of the month; and,
- G. Operate and manage the Program and the facilities utilized in the program in compliance with all local, state, and federal laws and regulations, including, but not limited to the Nebraska Community Aging Services Act and the Federal Older Americans Act.
- H. Record-keeping - The Contractor shall establish and maintain such program services, activity and accounting records, systems and procedures as are needed to control and support all program services, activities and fiscal activities under this Contract. The Contractor assures the maintenance and inspection by the Agency of such records, accounts and supporting documents of Contract and Program related services, activities and fiscal activities in such form as would provide for an accurate and expeditious determination of the performed output and status of the Project funds at any time.
- I. Reporting - The Contractor shall prepare and submit reports of Contract Program services, activities and fiscal activities of the Program to the Agency according to the established schedule, in such form, and containing such information as the Agency shall require. The Contractor shall maintain the records on file and shall afford reasonable access thereto as the Agency may find necessary to assure correctness and verification of such reports.

SECTION THREE:

Project Funds - Project funds shall be all public grant, allotment, or subsidy revenues of all fees, donations, or generated by said funds and which are received by and for the purpose of the Program services and activities specified and designated in this Contract whether by appropriation, reimbursement of service, sale of Program crafts and articles, contribution, or donation. Project funds shall be considered public and subject to accounting, review and inspection, and audit of

such that individual contributions shall not be open to public inspection as per the confidentiality requirements of the Older Americans Act as amended.

SECTION FOUR:

The Older Americans Act Amendments of 2000 (Public Law 106-501) reauthorized the Nutrition Program for the Elderly. This law changed the basis for funding from a per meal reimbursement to a grant based on prior year's meal service. The program's name was changed to the "Nutrition Services Incentive Program" (NSIP).

NSIP funds are to be used for United States agricultural commodities and other food for nutrition projects. OAA Sec. 311 (d)(2) defines food criterion. If a Contractor chooses to purchase an item that is not a United States grown food such as bananas Non-NSIP funds (such as Title III C or match, etc.) may be used to purchase them.

SECTION FIVE:

Claims of Third Parties - The Contractor shall indemnify the Agency and hold the Agency harmless from any and all claims of third parties arising from the conduct or the management of the business of the senior service center organization by the Contractor, or otherwise arising by reason of any alleged negligence of Contractor, Contractor's agents or employees.

SECTION SIX:

The Agency reserves the right to review, comment, and/or modify any sub-contracts involving services and funds under this Contract for conformance with the terms and conditions of this Contract.

SECTION SEVEN:

Contract Performance Monitoring, Review, and Evaluation - In carrying out its responsibilities under the Older Americans' Act to monitor and periodically evaluate the performance of all Contractors under the Area Plan, the Agency will make occasional site visits and require routine and special reports to monitor the on-going daily performance and will conduct periodic assessments with written reports to evaluate performance of the Contractor and the effectiveness of the Program.

SECTION EIGHT:

Termination - This Contract may be terminated at any time upon mutual written consent by both parties. If the Contractor is in default of this Contract as determined by the Agency, then, and in that event, the Agency may give the Contractor a thirty (30) day notice of termination by regular mail at the Contractor's address indicated above, describing the default and the steps necessary to remedy the default, if such remedy is possible. If the default is not remedied within thirty (30) days of the mailing of the notice by the Agency, this Contract shall terminate on the 30th day after the notice was sent. This Contract shall automatically terminate if the Agency no longer has access to the local, state, or federal funding which supports this Contract.

SECTION NINE:

Distribution of Assets Upon Termination - Upon termination of this Contract, all property purchased with Project funds, shall remain the property of the Contractor. The Contractor will return any moneys received from the Agency which have not been expended.

SECTION TEN:

Term - This Contract upon execution by both parties shall be in full force and effect for the period beginning **July 1, 2026** and ending **June 30, 2027**.

Employee Work Eligibility Status

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of all employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of all employees

Conflicts of Interest

In the performance of this program the Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify the Agency in writing of any such instances encountered.

