MCCOOK CITY COUNCIL

REGULAR MEETING

Tuesday, September 8, 2026
5:30 PM - City Council Chambers

THE REGULAR MEETING WILL START IMMEDIATELY FOLLOWING THE CONCLUSION OF THE BUDGET HEARING

Roll Call.
Excuse Absences.
Open Meetings Act Announcement.
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. Ordinance No. 2026-3121 providing for the amendment of Chapter 38: Appendix E, Water Department Rates and Fees.
   A. Chairperson asks Clerk to read Ordinance by title.
   B. Consider approval of Ordinance No. 2026-3121 upon its second of three readings.
2. Ordinance No. 2026-3122 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.
   A. Chairperson asks Clerk to read Ordinance by title.
   B. Consider approval of Ordinance No. 2026-3122 upon its second of three readings.
3. Ordinance No. 2026-3118 providing for the amendment of Chapter 38: Appendix F, Solid Waste Collection Fees.
   A. Chairperson asks Clerk to read Ordinance by title.
   B. Consider approval of Ordinance No. 2026-3118 upon its second of three readings.
4. Announcements & Recognitions.
5. Public Hearings.
   A. Public Hearing - Set Final Tax Request at a different amount than the prior year.
      1. Adjourn Public Hearing.

6. 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 August 17, 2026 regular City Council meeting and the August 19, 2026 special City Council meeting.
   B. Approve the St. Patrick Catholic Church request to close portions of East 4th, East "F", and East "G" Streets and to utilize city property for their annual Fall Festival on September 20, 2026.
   C. Accept and file the letter of completion to be sent to the Nebraska Department of Economic Development for the close out of the CCCFF Construction Grant for the PFC Gerald L. Walters Youth Sports Complex.
   D. Ratify the Memorandum of Understanding between the City of McCook and the McCook Public Schools for the use of a city police officer as the School Resource Officer for the 26-27 school year.
   E. Ratify the Mayor's appointments to the Airport Advisory Commission - reappoint David Pfeffer, Trevor Taylor, Katrina Frey - terms expire November 2029; City/County Airport Zoning Board - reappoint Steve Keene, Aaron Peterson, Bruce McDowell - terms expire September 2029; Board of Zoning Adjustment - appoint Cindy Pohl - term expires September 2029 and reappoint Ryan Moore and Jerry Reitz - terms expire September 2029; Economic Development Plan Citizen's Advisory Review Committee - appoint Emily Young and Kerri Waugh - terms expire July 2029 and reappoint Rick Sinner - term expires July 2029; Library Advisory Board - reappoint Pam Wolford - term expires June 2030; Parks Advisory Board - reappoint Mark Friehe - term expires May 2023; Housing Agency Board - reappoint Doug Skiles - term expires November 2031; and the Senior Citizens Advisory Board - appoint Cathy Stewart - term expire September 2029 and reappoint Milton Duffield and Natalie Mickey - terms expire September 2029.
   F. Receive and file the Fixed Base Operator (FBO) agreement between the McCook Economic Development Corporation (MEDC) and G2G Aviation McCook, LLC. to provide FBO services at McCook Ben Nelson Regional Airport.
   G. Approve Resolution No. 2026-20 adopting the Second Amendment to the City of McCook, Nebraska, Police Department Employees Retirement Plan and Trust.
7. Regular Agenda.
   A. Update regarding the youth sports complex project.
   B. Update regarding Wastewater bypass that occurred on August 27, 2026.
   C. Statement of the City of McCook regarding License Platte Reader Camera.
   D. Ordinance No. 2026-3119 providing for the adoption of the budget for FY 2026/2027.
      1. Chairperson asks Clerk to read Ordinance by title.
      2. Consider approval of Ordinance No. 2026-3119 upon its second of three readings.

E. Ordinance No. 2026-3120 providing for the adoption of the FY 2026/2027 Fiscal Year Employee Classification Pay Plan.
    1. Chairperson asks Clerk to read Ordinance by title.
    2. Consider approval of Ordinance No. 2026-3120 upon its second of three readings.
F. Presentation by Tyler McCarty, Lead Pastor, McCook Christian Church, regarding the McCook City Auditorium.
G. Council Comments.
H. 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
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: 1.

RECOMMENDATION:

Approve on the second of three readings, Ordinance No. 2026-3121 providing for the amendment to Chapter 38: Appendix E setting the rate to be charged for water by the McCook Water Department.

BACKGROUND:

Based on data from the 2025 Water Enterprise Fund Cashflow Model, as prepared by Public Financial Management (PFM), City staff is recommending that the current water rate be increased by 10%. The rate increase provides funds to cover inflation, staff wages, equipment, and prepare for future capital improvements. The current rates have been in place since Oct 2025.

The proposed adjustment would see the ready-to-serve fee increase from $27.39 to **$30.13/month** (+$2.739). The price per 100 cubic feet (748 gallons) will also increase. The first 5,000 cubic feet will go from $2.793 to $**3.072** per 100 cubic feet (+$0.279). Usage above 5,000 cubic feet will go from $2.069 to $**2.276** per 100 cubic feet (+$0.207).

The PFM recommendation of an annual inflationary increase is to avoid larger increases in future stabilization of rate increases.

PFM's model uses annual water production of 70,000,000 cubic feet of water sales. This is a fair estimate based on conservation and annual averages.

FISCAL IMPACT:

APPROVALS:

Lea Ann Doak — 9/3/26
Lea Ann Doak, City Clerk — Date

9-3-2026
Pat Fawver, Utilities Director — Date

9-3-26
Nate Schneider, City Manager — Date

ORDINANCE NO. 2026-3122

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2025-3107 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix D, Sewer Department Rates and Fees; shall be amended to read as follows:

A. Sewer connection permit. The fee required for the obtaining of a sewer connection permit as required by § 51.020 is hereby set at $500.

B. Sewer connection fees. The fees required by § 51.022 pertaining to sewer connections are hereby set as follows:

1. Where connection to an existing sewer main is requested, a sewer connection fee of $150 will be required.

2. In certain cases, where a larger than normal service connection is required, a fee will be charged to the applicant based on labor and material charges involved in installing the sewer connection.

3. All fees required by this section are due and payable in advance of the inspection or sewer connection.

C. Private sewage disposal permit. The fee required by § 51.055 pertaining to private sewage disposal permits is hereby set at $10.

D. Sewer Use Charges.

1. Residential. The residential sewer use charges provided for in Section 51.072 are as follows:

Minimum Charges of $25.06 per month based on the first 333 cubic feet of water usage.

Residential Rate - $5.411 per 100 cubic feet for everything over 333 cubic feet water usage.

2. Commercial. The commercial sewer use charges provided for in Section 51.072 are as follows:

Minimum Charge of $36.49 per month based on the first 333 cubic feet of water usage.

Commercial Rate - $5.411 per 100 cubic feet for everything over 333 cubic feet water usage.

3. Sewage Disposal at the Treatment Plant. All sewage that is transported by truck or any vehicle to the plant for disposal will be assessed a fee of $0.10 per gallon during regular business hours. Non-business hours will be assessed an additional $35.00 per load.

SECTION 2. Ordinance No. 2025-3107 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. This ordinance shall take effect with the bills dated October 1, 2025 and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED this _____ day of September, 2026.

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

ATTEST:

-s- Lea Ann Doak, City Clerk

Revised Attachment

ORDINANCE NO. 2026-3121

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E, WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2025-3106 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees; Section A - Water Rates, of the City of McCook Code of Ordinances, shall be and is hereby amended to read as follows:

A. Water Rates. The following rates for water have been set by the City Council in accordance with the provisions of Section 52.01 of this Code.

1. CUSTOMERS WITHIN THE CITY. The rates for water used by customers within the City shall be as follows:

(A) 3.072 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used;

(B) 2.276 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet.

In addition to the above, a ready-to-serve fee of thirty and 13/100 dollars ($30.13) per month shall be charged to each customer.

2. CUSTOMERS OUTSIDE THE CITY. The amount to be charged for water used by customers outside the city boundaries shall be computed by taking the water consumption of the customer times the rates fixed in division (A)(1) above, plus additional charges as specified therein, and multiplying the final sum times the factor of one and one-half to get the total charge to be billed the customer.

3. BULK WATER. The rate for bulk water purchases shall be $5.00 per one thousand (1,000) gallons.

4. FIRE HYDRANT METER. Fire hydrant meter rent shall be $50.00 per week, plus water usage charged at the rate for bulk water. The deposit required for a fire hydrant meter is set at $1,000.00.

SECTION 2. Ordinance No. 2025-3106 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed and abrogated.

SECTION 3. This ordinance shall take effect with the bills dated October 1, 2026 and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case bay be.

PASSED AND APPROVED THIS ______ day of September, 2026.

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

ATTEST:

-s- Lea Ann Doak, City Clerk

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: 2.

RECOMMENDATION:

Approve on the second of three readings, Ordinance No. 2026-3122 providing for the amendment to Chapter 38: Appendix D setting the rate to be charged for sewer by the McCook Wastewater Department.

BACKGROUND:

Based on the Sewer Enterprise Fund Cashflow Model prepared by Public Financial Management (PFM), City Staff is recommending that the current sewer rate be increased by 8%. The rate increase provides the funds to cover inflation, pay for major capital projects and maintain a healthy budget.

The proposed increase would see the base fee for residential customers go from **$23.20** to **$25.06** per month (+$1.856). The commercial base fee will go from $33.79 to **$36.49** per month (+$2.703**).** Both residential and commercial monthly base fees include 333 cubic feet of usage. The fee for usage above 333 cubic feet (2,490 gallons) would also increase by 8% from the current $5.010 per 100 cubic feet (748 gallons) to **$5.411** per 100 cubic feet of usage (+$0.401).

Using the PFM model as the guide, a 8% increase will generate additional revenue for future years and prepare the Wastewater Department for large capital expenditures.

FISCAL IMPACT:

APPROVALS:

Lea Ann Doak — 9/3/26
Lea Ann Doak, City Clerk — Date

9-3-2026
Pat Fawver, Utilities Director — Date

9-3-26
Nate Schneider, City Manager — Date

ORDINANCE NO. 2026-3121

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E, WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2025-3106 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees; Section A - Water Rates, of the City of McCook Code of Ordinances, shall be and is hereby amended to read as follows:

A. Water Rates. The following rates for water have been set by the City Council in accordance with the provisions of Section 52.01 of this Code.

1. CUSTOMERS WITHIN THE CITY. The rates for water used by customers within the City shall be as follows:

(A) 3.072 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used;

(B) 2.276 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet.

In addition to the above, a ready-to-serve fee of thirty and 13/100 dollars ($30.13) per month shall be charged to each customer.

2. CUSTOMERS OUTSIDE THE CITY. The amount to be charged for water used by customers outside the city boundaries shall be computed by taking the water consumption of the customer times the rates fixed in division (A)(1) above, plus additional charges as specified therein, and multiplying the final sum times the factor of one and one-half to get the total charge to be billed the customer.

3. BULK WATER. The rate for bulk water purchases shall be $5.00 per one thousand (1,000) gallons.

4. FIRE HYDRANT METER. Fire hydrant meter rent shall be $50.00 per week, plus water usage charged at the rate for bulk water. The deposit required for a fire hydrant meter is set at $1,000.00.

SECTION 2. Ordinance No. 2025-3106 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed and abrogated.

SECTION 3. This ordinance shall take effect with the bills dated October 1, 2026 and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case bay be.

PASSED AND APPROVED THIS ______ day of September, 2026.

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

ATTEST:

-s- Lea Ann Doak, City Clerk

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: 3.

RECOMMENDATION:

INTRODUCE ON SECOND READING ORDINANCE NO. 2026-3118 PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES OF THE CITY OF MCCOOK CODE OF ORDINANCES AND APPROVE ON ITS FIRST READING.

BACKGROUND:

This Ordinance provides for the increase to the solid waste collection fees as included in the proposed FY 2026-2027 budget.

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

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

The J Bar J contract will be increasing by $.94/ton which is a 3% increase. In 2025, the State of Nebraska increased the fee for each receipted ton that is deposited into a landfill. This fee increased from $1.25/ton to $2.34/ton in 2025. This was an 87% increase from the previous years per ton fee. At the beginning of August 2025, Perkins County implemented a $1.00 per ton host fee. This was a new fee that had never been a part of our contract with J Bar J. We are continuing to adjust the solid waste fees in order to address these increases. Another factor that was considered as part of the proposed increases was the uncertainty in fuel costs.

The fee for Residential Trash Collection will increase from $29.75 to $31.25 per month which includes a $2.00/month recycling fee to help support the recycling program. This equates to a 5.1% increase. The last increase was in 2025 where the fee increased from $28.25/month to $29.75/month.
The fee for Household/Commercial Waste will increase from $92.00/ton to $98.00/ton. This equates to a 6.6% increase. The last increase was in 2025 where the fee increased from $86.00 to $92.00.

This Ordinance also includes a fee of $6.00/month for the yard waste collection service. This service is provided beginning in April and running thru November. It includes the weekly pickup up of grass and leaves that are placed in a city provided roll out container. There are no planned increase for this service in FY 2026 - 2027.

Due to increased costs and in an attempt to try and keep fees down, this ordinance removes the following sections of previous ordinance no. 2025-3109:

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

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

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

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

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

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

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

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

When these sections were added, the general fund reimbursed the Solid Waste Department for the fees that were discounted. In the past several years, the funds have not been available in the general fund for such reimbursement.

FISCAL IMPACT: None.

APPROVALS:

Kyle Potthoff

Kyle Potthoff, Public Works Director — August 31, 2026

Nate Schneider (Kd)

Nate Schneider, City Manager — August 31, 2026

ORDINANCE NO. 2026-3118

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2025-3109 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

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

APPENDIX F: SOLID WASTE COLLECTION FEES
SOLID WASTE COLLECTION FEES

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

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

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

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

Household/Commercial Waste No Yard Waste	$.049000 per pound ($98.00 per ton) minimum charge - $5.00
Yard Waste Only	$.012675 per pound ($25.35 per ton) minimum charge - $5.00
Non Solid Waste Scale Fee	$5.00

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

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

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

(1) All residential units within the corporate City Limits shall be charged a monthly solid waste collection/disposal fee of $29.25 and a monthly recycling fee of $2.00.

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

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

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

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

<u>SECTION 2</u>. Any and all ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

<u>SECTION 3</u>. This ordinance shall take effect and be in full force October 1, 2026 and from and after is passage, approval and publication in pamphlet form according to law.

PASSED AND APPROVED THIS _____ day of September, 2026.

