

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, June 1, 2026
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

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

Pledge of Allegiance.

Call to Order.

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

Items.

1. Announcements & Recognitions.

2. Consent Agenda.

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

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

3. Regular Agenda.

A. Update regarding the youth sports complex project.

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

1. Chairperson asks Clerk to read Ordinance No. 2026-3117 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. 2026-3117.

4. Chairperson declaration after vote and passage, if approved under suspension of the rule.

C. Council Comments.

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

1. Nebraska Open Meetings Act statement, if the motion to close passes.

2. Close Executive Session.

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

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

1. Nebraska Open Meetings Act statement, if the motion to close passes.

2. Close Executive Session.

Adjournment.

**CITY MANAGER'S REPORT
JUNE 1, 2026 CITY COUNCIL MEETING**

ITEM: 2.A.

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

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 27, 2026

cCook City Council
May 18, 2026
5:30 P.M.

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:30 o'clock P.M. in the City Council Chambers.

Present: Mayor Linda Taylor, Councilmembers Jerry Calvin, Gene Weedon, Jared Muehlenkamp, Darcy Rambali.

Absent: City Attorney Nate Mustion, City Clerk Lea Ann Doak.

City Officials present: City Manager Nate Schneider, Deputy City Clerk Tracy Burkey, Assistant City Manager Tera Koetter, Utilities Director Pat Fawver, Fire Chief Marc Harpham, Police Chief Kevin Hodgson, Public Works Director Kyle Potthoff, Senior Services Director Beth Siegfried, and Building Inspector Barry Mooney.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on May 14, 2026, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

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

1. Announcements & Recognitions.

City Manager Schneider announced that the city will be closed on May 25, 2026, in observance of Memorial Day.

Pat Fawver, Utility Director, announced that the city was awarded a \$3,200,000.00 grant from the EPA through Deb Fischer's Office. This money will be used for repairs and upgrades at the water treatment plant.

2. Proclamations.

- 2.A. Approve the proclamation designating the week of May 17 - 23, 2026 as "National Public Works Week" and authorize the Mayor to sign.

The Public Works Director, Kyle Potthoff, thanked all the staff in his department for averaging 16.5 years of service to the City of McCook.

Motion to approve the proclamation designating the week of May 17 - 23, 2026 as "National Public Works Week" and authorize the Mayor to sign. This motion, made by Calvin and seconded by Rambali, passed. Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

- 2.B. Approve the proclamation designating May 17 - 23, 2026 as "Emergency Medical Services Week" and authorize the Mayor to sign.

Marc Harpham, Fire Chief, announced his appreciation for all the full-time employees as well as the volunteers. His full-time staff has a combined 222 years of service.

Motion to approve the proclamation designating May 17 - 23, 2026 as "Emergency Medical Services Week" and authorize the Mayor to sign. This motion, made by Weedin and seconded by Calvin, passed. Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3. Public Hearings.

- 3.A. Conduct a public hearing on the application of El Puerto LLC; dba "El Puerto 3", for a Class "I" - (Beer, Wine, Distilled Spirits, On Sale Only) license under the Nebraska Liquor Control Commission, to be located at 311 Norris Avenue, McCook, Nebraska.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the application of El Puerto LLC; dba "El Puerto 3", for a Class "I" - (Beer, Wine, Distilled Spirits, On Sale Only) license under the Nebraska Liquor Control Commission, to be located at 311 Norris Avenue, McCook, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Muehlenkamp and seconded by Rambali, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

The City Manager offered and received into evidence Exhibit #1 - the City Manager's Report dated May 18, 2026 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Redacted application and all attachments (124pages); and Exhibit #4 - Police Department Report (6 pages).

Yaloany Palma, owner of El Puerto, asked the Council to approve their new liquor license. El Puerto has had a license for years, but a new license number was assigned at the state level, so the approval process had to be redone. They had no infractions on their previous license. It was an error on the

state's part.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a City Council. This motion, made by Calvin and seconded by Muehlenkamp, passed. Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3.B. Recommend approval to the Nebraska Liquor Control Commission the application of El Puerto LLC; dba "El Puerto 3", for a Class "I" - (Beer, Wine, Distilled Spirits, On Sale Only) license under the Nebraska Liquor Control Commission, to be located at 311 Norris Avenue, McCook, Nebraska.