EXECUTED this _____ day of _____, 2026 by

Attest:

West Central Nebraska Area Agency on Aging
"Agency"

Witness

Board Chairperson/Vice Chairperson

Attest:

City of McCook, a Municipal Corporation
"Contractor"

Witness

Board Chairperson/Vice Chairperson

Division of Medicaid and Long-Term Care
Nebraska Service Provider Agreement
Non-Emergency Transportation Addendum

Provider information

Provider Name

FTIN/SSN

Heritage Senior Center

53460457

DBA Name

Certification

This Agreement Addendum between the Nebraska Department of Health and Human Services, Division of Medicaid & Long-Term Care (hereinafter the Department) and Heritage Senior Center, a non-emergency transportation (NET) service provider, governs the provisions of NET Services as defined in the Nebraska Department of Health and Human Services Program Manuals, Nebraska Administrative Code 471 and 480 (NAC) Titles. Any Attachments for service(s) that is/ are attached and by this reference are made part of this agreement as if included in the agreement word for word and the provider agrees to abide by all regulations as outlined in the attachment(s).

Program Participation: (check all that apply) ☐ Medicaid ☐ AD Waiver

☐ Individual Provider (non-legally responsible family member, or individual not in the transportation business for hire) ☐ Transportation

☐ Public Service Commission (PSC) Certified Carrier:

☐ Common Carrier PSC Certification Number _____

☐ Contract Carrier PSC Certification Number _____

☐ Public Service Commission (PSC) Exempt Provider:

☐ Transportation

Transportation services to be provided (check all that apply)

☐ Personal vehicle (Individual Provider only)

☐ Wheelchair Accessible Van, Handy-Bus

☐ Ambulatory Sedan, Van, or Handy-Bus

☐ Public Fixed Route Transit System

Provider Requirements

IntelliRide will determine the most appropriate transportation mode pursuant to Department regulations and prior authorize non-emergency transportation services for clients. The Department will honor NET service claims submitted electronically and make payments for services that are prior authorized and provided in accordance with Department regulations, the Nebraska Service Provider Agreement (form MC-19), and IntelliRide policies and standards.

General NET Provider Requirements

The Provider shall:

1. Ensure the rate submitted for payment shall not exceed the amount charged to private payers and in accordance to the Department of Medicaid & Long-Term Care Non-Emergency Transportation Fee Schedule.
2. Bill only for services provided while the program eligible client is in the vehicle using the most direct, safe and logical route from the client's origination to destination.

3. Ensure drivers and escorts submit a criminal background check annually, and have been cleared with the Nebraska Child/Adult Abuse and Neglect Register and the State Patrol Sexual Offender Registry in accordance to 471 NAC 27.
4. Agree to provide accurate and complete information and notify IntelliRide of any changes that would impact this provider agreement.
5. Agree and assure that any suspected abuse or neglect will be immediately reported to law enforcement and / or the Abuse-Neglect hotline (1-800-652-1999).
6. Agree and assure that the following vehicle standards are met:
 - a. Be in compliance with all applicable city, county, state and federal requirements regarding licensing, registration, and insurance policies;
 - b. Be in compliance with all regulatory requirements for vehicle safety and maintenance if regulated by the Public Service Commission or Nebraska Department of Roads;
 - c. Not allow smoking in vehicles when transporting clients; and
 - d. Ensure that safety restraints, including car seats / booster seats, are supplied and available for proper use by each client transported, in compliance with Neb. Rev. Stat. §60-6,267 and 60-6,268.
7. Comply with all policies and procedures as provided for in the Network Provider Procedure Manual for the Division of Medicaid & Long-Term Care Non-Emergency Transportation Program, as amended or updated from time to time, developed and maintained by IntelliRide. In the event the terms of this Agreement Addendum conflict with the Network Provider Procedure Manual, Department regulations and the terms of this Agreement Addendum shall govern.

Individual Provider Requirements

The provider shall:

1. Have been chosen by the client or the usual caregiver to provide transportation;
2. Not be a legally responsible member of the client's family;
3. Not have more than 3 points assessed against his/her driver's license; and
4. Personally drive his/her own vehicle to transport clients.

When completed, send all documents to

~~IntelliRide~~
~~2222 Cuming Street~~
~~Omaha, NE 68102-4328~~

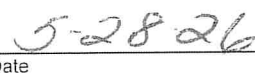
~~For questions, contact:~~
~~IntelliRide~~
~~(402) 401-6990~~

Signatures and Dates

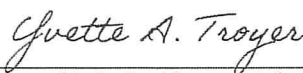
I certify that I have read and understand the standards as stated and reference above and agree to comply with all the terms of this Agreement.