____
Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

____
Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: 5.A. Public Hearing - Set Final Tax Request at a different amount than the prior year

BACKGROUND:

Public Hearing - Set Final Tax Request at a different amount than the prior year

The property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization, unless the governing body passes by a majority vote a resolution or ordinance setting the tax request at a different amount. The resolution to set this amount will be considered after final approval of the budget and must be forwarded to the County Clerk by October 15. The levy generates a different amount as the assessed valuation changes from year to year. The County Assessor must certify assessed value on all taxable property by August 20. The levy amount is subject to change upon approval by the Council.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak
Lea Ann Doak, City Clerk — September 2, 2026

Tera Koetter (Tal)
Tera Koetter, Assistant City Manager — September 2, 2026

Nathan A. Schneider, City Manager — September 2, 2026

EXHIBIT #1

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City of McCook
IN
Red Willow County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 8th day of September 2026, at 5:30 o'clock P.M., at City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2024-2025 Actual Disbursements & Transfers	$	40,628,115.00
2025-2026 Actual/Estimated Disbursements & Transfers	$	49,675,973.00
2026-2027 Proposed Budget of Disbursements & Transfers	$	93,927,735.00
2026-2027 Necessary Cash Reserve	$	1,482,308.10
2026-2027 Total Resources Available	$	95,410,043.10
Total 2026-2027 Personal & Real Property Tax Requirement	$	2,810,965.73
Unused Budget Authority Created For Next Year	$	112,332.81

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	$	2,810,965.73
Personal and Real Property Tax Required for Bonds	$	-

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 8th day of September 2026, at 5:30 o'clock P.M., at City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2025	2026	Change
Operating Budget	99,957,260.00	93,927,735.00	-6%
Property Tax Request	$ 2,742,408.56	$ 2,810,965.73	2%
Valuation	623,274,911	639,869,659	3%
Tax Rate	0.440000	0.439303	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.428589		

EXHIBIT #2

PAGE(S) - 1

City of McCook

2026-2027 PROPERTY TAX REQUEST AUTHORITY COMPUTATION FORM

Calculation of Preliminary Property Tax Request Authority

2025-2026 Total Property Tax Request *(from prior year budget - Cover Page submitted to the State Auditor)*	(1)	$ 2,742,408.56	
Less: Prior Year Exceptions Utilized			
Approved Bonds *(prior year line 16)*	(2)	-	
Emergency Response *(prior year line 17)*	(3)	-	
Public Safety Services *(prior year line 18)*	(4)	-	
County Attorneys *(prior year line 19)*	(5)	-	
County Public Defenders *(prior year line 20)*	(6)	-	
Response to Public Safety Threat *(prior year line 21)*	(7)	-	
Public Safety Interlocal Agreements *(prior year line 22)*	(8)	-	
Voter Approved Increase *(prior year line 23)*	(9)	-	
	(10)	-	
TOTAL Prior Year Exceptions Utilized (total line 2 thru 10)	(11)	-	
Preliminary Property Tax Request Authority (line 1 - line 11)		(12)	2,742,408.56

Allowed Increases to Preliminary Property Tax Request Authority

2025 Property Taxes Levied (per Taxes Levied Reports from Department of Revenue) — 2,750,220.55 (13)

See instructions below for where to find this amount

Growth Percentage per County Assessor

3,107,384.00 (2026 Growth Value) / 623,274,911.00 (2025 Total Valuation) = 0.50% (14a)

(Line 14 equals Line 13 minus line 2 & 3, multiplied by line 14a)

Increase due to Growth (14): 13,711.43

Inflation Percentage — 5.26% (15a)

(Line 15 equals Line 13 minus line 2 & 3, multiplied by line 15a)

Increase due to Inflation (15): 144,661.60

Allowable Exceptions Utilized (§ 13-3404)

2026-2027 Property Taxes Budgeted For:				
Approved Bonds *(Cannot exceed property tax request for principal & interest on bonds on cover page (page 1)*	(16)	-		
Response to a declared emergency in the prior year & certified to the Auditor *(Must agree to total on Schedule 2)*	(17)	-		
Public Safety Services, as defined in §13-320 *(Must agree to total on Schedule 3)*	(18)	-		
County Attorneys	(19)	-		
County Public Defenders	(20)	-		
Support of service relating to an imminent & significant threat to public safety that was not previously provided by the political subdivision & is the subject of an agreement or modification of an existing agreement executed after 8/21/2024	(21)	-		
Support of an interlocal agreement relating to public safety	(22)	-		
Voter approved increase pursuant to § 13-3405 *(MUST attach sample ballot language and certified election results)*	(23)	-		
Prior Year's Unused Property Tax Request Authority used this year *(Cannot exceed amount on Supporting Schedule 1, line 1)*	(24)	-		
Total Exceptions Utilized *(Total lines 16 thru 24)*			(25)	-
2026-2027 Total Property Tax Request Authority *(Total lines 12, 14, 15, 25)*			(26)	2,900,781.59
2026-2027 ACTUAL Property Tax Request *(from Cover Page - Page 1)*			(27)	2,810,965.73
Unused Property Tax Request Authority Created for Future Years *(To Schedule 1, line 3)* *(Line 26 - Line 27, MUST be greater than or equal to $0.00)*			(28)	89,815.86

EXHIBIT #3

PAGE(S) - 1

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: **6.A.**

Approve the minutes of the August 17, 2026 regular City Council meeting and the August 19, 2026 special City Council meeting.

BACKGROUND:

Receive and approve the minutes.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak
Lea Ann Doak, City Clerk

September 3, 2026

McCook City Council
August 17, 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, Fire Chief Marc Harpham, 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 August 13, 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 is on the information table by the entrance to the Council Chambers and available for public review. Invocation was provided by Father Rayer, St. Patrick Catholic Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

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

1. Announcements & Recognitions.

City Manager Schneider announced that a special meeting is scheduled for the coming Wednesday, September 19, for consideration of a grant application to the Nebraska Game and Parks Commission for assistance in the establishment of a walking trail along the east side of North Highway 83 extending to the PFC Gerald L. Walters Youth Sports Complex.

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.*

Motion to approve the consent agenda. This motion, made by Muehlenkamp and seconded by Weedin, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

2.A. Approve the minutes of the August 3, 2026 regular City Council meeting and the August 11, 2026 special City Council meeting.

2.B. Adopt Resolution No. 2026-18, establishing a stop sign at the intersection of West "Q" Street and Angela Avenue.

2.C. Receive and file Change Order No. 10 for the PFC Gerald L. Walters Youth Sports Complex.

2.D. Approve the McCook Public Schools request to close the intersection of Norris Avenue and "C" Street at approximately 1:00 P.M. on Wednesday, September 9, 2026 to allow for school homecoming activities.

2.E. Approve the Space Use Agreement between the United States Department of Agriculture (USDA) - Animal and Plant Health Inspection Service - Wildlife Services in Nebraska and the City of McCook for office space at the McCook City Auditorium and outdoor storage space at the south end of the airport and authorize the Mayor to sign.

2.F. Approve and authorize the Mayor to sign a Professional Engineering Services Agreement with Miler & Associates Consulting Engineers, P.C. for EPA Congressionally Directed Spending (CDS) grant administration services, preliminary and final design, and construction phase services for Water Treatment Plant improvements.

2.G. Approve the contract between the City of McCook and Red Willow County for public safety dispatching services and authorize the Mayor to sign.

2.H. Receive and file the claims for the month of July 2026, published August 11, 2026.

2.I. Ratify the Mayor's appointments to the Planning Commission - appoint Timothy "TJ" Renner - term expires September 2029 and reappoint Kurt Vosburg and Jesse Stevens - terms expire September 2029.

2.J. Approve the application for a Special Designated Liquor License (SDL) submitted by The Bear Cave Café & Lounge, Liquor License #157305 for a reception to be held at the Red Willow County Fairgrounds 4-H Building, 1412 West 5th Street, on August 29, 2026 from 4:00 P.M. to 1:00 A.M.

3. Regular Agenda.

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

Emma Castor, WCNDD gave an update regarding properties that should be rescinded from previous declaration of nuisances and properties that need abatement.

3.B. Approve Resolution No. 2026-19 approving the rescinding of a portion of Resolution No. 2026-15 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

Motion to approve Resolution No. 2026-19 approving the rescinding of a portion of Resolution No. 2026-15 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution. This motion, made by Muehlenkamp and seconded by Rambali, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3.C. Approve WCNDD's Motion to Abate for properties located at 212 E 3rd St., 210 E 5th St., 210 E 6th St., 606 E C St., 409 E 5th St., and 404 E 5th St., all located in McCook, NE.

Motion to approve WCNDD's Motion to Abate for properties located at 212 E 3rd St., 210 E 5th St., 210 E 6th St., 606 E C St., 409 E 5th St., and 404 E 5th St., all located in McCook, NE. This motion, made by Rambali and seconded by Calvin, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

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

City Manager Schneider announced that a Ribbon Cutting is scheduled for this coming Wednesday, September 19, at 5:00 P.M. Staff is working with Miller & Associates for development of the Walters Second Addition Preliminary Plat to be taken to the Planning Commission's September meeting for their review and consideration. The appraisal has been completed for the complex area property and it has been sent to the retail coach.

3.E. Ordinance No. 2026-3119 providing for the adoption of the budget for FY 2026/2027.

Mayor Taylor asked the Clerk to read Ordinance No. 2026-3119 by title.

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

Ordinance No. 2026-3119 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Calvin and seconded by Weedin, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Discussion was held by the council.

3.F. Ordinance No. 2026-3120 providing for the adoption of the FY 2026/2027 Fiscal Year Employee Classification Pay Plan.

Mayor Taylor asked the Clerk to read Ordinance No. 2026-3120 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2026/2027 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2026-3120 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Muehlenkamp and seconded by Taylor, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Discussion was held by the council.

3.G. Ordinance No. 2026-3121 providing for the amendment of Chapter 38: Appendix E, Water Department Rates and Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2026-3121 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E, WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2025-3106 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2026-3121 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Muehlenkamp and seconded by Rambali, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Discussion was held by the council.

3.H. Ordinance No. 2026-3122 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2026-3122 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2025-3107 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

Ordinance No. 2026-3122 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Muehlenkamp and seconded by Rambali, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Discussion was held by the council.

3.I. Ordinance No. 2026-3118 providing for the amendment of Chapter 38: Appendix F, Solid Waste Collection Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2026-3118 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2025-3109 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

Ordinance No. 2026-3118 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Rambali and seconded by Muehlenkamp, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Discussion was held by the council.

3.J. Council Comments.

Councilmember Weedin questioned the status of the 4-way stop at Norris Avenue & "C" Street and appreciated the removal of the residential structure at East 6th and "D" streets by Russ and Sue Ankersen.

Councilmember Muehlenkamp reminded all that the Budget Hearing is scheduled for September 8 at 5:30 P.M.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:04 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

McCook City Council
August 19, 2026
10:00 A.M.
Special Meeting

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, special, and public session at 10:00 o'clock A.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 Clerk Lea Ann Doak, Assistant City Manager Tera Koetter, and Public Works Director Kyle Potthoff.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on August 18, 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 is on the information table by the entrance to the Council Chambers and available for public review and called the meeting to order.

1. Authorize Resolution No. 2026-20 approving the grant application for grant assistance from the Nebraska Game and Parks Commission Recreational Trails Program for the McCook Recreational Trail Phase IV - Westview Recreational Trail.

City Manager Schneider reviewed the request with the Council. Staff members are in the process of completing and submitting a Nebraska Game and Parks Commission Recreational Trails Program grant application. If awarded, the grant funds would be used to assist with establishing a walking trail along the east side of Hwy 83, focusing on pedestrian access to the PFC Gerald L. Walters Youth Sports Complex. The application is due August 21, 2025.

Motion to authorize Resolution No. 2026-20 approving the grant application for grant assistance from the Nebraska Game and Parks Commission Recreational Trails Program for the McCook Recreational Trail Phase IV - Westview Recreational Trail. This motion, made by Muehlenkamp and seconded by Rambali, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

2. Approve the land lease agreement at McCook Ben Nelson Regional Airport between the City of McCook and the McCook Economic Development Corporation and authorize the Mayor to sign.

McCook Economic Development Corporation (MEDC) Director Charlie McPherson and Airport Manager Chance Evans were present to address the agreement with the Council.

As part of the MEDC's efforts to accommodate a new Fixed Based Operator at the McCook Ben Nelson Regional Airport, a temporary ground lease agreement is necessary until the city and MEDC finalize a permanent ground lease agreement. The city and MEDC are currently ironing out the details of the permanent agreement, but it is necessary to enter into a temporary contract until all the details are completed.

Motion to approve the land lease agreement at McCook Ben Nelson Regional Airport between the City of McCook and the McCook Economic Development Corporation and authorize the Mayor to sign. This motion, made by Muehlenkamp and seconded by Rambali, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Jerry Reitz and Deveny Motors representative Billy Davidson gifted to the City a public announcers trailer for the new PFC Gerald L. Walters Youth Sports Complex that can be moved from field to field. The trailer was purchased by Deveny Motors who gifted it to the City.

The Council thanked Mr. Reitz for his efforts in bringing this project to fruition.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 10:32 P.M.

____
Linda Taylor, Mayor

ATTEST:

____
Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: **6.B.**

RECOMMENDATION:

APPROVE THE ST. PATRICK CATHOLIC CHURCH REQUEST TO CLOSE PORTIONS OF EAST 4TH, EAST "F" AND EAST "G" STREETS AND TO UTILIZE CITY PROPERTY FOR THEIR ANNUAL FALL FESTIVAL ON SEPTEMBER 20, 2026.

BACKGROUND:

St. Patrick Catholic Church is conducting their annual Fall Festival on September 20, 2026. The church requests permission to close East 4th Street between F and G Streets and East F and East G Streets between 3rd and 4th Streets between the hours of 10:00 a.m. and 8:00 p.m. on Sunday September 20, 2026. The Church also requests the use of City property. The Church requests the use of eighteen to twenty extra trash containers, barricades/cones to close the streets and park benches for seating.

The Public Works Departments have sufficient manpower to respond to the request of St. Patrick Catholic Church without overtime cost or other added expense to the City. The City has assisted with this annual event for numerous years.

A certificate of insurance has been requested.

FISCAL IMPACT: None.

APPROVALS:

Kyle Potthoff, Public Works Director — August 14, 2026

Nate Schneider, City Manager — August 14, 2026

Lea Ann Doak

From: Shannon Corder <Shannon-Corder@cdolinc.net>
Sent: Tuesday, August 4, 2026 2:37 PM
To: Lea Ann Doak
Subject: St. Patrick School Fall Festival

Caution: External (shannon-corder@cdolinc.net)

First-Time Sender Details

Safe Spam Phish More... FAQ Protection by Eakes

Hello,
St. Patrick School Fall Festival Committee would like to request the closing of portions of East 4th and F and G streets to utilize city property for the annual Fall Festival to be held on Sunday, September 20th between 10am and 8pm. We would also like to request the use of 18-20 trash containers, barricades and cones, and park benches for seating.

Thank you,

Shannon Corder
Development Director
St. Patrick Church/School
308-345-8871

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 MCCOOK CITY COUNCIL MEETING

ITEM NO. 6.C.

Accept and file the letter of completion to be sent to the Nebraska Department of Economic Development for the close out of the CCCFF Construction Grant for the PFC Gerald L Walters Youth Sports Complex.

BACKGROUND:

Per the requirements of McCook's CCCFF construction grant award, it is necessary for the City Council to certify the completion of the PFC Gerald L Walters Youth Sports Complex construction project. On August 6, 2026, Erik Monhollon Project Manager with Mammoth Construction and Public Works personnel were present and are comfortable certifying completion. City Staff requests the City Council accept and file the letter of completion for the PFC Gerald L Walters Youth Sports Complex that will be sent to the Nebraska Department of Economic Development to allow for the closeout of the CCCFF grant.