Motion to recommend approval to the Nebraska Liquor Control Commission the application of El Puerto LLC; dba "El Puerto 3", for a Class "I" - (Beer, Wine, Distilled Spirits, On Sale Only) license under the Nebraska Liquor Control Commission, to be located at 311 Norris Avenue, McCook, Nebraska. This motion, made by Rambali and seconded by Weedon, passed.
Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

4. Consent Agenda.

Councilmember Calvin requested that item 4.C. be pulled from the consent agenda for discussion.

- 4.A. Approve the minutes of the May 4, 2026 regular City Council meeting.
- 4.B. Forward to the City's insurance carrier for review and appropriate action a property damage incident form from Colt McDonald.
- 4.D. Receive and file the claims for the month of April 2026, published May 19, 2026.
- 4.E. Approve the application for a Special Designated Liquor License (SDL) submitted by Donna Vlasin, Liquor License #C-097364 for a wedding to be held at the City Auditorium, 302 West 5th Street, on June 6, 2026 from 4:00 P.M. to 12:00 A.M.
- 4.F. Adopt Resolution No. 2026-14 approving the 5311 Program Agreement - Federal-Aid Funds - Supplemental Agreement with the Nebraska Department of Transportation providing funding to be used for the City of McCook Public Transit's transportation operations for the budget period of 07/01/2025-06/30/2027 and authorize the Mayor to sign.
- 4.G. Recommend approval to the Nebraska Liquor Control Commission the Application for Manager submitted by Heritage Hills Golf Corp., 6000 Club House Drive, McCook, Nebraska, which holds License #IB-010450, the applicant being Mason Michaelis.
- 4.H. Adopt Resolution No. 2026-13 granting a Waiver of Payment in Lieu of Taxes to the McCook Housing Agency.

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

5. Regular Agenda.

4.C. Approve the renewal of the Frenchman Valley Mutual Aid Agreement for the next five years and authorize the Mayor to sign.

Councilmember Calvin commented on how fortunate we are to have such a great resource through the Frenchman Valley Mutual Aid agreement. The mutual aid agreement has been critical in managing all the 2026 wildfires in the state of Nebraska.

Approve the renewal of the Frenchman Valley Mutual Aid Agreement for the next five years and authorize the Mayor to sign. This motion, made by Calvin and seconded by Weedon, passed. Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

5.A. Discussion and public educational session regarding McCook's political sign ordinance.

City Manager, Nate Schneider briefly reviewed the Zoning Ordinance section 21.12, Sign Regulations. All political signs must be removed within 20 days of the election. Vehicle and campaign headquarters signs must be removed within 30 days. The sign ordinance is scheduled for review in the next month or so by staff, then will be approved by the Planning Commission.

5.B. Update regarding the youth sports complex project.

Kyle Potthoff, Public Works Director, gave an update on the sports complex. All turf has been installed, infrastructure is in the buildings, and bleachers and fencing are next. Seeding and sod will be going in for the green spaces. Detention ponds are still in the works and NPPD will start working on the electrical.

Black Hills energy grant was awarded to the Sports Complex in the amount of \$30,000.00.

5.C. Council Comments.

No council comments.

Adjournment.

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

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

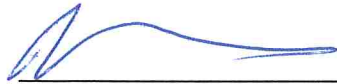
**CITY MANAGER'S REPORT
JUNE 1, 2026 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.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

May 27, 2026



Lea Ann Doak, City Clerk

May 27, 2026

**CITY MANAGER'S REPORT
JUNE 1, 2026 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.B. Approve on first reading, and under suspension of the rules, Ordinance No. 2026-
3117 authorizing the issuance of Municipal Improvement Bonds in a principal amount not to exceed \$26 million for the purpose of refinancing certain bond anticipation notes of the City of McCook and financing the long-term costs of constructing public infrastructure improvements in McCook.