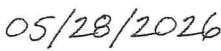
Provider/Agency Representative Signature



Date



Signature of Authorized Representative - Nebraska Department of Health and Human Services



Date

Division of Children and Family Services
Nebraska Service Provider Agreement
Meals Provider Addendum

Provider Identification

Provider Name	Date of Birth	Social Security Number	FTIN Number
Heritage Senior Center			53460457

Type of Service: (Check one or both)

☒ Congregate Meals (SSAD only)

☒ Home-Delivered Meals

☐ As a Provider, I certify that I am age 19 or older

Health and Safety Standards

I CERTIFY -

Food preparation and serving facilities and areas meet local, state and federal:

☐ Fire prevention standards ☐ Zoning standards ☐ Sanitation standards ☐ Facility maintenance standards

Food preparation and serving personnel are -

☐ In good health and free from contagious disease ☐ Courteous, understanding, and helpful when seating or serving

☐ Skilled and instructed in sanitary food handling, preparation and serving practices ☐ Aware of available resources for medical emergencies and for transportation

Menu and Meal Standards

I CERTIFY -

☐ Meals will reflect the general dietary needs, as well as the specific dietary needs of the clients served

☐ Menus will be prepared one week in advance, and kept available for inspection by Resource Development staff at any time

☐ Meals will contain one-third of the minimum daily nutrition requirement for adults using a variety of foods from day to day

Home Delivered Meal Standards Complete this section if providing home-delivered meals

I certify home-delivered meals will be -

☐ Delivered on an established daily schedule

☐ Transported and delivered using utensils and equipment which are sanitary and maintain proper food temperatures. (Thermos-type containers and disposable or sterilizable serving dishes must be used.)

☐ Provided at the temperature intended for immediate consumption

Congregate Meals Standards Complete this section if providing congregate meals

I certify congregate meals facilities are -

☐ Accessible and free from architectural barriers

☐ Maintained at a comfortable temperature, properly ventilated, and have sufficient space

Comments

--

Signatures and Dates

I have read and understand the above standards as explained by the DHHS representative. I certify that I will meet the above standards while providing meals services(s). If I represent an agency, I certify that agency employees will meet these standards while providing meals service(s).

Provider/Agency Representative Signature

Date

Grette A. Troyer

05/28/2026

05/28/2026

Signature of Authorized Representative - Nebraska Department of Health and Human Services

Date

EA-197 Rev. 2/17 (19797)
(Formerly MC-197)

Nebraska Department of Health and Human Services
SERVICE PROVIDER AGREEMENT

Section I:

Check Appropriate Box and Write Provider Number

☒ Agency EIN ☐ Individual Provider Social Security Number ☐ Provider ID Number

Name EIN issued to Heritage Senior Center

Section II:

Provider Name (First)	(Middle)	(Last)	Birthdate
Heritage Senior Center			

Provider Street Address	City	State	Zip
1312 Ewast 5th St McCook, NE 69001			

Mailing Address if Different from Location
505 West C St McCook NE 69001

Business Telephone	Home Telephone	E-mail

Appropriate Licensure

Location of Service Provision if different than above

Par. 1 This Agreement between the Nebraska Department of Health and Human Services (hereinafter the Department) and Heritage Senior Center, a service provider, governs the provision of the following service(s) checked below as defined in the **Nebraska Department of Health and Human Services Program Manual, Nebraska Administrative Code (NAC) Titles 390, 465, 468, 473 and 474**. Appropriate checklist(s) marked "Provider Addendum (name of service)" and other appropriate additions to the agreement marked "Attachment (A, B or C)" for contracted service is/ are attached and by this reference are made part of this agreement as if included in the contract word for word and the provider agrees to abide by all regulations as outlined in the attachment(s).

Par. 2 Agreement Effective Date from 06/01/2026 through 05-31-2027

Par. 3 Service(s) to be provided. (See corresponding service addendum.)

- | | | |
|---|---|---|
| ☐ Adult Day Care | ☐ Homemaker | ☒ Meals |
| ☐ Chore | ☐ Independence Skills Training | ☐ Other |
| ☐ Escort | ☐ Lifespan Respite | ☐ Other |
| ☐ Family Support | ☒ Transportation | |

Section III:

Terms of Agreement

Par. 1 If the provider violates or breaches any of the provisions of this Agreement, then this Agreement may be terminated immediately, at the election of the Department. If there are any damages arising from such violation or breach, legal remedies may be pursued to recover such damages. Any money due to the provider which accrued prior to such violation or breach may be offset against the damages.

