

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, October 20, 2025
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

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

Pledge of Allegiance.

Call to Order.

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

Items.

1. Announcements & Recognitions.
2. Public Hearings.
 - A. Public Hearing - Request for a special exception by Linda and Lee Maiden to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at #2 Gemini Court, legally described as Lots 8 and 9, Block 2, Third Century II Addition to the City of McCook, Red Willow County, Nebraska.
 1. Adjourn the Public Hearing.
 - B. Approve a special exception application by Linda and Lee Maiden to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at #2 Gemini Court, legally described as Lots 8 and 9, Block 2, Third Century II Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied, and said grant conditioned upon the applicant procuring proper commercial insurance and listing the City of McCook as an additional insured.
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.*

- A. Approve the minutes of the October 6, 2025 regular City Council meeting.
 - B. Approve a request from Parker to intermittently close Karrer Street north of South Street, along the west side of their facility, to install new equipment beginning October 16, 2025 and continuing through the end of 2025.
 - C. Forward to the City's Insurance carrier for review and appropriate action a general liability claim from Carrie Goltl.
 - D. Ratify the Mayor's appointments to the: Board of Zoning Adjustment - appoint Dave Winder as the Extra Territorial Representative - term expires September 2028; Economic Development Plan Citizen's Advisory Review Committee - reappoint Alexis Davidson - term expires July 2028; Housing Agency Board - appoint Darius Bolli (resident) - term expires November 2030.
 - E. Approve the Addendum to McCook Humane Society Agreement, increasing the contract amount the City of McCook pays for animal services for Fiscal Year 25/26 and authorize the Mayor to sign.
 - F. Approve an application from Telcom construction to occupy city right-of-way for the purpose of replacing telephone cable for 336 N. Cherokee Drive.
 - G. Approve the specifications for the 2026 Armor Coating Project and set the time and date to receive bids as 2:30 P.M. November 10, 2025.
 - H. Approve the specifications for the 2026 Crack Sealing Project and set the time and date of bid at 2:30 P.M. on November 10, 2025.
 - I. Receive and file the City of McCook Snow and Ice Control and Removal Operation Procedures and Policies.
 - J. Receive and file the claims for the month of September 2025 and published October 14, 2025.
 - K. Approve the McCook Area Chamber of Commerce request to use City facilities for a Christmas Celebration on December 6, 2025. The request includes the use of Norris Park (including electricity) beginning at 3:00 P.M. which will include entertainment in the bandshell; the lighting of the park; conducting the Annual Christmas "Light up the Bricks" Parade beginning at 6:00 P.M., including participation by the Fire and Police departments; and the closing of East "G" Street from the northbound lane of Norris Avenue to East 2nd Street; East 1st Street from East "F" Street to East "I" Street; East "H" Street from northbound lane of Norris Avenue to East 2nd Street; and the Norris Avenue north bound lane from East "G" Street to East "H" Street for carriage rides; and permission to hang lights on City property.
 - L. Accept the minutes of the October 13, 2025 Planning Commission meeting.
4. Regular Agenda.
- A. Consider request and authorize the use of Community Betterment Funds to cover the rental fees for the "Share the Heat" fundraising event to be held at the Heritage Senior Center on October 19, 2025.
 - B. Update regarding the youth sports complex project.
 - C. Review and approve the proposed Water and Wastewater bill adjustment policy.
 - D. Ordinance No. 2025-3109 providing for the amendment of Chapter 38: Appendix F, Solid Waste Collection Fees.
 - 1. Chairperson asks Clerk to read Ordinance by title.

2. Consider approval of Ordinance No. 2025-3109 upon its third and final reading..
3. Chairperson declaration after vote and passage, if approved.

E. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
OCTOBER 20, 2025 MCCOOK CITY COUNCIL MEETING**

2.A.
ITEM: Public Hearing - Request for a special exception by Linda and Lee Maiden to locate a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at Lots 8 and 9, Block 2, Third Century II Addition to the City of McCook, Red Willow County, Nebraska.

2.B.
ITEM: Approve a special exception application by Linda and Lee Maiden to allow a Bed and Breakfast/Vacation Rental in a Medium Density Residential District (RM) - property located at #2 Gemini Court, legally described as Lots 8 and 9, Block 2, Third Century II Addition to the City of McCook, Red Willow County, Nebraska., finding that Special Exception considerations A - I are satisfied, and said grant conditioned upon the applicant procuring proper commercial insurance and listing the City of McCook as an additional insured.

BACKGROUND:

The City of McCook has received a special exception request from Linda and Lee Maiden, requesting that the property located at #2 Gemini Court be granted special exception status for the purpose of operating a bed and breakfast and/or a vacation rental. The property at issue is a single-family structure, with the residence at issue being located at the south end of a cul-de-sac.

The application addresses McCook's Zoning Ordinance, Article 24 Special Exception requirements relative to the RM District. Based on staff's review, it is believed a grant of special exception will not adversely impact ingress and/or egress. The property is located in a lightly traveled portion of McCook and a special exception designation should not impact traffic significantly. Additionally, there is adequate off-street parking on the lot to accommodate licensees due to the fact that the property in question has an indoor garage that will park two vehicles and a driveway that will park four vehicles. The residential structure's footprint will remain the same. Also, staff believes the request generally complies with the City of McCook's Comprehensive Plan.

At the September 8, 2025 City of McCook Planning Commission meeting, a question was raised whether the basement living area was equipped with proper ingress/egress windows. The Planning Commission tabled the matter to October to determine whether the property has ingress/egress windows. Staff spoke with Linda Maiden on September 10th. Linda Maiden confirmed that the basement windows were ingress/egress windows.

At the October 13, 2025 Planning Commission meeting, the matter was reconsidered with the additional information. The Planning Commission voted unanimously to recommend approval of the applicant's request with the condition that the applicant procure the proper commercial insurance and list the City of McCook as an additional insured.

APPROVALS:



Lea Ann Doak, City Clerk

October 15, 2025



Nathan A. Schneider, City Manager

October 15, 2025

EXHIBIT #1

PAGE(S) - 1

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

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of McCook Planning Commission on October 6, 2025, at 5:15 P.M. and by the McCook City Council on October 20, 2025, at 5:30 P.M. The hearings will be held in the City Council Chambers, 505 West "C" Street, McCook, Nebraska, to consider a request for a special exception to allow a Bed and Breakfast/Vacation Rental in a Residential Medium Density (RM) District in the City of McCook. Property located at #2 Gemini Court, Lots 8 and 9, Block 2, Third Century II Addition to the City of McCook, Red Willow County, Nebraska. Land Owners, Linda Marie & Lee A. Maiden. Any and all persons desiring to comment on the above-described special exception may attend said public hearings and will be given an opportunity to be heard. For additional information regarding this notice please contact Nate Schneider, City of McCook City Manager, at 345-2022 ext. 225.

-s- Lea Ann Doak
City Clerk

Publish: October 3, 2025.

EXHIBIT #2

PAGE(S) - 1

NOTICE OF HEARING CONTINUATION
REQUEST FOR
SPECIAL EXCEPTION

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

ADDRESS: #2 Gemini Court

LEGAL
DESCRIPTION: Lots 8 and 9, Block 2, Third Century II Addition to the City of McCook, Red Willow County, Nebraska.

LAND OWNER: Linda Marie & Lee A. Maiden

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

OCTOBER 13, 2025 - 5:15 P.M.
MCCOOK PLANNING COMMISSION
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

OCTOBER 20, 2025 - 5:30 P.M.
MCCOOK CITY COUNCIL
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

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

-s- Lea Ann Doak
City Clerk

Publish: October 3, 2025
Post: October 3, 2025
Mail: October 3, 2025

EXHIBIT #3

PAGE(S) - 1

OWNERSHIP LIST FOR MAILING:

President
McCook Public Schools
600 West 7th Street
McCook NE 69001

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

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

Red Willow County Planning Commission
502 Norris Avenue
McCook NE 69001

Emily/Gilbert Rupp
Shannon Lucas
401 East 12th
McCook, NE 69001

Debra Smith
403 E 12th Street
McCook, NE 69001

Gerald and Kristi Novak
405 East 12th
McCook, NE 69001

Rick and Donna Coulter
407 East 12th
McCook, NE 69001

Randall and Carmen Eschliman
501 East 12th
McCook, NE 69001

Cherri Schaffert
402 South Street
McCook, NE 69001

Caleb and Jenna Morgan
503 East 12th
McCook, NE 69001

Dennis and Brenda Liess
505 East 12th
McCook, NE 69001

Paxton and Rebeka McVicker
1302 East F
McCook, NE 69001

Beverly Haag Family Trust
PO Box 1087
McCook, NE 69001

Pamela Harsh
10 Gemini Ct
McCook, NE 69001

Benjamin and Tera Koetter
6 Gemini Ct
McCook, NE 69001

Linda and Lee Maiden
2 Gemini Ct
McCook, NE 69001

Matthew Coulter
402 East 13th
McCook, NE 69001

David and Ondrea McConville
401 East 13th
McCook, NE 69001

Rex and Lorraine Messersmith
1 Gemni Ct
McCook, NE 69001

Cody and Amanda Dame
PO Box 421
McCook, NE 69001

Derek and Paula Sheffer
11 Gemini Ct
McCook, NE 69001

George and Mona Anderson
506 East 14th
McCook, NE 69001

Beverley Little
504 East 14th
McCook, NE 69001

EXHIBIT #4

PAGE(S) - 2

Bernard and Dana Real
502 East 14th
McCook, NE 69001

Sandra Gallatin
406 East 14th
McCook, NE 69001

Diane Clark
405 East 14th
McCook, NE 69001

Joel and Linda Smith
501 East 14th
McCook, NE 69001

Courtney Pollmann
507 East 14th
McCook, NE 69001

David and Nicole Siebrandt
408 East 14th St
McCook, NE 69001

Chelsea Morgan
402 East 14th
McCook, NE 69001

Dorothy and David Gummere
409 East 14th
McCook, NE 69001

John and Linda Gull
503 East 14th
McCook, NE 69001

REC#: 00624547 8/19/2025 9:02 AM
OPER: pnc1k TERM: 230
REF#:
PAID BY:

CITY OF McCOOK

ACTION REQUEST FORM

TRAN: 10.2100 OTHER PERMITS
LINDA MAIDEN
SEPTIAL EXCEPTION
10 -000-42100
OTHER PERMITS 75.000R

TENDERED: 75.00 CHECK
APPLIED: 75.00-
.00

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

Name of Project: Lee & Linda Maiden

Description of Project: Air BNB

Project sponsor or developer:

Name: Lee & Linda Maiden

Address: 2 Gemini Crt

Phone number: 308-340-6865

Fax number: —

E-mail Address: chaosof8@gpc.com.net

Land owner or owners:

Name: Same

Address: _____

Phone number: _____

Fax number: _____

E-Mail Address: _____

Authorization of the land use action by land owner:

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

Linda Maiden
Printed Name:

Printed Name:

Linda Maiden
Signature:

Signature:

8-18-25
Date:

Address and physical location of the Proposed Land Use Action: 2 Gemini
Crt McCook NE 49001

Property Description (Of the parent parcel for subdivisions): _____
Our Home

Required Information:

See Attached sheets for required information for:

- _____ Subdivisions
- _____ Zone Changes and special exceptions
- _____ Planned developments

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

Fee, complete application, and required attachments accepted by:

Printed name

Signature

Date

REQUIRED ATTACHMENTS:

For Zone Changes and Special Exceptions:

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

_____ Include a description of the reason for the request for a change of zone:

Air BNB

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

Air BNB in our Basement

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

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

(G) required yards and other open space;

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

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

_____ Explain how the project complies with the Comprehensive Plan: _____

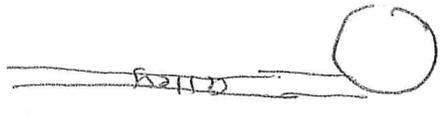
EF St

7 St

Apollo Rd

E 14th St

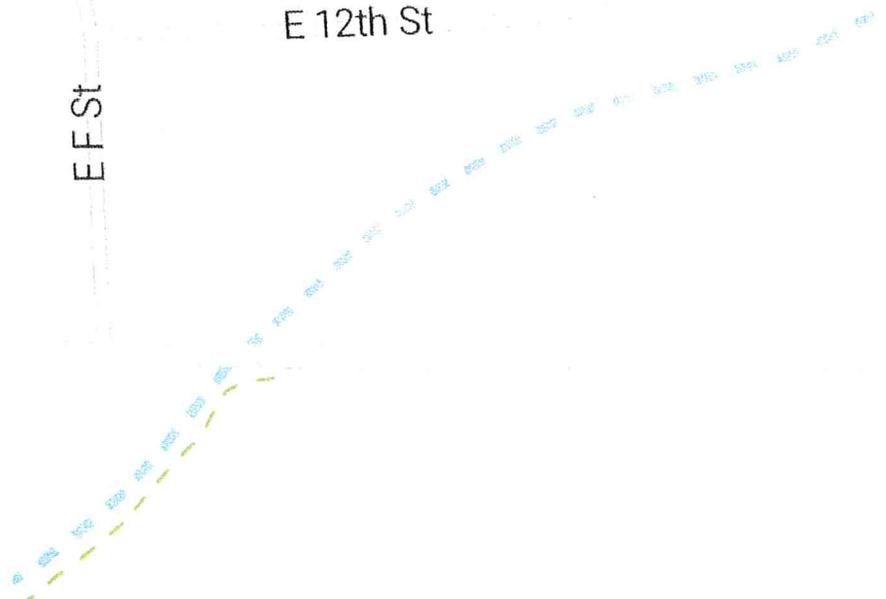
Gemini Ct

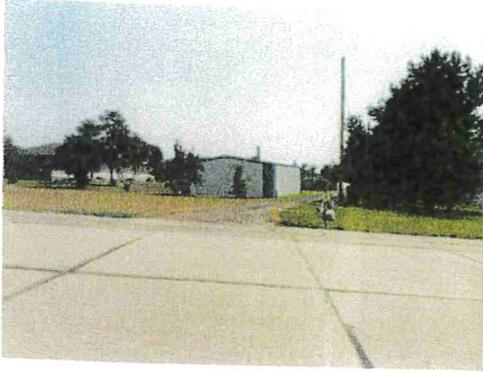


ED St

E 12th St

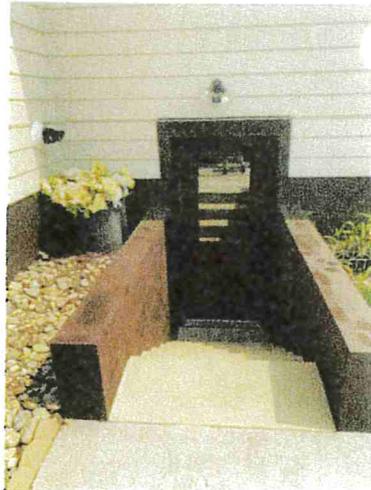
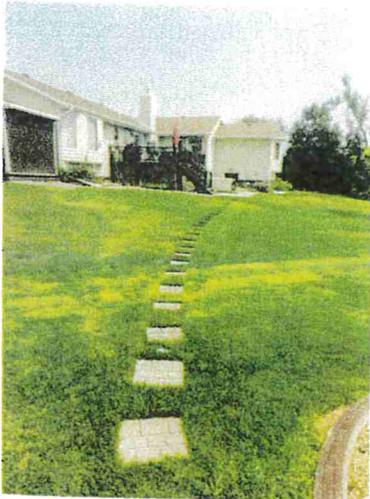
EF St





Turn down the alley on F street right before you get to Gemini Crt.

Drive down alley to this Parking



Stepping stones to basement

Basement door

We have available a complete basement for private use with separate entrance for up to 8 people. It has 4 bedrooms, 3 baths, bar/kitchenette, and a family room. with access to our backyard. We live upstairs.

They drive down the alley and have three parking spaces at the back of our yard off the alley. From there they enter through the back yard and a separate entrance to the basement.

Utilities etc are all part of our home utilities.

Garbage is taken out with our garbage.

We don't allow parties and in the two years or so that we have had guests here we have never had an issue with noise etc. No complaints from our neighbors.

Our home can be found listed on AirBNB.

Red Willow County, NE

Summary

Parcel Number 000971000
 Property Address #2 GEMINI COURT
 City MCCOOK
 State NE
 Zip 69001
 Legal THIRD CENTURY II ADDITION MCCOOK BLK 2, LOT 8 & 9
 Acres 0
 Section 0
 Township 3
 Range 29
 Tax District 80
 Neighborhood 2305 - 2305 MCCOOK



Owners

MAIDEN/LINDA MARIE & LEE A
 2 GEMINI CT
 MCCOOK, NE 69001-3400

Sales

Sale Date	Sale Price	Grantee	Seller Name	Book / Page
4/26/2005	\$0	MAIDEN/LINDA MARIE & LEE A	STRITT/LINDA ((MAIDEN)	131 / 969

Recent Sales in Area

Sale date range:

From:

08/25/21

To:

08/25/21

Search Sales by Neighborhood

Distance:

1500

Units:

Feet

Search Sales by Distance

Dwelling/Building

Actual Year Built 1993
 Building Sq ft 2,193
 Ground Floor Sq ft 2,193
 Basement Sq ft 1958
 Quality Good
 Total Baths 5
 Bath Fixtures 17
 Exterior Walls 100% Frame, Hardboard Sheets
 Roof Cover Composition Shingle
 HVAC 100% Warmed & Cooled Air
 Improvement Description
 Building Class Code

Other Improvements

Description	Extended Description	Year	Dimensions	Units
WOD	Attached Garage(SF)	0	25 x 24	600
RPS	Wood Deck	0	24 x 14	336
S1FP	Raised Slab Porch with Roof	0	34 x 10	340
FLV	Single 1-Story Fireplace	0	0 x 0	1
OSP	Flat Value Wood Shed	0	8 x 7	1,500
BOSI	Open Slab Porch	0	11 x 10	110
	Outside Entrance	0	0 x 0	1

Land

Frontage	Depth1	Depth2	Square Feet	Description
0	0	0	26,695	26695 S.F.