BACKGROUND:

The City of McCook's citizens authorized a sales tax increase of .5% to allow for the construction of recreational facilities, to include a swimming pool and ballpark. The City of McCook issued short-term Bond Anticipation Notes to help pay immediate construction costs. Specifically, the city issued Bond Anticipation Notes ("BAN's"), Series 2024, which remains outstanding in the principal amount of \$4,070,000; issued BAN's, Series 2025, which remains outstanding in the principal amount of \$15,640,000; and issued BAN's, Series 2025(B), which remains outstanding in the principal amount of \$5,500,000. Each of these three issuances contemplated a long-term debt issuance to establish a maturity date that fit the City of McCook's revenue forecasts.

At this time, all of the BAN's are callable for redemption, and all of the outstanding notes permit the City of McCook to call them for redemption. Due to the definiteness in the debt obligations, the City of McCook is positioned to proceed with the issuance of Municipal Improvement Bonds. This ordinance consolidates the three prior short-term issuances into one long-term issuance. The not to exceed principal amount of the Municipal Improvement Bonds is \$26,000,000. The bonds may be issued in one or more series, and the final maturity date is December 15, 2051. All or a portion of the outstanding BAN's can be called for redemption. The ordinance permits bond insurance. The .5% local option sales tax approved by the voter will be the primary source of revenue used to repay the debt. Additional sources of revenue will include sales of the Walters Subdivision lots, assessments for infrastructure improvements to be paid over a ten year period, LB 840 funds (both standard and motor vehicle), proceeds from the existing 1.5% local option sales tax, grants, donations, and other revenue sources.

The City of McCook will utilize DA Davidson as the bond underwriter. PFM will also assist with providing guidance through the issuance. A copy of the pertinent time line is attached to this report for review.

APPROVALS:



Nathan A. Schneider, City Manager

May 28, 2026



Lea Ann Doak, City Clerk

May 28, 2026

ORDINANCE NO. 2026-3117

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

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

Section 1. The Mayor and City Council (the "Council") of the City of McCook, Nebraska (the "City"), hereby find and determine that:

- (a) The City imposes a sales and use tax in the amount of 1.50% (the "1.5% Sales Tax") upon the same transactions within the City on which the State of Nebraska is authorized to impose a tax pursuant to the Local Option Revenue Act (Sections 77-27,142 to 77-27,148, R.R.S. Neb., as amended, the "Act").
- (b) An election (the "Election") was duly called and held in conjunction with the Statewide General Election on November 8, 2022, pursuant to the Act, to impose an additional one-half of one percent (0.50%) sales and use tax to pay the costs to construct, acquire, improve, furnish, and equip public infrastructure projects, which shall include swimming pool and ballpark facilities (collectively, the "Project"), at which Election a majority of all the qualified electors voting on said proposition voted in favor of the levy and collection of the additional one-half of one percent (0.50%) sales and use tax (the "0.5% Sales Tax"; and together with the 1.5% Sales Tax, the "Tax").
- (c) Pursuant to an ordinance passed and approved by the Mayor and Council, the City has imposed the 0.5% Sales Tax applicable to all taxable transactions within the City and continuing for a period of ten years, unless bonds are issued and some or all of the revenues from the 0.5% Sales Tax are pledged for payment of the bonds, in which case the 0.5% Sales Tax shall remain in effect until payment in full of said bonds and any refunding bonds, whichever date is later.
- (d) The City is authorized to issue bonds pursuant to the Act to provide financing for the Project and to pledge receipts of the Tax and dedicate a portion of its property tax levy authority as provided in Section 77-3442, R.R.S. Neb., as amended, for payment of such bonds.
- (e) The City has previously issued short-term obligations for construction of the Project, which include the City's Municipal Improvement Bond Anticipation Notes, Series 2024, dated as of September 20, 2024, which remains outstanding in the principal amount of \$4,070,000 (the "2024 Notes"); Municipal Improvement Bond Anticipation Notes, Series 2025, dated as of August 1, 2025, which remains outstanding in the principal amount of \$15,640,000 (the "2025 Notes"); and

Municipal Improvement Bond Anticipation Notes, Series 2025B, dated as of December 18, 2025, which remains outstanding in the principal amount of \$5,500,000 (the “2025B Notes”; and together with the 2024 Notes and the 2025 Notes, the “Outstanding Notes”).