Par. 2 Under the terms of this Agreement:

- Staff will determine eligibility for services and authorize appropriate services for the individuals.
- Staff will notify provider if the service(s) being provided for a specific client is to be terminated or changed before the end of the authorization period.
- The Department will honor claims and make payments for services that were authorized and provided in accordance with the Department's policies and standards.

Par. 3 This Agreement may be terminated by either party at any time by giving at least thirty days advance written notice to the other party to allow for arrangement of alternate service provision for clients. The notice requirement may be waived in case of emergencies such as illness, death, injury, or fire. Only such payments as have already accrued for services rendered prior to the effective date of termination shall be made to the provider upon such voluntary termination.

Par. 4 Subcontracting by an individual provider is not allowed under this Agreement.

Par. 5 Service(s) will be provided using the following unit rate(s) within the maximum number of units authorized by the service area staff on a case-by-case basis.

Service Code	Service	Maximum Rate	Units
9660	Exempt Public Transport	\$3.00	Per One Way Trip
2329	Meals Congregate	\$6.44	Per Meal
9040	Meals Delivered	\$6.44	Per Meal

Par. 6 The above terms of this Agreement, Paragraphs 1 through 5 may be renegotiated upon agreement of both parties. The party requesting a change in the above terms must notify the other party at least sixty (60) days before the date the proposed change is to be implemented, except for rate changes due to minimum wage changes, rates regulated by governmental agencies, or other changes required by law.

Section IV:

General Provider Standards

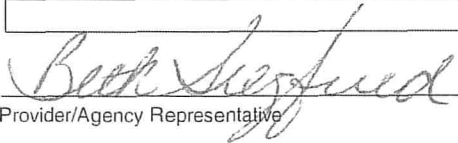
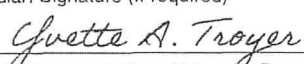
By signing this agreement, the service provider agrees to:

1. Follow all applicable Department policies and procedures (Nebraska Administrative Code Titles 390, 465, 468, 473 and 474).
2. Bill only for services which are authorized and actually provided.
3. Submit billing documents after service is provided and within 90 days.
4. Accept payment as payment in full (payment from the Department plus the client's obligation) and assure that the rate negotiated or charged does not exceed the amount charged to private payers.
5. Not provide services if s/he is the legally responsible relative (i.e., spouse of client or parent of minor child who is a client).
6. Not discriminate against any employee, applicant for employment, or program participant or applicant because of race, age, color, religion, sex, handicap, or national origin, in accordance with 45 CFR Parts 80, 84, 90; and 41 CFR Part 60.
7. Retain financial and statistical records for six years from date of service provision to support and document all claims.
8. Allow federal, state, or local offices responsible for program administration or audit to review service records, in accordance with 45 CFR 74.20 - 74.24. Inspections, reviews, and audits may be conducted on site.
9. Keep current any state or local license/certification required for service provision.
10. Provide services as an independent contractor, if the provider is an individual, recognizing that s/he is not an employee of the Department or of the State.
11. Agree and assure that any false claims (including claims submitted electronically), statement, documents, or concealment of material fact may be prosecuted under applicable state or federal laws.
12. Respect every client's right to confidentiality and safeguard confidential information.
13. Understand and accept responsibility for the client's safety and property.
14. Not transfer this agreement to any other entity or person.
15. Operate a drug free workplace.
16. Not use any federal funds received to influence agency or congressional staff.
17. Not engage in or have an ongoing history of criminal activity that may be harmful or may endanger individuals for whom s/he provides services. This may include a substantiated listing as a perpetrator on the child and/or adult central registries of abuse and neglect, and/or the sex offender registries and the U.S. Department of Health & Human Services Office of Inspector General's list Of Excluded Individuals/Entities.
18. Allow Central Registry checks on himself/herself, family member if appropriate, or if an agency, agree to allow the Department staff to review agency policies regarding hiring and reporting to ensure that appropriate procedures regarding abuse, neglect, and law violations are in place.
19. Have the knowledge, experience, and/or skills necessary to perform the task(s).
20. Report changes to appropriate Department staff (eg., no longer able/willing to provide service, changes in client function).
21. Agree and assure that any suspected abuse or neglect will be reported to law enforcement and/or appropriate Department staff.