APPROVALS:

Nathan A. Schneider, City Manager — August 28, 2026

Lea Ann Doak — Lea Ann Doak, City Clerk — August 28, 2026

Tera Koetter — Tera Koetter, Assistant City Manager — August 28, 2026

City of
McCOOK

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

8/19/2026

Civic and Community Center Financing Fund (CCCFF)
Nebraska Department of Economic Development
245 Fallbrook Blvd, Suite 002
Lincoln, NE 68521

Subject: Letter of Completion – CCCFF Construction Grant 25-03-330

Dear CCCFF Program Coordinator,

I, Linda Taylor, serving as the Mayor for the City of McCook, do hereby certify that the construction of the PFC Gerald L Walters Youth Sports Complex has been fully completed as designed, contracted, and approved under the terms of the CCCFF grant agreement.

The grant funds were utilized to construct a sports complex consisting of a turfed championship baseball field, turfed championship softball field, a turfed 4-plex with three softball fields and one intermediate baseball field, and a turfed soccer field that can double as two softball fields. Additional construction consisted of a maintenance building, a building with restrooms, and a building that houses the ticketing area, concession stand, and umpire changing rooms.

Thank you for your continued support of the City of McCook and our efforts to improve the quality of life in our community. Please let me know if you require any additional documentation to formally close out this grant.

Sincerely,

Linda Taylor

Linda Taylor, Mayor
(308) 345-2022
ltaylor@cityofmccook.com

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: **6.D.**

Recommendation – Ratify the Memorandum of Understanding between the City of McCook and the McCook Public Schools for the use of a city police officer as the School Resource Officer for the 26-27 school year.

BACKGROUND:

A city police officer has served as the McCook Public Schools resource officer since the program's inception. The memorandum of understanding outlines the roles and responsibilities of the officer in the school. It outlines goals for the program including oversight, effectiveness, and accountability.

It is the recommendation of city staff that the council ratify and authorize the signing of the memorandum of understanding.

FISCAL IMPACT: None.

APPROVALS:

Kevin A. Hodgson

Kevin Hodgson, Police Chief — August 31, 2026

Nathan A. Schneider, City Manager — August 31, 2026

Memorandum of Understanding Between
McCook Police Department and McCook Public Schools

This Memorandum of Understanding (MOU) is made and entered as of the date fully executed below by and between the McCook Police Department and Red Willow County School District 73-0017, also known as McCook Public Schools.

As used herein and in accordance with the Neb. Rev. Stat. Secs. 79-2704, "Law Enforcement Agency" means an agency or department of this state or any political subdivision thereof that is responsible for the prevention and detection of crime, the enforcement of penal, traffic or highway laws of this state or any political subdivision of this state, and the enforcement of arrest warrants. Law enforcement agency includes a police department, and office of a town marshal, an office of county sheriff, the Nebraska State Patrol, and any department to which a deputy state sheriff is assigned as provided in Neb. Rev. Stat. Sec. 84-106.

Whereas, McCook Public Schools and the Law Enforcement Agency share the goal of promoting school safety and positive school climate;

Whereas, All parties acknowledge that crime prevention is most effective when McCook Public Schools, Law Enforcement Agency, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

Whereas, McCook Public Schools and the Law Enforcement Agency agree it is important to create a school environment in which conflicts are de-escalated and students are provided developmentally appropriate and fair consequences for misbehavior that address the root causes of their misbehavior, while minimizing the loss of instruction time;

Whereas, McCook Public Schools staff should generally not involve Law Enforcement Agency in the enforcement of McCook Public Schools discipline policies;

Whereas, McCook Public Schools and the Law Enforcement Agency recognize the student contact with Law Enforcement Agency's School Resource Officers and McCook Public Schools staff builds positive relationships leading to better student outcomes; and

Whereas, McCook Public Schools and the Law Enforcement Agency agree that student discipline practices and referrals to the juvenile justice system need to be closely monitored to ensure fair and equitable treatment for all, McCook Public Schools students.

<u>Now, Therefore, McCook Public Schools and the Law Enforcement Agency agree as follows:</u>

Section 1. School Discipline and Law Enforcement Program Goals.

1. To create a common understanding (a) school administrators and teachers are ultimately responsible for school discipline and culture; (b) Law Enforcement Agency's School Resource Officers should not be involved in the enforcement of school rules; and © a clear delineation of the roles and responsibilities of the School Resource Officers as to student discipline, with regular review by all stakeholders, is essential.
2. To minimize student discipline issues so they do not become school-based to the juvenile justice system;
3. To promote effectiveness and accountability;
4. To provide training as available to School Resource Officers and appropriate McCook Public School staff on effective strategies to work with students that align with program goal;

Section 8. Term, Termination, and Related Documents

1. The term of this MOU shall commence on the date this MOU is fully executed through December 31, 2026 and thereafter may be automatically renewed for successive on (1) year terms for each calendar year until and unless either party provides the other party with a written notice of nonrenewal prior to the end of the one (1) year term. This MOU can ben tenanted at any time without cause six (6) months' written notice to the other party. Law Enforcement Agency and McCook Public Schools shall endeavor to incorporate this MOU into any annual funding inter-local agreements for establishment and funding of Law Enforcement personnel in McCook Public Schools. This MOU may be amended based on the annual review and new developments.

Agreed upon by:

The Law Enforcement Agency – McCook Police Department

Kevin Hodgson	Chief	
Name	Title	Date

Signature ____________________

Educational Agency – McCook Public Schools

Jeff Gross	Superintendent	8-18-26
Name	Title	Date

Signature Jeff M. Gross

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: 6.E.

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Airport Advisory Commission - reappoint David Pfeffer, Trevor Taylor, Katrina Frey - terms expire November 2029;
- City/County Airport Zoning Board - reappoint Steve Keene, Aaron Peterson, Bruce McDowell - terms expire September 2029;
- Board of Zoning Adjustment - appoint Cindy Pohl - term expires September 2029 and reappoint Ryan Moore and Jerry Reitz - terms expire September 2029;
- Economic Development Plan Citizen's Advisory Review Committee - appoint Emily Young and Kerri Waugh - terms expire July 2029 and reappoint Rick Sinner - term expires July 2029;
- Library Advisory Board - reappoint Pam Wolford - term expires June 2030;
- Parks Advisory Board - reappoint Mark Friehe - term expires May 2023;
- Housing Agency Board - reappoint Doug Skiles - term expires November 2031;
- Senior Citizens Advisory Board - appoint Cathy Stewart - term expies September 2029 and reappoint Milton Duffield and Natalie Mickey - terms expire September 2029

BACKGROUND:

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

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak

Lea Ann Doak, City Clerk

September 3, 2026

AIRPORT ADVISORY COMMISSION

DAVID PFEFFER 902 Airport Road - PO Box 274 Appointed April 2016 (Replaced Doug Vap) Reappointed - September 2026 Term Expires - November 2029 d.pfeffer7829@gmail.com	345-5547 (H) 340-7829 (C)
TREVOR TAYLOR 904 W. 4th Street Appointed - August 2013 (Replaced Ken Allen) Reappointed - September 2026 Term Expires - November 2029 tmtaylor98@gmail.com	340-0131 (C)
KATRINA FREY 805 W "I" Street Appointed - May 2024 (Replaced Griff Malleck) Reappointed - September 2026 Term Expires - November 2029 Katz9901@gmail.com	308-863-8623 (C) 345-6590 (W)
TAMMY STEWART 515 F St Indianola NE Appointed - September 2025 (Replaced Austin Lambing) Term Expires - November 2028	308-340-5195
CLEO SPENCER Red Willow Aviaton (FBO) PO Box 444 McCook, NE 69001 Appointed - July 2022 (Replaced Jeff Williams) Reappointed - January 2023 Term Expires - November 2025	(208)293-7848(C)
DOUG SKILES PO Box 36 Appointed - November 2005 Reappointed - June 2024 Term Expires - November 2027 dskiles@slbwcpa.com	345-5100 (O) 345-2342 (H) 345-2943 (F)
MIKE KUGLER #13 Sandpiper Reappointed - June 2024 Term Expires - November 2027 mkugler@kuglercompany.com	345-2280 (O) 345-7006 (H) 345-7756 (F)

*Denotes Chairperson
3 yr. terms

September 2, 2026

CITY/COUNTY AIRPORT ZONING BOARD

STEVE KEENE — 308-227-1604
111 West "G' Street
Appointed by City - November 2009
Reappointed - September 2026
Term Expires - September 2029

MIKE KUGLER
#13 Sandpiper — 345-2280
Rural Route 3
Appointed by County - August 2002
Reappointed July 2026
Term Expires - August 2028

AARON PETERSON — 345-2370 (O)
1106 Norris Avenue (Replaced Richard Stull)
Appointed by City - June 2020
Reappointed - September 2026
Term Expires - September 2029

BRUCE MCDOWELL — 345-5439 (H)
904 West 3rd Street — 303-883-0587 (C)
Appointed by City - November 2009
Reappointed - September 2026
Term Expires - September 2029

DAVE FULKERSON — 340-3414 (C)
71882 Pietro Drive
Appointed by County - July 2026 — davidwfulkerson@gmail.com
Term Expires - August 2028

NATE SCHNEIDER — 345-2022
City Manager

*Denotes Chairperson

September 2, 2026

BOARD OF ZONING ADJUSTMENT

TAMMIE HILKER**
512 East 5th
Appointed - September 25 1995
Reappointed - September 2025
Term Expires - September 2028
(Planning Commission Representative)
thilker@gpcom.net

345-3717 (H)
340-7861 (C)

CINDY POHL

Appointed - September 2026 (replaced Greg Larson)
Term Expires - September 2029
gatr96@yahoo.com

RYAN MOORE
1412 Centennial Drive
Appointed - April 2016 (replaced Fred Shepherd)
Reappointed - September 2026
Term Expires - September 2029
rmoore@hendersonstatebank.net

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

JERRY REITZ*
808 West 4th Street
Appointed - November 2008 (replaced Bill Longnecker)
Reappointed - September 2026
Term Expires - September 2029
jplumber48@gmail.com

345-7828 (H)
340-0866 (C)

DAVE WINDER
(Extra Territorial Representative)
Appointed - October 2025 (Replaced Rick Haney)
Term Expires - September 2028
dtwinder@mccooknet.com

340-8733

DEAN MCCOY - ALTERNATE

Appointed - September 2026 (replaced Andy Weber)
Term Expires - September 2029

*Denotes Chairperson
**Denotes Vice Chairperson
3 yr. terms

September 2, 2026

ECONOMIC DEVELOPMENT PLAN
CITIZEN'S ADVISORY REVIEW COMMITTEE

SEAN WOLFE
424 Seminole Drive
swolfe@chmccook.org — 344-8306 (W)
Appointed - October 2018 (Replaced Troy Bruntz)
Reappointed June 2024
Term Expires - July 2027

SARAH RENNER
802 West 12th Street — 345-7040 (W)
srenner@krd-fcu.org
Appointed - September 2018 (Replaced Jerda Garey-Vickers) — 340-0827 (C)
Reappointed June 2024
Term Expires - July 2027

WARREN JONES
warrenandcathyjones@gmail.com — 695-4421
403 Apollo
Appointed - September 2025 (Replaced Leon Kuhlen)
Term Expires - July 2028

ALEXIS DAVIDSON — 345-2580 (w)
1505 Centennial Drive
adavidson@mnb.bank
Appointed - June 2021 replaced Danielle Johnson
Reappointed - October 2025
Term Expires - July 2028

EMILY YOUNG
1005 E 5 — 402-806-0557
emily@elevatewellnesspt.com
Appointed - September 2026 replaced Jordan Johnson (original 3-yr term)
Term Expires - July 2029

RICK SINNER — 308-289-9557 (C)
908 Missouri
rick@gfrc.com
Appointed - November 2022 (Replaced Bob Elder)
Reappointed - September 2026
Term Expires - July 2029

KERRI WAUGH
1 Prairie Hills Road — 340-6705 (C)
kwaugh@charterwest.com
Appointed - September 2016 (Replaced Jeanette Peters)
Term Expires - July 2029

ALL FUTURE TERMS 3-YEAR

September 2, 2026

LIBRARY ADVISORY BOARD

MARY DUELAND — 345-6163 (H)
112 East "N" Street
Appointed - May 2015 (Replaced Kay Neuhaus)
Reappointed - September 2025
Term Expires - June 2029
dmdue@outlook.com

PAM WOLFORD — 345-6721 (H)
702 Airport Road
Reappointed - September 2026
Term Expires - June 2030
gpwolford@msn.com

MIRANDA PERRY
1001 West "R" Street — 340-9807 (C)
Appointed - September 2025 Replaced Staci Blomstedt
Term Expires - June 2027
mvperry23@gmail.com

SHARON BOHLING — 345-4679 (H)
205 West "E" Street
Appointed - September 2013 Replaced Linda Crandall
Reappointed - June 2024
Term Expires - June 2028
shbohling@gmail.com

ALISON MARTS — 340-9132
1003 West "I"
Appointed - September 2025 Replaced Kevin Cochran
Term Expires - June 2029
marts.alison@gmail.com

4 yr. terms

September 3, 2026

PARKS ADVISORY BOARD

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

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

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

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

402-209-0451

MARK FRIEHE
1007 Country Club Drive
Appointed - June 1996
Reappointed - September 2026
Term Expires - May 2029
mafriehe@gmail.com

340-5710 (C)

TOM BREDVICK
302 Elizabeth Lane
Appointed - June 2021
Reappointed - September 2026
Term Expires - May 2029
tbredvick@mnb.bank

*Denotes Chairperson
3 yr. terms

September 3, 2026

HOUSING AGENCY BOARD

BARB OSTRUM — 737-8047 (C)
106 S 9th
Appointed - September 2013
Reappointed - October 2023
Term Expires - November 2028

TERRY PETERSON
512 Elizabeth Lane — 345-7573 (H)
Appointed - March 21 1994
Reappointed - October 2024
Term Expires - November 2029

DARIUS BOLLI
(Resident)
502 Missouri Avenue Circle
Appointed - May 2015 (replaced Raymond Long)
Term Expires - November 2030

DOUG SKILES — 345-5100(O)
PO Box 36 — 345-2342 (H)
Appointed - September 2025 (Filled Shane Fagot remaining term)
Reappointed - September 2026
Term Expires - November 2031

AMANDA ENGELL
1410 Centennial
Appointed - January 2023 (replaced Kristin Stagemeyer)
Term Expires - November 2027

*Denotes Chairperson
5 yr. terms

September 3, 2026

SENIOR CITIZENS ADVISORY BOARD

DAN STRAMEL — 340-8616
PO Box 95
Appointed - October 2019 (replaced John Anderson)
Reappointed - October 2025
Term Expires - September 2028

JAN BREESE — 308-362-7103

Appointed - October 2025 (replaced Robert Pantenburg)
Term Expires - September 2028

RON JACOBS
1010 East 4th Street
Appointed - February 2025 (replaced Jim Hamill)
Term Expires - September 2028

TOM STEWART — 340-8769

Appointed - October 2025 (replaced John Zlomke)
Term Expires - September 2028

CATHY STEWART — 737-8264 (C)
Appointed - September 2026 (Replaced Mary Keslin)
Term Expires - September 2029

MILTON DUFFIELD
Appointed - September 2023 (replaced John Deon)
Reappointed - September 2026
Term Expires - September 2029

NATALIE MICKEY
405 East 1st Street
Appointed - April 2023 (Filled Joe Ryland remaining 4 months)
Reappointed - September 2026
Term Expires - September 2029

*Denotes Chairman
3 yr. terms

September 3, 2026

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: 6.F.