Valuation

Assessed Year	2025	2024	2023	2022	2021
Dwelling/Building	\$376,453.00	\$340,416.00	\$309,342.00	\$286,462.00	\$256,679.00
Other Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Land	\$34,656.00	\$34,656.00	\$34,656.00	\$30,521.00	\$30,521.00
Total	\$411,109.00	\$375,072.00	\$343,998.00	\$316,983.00	\$287,200.00

Tax History

Tax Year	2024	2023	2022	2021	2020
Value	\$375,072.00	\$343,998.00	\$316,983.00	\$287,200.00	\$236,910.00
Tax	\$6,296.54	\$6,046.42	\$5,878.42	\$5,541.84	\$4,555.30
Exemption	\$1,354.90	\$382.88	\$337.88	\$308.88	\$242.16
Net Tax	\$4,941.64	\$5,663.54	\$5,540.54	\$5,232.96	\$4,313.14

Tax Levy

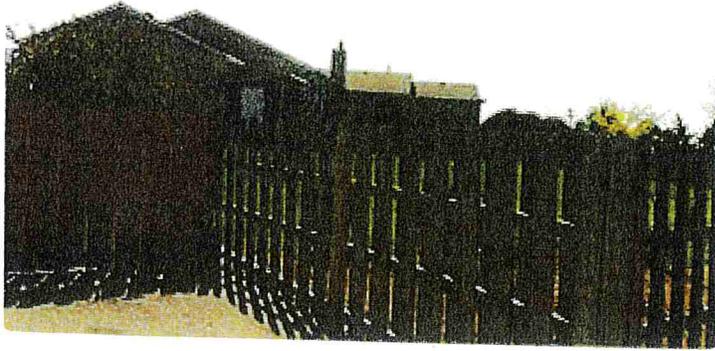
Description	Rate
MID-PLAINS CAP IMP	0.01999
S.D. #17 GENERAL	0.899615
NATURAL RESOURCE	0.02987
ED UNIT #15	0.014357
COUNTY	0.272607
HIGH PLAINS HISTORICAL	0.002313
CITY OF MCCOOK GEN	0.44

Photos

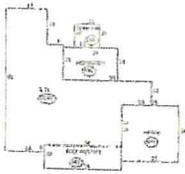


Other Images





Sketches



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

The public information contained herein is furnished as a public service by Red Willow County. The map, all associated data and measurements are approximate and not to be used for any official purpose. Red Willow County makes no warranties, either expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the information for any other particular use. Furthermore, Red Willow County assumes no liability associated with the use or misuse of said information.
[| User Privacy Policy](#) | [GDPR Privacy Notice](#)
Last Data Upload: [8/25/2025, 9:28:05 AM](#)

Contact Us

Developed by
 **SCHNEIDER**
GEO SPATIAL

ARTICLE 9

RESIDENTIAL MEDIUM DENSITY DISTRICT (RM)

Article 9 - Residential Medium Density District (RM)

Section 901. Intent. The intent of a Residential - Medium Density District (RM) is to provide for medium density residential use areas together with certain prescribed compatible uses.

Section 902. Permitted Principal Uses and Structures. The following principal uses and structures shall be permitted in Residential - Medium Density Districts (RM):

1. Dwellings, single family.
2. Manufactured homes under the prescribed conditions of Section 2113 of this Ordinance.
3. Dwellings, duplex.
4. Churches, places of worship and cemeteries.
5. Public uses: including but not limited to parks, playgrounds, recreational uses, fire stations, public utilities and utility distribution systems.
6. Child care homes.
7. Group Homes.

Section 903. Permitted Accessory Uses and Structures. The following accessory uses and structures shall be permitted in Residential - Medium Density Districts (RM):

1. Home occupations under the prescribed conditions of Section 2116 of this Ordinance.
2. Mobile homes under the prescribed conditions of Section 2109 of this Ordinance.
3. Accessory uses and structures normally appurtenant to the permitted uses and structures when established within the space limits of this district, and under the prescribed conditions of Section 2103 of this Ordinance.

Section 904. Special Exceptions. After the provisions of this Ordinance relating to special exceptions have been fulfilled, the City Council may permit as special exceptions in Residential - Medium Density Districts (RM):

1. Dwellings, multiple-family
2. Professional offices.
3. Colleges and universities.
4. Dwellings, Townhouses.
5. Public and parochial nursery, primary, intermediate and secondary schools.
6. Alternative energy systems utilizing Biomass, Geothermal, Hydropower, Solar and/or Wind sources in conformance with "Net Metering" per Nebraska State Statutes §70-2001 to 2005 (August 30, 2009, as amended). Individual or "Small Wind Energy Conversion Systems (SWECS) shall also be in conformance with the provisions of Section 2117 of this Ordinance.

EXHIBIT - #6

7. Private golf courses and country clubs.
8. Child care center.
9. Hospitals, nursing homes, retirement and elderly housing facilities.
10. Medical clinics and other health facilities.
11. Funeral homes and funeral chapels.
12. Mobile home parks under the prescribed conditions of Section 2110 of this Ordinance.
13. Museums; historic and monument sites.
14. Telecommunication Towers under the prescribed conditions of Article 30 of this Ordinance.
15. Boarding House, Rooming House, or Bed and Breakfast.
16. Timeshare and Vacation Rental.

Section 905. Prohibited Uses and Structures.¹ All other uses and structures, including a Shouse, which are not specifically permitted or not permissible as special exceptions shall be prohibited from Residential Medium Density Districts (RM).

Section 906. Height and Area Regulations.¹ The minimum lot and maximum height provisions shall be as follows:

	Lot Area (Sq. Ft.)	Lot Width	Front Yard	Side Yard	Rear Yard	Height Principle/Acces.
Single Family Dwelling	5,000	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 nd side of interior lots. (2) (3)	15'	35' / 25'
Duplex Dwelling	2,500 per dwelling unit	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 nd side of interior lots. (2) (3)	15'	35' / 25'
Multifamily Dwelling	2,500 per dwelling unit	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 nd side of interior lots. (2) (3)	15'	45' / 25'
Townhouse dwelling	2,500 per dwelling unit	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 nd side of interior lots. (2) (3)	15'	45' / 25'
Other Permitted Uses	5,000	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 nd side of interior lots. (2) (3)	15'	35' / 25'

¹Revised September 16, 2024 - Ordinance No. 2024-3090

- Notes:
- (1) In the case of structures erected on lots adjacent to lots which have structures existing at the effective date of this Ordinance, the required front yard may be the average of the front yards existing on the adjacent lots.
 - (2) Side yards for corner lots facing the street shall be one-half of the front yard setback minimum requirements.
 - (3) A non-combustible carport may be constructed with a minimum side yard clearance of three feet (3') feet and shall be attached to an existing structure.
 - (4) Platted lots in existence as of the 2013 update of this Ordinance may have a lot width of fifty (50) feet or less, as long as the lot meets the front, side and rear yard setback requirements. (See Section 2202 of this Ordinance).

Section 907. Maximum Lot Coverage. The maximum lot coverage for all buildings shall not be more than fifty-five (55) percent of the total lot area.

Section 909. Parking Regulations. Parking within the Residential Medium Density District (RM) shall be in conformance with the provisions of Section 2111 of this Ordinance.

Section 910. Fence Regulations. Fences, walls and hedges within the Residential Medium Density District (RM) shall be in conformance with the provisions of Section 2102 of this Ordinance.

Section 911. Sign Regulations. Signs within the Residential Medium Density District (RM) shall be in conformance with the provisions of Section 2112 of this Ordinance.

ARTICLE 24
SPECIAL EXCEPTIONS

Article 24 - Special Exceptions

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

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

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

EXHIBIT - #7

FINDINGS AND DETERMINATIONS OF MCCOOK CITY COUNCIL

CASE NO. _____

SIGNED: _____
Mayor

DATE _____

ATTEST: _____
City Clerk

SPECIAL EXCEPTION CONSIDERATIONS:

YES NO

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

2. The specific rules governing special exceptions have been complied with.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CITY COUNCIL FINDINGS AND DECISION:

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

THIS _____ DAY OF _____, 20____.

McCook Planning Commission
October 13, 2025
5:15 P.M.

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

Present: Chair Chad Lyons; Vice Chair Tammie Hilker; Commissioners Matt Davidson, Kelly Hammerlun, Bruce McDowell, Jesse Stevens.

Absent: Commissioners Camy Bradley, Jamie Mockry, Kurt Vosburg, Bobby Gaulke.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 9, 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 all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public. Open Meetings Act Announcement.

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

1. Approve the minutes of the September 8, 2025 regular Planning Commission meeting.

Motion to approve the minutes of the September 8, 2025 regular Planning Commission meeting. This motion, made by Chad Lyons and seconded by McDowell, passed.

Bradley: ABSENT, Davidson: YEA, Gaulke: ABSENT, Hammerlun: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: YEA, Vosburg: ABSENT
YEA: 6, NAY: 0, ABSENT: 4

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by Linda and Lee Maiden to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at #2 Gemini Court, legally described as Lots 8 and 9, Block 2, Third Century II Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Linda and Lee Maiden to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at #2 Gemini Court, legally described as Lots 8 and 9, Block 2, Third

EXHIBIT #9

PAGE(S) - 3

Century II Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Jesse Stevens, passed. Bradley: ABSENT, Davidson: YEA, Gaulke: ABSENT, Hammerlun: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: YEA, Vosburg: ABSENT
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 13, 2025 Planning Commission meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing mailed and posted (1 page); Exhibit #4 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #5 - Land Use Action Request Form and attachments (10 pages); Exhibit #6 - City of McCook Zoning Ordinance Article 9, Residential Medium Density District (RM) (3 pages); Exhibit #7 - City of McCook Zoning Ordinance Article 24, Special Exceptions (1 page); and Exhibit #8 - Findings and Determinations of McCook City Council (2 pages).

City Manager Schneider reviewed the information presented in Exhibit #1. Adjourn the Public Hearing.

With no one present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Chad Lyons and seconded by Matt Davidson, passed. Bradley: ABSENT, Davidson: YEA, Gaulke: ABSENT, Hammerlun: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: YEA, Vosburg: ABSENT
YEA: 6, NAY: 0, ABSENT: 4

- 2.B. Recommend approval to the City Council the application for a special exception by Linda and Lee Maiden to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at #2 Gemini Court, legally described as Lots 8 and 9, Block 2, Third Century II Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied, and said grant conditioned upon the applicant procuring proper commercial insurance and listing the City of McCook as an additional insured.

Motion to recommend approval to the City Council the application for a special exception by Linda and Lee Maiden to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at #2 Gemini Court, legally described as Lots 8 and 9, Block 2, Third Century II Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied, and said grant conditioned upon the applicant procuring proper commercial insurance and listing the City of McCook as an additional insured. This motion, made by Chad Lyons and seconded by Tammie Hilker, passed. Bradley: ABSENT, Davidson: YEA, Gaulke: ABSENT, Hammerlun: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: YEA, Vosburg: ABSENT
YEA: 6, NAY: 0, ABSENT: 4

- 2.C. Review and discuss the proposed Highway Commercial District (C-3) chapter of the proposed City of McCook Zoning Regulations and give input on the amount of detail

preferred in the Light Industrial (I-1) and Heavy Industrial (I-2) Districts.

Discussion was held regarding the Highway Commercial District (C-3) chapter of the proposed zoning ordinance.

After discussion, it was the consensus of the Commission to have the Light Industrial (I-1) and Heavy Industrial (I-2) District chapters brought back for consideration in a format similar to our current zoning ordinance.

There will be a meeting of the Commission scheduled for November 10, 2025.

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 6:39 P.M.

Recording Secretary

CITY MANAGER'S REPORT
OCTOBER 20, 2025 CITY COUNCIL MEETING

ITEM: 3.A.

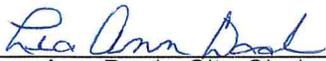
Approve the minutes of the October 6, 2025 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 16, 2025

McCook City Council
October 6, 2025
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 Gene Weedin, Darcy Rambali.

Absent: Councilmembers Jerry Calvin and Jared Muehlenkamp.

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

Taylor: YEA, Weedin: YEA, Rambali: YEA

YEA: 3, 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 Sergeant Nick Vargus; 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 October 2, 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. The 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.

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.

Items.

1. Announcements & Recognitions.

City Manager Schneider informed the council that a Planning Commission meeting has been

scheduled for October 13, 2025 at 5:15 P.M.

2. Presentations.

- 2.A. PFM Financial Advisors presentation and outline of the City of McCook's current rate schedule for background information preparing for a modified rate schedule in the future.

Matt Stoffel with PFM Financial Advisors gave a presentation regarding the city's current rate structure and provided information in preparation of a future modification to the rate schedule

3. Proclamations.

- 3.A. Approve the proclamation designating October 5 through 11, 2025 as "Fire Prevention Week" and authorize the Mayor sign.

Motion to approve the proclamation designating October 5 through 11, 2025 as "Fire Prevention Week" and authorize the Mayor sign. This motion, made by Weedon and seconded by Rambali, passed.

Calvin: ABSENT, Muehlenkamp: ABSENT, Taylor: YEA, Weedon: YEA, Rambali: YEA
YEA: 3, NAY: 0, ABSENT: 2

Fire Chief Harpham presented the proclamation and recognized Firefighter James Slaten for all he does in preparation for fire week.

4. Consent Agenda.

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

Calvin: ABSENT, Muehlenkamp: ABSENT, Taylor: YEA, Weedon: YEA, Rambali: YEA
YEA: 3, NAY: 0, ABSENT: 2

- 4.A. Approve the minutes of the September 15, 2025 regular City Council meeting and the September 29, 2025 special City Council meeting.

- 4.B. Declare the listed abandoned and unclaimed vehicles and property as surplus city property to be disposed of in the appropriate legal manner.

- 4.C. Adopt the Disadvantaged Business Enterprise (DBE) Program for McCook Ben Nelson Regional Airport for FAA Fiscal Years 2025, 2026, and 2027 and authorize the Mayor to sign.

- 4.D. Approve the application for a Special Designated Liquor License (SDL) submitted by Danbury Rec, LLC, Liquor License #C-125089 for the McCook Community Hospital Christmas party to be held at the City Auditorium, 302 West 5th Street, on December 5, 2025 from 1700 to 2359.

- 4.E. Forward to the City's insurance carrier for review and appropriate action a property damage claim from Skolout LLC, Michael Skolout.
- 4.F. Receive and file the claims for the month of August 2025 and published September 16, 2025.
- 4.G. Ratify the Mayor's appointments to the: Building and Housing Code Advisory and Appeals Board - reappoint Andrew Hedke - term expires September 2029; the Library Advisory Board - appoint Alison Marts - term expires June 2029; the Parks Advisory Board - reappoint Jeremy Labrie - term expires May 2028; the Planning Commission - appoint Kelly Hammerlun - term expires September 2028; and the Senior Citizens Advisory Board - appoint Jan Breese and Tom Stewart - terms expire September 2028.
- 4.H. Adopt Resolution No. 2025-32 setting the property tax request for FY 2025/2026.
- 4.I. Approve bid specifications for a mobile in-car video camera system, including body-worn cameras, and set the date to receive bids as October 27, 2025 at 2:00 P.M.
- 4.J. Approve bid specifications for (1) one new current model year full size half ton crew cab 4-wheel drive SSV or PPV truck for use by the McCook Police Department and set the date to receive bids as November 4, 2025 at 2:00 P.M.

5. Regular Agenda.

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

City Manager Schneider gave an update regarding the youth sports complex - things have started to move quickly, work has begun on fencing, foundations, the 4-plex, particularly the northeast and southeast fields and staff continues to work with Jessica Bortner on grants.

- 5.B. Ordinance No. 2025-3109 providing for the amendment of Chapter 38: Appendix F, Solid Waste Collection Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2025-3109 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. 2024-3087 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. 2025-3109 has been read by title and I move to approve upon its second of three readings. This motion, made by Rambali and seconded by Weedon, passed.

Calvin: ABSENT, Muehlenkamp: ABSENT, Taylor: YEA, Weedon: YEA, Rambali: YEA
YEA: 3, NAY: 0, ABSENT: 2

5.C. 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 6:04 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
OCTOBER 20, 2025 CITY COUNCIL MEETING**

ITEM: 3.B.

RECOMMENDATION:

APPROVE THE REQUEST FROM PARKER TO INTERMITTENTLY CLOSE KARRER STREET NORTH OF SOUTH STREET, ALONG THE WEST SIDE OF THEIR FACILITY, TO INSTALL NEW EQUIPMENT BEGINNING ON OCTOBER 16, 2025 AND CONTINUING THROUGH THE END OF 2025 FOR THE INSTALLATION OF NEW EQUIPMENT.

BACKGROUND:

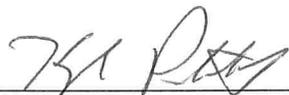
This request is for the intermittent closing of Karrer Street that is located along the west side of Parker's facility on South Street. Parker is requesting permission to intermittently close Karrer Street beginning on October 16, 2025 through the end of 2025. This closure is being requested in order for them to install new equipment that will involve the use of cranes.

In order not to delay their project, staff has given them permission to begin their project on October 17, 2025.

FISCAL

IMPACT: None.

APPROVALS:



Kyle Potthoff, Public Works Director

October 15, 2025



Nate Schneider, City Manager

October 15, 2025

Kyle Potthoff

From: David S Sloggett <DSSloggett@parker.com>
Sent: Wednesday, October 15, 2025 1:00 PM
To: Kyle Potthoff
Subject: Karrer street

Kyle, we are starting a large project here at the Parker hose plant and will need to utilize Karrer street on the west side of our facility for crane setup and usage.