- (f) All of the Outstanding Notes are currently callable for redemption at the option of the City at any time at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption, and all of the Outstanding Notes (as called for redemption, collectively, the “Refunded Notes”) are herein authorized to be called for redemption on a date or dates (each a “Redemption Date”) to be determined in the Designation (defined herein).
- (g) All conditions, acts and things required to exist or to be done precedent to the issuance of Municipal Improvement Bonds (or such other title as determined in a Designation as described below, the “Bonds”) of the City of McCook, Nebraska, in one or more series in the aggregate stated principal amount of not to exceed Twenty-Six Million Dollars (\$26,000,000) pursuant to the Act to pay and redeem all or a portion of the Outstanding Notes and provide financing for the long-term financing of a portion of the cost of the Project, do exist and have been done as required by law.

Section 2. (a) To provide funds for the purpose of paying and reimbursing the costs of the Project as set forth in Section 1 hereof, including the payment and redemption of all or a portion of the Outstanding Notes, there shall be and there are hereby ordered issued the Municipal Improvement Bonds of the City in one or more series, in the aggregate stated principal amount of not to exceed Twenty-six Million Dollars (\$26,000,000); provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount.

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the “Underwriter”). In connection with such sale, the Mayor and City Manager (each, an “Authorized Officer”) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “Designation”), the following with respect to the Bonds: (i) the aggregate purchase price of the Bonds and the underwriting discount which shall not exceed 1.00% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) for each series, the title, dated date, aggregate principal amount (which aggregate stated principal amount shall not exceed \$26,000,000; provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount), and the final maturity date, which shall not be later than December 15, 2051, (iv) the principal amounts maturing in each year and

whether maturities will be issued as serial or term bonds (v) the rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true interest cost of the Bonds shall not exceed 5.5%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) whether to establish a debt service reserve fund for each series of Bonds, and the amount and provisions related such debt service reserve fund; (ix) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (x) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity, (xi) whether one or more series, and certain maturities, of the Bonds (such bonds referred to herein as the “Insured Bonds”) is to be insured by a bond insurance provider (the “Bond Insurer”) as determined pursuant to Section 16 of this Ordinance and the terms and provisions related to the Bonds and any such bond insurance policy; and (xii) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Authorized Officers, or each individually, are hereby authorized to irrevocably call all or a portion of the Outstanding Notes for redemption on such date or dates an Authorized Officer determines appropriate, which date or dates shall each be a Redemption Date hereunder. The Authorized Officers are each individually hereby authorized to designate, approve, execute and deliver, as the case may be, the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Notes and to take any and all other actions and approve and execute any and all other documents as deemed by them necessary or appropriate in connection with the redemption of the Refunded Notes on the applicable Redemption Date.

(d) The City is hereby authorized to enter into an escrow agreement in connection with refunding the Refunded Notes (the “Escrow Agreement”), if determined appropriate by an Authorized Officer, in such form as may be approved by an Authorized Officer with a bank or trust company (the “Escrow Agent”), and each Authorized Officer is hereby authorized to execute the Escrow Agreement, for and on behalf of and as

the act and deed of the City. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and the Escrow Agreement. The Escrow Agent is hereby authorized to carry out, on behalf of the City, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the City's municipal advisor, and bond counsel for the City are authorized to take all necessary actions for the subscription and purchase of the escrowed securities described in the Escrow Agreement, including the subscription for United States Treasury Securities State and Local Government Series or bidding for the purchase of United States Treasury Securities.