RECOMMENDATION:

RECEIVE AND FILE THE FIXED BASE OPERATOR(FBO) AGREEMENT BETWEEN THE MCCOOK ECONOMIC DEVELOPMENT CORPORATION(MEDC) AND G2G AVIATION MCCOOK, LLC. TO PROVIDE FBO SERVICES AT MCCOOK BEN NELSON REGIONAL AIRPORT.

BACKGROUND:

On November 15, 2024, Red Willow Aviation discontinued providing FBO services at the McCook Ben Nelson Regional Airport after filing a Chapter 7 bankruptcy petition. This bankruptcy caused the City of McCook to scramble in order to resolve the lack of FBO services at the airport.

As a result, the City of McCook contracted with 3 former employees of the former FBO to help provide fueling and hangaring services at the airport. The contracts with these employees were signed on December 2, 2024. The City has been providing these services since then. The contracted employees and expenses associated with FBO operations were funded through Council contingency funds with the approval of the McCook City Council.

City staff worked with the bankruptcy court to acquire access to the FBO facilities at the airport in order to operate. The buildings that the FBO operated were owned by the FBO, but the land that these buildings sat on was owned by the City of McCook. This setup made it somewhat of a complex situation as the bankruptcy court's task was to recoup, through the sale of the facilities, as much capital as they could in order to pay debt owed by the former FBO. The facilities were ultimately purchased by the MEDC without using LB840 tax dollars or any other form of tax dollars.

With the facilities now controlled by the MEDC, the City and the MEDC worked diligently to begin the search for a new FBO. A committee was formed and a Request for Proposals was written, approved, approved and sent out to prospective FBO candidates.

After interviews of those submitting responses to the RFP, the committee agreed to begin negotiations with Cory Clark, owner of G2G which is based out of Wray, CO. After several weeks of negotiations between the committee, MEDC and City Staff, the attached lease agreement was agreed upon and executed on August 27, 2026 by G2G and MEDC.

Made part of this lease agreement is the temporary land lease between the MEDC and the City of McCook that was approved by the City Council on August 17, 2026. The land lease agreement will be more formalized in the next few weeks and brought back to the City Council for approval.

FISCAL
IMPACT: Will no longer have to use Council contingency dollars to fund FBO operations at the airport.

APPROVALS:

Kyle Potthoff, Public Works Director — September 3, 2026

Nate Schneider, City Manager — September 3, 2026

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: ______

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FISCAL
IMPACT: Will no longer have to use Council contingency dollars to fund FBO operations at the airport.

APPROVALS:

________________________________ August 31, 2026
Kyle Potthoff, Public Works Director

________________________________ August 31, 2026
Nate Schneider, City Manager

Execution Copy

PREMISE LEASE AND FIXED BASE OPERATIONS AGREEMENT

among

McCOOK ECONOMIC DEVELOPMENT CORPORATION

as Lessor,

and

G2G AVIATION McCOOK, LLC

as Lessee

dated as of

August 27, 2026

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PREMISE LEASE AND FIXED BASE OPERATIONS AGREEMENT

This Premise Lease and Fixed Base Operations Agreement (this "Agreement"), dated as of August 27, 2026, (the "Effective Date") is entered into between McCook Economic Development Corporation, a Nebraska non-profit corporation ("Lessor") and G2G Aviation McCook, LLC, a Colorado limited liability company ("Lessee").

RECITALS

WHEREAS, Lessor leases the real property described herein as Exhibit 1 as Tract 1, Tract 2, and Tract 3, attached hereto and incorporated by reference (the "Land").

WHEREAS, the Lessor desires to sublease to the Lessee and the Lessee desires to sublease from the Lessor, the Land.

WHEREAS, Lessor owns the buildings, structures, and hangars located on the Land (the "Buildings" and the Land and the Buildings, collectively known as the "Premises").

WHEREAS, the Lessor desires to lease to the Lessee and the Lessee desires to lease from the Lessor, the Buildings.

WHEREAS, the Lessee is in the business of providing fixed base operations for airports and aircraft and a variety of related aviation-related services.

WHEREAS, the Lessor desires to approve and the Lessee desires to provide, certain fixed base operations and aviation-related services on the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
PREMISE LEASE

Section 1.01 Sublease of the Land. Subject to the terms and conditions set forth herein, Lessor subleases to the Lessee and Lessee subleases from the Lessor, the Land.

Section 1.02 Lease of the Building. Subject to the terms and conditions set forth herein, Lessor leases to the Lessee and Lessee leases from the Lessor, the Buildings and all improvements and fixtures located thereon.

Section 1.03 Term. The initial term of this Agreement shall commence on the Effective Date and end on August 31, 2036 (the "Initial Term"). This Agreement shall automatically renew for an additional ten (10) years unless a party provides written notice no later than the one hundred eightieth (180^{th}) day prior to the end of the Initial Term to the other party that such party does not desire to renew this Agreement. The Initial Term and the renewal period (if applicable), collectively, shall be known as the "Term."

Section 1.04 Lease Payment. For the use and occupancy of the Premises, Lessee shall pay to the Lessor, in advance, an amount of three thousand five hundred dollars ($3,500) per month for the use and occupancy of the Premises (the "Base Rent"). The Base Rent shall be due on the first (1st) day of each month at the address or payment location designated by Lessor, as may be updated in writing from time to time. The Base Rent shall increase by 4.0% on September 1, 2029 and shall increase again by 4.0% every second anniversary thereafter (year 6, year 8, etc.). In addition to the Base Rent, the Lessee shall pay, in arrears on a monthly basis, the following (the "Additional Rent" together, the Base Rent and the Additional Rent shall be known as the "Rent."):

- Ten percent (10%) of Gross Receipts received by the Lessee with respect to hangar subleases on the Premises to sublessees who are not Affiliates.
- Four percent (4%) of Gross Receipts received by the Lessee, or its Affiliates, with respect to maintenance operations on the Premises to customers who are not Affiliates.
- Twenty cents ($0.20) per gallon of aviation fuel (Jet A and 100LL) dispensed by the Lessee on the Premises.

"Gross Receipts" shall mean the fair market value of property actually received by the Lessee for the applicable period and applicable activity.

"Affiliate" shall mean any entity in which the undersigned owner of the Lessee is directly or indirectly a holder of at least 51% of the outstanding equity interest in such entity.

Any payment not made when due shall, at Lessor's sole option, accrue interest at the rate of fifteen percent (15%) per annum or the maximum rate permitted by applicable law, whichever is lower, beginning on the date due and continuing until paid. In addition, any payment not received on or before the tenth (10^{th}) day of the month may be subject to a late charge of twenty-five dollars ($25.00).

Section 1.05 User Fee. If the Lessor implements a ramp fee or any fee for the use of the airport by third-parties (the "User Fee") and requires the Lessee to collect such User Fee, the Lessee shall be entitled to retain no less than 50% of the collected User Fee.

Section 1.06 Reports and Audit Rights. Along with the payment of the Rent, the Lessee shall provide the Lessor with sufficient reports to substantiate the Additional Rent. No more frequent than once every calendar year, Lessor may request and audit gross receipts reports (the "Internal Audit") for a period determined by the Lessor; *provided, that*, such period does not include a period previously audited pursuant to an Internal

Audit. If, as a result of an Internal Audit, there are two or more underpayments during the period of such Internal Audit of at least three percent (3%) of the amount required to be paid by the Lessee to the Lessor, the Lessor may request a third-party audit of Lessee's gross receipts by a reputable accounting firm (the "Third-Party Audit"). Such Third-Party Audit may include any portion of the Term as determined by the Lessor. If any discrepancy, as determined by either an Internal Audit or Third-Party Audit, is an overpayment by the Lessee to the Lessor, the overpayment amount may be subtracted from future amounts owed by the Lessee to the Lessor. If any discrepancy, as determined by either an Internal Audit or Third-Party Audit, is an underpayment by the Lessee to the Lessor, such amount shall be paid by the Lessee to the Lessor by the end of the fifteenth (15th) day following written notice from the Lessor to the Lessee of the underpayment. The right for the Lessor to initiate a Third-Party Audit shall reset after the completion of a Third-Party Audit. The cost of a Third-Party Audit shall be paid by Lessor, unless the results of such audit reveal a deficiency of more than three percent (3%) between the amounts that should have been paid under this Lease and the amounts actually paid during such audit period. In case of such deficiency, the full cost of the Third-Party Audit shall be paid by Lessee. Any additional auditing expense resulting from Lessee's inability or refusal to provide records as required by the auditor shall be paid by Lessee.

Section 1.07 Fuel Tanks and Fuel Monitoring System. Located on the west side of Tract 1 (described in Exhibit 1) are two, 10,000 gallon (each), fiberglass underground fuel tanks. Located on Tract 3 (as described in Exhibit 1) are two, 10,000 gallon (each), metal aboveground tanks (together the underground tanks and aboveground tanks are the "Fuel Tanks"). A system of sensors monitors the Fuel Tanks and the associated area surrounding the Fuel Tanks (the "Fuel Monitoring System"). Since acquiring the premises, Lessor represents and warrants that, to the best of Lessor's knowledge, it has maintained compliance with applicable federal, state, and local laws, regulations, inspections, testing, and reporting requirements relating to the Fuel Tanks and Fuel Monitoring System and covenants to maintain documentation supporting such compliance. The Fuel Tanks and Fuel Monitoring System are included in the Premises and subleased to the Lessee.

Section 1.08 Payment for Beginning Fuel in Inventory. Upon commencement of this Agreement, Lessee, in the presence of Lessor, shall conduct a joint review of the fuel inventory contained within the Fuel Tanks. Following such verification, Lessee shall pay Lessor for the verified fuel inventory at Lessor's purchase price on a first in first out basis. Such payment shall be due no later than the end of the thirtieth (30th) day following the final determination of the fuel inventory. Upon, the verification of the fuel inventory, the title to the fuel in the Fuel Tanks shall pass to the Lessee without any further action by either party.

Section 1.09 Insurance.

(a) Lessee shall maintain and ensure its Affiliates maintain insurance policies with limits as stated below. All such insurance shall include additional insured status language naming Lessor as an additional insured and contain a waiver of subrogation endorsement in favor of Lessor including language stating primary and non-contributory as to claims arising directly from Lessee's operations. Lessee's insurance is required to only cover claims arising directly from negligence or willful misconduct by Lessee, and its parent, subsidiaries, directors, officers, managers, shareholders, partners, venturers, representatives, employees, contractors, and agents.

(i) Commercial General Liability: Limits shall not be less than $1,000,000 per occurrence, and shall include coverage for premise liability and products completed and operations completed.

(ii) Commercial Automobile Liability: Limits shall not be less than $1,000,000 combined single limit. Coverage shall include all owned, non-owned, and hired vehicles.

(iii) Worker's Compensation: Limits and coverage shall not be less than those required by the applicable State's statute.

(iv) Hangar Keepers: Limits shall not be less than $250,000 per aircraft, $500,000 per occurrence.

(b) Lessor shall maintain insurance policies with limits as stated below. All such insurance shall include additional insured status language naming Lessee and its Affiliates as additional insureds and contain a waiver of subrogation endorsement in favor of Lessee, including language stating primary and non-contributory.

(i) Commercial Property: Limits shall be sufficient to cover full replacement cost of the Buildings and all improvements on the Premises.

(ii) Commercial General Liability: Minimum limits shall be $1,000,000 per occurrence, and shall include coverage for premise liability, claims arising from structural defects, and environmental hazards.

(iii) Environmental Liability Insurance: Lessor shall maintain pollution liability insurance to cover risks associated with the Fuel Tanks and Fuel Monitoring System and any pre-existing environmental conditions.

(c) All insurance policies required pursuant to this Section 1.09 shall be issued by insurance companies with an A.M. Best rating of not less than A-VII.

Section 1.10 Utilities. All utilities for the Premises shall be transferred into the Lessee's name to the extent allowable. All utilities used by Lessee during the Term shall be paid by Lessee directly to the utility service provider. Lessor shall provide the existing infrastructure and utilities to the outside of the external walls of the Buildings. If any utility service to the Premises is interrupted for a period in excess of three (3) days and such interruption was caused by Lessor's failure to perform its obligations under this Agreement, Lessee shall be entitled to a reasonable abatement of Rent under this Agreement until such utility service is restored.

Section 1.11 Improvements. Lessee shall not make or cause to be made any alterations, additions or improvements in or to the Premises, or make any changes to the mechanical, electrical, plumbing or sprinkler systems, in excess of five thousand dollars ($5,000) for any individual improvement, without providing to Lessor any drawings or specifications reasonably required by Lessor, and without Lessor's prior written consent. In the event Lessor grants such consent, such alterations, additions or improvements shall be performed in a good and workmanlike manner and in accordance with all applicable law, regulations, permits, and all drawings or specifications approved by Lessor. Any work performed by Lessee shall be subject to Lessor's inspection and approval after completion to determine whether the same complies with the requirements of this Agreement.

Section 1.12 Repairs and Maintenance of Premises. Lessee shall be, at Lessee's cost and expense, responsible for Routine Servicing of the exterior and interior non-structural portions of the Premises necessary to keep the same in good condition and repair, including, without limitation, the plumbing, electrical, mechanical, and other systems, but excluding (i) reasonable wear and tear, (ii) damage by fire or other casualty or condemnation, (iii) maintenance, repairs and replacements which Lessor is required to make hereunder, and (iv) damage caused by Lessor, and its parent, subsidiaries, directors, officers, managers, shareholders, partners, venturers, representatives, employees, contractors, and agents. With respect to HVAC systems, the Lessee is only obligated to perform periodic and routine maintenance and services on the HVAC systems. "<u>Routine Servicing</u>" means a repair that keeps the Premises in proper working condition but does not add to the value or extend the life expectancy of the Premises. Routine Servicing merely keeps the Premises in an operating condition over its probable useful life for which it was designed.

(b) Lessor shall be, at Lessor's cost and expense, responsible for repairs and maintenance of all utilities to the external walls of the Buildings, roofs, foundations, floor slabs, structural walls, all other structural components of the Buildings, and any other improvements located on the Premises so as to keep the same in good and sound condition and repair, including, without limitation, any hangar door. Lessor is responsible for any repairs, maintenance, and replacement of the HVAC systems not otherwise required to be repaired or serviced by the Lessee. Lessor is responsible for any repairs, maintenance, and replacement of the Fuel Tanks and Fuel Monitoring Systems pursuant to Section 2.02. Lessor's obligations pursuant to this subparagraph shall exclude any damage caused by Lessee, and its parent, subsidiaries, directors, officers, managers, shareholders, partners, venturers, representatives, employees, contractors, and agents.

(c) In the event a party fails to promptly commence any maintenance, repair or replacements obligations hereunder within ten (10) days after the other party gives written notice to such party of the need therefor or if such party fails to diligently and continuously pursue to completion any required obligations within the time period reasonably possible to complete the same, then notwithstanding anything in this Agreement to the contrary, the other party shall have the right (but not the obligation), upon giving written notice to such party, to perform any required maintenance or to make any required repairs and replacements at the expense of such party and to set off the cost of the same from amounts due to the other party.

Section 1.13 Snow Removal and General Debris Cleanup. Lessee is responsible to provide snow removal and removal of general trash and debris on the Premises.

Section 1.14 Signage. Any new signage to be located on the Premises shall be approved by both the Lessee and the Lessor in writing prior to installation, which neither shall unreasonably withhold, condition, or delay such approval. All signage must comply with applicable law.

Section 1.15 Assignment and Subleasing. Except as provided below, Lessee shall not assign this Agreement or sublease any portion of the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned or delayed. If Lessor fails to respond in writing to any request for consent pursuant this Section 1.15 by the end of the thirtieth (30th) day after Lessee's delivery of such request, Lessor shall be deemed to have consented to the assignment or sublease subject to the request. Lessor shall notify Lessee in writing within such 30-day period of the reason for withholding consent, if applicable. Notwithstanding the foregoing, Lessee may assign the obligation to provide the Required Services or Optional Services under this Agreement to one or more of its Affiliates; *provided, further*, that Lessee may lease hangar space for the purpose of storing aircraft and their affiliated parts to third parties without seeking consent from the Lessor pursuant to this Section 1.15. Any assignment or sublease contrary to this Section 1.15 shall be void *ab initio*.

Section 1.16 Lessee's Covenant to Prevent Merger or Change of Ownership. Unless Lessor provides written consent, Lessee covenants not to engage in a merger or to allow the sale or transfer of its outstanding equity interest if (i) such merger causes the assignment of this Agreement by operation of law or (ii) such sale or transfer causes a change in ownership of the Lessee such that the undersigned owner of the Lessee owns directly or indirectly, less than 51% of the outstanding equity interest of the Lessee.

Section 1.17 Repairs to Apron and Parking Lot. The Lessor reserves the right to replace or repair portions of the aircraft apron and car parking lot included in the Premises during the Term. During any such replacement or repair work, if Lessee cannot use portions of the aircraft apron or car parking lot due to the work being performed, the Lessor will provide Lessee alternate space of substantially the same size of said portions and as close to the Premises as is practical. Prior to the award of any contract for such replacement or repair, the Lessor shall consult with Lessee on alternative space options and use its best efforts to provide an alternative that has the least impact on Lessee's operations. Following the completion of any such replacement or repair, the Premises will be restored without material reduction to the size or function that was in place prior to the repairs. Lessee waives any claims for compensation for loss caused by such temporary relocation provided the steps identified herein are followed.

Section 1.18 Entry and Inspection of Premises. Provided that Lessor has given Lessee at least 48-hour advance notice in each instance (except in the case of an emergency), Lessee shall (a) permit Lessor or Lessor's agents to enter upon the Premises for the purpose of inspecting the same and performing its repair and maintenance obligations under this Agreement, and (b) permit Lessor to show the Premises, during the last one hundred eighty (180) days of the Term, to persons desiring to lease the Premises. Lessor shall use reasonable efforts to minimize any disruption or interference with Lessee's business on the Premises arising out of such entry and activities, including, without limitation, performing any maintenance and repair work outside of Lessee's normal business hours, when reasonably possible.

Section 1.19 Destruction and Damage. In the event of a total destruction of the Premises by fire or other casualty, this Agreement shall terminate as of the date of such casualty, in which case Rent shall be apportioned as of the termination date, and any Rent paid for any period beyond that date shall be repaid to Lessee, subject to any set-off rights, by the end of the thirtieth (30th) day after the termination date. In the event of partial damage or destruction of the Premises during the Term by fire or any other casualty, Lessee shall give Lessor written notice thereof. If (i) a Building is damaged or destroyed to an extent of more than one-half of the replacement cost thereof, or (ii) the repairs necessary to put the Premises into substantially the same condition that existed immediately prior to such casualty cannot reasonably be made within ninety (90) days of such casualty, this Agreement may be terminated at the option of the Lessee by giving the Lessor written notice thereof by the end of the ninetieth (90) day after the date of the casualty. If (y) the repairs necessary to put the Premises in substantially the same condition that existed immediately prior to such casualty can be made within ninety (90) days, or (z) Lessee does not elect to terminate this Agreement pursuant to the preceding sentence, then this Agreement shall remain in effect and Lessor shall promptly commence the repairs necessary to place the Premises affected by such casualty into substantially the same condition that existed immediately prior to such casualty and shall diligently pursue the same to completion; *provided, that*, in no case shall the Lessor be obligated to repair any casualty that damaged a Building in excess of one-half of its replacement cost to return the Premises to substantially the same condition that existed immediately prior to such casualty. Lessee shall be entitled to a proportionate reduction of the Rent payable hereunder from the date of such casualty until such repairs are completed, based upon the extent to which the same shall interfere with the business of Lessee in and on the Premises.

Section 1.20 Subordination. This Agreement is and shall be subordinate to any ground lease, master lease, mortgage, deed of trust, trust indenture and similar lien which may now or hereafter affect the Premises. In confirmation of such subordination, Lessee shall execute upon request by Lessor any reasonable subordination instruments which may from time to time be requested to give effect hereto; *provided, that*, Lessee shall not be required to execute any such instruments which modify the terms of this Agreement, impose additional obligations on Lessee, or limit Lessee's rights under this Agreement.

Section 1.21 Estoppel Certificates. Within ten (10) business days after written request from the Lessor, Lessee shall execute and deliver to Lessor, or to any mortgagee or prospective purchaser, an estoppel certificate stating (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, identifying the modification agreements) or, if this Agreement is not in full force and effect, a statement to that effect, (ii) the Effective Date and expiration date, (iii) the date to which Rent has been paid under this Agreement, (iv) whether, to Lessee's knowledge, there is any existing or alleged default by Lessor or Lessee under this Agreement with respect to which a notice of default has been served and, if there is any such default, specifying the nature and extent thereof, (v) whether, to Lessee's knowledge, there are any then-existing set-offs, defenses or counterclaims against enforcement of the obligations to be performed by Lessee under this Agreement, and (vi) that Lessee has accepted possession of the Premises and improvements performed thereon. Lessee shall not be required to execute any estoppel certificate that modifies the terms of this Agreement, imposes additional obligations on Lessee, or limits Lessee's rights under this Agreement.

Section 1.22 Lessor's Rights to Sublease; Quiet Enjoyment. Lessor represents and warrants that Lessor has the authority to sublease the Premises, free and clear of all liens and encumbrances other than those recorded in Red Willow County, Nebraska and those described in the lease between Lessor and the City of McCook, Nebraska as provided in Exhibit 2, attached hereto and incorporated by reference (the "Master Lease"). Lessee shall at all times during the continuance of this Agreement have the peaceable and quiet enjoyment and possession of the Premises, subject to the terms and provisions of this Agreement and the Master Lease.

Section 1.23 Reservation of Airspace. There is hereby reserved to Lessor, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises.

Section 1.24 Leased "As Is". Subject to the obligations of Lessor to repair and maintain the Premises in accordance with the Agreement, the Premises are leased on an "as is" basis and Lessee acknowledges and agrees that the Lessor makes no representations or warranties, expressed or implied (except as specifically expressed herein), regarding the condition, suitability, merchantability, fitness for specific purpose, or operational capacity of the Premises.

Section 1.25 Personal Property and Other Taxes. Lessee shall be responsible for paying all personal property tax on the Lessee's personal property located on the Premises and any other taxes, assessments, fees, levies, and charges with respect to the Lessee's operations on the Premises.

ARTICLE II
ENVIRONMENTAL COMPLIANCE

Section 2.01 Hazardous Materials.

(a) Lessor acknowledges that Lessee or its Affiliates require the use of Hazardous Materials on the Premises. For purposes of this Agreement, "Hazardous Materials" means any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products or by-products thereof. Lessor represents and warrants that Lessor has not received any notice of, and Lessor has no knowledge of, the existence or release of any Hazardous Substances in, on, under or about the Premises.

(b) Lessee shall be responsible for any spill, discharge, release, contamination, environmental incident, damage, regulatory violation with respect to Lessee's use and operation of Hazardous Substances that occur above ground.

(c) Subject to the limitations provided in Section 7.04, Lessee agrees to indemnify, defend and hold Lessor harmless from any and all claims arising out of Lessee's use of Hazardous Substances above ground during the Term. Lessee's indemnity obligations under this Section 2.01(c) shall survive the expiration or termination of this Agreement.

(d) Subject to the limitations provided in Section 7.04, Lessor agrees to indemnify, defend and hold Lessee harmless from any and all claims arising out of any Hazardous Substances which are not the responsibility of the Lessee to indemnify, defend and hold harmless pursuant to Section 2.01(c), including, but not limited to: any claims arising from the storage of Hazardous Substances in the Fuel Tanks and Fuel Monitoring System; unless such leaks or release are the result of gross negligence or willful misconduct of the Lessee or its Affiliates, or their respective parents, subsidiaries, directors, officers, managers, shareholders, partners, venturers, representatives, employees, contractors, and agents. Lessor's indemnity obligations under this Section 2.01(d) shall survive the expiration or termination of this Agreement.

Section 2.02 Repair and Maintenance of Fuel Tanks. Lessee shall be responsible for the operations of the Fuel Tanks and Fuel Monitoring System, including, obtaining and maintaining all required annual Nebraska Department of Agriculture Weights and Measures certifications. Lessee shall notify the Lessor of any required maintenance and repairs of the Fuel Tanks and Fuel Monitoring System. Lessor shall be responsible for structural, pre-existing, and ownership-related matters, including, but not limited to, the repair and maintenance of the Fuel Tanks and Fuel Monitoring System; *provided, that*, Lessor may seek reimbursement from Lessee for up to two thousand five hundred dollars ($2,500) per calendar year for any cost of maintenance and repair of the Fuel Tanks and Fuel Monitoring System; *provided, further*, Lessee shall pay for any cost of repair and maintenance of the Fuel Tanks and Fuel Monitoring System caused by the gross negligence or willful misconduct of the Lessee or its Affiliates, and their respective parents, subsidiaries, directors, officers, managers, shareholders, partners, venturers, representatives, employees, contractors, and agents.

Section 2.03 Compliance with Hazardous Substances Laws.

(a) Lessee agrees that it shall, at its sole expense, comply with all applicable federal, state and local statutes, laws, ordinances, rules and regulations concerning the use and operation of the Fuel Tanks for the purpose of dispensing fuel; *except, that*, Lessor shall, at its sole expense, comply with all applicable federal, state and local statutes, laws, ordinances, rules and regulations concerning the storage of Hazardous Substances in the Fuel Tanks and the Fuel Monitoring System.

(b) During the Term, should changes in applicable statutes, laws, rules or regulations regarding fuel storage facilities and/or dispensing equipment relating to the Fuel Tanks necessitate the removal, modification, or replacement of any component, piping, valves, or connections comprising part of the fuel storage facilities and/or dispensing equipment relating to the Fuel Tanks <u>that are located above ground</u>, then such removal, modification, or replacement shall be timely undertaken and performed by Lessee, at its sole cost and expense.

(c) During the Term, should changes in applicable statutes, laws, rules or regulations regarding fuel storage facilities and/or dispensing equipment relating to the Fuel Tanks necessitate the removal, modification, or replacement of any component, piping, valves, or connections comprising part of the fuel storage facilities and/or dispensing equipment relating to the Fuel Tanks that are not the responsibility of the Lessee pursuant to Section 2.03(b), then such removal, modification, or replacement shall be timely undertaken and performed by Lessor, at its sole cost and expense.

ARTICLE III
FIXED BASE OPERATIONS

Section 3.01 Required Services.

(a) By the end of the thirtieth (30th) day following the Effective Date, Lessee, or its Affiliates, shall conduct operations on the Premises required for general aviation aircraft fuel services, storing and hangaring of general aircraft, subleasing hangar space, fuel farm management, UNICOM operations, required staffing, catering, courtesy transportation, pilot support services, handling aircraft, and all services reasonably required for providing fixed base operations for general aircraft (the "Required FBO Operations"). The Required FBO Operations is not required to include deicing services or agriculture/aerial spray support services. At a minimum, the Required FBO Operations shall be provided 0730-0430 local time. Such Required FBO Operations shall continue for the duration of the Term. Lessee, or its Affiliates, shall be responsible for providing all equipment, personnel, receipts, inventory, and all other required activities in order to provide for the Required Operations.

(b) By the end of the one hundred eightieth (180th) day following the Effective Date, Lessee, or its Affiliates, shall use commercially reasonable efforts to provide on the Premises general aviation maintenance services (the "Maintenance Operations"). The Maintenance Operations is not required to include the following: engine rebuild/overall, avionics, and paint. The Maintenance Operations shall be provided on a regular basis during hours reasonably determined by the Lessee or its Affiliates. Lessee shall in good faith continue the Maintenance Operations for the duration of the Term, subject to the availability of licensed personnel needed in order to perform the Maintenance Operations.

Section 3.02 Optional Services. Subject to the terms of this Agreement, Lessor pre-approves the following aviation-related services to be provided on the Premises by the Lessee or its Affiliates (the "Optional Operations"):

- General aviation aircraft rental
- General aviation flight instruction
- Aircraft management
- Aircraft brokerage
- Aviation paint
- Avionics repair
- Engine rebuild/overhaul
- Agriculture aviation support

- Deicing service

Section 3.03 Lessee's Compliance with Laws. Lessee shall perform its operations by exercising reasonable care and in a safe and professional manner consistent with the standards of the aviation fixed base operator industry in the same general geographic area as the Premises. Lessee covenants to promptly observe, comply with and execute the provisions of any and all present and future governmental laws, ordinances, rules, regulations, requirements, orders and directions applicable to the use and occupancy of the Premises, to include, but not limited to securing and maintaining applicable Nebraska Secretary of State filings as a foreign entity entitled to do business in Nebraska, if applicable.

ARTICLE IV
DEFAULT AND REMEDIES

Section 4.01 Default by Lessee. Each of the following shall constitute an event of default by Lessee:

(a) Lessee fails to make payments to Lessor when due and such failure continues for a period of ten (10) calendar days after receipt by Lessee of written notice thereof.

(b) Lessee materially breaches this Agreement or neglects or fails to perform or observe any of the terms, provisions, conditions or covenants herein contained, and if such breach, neglect or failure continues for a period of thirty (30) calendar days after receipt by Lessee of written notice of same, or if more than thirty (30) calendar days is required because of the nature of the default, if Lessee fails within said thirty (30) calendar day period to commence and thereafter diligently proceed to cure such default.

(c) Lessee becomes insolvent; takes the benefit of any present or future insolvency statute; makes a general assignment for the benefit of creditors; files a voluntary petition in bankruptcy or a petition or answer seeking a reorganization or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof; or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property.

(d) Lessee dissolves.

(e) Failure of Lessee to provide the Required FBO Operations on the Premises for a period of sixty (60) consecutive days.

(f) Failure of Lessee to provide the Maintenance Operations for a period of sixty (60) consecutive days after Lessee first commences Maintenance Operations, subject to Lessee's good faith ability to secure the licensed personnel needed in order to perform the Maintenance Operations.

Section 4.02 Default by Lessor. Each of the following shall constitute an event of default by Lessor:

(a) Lessor materially breaches this Agreement or neglects or fails to perform or observe any of the terms, provisions, conditions or covenants herein contained, and if such breach, neglect or failure continues for a period of thirty (30) calendar days after receipt by Lessor of written notice of same, or if more than thirty (30) calendar days is required because of the nature of the default, if Lessor fails within said thirty (30) calendar day period to commence and thereafter diligently proceed to cure such default.

(b) The Master Lease terminates or expires.

Section 4.03 Remedies. In addition to rights otherwise specified in this Agreement, the parties shall have the following remedies in the event of default:

(a) Lessee may terminate this Agreement if such termination occurs prior to the removal of the such condition of Lessor's default.

(b) Lessor may terminate this Agreement if such termination occurs prior to the removal of the such condition of Lessee's default.

(c) Lessor may enter upon and take possession of the Premises and expel or remove the Lessee in accordance with Section 4.04, with or without having terminated this Agreement, if such possession occurs prior to the removal of the such condition of Lessee's default.

Section 4.04 Right of Repossession by Lessor. Lessor may enter and take possession of the Premises upon default by the Lessee as follows:

(a) In the event any default shall occur, Lessor then, or at any time thereafter, but prior to the removal of such condition of Lessee's default, shall have the right to enter upon and take possession of the Premises, without demand or notice, and repossess the same as of the Lessor's former estate, expelling Lessee and those claiming under Lessee, forcibly if necessary, without prejudice to any remedy for arrears of rent or preceding breach of Agreement.

(b) Lessor's repossession of the Premises shall neither be construed as an election to terminate this Agreement, unless otherwise terminated by the Lessor pursuant to this Agreement.

(c) Upon repossession, Lessor shall have the right, at its election, whether or not this Agreement is terminated, to relet the Premises or any part thereof, at such rent and upon such other terms and conditions as Lessor may, in good faith, deem advisable.

(d) If Lessor takes possession of the Premises without terminating this Agreement by reason of a condition of Lessee's default, Lessee shall remove their goods and effects from the Premises by the end of the thirtieth (30^{th}) day following Lessor's written notice and its possession of the Premises, and Lessor covenants to allow Lessee reasonable access to the Premises to effectuate such removal of goods and effects. If

Lessee fails to effect such removal forthwith, Lessor may, without liability to Lessee, remove such goods and effects and store the same for the account of Lessee at any place selected by Lessor, or, at Lessor's election, and upon giving fifteen (15) days' written notice to Lessee of date, time and location of sale, Lessor may sell the same at public auction or private sale on such terms and conditions as to price, payment and otherwise, as Lessor, in its sole discretion, may deem advisable.

Section 4.05 Cumulative Rights. The rights and remedies provided in this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

ARTICLE V
TERMINATION

Section 5.01 Termination of this Agreement. This Agreement may be terminated by written notice to the other party as follows:

(a) By either party, if the other party is in default as described in Article IV and such termination occurs prior to the removal of the condition of default.

(b) By Lessee, if the Master Lease expires or is terminated for any reason.

(c) By Lessee, if all available runways are closed for any reason and such closure continues for more than sixty (60) continuous days.

(d) By either party, if a force majeure event, described in Section 10.02, occurs for more than sixty (60) continuous days.

(e) By Lessee, if material changes in any federal, state, local laws, rules, regulations, including by not limited to, rules and regulations promulgated or impacting Lessee's operations on the Premises, prevent Lessee from achieving a reasonable profit from its operations on the Premises.

Section 5.02 Effect of Termination. Upon expiration or termination of this Agreement the following shall apply:

(a) Ownership of the improvements constructed by Lessee on the Premises shall revert to the Lessor, free and clear of all liens, claims and other encumbrances or adverse interest in the Premises or the Improvements thereon.

(b) Any obligations arising prior to expiration or termination of this Agreement, to include, but not limited to (i) any payments to be made by Lessee to Lessor and (ii) any indemnification by either party with respect to Hazardous Substances, shall continue after the expiration or termination of this Agreement.

(c) Any provision herein that expressly survives expiration or termination of this Agreement and any provision that by its nature requires performance after the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

Section 5.03 Surrender. Upon the expiration of this Agreement, Lessee shall surrender the Premises to Lessor. Upon termination by Lessor of this Agreement (other than expiration by the terms herein), Lessee shall immediately cease all operations on the Premises and shall surrender the Premises to the Lessor by the end of the thirtieth (30th) day following such termination. Upon termination by the Lessee of this Agreement (other than expiration by the terms herein), Lessee shall cease all operations and shall surrender the Premises to the Lessor by the end of the ninetieth (90th) day following such termination. In all cases, Lessee shall surrender the Premises to Lessor: (i) broom clean and free of trash and in good repair and condition, (ii) with all fixtures and equipment situated in the Premises in good working order, reasonable wear and tear excepted, (iii) return all access devices, gate controls, and security credentials, and (iv) removal of Lessee's goods and effects from the Premises. If Lessee fails to effect such removal of goods and effects, Lessor may, without liability to Lessee, remove such goods and effects and store same in a place of safekeeping for the account of Lessee at any place selected by Lessor, or, at Lessor's election. Lessor shall thereafter dispose of such property in accordance with Neb. Rev. Stat. §§ 69-2301 to 69-2314, as amended, including providing written notice to the Lessee of the right to reclaim such property and, if unclaimed, selling the same pursuant to applicable law. All incurred costs for the removal, storage, and sale of the unclaimed property shall be borne by the Lessee.

Section 5.04 Holding Over. If Lessee remains in possession of the Premises after expiration of the Term without the written consent of Lessor, Lessee shall be deemed to be occupying the Premises on a month-to-month basis at a monthly rate equal to 150% of the monthly Base Rent for the last month of the Term, which tenancy may at any time be terminated by either Lessor or Lessee giving to the other party at least thirty (30) days' notice of intention to terminate the same, and subject in all other respects to the terms of this Agreement. Lessor does not waive any right or remedy it has under this Agreement and applicable law by virtue of permitting Lessee's holdover pursuant to this Section 5.04.

Section 5.05 Payment for Ending Fuel in Inventory. Upon termination or expiration of this Agreement, Lessee, in the presence of Lessor, shall conduct a joint review of the fuel inventory contained within the Fuel Tanks. Following such verification, Lessor shall pay Lessee for the verified fuel inventory at Lessee's purchase price on a first in first out basis. Such payment shall be due no later than the end of the thirtieth (30th) day following the final determination of the fuel inventory. Upon, the verification of the fuel inventory, the title to the fuel in the Fuel Tanks shall pass to the Lessor without any further action by either party.

ARTICLE VI
ANCILLARY DOCUMENTS

Section 6.01 Transfer of Personal Property. As part of the transactions contemplated herein, Lessor shall enter into an assignment of personal property located on the Premises to the Lessee.

Section 6.02 Airport Layout Plan. Lessee acknowledges receipt of the airport master plan update, dated May 2025. Lessor covenants to provide Lessee with future airport master plan updates within thirty (30) days after such update if finalized.

Section 6.03 Use of Airport Common Areas. As part of the transactions contemplated herein, the City of McCook and the Lessee may enter into an agreement to grant to the Lessee the right to ingress and egress and to use the common areas of the airport property surrounding the Premises.

ARTICLE VII
INDEMNIFICATION.

Section 7.01 Indemnification by Lessee. Except as required by Lessor pursuant to Section 7.02, Lessee covenants and agrees to fully indemnify, defend and hold harmless, the Lessor and its parent, subsidiaries, directors, officers, managers, shareholders, partners, venturers, representatives, employees, contractors, and agents, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, (an "Action") made upon the Lessor directly or indirectly arising out of, resulting from or related to Lessee's or its Affiliate's act or omission, use or occupancy of the Premises pursuant to this Agreement or arising out of, resulting from, or related to any breach of this Agreement by Lessee. It being specifically agreed to that Lessee shall indemnify, defend and hold harmless for any Action with respect to Hazardous Substances sourced above the ground if such claim arose during the Term. The Lessee's indemnification obligations pursuant to this Section 7.01 shall survive expiration or termination of this Agreement.

Section 7.02 Indemnification by Lessor. Lessor covenants and agrees to fully indemnify, defend and hold harmless, the Lessee its Affiliates and their parents, subsidiaries, directors, officers, managers, shareholders, partners, venturers, representatives, employees, contractors, and agents, individually and collectively, from and against any and all Actions made upon the Lessee or its Affiliates directly or indirectly arising out of, resulting from or related to Lessor's act or omission or related to any breach of this Agreement by Lessor. It being specifically agreed to that Lessor shall indemnify, defend and hold harmless for any Action with respect to Hazardous Substances resulting from the Fuel Tanks and Fuel Monitoring System and any

Hazardous Substances under the ground or for such claims arising outside the Term. The Lessor's indemnification obligations pursuant to this Section 7.02 shall survive expiration or termination of this Agreement.

Section 7.03 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall promptly provide written notice of such claim to the other party (the "Indemnifying Party"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and with written notice to the Indemnified Party, shall assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 7.04 Waiver of Consequential Damages. WITHOUT AFFECTING THE RIGHTS OF LESSOR OR LESSEE TO RECOVER ACTUAL, DIRECT DAMAGES, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OR LOST PROFITS RESULTING FROM ANY CAUSE WHATSOEVER, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE. THE PROVISIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES OF LESSOR

Lessor represents and warrants to Lessee that the statements contained in this Article VIII are true and correct as of the date hereof. For purposes of this Article VIII, "Lessor's knowledge," "knowledge of Lessor" and any similar phrases shall mean the actual knowledge of the agent for the Lessor whose name is affixed hereto and of the President of the Lessor.

Section 8.01 Organization and Authority of Lessor; Enforceability. Lessor is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska. Lessor has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Lessor of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Lessor. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Lessor, and this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Lessor, enforceable against Lessor in accordance with their respective terms.

Section 8.02 No Conflicts; Consents. The execution, delivery and performance by Lessor of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the articles of incorporation, bylaws, or other organizational documents or governance documents of the Lessor; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Lessor or the Premises; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Lessor is a party or to which the Premises is subject, or (d) result in the creation or imposition of any encumbrance on the Premises. No consent, approval, waiver or authorization is required to be obtained by Lessor from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Lessor of this Agreement and the consummation of the transactions contemplated hereby, except for such consents, approvals, waivers, or authorizations which the Lessor has already obtained.

Section 8.03 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation of any nature pending or, to Lessor's knowledge, threatened against or by Lessor (a) relating to or affecting the Premises; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such claim, action, suit, proceeding or governmental investigation.

Section 8.04 Full Disclosure by Lessor. No representation or warranty by Lessor in this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IX
REPRESENTATIONS AND WARRANTIES OF LESSEE

Lessee represents and warrants to Lessor that the statements contained in this Article IX are true and correct as of the date hereof. For purposes of this Article IX, "Lessee's knowledge," "knowledge of Lessee" and any similar phrases shall mean the actual knowledge of the agent for the Lessee whose name is affixed hereto.

Section 9.01 Organization and Authority; Enforceability. Lessee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado. Lessee has full limited liability company power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Lessee of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action on the part of Lessee. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Lessee, and this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Lessee enforceable against Lessee in accordance with their respective terms.

Section 9.02 No Conflicts; Consents. The execution, delivery and performance by Lessee of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the articles of organization, operating agreement, or other organizational documents of Lessee, or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Lessee. No consent, approval, waiver or authorization is required to be obtained by Lessee from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Lessee of this Agreement and the consummation of the transactions contemplated hereby, except for such consents, approvals, waivers, or authorizations which the Lessee has already obtained.

Section 9.03 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation of any nature pending or, to Lessee's knowledge, threatened against or by Lessee that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such claim, action, suit, proceeding or governmental investigation.

Section 9.04 Full Disclosure by Lessee. No representation or warranty by Lessee in this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE X
MISCELLANEOUS

Section 10.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 10.02 Force Majeure. If either party is delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, war, terrorism, inability to procure materials, restrictive governmental laws or regulations or other cause (including closure of the airport), without fault and beyond the control of the party obligated (the financial inability of the party excepted), performance of such act shall be extended by a period equal to the period of such delay; *provided, however*, that nothing in this paragraph shall excuse Lessee from the prompt payment of any Rent except as may be expressly provided otherwise in this Agreement; and *provided, further* that the party relying on this paragraph shall provide written notice to the other party notifying such other party of the force majeure event promptly after such force majeure event, and shall proceed with all diligence to complete the performance of the act upon the cessation of the force majeure event.

Section 10.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.03):

To Lessor:

McCook Economic Development Corporation
Attention: President
Troy Bruntz, Board President
402 Norris Avenue, Ste. 301
McCook, NE 69001
Phone: 308-345-1200
Email: tbruntz@chmccook.org

McCook Economic Development Corporation
Attention: Executive Director
Charlie McPherson, Executive Director

402 Norris Avenue, Ste. 301
Phone: 308-345-1200
Email: charlie@mccookne.org

To Lessee:

G2G Aviation McCook, LLC
Attention: Cory Clark
1615 D Street, Hanger #33
Wray, Colorado 80758
Email: g2gaviation@yahoo.com

With copy to (such copy does not constitute notice):

DOLCE Law
Attention: Dan Sweet, Esq
5255 Ronald Reagan Blvd. Ste. 210
Johnstown, Colorado 80534

Section 10.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; *provided, that*, the original intent of the parties is not materially frustrated.

Section 10.06 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the statements in the body of this Agreement will control.

Section 10.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 10.08 No Third-party Beneficiaries. Except as provided in Article VII, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.09 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 10.10 Time is of the Essence. Time shall be of the essence in complying with the terms, conditions and provisions of this Agreement.

Section 10.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 10.12 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction).

Section 10.13 Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Nebraska, in each case the courts, located in the city of Omaha and county of Douglas , and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Section 10.14 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 10.15 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 10.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 10.17 Not an Independent Contractor. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, creates a relationship other than one of lessor and lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

LESSOR:

McCook Economic Development Corporation,
a Nebraska non-profit corporation

By: Troy Bruntz
Name: Troy Bruntz
Title: President

By: Charlie McPherson
Name: Charlie McPherson
Title: Executive Director

LESSEE:

G2G Aviation McCook, LLC,
a Colorado limited liability company

By: ______________________
Name: Cory Clark
Title: Manager

Acknowledged and agreed to with respect to Section 1.16:

____
Cory Clark, owner

Exhibit 1: Premises

EXHIBIT 1

Legal Description

TRACT 1

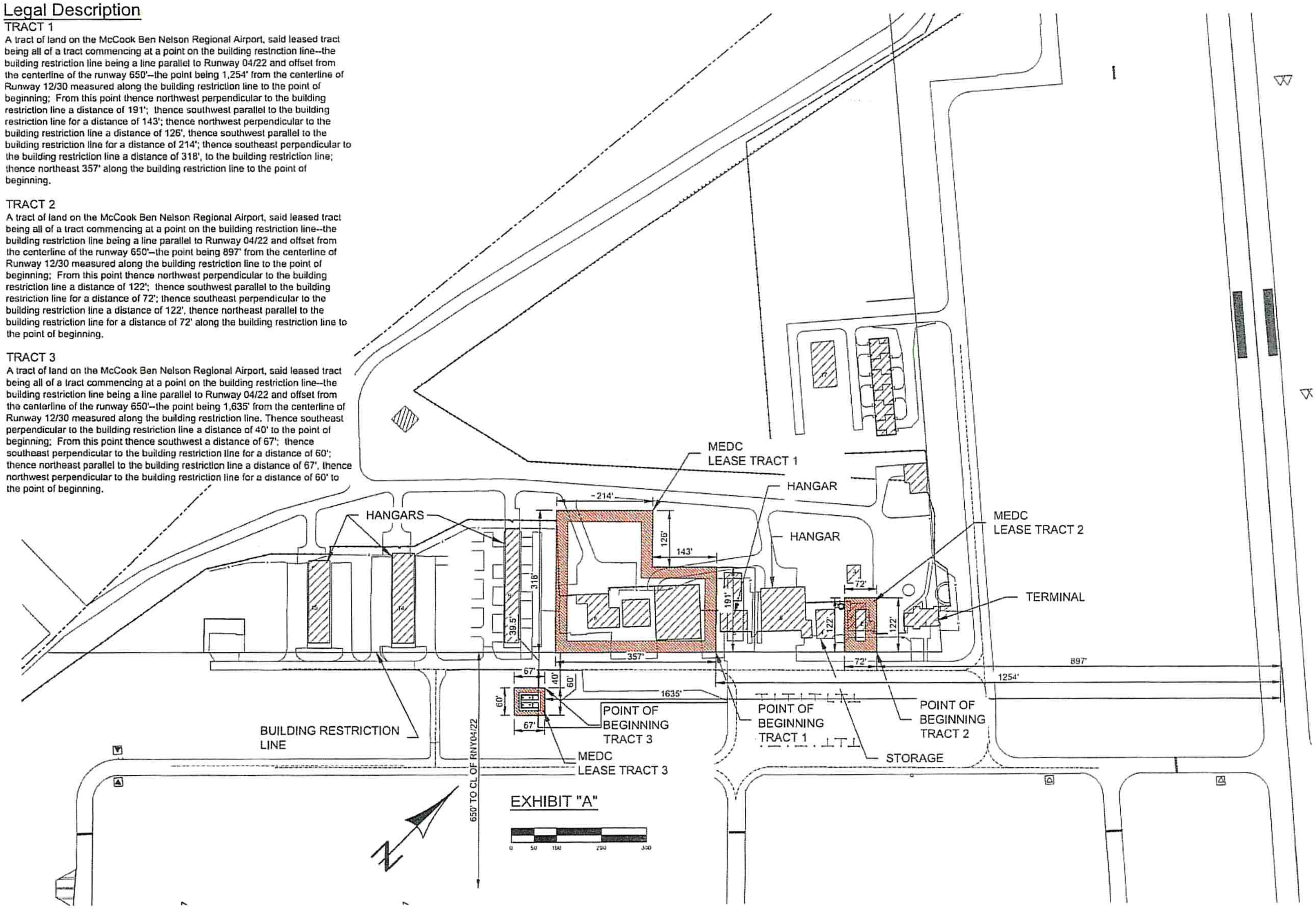
A tract of land on the McCook Ben Nelson Regional Airport, said leased tract being all of a tract commencing at a point on the building restriction line--the building restriction line being a line parallel to Runway 04/22 and offset from the centerline of the runway 650'--the point being 1,254' from the centerline of Runway 12/30 measured along the building restriction line to the point of beginning; From this point thence northwest perpendicular to the building restriction line a distance of 191'; thence southwest parallel to the building restriction line for a distance of 143'; thence northwest perpendicular to the building restriction line a distance of 126', thence southwest parallel to the building restriction line for a distance of 214'; thence southeast perpendicular to the building restriction line a distance of 318', to the building restriction line; thence northeast 357' along the building restriction line to the point of beginning.

TRACT 2

A tract of land on the McCook Ben Nelson Regional Airport, said leased tract being all of a tract commencing at a point on the building restriction line--the building restriction line being a line parallel to Runway 04/22 and offset from the centerline of the runway 650'--the point being 897' from the centerline of Runway 12/30 measured along the building restriction line to the point of beginning; From this point thence northwest perpendicular to the building restriction line a distance of 122'; thence southwest parallel to the building restriction line for a distance of 72'; thence southeast perpendicular to the building restriction line a distance of 122', thence northeast parallel to the building restriction line for a distance of 72' along the building restriction line to the point of beginning.

TRACT 3

A tract of land on the McCook Ben Nelson Regional Airport, said leased tract being all of a tract commencing at a point on the building restriction line--the building restriction line being a line parallel to Runway 04/22 and offset from the centerline of the runway 650'--the point being 1,635' from the centerline of Runway 12/30 measured along the building restriction line. Thence southeast perpendicular to the building restriction line a distance of 40' to the point of beginning; From this point thence southwest a distance of 67'; thence southeast perpendicular to the building restriction line for a distance of 60'; thence northeast parallel to the building restriction line a distance of 67', thence northwest perpendicular to the building restriction line for a distance of 60' to the point of beginning.



LEASE DESCRIPTION

MEDC

McCOOK BEN NELSON REGIONAL AIRPORT

DESIGN ASSOCIATES

DWG:	111-01 LEASE
DRAWN:	A.M PETERSON
CHECKED:	
REVISIONS	

Exhibit 2: Master Lease with City of McCook

TEMPORARY GROUND LEASE AGREEMENT

This **Temporary Ground Lease Agreement** (this "**Temporary Lease**") is made as of August 19th, 2026, between the **City of McCook, Nebraska** ("Landlord") and the **McCook Economic Development Corporation**, a Nebraska non-profit corporation ("Tenant").

AGREEMENTS:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. **Purpose.** This Temporary Lease is intended to serve as an interim agreement between the parties until a permanent or primary Ground Lease Agreement can be drafted, finalized, and executed by the City of McCook and the McCook Economic Development Corporation. The City of McCook and the McCook Economic Development Corporation have the intent to finalize a permanent 10-year lease by November 2026.
2. **Lease Grant.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Tract 1, Tract 2, and Tract 3 more particularly described on Exhibit A attached hereto and incorporated by reference (the **"Land"**).
3. **Term.** Landlord leases the Land to Tenant and Tenant leases the same from Landlord for an initial term beginning on or before August 19th, 2026 and ending on August 31, 2036 (as the same may be extended, the **"Term"**).
4. **Use.** Tenant may use the Land for normal business operations relating to airport fixed based operations. Tenant shall have access to the Land 24 hours per day, 7 days per week, 365 (or 366, as applicable) days per year.
5. **Assignment and Subletting.** Except as provided below, Tenant shall not assign this Lease or sublet any portion of the Land without the prior written consent of the Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant may enter into a sublease of the Land with G2G Aviation, LLC, a Colorado limited liability company, or its affiliates for the purposes of lawful airport fixed based operations, maintenance services, flight school, charter services, fuel dispensing services, and other related fixed based operations. Such sublease may allow G2G Aviation, LLC to assign its operations to one or more of its affiliates and to sublease hangar space to third-parties.
6. **Subordination: Non-Disturbance.** This Lease is and shall be subordinate to any ground lease, master lease, mortgage, deed of trust, trust indenture and similar lien which may now or hereafter affect the Land. In confirmation of such subordination, Tenant shall execute upon request by Landlord any reasonable subordination instruments which may from time to time be requested to give effect hereto, provided that Tenant shall not be required to execute any such instruments which modify the terms of this Lease, impose additional obligations on Tenant, or limit Tenant's rights under this Lease.
7. **Option to Renew.** Provided that Tenant is not in default in the performance of this Lease beyond applicable cure periods, Tenant shall have the option to renew this Lease for an additional 3-month period commencing on the day immediately after the expiration date of the initial Term hereof, on all the terms and conditions of this Lease.
8. **Landlord's Ownership of Property: Quiet Enjoyment.** Landlord represents and warrants that Landlord owns good, marketable and indefeasible title to the Land, free and clear of all liens and encumbrances other than those recorded in Red Willow County, Nebraska.

Tenant shall at all times during the continuance of this Lease have the peaceable and quiet enjoyment and possession of the Land, subject to the terms and provisions of this Lease.

This Lease is executed to be effective as of the date first above written.

LANDLORD:

City of McCook Nebraska

By: Linda Taylor
Name: Linda Taylor
Title: Mayor

TENANT:

McCook Economic Development Corporation,
a Nebraska non-profit corporation

By: Cody DeWester
Name: Cody DeWester
Title: Vice President

By: ______________________
Name: Charlie McPherson
Title: Executive Director

EXHIBIT A

DESCRIPTION OF THE LAND

EXHIBIT A

Legal Description

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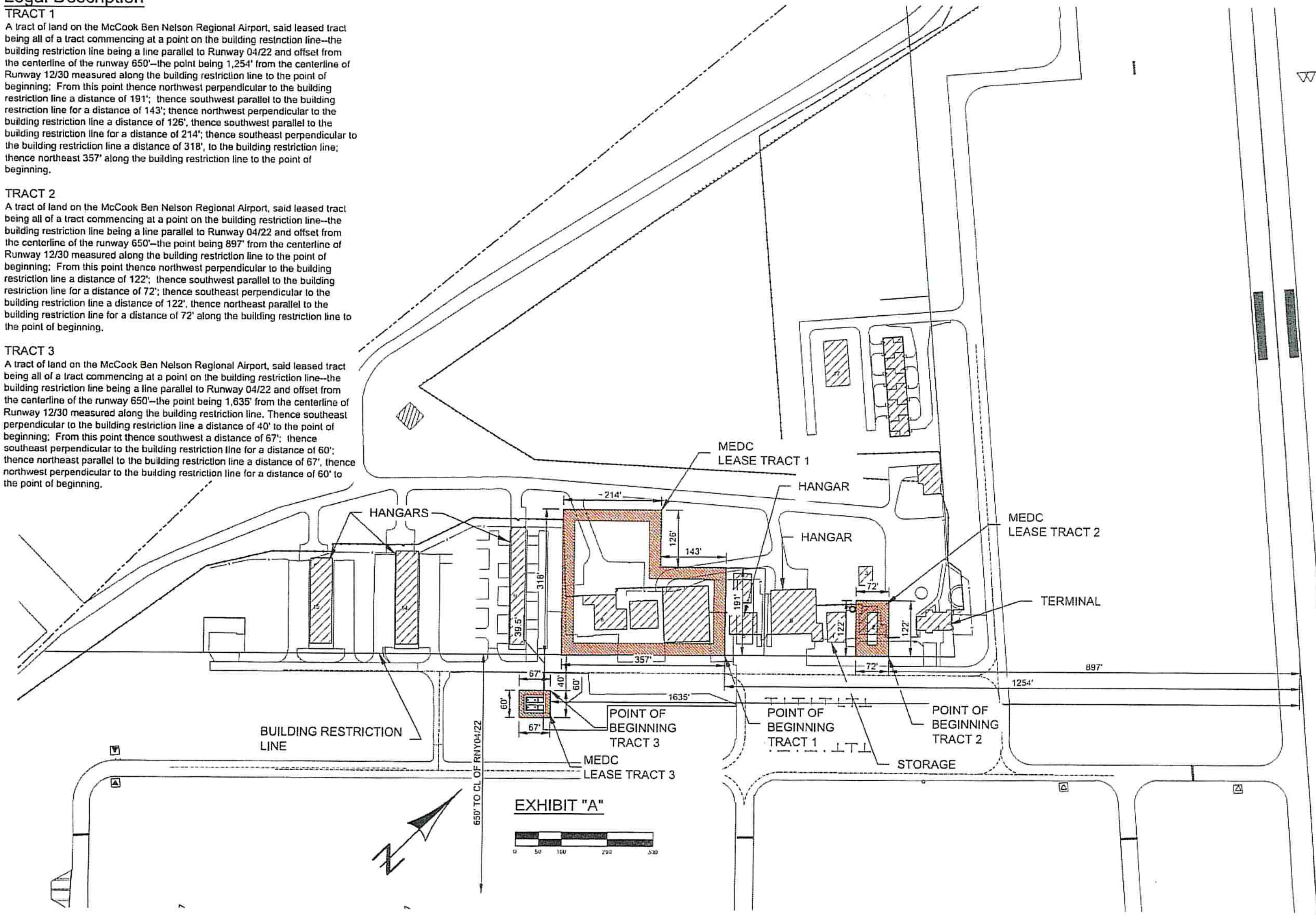

LEASE DESCRIPTION

MEDC

McCOOK BEN NELSON REGIONAL AIRPORT

DESIGN ASSOCIATES

DWG:	111-01 LEASE
DRAWN:	A.M PETERSON
CHECKED:	
REVISIONS	

DATE: JUNE 2020

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 MCCOOK CITY COUNCIL MEETING

ITEM NO. 6.G Approve Resolution No. 2026-29 adopting the Second Amendment to the City of McCook, Nebraska, Police Department Employees Retirement Plan and Trust..

BACKGROUND:

During the prior legislative session, LB 743 was adopted amending the Cities of the First Class Police officers Retirement Act. The required changes include: 1) a revision to the plan's distribution options to include ad hoc distributions as required by the Act; and 2) the adoption of a new resolution to account for the change.

APPROVALS:

______________________ September 3, 2026

Nathan A. Schneider, City Manager

Lea Ann Doak September 3, 2026

Lea Ann Doak, City Clerk

RESOLUTION NO. 2026-20

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

1. Adoption of Second Amendment to the City of McCook, Nebraska, Police Department Employees Retirement Plan and Trust: NOW, BE IT RESOLVED, that the City shall amend and it hereby does adopt a Second Amendment to the City of McCook, Nebraska, Police Department Employees Retirement Plan (the "Plan") in the form of the Second Amendment document attached hereto and by this reference fully incorporated herein. The purpose of said Amendment is to adopt certain changes enacted under the Cities of the First Class Police Officers Retirement Act pursuant to 2026 Nebraska Legislative Bill 743.

2. Authorization: NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Mayor and other appropriate elected officials and officers of the City of McCook shall be, and they hereby are, authorized to do all things necessary to carry out and accomplish the foregoing Resolution, including the execution of any document or amendment which may be necessary or appropriate to amend and administer the Plan, including such actions as may be necessary or appropriate to achieve and maintain qualification of the Plan under Section 401(a) of the Internal Revenue Code of 1986, as amended, as such sections apply to government plans.

PASSED AND APPROVED this 8TH day of September, 2026.

CITY OF MCCOOK, NEBRASKA

By: ______________________________

Its: ______________________________

ATTEST:

____
Lea Ann Doak, City Clerk-Treasurer

SECOND AMENDMENT

CITY OF MCCOOK, NEBRASKA, POLICE DEPARTMENT EMPLOYEES RETIREMENT PLAN AND TRUST

The City of McCook, Nebraska, Police Department Employees Retirement Plan and Trust (the "Plan"), as most recently amended and restated effective January 1, 2013, and as subsequently amended, is hereby amended to incorporate revisions to the Cities of the First Class Police Officers Retirement Act under Nebraska 2026 Legislative Bill 743, as follows:

I.

The first paragraph of Section 8.5 of the Plan is hereby amended to provide as follows:

> "In lieu of the normal form of retirement income provided under Sections 8.3 or 8.4 of this Article VIII, one of the following optional benefit forms may be selected by the Participant, each of which shall be the actuarial equivalent of the normal form of benefit
>
> (a) An annuity for the life of the Participant with a survivor annuity for the life of the beneficiary selected by the Participant equal to fifty percent (50%), seventy-five percent (75%) or one hundred percent (100%) of the annuity payable during the joint lives of the Participant and his or her designated beneficiary;
>
> (b) An annuity for the life of the Participant with monthly payments continuing to the Participant's designated beneficiary or beneficiaries if the Participant dies before he or she has received sixty (60), or one hundred twenty (120), or one hundred eighty (180) monthly payments (whichever option is selected), until the total number of monthly payments to the Participant and the designated beneficiary equals the guaranteed period selected by the Participant;
>
> (c) A single lump sum cash payment; or
>
> (d) One or more partial payments in an amount and frequency elected by the Participant."

II.

The foregoing amendments to the Plan shall supersede the existing provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. The remaining terms and provisions of the Plan are hereby confirmed and ratified in all respects except insofar as the foregoing provisions of this Amendment amend the same.

IN WITNESS WHEREOF, the City of McCook, Nebraska, as Employer, has caused this Second Amendment to the Plan to be executed by its duly authorized official, and the Trustee has caused this Second Amendment to be executed this ___________ day of _______________, 2026.

CITY OF MCCOOK, NEBRASKA,
Employer

By:
____

Official Title: ____________________________

TREASURER OF THE CITY OF MCCOOK, NEBRASKA, Trustee

By:
____

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 MCCOOK CITY COUNCIL MEETING

ITEM NO. 7.A. Update regarding the youth sports complex project.

BACKGROUND:

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

APPROVALS:

Nathan A. Schneider, City Manager — September 3, 2026

Lea Ann Doak — Lea Ann Doak, City Clerk — September 3, 2026

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: 7.B.

RECOMMENDATION:

Update City council on Wastewater bypass that occurred on August 27th, 2026

BACKGROUND:

The Wastewater Department discovered a broken 10" sewer main that runs parallel to the Kelley creek drainage East of the new sports complex. Large rainfalls had eroded the banks of the drainage enough to undermine the sewer main causing it to collapse. Required State agencies were immediately contacted and as soon as we had a plan of attack. We sent out a press release to the public when we had enough information to do so.

The sewer main was repaired and the banks stabilized at 3:30pm on August 31st. Staff will continue to monitor the creek with the guidance of the State of Nebraska and will report to the public with any updates.

FISCAL IMPACT:

APPROVALS:

Pat Fawver, Utilities Director — September 8, 2026

Nate Schneider, City Manager — September 8, 2026

Lea Ann Doak — Lea Ann Doak, City Clerk — September 8,2026

CITY MANAGER'S REPORT
September 8, 2026 CITY COUNCIL MEETING

7.C.

Overview: Statement of the City of McCook regarding License Platte Reader Camera

Background: The City has received a number of inquiries from residents about a camera device installed in the city boundaries near highway 83. The city of McCook does not own those cameras. The city did not purchase them, did not install them, does not operate them, does not maintain them, and does not pay for them. The City was not asked to approve their placement and no city approval was required.

The devices are placed in a state highway right of way. The State of Nebraska, not the City of McCook, controls that right away, and controls what is permitted to be placed in it. Because the City has no ownership interest in the cameras and no control over the ground that they sit on, the City has no legal authority to remove them, relocate them, or direct how they are used. A council vote directing removal would have no legal effect. The council encourages anyone with further questions to direct those questions to state or federal authorities who own those cameras.

FISCAL IMPACT: None.

___/s/Nathaniel Mustion___________________ September 2, 2026
Nathaniel Mustion, City Attorney

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: 7.D.

Approve Ordinance No. 2026-3119 providing for the adoption of the budget for FY 2026/2027 on its second of three readings.

BACKGROUND:

Ordinance No. 2026-3119 on its second reading, provides for the adoption of the budget for Fiscal Year 2026/2027 after discussion and consideration by the Council.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak
Lea Ann Doak, City Clerk — September 2, 2026

Tera Koetter (Fd)
Tera Koetter, Assistant City Manager — September 2, 2026

Nathan A. Schneider, City Manager — September 2, 2026

ORDINANCE NO. 2026-3119

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

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

<u>Section 1</u>. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2025, through September 30, 2026. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of McCook. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and the County Clerk of Red Willow County, Nebraska, for use by the levying authority.

<u>Section 2</u>. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED THIS 15th day of September, 2025.

-s- Linda Taylor, Ex-officio Mayor
and President of the Council

ATTEST:

-s- Lea Ann Doak
City Clerk

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: 7.E.

Approve Ordinance No. 2026-3120 providing for the adoption of the FY 2026/2027 Fiscal Year Employee Classification Pay Plan on its second of three readings.

BACKGROUND:

The attached ordinance provides for the adoption of the Employee Classification and Pay Plan for Fiscal Year 2026/2027.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak
Lea Ann Doak, City Clerk — September 2, 2026

Tera Koetter (lad)
Tera Koetter, Assistant City Manager — September 2, 2026

Nathan A. Schneider, City Manager — September 2, 2026

ORDINANCE NO. 2026-3120

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2026/2027 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. The 2026/2027 Employee Classification and Pay Plan shall be and is hereby adopted. Said Classification and Pay Plan is incorporated herein by reference the same as if set out in full. A copy of the Classification and Pay Plan shall be on file in the office of the City Clerk and is available for public inspection at any reasonable time. (Ref. City of McCook Code of Ordinances, § 30.075).

SECTION 2. The Employee Classification and Pay Plan shall be effective October 1, 2025.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED this ______ day of September, 2026.

____
Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

____
Lea Ann Doak, City Clerk-Treasurer

Publish: September .

CITY OF MCCOOK
CLASSIFICATION AND PAY PLAN
FY 2026-2027

(PAY GRADE)	POSITION	HOURLY/MONTHLY RATE			12-MONTH ANNUAL RANGE		
(S2T)	Temporary Seasonal - work less than 90-Days	13.500	-	16.280			
(S4)	Pool Seasonal	13.500	-	16.280			
	Seasonal II	15.260	-	19.000			
	Pool Guard	15.260	-	17.298			
	Assistant Pool Manager	16.000	-	18.315			
	Pool Manager	17.000	-	20.350			
(3P)	Permanent Part-Time (No annual range adjustment - employees eligible for annual COLA & merit)						
	Part-Time Senior Center Aide	15.000		20.900			
	Part-Time Transit Driver	15.930	-	21.830			
	Part-Time Clerical/Library Clerical	16.172	-	22.060			
	Part-Time Custodian/Maintenance	16.263	-	23.379			
(100)	Full-Time Custodial/Maintenance	16.263	-	23.379	33,827	-	48,629
	Public Transportation Driver						
(105)	Assistant Cook	16.594	-	21.273	34,516	-	44,248
(110)	Clerk II (Public Transit Dispatcher)	17.130	-	24.089	35,630	-	50,106
(115)	Head Cook	17.933	-	26.765	37,300	-	55,671

(PAY GRADE)	POSITION	HOURLY/MONTHLY RATE	12-MONTH ANNUAL RANGE
(120)	Circulation Librarian	18.185 - 23.925	37,824 - 49,764
(125)	Laborer I Equipment Operator I	19.555 - 27.250	40,675 - 56,681
(130)	Juvenile Services Librarian	19.624 - 26.833	40,817 - 55,813
(135)	Transfer Station Administration Assistant	19.795 - 27.332	41,174 - 56,850
(140)	Public Safety Administration Assistant	19.950 - 27.648	41,496 - 57,508
(145)	Catalogue/Media Librarian	19.956 - 26.969	41,509 - 56,095
(150)	Administration Assistant - Admin Office	20.235 - 28.253	42,088 - 58,766
(155)	Laborer II	20.769 - 29.453	43,200 - 61,261
(160)	Refuse Collection Driver	20.779 - 27.482	43,221 - 57,162
(165)	Utility Service Technician I	21.074 - 29.682	43,834 - 61,739
(170)	Financial Administrative Assistant	21.208 - 29.677	44,112 - 61,728
(175)	Equipment Operator II	21.349 - 29.634	44,405 - 61,639
(180)	Disposal Plant Operator I	22.236 - 31.241	46,251 - 64,980
(185)	Equipment Operator III Tractor-Trailer Operator	22.274 - 30.549	46,329 - 63,542

(PAY GRADE)	POSITION	HOURLY/MONTHLY RATE	12-MONTH ANNUAL RANGE
(190)	E911 Office Coordinator	22.300 - 30.598	46,385 - 63,644
(195)	Disposal Plant Operator II	23.510 - 33.408	48,901 - 69,489
(200)	Utility Service Technician II	23.863 - 34.249	49,635 - 71,237
(205)	Mechanic	24.260 - 34.410	50,460 - 71,572
(210)	Disposal Plant Operator III/Foreman Water Plant Operator I	24.784 - 35.576	51,551 - 73,997
(215)	Equipment Operator/Groundskeeper II - Parks Equipment Operator/Groundskeeper II - Street	24.945 - 33.392	51,886 - 69,455
(220)	Deputy City Clerk	24.967 - 35.797	51,930 - 74,458
(225)	Cemetery Sexton	25.181 - 34.934	52,376 - 72,663
(230)	Water Plant Operator II	26.006 - 34.934	54,092 - 72,663
(235)	Airport Maintenance Operator	26.890 - 34.589	55,932 - 71,946
(240)	Laborer Foreman	27.515 - 38.937	57,230 - 80,990
(245)	Building Inspector/Code Compliance Officer	29.570 - 38.713	61,505 - 80,523
(250)	Police Sergeant (42 hour) Sergeant/Patrol Supervisor	31.540 - 42.128	68,884 - 92,008
(255)	Human Resource Coordinator	31.597 - 45.511	65,721 - 94,664

(PAY GRADE)	POSITION	HOURLY/MONTHLY RATE			12-MONTH ANNUAL RANGE		
(260)	Library Director	32.196	-	41.782	66,968	-	86,907
	Senior Services Director						
	Public Works Superintendent						
	Solid Waste Superintendent						
	Wastewater Superintendent						
	Water Superintendent						
(265)	City Clerk/Treasurer	42.995	-	59.900	89,430	-	124,591
	Utilities Director						
	Public Works Director						
	Assistant City Manager						
(270)	Fire Chief	44.859	-	57.683	93,306	-	119,981
	Chief of Police						

NOTE:
20 hour/week = 1,040 hour/year
30 hour/week = 1,560 hour/year
40 hour/week = 2,080 hour/year
42 hour/week = 2,184 hour/year
56 hour/week = 2,912 hour/year

CITY OF MCCOOK

FY 2025/2026 (12 MONTH)

PERSONNEL SCHEDULE

PAY GRADE	POSITION	FULL TIME EQUIVALENCY
GENERAL FUND		
ADMINISTRATION		
	City Manager	1.00
265	Assistant City Manager	1.00
265	City Clerk/Treasurer	1.00
255	Human Resource Coordinator	1.00
220	Deputy City Clerk	1.00
170	Financial Administrative Assistant	1.00
3P	Part-Time Clerical	.50
Total Full-Time Equivalency		6.50
AUDITORIUM		
3P	Part-Time Custodian/Maintenance	.50
Total Full-Time Equivalency		.50
POLICE		
270	Police Chief	1.00
250	Sergeant/Patrol Supervisor	4.00
190	E911 Office Coordinator	1.00
140	Administrative Assistant-Public Safety	1.00
Union	Detective	2.00
Union	Patrol Officer	8.00
Union	Patrol Officer (School Resource Officer)	1.00
Union	Public Safety Dispatcher	6.00
Total Full-Time Equivalency		24.00

PAY GRADE	POSITION	FULL TIME EQUIVALENCY
FIRE		
270	Fire Chief	1.00
140	Administrative Assistant-Public Safety	1.00
Union	Lieutenant Firefighter/Paramedic	3.00
Union	Firefighter/Paramedic/EMT	6.00
Full-Time Equivalency		11.00
BUILDING AND ZONING		
245	Bldg Inspector/Code Compliance Officer	1.00
Full-Time Equivalency		1.00
LIBRARY		
260	Library Director	1.00
145	Catalogue/Media Librarian	1.00
130	Juvenile Services Librarian	1.00
120	Circulation Librarian	1.00
3P	Part-Time Custodian/Maintenance	.50
3P	Part-Time Clerical	.67
Full-Time Equivalency		5.17
STREET		
265	Public Works Director	.92
260	Public Works Superintendent	1.00
215	Equipment Operator/Groundskeeper II	1.00
205	Mechanic	1.00
185	Equipment Operator III	1.00
155	Laborer II	1.00
	Seasonal Help	
Full-Time Equivalency		5.92

PAY GRADE	POSITION	FULL TIME EQUIVALENCY
CEMETERY		
225	Sexton	1.00
155	Laborer II	1.00
	Seasonal Help	
Full-Time Equivalency		2.00
PARKS		
215	Equipment Operator/Groundskeeper II	1.00
155	Laborer II	1.00
	Seasonal Help	
Full-Time Equivalency		2.00
BALL PARKS		
155	Laborer II	1.00
	Seasonal Help	
Full-Time Equivalency		1.00
POOL		
	Seasonal	
Full-Time Equivalency		.00
AIRPORT		
235	Airport Maintenance Operator	1.00
Full-Time Equivalency		1.00
SENIOR CENTER		
260	Senior Services Director	.75
115	Head Cook	1.00
110	Clerk II (Public Transit Dispatcher)	.25
105	Assistant Cook	2.00
3P	Part-Time Custodian/Maintenance	.67
Full-Time Equivalency		4.67

PAY GRADE	POSITION	FULL TIME EQUIVALENCY

PUBLIC TRANSPORTATION

260	Senior Services Director	.25
110	Clerk II (Public Transit Dispatcher)	.75
100	Public Transportation Driver	1.00
3P	Part-Time Custodian/Maintenance Substitute Driver	.33
Full-Time Equivalency		2.33

ENTERPRISE FUNDS

SOLID WASTE - RECYCLING

135	Administrative Asst./Transfer Station Asst.	.25
125	Laborer I	1.00
Full-Time Equivalency		1.25

SOLID WASTE - COLLECTION

265	Public Works Director	.08
260	Solid Waste Superintendent	.50
185	Equipment Operator III	.50
160	Refuse Collection Driver	2.00
125	Laborer I	.50
Full-Time Equivalency		3.58

SOLID WASTE - TRANSFER STATION

260	Solid Waste Superintendent	.50
205	Mechanic	1.00
185	Equipment Operator III	.50
135	Administrative Asst/Transfer Station Asst.	.75
125	Laborer I	.50
Full-Time Equivalency		3.25

PAY GRADE	POSITION	FULL TIME EQUIVALENCY
SOLID WASTE - DISPOSAL		
185	Tractor/Trailer Operator	2.00
Full-Time Equivalency		2.00
WATER		
265	Utilities Director	.50
260	Water Superintendent	1.00
240	Laborer Foreman	1.00
230	Water Plant Operator II	1.00
210	Water Plant Operator I	1.00
200	Utility Service Technician II	1.00
165	Utility Service Technician I	2.00
150	Administrative Assistant	1.00
Full-Time Equivalency		8.50
SEWER		
265	Utilities Director	.50
260	Wastewater Superintendent	1.00
210	Disposal Plant Operator III/Foreman	1.00
180	Disposal Plant Operator I	2.00
150	Administrative Assistant	1.00
	Seasonal Help	
Full-Time Equivalency		5.50

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: Presentation by Tyler McCarty, Lead Pastor, McCook Christian Church, regarding the McCook City Auditorium.

BACKGROUND:

Tyler McCarty, Lead Pastor of the McCook Christian Church has requested to be on the agenda for their presentation regarding the McCook City Auditorium.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak
Lea Ann Doak, City Clerk — September 4, 2026

Nathan A. Schneider, City Manager — September 4, 2026

CITY MANAGER'S REPORT
SEPTEMBER 8, 2026 CITY COUNCIL MEETING

ITEM: **7.G.**

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
Lea Ann Doak, City Clerk

September 2, 2026