I certify that I have read and understand the standards as stated and referenced above and agree to comply with all the terms of this Agreement. I am not currently employed with the State of Nebraska, and I understand that as a provider of this service I am ineligible for state employment, due to potential overtime liability.

I agree that I will not apply for or accept employment with the State of Nebraska unless I have first terminated this provider agreement.

Section V:

 Provider/Agency Representative	528.26 Gvette A. Troyer Date
Parent or Legal Guardian Signature (If required) 	Date 05/28/2026
Signature of Authorized Representative - Nebraska Department of Health and Human Services	
Date	

Division of Medicaid and Long-Term Care
Nebraska Service Provider Addendum
Provider Addendum

Medicaid & Long-Term Care Use Only	
Medicaid ID #	
N-Focus ID #	

Provider Identification

Provider Name	Date of Birth	Social Security Number	FTIN
Heritage Senior Center - City of McCook			47-6006273

General Provider Requirements

By signing this addendum, the service provider agrees to the following:

1. Keep current any state or local license/certification required for service provision.
2. Not provide services if s/he is the legally responsible relative (i.e., spouse of client or parent of minor child who is a client).
3. Not engage in or have an ongoing history of criminal activity that may be harmful or may endanger individuals for whom s/he provides services. This may include a substantiated listing as a perpetrator on the child and/or adult central registries of abuse and neglect, and/or the sex offender registries and the U.S. Department of Health & Human Services Office of Inspector General's List of Excluded Individuals/Entities.
4. Allow Central Registry checks on himself/herself, family member if appropriate, or if an agency, agree to allow the Department staff to review agency policies regarding hiring and reporting to ensure that appropriate procedures regarding abuse, neglect, and law violations are in place.
5. Have the knowledge, experience, and/or skills necessary to perform the task(s).
6. Assure that the rate negotiated or charged does not exceed the amount charged to private payers.
7. Submit billing after services are provided, and no later than 6 months from service date for all programs.
8. Bill only for services which are authorized and actually provided.
9. Respect every client's right to confidentiality and safeguard confidential information.
10. I am not currently employed with the State of Nebraska, and I understand that as a provider of this service I am ineligible for state employment, due to potential overtime liability.
11. I will not accept employment with the State of Nebraska unless I have first ended this provider agreement.

Service Provision

Service Code	Service	Maximum Rate	Frequency
9660	Exempt Public Transportation	\$3.00	OW
9040	Home Delivered Meals	\$6.44	OC

The party requesting a change in the above terms must notify the other party at least thirty (30) days before the date the proposed change is to be implemented, except for rate changes due to minimum wage changes, rates regulated by governmental agencies, or other changes required by law.

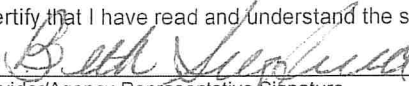
Attach documentation of basic or specialized status of Medicaid Personal Assistance Service Provider.

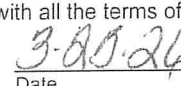
Comments

--

Signatures and Dates

I certify that I have read and understand the standards as stated and referenced above and agree to comply with all the terms of this Addendum.


Provider/Agency Representative Signature


Date

Signature of Authorized Representative - Nebraska Department of Health and Human Services

Date

CITY MANAGER'S REPORT
JUNE 15, 2026 MCCOOK CITY COUNCIL MEETING

ITEM NO. 3.A. Presentation from Eric Westman, Partner and Architect with Alley Poyner Macchietto Architecture, regarding the CCCFF - Creative District grant .

BACKGROUND:

In March of 2024, the Nebraska Department of Economic Development awarded The McCook Creative District a CCCFF (Civic and Community Center Financing Fund) grant. The McCook Creative District Committee hired Alley Poyner Machietto Architecture to develop a Schematic Design for the area in Downtown McCook that has been designated as the Creative District. This boundaries for the designated area runs from A Street to H Street and West 1st Street to East 1st Street. Eric Westman with Alley Poyner Macchietto Architecture will be presenting the schematic design to the council.

APPROVALS:



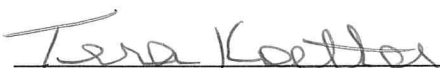
Nathan A. Schneider, City Manager

June 10, 2026



Lea Ann Doak, City Clerk

June 10, 2026



Tera Koetter, Assistant City Manager

June 10, 2026

CITY MANAGER'S REPORT

JUNE 15, 2026 MCCOOK CITY COUNCIL MEETING

3.B.

ITEM NO. ___ Presentation from Emma Castor with West Central Nebraska Development District (WCNDD) in regards to properties identified to be in violation of McCook's Code of Ordinances.

3.C.

ITEM NO. ___ Approve Resolution No. 2026- 15 approving the designation of nuisance properties as deemed by WCNDD and as declared in the Resolution.

BACKGROUND:

WCNDD evaluated properties in their designated area. Letters were then sent out by WCNDD to property owners in that area that were in violation of McCook's Code of Ordinances requesting that these violations be resolved. After follow-up evaluations, Emma Castor with WCNDD, has identified properties that still appear to have existing nuisances.

City staff is requesting the City Council to approve Resolution 2026-___ which approves WCNDD's designation of the following properties as nuisances:

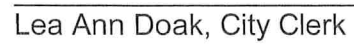
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2026 MCC 56 - 307 E 1st St., McCook, NE
2026 MCC 59 - 409 W 2nd St., McCook, NE

APPROVALS:



Nathan A. Schneider, City Manager

June 10, 2026



Lea Ann Doak, City Clerk

June 10, 2026



Tera Koetter, Assistant City Manager

June 10, 2026

**RESOLUTION NO. 2026-15
DECLARATION OF NUISANCE PROPERTIES**

The City Council of the City of McCook (hereinafter the City), in regular session assembled at the Council Chambers in McCook, Nebraska on this 15th of June 2026, hereby resolve as follows:

WHEREAS, The City of McCook desires to declare Nuisances pursuant to the City of McCook Code of Ordinances (Nuisance Ordinance Chapter 95).

NOW THEREFORE:

BE IT RESOLVED that the following properties located within the nuisance jurisdiction of the City of McCook, Nebraska has been submitted to the City Council at its regular meeting on June 15, 2026; and

BE IT FURTHER RESOLVED, that the City Council found the following properties are declared to have nuisances upon it contrary to the City of McCook Code of Ordinances and that said nuisance is ratified by this resolution:

2026 MCC 1 - 212 E 2nd St., McCook, NE
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2026 MCC 54 - 311 E 1st St., McCook, NE
2026 MCC 56 - 307 E 1st St., McCook, NE
2026 MCC 59 - 409 W 2nd St., McCook, NE

BE IT FINALLY RESOLVED, that the City shall proceed as determined under the administrative procedure of Chapter 95.03.

INTRODUCED AND PASSED THIS 16Th DAY OF JUNE 2026.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk -Treasurer

CITY MANAGER'S REPORT
JUNE 15, 2026 MCCOOK CITY COUNCIL MEETING

3.B.

ITEM NO. ___ Presentation from Emma Castor with West Central Nebraska Development District (WCNDD) in regards to properties identified to be in violation of McCook's Code of Ordinances.

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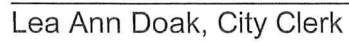
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APPROVALS:



Nathan A. Schneider, City Manager

June 10, 2026



Lea Ann Doak, City Clerk

June 10, 2026



Tera Koetter, Assistant City Manager

June 10, 2026

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INTRODUCED AND PASSED THIS 16Th DAY OF JUNE 2026.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk -Treasurer

CITY MANAGER'S REPORT
JUNE 15, 2026 CITY COUNCIL MEETING

ITEM: 3.E.

An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to collective bargaining - Fraternal Order of Police, Lodge 57.

BACKGROUND:

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

1. Protection of the public interest.
2. Needless injury to the reputation of an individual.
3. Strategy sessions with respect to
 - a. collective bargaining,
 - b. real estate purchases,
 - c. pending litigation, or
 - d. imminent or threatened litigation.
4. Discussion regarding deployment of security personnel or devices.
5. Investigative proceedings regarding allegations of criminal misconduct.
6. Evaluations of job performance.

**FISCAL
IMPACT:** N/A

APPROVALS:



Lea Ann Doak, City Clerk

June 10, 2026