(e) The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be date of original delivery. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually such dates as may be determined in the Designation (each an "Interest Payment Date"), and the Bonds shall bear interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other

purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. The Authorized Officers shall determine in the Designation the Paying Agent and Registrar for the Bonds, which may be the City treasurer or a bank or trust company. If a bank or trust company is designated, such bank or trust company shall serve as Paying Agent and Registrar in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, the form of which is hereby approved. The Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City in the form as an Authorized Officer shall deem appropriate on behalf of the City. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office. The names and registered addresses of registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this ordinance, one such bond may be transferred for several such bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and

destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City as said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (or such other date as may be determined in the Designation). The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or

Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 6. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in McCook, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. The Bonds shall be in substantially the following form:

This bond is transferable by the registered owner or such owner's attorney duly authorizing in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of McCook, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, as described in the Ordinance, the City of McCook, Nebraska, has pledged funds received and to be received from revenues from the City's 1.5% Sales Tax and its 0.5% Sales Tax as defined and described in the Ordinance (together, the "Tax"), with receipts from such Tax to be allocated by the City to payment of principal and interest as the same fall due. In addition, the City has covenanted and agreed in the Ordinance that it shall designate a portion of its property tax authority pursuant to Section 77-3442, R.R.S. Neb., as amended, in such amount as will provide funds which, together with receipts from the Tax as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this bond and the other bonds of the same issue as the same fall due.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and City Council of the City of McCook, Nebraska, have caused this bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

THE CITY OF McCOOK, NEBRASKA

(facsimile signature)
Mayor

ATTEST:

(facsimile signature)
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by Ordinance of the Mayor and City Council of the City of McCook, Nebraska, described in the foregoing bond.

_____, _____, NEBRASKA
as Paying Agent and Registrar

By: _____
Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

Section 8. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “Depository”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the “Letter of Representations”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “Bond Participant”) or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a “Beneficial Owner”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Series 2022 Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. After being executed by the Mayor and City Clerk, said Bonds shall be delivered to

the Treasurer of the City who shall be responsible therefor under his/her official bond and such Treasurer shall maintain a record of information with respect to said Bonds in accordance with the requirements of Section 10-140, R.R.S. Neb., as amended, and shall cause the same to be filed with the Auditor of Public Accounts of the State of Nebraska. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as initial purchaser thereof, upon receipt of the purchase price thereof plus accrued interest thereon to date of payment of the Bonds. Such initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Bond Purchase Agreement (the "Purchase Agreement") to be entered into between the City and the Underwriter with respect to the purchase of the Bonds from the City, in such form as the Authorized Officer executing the Purchase Agreement shall in the exercise of his or her own independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable, or desirable in order to effectuate the issuance, sale, and delivery of the Bonds, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 9. The City Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and City Council precedent to the issuance of said Bonds, a copy of which shall be delivered to the Underwriter.

Section 10. The proceeds of the Bonds shall be applied to redeem the Refunded Notes and pay other costs of the Project as described and provided in Sections 1 and 2 hereof, including reimbursement of any prior expenditures and payment of issuance expenses for the Bonds. Pending such application the City

Treasurer shall hold such proceeds or deposit such proceeds pursuant to the Escrow Agreement, as determined appropriate by an Authorized Officer.

Section 11. The Bonds are special obligations of the City payable from, and secured as to the payment of principal and interest by a pledge of the Tax, which includes the 0.5% Sales Tax (as described and defined in Section 1 hereof) approved by the voters at the Election. The City hereby pledges the Tax to the payment of the principal of and interest on the Bonds. The City hereby further agrees that it shall dedicate such portion of its property tax levy authority (as provided in Section 77-3442, R.R.S. Neb., as amended) as is necessary to provide funds which, together with receipts from the Tax as pledged to the payment of the Bonds and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds as the same fall due (including mandatory sinking fund redemptions). The pledge of the Tax provided for in this Section 11 for the Bonds shall not prevent the City from otherwise applying receipts from the Tax in any year so long as sufficient receipts from such fund have been set aside for the payment of principal and interest falling due in such year on the Bonds. In addition, the City further reserves the right to issue additional bonds payable on par with the Bonds equally and ratably secured by a pledge of receipts from the Tax.

Section 12. The Mayor and City Council hereby authorize the Authorized Officers, or each individually, to approve and deem final, within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, a Preliminary Official Statement with respect to the Bonds and the information therein contained and to approve and deliver a final Official Statement for and on behalf of the City. The Authorized Officers, or any one or more of them, are hereby further authorized to take any and all actions and enter into any and all agreements and execute any documents deemed necessary or appropriate in connection with the issuance and sale of the Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 13. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the

Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 14. The City hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended (the “Code”), and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds. The City hereby delegates authority to the Authorized Officers, or any one or more of them, as, if and to the extent appropriate, to designate one or more series of the Bonds as its “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenant and warrant on behalf of the City that the City does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than \$10,000,000 during the calendar year in which the Bonds are issued (taking into consideration the exception for current refunding issues).

Section 15. The City’s obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or

redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as “U.S. Government Obligations”) in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 16. The Authorized Officers are authorized to obtain an insurance policy (the “Bond Insurance Policy”) issued by a provider of bond insurance determined appropriate by an Authorized Officer (the “Bond Insurer”) guaranteeing the scheduled payment of the principal of and interest on the Bonds covered by the Bond Insurance Policy, and take any and all actions necessary or appropriate in connection with obtaining such Bond Insurance Policy. Notwithstanding any other provision of this Ordinance to the contrary, the provisions agreed to by an Authorized Officer with respect to the Bond Insurance Policy with the Bond Insurer shall govern with respect to the applicable Bonds.

Section 17. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence

as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 18. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this 1st day of June, 2026.

ATTEST:

Mayor

City Clerk

[SEAL]

**City of McCook, Nebraska
Municipal Improvement Bonds, Series 2026
Preliminary Timeline**

May 15, 2026	Draft proceedings and draft POS circulated for review
June 1, 2026	Council approves Bond ordinance and related proceedings
TBD	Call with Moody's analysts
June 26, 2026	Credit rating received Finalize due diligence - Preliminary Official Statement deemed final
July 29, 2026	Davidson takes orders for the bonds
July 30, 2026	Bond Purchase Agreement ("BPA") signed by the City and Davidson Call notices filed
September 1, 2026	Closing

**CITY MANAGER'S REPORT
JUNE 1, 2026 CITY COUNCIL MEETING**

ITEM: 3.D.

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

BACKGROUND:

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

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

**FISCAL
IMPACT:** N/A

APPROVALS:



Lea Ann Doak, City Clerk

May 28, 2026

**CITY MANAGER'S REPORT
JUNE 1, 2026 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.E Ratify an agreement between the City of McCook and Rembolt/Ludtke LLP to provide legal services related to the City of McCook's lawsuit filed against Ronald and Cindy Sabin.

BACKGROUND:

McCook's city attorney has informed city staff that he is unable to proceed with representing the City of McCook in its nuisance abatement action against Ronald and Cindy Sabin. An order dismissing McCook's city attorney from the case has been entered by Red Willow County District Court. This matter was originally scheduled to go to trial in June of 2026. To bring in legal counsel that can provide assistance to the City of McCook, a legal services agreement was executed which expedited the on-boarding process with new attorneys. Mark Fahleson and Nicole Miller of Rembolt/Ludtke serve as the city attorneys for numerous communities near Lincoln. They also have experience contracting with municipalities throughout Nebraska on various nuisance abatement issues. Both Mr. Fahleson and Ms. Miller were highly recommended to City of McCook's staff.

While ratification of the agreement is not necessary, staff wants to keep the McCook City Council apprised of the change in attorneys.

APPROVALS:



Nathan A. Schneider, City Manager

May 28, 2026



Lea Ann Doak, City Clerk

May 28, 2026

Mark A. Fahleson
Partner
+1.402.473.2156
mfahleson@remboltlawfirm.com

May 20, 2026

VIA EMAIL

Nick Schneider
City of McCook
505 West C Street
McCook, NE 69001
nschneider@cityofmccook.com

RE: Agreement for Legal Services

Dear Nick:

The purpose of this engagement letter is to confirm the terms and conditions under which our firm will undertake its representation of City of McCook, Nebraska relating to the lawsuit filed against Ronald Sabin and Cindy Sabin in Red Willow County District Court at CI 24-127 and issues flowing from that dispute relating to the zoning violations and nuisance abatement.

Enclosed with this letter are our Standard Terms of Representation which, unless otherwise provided in this letter, will govern our representation in this matter.

Our fees will be based on the reasonable value of our services as determined in accordance with the American Bar Association and the Nebraska Rules of Professional Conduct. Our fees will be primarily based on the billing rates charged by each lawyer within the firm who performs work on your behalf. The hourly billing rate for the attorneys in the firm currently range from \$200.00 to \$600.00 per hour. I anticipate that Nicole Miller and I will be doing most of the work and my current billing rate is \$450.00 per hour and Nicole's is \$300.00. In an effort to reduce legal fees, various legal tasks may be delegated to other firm lawyers with lower billing rates and/or paralegal personnel.

You have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not relieve you of the obligation to pay for all services rendered and costs paid or incurred on your behalf prior to the date of such termination. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, fail to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Rembolt Ludtke LLP

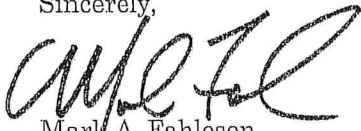
3 Landmark Centre • 1128 Lincoln Mall, Suite 300 • Lincoln, NE 68508
Phone: +1.402.475.5100 • Fax: +1.402.475.5087

May 20, 2026
Page 2

If the foregoing arrangement is acceptable to you, we ask that you please sign this engagement letter and return it to me.

We welcome and appreciate the opportunity to represent you in this matter. We pride ourselves on performing quality legal services and keeping our clients informed regarding the status of their matters. If you should have any questions concerning this firm's billing policies or any other matters connected with our legal representation, please do not hesitate to contact me at any time.


Sincerely,



Mark A. Fahleson
mfahleson@remboltlawfirm.com

READ, UNDERSTOOD AND AGREED TO:

CITY OF MCCOOK, NEBRASKA:

By: 
Signature

5/21/26
Date

Nathan A. Schneider
Printed Name

City Manager - City of McCook
Title

Rembolt Ludtke LLP Standard Terms of Representation

This sets forth the standard terms of Rembolt Ludtke LLP's representation and our agreement with you. These standard terms apply unless varied or supplemented by written agreement. **Please review these terms carefully and contact us if you have any questions.**

Scope of Work

Our representation is limited to the services you specifically requested and we specifically agreed to provide and does not include representation of you in any other legal matter, unless our engagement is expanded by mutual consent. If you have any questions about the scope of our engagement, please contact us immediately.

During the course of our representation, we may express an opinion regarding the outcome of your legal matter. Any such expression is based upon the facts as then known by us and upon our best professional judgment, but is not a guarantee of any particular legal result. Any opinions necessarily are limited by our knowledge of the facts and are based on the state of the law at the time expressed.

Fees and Charges

We consider several factors when determining our fees, including, but not limited to, the time, labor and skill required; the novelty and difficulty of the questions involved; the amount or significance of the matter at issue and the results obtained; any time limitations imposed by the client or by the circumstances of the case; the experience, reputation, and ability of the lawyers involved; and any unforeseen circumstances arising during the course of our representation.

For any portion of our fees based on hourly rates, such fees are based on the billing rates charged by each lawyer, paralegal, or other personnel within the firm who performs work on your behalf. Our hourly fee time is generally recorded in increments of one-tenth of an hour. Our billing rates are subject to adjustment from time to time, usually in December, and effective January 1 annually.

The time for which you will be charged includes, but is not limited to, factual investigation; legal research; conferences and telephone conferences with you, witnesses and other legal personnel; responses to requests; paper and electronic correspondence; review of financial information; drafting letters and other documents; and travel time. We may charge a flat fee for drafting some documents. When more than one of our legal personnel is involved in a conference, meeting, or hearing, each person will record the time expended. Any contingent fee arrangement shall be in writing.

We bill on a monthly basis. Payment is due within thirty (30) days. We reserve the right to postpone or defer providing additional services or to discontinue our representation if our bills are not timely paid.

We charge interest on bills that remain unpaid for more than ninety (90) days. Interest is charged at 1% per month (12% per annum).

In addition to our fees for services, you agree to reimburse us for expenses we incur on your behalf, including, but not limited to, court costs and filing fees, costs and expenses incurred to retain experts and costs for services such as photocopying, messenger and delivery, computerized research, postage, travel (including mileage, parking, air fare, lodging, meals and ground transportation). As the true cost of certain expenses is difficult to establish, in some instances the amounts charged are estimates which may exceed our actual cost.

Paperless / E-mail Billing

Unless you instruct us otherwise, we will send monthly bills via e-mail. If you prefer to receive paper bills via the U.S. Mail service or if you need to provide us an alternative e-mail address, please contact our Accounting Manager by calling (402) 475-5100.

Retainer and Trust Deposits

We will deposit all advance fees and other trust deposits, including retainers and evergreen retainers, that we receive from you in a trust account. Your deposit may be placed in a pooled account, and any interest earned on that account will not be paid to you but will be paid to a charitable fund established by court rule.

Electronic Communications

We will communicate with you using electronic technology, such as mobile phones, e-mail and facsimile. These modes of communication can be insecure. In some situations, persons not intended to receive such communications can discover their content, some of which may be sensitive and confidential. If you prefer that we refrain from using any of the modes of communication outlined above, inform us immediately. Unless we are instructed otherwise, you authorize us to use these modes of communication and you will not hold us responsible for the unintentional disclosure of information through the use of electronic technology.

We may add you to one or more mailing lists to provide you with general information and legal updates from our firm. You may receive a welcome message which may also include the option to be removed from the list.

Conflict of Interest

If the client we are serving is a corporation or other legal entity, we represent the entity. Unless otherwise agreed in writing, our work on behalf of an entity does not create an attorney-client relationship with any persons or entities affiliated with the client entity, including, but not limited to, parents, subsidiaries, employees, officers, directors, shareholders, members or partners of the client entity. Accordingly, for purposes of a conflict of interest, you agree that we may represent another client with interests adverse to any such affiliated entities or persons without obtaining your consent.

File Storage

Our firm employs electronic filing systems whereby all documents are scanned into a digitized format and entrusted to a third-party provider. Our provider is subject to a contractual obligation to preserve confidentiality and security and to guard against reasonably foreseeable attempts to infiltrate. Our filing system includes an online file storage and retrieval system.

Records Retention

When any individual matter for which we perform services has ended or is terminated, we will return any of your papers and property at your request. We retain our own files pertaining to this matter, including, for example, administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, attorney work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. Our files may be maintained purely in electronic format. All documents we retain will be subject to our records retention program. We will destroy or otherwise dispose of any such documents or other materials retained by us following a reasonable time after completion or termination of the engagement.

Termination

You have the right at any time to terminate our representation upon written notice. Such termination shall not relieve you of the obligation to pay for all services rendered and costs incurred prior to the date of our receipt of notice of such termination.

We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of our agreement, fail to cooperate or follow our advice on a material matter, or if we discover any fact or circumstance that would, in our view, render our continuing representation unlawful, unethical or inappropriate.

After completion of the matter for which you have engaged us, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us to provide additional advice on issues arising from the original engagement, we have no continuing obligation to advise you with respect to future legal developments.

**CITY MANAGER'S REPORT
JUNE 1, 2026 CITY COUNCIL MEETING**

ITEM: **3.F.**

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

BACKGROUND:

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

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

**FISCAL
IMPACT:** N/A

APPROVALS:



Lea Ann Doak, City Clerk

May 28, 2026