We will be installing new equipment on the top of our material storage silos and the mixing facility. Starting the week of 11/17 through the end of 2025 we will need intermittent access to Karrer street for crane usage.

I don't think we will need to close the street completely off but semi traffic will not be able to pass through while the crane or cranes are in use.

FYI, we will be using a crane tomorrow, 10/16, for a few hours in the morning to set a bridge access platform from the silos to the north side of our mixing building.

Thanks,
Scott

Scott Sloggett
Maintenance Manager
Parker Hannifin Corporation
400 South Street, McCook, NE 69001
Direct +1-308-344-3223
dssloggett@parker.com



"PLEASE NOTE: The preceding information may be confidential or privileged. It only should be used or disseminated for the purpose of conducting business with Parker. If you are not an intended recipient, please notify the sender by replying to this message and then delete the information from your system. Thank you for your cooperation. Parker Hannifin Corporation and its subsidiaries, affiliates and associated companies ("Parker") process personal data in accordance with Parker's Personal Data Privacy Policy which may be accessed from www.parker.com"

**CITY MANAGER'S REPORT
OCTOBER 20, 2025 CITY COUNCIL MEETING**

ITEM: 3.C.

RECOMMENDATION:

Forward to the City's Insurance carrier for review and appropriate action a ~~property damage claim~~ general liability (ad) from Carrie Goltl.

BACKGROUND:

Staff received the property damage claim from Carrie Goltl. The governing body is required to forward the claim to the City's Insurance carrier for review and appropriate action.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 15, 2025



Tera Koetter, Assistant City Manager

October 15, 2025



Nate Schneider, City Manager

October 15, 2025

**CITY MANAGER'S REPORT
OCTOBER 20, 2025 CITY COUNCIL MEETING**

ITEM: **3.D.**

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Board of Zoning Adjustment - appoint Dave Winder as the Extra Territorial Representative - term expires September 2025;
- Economic Development Plan Citizen's Advisory Review Committee - reappoint Alexis Davidson - term expires July 2028;
- Housing Agency Board - appoint Darius Bolli (resident) - term expires November 2030

BACKGROUND:

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 15, 2025

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)

GREG LARSON

402 Park Avenue

Appointed - November 2011 (replaced Duane Tappe)

Reappointed - January 2023

Term Expires - January 2026

gat96@yahoo.com

350-1049 (C)

345-2280 (W)

RYAN MOORE

1412 Centennial Drive

Appointed - April 2016 (replaced Fred Shepherd)

Reappointed - January 2023

Term Expires - January 2026

rmoore@hendersonstatebank.net

340-1345 (C)

345-4994 (W)

JERRY REITZ*

808 West 4th Street

Appointed - November 2008 (replaced Bill Longnecker)

Reappointed - January 2023

Term Expires - January 2026

jreitz@hotmail.com

345-7828 (H)

340-0866 (C)

DAVE WINDER

340-8733

Appointed - October 2025 (Replaced Rick Haney)

Term Expires - September 2028

(Extra Territorial Representative)

rick5haney@gmail.com

ANDY WEBER - ALTERNATE

1109 Country Club

Appointed - August 2022 (replaced Dennis Chipman)

Reappointed - January 2023

Term Expires - January 2026

andrew@wdesignea.com

316-772-1906

*Denotes Chairperson

**Denotes Vice Chairperson

3 yr. terms

**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

JORDAN JOHNSON
#15 Spyglass
jordanj@gtagroup.com
Appointed - September 2017 replaced Linda Taylor (original 3-yr term)
Reappointed - July 2023
Term Expires - July 2026

RICK SINNER 308-289-9557 (C)
908 Missouri
rick@gfrc.com
Appointed - November 2022 (Replaced Bob Elder)
Reappointed - July 2023
Term Expires - July 2026

JEANETTE PETERS
406 West "R" Street 340-8560 (C)
jeanettepeters@hotmail.com
Appointed - September 2018 (Replaced Bill Burton)
Reappointed - July 2023
Term Expires - July 2026

ALL FUTURE TERMS 3-YEAR

October 15, 2025

HOUSING AGENCY BOARD

BARB OSTRUM

737-8047 (C)

106 S 9th

Appointed - September 2013

Reappointed - October 2023

Term Expires - November 2028

TERRY PETERSON

345-7573 (H)

512 Elizabeth Lane

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)

Term Expires - November 2026

AMANDA ENGELL

1410 Centennial

Appointed - January 2023 (replaced Kristin Stagemeyer)

Term Expires - November 2027

*Denotes Chairperson

5 yr. terms

CITY MANAGER'S REPORT
OCTOBER 20, 2025 CITY COUNCIL MEETING

ITEM: 3.E.

Approve the Addendum to McCook Humane Society Agreement, increasing the contract amount the City of McCook pays for animal services for Fiscal Year 25/26 and authorize the Mayor to sign.

BACKGROUND:

At the August 11, 2025, 2025 Budget Work Session Joyce Anderson, Treasurer and Bruce McDowell, of the McCook Humane Society, requested that the yearly contract amount paid by the City of McCook for animal service expenses be increased by 10%. The increase will offset inflationary increases and help cover costs of intake animals originating within the city limits of McCook. The Humane Society proposed increasing the monthly contract amount from the current payment of \$4,068.32 to \$4,475.15 and the annual cap on utilities will remain at \$9,000. The requested increase has been included in the FY25/26 Budget.

Attached to this report is the letter of request from Ms. Anderson which provides details of the requested increase. A copy of the original agreement from January 18, 2021 is also include.

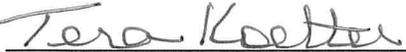
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 15, 2025



Tera Koetter, Assistant City Manager

October 15, 2025



Nathan A. Schneider, City Manager

October 15, 2025

ADDENDUM TO MCCOOK HUMANE SOCIETY AGREEMENT

This addendum is made and entered into on the date of execution shown by and between the City of McCook, a Municipal Corporation, and the McCook Humane Society, a Nebraska non-profit corporation. The parties are hereinafter referred to as "City" and the "Society", respectively.

Commencing October 1, 2025 the parties hereby agree that paragraph number 2.02 is hereby amended to include the following:

The City of McCook shall pay for utilities (electric, gas, and water) but not to exceed \$9,000.00 per year.

The City of McCook, based on 2024 expenses, shall pay Fifty-Three Thousand Seven Hundred One and 80/100 Dollars (\$53,701.80) annually. Such sum shall be paid in equal monthly installments of Four Thousand Four Hundred Seventy-five and 15/100 Dollars (\$4,475.15), each installment to be paid not later than the twentieth (20th) day of the month following each month in which the Society provides service under this agreement.

The annual rate will be adjusted yearly to reflect actual cost for the percentage of McCook animals handled the prior year.

All other terms and conditions of the original AGREEMENT dated January 18, 2021 shall continue to be in full force and effect.

Dated this 20th day of October, 2025.

City of McCook
A Municipal Corporation

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

ATTEST:

Lea Ann Doak, City Clerk

McCook Humane Society
A Non-Profit Corporation,

By _____
President



McCook Humane Society, Inc.
P.O. Box 13 • 100 South Street
McCook, NEBRASKA 69001

Friend of the Friendless

Email: humanesociety@mccooknet.com • www.mccookhumanesociety.com

June 16, 2025

McCook City Clerk
Nate Schneider
302 W 5th
McCook, NE 69001

City Council and City Administration:

We appreciate all your past funding. We couldn't run without the funding from our city. All figures are based on a four-year average now for City of McCook animal intakes.

We found that 63% of the animals that we intake originated from within the city limits of McCook. Of the 399 McCook pets, 67% are strays. We have also had 7 MPD seizures/court holds in the last year with between a 10-day to 60-day hold per animal. Based on our operating expenses related to McCook pets of \$230,370, the City is only covering 24% of those costs. Thanks to our generous donors, we have been able to continue our mission without the city covering all their costs.

You are currently pay \$4068.32 toward the cost of City of McCook animals. We are requesting a 10% increase to \$4475.15 per month in addition to the utility reimbursements. The increased minimum wage is going to be increasing our payroll, which is already 70% of our budget.

The City of McCook animals is a larger percentage (76% from May 2024 to April 2025) in past years due to the fact that we are charging a surrender charge to all non-Red Willow County animals and not taking in any law enforcement animals from other counties or cities/villages.

We are requesting an increase in funds to help cover the costs incurred from this area. We would be more than happy to speak at an upcoming meeting, please contact us if a time is set on the agenda or if we need to fill out a form beforehand.

We are contacting the other cities and counties that support our mission to help cover the costs of animals from their areas.

Sincerely,

Joyce Anderson

Treasurer

mccookhumanesociety@gmail.com

4475.15
per mo.

64.1

53,701.80

9,000.00

62,701.80

1076

5%

AGREEMENT

THIS AGREEMENT is made and entered into on the date of execution shown with the signatures on the sixth and final page hereof, by and between the CITY OF MCCOOK, a municipal corporation, and the MCCOOK HUMANE SOCIETY, a Nebraska non-profit corporation. These parties are hereinafter referred to as the "City" and the "Society," respectively.

WHEREAS, the City recognizes that the safe and humane keeping of impounded and stray animals is necessary for the public health, safety, and welfare; and

WHEREAS, the State of Nebraska has enacted statutes, and the City has enacted certain ordinances, dealing with animal control and authorizing impoundment and keeping of animals; and

WHEREAS, the Society is an organization dedicated to the humane care and keeping of animals and has certain pound and other facilities;

NOW THEREFORE, in consideration of the covenants contained herein, it is agreed to by and between the parties as follows:

I. Obligations of the Society

The Society agrees:

1.01 Poundmaster.

To act as poundmaster and to perform all of the services necessary to the impoundment of animals under the Municipal Code within the City limits and, where applicable, agrees to utilize the assistance of the McCook Police Department for the enforcement of the applicable laws.

1.02 Services and Facilities Furnished.

To furnish the facilities and services of an animal shelter for the impoundment of animals.

1.03 Rabies Clinics.

To conduct rabies clinics, with the cooperation of local veterinarians, to ensure that as many animals as possible will be vaccinated against this disease.

1.04 Holding of Animals.

To hold and kennel animals for at least 72 hours after the Society receives each animal and until the claiming, adoption, or disposal of such animal as provided by law and by this Agreement and to provide during such holding adequate food, water, and sanitary conditions in accordance with good veterinary practices.

1.05 Maintaining of Records.

To maintain accurate, complete, and current records of all animals that are kenneled, disposed of, adopted, or returned to their owners and to hold such records for five years after their creation.

1.06 Advice to City.

To provide to the City and its Police Department such advice as shall be necessary for the City to comply with all statutes and regulations concerning rabid animals, their storage, and the determination of their condition.

1.07 Animals Suspected of Having Rabies.

To hold any animals suspected of having rabies, or having bit a person, for a period of ten (10) days. If such animal should exhibit the symptoms of rabies, or be found rabid by a licensed veterinarian, then the animal shall be destroyed. The Society will advise authorities on means of preservation and transportation of destroyed animals.

1.08 Employees Not to Make Arrests.

Neither the Society nor any of its employees, servants, or agents shall make arrests or issue citations for violations of any City ordinances, but shall properly and promptly bring existence of any violations to the attention of proper officers.

1.09 Independent Contractor.

The Society shall, in the performance of this Agreement, at all times be an independent contractor and not an employee or agent of the City. The Society, its officers, directors, employees and agents shall at no time represent the Society to be other than an independent contractor nor shall any of such persons represent themselves to be employees of the City.

1.10 Insurance.

The Society shall maintain the insurance coverage described hereafter in this section throughout the term of this Agreement and shall make the policy or policies available to the

City for copying upon request of the City's City Manager or his or her designee. The coverage described in this section shall be issued by insurers licensed to do business in Nebraska.

- (a.) The Society shall maintain comprehensive general liability insurance with limits of not less than three hundred thousand dollars (\$300,000.00) per occurrence and six hundred thousand dollars (\$600,000.00) aggregate bodily injury. Such comprehensive general liability insurance shall include independent contractor coverage, personal injury coverage, contractual coverage, and coverage for operations of the Society.
- (b.) The Society shall maintain worker's compensation insurance as required by applicable statute.

1.11 Indemnity.

The Society shall indemnify and save harmless the City, its officers, employees, and agents from all loss, claims, suits or actions of every kind and character made upon or brought against the City, its officers, employees, and agents, for or on account of any alleged injuries or damages received or sustained by any party or parties as a result of any act, error, omission negligence or intentional act of the said Society or its servants, agents, and subcontractors arising under and/or connected with this Agreement, or by or in consequence of any other act, error or omission, or negligence or intentional act of said Society or its servants, agents, and subcontractors.

1.23 Notification of owners of animals.

The Society shall notify the owner, if locatable after reasonable search, of any animal which the Society has in its possession under the provisions of this Agreement.

II. Obligations of the City

The City agrees:

2.01 Fees and other sums collected.

The Society shall retain all sums collected and amounts paid to it arising from transactions involving the boarding and keeping of animals and shall have the right to determine the use thereof in its sole discretion.

2.02 Compensation of Society.

The City of McCook shall continue to pay for utilities (electric, gas, and water) but not to exceed \$12,000.00 per year.

The City of McCook, based on 2020 expenses, shall pay Thirty-Four Thousand Two Hundred Eighty-One Dollar (\$34,281.00) annually. Such sum shall be paid in equal monthly installments of Two Thousand Eight Hundred Fifty-Six and 75/100 Dollars (\$2,856.75), each installment to be paid not later than the tenth (10th) day of the month following each month in which the Society provides service under this agreement.

The annual rate will be adjusted yearly to reflect actual cost for the percentage of McCook animals handled the prior year.

The City of McCook, based on 2020 expenses, shall make payment of an additional One Thousand Dollars (\$1,000.00). Such sum shall be paid in equal monthly installments of Eighty-Three and 33/100 Dollars (\$83.33), each installment to be paid not later than the tenth (10th) day of the month following each month in which the Society provides service under this Agreement.

2.03 Grant of ownership of dogs to Society.

The City hereby grants to the Society the City's right, and ownership of each and every dog hereafter acquired by the City under Section 90.30 of the McCook Municipal Code and applicable city ordinances when such dog has been held by the Society for a continuous period in excess of seventy-two (72) hours, upon the express conditions that:

- (a.) The Society shall not sell such dog, but may solicit donations from persons to whom it gives dog.
- (b.) The Society shall impose as conditions with the gift of any dog to any person residing within the corporate limits of the City the requirements that the new owner shall have the dog neutered or spayed, inoculated against rabies, and licensed in accordance with the current Municipal Code and ordinances of the City.

III. Miscellaneous

The parties further agree to the following provisions:

3.01 Applicable Law.

The parties to this Agreement shall comply with all existing applicable City ordinances and

with state and federal laws, rules, and regulations. Nebraska law will govern the interpretation of the terms and the performances under this Agreement.

3.02 Entire Agreement.

This document contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms herein unless such alteration shall be done in writing and signed by an authorized officer of each of the respective parties.

3.03 Society Not to Assign.

The Society may not assign its rights under this Agreement without the express prior written consent of the City.

3.04 Compliance with Provisions as Written.

All provisions of this Agreement and of any documents that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized officers.

3.05 Term.

This Agreement shall be in effect from the date of its execution by the parties. This Agreement shall automatically be extended on a yearly basis, unless either party shall give written notice of their intent to terminate said Agreement sixty (60) days prior to termination.

3.06 Notice.

Notice given by one party to the other under this Agreement shall be deemed sufficient if mailed by United States Mail to the following addresses, respectively:

City of McCook
PO Box 1059
McCook, NE 69001

McCook Humane Society
PO Box 13
McCook, NE 69001

3.07 Communication of Information.

The parties shall promptly, accurately, and completely communicate to each other all information and inquiries received concerning the ownership and impoundment of animals under this Agreement so as to prevent improper disposition of such animals due to lack of

information. Preference shall be given to telephone or electronic communication of information in the interest of immediacy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement consisting of six pages, of which this is the sixth, to be executed on January 18, 2021.

ATTEST:

CITY OF MCCOOK,
A Municipal Corporation



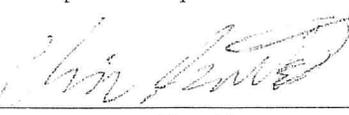
Lea Ann Doak, City Clerk

By 

Michael D. Gonzales, Mayor

(Seal)

MCCOOK HUMANE SOCIETY,
a Non-profit Corporation

By 

President

(Seal)



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

Job: 25147373

APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Telcom Construction for Lumen / Century Link DATE: 10/6/25
ADDRESS: PO Box 189, Clearwater, MN 55320 PHONE: (320) 365 - 0086
FAX: _____ START DATE: 10/8/25 FINISH DATE: 12/29/25

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

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

Location: Beginning 196 feet (East West North South) of Intersection Cheyerne RD
and alley _____ and ending (East West North South) _____ feet of Intersection _____

Customer's address: 336 N CHEROKEE RD

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

Performance Guarantee: (Make Payable to City of McCook)
Amount: \$ _____ Check No. _____ Soc. Sec. No. Or FID No. _____

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

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

Jane Brown
Applicant's Signature

Utilities Director Approval

Mayor

Date

Director of Public Works Approval



**CITY MANAGER'S REPORT
OCTOBER 20, 2025 CITY COUNCIL MEETING**

ITEM: 3.G.

RECOMMENDATION:

APPROVE THE SPECIFICATIONS FOR THE 2026 ARMOR COATING PROJECT AND SET THE TIME AND DATE TO RECEIVE BIDS AS 2:30 P.M. NOVEMBER 10, 2025

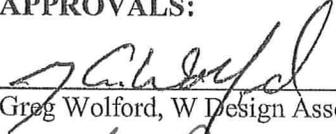
BACKGROUND

This is the annual armor coating maintenance done by the City.

As has been done in the past, the City will receive bids for the contractor to supply oil in full transport loads. Included in the contractor's bid is applying the oil; then placing and rolling the gravel. The gravel is supplied by the City. The Specifications call for two complete transports of oil with the option of adding a third if funds are available.

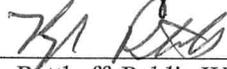
FISCAL IMPACT: None.

APPROVALS:



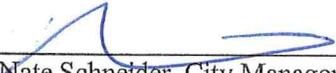
Greg Wolford, W Design Associates

Date: 8 Oct 25



Kyle Potthoff, Public Works Director

Date: 10/10/25



Nate Schneider, City Manager

Date: 10/10/25

ADVERTISEMENT FOR BIDS

The CITY OF McCOOK, Nebraska will receive sealed bids for the 2026 Armor Coating Project and associated work as described in the Plans and Specifications until 2:30 P.M. at the Office of the City Clerk, McCook Municipal Center, 505 West "C" Street, McCook, Nebraska on November 10, 2025 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center.

All bids must be made on the Proposal Form provided with the Plans and Specifications as prepared by W DESIGN ASSOCIATES, Consulting Engineers and Architects. Bids received after the closing will be returned unopened and shall not be considered.

Contractors may obtain paper copies of the Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$15.00 for each set requested. Electronic copies may be obtained by email from Breanna@wdesignea.com at no cost.

Each bid shall be accompanied by a certified check, cashier's check, or bid bond in an amount of not less than five percent (5%) of the total bid amount, and shall be made payable to the City of McCook, Nebraska as security that the bidder to whom the contract may be awarded will enter into contract to construct the project and give bond in the sum of the total contract amount for the construction of the project. Checks accompanying bids not accepted shall be returned to the bidders. Performance and Payment Bonds will be required for this project.

This project is the armor coating of various City streets in McCook.

No bid shall be withdrawn after opening the bids without the consent of the McCook City Council for a period of 45 days.

The City of McCook reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.

Date: October 20, 2025.

-s- Lea Ann Doak
City Clerk

Publish: October 23, 30, and November 6, 2025.

SPECIFICATIONS
FOR
CITY STREET ARMOR COATING
McCOOK, NEBRASKA

2026 ARMOR COATING PROJECT
OCTOBER, 2025



CERTIFICATE OF AUTHORIZATION: CA0011

W DESIGN ASSOCIATES
CONSULTING ARCHITECTS & ENGINEERS
McCOOK/HASTINGS, NEBRASKA

TABLE OF CONTENTS

<u>GENERAL INSTRUCTIONS</u>	<u>SECTION OR PAGE</u>
Advertisement for Bids	00020
Instructions to Bidders	00100
Proposal Form	00310
Contract	00500
<u>GENERAL CONDITIONS AND CONSTRUCTION CONTRACT</u>	
General Conditions –	
NDOT Standard Specifications for Highway Construction - 2017	**
Supplementary Conditions	00800
<u>DETAILED SPECIFICATIONS</u>	
SUMMARY OF WORK	01010
ALTERNATE MATERIALS OR METHODS	01100
EXISTING FACILITIES	01800
CHANGES TO STANDARD SPECIFICATIONS - TECHNICAL	01805

** *These NDOT Documents shall be considered a part of these written Contract Documents as if attached hereto and herein written.*

SECTION 00020 - ADVERTISEMENT FOR BIDS

The CITY OF McCOOK, Nebraska will receive sealed bids for the 2026 Armor Coating Project and associated work as described in the Plans and Specifications until 2:30 P.M. Central Time at the Office of the City Clerk, McCook, Nebraska on November 10, 2025 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center.

All bids must be made on the Proposal Form provided with the Plans and Specifications as prepared by W DESIGN ASSOCIATES, Consulting Engineers and Architects. Bids received after the closing will be returned unopened and shall not be considered.

Contractors may obtain paper copies of the Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$15.00 for each set requested. Electronic copies may be obtained by email from Breanna@wdesignea.com at no cost.

Each bid shall be accompanied by a certified check, cashier's check or bid bond in an amount of not less than five percent (5%) of the total bid amount and shall be made payable to the City of McCook, Nebraska as security that the bidder to whom the contract may be awarded will enter into contract to construct the project and give bond in the sum of the total contract amount for the construction of the project. Checks accompanying bids not accepted shall be returned to the bidders. Performance and Payment Bonds will be required for this project.

This project is the armor coating of various City streets in McCook.

No bid shall be withdrawn after opening the bids without the consent of the McCook City Council for a period of 45 days.

The City of McCook reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.

Date: October 20, 2025
-s- Lea Ann Doak, City Clerk
City of McCook, NE

Publish: October 23, 30 and November 6, 2025

SECTION 00100 - INSTRUCTIONS TO BIDDERS

To be considered, Proposals must be made in accord with these Instructions to Bidders.

1. EXAMINATION

Bidders shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.

2. QUESTIONS

Submit all questions about the Plans and Specifications to the Engineer in writing. The Engineer and the Owner will not be responsible for oral clarification.

3. SUBSTITUTIONS

To obtain approval to use unspecified products, bidders shall submit written requests at least ten (10) days before the bid date. Requests received after this time may not be considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, the Engineer will approve it in an Addendum issued to all prime bidders on record.

4. PROPOSALS

Proposals shall be made on unaltered Proposal Forms furnished by the Engineer. Fill in all blank spaces and submit one copy. Proposals shall be signed with name typed below signature. Where bidder is a corporation, Proposals must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

5. BID SECURITY

Bid security shall be made payable to the City of McCook in the amount of five percent (5%) of the Proposal sum. Security shall be either certified check, cashier's check or bid bond issued by surety licensed to conduct business in the State of Nebraska. The successful bidder's security will be retained until he has signed the contract. The Owner reserves the right to retain the security of the next two lowest bidders until the lower bidder enters into contract or until ten days after bid opening whichever is the shorter. All other bid security will be returned as soon as practicable. If a bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty.

6. BONDS

Performance and Payment Bonds are required in the amount of 100% of the contract price.

7. SUBMITTAL

Submit Proposal and Bid Security in an opaque, sealed envelope. Identify the envelope with: (1) Project name; (2) Name of Bidder. Submit Proposals in accord with the Advertisement for Bids.

8. MODIFICATION AND WITHDRAWAL

Proposals may not be modified after submittal. Bidders may withdraw at any time before bid opening but may not resubmit them. No Proposal may be withdrawn or modified after the bid opening except where the award of Contract has been delayed for 45 days.

9. DISQUALIFIED

The Owner reserves the right to disqualify Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

10. OPENING

Proposals will be opened as announced in the Advertisement for Bids.

11. AWARD

The Contracts will be awarded on the basis of lowest responsible bid and the time of completion bid.

12. SALES TAX

The Contractor who is awarded the construction contract shall be appointed to act as a "Purchasing Agent" for the Exempt Organization for all materials to be incorporated into the Project. The Contractor will be supplied with a combination Purchasing Agent Appointment and Exempt Sale Certificate by the Exempt Organization. In turn the Contractor and/or his subcontractors shall provide their suppliers with copies of the document to enable them to purchase materials to be incorporated into the Project without payment of sales/use tax.

Billings from suppliers must be made out in the name of the Exempt Organization which appointed the Contractor as its Purchasing Agent and shall also show the name of the Contractor.

13. SPECIAL INSTRUCTIONS TO BIDDERS

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color or national origin.

c. The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §48-1101 through 48-1126 (Reissue 1998). The Contractor shall include this requirement in all subcontracts entered into pursuant to this agreement.

d. The Contractor shall comply with Fair Labor Standards as required by Neb. Rev. Stat. Sections 73-101 through 73-104 in the pursuit of his business and in the execution of this agreement.

SECTION 00310 – PROPOSAL FORM

_____, 2025

City Council
505 W. C St.
McCook, NE 69001

The undersigned, having inspected the site for the proposed construction and being familiar with all conditions of the work, including Drawings and Specifications thereof entitled "2026 ARMOR COATING PROJECT", McCook, Nebraska dated October, 2025 and including Addenda or Instructions issued during the estimate period, all as prepared by W DESIGN ASSOCIATES, hereby offers to furnish all plant, labor, equipment, materials and operations required for the complete and prompt execution of all work described in, or shown in, or reasonably implied by the above mentioned documents for such sums as detailed hereinafter:

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE EA.	TOTALS
1.	Armor Coat Oil*	1	Gal.	\$ _____	\$ _____

* The City of McCook will armor coat streets based on "Full Transport Loads" of oil applied. The city will purchase two transport loads with an option for a third. The bid price per gallon of oil includes the cost of the oil, application of gravel, labor and equipment required to armor coat the streets. The City will supply the aggregate to be stockpiled at the McCook Street Shop. See Section 01805.

Proposed START DATE _____

Proposed COMPLETION DATE _____

ALTERNATE NO. 1

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE EA.	TOTALS
1.	Aggregate for Armor Coat**	2	Units	\$ _____	\$ _____

**A "Unit" of Aggregate for Armor Coat shall be defined as sufficient aggregate required for the application of one full transport load of Armor Coat Oil. The Bidder shall specify below the type of aggregate to be supplied, either gravel or chips.

Type of Aggregate supplied: _____

Receipt of Addenda is hereby acknowledged:

No. ____ Date ____ No. ____ Date ____ No. ____ Date ____

I (we) acknowledge that the Owner reserves the right to reject any or all bids, to waive any informalities or technical defects or negotiate with any of the Contractors who have submitted Proposals if the Owner deems it to be for his best interests.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract Documents and Bonds to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner proof of insurance coverage, all within ten days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

Time is of the essence, and it is the Owner's desire to have this work complete before the start of school. The Contractor agrees to complete the work no later than the completion date bid. The Contractor further agrees that if work is completed after that date, he/she will pay to the Owner liquidated damages in the amount of \$100.00 per calendar day after the completion date required to complete the work.

This Proposal shall remain in effect for a period of forty-five (45) days after the closing time for the receipt of bids.

By

Address

Seal (If Corporation)

SECTION 00500 – 2026 SAMPLE ARMOR COATING CONTRACT

THIS AGREEMENT entered into this _____ day of _____ in the year TWO THOUSAND AND TWENTY-FIVE by and between _____ of _____ hereinafter referred to as the "CONTRACTOR" and the CITY OF McCOOK, McCook, Nebraska hereinafter referred to as the "OWNER".

WITNESSETH: That the parties under the CONTRACT agree that the CONTRACTOR shall carry out the following generally described work on the owner’s property in consideration of the unit prices as hereby set forth. 2026 ARMOR COATING PROJECT

ITEM DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
1. Armor Coat Oil	1	Gal.	\$ _____	\$ _____

The City of McCook agrees to purchase two full transport loads of Armor Coat Oil at the above unit price per gallon with the option to purchase a third full load.

All work shall be done in accordance with the Plans and Specifications provided to the CONTRACTOR and dated October, 2025.

Payment requests shall be made monthly and shall be sent to the ENGINEER.

TO WIT: The CONTRACTOR shall at his cost and under his sole responsibility furnish all labor, tools, materials, transportation, equipment and perform all work required for the completion of the work.

Further, the CONTRACTOR agrees to complete all work by _____, 2026 and accepts the liquidated damages clause included in the Proposal Form.

The CONTRACTOR shall comply with all of the State and Federal laws governing and shall hold the OWNER blameless for any and all liabilities arising out of his operations under the Contract. The CONTRACTOR shall provide the OWNER with a Certificate of Insurance for

Worker's Compensation, Comprehensive General Liability, Contractual Liability, Personal Injury and Comprehensive Automobile Liability.

IN WITNESS WHEREOF, the parties to this contract have severally affixed their signatures executing this instrument this _____ day of _____ 2025.

APPROVED:

By _____

By _____

Date _____

Date _____

City of McCook
P. O. Box 1059
McCook, NE 69001

SECTION 00800 - SUPPLEMENTARY CONDITIONS

INTRODUCTION

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction". Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1. All such variations shall be shown on the field documents which shall be delivered to the Engineer before final payment is made.
2. The Contractor shall provide a Certificate of Insurance of the following types and in amounts not less than the following:
 - A. Worker's Compensation:

(a) State:	Statutory
(b) Applicable Federal:	Statutory
(c) Employer's Liability	\$1,000,000.00
 - B. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury:		
	\$1,000,000.00	Each Occurrence
	\$1,000,000.00/\$1,000,000	Annual Aggregate
(b) Property Damage:		
	\$1,000,000.00	Each Occurrence
	\$1,000,000.00	Annual Aggregate
(c) Products and Completed Operations to be maintained for one year after final payment.		
(d) Property Damage Liability Insurance will provide X, C or U coverage, as applicable.		
 - C. Contractual Liability:

(a) Bodily Injury:		
	\$1,000,000.00/\$1,000,000	Each Occurrence
(b) Property Damage:		
	\$1,000,000.00	Each Occurrence
	\$1,000,000.00	Annual Aggregate
 - D. Personal Injury, with Employment Exclusion deleted:

	\$1,000,000.00	Annual Aggregate
--	----------------	------------------

- E. Comprehensive Automobile Liability:
 - (a) Bodily Injury:

\$1,000,000.00	Each Person
\$1,000,000.00/\$1,000,000	Each Occurrence
 - (b) Property Damage:

\$1,000,000.00	Each Occurrence
----------------	-----------------

- F. Umbrella Liability Coverage
 - (a) \$1,000,000.00

This umbrella coverage shall be over and above the stated coverages and amounts.

- G. Additional insurance required. Contractor shall carry in addition to that specifically named by the 'General Conditions', as follows:
 - (a) Completed Operations and Products Liability.
 - Maintained for one (1) year, commencing with issuance of Final Certificate for Payment.

3. FORM OF AGREEMENT

The form of agreement to be used for this project shall be as provided in the specifications.

4. SANITARY CONVENIENCES

Sanitary conveniences for use of all persons employed on the work shall be provided by the contractor.

5. SCHEDULING OF WORK

Insofar as is practicable, the contractor shall confine his operations to those parts of the site in which the construction work is located.

SECTION 01010 - SUMMARY OF THE WORK

GENERAL

The general contractor and its subcontractors will be required to follow these specifications as well as all Federal, State and local laws, ordinances, rules and regulations.

PROJECT DESCRIPTION

This project involves armor coating various city streets in accordance with the NDOT 2017 Standard Specifications for Highway Construction. The City Staff will direct the Contractor as to which streets will be armor coated.

NOTIFICATION OF RESIDENTS

The Contractor shall provide the City with a schedule of construction 10 days prior to starting the armor coating. The City will be responsible for notifying affected residents through media outlets five (5) days prior to construction.

In addition, the Contractor shall be responsible for hanging flyers on the doors of residences along streets being armor coated the day before armor coating to inform the residents to move vehicles off the streets.

ALTERNATE NO. 1

As an alternative to the City supplying the aggregate for this project, the Contractor may bid supplying the aggregate as well as the application included in the base bid. The Contractor may supply either gravel or chips, both of which must conform to the NDOT 2017 Standard Specifications for Highway Construction. The Contractor shall specify which type of aggregate is being supplied on the Proposal Form. As noted below, the type of aggregate along with the price and schedule may be used in consideration of the bid award.

AWARD OF BID

It is the intent that this project be completed in the summer of 2026. The City of McCook will consider time of completion along with price in the award of this bid. In addition, if Alternate No. 1 is accepted, the type of aggregate supplied will be considered as well, with chips rating higher than gravel.

SECTION 01100 - ALTERNATE MATERIALS OR METHODS

1. ALTERNATE MATERIALS

A. Standard Manufacturer

Wherever the terms "Standard", "Recognized" or "Reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment or supplies for a period of over twelve months prior to the date fixed for opening bids.

B. "Or Equal" Clause

Whenever, in any section of the contract documents, plans or specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturers of comparable quality, design and efficiency.

A bidder wishing to substitute a material or product in lieu of an item specified shall submit all appropriate information as called out in the Instructions to Bidders. No changes shall be accepted after submission of proposals unless they result in an improvement to the project and are accepted in writing by the Architect/Engineer or result in an acceptable credit to the owner without prejudice to the project and then only if accepted in writing by the Architect/Engineer.

SECTION 01800 - EXISTING FACILITIES

1. GENERAL

Attention is called to the existence of buried water lines, gas lines, sewer lines and telephone lines within the project limits. The Contractor assumes full responsibility for the location and protection of all utilities, buried or overhead, during the construction operations.

SECTION 01805 – CHANGES TO STANDARD SPECIFICATIONS - TECHNICAL

GENERAL

This section describes the changes to technical portions of the NDOT 2017 Standard Specifications for Highway Construction.

MATERIALS

1. Oil for Armor Coating. The Contractor shall provide all oil for armor coating. The oil shall be Grade CRS-2P. The city will complete this project using full transport loads of oil only. The city realizes that the Contractor will run out of oil before completing all streets desired. Those streets not completed will be done in next year's project.

The City will provide the Contractor with a list of streets to be armor coated upon arrival to begin work.

2. Gravel/Chips. The City shall provide all gravel or chips for the project. The city will stockpile the gravel/chips at the City street shop on South Street in McCook. The Contractor will be responsible for loading the gravel/chips into his trucks at that point. Any gravel/chips left over after completion of the project shall remain the property of the City.
3. Alternate No. 1. As an alternate, the contractor may supply the gravel or chips for the project. Whichever aggregate is supplied, it shall comply with NDOT 2017 Standard Specifications for Highway Construction, including both gradation and rate of application.

WORKMANSHIP

1. The City of McCook will be responsible for cleaning and killing all grass and weeds in the cracks of streets to be armor coated.
2. The Contractor shall be responsible for all other street cleaning.
3. The City shall "pre-advertise" the streets to be armor coated, as well as the Contractor's schedule. The Contractor shall be responsible for all traffic control.
4. The Contractor shall notify residents via flyers per Section 01010, Summary of the Work.
5. The Contractor shall be responsible for placing the oil and gravel; initial rolling of the armor coat and repair of "bleeding" for 24 hours after the armor coat is placed.
6. The City of McCook shall maintain the streets after the 24-hour period as well as being responsible for removal of excess gravel on armor coated streets.

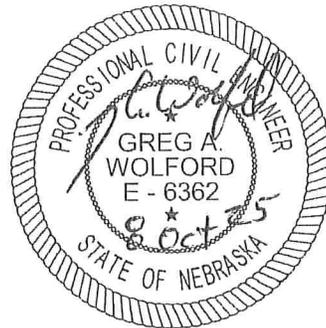
MEASUREMENT AND PAYMENT

1. The Engineer shall approve rates of application for oil and gravel on the streets.
2. The only item for which direct payment will be made is “Armor Coat Oil.” This item will be paid for by the gallon as provided on transport weight tickets, adjusted to 60° F. All other items shall be subsidiary to this item.

END OF ...

SPECIFICATIONS
FOR
CITY STREET ARMOR COATING
McCOOK, NEBRASKA

2026 ARMOR COATING PROJECT
OCTOBER, 2025



CERTIFICATE OF AUTHORIZATION: CA0011

W DESIGN ASSOCIATES
CONSULTING ARCHITECTS & ENGINEERS
McCOOK/HASTINGS, NEBRASKA

**CITY MANAGER'S REPORT
OCTOBER 20, 2025 CITY COUNCIL MEETING**

ITEM: 3.H.

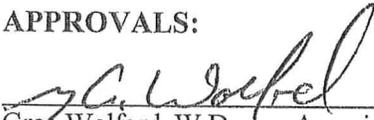
**RECOMMENDATION:
APPROVE THE SPECIFICATIONS FOR THE 2026 CRACK SEALING
PROJECT AND SET THE TIME AND DATE OF BID AT 2:30 P.M. ON
NOVEMBER 10, 2025.**

BACKGROUND

This is the annual crack sealing specifications done by the City of McCook. The bid is for one semi load of crack sealing material, applied, with an option to add additional material.

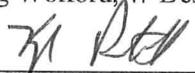
FISCAL IMPACT: None.

APPROVALS:



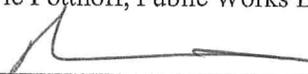
Greg WOLFORD, W Design Associates

Date: 8 Oct 25



Kyle POTTHOFF, Public Works Director

Date: 10/8/25



Nate SCHNEIDER, City Manager

Date: 10-8-25

ADVERTISEMENT FOR BIDS

The CITY OF McCOOK, Nebraska will receive sealed bids for the 2026 Crack Sealing Project and associated work as described in the Plans and Specifications at the Office of the City Clerk, McCook Municipal Center, 505 West "C" Street, McCook, Nebraska until 2:30 P.M. on November 10, 2025 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center.

All bids must be made on the Proposal Form provided with the Plans and Specifications as prepared by W DESIGN ASSOCIATES, Consulting Engineers and Architects. Bids received after the closing will be returned unopened and shall not be considered.

Contractors may obtain paper copies of the Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$15.00 for each set requested. Electronic copies may be obtained by email from breanna@wdesignea.com at no cost.

Each bid shall be accompanied by a certified check, cashier's check, or bid bond in an amount of not less than five percent (5%) of the total bid amount, and shall be made payable to the City of McCook, Nebraska as security that the bidder to whom the contract may be awarded will enter into contract to construct the project and give bond in the sum of the total contract amount for the construction of the project. Checks accompanying bids not accepted shall be returned to the bidders. Performance and Payment Bonds will be required for this project.

This project is the crack sealing of various City streets in McCook.

No bid shall be withdrawn after opening the bids without the consent of the McCook City Council for a period of 45 days.

The City of McCook reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.

Dated this 20th day of October, 2025.

-s- Lea Ann Doak
City Clerk

Publish: October 23, 30, and November 6, 2025.

SPECIFICATIONS

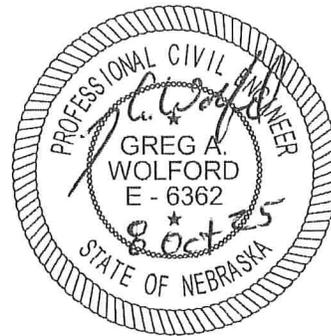
FOR

CITY STREET CRACK SEALING

McCOOK, NEBRASKA

2026 CRACK SEALING PROJECT

OCTOBER, 2025



CERTIFICATE OF AUTHORIZATION: CA0011

W DESIGN ASSOCIATES
CONSULTING ARCHITECTS & ENGINEERS
McCOOK/HASTINGS, NEBRASKA

TABLE OF CONTENTS

<u>GENERAL INSTRUCTIONS</u>	<u>SECTION OR PAGE</u>
Advertisement for Bids	00020
Instructions to Bidders	00100
Proposal Form	00310
Contract	00500
 <u>GENERAL CONDITIONS AND CONSTRUCTION CONTRACT</u>	
General Conditions –	
NDOT Standard Specifications for Highway Construction - 2017	**
Supplementary Conditions	00800
 <u>DETAILED SPECIFICATIONS</u>	
SUMMARY OF WORK	01010
ALTERNATE MATERIALS OR METHODS	01100
EXISTING FACILITIES	01800
CHANGES TO STANDARD SPECIFICATIONS - TECHNICAL	01805

** *These NDOT Documents shall be considered a part of these written Contract Documents as if attached hereto and herein written.*

SECTION 00020 - ADVERTISEMENT FOR BIDS

The CITY OF McCOOK, Nebraska will receive sealed bids for the 2026 Crack Sealing Project and associated work as described in the Plans and Specifications until 2:30 P.M. Central Time at the Office of the City Clerk, 505 West C. Street, McCook, Nebraska on November 10, 2025 and then at said office publicly open and read aloud.

All bids must be made on the Proposal Form provided with the Plans and Specifications as prepared by W DESIGN ASSOCIATES, Consulting Engineers and Architects. Bids received after the closing will be returned unopened and shall not be considered.

Contractors may obtain paper copies of the Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$15.00 for each set requested. Electronic copies may be obtained by email at breanna@wdesignea.com at no cost.

Each bid shall be accompanied by a certified check, cashier's check or bid bond in an amount of not less than five percent (5%) of the total bid amount and shall be made payable to the City of McCook, Nebraska as security that the bidder to whom the contract may be awarded will enter into contract to construct the project and give bond in the sum of the total contract amount for the construction of the project. Checks accompanying bids not accepted shall be returned to the bidders. Performance and Payment Bonds will be required for this project.

This project is the crack sealing of various City streets in McCook.

No bid shall be withdrawn after opening the bids without the consent of the McCook City Council for a period of 45 days.

The City of McCook reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.

Date: October 20, 2025
Publish: October 23, 30, November 6, 2025

Lea Ann Doak, City Clerk
City of McCook, NE

SECTION 00100 - INSTRUCTIONS TO BIDDERS

To be considered, Proposals must be made in accord with these Instructions to Bidders.

1. EXAMINATION

Bidders shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.

2. QUESTIONS

Submit all questions about the Plans and Specifications to the Engineer in writing. The Engineer and the Owner will not be responsible for oral clarification.

3. SUBSTITUTIONS

To obtain approval to use unspecified products, bidders shall submit written requests at least ten (10) days before the bid date. Requests received after this time may not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability. If the product is acceptable, the Engineer will approve it in an Addendum issued to all prime bidders on record.

4. PROPOSALS

Proposals shall be made on unaltered Proposal Forms furnished by the Engineer. Fill in all blank spaces and submit one copy. Proposals shall be signed with name typed below signature. Where bidder is a corporation, Proposals must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

5. BID SECURITY

Bid security shall be made payable to the City of McCook in the amount of five percent (5%) of the Proposal sum. Security shall be either certified check, cashier's check or bid bond issued by surety licensed to conduct business in the State of Nebraska. The successful bidder's security will be retained until he has signed the contract. The Owner reserves the right to retain the security of the next two lowest bidders until the lower bidder enters into contract or until ten days after bid opening whichever is the shorter. All other bid security will be returned as soon as practicable. If a bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty.

6. BONDS

Performance and Payment Bonds are required in the amount of 100% of the contract price.

7. SUBMITTAL

Submit Proposal and Bid Security in an opaque, sealed envelope. Identify the envelope with: (1) Project name; (2) Name of Bidder. Submit Proposals in accord with the Advertisement for Bids.

8. MODIFICATION AND WITHDRAWAL

Proposals may not be modified after submittal. Bidders may withdraw at any time before bid opening but may not resubmit them. No Proposal may be withdrawn or modified after the bid opening except where the award of Contract has been delayed for 45 days.

9. DISQUALIFIED

The Owner reserves the right to disqualify Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

10. OPENING

Proposals will be opened as announced in the Advertisement for Bids.

11. AWARD

The Contracts will be awarded on the basis of lowest responsible bid and the time of completion bid.

12. SALES TAX

The Contractor who is awarded the construction contract shall be appointed to act as a "Purchasing Agent" for the Exempt Organization for all materials to be incorporated into the Project. The Contractor will be supplied with a combination Purchasing Agent Appointment and Exempt Sale Certificate by the Exempt Organization. In turn the Contractor and/or his subcontractors shall provide their suppliers with copies of the document to enable them to purchase materials to be incorporated into the Project without payment of sales/use tax.

Billings from suppliers must be made out in the name of the Exempt Organization which appointed the Contractor as its Purchasing Agent and shall also show the name of the Contractor.

13. SPECIAL INSTRUCTIONS TO BIDDERS

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color or national origin.

C. The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §48-1101 through 48-1126 (Reissue 1998). The Contractor shall include this requirement in all subcontracts entered into pursuant to this agreement.

D. The Contractor shall comply with Fair Labor Standards as required by Neb. Rev. Stat. Sections 73-101 through 73-104 in the pursuit of his business and in the execution of this agreement.

SECTION 00310 - PROPOSAL FORM

_____, 2025

City Council
 505 W. C Street
 McCook, NE 69001

The undersigned, having inspected the site for the proposed construction and being familiar with all conditions of the work, including Drawings and Specifications thereof entitled "2026 CRACK SEALING PROJECT", McCook, Nebraska dated October, 2025 and including Addenda or Instructions issued during the estimate period, all as prepared by W DESIGN ASSOCIATES, hereby offers to furnish all plant, labor, equipment, materials and operations required for the complete and prompt execution of all work described in, or shown in, or reasonably implied by the above-mentioned documents for such sums as detailed hereinafter:

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE EA.	TOTALS
1.	Pallet of Crafcro RoadSaver 221 Crack Sealer, Applied	20	Ea.	\$ _____	\$ _____

Total Base Bid – _____
 _____ Dollars (\$ _____)

* The City of McCook will seal cracks in streets based on "Full Pallet Loads" of crack sealer applied. The City will purchase 20 pallet loads with an option to purchase additional pallet loads. The bid price per pallet of crack sealer includes the cost of the sealer, application of sealer, cleaning of the cracks, labor and equipment required to seal the cracks in the streets. See Sections 01010 and 01805 of these specifications. *One pallet shall be considered 75 ea. 30 lb. boxes of crack filler for a total pallet weight of 2250 lbs.*

Proposed START DATE _____

Proposed COMPLETION DATE _____

Receipt of Addenda is hereby acknowledged:

No. _____ Date _____ No. _____ Date _____ No. _____ Date _____

I (we) acknowledge that the Owner reserves the right to reject any or all bids, to waive any informalities or technical defects or negotiate with any of the Contractors who have submitted Proposals if the Owner deems it to be for his best interests.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract Documents and Bonds to the

Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner proof of insurance coverage, all within ten days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

Time is of the essence and it is the Owner's desire to have this work completed no later than April 11, 2026. The Contractor agrees to complete the work no later than the completion date bid. The Contractor further agrees that if work is completed after that date, he/she will pay to the Owner liquidated damages in the amount of \$100.00 per calendar day after the completion date required to complete the work.

This Proposal shall remain in effect for a period of forty-five (45) days after the closing time for the receipt of bids.

By

Address

Seal (If Corporation)

SECTION 00500 – 2026 SAMPLE CRACK SEALING CONTRACT

THIS AGREEMENT entered into this _____ day of _____ in the year TWO THOUSAND AND TWENTY-FIVE by and between _____ of _____ hereinafter referred to as the "CONTRACTOR" and the CITY OF McCOOK, McCook, Nebraska hereinafter referred to as the "OWNER".

WITNESSETH: That the parties under the CONTRACT agree that the CONTRACTOR shall carry out the following generally described work on the owner’s property in consideration of the unit prices as hereby set forth. 2026 CRACK SEALING PROJECT

ITEM DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
1. Pallet of Crafc0 RoadSaver 221 Crack Sealer, Applied	20	Ea.	\$ _____	\$ _____

The City of McCook agrees to purchase full pallet loads of Crack Sealer at the above unit price per pallet with the option to purchase additional full pallets.

All work shall be done in accordance with the Plans and Specifications provided to the CONTRACTOR and dated October, 2025.

Payment requests shall be made monthly and shall be sent to the ENGINEER.

TO WIT: The CONTRACTOR shall at his cost and under his sole responsibility furnish all labor, tools, materials, transportation, equipment and perform all work required for the completion of the work.

Further, the CONTRACTOR agrees to complete all work by _____, 2026 and accepts the liquidated damages clause included in the Proposal Form.

The CONTRACTOR shall comply with all of the State and Federal laws governing and shall hold the OWNER blameless for any and all liabilities arising out of his operations under the Contract. The CONTRACTOR shall provide the OWNER with a Certificate of Insurance for

Worker's Compensation, Comprehensive General Liability, Contractual Liability, Personal Injury and Comprehensive Automobile Liability.

IN WITNESS WHEREOF, the parties to this contract have severally affixed their signatures executing this instrument this _____ day of _____ 2025.

APPROVED:

By _____

By _____

Date _____

Date _____

City of McCook
P. O. Box 1059
McCook, NE 69001

SAMPLE

SECTION 00800 - SUPPLEMENTARY CONDITIONS

INTRODUCTION

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction". Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1. All such variations shall be shown on the field documents which shall be delivered to the Engineer before final payment is made.
2. The Contractor shall provide a Certificate of Insurance of the following types and in amounts not less than the following:
 - A. Worker's Compensation:

(a) State:	Statutory
(b) Applicable Federal:	Statutory
(c) Employer's Liability	\$1,000,000.00
 - B. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury:	
\$1,000,000.00	Each Occurrence
\$1,000,000.00/\$1,000,000	Annual Aggregate
(b) Property Damage:	
\$1,000,000.00	Each Occurrence
\$1,000,000.00	Annual Aggregate
(c) Products and Completed Operations to be maintained for one year after final payment.	
(d) Property Damage Liability Insurance will provide X, C or U coverage, as applicable.	
 - C. Contractual Liability:

(a) Bodily Injury:	
\$1,000,000.00/\$1,000,000	Each Occurrence
(b) Property Damage:	
\$1,000,000.00	Each Occurrence
\$1,000,000.00	Annual Aggregate
 - D. Personal Injury, with Employment Exclusion deleted:

\$1,000,000.00	Annual Aggregate
----------------	------------------

- E. Comprehensive Automobile Liability:
 - (a) Bodily Injury:

\$1,000,000.00	Each Person
\$1,000,000.00/\$1,000,000	Each Occurrence
 - (b) Property Damage:

\$1,000,000.00	Each Occurrence
----------------	-----------------

- F. Umbrella Liability Coverage
 - (a) \$1,000,000.00

This umbrella coverage shall be over and above the stated coverages and amounts.

- G. Additional insurance required. Contractor shall carry in addition to that specifically named by the 'General Conditions', as follows:
 - (a) Completed Operations and Products Liability.
 Maintained for one (1) year, commencing with issuance of Final Certificate for Payment.

3. FORM OF AGREEMENT

The form of agreement to be used for this project shall be as provided in the specifications.

4. SANITARY CONVENIENCES

Sanitary conveniences for use of all persons employed on the work shall be provided by the contractor.

5. SCHEDULING OF WORK

Insofar as is practicable, the contractor shall confine his operations to those parts of the site in which the construction work is located.

SECTION 01010 - SUMMARY OF THE WORK

GENERAL

The general contractor and its subcontractors will be required to follow these specifications as well as all Federal, State and local laws, ordinances, rules and regulations.

PROJECT DESCRIPTION

This project involves crack sealing various city streets and alleys in accordance with the NDOT 2017 Standard Specifications for Highway Construction. For this work the Crafcro RoadSaver 221 grade sealant will be used. The City Staff will direct the Contractor as to which streets and alleys will be crack sealed.

The work will be completed based on full pallets of crack sealing material supplied and installed. The Contractor will be directed by the city as to how many pallets will be used and the contractor will seal the cracks on designated streets until all the material is used.

TIME OF COMPLETION

The Contractor shall bid the proposed start and completion of this work on the proposal form. It is the City's desire that the work be completed no later than April 11, 2026.

TRAFFIC CONTROL

The Contractor shall provide traffic control in the areas of work until the crack sealing material has sufficiently cured to allow opening the street to traffic.

PALLET DEFINITION

A pallet shall be considered 75 ea. 30 lb. boxes of crack filler for a total pallet weight of 2250 lbs.

SECTION 01100 - ALTERNATE MATERIALS OR METHODS

1. ALTERNATE MATERIALS

A. Standard Manufacturer

Wherever the terms "Standard", "Recognized" or "Reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment or supplies for a period of over twelve months prior to the date fixed for opening bids.

B. "Or Equal" Clause

Whenever, in any section of the contract documents, plans or specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturers of comparable quality, design and efficiency.

A bidder wishing to substitute a material or product in lieu of an item specified shall submit all appropriate information as called out in the Instructions to Bidders. No changes shall be accepted after submission of proposals unless they result in an improvement to the project and are accepted in writing by the Architect/Engineer or result in an acceptable credit to the owner without prejudice to the project and then only if accepted in writing by the Architect/Engineer.

SECTION 01800 - EXISTING FACILITIES

1. GENERAL

Attention is called to the existence of buried water lines, gas lines, sewer lines and telephone lines within the project limits. The Contractor assumes full responsibility for the location and protection of all utilities, buried or overhead, during the construction operations.

SECTION 01805 – CHANGES TO STANDARD SPECIFICATIONS - TECHNICAL

1. GENERAL

This section describes the changes to technical portions of the NDOT 2017 Standard Specifications for Highway Construction.

2. MATERIALS

The material used for sealing cracks and joints on all streets and alleys shall be Crafcro RoadSaver 221 or equal.

3. MEASURE AND PAYMENT

The sealing of cracks shall be measured and paid for by the pallet of crack filling material supplied and installed, by type. The item shall include all labor, material and incidentals needed, including cleaning the cracks. Only full pallets of material will be used.

END OF ...

SPECIFICATIONS

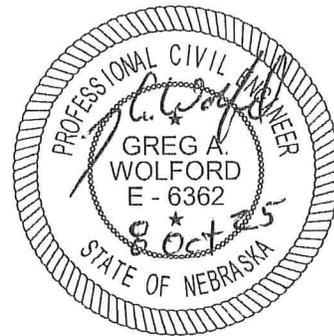
FOR

CITY STREET CRACK SEALING

McCOOK, NEBRASKA

2026 CRACK SEALING PROJECT

OCTOBER, 2025



CERTIFICATE OF AUTHORIZATION: CA0011

W DESIGN ASSOCIATES
CONSULTING ARCHITECTS & ENGINEERS
McCOOK/HASTINGS, NEBRASKA

**CITY MANAGER'S REPORT
OCTOBER 20, 2025 CITY COUNCIL MEETING**

ITEM: 3.1.

RECOMMENDATION:

RECEIVE AND FILE THE CITY OF MCCOOK SNOW AND ICE CONTROL AND REMOVAL OPERATION PROCEDURES AND POLICIES.

BACKGROUND:

The snow and ice control and removal operation procedures and policies are reviewed every year. Also attached to the policy is the agreement between the City of McCook and Red Willow County for snow plowing services pursuant to the interlocal cooperative act. This agreement is automatically renewable for an additional 1 year unless one of the parties elects not to renew for the following year, by advising the other in writing prior to October 1st of the year in question.

We do have the ability to pre-treat the streets prior to predicted winter weather, when feasible. The pre-treat operation consists of applying a salt brine solution onto the roadway, in order to help minimize the snow/ice from adhering to the road surface.

We would like to remind the citizens that sidewalks should be cleared within 24 hours of the cessation of the snow. It is against city ordinance to place snow onto any street or highway within the corporate limits of the City of McCook. Emergency snow routes are marked with emergency snow route signs. The City asks that residents remove vehicles, including trailers, boats etc., from city streets, in particular the emergency snow routes, if snow is predicted. Highways within the city limits as well as the emergency snow routes will be the first priority. City crews are also responsible for snow removal at the airport. City crews will try and clear the remaining residential streets, once the priority areas are cleared.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

October 7, 2025



Nate Schneider, City Manager

October 7, 2025

CITY OF MCCOOK
SNOW AND ICE CONTROL AND REMOVAL OPERATION
PROCEDURES AND POLICIES

DEPARTMENT OF PUBLIC WORKS

STREET DIVISION

REVISED OCTOBER, 2025

AGREEMENT WITH COUNTY

INDEX

Summary of Policies	3
Procedure for Calling Out Personnel and Equipment	4
Duties of Personnel	6
Public Works Personnel	7
Salt Route	8
Procedure and Policies for Snow Plowing	9
Snow Plow Routes.	11
Maintainer #56 Snow Route	13
Loader #53 Snow Route	14
Loader #55 Snow Route	15
Airport Snow Plowing.	16
Downtown and "B" Street Snow Hauling	17
Sidewalks	18

Attachment A - Snow Emergency Ordinance No. 1882 - Section 5-1023
Attachment B - Interlocal Agreement (Red Willow County) dated November 5, 2001

SUMMARY OF POLICIES

1. It is the general policy of the City of McCook to devote most of its snow and ice fighting effort to the arterial streets in the community due to the greater traffic volume, volume of stopping and intersection turning movements and level of speed on these streets.
2. The City shall try and maintain a relatively good level of traction on arterial streets by use of spreading straight salt, sand or gravel or a mixture of, plowing of snow from the streets, or a combination of the two.
3. On all arterial streets with the exception of the downtown area, streets will be plowed from the center to the curb and from curb to curb except when a parked vehicle makes this impossible. The City will not remove snow from driveways or sidewalks as a result of snow plowing operations.
4. The City will clear intersections of snow on intersection arterial streets and on local streets where intersections are impassable as a result of snow plowing operations.
5. The City will plow a path down the middle of residential streets when these streets are impassable to an average passenger car equipped with snow tires.
6. In the downtown area, snow will be plowed to the center of the street and hauled away due to the large volume of traffic in this area and the high volume of vehicle parking.
7. If deemed necessary, the City may call a snow emergency requiring removal of all cars parked on arterial streets for a period of 24 hours from the time the snow emergency is in effect. Vehicles not removed shall be towed away.
8. Citizens are to remove snow from sidewalks adjacent to their property within 24 hours of the cessation of snowfall except, in commercial areas where snow shall be removed by 10:00 A.M. on the morning following cessation of snow fall.
9. Depositing of snow from driveways, sidewalks and parking lots on public streets is prohibited. Where snow is removed from parking lots and piled on the parking lot, snow piles falling within the "vision triangle" of an intersection shall not be higher than 2 1/2 feet above the center of the intersection street lines so that a traffic hazard is not created at the intersection.
10. On January 1, 2004 the City of McCook became responsible for the removal of snow and ice control on the highways inside the city limits.

SNOW POLICY - SALT BRINE PRE-TREAT OPERATION

Beginning in the winter of 2007-2008, the City of McCook added another step to our snow/ice fighting operation. Salt brine is an anti-icing solution which is applied to the highways, streets and bridges hours before a winter weather event takes place. It is sprayed onto the roadways to help minimize and in some cases prevent unsafe road conditions when the winter storm does arrive. This is a pro-active approach to combating snow removal.

The Director of Public Works or Public Works Supervisor is responsible for deploying the salt brine pre-treat unit as he deems appropriate in order to adequately meet the particular circumstances or situation. When a snow/ice event is forecasted, the weather conditions shall be evaluated in order to determine whether the pre-treat operation shall be put into effect. Once it is determined that it is safe to pre-treat, the operator will be called and the equipment will be mobilized. The pre-treat operation consists of applying a salt brine solution onto the roadway, in order to help minimize the snow/ice from adhering to the road surface. The Nebraska Department of Roads may also be utilized for their expertise in the pre-treat operation.

Salt brine is made using just two ingredients. The first ingredient is rock salt or also known as sodium chloride (NaCl) and the second ingredient is water. The salt brine is effective for anti-icing, because the salt depresses the freezing point of water. Water freezes at 32 degrees Fahrenheit, but when salt is added to the water, it lowers the point at which the water will freeze. The recommended percentage of salt brine is between 23% and 24%, which will drop the freezing point of the brine down to - 6 degrees Fahrenheit. The salt brine will typically be applied at 50 gallons per lane mile, which amounts to approximately 110 pounds of salt.

The salt brine that will be used in our operation will be produced at the City of McCook's Water Treatment Plant, at no additional cost to the rate payers of McCook. The brine is actually a waste product and if not used for this purpose, it would be disposed of through the Wastewater Treatment Plant.

The following is the priority order in which streets will be pre-treated:

1. All Highways within the City limits.
2. All emergency snow routes.
3. Residential streets.

The frequency and amount of pre-treatment will be dependent on the following:

1. Weather conditions
2. Weather forecasts
3. Severity of the predicted event.

**SNOW POLICY - SAND/SALT OPERATION
PROCEDURE FOR CALLING OUT MEN AND EQUIPMENT**

The Director of Public Works or Public Works Supervisor is responsible for directing the resources of staff and equipment when required by winter storm conditions. During a light snow, the early stages of a major snow, or during icy conditions the sand/salt operation shall be put into effect.

The Director of Public Works or Public Works Supervisor is responsible for deploying the sand/salt units in such fashion as he deems appropriate in order to adequately meet the particular circumstances or situation. The Director of Public Works or Public Works Supervisor shall advise the Police Department when the sand/salt operation is put into effect. Since the McCook Police Department monitors the conditions of streets during winter storm situations, the Police Department will advise the Public Works Department of the condition of the streets from time to time and of the need for action in order to provide for safe driving conditions under these circumstances.

The Police Department shall also keep the public advised of the street conditions by notifying the local news media (radio) so that bulletins can be broadcast noting particular conditions.

The Director of Public Works or the Public Works Supervisor will monitor street conditions and weather reports and determine the need for calling out staff and equipment between the hours of 4:00 A.M. and midnight, Sunday through Saturday. Between midnight and 4:00 A.M., the Police Department will assist with monitoring street conditions and will place a call to the Director of Public Works or the Public Works Supervisor whenever they feel that conditions warrant some action by the Public Works Department. The Public Works Director or Public Works Supervisor will advise the Police Department of his/her actions.

In the absence of the Director of Public Works, staff and equipment in the Public Works Department may be activated by the following persons in the order listed:

Tyler Kalinski	-	Cell
Ken Vontz	-	Home
Randy Zwickle	-	Cell

Police Shift Supervisor - **CONTACT** as listed above

The above instructions and policy will be followed unless otherwise directed by the Director of Public Works or other responsible official as noted above.

DUTIES OF PERSONNEL AND OFFICERS

GENERAL INSTRUCTIONS

1. Study and know the procedures outlined in the manual and follow the schedules shown.
2. Keep records, such as gas, diesel, hours, and mileage of trucks, plows, and loaders.
3. See that your assigned unit is in good operating condition at all times and operate it according to the plan at all times.
4. Notify the Public Works Director or Public Works Supervisor of any emergency conditions encountered.
5. Flagmen shall wear a safety vest at all times.

NOTE: There is also some burden of responsibility on the personnel involved with this plan to make an effort to be available on off-duty hours if it appears that stormy conditions may develop.

PUBLIC WORKS PERSONNEL
Contact List

CELL NUMBERS

Kyle Potthoff	CELL
Tyler Kalinski	CELL
Rick Province	CELL
Kenny Vontz	CELL
Lea Ann Doak	CELL
Nate Schneider	CELL

HOME NUMBERS

Kyle Potthoff	CELL
Tyler Kalinski	CELL
Ron Maris	CELL
Randy Zwickle	CELL
Kenny Vontz	Home
Kevin Siebrandt	CELL
Brian Montey	CELL
Clayton Stevens	CELL
Tony Rouse	CELL
Paul Younger	CELL
Ron Leonard	CELL
Steve Miller	Home
Seth Province	CELL

Rick Province	CELL
Ben Koetter	CELL
Joel Willers	CELL
Jerome Biegler	CELL
Vacant	CELL
Rick Kinne	CELL
Crystal Anderson	CELL
Doug Cure	CELL
Greg Pollnow	CELL

UNIT 45 - SALT UNIT

SALT ROUTE

NOTE: Notify Police at start and finish.

- (1) All through streets - includes hospital
- (2) All downtown streets - includes post office
- (3) Westridge hill from "D" to "M"
- (4) Around all schools
- (5) "D" Street from West 5th to "B" Street
- (6) 9th Street from "B" Street to West 5th Street
- (7) West "C" Street from West 5th to West 10th
- (8) Around the Municipal Facility
- (9) All stops as needed
- (10) Other areas as needed
- (11) Highway 83 from south city limit to north city limit
- (12) Highway 6 & 34 from east city limit to west city limit

PROCEDURES AND POLICIES FOR SNOW PLOWING OPERATION

The Director of Public Works is responsible for directing how and when the snow plows shall be called out in order to meet particular circumstances of the winter storm.

Snow plowing operations normally are called for whenever snow accumulations of five (5) inches or greater are anticipated. As long as streets in the City are generally passable, the Director of Public Works will wait to send snow plows out on snow routes until after the storm and wind has ceased. Many times storms subside in the night hours and snow plows are generally sent out sometime after midnight with the intent that they finish the route by 7:00 A.M. or 8:00 A.M. the following morning.

To avoid plowing a second time, snow plows will be held until snowfall and wind have ceased, unless conditions do not allow. The safety and speed of the operation is enhanced if it is possible to wait until early morning hours.

The Director of Public Works will notify the City Manager whenever, in his/her opinion, the removal of parked cars on arterial streets becomes a critical factor in effectively removing the snow (normally whenever the anticipated snowfall is heavy). Such decision (snow emergency) shall be made by the City Manager, the Director of Public Works, or the Chief of Police. Whenever possible, the decision will be made before noon so that media can be notified to advise citizens to remove their vehicles and to allow adequate time for moving or towing of these vehicles before snow removal operations begin.

Whenever snow plowing operations are anticipated, the Director of Public Works or the Public Works Supervisor will advise those persons responsible for operating snow equipment of the need to be on duty at a time specified. In order to meet various contingencies, it may be necessary to call out men and equipment to stand by at the Street Shop during the night in order that they may take out snow plows when the storm subsides.

When snow plowing operations are commenced, the plows will begin work in a two (2) to three (3) unit gang, plowing one-half (1/2) of an arterial street from center to curb with one pass of the gang. Snow will be plowed from curb to curb, when possible, in accordance with City policy. The operations will follow the snow routes as listed. The entire snow route will be driven and snow removed unless deemed inappropriate by the individual operator, the Director of Public Works, or the Public Works Supervisor.

The Director of Public Works or Public Works Supervisor is responsible for deploying equipment furnished by Red Willow County. The Director of Public Works or Public Works Supervisor will call out this equipment as he deems appropriate in order to meet particular circumstances of the winter storm.

Unit No. 56 (maintainer) will be dispatched to the downtown area to begin plowing snow from the curb to the center of the street or designated space for later removal. This unit may assist in clearing the highways. After clearing this area, it will proceed to other areas as listed.

Unit Nos. 53 and 55 (loaders) will be dispatched as deemed appropriate by the Director of Public Works or Public Works Supervisor to clear intersections of arterial streets and highway, break open local streets, clear City parking lots, driveways and sidewalks and assist in clearing snow from the Airport. Generally, units will be assigned on a priority basis as listed.

If at all possible, a second snow plowing after a storm will be avoided and the snow plowing operations will be completed early enough not to cover up sidewalks and driveways that have previously been cleared by residents along snow routes.

SNOW EMERGENCY ROUTES

- (1) Airport Road - "B" Street North to Airport Terminal
- (2) East 15th Street - East "H" Street to East "J" Street
- (3) East 14th Street - East "C" Street to East "H" Street
- (4) Apollo Street - East 14th Street to East "F" Street
- (5) East 11th Street - East "B" Street to North City Limits
- (6) East 6th Street - East "B" Street to East "H" Street
- (7) East 7th Street - East "H" Street to Country Club Drive
- (8) Country Club Drive - East 7th Street to East 5th Street
- (9) East 5th Street - East "H" Street to Parkview
- (10) East 4th Street - East "F" Street to East "G" Street
- (11) East 3rd Street - East "B" Street to East "H" Street
- (12) East 3rd Street - East "L" Street to East "M" Street
- (13) East 2nd Street - East "A" Street to East "B" Street
- (14) East 1st Street - East "A" Street to East "M" Street
- (15) Norris Avenue - East "A" Street to North City Limits
- (16) East "F" Street - East 3rd Street to East 6th Street
- (17) East "F" Street - East 11th Street to Apollo Street
- (18) East "G" Street - East 3rd Street to East 4th Street
- (19) East "H" Street - Norris Avenue to Airport Road
- (20) East "L" Street - Norris Avenue to East 5th Street
- (21) East "M" Street - Norris Avenue to East 5th Street
- (22) East "O" Street - Norris Avenue thru Kelley Park Drive then thru Park View to Seminole Drive
- (22) East "J" Street - East 11th Street to East 15th Street
- (23) Seminole Drive - Parkview to Park Avenue
- (24) Park Avenue - Kelley Park Drive to Norris Avenue
- (25) North Cherokee - Seminole Drive to Norris Avenue
- (26) All State Hwys within the City Limits
- (27) West 1st Street - West "A" Street to West "O" Street
- (28) West 2nd Street - West "A" Street to West "E" Street
- (29) West 3rd Street - West "A" Street to North City Limits
- (30) West Circle Drive - West "O" Street to West "Q" Street
- (31) West 5th Street - Public Safety Center to West "Q" Street
- (32) West 7th Street - West "B" Street to West "J" Street
- (33) West 8th Street - West "B" Street to West 7th Street
- (34) West 9th Street - West "B" Street to West "E" Street
- (35) West 10th Street - West "B" Street to West "Q" Street
- (36) West 14th Street - West "J" Street to West "O" Street
- (37) "A" Street - West 1st Street to East 2nd Street **
- (38) "C" Street - West 5th Street to East 1st Street
- (39) "D" Street - West 7th Street to East 1st Street
- (40) "E" Street - West 7th Street to East 1st Street
- (41) West "J" Street - Spoon Drive to Norris Avenue

- (42) West "M" Street - Norris Avenue to West 14th Street
- (43) West "O" Street - Norris Avenue to West 5th Street; West 14th Street to N. Hwy 83
- (44) West "P" Street - West 3rd Street thru West 1st Street; thru Marsh Avenue to Norris Avenue
- (45) West "Q" Street - West 3rd Street to N. Hwy 83
- (46) West "F" Street - West 7th Street to West 5th Street
- (47) West "G" Street - West 7th Street to Westridge
- (48) West "H" Street - West 7th Street to Westridge; West 10th Street to N. Hwy. 83
- (49) Sunset Road - Westridge to West 10th Street
- (50) Federal Avenue - "B" Street to South Street
- (51) South Street - Federal Avenue to South Hwy 83
- (52) All Street on the Golf Course

#56 MAINTAINER

(NOTE: DO NOT DEVIATE ON THE BELOW INSTRUCTIONS UNLESS INSTRUCTED BY THE DIRECTOR OF PUBLIC WORKS.)

REMOVE SNOW WITH MAINTAINER IN DOWNTOWN AREA

- (1) Norris Avenue from "A" Street to "F" Street (middle)
- (2) "C" Street from West 5th to East 2nd, blade to middle except between East 1st and 2nd, blade curb to curb.
- (3) West 1st from "A" Street to "D" Street (middle)
- (4) "D" Street from East 1st to West 2nd, blade to middle except between West 1st and 2nd, curb to curb
- (5) "E" Street from East 1st to West 1st (middle)
- (6) Around Post Office
- (7) West 2nd from "A" Street to "D" Street, between "C" and "D" blade curb to curb, between "A" and "C" blade to middle
- (8) West 3rd from "A" Street to "C" Street, blade to middle
- (9) "A" Street from East 1st to West 1st, curb to curb
- (10) North of Junior High on Sunset Road from West 7th west to West 10th
- (11) Airport
- (12) Assist in highway snow removal

#53 LOADER

(NOTE: DO NOT DEVIATE ON INSTRUCTIONS BELOW UNLESS INSTRUCTED BY THE DIRECTOR OF PUBLIC WORKS.)

- (1) Intersections in the downtown area where snow is bladed to the middle of the street, and intersections around new post office
- (2) Intersections on Norris Avenue from "F" Street to "O" Street.
- (3) Airport Parking Lot and other areas as needed (hangars).
- (4) Assist in highway snow removal

#55 LOADER

(NOTE: DO NOT DEVIATE ON INSTRUCTIONS BELOW UNLESS INSTRUCTED BY THE DIRECTOR OF PUBLIC WORKS.)

- (1) Police and Fire Station Parking - front push east, other in back
- (2) Auditorium Parking Lot - east or west
- (3) Parking Lots:
 - 100 block of East "B" - north side (SW corner)
 - 100 block of West "B" - north and south sides (SW corner)
 - 200 block of West 1st - south of Komac Paint (SW corner)
 - 400 block of West 1st - east side (SE corner)
 - 300 block of East 1st - west side (north side on rocks & NE corner)
 - 200 block of West 4th - east side (west on terrace)
 - Swimming Pool - parking lot
- (4) Parking south of Library
- (5) Parking on north side of Central Elementary School
- (6) Senior Center Parking Lot (all south)
- (7) Intersections of West 10th and "H" Street
- (8) Housing Authority off-street parking on Missouri Avenue Circle
- (9) Westridge Intersections
- (10) Airport Parking Lot (in ditch, not on asphalt)
- (11) Airport Intersections and as needed
- (12) Assist in highway snow removal

AIRPORT SNOW PLOWING OPERATIONS

The Director of Public Works or the Airport Maintenance Operator is in charge of snow removal operations at the McCook Ben Nelson Regional Airport. As soon as the plow trucks, maintainers and loaders have completed their responsibilities of clearing snow from the City of McCook, they will proceed to the Airport to begin snow plowing operations on the Airport.

At the discretion of the Director of Public Works, when a situation requires the more rapid removal of snow from the Airport, units may be assigned to the Airport earlier.

When snow plowing operations begin on the Airport, the Director of Public Works or his designee shall issue a NOTAM** through Notam Manager noting that snow removal equipment is on the Airport and operating. The Airport shall be closed during such snow removal operations. The Director of Public Works or Airport Maintenance Operator will also let the local unicom operator know when they will be on the Airport and where, so that they can advise local air traffic.

Snow shall be plowed from the center of the runway to the edge of the runway. Care should be taken to avoid covering up or damaging runway edge or runway end identifier lights. The procedures for removal of snow should be followed strictly, provided that changes can be made at the discretion of the Director of Public Works. However, no change should be made upon the request of private pilots, FBO's or other person unless authorized by the Director of Public Works.

NOTE: - NOTAM -

Shall be issued thru Notam Manager or when unavailable to Lockheed Martin 1-877-487-6867

****Personnel authorized to issue a NOTAM**

1. Kyle Potthoff, Director of Public Works
2. Ken Vontz, Airport Maintenance Operator

DOWNTOWN AND "B" STREET SNOW HAULING OPERATION

The hauling of snow from the downtown area will commence as soon as loader units and trucks are available from their primary responsibilities. From Thanksgiving until New Year's, the City will give a high priority to quickly hauling out snow from the downtown area. Preferably, the haul will begin in the early morning hours in order to minimize disruption of traffic. At other times other than from Thanksgiving to New Year's, the hauling operation will commence on the next regular work day during normal business hours.

The hauling operations will clear downtown blocks in the following order:

- (1) Norris Avenue from "A" to "F"
- (2) East "C" Street from Norris Avenue to East 1st
- (3) West 1st from "A" to "D"
- (4) "D" Street from East 1st to West 1st
- (5) "E" Street from East 1st to West 1st
- (6) West 2nd from "B" to "C"
- (7) West "C" from Norris Avenue to West 5th
- (8) "B" Street from West 5th to East 5th
- (9) "B" Street from West 5th to West 10th
- (10) "B" Street from east 5th to East 14th

Snow hauled from the downtown area and "B" Street will be deposited at the south end of the airport property or other areas as designated by the Director of Public Works including the Jaycees Ball Complex parking lot.

(SIDEWALKS)

Sidewalks around public parking lots, parks, city buildings are cleaned on an as-needed basis by Cemetery personnel or other designated personnel.

**AGREEMENT BETWEEN THE CITY OF MCCOOK, NEBRASKA AND THE
COUNTY OF RED WILLOW, NEBRASKA FOR SNOW PLOWING
SERVICES PURSUANT TO THE INTERLOCAL COOPERATIVE ACT**

This Agreement is made and entered into on November 5, 2001 by and between the City of McCook, Nebraska, (hereinafter referred to as City) and the County of Red Willow, Nebraska, (hereinafter referred to as County), both public agencies pursuant to the Nebraska Interlocal Cooperative Act.

The City and County hereby entered into this Agreement for snow plowing services having the following terms and conditions.

1. The term of this Agreement shall be for a one (1) year term commencing November 1, 2001, and continuing through October 31, 2002. This agreement shall be automatically renewable on the same terms for additional one (1) year terms each subsequent year, unless one of the parties elects not to renew for the following year, by advising the other in writing prior to October 1st of the year in question.
2. There shall be no separate legal or administrative entity created by this Agreement.
3.
 - a. At the request of the City and upon notification to the District 3 County Commissioner, or his/her representative, by the City's Public Works Director, or his/her representative, the County shall provide operators and all necessary equipment, and shall plow a path reasonably clearing it of snow down the center of all residential streets within the City.
 - b. The operators provided by the County shall act under the supervision and direction of City's Public Works Director.
 - c. Upon the request of the County, and the availability of the vehicle, the City shall salt any area within the two mile jurisdiction.
 - d. At no time shall the County provided operators be considered an employee of the City.
5. This agreement may not be terminated by either party prior to the end of its term.

6. The Public Works Director for the City shall be responsible for administering the provision of this Agreement.

City of McCook

County of Red Willow

Kurt Fritsch, City Manager

Earl McNutt, Chairman
Red Willow County Commissioners

**CITY MANAGER'S REPORT
OCTOBER 20, 2025 CITY COUNCIL MEETING**

ITEM: 3.J.

Receive and file the claims for the month of September 2025 and published October 14, 2025.

BACKGROUND:

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

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 15, 2025



Tera Koetter, Assistant City Manager

October 15, 2025



Nathan A. Schneider, City Manager

October 15, 2025

CITY OF MCCOOK
CLAIMS FOR SEPTEMBER 2025

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

20/20 TECHS-SC 6599.04, S 21.50; 7D-LOCKSHOP-S 110.00; ACE-S 4966.49; ACME PRINTING-S 455.35; AKRS-S 4779.31; AMERICAN AG LAB-SC 2139.83; AMERICAN ELECTRIC-S 241.00; AMERICAN LEGAL PUBLISHING-SC 525.00; AMERICAN NAT'S BANK-SC 32179.98; AMERITAS-CLAIMS-SC 7553.61; AMERITAS DENTAL-SC 397.49; ANYTIME TRI-STATE TOWING-SC 235.00; APCO, NE CHAPTER-SC 362.70; ARROW CAR WASH-S 30.60; AT&T-SC 468.08; AURORA COOP-S 6926.53; AVFUEL CORP-S 77186.56; BAIRD HOLM LLP-SC 1507.50; BLACK HILLS ENERGY-SC 2141.05, S 152.92; BLUE VALLEY PUBLIC SAFETY-SC 27785.00; BOMGAARS-S 1864.25, CO 349.99; BROWN & BROWN INS-SC 10000.00; BW TELCOM-SC 288.28; C&K-S 3056.32; J. CALVIN-SC 419.20; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 4005.07; CARROTHERS-CO 35000.00; CASH WA-S 27926.49; CASPER/NATRONA COUNTY INT'L-SC 3400.00; CENTRAL NE BOBCAT-S 438.60, SC 365.00; CENTURY LINK-SC 963.82; CHURCHICH RECREATION-S 496.08; CITY OF MCCOOK-PS 476688.35; CITY SELF INS-BT 176809.26; SALES TAX-BT 48901.36; TIF PAYMENTS-SC 11331.29; TRANSFER STATION-S 3949.98; UTILITIES-SC 21073.09; CLARION EVENTS-SC 2620.00; COACH MASTERS-S 213.07; COMMON SCENTS-S 4487.76; COMMUNITY HOSPITAL-SC 285.75; CREATIVE PRODUCT-S 567.12; CORNHUSKER CLEANING-S 123.63; CORNHUSKER STATE INDUSTRIES-S 364.05; CTS SOFTWARE-SC 3390.00; CULLIGAN-S 348.50; D&S HARDWARE-SC 51.55, S 554.40; D12 IND-S 1168.55; DAS ACCT-SC 1074.04, S 66.00; DETECTACHEM-S 362.84; DEVENY -SC 455.00, S 472.74; DIAMOND VOGEL-S 2043.85, CO 2538.79; DOAK CONST-S 334.67; L DOAK-SC 419.20; J DOUCET-SC 435.70; M DUFFIELD-SC 15.00; DVORAK LAW-SC 829.50; DWEE-FISCAL SRVS-SC 500.00; EAKES-S 1148.48, SC 2144.73; FASTENAL-S 886.39; FICA-PS 24348.41; FLOYD'S TRUCK CENTER-S 9100.35, SC 827.34; FRENCHMAN VALLEY COOP-S 581.00; FRONTIER COMMUNICATIONS-SC 34.19; FURNITURE LEISURE-S 2531.12; GALLS-S 409.03; GARRISONS-S 2725.25; GLASS EXPRESS-S 1101.62; GOOGLE SVCS-SC 729.00; GPM ENVIRONMENTAL-4198.00; GRAHAM TIRE-S 1109.68; GREAT PLAINS COMM-SC 3246.66, S174.90; GWORKS-SC 6530.00; J HALL-S 249.66; HAMPTON INN-SC 336.00; HANCOCK LUMBER-S 514.63, CO 637.56; HENNING BROS-SC 59.00; HERITAGE SENIOR CENTER-SC 45.00; HG KLUG SONS-S 232.40; HIGH PLAINS RADIO-SC 252.00; HINCKLEY MEDICAL-SC 2100.00; HINKLE TERMITE & PEST-S 470.00; HOA-S 3139.06; K HODGSON-SC 151.00; HOMETOWN LEASING-SC 9858.90; HONORBOUND IT-S 300.00; G HUNTER-SC 67.00; IAAI, INC-SC 500.00; IDEAL LINEN-S 226.56;

INLAND TRUCK-S 488.05; ISLAND SPRINKLER-S 1932.66; J BAR J LANDFILL-SC 47046.72; K & C GRAIN-S 42241.05; K-C MOTOR-S 92.95; KANN MFG-S 3597.17; KATHRYN MESNER-SC 1951.67; T KOETTER-SC 419.20; KOHLER TRAILER SALES-SC 2488.95; LEWIS MOTOR SPORTS-S 796.34; LIFE-ASSIST-S 1612.73; LOCALITY MEDIA-SC 3190.70; MACQUEEN EQ-S 441.53; MARIS CONST-CO 4625.00; MATHESON-LINWELD-S 219.08; R. MCCAULEY-S 3329.50; MCCOOK CHAMBER-SC 2992.50; MCCOOK CONCRETE-S 817.00; MEDC-CO 1607907.15; MC GAZETTE-SC 1157.11; MC HUMANE SOCIETY-S 4849.86; MPPD-SC 1416.05; MPS-SC 900.00; MCNET -SC 109.90; MCKESSON MEDICAL-S 240.61; MEAD-SC 63.46, S 6305.12; LB840-SC 77334.24; MEDICARE-PS 6713.85; T MEITL-SC 102.13; MENARDS-CO 3.442.46, S 1951.95; J. METCALF-SC 67.00; R METCALF-SC 490.40; MICROMARKETING-S 4927.75; MIDWEST CONNECT-S 647.25; SC 4280.50; MILLER & ASSOC.- CO 60328.46, SC 18247.50; B. MINTLING-S 2342.50; MJJ CONCRETE-S 14399.50; MOUSEL, BROOKS, SCHNEIDER, MUSTION, SCHIFFLET-SC 4203.05; MUNICIPAL SUPPLY-S CO 10031.47, SC 56151.26; MUTUAL OF OMAHA-SC 310.08; NE OF REV WASTE REDUCTION-SC 25.00, SALES TAX-SC 15451.38; NE PUBLIC HEALTH-SC 240.00; NE STATE FIRE MARSHALL-S 108.00; NMCA-SC 200.00; NEBRASKALAND TIRE-S 14413.18, SC 694.50; NEXT GENERATION-SC 86459.02; NICK'S DIST-S 2320.85; NPPD-SC 38577.76, S 2295.59; NEBRASKA SALT & GRAIN-S 4125.60; O'REILLY AUTO PARTS-S 1196.52; Z. OLIVER-S 6390.00; ONE BILLING SOLUTIONS-SC 4769.21; ONE CALL-SC 165.59; OPENEDGE-S 40.00; PAPER TIGER-S 100.00; PARDE ELECTRIC-SC 6909.17; PAULSEN-S 590.22; PINPOINT COMM-SC 69.99; PLATTE VALLEY COMM-S 3450.75; POLYDYNE-S 810.00; POPPIN ON THE BRICKS-S 270.00; K. POTTHOFF-SC 419.20; PRAIRIE STATES COMM-CO 4644.76; PROMO BIRD-S 1801.10; QUADIENT FINANCE-S 172.49, SC 1827.51; QUALITY IRRIGATION-S 49.08; QUALITY URGENT CARE-SC 1665.00; QUILL-S 579.72; RACO MFG-S 750.00; D. RAMBALI-SC 419.20; RAVENSWOOD ELECTRIC-S 7502.52; RWCO CRT-SC 34.00; RWCO TREASURER-SC 200.00; RWCO HEALTH DEPT-SC 2350.00; RESTORED HOMES-SC 1125.22; RUGGLES T RAILER SALES-S 1196.27; SAMWAY FLOOR COVERING-33634.67; SALYER SCREEN PRINTING-S 420.00; N SCHNEIDER-SC 93.00; M SCHOENMANN-SC 132.00; SENSEL WELDING-S 60.14; K SIDES-SC 116.50; B SIEGFRIED-SC 546.60; SOLID WAST ASSOC-SC 255.00; SOUTHWEST FARM & AUTO-S 1860.72; T STEWART-S 4560.00; STRYKER MEDICAL-S 117.35; SWEET MAGNOLIA-S 72.80; TASTE OF HOME-S 128.94; L TAYLOR-SC 476.70; TITAN-MACHINERY/MCCOOK-S 1640.26; TITAN-MACHINERY/NP-S 3500.00; TK ELEVATOR-S 405.57; TREE REBATE-S 225.00; TRI AIR TESTING-SC 246.00; TROJAN TECH-S 4157.90; ULINE-S 141.37; UMR-SC 375267.18; UNION BANK AND TRUST-CO 624.00, SC 1374.00; USA FOODS-S 944.31; USA BLUEBOOK-S 325.35; UTILITY REFUNDS-S 272.93; VANDIEST-S 7852.00; VAN KIRK

BROS-CO 250388.82; VERIZON-SC 2598.91; VK ELECTRONICS-S 100.00; VOLZ- S 3938.35; W
DESIGN ASSOC-CO 45490.94; WALMART-S 2613.59; WEATHERCRAFT-S 202.00; G WEEDIN-SC
419.20; WEST CENTRAL DEVELOPMENT DIST-SC 4515.00; WCNAA-SC WEX BANK-S 14738.36,
SC 272.26; ZOLL-S 245.24.

-s-Lea Ann Doak, City Clerk

PUBLISH: OCTOBER 14, 2025

**CITY MANAGER'S REPORT
OCTOBER 20, 2025 CITY COUNCIL MEETING**

ITEM: **3.K.**

RECOMMENDATION:

Approve the McCook Area Chamber of Commerce request to use City facilities for a Christmas Celebration on Saturday December 6, 2025. The request includes the use of Norris Park (including electricity) beginning at 3:00 P.M. which will include entertainment in the bandshell; the lighting of the park; conducting the Annual Christmas "Light up the Bricks" Parade beginning at 6:00 P.M., including participation by the Fire and Police departments and the closing of East "G" Street from the northbound lane of Norris Avenue to East 2nd Street; East 1st Street from East "F" Street to East "I" Street; East "H" Street from northbound lane of Norris Avenue to East 2nd Street; and the Norris Avenue north bound lane from East "G" Street to East "H" Street for carriage rides; the Chamber is also requesting permission to hang lights on City property.

BACKGROUND:

The Chamber of Commerce is requesting the use of the following City facilities for their annual Christmas celebration to be held on Saturday December 6, 2025:

The Chamber requests the assistance of the Police and Fire Department staff and equipment to conduct the annual Christmas "Light up the Bricks" Parade activities beginning at 6:00 p.m. This request also includes lining up parade entries along the 100 block of West "H" Street and going south along West 1st Street and conducting the parade from Norris Park down Norris Avenue to "C" Street and then west to West 5th street, where the parade will disband.

The Chamber is also requesting the use of Norris Park on December 6, 2025 from 3:00 p.m. to 8:30 p.m. for their annual "Noel on Norris", including electricity and the use of the bandshell.

They are also requesting the closure of the following streets for carriage rides:

East "G" Street from the northbound lane of Norris Avenue to East 2nd Street;
East 1st Street from East "F" Street to East "I" Street;
East "H" Street from the northbound lane of Norris Avenue to East 2nd Street; and
the Norris Avenue north bound lane from East "G" Street to East "H" Street

The Chamber is also planning to place lights in some of the trees as well as on the bandshell in Norris Park and along Norris Avenue, to provide a more festive feel. This is scheduled to take place in the first week or two of November. They plan to take down the lights sometime in January, weather permitting.

The McCook Police and Fire Departments will have personnel and equipment available to assist the McCook Chamber of Commerce in their proposed activities. The McCook Street Department will provide cones for the closing of the streets. This annual event presents no significant issues for City staff.

In lieu of flashing lights, the City Street Department will be providing reflective traffic cones.

FISCAL

IMPACT: None.

APPROVALS:



Kevin Hodgson, Interim Chief of Police

October 15, 2025



Marc Harpham, Fire Chief

October 15, 2025



Kyle Potthoff, Public Works Director

October 15, 2025



Nate Schneider, City Manager

October 15, 2025

Kyle Potthoff

From: Sarah Schneider <director@mccookchamber.org>
Sent: Monday, October 13, 2025 1:52 PM
To: Nate Schneider; Kyle Potthoff; Lea Ann Doak
Subject: Park and Street Request

Please consider this a formal request to be added to the October 20th, McCook City Council agenda for approval of the following request from the McCook Chamber of Commerce in regard to the annual Christmas Parade and Noel on Norris event.

1. Permission to hold the annual Christmas Light Parade hosted by High Plains Radio. The parade will take place on December 6th and begin at 6:00 pm. The route will be the same as in 2024 and begins at East "H" 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 Street. Parade entries will be lined up from West "H" Street going west and then moving south onto West 1st Street. We are asking that the fire truck be a part of the parade as the children love the big engine safety vehicles. We will not line up in any particular order, as the floats will line up as they arrive. Santa will ride in the fire truck as it leads the parade. As in the past, we would appreciate police support before, during, and after the event.
2. Permission to use Norris Park for our annual Noel on Norris (Carriage Rides and Park Entertainment) on Saturday, December 6th from 3 pm-8:30 pm, which includes electricity and the bandshell.
 - a. Road closures for safety reasons include East G St. from northbound Norris Ave. to East 2nd St., East 1st St. from East F St. to East I St., East H St. from East 2nd St. to northbound Norris Ave.; northbound Norris Ave. from East G St. to East H St. With these road closures, because it will be dusk into the dark, we request flashing lights rather than cones to stop traffic.
 - b. Permission to hang lights on trees and the bandshell prior to the event (on/around November 11). Lights will be taken down in January.
 - c. Permission to hang lights down Norris Avenue in the center island as well as display Santa Claus Lane and lights.

Please let me know if you have any questions.

Thanks,
Sarah

Sarah Schneider

Director
McCook Chamber of Commerce
402 Norris Avenue | Suite 316
McCook, NE 69001
308.345.3200
director@mccookchamber.org

**CITY MANAGER'S REPORT
OCTOBER 20, 2025 CITY COUNCIL MEETING**

ITEM: 3.L.

RECOMMENDATION:

Accept the minutes of the October 13, 2025 Planning Commission meeting.

BACKGROUND:

Accept minutes from various board and commission meetings.

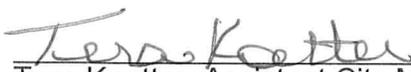
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 16, 2025



Tera Koetter, Assistant City Manager

October 16, 2025



Nathan A. Schneider, City Manager

October 16, 2025

McCook Planning Commission
October 13, 2025
5:15 P.M.

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

Present: Chair Chad Lyons; Vice Chair Tammie Hilker; Commissioners Matt Davidson, Kelly Hammerlun, Bruce McDowell, Jesse Stevens.

Absent: Commissioners Camy Bradley, Jamie Mockry, Kurt Vosburg, Bobby Gaulke.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 9, 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 all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public. Open Meetings Act Announcement.

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

1. Approve the minutes of the September 8, 2025 regular Planning Commission meeting.

Motion to approve the minutes of the September 8, 2025 regular Planning Commission meeting. This motion, made by Chad Lyons and seconded by McDowell, passed.

Bradley: ABSENT, Davidson: YEA, Gaulke: ABSENT, Hammerlun: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: YEA, Vosburg: ABSENT
YEA: 6, NAY: 0, ABSENT: 4

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by Linda and Lee Maiden to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at #2 Gemini Court, legally described as Lots 8 and 9, Block 2, Third Century II Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Linda and Lee Maiden to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at #2 Gemini Court, legally described as Lots 8 and 9, Block 2, Third

Century II Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Jesse Stevens, passed. Bradley: ABSENT, Davidson: YEA, Gaulke: ABSENT, Hammerlun: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: YEA, Vosburg: ABSENT
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 13, 2025 Planning Commission meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing mailed and posted (1 page); Exhibit #4 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #5 - Land Use Action Request Form and attachments (10 pages); Exhibit #6 - City of McCook Zoning Ordinance Article 9, Residential Medium Density District (RM) (3 pages); Exhibit #7 - City of McCook Zoning Ordinance Article 24, Special Exceptions (1 page); and Exhibit #8 - Findings and Determinations of McCook City Council (2 pages).

City Manager Schneider reviewed the information presented in Exhibit #1. Adjourn the Public Hearing.

With no one present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Chad Lyons and seconded by Matt Davidson, passed. Bradley: ABSENT, Davidson: YEA, Gaulke: ABSENT, Hammerlun: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: YEA, Vosburg: ABSENT
YEA: 6, NAY: 0, ABSENT: 4

2.B. Recommend approval to the City Council the application for a special exception by Linda and Lee Maiden to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at #2 Gemini Court, legally described as Lots 8 and 9, Block 2, Third Century II Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied, and said grant conditioned upon the applicant procuring proper commercial insurance and listing the City of McCook as an additional insured.

Motion to recommend approval to the City Council the application for a special exception by Linda and Lee Maiden to locate a Bed and Breakfast/Vacation Rental in a Residential Medium Density District (RM) - property located at #2 Gemini Court, legally described as Lots 8 and 9, Block 2, Third Century II Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied, and said grant conditioned upon the applicant procuring proper commercial insurance and listing the City of McCook as an additional insured. This motion, made by Chad Lyons and seconded by Tammie Hilker, passed.

Bradley: ABSENT, Davidson: YEA, Gaulke: ABSENT, Hammerlun: YEA, Hilker: YEA, Lyons: YEA, McDowell: YEA, Mockry: ABSENT, Stevens: YEA, Vosburg: ABSENT
YEA: 6, NAY: 0, ABSENT: 4

2.C. Review and discuss the proposed Highway Commercial District (C-3) chapter of the proposed City of McCook Zoning Regulations and give input on the amount of detail

preferred in the Light Industrial (I-1) and Heavy Industrial (I-2) Districts.

Discussion was held regarding the Highway Commercial District (C-3) chapter of the proposed zoning ordinance.

After discussion, it was the consensus of the Commission to have the Light Industrial (I-1) and Heavy Industrial (I-2) District chapters brought back for consideration in a format similar to our current zoning ordinance.

There will be a meeting of the Commission scheduled for November 10, 2025.

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 6:39 P.M.

Recording Secretary

**CITY MANAGER'S REPORT
OCTOBER 20, 2025 CITY COUNCIL MEETING**

ITEM: 4.A.

Consider request and authorize the use of Community Betterment Funds to cover the rental fees for the "Share the Heat" fundraising event to be held at the Heritage Senior Center on October 19, 2025.

BACKGROUND:

Barb Ostrum, Community Action and Linda Nielsen, a volunteer, made the request for use of the Senior Center for the "Share the Heat" fundraising event and that the fees for use of the Senior Center be waived. The Council has granted this type of request in the past, paying the fees with Community Betterment Funds. Staff is requesting Council approval of the use of these funds, which helps defray costs and ensure the viability of this event. The ending cash balance for Community Better Funds is sufficient to cover this expenditure.

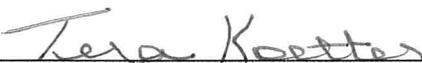
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 15, 2025



Tera Koetter, Assistant City Manager

October 15, 2025



Nathan A. Schneider, City Manager

October 15, 2025



Lea Ann Doak, City Clerk
City of McCook
505 West C St.
P.O. Box 1059
McCook, NE 69001

Telephone: (308)345-2022
E-mail: admin@cityofmccook.com
Website: www.cityofmccook.com

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please complete the information below and submit to the City Clerk's office. The item will be reviewed and forwarded to city staff for appropriate action or scheduled for a future meeting of the City Council, if necessary. You will be notified of the staff recommendation or action taken on your request or when the item will be presented to the City Council for consideration.

Name: Linda Nielsen

Address: 909 West K St. McCook NE

Telephone Number: 308-340-2400

Email Address: _____

Date of Request: Oct 3, 2025

Description of Requested Topic: (Please be as specific as possible and use additional sheets of paper if needed.)

see attached

For Administrative Purposes:

Date Request Received: _____ Received by: _____

Action Taken: _____

Follow-Up Needed: _____

Signed: _____ Date: _____

Completed form must be received 2 weeks prior to the Council meeting to get on the agenda.
For 1st Monday meeting of the month, form must be submitted by 3rd Monday of the month before.
For 3rd Monday meeting of the month, form must be submitted by the 1st Monday of the month.



To McCook City Council

We request a waiver of
fees for the McCook Senior
Center on Sunday, Oct 19, 2025
for a charity event. Information
enclosed about "Share the Heat"

Community Fund. We request use of
both the large and small meeting rooms.

submitted by Barbara Ostrom
308-737-8047

and Linda Nielsen
308-340-2800

HELP WITH HEATING BILLS

FUNDRAISER FOR

SHARE THE HEAT:

Sunday, October 19



11:30 am to 1:00 pm,
at the Senior Center,
1312 West 5th, McCook
Soup and salad meal

The meal is for a free will donation, give as you are able.
Donations can also be addressed to: Share the Heat, PO Box 1208, McCook

The Share the Heat community fund helps persons in seven counties of southwest Nebraska with heating bills..
Referrals for assistance with natural gas, electrical heat, or propane are made through the Community Action
Partnership of Mid-Nebraska, located in McCook., 308-345-1187

**CITY MANAGER'S REPORT
OCTOBER 20, 2025 MCCOOK CITY COUNCIL MEETING**

4.B. ITEM NO. ___ Update regarding the youth sports complex project.

BACKGROUND:

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

APPROVALS:



Nathan A. Schneider, City Manager

October 15, 2025



Lea Ann Doak, City Clerk

October 15, 2025



Tera Koetter, Assistant City Manager

October 15, 2025

CITY MANAGER'S REPORT
October 20, CITY COUNCIL MEETING

ITEM: 4.C.

RECOMMENDATION:

Review and approve proposed policy for Water and Wastewater bill adjustment policy.

BACKGROUND:

Historically staff encounter complaints about Water and Wastewater bills. Complaints range anywhere from high water usage during the summer from water leaks to high water usage in the winter during sewer rate setting months. Staff is asking for the Councils input on putting together a policy that would cover these issues.

**FISCAL
IMPACT:**

APPROVALS:



Pat Fawver, Utilities Director

October 15, 2025



Nate Schneider, City Manager

October 15, 2025



Lea Ann Doak, City Clerk

October 15, 2025

Water/Wastewater Department

Water and Sewer Bill Adjustment Policy

Effective Date: [Insert Date]

Approved By: McCook City Council

1. Purpose

The purpose of this policy is to define the limited circumstances under which the Water/Wastewater Department will consider adjustments to water and/or sewer bills. This ensures consistent and fair application of utility billing practices while protecting the financial integrity of the utility system.

2. Eligibility for Adjustment

Adjustments will be considered only under the following conditions:

- A. Water Leak Inside Meter Pit
 - A leak occurred inside the water meter pit, and went through the meter.
 - The leak was caused by utility-owned equipment failure (e.g., meter, setter, pit components), and
 - The customer did not contribute to or cause the issue.

When verified by Water/Wastewater Department staff, an adjustment to both water and sewer charges may be granted for the affected billing period(s) based on the customer's average usage.

- B. Sewer Rate Adjustment Due to Leak During Rate Setting Period
 - A leak occurred on the customer's side of the meter during the annual sewer rate setting period (December – February).
 - The leak has been fully repaired, and
 - The customer submits a valid repair invoice from a plumber or contractor as proof of repair or Receipts of supplies if repaired by homeowner.

If approved, the sewer usage for the affected period will be adjusted to reflect typical usage, ensuring the sewer rate is based on accurate consumption.

3. Adjustment Process

- The customer must submit a written Adjustment Request within 90 days of receiving the high bill or sewer rate notification.
- Department staff will verify the issue through inspection, meter data, or documentation.
- For sewer rate adjustments, the repair invoice or receipts are required for consideration.
- Adjustments will be applied only to the billing period(s) directly impacted.

- After adjustment approval, previous months will not be adjusted or credited.

4. Ineligible Situations

Adjustments will not be granted for:

- Leaks outside the meter pit (except during sewer rate setting months with proof of repair),
- Failure to provide required documentation,
- Normal or intentional high usage (e.g., irrigation, pool filling, visitors),
- Running toilets, dripping faucets, or other preventable issues,
- Requests received more than 90 days after the billing date or rate notification.

5. Final Determination

All decisions regarding billing adjustments are made by the Water/Wastewater Department and are considered final. Appeals will only be considered if new information is submitted to the City Council within 15 days of the decision.

6. Appeals

For all appeals, the City Council shall serve as the hearing body. Appeals will be held at a regularly scheduled City Council Meeting, following receipt of the Notice of Appeal by the City Clerk>

CITY OF McCOOK

WATER/WASTEWATER BILLING ADJUSTMENT REQUEST FORM

Customer Information

Name: _____

Service Address: _____

Account Number: _____

Phone Number: _____

Email Address (optional): _____

Type of Adjustment Requested

Water Bill Adjustment

Sewer Bill Adjustment

Both

Reason for Request

Leak inside the water meter pit *(Water adjustment may be considered)*

Leak during sewer rate-setting months *(Sewer adjustment may be considered with proof of repair)*

Other (please explain):

Leak/Repair Details

Date Leak Discovered: _____

Date Leak Repaired: _____

Describe the issue and location of the leak:

Was the leak inside the water meter pit?

Yes No

Was this during the sewer rate-setting months (December - February)?

Yes No

Required Documentation (attach copies):

Invoice or receipt showing proof of leak repair

Any photos or supporting documents (if available)

Customer Statement

I hereby request a billing adjustment for the reason stated above and affirm that the information provided is accurate to the best of my knowledge. I understand that submission of this form does not guarantee approval and that all adjustments are subject to the policies of the City of McCook Water/Wastewater Department.

Signature: _____

Date: _____

For Office Use Only

Date Received: _____

Reviewed By: _____

Approved

Denied

Notes/Decision Rationale:

Adjustment Amount: \$ _____

Date Processed: _____

**CITY MANAGER'S REPORT
OCTOBER 20, 2025 CITY COUNCIL MEETING**

ITEM: **4.D.**

RECOMMENDATION:

INTRODUCE ON THIRD AND FINAL READING ORDINANCE NO. 2025-3109 PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES OF THE CITY 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 2025-2026 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%.

There are 3 changes in the proposed contract with J Bar J Landfill compared to the previous contract: 1) The J Bar J contract will be increasing by \$.91/ton which is a 3% increase; 2) The State of Nebraska assesses a fee for each receipted ton that is deposited into a landfill. This fee has recently been increased by the State of Nebraska from \$1.25/ton to \$2.34/ton. This is an 87% increase from the previous years fee; 3) Also, at the beginning of August 2025, Perkins County implemented a \$1.00 per ton host fee. This is a new fee that has never been a part of our contract with J Bar J. With these increases, the per ton tipping fee for each ton of solid waste will increase by \$3.00/ton. Last year we took in more than 18,000 tons. Based off of this tonnage we will see a minimum annual increase in disposal fees of \$54,000.00. This is compared to an increase in last years contract from the previous year of approximately \$15,840.00.

The fee for Residential Trash Collection will increase from \$28.25 to \$29.75 per month which includes a \$2.00/month recycling fee to help support the recycling program. This equates to a 5.3% increase. The last increase was in October 2024 where the fee increased from \$27.25/month to \$28.25/month.

The fee for Household/Commercial Waste will increase from \$86.00/ton to \$92.00/ton. This equates to a 7% increase. The last increase was in October 2023 where the fee increased from \$83.00 to \$86.00.

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 2025 - 2026.

FISCAL

IMPACT: None.

APPROVALS:



Kyle Potthoff, Public Works Director

October 8, 2025



Nate Schneider, City Manager

October 8, 2025

ORDINANCE NO. 2025-3109

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. 2024-3087 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. Except as provided in Section E of this Appendix, 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	\$.046000 per pound (\$92.00 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 \$27.75 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, effective April 1, 2024, 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.

(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.

(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.

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

SECTION 3. This ordinance shall take effect and be in full force November 1, 2025 and from and after is passage, approval and publication in pamphlet form according to law.

PASSED AND APPROVED THIS _____ day of _____, 2025.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer