

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, June 2, 2025
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Jeff Donelan, McCook Evangelical Free Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.

2. Consent Agenda.

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

A. Approve the minutes of the May 19, 2025 regular City Council meeting.

B. Approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show, including the bandshell and electricity, on September 20, 2025; for the closing of the north-bound lane of Norris Avenue from "G" Street to "H" Street and the 100 block of East "G" Street beginning at 1:00 P.M. on Friday, September 19, 2025 until Saturday, September 20, 2025 at 8:00 P.M., the 700 and 800 blocks of East 1st, the 100 and 200 blocks of East "H" Street from 5:00 A.M. to 8:00 P.M. on September 20, 2025, the 100 block of West "G" street from 5:00 A.M. on Saturday, September 20, 2025 until after the parade; to close Norris Avenue from East "D" Street to East "E" Street on September 20, 2025 between 3:00 P.M. and 10:00 P.M. for Oktober festivities; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 20, 2025; and to allow the use of the McCook City Library parking lot for additional parking.

C. Approve the McCook Area Chamber of Commerce request to close Norris Avenue between "B" Street and "D" Street; to close West "C" Street between Norris Avenue and West 1st Street; to close East "C" Street between Norris

Avenue and East 1st Street on July 17, 2025 from 4:00 P.M. to 10:00 P.M. for the Third Thursday Family Fun on the Bricks event.

- D. Authorize and approve the submission of a Robert Daugherty Foundation grant.
 - E. Approve FAA Contract No: 697DCM-25-L-00122 an On-Airport Memorandum of Agreement (MOA) with the Federal Aviation Administration at McCook Ben Nelson Regional airport and authorize the Mayor to sign.
 - F. Award the contract for the construction of a new Self Service Jet A and 100LL Fuel facility to Hackel Construction of Ord, Nebraska in the base bid amount of \$1,234,668.56, that being the lowest best bid, this award being subject to the approval and grant offer from the FAA.
 - G. Approve the request from Tricia Wagner to block parking stalls on the east side of West 1st Street just north of West "C" Street from 12:00 P.M. to 3:00 P.M. on Saturday, June 28, 2025 for photo opportunities of the car show entries of the 9th Annual Cruisin' the Bricks Cruise Night and Car Show.
 - H. Ratify the Mayor's appointments to the Health Board - reappoint Nate Schneider, Kevin Hodgson, Linda Taylor, Dr. Jason Blomstedt, and May Beth Eisenmenger - terms expired June 2026 and to the Planning Commission - appoint Bobby Gaulke to replace Mark Currier as alternate - term expires March 2027.
 - I. Approve the application of the McCook Rotary Club for the temporary closure of City streets for the celebration of National Night Out around Norris Park, including the northbound lane of the 700 block Norris Avenue, the 700 block of East 1st Street; the 100 block of East "H" Street and the 100 block of East "G" Street from 6:00 P.M. till 8:00 P.M. on August 5, 2025.
3. Regular Agenda.
- A. Approve the request from Ronda Graff, the Local Tour De Nebraska Committee, along with the Tour De Nebraska Staff to use Kelley Park and to suspend the park curfew to allow for camping beginning on Friday, June 27, 2025 through Sunday, June 29, 2025.
 - B. Receive and put on file a renewed request from the McCook Chamber of Commerce for ACE funds to assist with the City of McCook's event promotions.
 - C. Update regarding the sports complex project.
 - D. Update regarding the McCook Ben Nelson Regional Airport.
 - E. Discussion regarding a potential ordinance establishing an occupation tax for mobile phones and amending the current occupation tax on all other telephone services to achieve occupaton tax uniformity between land line and mobile phone services.
 - F. Consider Ordinance No. 2025-3103 amending the City of McCook Code of Ordinances Chapter 90, entitled "Animals" in Title IV, "General Regulations", amending Section 90.01 - Running at Large Prohibited, and Section 90.99 - Penalty.
 - 1. Chairperson asks Clerk to read Ordinance No. 2025-3103 by title.
 - 2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.

3. Final passage of Ordinance No. 2025-3103.
4. Chairperson declaration after vote and passage, if approved.

G. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
JUNE 2, 2025 CITY COUNCIL MEETING**

ITEM: 2.A.

Approve the minutes of the May 19, 2025 regular Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 29, 2025

McCook City Council
May 19, 2025
5:30 P.M. Central

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, Darcy Rambali.

Absent: Councilmember Jared Muehlenkamp.

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

Taylor: YEA, Calvin: YEA, Weedin: YEA, Rambali: YEA
YEA: 4, NAY: 0

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on May 15, 2025, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Taylor announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Invocation was provided by Jamie Mockry. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

1. Announcements & Recognitions.

There were no announcements or recognitions.

2. Proclamations.

- 2.A. Approve the proclamation designating May 18 - 24, 2025 as "Emergency Medical Services Week" and authorize the Mayor to sign.

Fire Chief Harpham presented the proclamation.

Motion to approve the proclamation designating May 18 - 24, 2025 as "Emergency Medical Services Week" and authorize the Mayor to sign. This motion, made by Weedon and seconded by Taylor, passed.

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

2.B. Approve the proclamation designating the week of May 18 - 24, 2025 as "National Public Works Week" and authorize the Mayor to sign.

Public Works Director Potthoff presented the proclamation.

Motion to approve the proclamation designating the week of May 18 - 24, 2025 as "National Public Works Week" and authorize the Mayor to sign. This motion, made by Taylor and seconded by Weedon, passed.

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

3. 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 Rambali and seconded by Calvin, passed.

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

3.A. Approve the minutes of the May 5, 2025 regular City Council meeting.

3.B. Receive and file the claims for the month of April, 2025, published May 13, 2025.

3.C. Receive and file the Financial Report for the period ending April 30, 2025.

3.D. Adopt Resolution No. 2025-10 granting a Waiver of Payment in Lieu of Taxes to the McCook Housing Agency.

4. Regular Agenda.

4.A. Approve the First Amendment to the Agreement between the City of McCook and Mammoth Sports Construction, LLC for the construction of the Gerald L. Walters Youth Sports Complex.

City Manager Schneider gave an update of the sports complex project. Staff continues to work on grants and met with D.A. Davidson regarding the issuance of the bond for construction of the complex. The Sports Complex Committee met and voted to recommend approval of the design

proposed by Mammoth Construction.

Members of the Mammoth Construction team were present to address any questions from the Council regarding the proposed First amendment to their agreement for construction of the complex.

Motion to approve the First Amendment to the Agreement between the City of McCook and Mammoth Sports Construction, LLC for the construction of the Gerald L. Walters Youth Sports Complex. This motion, made by Calvin and seconded by Weedon, passed.

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

4.B. Council Comments.

There were no council comments.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:03 P.M.

Linda Taylor, Ex-officio Mayor
and Council Present

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
JUNE 2, 2025 CITY COUNCIL MEETING

ITEM: **2.B.**

Approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show, including the bandshell and electricity, on September 20, 2025; for the closing of the north bound lane of Norris Avenue from "G" Street to "H" Street and the 100 block of East "G" Street beginning at 1:00 p.m. on Friday, September 19, 2025 until Saturday September 20, 2025 at 8:00 p.m., the 700 and 800 blocks of East 1st, the 100 and 200 blocks of East "H" Street from 5:00 A.M. to 8:00 P.M. on September 20, 2025, the 100 block of West "G" street from 5:00 a.m. on Saturday September 20, 2025 until after the parade; to close Norris Avenue from East "D" Street to East "E" Street on September 20, 2025 between 3:00 p.m. and 10:00 p.m. for Oktober festivities; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 20, 2025; and to allow the use of the McCook City Library parking lot for additional parking.

BACKGROUND:

The McCook Area Chamber of Commerce requests permission to conduct their annual Heritage Days activities in McCook on September 19th and 20th, 2025.

The Chamber of Commerce requests to conduct a parade beginning at 10:00 A.M. on Saturday, September 20, 2025. The parade will necessitate the temporary closing of much of Norris Avenue and West "C" Street during the parade.

The Chamber of Commerce also requests the use of Norris Park, including the bandshell and electricity, as well as the closing of the 700 and 800 blocks of East 1st Street, the 100 and 200 blocks of East "H", the 100 block of East "G" Street and Norris Avenue from East "G" to East "H". The Chamber is also requesting the closing of the 100 block of West "G" street prior to the parade for the staging of parade entries. Overnight parking is also requested for the craft show vendors. Their request also includes permission to use the City Library parking lot for additional vendor parking.

The Chamber of Commerce is also requesting permission to close Norris Avenue between "D" Street and "E" Street for the Oktober festivities on September 20, 2025 from 3:00 p.m. to 10:00 p.m.

A certificate of Insurance Coverage has been requested.

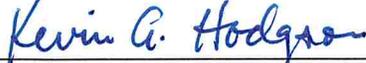
**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

May 28, 2025



Kevin Hodgson, Police Chief

May 28, 2025



Nate Schneider, City Manager

May 28, 2025

potthoff@cityofmccook.com

From: ldoak@cityofmccook.com
Sent: Thursday, May 15, 2025 9:05 AM
To: 'Sarah Schneider'; 'Kyle Potthoff'; 'Nate Schneider'
Subject: RE: Council Meeting/Street Closure Request

Sarah was okay with us moving these requests the June 2 meeting.

Lea Ann Doak, CMC

City Clerk-Treasurer
505 West "C" Street
PO Box 1059
McCook NE 69001-1059
308-345-2022 ext. 226
308-345-1461 (Fax)

From: Sarah Schneider <director@mccookchamber.org>
Sent: Tuesday, May 13, 2025 5:05 PM
To: Kyle Potthoff <potthoff@cityofmccook.com>; Clerk Lea Ann Doak <ldoak@cityofmccook.com>; Nate Schneider <nschneider@cityofmccook.com>
Subject: Council Meeting/Street Closure Request

Please consider this a formal request to be added to the May 19th McCook City Council agenda for approval of the following requests from the McCook Chamber of Commerce in regard to ACE Funds, Third Thursday event, and Heritage Days. I have broken the request apart to ease in understanding, but if it is still unclear, please let me know.

The McCook Chamber of Commerce is requesting \$6,000 in ACE Funds from the McCook City Council.

These funds would be allocated to:
Advertising for Chamber Events
Promoting local shopping
Social Media/Business Promotion
Stimulating Local Community Economic Development

1. Permission to close Norris Avenue between East "B" and East "D" Streets, "C" Street between Norris and West 1st Street and East 1st Street, on July 17th for the Third Thursday event Family Fun on the Bricks from 4pm to 10pm.
2. Permission to hold the annual Heritage Days Parade on September 20th. The parade will begin at 10:00am with the flag ceremony at the Norris Avenue flagpole at 9:45am. The route is the same as in 2024, and begins at East "F" Street, proceeds south on Norris Avenue to East "C" Street and then turns west toward West 5th Street. The parade will fall out and disband when they arrive at West 5th St. Parade entries will be lined up on both sides of Norris Avenue from East "F" Street north to East "O" Street.
3. Norris Park and surrounding road area closure request

- a. Permission to use Norris Park for our annual Heritage Days Arts and Crafts Show on Saturday, September 20th.
 - b. Use of the electricity at Norris Park as in years past for the food vendors. Electricity will come from the power pole on the south side of the park as well as the bandshell.
 - c. Use of the bandshell for stage entertainment.
 - d. Permission to close East Norris Ave (northbound) and East "G" Street from Norris Avenue to East 1st Street on Friday, September 19th afternoon beginning at 1 pm so that our vendors are able to set up.
 - e. Permission to close the streets around Norris Park for September 20th . These roads include East "H" Street, East "G" Street, and East 1st St. They should be blocked off at 5:00am Saturday and remain closed throughout the day opening back up at 8:00pm. East "H" Street should be closed from Norris Ave. to East 2nd Street. East 1st Street should be closed from East "G" Street to East "I" Street.
 - f. Permission to close East "G" St. between Norris Ave. and West 1st St. be closed to vehicle parking.
 - g. Permission to block Norris Ave. after the parade on Saturday from East "G" Street to East "H" Street.
4. Permission to use the McCook City Library parking lot for additional parking for vendors attending arts and crafts shows.
 5. Norris Avenue between East "D" and East "E" road closure request.
 - a. Permission to close Norris Avenue between East "D" and East "E" street for Oktoberfest festivities beginning at 3pm to 10pm.

I will be available to speak to this request at the May 19th City Council meeting. Please let me know if you need anything further.

Sarah Schneider

Director

McCook Chamber of Commerce

402 Norris Avenue | Suite 316

McCook, NE 69001

308.345.3200

director@mccookchamber.org



Involvement | Education | Advocacy | Marketing

**CITY MANAGER'S REPORT
JUNE 2, 2025 CITY COUNCIL MEETING**

ITEM: **2.C.**

Approve the McCook Area Chamber of Commerce request to close Norris Avenue between "B" Street and "D" Street; to close West "C" Street between Norris Avenue and West 1st Street; to close East "C" Street between Norris Avenue and East 1st Street on July 17, 2025 from 4:00 p.m. to 10:00 p.m. for the Third Thursday Family Fun on the Bricks event.

BACKGROUND:

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A certificate of Insurance Coverage has been requested.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

May 28, 2025



Kevin Hodgson, Police Chief

May 28, 2025



Nate Schneider, City Manager

May 28, 2025

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To: Kyle Potthoff; Clerk Lea Ann Doak; Nate Schneider
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- c. Use of the bandshell for stage entertainment.
- d. Permission to close East Norris Ave (northbound) and East "G" Street from Norris Avenue to East 1st Street on Friday, September 19th afternoon beginning at 1 pm so that our vendors are able to set up.
- e. Permission to close the streets around Norris Park for September 20th . These roads include East "H" Street, East "G" Street, and East 1st St. They should be blocked off at 5:00am Saturday and remain closed throughout the day opening back up at 8:00pm. East "H" Street should be closed from Norris Ave. to East 2nd Street. East 1st Street should be closed from East "G" Street to East "I" Street.
- f. Permission to close East "G" St. between Norris Ave. and West 1st St. be closed to vehicle parking.
- g. Permission to block Norris Ave. after the parade on Saturday from East "G" Street to East "H" Street.

4. Permission to use the McCook City Library parking lot for additional parking for vendors attending arts and crafts shows.

5. Norris Avenue between East "D" and East "E" road closure request.

**CITY MANAGER'S REPORT
JUNE 2, 2025 MCCOOK CITY COUNCIL MEETING**

2.D.
ITEM NO. ___ Authorize and approve the submission of a Robert Daugherty Foundation grant.

BACKGROUND:

City of McCook staff members and its contracted grant writer, Jessica Bortner, are nearing completion of a Robert Daugherty Foundation grant application in relation to the P.F.C. Gerald L. Walters Youth Sports Complex. As a condition of the grant, authorization to submit the grant must be granted by the City of McCook's governing body.

APPROVALS:



Nathan A. Schneider, City Manager

May 28, 2025



Lea Ann Doak, City Clerk

May 28, 2025



Tera Koetter, Assistant City Manager

May 28, 2025



Kyle Potthoff, Public Works Director

May 28, 2025

**CITY MANAGER'S REPORT
JUNE 2, 2025 CITY COUNCIL MEETING**

ITEM: 2.E.

RECOMMENDATION:

APPROVE FAA CONTRACT NO: 697DCM-25-L-00122 AN ON-AIRPORT MEMORANDUM OF AGREEMENT (MOA) WITH THE FEDERAL AVIATION ADMINISTRATION AT MCCOOK BEN NELSON REGIONAL AIRPORT AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

The FAA owns and operates multiple pieces of navigational aid equipment at McCook Ben Nelson Regional Airport. In order for them to do this, McCook has had a Master Site Lease in place for many years. The original site lease was signed in 1976. The current Site Lease, DTFACE-06-L-00020 which was signed in 2005 will expire on September 30, 2025, thus the need for a renewal. The new Site Lease agreement is in the form of an On-Airport Memorandum of Agreement (MOA) and will be in effect through September 30, 2045 and will succeed the current Master Site Lease Agreement.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

May 28, 2025



Nate Schneider, City Manager

May 28, 2025

ON-AIRPORT MEMORANDUM OF AGREEMENT (MOA)

Between

**THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CITY OF McCOOK, NEBRASKA

FAA CONTRACT NO: 697DCM-25-L-00122

ATID/FACILITY TYPE: (MCK) / MOA

LOCATION: McCook, Nebraska

1. **Preamble (09/2021) 6.1.1** This Memorandum of Agreement for real property is hereby entered into by and between City of McCook, Nebraska, hereinafter referred to as the Airport and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds Contract No. DTFACE-06-L-00020 and all other previous agreements between the parties for the property described in this document.

4. **Witnesseth (MOA) (09/2021) 6.1.3-1** Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and

direct support of the ongoing operation of the McCook Ben Nelson Regional Airport; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids.

Now, therefore, the parties mutually agree as follows:

5. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
6. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
7. **Term (No Cost) (07/2022) 6.2.3-1** To have and to hold, for the term commencing on October 1, 2025 and continuing through September 30, 2045.
8. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.
9. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.
10. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.
11. **FAA Facilities for MOA (09/2021) 6.2.7** The Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon. The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities."

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or

telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as McCook Ben Nelson Regional Airport to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. This contract includes the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. The Government shall have the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. The Government shall also have the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

12. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

A. **Officials Not To Benefit (09/2021) 6.3.0-2**

B. **Contracting Officer's Representative (09/2021) 6.3.0-4**

C. **Contingent Fees (09/2021) 6.3.0-5**

13. **Title to Improvements (09/2021) 6.3.5** Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.

14. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

15. **Changes, Modifications (01/2022) 6.3.8-1** The RECO may at any time, by written order via Supplemental Agreement, make changes to this contract. The modification shall cite the subject

contract, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this contract.

16. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
17. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.
18. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
19. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26-1** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor.
20. **Interference with FAA Operations (09/2021) 6.3.28-2** The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or to allow any natural growth that the Government determines would interfere with the proper operations of Government facilities. The Airport agrees to keep areas around the Government's navigational aids mowed at all times to a height so that weeds and vegetation will not be an obstruction to such operation or maintenance of these facilities.
21. **Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
22. **Compliance with Applicable Laws (01/2023) 6.3.31-1** This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

23. **Notification of Change in Ownership or Control of Land (10/2022) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.
24. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
25. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
26. **Disputes (01/2022) 6.3.39-1** Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved upon joint agreement of management representatives from both parties. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.
27. **Hazardous Substance Contamination (09/2021) 6.8.1** The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.
28. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
City of McCook, Nebraska
505 West C Street
P.O. Box 1059
McCook, NE 69001

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76177

29. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

CITY OF McCOOK, NEBRASKA

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION
ADMINISTRATION

By: _____

By: _____

Nathan Schneider

Amanda J. Ramos

City Manager

Real Estate Contracting Officer

Date: _____

Date: _____

DATED October 1, 2025

LIST OF FACILITIES

MEMORANDUM OF AGREEMENT

697DCM-25-L-00122

McCook Ben Nelson Regional Airport – McCook, Nebraska

<u>Number</u>	<u>Facility</u>	<u>R/W (ATID) Number</u>	<u>Comments</u>
1	MALSR	12 (MCK)	Facility Site, equipment shelter, restricted critical area, access road
2	LOC/DME	12 (MCK)	Antenna site, equipment shelter site, restricted critical area, access road (DME ATID MCKA)
3	GS	12 (MCK)	Facility equipment shelter site, restricted critical area, access road
4	PAPI	12 (MCK)	Facility site
5	REIL	30 (MCKA)	Facility site
6	VASI	30 (MCKA)	Facility site
7	ASOS	(MCK)	Sensor group site, ACU is located in Terminal Building
8	BUEC	(MCK)	Co-located with VOR/DME
9	RCO	(MCK)	Co-located with VOR/DME
10	VOR/DME	(MCK)	Facility site, restricted critical area, access road.

**CITY MANAGER'S REPORT
JUNE 2, 2025 CITY COUNCIL MEETING**

ITEM: 2.F.

RECOMMENDATION:

AWARD THE CONTRACT FOR THE CONSTRUCTION OF A NEW SELF SERVICE JET A AND 100LL FUEL FACILITY TO HACKEL CONSTRUCTION OF ORD, NEBRASKA IN THE BASE BID AMOUNT OF \$1,234,668.56, THAT BEING THE LOWEST BEST BID, THIS AWARD BEING SUBJECT TO THE APPROVAL AND GRANT OFFER FROM THE FAA.

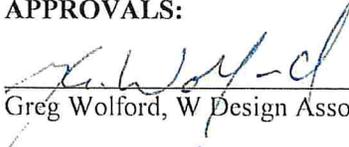
BACKGROUND

Bids were opened for this project on May 20, 2025 and attached is a tabulation of bids received. The low bid is under the Engineer's Estimate and we have received tentative approval from the FAA to proceed with the award.

Hackel Construction has worked at the Airport for the City in the past, having satisfactorily completed the last hangar project in 2016.

FISCAL IMPACT: None.

APPROVALS:



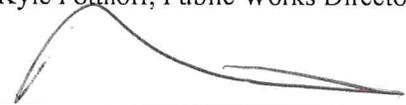
Greg Wolford, W Design Associates

Date: 27 May 25



Kyle Potthoff, Public Works Director

Date: 5/27/25



Nate Schneider, City Manager

Date: 5/28/25

Bid Tabulation - Project No. 3-31-0050-20/21
City of McCook - Ben Nelson Regional Airport
5/20/2025

Item	Est. Quantity	Units	Hackel Construction 47407 808th Rd. Ord, NE 68862		Paulsen Inc P. O. Box 17 Cozad, NE 69130		Engineer's Estimate		Total Price	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1 C-105 Mobilization	1	L.S.	\$ 112,250.00	\$ 112,250.00	\$ 83,000.00	\$ 83,000.00	\$ 85,000.00	\$ 85,000.00	\$ -	\$ -
2 P-152-4.1 Unclassified Excavation	778	Cu. Yds.	\$ 22.39	\$ 17,419.42	\$ 28.00	\$ 21,784.00	\$ 10.00	\$ 7,780.00	\$ -	\$ -
3 P-152-5.2 Embankment	49	Cu. Yds.	\$ 27.00	\$ 1,323.00	\$ 28.00	\$ 1,372.00	\$ 50.00	\$ 2,450.00	\$ -	\$ -
4 P-154-5.1 Subbase Course	2763	Sq. Yds.	\$ 32.58	\$ 90,018.54	\$ 23.00	\$ 63,549.00	\$ 20.00	\$ 55,260.00	\$ -	\$ -
5 P-501-8.1 Concrete Pavement 6"	2563	Sq. Yds.	\$ 78.70	\$ 201,708.10	\$ 77.00	\$ 197,351.00	\$ 80.00	\$ 205,040.00	\$ -	\$ -
6 P-501-8.1 Concrete Pavement 12"	125	Sq. Yds.	\$ 407.01	\$ 50,876.25	\$ 127.00	\$ 15,875.00	\$ 120.00	\$ 15,000.00	\$ -	\$ -
7 Barricades	1	Lump Sum	\$ 5,106.25	\$ 5,106.25	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -
8 C-100 Contractor Quality Control Program	1	Lump Sum	\$ 34,590.00	\$ 34,590.00	\$ 38,000.00	\$ 38,000.00	\$ 65,000.00	\$ 65,000.00	\$ -	\$ -
9 C-102-5.1e Installation and Removal of Silt Fence	235	Lin. Ft.	\$ 7.00	\$ 1,645.00	\$ 10.00	\$ 2,350.00	\$ 6.00	\$ 1,410.00	\$ -	\$ -
10 T-901 Seeding	5	MSF	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 500.00	\$ 2,500.00	\$ -	\$ -
11 100 LL Tank and Dispensing System	1	Each	\$ 291,473.00	\$ 291,473.00	\$ 393,000.00	\$ 393,000.00	\$ 240,000.00	\$ 240,000.00	\$ -	\$ -
12 Jet A Tank and Dispensing System	1	Each	\$ 363,253.00	\$ 363,253.00	\$ 498,000.00	\$ 498,000.00	\$ 350,000.00	\$ 350,000.00	\$ -	\$ -
13 Electrical and Communications for Fuel Facility	1	Lump Sum	\$ 60,006.00	\$ 60,006.00	\$ 182,000.00	\$ 182,000.00	\$ 70,000.00	\$ 70,000.00	\$ -	\$ -
Contingency	1	Lump Sum			\$ 112,444.00	\$ 112,444.00	\$ 112,444.00	\$ 112,444.00	\$ -	\$ -
Total Base Bid				\$ 1,234,668.56		\$ 1,521,281.00		\$ 1,236,884.00		\$ -
Addenda #1, #2 & #3			Yes	Yes	Yes	Yes				
Bid Bond			Yes	Yes	Yes	Yes				
ALTERNATE NO. 1 - Add an ATA 130 Filtration System to the Jet A Tank										
1 ATA 103 Filtration System for Jet A	1	Each	\$ 42,412.00	\$ 42,412.00	\$ 25,000.00	\$ 25,000.00	\$ 44,000.00	\$ 44,000.00	\$ -	\$ -
2 Upgrade Electrical Service to Accommodate Filtration System	1	Lump Sum	\$ 1,180.00	\$ 1,180.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -
ALTERNATE NO. 1 TOTAL				\$ 43,592.00		\$ 32,500.00		\$ 59,000.00		\$ -
Highlight Denotes Math Error										

**CITY MANAGER'S REPORT
JUNE 2, 2025 CITY COUNCIL MEETING**

ITEM: 2.G.

RECOMMENDATION:

APPROVE THE REQUEST FROM TRICIA WAGNER TO BLOCK PARKING STALLS ON THE EAST SIDE OF WEST 1ST STREET JUST NORTH OF WEST "C" STREET FROM 12:00 P.M. TO 3:00 P.M. ON SATURDAY JUNE 28, 2025 FOR PHOTO OPPORTUNITIES OF THE CAR SHOW ENTRIES OF THE 9TH ANNUAL CRUISIN' THE BRICKS CRUISE NIGHT AND CAR SHOW:

BACKGROUND:

This request from Tricia Wagner is in conjunction with the 9th Annual Cruisin' the Bricks Cruise Night and Car Show to be held on June 28, 2025. This request will allow for car show entries to be photographed in front of the mural on West 1st Street. Tricia has requested permission to utilize the parking spaces for photos from 1:30 p.m. - 3:00 p.m. In order to give them some time to allow for the parking spaces to become unoccupied, this request will allow them to begin shutting down the parking stalls at noon.

The Street Department will provide the cones for blocking off the parking stalls.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

May 29, 2025



Nate Schneider, City Manager

May 29, 2025

ldoak@cityofmccook.com

From: nschneider@cityofmccook.com
Sent: Thursday, May 15, 2025 10:46 AM
To: 'Lea Ann Doak'
Subject: FW: Parking spots
Attachments: IMG_4465.jpeg

Forwarding

From: Tricia Wagner <tricia@drivewagner.com>
Sent: Wednesday, May 14, 2025 3:14 PM
To: Kyle Potthoff <potthoff@cityofmccook.com>; Nate Schneider <nschneider@cityofmccook.com>
Subject: Parking spots

Hey guys,

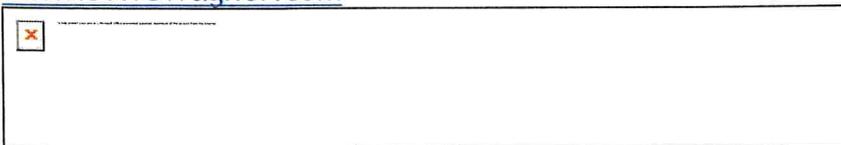
On June 28 we'd like to take photos of all car show entries in front of the mural as they arrive instead of the funeral home. Are you okay with us blocking off these parking stalls in front of the mural? We only need it 1:30-3:00, but we would probably block them off earlier so we don't have to worry about getting people to move their cars.

We did talk to Rick at Ace and he had no issues with losing those spots for the day.

We also have our own cones to block those spaces off, so we just need your blessing. 😊

Thanks for your consideration.
Best,
T

Tricia Wagner
Guest Experience Manager
308-340-6732
www.DriveWagner.com





**CITY MANAGER'S REPORT
JUNE 2, 2025 CITY COUNCIL MEETING**

ITEM: 2.H.

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Health Board - reappoint Nate Schneider, Kevin Hodgson, Linda Taylor, Dr. Jason Blomstedt, and May Beth Eisenmenger - terms expired June 2026;
- Planning Commission - appoint Bobby Gaulke to replace Mark Currier as alternate - term expires March 2027

BACKGROUND:

The Mayor has contacted Mr. Gaulke and he is willing to serve on the Planning Commission. The Health Board are annual appointments.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 29, 2025

BOARD OF HEALTH

NATE SCHNEIDER 345-2022 (O)
City Manager
PO Box 1059
Term Expires - June 2026

KEVIN HODGSON 345-3450 (O)
Chief of Police
PO Box 1059
Term Expires - June 2026

LINDA TAYLOR 345-5294 (O)
Mayor 340-6552 (C)
1002 West "I" Street
Term Expires - June 2026

DR. JASON BLOMSTEDT 344-4110 (O)
603 East "M" Street 345-8893 (H)
Term Expires - June 2026

MARY BETH EISENMENGER 340-9115 (C)
1613 Centennial Drive 345-6303 (O)
Term Expires - June 2026

*Denotes Chairperson
1 yr. term

PLANNING COMMISSION

RON FRIEHE

1 Spyglass
Appointed - July 2019
Reappointed - January 2023
Term Expires - September 2025 (Replaced Adam Wolford)
(Extra Territorial Representative)

340-5007
drfriehe100@yahoo.com

CAMY BRADLEY

1714 West 2nd Street
Appointed - September 2017 (Replaced Terri Shipshock)
Reappointed - January 2023
Term Expires - September 2025

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

TAMMIE HILKER

512 East 5th
Appointed - September 1995
Reappointed - April 2023 LOGIN SPARQ thilker@alloisp.com - old email
Term Expires - September 2025

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

BRUCE MCDOWELL

904 West 3rd
Appointed - February 2019 (Replaced Garrett Rippen)
Reappointed - January 2023
Term Expires - September 2025

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

brucemcdowell1833@gmail.com

MATT DAVIDSON

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

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

KURT VOSBURG

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

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

JESSE STEVENS

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

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

CHAD LYONS*

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

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

JAMIE MOCKRY

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

340-6332 (C)
jamiemockrykbc@gmail.com

BOBBY GAULKE - ALTERNATE

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

*Denotes Chairperson - 3 yr. Terms

May 29, 2025

**CITY MANAGER'S REPORT
JUNE 2, 2025 CITY COUNCIL MEETING**

ITEM: 2.1.

APPROVE THE CLOSURE OF CITY STREETS – Approve the application of the McCook Rotary Club for the temporary closure of City streets for the celebration of National Night Out around Norris Park including the northbound lane of the 700 block Norris Ave., the 700 block of East 1st St., the 100 block of East H St. and the 100 block of East G St. from 6:00 pm till 8:00 pm on August 5, 2025.

BACKGROUND:

The organizers of the August 5, 2025, National Night Out celebration are requesting that the City streets surrounding Norris Park are allowed to be closed from 6:00 pm till 8:00 pm.

National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live. It provides a great opportunity to bring police and neighbors together under positive circumstances.

National Night Out takes place across the United States, U.S territories and military bases worldwide on the first Tuesday in August.

The organizers are requesting that the northbound lane of Norris Ave. be closed from G St. to H St. from 6:00 pm to 8:00 pm on August 5, 2025, that H St. be closed from Norris Ave to East 1st St. from 6:00 pm to 8:00 pm on August 5, 2025, that East 1st St. be closed from G St. to H St. from 6:00 pm to 8:00 pm on August 5, 2025, and the G St. be closed from East 1st St. to Norris Ave. from 6:00 pm to 8:00 pm on August 5, 2025.

A certificate of insurance will be placed on file with city staff prior to the commencement of the event.

**FISCAL
IMPACT:** None.

APPROVALS:



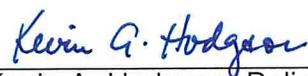
Nathan A. Schneider, City Manager

May 19, 2025



Kyle Potthoff, Public Works Director

May 19, 2025



Kevin A. Hodgson, Police Chief

May 19, 2024

**CITY MANAGER'S REPORT
JUNE 2, 2025 CITY COUNCIL MEETING**

ITEM: 3.A.

RECOMMENDATION:

APPROVE THE REQUEST FROM RONDA GRAFF, THE LOCAL TOUR DE NEBRASKA COMMITTEE ALONG WITH THE TOUR DE NEBRASKA STAFF TO USE KELLEY PARK AND TO SUSPEND THE PARK CURFEW TO ALLOW FOR CAMPING BEGINNING ON FRIDAY JUNE 27, 2025 THRU SUNDAY JUNE 29, 2025.

BACKGROUND:

This event is the Tour de Nebraska bicycle tour of rural Nebraska. The ride begins and ends in Curtis, with a loop through Elwood, Cambridge and McCook. McCook will be the only community where riders are staying two nights, both Friday June 27th and Saturday June 28th. They will depart McCook early on Sunday June 29th. The number of riders will range from 300 - 450.

A local volunteer committee has been working with the City, local law enforcement, Community Hospital, Chamber of Commerce, McCook Community College and the Red Willow County Visitor's Bureau to make this a safe and successful event. They have also been visiting with local businesses to make sure everyone is prepared for the influx of riders, who are essentially a captive audience in need of food, lodging and entertainment.

FISCAL

IMPACT: None.

APPROVALS:



Kyle Potthoff, Public Works Director

May 28, 2025



Nate Schneider, City Manager

May 28, 2006

May 28, 2025

Tour de Nebraska Special Request for Use of Kelley Park

McCook City Council Members and Staff:

What is Tour de Nebraska?

Tour de Nebraska is a fully-supported 5-day bicycle tour of rural Nebraska. The ride is designed for lower mileage (40-65 miles) to allow for meaningful interaction between the riders and the communities along the ride.

The ride starts and ends in Curtis, with a loop through Elwood, Cambridge and McCook. But McCook is the only community where riders are staying two nights (Friday, June 27 and Saturday, June 28), departing early on Sunday, June 29 to wrap up the ride.

Riders will arrive in McCook from the east, camping at Kelley Park, RV spots around the community and hotels in McCook.

On Saturday, June 28, riders have the option of riding west to Culbertson and Trenton, returning early to enjoy everything McCook has to offer. But they also may take the day off from riding to enjoy McCook, including visiting the restaurants, bars, and shopping, plus activities such as golfing, thrift-store hopping and heritage tours.

The number of riders ranges from 300-450 and has been found to be perfect for first-timers or seasoned veterans with many returning year after year, supporting bicycle tourism in the state. Specifically to McCook, TDN has seen an increase of interest from the front range in Colorado, with this being the closest TDN has come to that population base. There has also been interest of taking the train to McCook for the ride.

A local volunteer committee has been working with the city, local law enforcement, the hospital, chamber and visitor's bureau to make this a safe and successful event. They have also been visiting with local businesses to make sure everyone is prepared for the influx of riders, who are essentially a captive audience in need of food, lodging and entertainment.



Request from City of McCook:

The local committee, along with TDN staff, has already met with city staff about needs while the bicyclists are in McCook. We are also working with MCC because the Graff Event Center will serve as the indoor-tent area, as well as the emergency shelter for the riders in case of severe weather.

Outdoor campers will utilize Kelley Park. We chose this location for several reasons, including trees which will provide shade at the end of June; its proximity to the new McCook Aquatic Center; and access to the MCC Event Center.

Because Kelley Park has a curfew of 11 p.m.-6 a.m., we are asking for the **curfew to be waived from Friday, June 27 through Sunday, June 29.**

We are also asking for **extra trash cans** if available to be placed around the park.

Because campers will be in Kelley Park throughout the two days, we also request that **sprinklers be turned off** during that time.

We appreciate the city's help with this event and look forward to welcoming all the bicyclists to McCook.

Ronda Graff
Local TDN Volunteer



**CITY MANAGER'S REPORT
JUNE 2, 2025 CITY COUNCIL MEETING**

ITEM: **3.B.**

Receive and put on file a renewed request from the McCook Chamber of Commerce for ACE funds to assist with the City of McCook's event promotions.

BACKGROUND:

The McCook Chamber of Commerce is requesting the Council to consider allocating \$6,000 of City of McCook ACE funds to the Chamber during FY25/26. These funds will be used for advertising of Chamber/City events, promoting local shopping, social media/business promotion, and stimulating local community economic development.

If the request is approved for FY25/26, staff will bring a Memorandum of Understanding to the Council for consideration, appropriating the Chamber these funds to be used for promotional activities that benefit the City of McCook.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 28, 2025



Nathan A. Schneider, City Manager

May 28, 2025

MOVE to
June 2

ldoak@cityofmccook.com

From: Sarah Schneider <director@mccookchamber.org>
Sent: Tuesday, May 13, 2025 5:05 PM
To: Kyle Potthoff; Clerk Lea Ann Doak; Nate Schneider
Subject: Council Meeting/Street Closure Request

Please consider this a formal request to be added to the May 19th McCook City Council agenda for approval of the following requests from the McCook Chamber of Commerce in regard to ACE Funds, Third Thursday event, and Heritage Days. I have broken the request apart to ease in understanding, but if it is still unclear, please let me know.

The McCook Chamber of Commerce is requesting \$6,000 in ACE Funds from the McCook City Council.

These funds would be allocated to:

Advertising for Chamber Events
Promoting local shopping
Social Media/Business Promotion
Stimulating Local Community Economic Development

1. Permission to close Norris Avenue between East "B" and East "D" Streets, "C" Street between Norris and West 1st Street and East 1st Street, on July 17th for the Third Thursday event Family Fun on the Bricks from 4pm to 10pm.
2. Permission to hold the annual Heritage Days Parade on September 20th. The parade will begin at 10:00am with the flag ceremony at the Norris Avenue flagpole at 9:45am. The route is the same as in 2024, and begins at East "F" Street, proceeds south on Norris Avenue to East "C" Street and then turns west toward West 5th Street. The parade will fall out and disband when they arrive at West 5th St. Parade entries will be lined up on both sides of Norris Avenue from East "F" Street north to East "O" Street.
3. Norris Park and surrounding road area closure request
 - a. Permission to use Norris Park for our annual Heritage Days Arts and Crafts Show on Saturday, September 20th.
 - b. Use of the electricity at Norris Park as in years past for the food vendors. Electricity will come from the power pole on the south side of the park as well as the bandshell.
 - c. Use of the bandshell for stage entertainment.
 - d. Permission to close East Norris Ave (northbound) and East "G" Street from Norris Avenue to East 1st Street on Friday, September 19th afternoon beginning at 1 pm so that our vendors are able to set up.
 - e. Permission to close the streets around Norris Park for September 20th . These roads include East "H" Street, East "G" Street, and East 1st St. They should be blocked off at 5:00am Saturday and remain closed throughout the day opening back up at 8:00pm. East "H" Street should be closed from Norris Ave. to East 2nd Street. East 1st Street should be closed from East "G" Street to East "I" Street.
 - f. Permission to close East "G" St. between Norris Ave. and West 1st St. be closed to vehicle parking.
 - g. Permission to block Norris Ave. after the parade on Saturday from East "G" Street to East "H" Street.
4. Permission to use the McCook City Library parking lot for additional parking for vendors attending arts and crafts shows.
5. Norris Avenue between East "D" and East "E" road closure request.

a. Permission to close Norris Avenue between East "D" and East "E" street for Oktoberfest festivities beginning at 3pm to 10pm.

I will be available to speak to this request at the May 19th City Council meeting. Please let me know if you need anything further.

Sarah Schneider

Director

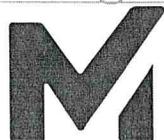
McCook Chamber of Commerce

402 Norris Avenue | Suite 316

McCook, NE 69001

308.345.3200

director@mccookchamber.org



**MCCOOK CHAMBER
OF COMMERCE**

Involvement | Education | Advocacy | Marketing

**CITY MANAGER'S REPORT
JUNE 2, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.C. Update regarding the 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

May 28, 2025



Lea Ann Doak, City Clerk

May 28, 2025



Tera Koetter, Assistant City Manager

May 28, 2025



Kyle Potthoff, Public Works Director

May 28, 2025

**CITY MANAGER'S REPORT
JUNE 2, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.D Update regarding the McCook Ben Nelson Regional Airport.

BACKGROUND:

Staff would like to update the City Council on a number of matters related to the McCook Ben Nelson Regional Airport, including an update on the Red Willow Aviation bankruptcy matter, results from the City of McCook's recent Part 139 inspection, the completion of the Airport Layout Plan/Master Plan project, and other airport matters.

APPROVALS:



Nathan A. Schneider, City Manager

May 28, 2025



Lea Ann Doak, City Clerk

May 28, 2025



Tera Koetter, Assistant City Manager

May 28, 2025



Kyle Potthoff, Public Works Director

May 28, 2025

**CITY MANAGER'S REPORT
JUNE 2, 2025 MCCOOK CITY COUNCIL MEETING**

3.E. ITEM NO. Discussion regarding a potential ordinance establishing an occupation tax for mobile phones and amending the current occupation tax on all other telephone services to achieve occupation tax uniformity between land line and mobile phone services.

BACKGROUND:

At the April 7, 2025 McCook City Council meeting, a discussion was held regarding alternative revenue options available to the City of McCook to assure governmental type activities are appropriately funded. To this end, LB 34 placed limitations on municipalities and counties with respect to increasing ad valorem taxes to fund governmental type activities. Cities and counties are unable to derive income for general fund items through business type rates (ie. water, sewer, and solid waste).

The City Council instructed staff to review other Nebraska communities' ordinances regarding telephone occupation taxes, paying close attention to mobile providers and associated occupation tax rates. Staff reviewed ordinances from Columbus, Fremont, Norfolk, York, Holdrege, and other Cities of the First Class. These communities have established occupation taxes not only on land line phone services, but also mobile phone services. While the percentage of gross receipts subject to the occupation tax varied, 4% was a common number affixed by a number of communities. Currently, the City of McCook assesses an occupation tax of 1.5% on land line service, and there is no occupation tax assessed on cell phone services.

The proposed ordinance would treat both land line services and cell phone services similarly, achieving uniformity regardless of phone service. As more people switch from a land line service to a cell phone service, it is important to assure continuity in revenue sources. The proposed ordinance attached to this report achieves that objective.

This agenda item is a discussion item only. No action is planned until the City Council directs staff to bring an ordinance in final form back to the Council for a vote.

APPROVALS:



Nathan A. Schneider, City Manager

May 29, 2025



Lea Ann Doak, City Clerk

May 29, 2025



Tera Koetter, Assistant City Manager

May 29, 2025

ORDINANCE NO. 2025-****

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 114, ENTITLED "TELEPHONE COMPANIES", IN TITLE XI - "BUSINESS REGULATIONS", SECTION 114.01 - OCCUPATION TAX IMPOSED; EXCEPTIONS; SECTION 114.05 - STATEMENT OF GROSS RECEIPTS FILING; SECTION 114.07 - RIGHT TO INSPECT BOOKS AND RECORDS; SECTION 114.08 - FAILURE TO FILE STATEMENT, AMOUNT DUE; SECTION 114.09 - RIGHT TO SUE FOR PAYMENT FAILURE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. That the City of McCook Code of Ordinances, Chapter 114, title be and is hereby amended to read as follows:

CHAPTER 114: TELECOMMUNICATION COMPANIES

Section 2. That the City of McCook Code of Ordinances, Chapter 114, Section 114.01, shall be and hereby is amended to read as follows:

§114.01 OCCUPATION TAX IMPOSED; EXCEPTIONS.

(A) All telephone companies and mobile telecommunications services doing business in the City are required to pay an occupation tax to the City in an amount equal to four (4) percent of the gross receipts from the legally established basic monthly charges collected for local exchange telephone service to subscribers within the City, intrastate message toll telephone service and mobile telecommunications services for revenue in the City. There shall be excepted from the provisions of this article all receipts for telephone service to the United States government or any of its departments, and all receipts from the state or any of its departments, and no part or portion of the tax provided for in this article shall be levied upon or assessed against or taken from the United States government, the government of the state, or any of either of their departments.

(B) As used in this section, mobile telecommunications services shall mean a wireless communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves, and includes:

(1) Both one-way and two-way wireless communications services;

(2) A mobile service which provides a regularly interacting group of base, mobile, portable and associated control and relay stations, whether on an individual, cooperative, or multiple basis for private one-way or two-way land mobile radio communications by eligible users over designated areas of

operation; and

(3) Any personal communications service.

Section 3. That the City of McCook Code of Ordinances, Chapter 114, Section 114.05, shall be and hereby is amended to read as follows:

§ 114.05 STATEMENT OF GROSS RECEIPTS FILING.

All telecommunication companies shall, at the time they make their quarterly payments of the occupation tax levied pursuant to this chapter, file with the City Clerk a full, complete and detailed statement of the gross receipts subject to the occupation tax, which statement shall be duly verified and sworn to by the manager in charge of the business of the particular company in the city or by a higher managerial employee of the company.

Section 4. That the City of McCook Code of Ordinances, Chapter 114, Section 114.07, shall be and hereby is amended to read as follows:

§ 114.07 RIGHT TO INSPECT BOOKS AND RECORDS.

The city shall have the right at any time to inspect, through its officers, agents, or representatives, the books and records of any telecommunication company, for the purpose of verifying any report submitted pursuant to the requirements of § 114.05.

Section 5. That the City of McCook Code of Ordinances, Chapter 114, Section 114.08, shall be and hereby is amended to read as follows:

§ 114.08 FAILURE TO FILE STATEMENT; AMOUNT DUE.

In case any telecommunication company shall refuse, fail, or neglect to furnish or file any report required in § 114.05 at the time required for the filing, or shall fail or refuse to permit the city to inspect the books and records of the company for the purpose of verifying the report, then the occupation tax for the preceding quarter shall be the sum of \$5,000, and the amount shall be paid within 45 days following the end of the calendar quarter as required by § 114.02 and the amount shall draw interest and be subject to penalties as provided by § 114.04.

Section 6. That the City of McCook Code of Ordinances, Chapter 114, Section 114.09, shall be and hereby is amended to read as follows:

§ 114.09 RIGHT TO SUE FOR PAYMENT FAILURE.

When any telecommunications company shall fail to make payment of the occupation tax provided for by this chapter at the time specified for payment, the city shall have the right to sue the company in any court of competent

jurisdiction for the amount of the occupation tax due and payable under the terms and provisions of this chapter and may recover judgment against the company for the amount so due, together with interest and penalties, and may have execution thereon.

Section 6. Any other ordinance or section passed and approved prior to the passage, approval, and publication of this ordinance and in conflict with its provisions is hereby repealed.

Section 7. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in pamphlet form or posting as required by law.

PASSED AND APPROVED THIS _____ day of _____, 2025.

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

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

Publish:

**CITY MANAGER'S REPORT
JUNE 2, 2025 CITY COUNCIL MEETING**

ITEM: **3.F.**

Introduce on its first reading and approve under suspension of the rule Ordinance No. 2025-3103 amending the City of McCook Code of Ordinances Chapter 90, entitled "Animals" in Title IV, "General Regulations", amending Section 90.01 - Running at Large Prohibited, and Section 90.99 - Penalty.

BACKGROUND:

Please refer to the attached City Manager's Report prepared by City Attorney Mustion for the June 2, 2025 meeting.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 28, 2025

CITY MANAGER'S REPORT
JUNE 2, 2025 CITY COUNCIL MEETING

ITEM: _____

RECOMMENDATION: Vote in the affirmative to amend ordinances 90.01 and 90.99

Overview:

This report is submitted in support of the proposed amendments to Sections 90.01 and 90.99 of the McCook Municipal Code. The purpose of these amendments is to correct the penalty reference in § 90.01 and to establish a specific set fine for violations, thereby allowing for such violations to be processed as waivable offenses.

Background:

Section 90.01 currently prohibits animals from running at large, including cats, dogs, livestock, and other animals. However, the section presently references § 10.99 for penalties. Section 10.99 is the City's general penalty provision, which authorizes a range of fines from \$0 to \$500. Because this penalty range lacks a set fine amount, any citation issued under § 90.01 is nonwaivable—meaning the recipient cannot simply pay the fine and resolve the matter. Instead, they must appear in court for an arraignment, plea, and sentencing. This procedure requires the City Attorney's involvement and consumes staff and judicial resources.

Recently, a citation was issued under § 90.01 for a cat at large. Because there was no specific penalty provision in § 90.01 or § 90.99 covering such a violation, the City Attorney was required to file a formal complaint and attend a court hearing. This process resulted in unnecessary expense and administrative burden for what is a relatively minor infraction.

Proposed Amendments:

1. Section 90.01 will be amended to reference § 90.99 instead of § 10.99.
2. Section 90.99 will be amended to add a new subsection (F) providing that violations of § 90.01 are punishable by a \$50.00 fine for the first and second offenses and a \$100.00 fine for all subsequent offenses.

Purpose and Benefits:

- These amendments establish a clear, fixed penalty for violations of § 90.01, making them waivable.
- A waivable offense allows an offender to plead guilty and pay the fine without the need for court appearances.
- This will reduce the burden on the judicial system and eliminate the need for the City Attorney to prepare and prosecute minor infractions such as cat at large violations.
- The set fine remains sufficient to deter repeat offenses and enforce the City's animal control ordinances.
- The change results in a more efficient and cost-effective enforcement process.

FISCAL IMPACT: None.

A handwritten signature in black ink, consisting of several overlapping, fluid strokes that form a cursive representation of the name 'Nathaniel Mustion'. The signature is positioned above a horizontal line.

Nathaniel Mustion, City Attorney

May 28, 2025

ORDINANCE NO. 2025-3103

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 90, ENTITLED "ANIMALS", IN TITLE IV - "GENERAL REGULATIONS", SECTION 90.01 - RUNNING AT LARGE PROHIBITED TO UPDATE THE PENALTY REFERENCE; AMENDING SECTION 90.99 OF THE MCCOOK MUNICIPAL CODE OF ORDINANCES TO ESTABLISH A PENALTY FOR VIOLATION OF SECTION 90.01; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. That the City of McCook Code of Ordinances, Chapter 90, Section 90.01 is hereby amended to read as follows:

§ 90.01 RUNNING AT LARGE PROHIBITED.

It shall be unlawful for the owner, keeper, or harbinger of any animal, or any person having the charge, custody, or control thereof, to permit a horse, mule, cow, sheep, goat, swine, or other animal to be driven or run at large on any of the public ways and property, or upon the property of another, or to be tethered or staked out in a manner so as to allow the animal to reach or pass into any public way.

(Prior Code, § 6-301) Penalty, see § 90.99

Statutory reference:

Authority, see Neb. RS 16-235

Section 2. That the City of McCook Code of Ordinances, Chapter 90, Section 90.99 - "Penalty", shall be and hereby is amended by adding a new subsection (G) to read as follows:

§ 90.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

(B) Any person who violates § 90.23 and the dog and/or hybrid animal has been determined to be dangerous shall be deemed to be guilty of a misdemeanor. The penalty for such violation shall be in the amount of \$750. A person who violates § 90.23 and the dog and/or hybrid animal has been determined to be a potentially dangerous dog and/or hybrid animal, shall be deemed guilty of a misdemeanor. The penalty for such violation shall be in the amount of \$500.

(C) Any person who violates § 90.23 and the dog and/or hybrid animal has not been determined to be dangerous or potentially dangerous shall be deemed to be guilty of misdemeanor. The penalty for such violation shall be in an amount of \$50 for the first, second, and third offenses; and \$100 for a fourth

and all subsequent offenses.

(D) Any person who violates § 90.33(A) shall be deemed guilty of a misdemeanor. The penalty for such violation shall be in an amount not less than \$750 nor more than \$1,250; provided that where licenses are due the city, the court shall order such license secured and sums paid in addition to the fine fixed by the court. Any person who violates § 90.33(B) shall be deemed guilty of a misdemeanor. The penalty for such violation shall be in an amount not less than \$500 nor more than \$750.

(E) Any person who violates § 90.31 shall be guilty of a misdemeanor. The penalty for such violation shall be \$20 for the first offense and \$50 for each subsequent offense.

(F) Restitution for Victims.

1. Restitution Authorized: In addition to any other penalties imposed under this section, the court may order restitution to compensate the victim for any loss or damage directly resulting from the defendant's criminal conduct, in accordance with Nebraska Revised Statutes §§ 29-2280 to 29-2289.

2. Determination of Restitution: The court shall determine the amount of restitution based on evidence presented, considering factors such as the victim's actual loss and the defendant's ability to pay.

3. Payment Terms: The court shall establish a payment schedule for restitution, which may include lump-sum payments or installments over a specified period, as deemed appropriate.

(G) Any person who violates § 90.01 shall be deemed guilty of a misdemeanor. The penalty for such violation shall be a fine of \$50.00 for the first and second offenses and \$100.00 for each subsequent offense. (Neb. RS 16-236) (Ord. 2009-2826, passed 8-17-2009; Ord. 2020-2999, passed 3-16-2020; Ord. 2021-3017, passed 6-21-2021)

Section 3. Any other ordinance or section passed and approved prior to the passage, approval, and publication of this ordinance and in conflict with its provisions is hereby repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in pamphlet form or posting as required by law.

PASSED AND APPROVED THIS 2nd day of June, 2025.

Linda Taylor, Ex-Officio Mayor

and President of the Council

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

Publish: