

# MCCOOK CITY COUNCIL

## REGULAR MEETING

**Monday, December 15, 2025  
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Barry Johnson, Assembly of God 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. Presentation.
  - A. Presentation from Grant Flamig, Account Manager with NPPD, regarding the community energy report.
3. Public Hearings.
  - A. Public Hearing - Regarding a request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC, seeking approval for a vacation and final plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West "S" Street and west of West 7th Street).
    1. Adjourn the Public Hearing.
  - B. Ordinance No. 2025-3112 approving vacation of Block 2, Lots 9 -16, Block 3, Lots 1 -4, North Pointe Addition, all in the City of McCook, Red Willow County, Nebraska (located north of West "S" Street and west of West 7th Street).
    1. Chairperson asks Clerk to read Ordinance by title.
    2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.

3. Final passage of Ordinance No. 2025-3112.
4. Chairperson declaration after vote, if approved.
- C. Adopt Resolution No. 2025-39, approving a final plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West "S" Street and west of West 7th Street).
- D. Public Hearing - Regarding a Blight and Substandard Study for Redevelopment Area #7, comprised of a tract of land being part of Lot 2, all Lot 3, Dillman's First Addition, part of 16th Street East, part of Airport Road, part of the Northwest Quarter of Section 28, Township 3 North, Range 29 West of the 6th P.M., Block 7, Block 8, Block 21, part of 14th Street East, Lots 7-12, Block 22, Brown's Park Addition, Part of Vacated 13th Street East, part of 12th Street East, part of 11th Street East and Lot 6, Block 8, Tenth Addition, all located in McCook, Red Willow County, Nebraska.
  1. Adjourn the Public Hearing.
- E. Approve Resolution No. 2025-40 approving the Blight and Substandard Study for Redevelopment Area #7.
- F. Public Hearing - Regarding a Blight and Substandard Study for Redevelopment Area #8, comprised of a tract of land being part of the Northeast Quarter and the Southeast Quarter of Section 24, Township 3 North, Range 30 West of the 6th P.M., Lot 1 and Lot 2, Block 1, Lashley-Tucker Subdivision, and Lot 2 and Lot 3, A.M. Bishop Addition, all in Red Willow County, Nebraska.
  1. Adjourn the Public Hearing.
- G. Adopt Resolution No. 2025-41 approving the Blight and Substandard Study for Redevelopment Area #8.
4. Consent Agenda.
 

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

  - A. Approve the minutes of the December 1, 2025 regular City Council meeting.
  - B. Receive and file the City Attorney Fee Agreement and Authority to Represent between the City of McCook and Nathaniel J. Mustion, City Attorney.
  - C. Authorize the Mayor to sign the Certificate of Compliance for the 2025 Maintenance Agreement between the City of McCook and the Nebraska Department of Transportation.
  - D. Approve the renewal of Maintenance Agreement No. 17 between the Nebraska Department of Transportation and the Municipality of McCook and authorize the Mayor to sign.
  - E. Receive and file the claims for the month of November 2025 and published December 12, 2025.
  - F. Accept the minutes of the July 29, 2025 Senior Center Advisory Board and the November 17, 2025 Planning Commission meetings.
  - G. Receive and file the 2025/2026 Council Radio Show Schedule.
  - H. Approve the City of McCook donation policy.
  - I. Approve the City of McCook's ACE Fund policy.
5. Regular Agenda.

- A. Update regarding the youth sports complex project.
  - B. Ordinance No. 2025-3111 amending the City of McCook Code of Ordinances, Title IX, adding Chapter 97, entitled "Public Spaces, Camping, Restrooms, Parks".
    - 1. Chairperson asks Clerk to read Ordinance by title.
    - 2. Consider approval of Ordinance No. 2025-3111 upon its first of three readings.
  - C. Approve and authorize the Mayor to sign Resolution No. 2025-42, to adopt and set the suggested donation for individuals 60 and over who receive Congregate, Carry Out Meals and Home Delivered Meals and set the fee for individuals under 60 who receive meals made at the McCook Senior Center.
  - D. Council Comments.
6. Adjournment.
7. Meeting of the McCook Community Development Agency.
- A. Call to Order and Roll Call.
  - B. Open Meetings Act Announcement.
  - C. Discussion regarding McCook's CDA acquiring the St. Catherine's property to facilitate a redevelopment project.
  - D. Approve Resolution No. CDA 2025-05 approving the acquisition of certain real property the execution of an option agreement on said property with the seller as a condition of and in connection with the acquisition (loan agreement, promissory note, deed of trust).
  - E. Approve Resolution No. CDA 2025-06 approving the acquisition of certain real property the execution of an option agreement on said property with the seller as a condition of and in connection with the acquisition (assignment and assumption of real estate purchase agreement, and a real estate option agreement).
  - F. Adjourn the McCook Community Development Agency meeting.
- Adjournment.

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 2. Presentation from Grant Flamig, Account Manager with NPPD, regarding the community energy report.

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**BACKGROUND:**

The City of McCook is a NPPD community and Grant Flamig is McCook's Account Manager. Mr. Flamig will present the community energy report to the City Council.

**APPROVALS:**



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Nathan A. Schneider, City Manager

December 10, 2025



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Lea Ann Doak, City Clerk

December 10, 2025



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Tera Koetter, Assistant City Manager

December 10, 2025

## Lea Ann Doak

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**From:** Flamig, Grant L. <glflami@nppd.com>  
**Sent:** Friday, October 31, 2025 1:24 PM  
**To:** Lea Ann Doak; Nate Schneider  
**Subject:** RE: [External] RE: McCook City Council Meeting - 12/1

Thank you and have a great weekend!

**From:** Lea Ann Doak <ldoak@cityofmccook.com>  
**Sent:** Friday, October 31, 2025 1:17 PM  
**To:** Flamig, Grant L. <glflami@nppd.com>; McCook,, City of- Nate Schneider (City Manager) <nshneider@cityofmccook.com>  
**Subject:** [External] RE: McCook City Council Meeting - 12/1

### This Message Is From an External Sender

Do the SAFETY Checklist: ✓ Name ✓ Subject ✓ Links ✓ Attachments ✓ Tone

**Got it, I will get you on our schedule for the December 1 meeting.**

### Lea Ann Doak, CMC

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

**From:** Flamig, Grant L. <glflami@nppd.com>  
**Sent:** Friday, October 31, 2025 1:13 PM  
**To:** Nate Schneider <nshneider@cityofmccook.com>  
**Cc:** Lea Ann Doak <ldoak@cityofmccook.com>  
**Subject:** McCook City Council Meeting - 12/1

Good afternoon Nate,

Could you put me on your December 1<sup>st</sup> city council agenda? I would like to present the community energy report.

*requested to move to 12/15*

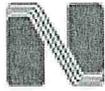
Please confirm that the meeting is at 5:30 pm.

Thank you,

Grant Flamig

Account Manager

Kearney Operations Center



Nebraska Public Power District

W: 308-236-2257

M: 308-440-0165

900 4th Avenue, Box 2170

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. **3.A** - Public Hearing - Consider a request from MEDC, W.A.G.S. Properties, LLC, and NML, LLC, seeking approval for a vacation and final plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6<sup>th</sup> P.M. in Red Willow County, Nebraska (located north of West S Street and west of West 7<sup>th</sup> Street).

ITEM NO. **3.B.** *Ord 2025-3112* - Approve the vacation of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6<sup>th</sup> P.M. in Red Willow County, Nebraska (located north of West S Street and west of West 7<sup>th</sup> Street).

ITEM NO. **3.C.** - Approve a final plat for land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6<sup>th</sup> P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7<sup>th</sup> Street).

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**BACKGROUND:**

On behalf of the property owners, MEDC; W.A.G.S. Properties, L.L.C.; and NML, LLC, the applicant, Amanda Engell, requests approvals for a vacation and final plat for property generally located north of West S Street and west of West 7<sup>th</sup> Street, all found within the current North Pointe Subdivision.

The applicants request to vacate land collaboratively owned by them located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6<sup>th</sup> P.M. in Red Willow County, Nebraska, which is part of the North Pointe Subdivision. The legal description of the property to be vacated is attached to this report and is made part of the report by this reference. A vacation is necessary to proceed with the proposed final plat.

Following the vacation process, the intent is for Second North Pointe Addition to be created through the adoption of a final plat. The Second North Pointe Addition will be comprised of two blocks, with Block 1 containing 6 residential lots and Block 2 containing 7 lots, 5 of which will be residential lots. Additionally, streets (West 9<sup>th</sup> Street and West T Street) are included. The final plat includes proposed and existing utilities. As mentioned, plans include developing the majority of the proposed lots into residential properties (one lot will be an outlot and another lot will keep its existing structure).

On November 10<sup>th</sup>, the Planning Commission recommended approval of the preliminary plat. On November 7<sup>th</sup>, the City Council approved the preliminary plat.

On December 8<sup>th</sup>, the Planning Commission recommended approval of the requested vacation. At the same meeting, the Planning Commission recommended approval of the requested final plat.

Amanda Engell and representatives from W Design will be present at the McCook City Council meeting to answer specific questions related to the application.

**EXHIBIT #1**

**PAGE(S) -2**

**APPROVALS:**



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Nathan A. Schneider, City Manager

December 10, 2025



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Lea Ann Doak, City Clerk

December 10, 2025

**NOTICE OF PUBLIC HEARING  
VACATION**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of McCook Planning Commission on December 8, 2025, at 5:15 P.M. and by the McCook City Council on December 15, 2025, at 5:30 P.M. The hearings will be held in the City Council Chambers, 505 West "C" Street, McCook, Nebraska, to consider the vacation of Block 2, Lots 9 - 16, Block 3, Lots 1 - 4. North Pointe Addition to the City of McCook, Red Willow County, Nebraska. Any and all persons desiring to comment may attend said public hearing 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: November 28, 2025.

**EXHIBIT #2**

**PAGE(S) - 1**

**NOTICE OF PUBLIC HEARING  
VACATION**

NOTICE IS HEREBY GIVEN that public hearings will be held to consider the vacation of the following described property:

Block 2, Lots 9 - 16, Block 3, Lots 1 - 4. North Pointe Addition to the City of McCook,  
Red Willow County, Nebraska.

Public Hearings on the above-described Vacation will be held on the Dates, Times, and at the places listed below:

December 8, 2025 - 5:15 P.M.  
McCook Planning Commission  
City Council Chambers  
505 West "C" Street

December 15, 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 of McCook City Manager at 308-345-2022 ext. 225.

-s- Lea Ann Doak  
City Clerk

Post: November 28, 2025.  
Mail: November 28, 2025.

**EXHIBIT #3**

**PAGE(S) - 1**

Property Owners Notified:

RED WILLOW CO. SCHOOL DIST. #17  
700 WEST 7<sup>TH</sup>  
MCCOOK, NE 69001

PRESIDENT  
MCCOOK PUBLIC SCHOOLS  
600 WEST 7<sup>TH</sup>  
MCCOOK, NE 69001

RED WILLOW COUNTY  
C/O PENNY COOPER  
502 NORRIS AVE  
MCCOOK, NE 69001

RED WILLOW CO. PLANNING COMM.  
502 NORRIS AVE  
MCCOOK, NE 69001

W.A.G.S  
C/O CHRIS WAGNER  
PO BOX 749  
MCCOOK, NE 69001

JOHN & LUCILLE MCANUEL  
805 SPRUCE ROAD  
MCCOOK, NE 69001

GALEN PERRY  
1001 W R ST  
MCCOOK, NE 69001

MEDC  
C/O CHARLIE MCPHERSON  
402 NORRIS AVE  
MCCOOK, NE 69001

CRAIG AND CHERYL CHRISTNER  
808 SPRUCE  
MCCOOK, NE 69001

VINCENT AND ERICA CHANCELLOR  
806 WEST S STREET  
MCCOOK, NE 69001

NML, LLC  
PO BOX 217  
MCCOOK, NE 69001

MICHELLE MINTLING  
PO BOX 5  
MCCOOK, NE 69001

RANDY AND BARBARA HOFFMANN  
JULIE RIPPEN  
801 WEST S STREET  
MCCOOK, NE 69001

JESSE AND STEPHANIE STEVENS  
1606 WEST 2<sup>ND</sup>  
MCCOOK, NE 69001

KEITH RIEMER  
804 WEST S STREET  
MCCOOK, NE 69001

BENJAMIN AND LINDSAY WEBB  
802 SPRUCE  
MCCOOK, NE 69001

DAVE AND ANGELA MCCARTY  
1700 W 4  
MCCOOK, NE 69001

WALTER ESKILDSEN  
803 WEST S STREET  
MCCOOK, NE 69001

CHASE PIERSON  
2101 W 7<sup>TH</sup>  
MCCOOK, NE 69001

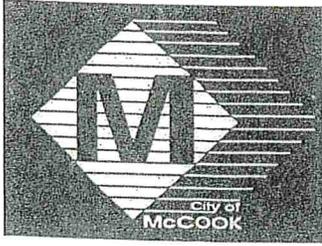
GARFIELD GEORGE GRIM  
801 SPRUCE  
MCCOOK, NE 69001

CTE CONSTRUCTION, LLC  
PO BOX 106  
MCCOOK, NE 69001

MCCOOK COMMUNITY BUILDERS, LLC  
STE 301  
402 NORRIS AVE  
MCCOOK, NE 69001

**EXHIBIT #4**

**PAGE(S) - 1**



# VACATION APPLICATION

OFFICE USE ONLY

STREET/ALLEY #: \_\_\_\_\_

SUBDIVISION FILE #: \_\_\_\_\_

DATE FILED: \_\_\_\_\_

FEE: \_\_\_\_\_

RECEIPT #: \_\_\_\_\_

Applicant/Agent's Name: MEDC ; WAG S Properties LLC

Applicant/Agent's Address: 402 Norris Ave Suite 301 McCook, NE

E-Mail: amanda@mccookne.org Phone: 308-345-1200 Ext 2

Property Owner Name: McCook Economic Development Corp ; W.A.G.S Properties LLC

Property Owner Address: 402 Norris Ave Suite 301 ; 1411 East 5th St PO Box 749 McCook, NE

E-Mail: amanda@mccookne.org ; chriswagner@drive.wagner.com Phone: 308-345-1200 Ext 2 ; 308-340-0915

Type of Vacation requested (MARK ALL THAT APPLY):

SUBDIVISION

STREET

ALLEY

EASEMENT

Address or general location of area to be vacated: North Pointe Addition Blk 2 lots 9-16 & Blk 3 lot 3

Legal Description of area to be vacated: North Pointe Addition Blk 2 lots 9-16 & Blk 3 Lot 3

Length of Street/Alley/Easement: N/A

Width of Street/Alley/Easement: N/A

The following information and exhibits shall accompany the completed application:

- Address or General Location information above for Street/Alley/Easement shall include the name of abutting Streets/Avenues
- Street location information above shall include recorded street name from subdivision plat and subdivision name in which it was dedicated
- Signed letter or letters from all property owners agreeing to vacation
- Completed Utility Consent (Document must be attached to application)
- Certified copy of the last deed of record from the Register of Deeds office for all property owners
- Map showing area to be vacated (8 1/2" x 11")
- Legal description formatted in Microsoft Word

Applicant /Agent/Owner: Amanda Eugell [Signature] Date: 10/15/25

Signature by Applicant/Agent certifies that they are the authorized agent of the property owner. All submittal information, while reviewed, is subject to meeting all zoning, subdivision, and building code regulations, and it remains the applicant/agent/owner responsibility to ensure all information is correct.

### PLEASE NOTE

- Applications for Planning Commission are due by Noon on the third Monday of the month (see posted schedule for exact dates), prior to the next scheduled meeting.
- A digital submission of application and exhibits is required to be sent to City Building Inspector (bldginsp@cityofmccook.com) by application deadline.
- Application fees are due by 4:30 PM on the fourth Monday of the month following the submittal.
- ONE paper copy of application and exhibits is required to be submitted to the Building Inspector one week prior to the City Council meeting.
- Applicant signature must match either application/agent.
- Communication regarding application will only be communicated to those listed on the application.

**EXHIBIT #5**

**PAGE(S) - 1**

October 15, 2025

Mr. Nate Schneider, City Manager  
City of McCook  
505 West C Street  
McCook, NE 69001

RE: North Pointe Addition, North Pointe Block 2 Lots 9-16 & Block 3 Lot 3 Vacation Approval

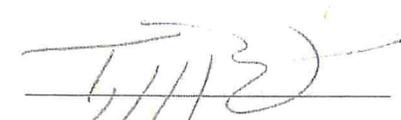
Dear Mr. Schneider

As owners of the property known as the North Pointe Addition hereby give approval to the vacation of the following description of lots:

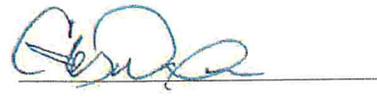
The North Pointe Addition Block 2 Lots 9-16 & Block 3 Lot 1 thru 4

The vacation is being done to facilitate the final plat of the North Pointe Addition as presented.

Respectfully:



Troy Bruntz  
President MEDC



Chris Wagner  
W.A.G.S Properties, LLC

**EXHIBIT #6**

**PAGE(S) - 2**

October 21, 2025

Mr. Nate Schneider, City Manager  
City of McCook  
505 West C Street  
McCook, NE 69001

RE: North Pointe Addition, North Pointe Block 2 Lots 9-16 & Block 3 Lot 3 Vacation Approval

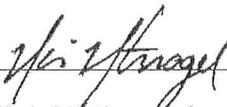
Dear Mr. Schneider

As owners of the property within the area known as the North Pointe Addition, hereby give approval to the vacation of the following description of lots:

The North Pointe Addition Block 2 Lots 9-16 & Block 3 Lot 3

The vacation is being done to facilitate the final plat of the North Pointe Addition as presented.

Respectfully:



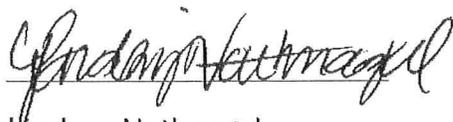
Nick Nothnagel

Member, NML, LLC



Matthew Nothnagel

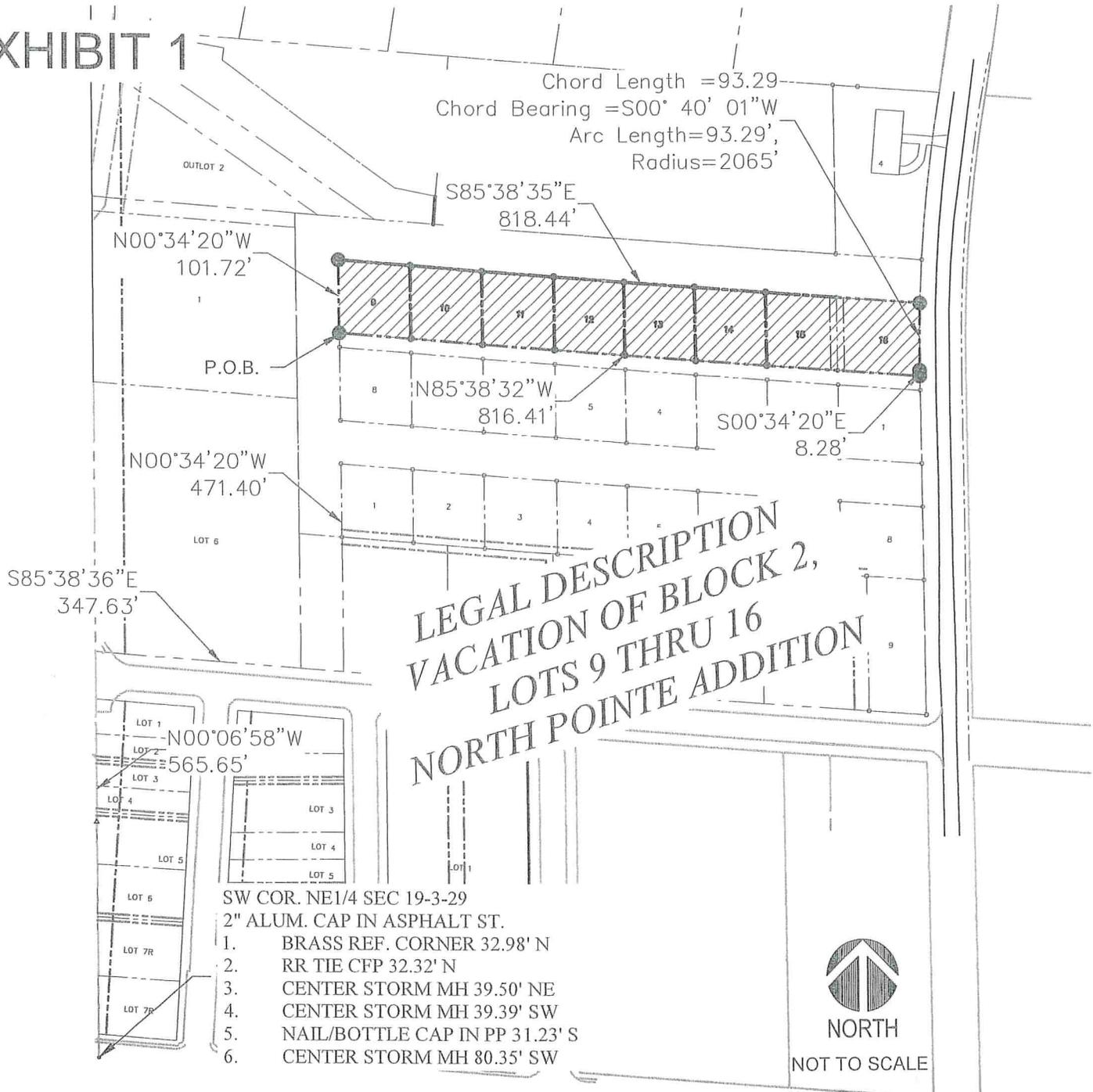
Member, NML, LLC



Lindsey Nothnagel

Member, NML, LLC

# EXHIBIT 1



**EXHIBIT #7**

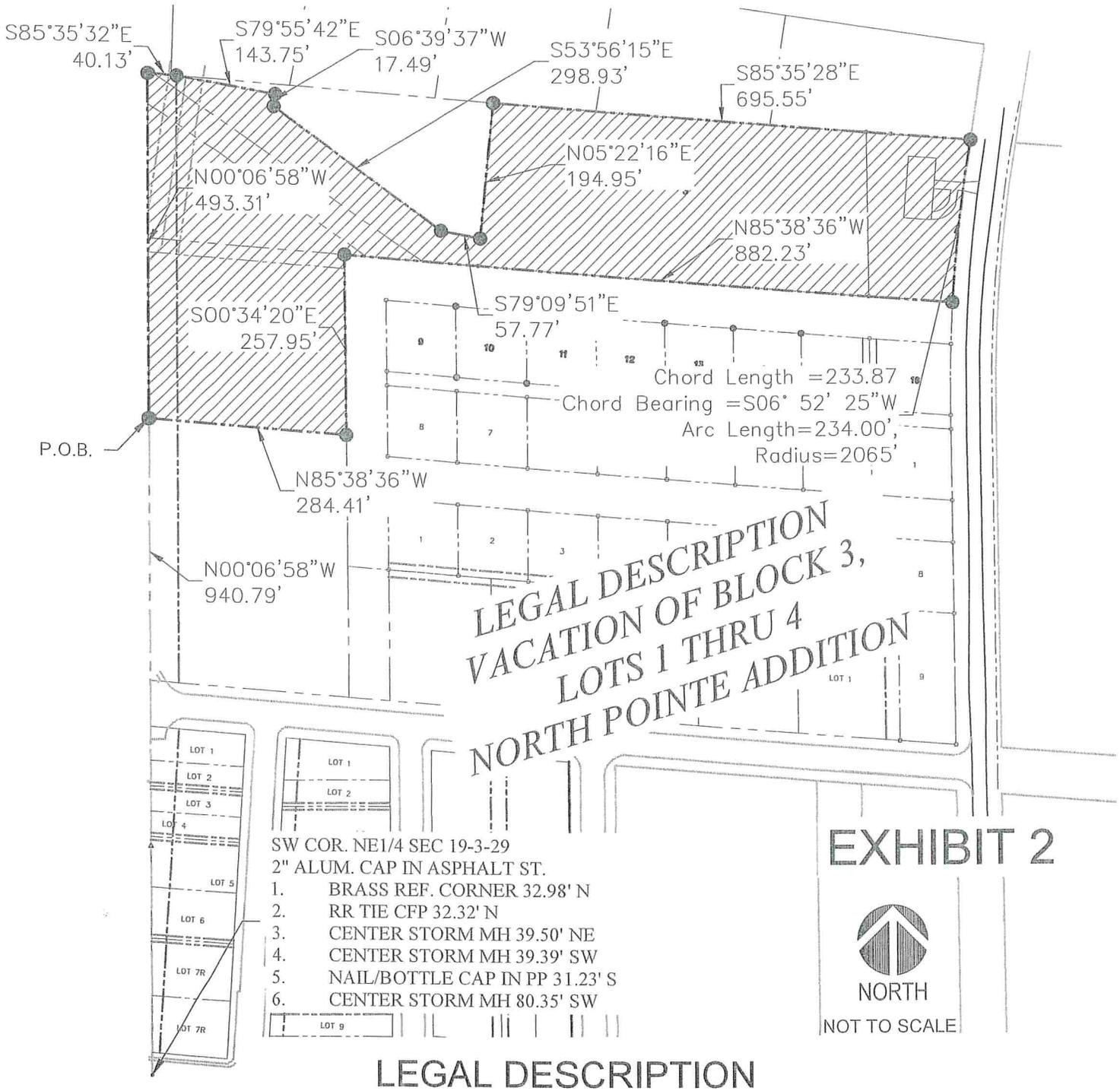
## LEGAL DESCRIPTION

**PAGE(S) - 2**

A tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, which is the NORTH POINTE ADDITION, an Addition to the City of McCook, Nebraska, more particularly described as follows:

Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the 1/4 section line a distance of 565.65 feet to a point on the North Right of Way Line of R Street, thence S85°38'36"E along said Right of Way a distance of 347.63 feet to a point, thence N00°34'20"W a distance of 471.40 feet to a point, said point being the Point of Beginning. Thence N00°34'20"W a distance of 107.72 feet to a point, thence S85°38'35"E a distance of 818.44 feet to a point, thence Southwesterly along a curve to the left, with a Chord Bearing of S00°40'01"W, a Chord Distance of 93.29 feet, an Arc Length of 93.29 feet and a Radius of 2065 feet to a point, thence S00°34'20"E a distance of 8.28 feet to a point, thence N85°38'32"W a distance of 816.41 feet to the Point of Beginning.

Said tract containing 1.90 acres more or less subject to any easement, right-of-ways and reservations of record.



- SW COR. NE1/4 SEC 19-3-29  
2" ALUM. CAP IN ASPHALT ST.
1. BRASS REF. CORNER 32.98' N
  2. RR TIE CFP 32.32' N
  3. CENTER STORM MH 39.50' NE
  4. CENTER STORM MH 39.39' SW
  5. NAIL/BOTTLE CAP IN PP 31.23' S
  6. CENTER STORM MH 80.35' SW

A tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, which is the NORTH POINTE ADDITION, an Addition to the City of McCook, Nebraska, more particularly described as follows:

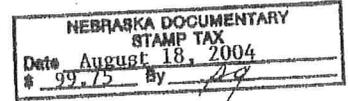
Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the 1/4 section line a distance of 940.79 feet to a point, said point being the Point of Beginning. Thence N00°06'58"W a distance of 493.31 feet to a point, thence S85°35'32"E a distance of 40.13 feet to a point, thence S79°55'42"E a distance of 143.75 feet to a point, thence S06°39'37"W a distance of 17.49 feet to a point, thence S53°56'15"E a distance of 298.93 feet to a point, thence S79°09'51"E a distance of 57.77 feet to a point, thence N05°22'16"E a distance of 194.95 feet to a point, thence S85°35'28"E a distance of 695.55 feet to a point, thence Southwesterly along a curve to the left, with a Chord Bearing of S06°52'25"W, a Chord Distance of 233.87 feet, an Arc Length of 234.00 feet and a Radius of 2065 feet to a point, thence N85°38'36"W a distance of 882.23 feet to a point, thence S00°34'20"E a distance of 257.95 feet to a point, thence N85°38'36"W a distance of 284.41 feet to the Point of Beginning.

Said tract containing 7.07 acres more or less subject to any easement, right-of-ways and reservations of record.

Recorded Book 131, Page 458  
August 18, 2004, 2:40 P.M.

Pauletta Server  
Reg. of Deeds, Red Willow Co.

2004-01741



### JOINT TENANCY WARRANTY DEED

Richard Klug and Pamela Klug, husband and wife, Grantors, whether one or more, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, conveys to John K. Nothnagel and Elizabeth A. Nothnagel, husband and wife Grantees, as joint tenants and not as tenants in common, the following described real estate (as defined in Neb. Rev. Stat. §76-201) in Red Willow County, Nebraska:

See Attached Exhibit A

Grantors covenant (jointly and severally, if more than one) with the Grantee that Grantors:

- (1) is lawfully seised of such real estate and that it is free from encumbrances; except those of record including all mineral reservations.
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons.

Executed: August 13, 2004

[Signature]  
Richard Klug

[Signature]  
Pamela Klug

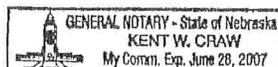
EXHIBIT #8

PAGE(S) - 16



STATE OF NEBRASKA )  
  )SS.  
COUNTY OF RED WILLOW )

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of August 2004, by Richard Klug and Pamela Klug, husband and wife.



[Signature]  
Notary Public

## Exhibit "A"

A tract of land in Red Willow County more particularly described below:

Referring to the NW corner of Block 10, Egan Park Addition to the City of McCook, thence westerly 66.24 feet to a point on the west right-of-way line of Seventh Street West which is the Point of Beginning.

Thence N 00 degrees 27 minutes W along the west right-of-way line of Seventh Street West a distance of 602.74 feet to the beginning of a curve;

Thence northeasterly along a curved line which is the west right-of-way of Seventh Street West having a radius of 1465.40 feet, through a central angle of 9 degrees 20 minutes a distance of 238.71 feet to a point;

Thence N 08 degrees 52 minutes E along the west right-of-way line of Seventh Street West a distance of 98.7 feet to a point on the south line of Henton's Second Addition which is 10.03 feet southwesterly of the SE corner of Lot 5, Block 1;

Thence N 85 degrees 33 minutes W along the south line of Henton's Second Addition to the NE corner of Clary Subdivision a distance of 116.8 feet to a point;

Thence S 00 degrees 27 minutes E along the east line of Clary Subdivision a distance of 933.4 feet to the SE corner of Clary Subdivision;

Thence S 85 degrees 33 minutes E a distance of 81.2 feet to the Point of Beginning; in the NE $\frac{1}{4}$ , Sec. 19, Township 3 North, Range 29 West of the 6th P.M.

Said tract containing 1.85 acres, more or less.



## Exhibit "A"

A tract of land in Red Willow County more particularly described below:

Referring to the NW corner of Block 10, Egan Park Addition to the City of McCook, thence westerly 66.24 feet to a point on the west right-of-way line of Seventh Street West which is the Point of Beginning.

Thence N 00 degrees 27 minutes W along the west right-of-way line of Seventh Street West a distance of 602.74 feet to the beginning of a curve;

Thence northeasterly along a curved line which is the west right-of-way of Seventh Street West having a radius of 1465.40 feet, through a central angle of 9 degrees 20 minutes a distance of 238.71 feet to a point;

Thence N 08 degrees 52 minutes E along the west right-of-way line of Seventh Street West a distance of 98.7 feet to a point on the south line of Henton's Second Addition which is 10.03 feet southwesterly of the SE corner of Lot 5, Block 1;

Thence N 85 degrees 33 minutes W along the south line of Henton's Second Addition to the NE corner of Clary Subdivision a distance of 116.8 feet to a point;

Thence S 00 degrees 27 minutes E along the east line of Clary Subdivision a distance of 933.4 feet to the SE corner of Clary Subdivision;

Thence S 85 degrees 33 minutes E a distance of 81.2 feet to the Point of Beginning; in the NE $\frac{1}{4}$ , Sec. 19, Township 3 North, Range 29 West of the 6th P.M.

Said tract containing 1.85 acres, more or less.



STATE OF NEBRASKA        )  
  ) ss.  
RED WILLOW COUNTY        )

I, Penelope Cooper, County Clerk in and for said county, do hereby certify that the foregoing is a true and complete copy of the original book 131 page 458 recorded on August 18, 2004.

|Dated this 20<sup>th</sup> day of October 2025.

Penelope Cooper,  
Penelope Cooper  
Red Willow County Clerk



Recorded May 3, 2021 9:30 AM  
Inst. No. 2021-0746  
Fees: \$ 22.00 Pages 3  
Tad Tied  
Register of Deeds, Red Willow County, NE

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date May 3, 2021  
\$ 37.50 By AL

AFTER RECORDING RETURN TO:  
McCook Abstract Company  
PO Box 648  
McCook, NE 69001

### TRUSTEE'S DEED

Premier Trust, Inc. Custodian F BO David <sup>W</sup> Winder IRA, GRANTOR, (signed by Kathy Klein, Trust Officer) in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, McCook Economic Development Corporation, the following described real estate in Red Willow County, Nebraska:

SEE ATTACHED EXHIBIT "A"

GRANTOR covenants with GRANTEES that GRANTOR:

- (1) is lawfully seized of such real estate that it is free from encumbrances; EXCEPT subject to easements, reservations, and restrictions of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against any acts of the GRANTOR.

Executed April 28, 2021



Premier Trust, Inc. as Custodian for IRA Account  
Number 004116 in the name of David E. Winder, IRA

Kathy Klein  
By Kathy Klein, Trust Officer

STATE OF Nevada  
COUNTY OF Clark

The foregoing instrument was acknowledged before me this 28 day of April,  
2021 by Kathy Klein, Trust Officer of the Premier Trust, Inc. as Custodian for IRA Account Number 004116  
in the name of David Winder, IRA.

Krystal Gomez  
Notary Public

My Commission expires July 14, 2021

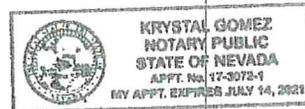


EXHIBIT "A"

File # M015743-

Lots 4, 5 and 6, Block 1 of Clary Subdivision Replat No. 1, to the City of McCook, Red Willow County, Nebraska;

and,

A tract of land located in the NE1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, which is a part of the CLARY SUBDIVISION, to the City of McCook, more particularly described as follows:

Referring to the SW corner of the said NE1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the 1/4 Section line a distance of 565.65 feet to a point on the North line of "R" Street,

Thence S85°38'36"E along the North right-of-way of "R" Street a distance of 1082.84 feet to the SE corner of Lot 1, Block 1 of Clary Subdivision Replat No. 1,

Thence N00°34'20"W a distance of 187.69 feet to the NE corner Lot 1, Block 1 of Clary Subdivision Replat No. 1 which is the point of beginning,

Thence N85°38'36"W a distance of 735.21 feet along the North line of Lots 1, 2, 3, 4 and 5 to the NW corner of Lot 5, thence N00°34'20"W a distance of 10.04 feet to the NE corner of West 9th Street,

Thence N85°38'36"W a distance of 66.22 feet to a point on the East line of Lot 6, Block 1 of Clary Subdivision Replat No. 1, which is also the West line of a Utility Easement, thence N00°34'20"W along said Easement line a distance of 177.66 feet to a point on the North line of Lot 6, thence N85°38'36"W along the North line of Lot 6, a distance of 284.41 feet to a point on the West line of the NE1/4 of said Section 19, thence N00°06'58"W along the 1/4 Section line a distance of 493.31 feet to the NW corner of Clary Subdivision, Thence S85°34'55"E a distance of 40.12 feet,

Thence S79°55'42"E a distance of 143.75 feet,

Thence S06°39'37"W a distance of 17.49 feet,

Thence S53°56'15"E a distance of 298.93 feet,

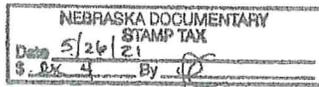
Thence S79°09'51"E a distance of 57.77 feet,

Thence N05°22'16"E a distance of 194.95 feet to a point on the North line of Clary Subdivision,

Thence S85°34'55"E along the North line of Clary Subdivision a distance of 578.37 feet to the NE Corner of Clary Subdivision, thence S00°34'20"E along the East line of Clary Subdivision a distance of 670.08 feet to the point of beginning.



Recorded May 26, 2021 1:30AM  
Inst. No. 2021-00931  
Fees: \$ 22.00 Pages 3  
Lenore Coburn, Deputy  
Register of Deeds, Red Willow County, NE



AFTER RECORDING RETURN TO:  
McCook Abstract Company  
PO Box 648  
McCook, NE 69001

### CORRECTIVE TRUSTEE'S DEED

Premier Trust, Inc. Custodian FBO David Winder, IRA, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, McCook Economic Development Corporation, the following described real estate in Red Willow County, Nebraska:

SEE ATTACHED EXHIBIT "A"

This Corrective Trustee's Deed corrects the legal description contained in the Trustee's Deed recorded on May 3, 2021, as Instrument No. 202100746.

GRANTOR covenants with GRANTEES that GRANTOR:

- (1) is lawfully seized of such real estate that it is free from encumbrances; EXCEPT subject to easements, reservations, and restrictions of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against any acts of the GRANTOR.

Executed 5-21, 2021.



Premier Trust, Inc. as Custodian FBO David Winder,  
IRA

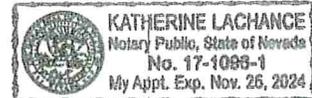
Kathy Klein  
By Kathy Klein, Trust Officer

Nevada  
STATE OF ~~NEBRASKA~~  
COUNTY OF Clark

The foregoing instrument was acknowledged before me this 21st day of May,  
2021 by Kathy Klein, Trust Officer of the Premier Trust, Inc. as Custodian for IRA account number 004116 in the  
name of David Winder, IRA.

Katherine Lachance  
Notary Public

My Commission expires 11/25/2024



STATE OF NEBRASKA        )  
  ) ss.  
RED WILLOW COUNTY        )

I, Penelope Cooper, County Clerk in and for said county, do hereby certify that the foregoing is a true and complete copy of the original instrument number 2021-00746 recorded on May 3, 2021.

|Dated this 20<sup>th</sup> day of October 2025.

Penelope Cooper,

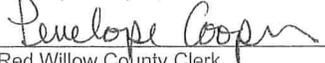
  
Red Willow County Clerk



EXHIBIT "A"

File # M015743-

A tract of land located in the NE1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, which is a part of the CLARY SUBDIVISION, to the City of McCook, more particularly described as follows:

Referring to the SW corner of the said NE1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the 1/4 Section line a distance of 565.65 feet to a point on the North line of "R" Street,

Thence S85°38'36"E along the North right-of-way of "R" Street a distance of 1082.84 feet to the SE corner of Lot 1, Block 1 of Clary Subdivision Replat No. 1,

Thence N00°34'20"W a distance of 187.69 feet to the NE corner Lot 1, Block 1 of Clary Subdivision Replat No. 1 which is the point of beginning,

Thence N85°38'36"W a distance of 735.21 feet along the North line of Lots 1, 2, 3, 4 and 5 to the NW corner of Lot 5, thence N00°34'20"W a distance of 10.04 feet to the NE corner of West 9th Street,

Thence N85°38'36"W a distance of 66.22 feet to a point on the East line of Lot 6, Block 1 of Clary Subdivision Replat No. 1, which is also the West line of a Utility Easement, thence N00°34'20"W along said Easement line a distance of 177.66 feet to a point on the North line of Lot 6, thence N85°38'36"W along the North line of Lot 6, a distance of 284.41 feet to a point on the West line of the NE1/4 of said Section 19, thence N00°06'58"W along the 1/4 Section line a distance of 493.31 feet to the NW corner of Clary Subdivision, Thence S85°34'55"E a distance of 40.12 feet,

Thence S79°55'42"E a distance of 143.75 feet,

Thence S06°39'37"W a distance of 17.49 feet,

Thence S53°56'15"E a distance of 298.93 feet,

Thence S79°09'51"E a distance of 57.77 feet,

Thence N05°22'16"E a distance of 194.95 feet to a point on the North line of Clary Subdivision,

Thence S85°34'55"E along the North line of Clary Subdivision a distance of 578.37 feet to the NE Corner of Clary Subdivision, thence S00°34'20"E along the East line of Clary Subdivision a distance of 670.08 feet to the point of beginning.

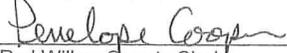


STATE OF NEBRASKA        )  
                                      ) ss.  
RED WILLOW COUNTY        )

I, Penelope Cooper, County Clerk in and for said county, do hereby certify that the foregoing is a true and complete copy of the original instrument number 2021-00931 recorded on May 26, 2021.

[Dated this 20<sup>th</sup> day of October 2025.

Penelope Cooper,

  
\_\_\_\_\_  
Red Willow County Clerk



Recorded October 7, 2021 1:45 P.M.  
Inst. No. 2021-01795  
Fees: \$ 10.00 Pages 1  
John Berry  
Register of Deeds, Red Willow County, NE

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date October 7, 2021  
\$ 180.00 By JL

KEEP TOP 3" FREE, SEE 1995 LB 200 THAT REVISED NEB. REV. STATS. 23-1503 01M

Upon recording, return to:  
MOUSEL, BROOKS, SCHNEIDER, MUSTION & SHIFFLET, P.C., L.L.O.  
101 WEST C ST.  
McCOOK, NE 69001

## WARRANTY DEED

McCook Economic Development Corporation, a Nebraska corporation, GRANTOR, in consideration of One Dollar and other good and valuable consideration received from GRANTEE, W.A.G.S. Properties, LLC, a Nebraska limited liability company, conveys to GRANTEE, the following described real estate, (as defined in Neb. Rev. Stat. 76-201):

Lots 7A and 7B, Clary Subdivision Replat No. 6, Replat of Original Clary Subdivision and Replat No. 1, part of Block 2 and 3, to the City of McCook, Red Willow County, Nebraska

and

A miscellaneous tract of land located in the NE $\frac{1}{4}$  of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska, Willow Grove Precinct, more particularly described as follows:

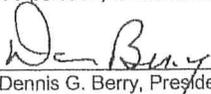
Referring to the SW corner of the said NE $\frac{1}{4}$  of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the  $\frac{1}{4}$  section line a distance of 565.65 feet to a point on the North line of "R" Street, thence S85°38'36"E along the North right-of-way of "R" Street a distance of 1082.84 feet to a point, thence N00°34'20"W a distance of 573.12 feet to a point, which is the Point of Beginning, thence North 00°34'20"W a distance of 60.22 feet, thence S85°38'35"E a distance of 86.79 feet, thence Southerly along a curve having a radius of 2108 feet, a distance of 60.02 feet, thence N85°38'36"W a distance of 83.27 feet to the Point of Beginning.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEES that GRANTOR

- is lawfully seised of such real estate and that it is free from encumbrances, except easements, reservations, covenants and restrictions of record;
- has legal power and lawful authority to convey the same; and
- warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: October 7, 2021

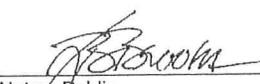
McCook Economic Development Corporation, a Nebraska corporation, Grantor

  
Dennis G. Berry, President

State of Nebraska, County of Red Willow -- ss.

The foregoing Warranty Deed was acknowledged before me on October 7, 2020, by Dennis G. Berry, President of the McCook Economic Development Corporation, a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY - State of Nebraska  
JOHN BRYANT BROOKS  
My Comm. Exp. September 4, 2025

  
Notary Public  
My commission expires. 9-4-25

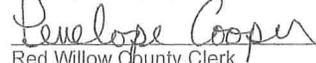


STATE OF NEBRASKA            )  
  ) ss.  
RED WILLOW COUNTY            )

I, Penelope Cooper, County Clerk in and for said county, do hereby certify that the foregoing is a true and complete copy of the original instrument number 2021-01795 recorded on October 7, 2021.

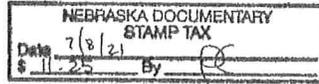
|Dated this 20<sup>th</sup> day of October 2025.

Penelope Cooper,

  
Red Willow County Clerk



Recorded July 8, 2021, 1:25pm  
Inst. No. 2021-01192  
Fees: \$ 10.00 Pages 1  
Penelope Cooper, Deputy  
Register of Deeds, Red Willow County, NE



KEEP TOP 3" FREE, SEE 1995 LB 288 THAT REVISED NEB. REV. STATS. 23-1503.01M

Upon recording, return to:  
MOUSEL, BROOKS, SCHNEIDER, MUSTION & SHIFFLET, P.C., L.L.O.  
101 WEST C ST.  
McCOOK, NE 69001

## CORPORATION JOINT TENANCY WARRANTY DEED

McCook Economic Development Corporation, a corporation under the laws of Nebraska, GRANTOR, in consideration of One Dollar and other good and valuable consideration received from GRANTEE, John K. Nothnagel and Elizabeth A. Nothnagel, conveys to GRANTEE, as joint tenants and not as tenants in common, the following described real estate, (as defined in Neb. Rev. Stat. 76-201):

Outlot A, Block Three (3), Clary Subdivision Replat No. 5 to the City of McCook, Red Willow County, Nebraska

GRANTOR covenants (jointly and severally, if more than one) with GRANTEES that GRANTOR

- a. is lawfully seised of such real estate and that it is free from encumbrances, except easements, reservations, covenants and restrictions of record;
- b. has legal power and lawful authority to convey the same; and
- c. warrants and will defend title to the real estate against the lawful claims of all persons.

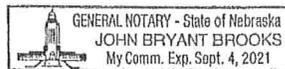
Executed: July 8, 2021.

McCook Economic Development  
Corporation, a corporation under the laws of  
Nebraska

Dennis Berry  
Dennis Berry, President, Grantor

State of Nebraska, County of Red Willow -- ss.

The foregoing Warranty Deed was acknowledged before me on July 8, 2021, by Dennis Berry, President of the McCook Economic Development Corporation, on behalf of the Corporation.



John Bryant Brooks  
Notary Public  
My commission expires 9-4-21



STATE OF NEBRASKA        )  
  ) ss.  
RED WILLOW COUNTY        )

I, Penelope Cooper, County Clerk in and for said county, do hereby certify that the foregoing is a true and complete copy of the original instrument number 2021-01192 recorded on July 8, 2021.

|Dated this 20<sup>th</sup> day of October 2025.

Penelope Cooper,

Penelope Cooper  
Red Willow County Clerk



## **North Pointe Vacation Utility**

October 21, 2025

Utility confirmation for the partial vacation of a The North Pointe Addition Block 2 lots 9-16 and Block 3 lot 3.

**Black Hills Energy** – Amanda Engell spoke with Dallas Minnick on 10/21, and he confirmed there are no utilities outside of already identified easements.

**MPPD** – Amanda Engell spoke with Dalton on 10/21 and confirmed that this is not within MPPD's jurisdiction so they have no utilities in this area.

**NPPD** – Amanda Engell emailed Jeff Peterson on 10/21. Confirmed with him on 10/28 that we are all clear via phone.

**Pinpoint** – Amanda Engell emailed and spoke with Krista Sayer on 10/21. She emailed back confirming no utilities outside of already identified easements.

**Great Plains** – Amanda Engell emailed and spoke with Barry on 10/21. Barry confirmed there are no utilities outside of already identified easements.

**CenturyLink** – W Design has had locates out there in the past and there wasn't anything located outside of the easements. Amanda has been unsuccessful in getting in contact with anyone at CenturyLink to speak with. When the MEDC did the first phase of infrastructure, CenturyLink did not put in any telecommunication utilities with other providers at that time.

**EXHIBIT #9**

**PAGE(S) - 2**

## Amanda Engell

---

**From:** Krista Sayer <krista.sayer@pnpt.com>  
**Sent:** Tuesday, October 21, 2025 11:21 AM  
**To:** Amanda Engell  
**Subject:** RE: MEDC - North Pointe Addition Easement Confirmation

Amanda,

We do not have any utilities located outside of the already identified easement.

*Krista Sayer*

Dispatcher  
krista.sayer@pnpt.com  
Office Phone : (308)697-1811 | Work Cell : (402)209-7664

**From:** Amanda Engell <amanda@mccookne.org>  
**Sent:** Tuesday, October 21, 2025 11:10 AM  
**To:** Krista Sayer <krista.sayer@pnpt.com>  
**Subject:** MEDC - North Pointe Addition Easement Confirmation

Good morning Krista,

I am going through the process with W Design and the city to vacate a portion of the existing North Pointe Addition plat north of the fairgrounds so I can replat to provide larger lots for the community. I have attached the original plat with highlights in red of the lots that we will be vacating. Could you please confirm for me that you do not have any utilities located outside of the already identified easements that would effect these lots? I do not believe you would since we just put in the infrastructure in the alley between S & T Street but I have to provide confirmation for the city and their vacation process.

Please let me know if you have any questions. 308-345-1200 ext 2 or 308-340-4379

Amanda Engell  
Director of Housing Development  
McCook Economic Development Corp.  
402 Norris Ave. | Suite 301  
P: (308) 345-1200 | C: (308) 340-4379



**NOTICE OF PUBLIC HEARING  
FINAL PLAT APPROVAL**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of McCook Planning Commission on December 8, 2025, at 5:15 P.M. and by the McCook City Council on December 15, 2025, at 5:30 P.M. The hearings will be held in the City Council Chambers, 505 West "C" Street, McCook, Nebraska, to consider the final plat on a tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in the City of McCook, Red Willow County, Nebraska, to be known as Second North Pointe Addition. A copy of the proposed final plat and legal description are available for public inspection at the office of the City Clerk. Any and all persons desiring to comment on the proposed final plat 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: November 28, 2025.

**EXHIBIT #10**

**PAGE(S) - 1**

**NOTICE OF PUBLIC HEARING  
FINAL PLAT APPROVAL**

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the preliminary plat on a tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in the City of McCook, Red Willow County, Nebraska, to be known as Second North Pointe Addition. A copy of the proposed final plat and legal description are available for public inspection at the office of the City Clerk.

A PUBLIC HEARING ON THE ABOVE-DESCRIBED FINAL PLAT APPROVAL WILL BE HELD ON THE DATE, TIME, AND AT THE PLACE LISTED BELOW:

DECEMBER 8, 2025 - 5:15 P.M.  
MCCOOK PLANNING COMMISSION  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

DECEMBER 15, 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 final plat may attend the 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

Mail: November 28, 2025.  
Post: November 28, 2025.

**EXHIBIT #11**

**PAGE(S) - 1**

Property Owners Notified:

RED WILLOW CO. SCHOOL DIST. #17  
700 WEST 7<sup>TH</sup>  
MCCOOK, NE 69001

RED WILLOW COUNTY  
C/O PENNY COOPER  
502 NORRIS AVE  
MCCOOK, NE 69001

W.A.G.S  
C/O CHRIS WAGNER  
PO BOX 749  
MCCOOK, NE 69001

GALEN PERRY  
1001 W R ST  
MCCOOK, NE 69001

CRAIG AND CHERYL CHRISTNER  
808 SPRUCE  
MCCOOK, NE 69001

NML, LLC  
PO BOX 217  
MCCOOK, NE 69001

RANDY AND BARBARA HOFFMANN  
JULIE RIPPEN  
801 WEST S STREET  
MCCOOK, NE 69001

KEITH RIEMER  
804 WEST S STREET  
MCCOOK, NE 69001

DAVE AND ANGELA MCCARTY  
1700 W 4  
MCCOOK, NE 69001

CHASE PIERSON  
2101 W 7<sup>TH</sup>  
MCCOOK, NE 69001

CTE CONSTRUCTION, LLC  
PO BOX 106  
MCCOOK, NE 69001

PRESIDENT  
MCCOOK PUBLIC SCHOOLS  
600 WEST 7<sup>TH</sup>  
MCCOOK, NE 69001

RED WILLOW CO. PLANNING COMM.  
502 NORRIS AVE  
MCCOOK, NE 69001

JOHN & LUCILLE MCANUEL  
805 SPRUCE ROAD  
MCCOOK, NE 69001

MEDC  
C/O CHARLIE MCPHERSON  
402 NORRIS AVE  
MCCOOK, NE 69001

VINCENT AND ERICA CHANCELLOR  
806 WEST S STREET  
MCCOOK, NE 69001

MICHELLE MINTLING  
PO BOX 5  
MCCOOK, NE 69001

JESSE AND STEPHANIE STEVENS  
1606 WEST 2<sup>ND</sup>  
MCCOOK, NE 69001

BENJAMIN AND LINDSAY WEBB  
802 SPRUCE  
MCCOOK, NE 69001

WALTER ESKILDSEN  
803 WEST S STREET  
MCCOOK, NE 69001

GARFIELD GEORGE GRIM  
801 SPRUCE  
MCCOOK, NE 69001

MCCOOK COMMUNITY BUILDERS, LLC  
STE 301  
402 NORRIS AVE  
MCCOOK, NE 69001

**EXHIBIT #12**

**PAGE(S) - 1**







A tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, which is the SECOND NORTH POINTE ADDITION, an Addition to the City of McCook, Nebraska, more particularly described as follows:

Tract 1

Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) on the West line of said NE1/4 a distance of 565.65 feet to a point on the North Right of Way Line of "R" Street, thence S85°38'36"E along said Right of Way a distance of 347.63 feet to a point on the East Right of Way line of West 9th Street, thence continuing on said East Right of Way N00°34'20"W a distance of 471.40 feet to a point, said point being the Point of Beginning. Thence N00°34'20"W a distance of 101.71 feet to a point on the South Right of Way line of "T" Street, thence continuing on said South Right of Way line S85°38'35"E a distance of 818.44 feet to a point on the West line of West 7th Street, thence continuing on said West Right of Way line of West 7th Street Southwesterly on a curve to the left, with a Chord Bearing of S00°40'01"W, a Chord Distance of 93.29 feet, an Arc Length of 93.29 feet and a Radius of 2065 feet to a point, thence continuing on said West Right of Way line of West 7th Street S00°34'20"E a distance of 8.28 feet to a point, thence N85°38'32"W a distance of 816.41 feet to the Point of Beginning.

Said tract containing 1.90 acres more or less subject to any easement, right-of-ways and reservations of record or shown on attached plat.

Tract 2

Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) on the West line of said NE1/4 a distance of 940.79 feet to a point, said point being the Point of Beginning. Thence continuing along said West line of the NE1/4 N00°06'58"W a distance of 493.31 feet to a point, thence S85°35'32"E a distance of 40.13 feet to a point, thence S79°55'42"E a distance of 143.75 feet to a point, thence S06°39'37"W a distance of 17.49 feet to a point, thence S53°56'15"E a distance of 298.93 feet to a point, thence S79°09'51"E a distance of 57.77 feet to a point, thence N05°22'16"E a distance of 194.95 feet to a point, thence S85°35'28"E a distance of 695.55 feet to a point on the West Right of Way line of West 7th Street, thence continuing on said West Right of Way line of West 7th Street Southwesterly on a curve to the left, with a Chord Bearing of S06°52'25"W, a Chord Distance of 233.87 feet, an Arc Length of 234.00 feet and a Radius of 2065 feet to a point on the North Right of Way line of "T" Street, thence continuing along said Right of Way line N85°38'36"W a distance of 882.23 feet to a point on the West Right of Way line of West 9th Street, thence continuing on said Right of Way of West 9th Street S00°34'20"E a distance of 257.95 feet to a point, thence N85°38'36"W a distance of 284.41 feet to the Point of Beginning.

Said tract containing 7.07 acres more or less subject to any easement, right-of-ways and reservations of record or shown on attached plat.

**EXHIBIT #14**

**PAGE(S) - 1**

CITY OF McCOOK

LAND USE ACTION REQUEST FORM

This request is for a:  
(Check all that apply)

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

Name of Project: North Pointe Addition - Second North Pointe Addition  
Description of Project: Parties want to vacate original plat of Block 2 lots 9 thru 16 and Block 3 lots 1 thru 4. to create a new plat with revised lot sizes to accomodate larger lots for residential development

Project sponsor or developer:

Name: MEDC ; WAGS Properties LLC, NML LLC  
Address: 402 Norris Ave Suite 301  
Phone number: 308-345-1200  
Fax number: N/A  
E-mail Address: amanda@mccookne.org

Land owner or owners:

Name: MEDC ; WAGS Properties LLC , NML LLC  
Address: 402 Norris Ave Ste 301 ; 1411 E 5<sup>th</sup> St ; Po Box 217  
Phone number: 308-345-1200 ; 308-340-0915 ; 308-340-2703  
Fax number: \_\_\_\_\_  
E-Mail Address: amanda@mccookne.org ; chriswagner@drivewagner.com ; nicksdistribution@yahoo.com

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)

Amanda Engell  
Printed Name:

\_\_\_\_\_  
Printed Name:

Amanda Engell  
Signature: \*on behalf of MERC

\_\_\_\_\_  
Signature:

10-21-25  
Date:

Address and physical location of the Proposed Land Use Action: North Pointe Addition  
Block 2 Lots 9 thru 16 & Block 3 lots 1 thru 4  
Property Description (Of the parent parcel for subdivisions): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 Subdivisions:

Sent by / Sketch Plan:  
W Design

- (1) General lot layout on a topographic background of the proposed subdivision including approximate location of streets, alleys, lots and other significant features.
- (2) Surrounding streets, alleys, and land use features.
- (3) General location of existing sewer and waterlines (developments not intending to use city sewer and water are to include a written explanation of the proposal to satisfy these utility needs.)
- (4) General location of utility easements and types of utilities to be included.
- (5) General location of any open space and an explanation of the type of facilities that will be provided.

\_\_\_\_\_ Attachments: in addition to the above noted sketch plat, the subdivider shall attach the following:

- (1) A letter requesting only zoning change or special exception required for the development to proceed.
- (2) Written description of the type of housing, commercial, industrial, or public uses to be included in the subdivision.
- (3) An explanation of what the general character of the area will be when it is developed and how it will relate to the adjacent surrounding areas.
- (4) An explanation of how the proposed development relates to the Comprehensive Plan (Particularly in regard to land use, thoroughfare, and public facilities)
- (5) Is it the intent to use Deed Restrictions or any other method of controlling the character and/or the quality of the area?

Covenants Recorded on April 3, 24

If so, briefly explain what they might consist of.  
See attached

\_\_\_\_\_  
(Attach explanation)

\_\_\_\_\_ Attach proposed Subdivision Agreement. (See Part D of the Subdivision Regulations)

\_\_\_\_\_ Preliminary Plat Submission:

- ~~/~~ (a) Plat Submission Requirements: The subdivider shall submit to the Zoning Administrator:  
\_\_\_\_\_ five (5) copies of the preliminary plat and any supplemental materials specified by the Planning Commission of conditional approval. (The plat submission requirements are stipulated under C-3 Procedure for conditional approval of Preliminary Plat of the City of McCook Subdivision Regulations)
- \_\_\_\_\_ (b) Fees: A plat review fee shall accompany the preliminary plat in the amount specified in the City Fee Ordinance. (See Attached list of fees for building, zoning, and subdivision actions)
- Sent by W Design* ~~/~~ (c) Scale and Preliminary Plat contents. Preliminary plats shall be a scale of one (1) inch to one hundred (100) feet or 1" = 200' if seventy-five percent (75%) of the lots are one (1) acre or larger, and shall be prepared with the following information:
- ~~/~~ (1) The proposed name of the subdivision (the name shall not duplicate or too closely resemble the name or names of any existing subdivision).
- ~~/~~ (2) The location of the boundary lines of the subdivision and reference to the section or quarter section lines.
- ~~/~~ (3) The names and addresses of the owner, developer, and the engineer who prepared the plat.
- ~~/~~ (4) Scale of the plat, one inch = one hundred feet or larger.
- ~~/~~ (5) Date of preparation and north point.
- \_\_\_\_\_ (6) Present zoning.
- ~~/~~ (7) Existing conditions:
- ~~/~~ aa. Location, width and name of platted streets or other public ways, railroads and utility rights-of-way, parks and other public open spaces and permanent buildings within or adjacent to the proposed subdivision shall be shown on the Preliminary Plat.
- ~~/~~ bb. All existing sewers, water mains, gas mains, culverts, or other underground installations, within the proposed subdivision, or adjacent thereto, with pipe size and manholes, grades and location shall be shown. Control elevation of surface drainage entering and existing from the property.
- \_\_\_\_\_ cc. Names of adjacent subdivisions together with arrangement of streets and lots, and owners of adjacent parcels of unsubdivided land shall be shown.

- \_\_\_\_\_ dd. Topography (unless specifically waived) with contour intervals of not more than five (5) feet, referred to City or U.S.G.S. datum shall be shown; also location of water courses, bridges, wooded areas, lakes, ravines, and such other features as may be pertinent to the subdivision shall be shown.
- / (8) The general arrangement of lots and their approximate size.
- / (9) Location and width of proposed streets, alleys, pedestrian ways, and easements. Control elevation shall be shown for all street intersections.
- / (10) The general plan of sewage disposal, water supply and utilities in areas where public sewers and/or water are proposed to serve the subdivision. In other cases a notation shall be made on the plat indicating type of sewage disposal, and water system proposed.
- N/A (11) Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation for public use.
- / (12) General layout of adjacent unsubdivided property to show how streets and other public facilities, in the proposed subdivision, relate to the unsubdivided property.
- \_\_\_\_\_ (13) The subdivider shall indicate by letter when improvements as required will be installed or requested.
- / (14) Any proposed restrictive covenants for the land involved shall accompany the plat.
- N/A (15) a letter requesting annexation of the subdivision if it is in the planning jurisdiction to be served with city utilities.

Recorded April 03, 2024 02:45 PM  
Inst. No. 2024-00441  
Fees: \$ 34.00 Pages 5

*Jarvis Dimes* Deputy  
Register of Deeds, Red Willow County, NE

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Return To: Goodwin Siegfried, LLC, 116 West C Street, P.O. Box 607, McCook, Nebraska 69001

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS OF NORTH POINTE SUBDIVISION**

This declaration is made as of the 2 day of April, 2024, by McCook Economic Development Corporation, a Nebraska nonprofit corporation, hereinafter referred to as the "Declarant".

Declarant is the Owner of certain real property located in Red Willow County, Nebraska, and described as follows:

Lots 1 through 9 of Block 1; Lots 1 through 16 of Block 2; and Outlot 2 of Block 3; all in North Pointe Addition to the City of McCook, Red Willow County, Nebraska,

Collectively referred to herein as the "Lots" and "North Pointe Subdivision" or the "Subdivision", plus any additional property annexed to this Declaration at a future date by the recording of an Annexation document reflecting the additional property to be included and subject to this Declaration.

Declarant desires to provide for the preservation of the values of the property located in the North Pointe Subdivision, for the maintenance and character and residential integrity of the Subdivision.

NOW THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lots and the enjoyment of the residents of the Lots. These restrictions, covenants and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. These restrictions, covenants and easements may be modified in writing only by the consent of three-fourths (75%) of the Owners of the Lots. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms:

**Covenants, Conditions and Restrictions**

1. The purpose of the Lots sold in the North Pointe Addition is for the construction of single-family dwellings. Minimum enclosed and finished living space of each dwelling, exclusive of open porches, open breezeways and garages and basements, shall be no less than 1200 square feet.
2. Each dwelling must provide attached enclosed garage space for not less than two or more than four cars.

3. No apartment buildings, duplexes, or barndominiums are allowed.
4. Any roof shall be 30-year or greater asphalt shingle. No metal roofs are allowed, unless otherwise approved by the Association as later described herein.
5. No steel or aluminum siding shall be allowed on any structure.
6. No structure which is capable of being moved in a constructed state shall be permitted including modular, mobile, or pre-cut houses. All construction must be of new materials.
7. All Lots shall be kept free of trash and debris. All weeds and vegetation on sold lots shall be kept mowed to a height not greater than 12 inches above ground level.
8. Any exterior lighting installed on any new building or lot shall be either indirect or of such controlled focus and intensity not as to be of disturbance to residents of adjacent property.
9. No livestock, except domestic house pets, shall be kept on the premises. All pets shall be kept on the premises, except while under supervision or on a leash. No more than two dogs per family may be kept on above property.
10. No commercial ventures with the exception of in home daycare may be conducted and continued on any property subject to this Declaration.
11. No building or other structure, or any part thereof, shall be erected or placed on the property nearer than the setbacks specified by the ordinances promulgated by the City of McCook.
12. No landscaping shall be placed within or on the utility easement line. This includes, but is not limited to, planting trees, shrubs, flowers, or other vegetation that may interfere with access to utility lines, infrastructure, or other essential services located within the easement.
13. No structure of a temporary character, including but not limited to a trailer, tent, shack, camping unit, or other outbuilding shall be brought on, to, kept, or maintained on the premises at any time; except that building used as construction shacks for contractors shall be permitted during the period of construction. No structure shall be occupied as a residence until all exterior construction is fully completed according to plans.
14. Only one (1) outbuilding is allowed per standard-sized lot (standard-sized lots are those measuring 100 feet x 100 feet), the size of which shall not exceed 1500 square feet. Outbuildings on oversized lots (those lots larger than 100 feet x 100 feet) may be larger than 1500 square feet, but any plans to build a larger outbuilding must be pre-approved by the Association. Any outbuilding shall be of the same design and detail of decoration as the house. No metal buildings or pole structures allowed.
15. Fences shall be in back yards only, and may be colored chain link, plastic, metal, or wood. Fences shall not exceed 6 feet high or extend onto easements.
16. No unlicensed, abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in the Subdivision in such a manner as to be visible from any portion of the subdivision.
17. Each Owner shall maintain the grading upon such Owner's Lot, and the Association (as later defined herein) shall maintain the grading upon the common areas. Each Owner and the Association agree that they will not in any way interfere with the established drainage pattern over any real property which they have a duty to maintain, from adjoining or other real property.

North Pointe Subdivision  
Homeowners' Association

The North Pointe Subdivision Homeowners' Association ("Association") has been or will be formed as a Nebraska nonprofit corporation under the Nebraska Nonprofit Corporation Act on behalf of Owners and future Owners of Lots in the North Pointe Subdivision. The Association shall have a Board of Directors to manage the affairs of the Association, as provided in the Association's Bylaws and Articles of Incorporation.

The Board of Directors shall be appointed by a majority of the Owners of the Lots. Said Board shall be authorized to adopt rules of the Association as necessary to carry out the intent of this Agreement.

The term "Owner" as used herein shall mean either the Declarant or any other person who owns a Lot. Each Owner and future Owner of a Lot shall be a member of the Association and entitled to cast one vote per lot owned at all meetings of the members.

Owner covenants and agrees to pay the Association annual assessments or charges, fines, fees and other charges, whether or not it shall be or has been so expressed in the deed to such Lot. All Owners of each Lot shall be jointly and severally liable to the Association for the payment of all assessments, fees, charges and other amounts attributable to their Lot during their ownership of such Lot.

Said assessments, charges, fines, fees and other charges shall be used exclusively for the expenses, charges and costs of the operation of the HOA and the common area maintenance, repair and replacement, and for all of those purposes and activities which may be required of the Association or which the Association may be empowered to pursue pursuant to this Declaration or by the law, including without limitation, maintenance, operation, repair and replacement of drainage facilities, publicly dedicated property or easements. The annual assessments may include a reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired, or replaced on a periodic basis (including without limitation any drainage facilities owned or maintained by the Association), and for the payment of insurance deductibles.

Annual assessments shall be fixed at a uniform rate for all Lots sufficient to meet the expected needs of the Association, as described above. The annual assessments shall commence as to all Lots that have been included in this Declaration and made subject to this Declaration on the date that Declarant conveys the first Lot to a purchaser. The annual assessment shall be based on a budget adopted by the Association no less frequently than annually. Annual assessments shall be due and payable in monthly installments, or as otherwise determined by the Board of Directors. Any Owner purchasing a Lot between installment due dates shall pay a pro rata share of the installment payment.

Common Areas shall be defined as Outlot 2 on Block 3 and any other common area later designated by the Board of Directors of the Association.

The Association shall have the right to enforce all terms of this Declaration and the Association's Articles of Incorporation, Bylaws and rules and regulations, which may include levying and collecting fines for violations, as well as bringing an action against the Owner personally obligated to pay assessments or responsible for complying with the covenants, conditions and restrictions outlined herein, or any person violating or attempting to violate the provisions hereof.

Any assessment not paid within ten (10) days after the due date thereof may bear interest from the due date at the rate of 16% per annum, or at such other lawful rate as may be set from time to time by the Board of Directors. The Board may also set a late fee amount in an amount which they determine from time to time to be sufficient to cover the extra costs and expenses involved in handling delinquent payments. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the Lien against the Owners' Lot. If a judgment is obtained, such judgment or decree shall include reasonable attorney's fees to be fixed by the court, together with the costs of the action, and may include interest and late charges.

All other laws of the State of Nebraska shall apply with regard to the governance of the Association, the placement and enforcement of liens on property for unpaid assessments of the Association, and remedies available to the Association to enforce and carry out this agreement. In the event of a dispute relating to this Declaration, the Lots, or the enforcement of the obligations created herein, any action must be brought in the District Court of Red Willow County, Nebraska.

#### Easements

1. Drainage and Utilities. Easements and right-of-way for the installation and maintenance of utilities, drainage facilities, public or private improvements and access thereto are reserved as shown on the recorded plats affecting the Lots and any amendments to such plats or as established by any other instrument of record. Declarant creates and reserves to itself until it no longer owns a majority of the Lots, and thereafter to the Association, a blanket non-exclusive easement upon, over and across the Common Area and all Lots for the construction, operation, maintenance, repair and replacement of utilities, drainage and facilities therefor and other appurtenances thereto.

2. Ingress and Egress. Every Owner and their invitees, as well as the Association, shall have a non-exclusive right and perpetual easement for the purpose of pedestrian and vehicular access to their Lots and any Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot. This easement shall provide ingress and egress, on, over and across the roads, driveways, streets, sidewalks, access ways, and Common Areas, now or hereafter constructed, erected, installed or located in or on the Subdivision. By virtue of this Easement, the Declarant generally intends to provide for pedestrian and vehicular access and for utilities services to the property subject to this Declaration as well as those portion(s) of the annexable land which have not been included in the Subdivision.

- a. Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:
  - i. The terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations, and obligations contained in this Declaration; and
  - ii. The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure; and
  - iii. The right of the Association to promulgate, amend, repeal, re-enact and publish rules and regulations with which each Owner shall strictly comply, including, but not limited to, the right of the Association to regulate and/or restrict vehicular parking and improvements; and
  - iv. The right of the Association, through its Board of Directors, to enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of-way, for the use of real property or improvements by Owners, other persons, their family members, guests and invitees, for any purpose(s) the Board of Directors may deem to be useful, beneficial or otherwise appropriate; and
  - v. The right of the Association to close or limit the use of the Common Areas while maintaining, repairing and making replacements thereto or for the health, safety and well-being of the Owners and the public.

April IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 2nd day of \_\_\_\_\_, 2024.

DECLARANT:

McCOOK ECONOMIC DEVELOPMENT CORPORATION, a Nebraska nonprofit corporation

By: [Signature]  
Title: President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF RED WILLOW        )

The foregoing instrument was acknowledged before me by Troy Bruntz,  
as President for the McCook Economic Development Corporation, a  
Nebraska nonprofit corporation, on this 2nd day of April, 2024.



[Signature]  
Notary Public

McCook Planning Commission  
December 8, 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 Kelly Hammerlun, Bruce McDowell, Jesse Stevens, Kurt Vosburg.

Absent: Commissioners Camy Bradley, Matt Davidson, Jamie Mockry, 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 December 5, 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.

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 November 10, 2025 regular Planning Commission meeting.

Motion to approve the minutes of the November 10, 2025 regular Planning Commission meeting. This motion, made by Chad Lyons and seconded by Tammie Hilker, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding a request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC, seeking approval for a vacation and final plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC, seeking approval of a vacation and final plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska

(located north of West S Street and west of West 7th Street), with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Jesse Stevens, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 8, 2025 Planning Commission meeting (1 page); Exhibit #2 - Notice of Public Hearing published (1 page); Exhibit #3 - Notice of Public Hearing mailed and posted (1 page); Exhibit #4 - listing of property owners notified of public hearing (1 page); Exhibit #5 - Vacation Application (1 page); Exhibit #6 - letters from property owners approving the vacation (2 pages); Exhibit #7 - Legal Description of the proposed vacation (2 pages); Exhibit #8 - Joint Tenancy Warranty Deeds (16 pages); Exhibit #9 - Utility Confirmations (2 pages); Exhibit #10 - Notice of Public Hearing published (1 page); Exhibit #11 - Notice of Public Hearing mailed and posted (1 page); Exhibit #12 - listing of property owners notified of public hearing (1 page); Exhibit #13 - Second North Pointe Final Plat and proposed and existing utilities (3 pages); Exhibit #14 - legal description of the proposed subdivision (1 page); and Exhibit #15 - Land Use Action Request Form and attachments (10 pages).

City Manager Schneider reviewed the information presented in Exhibit 1.

Amanda Engell, MEDC Housing Director, and Greg Wolford, W Design Associates, were present to address the request and answer questions from the Council.

With no one else 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 Kurt Vosburg, passed.  
Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2.B. Recommend to the McCook City Council approval of a vacation of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recommend to the McCook City Council approval of a vacation of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street). This motion, made by Chad Lyons and seconded by Kurt Vosburg, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

- 2.C. Recommend to the McCook City Council approval of a final plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recommend to the McCook City Council approval of a final plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street). This motion, made by Chad Lyons and seconded by Kelly Hammerlun, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

- 2.D. Public Hearing - Regarding a Blight and Substandard Study for Redevelopment Area #7, comprised of a tract of land being part of Lot 2, all Lot 3, Dillman's First Addition, part of 16th Street East, part of Airport Road, part of the Northwest Quarter of Section 28, Township 3 North, Range 29 West of the 6th P.M., Block 7, Block 8, Block 21, part of 14th Street East, Lots 7-12, Block 22, Brown's Park Addition, Part of Vacated 13th Street East, part of 12th Street East, part of 11th Street East and Lot 6, Block 8, Tenth Addition, all located in McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding a Blight and Substandard Study for Redevelopment Area #7, comprised of a tract of land being part of Lot 2, all Lot 3, Dillman's First Addition, part of 16th Street East, part of Airport Road, part of the Northwest Quarter of Section 28, Township 3 North, Range 29 West of the 6th P.M., Block 7, Block 8, Block 21, part of 14th Street East, Lots 7-12, Block 22, Brown's Park Addition, Part of Vacated 13th Street East, part of 12th Street East, part of 11th Street East and Lot 6, Block 8, Tenth Addition, all located in 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.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 8, 2025 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 pages); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages); Exhibit #5 - Blight & Substandard Study for Redevelopment Area #7 (22 pages); and Exhibit #6 - proposed Resolution No. PC 2025-03 (2 pages).

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

Craig Bennett and Jason Combs, Miller and Associates, presented and reviewed with the Commission the Blight and Substandard Study for Redevelopment Area #7.

With no one else 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 Kurt Vosburg, passed. Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2.E. Approve Resolution No. PC 2025-03 accepting the Blight and Substandard Study for Redevelopment Area #7 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #7.

Motion to approve Resolution No. PC 2025-03 accepting the Blight and Substandard Study for Redevelopment Area #7 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #7. This motion, made by Chad Lyons and seconded by Jesse Stevens, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2.F. Public Hearing - Regarding a Blight and Substandard Study for Redevelopment Area #8, comprised of a tract of land being part of the Northeast Quarter and the Southeast Quarter of Section 24, Township 3 North, Range 30 West of the 6th P.M., Lot 1 and Lot 2, Block 1, Lashley-Tucker Subdivision, and Lot 2 and Lot 3, A.M. Bishop Addition, all in Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding a Blight and Substandard Study for Redevelopment Area #8, comprised of a tract of land being part of the Northeast Quarter and the Southeast Quarter of Section 24, Township 3 North, Range 30 West of the 6th P.M., Lot 1 and Lot 2, Block 1, Lashley-Tucker Subdivision, and Lot 2 and Lot 3, A.M. Bishop Addition, all in Red Willow County, Nebraska. with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Tammie Hilker, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 8, 2025 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 pages); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages);

Exhibit #5 - Blight & Substandard Study for Redevelopment Area #8 (19 pages); and Exhibit #6 - proposed Resolution No. PC 2025-04 (2 pages).

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

Craig Bennett and Jason Combs, Miller and Associates, presented and reviewed with the Commission the Blight and Substandard Study for Redevelopment Area #8.

With no one else 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 Kelly Hammerlun, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2.G. Approve Resolution No. PC 2025-04 accepting the Blight and Substandard Study for Redevelopment Area #8 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #8.

Motion to approve Resolution No. PC 2025-04 accepting the Blight and Substandard Study for Redevelopment Area #8 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #8. This motion, made by Chad Lyons and seconded by Kurt Vosburg, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2.H. Review and discuss the proposed Public Use District (P), Floodway Overlay District (FW), and Planned Development District (PD) proposed in the City of McCook's new zoning regulations.

Staff reviewed and discussion was had regarding the Public Use District (P), Floodway Overlay District (FW), and Planned Development District (PD) proposed in the City of McCook's new zoning regulations.

At the January 12 meeting, the commission will review the Supplementary Regulations article through Parking, Storage or Use of Major Recreation Equipment and Enclosed Trailers.

2.I. Update and discussion regarding the City of McCook's progress on a new Comprehensive Plan.

Staff reviewed and discussion was had regarding the City of McCook's progress on the new Comprehensive Plan.

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 6:49 P.M.

---

Lea Ann Doak, City Clerk-Treasurer  
and Recording Secretary

**ORDINANCE NO. 2025-3112**

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA, TO VACATE BLOCK 2, LOTS 9 -16, BLOCK 3, LOTS 1 - 4, NORTH POINTE ADDITION, ALL IN THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR CERTIFICATION OF THIS ORDINANCE TO THE REGISTER OF DEEDS AND FOR REPLATTING OF THE VACATED LANDS; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM BY AUTHORITY OF THE CITY COUNCIL AND EFFECTIVE DATE OF THIS ORDINANCE.

**WHEREAS**, the McCook City Planning Commission has received and recommended the McCook City Council approve a petition to vacate Block 2, Lots 9 - 16, Block 3, Lots 1 -4, North Pointe Addition, all in the City of McCook, Red Willow County, Nebraska; and

**WHEREAS**, said petition was duly signed by the owners of the land affected with the express intent of replatting and dedicating the land as 2<sup>nd</sup> North Pointe Addition, an addition to the City of McCook, Red Willow County, Nebraska; and

**WHEREAS**, said petition to vacate has been presented to the Mayor and Council of the City of McCook, Nebraska who deemed said vacation to be advantageous to and in the interest of the City.

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

**Section 1.** Vacation of Block 2, Lots 9 -16, North Pointe Addition. A tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, which is part of the NORTH POINTE ADDITION, an Addition to the City of McCook, Nebraska, more particularly described as follows:

Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the 1/4 section line a distance of 565.65 feet to a point on the North Right of Way Line of "R" Street, thence S85°38'36"E along said Right of Way a distance of 347.63 feet to a point, thence N00°34'20"W a distance of 471.40 feet to a point, said point being the Point of Beginning. Thence N00°34'20"W a distance of 107.72 feet to a point, thence S85°38'35"E a distance of 818.44 feet to a point, thence Southwesterly along a curve to the left, with a Chord Bearing of S00°40'01"W, a Chord Distance of 93.29 feet, an Arc Length of 93.29 feet and a Radius of 2065 feet to a point, thence S00°34'20"E a distance of 8.28 feet to a point, thence N85°38'32"W a distance of 816.41 feet to the Point of Beginning. Said tract containing 1.90 acres more or less subject to any easement, right-of-ways and reservations of record, be and is hereby vacated in accordance with the powers granted to the City of McCook by Neb. Rev. Stat. § 19-917, as amended.

**Section 2.** Vacation of Block 3, Lots 1 - 4, North Pointe Addition. A tract of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. in Red Willow County, Nebraska, which is part of the NORTH POINTE ADDITION, an Addition to the City of McCook, Nebraska, more particularly described as follows:

Referring to the SW corner of the said NE 1/4 of said Section 19, thence N00°06'58"W (assumed and all bearing relative to) along the NE 1/4 a distance

of 940.79 feet to a point, said point being the Point of Beginning. Thence N00°06'58"W a distance of 493.31 feet to a point, thence S85°35'32"E a distance of 40.13 feet to a point, thence S79°55'42"E a distance of 143.75 feet to a point, thence S06°39'37"W a distance of 17.49 feet to a point, thence S53°56'15"E a distance of 298.93 feet to a point, thence S79°09'51"E a distance of 57.77 feet to a point, thence N05°22'16"E a distance of 194.95 feet to a point, thence S85°35'28"E a distance of 695.55 feet to a point, thence Southwesterly along a curve to the left, with a Chord Bearing of S06°52'25"W, a Chord Distance of 233.87 feet, an Arc Length of 234.00 feet and a Radius of 2065 feet to a point, thence N85°38'36"W a distance of 882.23 feet to a point, thence S00°34'20"E a distance of 257.95 feet to a point, thence N85°38'36"W a distance of 284.41 feet to the Point of Beginning. Said tract containing 7.07 acres more or less subject to any easement, right-of-ways and reservations of record, be and is hereby vacated in accordance with the powers granted to the City of McCook by Neb. Rev. Stat. § 19-917, as amended.

**Section 3.** That the afore-described property vacated in Section 1 and Section 2, all in the City of McCook, Red Willow County, Nebraska shall no longer be or constitute any part of the City of McCook, and the public highways, streets, alleys, and public grounds located therein, if any, shall revert to the owners of lots or lands abutting the same in proportion to the respective ownerships of such lots or grounds.

**Section 4.** The public is also hereby notified that Ordinance No. 2025-3112 is subject to limited referendum for a period of thirty (30) days after the first publication of this Ordinance and that, after the expiration of the said thirty (30) days, Ordinance No. 2025-3112 and any measures related to it, will not be subject to any further right of referendum.

**Section 5.** To repeal all ordinances and resolutions or parts of ordinances and resolutions in conflict herewith.

**Section 6.** That this Ordinance shall be, at the cost of the owners, certified at the Office of the Register of Deeds and there recorded by said owners, and that the owners shall cause the lands in the vacated portions of the subject plats vacated to be replatted and numbered by the County Surveyor.

**Section 7.** This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law and shall be published in pamphlet form by authority of the City Council.

**PASSED AND APPROVED THIS 15<sup>TH</sup> DAY OF DECEMBER, 2025.**

\_\_\_\_\_  
Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

\_\_\_\_\_  
Lea Ann Doak, City Clerk-Treasurer

RESOLUTION NO. 2025-39

WHEREAS, the McCook Economic Development Corporation; W.A.G.S Properties, L.L.C; and NML, L.L.C. applied for approval of a subdivision of a part of the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6<sup>th</sup> P.M., Red Willow County, Nebraska located within the corporate limits of the City of McCook to be known as Second North Pointe Addition to the City of McCook, Red Willow County, Nebraska.

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

SECTION 1. That the plat of Second North Pointe Addition to the City of McCook, Red Willow County, Nebraska, duly made out, acknowledged and certified, and the same hereby is approved in accordance with the provisions and requirements of Section 19-916 of the Nebraska Revised Statutes and accepted and ordered filed and recorded in the Office of the Register of Deeds of Red Willow County, Nebraska.

SECTION 2. That the Mayor and City Clerk be and are hereby authorized and directed to execute the final plat on behalf of the City of McCook, Nebraska.

PASSED AND APPROVED this 15<sup>th</sup> day of December, 2025.

\_\_\_\_\_  
Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

\_\_\_\_\_  
Lea Ann Doak, City Clerk-Treasurer

**EXHIBIT #18**

**PAGE(S) - 1**

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 MCCOOK CITY COUNCIL MEETING**

**3.D.**

ITEM NO. \_\_\_ Public Hearing - Regarding a Blight and Substandard Study for Redevelopment Area #7, comprised of land described as a tract being part of Lot 2, all Lot 3, Dillman's First Addition, part of 16th Street East, part of Airport Road, part of the Northwest Quarter of Section 28, Township 3 North, Range 29 West of the 6<sup>th</sup> P.M., Block 7, Block 8, Block 21, part of 14<sup>th</sup> Street East, Lots 7-12, Block 22, Brown's Park Addition, Part of Vacated 13<sup>th</sup> Street East, part of 12<sup>th</sup> Street East, part of 11<sup>th</sup> Street East and Lot 6, Block 8, Tenth Addition, all located in McCook, Red Willow County Nebraska.

**3.E.**

ITEM NO. \_\_\_ Approve Resolution No. 2025- 40 approving the Blight and Substandard Study for Redevelopment Area #7.

---

**BACKGROUND:**

At the direction of the McCook City Council, Miller & Associates Consulting Engineers, P.C., conducted a Blight and Substandard Study to determine whether a proposed area located in the area stated above, qualifies for substandard characterization per the Nebraska Community Development Act. A blighted study lets a city guide development and redevelopment inside the study area. Per the Act, blighted is a legal term meaning that the land included in the area displays dilapidated, unsafe, and/or unsightly conditions. It does not mean that the area is uncared-for. The presence of deteriorated structures, defective or inadequate street layout, faulty lot layout, unsafe conditions, improper subdivisions, and the existence of conditions which endanger life or property can lead to the determination that a property is blighted. Substandard is defined as an area that contains properties that have deteriorated; are aged or obsolescent; experience inadequate light, air, sanitation, or ventilation; and/or display conditions which endanger life or property by fire and other causes.

If an area is determined to be blighted and substandard, developers have the ability to access Tax Increment Financing in order to improve the properties within the redevelopment area, which in turn will improve the blighted and substandard conditions currently affecting the properties. The Community Development Law was developed to assist communities with economic growth and promote redevelopment activities in areas where development has stagnated due to unfavorable conditions. To use the Community Development Law, an area must first be declared blighted and substandard. To date, the City of McCook has declared 6 areas blighted and substandard, with amendments made to some of the designated areas. The present study would create a seventh redevelopment area.

Attached to this report is the Blight and Substandard Study conducted by Miller & Associates for the area in question. Based on Miller & Associates comprehensive study, it has been concluded that the study area is blighted and substandard for purposes of the Nebraska Community Development Law.

At the December 8<sup>th</sup> McCook Planning Commission meeting, the Planning Commission unanimously voted to approve the blight study per resolution and recommend approval of the same to the McCook City Council.

**EXHIBIT #1**

**PAGE(S) - 2**

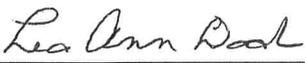
Please review the Blight and Substandard Study. Miller & Associates and McCook staff members will be available to answer any questions regarding the determinations contained within the study.

**APPROVALS:**

  
\_\_\_\_\_

December 10, 2025

Nathan A. Schneider, City Manager

  
\_\_\_\_\_

December 10, 2025

Lea Ann Doak, City Clerk

PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
CITY COUNCIL  
CITY OF MCCOOK, NEBRASKA

NOTICE IS HEREBY GIVEN that a public hearing of the City Council of McCook, Nebraska, will be held at 5:30 P.M. on December 15, 2025 in the City Council Chambers, 505 West "C" Street, McCook, Nebraska. Said meeting is open to the public.

Purpose of the meeting is a public hearing to consider Blight Study/Redevelopment Areas #7 & #8 as defined by *Nebraska Community Development Law §18-2102*.

/s/ Lea Ann Doak, City Clerk-Treasurer

Publish: November 28 and December 5, 2025.

**EXHIBIT #2**

**PAGE(S) - 1**

COPY OF NOTICE MAILED TO:

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

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

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

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

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

**EXHIBIT #3**

**PAGE(S) - 1**



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

November 28, 2025

CERTIFIED MAIL

McCook Community College  
President  
1205 East 3<sup>rd</sup> Street  
McCook, NE 69001

Enclosed, please find a copy of a published notice of public hearing on blight determinations under the Nebraska Community Development Law. The hearings will be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street in McCook, Nebraska, on December 8, 2025 at 5:15 P.M. for the McCook Planning Commission and on December 15, 2025 at 5:30 P.M. for the McCook City Council.

The purpose of the public hearing is to obtain public comment prior to consideration of the declaration of an area of the City as blighted and substandard and in need of redevelopment pursuant to the Nebraska Community Development Law. A copy of the blight and substandard study for Area #7 and Area #8 are available for public review at the office of the City Clerk.

This notice is provided to your organization pursuant to law.

Respectfully,

Lea Ann Doak  
City Clerk-Treasurer

Enclosures

**EXHIBIT #4**

**PAGE(S) - 5**



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

November 28, 2025

CERTIFIED MAIL

Chair of the Board  
Education Service Unit No. 15  
344 Main  
PO Box 398  
Trenton NE 69044

Enclosed, please find a copy of a published notice of public hearing on a blight determination under the Nebraska Community Development Law. The hearings will be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street in McCook, Nebraska, on December 9, 2019 at 5:15 P.M. for the McCook Planning Commission and on December 16, 2019 at 5:30 P.M. for the McCook City Council.

The purpose of the hearing is to receive comments on a proposal to declare portions of the City of McCook blighted and substandard for purposes of the Community Development Law. A map of the area affected is enclosed with this letter.

This notice is provided to your organization pursuant to law.

Respectfully,

Lea Ann Doak  
City Clerk-Treasurer

Enclosures



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

November 28, 2025

CERTIFIED MAIL

Chair of the Board  
Middle Republican NRD  
208 Center Avenue  
PO Box 81  
Curtis NE 69025

Enclosed, please find a copy of a published notice of public hearing on a blight determination under the Nebraska Community Development Law. The hearings will be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street in McCook, Nebraska, on December 9, 2019 at 5:15 P.M. for the McCook Planning Commission and on December 16, 2019 at 5:30 P.M. for the McCook City Council.

The purpose of the hearing is to receive comments on a proposal to declare portions of the City of McCook blighted and substandard for purposes of the Community Development Law. A map of the area affected is enclosed with this letter.

This notice is provided to your organization pursuant to law.

Respectfully,

Lea Ann Doak  
City Clerk-Treasurer

Enclosures



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461

November 28, 2025

CERTIFIED MAIL

Chairman  
Red Willow County Commissioners  
502 Norris Avenue  
McCook NE 69001

Enclosed, please find a copy of a published notice of public hearing on a blight determination under the Nebraska Community Development Law. The hearings will be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street in McCook, Nebraska, on December 9, 2019 at 5:15 P.M. for the McCook Planning Commission and on December 16, 2019 at 5:30 P.M. for the McCook City Council.

The purpose of the hearing is to receive comments on a proposal to declare portions of the City of McCook blighted and substandard for purposes of the Community Development Law. A map of the area affected is enclosed with this letter.

This notice is provided to your organization pursuant to law.

Respectfully,

Lea Ann Doak  
City Clerk-Treasurer

Enclosures



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461

November 28, 2025

CERTIFIED MAIL

Board President  
McCook School District  
700 West 7<sup>th</sup> Street  
McCook, NE 69001

Enclosed, please find a copy of a published notice of public hearing on blight determinations under the Nebraska Community Development Law. The hearings will be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street in McCook, Nebraska, on December 8, 2025 at 5:15 P.M. for the McCook Planning Commission and on December 15, 2025 at 5:30 P.M. for the McCook City Council.

The purpose of the public hearing is to obtain public comment prior to consideration of the declaration of an area of the City as blighted and substandard and in need of redevelopment pursuant to the Nebraska Community Development Law. A copy of the blight and substandard study for Area #7 and Area #8 are available for public review at the office of the City Clerk.

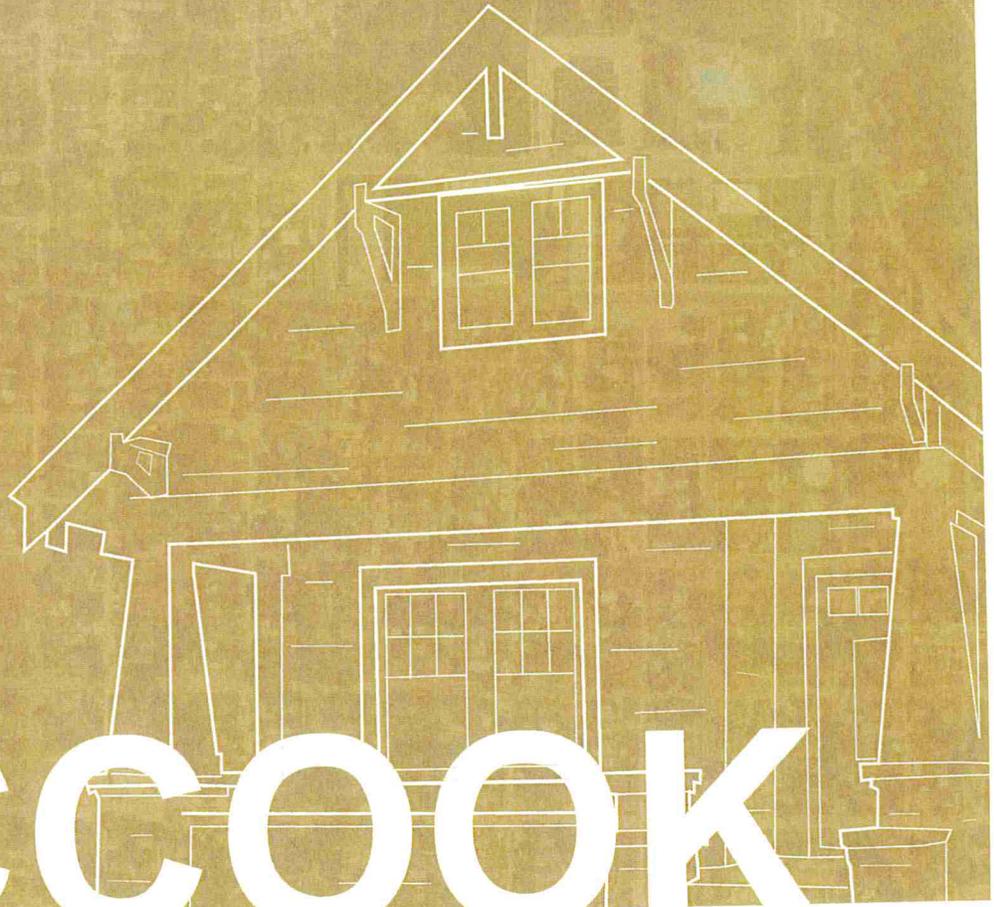
This notice is provided to your organization pursuant to law.

Respectfully,

Lea Ann Doak  
City Clerk-Treasurer

Enclosures

Project No. 200-G1-030



CITY OF

**MCCOOK**

**NEBRASKA**

**SUBSTANDARD & BLIGHT DETERMINATION**

*STUDY AREA #7*

October 2025

*Prepared by:*

**MA** **Miller & Associates**  
CONSULTING ENGINEERS, P.C.

1111 CENTRAL AVENUE, KEARNEY, NEBRASKA 68847

[www.miller-engineers.com](http://www.miller-engineers.com)

phone: 308-234-6456

[jcombs@miller-engineers.com](mailto:jcombs@miller-engineers.com)

fax: 308-234-1146

**EXHIBIT #5**

**PAGE(S) - 22**

# CONTENTS

<b>Section 1 — Introduction</b>	<b>2</b>
Redevelopment Study Area #7	2
Purpose of Study	3
What is Blight?	5
<b>Section 2 — Blight And Substandard Analysis</b>	<b>6</b>
Blight and Substandard Eligibility Analysis	6
Contributing Factors	7
Structure Age	8
Structure Condition	8
Lot Layout	8
Diversity of Ownership	8
Public Infrastructure Analysis	9
Curb and Gutter	9
Street and Sidewalk Conditions	9
Undeveloped and Vacant Lots	9
Wastewater Utility Infrastructure	9
Fire Hydrant Protection Infrastructure	9
Blight and Substandard Findings	10
General Redevelopment Plan	11
Recommendations	12
<b>Section 3 — References</b>	<b>13</b>
<b>Appendix A — Supporting Images</b>	<b>17</b>
Figure 1 - Overall Blight Map	14
Figure 2 - Location Map	15
Figure 3 - Study Area #7 Existing Conditions	16
Table 1 - Redevelopment Areas and Number of Acres in McCook, Nebraska	3
Table 2 - Population Totals 1880-2020	7

# SECTION 1 — INTRODUCTION

## Redevelopment Study Area #7

The City of McCook, Nebraska contracted Miller & Associates to complete a Blighted and Substandard Study for Study Area #7. The legal description for Study Area #7 is described as follows.

A tract of land being part of Lot 2, all Lot 3, Dillman's First Addition, part of Sixteenth Street East, part of Airport Road, part of the Northwest Quarter of Section Twenty-eight (28), Township Three (3) North, Range Twenty-nine (29) West of the 6th P.M., Block 7, Block 8, Block 21, part of Fourteenth Street East, Lots 7-12 (inclusive), Block 22, Brown's Park Addition, Part of Vacated Thirteenth Street East, part of Twelfth Street East, part of Eleventh Street East and Lot 6, Block 8, Tenth Addition, all located in McCook, Red Willow County, Nebraska, and more particularly described as follows.

Beginning at the intersection of the East line of Airport Road and the South line of C Street; thence Westerly on said South line of C Street to the Centerline of Fourteenth Street East; thence Northerly on said Centerline of Fourteenth Street East to the North line of said C Street; thence Westerly on the North line of said C Street to the East line of Tenth Street East and the Southwest Corner of Lot 6, Block 8 in Tenth Addition; thence Northerly on the West line of said Lot 6, Block 8 to the Northwest Corner of said Lot 6; thence Easterly on the North line of said Lot 6 and the South line of D Street and its Easterly extension to the East line of Airport Road; thence Southerly on said East line of Airport Road to the Point of Beginning.

Containing 26.49 acres, more or less.

Findings reasonably suggest Blighted and Substandard conditions exist as defined under the *Nebraska Community Development Law*. The use of *Community Development Law* provisions to assist with remedies and actions for the (re) development of Study Area #7 in McCook, Nebraska is warranted and essential. Conclusions presented in this Executive Summary are supported by the analysis and data included in the report titled "Substandard and Blight Determination for McCook, Nebraska."

## Purpose of Study

The purpose of this study is to determine whether an area within the corporate limits of McCook, Nebraska qualifies as Blighted and Substandard within the definition set forth in the *Nebraska Community Development Law*.

*Nebraska Revised State Statute §18-2101.01* allows a municipality to declare that blight and substandard conditions exist. The statute reads:

The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements.

*Nebraska Revised State Statute §18-2103* also provides:

In no event shall a city of the metropolitan, primary, or first class designate more than 35 percent of the city as blighted, a city of the second class shall not designate an area larger than 50 percent of the city as blighted, and a village shall not designate an area larger than 100 percent of the village as blighted.

With Study Area #7, the City of McCook remains beneath the 35 percent threshold for first class cities. With Study Area #7, a total of 1,368.03 acres is designated as blighted. Of that total, 1,217.61 acres are within McCook's corporate limits which equals 33.1 percent of the municipality's total area (Figure 1).

**TABLE 1 - Redevelopment Areas and Number of Acres  
in McCook, Nebraska**

Redevelopment Area	Acres (Inside Corporate Limits)	Acres (Outside Corporate Limits)
1	30.13	—
2	263.69	—
3*	672.08	30.55
4*	13.60	—
5	169.65	5.26
6	41.97	114.61
7	26.49	—
<b>Total</b>	<b>1,217.61</b>	<b>150.42</b>

\* = Study area boundaries have been amended.  
McCook Corporate Boundaries = 3,678.82 Acres.

This study intends to provide the city's elected officials a basis for determining whether blighted and substandard conditions exist within the City of McCook's corporate limits. Through the process, the city attempts to eliminate economic and/or social concerns which are detrimental to public health, safety, morals, and general welfare of the entire community.

Findings of this blight and substandard study provide the structure of the redevelopment plan for the community. The redevelopment plan contains in accordance with provisions of *Nebraska Community Development Law* local objectives regarding appropriate land uses, improved traffic circulation, trails and bike paths, economic development activities, public infrastructure, public utilities, and other public improvements.

## What is Blight?

In this analysis, it is important to know and understand what is being discussed. In this case, neighborhoods showing social and physical decay are called blighted (or blight) areas (Berkman 1969; Thomlinson 1969). Chapin (1947) long ago referred to blight as both an “acute and crucial” problem. One that included not only the physical, social, and economic concerns (congestion, slums, declining property values) but also fundamental concerns that constitute a healthy and vibrant neighborhood or community. Kaplan *et al.* (2004) add that blight is a term often associated with inner-city housing. Much of the housing, for example, in the urban core was physically deteriorating prior to World War II. Those issues were exacerbated after World War II with the rapid increase in suburbanization.

Yet early on Chapin (1947) recognized as others did that the problem was not geographically limited to one area of the country, nor was it resigned to only large metropolitan regions. Smaller communities and even rural communities wrestled with—and continue to struggle—problems associated with blight as well. Eisenberg (2018) writes that vacant, abandoned, and dilapidated buildings plague rural communities across the country. Many small towns across the country are faced with difficult choices and have limited financial and/or legal measures to address issues related to blight, including safety, health, economics, aesthetics, and a general quality of life.

For decades legislation at both the state- and federal-level has attempted to deal with blight. Illinois, for instance, in 1947 passed the Blighted Areas Redevelopment Act (Berkman 1969). In that particular case, slum clearance was part of housing programs and redevelopment primarily in the Chicago metropolitan area. Just a few years later, the Housing Act of 1949 sought to address the problem on the national scale and demolition was the tool frequently used (Kaplan *et al.* 2004). The 1949 legislation provided a “mechanism by which public and private capital could collaborate in the elimination of certain forms of urban blight and the redevelopment of older sections of cities with more adequate housing” (Berkman 1969, 585). A few years later, the Federal Housing Act of 1954 broadened the scope even further, with a strong emphasis on public participation and rehabilitation for areas not deteriorated beyond restoration.

For decades eminent domain was used to at least attempt to alleviate the problems associated with blight (Kaplan *et al.* 2004; Pritchett 2003). With that, as certain areas were cleared, expansion of downtown anchors (hospitals or universities, for instance) often spilled into nearby blighted neighborhoods. In the 1960s and 1970s the term “urban redevelopment” caught hold. A term that is still in use today, urban development includes a variety of “tools” to assist communities dealing with blight. Rehabilitation remains a viable option for some blighted locations, for others it is not.

# SECTION 2 — BLIGHT & SUBSTANDARD ANALYSIS

## Blight and Substandard Eligibility Analysis

The evaluation that the City of McCook, Nebraska is eligible for a blight and substandard analysis was made on the basis that existing blighted and substandard factors must be present to an extent that would lead a reasonable person to conclude public intervention is appropriate and necessary to assist with any redevelopment activities.

Substandard areas are defined by *Nebraska Revised State Statute §18-2103.10* as areas in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of:

- Dilapidation or deterioration.
- Age or obsolescence.
- Inadequate provision for ventilation, light, air, sanitation, or open spaces.
- High density of population and overcrowding.
- The existence of conditions which endanger life or property by fire and other causes.
- Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, and is detrimental to the public health, safety, morals, or welfare.

Blighted areas are defined by *Nebraska Revised State Statute §18-2103.11* as areas which by reason of the presence of a substantial number of the following:

- Defective or inadequate street layout.
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
- Unsanitary or unsafe conditions.
- Deterioration of site or other improvements.
- Diversity of ownership.
- Tax or special assessment delinquency exceeding the fair value of the land.
- Defective or unusual conditions which endanger life or property by fire and other causes.
- Any combination of such factors, substantially impairs or arrests the sound growth of the community, slows the provision of housing accommodations or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use.

And in which there is at least one of the following conditions:

- Unemployment in the designated area is at least 120 percent of the state or national average.
- The average age of the residential or commercial units in the area is at least forty years.
- More than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time.
- The per capita income of the area is lower than the average per capita income of the city or city in which the area is designated.
- That the area has had either stable or decreasing population based on the last two decennial censuses.

Because of these definitions, Study Area #7 in the City of McCook, Nebraska was deemed eligible for a blight and substandard analysis and public intervention is appropriate or necessary to assist with redevelopment within the community.

## Contributing Factors

Table 2 provides population data for McCook, Nebraska and Red Willow County (Figure 2). McCook, Nebraska—named in honor of Alexander McDowell McCook who was a general in the Union Army during the Civil War—is located in southwest Nebraska in Red Willow County and registered 7,446 residents in the 2020 census (Table 2) (Perkey 1982). Originally platted by the Lincoln Land Company, McCook was organized in 1883 and at the first census in 1890 tallied 2,346 residents (Perkey 1982). McCook went on to peak in population in 1980 at 8,404 but has since lost 958 or 11.4 percent of its total population. Red Willow County has experienced a similar population trend (Table 2). The county peaked in population in 1930 at 13,859 citizens and has since declined to 10,702 in 2020 (-22.8 percent). Based on census data, population decline is a contributing blight factor for McCook.

**TABLE 2 - Population Totals  
1880-2020**

Year	McCook	Red Willow County
1880	—	3,044
1890	2,346	8,837
1900	2,445	9,604
1910	3,765	11,056
1920	4,303	11,434
1930	6,688	13,859
1940	6,212	11,951
1950	7,678	12,977
1960	8,301	12,940
1970	8,285	12,191
1980	8,404	12,615
1990	8,112	11,705
2000	7,996	11,450
2010	7,698	11,055
2020	7,446	10,702

**Source:** Bureau of the Census, U.S. Federal Statistical System, [www.census.gov](http://www.census.gov).

## Structure Age

Structure obsolescence or age is a contributing factor of blighted and substandard conditions in Study Area #7. Study Area #7 contains twenty-three properties, of that number only nine have structures. Of the nine, seven were constructed prior to 1985—one in 1980, two in the 1950s, one in the 1930s, two in the 1920s, and one in the 1910s.

## Structure Condition

Structure dilapidation, deterioration, and/or existence of conditions that endanger life or property by fire and other causes, or any combination of such factors, are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime and are detrimental to the public health, safety, morals, or welfare of the community. All are contributing factors of blighted and substandard conditions in the study area.

The structural survey inspected the exterior conditions through a “windshield survey.” Meaning that a structural survey only evaluated physical conditions of structures and immediate surroundings as visible from the public right-of-way.

Exterior conditions of structures were evaluated and rated in accordance with the following guidelines:

- Sound Condition—a unit that appears new or well maintained and structurally intact. The foundation appears structurally undamaged and has straight roof lines. Siding, windows, and doors are in good repair along with good exterior conditions. Minor problems such as small areas of peeling paint and/or other maintenance items are allowable under this category.
- Minor Repairs Needed—a unit that shows signs of deferred maintenance or that needs only one major component.
- Major Repairs Needed—a unit in need of replacement of one or more major components and other repairs.
- Dilapidated—a unit suffering from excessive neglect, where the building appears structurally unsound and maintenance is nonexistent, not fit for human habitation in its current condition, may be considered for demolition, or that major rehabilitation is required.

Study Area #7 has twenty-three properties. Of that total, 2 are listed as “Sound,” 7 are labeled as “Minor Deficit,” and 14 are categorized as “Major Deficit.” Several parcels throughout the area show signs of distress and demonstrate the need for either minor or major repairs (Appendix A—Supporting Images). Concerns include poor siding and roofing conditions, untended landscaping, deteriorated fencing in certain locations, drainage concerns, and overgrown vegetation.

## Lot Layout

Faulty lot layout in relation to size and other conditions is a contributing factor to blight. Many lots within the study area are of inadequate size, configuration, accessibility, and usefulness in the present layout (Figure 2). The present layout—which lacks appropriate land use planning—provides limited access for some lots which impedes potential development and growth of the Study Area.

## Diversity of Ownership

The study area comprises approximately 26.49 acres on McCook’s eastern side. Ownership varies, with fourteen different owners including the City of McCook and the local VFW.

## Public Infrastructure Analysis

This section analyzes the condition of water, sewer, sidewalks, streets, along with curb and gutter and stormwater drainage. These main components comprise public infrastructure in the study area. Public infrastructure, where possible, was analyzed and rated in a fashion similar to the structure conditions analysis.

### Curb and Gutter

Most of the study area does not have adequate curb and gutter infrastructure which creates significant drainage concerns (Appendix A—Supporting Images). The lack of stormwater infrastructure is evident throughout the area and severely impedes further development.

### Street and Sidewalk Conditions

Streets within the study area were analyzed for condition and status in relation to the provision of safe and efficient public circulation and access. Street conditions—as the ability (or inability) of those streets to move traffic in and through the study area—is a contributing factor to the area’s blighted and substandard conditions. Additionally, most of Study Area #7 lacks sidewalk infrastructure (Appendix A—Supporting Images).

### Undeveloped and Vacant Lots

There are several undeveloped and/or vacant lots in the study area which contribute to concerns related to accessibility, usefulness, unsanitary conditions, and overall site deterioration. Eleven parcels in Study Area #7 are currently vacant (Appendix A—Supporting Images).

### Wastewater Utility Infrastructure

The condition of Study Area #7’s public sanitary sewer system was analyzed and found to be maintained and operating as designed. Existing 8”, 12”, and 15” sanitary sewer mains, for instance, are throughout Study Area #7. Average depths of the existing sanitary sewer would provide development structures to have basements if desired. Development of the area, however, may cause additional wastewater utility infrastructure demands on the system and play a critical role in the development or growth of Study Area #7.

### Fire Hydrant Protection

An existing 8” water main provides fire protection and domestic service east-west throughout Study Area #7 with connectivity to 12” and 16” water mains for redundancy. The analysis of fire protection coverage involved drawing a 350 foot radius buffer (a typical city residential block length) around each fire hydrant. Findings reveal areas within the study area that need additional fire protection/hydrants. Further development of Study Area #7 may create the need for additional fire hydrants and valves for isolation and maintenance. Note that water flow (gallons per minute) is an extremely important factor in determining appropriate distances between fire hydrants and structures.

## Blight and Substandard Study Findings

Of the blighted factors set forth in the *Nebraska Community Development Law*, ten are present to a strong extent in the study area.

Blighted Conditions Present in the study area:

- Population decline.
- Substantial number of deteriorating structures.
- Unsanitary or unsafe conditions.
- Deterioration of site or other improvements.
- Defective or unusual conditions that endanger life or property by fire and other causes.
- Factors that substantially impair or arrest the sound growth of the community.
- Structures in the area at least forty years old.
- Faulty lot layout in relation to size and other conditions.
- Trash and other debris throughout the area.
- Economic or social liability detrimental to health, safety, and welfare of the community.

Substandard Conditions Present in the study area:

- Dilapidation, deterioration, old age, or obsolescence of structures.
- Existence of conditions that endanger life or property by fire and other causes.
- Property structures forty years or older.

Issues not included in the analysis due to a lack of data, confidentiality, and/or other potential disclosure concerns include the following:

- Tax delinquency greater than fair value of the land.
- Underemployment that equals 120 percent of the state or national average.
- Per capita income less than city-wide average.
- High population density or overcrowding.

## General Redevelopment Plan

*Nebraska Revised State Statute §18-2105* grants legal authority to the governing body to formulate a redevelopment program. The statute reads as follows:

The governing body of a city or an authority at its direction for the purposes of sections 18-2101 to 18-2144 may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning and occupancy controls and standards; the rehabilitation or conservation of substandard or blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof.

*Nebraska Revised State Statute §18-2111* requires the inclusion of a general planning element. The statute reads:

The authority may itself prepare or cause to be prepared a redevelopment plan or any person or agency, public or private, may submit such a plan to an authority. A redevelopment plan shall be sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in the redevelopment project area, and shall include without being limited to:

- The boundaries of the redevelopment project area, with a map showing the existing uses and condition of the real property therein.
- A land use plan showing proposed uses of the area.
- Information showing the standards of population densities, land coverage, and building intensities in the area after redevelopment.
- A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances.
- A site plan of the area.
- A statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment. Any redevelopment plan may include a proposal for the designation of an enhanced employment area.

## Recommendations

In determining whether or not any area is blighted and substandard, *Nebraska Community Development Law §18-2102* requires that the area's condition must be such that the remedy of the blighted and substandard conditions within the area be beyond the control of the city's use of regulatory control and exercise of police power and cannot be effectively dealt with by the ordinary operations of private enterprise without the aids provided under the law. McCook, Nebraska could deem public intervention as essential or appropriate. For this reason, each factor being evaluated in the context of the extent of its presence and the combined impact of all factors found in Study Area #7, this study finds that public intervention is needed for redevelopment efforts.

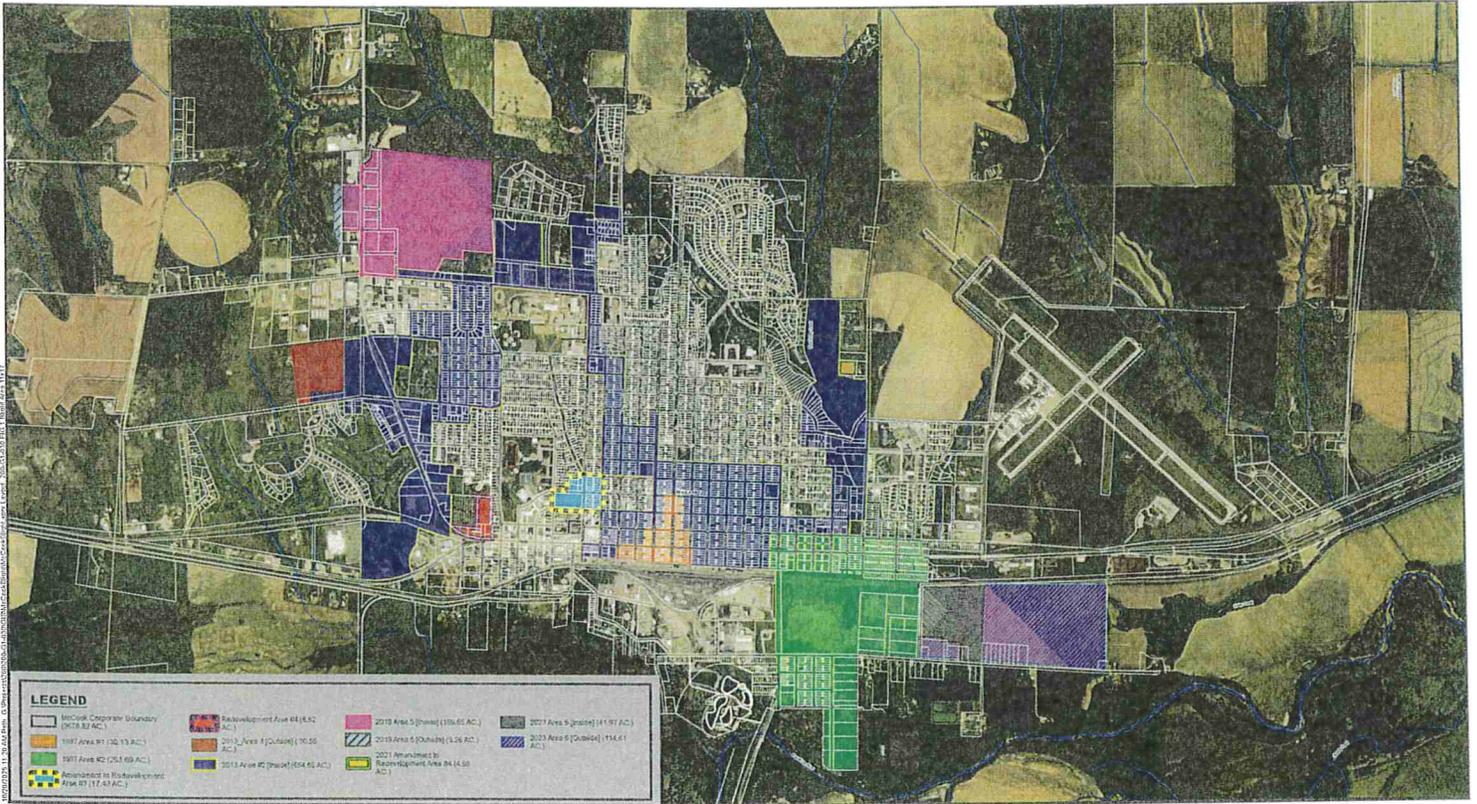
This blighted and substandard conditions evaluation indicates that McCook, Nebraska can and should encourage long-term improvements within the study area. Improvements and conditions can be accomplished through applications of zoning regulations, nuisance abatement, infrastructure improvements, pedestrian accessibility improvements, dilapidated building demolition, rehabilitation, and debris removal. Increasing taxes or assessments, however, to achieve these goals would be problematic for area residents.

Existing conditions are deterrents and discourage private redevelopment and investment. As a result, the community cannot achieve improvements without aid made available through the *Community Development Law*. In summary, if Blighted and Substandard conditions were remedied within a reasonable time, redevelopment of the area would improve the economic climate and prevent further decline of the study area. Working to remedy and repair blighted and substandard conditions has been determined to be essential, warranted, and vital to the area's redevelopment.

One development option to consider is Tax Increment Financing or TIF. TIF is an economic development tool available to communities throughout Nebraska. For TIF to be utilized, a blight and substandard study must first be completed. This study demonstrates the need for and redevelopment potential of Study Area #7 in McCook, Nebraska. Many lots in the study area are of inadequate size, configuration, accessibility, and usefulness in the present layout which is a contributing factor for blight (Figure 3). The layout, which lacks appropriate land use planning, impedes potential development. In addition to faulty lot layout, connectivity is an issue throughout the study area. There is limited access and connectivity between E. 11th Street on the west to Airport Road on the east (Figure 3). Not only does accessibility impede future development, it appears to be a liability for those who currently reside in the study area. The area is also plagued by a general lack of infrastructure development, including water and sewer mains as well as storm water drainage (Appendix A—Supporting Images).

## SECTION 3 — REFERENCES

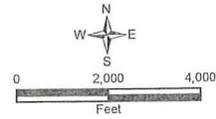
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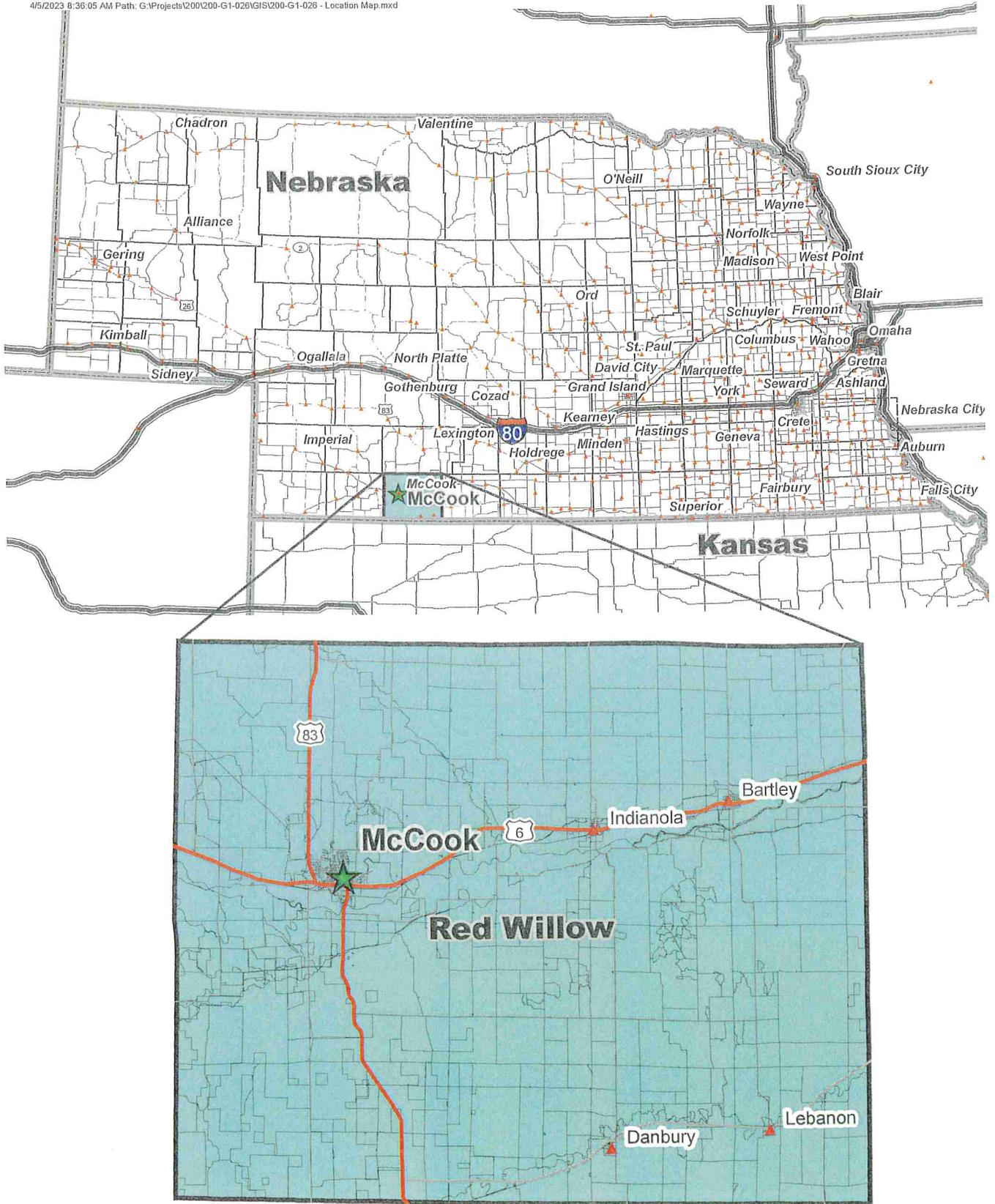
10/20/2025

Prepared By:

**MA**  
 Miller & Associates  
 CONSULTING ENGINEERS, P.C.  
 Kearney, NE - (408) 234-6456



**Figure 1**  
 Overall Blight Map  
 McCook, Nebraska



4/5/2023  
Prepared By:

**M&A**  
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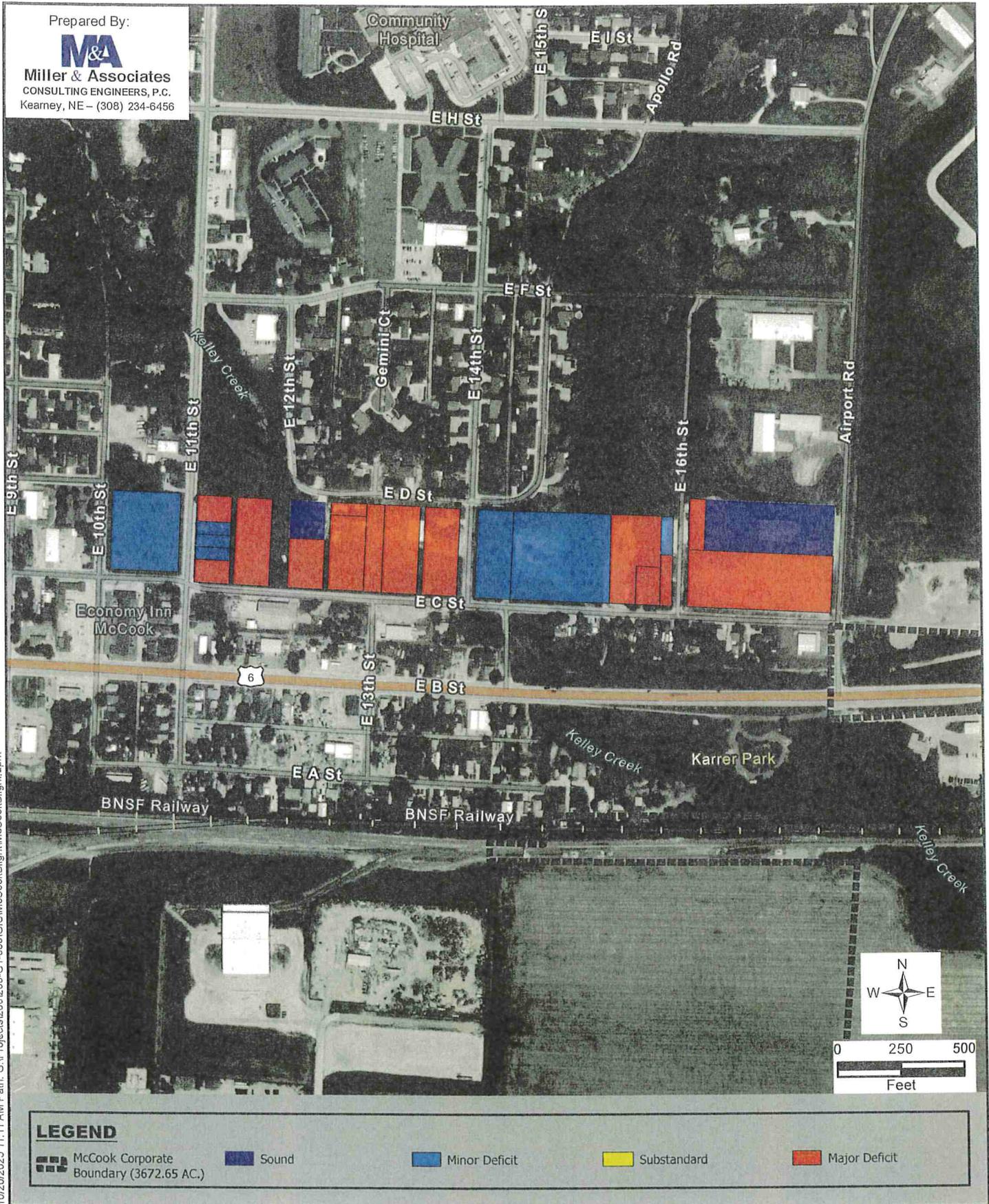


**Figure 2**  
**Location Map**

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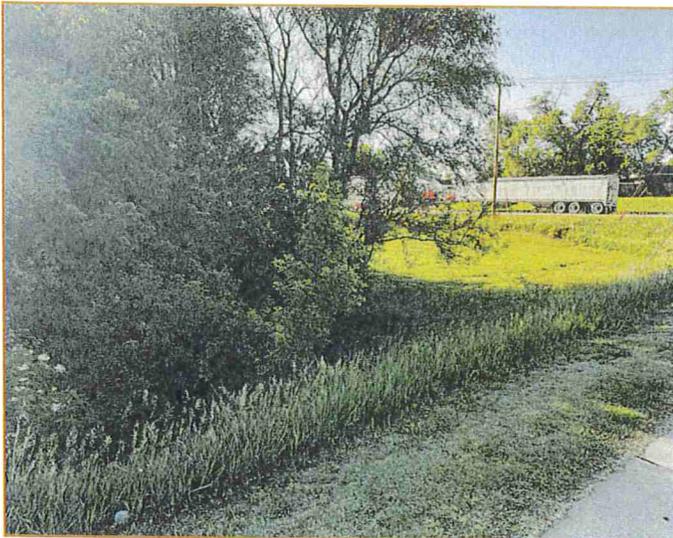
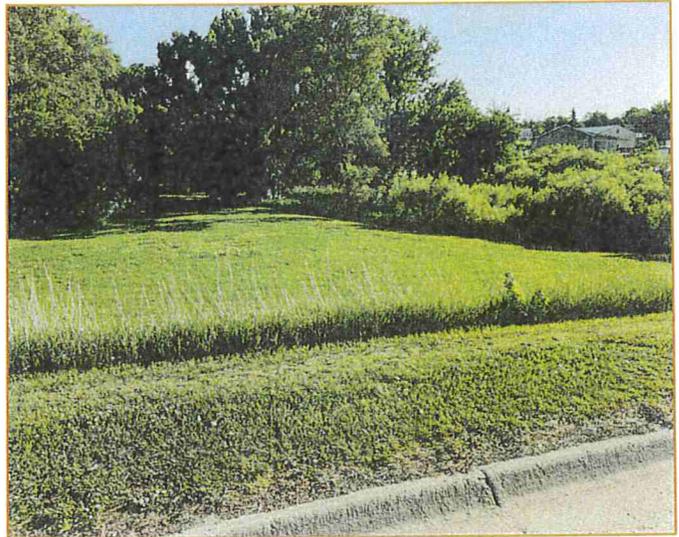
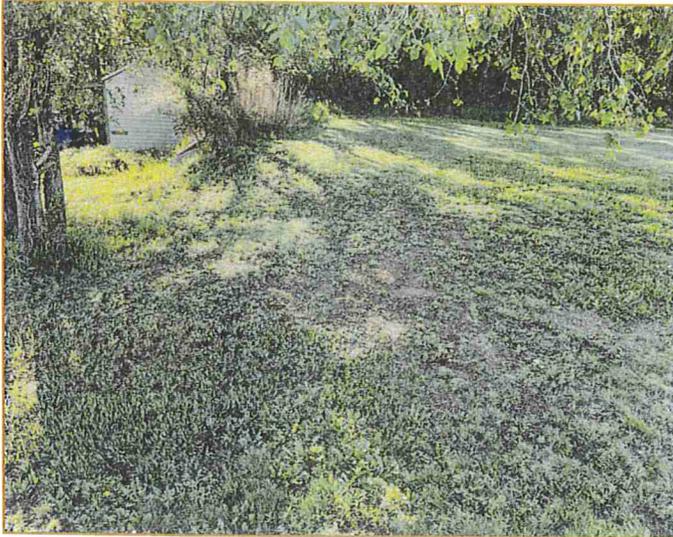
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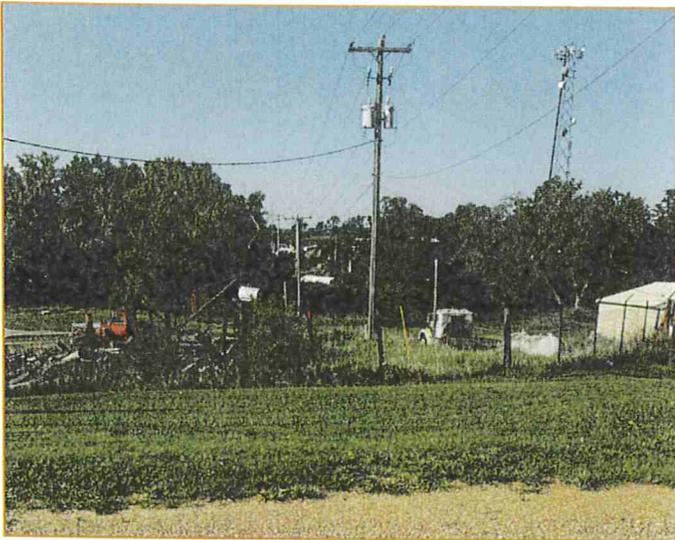
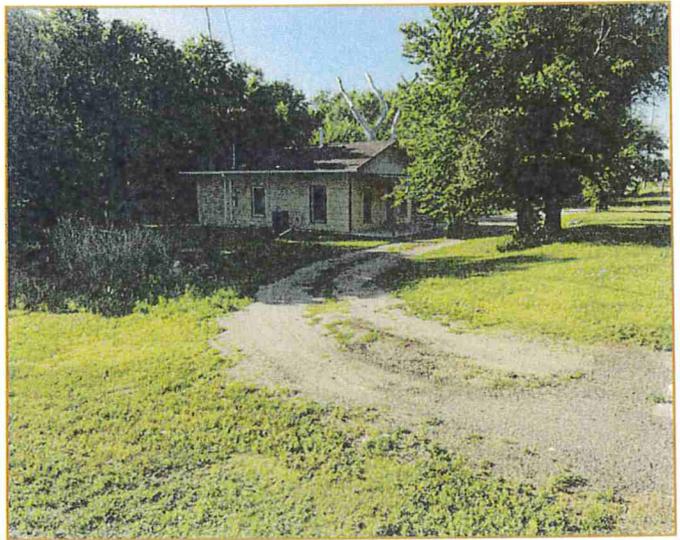
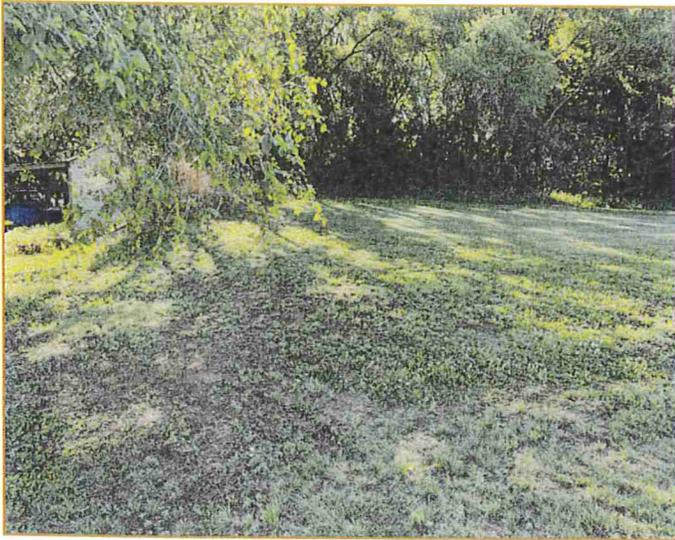


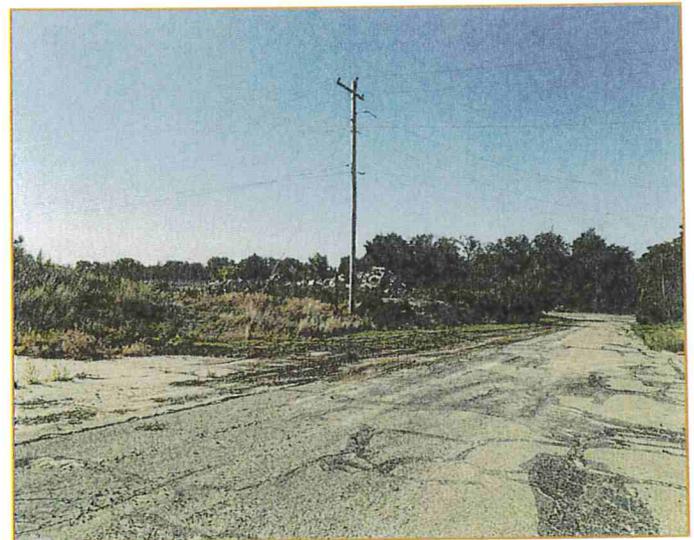
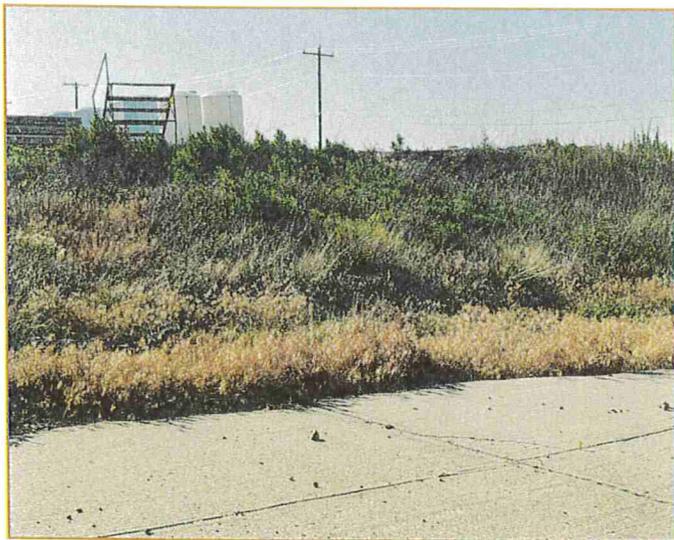
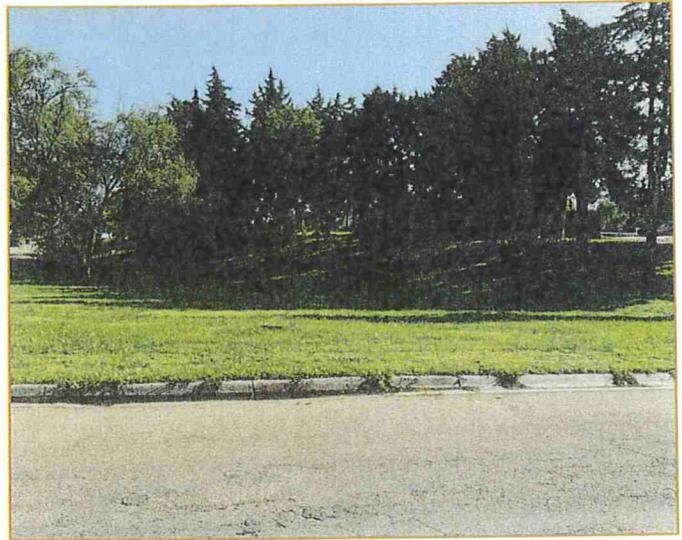
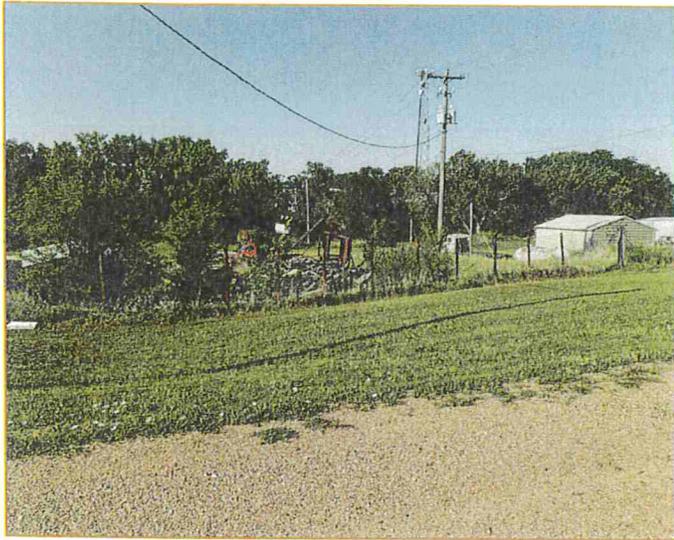
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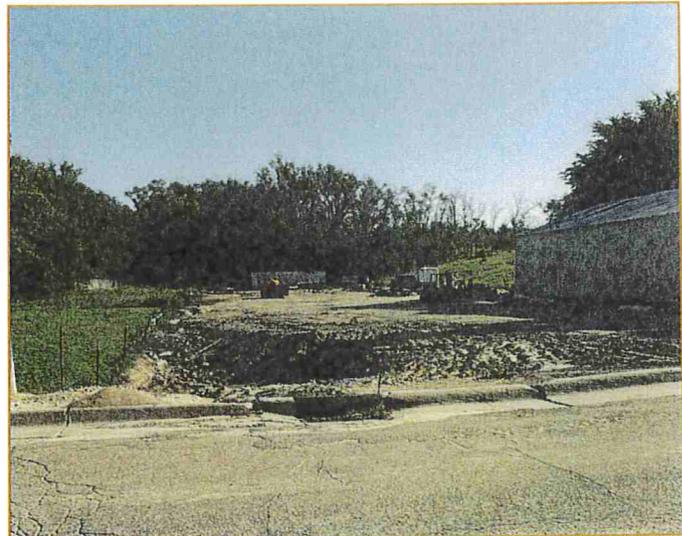
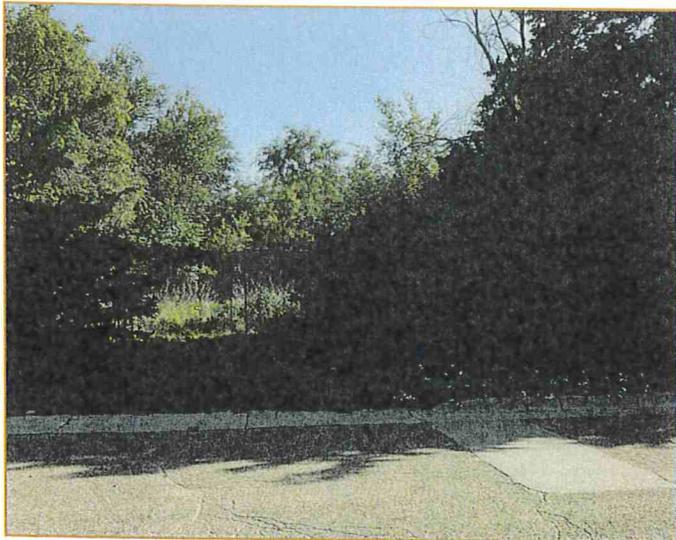
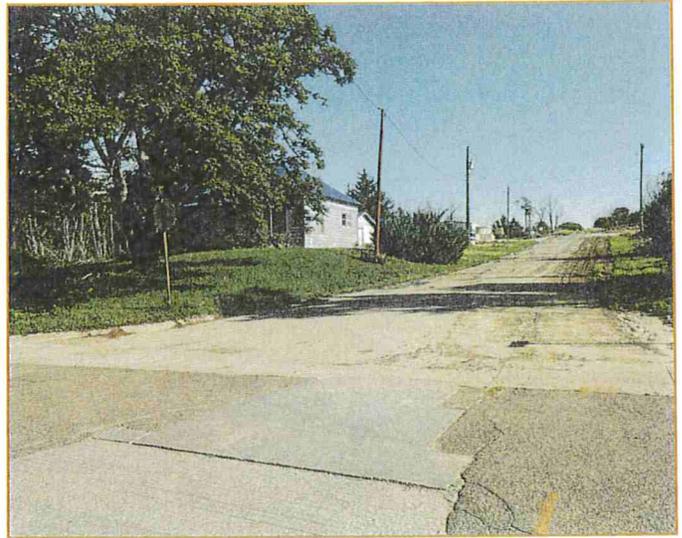
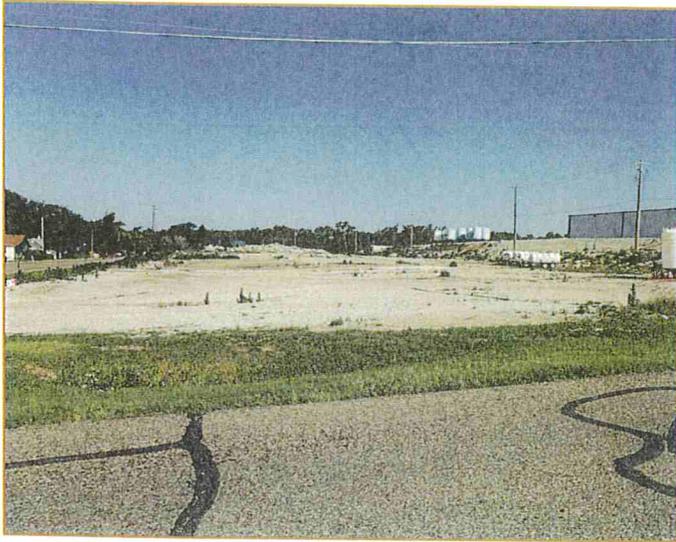
Figure 3  
Study Area #7 Existing Conditions

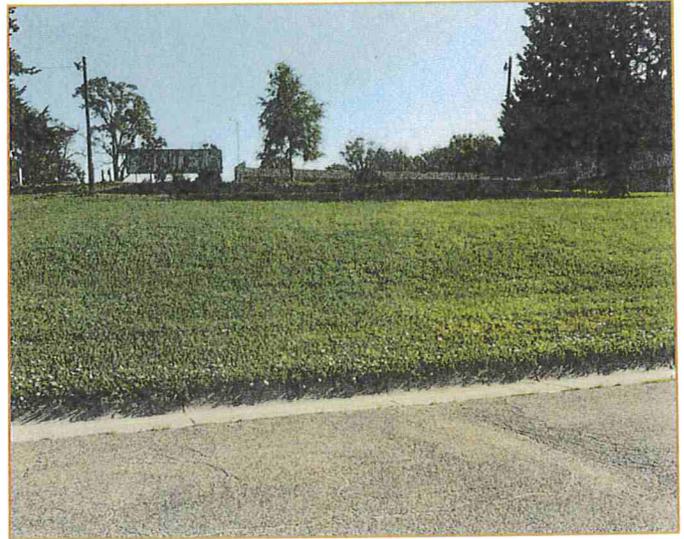
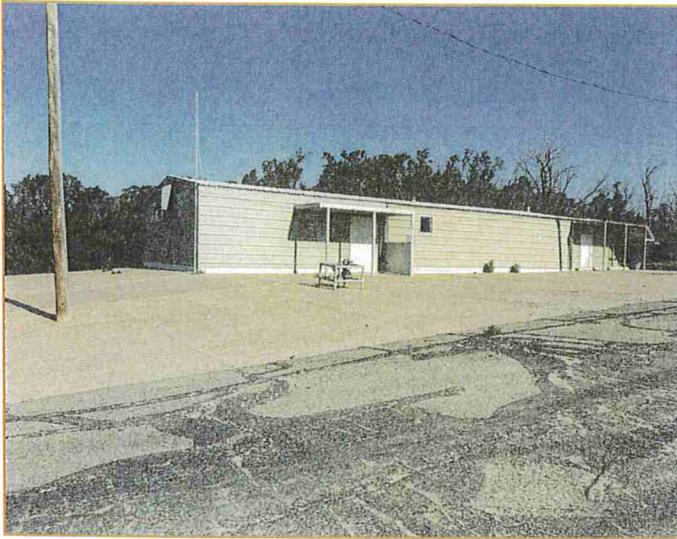
# APPENDIX A — SUPPORTING IMAGES











PLANNING COMMISSION  
CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. PC 2025-03  
(Redevelopment Area #7)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MCCOOK, NEBRASKA, MAKING A RECOMMENDATION TO THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, TO CREATE REDEVELOPMENT AREA #7 OF THE CITY OF MCCOOK.

RECITALS

A. The City Council of the City of McCook, Nebraska has submitted the question of whether Redevelopment Area #7 should be created and declared as blighted and substandard and in need of redevelopment pursuant to the Nebraska Redevelopment Law.

B. Notice of public hearing regarding the question of whether the creation of Redevelopment Area #7 should be recommended to the City Council and ultimately be adopted and approved by the City was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.

C. On December 8, 2025, the Planning Commission held a public hearing relating to the question of whether the creation of Redevelopment Area #7 should be recommended to the City Council and ultimately be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

D. The Planning Commission has reviewed Redevelopment Area #7 and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found and recommended by the Planning Commission of the City of McCook, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), as follows:

1. Based on the criteria set forth in the Blight and Substandard Study, it is reasonably necessary to create Redevelopment Area #7 to accomplish the implementation of the CDA's existing plan for redevelopment.

2. Redevelopment Area #7 will, in accordance with the present and future needs of the City of McCook, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.

3. Redevelopment Area #7 is in conformance with the general plan for development of the City of McCook as a whole, as set forth in the City of McCook Comprehensive Plan, as amended.

**EXHIBIT #6**

**PAGE(S) - 2**

BE IT RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Planning Commission does hereby recommend approval of Redevelopment Area #7 by the City Council as the governing body for the City of McCook.

Passed and approved by the Planning Commission on this 8<sup>th</sup> day of December, 2025.

PLANNING COMMISSION OF  
THE CITY OF MCCOOK, NEBRASKA

By: \_\_\_\_\_  
Chad Lyons, Chair

ATTEST:

By: \_\_\_\_\_  
Camy Bradley, Secretary

McCook Planning Commission  
December 8, 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 Kelly Hammerlun, Bruce McDowell, Jesse Stevens, Kurt Vosburg.

Absent: Commissioners Camy Bradley, Matt Davidson, Jamie Mockry, 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 December 5, 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.

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 November 10, 2025 regular Planning Commission meeting.

Motion to approve the minutes of the November 10, 2025 regular Planning Commission meeting. This motion, made by Chad Lyons and seconded by Tammie Hilker, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding a request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC, seeking approval for a vacation and final plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC, seeking approval of a vacation and final plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska

**EXHIBIT #7**

**PAGE(S) - 6**

(located north of West S Street and west of West 7th Street), with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Jesse Stevens, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 8, 2025 Planning Commission meeting (1 page); Exhibit #2 - Notice of Public Hearing published (1 page); Exhibit #3 - Notice of Public Hearing mailed and posted (1 page); Exhibit #4 - listing of property owners notified of public hearing (1 page); Exhibit #5 - Vacation Application (1 page); Exhibit #6 - letters from property owners approving the vacation (2 pages); Exhibit #7 - Legal Description of the proposed vacation (2 pages); Exhibit #8 - Joint Tenancy Warranty Deeds (16 pages); Exhibit #9 - Utility Confirmations (2 pages); Exhibit #10 - Notice of Public Hearing published (1 page); Exhibit #11 - Notice of Public Hearing mailed and posted (1 page); Exhibit #12 - listing of property owners notified of public hearing (1 page); Exhibit #13 - Second North Pointe Final Plat and proposed and existing utilities (3 pages); Exhibit #14 - legal description of the proposed subdivision (1 page); and Exhibit #15 - Land Use Action Request Form and attachments (10 pages).

City Manager Schneider reviewed the information presented in Exhibit 1.

Amanda Engell, MEDC Housing Director, and Greg Wolford, W Design Associates, were present to address the request and answer questions from the Council.

With no one else 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 Kurt Vosburg, passed. Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2.B. Recommend to the McCook City Council approval of a vacation of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recommend to the McCook City Council approval of a vacation of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street). This motion, made by Chad Lyons and seconded by Kurt Vosburg, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

- 2.C. Recommend to the McCook City Council approval of a final plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recommend to the McCook City Council approval of a final plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street). This motion, made by Chad Lyons and seconded by Kelly Hammerlun, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

- 2.D. Public Hearing - Regarding a Blight and Substandard Study for Redevelopment Area #7, comprised of a tract of land being part of Lot 2, all Lot 3, Dillman's First Addition, part of 16th Street East, part of Airport Road, part of the Northwest Quarter of Section 28, Township 3 North, Range 29 West of the 6th P.M., Block 7, Block 8, Block 21, part of 14th Street East, Lots 7-12, Block 22, Brown's Park Addition, Part of Vacated 13th Street East, part of 12th Street East, part of 11th Street East and Lot 6, Block 8, Tenth Addition, all located in McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding a Blight and Substandard Study for Redevelopment Area #7, comprised of a tract of land being part of Lot 2, all Lot 3, Dillman's First Addition, part of 16th Street East, part of Airport Road, part of the Northwest Quarter of Section 28, Township 3 North, Range 29 West of the 6th P.M., Block 7, Block 8, Block 21, part of 14th Street East, Lots 7-12, Block 22, Brown's Park Addition, Part of Vacated 13th Street East, part of 12th Street East, part of 11th Street East and Lot 6, Block 8, Tenth Addition, all located in 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.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 8, 2025 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 pages); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages); Exhibit #5 - Blight & Substandard Study for Redevelopment Area #7 (22 pages); and Exhibit #6 - proposed Resolution No. PC 2025-03 (2 pages).

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

Craig Bennett and Jason Combs, Miller and Associates, presented and reviewed with the Commission the Blight and Substandard Study for Redevelopment Area #7.

With no one else 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 Kurt Vosburg, passed. Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2.E. Approve Resolution No. PC 2025-03 accepting the Blight and Substandard Study for Redevelopment Area #7 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #7.

Motion to approve Resolution No. PC 2025-03 accepting the Blight and Substandard Study for Redevelopment Area #7 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #7. This motion, made by Chad Lyons and seconded by Jesse Stevens, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2.F. Public Hearing - Regarding a Blight and Substandard Study for Redevelopment Area #8, comprised of a tract of land being part of the Northeast Quarter and the Southeast Quarter of Section 24, Township 3 North, Range 30 West of the 6th P.M., Lot 1 and Lot 2, Block 1, Lashley-Tucker Subdivision, and Lot 2 and Lot 3, A.M. Bishop Addition, all in Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding a Blight and Substandard Study for Redevelopment Area #8, comprised of a tract of land being part of the Northeast Quarter and the Southeast Quarter of Section 24, Township 3 North, Range 30 West of the 6th P.M., Lot 1 and Lot 2, Block 1, Lashley-Tucker Subdivision, and Lot 2 and Lot 3, A.M. Bishop Addition, all in Red Willow County, Nebraska. with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Tammie Hilker, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 8, 2025 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 pages); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages);

Exhibit #5 - Blight & Substandard Study for Redevelopment Area #8 (19 pages); and Exhibit #6 - proposed Resolution No. PC 2025-04 (2 pages).

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

Craig Bennett and Jason Combs, Miller and Associates, presented and reviewed with the Commission the Blight and Substandard Study for Redevelopment Area #8.

With no one else 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 Kelly Hammerlun, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA

YEA: 6, NAY: 0, ABSENT: 4

2.G. Approve Resolution No. PC 2025-04 accepting the Blight and Substandard Study for Redevelopment Area #8 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #8.

Motion to approve Resolution No. PC 2025-04 accepting the Blight and Substandard Study for Redevelopment Area #8 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #8. This motion, made by Chad Lyons and seconded by Kurt Vosburg, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA

YEA: 6, NAY: 0, ABSENT: 4

2.H. Review and discuss the proposed Public Use District (P), Floodway Overlay District (FW), and Planned Development District (PD) proposed in the City of McCook's new zoning regulations.

Staff reviewed and discussion was had regarding the Public Use District (P), Floodway Overlay District (FW), and Planned Development District (PD) proposed in the City of McCook's new zoning regulations.

At the January 12 meeting, the commission will review the Supplementary Regulations article through Parking, Storage or Use of Major Recreation Equipment and Enclosed Trailers.

2.I. Update and discussion regarding the City of McCook's progress on a new Comprehensive Plan.

Staff reviewed and discussion was had regarding the City of McCook's progress on the new Comprehensive Plan.

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 6:49 P.M.

---

Lea Ann Doak, City Clerk-Treasurer  
and Recording Secretary

**CITY OF MCCOOK, NEBRASKA**  
**RESOLUTION NO. 2025-40**  
(Creation of Redevelopment Area #7)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK,  
NEBRASKA, APPROVING THE CREATION OF REDEVELOPMENT AREA #7  
FOR THE CITY OF MCCOOK, NEBRASKA.**

RECITALS

- A. The Community Development Agency of the City of McCook (“CDA”) has recommended that Redevelopment Area #7 for the City of McCook should be created. (the “Property”).
- B. The proposed Redevelopment Area #7 is on file and available for public inspection with the McCook City Clerk.
- C. The CDA submitted the question of whether the creation of Redevelopment Area #7 should be recommended to the City Council to the Planning Commission of the City of McCook.
- D. The Planning Commission recommended the approval of Redevelopment Area #7.
- E. Notice of public hearing regarding the adoption and approval of Redevelopment Area #7 by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.
- F. On December 15, 2025, the City Council held a public hearing relating to the question of whether Redevelopment Area #7 should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.
- G. The City Council has reviewed Redevelopment Area #7, the recommendations of the Planning Commission and CDA, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, be it resolved by the City Council of the City of McCook, Nebraska, that pursuant to the criteria set forth in the study for Redevelopment Area #7, it is reasonably necessary to add the to accomplish the implementation of the CDA’s existing plan for redevelopment.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, Redevelopment Area #7 is hereby approved and adopted by the City Council as the governing body for the City of McCook.

Dated this 15<sup>th</sup> day of December, 2025.

CITY OF MCCOOK, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 3.F.** Public Hearing - Regarding a Blight and Substandard Study for Redevelopment Area #8, comprised of land described as a tract being part of, the Northeast Quarter and the Woutheast Quarter, of Section 24, Township 3 North, Range 30 West of the 6<sup>th</sup> P.M., Lot 1 and Lot 2, Block 1, Lashley-Tucker Subdivision, and Lot 2 and Lot 3, A.M. Bishop Addition, all in Red Willow County, Nebraska..

**ITEM NO. 3.G.** Approve Resolution No. 2025- 41 approving the Blight and Substandard Study for the creation of Redevelopment Area #8.

---

**BACKGROUND:**

At the direction of the McCook City Council, Miller & Associates Consulting Engineers, P.C., conducted a Blight and Substandard Study to determine whether a proposed area located in the area stated above, qualifies for substandard characterization per the Nebraska Community Development Act. A blighted study lets a city guide development and redevelopment inside the study area. Per the Act, blighted is a legal term meaning that the land included in the area displays dilapidated, unsafe, and/or unsightly conditions. It does not mean that the area is uncared-for. The presence of deteriorated structures, defective or inadequate street layout, faulty lot layout, unsafe conditions, improper subdivisions, and the existence of conditions which endanger life or property can lead to the determination that a property is blighted. Substandard is defined as an area that contains properties that have deteriorated; are aged or obsolescent; experience inadequate light, air, sanitation, or ventilation; and/or display conditions which endanger life or property by fire and other causes.

If an area is determined to be blighted and substandard, developers have the ability to access Tax Increment Financing in order to improve the properties within the redevelopment area, which in turn will improve the blighted and substandard conditions currently affecting the properties. The Community Development Law was developed to assist communities with economic growth and promote redevelopment activities in areas where development has stagnated due to unfavorable conditions. To use the Community Development Law, an area must first be declared blighted and substandard. To date, the City of McCook has declared 6 areas blighted and substandard, with amendments made to some of the designated areas. The present study would create an eight redevelopment area (assuming Redevelopment Area #7 is approved).

Attached to this report is the Blight and Substandard Study conducted by Miller & Associates for the area in question. Based on Miller & Associates comprehensive study, it has been concluded that the study area is blighted and substandard for purposes of the Nebraska Community Development Law.

At the December 8<sup>th</sup> McCook Planning Commission meeting, the Planning Commission unanimously voted to approve the blight study per resolution and recommend approval of the same to the McCook City Council.

**EXHIBIT #1**

**PAGE(S) - 2**

Please review the Blight and Substandard Study. Miller & Associates and McCook staff members will be available to answer any questions regarding the determinations contained within the study.

**APPROVALS:**



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December 10, 2025

Nathan A. Schneider, City Manager

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December 10, 2025

Lea Ann Doak, City Clerk

PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
CITY COUNCIL  
CITY OF MCCOOK, NEBRASKA

NOTICE IS HEREBY GIVEN that a public hearing of the City Council of McCook, Nebraska, will be held at 5:30 P.M. on December 15, 2025 in the City Council Chambers, 505 West "C" Street, McCook, Nebraska. Said meeting is open to the public.

Purpose of the meeting is a public hearing to consider Blight Study/Redevelopment Areas #7 & #8 as defined by *Nebraska Community Development Law §18-2102*.

/s/ Lea Ann Doak, City Clerk-Treasurer

Publish: November 28 and December 5, 2025.

**EXHIBIT #2**

**PAGE(S) - 1**

COPY OF NOTICE MAILED TO:

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

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

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

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

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

**EXHIBIT #3**

**PAGE(S) - 1**



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461

November 28, 2025

CERTIFIED MAIL

McCook Community College  
President  
1205 East 3<sup>rd</sup> Street  
McCook, NE 69001

Enclosed, please find a copy of a published notice of public hearing on blight determinations under the Nebraska Community Development Law. The hearings will be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street in McCook, Nebraska, on December 8, 2025 at 5:15 P.M. for the McCook Planning Commission and on December 15, 2025 at 5:30 P.M. for the McCook City Council.

The purpose of the public hearing is to obtain public comment prior to consideration of the declaration of an area of the City as blighted and substandard and in need of redevelopment pursuant to the Nebraska Community Development Law. A copy of the blight and substandard study for Area #7 and Area #8 are available for public review at the office of the City Clerk.

This notice is provided to your organization pursuant to law.

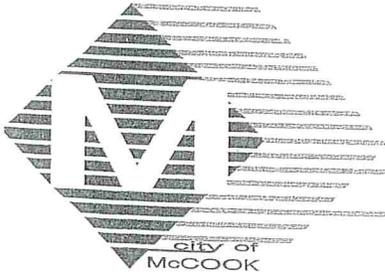
Respectfully,

Lea Ann Doak  
City Clerk-Treasurer

Enclosures

**EXHIBIT #4**

**PAGE(S) - 5**



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461

November 28, 2025

CERTIFIED MAIL

Chair of the Board  
Education Service Unit No. 15  
344 Main  
PO Box 398  
Trenton NE 69044

Enclosed, please find a copy of a published notice of public hearing on a blight determination under the Nebraska Community Development Law. The hearings will be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street in McCook, Nebraska, on December 9, 2019 at 5:15 P.M. for the McCook Planning Commission and on December 16, 2019 at 5:30 P.M. for the McCook City Council.

The purpose of the hearing is to receive comments on a proposal to declare portions of the City of McCook blighted and substandard for purposes of the Community Development Law. A map of the area affected is enclosed with this letter.

This notice is provided to your organization pursuant to law.

Respectfully,

Lea Ann Doak  
City Clerk-Treasurer

Enclosures



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461

November 28, 2025

CERTIFIED MAIL

Chair of the Board  
Middle Republican NRD  
208 Center Avenue  
PO Box 81  
Curtis NE 69025

Enclosed, please find a copy of a published notice of public hearing on a blight determination under the Nebraska Community Development Law. The hearings will be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street in McCook, Nebraska, on December 9, 2019 at 5:15 P.M. for the McCook Planning Commission and on December 16, 2019 at 5:30 P.M. for the McCook City Council.

The purpose of the hearing is to receive comments on a proposal to declare portions of the City of McCook blighted and substandard for purposes of the Community Development Law. A map of the area affected is enclosed with this letter.

This notice is provided to your organization pursuant to law.

Respectfully,

Lea Ann Doak  
City Clerk-Treasurer

Enclosures



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461

November 28, 2025

CERTIFIED MAIL

Chairman  
Red Willow County Commissioners  
502 Norris Avenue  
McCook NE 69001

Enclosed, please find a copy of a published notice of public hearing on a blight determination under the Nebraska Community Development Law. The hearings will be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street in McCook, Nebraska, on December 9, 2019 at 5:15 P.M. for the McCook Planning Commission and on December 16, 2019 at 5:30 P.M. for the McCook City Council.

The purpose of the hearing is to receive comments on a proposal to declare portions of the City of McCook blighted and substandard for purposes of the Community Development Law. A map of the area affected is enclosed with this letter.

This notice is provided to your organization pursuant to law.

Respectfully,

Lea Ann Doak  
City Clerk-Treasurer

Enclosures



P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461

November 28, 2025

CERTIFIED MAIL

Board President  
McCook School District  
700 West 7<sup>th</sup> Street  
McCook, NE 69001

Enclosed, please find a copy of a published notice of public hearing on blight determinations under the Nebraska Community Development Law. The hearings will be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street in McCook, Nebraska, on December 8, 2025 at 5:15 P.M. for the McCook Planning Commission and on December 15, 2025 at 5:30 P.M. for the McCook City Council.

The purpose of the public hearing is to obtain public comment prior to consideration of the declaration of an area of the City as blighted and substandard and in need of redevelopment pursuant to the Nebraska Community Development Law. A copy of the blight and substandard study for Area #7 and Area #8 are available for public review at the office of the City Clerk.

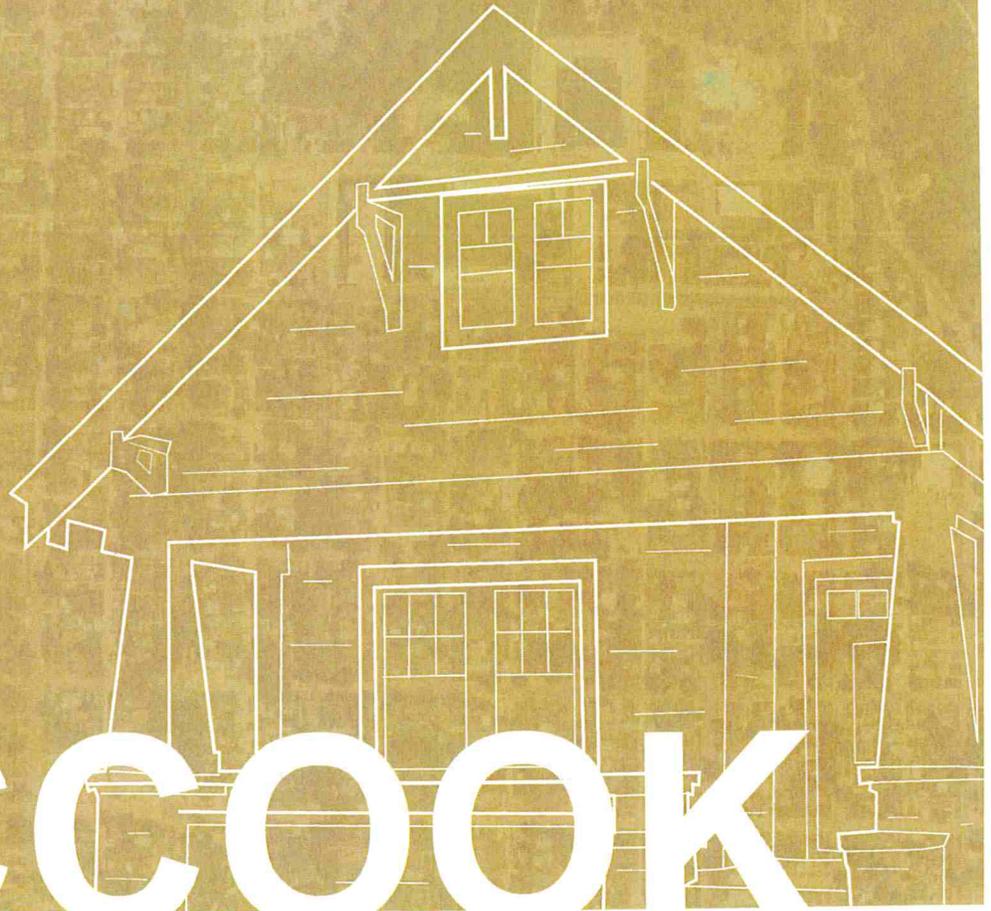
This notice is provided to your organization pursuant to law.

Respectfully,

Lea Ann Doak  
City Clerk-Treasurer

Enclosures

Project No. 200-G1-030



CITY OF

**MCCOOK**

**NEBRASKA**

**SUBSTANDARD & BLIGHT DETERMINATION**

*STUDY AREA #8*

October 2025

*Prepared by:*

**MA** **Miller & Associates**  
CONSULTING ENGINEERS, P.C.

1111 CENTRAL AVENUE, KEARNEY, NEBRASKA 68847

**EXHIBIT #5**

[www.miller-engineers.com](http://www.miller-engineers.com)

*phone:* 308-234-6456

**PAGE(S) - 19**

[jcombs@millers-engineers.com](mailto:jcombs@millers-engineers.com)

*fax:* 308-234-1146

# CONTENTS

<b>Section 1 — Introduction</b>	<b>2</b>
Redevelopment Study Area #8.....	2
Purpose of Study.....	3
What is Blight?.....	4
<b>Section 2 — Blight and Substandard Analysis</b>	<b>5</b>
Blight and Substandard Eligibility Analysis.....	5
Contributing Factors .....	6
Structure Age .....	7
Structure Condition.....	7
Lot Layout .....	7
Diversity of Ownership .....	7
Public Infrastructure Analysis .....	8
Soil Erosion .....	8
Undeveloped and Vacant Lots .....	8
Wastewater Utility Infrastructure .....	8
Fire Hydrant Protection and Water Infrastructure.....	8
Blight and Substandard Findings .....	9
General Redevelopment Plan.....	10
Recommendations .....	11
<b>Section 3 — References</b>	<b>12</b>
<b>Appendix A — Supporting Images</b>	<b>16</b>
Figure 1 - Overall Blight Map.....	13
Figure 2 - Location Map.....	14
Figure 3 -Study Area #8 Existing Conditions.....	15
Table 1 - Redevelopment Areas and Number of Acres in McCook, Nebraska .....	3
Table 2 - Population Totals 1880-2020 .....	6

# SECTION 1 — INTRODUCTION

## Redevelopment Study Area #8

The City of McCook, Nebraska contracted Miller & Associates to complete a Blighted and Substandard Study for Study Area #8. The legal description for Study Area #8 is described as follows.

A tract of land being part of, the Northeast Quarter (NE1/4) and the Southeast Quarter (SE1/4), of Section Twenty-four (24), Township Three (3) North, Range Thirty (30) West of the 6th Principal Meridian, Lot 1 and Lot 2, Block 1, Lashley-Tucker Subdivision, and Lot 2 and Lot 3, A.M. Bishop Addition, all in Red Willow County, Nebraska, and all more particularly described as follows:

Beginning at the Center 1/4 Corner of said Section 24; thence Northerly on the West line of the Northeast Quarter of said Section 24 to the North 1/4 Corner of said Section 24; thence East on the North line of said Northeast Quarter to the Northwest corner of a parcel described in Inst. No. 2016-00601 of the records to said Red Willow County; thence Southerly on the West line of said Inst. No. 2016-00601 to the Southwest Corner of said parcel; thence Easterly on the South line of said Inst. No. 2016-00601 to the West line of Four Corners Addition; thence Southerly on the West line of said Four Corners Addition to the North line of Bish Addition; thence Westerly on said North line of Bish Addition to the Northwest Corner of said Bish Addition; thence Southerly on the West line of said Bish Addition to the North line of a perpetual easement as described in A.M. Bishop Addition; thence Easterly on said North line of perpetual easement to the Southwest Corner of Block 1, of said A.M. Bishop Addition and the Northerly extension of the West line of the Replat of Block 17, Four Corners Addition; thence Southerly on the West line of said Block 17 to the South line of Drive 716; thence Westerly on the South line of said Drive 716 to the West line of the Southeast Quarter of said Section 24; thence North on said West line to the Point of Beginning. Containing 106.85 acres, more or less.

The study reasonably suggests Blighted and Substandard conditions exist as defined under the *Nebraska Community Development Law*. The use of *Community Development Law* provisions to assist with remedies and actions for the (re)development of the Study Area in McCook, Nebraska is warranted and essential. The conclusions presented in this Executive Summary are supported by the analysis and data included in the report titled “Substandard and Blight Determination for McCook, Nebraska.”

## Purpose of Study

The purpose of this study is to determine whether an area within the corporate limits of McCook, Nebraska qualifies as Blighted and Substandard within the definition set forth in the *Nebraska Community Development Law*.

*Nebraska Revised State Statute §18-2101.01* allows a municipality to declare that blight and substandard conditions exist. The statute reads:

The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements.

*Nebraska Revised State Statute §18-2103* also provides:

In no event shall a city of the metropolitan, primary, or first class designate more than 35 percent of the city as blighted, a city of the second class shall not designate an area larger than 50 percent of the city as blighted, and a village shall not designate an area larger than 100 percent of the village as blighted.

Including Study Area #8, the City of McCook remains beneath the 35 percent threshold for first class cities. With Study Area #8, a total of 1,474.82 acres is designated as blighted. Although, only 1,217.61 acres of the total blighted area are within McCook's corporate area which equals 33.1 percent. Study Area #8 is outside the corporate boundaries, in McCook's extra territorial jurisdiction (ETJ). (Figure 1).

**TABLE 1 - Redevelopment Areas and Number of Acres  
in McCook, Nebraska**

Redevelopment Area	Acres (Inside Corporate Limits)	Acres (Outside Corporate Limits)
1	30.13	—
2	263.69	—
3*	672.08	30.55
4*	13.60	—
5	169.65	5.26
6	41.97	114.61
7	26.49	—
8	—	106.85
<b>Total</b>	<b>1,217.61</b>	<b>257.21</b>

\* = Study area boundaries have been amended.  
McCook Corporate Boundaries = 3,678.82 Acres.

This study intends to provide the city’s elected officials a basis for determining whether blighted and substandard conditions exist within the City of McCook’s corporate limits. Through the process, the city attempts to eliminate economic and/or social concerns which are detrimental to public health, safety, morals, and general welfare of the entire community.

Findings of this blight and substandard study provide the structure of the redevelopment plan for the community. The redevelopment plan contains in accordance with provisions of *Nebraska Community Development Law* local objectives regarding appropriate land uses, improved traffic circulation, trails and bike paths, economic development activities, public infrastructure, public utilities, and other public improvements.

## What is Blight?

In this analysis, it is important to know and understand what is being discussed. In this case, neighborhoods showing social and physical decay are called blighted (or blight) areas (Berkman 1969; Thomlinson 1969). Chapin (1947) long ago referred to blight as both an “acute and crucial” problem. One that included not only the physical, social, and economic concerns (congestion, slums, declining property values) but also fundamental concerns that constitute a healthy and vibrant neighborhood or community. Kaplan *et al.* (2004) add that blight is a term often associated with inner-city housing. Much of the housing, for example, in the urban core was physically deteriorating prior to World War II. Those issues were exacerbated after World War II with the rapid increase in suburbanization.

Yet early on Chapin (1947) recognized as others did that the problem was not geographically limited to one area of the country, nor was it resigned to only large metropolitan regions. Smaller communities and even rural communities wrestled with—and continue to struggle—problems associated with blight as well. Eisenberg (2018) writes that vacant, abandoned, and dilapidated buildings plague rural communities across the country. Many small towns across the country are faced with difficult choices and have limited financial and/or legal measures to address issues related to blight, including safety, health, economics, aesthetics, and a general quality of life.

For decades legislation at both the state- and federal-level has attempted to deal with blight. Illinois, for instance, in 1947 passed the Blighted Areas Redevelopment Act (Berkman 1969). In that particular case, slum clearance was part of housing programs and redevelopment primarily in the Chicago metropolitan area. Just a few years later, the Housing Act of 1949 sought to address the problem on the national scale and demolition was the tool frequently used (Kaplan *et al.* 2004). The 1949 legislation provided a “mechanism by which public and private capital could collaborate in the elimination of certain forms of urban blight and the redevelopment of older sections of cities with more adequate housing” (Berkman 1969, 585). A few years later, the Federal Housing Act of 1954 broadened the scope even further, with a strong emphasis on public participation and rehabilitation for areas not deteriorated beyond restoration.

For decades eminent domain was used to at least attempt to alleviate the problems associated with blight (Kaplan *et al.* 2004; Pritchett 2003). With that, as certain areas were cleared, expansion of downtown anchors (hospitals or universities, for instance) often spilled into nearby blighted neighborhoods. In the 1960s and 1970s the term “urban redevelopment” caught hold. A term that is still in use today, urban development includes a variety of “tools” to assist communities dealing with blight. Rehabilitation remains a viable option for some blighted locations, for others it is not.

# SECTION 2 — BLIGHT & SUBSTANDARD ANALYSIS

## Blight and Substandard Eligibility Analysis

The evaluation that the City of McCook, Nebraska is eligible for a blight and substandard analysis was made on the basis that existing blighted and substandard factors must be present to an extent that would lead a reasonable person to conclude public intervention is appropriate and necessary to assist with any redevelopment activities.

Substandard areas are defined by *Nebraska Revised State Statute §18-2103.10* as areas in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of:

- Dilapidation or deterioration.
- Age or obsolescence.
- Inadequate provision for ventilation, light, air, sanitation, or open spaces.
- High density of population and overcrowding.
- The existence of conditions which endanger life or property by fire and other causes.
- Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, and is detrimental to the public health, safety, morals, or welfare.

Blighted areas are defined by *Nebraska Revised State Statute §18-2103.11* as areas which by reason of the presence of a substantial number of the following:

- Defective or inadequate street layout.
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
- Unsanitary or unsafe conditions.
- Deterioration of site or other improvements.
- Diversity of ownership.
- Tax or special assessment delinquency exceeding the fair value of the land.
- Defective or unusual conditions which endanger life or property by fire and other causes.
- Any combination of such factors, substantially impairs or arrests the sound growth of the community, slows the provision of housing accommodations or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use.

And in which there is at least one of the following conditions:

- Unemployment in the designated area is at least 120 percent of the state or national average.
- The average age of the residential or commercial units in the area is at least forty years.
- More than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time.
- The per capita income of the area is lower than the average per capita income of the city or city in which the area is designated.
- That the area has had either stable or decreasing population based on the last two decennial censuses.

Because of these definitions, Study Area #8 in the City of McCook, Nebraska’s ETJ was deemed eligible for a blight and substandard analysis and public intervention is appropriate or necessary to assist with redevelopment within the community.

## Contributing Factors

Table 2 provides population data for McCook, Nebraska and Red Willow County (Figure 2). McCook, Nebraska—named in honor of Alexander McDowell McCook who was a general in the Union Army during the Civil War—is located in southwest Nebraska in Red Willow County and registered 7,446 residents in the 2020 census (Table 2) (Perkey 1982). Originally platted by the Lincoln Land Company, McCook was organized in 1883 and at the first census in 1890 tallied 2,346 residents (Perkey 1982). McCook went on to peak in population in 1980 at 8,404 but has since lost 958 or 11.4 percent of its total population. Red Willow County has experienced a similar population trend (Table 2). The county peaked in population in 1930 at 13,859 citizens and has since declined to 10,702 in 2020 (-22.8 percent). Based on census data, population decline is a contributing blight factor for McCook.

**TABLE 2 - Population Totals 1880-2020**

Year	McCook	Red Willow County
1880	—	3,044
1890	2,346	8,837
1900	2,445	9,604
1910	3,765	11,056
1920	4,303	11,434
1930	6,688	13,859
1940	6,212	11,951
1950	7,678	12,977
1960	8,301	12,940
1970	8,285	12,191
1980	8,404	12,615
1990	8,112	11,705
2000	7,996	11,450
2010	7,698	11,055
2020	7,446	10,702

Source: Bureau of the Census, U.S. Federal Statistical System, [www.census.gov](http://www.census.gov).

## Structure Age

Structure obsolescence or age is a contributing factor of blighted and substandard conditions in Study Area #8. Even though over 100 acres in size, Study Area #8 has only five distinct properties and only one residential structure. Said residential structure was built in 1964.

## Structure Condition

Structure dilapidation, deterioration, and/or existence of conditions that endanger life or property by fire and other causes, or any combination of such factors, are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime and are detrimental to the public health, safety, morals, or welfare of the community. All are contributing factors of blighted and substandard conditions in the study area.

The structural survey inspected the exterior conditions through a “windshield survey.” Meaning that a structural survey only evaluated physical conditions of structures and immediate surroundings as visible from the public right-of-way.

Exterior conditions of structures were evaluated and rated in accordance with the following guidelines:

- Sound Condition—a unit that appears new or well maintained and structurally intact. The foundation appears structurally undamaged and has straight roof lines. Siding, windows, and doors are in good repair along with good exterior conditions. Minor problems such as small areas of peeling paint and/or other maintenance items are allowable under this category.
- Minor Repairs Needed—a unit that shows signs of deferred maintenance or that needs only one major component.
- Major Repairs Needed—a unit in need of replacement of one or more major components and other repairs.
- Dilapidated—a unit suffering from excessive neglect, where the building appears structurally unsound and maintenance is nonexistent, not fit for human habitation in its current condition, may be considered for demolition, or that major rehabilitation is required.

Study Area #8 contains five parcels. Of that total, 2 are listed as “Major Deficit” and the remaining 3 are categorized as “Minor Deficit.” Parcels throughout the area show signs of distress and demonstrate the need for either minor or major repairs (Appendix A—Supporting Images). Concerns include poor siding and roofing conditions, untended landscaping, deteriorated fencing in certain locations, drainage concerns, and overgrown vegetation.

## Lot Layout

Faulty lot layout in relation to size and other conditions is a contributing factor to blight. Though adequate in regard to size, the present layout in Study Area #8 presents accessibility and usefulness concerns (Figure 3). The present layout—which lacks appropriate land use planning—provides limited access for some lots which impedes potential development and growth of the study area.

## Diversity of Ownership

The study area comprises approximately 106.85 in McCook’s ETJ just northwest of the corporate boundaries. Ownership varies, with four different owners for the five parcels in Study Area #8.

## Public Infrastructure Analysis

This section analyzes the condition of water, sewer, sidewalks, streets, along with curb and gutter and stormwater drainage. These main components comprise public infrastructure in the study area. Public infrastructure, where possible, was analyzed and rated in a fashion similar to the structure conditions analysis.

### Soil Erosion

Study Area #8 shows signs of soil erosion as runoff from the entire study area flows north. If more intense development occurs in the future, curb and gutter infrastructure should be considered to control run-off (Appendix A—Supporting Images). The lack of stormwater infrastructure is evident throughout the area and will severely impede future development.

### Undeveloped and Vacant Lots

There are several undeveloped and/or vacant areas or lots in the study area which contribute to concerns related to accessibility, drainage, usefulness, and overall site deterioration. One of the parcels is listed as “agricultural land,” another has an older “farm utility building,” two have repair/service facilities, and one has a residential structure that was built in 1964 (Appendix A—Supporting Images).

### Wastewater Utility Infrastructure

Analysis of the public sanitary sewer system revealed an absence of existing sanitary sewer infrastructure within the study boundary. Development of Study Area #8 may cause additional wastewater utility infrastructure demands on the system and play a critical role in the development or growth of the area. Just east of Study Area #8 is the new sports complex/subdivision development which provides opportunities for gravity sanitary sewer within most of the study area if extended west of Highway 83 approximately 400 feet to the east edge of Study Area #8.

### Fire Hydrant Protection and Water Infrastructure

Existing 4” and 16” water main are located within approximately 400 feet of the property and would require a public infrastructure extension to serve Study Area #8. Fire protection and domestic service do not currently exist within Study Area #8 but would be required for development. To the east, the new sports complex along with commercial and residential development provides opportunities for redundant circulation if extended approximately 400 feet west of Highway 83. Note that water flow (gallons per minute) is an extremely important factor in determining appropriate distances between fire hydrants and structures. Study Area #8 may require a booster pumping station for domestic and fire protection, depending on future development requirements.

## Blight and Substandard Study Findings

Of the blighted factors set forth in the *Nebraska Community Development Law*, ten are present to a strong extent in the study area.

Blighted Conditions Present in the study area:

- Population decline.
- Substantial number of deteriorating structures.
- Unsanitary or unsafe conditions.
- Deterioration of site or other improvements.
- Defective or unusual conditions that endanger life or property by fire and other causes.
- Factors that substantially impair or arrest the sound growth of the community.
- Structures in the area at least forty years old.
- Faulty lot layout in relation to size and other conditions.
- Trash and other debris throughout the area.
- Economic or social liability detrimental to health, safety, and welfare of the community.

Substandard Conditions Present in the study area:

- Dilapidation, deterioration, old age, or obsolescence of structures.
- Existence of conditions that endanger life or property by fire and other causes.
- Property structures forty years or older.

Issues not included in the analysis due to a lack of data, confidentiality, and/or other potential disclosure concerns include the following:

- Tax delinquency greater than fair value of the land.
- Underemployment that equals 120 percent of the state or national average.
- Per capita income less than city-wide average.
- High population density or overcrowding.

## General Redevelopment Plan

*Nebraska Revised State Statute §18-2105* grants legal authority to the governing body to formulate a redevelopment program. The statute reads as follows:

The governing body of a city or an authority at its direction for the purposes of sections 18-2101 to 18-2144 may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning and occupancy controls and standards; the rehabilitation or conservation of substandard or blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof.

*Nebraska Revised State Statute §18-2111* requires the inclusion of a general planning element. The statute reads:

The authority may itself prepare or cause to be prepared a redevelopment plan or any person or agency, public or private, may submit such a plan to an authority. A redevelopment plan shall be sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in the redevelopment project area, and shall include without being limited to:

- The boundaries of the redevelopment project area, with a map showing the existing uses and condition of the real property therein.
- A land use plan showing proposed uses of the area.
- Information showing the standards of population densities, land coverage, and building intensities in the area after redevelopment.
- A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances.
- A site plan of the area.
- A statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment. Any redevelopment plan may include a proposal for the designation of an enhanced employment area.

A redevelopment plan should also demonstrate that proposed efforts align with the comprehensive development plan for the City of McCook, Nebraska. Also, a plan should demonstrate through its design and implementation the efficient use of public funds and the mitigation of blighted and substandard conditions.

## Recommendations

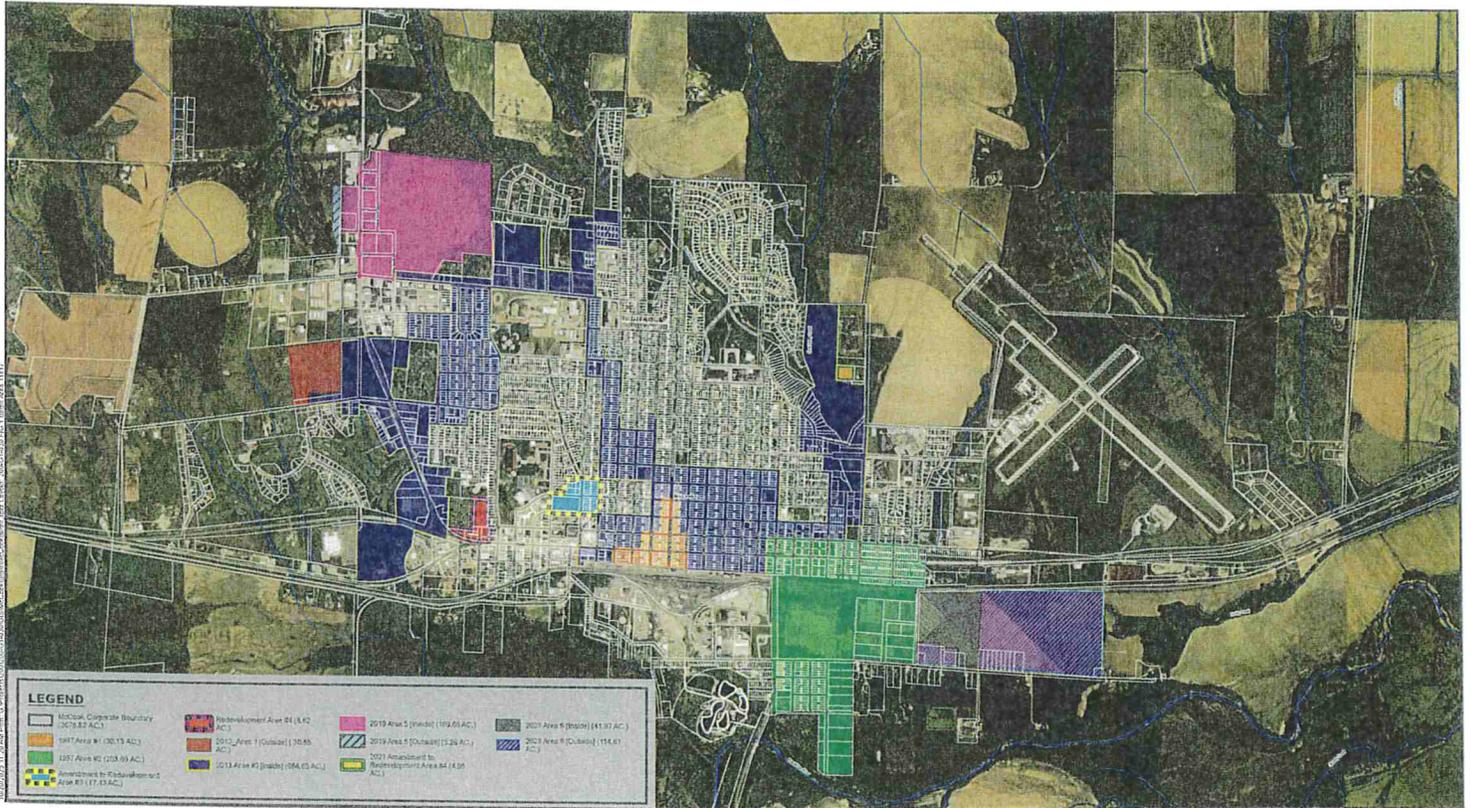
In determining whether or not any area is blighted and substandard, *Nebraska Community Development Law §18-2102* requires that the area's condition must be such that the remedy of the blighted and substandard conditions within the area be beyond the control of the city's use of regulatory control and exercise of police power and cannot be effectively dealt with by the ordinary operations of private enterprise without the aids provided under the law. McCook, Nebraska could deem public intervention as essential or appropriate. For this reason, each factor being evaluated in the context of the extent of its presence and the combined impact of all factors found in Study Area #8, this study finds that public intervention is needed for redevelopment efforts.

This blighted and substandard conditions evaluation indicates that McCook, Nebraska can and should encourage long-term improvements within the study area. Improvements and conditions can be accomplished through applications of zoning regulations, nuisance abatement, infrastructure improvements, pedestrian accessibility improvements, dilapidated building demolition, rehabilitation, and debris removal. Increasing taxes or assessments, however, to achieve these goals would be problematic for area residents.

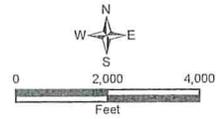
As a result, the community cannot achieve improvements without aid made available through the *Community Development Law*. In summary, if blighted and substandard conditions were remedied within a reasonable time, redevelopment of the area would improve the economic climate and prevent further decline of the study area. Working to remedy and repair blighted and substandard conditions has been determined to be essential, warranted, and vital to the area's redevelopment. One development option to consider is Tax Increment Financing or TIF. TIF is an economic development tool available to communities throughout Nebraska. For TIF to be utilized, a blight and substandard study must first be completed. This study accomplishes that and demonstrates the need for and redevelopment potential of Study Area #8 in McCook, Nebraska.

## SECTION 3 — REFERENCES

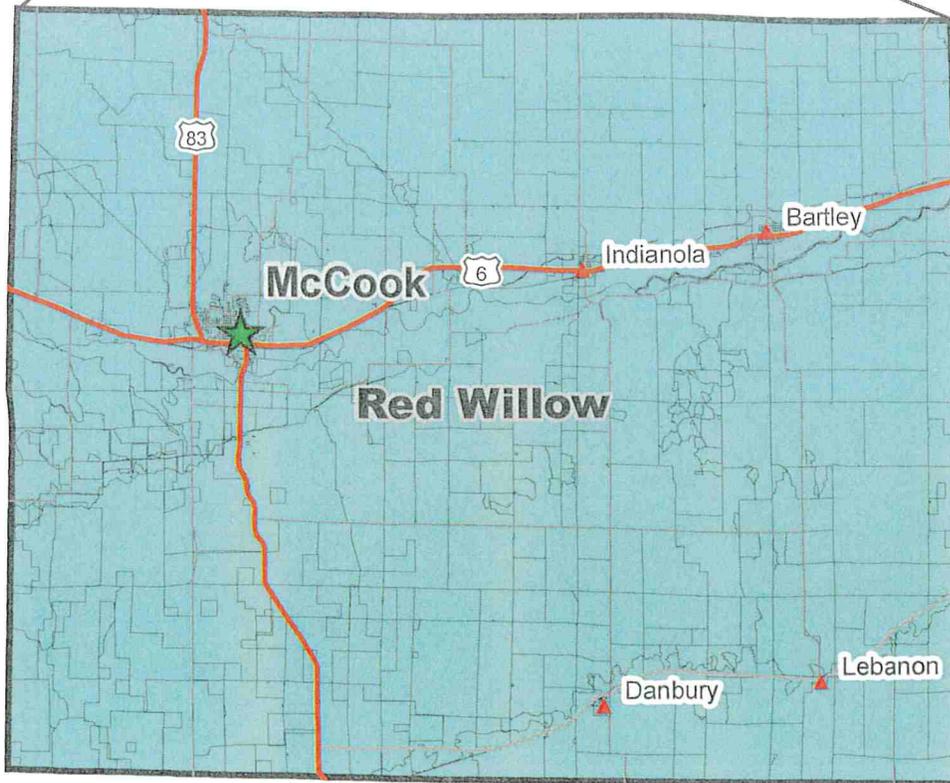
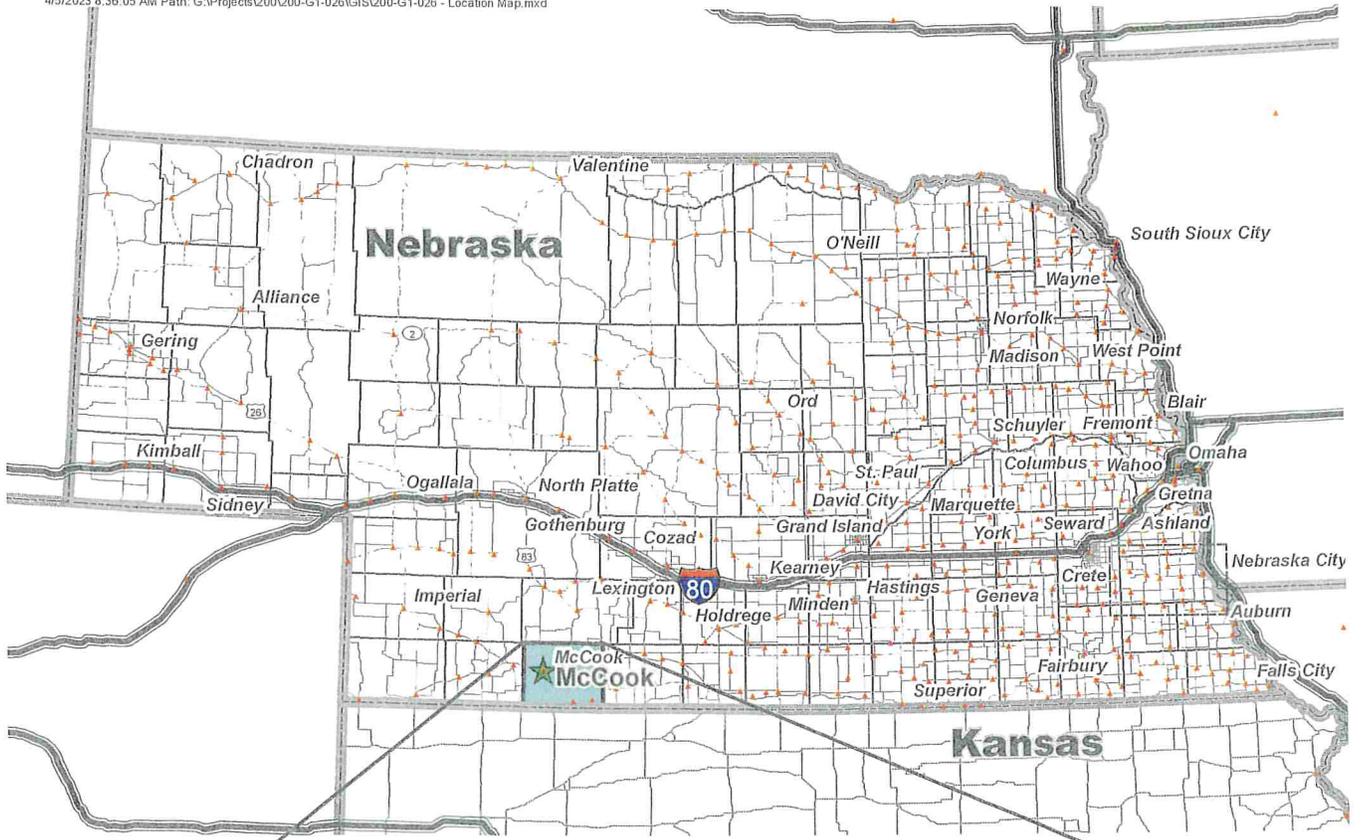
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**Figure 1**  
**Overall Blight Map**  
 McCook, Nebraska



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**Figure 2**  
**Location Map**

Prepared By:



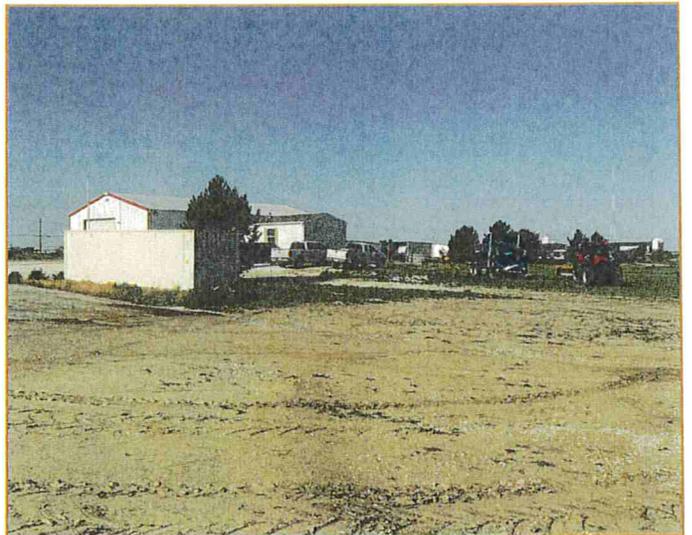
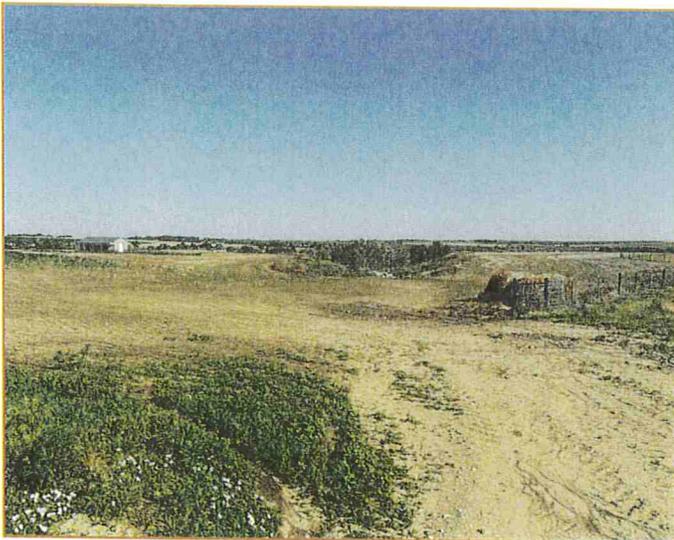
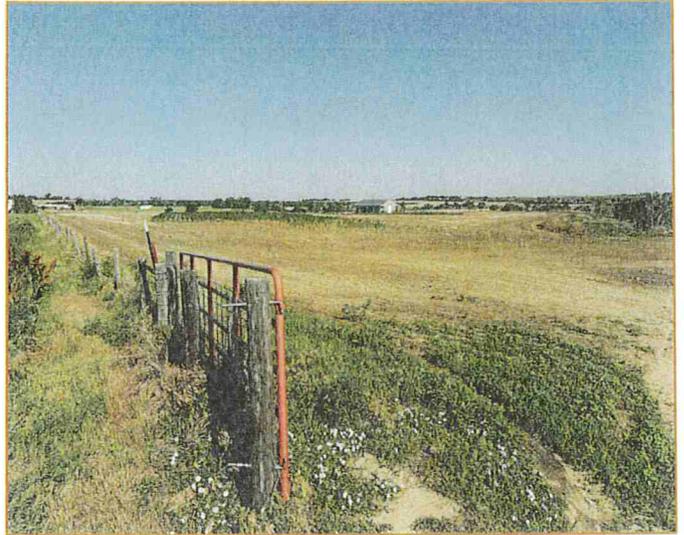
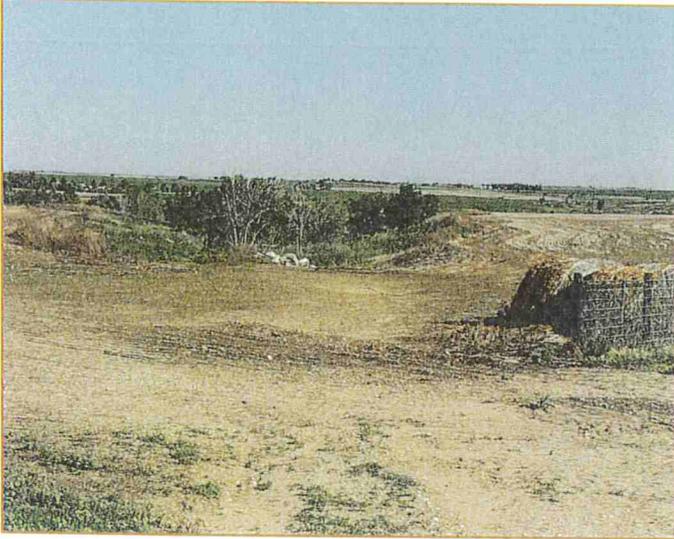
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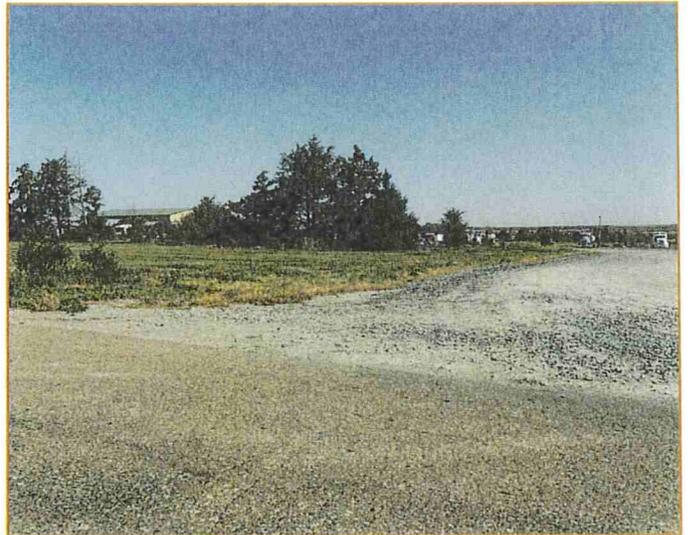
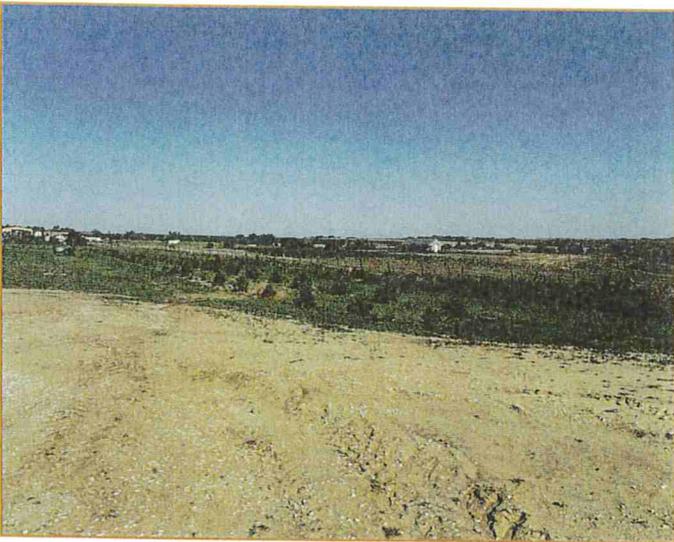
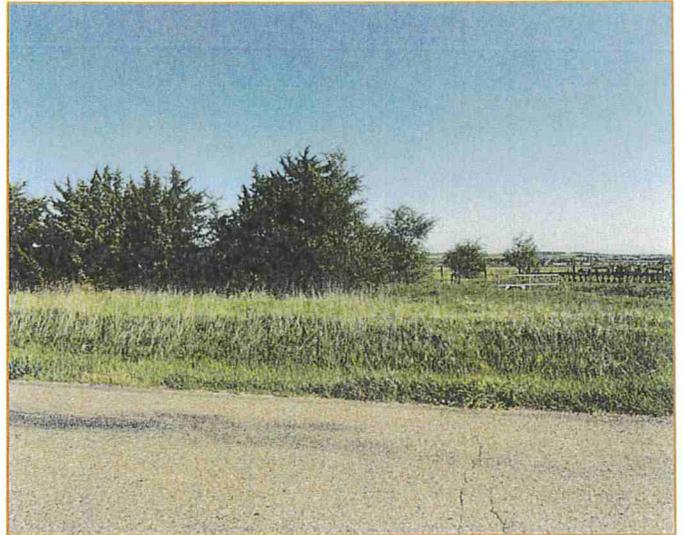
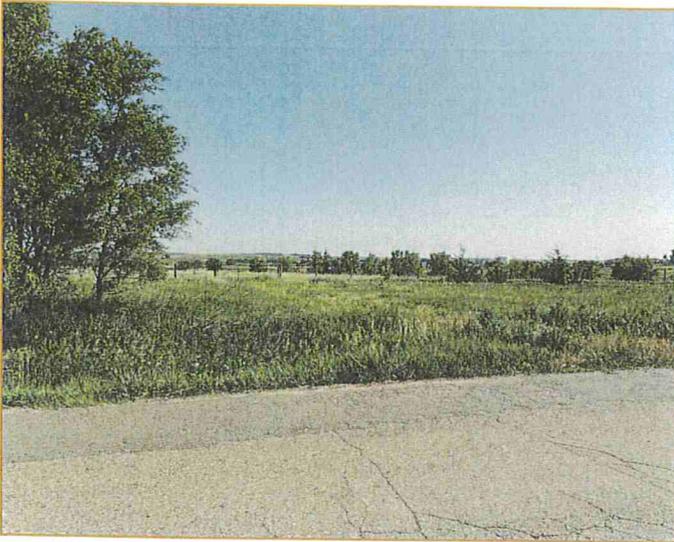
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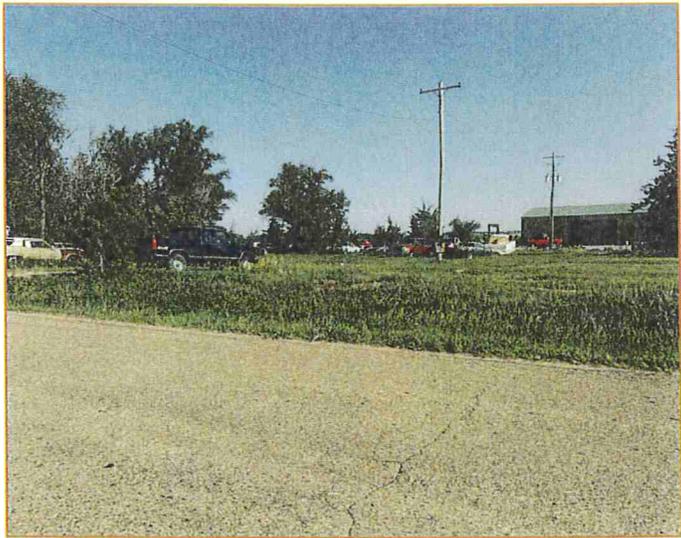
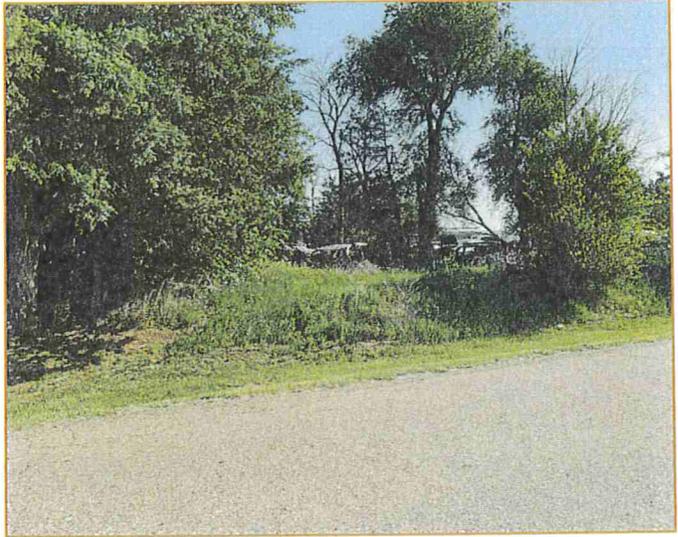
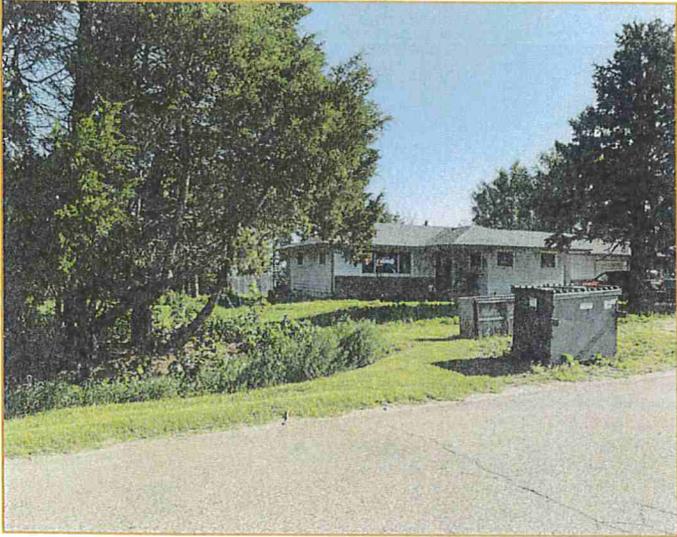


**Figure 3**  
**Study Area #8 Existing Conditions**

# APPENDIX A — SUPPORTING IMAGES







PLANNING COMMISSION  
CITY OF MCCOOK, NEBRASKA

RESOLUTION NO. PC 2025-04  
(Redevelopment Area #8)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MCCOOK, NEBRASKA, MAKING A RECOMMENDATION TO THE CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, TO CREATE REDEVELOPMENT AREA #8 OF THE CITY OF MCCOOK.

RECITALS

A. The City Council of the City of McCook, Nebraska has submitted the question of whether Redevelopment Area #8 should be created and declared as blighted and substandard and in need of redevelopment pursuant to the Nebraska Redevelopment Law.

B. Notice of public hearing regarding the question of whether the creation of Redevelopment Area #8 should be recommended to the City Council and ultimately be adopted and approved by the City was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.

C. On December 8, 2025, the Planning Commission held a public hearing relating to the question of whether the creation of Redevelopment Area #8 should be recommended to the City Council and ultimately be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

D. The Planning Commission has reviewed Redevelopment Area #8 and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found and recommended by the Planning Commission of the City of McCook, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), as follows:

1. Based on the criteria set forth in the Blight and Substandard Study, it is reasonably necessary to create Redevelopment Area #8 to accomplish the implementation of the CDA's existing plan for redevelopment.

2. Redevelopment Area #8 will, in accordance with the present and future needs of the City of McCook, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.

3. Redevelopment Area #8 is in conformance with the general plan for development of the City of McCook as a whole, as set forth in the City of McCook Comprehensive Plan, as amended.

**EXHIBIT #6**

**PAGE(S) - 2**

BE IT RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Planning Commission does hereby recommend approval of Redevelopment Area #8 by the City Council as the governing body for the City of McCook.

Passed and approved by the Planning Commission on this 8<sup>th</sup> day of December, 2025.

PLANNING COMMISSION OF  
THE CITY OF MCCOOK, NEBRASKA

By: \_\_\_\_\_  
Chad Lyons, Chair

ATTEST:

By: \_\_\_\_\_  
Camy Bradley, Secretary

McCook Planning Commission  
December 8, 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 Kelly Hammerlun, Bruce McDowell, Jesse Stevens, Kurt Vosburg.

Absent: Commissioners Camy Bradley, Matt Davidson, Jamie Mockry, 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 December 5, 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.

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 November 10, 2025 regular Planning Commission meeting.

Motion to approve the minutes of the November 10, 2025 regular Planning Commission meeting. This motion, made by Chad Lyons and seconded by Tammie Hilker, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding a request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC, seeking approval for a vacation and final plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC, seeking approval of a vacation and final plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska

**EXHIBIT #7**

**PAGE(S) - 6**

(located north of West S Street and west of West 7th Street), with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Jesse Stevens, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 8, 2025 Planning Commission meeting (1 page); Exhibit #2 - Notice of Public Hearing published (1 page); Exhibit #3 - Notice of Public Hearing mailed and posted (1 page); Exhibit #4 - listing of property owners notified of public hearing (1 page); Exhibit #5 - Vacation Application (1 page); Exhibit #6 - letters from property owners approving the vacation (2 pages); Exhibit #7 - Legal Description of the proposed vacation (2 pages); Exhibit #8 - Joint Tenancy Warranty Deeds (16 pages); Exhibit #9 - Utility Confirmations (2 pages); Exhibit #10 - Notice of Public Hearing published (1 page); Exhibit #11 - Notice of Public Hearing mailed and posted (1 page); Exhibit #12 - listing of property owners notified of public hearing (1 page); Exhibit #13 - Second North Pointe Final Plat and proposed and existing utilities (3 pages); Exhibit #14 - legal description of the proposed subdivision (1 page); and Exhibit #15 - Land Use Action Request Form and attachments (10 pages).

City Manager Schneider reviewed the information presented in Exhibit 1.

Amanda Engell, MEDC Housing Director, and Greg Wolford, W Design Associates, were present to address the request and answer questions from the Council.

With no one else 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 Kurt Vosburg, passed.  
Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2.B. Recommend to the McCook City Council approval of a vacation of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recommend to the McCook City Council approval of a vacation of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street). This motion, made by Chad Lyons and seconded by Kurt Vosburg, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

- 2.C. Recommend to the McCook City Council approval of a final plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recommend to the McCook City Council approval of a final plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street). This motion, made by Chad Lyons and seconded by Kelly Hammerlun, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

- 2.D. Public Hearing - Regarding a Blight and Substandard Study for Redevelopment Area #7, comprised of a tract of land being part of Lot 2, all Lot 3, Dillman's First Addition, part of 16th Street East, part of Airport Road, part of the Northwest Quarter of Section 28, Township 3 North, Range 29 West of the 6th P.M., Block 7, Block 8, Block 21, part of 14th Street East, Lots 7-12, Block 22, Brown's Park Addition, Part of Vacated 13th Street East, part of 12th Street East, part of 11th Street East and Lot 6, Block 8, Tenth Addition, all located in McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding a Blight and Substandard Study for Redevelopment Area #7, comprised of a tract of land being part of Lot 2, all Lot 3, Dillman's First Addition, part of 16th Street East, part of Airport Road, part of the Northwest Quarter of Section 28, Township 3 North, Range 29 West of the 6th P.M., Block 7, Block 8, Block 21, part of 14th Street East, Lots 7-12, Block 22, Brown's Park Addition, Part of Vacated 13th Street East, part of 12th Street East, part of 11th Street East and Lot 6, Block 8, Tenth Addition, all located in 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.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 8, 2025 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 pages); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages); Exhibit #5 - Blight & Substandard Study for Redevelopment Area #7 (22 pages); and Exhibit #6 - proposed Resolution No. PC 2025-03 (2 pages).

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

Craig Bennett and Jason Combs, Miller and Associates, presented and reviewed with the Commission the Blight and Substandard Study for Redevelopment Area #7.

With no one else 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 Kurt Vosburg, passed. Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2.E. Approve Resolution No. PC 2025-03 accepting the Blight and Substandard Study for Redevelopment Area #7 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #7.

Motion to approve Resolution No. PC 2025-03 accepting the Blight and Substandard Study for Redevelopment Area #7 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #7. This motion, made by Chad Lyons and seconded by Jesse Stevens, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2.F. Public Hearing - Regarding a Blight and Substandard Study for Redevelopment Area #8, comprised of a tract of land being part of the Northeast Quarter and the Southeast Quarter of Section 24, Township 3 North, Range 30 West of the 6th P.M., Lot 1 and Lot 2, Block 1, Lashley-Tucker Subdivision, and Lot 2 and Lot 3, A.M. Bishop Addition, all in Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding a Blight and Substandard Study for Redevelopment Area #8, comprised of a tract of land being part of the Northeast Quarter and the Southeast Quarter of Section 24, Township 3 North, Range 30 West of the 6th P.M., Lot 1 and Lot 2, Block 1, Lashley-Tucker Subdivision, and Lot 2 and Lot 3, A.M. Bishop Addition, all in Red Willow County, Nebraska. with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Tammie Hilker, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 8, 2025 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 pages); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages);

Exhibit #5 - Blight & Substandard Study for Redevelopment Area #8 (19 pages); and Exhibit #6 - proposed Resolution No. PC 2025-04 (2 pages).

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

Craig Bennett and Jason Combs, Miller and Associates, presented and reviewed with the Commission the Blight and Substandard Study for Redevelopment Area #8.

With no one else 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 Kelly Hammerlun, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA

YEA: 6, NAY: 0, ABSENT: 4

2.G. Approve Resolution No. PC 2025-04 accepting the Blight and Substandard Study for Redevelopment Area #8 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #8.

Motion to approve Resolution No. PC 2025-04 accepting the Blight and Substandard Study for Redevelopment Area #8 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #8. This motion, made by Chad Lyons and seconded by Kurt Vosburg, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA

YEA: 6, NAY: 0, ABSENT: 4

2.H. Review and discuss the proposed Public Use District (P), Floodway Overlay District (FW), and Planned Development District (PD) proposed in the City of McCook's new zoning regulations.

Staff reviewed and discussion was had regarding the Public Use District (P), Floodway Overlay District (FW), and Planned Development District (PD) proposed in the City of McCook's new zoning regulations.

At the January 12 meeting, the commission will review the Supplementary Regulations article through Parking, Storage or Use of Major Recreation Equipment and Enclosed Trailers.

2.I. Update and discussion regarding the City of McCook's progress on a new Comprehensive Plan.

Staff reviewed and discussion was had regarding the City of McCook's progress on the new Comprehensive Plan.

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 6:49 P.M.

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Lea Ann Doak, City Clerk-Treasurer  
and Recording Secretary

**CITY OF MCCOOK, NEBRASKA**  
**RESOLUTION NO. 2025-41**  
(Creation of Redevelopment Area #8)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCOOK,  
NEBRASKA, APPROVING THE CREATION OF REDEVELOPMENT AREA #8  
FOR THE CITY OF MCCOOK, NEBRASKA.**

RECITALS

- A. The Community Development Agency of the City of McCook (“CDA”) has recommended that Redevelopment Area #8 for the City of McCook should be created. (the “Property”).
- B. The proposed Redevelopment Area #8 is on file and available for public inspection with the McCook City Clerk.
- C. The CDA submitted the question of whether the creation of Redevelopment Area #8 should be recommended to the City Council to the Planning Commission of the City of McCook.
- D. The Planning Commission recommended the approval of Redevelopment Area #8.
- E. Notice of public hearing regarding the adoption and approval of Redevelopment Area #8 by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.
- F. On December 15, 2025, the City Council held a public hearing relating to the question of whether Redevelopment Area #8 should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.
- G. The City Council has reviewed Redevelopment Area #8, the recommendations of the Planning Commission and CDA, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, be it resolved by the City Council of the City of McCook, Nebraska, that pursuant to the criteria set forth in the study for Redevelopment Area #8, it is reasonably necessary to add the to accomplish the implementation of the CDA’s existing plan for redevelopment.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, Redevelopment Area #8 is hereby approved and adopted by the City Council as the governing body for the City of McCook.

Dated this 15<sup>th</sup> day of December, 2025.

CITY OF MCCOOK, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 CITY COUNCIL MEETING**

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**ITEM:**        4.A.

Approve the minutes of the December 1, 2025 regular City Council meeting.

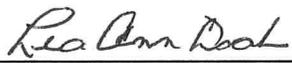
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**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 10, 2025

McCook City Council  
December 1, 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, Jared Muehlenkamp, Darcy Rambali.

Absent: Councilmember Jerry Calvin.

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

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

City Officials present: City Manager Nate Schneider, City Attorney Nate Mustion, City Clerk Lea Ann Doak, Utilities Director Pat Fawver, and Senior Services Director Beth Siegfried.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on November 25, 2025, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

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

#### **1. Announcements & Recognitions.**

Utilities Director Fawver gave an update of recent repairs on the deep injection well. The project involved seven contractors in multiple states, and the estimated seven - eight days for completion, turned into fourteen days. Mr. Fawver introduced and thanked Water-Treatment Operator Michael Stark who oversaw the project on site.

City Manager Schneider informed the Council of a Planning Commission meeting scheduled for December 8, 2025 at 5:15 P.M.; the MEDC, Chamber of Commerce, and City of McCook Mixer will be held on December 2, 2025 at the Keystone, beginning at 5:30 P.M.; a Ribbon Cutting Ceremony will be held on December 6, 2025 at noon for the inclusive playground at Kelley Park; the Noel on Norris events begin at 3:00 P.M. in Norris Park on December 6, 2025 with the Christmas Light parade starting at 6:00 P.M.; and tours of the new youth sports complex are scheduled for December 9, 2025 beginning at 4:30 P.M.

Mayor announced that she received a thank-you from the “Share the Heat” board for the contribution of Community Betterment Funds to offset the cost of rental fees for their use of the Heritage Senior Center.

## **2. Consent Agenda.**

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

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

- 2.A. Approve the minutes of the November 17, 2025 regular City Council meeting.
- 2.B. Accept the minutes of the Library Advisory Board dated March 13, 2025 and September 10, 2025 and the Housing Agency Board of Commissioners dated July 23, 2025, July 30, 2025, August 27, 2025, September 24, 2025 and October 22, 2025.
- 2.C. Approve and authorize the Mayor to sign a grant acceptance form for a grant awarded to the City of McCook by the McCook Community Foundation fund in the amount of \$500,000.00 for the PFC Gerald L. Walters Youth Sports Complex.
- 2.D. Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2026 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.
- 2.E. Approve Resolution No. 2025-38 approving the rescinding of a portion of Resolution No. 2025-11 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by West Central Nebraska Development District (WCNDD) and as declared in the Resolution.

## **3. Regular Agenda.**

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

City Manager Schneider gave an update on the youth sports complex project. Bond Anticipation Notes in the amount of \$5,500,000 are scheduled to be sold on December 9, with closing on December 18, 2025.

3.B. Presentation regarding proposed ACE fund policy.

City Manager Schneider reviewed the proposed policy and Councilmember Weedon gave an update of what ACE is and what the funds have been used for.

It was the consensus of the Council to have the policy brought to the December 15, 2025 meeting for the consideration.

3.C. Presentation by staff of a proposed City of McCook donation policy.

City Manager Schneider reviewed the proposed policy .

It was the consensus of the Council to have the policy brought to the December 15, 2025 meeting for the consideration.

3.D. Council Comments.

Mayor Taylor welcomed the High School students attending the meeting.

**Adjournment.**

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:02 P.M.

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Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 MCCOOK CITY COUNCIL MEETING**

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**ITEM 4.B.** Receive and file the City Attorney Fee Agreement and Authority to Represent between the City of McCook and Nathaniel J. Mustion, City Attorney.

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**BACKGROUND:**

The City of McCook has contracted with Nathaniel J. Mustion to serve as its City Attorney since 2015, with the current contract between the parties dating back to 2016, with one amendment having been made in January of 2022. Mr. Mustion has served the City of McCook well during the term of the contract. During the past 4 years, the agreement has not been modified and Mr. Mustion's contracted hourly fee has remained the same. Mr. Mustion has requested that the contracted hourly fee be modified to account for inflation. The current rate established in the agreement is \$150 per hour. McCook's City Manager Nate Schneider has reviewed city attorney rates from other similarly situated communities, and based upon the data, asserts that a rate adjustment is warranted. The parties agree that a rate adjustment from \$150 per hour to \$200 per hour is agreeable. At \$200 per hour, Mr. Mustion is discounting his established rate to accommodate the City of McCook's budget. The amended agreement will be subject to a 2 year term. All of the other terms of the agreement shall remain the same.

Per the McCook Code of Ordinances, Section 30.036, the City Attorney is appointed by the City Manager. As a services contract, the City Manager has the authority to enter into the contract for legal services unilaterally. This item has been included as an agenda item to keep the City Council and public informed of the changes to the agreement.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 10, 2025

  
\_\_\_\_\_  
Nate Schneider, City Manager

December 10, 2025

## CITY ATTORNEY AGREEMENT

This Agreement is entered this \_\_\_\_\_ day of December, 2025, by and between the City of McCook, Nebraska, a City of the First Class (“City”), and Nathaniel J. Mustion, Attorney at Law, of Mousel, Brooks, Schneider, Mustion & Shifflet, PC, LLO, 101 West C Street, McCook, NE 69001 (“Attorney”).

1. Term: This Agreement commences on December 15, 2025, and continues for two (2) years, through December 14, 2027, unless earlier terminated under Section 12.  
Upon expiration of the initial two-year term, this Agreement shall automatically renew for successive one-year terms on the same terms and conditions unless either party provides written notice of intent not to renew at least thirty (30) days prior to the expiration of the then-current term. Such renewal shall not require further City Council approval unless otherwise required by law.
2. Appointment; Scope of Services: The City retains Attorney to serve as City Attorney. Attorney shall:
  - 2.1. Attend all regular and special City Council meetings;
  - 2.2. Attend Planning Commission, Board of Zoning Adjustment, and Department Head meetings;
  - 2.3. Draft, review, and approve ordinances, resolutions, contracts, deeds, easements, leases, interlocal agreements, and other legal instruments;
  - 2.4. Provide oral and written legal opinions;
  - 2.5. Represent City in administrative proceedings and litigation (civil or ordinance enforcement) as directed by City;
  - 2.6. Perform other legal services customarily provided by a Nebraska city attorney.
3. Standards of Performance; Conflicts: Attorney shall perform services timely, competently, and in accordance with the Nebraska Rules of Professional Conduct. Attorney shall disclose and manage conflicts consistent with those rules and shall not represent a party adverse to City without City’s informed written consent.
4. Direction and Supervision: Attorney shall perform all duties and responsibilities set forth in this Agreement and in applicable law under the direction and supervision of the City Manager. The Attorney shall keep the City Manager reasonably informed regarding all matters in which the City is represented, shall coordinate legal services through the City Manager unless otherwise directed, and shall follow the City Manager’s directives regarding priorities, workflow, and the handling of legal matters, except where such direction would conflict with the City Attorney’s ethical or legal obligations under Nebraska law or the Nebraska Rules of Professional Conduct.

5. Compensation; Billing; Research Subscription:

5.1. City shall pay \$200.00 per hour for Attorney time. Time is billed in 0.1 hour (6-minute) increments.

5.2. Attorney will submit monthly itemized invoices; City shall pay within 30 days.

5.3. No initial retainer is required.

5.4. City agrees to pay for Attorney's subscription to LexisNexis or Westlaw at \$793.00 per month, adjusted as needed to reflect vendor price increases during the term. The subscription cost shall appear as a separate line item on monthly invoices.

5.5. Routine office overhead is included in the hourly rate. City shall reimburse extraordinary costs reasonably incurred for City matters (filing fees, publication, service, transcripts, expert fees) when pre-approved by the City Manager.

5.6. Local travel within McCook is included. Travel outside City limits at City request is reimbursed at the IRS standard mileage rate plus actual lodging/airfare if pre-approved.

6. Meetings & Availability: Attorney (or a designated attorney from his firm when necessary) will attend the meetings listed above and remain reasonably available to City officials for day-to-day legal consultation by phone, email, or in person.

7. Records; Work Product; Public Records: Files and documents generated for City are City property. Upon request or termination, Attorney shall deliver non-privileged City records, subject to Attorney's right to retain copies and internal work product. Attorney shall preserve attorney-client privilege and confidentiality. Attorney will assist City with Public Records and Open Meetings compliance upon request.

8. Insurance: Attorney shall maintain professional liability insurance of not less than \$1,000,000 per claim and provide proof upon request.

9. Independent Contractor: Attorney is an independent contractor, not a City employee. No benefits, withholdings, or authority to bind City exist except as expressly authorized by City.

10. Termination: Either party may terminate this Agreement upon thirty (30) days' written notice to the other party, including written notice of intent not to renew under Paragraph 1. City shall pay all earned fees and approved expenses through the effective date of termination.

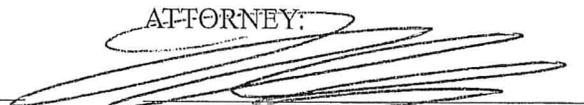
11. Entire Agreement; Amendment; Severability; Governing Law: This Agreement is the entire agreement, superseding all prior understandings. Amendments must be in writing signed by both parties. If any provision is invalid, the remainder remains enforceable. Nebraska law governs; venue lies in Red Willow County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY:

  
City Manager

ATTORNEY:

  
Nathaniel J. Mustion

MOUSEL, BROOKS, SCHNEIDER, MUSTION & SHIFFLET, P.C., L.L.O.  
ATTORNEYS & COUNSELORS AT LAW

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RONALD D. MOUSEL (1940-2009)  
J. BRYANT BROOKS  
NATHAN A. SCHNEIDER  
NATHANIEL J. MUSTION  
LISA M. SHIFFLET  
JOHN F. HANSON (OF COUNSEL)

101 WEST C STREET  
MCCOOK, NE 69001  
TEL: (308) 345-1600  
FAX: (308) 345-1602  
info@mbgslaw.com

November 10, 2025

McCook City Council  
City of McCook  
505 West C Street  
McCook, Nebraska 69001

Re: Request for Adjustment of Hourly Rate – City Attorney Services

Dear Mayor and Members of the City Council:

I have had the privilege of serving as City Attorney for the City of McCook since 2014. When I first assumed the role, the hourly rate for legal services was \$125 per hour. I last entered into a new agreement with the City effective January 1, 2022, which was set for a one-year term.

Since that time, my firm has adjusted its rates to reflect the increasing costs of providing professional legal services. Beginning in 2023, our firm's standard hourly rate for our other municipal clients has been \$200 per hour. My current rate for non-municipal clients is \$250 per hour and will increase to \$300 per hour on January 1, 2026.

I am respectfully requesting that my compensation for work as City Attorney be adjusted to \$200 per hour—the same rate we charge our other municipal clients. This rate more accurately reflects the time, expertise, and resources dedicated to the City's legal matters. During my tenure, I have handled a broad range of complex legal work for the City, including foreclosure of special assessments, drafting ordinances and contracts, and, most recently, prosecuting litigation involving zoning enforcement. I make it a priority to complete projects promptly and often rearrange other client matters or hearings to ensure the City's needs are met first.

The City of McCook has always been a "first among equals" in my client base. I take great pride in serving as your City Attorney and hope to continue doing so for years to come. However, the practical reality is that my hourly rate must keep pace with rising costs in order for me to continue providing the level of service the City deserves and has come to expect.

Thank you for your consideration of this request and for the continued trust you have placed in me.

Respectfully submitted,

A handwritten signature in black ink, consisting of several overlapping, fluid loops and a long horizontal stroke at the end.

Nathaniel J. Mustion  
City Attorney  
Mousel, Brooks, Schneider,  
Mustion & Shifflet, PC, LLO

**FIRST AMENDMENT TO THE  
FEE AGREEMENT AND AUTHORITY TO REPRESENT**

The City of McCook, the undersigned client (hereinafter referred to as "I," "me" or the "Client"), does hereby retain and employ Nathaniel J. Mustion, and his law firm, Mousel, Brooks, Schneider, Mustion, & Shifflet, P.C., L.L.O. (hereinafter referred to as "Attorney"), as its Attorney to represent it in connection with the following matters:

To serve as McCook City Attorney under the direction of the City Manager. The duties of McCook City Attorney will include, but not be limited to, prosecuting all municipal citations and attending all city council meetings, planning commission meetings and board of zoning and adjustment meetings.

1. **ATTORNEY'S FEES.** As compensation for legal services provided under this Agreement, Client agrees to pay Attorney as follows:

**Hourly Fee**

Client agrees to pay Attorney's Fees at the rate of \$150.00 per hour. Client agrees that time is billed in increments of 6 minutes.

Client agrees to pay all invoices submitted by the firm within 30 days of receipt. Client agrees that, pursuant to this Agreement, Attorney shall have, in addition to other rights, the right to withdraw as Client's Attorney based on Client's failure substantially to fulfill an obligation to Attorney.

It is understood and agreed that Attorney is authorized, with Client's prior knowledge and written consent, to employ other attorneys to work on Client's legal matters under this Agreement. Said additional attorney's fees shall be paid solely by Client

2. **COSTS AND EXPENSES.** In addition to paying Attorney's fees, Client agrees to pay all costs and expenses in connection with Attorney's handling of Client's legal matters under this Agreement. These costs may include (but are not limited to) the following: postage, publication costs, subpoena costs, court costs, sheriff's and service fees. If any of these costs can be billed directly to the Client, they should be so billed and the Client shall be responsible for timely paying the expense upon the Client receiving notice of it. However, if the expense cannot be billed directly to the Client, the Attorney shall pay the expense and the Client shall be responsible for timely reimbursing the Attorney upon the Attorney's presentation of proof of payment to the Client.
3. **NO GUARANTEE.** Client acknowledges that Attorney has made no promise or guarantee regarding the outcome of Client's legal matter. In fact, Attorney has advised Client that litigation in general is risky, can take a long time, can be very costly and can be very frustrating. Client further acknowledges that Attorney shall have the right to cancel this Agreement and withdraw from this matter if, in Attorney's professional opinion, the matter does not have merit, Client does not have a reasonably good possibility of recovery, Client refuses to follow the recommendations of Attorney and/or Client fails to abide by the terms of this Agreement and/or if the Attorney's continued representation would result in a violation of the Rules of

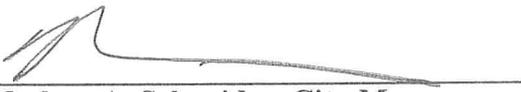
Professional conduct, or at any other time as or permitted under by the Rules of Professional Conduct.

4. **NEBRASKA LAW.** This Agreement shall be governed by Nebraska law.
5. **TERMS OF AGREEMENT.** This agreement shall become effective January 1, 2022 and shall terminate September 30, 2023. Notwithstanding termination of agreement is subject to provisions of Section 6. **TERMINATION OF REPRESENTATION.**
6. **TERMINATION OF REPRESENTATION.** Client understands that Client has the right to terminate the representation upon written notice to that effect. Client understands that Client will be responsible for any fees or costs incurred prior to the discharge or termination. At that time of any termination in the representation, Client understands that Client will be given an accounting for all fees, expenses and costs.
7. **ENTIRE AGREEMENT.** Client has read this Agreement in its entirety and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between Attorney and Client. This Agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

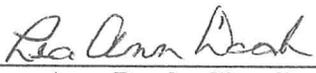
This agreement is executed by the undersigned Client, on this 15<sup>th</sup> day of January, 2022.

**CITY OF MCCOOK, NEBRASKA**

By:

  
Nathan A. Schneider, City Manager

**ATTEST:**

  
Lea Ann Doak, City Clerk

The foregoing agreement is hereby accepted on this 19<sup>th</sup> day of January, 2022.

**ATTORNEY:**

  
Nathaniel J. Mustion

## **Fee Agreement and Authority to Represent**

The City of McCook, the undersigned client (hereinafter referred to as "I," "me" or the "Client"), does hereby retain and employ Nathaniel J. Mustion, and his law firm, Mousel, Brooks, Schneider & Mustion, P.C., L.L.O. (hereinafter referred to as "Attorney"), as its Attorney to represent it in connection with the following matters:

To serve as McCook City Attorney under the direction of the City Manager and City Clerk. The duties of McCook City Attorney will include, but not be limited to, prosecuting all municipal citations and attending all city council meetings, planning commission meetings and board of zoning and adjustment meetings.

1. **ATTORNEY'S FEES.** As compensation for legal services provided under this Agreement, Client agrees to pay Attorney as follows:

### **Hourly Fee**

Client agrees to pay Attorney's Fees at the rate of \$125.00 per hour. Client agrees that time is billed in increments of 6 minutes.

Client agrees to pay all invoices submitted by the firm within 30 days of receipt. Client agrees that, pursuant to this Agreement, Attorney shall have, in addition to other rights, the right to withdraw as Client's Attorney based on Client's failure substantially to fulfill an obligation to Attorney.

It is understood and agreed that Attorney is authorized, with Client's prior knowledge and written consent, to employ other attorneys to work on Client's legal matters under this Agreement. Said additional attorney's fees shall be paid solely by Client

2. **COSTS AND EXPENSES.** In addition to paying Attorney's fees, Client agrees to pay all costs and expenses in connection with Attorney's handling of Client's legal matters under this Agreement. These costs may include (but are not limited to) the following: postage, publication costs, subpoena costs, court costs, sheriff's and service fees. If any of these costs can be billed directly to the Client, they should be so billed and the Client shall be responsible for timely paying the expense upon the Client receiving notice of it. However, if the expense cannot be billed directly to the Client, the Attorney shall pay the expense and the Client shall be responsible for timely reimbursing the Attorney upon the Attorney's presentation of proof of payment to the Client.
3. **NO GUARANTEE.** Client acknowledges that Attorney has made no promise or guarantee regarding the outcome of Client's legal matter. In fact, Attorney has advised Client that litigation in general is risky, can take a long time, can be very costly and can be very frustrating. Client further acknowledges that Attorney shall have the right to cancel this Agreement and withdraw from this matter if, in Attorney's professional opinion, the matter does not have merit, Client does not have a reasonably good possibility of recovery, Client refuses to follow the recommendations of Attorney and/or

Client fails to abide by the terms of this Agreement and/or if the Attorney's continued representation would result in a violation of the Rules of Professional conduct, or at any other time as or permitted under by the Rules of Professional Conduct.

4. **NEBRASKA LAW.** This Agreement shall be governed by Nebraska law.
5. **TERMINATION OF REPRESENTATION.** Client understands that Client has the right to terminate the representation upon written notice to that effect. Client understands that Client will be responsible for any fees or costs incurred prior to the discharge or termination. At that time of any termination in the representation, Client understands that Client will be given an accounting for all fees, expenses and costs.
6. **ENTIRE AGREEMENT.** Client has read this Agreement in its entirety and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between Attorney and Client. This Agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

This agreement is executed by the undersigned Client, on this 15<sup>th</sup> day of August, 2016.

CITY OF MCCOOK, NEBRASKA

By:   
Nathan A. Schneider, City Manager

ATTEST:

  
Lea Ann Doak, City Clerk

The foregoing agreement is hereby accepted on this 9<sup>th</sup> day of Sept., 2016.

ATTORNEY:   
Nathaniel J. Mustion

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 CITY COUNCIL MEETING**

---

**ITEM:**          **4.C.**  

**RECOMMENDATION:**

**Authorize the Mayor to sign the Certificate of Compliance for the 2025 Maintenance Agreement between the City of McCook and the Nebraska Department of Transportation.**

---

**BACKGROUND:**

The City of McCook is responsible for the surface maintenance of all State of Nebraska highways located within the City limits. This document certifies that all roadway surface maintenance has been accomplished as per terms of the maintenance agreement between the City of McCook and the Nebraska Department of Roads.

**FISCAL  
IMPACT:**    None.

**APPROVALS:**

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Director

December 10, 2025

  
\_\_\_\_\_  
Nate Schneider, City Manager

December 10, 2025

# CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 17 QE 2251 Supp 3  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of McCook  
Municipal Extensions in McCook

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Kurt Vosburg, Department of Transportation, McCook, Nebraska.

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*City Clerk* *Mayor/Designee*

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

\_\_\_\_\_  
*District Engineer, Department of Transportation*

For Office Use Only	
Agreement No.:	_____
Pay/Bill Code:	_____
Contractor No.:	_____
Amount:	\$ _____

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 CITY COUNCIL MEETING**

---

**ITEM:**        4.D.

**RECOMMENDATION:**

**Approve the renewal of maintenance agreement No. 17 between the Nebraska Department of Transportation and the Municipality of McCook and authorize the Mayor to sign.**

---

**BACKGROUND:**

This agreement outlines the maintenance responsibilities of both the City of McCook and the Nebraska Department of Roads concerning Highways 6 & 34 and Highway 83. The Nebraska Department of Roads is responsible for 10.66 lane miles within the corporate city limits of McCook and pays the the City of McCook an amount of \$2,090.00 per lane mile for the maintenance of these miles. This amounts to an annual payment of \$22,279.40. This amount is \$639.60 less than last year due to the State using a new 3 year state average.

**FISCAL**

**IMPACT:**     \$639.60 more than last year.

**APPROVALS:**

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Director

December 10, 2025

  
\_\_\_\_\_  
Nate Schneider, City Manager

December 10, 2025



# AGREEMENT RENEWAL

Maintenance Agreement No. 17  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of McCook  
Municipal Extensions in McCook

We hereby agree that Maintenance Agreement No. 17 described above be renewed for  
the period January 1, 2026 to December 31, 2026.

All figures, terms and exhibits to remain in effect as per the original agreement dated  
January 1, 2022, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by  
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST: City of \_\_\_\_\_ McCook \_\_\_\_\_

\_\_\_\_\_  
*City Clerk/Witness*

\_\_\_\_\_  
*Mayor/Designee*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST: State of Nebraska

\_\_\_\_\_  
*District Engineer, Department of Transportation*

# NEBRASKA

Good Life. Great Journey.

**DEPARTMENT OF TRANSPORTATION**

Attachment "A"

**MAINTENANCE OPERATION AND RESPONSIBILITY**

*Municipal extensions and connecting links*

(Streets Designated Part of the State Highway System excluding Freeways)

*Maintenance Responsibility  
Neb. Rev. Stat. § 39-2105*

<u>Maintenance Operation</u> <i>Neb. Rev. Stat. § 39-1339</i>	<i>Metropolitan Cities (Omaha)</i>	<i>Primary Cities (Lincoln)</i>	<i>1st Class Cities</i>	<i>2nd Class Cities &amp; Villages</i>
<i>Surface Maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.</i>	<i>Department</i>	<i>Department</i>	<i>Department</i>	<i>Department</i>
<i>Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>City</i>
<i>Surface maintenance on parking inns.</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>Department</i>
<i>Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>City or Village</i>
<i>Mowing of the right-of-way, right-of-way maintenance and snow removal.</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>City or Village</i>
<i>Bridges from abutment to abutment, except appurtenances.</i>	<i>Department</i>	<i>Department</i>	<i>Department</i>	<i>Department</i>

*Maintenance Responsibility  
Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121*

<u>Maintenance Operation</u> <i>Neb. Rev. Stat. § 39-1339</i>	<i>Metropolitan Cities (Omaha)</i>	<i>Primary Cities (Lincoln)</i>	<i>1st Class Cities &gt; 40,000</i>	<i>1st Class Cities &lt; 40,000</i>	<i>2nd Class Cities</i>
<i>Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>Department</i>	<i>Department</i>
<i>Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>City</i>
<i>Maintenance and associated power coils of traffic signals and roadway lighting as referred to in original project agreement.</i>					
<i>Procurement, installation and maintenance of guide and route marker signs</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>Department</i>	<i>Department</i>
<i>Procurement, installation and maintenance of regulatory and warning signs.</i>	<i>City</i>	<i>City</i>	<i>City</i>	<i>Department</i>	<i>Department</i>



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: MCCOOK

Date: 11/12/25

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.66 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,090.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:  
 10.66 lane miles x \$2,090.00 per lane mile = \$22,279.40.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:  
 \_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (Explain)

ATTACHMENT "C"

City of MCCOOK

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339  
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF POST		LENGTH IN MILES	WIDTH OF STREET	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO					STATE	CITY
W. City Limit to West Walmart Dr	6	84.38	84.78	0.40		2	0.80	0.80	0.00
West Walmart Dr to Jct	6	84.78	85.17	0.39		3	1.17	0.78	0.39
Taper (4-lane to 2-lane) East To Jct. US-83	6	85.17	85.23	0.06		5	0.30	0.12	0.18
Equation	6	85.23	85.34	0.11		0	0.00	0.00	0.00
Jct. US-83 to East 7 <sup>th</sup> ST	6	85.34	86.84	1.50		5	7.50	3.00	4.50
East 7 <sup>th</sup> St to East City Limits	6	86.84	87.59	0.75		4	3.00	1.50	1.50
South City Limit to East Jct	83	13.82	14.42	0.60		4	2.40	1.20	1.20
West Jct. US-6/34 & US-83 North to end of Divided Hwy	83	15.86	16.14	0.28		4	1.12	0.56	0.56
End of Divided Hwy to Taper (5-lane to 3-lane)	83	16.14	17.26	1.12		5	5.60	2.24	3.36
Taper (5-lane to 3-lane) North to North City Limits	83	17.26	17.49	0.23		3	0.69	0.46	0.23
<b>TOTALS</b>				5.52			22.58	10.66	11.92

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 CITY COUNCIL MEETING**

---

**ITEM:**        4.E.

Receive and file the claims for the month of November 2025 and published December 12, 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

December 11, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

December 11, 2025

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager

December 11, 2025

CITY OF MCCOOK  
CLAIMS FOR NOVEMBER 2025

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

7D-LOCKSHOP-S 804.10; 911 CUSTOM, LLC-S 143.00; ACE-S 1771.16, SC 3.99; AKRS-CO 21300.00, S 1266.72; AMERICAN AG LAB-SC 502.00; AMERICAN CEMENTING-CO 16586.12; AMERICAN ELECTRIC-S 101.80; AMERITAS-CLAIMS-SC 5680.27; AMERITAS DENTAL-SC 74.21; AMGL PC-SC 10000.00; ANYTIME TRI-STATE TOWING-SC 200.00; APPLIANCE REPAIR TAG-S 188.95; AR MISC-S 1214.88; ARNOLD MOTOR SUPPLY-S 382.29; ARROW CAR WASH-S 18.68; AT&T-SC 446.24; AURORA COOP-S 12583.68; AVFUEL CORP-S 25853.05; BENCHMARK GOV'T-SC 531.10; BLACK HILLS ENERGY-SC 3090.88, S 174.88; BOMGAARS-S 483.37; BROWN'S SHOE FIT-S 149.99; BRYANT APPLIANCE REPAIR-S 339.00, SC 151.00; BW TELCOM-SC 144.14; C&K-S 307.38; CAMBRIDGE TELEPHONE-SC 234.12; CAROLINA SOFTWARE-S 725.05; CARQUEST-S 2516.09; CASH WA-S 9290.97; CATERPILLAR FINANCE-CO 62305.31; CENTURY LINK-SC 969.71; CITY OF MCCOOK-PS 264585.75; CITY OF MCCOOK INJ WELL-BT 1349.99; CITY SELF INS-BT 200191.50; SALES TAX-BT 46755.05; TRANSFER STATION-S 3173.08; UTILITIES-SC 14591.49; CORNHUSKER-SC 1886.50; CROELL-CO 4843.00; D&S HARDWARE-SC 114.88, S 1111.94; DAS ACCT-SC 1074.04, S 66.00; DEVENY -S 3660.67; DIAMOND VOGEL-S 23.73; EAKES-S 366.21; ELLERBROCK-NORRIS-SC 237094.75; FBI-SC 300.00; FICA-PS 24387.78; FLOYD'S TRUCK CENTER-S 1641.04; FRONTIER COMMUNICATIONS-SC 34.19; GALLS-S 351.84; GARRISONS-S 985.00; GPM ENVIRONMENTAL-S 672.00; GRAHAM TIRE-S 7609.94; GRAINGER-S 18.05; GREAT PLAINS COMM-SC 3310.20, S175.08; HANCOCK LUMBER-S 457.91; HENNING BROS-SC 59.00; HIGH PLAINS RADIO-SC 63.00; HINKLE TERMITE & PEST-S 1574.00; HOLIDAY INN-SC 318.00; HOMETOWN LEASING-SC 858.90; HONORBOUND IT-S 300.00; IDEAL LINEN-S 235.51; IMAGE TREND, INC.-SC 2137.50; INDELCO PLASTICS-S 355.66; INTERNATIONAL ASSOCIATION-SC 270.00; J BAR J LANDFILL-SC 84232.23; JASPER ENG & EQ-S 2806.83; JUNIOR LIBRARY GUILD-S 2024.44; K & C GRAIN-S 43069.85; L. KINNE-S 200.00; KLX ENERGY SRVS-CO 60581.43; KOHLER TRAILER SALES-SC 7825.40; LONM-SC 640.00; LIFE-ASSIST-S 294.42; LYNN PEAVEY CO-S 47.81; MACQUEEN EQ -S 796.42; MALLECK OIL-S 420.30; MARC-S 151.38; MAMMOTH SPORTS CONSTRUCTION-SC 40000.00, CO 2002035.70; MARIS CONST-CO S 282.46; MATHESON-LINWELD-S 213.38; MATTERPORT-SC 852.00; MCCOOK CONCRETE-S 1194.60; MC GAZETTE-SC 1090.10, S 12.69; MC HUMANE SOCIETY-S 5091.17; MPPD-SC 546.65; MPS-SC 600.00; MCNET -SC 109.90; MEAD- S 803.65; MEDC-SC 22533.33; MEDICARE-PS 6675.83;

MICHAEL TODD IND-SC 868.75, S 1004.18; MICROMARKETING-S 2733.98; MIDAMERICA BOOKS-S 586.25; MIDWEST CONNECT-S 324.30, SC 2378.43; MILLER & ASSOC.-SC 1420.00; B. MINTLING-S 3226.50; MOUSEL, BROOKS, SCHNEIDER, MUSTION, SCHIFFLET-SC 3745.50; MUNICIPAL SUPPLY-SC 1228.94; NE DEPT REV SALES TAX-SC 14687.68; NE LAW ENFORCEMENT-SC 75.00; NEBRASKA LIFE PUBLISHING-S 52.00; NEBRASKALAND TIRE-S 558.82; NEBRASKA MACHINERY-SC 1743.88; NICK'S DIST-S 382.13; NPPD-SC 33335.55, S 425.28; O'REILLY AUTO PARTS-S 83.76; Z. OLIVER-S 5890.00; ONE BILLING SOLUTIONS-SC 3228.07; ONE CALL-SC 149.35; PAULSEN-S 439.68; PETROTEK-CO 22952.80; PINPOINT COMM-SC 69.99; POLYDYNE-S 1620.00; PYE-BARKER FIRE & SAFETY-S 612.00; QUALITY URGENT CARE-SC 150.00; QUILL-S 84.13; RAKA RENTALS-CO 3359.20; RWCO TREASURER-SC 150.00; RWCO CLERK-SC 2349.18; S. RENNER-SC 52.89; RUGGLES TRAILER-S 25.00; RUTT'S HEATING-S 1744.50; SOUTHWEST FARM & AUTO-S 639.31; T STEWART-S 4560.00; TASTE OF HOME-S 85.96; TIM BRADLEY ELEC-S 281.93; TITAN MACHINERY-S 826.47; TRAVELERS-SC 4197.25, S 5600.00; TREE REBATE-S 435.00; TRI AIR TESTING-SC 246.00; UMR-SC 274085.08; UNION BANK AND TRUST-CO 28365.64; US FOODS-S 871.62; UTILITY REFUNDS-S 1386.96; VERIZON-SC 2598.96; VOLZ- S 470.96; WAGNER CHEVROLET-S 750.00; WAGNER FORD-S 800.22; WALMART-S 989.37; WEATHERCRAFT-SC 2422.00, CO 51800.00; WEX BANK-S 12629.13; WILLOW LANE EDUCATION-S 85.96; WITMER PUBLIC SAFETY-S 198.36; ZOLL-SC 1020.00, S 339.87

-s-Lea Ann Doak, City Clerk

PUBLISH: DECEMBER 12, 2025

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 CITY COUNCIL MEETING**

---

**ITEM:** 4.F.

**RECOMMENDATION:**

Accept the minutes of the July 29, 2025 Senior Center Advisory Board and the November 17, 2025 Planning Commission meetings.

---

**BACKGROUND:**

Accept minutes from various board and commission meetings.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 11, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

December 11, 2025

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager

December 11, 2025

Heritage Senior Center  
 1312 West 5th St  
 McCook NE 69001  
 Advisory Board Minutes  
 July 29, 2025

A copy of the Open Meetings Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10:00am and are open to the public.

- Meeting was called to order by President Dan Stramel

**Roll Call**

- Milton Duffield P      Ron Jacobs P      Mary Keslin A      Natalie Mickey A  
 Bob Pantenburg P      Dan Stramel P      Beth Siegfried P      John Zlomke P

- Approval of minutes:

The Minutes from the April 15th 2025 meeting were approved by a motion made by John Zlomke and seconded by Milton Duffield. Motion carried.

**Open Forum**

No discussion

**Statistics**

*Public Transit*

	<i>Riders</i>	<i>Miles</i>	<i>Different Riders</i>	<i>Wheel Chai</i>	<i>Days</i>
<i>April</i>	512	1477	54	17	22
<i>May</i>	531	1447	65	17	21
<i>June</i>	582	1477	56	17	21
<i>Overall,</i>	1625	<i>94 more than last quarter</i>			
<i>Average</i>	542	<i>100 more than last quarter</i>		<i>6 days more than last quarter</i>	

**Meals at Center**

	<i>Congregate</i>	<i>Home Delivered Meals</i>	<i>Curb Side</i>	<i>Days</i>
<i>April</i>	1158	1473	773	22
<i>May</i>	1144	1434	721	21
<i>June</i>	1082	1423	709	21
<i>Overall,</i>	2893	3940	1890	
<i>Average</i>	964 (50 a day)	1313 (68 a day)	630 (33 a day)	

*Total Meals April 3404    average 150 meals a day*  
*Total Meals May 3299    average 157 meals a day*  
*Total Meals June 3214    average 153 meals a day*  
**Total meals 9917    average 155 meals a day 5 more than last quarter**

**Old Business**

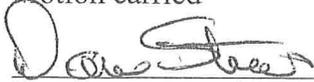
- Discussed New Ford Transit and how it has to be configured to haul wheel chairs, also had to modify exhaust tip so that it doesn't melt the plastic body skirt.
- Looking at the last three months statistics for April, May, and June Numbers were up on meals and rides
- Beth will take a request to the City Council sometime in August to increase the price of the meals served. Home Deliver and Carry would go to \$4.25, Congregate Meals would go to \$4.00. Under 12 would go to \$4.00 and 12 to 60 would go to \$10.00 if approved.
- Floor installation will begin August 4th starting in the men's restroom
- The Supplemental agreement to finish out the 24-25 budget for Transit ws approved by the council on August 4th. The Transit contract for funding for the fiscal year t25-26 had to be amended was approved at the July 7th City Council meeting

• **New Business:**

- Volunteer lunch will be combined with the Birthday lunch on September 26th.
- Mike Towery will participate in the annual Transit Roadeo I Kearney in September.

- With the new legislation that was passed Beth will have to attend a special meeting in North Platte October 21 for Kitchen Managers and take at test.
- The overall cost of food has risen especially beef prices so 4% was added to our food budget
- Think about potential board member for our Advisory Board
- Next Advisory Board meeting will be October 28, 2025
- A motion was made by John Zlomke to adjourn the meeting with a second from Bob Pantenburg

Motion carried



Dan Stramel President



~~John Zlomke Secretary~~

Milton Duffied acting Secretary

McCook Planning Commission  
December 8, 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 Kelly Hammerlun, Bruce McDowell, Jesse Stevens, Kurt Vosburg.

Absent: Commissioners Camy Bradley, Matt Davidson, Jamie Mockry, 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 December 5, 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.

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 November 10, 2025 regular Planning Commission meeting.

Motion to approve the minutes of the November 10, 2025 regular Planning Commission meeting. This motion, made by Chad Lyons and seconded by Tammie Hilker, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding a request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC, seeking approval for a vacation and final plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request from MEDC, W.A.G.S. Properties, L.L.C., and NML, LLC, seeking approval of a vacation and final plat for property located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska

(located north of West S Street and west of West 7th Street), with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Jesse Stevens, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 8, 2025 Planning Commission meeting (1 page); Exhibit #2 - Notice of Public Hearing published (1 page); Exhibit #3 - Notice of Public Hearing mailed and posted (1 page); Exhibit #4 - listing of property owners notified of public hearing (1 page); Exhibit #5 - Vacation Application (1 page); Exhibit #6 - letters from property owners approving the vacation (2 pages); Exhibit #7 - Legal Description of the proposed vacation (2 pages); Exhibit #8 - Joint Tenancy Warranty Deeds (16 pages); Exhibit #9 - Utility Confirmations (2 pages); Exhibit #10 - Notice of Public Hearing published (1 page); Exhibit #11 - Notice of Public Hearing mailed and posted (1 page); Exhibit #12 - listing of property owners notified of public hearing (1 page); Exhibit #13 - Second North Pointe Final Plat and proposed and existing utilities (3 pages); Exhibit #14 - legal description of the proposed subdivision (1 page); and Exhibit #15 - Land Use Action Request Form and attachments (10 pages).

City Manager Schneider reviewed the information presented in Exhibit 1.

Amanda Engell, MEDC Housing Director, and Greg Wolford, W Design Associates, were present to address the request and answer questions from the Council.

With no one else 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 Kurt Vosburg, passed.  
Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2.B. Recommend to the McCook City Council approval of a vacation of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recommend to the McCook City Council approval of a vacation of land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street). This motion, made by Chad Lyons and seconded by Kurt Vosburg, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

- 2.C. Recommend to the McCook City Council approval of a final plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street).

Motion to recommend to the McCook City Council approval of a final plat of land to be known as the Second North Pointe Addition, said land located in the NE 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in Red Willow County, Nebraska (located north of West S Street and west of West 7th Street). This motion, made by Chad Lyons and seconded by Kelly Hammerlun, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

- 2.D. Public Hearing - Regarding a Blight and Substandard Study for Redevelopment Area #7, comprised of a tract of land being part of Lot 2, all Lot 3, Dillman's First Addition, part of 16th Street East, part of Airport Road, part of the Northwest Quarter of Section 28, Township 3 North, Range 29 West of the 6th P.M., Block 7, Block 8, Block 21, part of 14th Street East, Lots 7-12, Block 22, Brown's Park Addition, Part of Vacated 13th Street East, part of 12th Street East, part of 11th Street East and Lot 6, Block 8, Tenth Addition, all located in McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding a Blight and Substandard Study for Redevelopment Area #7, comprised of a tract of land being part of Lot 2, all Lot 3, Dillman's First Addition, part of 16th Street East, part of Airport Road, part of the Northwest Quarter of Section 28, Township 3 North, Range 29 West of the 6th P.M., Block 7, Block 8, Block 21, part of 14th Street East, Lots 7-12, Block 22, Brown's Park Addition, Part of Vacated 13th Street East, part of 12th Street East, part of 11th Street East and Lot 6, Block 8, Tenth Addition, all located in 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.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 8, 2025 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 pages); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages); Exhibit #5 - Blight & Substandard Study for Redevelopment Area #7 (22 pages); and Exhibit #6 - proposed Resolution No. PC 2025-03 (2 pages).

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

Craig Bennett and Jason Combs, Miller and Associates, presented and reviewed with the Commission the Blight and Substandard Study for Redevelopment Area #7.

With no one else 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 Kurt Vosburg, passed. Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2.E. Approve Resolution No. PC 2025-03 accepting the Blight and Substandard Study for Redevelopment Area #7 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #7.

Motion to approve Resolution No. PC 2025-03 accepting the Blight and Substandard Study for Redevelopment Area #7 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #7. This motion, made by Chad Lyons and seconded by Jesse Stevens, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

2.F. Public Hearing - Regarding a Blight and Substandard Study for Redevelopment Area #8, comprised of a tract of land being part of the Northeast Quarter and the Southeast Quarter of Section 24, Township 3 North, Range 30 West of the 6th P.M., Lot 1 and Lot 2, Block 1, Lashley-Tucker Subdivision, and Lot 2 and Lot 3, A.M. Bishop Addition, all in Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment regarding a Blight and Substandard Study for Redevelopment Area #8, comprised of a tract of land being part of the Northeast Quarter and the Southeast Quarter of Section 24, Township 3 North, Range 30 West of the 6th P.M., Lot 1 and Lot 2, Block 1, Lashley-Tucker Subdivision, and Lot 2 and Lot 3, A.M. Bishop Addition, all in Red Willow County, Nebraska. with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Tammie Hilker, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA  
YEA: 6, NAY: 0, ABSENT: 4

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 8, 2025 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 pages); Exhibit #3 - listing of Public Entities who received Notice of Public Hearing (1 page); Exhibit #4 - copies of letter to Public Entities receiving Notice of Public Hearing (5 pages);

Exhibit #5 - Blight & Substandard Study for Redevelopment Area #8 (19 pages); and Exhibit #6 - proposed Resolution No. PC 2025-04 (2 pages).

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

Craig Bennett and Jason Combs, Miller and Associates, presented and reviewed with the Commission the Blight and Substandard Study for Redevelopment Area #8.

With no one else 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 Kelly Hammerlun, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA

YEA: 6, NAY: 0, ABSENT: 4

2.G. Approve Resolution No. PC 2025-04 accepting the Blight and Substandard Study for Redevelopment Area #8 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #8.

Motion to approve Resolution No. PC 2025-04 accepting the Blight and Substandard Study for Redevelopment Area #8 and recommending acceptance by the McCook City Council of said Blight and Substandard Study for the creation of Redevelopment Area #8. This motion, made by Chad Lyons and seconded by Kurt Vosburg, passed.

Camy Bradley: ABSENT, Matt Davidson: ABSENT, Bobby Gaulke: ABSENT, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, McDowell: YEA, Jamie Mockry: ABSENT, Jesse Stevens: YEA, Kurt Vosburg: YEA

YEA: 6, NAY: 0, ABSENT: 4

2.H. Review and discuss the proposed Public Use District (P), Floodway Overlay District (FW), and Planned Development District (PD) proposed in the City of McCook's new zoning regulations.

Staff reviewed and discussion was had regarding the Public Use District (P), Floodway Overlay District (FW), and Planned Development District (PD) proposed in the City of McCook's new zoning regulations.

At the January 12 meeting, the commission will review the Supplementary Regulations article through Parking, Storage or Use of Major Recreation Equipment and Enclosed Trailers.

2.I. Update and discussion regarding the City of McCook's progress on a new Comprehensive Plan.

Staff reviewed and discussion was had regarding the City of McCook's progress on the new Comprehensive Plan.

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 6:49 P.M.

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Lea Ann Doak, City Clerk-Treasurer  
and Recording Secretary

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 CITY COUNCIL MEETING**

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**ITEM:**        **4.G.**

Receive and file the 2025/2026 Council Radio Show Schedule.

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**BACKGROUND:**

Copy of schedule attached.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 11, 2025

**RADIO SHOW SCHEDULE  
2026/2026**

12/2025	Rambali
12/2025	Taylor
01/2026	Muehlenkamp
01/2026	Weedin
02/2026	Calvin
02/2026	Rambali
03/2026	Taylor
03/2026	Muehlenkamp
04/2026	Weedin
04/2026	Calvin
05/2026	Rambali
05/2026	Taylor
06/2026	Muehlenkamp
06/2026	Weedin
07/2026	Calvin
07/2026	Rambali
08/2026	Taylor
08/2026	Muehlenkamp
09/2026	Weedin
09/2026	Calvin
10/2026	Rambali
10/2026	Taylor
11/2026	Muehlenkamp
11/2026	Weedin
12/2026	Calvin
12/2026	Rambali
01/2027	Taylor
01/2027	Muehlenkamp
02/2027	Weedin
02/2027	Calvin

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 MCCOOK CITY COUNCIL MEETING**

**4.H.**  
ITEM NO. \_\_\_ Approve the City of McCook donation policy.

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**BACKGROUND:**

It is necessary for the City of McCook to establish a policy for accepting private donations. City staff believes it is important to create a comprehensive donation policy to encompass as many possible donation scenarios as possible. It is staff's hope that the implementation of a donation policy will provide the City of McCook with a consistent method for accepting gifts to help avoid burdensome and/or impossible demands, as McCook experienced during the initial iteration of the sports complex project.

Attached is a final policy for the City Council's review. At the December 1<sup>st</sup> McCook City Council meeting, staff presented the same policy for the Council's review and no amendments were requested.

**APPROVALS:**

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager

December 10, 2025

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 10, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

December 10, 2025

## **GIFTS AND MEMORIALS POLICY**

*Approved by City Council 12/15/2025*

### **Purpose**

The purpose of this policy is to provide guidelines and procedures for considering and receiving proposed donations to the City of McCook. Historically, the City of McCook has been enriched by the generous donations of individuals and entities in support of the McCook community. The City will review proposed gifts and memorials for the purpose of assisting the donors in reaching their intended goals while recognizing the mission, goals, plans, resources, and limitations of the City as a whole. It is intended that this policy provide a thoughtful review process which considers the intentions of the donor, is sensitive to the needs and desires of the community and is sensitive to the costs associated with proposed gifts and donations, including long-term costs of maintenance and care.

### **Policy**

This policy shall cover all donations and gifts to the City of McCook. The City of McCook retains sole discretion to determine whether to accept or decline any proposed gift or donation. This policy shall not be construed to create any right for any individual or organization to make any improvement or place any items on any public property within the City of McCook regardless of whether the proposal meets any or all the criteria contained herein.

### **Definitions**

Donation(s)/Gift(s): Any item proposed to be deeded or otherwise given or donated to the City of McCook including, but not limited to, endowments; real property; public improvement projects or proposals; structures or portions of structures; money; negotiable securities; material; equipment; improvements to facilities or land; statues; monuments; tributes; sculptures; murals and other public works of art; plaques; and graphics or signs.

Donor: A private individual, for-profit company, non-profit organization, public agency, or any other entity wishing to make a donation or gift to the City of McCook.

Donor Recognition Object: A physical object such as a plaque or sign placed to acknowledge a donation or gift.

Monument/Memorial: An item or object established to preserve the memory of a deceased person(s) or an event that occurred in the past. Any statue, sculpture, mural or other structure or landscape feature designed to perpetuate in a permanent manner the memory of any person, group, event or other significant element of history.

Park Amenity: Typical park improvements that contribute to the traditional use of park land such as benches, play structures, picnic tables, shelters, sports facilities, trails, etc.

Public Art: Works of art including, but not limited to, paintings, prints, sculptures, and murals.

Public Improvement Project/Proposal: A capital project(s) request consisting of real property, structures, portions of structures, materials and/or equipment for construction or renovation of a structure or landscape feature. Maintenance activities such as weeding or replanting established gardens are not considered public improvement projects for purposes of this policy.

Tribute: An item, object or gift designed to acknowledge the contributions of a living person(s) to a society. Projects recognizing groups such as persons with cancer or other life-threatening illnesses are also considered tributes.

## **Procedure**

As donations and gifts vary greatly, the review process may be tailored according to the type of gift or donation proposed and the complexity of the proposal. Those wishing to make a gift or donation are encouraged to contact the McCook City Manager at the earliest possible time to discuss the proposed gift and the process for review.

### Donation Agreement Form

Donors may be asked to complete and submit a Donation Agreement Form. The City of McCook Staff may assist the donor with completion of the form. This form shall be approved by the City Manager and shall include, as appropriate and applicable, the intent of the proposal, cost estimates, size, proposed location, timeline, site drawing, future maintenance requirements and other information the City Manager may deem necessary and/or useful. The completed form will be submitted to the City Manager for review and recommendation to the City Council, if required.

### Monetary Gifts and Donations/Gifts and Donations of Negotiable Securities

Previously established funds or campaigns: The City Manager is hereby authorized to accept any monetary gifts or donations to be made for City Council approved/established/budgeted fund or capital campaign(s).

Undesignated/unconditional monetary gifts/donations: The City Manager is hereby authorized to accept any undesignated monetary donations and any unconditioned monetary donations made to the City and shall deposit such money with the City Clerk. The amounts shall be deposited in the account(s) most appropriate to the intentions of the donor(s) when identified, otherwise amount shall be deposited in accounts deemed appropriate by the City Manager, or when necessary, the City Council.

Conditioned donations: If a monetary donation is conditioned or donated specifically for a new public improvement project, memorial, work of public art, tribute, or new program; the City Staff shall assist the donor to complete a Donation Agreement Form. The Donation Agreement shall not take effect until the City Council has specifically accepted the conditioned donation.

Negotiable securities: The City Manager is hereby authorized to accept donations of negotiable securities when in his/her professional judgement, in consultation with the City Clerk, acceptance of the proposed donation is in accordance with the statutes, rules, and regulations governing municipal finances and investment; and, the proposed donation is not subject to conditions, is for a previously approved/established/budgeted fund or campaign, or is for a conditional donation that has been approved pursuant to this policy. Negotiable securities may be held or sold at a marketable rate and the proceeds of such sale used as specified by the donor or as may be deemed appropriate and in the best interests of the City.

## Gifts of Real Property

The City Manager shall review any proposed donation of real property and make recommendations to the City Council. Proposed gifts or donations of real property shall be reviewed for suitability for the intended use or potential for resale; any conditions which may be placed upon the use of the property by the donor; potential environmental concerns; probable maintenance costs; potential infrastructure costs; and any other relevant information. Appraisals of the property may be requested from the donor. All gifts or donations of real property that is intended to be used for park purposes shall be reviewed by the Public Works Director, for recommendation to the City Council for City Council approval. All gifts of real property shall be transferred from the donor to the City by warranty deed.

## Non-Monetary Gifts and Donations (Excluding Real Estate)

The City Manager is hereby authorized to accept donations of materials or other items for previously approved/established/budgeted projects or materials or other items, provided such items have an estimated total value of \$3,000 or less, and the donation is made without condition or restriction, and such items are typical for use in a City department. If the estimated value exceeds \$3,000, or if the donation is made subject to conditions or restrictions, then the matter shall be referred to the City Council for the City Council's possible approval.

For gifts and donations including, but not limited to, substantial gifts such as public art, memorials, tributes, and public improvement projects, the City Staff shall assist the donor in completing a Donation Agreement Form and forward the completed form to the City Manager for review and recommendation to the City Council, and the City Council shall make the decision of whether to accept the donation. The City Manager and City Council shall consider the circumstances surrounding the proposed gift including the criteria as enumerated within this policy and as may be applicable to the proposed donation.

## Criteria for Evaluating Gifts and Donations

In order to assist potential donors to fulfill their desires to make a gift or donation to the City of McCook and to ensure that all gifts and donations are consistently, fairly, and thoughtfully reviewed, the City will be guided in its review of proposed gifts and donations by the following guidelines:

1. Donations of memorials/tributes/public improvement projects and works of art: when reviewing proposed donations of memorials, tributes, public improvement projects and works of art, the following criteria shall be considered, as well as any other criteria which may be relevant on a case-by-case basis.
  - A. Consistency with the mission and policies governing the City of McCook.
  - B. Whether the proposed donation/gift provides improvements to an area of the City which may be deficient in public amenities.
  - C. Whether the proposed donation/gift promotes the preservation of historical and cultural aspects of the community.
  - D. Whether the proposed gift/donation has an educational component.
  - E. Whether the proposed gift/donation helps promote conservation, preservation and protection of the natural environment.
  - F. Whether the proposed gift/donation helps promote preservation of natural areas and green spaces where such preservation is suitable, is contemplated by plans, or is otherwise desirable.
  - G. Whether the proposed gift/donation is suitable for the purpose proposed.
  - H. Whether the proposed gift/donation is compatible with the proposed location, if one has been identified, and other uses of the public space.
  - I. Whether the proposed gift/donation contributes to, or detracts from, the aesthetic qualities of the surrounding area and other improvements.

- J. Whether the proposed gift/donation quality, scale, and character is harmonious with the surrounding public or park setting.
- K. Whether the proposed gift/donation replaces aging, outdated or unsafe infrastructure or reuses, rehabilitates, or restores an existing park or municipal feature.
- L. Financial implications to the City based upon the cost of the proposed gift/donations or project implementation including installation and ongoing maintenance if applicable and whether the gift/donation covers any anticipated costs.
- M. Provision by the donor for ongoing maintenance and cost of relocation and removal, if necessary.
- N. Susceptibility of the gift/donation to wear and vandalism.
- O. Whether any public safety or security issues are identified and the potential danger to the public health, safety or welfare associated with the proposed gift/donation.
- P. Whether the proposed gift/donation complies with all applicable codes including building codes and Americans with Disabilities Act, requirements, and related laws.
- Q. Whether the proposed gift/donation is restricted in any manner and the impact of those restrictions and contingencies.
- R. Proposed gift/donation must not promote any political, religious, or business advertising activities or be of a nature that could reasonably cause offense or the appearance of impropriety.

#### Works of Art

In addition to the above-listed criteria, if the proposed gift/donation is a work of art, the following criteria shall be considered as well as any other criteria which may be relevant on a case-by-case basis.

- A. Quality of the work based upon a professional assessment of the work, detailed written proposal, drawing or photographs.
- B. Suitability of the theme of artwork to a public venue.
- C. Appropriateness of the artwork to the site, in the case where a particular site has been requested or identified.
- D. Appropriateness of the process for selecting the artist or artwork.
- E. Qualifications of the artist based upon documentation of past work and the artist's professional qualifications.

#### Memorials/Tributes/Naming

The City respects the desire of individuals to commemorate special events or the lives of loved ones, living and deceased. However, the City also recognizes that community spaces are established for the enjoyment of the public. The City also recognizes the important contributions of many individuals to community life and that it is simply impossible to recognize all of those contributions. To that end, if the proposed gift/donation is a memorial or tribute or a non-commercial request to name a public space or other item, the City shall consider the following criteria, as may be appropriate to the particular donation, in addition to those criteria identified above:

- A. The proposed donation must represent a person or event deemed significant to the City of McCook's history; names of individuals who have made a significant contribution directly and locally to the City shall be preferred over the names of national figures.
- B. Whether any increased use of park or public areas resulting from the placement of the memorial tribute is appropriate to the surrounding context and uses.
- C. When possible, the family should be contacted and allowed an opportunity to comment upon the naming of a building, park, or facility after an individual.
- D. In and of themselves, contributions of land or money for public facilities shall not be considered solely for naming or renaming facilities after individuals, in tribute or memorial.

### Donor Recognition Objects

The City of McCook appreciates the desire of some donors to be recognized either personally or on behalf of another for their generous donation. If a donor recognition object is to be included as part of a proposed gift/donation, such object should be specially identified and submitted with the donation application for approval. In general, it is the policy of the City to limit donor recognition objects to plaques or other recognition objects which are diminutive in scale relative to the donated object and do not detract from green space areas and/or which are part of an approved project involving the use of personalized decorative tiles or pavers. The City Manager or his or her designees, are authorized to approve donor recognition objects which are proposed in accordance with this policy.

### Private Construction

If construction of a public improvement project is coordinated or contracted for by the donor, the donor will be responsible for complying with all federal, state, and local laws which may include competitive bidding and state and federal wage rate laws. The donor will also bear the cost of all necessary permits, approvals, project management, design, installation, and manufacture of the gift/donation unless these costs are specifically accepted or waived by the City. The City shall have the ultimate say when selecting the project manager's, designers, installer, and manufacturer of privately constructed projects.

- A. Proof of compliance with the City's insurance requirements for contractors will be required before work may commence on any public improvement project
- B. Improvements made in a public place become the property of the City of McCook and are subject to the laws, policies, and procedures of the City.

### Removal of Donations and Recognitions

The City is not obligated to replace any gift/donation or improvement if it is lost, stolen, damaged, or worn. The City also reserves the right to remove any donation, donation recognition object, monument, memorial, park amenity, public art, public improvement project, tribute, or other item of recognition for any reason, which may include but not limited to safety reasons, deterioration caused by age, neglect, or vandalism, and/or the City's inability to finance ongoing maintenance or repairs.

### Conditions of Acceptance

The following are conditions applicable to the City's acceptance of any donation:

Donated items shall immediately become the sole property of the City of McCook.

Installation of donated items will be done by a licensed contractor or city staff and must be scheduled at a time and date as determined by the Public Works Director so as not to unnecessarily interfere with routine maintenance activities.

The City may remove and/or relocate donated elements and their associated donation acknowledgments including memorial plaques. The City will make reasonable efforts to contact the source of the donation prior to restoring, removing, or relocating donated elements.

When a donated item has ended its useful life, the donor may choose to replace the element or it may be removed by the City. Donated elements that have deteriorated and cause a danger to the public will be immediately removed.

### Conflicts of Interest

The City shall consider potential conflicts of interest and the appropriateness of all potential donations. All donors will be required to disclose if they or a company or organization they work for is involved in any business with the City of McCook or is seeking the City as a client or intends to respond to an RFP from the City.

### Acknowledgements and Anonymity

All donations for which the donor does not request anonymity may be acknowledged by the City Council. For a monetary gift given in memorial, tribute, bequest, or in recognition of someone, a letter may be sent to the person or family of the person being honored. The City of McCook is a municipal entity and subject to the provisions of Nebraska public record laws and statutes, therefore, the City cannot guarantee anonymity of individual donors but will work with individuals who wish to remain anonymous in their donations to provide appropriate means for those individuals to make their gifts/donations while maintaining their privacy.

### Appraisals

The City may, at its discretion, or as required by law, request or require an appraisal of real property or personal property prior to acceptance of any gift or donation.

### Waiver of Terms of this Policy

The City Council may waive any of the criteria specified within this policy upon a finding that it is in the best interests of the City to do so.

### Tax Liability

It is the responsibility of the donor to assign a monetary value to the gift for tax purposes. Information provided by the City, its officials, employees, or agents in connection with gifts/donations is intended to be informational only and is not intended to substitute for professional financial or legal advice or opinions. The City of McCook makes no representations or guarantees as to the tax implications of any gift or donation made to the City. Donors are responsible, and are advised, to obtain their own tax and financial advice from appropriate professionals.

### Reports to the City Council

Annually, after the close of the fiscal year, the City Clerk may provide a report to the City Council including details of all gifts/donations with a value greater than \$5,000.



## City of McCook Monetary Donation Form

Donor Information:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone number: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

Hereby gives the City of McCook \$ \_\_\_\_\_, which is:

( ) for unrestricted use; or

( ) for the purpose of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any funds in excess of the amount required for the above purpose (if specified):

( ) may be used for \_\_\_\_\_

( ) shall be returned to the donor

( ) may be applied to any other project or fund deemed appropriate by the City Manager

The City of McCook will make reasonable efforts to accommodate the intended purpose of the donation but reserves the right to utilize, relocate, and/or dispose of any item funded through donated funds as the City may deem fit.

Do you have or are you currently seeking to establish a contractual relationship with the City of McCook?

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, please disclose the nature of the contractual relationship.

\_\_\_\_\_

This donation is subject to the City of McCook Gifts and Memorials policy.

By signing this application, I confirm that I have read and understand the City of McCook Policy regarding donations and that the information contained in this application is true and correct to the best of my knowledge.

\_\_\_\_\_  
Donor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date



## City of McCook Real and Personal Property Donation Form

Donor Information:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone number: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

Description of donation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Legal description of location (if applicable) : \_\_\_\_\_

\_\_\_\_\_

Market value of donation: \$ \_\_\_\_\_

What is the intended purpose of the donation? If personal property, where do you intend the donated item to be placed or displayed (if applicable)? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you have or are you currently seeking to establish a contractual relationship with the City of McCook?

\_\_\_ Yes \_\_\_ No

If so, please disclose the nature of the contractual relationship. \_\_\_\_\_

\_\_\_\_\_

All right, title, and interest in the above stated item(s) is hereby given, donated, and transferred to the City of McCook, its successors and assigns forever and without limiting conditions, except as may be specifically stated herein. It is understood and agreed that I/we as donor(s) retain no right, title, or interest in the donated property.

To the best of our knowledge this gift/donation is free and clear of all encumbrances and restrictions.

The City will make reasonable efforts to accommodate the intended purpose of the donation but reserves the right to utilize, relocate, and/or dispose of any item as the City may deem fit.

If this donation is conditioned or requires the establishment of a new program or fund, this agreement shall not take effect until the City Council has specifically accepted the donation.

This donation is subject to the City of McCook Gifts and Memorials policy. By signing this application, I confirm that I have read and understand the City Policy regarding donations and that the information contained in this application is true and correct to the best of my knowledge. Donor Signature

\_\_\_\_\_

Donor

\_\_\_\_\_

Date

\_\_\_\_\_

Donor

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager (if accepted)

\_\_\_\_\_

Date

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 4.1 Approve the City of McCook's ACE Fund policy.

---

**BACKGROUND:**

The Public Alliance for Community Energy (ACE) pays a dividend to its communities based on volume. The ACE funds have been used for community betterment projects. Staff was asked to review a policy provided by Council Member Weedin, make modifications to fit McCook's preferences, and present the policy to the City Council. This was done at the December 1<sup>st</sup> McCook City Council meeting. At that meeting, the McCook City Council requested staff to bring the policy back for approval.

**APPROVALS:**

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager

December 10, 2025

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 10, 2025

**City of McCook  
Guidelines for ACE funds**

1. Only non profit 501c3 organizations are eligible to request ACE funds.
2. The City Clerk will provide information as to the amount of funds available.
3. The ACE funds shall be used to make McCook a better place to live, attract people to McCook, and/or promote McCook. To make McCook a strong community these funds need to focus on economic and community development. It's economic health and vibrancy, community betterment, and community celebrations.
4. The ACE funds may not be used for operational expenses or any other improvement of the organization. The ACE funds may only be used for the project specified in the application.
5. The McCook City Council shall review the funds application. The City Council shall approve the recipient and the amount rewarded.
6. The applicant shall receive notice of acceptance or denial.
7. The City of McCook reserves the right to award a project less than the requested amount. Additional documentation from the applicant prior to final approval may be requested by the City Council.
8. Once funds have been awarded, the City of McCook reserves the right, but is not required, to increase the funds awarded upon receipt of the applicant's additional request. Further, the City of McCook reserves the right to reduce or terminate the funds in the event the project is not proceeding in a timely and professional manner, or in the event of unforeseen circumstances.
9. Any project receiving ACE funds are subject to an audit at the discretion of the City of McCook.
10. The City of McCook's general and enterprise funded needs will take priority over grants (non-profit organization requests).

**City of McCook  
Application for use of ACE funds**

Organization Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
Name, Title

\_\_\_\_\_ Telephone number, email

Amount Requested: \_\_\_\_\_

Proposed use of funds (be specific: project timeline and describe all recognition levels available)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other sources and amounts of funding (be specific)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Organizational information (brief description of your organization, its history and purpose-provide documentation)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimate the number of persons who will, or how the community will, benefit from the project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned is executing this application on behalf of the above name organization.

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 MCCOOK CITY COUNCIL MEETING**

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**ITEM NO. 5.A.** Update regarding the youth sports complex project.

---

**BACKGROUND:**

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

**APPROVALS:**



\_\_\_\_\_  
Nathan A. Schneider, City Manager

December 10, 2025



\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 10, 2025



\_\_\_\_\_  
Tera Koetter, Assistant City Manager

December 10, 2025

**CITY MANAGER'S REPORT  
DECEMBER 15, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 5.B. Approve Ordinance No. 2025 - 311 on first reading, amending the City of McCook Code of Ordinances Title IX, adding Chapter 97, entitled "Public Spaces, Camping, Restrooms, Parks".

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**BACKGROUND:**

Following the temporary closure of Karrer Park, City of McCook staff and McCook's city attorney have been working on ordinance language to prohibit individuals from sleeping in public spaces, camping on public property (with the exception of Karrer Park), establishing guidelines for the use of Karrer Park, setting rules for the removal or storage of personal property, ensuring public sidewalks are free from obstructions, and maintaining McCook's public restrooms for appropriate uses only. The proposed ordinance achieves the goals we have discussed at prior McCook City Council meetings.

We ask that this ordinance be read on three occasions to assure all members of the public have adequate time to participate in its discussion.

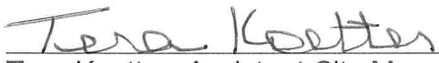
**APPROVALS:**

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager

December 11, 2025

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 11, 2025

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

December 11, 2025

ORDINANCE NO. 2026-3111

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES TITLE IX, ADDING CHAPTER 97, ENTITLED "PUBLIC SPACES, CAMPING, RESTROOMS, PARKS"; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. That City of McCook Code of Ordinances, Chapter 97, entitled "Public Spaces, Camping, Restrooms, Parks" is hereby added to read as follows:

**CHAPTER 97: PUBLIC SPACES, CAMPING, RESTROOMS, PARKS**

***SLEEPING IN PUBLIC PLACES PROHIBITED***

**§ 97.01 PURPOSE.**

The purpose of this ordinance is to protect the health, safety, and welfare of the public; maintain unobstructed public rights-of-way; preserve access to public facilities; and ensure public spaces remain available for their intended uses.

**§ 97.03 DEFINITIONS.**

(A) "**Sleeping**" means the natural, periodic suspension of consciousness during which normal bodily functions slow, including but not limited to closed eyes, diminished awareness, reduced movement, slowed responsiveness, or other observable signs of rest. "Sleeping" also includes a state resembling sleep such as quiescence or torpor; occupying a posture consistent with rest-including lying, reclining, or slumping-and includes the use of bedding or other materials to facilitate sleeping or resting.

(B) "**Bedding**" means any mat, mattress, blanket, sleeping bag, tarp, cardboard, pillow, pad, or any other material used or intended to be used for resting or sleeping.

(C) "**Public place**" means any property owned, controlled, or maintained by the City of McCook and open or dedicated to public use, including but not limited to public parks and appurtenances, benches, shelters, sidewalks, streets, alleys, parking areas, rights-of-way, bridges, underpasses, viaducts, City-owned trash dumpsters and trash receptacles, public restrooms, and any other publicly accessible area.

**§ 97.05 PROHIBITED CONDUCT.**

(A) No person shall sleep in any public place.

(B) No person shall sleep in, on, or under any City-owned trash dumpster or trash

receptacle.

(C) No person shall sleep in or occupy any motor vehicle, camper, or trailer for overnight accommodation while located on any public place unless expressly permitted by the City.

#### **§ 97.07 PENALTY.**

A violation of this ordinance is an infraction punishable by a fine of \$50 for the first offense and \$100 for each subsequent offense. A person cited for a violation of this ordinance may resolve the citation by entering a guilty plea and paying the prescribed fine without appearing in court, unless the court requires otherwise.

### ***CAMPING ON PUBLIC PROPERTY PROHIBITED***

#### **§ 97.09 DEFINITIONS.**

(A) **"Campsite"** means any place where bedding, sleeping bags, mattresses, tents, lean-tos, tarps, shacks, stoves, fires, or other personal belongings are placed or maintained for temporary living accommodation.

(B) **"Bedding"** means any mat, mattress, blanket, sleeping bag, tarp, cardboard, pillow, pad, or any other material used or intended to be used for resting or sleeping.

(C) **"Public property"** means any property owned, controlled, or maintained by the City of McCook and open or dedicated to public use, including but not limited to public parks and appurtenances, benches, shelters, sidewalks, streets, alleys, parking areas, rights-of-way, bridges, underpasses, viaducts, City-owned trash dumpsters and trash receptacles, public restrooms, and any other publicly accessible area.

#### **§ 97.11 PROHIBITED CONDUCT.**

No person shall occupy, establish, or maintain a campsite on any public property except where expressly permitted.

#### **§ 97.13 REMOVAL OF PROPERTY.**

(A) Removal of Property When Unclaimed.

If, at the time law enforcement or City personnel arrive, no individual is present who claims ownership or possession of the property, the property shall be deemed unclaimed, and no prior notice is required before removal. Unclaimed property may be removed immediately subject to the provisions of subsections B, C, and D.

(B) Removal of Property When the Owner Is Present.

If an individual is present and affirmatively claims ownership or possession of the

property, law enforcement or authorized City personnel shall provide the individual a reasonable opportunity to immediately remove the property themselves.

If the individual refuses or fails to remove the property promptly, the City may proceed with removal under this section.

(C) Immediate Removal - Contraband, Weapons, Evidence, and Hazardous Items.

Regardless of whether the owner is present, law enforcement or authorized City personnel may immediately remove and retain:

- i. Contraband;
- ii. Weapons;
- iii. Items immediately recognizable as evidence of a crime;
- iv. Hazardous waste, spoiled food, perishable items, biomedical waste, or any materials posing a safety or health risk.

(D) Immediate Destruction - Pest-Infested or Worthless Property.

Regardless of whether the owner is present, City personnel may immediately destroy property if:

- i. The items are visibly infested with bed bugs, lice, roaches, termites, fleas, or other pests; or
- ii. The items are water-logged, heavily soiled, damaged, broken, or otherwise have no discernible value and constitute refuse.

(E) Storage of Remaining Property.

All non-hazardous property removed by the City and not destroyed or retained as evidence shall be collected, cataloged, and stored for not less than 30 days for owner reclamation. After 30 days, unclaimed property may be lawfully disposed of.

**§ 97.15 Exceptions.**

This ordinance shall not apply in circumstances involving City-approved events or authorized emergency management activities.

**§ 97.17 Penalty.**

A violation of this ordinance is an infraction punishable by a fine of \$50 for the first offense and \$100 for each subsequent offense. A person cited for a violation of this ordinance may resolve the citation by entering a guilty plea and paying the prescribed fine without appearing in court, unless the court requires otherwise.

## **CAMPING AND OVERNIGHT PARKING IN CITY PARKS**

### **§ 97.19 Purpose.**

Karrer Park is hereby established as the exclusive location owned by the City where overnight camping is allowed, and no overnight camping shall occur in any other City park unless specifically authorized by the City Council.

### **§ 97.21 Permit Requirement.**

No person shall camp in Karrer Park without first obtaining a valid camping permit issued by the City.

### **§ 97.23 Fees, Registration, and Payment.**

#### **(A) Fees:**

One motorized camper or towable camper per campsite  
with electrical service: \$20/night

One tent per campsite can accompany a motorized camper or towable camper. **Otherwise tents are prohibited in Karrer Park.**

#### **(B) Registration and payment may be completed by:**

- i. Submitting the completed application form and payment in person at the McCook City Offices during business hours; or
- ii. Applying and paying online through the City of McCook website, where applicants may complete the application, submit payment, and print the permit registration.

### **§ 97.25 Display of Permit.**

The issued camping permit shall be displayed in a conspicuous and plainly visible location at the campsite or on the vehicle to allow verification by City personnel or law enforcement.

### **§ 97.27 Camping Time Limits.**

A camping permit issued under this ordinance shall authorize a stay of no more than five consecutive nights, and no further permit may be granted to the same person unless at least fifteen (15) full days have elapsed after the expiration of the previously issued permit.

### **§ 97.29 Enforcement.**

Any individual found camping in Karrer Park without a valid permit shall be directed to leave the park immediately by law enforcement officers or other authorized City personnel.

**§ 97.31 Penalty.**

A violation of this ordinance is an infraction punishable by a fine of \$50 for the first offense and \$100 for each subsequent offense. A person cited for a violation of this ordinance may resolve the citation by entering a guilty plea and paying the prescribed fine without appearing in court, unless the court requires otherwise.

***TEMPORARY EXCLUSION FROM CITY PARKS***

**§ 97.33 Authority.**

Law enforcement officers are authorized to issue an exclusion order barring an individual from any City park or public facility for a period of up to thirty days when the individual has engaged in repeated violations of the ordinances governing the use of such parks or facilities.

**§ 97.35 Penalty.**

A violation of an exclusion order shall constitute criminal trespass as defined in Neb. Rev. Stat. § 28-521.

***OBSTRUCTION OF SIDEWALKS***

**§ 97.37 Definition.**

For purposes of this ordinance, the term "sidewalk" means any improved or unimproved walkway or pedestrian path located within the public right-of-way that is owned, controlled, or maintained by the City and intended for pedestrian use.

**§ 97.39 Prohibition.**

No person shall obstruct or impede the free use of any sidewalk by sitting, lying, or placing any object in a manner that leaves less than a five-foot-wide unobstructed path of travel or that blocks any access required under the Americans with Disabilities Act (ADA).

**§ 97.41 Exceptions.**

This section does not apply to the following so long as all applicable local, state, and federal laws are complied with:

- i. Sidewalk cafés operating under a valid permit;
- ii. Authorized special events;
- iii. Construction or utility work performed under a City permit;
- iv. Lawful picketing;
- v. Emergency situations.

**§ 97.43 Penalty.**

A violation of this ordinance is an infraction punishable by a fine of \$50 for the first offense and \$100 for the second and each subsequent offense. A person cited for a violation of this ordinance may resolve the citation by entering a guilty plea and paying the prescribed fine without appearing in court, unless the court requires otherwise.

***MISUSE OF PUBLIC RESTROOMS***

**§ 97.45 Purpose.**

The purpose of this ordinance is to ensure that public restroom facilities are maintained in a safe, sanitary, and usable condition.

**§ 97.47 Prohibited Conduct.**

It shall be unlawful for any person within any public restroom to do any of the following:

- i. Sleep, lodge, or camp in a public restroom.
- ii. Bathe, wash clothes, or otherwise misuse any restroom fixture or facility.
- iii. Damage, deface, alter, or tamper with any restroom facility, equipment, or supplies.
- iv. Engage in disorderly, unsafe, unsanitary, or otherwise improper conduct within a public restroom.
- v. Engage in lewd, indecent, or lascivious conduct.

**§ 97.49 Enforcement.**

Any person found to be in violation of this ordinance shall be ordered to leave the public restroom immediately by law enforcement officers or other authorized City personnel.

**§ 97.51 Penalty.**

A violation of this ordinance is an infraction punishable by a fine of \$50 for the first offense and \$100 for each subsequent offense. A person cited for a violation of this ordinance may resolve the citation by entering a guilty plea and paying the prescribed fine without appearing in court, unless the court requires otherwise.

Section 2. Any other ordinance or section passed and approved prior to the passage, approval, and publication of this ordinance and in conflict with its provisions is hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publica in pamphlet form or posting as required by law.

---

Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT

December 15, 2025, CITY COUNCIL MEETING

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Item:

**5.C.**

RECOMMENDATION:

Approve and sign Resolution No. 2025-42 to adopt and set the suggested donation for individuals 60 and over who receive Congregate, Carry Out Meals and Home Delivered Meals and set the fee for Individuals under 60 who receive meals made at the McCook Heritage Senior Center.

BACKGROUND:

The suggested donation for Congregate, Home Delivered Meals and Carry Out Meals for individuals 60 and older and individuals under 60 has not been increased since January 2022 and before that 2010. Raw food cost and overhead continue to increase. We have had the lowest suggested donation for our West Central Area Agency on Aging service area for many years and continue to have even with our increase.

The current suggested donation for congregate meals for individuals 60 and over is \$3.50. The current suggested donation for Home Delivered and Carry Out Meals is \$3.75. An increase of \$.50 per meal will help with the increased cost of raw food and overhead. The new suggested donation for those 60 and over receiving congregate meals would be \$4.00 and for those receiving home delivered and COVID to go meals would be \$4.25.

The meal programs at the senior center are designed for individuals 60 and older: therefore, individuals under 60 are expected to pay the full cost of the meal. The full cost of the meal for individuals 12 through 59 would be \$10.00. This is an increase of \$2.50 per meal. Children 11 years of age and younger would be charged \$4.00 per meal. This would be an increase of \$.50 per meal.

FISCAL IMPACT:

Increasing the suggested donation for individuals 60 and over for Congregate Meals to \$4.00 and Home Delivered and Carry Out Meals \$4.25 would increase revenues approximately \$23,285. Increasing the fee for under 60 congregate meals for individuals 12 years to 59 years of age to \$10.00 and increasing the fee for individuals less than 12 years of age to \$4.00 would increase the revenues approximately \$4,845.00 per year. Total potential increase of \$28,130.

RECOMMENDATION:

Approve and sign resolution, to adopt and set the suggested donation for individuals 60 and over who receive Congregate, Home Delivered and Carry Out Meals and set the fee for individuals under 60 who receive Congregate, Home delivered, and Carry Out Meals for meals prepared at McCook Heritage Senior Center.

APPROVALS:

*Beth Siegfried*  
Beth Siegfried, Senior Services Director

*12/11/25*  
Date

*Nate Schneider*  
Nate Schneider, City Manager

*12/11/25*  
Date

**RESOLUTION NO. 2025-42**

**A RESOLUTION ADOPTING AND SETTING THE SUGGESTED DONATION FOR INDIVIDUALS 60 AND OLDER RECEIVING CONGREGATE MEALS, HOME DELIVERED MEALS, AND CARRY OUT MEALS, AND SETTING THE FEE FOR MEALS SERVED TO PERSONS 12 THROUGH 59 AND CHILDREN UNDER THE AGE OF 12 FOR THE CITY OF MCCOOK SENIOR CENTER.**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of McCook, Nebraska;

That hereafter the suggested donation for individuals 60 and older receiving congregate meals at the City of McCook Senior Center will be \$4.00, the suggested donation for individuals 60 and older receiving home delivered meals and carry out meals will be \$4.25 to help defray expenses to the City of McCook. That hereafter the fee for meals served to persons 12 through 59 will be \$10.00, and the fee for meals served to children 11 and younger will be \$4.00 to cover the full cost of the meal. This rate shall take effect and be in force as of January 1, 2026.

PASSED AND APPROVED this 15<sup>th</sup> day of December, 2025.

---

Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT**  
**DECEMBER 15, 2025 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING**

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**7.C.**  
ITEM NO. \_\_\_ Discussion regarding McCook's CDA acquiring the St. Catherine's Property to facilitate a redevelopment project.

ITEM NO. \_\_\_ Approve Resolution No. CDA 2025-\_\_\_ approving the acquisition of certain real property the execution of an option agreement on said property with the seller as a condition of and in connection with the acquisition (loan agreement, promissory note, and deed of trust).

ITEM NO. \_\_\_ Approve Resolution No. CDA 2025-\_\_\_ approving the acquisition of certain real property the execution of an option agreement on said property with the seller as a condition of and in connection with the acquisition (assignment and assumption of real estate purchase agreement, and a real estate option agreement).

---

**BACKGROUND:**

Following the closure of St. Catherine's Apartments in 2010 by the Romanoff Family, the building has experienced a revolving door of well-intentioned developers who lacked the capabilities needed to refurbish the building for continued use. The complexity of the project, along with the significant costs associated with the repair, made the project unattainable for most prospective developers. This past summer, the MEDC and City of McCook were approached by Vert Development, LLC from Colorado, with an inquiry regarding the community of McCook's willingness to assist with refurbishment efforts at St. Catherine's. Vert Development has a history of redeveloping similar buildings in the Denver region. Most recently, Vert Development began the process of repurposing Ogallala's old junior high into LIHTC apartments. City staff and MEDC board members/staff have had numerous conversations with Vert Development's managing member, Ryan Tobin. Mr. Tobin's track record and knowledge of available resources for large-scale projects similar to St. Catherine's is impressive. Vert Development, LLC appears to be the perfect redeveloper to push the St. Catherine's project forward.

In order for the project to qualify for certain financial resources and grants, the City of McCook must have temporary ownership of the building. In particular, staff believes it is best for the Community Development Agency to serve as the controlling governmental owner. Under Nebraska's Community Development Act, McCook's CDA has more flexibility than the City of McCook to complete a redevelopment project in a timely fashion.

The City of McCook, MEDC, and Vert Development have been working with Andrew Willis, McCook's TIF attorney, to structure an ownership plan that will satisfy the parties' needs. The attached memo from Mr. Willis provides a summary of the CDA's authority for the proposed transaction. The documents prepared for the CDA's consideration, are as follows: 1) Loan Agreement from the MEDC to the CDA which will serve to transfer unused Rural Workforce Housing funds, with the intent for the funds to assist with Vert Development's purchase of St. Catherine's from Adamark Investments - no City of McCook property tax or sales tax dollars will be used to purchase the property and the loan will be non-recourse, meaning that there is no obligation on the part of the CDA/City to pay it back; 2) a Promissory

Note which serves as the City of McCook's promise to pay the MEDC the loan (again, if there are no funds available for repayment to the MEDC, the CDA will not be required to pay the \$220,000 back; 3) a Deed of Trust, which will secure the debt evidenced in the non-recourse Promissory Note; 4) an Assignment and Assumption of Real Estate Purchase Agreement, said Purchase Agreement the controlling document between Vert Development and the CDA, which places the City in the same position as Vert Development under its original purchase agreement with Adamark Investments (ie. Maria Prusakowski serves as Adamark's managing member); and 5) a Real Estate Option Agreement which serves as protection to Vert Development that it has first option to purchase the real estate back from the CDA at the same price stated in the Loan Agreement (ie. \$220,000) upon completion of the redevelopment.

It is important to note that in no case will the CDA be under any financial responsibility to use general fund dollars to effectuate the terms of this agreement. Also, if the intended purpose does not occur (ie. the redevelopment of St. Catherine's Apartments), asbestos removal and other hazardous material remediation efforts will now make the property clear for potential demolition.

Councilman Calvin has stated in the past that the only way St. Catherine's can be properly redeveloped is if the City/CDA owns the property. After getting nowhere with the past three owners, staff concurs with Councilman Calvin's conclusion.

To achieve the desired goals, two resolutions are necessary. The first resolution contains the three necessary pieces between the CDA and MEDC to activate the \$220,000 non-recourse loan (ie. loan agreement, promissory note, and deed of trust). The second resolution contains the two necessary pieces between the CDA and Vert Development to place ownership in the CDA and grant Vert Development an option for repurchase upon project completion (ie. assignment and option).

**APPROVALS:**



Nathan A. Schneider, City Manager

December 11, 2025



Lea Ann Doak, City Clerk

December 11, 2025

CLINE WILLIAMS  
WRIGHT JOHNSON & OLDFATHER

MEMORANDUM

**TO:** Nate Schneider; City of McCook CDA  
**FROM:** Andrew Willis  
**DATE:** December 9, 2025  
**RE:** Acquisition and Rehabilitation of St. Catherine's Property

The CDA is contemplating acquiring the old St. Catherine's property, rehabilitating the property, and then conveying it to a developer for redevelopment. Specifically, Vert Development, LLC ("Vert") currently has the property under contract for purchase. The parties are contemplating that Vert could assign the purchase agreement to CDA, so the CDA would acquire the property. In connection with the assignment, the CDA would grant Vert an option to repurchase the property if it is ready to proceed with an affordable housing project. There has been no discussion of TIF at this point.

In order to acquire the property, CDA would get a loan from the McCook Economic Development Corporation ("MEDC"). This loan would be non-recourse and would only be paid back if and when CDA transferred the property back to Vert pursuant to Vert's option.

This memo presents a summary of the CDA's authority for this transaction.

1. **Loan from MEDC.** The CDA has the legal authority to borrow money from MEDC on such terms as the parties agree as long as the money is used for purposes of the Community Development Law. Pursuant to Section 18-2107(6) of the Community Development Law, the CDA has the power:

(6) To borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the federal government, from the state, county, municipality, or other public body, or from any sources, public or private, including charitable funds, foundations, corporations, trusts, or bequests, for purposes of the Community Development Law, to give

such security as may be required, and to enter into and carry out contracts in connection therewith...

Therefore, if the proposed project and use of the loan is within the CDA's scope under the Community Development Law, this loan is permitted. As discussed in the remainder of this memo, the proposed project and use of funds is within the scope of the Community Development Law.

The proposed loan is particularly prudent for the CDA because it is non-recourse and only required repayment upon the sale to of the Property to Vert. Since Vert will pay the same purchase price, this loan will ultimately be repaid by Vert or it will be forgiven by MEDC.

2. **Real Estate Acquisition.** There are several statutes in the Community Development Law that are relevant to the acquisition of the former St. Catherine's property.

a. *Neb. Rev. Stat. § 18-2107(4)*.

The CDA has the authority to purchase real estate within the City. Pursuant to Section 18-2107(4) of the Community Development Law, the CDA has the following powers:

- to purchase real property within the corporate limits of the City of McCook that is necessary or incidental to a redevelopment project.
- to hold, improve, and prepare the property for redevelopment.
- to sell the property.
- to enter into contracts with redevelopers of property containing restrictions and conditions regarding the use of the property as the CDA may deem necessary to prevent a recurrence of substandard and blighted areas or to effectuate the purposes of the Community Development Law.
- to provide grants or other means of financing to other parties in order to accomplish the rehabilitation or redevelopment of property in accordance with a redevelopment plan.
- to enter into any contracts necessary to effectuate the purposes of the Community Development Law.

The Property is located within the corporate limits of the City of McCook. The Property has not been able to be successfully rehabilitated by the private

sector, and there is an environmental remediation grant that is only available to governmental bodies which would be beneficial to the rehabilitation and redevelopment of the Property, so the acquisition is necessary or incidental to the redevelopment of this Property. This section authorizes the CDA to hold, improve, and prepare the property for redevelopment, and then sell the Property. All of these would be done according to terms that have been negotiated and agreed upon with Vert as part of the acquisition of the Property. Because Vert currently has site control and must assign the site control to the CDA, it is appropriate to enter into the option and agreement for the ultimate sale back to Vert now as a condition of acquisition.

b. Neb. Rev. Stat. § 18-2108.

Section 18-2108 includes an additional requirement on the CDA's acquisition of property: the CDA shall not acquire real property for a redevelopment project unless the governing body of the city in which the redevelopment project area is located has approved the redevelopment plan.

The property is located in Redevelopment Area #3. The Redevelopment Plan for Redevelopment Area #3 specifically identifies this property as the target for redevelopment and/or CDA intervention: "The acquisition, demolition, and replacement of the St. Catherine apartment building with new and innovative housing type is needed."

c. Neb. Rev. Stat. § 18-2118.

With respect to the option for the eventual sale back to Vert, Section 18-2118 of the Community Development Law must also be considered:

An authority may sell ... or otherwise transfer real property ... in a redevelopment project area to any redeveloper for residential, recreational, commercial, industrial, or other uses ... subject to such covenants, conditions, and restrictions as it may deem to be in the public interest or to carry out the purposes of the Community Development Law. Such real property shall be sold ... at its fair value for uses in accordance with the redevelopment plan. In determining the fair value of real property for uses in accordance with the redevelopment plan, an authority shall take into account and give consideration to the uses and purposes required by such plan; the restrictions upon, and the covenants, conditions, and obligations assumed by the redeveloper of such property; the objectives of the redevelopment plan for the prevention of the recurrence of substandard and blighted areas; and such other matters as the authority shall specify as being appropriate...

There is a fair value requirement on the sale of CDA property. It does not require an appraisal and is not synonymous with fair market value, but the sales price must be determined to be fair value. The statute states that the CDA may take into account information such as the restrictions upon the property, the objectives of the redevelopment plan, and such other matters as the authority shall specify as being appropriate. In this case, the option is a condition of the acquisition; because it is a requirement of the sale, this is very relevant to the CDA's decision to enter into the Option. The purchase price is equal to the price paid by the CDA, which is a good indicator of fair value and has the intent of the CDA breaking even on the transaction, a fair value.

d. *General provisions to consider.*

Finally, it is worth noting a couple of the general provisions of the Community Development Law when considering a CDA's powers and authority thereunder. Section 18-2143 confirms the broad interpretation that should be given to any CDA action:

The Community Development Law and all grants of power, authority, rights, or discretion made to a city and to an authority created under the Community Development Law shall be liberally construed, and all incidental powers necessary to carry into effect the Community Development Law are hereby expressly granted to and conferred upon a city or an authority created pursuant thereto.

Additionally, Section 18-2144 states that the provisions of the Community Development control over any other state statutes, so to the extent there are statutes that appear to impact a city or governmental body's rights to acquire or sell real property, those statutes should not limit the CDA:

The Community Development Law shall be ... full authority for the creation of a community development agency by a city or village, and for the exercise of the powers therein granted to a city or village for such purpose, and no action, proceeding, or election shall be required prior to the creation of a community redevelopment authority or community development agency or to authorize the exercise of any of the powers granted in the Community Development Law, except as specifically provided in the Community Development Law, any provision of law or of any city charter or village law to the contrary notwithstanding.

...

Insofar as the provisions of the Community Development Law are inconsistent with the provisions of any other law or of any city

charter, if any, the provisions of the Community Development Law shall be controlling.

While these provisions are not directly relevant, they do support the authority of the CDA to undertake the proposed transaction.

**3. Conclusion.** The CDA is authorized and justified in undertaking the proposed transaction. It is authorized by the Community Development Law and falls within the mission of the CDA.

**CITY MANAGER'S REPORT**  
**DECEMBER 15, 2025 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING**

ITEM NO. \_\_\_ Discussion regarding McCook's CDA acquiring the St. Catherine's Property to facilitate a redevelopment project.

ITEM NO. **7.D.** Approve Resolution No. CDA 2025-~~05~~ approving the acquisition of certain real property the execution of an option agreement on said property with the seller as a condition of and in connection with the acquisition (loan agreement, promissory note, and deed of trust).

ITEM NO. \_\_\_ Approve Resolution No. CDA 2025-\_\_\_ approving the acquisition of certain real property the execution of an option agreement on said property with the seller as a condition of and in connection with the acquisition (assignment and assumption of real estate purchase agreement, and a real estate option agreement).

---

**BACKGROUND:**

Following the closure of St. Catherine's Apartments in 2010 by the Romanoff Family, the building has experienced a revolving door of well-intentioned developers who lacked the capabilities needed to refurbish the building for continued use. The complexity of the project, along with the significant costs associated with the repair, made the project unattainable for most prospective developers. This past summer, the MEDC and City of McCook were approached by Vert Development, LLC from Colorado, with an inquiry regarding the community of McCook's willingness to assist with refurbishment efforts at St. Catherine's. Vert Development has a history of redeveloping similar buildings in the Denver region. Most recently, Vert Development began the process of repurposing Ogallala's old junior high into LIHTC apartments. City staff and MEDC board members/staff have had numerous conversations with Vert Development's managing member, Ryan Tobin. Mr. Tobin's track record and knowledge of available resources for large-scale projects similar to St. Catherine's is impressive. Vert Development, LLC appears to be the perfect redeveloper to push the St. Catherine's project forward.

In order for the project to qualify for certain financial resources and grants, the City of McCook must have temporary ownership of the building. In particular, staff believes it is best for the Community Development Agency to serve as the controlling governmental owner. Under Nebraska's Community Development Act, McCook's CDA has more flexibility than the City of McCook to complete a redevelopment project in a timely fashion.

The City of McCook, MEDC, and Vert Development have been working with Andrew Willis, McCook's TIF attorney, to structure an ownership plan that will satisfy the parties' needs. The attached memo from Mr. Willis provides a summary of the CDA's authority for the proposed transaction. The documents prepared for the CDA's consideration, are as follows: 1) Loan Agreement from the MEDC to the CDA which will serve to transfer unused Rural Workforce Housing funds, with the intent for the funds to assist with Vert Development's purchase of St. Catherine's from Adamark Investments - no City of McCook property tax or sales tax dollars will be used to purchase the property and the loan will be non-recourse, meaning that there is no obligation on the part of the CDA/City to pay it back; 2) a Promissory

Note which serves as the City of McCook's promise to pay the MEDC the loan (again, if there are no funds available for repayment to the MEDC, the CDA will not be required to pay the \$220,000 back; 3) a Deed of Trust, which will secure the debt evidenced in the non-recourse Promissory Note; 4) an Assignment and Assumption of Real Estate Purchase Agreement, said Purchase Agreement the controlling document between Vert Development and the CDA, which places the City in the same position as Vert Development under its original purchase agreement with Adamark Investments (ie. Maria Prusakowski serves as Adamark's managing member); and 5) a Real Estate Option Agreement which serves as protection to Vert Development that it has first option to purchase the real estate back from the CDA at the same price stated in the Loan Agreement (ie. \$220,000) upon completion of the redevelopment.

It is important to note that in no case will the CDA be under any financial responsibility to use general fund dollars to effectuate the terms of this agreement. Also, if the intended purpose does not occur (ie. the redevelopment of St. Catherine's Apartments), asbestos removal and other hazardous material remediation efforts will now make the property clear for potential demolition.

Councilman Calvin has stated in the past that the only way St. Catherine's can be properly redeveloped is if the City/CDA owns the property. After getting nowhere with the past three owners, staff concurs with Councilman Calvin's conclusion.

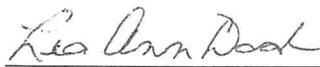
To achieve the desired goals, two resolutions are necessary. The first resolution contains the three necessary pieces between the CDA and MEDC to activate the \$220,000 non-recourse loan (ie. loan agreement, promissory note, and deed of trust). The second resolution contains the two necessary pieces between the CDA and Vert Development to place ownership in the CDA and grant Vert Development an option for repurchase upon project completion (ie. assignment and option).

**APPROVALS:**



Nathan A. Schneider, City Manager

December 11, 2025



Lea Ann Doak, City Clerk

December 11, 2025

**COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF MCCOOK, NEBRASKA**

**RESOLUTION NO. CDA 2025-05**

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA, APPROVING THE ACQUISITION OF CERTAIN REAL PROPERTY THE EXECUTION OF AN OPTION AGREEMENT ON SAID PROPERTY WITH THE SELLER AS A CONDITION OF AND IN CONNECTION WITH THE ACQUISITION.**

**RECITALS**

A. The property identified as Parcel ID Numbers: 001570000, 001570001, 001570200, and 00814600 and legally described as:

Lot 1 and Lot 3A, Block 1, Red Willow Realty First Addition to the City of McCook, Red Willow County, Nebraska, as per Certificate of Approval for Administrative Lot Line Adjustment, Lot Split recorded June 18, 2015 as Instrument #2015-00976

and

East 10' of Lot 2, Block 1, Red Willow Realty First Addition to the City of McCook, Red Willow County, Nebraska

and

Lots 7, 8, and 9, Block 1, Third Addition to McCook, Red Willow County, Nebraska

(the "Property") is located within Redevelopment Area #3 of the City of McCook.

B. The Property has been specifically identified in the General Redevelopment Plan for Redevelopment Area #3 as a target property for redevelopment or rehabilitation.

C. The CDA has authorized the execution of that certain Assignment and Assumption of Real Estate Purchase Agreement, whereby the CDA shall have the ability to purchase the property.

D. In order to provide for the acquisition and preliminary studies for the remediation of the Property, the CDA desires to obtain financing from McCook Economic Development Corporation ("Lender") in the approximate amount of Two Hundred Twenty Thousand Dollars (\$220,000.00) (the "Loan") to be repaid in accordance with the terms and conditions of the Loan Agreement attached hereto as Exhibit "A", the Promissory Note attached hereto as Exhibit "B", and the Deed of Trust attached hereto as Exhibit "C", and any and all other documents as may be required by the Lender to evidence or secure such loan (collectively, the "Loan Documents").

E. The CDA has the authority to obtain a loan and enter into the Loan Documents pursuant to Section 18-2107(6) of the Community Development Law.

NOW THEREFORE, BE IT RESOLVED that the CDA approves the Assignment and authorizes the chairperson and secretary to execute the Assignment.

BE IT FURTHER RESOLVED that the CDA authorizes and approves the Loan and authorizes the chairperson and secretary to execute the Loan Documents any and all other documents as are necessary to effectuate the Loan.

IN WITNESS WHEREOF, the CDA hereby passes and adopts this Resolution as of this 15<sup>th</sup> day of December, 2025.

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
MCCOOK, NEBRASKA

---

Linda Taylor, Chairperson

ATTEST:

---

Lea Ann Doak, Secretary

**EXHIBIT "A"**

Loan Agreement

[Attached]

## **LOAN AGREEMENT**

This Loan Agreement ("Loan Agreement") is entered into effective as of the \_\_ day of December, 2025, by and between McCook Economic Development Corporation, a Nebraska nonprofit corporation ("Lender"), with an address of 402 Norris Avenue, Suite 301, McCook, NE 69001, and Community Development Agency City of McCook, Nebraska, a body politic and corporate organized and existing under the laws of the State of Nebraska ("Borrower"), with an address of 505 West C Street, McCook, NE 69001.

### **RECITALS**

A. The property identified as Parcel ID Numbers: 001570000, 001570001, and 00814600 and legally described as:

Lot 1 and Lot 3A, Block 1, Red Willow Realty First Addition to the City of McCook, Red Willow County, Nebraska, as per Certificate of Approval for Administrative Lot Line Adjustment, Lot Split recorded June 18, 2015 as Instrument #2015-00976

and

Lots 7, 8, and 9, Block 1, Third Addition to McCook, Red Willow County, Nebraska

(the "Property") is located within Redevelopment Area #3 of the City of McCook. The Property has been specifically identified in the General Redevelopment Plan for Redevelopment Area #3 as a target property for Borrower redevelopment or rehabilitation.

B. Vert Development, LLC, a Colorado limited liability company ("Developer") has the Property under contract with the intention of developing affordable housing on the Property. There are multiple contingencies that need to occur in order for Developer's project to move forward, including certain environmental remediation. The development of the Property for any purpose is not currently financially feasible without said environmental remediation.

C. Borrower has the opportunity to acquire the Property from Developer and assist with the environmental remediation in preparation for a redevelopment project. In connection therewith, Borrower will need to undertake certain testing and studies on the Property prior to redevelopment (the acquisition of the Property, testing, studies, and the preparation of the Property for potential redevelopment shall be referred to herein as the "Project").

D. In connection with the acquisition of the Property, Borrower would enter into an option agreement or similar agreement with Developer to convey the project site back to Developer for redeveloper under certain conditions to be determined by Borrower and Developer.

E. Borrower does not have sufficient funds for the Project.

F. Lender desires to make a loan to Borrower for the Project, pursuant to the terms set forth herein.

NOW THEREFORE, based on the Recitals above, and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

## **PART I: THE LOAN.**

**Section 1.01. Amount, Term, Rate.** The Lender agrees to lend to the Borrower the amount of Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00) at an interest rate of zero percent (0%) per annum (the "Loan").

**Section 1.02. Purpose of Loan.** The purpose of the Loan is to assist the Borrower with the costs of the Project. It is anticipated that approximately \$200,000 of the Loan shall be used for acquisition of the Property and approximately \$20,000 of the Loan shall be used for asbestos surveys and environmental studies on the Property. The funds for the studies may be used by Borrower to either contract with third parties for new studies or paid to Developer for the assignment and assumption of completed studies relating the Property that have been undertaken for this transaction. No portion of the Loan shall be used for any other purpose than the Project.

**Section 1.03. Disbursement.** The Loan shall be disbursed to Borrower at the closing on Borrower's acquisition of the Property.

**Section 1.04. Repayment.** It is the Borrower's intent to sell the Property back to the Developer for a price equal to or greater than the Loan amount following the remediation work on the Property completed by Borrower, subject to Developer's exercise of the option to reacquire the Property. The Loan shall immediately be repaid in full as part of the closing between Borrower and the Developer. This shall be the only repayment condition. If, for any reason, Borrower does not convey the Property to Developer by December 31, 2029, then the loan shall be forgiven.

**Section 1.05. Security; Non-Recourse.** Borrower shall execute a deed of trust and cause said deed of trust to be recorded with the Red Willow Register of Deeds as a first position lien against the Property. This Agreement is a non-recourse obligation of the Borrower. The sole recourse of the Lender for the repayment of the Loan shall be the exercise of its rights against the Property expressly granted in the Deed of Trust.

## **PART II: CONDITIONS OF THE LOAN.**

The obligation of the Lender to make the Loan will be subject to the fulfillment, on or before the time of closing, of each of the following conditions:

**Section 2.01. Transaction with Developer.** Borrower shall enter into one or more agreements with the Developer including: (1) an Assignment of Developer's purchase agreement for the Property, and (2) an Option for Developer to repurchase the Property upon certain conditions and contingencies being satisfied. All documents for the transaction between Borrower and Developer shall be acceptable to Lender in Lender's reasonable discretion.

**Section 2.02. Execution and Delivery of Promissory Note and Deed of Trust.** The Borrower will have executed and delivered to the Lender a promissory note evidencing the Loan and deed of trust in a form satisfactory to Lender. The deed of trust shall be recorded against the Property at the Closing for Borrower's acquisition of the Property.

**Section 2.03. Remediation.** Borrower, with the assistance of Lender, shall take all steps necessary to complete the necessary environmental remediation on the Property, including but not limited to applying for certain grants identified by Lender. Provided, however, Borrower shall not be obligated to undertake any action that requires additional funding by Borrower beyond the Loan amount without further approval by Borrower.

### **PART III: MISCELLANEOUS.**

**Section 3.01. Waiver of Notice.** No failure or delay on the part of the Lender in exercising any right, power, or remedy hereunder will operate as a waiver thereof nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No modification or waiver of any provision of this Loan Agreement, nor any consent to same, will be effective unless it is in writing and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower in any particular instance will entitle the Borrower to any other or further notice or demand in similar or other circumstances.

**Section 3.02. Amendments.** The Borrower and the Lender reserve all rights to amend any provisions of this Loan Agreement, to consent to or waive any departure from the provisions of this Loan Agreement, and to release or otherwise deal with any collateral security for payment; provided that, all such amendments must be in writing and executed by the Lender and the Borrower.

**Section 3.03. Survival of Representations and Warranties.** All agreements, representations, and warranties made by the Borrower or any other document or certificate delivered to the Lender in connection with the transaction contemplated by this Loan Agreement, will survive the delivery of this Loan Agreement and will continue in full force and effect so long as the Loan is outstanding.

**Section 3.04. Counterparts.** This Loan Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**Section 3.05. Governing Law.** This Loan Agreement will be governed by, construed according to the laws of, and subject to the jurisdiction of, the State of Nebraska.

**Section 3.06. Part and Section Headings.** Part and Section headings used in this Loan Agreement are for convenience only and will not affect the construction of this Loan Agreement.

**Section 3.07. Credit Agreement in Writing.** A credit agreement must be in writing to be enforceable under Nebraska law. To protect against any misunderstandings or disappointments, any contract, promise, undertaking or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

The parties acknowledge they have read and understand this Loan Agreement and agree to its provisions, and that it will be effective as of the date first above written.

Attest:

**BORROWER:**

Community Development Agency of  
the City of McCook Nebraska

By: \_\_\_\_\_  
Lea Ann Doak , Secretary

\_\_\_\_\_  
Linda Taylor, Chairperson

**LENDER:**

McCook Economic Development  
Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "B"**

Promissory Note

[Attached]

## PROMISSORY NOTE

\$220,000.00

Effective Date: December \_\_, 2025

**PROMISE TO PAY:** For value received, the receipt and sufficiency of which is hereby acknowledged, the Community Development Agency of the City of McCook, Nebraska, a municipal corporation ("Borrower"), with an address of 505 West C Street, McCook, NE 69001, promises to pay to the order of McCook Economic Development Corporation, a body politic and corporate organized and existing under the laws of the State of Nebraska ("Lender"), with an address of 402 Norris Avenue, Suite 301, McCook, NE 69001, the principal sum of Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00), on the terms and conditions herein.

**NO INTEREST:** The principal sum due hereunder shall not accrue interest.

**PAYMENT:** No payments shall be due under this Note until Borrower's transfer of the Property, as more particularly described in Section 1.04 of the loan agreement between Lender and Borrower dated of even date herewith. The amount due under this Note shall be paid in full upon Borrower's transfer and conveyance of the Property.

**TERM:** The maturity date for this Note is December 31, 2029. If the conditions set forth in the previous section that trigger repayment of this Note have not occurred by December 31, 2029, then all amounts due hereunder shall be forgiven and this Note shall be terminated.

**PREPAYMENT:** This Note may be prepaid in part or in full on or before maturity without any charge or penalty to Borrower.

**MODIFICATION AND WAIVER:** The modification or waiver of any of Borrower's obligations or Lender's rights under this Note must be evidenced by a writing signed by Lender. Lender may perform any of Borrower's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion will not constitute a waiver on any other occasion.

**SEVERABILITY:** If any provision of this Note is invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**ASSIGNMENT:** Borrower agrees not to assign any of Borrower's rights, remedies or obligations described in this Note without the prior written consent of Lender, which consent may be withheld by Lender in its sole discretion. Borrower agrees that Lender is entitled to assign some or all of its rights and remedies described in this Note without notice to or the prior consent of Borrower.

**NOTICE:** Any notice or other communication to be provided to Borrower or Lender under this Note shall be in writing and sent to such address as the parties may designate in writing from time to time.

**APPLICABLE LAW:** This Note shall be governed by and construed in accordance with the laws of the State of Nebraska.

**MISCELLANEOUS:** Borrower and Lender agree that time is of the essence. Borrower agrees to make all payments to Lender at any address designated in writing by Lender and in lawful United States currency. Borrower and any person who endorses this Note waives presentment, demand for payment, notice of dishonor and protest and further waives any right to require Lender to proceed against anyone else before proceeding against Borrower or said person. This Note shall be binding upon the successors and assigns of Borrower and Lender. This Note represents the complete and integrated understanding between Borrower and Lender regarding the subject matter hereof.

**CREDIT AGREEMENT:** A CREDIT AGREEMENT MUST BE IN WRITING TO BE ENFORCEABLE UNDER NEBRASKA LAW. TO PROTECT AGAINST ANY MISUNDERSTANDINGS OR DISAPPOINTMENTS, ANY CONTRACT, PROMISE, UNDERTAKING OR OFFER TO FOREBEAR REPAYMENT OF MONEY OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, OR ANY AMENDMENT OF, CANCELLATION OF, WAIVER OF, OR SUBSTITUTION FOR ANY OR ALL OF THE TERMS OR PROVISIONS OF ANY INSTRUMENT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, MUST BE IN WRITING TO BE EFFECTIVE.

This Promissory Note is dated as of the Effective Date.

**“BORROWER”**

Community Development Agency of  
the City of McCook Nebraska

Attest:

By: \_\_\_\_\_  
Lea Ann Doak , Secretary

\_\_\_\_\_  
Linda Taylor, Chairperson

**EXHIBIT "C"**

Deed of Trust

[Attached]

After recording return to:  
Andrew Willis  
Cline Williams Law Firm  
233 S 13th Street, Suite 1900  
Lincoln, NE 68508

### **DEED OF TRUST**

THIS DEED OF TRUST (“Deed of Trust”) is made effective as of the \_\_\_\_ day of December, 2025 (“Effective Date”) by and among Community Development Agency City of McCook, Nebraska, a body politic and corporate organized and existing under the laws of the State of Nebraska, whose address is 505 West C Street, McCook, NE 69001 (“Trustor”), Andrew Willis, attorney at law, whose address is 233 S 13th Street, Suite 1900, Lincoln, NE 68508 (“Trustee”), and McCook Economic Development Corporation, a Nebraska nonprofit corporation, whose address is 402 Norris Avenue, Suite 301, McCook, NE 69001 (“Beneficiary”).

FOR VALUABLE CONSIDERATION, Trustor irrevocably transfers, conveys, and assigns to Trustee, in trust, with power of sale, for the benefit and security of Beneficiary, its successors and assigns under and subject to the terms and conditions of this Deed of Trust, the real property legally described as follows:

Lot 1 and Lot 3A, Block 1, Red Willow Realty First Addition to the City of McCook, Red Willow County, Nebraska, as per Certificate of Approval for Administrative Lot Line Adjustment, Lot Split recorded June 18, 2015 as Instrument #2015-00976

and

Lots 7, 8, and 9, Block 1, Third Addition to McCook, Red Willow County, Nebraska

(the “Real Estate”), together with all rents, easements, appurtenances, hereditaments, interest in adjoining roads, streets, alleys, improvements, buildings of any kind situated thereon, and all personal property that may be or hereafter become an integral part of such buildings and improvements, and all water and mineral rights related thereto, which Real Estate and the entire estate and interest conveyed to the Trustee hereunder are hereinafter referred to collectively as the “Trust Estate.”

1. Obligations to be Secured. This Deed of Trust is made for the purpose of securing:

(a) The payment of indebtedness, in the original principal amount of \$220,000.00, as evidenced by that certain Promissory Note (the "Note") of even date herewith by and between Trustor and Beneficiary, which Note is incorporated herein and made a part hereof by this reference;

(b) The prompt, full and faithful performance and discharge as and when the same are due of each and every obligation, covenant and agreement due and owing or which may become due and owing at any time in the future by Trustor to Beneficiary under this Deed of Trust, the Note, and the Loan Agreement by and between Trustor and Beneficiary of even date herewith (the "Loan Agreement") which Loan Agreement is incorporated herein and made a part hereof by this reference, including, but not limited to, the payment of the real estate taxes prior to delinquency on the Trust Estate; and

(c) The prompt payment of all amounts due and owing or which may become due and owing at any time in the future by Trustor to Beneficiary under this Deed of Trust, the Note, or the Loan Agreement.

This Deed of Trust, the Note, the Loan Agreement and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby are referred to collectively as the "Loan Instruments."

2. Covenants. In addition to and not in limitation of any other covenants, agreements or obligations required to be observed or performed by Trustor hereunder or under the Loan Instruments, Trustor hereby covenants and agrees as follows:

(a) to pay when due the indebtedness evidenced in the Note and all charges, fees, and sums as provided in the Loan Instruments; and

(b) to observe and promptly perform and discharge all obligations, terms, covenants (affirmative and negative), understandings, conditions or agreements required to be performed or observed by Trustor pursuant to the Loan Instruments.

3. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Trustor's failure to make payment of any amount secured hereby when such payment is due, including without limitation any payment due under the Note;

(b) Trustor's failure to observe or perform any obligation, term, covenant, understanding, condition or agreement, or the provisions required to be performed or observed by Trustor under the terms of any of the Loan Instruments, which failure is not satisfied within thirty (30) days following the Trustor's receipt of written notice of such failure from Beneficiary, or in the case of a failure that cannot reasonably be cured within thirty (30) days, such longer period as may be reasonable, provided Trustor immediately undertakes such action as may be reasonably necessary to correct such failure and thereafter

diligently pursues the cure of such failure to the Beneficiary's reasonable satisfaction; and/or

(c) Trustor's sale or transfer of all or any part of the Trust Estate or an interest therein without Beneficiary's prior written consent.

4. Acceleration Upon Default, Additional Remedies. Should an event of default occur, Beneficiary may declare all indebtedness secured hereby to be immediately due and payable and the same shall thereupon become immediately due and payable without any presentment, demand, protest, or notice of any kind. Thereafter, Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon, and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability, or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom, or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues, and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues, and profits, and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt, and application of rents, issues, or profits, Trustee or Beneficiary shall have and be entitled to exercise every right or remedy provided for in any of the Loan Instruments or by law or in equity upon occurrence of any event of default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, all in accordance with applicable law, which notice Trustee shall cause to be duly filed for record in the appropriate official records of the county in which the Trust Estate is located; or

(d) Take such steps to protect and enforce its rights, whether by action, suit or proceeding at law or in equity, for the specific performance of any covenant, condition or agreement in this Deed of Trust, or in aid of the execution of any power granted herein or therein, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Beneficiary shall elect.

5. Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the Power of Sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published, and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee, and Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) As may be permitted by law, after deducting all costs, fees, and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of any sale to the payment of (i) all sums expended under the terms hereof not then repaid; (ii) all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may, in the manner provided by law, postpone sale of all or any portion of the Trust Estate.

6. Due on Sale. Upon the sale or transfer of all or any part of the Trust Estate without the Beneficiary's prior written consent, the Beneficiary may at its option declare all sums secured by this Deed of Trust to be immediately due and payable. Sale or transfer means the conveyance of the Trust Estate or any right, title or interest in the Trust Estate, whether legal, beneficial or equitable, whether by operation of law or otherwise, including without limitation any lease of the Real Estate.

7. Reconveyance by Trustee. Upon written request of Beneficiary stating that all obligations secured hereby have been paid or performed in full, or that Beneficiary has forgiven the outstanding balance in accordance with the Loan Instruments, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's fees, if any, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons entitled thereto."

8. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Trust Estate is located, and by otherwise complying with the provisions of the applicable law of the State of Nebraska, substitute a successor or successors to the Trustee named herein or acting hereunder.

9. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors, and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

10. Inspections. Beneficiary or its agents, representatives, or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

11. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect the provisions of such Loan Instruments which can be given effect without the conflicting provision and, to this end, the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge, or termination is sought.

12. Notices. Whenever Beneficiary, Trustor, or Trustee shall desire to give or serve any notice, demand, request, or other communication with respect to this Deed of Trust, unless notice is required by law to be given by another method, each such notice, demand, request, or other communication shall be in writing and shall be effective on delivery if the same is delivered by personal service two (2) days following posting if mailed by certified mail or reputable overnight carrier, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

13. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed by Trustor and acknowledged, is made a public record as provided by law.

**(Signature Page follows)**



**CITY MANAGER'S REPORT**  
**DECEMBER 15, 2025 MCCOOK COMMUNITY DEVELOPMENT AGENCY MEETING**

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ITEM NO. \_\_\_ Discussion regarding McCook's CDA acquiring the St. Catherine's Property to facilitate a redevelopment project.

ITEM NO. \_\_\_ Approve Resolution No. CDA 2025-\_\_\_ approving the acquisition of certain real property the execution of an option agreement on said property with the seller as a condition of and in connection with the acquisition (loan agreement, promissory note, and deed of trust).

ITEM NO. **7.E.** Approve Resolution No. CDA 2025-~~46~~ approving the acquisition of certain real property the execution of an option agreement on said property with the seller as a condition of and in connection with the acquisition (assignment and assumption of real estate purchase agreement, and a real estate option agreement).

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**BACKGROUND:**

Following the closure of St. Catherine's Apartments in 2010 by the Romanoff Family, the building has experienced a revolving door of well-intentioned developers who lacked the capabilities needed to refurbish the building for continued use. The complexity of the project, along with the significant costs associated with the repair, made the project unattainable for most prospective developers. This past summer, the MEDC and City of McCook were approached by Vert Development, LLC from Colorado, with an inquiry regarding the community of McCook's willingness to assist with refurbishment efforts at St. Catherine's. Vert Development has a history of redeveloping similar buildings in the Denver region. Most recently, Vert Development began the process of repurposing Ogallala's old junior high into LIHTC apartments. City staff and MEDC board members/staff have had numerous conversations with Vert Development's managing member, Ryan Tobin. Mr. Tobin's track record and knowledge of available resources for large-scale projects similar to St. Catherine's is impressive. Vert Development, LLC appears to be the perfect redeveloper to push the St. Catherine's project forward.

In order for the project to qualify for certain financial resources and grants, the City of McCook must have temporary ownership of the building. In particular, staff believes it is best for the Community Development Agency to serve as the controlling governmental owner. Under Nebraska's Community Development Act, McCook's CDA has more flexibility than the City of McCook to complete a redevelopment project in a timely fashion.

The City of McCook, MEDC, and Vert Development have been working with Andrew Willis, McCook's TIF attorney, to structure an ownership plan that will satisfy the parties' needs. The attached memo from Mr. Willis provides a summary of the CDA's authority for the proposed transaction. The documents prepared for the CDA's consideration, are as follows: 1) Loan Agreement from the MEDC to the CDA which will serve to transfer unused Rural Workforce Housing funds, with the intent for the funds to assist with Vert Development's purchase of St. Catherine's from Adamark Investments - no City of McCook property tax or sales tax dollars will be used to purchase the property and the loan will be non-recourse, meaning that there is no obligation on the part of the CDA/City to pay it back; 2) a Promissory

Note which serves as the City of McCook's promise to pay the MEDC the loan (again, if there are no funds available for repayment to the MEDC, the CDA will not be required to pay the \$220,000 back; 3) a Deed of Trust, which will secure the debt evidenced in the non-recourse Promissory Note; 4) an Assignment and Assumption of Real Estate Purchase Agreement, said Purchase Agreement the controlling document between Vert Development and the CDA, which places the City in the same position as Vert Development under its original purchase agreement with Adamark Investments (ie. Maria Prusakowski serves as Adamark's managing member); and 5) a Real Estate Option Agreement which serves as protection to Vert Development that it has first option to purchase the real estate back from the CDA at the same price stated in the Loan Agreement (ie. \$220,000) upon completion of the redevelopment.

It is important to note that in no case will the CDA be under any financial responsibility to use general fund dollars to effectuate the terms of this agreement. Also, if the intended purpose does not occur (ie. the redevelopment of St. Catherine's Apartments), asbestos removal and other hazardous material remediation efforts will now make the property clear for potential demolition.

Councilman Calvin has stated in the past that the only way St. Catherine's can be properly redeveloped is if the City/CDA owns the property. After getting nowhere with the past three owners, staff concurs with Councilman Calvin's conclusion.

To achieve the desired goals, two resolutions are necessary. The first resolution contains the three necessary pieces between the CDA and MEDC to activate the \$220,000 non-recourse loan (ie. loan agreement, promissory note, and deed of trust). The second resolution contains the two necessary pieces between the CDA and Vert Development to place ownership in the CDA and grant Vert Development an option for repurchase upon project completion (ie. assignment and option).

**APPROVALS:**



Nathan A. Schneider, City Manager

December 11, 2025



Lea Ann Doak, City Clerk

December 11, 2025

**COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF MCCOOK, NEBRASKA**

**RESOLUTION NO. CDA 2025-06**

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF MCCOOK, NEBRASKA, APPROVING THE ACQUISITION OF CERTAIN REAL PROPERTY THE EXECUTION OF AN OPTION AGREEMENT ON SAID PROPERTY WITH THE SELLER AS A CONDITION OF AND IN CONNECTION WITH THE ACQUISITION.**

**RECITALS**

A. The property identified as Parcel ID Numbers: 001570000, 001570001, 001570200, and 00814600 and legally described as:

Lot 1 and Lot 3A, Block 1, Red Willow Realty First Addition to the City of McCook, Red Willow County, Nebraska, as per Certificate of Approval for Administrative Lot Line Adjustment, Lot Split recorded June 18, 2015 as Instrument #2015-00976

and

East 10' of Lot 2, Block 1, Red Willow Realty First Addition to the City of McCook, Red Willow County, Nebraska

and

Lots 7, 8, and 9, Block 1, Third Addition to McCook, Red Willow County, Nebraska

(the "Property") is located within Redevelopment Area #3 of the City of McCook.

B. The Property has been specifically identified in the General Redevelopment Plan for Redevelopment Area #3 as a target property for redevelopment or rehabilitation.

C. Vert Development, LLC, a Colorado limited liability company ("Developer") has the Property under contract and desires to develop affordable housing on the Property.

D. The Property currently requires significant environmental remediation prior to being able to redeveloped for any purpose. The CDA has the opportunity to seek certain grant funding for the required remediation.

E. The CDA desires to acquire the Property to attempt to provide such remediation. Developer is willing to assign its right in the Property to the CDA, pursuant to the Assignment and Assumption of Real Estate Purchase Agreement attached hereto as Exhibit "A" (the "Assignment"), provided that the CDA grants an option to Developer to repurchase the Property pursuant to the Real Estate Option Agreement attached hereto as Exhibit "B" (the "Option").

F. The CDA has the authority to execute the Assignment and purchase the Property pursuant to Sections 18-2107(4) and 18-2108 of the Community Development Law.

G. The CDA has the authority to enter into the Option pursuant to Sections 18-2107(4) and 18-2118 of the Community Development Law.

NOW THEREFORE, BE IT RESOLVED that the CDA approves the Assignment and authorizes the chairperson and secretary to execute the Assignment.

BE IT FURTHER RESOLVED that the CDA authorizes the acquisition of the Property pursuant to the terms of the real estate purchase agreement attached to the Assignment, and authorizes the chairperson and secretary to execute any and all other documents as are necessary to effectuate the purchase of the Property.

BE IT FURTHER RESOLVED that the CDA approves the Option and authorizes the chairperson and secretary to execute the Option.

IN WITNESS WHEREOF, the CDA hereby passes and adopts this Resolution as of this 15<sup>th</sup> day of December, 2025.

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
MCCOOK, NEBRASKA

---

Linda Taylor, Chairperson

ATTEST:

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Lea Ann Doak, Secretary

**EXHIBIT "A"**

Assignment and Assumption of Real Estate Purchase Agreement

[Attached]

**ASSIGNMENT AND ASSUMPTION  
OF REAL ESTATE PURCHASE AGREEMENT**

This Assignment and Assumption of Real Estate Purchase Agreement (“Assignment”) is made effective as of the \_\_\_ day of December, 2025, by and between Vert Development, LLC, a Colorado limited liability company (“Assignor”) and Community Development Agency City of McCook, Nebraska, a body politic and corporate organized and existing under the laws of the State of Nebraska (“Assignee”).

**RECITALS**

A. Assignor is the Buyer under the Real Estate Purchase Agreement dated as of November 14, 2025, (the “Agreement”) attached hereto as Exhibit “A” and incorporated herein by this reference.

B. Assignor desires to assign and transfer the Agreement to Assignee and Assignee desires to assume the Agreement from Assignor on the terms and conditions in this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. In consideration of value received and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all of Assignor’s right, title, and interest in and to the Agreement, subject to all the terms and conditions thereof as of the date of this Assignment (the “Effective Date”).

2. Assumption. From and after the Effective Date, Assignee hereby assumes the Agreement and agrees to faithfully perform and fulfill all of the covenants, conditions, and obligations of the Assignor contained in such Agreement to the extent the same first arise or occur on or after the Effective Date.

3. Further Assurances. Assignor hereby covenants and agrees that it will from time to time at the written request of Assignee and without further consideration, duly execute and deliver to Assignee or to the nominee, successors or assigns of Assignee, such instruments as may reasonably be required to assure the full and effective assignment and assumption of the Agreement.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**(Signature page follows)**

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date above first written, fully intending to bind themselves and their respective successors and assigns.

**“ASSIGNOR”**

Vert Development, LLC, a Colorado limited liability company

By: \_\_\_\_\_  
Ryan Tobin, Managing Member

**“ASSIGNEE”**

Community Development Agency City of McCook, Nebraska

Attest:

By: \_\_\_\_\_  
Lea Ann Doak , Secretary

By: \_\_\_\_\_  
Linda Taylor, Chairperson

**CONSENT OF SELLER**

Adamark Investments, LLC, hereby consents to the Assignment and Assumption of the Real Estate Purchase Agreement by Assignor to Assignee and consents to the assumption of the rights and obligations under the Agreement by Assignee.

Adamark Investments, LLC, a Colorado limited liability company

By: \_\_\_\_\_  
Maria Prusakowski, President

**Exhibit "A"**

[Attach a copy of the Agreement]

4923-3390-8351, v. 1

**EXHIBIT "B"**

Real Estate Option Agreement

[Attached]

**REAL ESTATE OPTION AGREEMENT**

This Real Estate Option Agreement (“Agreement”) is made and entered into effective as of the \_\_\_ day of December, 2025, by and between Vert Development, LLC, a Colorado limited liability company, or its assigns (“Buyer” or “Optionee”), and the Community Development Agency City of McCook, Nebraska, a body politic and corporate organized and existing under the laws of the State of Nebraska (“Seller” or “Optionor”).

**RECITALS**

A. Buyer was originally the Buyer under the Real Estate Purchase Agreement for the property

Lot 1 and Lot 3A, Block 1, Red Willow Realty First Addition to the City of McCook, Red Willow County, Nebraska, as per Certificate of Approval for Administrative Lot Line Adjustment, Lot Split recorded June 18, 2015 as Instrument #2015-00976

and

Lots 7, 8, and 9, Block 1, Third Addition to McCook, Red Willow County, Nebraska

(the “Property”).

- B. Buyer assigned its rights to purchase the Property to Seller pursuant to that certain Assignment and Assumption of Real Estate Purchase Agreement dated December \_\_, 2025 (“Assignment”).
- C. As a condition of Buyer agreeing to the Assignment, Buyer required an option to repurchase the property under certain terms and conditions that are contained herein.
- D. Seller is willing to provide Buyer with an option to acquire the Property as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties recited herein, it is mutually agreed as follows:

**ARTICLE I**

**OPTION TO PURCHASE**

1.1 **Option.** Seller hereby grants to Buyer an exclusive option (“Option”) to purchase the Property subject to the terms and conditions hereinafter specified.

1.2 **Term.** The term of this Option (the “Option Term”) shall begin on date upon which Seller acquires the Property and shall expire if not exercised by 5:00 p.m.

on December 31, 2029 (the "Expiration Date") without any further action by Seller or Buyer. The parties acknowledge and agree that the Closing may take place outside of the Option Term if the Option is properly exercised before the Expiration Date. The parties further acknowledge that if Seller does not acquire the Property for any reason, then this Agreement shall be null and void and have no legal effect.

1.3 **Exercise.** In order to exercise this Option, Buyer shall deliver to Seller written notice of its exercise hereof prior to the Expiration Date. Failure to exercise this Option prior to the Expiration Date shall act as an expiration and termination of Buyer's rights hereunder.

1.4 **No Renewal.** Buyer shall not have the right to renew this Option to purchase the Property. If Buyer has not previously exercised its right to purchase the Property hereunder prior to the Expiration Date, this Option shall be automatically terminated without any further action of Seller or Buyer.

1.5 **Offer to Buy Real Estate and Acceptance.** If Buyer exercises the Option, then the parties shall be bound to the terms and conditions of this Agreement which shall also operate as a Real Estate Purchase Agreement.

1.6 **Purchase Price.** At Closing, as defined herein, Buyer agrees to pay to Seller the sum of Two Hundred Twenty Thousand and no/100 Dollars (\$220,000.00) (the "Purchase Price"). On the Closing Date, Buyer shall pay to Seller, the Purchase Price in cash, by cashier's check, or by wire transfer of immediately available funds.

## ARTICLE II

### CLOSING PROVISIONS

2.1 **Closing Date.** The parties agree to close this transaction within thirty (30) days after the exercise of this Option, or as soon as possible thereafter. The parties agree to utilize a mutually acceptable title company (the "Title Company") for the Closing.

2.2 **Title.** At Closing, Seller shall execute and deliver to Buyer a special warranty deed (the "Deed") conveying title to the Property to Buyer in fee simple free and clear of all taxes, liens, encumbrances, special assessments, restrictions, encroachments, or leasehold interests, except the Permitted Exceptions as defined in Paragraph 2.5.

2.3 **Closing Costs and Prorations.** Buyer and Seller agree to retain the Title Company to provide escrow, title, and closing services for this transaction. Buyer shall pay the expenses of the Title Company and all costs associated with the Closing. Each party shall pay its own attorney fees. Any income, expenses, and liabilities attributable to the Property through the day before the Closing Date shall be for the account of Seller and thereafter for the account of Buyer.

2.4 **Taxes.** Seller shall be responsible for real estate taxes on the Property for all years prior to the year of Closing. Taxes for the calendar year of Closing shall be

prorated to the Closing Date. Taxes shall be prorated on the basis of the most current assessment for the real property and based upon the most current tax levy as set by the Board of Equalization of Red Willow County.

2.5 **Title Insurance.**

a. Evidence of Title. At any time during the Option Period, Buyer may obtain a title insurance commitment on the Property issued by the Title Company ("Title Commitment"). The Title Commitment will show marketable title to the Property in accordance with the terms and conditions of this Agreement and shall agree to insure title in Buyer and for the benefit of Buyer's lender in the amount of the Purchase Price following Closing in conformity herewith. Buyer shall pay the entire cost the title insurance policy insuring the Property in Buyer.

b. Title Review and Objections. Buyer shall approve or disapprove title to the Property within fifteen (15) days after receipt of the Title Insurance Commitment. Buyer shall notify Seller in writing as to any matters reflected on the Title Commitment to which Buyer objects. Seller shall have a reasonable time to cure such defect and Seller shall bear the expense of curing the same. If efforts to cure any such defect fail, Buyer shall have the option to (i) rescind this Agreement; or (ii) waive such objections not cured and proceed with Closing. Any matters reflected in the Title Commitment to which Buyer does not object shall be deemed to be "Permitted Exceptions."

2.6 **Possession.** Buyer shall receive possession of the Property at Closing.

2.7 **Tests and Examinations.** Seller will permit Buyer, its agents, employees, or representatives to enter upon the Property at reasonable hours and for reasonable duration for the purpose of conducting tests, inspections, or examinations of the Property that Buyer may desire to determine the condition of the Property (including, but not limited to, the environmental condition of the Property); provided, however, that prior to conducting any invasive testing (including any Phase II environmental assessment or any environmental testing), Buyer shall obtain Seller's prior written consent. Such written consent not to be unreasonably withheld. Buyer shall be responsible for the expense of any tests or examinations of the Property which Buyer conducts. In the event any test or examination causes any damage to the Property and Buyer does not close on the purchase, Buyer shall reimburse Seller for the cost to repair such damage.

2.8 **Condition of Property.**

(a) Buyer specifically acknowledges and agrees that: (i) Buyer has, or will have before the date of Closing, to the extent desired, completed an investigation and inspection of the Property including, without limitation, such soils, engineering and environmental studies as may be necessary to assess the condition of the Property and the suitability of the Property for its intended uses, including without limitation receipt of all approvals which Buyer deems necessary in connection with its decision to purchase the Property on the terms and conditions set forth in this Agreement, including, but not limited to, obtaining all approvals and permits from governmental

agencies which have jurisdiction over the Property ("Buyer's Property Inspection") and shall deliver to Seller copies of any and all engineering, environmental or other documented information obtained by Buyer in conjunction with Buyer's investigation of the Property (the "Investigation Documentation"); (ii) Seller is selling and Buyer is purchasing the Property on an "AS IS WITH ALL FAULTS" basis; and (iii) Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller, its employees, directors, officers, agents, consultants, contractors, subcontractors or brokers as to any matters concerning the Property including, without limitation, any information contained in any report, plan or other written material given by Seller to Buyer with respect to the Property. In addition, but without limiting the generality of the foregoing: (i) all documents, reports, studies and other information or materials delivered or disclosed to Buyer by Seller, including, without limitation, any environmental reports, surveys and other information provided to Buyer by or on behalf of Seller, are being provided to Buyer for informational purposes only and only as an accommodation to Buyer; (ii) Seller has not made, is not making, and will not make any representation, warranty or promise of any kind, express or implied, concerning the accuracy or completeness of all or any part of such documents and/or other information; and (iii) any inaccuracy, incompleteness or deficiency in any part of such documents and/or other information shall be solely the risk and responsibility of Buyer, shall not be chargeable in any respect to Seller and shall not form the basis of any claims by Buyer against Seller or any person or entity that prepared, authored, compiled or created any part of the information, such claims hereby being expressly waived and relinquished by Buyer.

Without in any way limiting the generality of the preceding paragraph, in entering into this Agreement and purchasing the Property, Buyer hereby acknowledges and agrees that Seller has not made, does not hereby make and will not hereafter make any representations or warranties or guarantees, whether express or implied, with respect to the Property or the physical condition thereof, including, without limitation:

(i) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY;

(ii) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER;

(iii) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF UTILITIES SERVICING THE PROPERTY;

(iv) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, OR THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, FITNESS, SUITABILITY, VALUE OR ADEQUACY FOR ANY PARTICULAR PURPOSE;

(v) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON USE OF THE PROPERTY;

(vi) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES OR LAWS OR WITH THE RESTRICTIONS OF ANY

GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY;

(vii) THE PRESENCE OF HAZARDOUS SUBSTANCES (AS HEREINAFTER DEFINED) IN, ON, UNDER, BENEATH OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY OR THE EXISTENCE OF ANY SUBSURFACE STRUCTURES, INCLUDING UNDERGROUND TANKS, CONTAINERS OR CONDUITS IN, ON, UNDER, BENEATH OR ABOUT THE PROPERTY. THE TERM "HAZARDOUS SUBSTANCES" SHALL MEAN ANY CHEMICAL, SUBSTANCE, WASTE, MATERIAL, GAS, MICROORGANISM OR EMISSION WHICH IS DEEMED HAZARDOUS, TOXIC, A POLLUTANT OR A CONTAMINANT UNDER ANY ENVIRONMENTAL LAW (AS HEREINAFTER DEFINED), OR WHICH HAS BEEN SHOWN TO HAVE SIGNIFICANT ADVERSE EFFECTS ON HUMAN HEALTH OR THE ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, PETROLEUM AND PETROLEUM PRODUCTS, ASBESTOS, CHLOROFLUOROCARBONS, RADON GAS, POLYCHLORINATED BIPHENYLS AND STACHYBOTRYS. THE TERM "ENVIRONMENTAL LAWS" SHALL MEAN ALL STATUTES, ORDINANCES, BYLAWS, RULES AND REGULATIONS, EXECUTIVE ORDERS AND OTHER ADMINISTRATIVE ORDERS, JUDGMENTS, DECREES, INJUNCTIONS OR OTHER JUDICIAL ORDERS OF OR BY ANY GOVERNMENTAL AUTHORITY, NOW OR HEREAFTER IN EFFECT, RELATING TO POLLUTION OR PROTECTION OF HUMAN HEALTH OR THE ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, ANY OF THE FOREGOING RELATING TO EMISSIONS, DISCHARGES, RELEASES OR THREATENED RELEASES, MANUFACTURING, PROCESSING, DISTRIBUTION, USE, TREATMENT, STORAGE, DISPOSAL, TRANSPORT OR HANDLING OF MATERIALS OR SUBSTANCES THAT MAY BE HARMFUL TO HUMAN HEALTH, SAFETY OR THE ENVIRONMENT;

(viii) ACCESS RIGHTS TO OR FROM THE PROPERTY; or

(ix) THE CONDITION OF TITLE OF THE PROPERTY;

(b) Buyer, on behalf of itself and its successors and assigns, waives Buyer's right to recover from, and forever releases and discharges, Seller, Seller's affiliates, employees, directors and officers, for, from and against any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and court costs), whether direct or indirect, known or unknown, foreseen or unforeseen, patent or latent, that may arise on account of or in any way be connected with the Property, the physical condition of the Property, or any law or regulation applicable thereto including, without limitation, Environmental Laws.

(c) The provisions of this Section 2.8 shall survive the date of Closing.

## ARTICLE III

### SPECIFIC PROVISIONS

3.1 **Default.** In the event either party fails to comply with any of the material terms of this Agreement for a period of ten (10) days after receiving written notice from the non-defaulting party specifying the nature of the default, then the non-defaulting party may declare an event of default.

3.2 **Remedies.** If any event of default set forth in this Agreement shall occur and a defaulting party fails to cure the same within the express time period herein provided, the other party, in addition to any other rights of that party under this Agreement, may at its option and with ten (10) days prior written notice or demand, exercise any rights and remedies available at law or in equity, including, without limitation, specific performance of this Agreement. No remedy herein is intended to be exclusive of any other remedy provided herein or by law or in equity, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission of any party in exercising any remedies or power accruing upon any event of default shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein

## ARTICLE IV

### MISCELLANEOUS PROVISIONS

4.1 **Risk of Loss.** Any risk of loss of the Property shall be borne by Seller until title has been conveyed to Buyer at Closing. In the event, prior to the Closing Date, that the improvements, if any, on the Property are materially damaged by fire, exposure, or any other casualty, Buyer shall have the right to rescind the exercise of the Option and receive a refund of the Option Price or Buyer may elect to proceed with the Closing upon receipt of an adjustment for the insurance proceeds.

4.2 **Real Estate Commissions.** Buyer and Seller represent to each other that they have had no dealings with any real estate broker or real estate salesperson with respect to the sale and purchase contemplated herein and each party agrees to indemnify, defend and hold harmless the other party of and from any liability for real estate broker's or real estate salesperson's commissions or claims to or payment thereof for commissions arising in connection with this transaction by virtue of any dealings the indemnifying party may have had with any real estate broker, agent or salesperson.

4.3 **Time is of the Essence.** Time is of the essence of this Agreement and the entirety hereof.

4.4 **Parties in Interest.** This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, legatees, devisees, personal representatives, successors and permitted assigns.

4.5 **Governing Law.** All aspects of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

4.6 **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement but shall be interpreted according to the application of rules of interpretation of contracts generally.

4.7 **Assignment.** This Agreement may be transferred or assigned by Buyer to a partnership, corporation, limited liability company, or other entity without the prior written consent of Seller if such partnership, corporation, limited liability company or other entity is an affiliated entity of Buyer. For purposes of this Agreement, an affiliated entity is defined as an entity that directly or indirectly controls another entity, or is directly or indirectly controlled by another entity, or which is under common control alongside another entity. Any proposed assignment to an entity that is not an affiliated entity shall require the prior written consent of the Seller, which consent may be provided or withheld by Seller in Seller's sole and absolute discretion.

4.8 **Cooperation.** Each party hereby agrees to sign, execute, acknowledge, and deliver any and all certificates of title, deeds, or other documents or papers necessary or appropriate and to do all other acts necessary or expedient to fully carry out and fulfill the terms, provisions, and intentions of this Agreement.

4.9 **Waiver.** One or more waivers of any covenants, conditions, rules or regulations by Buyer or Seller shall not be construed as a waiver of a further breach of the same or different kind at any other time.

4.10 **Paragraph Headings.** The paragraph headings of this Agreement are for reference purposes only and shall not be considered as indicating the parties' intentions regarding the respective paragraphs nor in any way affect their construction.

4.11 **Alterations.** No alterations or modifications of any part of this Agreement or waivers of any of its provisions shall be effective or enforceable against any parties unless the same shall be made in writing and signed by the party to be charged.

4.12 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.13 **Notices.** All notices given pursuant to this Agreement by either party to the other shall be in writing and delivered by nationally recognized overnight courier service or mailed by Certified or Registered Mail, postage prepaid, and addressed as provided below or at such other address or addresses as either party may designate by notice given to the other party. With respect to all notices so mailed or sent by nationally recognized overnight courier service, the same shall be deemed effective on the day of mailing or deposit with the overnight courier service. All notices shall be addressed to the parties as follows:

To Seller: Community Development Agency  
of the City of McCook, Nebraska  
505 West C Street  
McCook, NE 69001

To Buyer: Vert Development, LLC  
Attn: Ryan Tobin  
2515 Lawrence St.  
Denver, CO 80205

4.14 **Severability.** Except to the extent the same would operate to deprive either party of the economic benefit of its bargain hereunder, if any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.15 **Construction.** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

WHEREAS, the undersigned have executed this Real Estate Option as of the date first set forth above.

**“BUYER”**

Vert Development, LLC, a Colorado limited liability company

By: \_\_\_\_\_  
Ryan Tobin, Managing Member

**“SELLER”**

Community Development Agency City of  
McCook, Nebraska

Attest:

By: \_\_\_\_\_  
Lea Ann Doak , Secretary

\_\_\_\_\_  
Linda Taylor, Chairperson