MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, April 6, 2026
5:30 PM - City Council Chambers

Roll Call.
Excuse Absences.
Open Meetings Act Announcement.
Invocation - McCook Ministerial Association - Jeff Donelan, McCook Evangelical Free Church.
Pledge of Allegiance.
Call to Order.
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. Proclamations.
   A. Approve the proclamation designating April 12 through 18, 2026 as "Public Safety Telecommunicators Week" and authorize the Mayor to sign.
3. Consent Agenda.
   **The Consent Agenda is approved on one motion. Any item listed on the Consent Agenda may, by the request of any single Council member or public in attendance, be considered as a separate item under the Regular Agenda.*
   A. Approve the minutes of the March 16, 2026 regular City Council meeting.
   B. Approve and authorize the Mayor to sign a Professional Engineering Agreement with Miller & Associates, Consulting Engineers, P.C. for the design and construction site observation for replacement of the West Golf Course Lift Station Force Main and Lift Station Improvements.
   C. Receive and file the claims for the month of February 2026, published March 20, 2026.
   D. Approve the application of the McCook Rotary Club for the temporary closure of city streets for the celebration of National Night Out around Norris Park including the northbound lane of the 700 block Norris Avenue, the 700 block of

East 1st Street, the 100 block of East "H" Street, and the 100 block of East "G" Street from 6:00 P.M. until 8:00 P.M. on August 4, 2026.

E. Receive and file the Interlocal Contract for Cooperative Purchasing between the City of McCook and HGACBuy.

F. Approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show, including the bandshell and electricity, on September 19, 2026; for the closing of the north bound lane of Norris Avenue from “G” Street to “H” Street and the 100 block of East “G” Street beginning at 1:00 p.m. on Friday, September 18, 2026 until Saturday, September 19, 2026 at 8:00 p.m., the 700 and 800 blocks of East 1st, the 100 and 200 blocks of East “H” Street from 5:00 A.M. to 8:00 P.M. on September 19, 2026, the 100 block of West “G” street from 5:00 a.m. on Saturday, September 19, 2026 until after the parade; to close Norris Avenue from East “D” Street to East “E” Street on September 19, 2026 between 3:00 p.m. and 10:00 p.m. for October festivities; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 19, 2026; and to allow the use of the McCook City Library parking lot for additional parking.

G. Approve the request from the McCook Chamber of Commerce to close Norris Avenue from East “B” Street to East “D” Street and “C” Street from West 1st Street to East 1st Street on July 16th from 4:00 P.M. to 10:00 P.M. for their Third Thursday Family Fun on the Bricks event.

H. Approve the request from the McCook Chamber of Commerce to close the parking lot located at East 1st and "D" Street on Thursdays from 5:00 P.M. to 8:00 P.M. beginning May 21st and continuing through October in order to host a farmers market and to allow the Chamber to display a banner to inform the public of the event.

I. Approve the request from the McCook Chamber of Commerce to close the following streets for the 10th Annual Cruisin' the Bricks Cruise Night and Car Show; Norris Avenue from the north side of "C" Street to the south side of "E" Street and "D" Street from East 1st Street to West 1st Street, on Saturday, June 27, 2026 from Noon to 7:30 P.M.; and Norris Avenue from the north side of "D" Street to the south side of "E" Street on Saturday, June 27, 2026 from noon to 11:59 P.M.

J. Approve the request from the McCook Creative District to close Norris Avenue from the north side of “D” Street to the South Side of “E” Street on May 21, June 18, August 20, September 17, and October 15, 2026 from 4:00 P.M. to 9:00 P.M. for their Third Thursday Events.

K. Approve the request from Weathercraft Co. of McCook to close West 4th Street from West “B” Street to West “C” Street on Tuesday, April 7, 2026 from 7:30 A.M. - 10:00 A.M. for the use of a crane for maintenance work for State Farm Insurance.

L. Approve the request from Autumn Miller, General Manager of Anytime Fitness, to host a 5K Run utilizing city streets and walking trails on Saturday, September 19, 2026 beginning at 7:00 A.M. and ending around noon.

M. Approve the Grant of License with Community Hospital for use of right-of-way on portions of the south side of the 1400 and 1500 blocks of East "J" Street for off street parking use and authorize the Mayor to sign.
N. Approve the Grant of License with Community Hospital for use of right-of-way on portions of the south side of the 1400 block of East "J" Street for the installation of electrical infrastructure to serve their expansion project and authorize the Mayor to sign.

4. Regular Agenda.
   A. Consider the approval of a request from the Southwest Nebraska Freedom Festival Committee to use ACE funds in the amount of $1,500 for the 4th of July firework display.
   B. Update regarding the youth sports complex project.
   C. Ordinance No. 2026-3115 amending the City of McCook Code of Chapter 38, Fee Schedule, Appendix O; Swimming Pool Fees.
      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. 2026-3115.
      4. Chairperson declaration after vote, if approved.
   D. Council Comments.
   E. 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 - McCook Professional Firefighters Association Local 2100.
      1. Nebraska Open Meetings Act statement, if the motion to close passes.
      2. Close Executive Session.
   F. Adopt Resolution No. 2026-09 and Resolution No. 2026-10, amending the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2025 to September 30, 2028, to reflect the approval of Resolution No. 2022-16 and Resolution No. 2022-17 by the City Council on November 7, 2025 and authorize the Mayor to sign said agreements.

Adjournment.

CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: **2.A.**

RECOMMENDATION: Approve the proclamation that April 12 through 18, 2026, is Public Safety Telecommunicators Week and authorize the mayor to sign.

BACKGROUND:

Historically, one week a year has been set aside to remember those first responders who are behind the scenes monitoring the radios, coordinating the response of law enforcement, firefighters, and EMS personnel, all while bridging communication between the public and those emergency services. These are our Public Safety Telecommunicators.

Telecommunicators, often referred to as dispatchers, are the first voice that the public hears in the event of a crisis or emergency call. These dedicated individuals are tasked with assessing the situation and dispatching the appropriate emergency service. Sometimes in high stress situations under great pressure where every second counts.

This week is dedicated to honoring the individuals who serve in this role and reminds us of the impact telecommunicators as first responders has on effective communication between emergency services and the safety of the public.

FISCAL IMPACT: None.

APPROVALS:

Kevin A. Hodgson — March 27, 2026
Kevin Hodgson, Police Chief

March 27, 2026
Nathan A. Schneider, City Manager

Office of the Mayor
McCook, Nebraska

Proclamation

"PUBLIC SAFETY TELECOMMUNICATORS WEEK"

WHEREAS, emergencies that require police, fire, or emergency medical services can occur at any time; and,

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the McCook emergency communications center; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information, and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators of the McCook Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, Be It Resolved that the City Council of the City of McCook declares the week of April 12 through 18, 2026, to be Public Safety Telecommunicators Week in McCook, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Dated this 6th day of April, 2026.

In witness whereof I have hereunto set by hand and caused this seal to be affixed.

_____

Linda Taylor, Mayor

ATTEST:

_____

Lea Ann Doak, City Clerk

CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: **3.A.**

Approve the minutes of the March 16, 2026 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak, City Clerk

April 1, 2026

McCook City Council
March 16, 2026
5:30 P.M. Central

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

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

Absent:

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on March 12, 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 Weedin. 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.

There were no announcements or recognitions.

2. Proclamations.

2.A. Approve a proclamation designating the month of April 2026 as "Child Abuse Prevention Month" and authorize the Mayor to sign.

Kaye T. Bieck, Director of the Southwest Nebraska Family Resource Center and members of her board were present to address the proclamation request.

Motion to approve a proclamation designating the month of April 2026 as "Child Abuse Prevention Month" 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 March 15-21, 2026 as "Public Transit Week" and authorize the Mayor to sign.

Motion to approve the proclamation designating March 15-21, 2026 as "Public Transit Week" and authorize the Mayor to sign. This motion, made by Muehlenkamp and seconded by Rambali, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Senior Services Director Siegfried presented the proclamation request to the Council.

3. Public Hearings.

3.A. Public Hearing - Request for a special exception by Cunningham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC) - property located at 204 West 7th Street; legally described as Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Cunningham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC) - property located at 204 West 7th Street; legally described as Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Taylor, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the March 16, 2026 City Council meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing mailed and posted (1 page); Exhibit #4 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #5 - Land Use Action Request Form and attachments (10 pages); Exhibit #6 - City of McCook Zoning Ordinance Article 13, Business Commercial District (BC) (3 pages); Exhibit #7 - City of McCook Zoning Ordinance Article 24, Special Exceptions (1 page); Exhibit #8 - Findings and Determinations of McCook City Council (2 pages); Exhibit #9 - Certificate of Insurance listing the City of McCook as an Additional Insured (2 pages); and Exhibit #10 - minutes of the March 9, 2026 Planning Commission meeting (3 pages)

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

Adam Cunningham, applicant, was present to address questions from the Council. He stated the location is great for a Bed and Breakfast, there will be parking available in the street, behind the building, and a gravel parking lot is available to the north.

Dean McCoy questioned if there is a cap on the number of Bed and Breakfasts allowed within the City. City Manager Schneider replied that there was not.

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

3.B. Approve the application for a special exception by Cunningham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC) - property located at 204 West 7th Street; legally described as Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied and conditioned upon providing the City of McCook with a certificate of insurance listing the City of McCook as an additional insured.

City Attorney Mustion requested Councilmembers to complete their Special Exception Findings and Determinations, all found that Considerations A - I have been made.

I move to approve the application for a special exception by Cunningham Rentals, LLC to locate a Bed and Breakfast/Vacation Rental in a Business Commercial District (BC) - property located at 204 West 7th Street; legally described as Replatted Lot 1, Block 10, West McCook Addition to the City of McCook, Red Willow County, Nebraska; finding Special Exception considerations A-I are satisfied and conditioned upon providing the City of McCook with a certificate of insurance listing the City of McCook as an additional insured. This motion, made by Muehlenkamp and seconded by Taylor, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

4. Presentation.

4.A. Presentation from Steve McNulty with the State of Nebraska SRF Program regarding Lead service line replacement funding options through SRF.

Steve McNulty of the State of Nebraska SRF Program presented information via zoom regarding lead service line replacement requirements and funding options available through SRF, funding will be available through September 30, 2034. Loans can be financed for up to 40 years with zero percent interest, with 60 percent loan forgiveness and an additional 10 percent forgiveness possible for inventory work.

It was the consensus of the Council to have staff proceed with the development of the necessary SRF contract and documents to be brought back to the Council for consideration.

5. Consent Agenda.

Councilmember Muehlenkamp requested that Item B be removed from the consent agenda and placed on the regular agenda.

Mayor Taylor requested that Item C be removed from the consent agenda and placed on the regular agenda.

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

5.A. Approve the minutes of the March 2, 2026 regular City Council meeting.

5.D. Receive and file Change Orders Numbered 6 and 7 for the P.F.C. Gerald L. Walters Youth Sports Complex.

5.E. Accept the minutes of the March 9, 2026 Planning Commission meeting.

6. Regular Agenda.

5.B. Award the contract for the North Pointe Phase III paving and utilities to Paulsen, Inc. of Cozad, Nebraska in the amount of $645,894.00 for the base bid plus $19,520.00 for Alternate No. 1, that being the lowest best bid.

Amanda Engell and Charlie McPherson, representatives of the McCook Economic Development Corporation addressed the bid and answered questions from the Council.

Motion to award the contract for the North Pointe Phase III paving and utilities to Paulsen, Inc. of Cozad, Nebraska in the amount of $645,894.00 for the base bid plus $19,520.00 for Alternate No. 1, that being the lowest best bid. This motion, made by Muehlenkamp and seconded by Weedin, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

5.C. Adopt Resolution No. 2026-08 approving the City of McCook to join the National Purchasing Cooperative (a/k/a Buyboard) purchasing program in accordance with the Joint Public Agency Act.

Motion to adopt Resolution No. 2026-08 approving the City of McCook to join the National Purchasing Cooperative (a/k/a Buyboard) purchasing program in accordance with the Joint Public

Agency Act. This motion, made by Muehlenkamp and seconded by Weedin, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

6.A. Update regarding the youth sports complex project.

City Manager Schneider gave an update regarding the youth sports complex project. He thanked the Masonic Temple for their gift of $100,000 for the complex project and all who attended the "Rolling Out of the Turf" gathering recently held at the complex. He also gave an update regarding the installation of the various utilities.

6.B. Council Comments.

There were no council comments.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:33 P.M.

_____
Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

_____
Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
April 6, 2026 CITY COUNCIL MEETING

ITEM: 3.B.

RECOMMENDATION:
APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL ENGINEERING AGREEMENT WITH MILLER & ASSOCIATES, CONSULTING ENGINEERS, P.C. FOR THE DESIGN AND CONSTRUCTION SITE OBSERVATION FOR REPLACEMENT OF THE WEST GOLF COURSE LIFT STATION FORCE MAIN AND LIFT STATION IMPROVEMENTS.

BACKGROUND:
This project will include replacement of approximately 900 lineal feet of forcemain east of the existing West Golf Course Lift Station as well as lift station improvements to address water hammer at the pump station. These improvements may include installation of a variable frequency drive (VFD) or other soft start system.

FISCAL IMPACT:
This project was included within the 2025-2026 budget for sewer improvements.

APPROVALS:

David K. Blau — Date: 3/19/2026
David K. Blau, Project Engineer

Date: 3/19/2026
Pat Fawver, Utility Director

Date: 3/26/26
Nate Schneider, City Manager

An Agreement for the Provision of Limited Professional Services

Design Professional Firm:	MILLER & ASSOCIATES, CONSULTING ENGINEERS, P.C. 1111 Central Avenue Kearney, NE 68847 Attn: David K. Blau, P.E. T: (308) 345-3710 E: dblau@miller-engineers.com *(hereinafter called CONSULTANT)*	**Client:**	CITY OF MCCOOK P.O. Box 1059 302 West 5th McCook, NE 69001 Attn : Lea Ann Doak T: (308) 345-2022 E: ldoak@cityofmccook.com *(hereinafter called CLIENT)*

Date: March 3, 2026 **Project No.** 200-D1-

Project Description, Name, Location: Design and Construction Observation Services for Replacement of approximately 900 lineal feet of Forcemain East of the existing West Golf Course Lift Station with the addition of a Variable Frequency Drive (VFD) at the Lift Station, McCook, Nebraska.

Scope/Intent and Extent of Services: The CLIENT desires to employ the CONSULTANT to complete the following:

1. *Design / Bidding Phase*:
   a) Field Survey for design
   b) Generate necessary contract documents and specifications for procuring bids
   c) Provide Engineer's Opinion of Probable Construction Cost
   d) Submit Documents to Regulatory Agencies for Review/Concurrence
   e) Distribute bidding documents to prospective bidders
   f) Conduct bid opening and prepare tabulation of bids
   g) Assist CLIENT in selecting lowest responsive responsible bidder

2. *Construction Phase*:
   a) Prepare construction contracts for selected Contractor
   b) Conduct pre-construction conference and distribute minutes
   c) On-site Construction Observation
   d) Review of Shop Drawing Submittals
   e) Process pay requests and construction administration
   f) Preparation of As-Recorded Drawings
   g) Preparation of Certificate of Completion for CLIENT

Fee Arrangement: Lump Sum Fee of $7,900 will be invoiced for field survey, drafting, design, preparation of bidding documents, and bidding phase services. Construction phase services will be invoiced on an hourly basis not to exceed $5,500 for a 2-week period. Maximum fee is based on a 40-hours per week construction observation. Should the Contractor's construction schedule require observation beyond these estimated hours, the maximum fee will be adjusted accordingly.

Additional Services will be compensated on the basis of scheduled hourly fees and associated non-labor expenses agreed upon by the Client. For the purposes of this Agreement the hourly fees are:

Employee Classification	Rate	
Professional Engineer	$125.00	hour
Survey Crew	$95.00	hour
Technician / Resident Project Representative	$70.00	hour
CAD Draftsperson	$70.00	hour
Clerical / Administrator	$50.00	hour
Mileage	IRS Rate	
Reproduction Services & Shipping	@ Cost	

Excluded Services: The following services are not included in the scope of work, and (if requested) will be considered Additional Services:

1. Preparation of Storm Water Pollution Prevention Plan, if site encompasses more than 1-acre
2. Legal Land Survey
3. Any and all permit or review fees shall be the responsibility of the Client.
4. Preparation of Storm Water Pollution Prevention Plan, if site encompasses more than 1-acre
5. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Rebidding or renegotiating contracts to reduce the contract costs to funds available shall be considered Additional Services.
6. Lighting and other special features.
7. Furnishing services of A/E's Consultants for other than Basic Services

Offered by:

David K Blau 3/4/2026

signature *date*

David K. Blau, P.E.

printed name/title

Miller & Associates, Consulting Engineers, P.C.

CONSULTANT

Accepted by:

signature *date*

City of McCook

CLIENT

The *General Terms* and *Conditions* on the following pages are a part of this Agreement

GENERAL TERMS AND CONDITIONS

Consultant Responsibilities

STANDARD OF CARE: Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Consultant makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

CODE COMPLIANCE: Consultant shall review applicable laws, codes, and regulations and, in the provision of its Services, shall respond to such requirements imposed by the governmental authorities having jurisdiction over the Project and reasonably known to Consultant at the time services are provided. Client acknowledges that the requirements of the federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations and requirements.

COST EVALUATION: Evaluations of Client's budget for the Cost of the Work, the preliminary opinions of the Cost of the Work, and updated opinions of the Cost of the Work prepared by Consultant, represent Consultant's judgment as a design professional. It is recognized, however, that neither Consultant nor Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the Cost of the Work or from any opinion of the Cost of the Work or evaluation prepared or agreed to by Consultant.

DELIVERABLES (PER SCOPE OF SERVICES): Consultant shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the Scope of Services section.

Client Responsibilities

PROJECT SCOPE AND BUDGET: Client shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the Cost of the Work. The Project budget shall include contingencies for design development and, when required by the scope of the Project, construction of the project. Client shall not significantly increase or decrease the overall Project scope, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of Consultant to a corresponding change in the Project scope, quality, schedule, and compensation of Consultant.

DESIGNATED CLIENT REPRESENTATIVE: Client shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to the Project. The Client or its Designated Representative shall render decisions and approve Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services and Project schedule.

ACCESS TO SITE: Unless otherwise stated, Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities, but the cost of restoration of any resulting damage has not been included in the fee.

CLIENT PROVIDED SERVICES AND INFORMATION: Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project. In addition, Client shall furnish the services of design professionals other than those designated as the responsibility of Consultant in this Agreement or authorize Consultant to furnish them as an Additional Service, when Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project.

Consultant shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by Client, its Designated Representative, and Client's Consultants. Consultants shall have no responsibility for the technical content of Client's, its Designated Representative's, and Clients Consultants' services and information but shall provide prompt written notice to Client if Consultant becomes aware of any error, omission, or inconsistency in such services or information.

CONSTRUCTION CONTRACTS & RESPONSIBILITIES: When applicable to the scope of the Project, Client shall retain a qualified contractor, licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project ("Work") utilizing a construction contract based on General Conditions of the Contract for Construction. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of that policy; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

Client understands and acknowledges that (1) Consultant has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

CLIENT'S REDUCTION OF SCOPE OF SERVICES: If Client elects to terminate, modify, or reduce any portion of Consultant's Services under this Agreement, Client shall indemnify and hold Consultant and its subconsultants harmless from and against damages, losses, and judgments arising from claims by Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities Consultant did not provide or in which Consultant did not participate.

General Provisions

LIMITATION OF DAMAGES: The Services covered by this Agreement are of a preliminary or limited nature; therefore, neither Consultant, Consultant's subconsultants (if any), nor their agents or employees shall be jointly, severally, or individually liable to Client in excess of compensation to be paid pursuant to the Agreement, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

OWNERSHIP OF DOCUMENTS: All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultants shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of construction, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, or use of documents after termination, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless form all claims, damages, and expense, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

USE OF CONSULTANT-PROVIDED INFORMATION: The information provided by Consultant is intended for the exclusive use of Client for the Scope of Services defined herein and is not to be transmitted for the use of any other party nor used for any other project. Client agrees to defend, indemnify, and hold Consultant harmless from any claims, costs, and expenses, including attorneys' fees and costs of litigation, which result from any unauthorized or unintended use of Consultant-provided information, or transmission by Client to others of the information resulting from Consultant's Scope of Services.

MUTUAL INDEMNIFICATION: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages or liabilities, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.
The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages or liabilities, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.
Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that both the Consultant and Client has no duty to defend the other from and against any claims, causes of action, or proceedings of any kind.
MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES: Consult and Client waive consequential damages (such as lost profits, lost revenue, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligation.
DISPUTE RESOLUTION: Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a session as a condition precedent to mediation.
Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and Consultant or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy.
If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to non-binding mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, The method of binding dispute resolution shall be Litigation in a court of competent jurisdiction.
HAZARDOUS MATERIALS: Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials or toxic substances in any form located on the Project site. If hazardous materials are present, Client shall be responsible to remove them from the Project site in the manner that will not adversely affect the health of any person and comply with applicable governmental laws and regulations. Client shall indemnify and hold Consultant harmless from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Consultant's services and equitable adjustment of fees for Consultant as mutually agreed by the parties.
EXISTING CONDITIONS: Documents prepared by Consultant will be prepared based upon reasonable assumptions derived from existing information provided by Client and from observations of the existing conditions by Consultant without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the Work may require changes in the Work resulting in additional cost and delay for which Client shall maintain sufficient contingency. Services required by such changes shall be provided as additional services per this Agreement.
DISCLAIMER OF THIRD-PARTY RELIANCE: Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or Consultant.
GOVERNING LAW: This Agreement for Professional Services shall be governed by, and performed in compliance with the laws of the state where the Project is located. Any mediation or litigation will reside in Nebraska.
ASSIGNMENT: Client and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the Agreement. Neither Client nor Consultant shall assign the Agreement without the written consent of the other, except that Client may assign this Agreement to a lender providing financing for the Project, provided that all monies owed Consultant are paid prior to the date of assignment.
PROJECT SCHEDULE : In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or direct failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in violation of this Agreement due to such delays.
BILLING/PAYMENTS: Invoices for the Consultant's services shall be submitted, at the Consultant's option, either between completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers (if any) shall be credited on the final invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
SUSPENSION AND TERMINATION: In the event of suspension of Services, as outlined above or for any other reason beyond Consultant's control, Consultant will have no liability to Client for delay or damage resulting from such suspension. Prior to resuming Services, Consultant shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses, including attorneys' fees, incurred collecting delinquent payments. In addition, Consultant's fees for remaining Services and associated time schedules will also be equitably adjusted.
The Agreement may be terminated for cause after a ten (10) day cure period by either party or for convenience with written notice by Client or Consultant. Upon termination, all invoices presented by Consultant for Services provided, including reimbursable expenses then due and any costs incurred in pursuit of delinquent payments, shall become immediately due and payable. In the event of termination for convenience, Client shall pay to Consultant a termination fee of ten percent (10%) of fees not yet earned.
MISCELLANEOUS REQUESTS
In the event Consultant is requested by Client to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which Consultant is not a party, Client shall reimbursement Consultant for reasonable costs incurred in responding and compensate Consultant at its then standard rates for reasonable time incurred in gathering information and documentation and attending depositions, hearings, and trial.

CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: 3.C.

Receive and file the claims for the month of February 2026, published March 20, 2026.

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 — March 31, 2026

Tera Koetter, Assistant City Manager — March 31, 2026

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

CITY OF MCCOOK
CLAIMS FOR FEBRUARY 2026

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

7-D LOCKSHOP-S 317.50; ACE-S 2565.30, SC 92.98; AKRS- S 856.47; AMAZONS SC 569.62; AMERICAN AG LAB-SC 2451.59; AMERICAN ELECTRIC-S 384.35; AMERICAN FENCE-S 2412.00; AMERITAS-CLAIMS-SC 4551.08; AMERITAS DENTAL-SC 465.66; ANYTIME TRI-STATE TOWING-SC 260.00; ARNOLD MOTOR SUPPLY-S 440.92; AT&T-SC 451.58; AURORA COOP-S 6707.95; AVFUEL CORP-S 49044.10; BENCHMARK GOV'T-SC 475.90; BENEFIT PLANS, INC-S 100.00; BERT GURNEY & ASSOC-S 5526.77; BLACK HILLS ENERGY-SC 9527.52, S 1125.47; BLACKWOOD ENT-SC 9937.75; BOMGAARS-S 2205.18; D. BREWSTER-CO 1825.41; BW TELCOM-SC 144.14; C&K-CO 46.90, S 154.19; J. CALVIN-SC 444.85; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 2043.15; CASH WA-S 14574.31; CENTURY LINK-SC 957.85; CITY OF MCCOOK-PS 481753.70; CITY OF MCCOOK COMMUNITY BETTERMENT-SC 100.00; CITY SELF INS-BT 200191.50; SALES TAX-BT 60598.43; TIF PAYMENTS-CLARY VILLAGE-SC 1879.47;TRANSFER STATION-S 3386.52; UTILITIES-SC 3714.57, S 60.48; CLOW VALVE-SC 1290.00; CORNHUSKER-SC 1624.00; CREATIVE LINES-S 67.10; J CROCKER-SC 271.59; CULLIGAN-S 135.00; D&S HARDWARE-S 426.87, SC 41.67; DAS ACCT-SC 382.00, S 66.00; DETECTACHEM-S 371.47; DEVENY-S 232.05; L. DOAK-SC 444.85; DVORAK LAW-SC 79.00; DWEE SWIMMING POOLS-S 40.00; EAKES-S 2250.59, SC 1824.24; EL PUERTO-S 640.00; FASTENAL-S 164.97; FICA-PS 24577.80; P. FAWVER-SC 126.00; FLIGHTBRIDGEED-SC 1169.92; FLOYD'S TRUCK CENTER-S 2159.47; FRENCHMAN VALLEY COOP-S 1314.09; FRONTIER COMMUNICATIONS-SC 34.19; GALLS-S 298.99; GARRISONS-S 948.50; GOLDEN WEST IND-S 8.42; GREAT PLAINS COMM-SC 3214.41, S178.56; HANCOCK LUMBER-S 66.99; HEARTLAND TESTING & CONSULTING-CO 7151.44, SC 648.56; HENNING BROS-SC 59.00; HERITAGE SENIOR CENTER-SC 140.00; HG KLUG-S 238.40; HGTV MAGAZINE-S 39.97; L HILLER-SC 368.70; HINKLE TERMITE & PEST-S 1572.00; HOA SOLUTIONS-S 470.31; SC 591.25; HOLIDAY INN-SC 259.90; HOMETOWN LEASING-SC 1132.53; HONORBOUND IT-S 332.24; HORIZON BANK-SC 23257.93; IDEAL LINEN-S 191.57; J BAR J LANDFILL-SC 42421.99; JADES SEWER DRAIN CLEANING-S 275.25; JOHNSON SERVICE-CO 86411.65; KATHRYN MESNER-SC 2333.07; KIDS REF CO-S 839.74; T KOETTER-SC 444.85. LIFE-ASSIST-S 2913.77; MAQUEEN EQ-S 27403.95, SC 494.45; MALLECK OIL-S 1169.15; MARC-S 508.70; MAMMOTH-CO 1141563.61, SC 5000.00; MCCOOK CONCRETE-S 583.19; MC GAZETTE-SC 1030.57, S 12.96; MC HUMANE SOCIETY-S 5297.45; MPPD-SC 712.56; MCNET -SC 109.90; MCKESSON MEDICAL-S 189.29;

MEAD- S 135.69 J METCALF-SC 161.00; MEDC-LB840 PAYMENTS-SC 18333.33; MEDICARE-PS 6765.29; MICHAEL TODD IND SUPPLY-S 2693.30; MICROMARKETING-S 2629.76; MIDAMERICA BOOKS-S 162.58; MIDWEST CONNECT-S 318.75, SC 2362.34; MILLER & ASSOC.-CO 21012.10, SC 875.00; B. MINTLING-S 3740.00; MOUSEL, BROOKS, SCHNEIDER, MUSTION-SC 2433.00; MPCC-SC 40.00; J. MUEHLENKAMP-SC 444.85; MUNICIPAL SUPPLY-S 748.17, SC43.19; NE DEPT REV SALES TAX-SC 14369.67; NE PUBLIC HEALTH-SC 54.00; NE STATE FIRE MARSHALL-SC 36.00; NE GENERATOR SRVS, LLC-S 6322.18; NEMSA-SC 470.00; NEBRASKALAND TIRE-S 917.00; NAT'L FIRE PROTECTION-SC 225.00; NICK'S DIST-S 1483.26; NE MACHINERY-S 1443.16; NPPD-SC 31517.63, S 2990.37; NSG-S 2071.20; O'REILLY AUTO PARTS-S 1034.25; ODISS ENT-S 535.00; Z. OLIVER-S 6090.00; ONE BILLING SOLUTIONS-SC 6950.44; ONE CALL-SC 39.20; OUTDOOR RECREATION PRODUCTS-S 5192.00; PAPER TIGER SHREDDING, INC.-S 100.00; PAULSEN INC-CO 373820.83; PLATTE VALLEY COMMUNICATION-S 310.00; PSYCHOLOGICAL RESOURCES-S 150.00; PYE-BARKER FIRE & SAFETY-SC 1105.00; QUADIENT LEASING-S 400.17, SC 1599.83; QUALITY URGENT CARE-SC 235.00; QUILL-S 38.68; SC 104.38; R. PERRY CONST-SC 6147.43; RR MGMT-SC 2749.27; D. RAMBALI-SC 769.39; RAVENSWOOD ELECTRIC-S 160.00, CO 320.00; RWCO HHW-S 9185.00; RWCO TREASURER- SC 1620.66; RESTORED HOMES-SC 1803.54; RUGGLES TRAILER-S 25.00; RUTT'S HEATING & AC-S 1831.60; N SCHNEIDER-SC 107.00; SCOTTIES POTTIES-S 125.00; K. SIEBRANDT-SC 526.88; B. SIEGFRIED-SC 101.50; SNELL SRVS-S 5663.09, SC 7400.16, CO 7400.16; SOUTHWEST FARM & AUTO-S 257.80; T STEWART-S 4560.00; STREAKY CLEAN WINDOWS-S 132.00; SUNSHINE IND'L-S 876.62; TASTE OF HOME-S 42.98; L. TAYLOR-SC 444.85; TITAN MACHINERY-S 1220.70; TRAVELERS-SC 3642.00; TREVIPAY-WALMART-SC 1967.80, S 1835.25; UMR-SC 321147.44; UNION BANK AND TRUST-CO 675398.61; UTILITY REFUNDS-S 76.28; US FOODS-S 875.21; USA BLUEBOOK-S 705.44; VERIZON-SC 2598.94; VK ELECTRONICS-S 1954.00; VOLZ- S 300.23; WAGNER CHEVY-S 30.76; WAGNER FORD TOYOTA- SC 68.77; WALMART COMMUNITY-S 58.34; G. WEEDIN-SC 444.85; WESTHUSING'S INC-S 1028.29; WEX BANK-SC-59.66, S 9700.49; J. WRIGHT-SC 161.00.

-s-Lea Ann Doak, City Clerk

PUBLISH: MARCH 20, 2026

CITY MANAGER'S REPORT
APRIL 20, 2026 CITY COUNCIL MEETING

ITEM: **3.D.**

APPROVE THE CLOSURE OF CITY STREETS – Approve the application of the McCook Rotary Club for the temporary closure of City streets for the celebration of National Night Out around Norris Park including the northbound lane of the 700 block Noris Ave., the 700 block of East 1st St., the 100 block of East H St. and the 100 block of East G St. from 6:00 pm till 8:00 pm on August 4, 2026.

BACKGROUND:

The organizers of the August 4, 2026, National Night Out celebration are requesting that the City streets surrounding Norris Park are allowed to be closed from 6:00 pm till 8:00 pm.

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

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

The organizers are requesting that the northbound lane of Norris Ave. be closed from G St. to H St. from 6:00 pm to 8:00 pm on August 4, 2026, that H St. be closed from Norris Ave to East 1st St. from 6:00 pm to 8:00 pm on August 4, 2026, that East 1st St. be closed from G St. to H St. from 6:00 pm to 8:00 pm on August 4, 2026, and the G St. be closed from East 1st St. to Norris Ave. from 6:00 pm to 8:00 pm on August 4, 2026.

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

FISCAL IMPACT: None.

APPROVALS:

Nathan A. Schneider, City Manager — March 27, 2026

Kyle Potthoff, Public Works Director — March 27, 2026

Kevin A. Hodgson, Police Chief — March 27, 2026

CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: 3.E.

RECOMMENDATION:

RECEIVE AND FILE THE INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING BETWEEN THE CITY OF MCCOOK AND HGACBUY.

BACKGROUND:

Under § 34.30 FORMAL CONTRACT PURCHASE of the City of McCook's Code of Ordinances gives the Purchasing Agent, or his/her designee, the authority to join with other units of government in cooperative purchasing of supplies, equipment or services when the best interests of the city would be served thereby.

This particular agreement is between the City of McCook and HGACBuy. The initial purpose for joining HGACBuy is the ability to purchase trash cans at a substantial savings.

Other communities in Nebraska who are members include the cities of Alliance, Columbus, Fremont, Papillion, Grand Island, Hastings and La Vista.

FISCAL IMPACT: None

APPROVALS:

Kyle Potthoff, Public Works Director — March 17, 2026

Nate Schneider, City Manager — March 17, 2026

HGACBuy™

HELPING GOVERNMENTS ACROSS THE COUNTRY BUY

March 3, 2026

Hello, City of McCook,

Welcome to HGACBuy! We are thrilled to have you join our community of like-minded organizations committed to making strategic and smart buying decisions.

As a member, you now have access to a wide range of competitively solicited contracts with trusted suppliers, tailored to meet your unique needs.

What You Can Expect:

- **Auto-Renewal Membership:** Each year, your membership renews with no hassle.
- **Exclusive Contracts:** All contracts have been awarded by virtue of a sealed public competitive solicitation process.
- **Simplified Procurement Process:** Easily buy products and services from well-known, qualified suppliers and manufacturers.
- **Wide Range of Products and Services:** Access an extensive catalog of products and services in various categories, including vehicles, public safety equipment, fire service apparatus, emergency equipment, infrastructure equipment, emergency preparedness, temporary staffing and more.
- **Savings:** Save time and get access to volume pricing and discounts.
- **Dedicated Support:** Get support from our expert team and make your buying experience simple and easy.
- **Transparency:** Access solicitation documents, contracts, and pricing documents on our website – **www.hgacbuy.org**.

Thank you for choosing to be a part of HGACBuy! If you need any assistance, please do not hesitate to call 713-993-4571 or email Kenya.Crawford@h-gac.com.

Best,

Kenya Crawford

Kenya "Kay" Crawford

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING

ILC No.:
ILC26-21353
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of McCook**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **505 West C Street McCook, NE 69001**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **11/04/2019** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **10/01/2025** and ends **09/30/2026**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H- GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H- GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

City of McCook
Name of End User (local government, agency, or non-profit corporation)

505 West C Street
Mailing Address

McCook, NE 69001
City, State ZIP Code

2/25/26
Signature of chief elected or appointed official | Date

Nate Schneider, City Manager
Typed Name & Title of Signatory

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: Charles Wemple (Mar 3, 2026 15:44:35 EST)
Executive Director

Date: 03/03/2026

CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: **3.F.**

Approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show, including the bandshell and electricity, on September 19, 2026; for the closing of the north bound lane of Norris Avenue from "G" Street to "H" Street and the 100 block of East "G" Street beginning at 1:00 p.m. on Friday, September 18, 2026 until Saturday September 19, 2026 at 8:00 p.m., the 700 and 800 blocks of East 1st, the 100 and 200 blocks of East "H" Street from 5:00 A.M. to 8:00 P.M. on September 19, 2026, the 100 block of West "G" street from 5:00 a.m. on Saturday September 19, 2026 until after the parade; to close Norris Avenue from East "D" Street to East "E" Street on September 19, 2026 between 3:00 p.m. and 10:00 p.m. for October festivities; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 19, 2026; and to allow the use of the McCook City Library parking lot for additional parking.

BACKGROUND:

The McCook Area Chamber of Commerce requests permission to conduct their annual Heritage Days activities in McCook on September 18th and 19th, 2026.

The Chamber of Commerce requests to conduct a parade beginning at 10:00 A.M. on Saturday, September 19, 2026. The parade will necessitate the temporary closing of much of Norris Avenue and West "C" Street during the parade.

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

The Chamber of Commerce is also requesting permission to close Norris Avenue between "D" Street and "E" Street for the Oktober festivities on September 19, 2026 from 3:00 p.m. to 10:00 p.m.

A certificate of Insurance Coverage has been requested.

FISCAL IMPACT: None.

APPROVALS:

Kyle Potthoff, Public Works Director	March 30, 2026
Kevin Hodgson, Police Chief	March 30, 2026
Nate Schneider, City Manager	March 30, 2026

Kyle Potthoff

From: Sarah Schneider <director@mccookchamber.org>
Sent: Sunday, March 29, 2026 11:44 PM
To: Kyle Potthoff
Subject: Street Closure Requests

External (director@mccookchamber.org)

Graymail Spam Phish More... FAQ Protection by Eakes

Hello,

Please consider this a formal request to be added to the April 6th, McCook City Council agenda for approval of the following request from the McCook Chamber of Commerce in regard to farmer's market, Family Fun on the Bricks, and Heritage Days.

1. Permission to close the parking lot located at East 1st Street and East "D" Street on Thursdays from 5:00 p.m. to 8:00 p.m., beginning in May 21st and continuing through October. The purpose of this request is to host a weekly farmers market at this location. Additionally, we request approval to display a banner on the parking lot structure to inform the public of the weekly event.

2. Permission to close Norris Avenue between East "B" and East "D" Streets, "C" Street between Norris and West 1st Street and East 1st Street, on July 16th for the Third Thursday event, Family Fun on the Bricks from 4pm to 10pm.

3. Permission to hold the annual Heritage Days Parade on September 19th. The parade will begin at 10:00am with the flag ceremony at the Norris Avenue flagpole at 9:45am. The route is the same as in 2025, and begins at East "F" Street, proceeds south on Norris Avenue to East "C" Street and then turns west toward West 5th Street. The parade will fall out and disband when they arrive at West 5th St. Parade entries will be lined up on both sides of Norris Avenue from East "F" Street north to East "O" Street.

4. Norris Park and surrounding road area closure request
   a. Permission to use Norris Park for our annual Heritage Days Arts and Crafts Show on Saturday, September 19th.
   b. Use of the electricity at Norris Park as in years past for the food vendors. Electricity will come from the power pole on the south side of the park as well as the bandshell.
   c. Use of the bandshell for stage entertainment.
   d. Permission to close East Norris Ave (northbound) and East "G" Street from Norris Avenue to East 1st Street on Friday, September 18th, afternoon beginning at 1 pm so that our vendors are able to set up.
   e. Permission to close the streets around Norris Park for September 19th . These roads include East "H" Street, East "G" Street, and East 1st St. They should be blocked off at 5:00am Saturday and remain closed throughout the day opening back up at 8:00pm. East "H" Street should be closed from Norris Ave. to East 2nd Street. East 1st Street should be closed from East "G" Street to East "I" Street.

f. Permission to close East "G" St. between Norris Ave. and West 1st St. be closed to vehicle parking.

g. Permission to block Norris Ave. after the parade on Saturday from East "G" Street to East "H" Street.

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

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

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

I will be available to speak to this request at the April 6th City Council meeting. Please let me know if you need anything further.

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

MCCOOK CHAMBER
OF COMMERCE

Involvement | Education | Advocacy | Marketing

CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: 3.G.

RECOMMENDATION:

Approve the request from the McCook Chamber of Commerce to close Norris Avenue from East "B" Street to East "D" Street and "C" Street from West 1st Street to East 1st Street on July 16th from 4:00 p.m. to 10:00 p.m. for their Third Thursday Family Fun on the Bricks event.

BACKGROUND:

This request from the McCook Chamber of Commerce is for the closure of Norris Avenue from East "B" Street to East "D" Street and "C" Street from West 1st Street to East 1st Street on July 16th from 4:00 p.m. to 10:00 p.m. for their Third Thursday Family Fun on the Bricks event.

A certificate of Insurance Coverage has been requested.

FISCAL IMPACT: None.

APPROVALS:

Kyle Potthoff, Public Works Director — March 30, 2026

Nate Schneider, City Manager — March 30, 2026

Kyle Potthoff

From: Sarah Schneider <director@mccookchamber.org>
Sent: Sunday, March 29, 2026 11:44 PM
To: Kyle Potthoff
Subject: Street Closure Requests

External (director@mccookchamber.org)

Graymail Spam Phish More... FAQ Protection by Eakes

Hello,

Please consider this a formal request to be added to the April 6th, McCook City Council agenda for approval of the following request from the McCook Chamber of Commerce in regard to farmer's market, Family Fun on the Bricks, and Heritage Days.

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CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: 3.H.

RECOMMENDATION:

Approve the request from the McCook Chamber of Commerce to close the parking lot located at East 1st and "D" Street on Thursdays from 5:00 p.m. to 8:00 p.m. beginning on May 21st and continuing through October in order to host a farmers market and to allow the Chamber to display a banner to inform the public of the event.

BACKGROUND:

This request from the McCook Chamber of Commerce is for the closure of the parking lot at East 1st and "D" Street on Thursdays from 5:00 p.m. to 8:00 p.m. beginning May 21, 2026 through October 2026 in order to host a weekly farmers market. The chamber is also requesting permission to display a banner on the parking lot structure to inform the public of the weekly event.

A certificate of Insurance Coverage has been requested.

FISCAL IMPACT: None.

APPROVALS:

Kyle Potthoff, Public Works Director — March 30, 2026

Nate Schneider, City Manager — March 30, 2026

Kyle Potthoff

From: Sarah Schneider <director@mccookchamber.org>
Sent: Sunday, March 29, 2026 11:44 PM
To: Kyle Potthoff
Subject: Street Closure Requests

External (director@mccookchamber.org)

Graymail Spam Phish More... FAQ Protection by Eakes

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CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: 3.I.

RECOMMENDATION:

APPROVE THE REQUEST FROM THE MCCOOK CHAMBER OF COMMERCE TO CLOSE THE FOLLOWING STREETS FOR THE 10TH ANNUAL CRUISIN' THE BRICKS CRUISE NIGHT AND CAR SHOW:

SATURDAY JUNE 27TH FROM NOON TO 7:30 P.M.

NORRIS AVENUE FROM THE NORTH SIDE OF "C" STREET TO THE SOUTH SIDE OF "E" STREET;

"D" STREET FROM EAST 1ST STREET TO WEST 1ST STREET

SATURDAY JUNE 27TH FROM NOON TO 11:59 P.M.

NORRIS AVENUE FROM THE NORTH SIDE OF "D" STREET TO THE SOUTH SIDE OF "E" STREET;

BACKGROUND:

This request from the McCook Chamber of Commerce is for the 10th Annual Cruisin' the Bricks Cruise Night and Car Show to be held on June 27, 2026. The car show will take place on Norris Avenue from noon to 7:30 p.m. Once the car show is complete at approximately 7:30 p.m., Norris Avenue will be opened up from the south side of "C" Street to the north side of "D" Street and "D" Street will be opened back up from East 1st Street to West 1st Street. Norris Avenue will remain closed from the north side of "D" Street to the south side of "E" Street until 11:59 p.m.

The Street Department will provide the cones for blocking off the streets.

FISCAL IMPACT: None.

APPROVALS:

Kyle Potthoff, Public Works Director — March 31, 2026

Kevin Hodgson, Chief of Police — March 31, 2026

Nate Schneider, City Manager — March 31, 2026

Kyle Potthoff

From: Sarah Schneider <director@mccookchamber.org>
Sent: Tuesday, March 31, 2026 11:58 AM
To: Kyle Potthoff; Lea Ann Doak
Subject: Street Closure for June 28th

External (director@mccookchamber.org)

Safe Spam Phish More... FAQ Protection by Eakes

Kyle,

Please consider this a formal request to be added to the April 6th, McCook City Council agenda for approval of the following request for permission to close several streets on Saturday, June 28 in conjunction with the Annual Cruise and Car Show, as well as the Chamber's Bash on the Bricks event.

We are requesting the following closures:

- Norris Avenue from C Street to D Street, and D Street from East 1st to East 2nd, from 12:00 p.m. to 7:30 p.m. for the Annual Cruise and Car Show.
- Norris Avenue from D Street to E Street from 12:00 p.m. to midnight for the Car Show and Bash on the Bricks.
- Once the car show and awards have concluded, Norris Avenue and D Street will reopen to allow for the cruise, with the exception of Norris Avenue from D Street to E Street, which will remain closed for the duration of the concert.
-

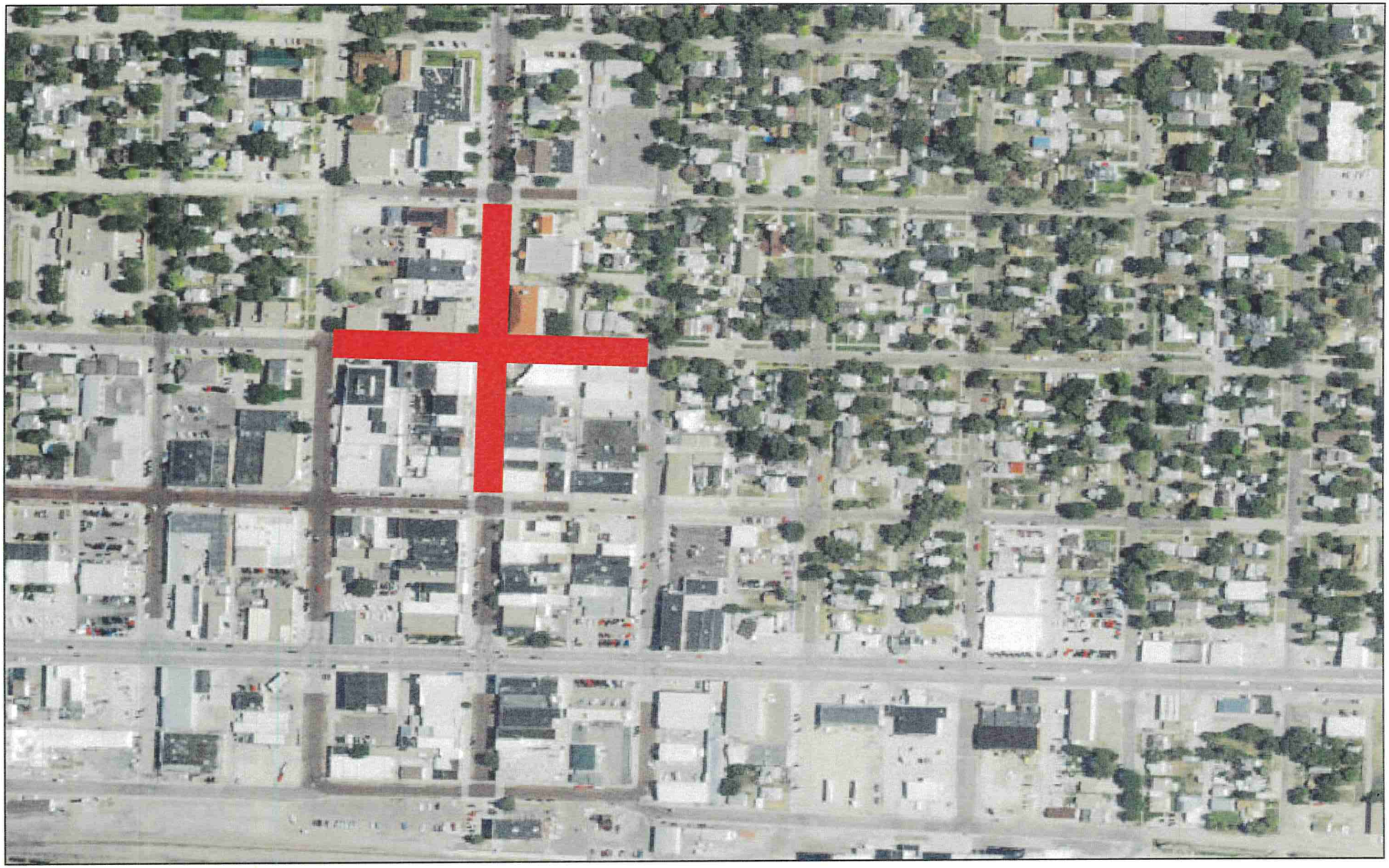
Please let me know if you need any additional information or if there are any requirements we should be aware of to move forward with approval.

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

MCCOOK CHAMBER
OF COMMERCE

Involvement | Education | Advocacy | Marketing

gWorks



March 31, 2026
12:00 PM

City Limits

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:5,133

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City of McCook
gWorks.

CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: 3.J.

Approve the request from the McCook Creative District to close Norris Avenue from the north side of "D" Street to the South Side of "E" Street on May 21, June 18, August 20, September 17, and October 15 from 4:00 P.M. to 9:00 P.M. for their Third Thursday Events.

BACKGROUND:

This request is from the McCook Creative District for the closing of Norris Avenue from the north side of "D" Street to the south side of "E" Street on the following Thursdays from 4:00 p.m. to 9:00 p.m. for their third Thursday events:

May 21st, June 18th, August 20th, September 17th and October 15th. A separate agenda item is included for the July 16th Third Thursday event.

The intersections at Norris and "D" Street and Norris and "E" Street will remain open during the events.

The City Street Department will be providing cones for the closing of Norris Avenue and the Transfer Station will be providing additional trash cans as needed.

FISCAL IMPACT: None.

APPROVALS:

Kyle Potthoff, Public Works Director — March 30, 2026

Nate Schneider, City Manager — March 30, 2026

March 13, 2026

Norris Avenue Street Closures - 2026 Third Thursdays

The McCook Creative District is requesting closure of Norris Avenue for the monthly Third Thursdays. For most months, it will be the Norris Avenue block from D to E streets with the exception of the month hosted by the McCook Chamber.

The request is from 4 p.m. to 9 p.m. This allows time for cars to use the street during the day and most of the afternoon. And we usually have the street opened back up to traffic before 9 p.m.
The McCook Creative District has also created "no parking" signs that will be placed along the sidewalks at 9 a.m. to let drivers know that the street will be closed later in the day.

Now in its third year, the McCook Creative District's Third Thursdays continue to grow, bringing people, families and neighbors downtown for socializing, music, eating and shopping. Third Thursdays originated as a leadership concept from the McCook Community Foundation Fund with a different host learning how to host an event each month.

Schedule for 2026 and host:
May 21 - Community Hospital
June 18 - CASA/Community Kitchen/Walmart
July 16 - McCook Chamber and retailers
Aug. 20 - TBD
Sept. 17 - Valmont
Oct. 15 - MCC

We appreciate the City of McCook's help in the past. Cones provided in the past to shut down the streets are still stored downtown. Nothing else is needed from the city at this point except perhaps extra trash cans on those dates, but we reach out to the city each month for those.

Thank you in advance for the city's help on this project. If anyone has questions, wants more information or most importantly, wants to be involved, please reach out to the McCook Creative District committee.

Ronda Graff
MCFF/Third Thursday Coordinator
308.340.3412

CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: 3.K.

RECOMMENDATION:

APPROVE THE REQUEST FROM WEATHERCRAFT CO. OF MCCOOK TO CLOSE WEST 4TH STREET FROM WEST "B" STREET TO WEST "C" STREET ON TUESDAY APRIL 7, 2026 FROM 7:30 A.M. - 10:00 A.M. FOR THE USE OF A CRANE FOR MAINTENANCE WORK FOR STATE FARM INSURANCE.

BACKGROUND:

This request if for the closing of West 4th Street between West "B" Street and West "C" Street on Tuesday April 7, 2026 from 7:30 a.m. to 10:00 a.m. for the use of a crane to perform maintenance work for State Farm

FISCAL IMPACT: None.

APPROVALS:

Kyle Potthoff, Public Works Director — March 31, 2026

Nate Schneider, City Manager — March 31, 2026

Tuesday April 7th

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

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

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

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

Name: Brett Schmidt - Weatherproof Co of McCook

Address: 512 Airport Road, McCook NE 69001

Telephone Number: 308 340 6216

Email Address: brett@alloplane.com

Date of Request: 3-6-26

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

Request to Block traffic on West 4th Between B Street & C Street from ~~8:00~~ 7:30 AM — 10:00 AM for CRANE setup FOR STATE FARM Insurance

For Administrative Purposes:

Date Request Received: _____ **Received by:** _____

Action Taken: Included on the agenda of the April 6th, 2026 City Council Mtg for consideration

Follow-Up Needed: _____

Signed: [signature] **Date:** 3/31/26

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

EQUAL HOUSING OPPORTUNITY

gWorks

March 31, 2026
08:38 AM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:5,647

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City Limits

Parcels

City of McCook
gWorks.

CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: 3.L.

RECOMMENDATION:

APPROVE THE REQUEST FROM AUTUMN MILLER, GENERAL MANAGER OF ANYTIME FITNESS, TO HOST A 5K RUN UTILIZING CITY STREETS AND WALKING TRAILS ON SATURDAY SEPTEMBER 19, 2026 BEGINNING AT 7:00 A.M. AND ENDING AROUND NOON.

BACKGROUND:

This is a request from Autumn Miller, General Manager of Anytime Fitness, to hold a 5K run during Heritage Days. This event will be held on September 19, 2026 with registration beginning at approximately 7:00 a.m. with the 5K being completed before noon. For safety purposes, the organizers will have volunteers present at the busier intersections, as well as using signs to warn motorists of the runners/walkers. A map of the proposed route is included with this report.

A certificate of insurance has been received.

FISCAL IMPACT: None.

APPROVALS:

Kevin A. Hodgson — March 31, 2026
Kevin Hodgson, Chief of Police

Kyle Potthoff — March 31, 2026
Kyle Potthoff, Public Works Director

March 31, 2026
Nate Schneider, City Manager

Kyle Potthoff

From: Anytime Fitness McCook, NE <McCookNE@anytimefitness.com>
Sent: Tuesday, March 31, 2026 11:03 AM
To: Kyle Potthoff; Lea Ann Doak; Nate Schneider
Subject: Re: Heritage Days 5K
Attachments: 2025 Heritage Days 5k Route.png; Certificate of Insurance (SEL) (2).pdf

External (mccookne@anytimefitness.com)

Graymail Spam Phish More... FAQ Protection by Eakes

September 19th. Registration at 7 am, race begins at 7:30 am.

It is the same route we have used before. I have attached it.

I have purchased the insurance and have attached it as well. We will have the McCook High School Cross Country team assisting us and being on the route to insure runners are going the right way and are protected.

Please let me know if you need anything else.

Autumn Miller - General Manager

Anytime Fitness

206 Norris Ave.

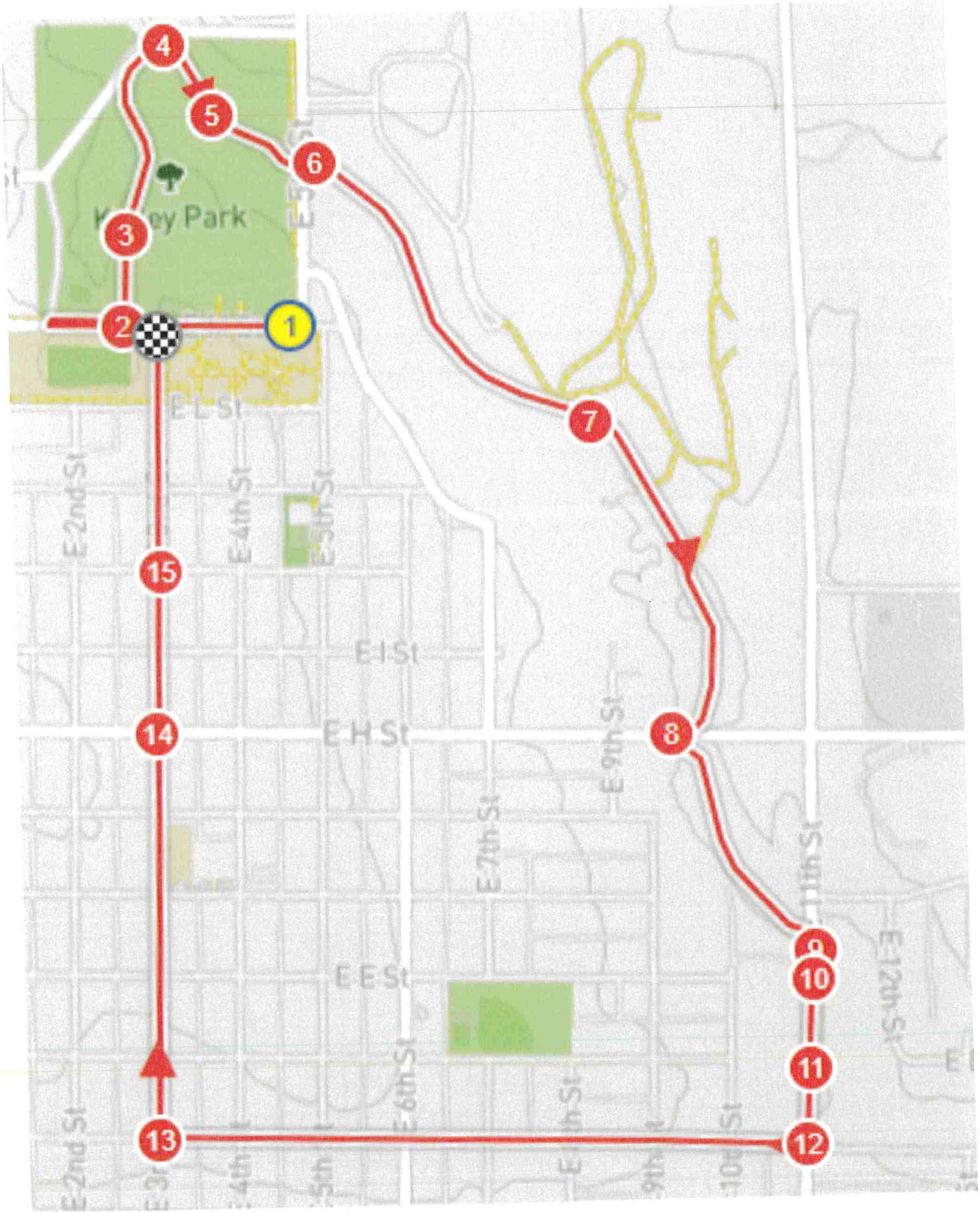
McCook, NE 69001

308-777-2099

mccookne@anytimefitness.com

From: Kyle Potthoff <potthoff@cityofmccook.com>
Sent: Tuesday, March 31, 2026 9:49 AM
To: Anytime Fitness McCook, NE <McCookNE@anytimefitness.com>; Lea Ann Doak <ldoak@cityofmccook.com>; Nate Schneider <nschneider@cityofmccook.com>
Subject: RE: Heritage Days 5K

Autumn,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CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: **3.M.**

RECOMMENDATION:

APPROVE THE GRANT OF LICENSE WITH COMMUNITY HOSPITAL FOR USE OF RIGHT-OF-WAY ON PORTIONS OF THE SOUTH SIDE OF THE 1400 AND 1500 BLOCKS OF EAST "J" STREET FOR OFF STREET PARKING USE AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

As part of the East "J" Street paving project back in 2018, Community Hospital made a request to include as part of the project, off street parking along the south side of the 1400 and 1500 blocks of East "J" Street. W Design completed the design of the project and the hospital's request was included as an alternate to the base bid. This was done so that in the event the bid for the hospitals portion came in over budget, they were not committed. Once the bids were received, the hospital's off street parking part of the project was determined to be within budget and ultimately accepted and approved by the hospital. The project was ultimately completed.

After review, it has been determined that there was not a grant of license approved for the off street parking portion of the project. This grant of license is being presented in order to correct that oversight.

FISCAL IMPACT: None.

APPROVALS:

Kyle Potthoff, Public Works Director — April 1, 2026

Nate Schneider, City Manager — April 1, 2026

TOP PORTION FOR USE BY THE OFFICE OF THE REGISTER OF DEEDS ONLY

After Recording Return to:

Lea Ann Doak, City Clerk
City of McCook
PO Box 1059
McCook NE 69001-1059

GRANT OF LICENSE

This Agreement is made and entered into this 6th day of April, 2026, by and between the City of McCook, Nebraska, hereinafter referred to as the Licensor, and Community Hospital, hereinafter referred to as the Licensee.

Licensor hereby grants to Licensee the revocable right, privilege, and permission to use the following described real property for off street parking encroaching on the City's right of way described as:

A TRACT OF LAND IN THE NW 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 29 WEST OF THE 6TH PM IN RED WILLOW COUNTY, NEBRASKA, WHICH IS ALSO IN HOSPITAL HEIGHTS ADDITION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NW CORNER OF THE NW 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 29 WEST OF THE 6TH PM, THENCE EASTERLY (ASSUMED AND ALL BEARING RELATIVE TO) ALONG THE CENTERLINE OF EAST J STREET A DISTANCE OF 496.5 FEET MORE OR LESS TO A POINT. THENCE SOUTHERLY PERPENDICULAR TO THE CENTERLINE OF EAST J STREET A DISTANCE OF 15 FEET. SAID POINT BEING THE POINT OF BEGINNING. THENCE EASTERLY, A DISTANCE OF 549.0 FEET, THENCE SOUTHERLY, A DISTANCE OF 15 FEET, THENCE WESTERLY, A DISTANCE OF 549.0 FEET, THENCE NORTHERLY, A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING, CONTAINING 8,235 SQ.FT., MOREOR LESS.

This License is granted and restricted to the above described improvements situated on the subject real property and is further restricted to repairing said structures only and does not extend to any material improvement or modification of the structure or replacement thereof.

The term of the License shall be the life of the existing structure with the restrictions set forth herein.

CITY OF MCCOOK, NEBRASKA

By: _____
Linda Taylor, Mayor

ATTEST:

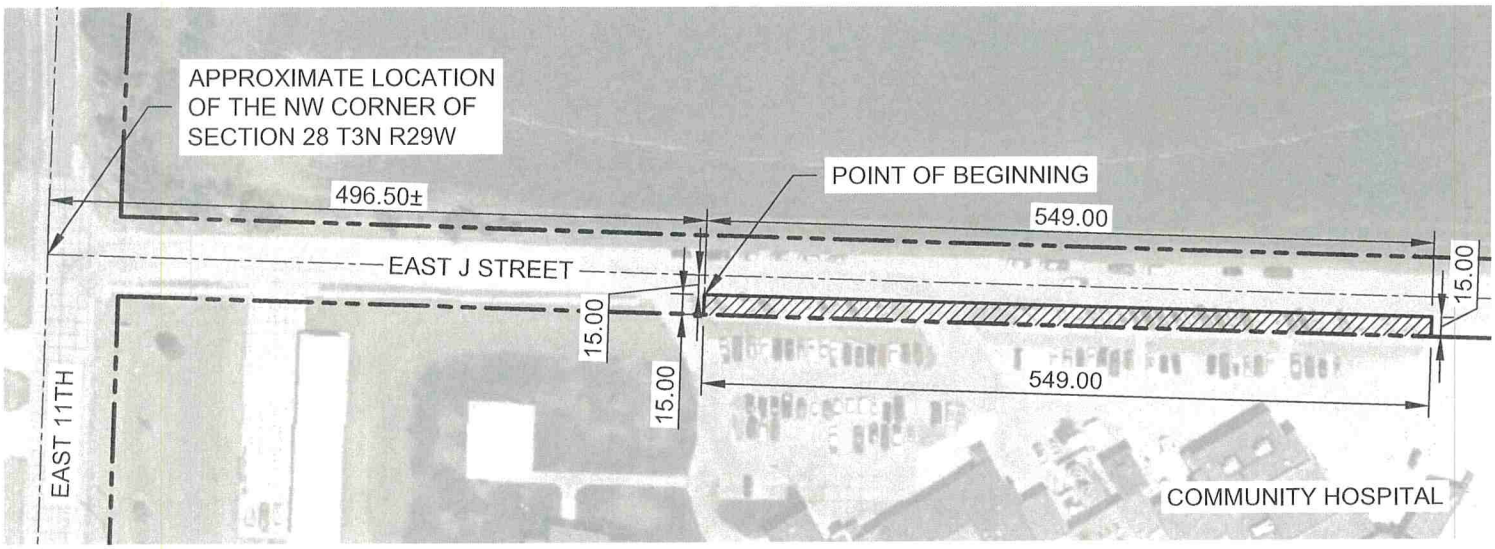
_____
Lea Ann Doak, City Clerk

Acknowledgement

State of Nebraska)
) s.s.
County of Red Willow)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Linda Taylor, Mayor of the City of McCook and Lea Ann Doak, Clerk of the City of McCook, Nebraska.

_____
Notary Public



NORTH

0 70 140 280

COMMUNITY HOSPITAL
OFF STREET PARKING LOT
EAST J STREET

LEGAL DESCRIPTION

A TRACT OF LAND IN THE NW 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 29 WEST OF THE 6TH PM IN RED WILLOW COUNTY, NEBRASKA, WHICH IS ALSO IN HOSPITAL HEIGHTS ADDITION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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W DESIGN ASSOCIATES
214 E. 1ST ST. McCOOK, NE 69001 | 308.345.2370 | ENGINEERS | ARCHITECTS
2626 W. 2ND ST. HASTINGS, NE 68901 | 402.463.2377 | WWW.WDESIGNEA.COM

CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: 3.N.

RECOMMENDATION:

APPROVE THE GRANT OF LICENSE WITH COMMUNITY HOSPITAL FOR USE OF RIGHT-OF-WAY ON PORTIONS OF THE SOUTH SIDE OF THE 1400 BLOCK OF EAST "J" STREET FOR THE INSTALLATION OF ELECTRICAL INFRASTRUCTURE TO SERVE THEIR EXPANSION PROJECT AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

Community Hospital has made a request for permission to occupy city right-of-way for the installation of electrical infrastructure on the south side of East "J" Street where off street parking exists. The space needed for the necessary electrical equipment will take up 3 of the existing off street parking spaces. Hospital staff along with NPPD staff have evaluated the site and have determined that the proposed location is the most logical area for the installation of this equipment.

FISCAL IMPACT: None.

APPROVALS:

Kyle Potthoff, Public Works Director — April 1, 2026

Nate Schneider (Pd)
Nate Schneider, City Manager — April 1, 2026

TOP PORTION FOR USE BY THE OFFICE OF THE REGISTER OF DEEDS ONLY

After Recording Return to:

Lea Ann Doak, City Clerk
City of McCook
PO Box 1059
McCook NE 69001-1059

GRANT OF LICENSE

This Agreement is made and entered into this 6th day of April, 2026, by and between the City of McCook, Nebraska, hereinafter referred to as the Licensor, and Community Hospital, hereinafter referred to as the Licensee.

Licensor hereby grants to Licensee the revocable right, privilege, and permission to use the following described real property for installation of electrical infrastructure encroaching on the City's right of way described as:

> A TRACT OF LAND IN THE NW 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 29 WEST OF THE 6TH PM IN RED WILLOW COUNTY, NEBRASKA, WHICH IS ALSO IN HOSPITAL HEIGHTS ADDITION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> REFERRING TO THE NW CORNER OF THE NW 1/4 OF SECTION 28, TOWN SHIP 3 NORTH, RANGE 29 WEST OF THE 6TH PM, THENCE EASTERLY (ASSUMED AND ALL BEARING RELATIVE TO) ALONG THE CENTERLINE OF EAST J STREET A DISTANCE OF 800 FEET MORE OR LESS TO A POINT. THENCE SOUTHERLY PERPENDICULAR TO THE CENTERLINE OF EAST J STREET A DISTANCE OF 15 FEET. SAID POINT BEING THE POINT OF BEGINNING. THENCE EASTERLY, A DISTANCE OF 20 FEET, THENCE SOUTHERLY, A DISTANCE OF 15 FEET, THENCE WESTERLY, A DISTANCE OF 20 FEET, THENCE NORTHERLY, A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING, CONTAINING 300 SQ.FT., MORE OR LESS.

This License is granted and restricted to the above described improvements situated on the subject real property and is further restricted to repairing said structures only and does not extend to any material improvement or modification of the structure or replacement thereof.

The term of the License shall be the life of the existing structure with the restrictions set forth herein.

CITY OF MCCOOK, NEBRASKA

By: _____
Linda Taylor, Mayor

ATTEST:

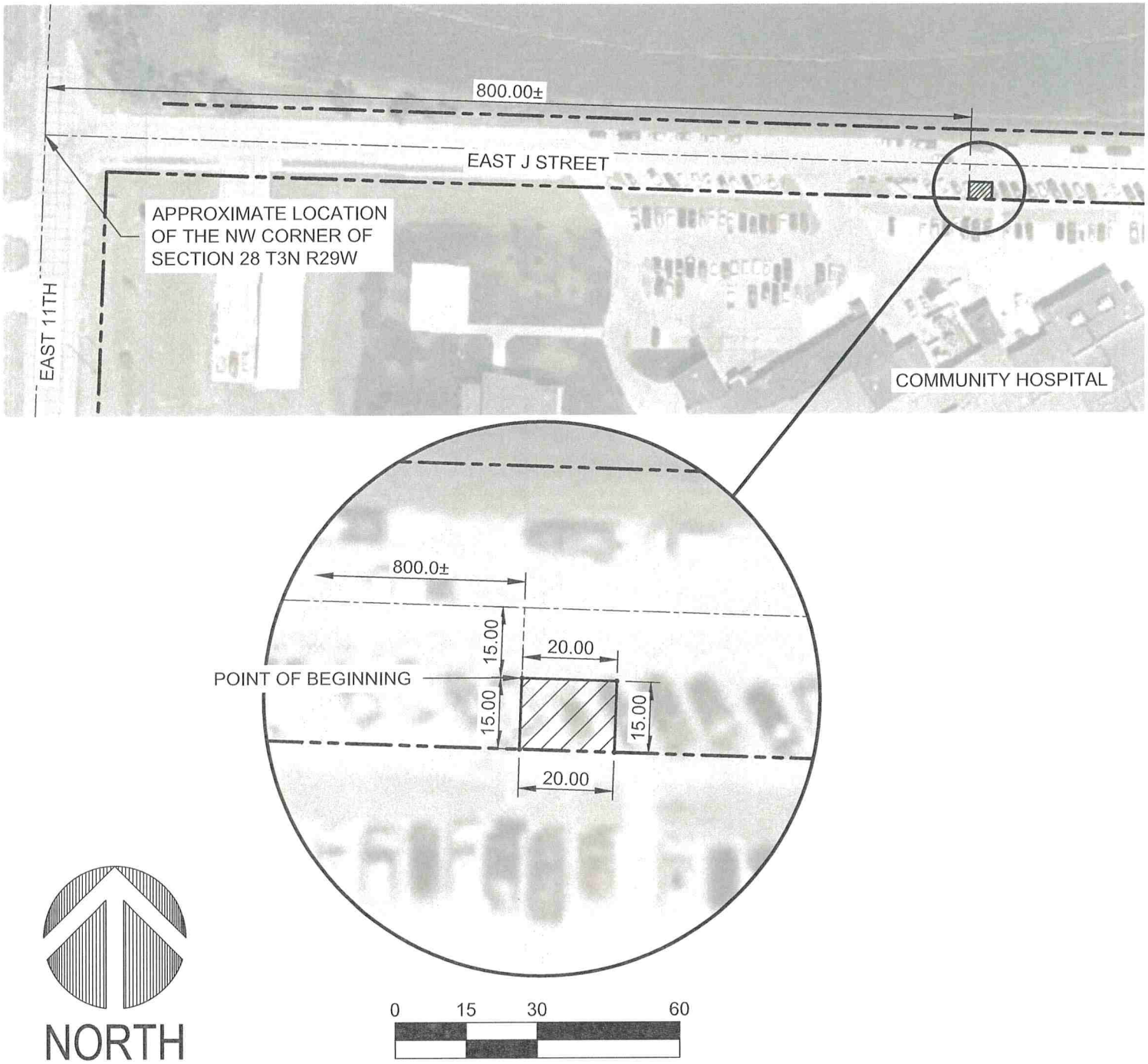
_____
Lea Ann Doak, City Clerk

Acknowledgement

State of Nebraska)
) s.s.
County of Red Willow)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Linda Taylor, Mayor of the City of McCook and Lea Ann Doak, Clerk of the City of McCook, Nebraska.

_____
Notary Public



LEGAL DESCRIPTION

A TRACT OF LAND IN THE NW 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 29 WEST OF THE 6TH PM IN RED WILLOW COUNTY, NEBRASKA, WHICH IS ALSO IN HOSPITAL HEIGHTS ADDITION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NW CORNER OF THE NW 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 29 WEST OF THE 6TH PM, THENCE EASTERLY (ASSUMED AND ALL BEARING RELATIVE TO) ALONG THE CENTERLINE OF EAST J STREET A DISTANCE OF 800 FEET MORE OR LESS TO A POINT. THENCE SOUTHERLY PERPENDICULAR TO THE CENTERLINE OF EAST J STREET A DISTANCE OF 15 FEET. SAID POINT BEING THE POINT OF BEGINNING. THENCE EASTERLY, A DISTANCE OF 20 FEET, THENCE SOUTHERLY, A DISTANCE OF 15 FEET, THENCE WESTERLY, A DISTANCE OF 20 FEET, THENCE NORTHERLY, A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING, CONTAINING 300 SQ.FT., MORE OR LESS.

DESIGN ASSOCIATES
214 E. 1ST ST. McCOOK, NE 69001 | 308.345.2370 | ENGINEERS | ARCHITECTS
2626 W. 2ND ST. HASTINGS, NE 68901 | 402.463.2377 | WWW.WDESIGNEA.COM

CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: **4.A.**

Consider the approval of a request from the Southwest Nebraska Freedom Festival Committee to use ACE funds in the amount of $1,500 for the 4th of July firework display.

BACKGROUND:

Attached is a copy of the application for use of ACE funds submitted by the Southwest Nebraska Freedom Festival Committee.

A copy of the City of McCook Guidelines for use of ACE Funds, approved by the Council in December 2025, is also attached. Per these guidelines, requests are to be brought to the Council for their approval. After the recent ACE member distribution, the balance in the fund is a little over $42,000. Staff has earmarked a portion of the funds for shade structures at the new youth sports complex.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak — April 1, 2026
Lea Ann Doak, City Clerk

Tera Koetter — April 1, 2026
Tera Koetter, Assistant City Manager

April 1, 2026
Nathan A. Schneider, City Manager

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: Southwest Nebraska Freedom Festival (McCook Christian)

Contact Person: Ayla Smith, committee member
Name, Title

308-345-1516 aylasmith@icloud.com
Telephone number, email ayla@mccookchristian.church

Amount Requested: $1,500.00

Proposed use of funds (be specific: project timeline and describe all recognition levels available)

The funds will be used to help pay for the fireworks show.
Jan - May (monthly meetings) June - July (weekly meetings)

recognition levels attached

Other sources and amounts of funding (be specific)

funding for SWNFF is supported through sponsorships with local businesses, private donations, and grants. These contributions allow the event to remain free to the public.

Organizational information (brief description of your organization, its history and purpose-provide documentation)

SWNFF began as a grassroots effort to create a meaningful, family friendly celebration honoring those who serve and protect. Over the years, it has grown to become a highly anticipated annual tradition in McCook, drawing thousands of attendees and fostering strong community connection.

Estimate the number of persons who will, or how the community will, benefit from the project:

There are roughley 3,500 people who attend the event each year. The community will benefit from this project due to the influx of shoppers, restaurant goers, and customers to hotels

The undersigned is executing this application on behalf of the above name organization.

Ayla Smith, Committee member 2/26/26
Signature, Title Date

SPONSORSHIP OPPORTUNITIES

FIREWORKS SPONSOR: $7,500

- Exclusive naming rights of fireworks display
- Stand-alone name and logo shout outs on social media
- Large logo displayed on sponsor banner
- Name mention in all advertising
- Banner displayed at the event

****

ENTERTAINMENT SPONSOR: $5,000

- Stand-alone name with logo shout outs on social media
- Medium logo displayed on sponsor banner
- Name mention in over 400 radio ads
- Banner displayed at the event

****

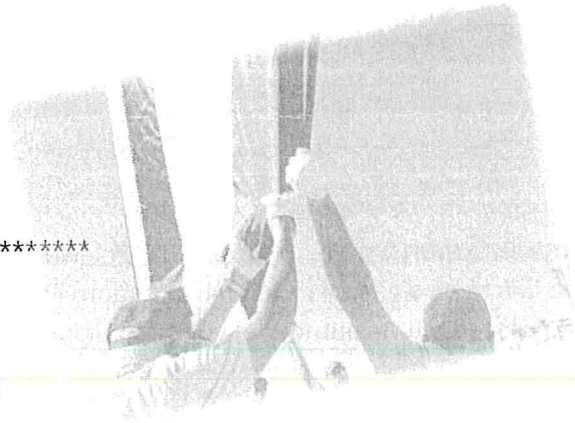
ACTIVITIES SPONSOR: $2,500

- Stand-alone name with logo shout outs on social media
- Small Logo displayed on sponsor banner
- Name mention in 250 radio ads
- Banner displayed at the event

****

EVENT SPONSOR: $1,500

- Social media shout out with other Event Sponsors
- Name listed on sponsor banner
- Name mention in 100 radio ads
- Banner displayed at the event



****

COMMUNITY SPONSOR: $1,000

- Social media shout out with other Community Sponsors
- Name listed on sponsor banner
- Name mentioned in 100 radio ads

****

INVESTOR SPONSOR: $100 - $500

Proud supporter and investor of this huge event

CITY MANAGER'S REPORT
APRIL 6, 2026 MCCOOK CITY COUNCIL MEETING

ITEM NO. 4.B. 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 — April 1, 2026

Lea Ann Doak, City Clerk — April 1, 2026

CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: 4.C.

RECOMMENDATION:

Approve on first reading , under suspension of the rule, Ordinance No. 2026-3115 amending Chapter 54, City Parks and Property, Subchapter "City Swimming Pool", In Title V, Departments, Section 54.015 - Operation and Funding, to include a provision to set reasonable fees for the management and maintenance of the Mccook Aquatic Park, with said changes to be enumerated in Chapter 38, Fee Schedule, Appendix O.

BACKGROUND:

In order to appropriately establish the fees needed for maintenance and operation for the McCook Aquatic Park, it is necessary to amend Chapter 54 of the McCook Municipal Ordinance to include a provision setting reasonable charges for the use of the swimming pool. The admission charges will be on file and held by the City Clerk and will be included in Chapter 38, Fee Schedule, Appendix O.

City Staff has been working with new software through CivicPlus to help streamline the way that fees are processed at the McCook Aquatic Park. Last year the number of pricing options for entrance into the aquatic park became somewhat cumbersome. With this new software staff is proposing some changes to the permit options in order to simplify the process.

These recommended changes are to eliminate the Babysitter/Grandparents season pass ($40) and replace it with a Senior Citizen 60+ season pass ($40); eliminate the Lap Swimming/Water Walking season pass ($45) and Lap Swimming/Water Walking daily pass ($3). Lap Swimming/Water Walking will still be available but participants will be required to purchase a regular daily pass or a regular season pass.

This software will also allow us to take reservations and payments for other City owned properties such as Karrer Park and Memorial Auditorium as well as others.

FISCAL IMPACT: None.

APPROVALS:

Kyle Potthoff, Public Works Director — March 31, 2026

Nate Schneider, City Manager — March 31, 2026

ORDINANCE NO. 2026-3115

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 38: FEE SCHEDULE, APPENDIX O: SWIMMING POOL ADMISSION FEES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2025-3098 AND ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

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

SECTION 1. That Chapter 38, FEE SCHEDULE, APPENDIX O: SWIMMING POOL ADMISSION FEES, of the City of McCook, Nebraska, Code of Ordinances is hereby amended to read as follows:

APPENDIX O: SWIMMING ADMISSION FEES

PERMIT	FEE
Daily Admissions	
Age 0 - 4	FREE
Age 5 - 17	$ 4.00
Age 18 - 59	$ 6.00
Age 60+	$ 5.00
Family Day Pass	$ 15.00
Season Passes	
Individual	$ 70.00
Family 3 or 4 people	$ 150.00
Family 5 or more	$ 200.00
Senior Citizen 60+	$ 40.00

SECTION 2. Ordinance No. 2025-3098 and any and all ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in pamphlet form as required by law.

PASSED AND APPROVED 6th day of April, 2026.

_____

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

ATTEST:

_____

Lea Ann Doak, City Clerk-Treasurer

Publish:

CITY MANAGER'S REPORT
APRIL 6, 2026 CITY COUNCIL MEETING

ITEM: **4.E.**

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 - McCook Professional Firefighters Association Local 2100.

BACKGROUND:

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

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

FISCAL IMPACT: N/A

APPROVALS:

Lea Ann Doak

Lea Ann Doak, City Clerk

April 1, 2026

CITY MANAGER'S REPORT
APRIL 6, 2026 MCCOOK CITY COUNCIL MEETING

ITEM NO. **4.F.** Adopt Resolution No. 2026-9 and Resolution No. 2026-10, amending the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2025 to September 30, 2028, to reflect the approval of Resolution No. 2022-16 and Resolution No. 2022-17 by the City Council on November 7, 2022 and authorize the Mayor to sign said amended agreement.

BACKGROUND:

On November 7, 2022, the McCook City Council approved Resolution No. 2022-16 and Resolution No. 2022-17 which served to amend the October 1, 2020 - September 30, 2025 Collective Bargaining Agreement between the City of McCook and McCook Professional Firefighters Association Local 2100. The resolutions amended the Attachment "A" Pay Grid, including Firefighters with no Emergency Medical Technician certification and Article VII; Probationary Period, to provide the probationary requirements for Firefighters with no Emergency Medical Technician certifications. In 2025, when the current Collective Bargaining Agreements were approved by both parties, the language mandated by Resolution No. 2022-16 and Resolution No. 2022-17 was inadvertently omitted from the bargained-for contracts. The proposed resolutions serve to add the language as intended.

The Collective Bargaining Units have reviewed the amendments and agree with the action. This item is a housekeeping matter.

APPROVALS:

Lea Ann Doak — April 1, 2026
Lea Ann Doak, City Clerk

April 1, 2026
Nate Schneider, City Manager

CITY MANAGER'S REPORT
NOVEMBER 7, 2022, CITY COUNCIL MEETING

ITEM # 4.B.

RECOMMENDATION:

Adopt Resolution No. 2022-16 and Resolution No. 2022-17 amending the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2020 to September 30, 2025, and authorize the Mayor to sign said agreement.

BACKGROUND:

The City of McCook Fire Department has one current vacancy and will have a second vacancy at the end of the year. Efforts to advertise and recruit potential candidates at the Firefighter/Paramedic and Firefighter/EMT level to apply, test, and become eligible for hire have yielded no results under the current positions as outlined in the contract between the City of McCook and the MPFFA Local 2100.

The McCook Professional Firefighters Union, Local #2100 has agreed to amend the contract with the City to add a Firefighter position with the understanding that the person(s) hired must obtain state licensure/certification at the EMT level per the conditions of the amendment.

A provision has been agreed to with the MPFFA #2100 to place the Firefighter position in the pay scale at a rate that is 12.5% less than that of a Firefighter/EMT. Once the Firefighter achieves EMT certification/licensure, they will move up to the Firefighter/EMT position and pay scale that has already been approved in previous contracts.

IMPACT: None

Marc A. Hardham, Fire Chief

2 NOV 2022
Date

Nate Schneider, City Manager

11-2-22
Date

City of McCook, Nebraska

and

McCook Professional Firefighters Association Local 2100
Firefighters

Second Addendum to the
Collective Bargaining Agreement
Effective November 7, 2022
For the Original Contract Period of
October 1, 2020 – September 30, 2025

Whereas, the City of McCook, Nebraska and McCook Professional Firefighters Association Local 2100 – Firefighters, agree to open the Collective Bargaining Agreement for the contract period of October 1, 2020 to September 30, 2025, for the limited purpose of amending the Attachment "A" Pay Grid, to include Firefighters with no Emergency Medical Technician certification and Article VII; Probationary Period, to provide the probationary requirements for Firefighters with no Emergency Medical Technician certification.

Therefore, the parties agree to amend the Collective Bargaining Agreement as follows:

PROVISION #1:

ATTACHMENT "A" PAY GRID

~~The pay grids above are for firefighters/paramedics. New employees hired as firefighters/EMT-I will receive 7.5% less than the salaries shown on this pay grid. New employees hired as firefighters/EMT-B will receive 12.5% less than the salaries shown on this pay grid.~~

When an employee advances his/her EMT certification to a higher level, their salary level will increase according to the pay grid of this new EMT certification.

New employees hired by the City as Firefighters that are not licensed EMTs at the time of hire will be required to complete a formal EMT course and attain certification and licensure as an Emergency Medical Technician in accordance with Nebraska statutory requirements. The Firefighter shall be on probation from the date of hire until six (6) months after obtaining certification and licensure as an EMT; at the end of which time, if still employed, they shall be either discharged without recourse or placed on the seniority listing. If the Firefighter does not obtain certification and licensure within twenty-four (24) months the Firefighter shall be discharged from their employment unless, at the discretion of the Fire Chief, extenuating circumstances exist warranting an extension of the probationary period. If an extension beyond twenty-four (24) months is granted, the Firefighter shall receive an additional six (6) months to complete the certification, and the Firefighter shall remain on probation for six (6) months after obtaining certification and licensure as an EMT.

If the firefighter attains EMT certification and licensure within the first twenty-four (24) months of employment the probationary period will extend for six (6) months, said six (6) month extension commencing upon EMT certification and licensure. At the completion of six (6) month probationary period, if still employed, they shall be either discharged without recourse or placed on the seniority listing.

Agreed to and approved the 7th day of November, 2022.

CITY OF MCCOOK, NEBRASKA

Michael D. Gonzales, Mayor

MCCOOK PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 2100 FIREFIGHTERS COLLECTIVE BARGAINING UNIT

Shane Smith, Vice President

RESOLUTION NO. 2026-09

WHEREAS, the City of McCook, Nebraska recognizes the McCook professional Firefighters Association Local 2100 as the exclusive collective bargaining agent for Lieutenants employed by the City of McCook Fire Department excluding the position of Fire Chief, Full-time Firefighters of all EMT levels, and Administrative Assistant.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of McCook, Nebraska:

SECTION 1. That the Mayor and Council hereby ratifies the execution of the Lieutenants Collective Bargaining Agreement with the McCook Professional Firefighters Association Local 2100 for the period of October 1, 2025 - September 30, 2028, as amended.

SECTION 2. That said agreement referred to hereinabove is inserted in full and attached herewith, and made a part hereof.

PASSED AND APPROVED this 6th day of April, 2026.

_____
Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

_____
Lea Ann Doak, City Clerk-Treasurer

CITY OF MCCOOK, NEBRASKA

AND

MCCOOK PROFESSIONAL FIREFIGHTERS
ASSOCIATION LOCAL 2100

LIEUTENANTS
COLLECTIVE BARGAINING AGREEMENT

OCTOBER 1, 2025 - SEPTEMBER 30, 2028

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AGREEMENT

This contract made and entered into this 29th day of September, 2025 at McCook, Nebraska, by and between the City of McCook, Nebraska (hereinafter referred to as the City) and the McCook Professional Firefighters Association Local 2100 (hereinafter referred to as the Collective Bargaining Unit), is for the purpose of setting forth the agreement between the parties concerning wages, hours and working conditions for employees of the City described below, establishing a mutually agreeable means of resolving grievances without work stoppages and lock-outs, and achieving the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE I.

UNION RECOGNITION

Section 1. Bargaining Unit. The City recognizes the Collective Bargaining Unit as the exclusive collective bargaining agent for Lieutenants employed by the City of McCook Fire Department excluding the position of Fire Chief, Full-time Firefighters of all EMT levels, and Administrative Assistant.

ARTICLE II.

MANAGEMENT RIGHTS

Section 1. Recognition of Management Rights. All management rights, inherent management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the City and remain exclusively within the rights of the City. Unless specifically stated otherwise in this Contract, the rules and regulations contained in the City of McCook, Nebraska Employee Handbook will be applicable to all employees in this bargaining unit.

Section 2. Listing of Management Rights. The City reserves the right to operate and manage its operations and to direct the work force of the McCook Fire Department including,

but not limited to: the right to plan, direct, control, reorganize, reduce and terminate operations; to determine the nature of services to be supplied and to determine the extent to which such services will be provided; or the scheduling of service and the methods, processes and means of service; the right to hire, select, assign, transfer, promote, demote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; the right to establish drug, alcohol and controlled substance testing; the right to subcontract; the right to relieve employees from duty because of lack of work or other legitimate reasons; and the right to introduce any new or improved methods or facilities; and the right to select any and all equipment and materials to be utilized in the operation of the McCook Fire Department.

Section 3. Recognition of Management Rights. The Collective Bargaining Unit recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of law, upon the City's right to manage and supervise its operations. All management rights not curtailed or surrendered by this Agreement are reserved to the City and the City has the right to take any steps necessary to maintain efficient operations subject only to the express provisions of this Agreement.

ARTICLE III.

WORK STOPPAGES

Section 1. Prohibition of Work Stoppages. The protection of the public health, safety and welfare demands that neither the union nor any individual City employee in the bargaining unit, or any person acting in concert with them will cause, sanction or take part in any lockouts, strikes, slow downs, work stoppages, abnormal absenteeism, withholding of services or any other interference with the normal work routine of the City, including sympathy strikes or boycotts, for any reason whatsoever during the period of this Agreement. No picket lines of any type may be observed during the term of this Agreement.

Section 2. Collective Bargaining Unit Obligations. The Collective Bargaining Unit, its officers, agents and members agree that they will not authorize, ratify, permit, aid, assist, or

participate in any strike, slow down, work stoppage or interference with operations, including sympathy strikes or boycotts, for any reason whatsoever. If any unauthorized strike, slow down, work stoppage or interference with production, including a sympathy strike or boycott, occurs or is threatened, the Collective Bargaining Unit agrees to use every means at its disposal to disavow, prevent and terminate such unauthorized action and to maintain full operations.

ARTICLE IV.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition of Grievance. A grievance is jointly defined as any disagreement concerning the interpretation or application of the specific and express provisions of this Agreement relating to wages, fringe benefits or working conditions.

Section 2. Grievance Form. In reducing a grievance to writing, the following information must be stated with reasonable clearness: the nature of the grievance, the act or acts of commission or omission, the date of the act or acts, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the provisions of this contract which are alleged to have been violated, and the remedy sought. Failure to substantially comply with this Section shall result in the dismissal of the grievance.

Section 3. Employee Grievances. A grievance initiated by a bargaining unit member or by the Collective Bargaining Unit on behalf of a bargaining unit member shall be handled in the following manner:

(a) Step 1. A grievance initiated by a bargaining unit member or by the Union on behalf of a bargaining unit member, shall first be discussed between the employee or the employee and the union steward (at the employee's request) and the immediate supervisor of the employee or employees in question in an attempt to settle the grievance. A grievance not settled pursuant to such discussion which the bargaining unit member wishes to pursue shall be placed into writing in accordance with Section 3 of this Article. The grievance must be initiated promptly, and at least within ten (10) working days after the occurrence of the event upon which the grievance is based. The immediate supervisor shall then have ten (10) working days to respond to the grievance and to give an answer to the bargaining unit member.

(b) Step 2. A grievance not settled in Step 1 and which the bargaining unit member and the union wish to pursue further shall be initiated promptly and at least within ten (10) working days after receipt of the answer provided for in Step 1 above.

A written response to employee's appeal will be required by the department head within ten (10) working days. If the matter is not resolved within the department, the employee may submit a written appeal to the City Manager within ten (10) working days following the department head's response.

(c) Step 3. After reviewing the situation, the City Manager will respond to the employee within ten (10) working days following receipt of the appeal. The City Manager may support the department head's decision or reverse the decision. The decision of the City Manager is final.

(d) Step 4. Within ten (10) working days of receipt of the decision in Step 3, the grievant may appeal said decision through voluntary binding arbitration.

Section 4. Employer Grievances. A grievance may be initiated and prosecuted by the City through its Fire Chief or City Manager by the filing of such grievance in writing in accordance with the terms of Section 2 of this Article with the local union representative. Within ten (10) calendar days after the date of filing of such a grievance the Union and the City or their designated representatives shall arrange for a meeting in order to discuss the grievance. The Union will provide the City with an answer to the grievance within ten (10) calendar days after the conclusion of such meeting. Notice of the City grievance may be given by mail, and in such event, the date of postmark shall be considered the date of filing.

Section 5. Time Limits. The time limits provided for in this Article shall be strictly construed, and the failure of the grieving party to meet the time limits provided for shall result in the dismissal of the grievance. Failure of the responding party to meet the time limits provided for in this Article shall allow the grieving party the right to amend the grievance setting forth the additional facts of the failure of the responding party to meet the time limits provided for in this Article and to request additional relief due to such failure. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written mutual agreement of the parties or their designated representatives.

Section 6. Time Computation. In computing any period of time prescribed in this Article, the date of the acts, event or default from which the designated period of time begins

to run shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday, or legal federal or state or contractual holiday, in which event the period extends until the end of the next day which is not a Saturday, Sunday, or legal federal or state or contractual holiday.

Section 7. Selection of Arbitrator. In the event the grievance procedure does not result in the resolution of a grievance, either party may provide notice of intent to proceed to arbitration by filing such a notice in writing with the other party within ten (10) calendar days after receipt of the final answer provided for in the grievance procedure. Upon receipt of such notice the parties shall promptly meet and attempt to select an arbitrator by mutual agreement. If the parties are unable to select an arbitrator by mutual agreement, the parties shall jointly request a list of names from the Federal Mediation and Conciliation Service. Following receipt of such a list, the party requesting arbitration shall strike a name from the list followed by the other party striking a name from the list. The parties shall thereafter alternately strike names from the list until only one name is remaining. The remaining individual on the list shall serve as the arbitrator.

Section 8. Power of Arbitrator. Based upon the written grievance filed pursuant to the grievance procedure and the evidence presented at the arbitration hearing, the arbitrator shall herein decide the grievance in question. The arbitrator may interpret the agreement and apply it to the particular case presented to him, but the arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this agreement or any agreements made supplementary hereto. The arbitrator shall have no authority to compel pre-hearing discovery.

Section 9. Arbitration Decision. The ruling and decision of the arbitrator shall be in writing and shall be final and binding on all parties provided that the arbitrator shall comply with limitations set forth in this Article, and shall limit the decision to the evidence supplied by the parties at the hearing and relevant case law precedent.

Section 10. Arbitration Expenses. All fees and expenses of the arbitrator and court reporter shall be borne equally by the parties.

Section 11. Excluded Matters. No grievance alleging discrimination under Section 1 of the Nondiscrimination Article of this Agreement shall be appealed to arbitration, unless the grievant shall execute a knowing, intelligent, and voluntary waiver of his or her right to file charges within any federal, state, or local agency, or in any federal, state or local court with respect to said grievance. If the grievant does not choose to execute such a waiver, the grievance shall be ineligible to proceed to arbitration, and the last decision given under the grievance procedure shall be final. If the grievance alleges discrimination under Section 1 of the Nondiscrimination Article of this Agreement, the 10 working-day period to appeal to arbitration set forth in Section 3(d) of this Article shall be extended to 30 working days.

ARTICLE V.

NONDISCRIMINATION

Section 1. Prohibition of Discrimination. All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, religion, color, creed, protected age, disability, veteran status, national origin, political affiliation, Union or non-Union membership.

Section 2. Gender References. All references to employees in this Agreement designate both sexes, and whenever the male or female gender is used, such term shall be construed to include both male and female employees.

Section 3. Collective Bargaining Unit Membership. The City and the Collective Bargaining Unit agree not to intimidate, coerce, or in any manner interfere with the rights of bargaining unit employees to form, join or assist the Collective Bargaining Unit or to refrain from any such activities, including the right to withdraw, revoke or cancel Union membership at any time.

Section 4. A.D.A. Compliance. In order to allow the City to deal directly with disabled employees and to maintain confidentiality as required by the Americans with Disabilities Act, the Collective Bargaining Unit hereby waives its right to object to the City's good faith efforts to comply with the Americans with Disabilities Act with respect to employees in the bargaining unit. This waiver shall include, but is not limited to, the City's direct dealing with employees in the bargaining unit with respect to accommodations, and the obligation of the City to maintain confidentiality with respect to medical conditions or medical histories of employees in the bargaining unit.

ARTICLE VI.

HOURS OF WORK

Section 1. Schedule. The hours of work will be established by management and notice will be given to employees.

Section 2. Compensatory Time. Bargaining unit employees may receive compensatory time off in lieu of overtime compensation. All compensatory time shall be calculated in accordance with the terms of the Fair Labor Standards Act and payment shall be made in accordance with the Fair Labor Standards Act and regulations issued pursuant to that statute. Bargaining unit employees may not accrue more that 168 hours of compensatory time. Compensatory time must be approved and may be assigned by the fire chief. Employees who are unable to utilize compensatory time hours due to scheduling and manpower requirements shall receive payment for overtime compensation after reaching such limit.

Section 3. Overtime. Bargaining unit employees shall receive overtime compensation at the rate of not less than one and one-half times their regular rate of pay for all hours worked and approved by the fire chief in excess of 159 hours in a 21-day work period. Bargaining unit employees on a 40 hour per week schedule shall receive overtime compensation at the rate of not less than one and one-half times their regular rate of pay for all hours worked and approved by the fire chief in excess of 40 hours.

ARTICLE VII.

PROBATIONARY PERIOD

New employees hired by the City as Firefighters/EMT, Firefighters/AEMT, and Firefighters/Paramedics shall be considered on probation for the first six (6) months of their employment insofar as seniority and discharge are concerned, at the end of which time, if still employed, they shall be either discharged without recourse or placed on the seniority listing. If the Firefighter does not obtain certification and licensure within twenty-four (24) months, the Firefighter shall be discharged from their employment unless, at the discretion of the Fire Chief, extenuating circumstances exist warranting an extension of the probationary period. If an extension beyond twenty-four (24) months is granted, the Firefighter shall receive an additional six (6) months to complete the certification, and the Firefighter shall remain on probation for six (6) months after obtaining certification and licensure as an EMT.

If the firefighter attains EMT certification and licensure within the first twenty-four (24) months of employment, the probationary period will extend for six (6) months, said six (6) month extension commencing upon EMT certification and licensure. At the completion of six (6) month probationary period, if still employed, they shall be either discharged without recourse or placed on the seniority listing.

ARTICLE VIII.

WAGES

Section 1. Pay Grid. The pay grid to be utilized during the term of this Agreement is attached hereto and made a part hereof as Attachment A.

Section 2. Call Back Pay. Bargaining unit employees that are scheduled to be on callback shall receive a minimum of two (2) hours call back pay plus the time they are called in to work.

Section 3. Longevity. All bargaining agreement employees shall receive longevity pay at the rate of 1% of base pay (as reflected on Attachment A) for each five (5) years of

continuous service. The years of service shall be figured from the date of permanent full-time status.

Section 4. Performance Evaluation. Performance evaluations shall be completed on an annual basis. The date of this evaluation is determined by the most recent of the employee's initial hire date or job classification change date. When a performance evaluation is accompanied by a recommendation for a merit salary adjustment, that performance evaluation shall be completed, signed, and submitted to the Payroll Office at City Hall at least five (5) working days prior to the effective date of the recommended salary increase.

ARTICLE IX.

WORK RULES

The City may adopt rules and regulations for the operation of the Department and the conduct of its employees; provided any such rules and regulations shall not conflict with any provisions of this Agreement or the laws of the State of Nebraska or the United States of America.

ARTICLE X.

DISCIPLINE AND DISCHARGE

Section 1. Civil Service Act. Employees in the bargaining unit covered by this Agreement shall be employed only during good behavior.

Section 2. Termination. Employees in the bargaining unit may be removed or discharged, suspended with or without pay, demoted, reduced in rank, or deprived of vacation, benefits, compensation or other privileges (except pension benefits) for any of the following reasons:

(a) Incompetency, inefficiency, or inattention to or dereliction of duty;

(b) Dishonesty, prejudicial conduct, immoral conduct, insubordination, discourteous treatment of the public or a fellow employee, any act of omission or commission tending to injure the public service, any willful failure on the part of the employee to properly conduct himself or herself, or any willful violation of the Civil Service Act or the rules and regulations adopted pursuant to such act;

(c) Mental or physical unfitness for the position which the employee holds;

(d) Drunkenness or the use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation to such an extent that the use interferes with the efficiency or mental or physical fitness of the employee or precludes the employee from properly performing the functions and duties of his or her position;

(e) Conviction of a felony or misdemeanor tending to injure the employee's ability to effectively perform the duties of his or her position; or

(f) Any other act or failure to act which, in the judgment of the civil service commissioners, is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.

ARTICLE XI.

LAYOFF

Section 1. Notice. In the event of a layoff, the City will give the employee being laid off two (2) week's notice or two (2) week's salary.

Section 2. Procedure. Layoffs shall be in accordance with the City's reduction-in-force policy which shall consider factors including, but not limited to:

(a) The multiple job skills recently or currently being performed by the employee.

(b) The knowledge, skills, and abilities of the employee.

(c) The performance appraisal of the employee including any recent or pending disciplinary actions involving the employee.

(d) The employment policies and staffing needs of the department together with contract, ordinances, and statutes related thereto.

(e) Required federal, state, or local certifications or licenses.

(f) Seniority.

ARTICLE XII.

UNPAID LEAVES OF ABSENCE

Section 1. Military Leave of Absence. A military leave of absence shall be granted in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 2. Family Leave. The parties agree to comply with the Family and Medical Leave Act of 1993, and agree further that any employee utilizing benefits under such statute shall be required to substitute paid leave for any leave taken under such Act, until such paid leave is exhausted.

ARTICLE XIII.

HOLIDAYS

Section 1. Eligibility. All employees in the bargaining unit shall be entitled to holiday pay benefits after successfully completing their probationary period.

Section 2. Designated Holidays. The following days are designated holidays for employees in the bargaining unit:

(a) January 1 - New Years Day

(b) Last Monday in May - Memorial Day

(c) July 4 - Independence Day

(d) First Monday in September - Labor Day

(e) Fourth Thursday in November - Thanksgiving Day

(f) Fourth Friday in November - Day after Thanksgiving Day

(g) December 25 - Christmas Day

(h) December 24- 1/2 Christmas Eve

(I) Three floating holidays to be requested by employee in advance and approved by management in advance. One (1) floating holiday must be used by July 1 or it will be forfeited. Two (2) Floating holidays must be used by December 31 or they will be forfeited. Floating holidays cannot be stacked together on the same day.

Section 3. Holiday Pay. Employees working the holiday will receive eighteen (18) hours of straight time pay for the holiday; employees not working the holiday will received twelve (12) hours of straight time pay for the holiday; and, employees on a 40-hour work week schedule will receive eight (8) hours of straight time pay for the holiday. Employees on callback during a designated holiday will also receive 18 hours of straight time pay in addition to those working

the holiday. Such pay will not be counted as hours worked for the purpose of calculating overtime.

Section 4. Separation. Employees separated from employment will receive pay for the floating holiday in addition to any other holidays occurring prior to the date of separation which have not been paid.

ARTICLE XIV.

VACATION

Section 1. Eligibility. All bargaining unit employees are eligible for vacation benefits after completing one full year of employment. After becoming eligible the employee will be credited with accrued vacation leave in an amount equal to that which would have been accrued if the accrual had commenced as of the initial date of employment.

Section 2. Benefit. Eligible bargaining unit employees will accrue vacation benefits each bi-weekly pay period at the following rates:

	40 HOUR WORK WEEK	**159 HOUR WORK PERIOD**
Commencement date thru 4th year	3.08 (127.67 MAX)	4.31 (177.30 MAX)
From start of 5th year	3.69 (152.00 MAX)	5.17 (213.20 MAX)
From start of 8th year	4.62 (190.00 MAX)	6.46 (266.00 MAX)
From start of 13th year	5.23 (215.33 MAX)	7.32 (300.86 MAX)
From start of 18th year	6.15 (253.27 MAX)	8.61 (354.54 MAX)

Section 3. Usage. Eligible employees must request vacation scheduling in advance in writing. All vacation requests must be approved in advance by management.

Section 4. Accumulation. The maximum number of vacation hours which may be accumulated by an eligible employee is one and one half times the number of vacation hours

earned in a year. Vacation hours accumulated over this number must be taken within one month of reaching the maximum accumulation level or such additional vacation hours will be forfeited. Any vacation that the employee wishes to take must be requested, in advance, by completing a vacation request form and having the request approved by the fire chief. Employees who are unable to utilize vacation hours accumulated over the maximum accumulation level within such month due to scheduling and manpower requirements will be paid for their unused vacation hours over the maximum level.

Section 5. Separation. Employees separating from employment will be paid 100% of all accrued but unused vacation pay.

ARTICLE XV.

SICK LEAVE

Section 1. Eligibility. A bargaining unit employee is eligible for sick leave after having completed their probationary period.

Section 2. Qualifications. Sick leave shall be granted to employees in the bargaining unit for any of the following reasons:

(a) Personal illness or physical incapacity resulting from causes beyond the control of the employee.

(b) A quarantine of the employee in accordance with community health regulations.

(c) An appointment with a doctor or dentist.

(d) An illness or condition of an immediate family member which requires the employee's presence. Immediate family is defined as the employee's spouse, parents, children or any other individual actually living in the employee's household.

Section 3. Benefit. Sick leave shall accrue for bargaining unit employees from their initial date of employment at the following bi-weekly rates:

40 HOUR WORK WEEK:	Bi-weekly accrual - 3.60 hours (Maximum accrual - 800 hours)
159 HOUR WORK PERIOD:	Bi-weekly accrual - 11.08 hours (Maximum accrual - 2,400 hours)

Section 4. Maximum Accumulation. Bargaining unit employees working a 159 hour work period may accumulate up to 2,400 hours of sick leave; bargaining unit employees working a 40 hour work week may accumulate up to 800 hours of sick leave. Any sick leave accrued beyond that maximum level shall be forfeited.

Section 5. Notification. An employee on sick leave shall report to the Fire Chief at least 30 minutes before the beginning of the work shift when he or she will be absent. The employee shall keep the Fire Chief informed of his or her condition.

Section 6. Release. The City may require a written release and authorization to return to work from a physician any time a person has been under a physician's care for sick leave.

Section 7. Verification. The City reserves the right to require verification for any sick leave usage.

Section 8. Separation. Employees voluntarily separating employment in good standing will be paid 25% of any accrued but unused sick leave.

ARTICLE XVI.

BULLETIN BOARDS

Section 1. Designation. The City shall designate a bulletin board which may be utilized by the Union for the posting of Union materials.

Section 2. Materials. Materials posted shall concern elections, meetings, reports and other official Union business or notices of social and recreational activities, but no materials will be posted of a political nature; nor shall any materials derogatory to the City or other employees be posted. All material posted on the bulletin board shall either be on Union stationery or otherwise authenticated and shall be authorized on its face by an officer of the Union.

ARTICLE XVII.

HEALTH INSURANCE

Section 1. Plan. The City agrees to provide health, dental and life insurance benefits to employees in the bargaining unit pursuant to the City of McCook Employee Medical and Dental Benefit Plan. The City of McCook Employee Medical Wellness Benefit includes an annual respiratory examination for Firefighters/Lieutenants.

Section 2. Modifications. The City reserves its right to modify plan benefits, insurance carriers, third party administrators, and otherwise make changes and modifications in the health, dental and life insurance benefits provided to employees in the bargaining unit during the life of this contract. (For example, in regard to modifications, there was discussion and clarification with union representatives in achieving this collective bargaining agreement of Morbid Obesity and the extension of the Children Wellness Benefit.)

Section 3. Premium Payments. The employee agrees to pay $80.00 per two-week period for family premium and $20.00 per two-week pay period for single premium, from October 1, 2025 through September 30, 2028. The employee agrees to pay health insurance premiums at the following rates from October 1, 2025 through September 30, 2028:

$20 per pay period for a single member

$47 per pay period for employee and spouse

$40 per pay period for employee and children

$80 per pay period for employee and family.

Section 4. Maintain Level of Benefits. The City agrees that the above insurance benefits shall be maintained, at not less than the highest standards in effect at the time of this agreement. In the event that it becomes necessary to change carriers the City and Collective Bargaining Unit agree to meet to ensure that the level of benefits does not subtract in value from what is currently in effect.

ARTICLE XVIII.

RETIREMENT

Section 1. Benefit. The City agrees to provide retirement benefits for employees in the bargaining unit pursuant to the Firefighters Retirement System Fund provided for by state law.

Section 2. Removed September 2025.

ARTICLE XIX.

UNIFORMS

Section 1. Benefit. The City will provide each employee required to wear a uniform with such a uniform. No uniform or part of uniform may be worn while off-duty. Such uniform shall remain the property of the City and must be returned to the City upon termination of employment. For collective bargaining union members, the City shall provide an additional $750.00 per contract year for City job related clothing or equipment, to each collective bargaining unit member at the beginning of the contract year. The Fire Chief will manage, maintain records and approve of how each collective bargaining unit member spends their allowance. If a collective bargaining unit member separates employment with the City or at the commencement of a Civil Service Action, that member will be ineligible for the allowance effective upon notice. Approval of purchases shall be made by the Fire Chief, after discussions with the collective bargaining union members.

Section 2. Employee Obligation. The employee shall maintain the uniform in good condition and shall also wear the prescribed uniform during all hours of employment. The employee shall maintain a neat appearance at all times. Upon separation from employment, each employee shall be obligated to return all uniforms and equipment provided by the City. Failure by the employee to return such uniforms or equipment shall allow the City to reduce wages accordingly as provided by law.

ARTICLE XX.

EMERGENCY LEAVE

Section 1. Eligibility. All bargaining unit employees shall be eligible for emergency leave after completing their probationary period.

Section 2. Benefit. Emergency leave not to exceed twenty four (24) consecutive working hours will be granted by the City in the event of a death of a member of the immediate family. Such emergency leave will be with pay. Immediate family for emergency leave purposes is defined as a spouse, children, parents, brothers, sisters or grandparents and the same relatives of the spouse of the employee. Emergency leave shall be taken within one (1) week of the date of the death or at other times with the approval of the Fire Chief or City Manager.

ARTICLE XXI.

JURY DUTY

Section 1. Benefit. Any employee who is summoned to serve on jury duty shall not be subject to discharge of employment, loss of pay, loss of sick leave, loss of vacation time or any other form of penalty as a result of his or her absence from employment due to such jury duty upon giving reasonable notice to the City of such summons.

Section 2. Compensation. Employees on jury duty shall report to the City the full amount of any compensation, other than expenses, paid to the employee for jury duty, which amount shall be deducted from the regular pay of the employee.

Section 3. Compensation Qualification. In order to qualify for any payment by the City, employees must work at their assigned jobs on any scheduled work day or days during the jury leave period referred to in Section 1, that they are not required to report for jury duty.

ARTICLE XXII.

SAFETY COMMITTEE

One member of the McCook Professional Firefighters Association Local 2100 will

represent both the Lieutenants' and Firefighters' Collective Bargaining Units as a representative on the McCook Safety Committee. The length of service on this committee is outlined under the guidelines of the City of McCook Safety Committee. It shall be the responsibility of the bargaining unit to elect a member to serve on the Safety Committee.

ARTICLE XXIII.

UNION DUES CHECKOFF

Section 1. Deduction. The City agrees to deduct regular monthly Union dues from the pay of each bargaining unit employee covered by this Agreement. This Agreement is contingent upon a current written dues checkoff agreement executed by any such employee being in the possession of the City.

Section 2. Revocation. The parties agree that any bargaining unit employee may revoke any written dues checkoff obligation at any time at the option of the employee.

Section 3. Indemnification. The Collective Bargaining Unit agrees to indemnify the City and to hold the City harmless from any and all liability, including the payment of back wages, for any and all claims, demands or suits which may arise out of the checkoff of the City of Union dues.

ARTICLE XXIV.

SCOPE OF AGREEMENT

Section 1. Complete Agreement. The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

Section 2. Interpretation. This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any

dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

Section 3. C.I.R. Waiver. As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2025 through September 30, 2028. This waiver also applies to any negotiations leading to the current contract covering the period of October 1, 2025 through September 30, 2028. This waiver does not apply to negotiations covering any other period of time including negotiations for a replacement contract commencing October 1, 2025.

Section 4. Negotiations. The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE XXV.

DURATION

Section 1. Contract Term. This Agreement shall be in full force and effect from October 1, 2025 through September 30, 2028 only.

Section 2. Noncontinuation. No portion of this Agreement shall extend beyond the date of expiration of this Agreement unless by mutual written agreement of the parties.

Section 3. Negotiations. The parties agree to commence negotiations for a replacement contract no later than March 1, 2028.

ARTICLE XXVI.

OUTSIDE EMPLOYMENT

Fire Department employees may take part-time employment, in addition to City job, if there is no conflict with assigned working hours, the work efficiency of the employee is not reduced, and there is no conflict with the interests of the City. Employees must obtain prior approval from the Fire Chief before any outside employment is undertaken by the employee. Whenever extra duty is necessary by the City, such extra duty shall take precedence over outside employment. The Fire Chief may cancel approval of outside employment at any time.

ARTICLE XXVII.

PHYSICALS AND AGILITY TESTING

To insure wellness as well as determine long term fitness for duty, the City and Collective Bargaining Unit have worked together to develop standards for a yearly physical screening and a agility testing program. A copy of the Annual Medical Examination Policy is attached to this agreement and marked and made a part here of as Attachment "B". The City and Collective Bargaining Unit agree the annual medical examination will be performed by one selected provider from the McCook Community Hospital to assure uniformity. The City shall be responsible for the cost of each members annual medical examination. The Community Hospital shall bill the City directly for these costs, separate from each members insurance.

ARTICLE XXVIII.

RETURN-TO-WORK PROGRAM

The City of McCook supports the practice of bringing injured employees back to work, as soon as they are medically able, to a position in their department compatible with any physical restrictions they may have. We believe this practice serves the best interests of our employees and organization.

The prompt return of injured employees to their departmental positions within their medical restrictions will minimize the impact of work-related injuries. Coming back to work

early helps employees remain functional as they recover while providing our organization with the valuable use of employees' talents. It also helps control workers' compensation costs.

Current positions may be modified to fit the medical limitations of injured employees by modifying workstations, altering specific tasks or working reduced hours. If this is not possible, temporary transitional jobs may be made available with your department. An example of a transitional job or task would include light desk duty.

This return-to-work program is an important part of our organization's commitment to manage work-related injuries in a way that's best for our employees and for this organization.

ARTICLE XXIX.

VEBA MUTUAL ASSOCIATION

The Collective Bargaining Unit have voted unanimously in 2020 to stop funding a VEBA account created by the City and Collective Bargaining Unit in 2015. The VEBA account was funded by member's sick leave at time of retirement or separation. No new sick leave contributions shall be made by the members to the VEBA account.

IN WITNESS WHEREOF, the parties have set their hands this 29th day of September ,2025.

CITY OF MCCOOK, NEBRASKA	LIEUTENANTS COLLECTIVE BARGAINING UNIT MCCOOK PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 2100
By: _____	By: _____
Linda Taylor, Mayor	Rick Metcalf, President

CITY OF MCCOOK, NEBRASKA
AND
MCCOOK PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 2100
COLLECTIVE BARGAINING AGREEMENT

OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2028
ATTACHMENT "A"
PAY GRID

159 hour work period employees in the bargaining unit shall be paid pursuant to the following pay plan:

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/01/25 - 09/30/26	20.624	21.291	21.959	22.625	23.292	23.959	24.627	25.294	25.961	26.628	27.296
10/01/26 - 09/30/27	**	**	**	**	**	**	**	**	**	**	**
10/01/27 - 09/30/28	**	**	**	**	**	**	**	**	**	**	**
-	**	**	**	**	**	**	**	**	**	**	**
-	**	**	**	**	**	**	**	**	**	**	**

40 hour work week employees in the bargaining until shall be paid pursuant to the following pay plan:

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/01/25 - 09/30/26	26.062	27.152	27.922	28.910	29.947	30.965	32.057	33.171	34.327	35.528	36.770
10/01/26 - 09/30/27	**	**	**	**	**	**	**	**	**	**	**
10/01/27 - 09/30/28	**	**	**	**	**	**	**	**	**	**	**
-	**	**	**	**	**	**	**	**	**	**	**
-	**	**	**	**	**	**	**	**	**	**	**

** See Section 4 - Cost of Living Salary Adjustment

The pay grid above is for firefighters/paramedics. Firefighter/paramedic Lieutenants will receive 15% more than the salaries shown on this grid. New employees hired as firefighters/EMT will receive 7.5% less than the salaries shown on this pay grid. New employees hired as firefighters/EMT will receive 12.5% less than the salaries shown on this pay grid. New employees hired as firefighters will receive 12.5% less than the salaries shown on this pay grid for Firefighter/EMT.

When an employee advances his/her EMT certification to a higher level, their salary level will increase according to the pay grid of this new EMT certification.

Section 1. Initial Placement. All new employees in the bargaining unit will be placed on a step in the salary schedule by the City Manager.

Section 2. Eligibility for Pay Grid Movement. All employees in the bargaining unit shall be eligible for movement to the next step in the salary schedule within the time intervals shown above.

All full-time employees shall be placed on a Step in the salary schedule by the City Manager and shall be eligible for movement to a subsequent Step after twelve months, and each twelve months thereafter until reaching the top step.

Section 3. Performance. Movement from Step to Step on the Pay Plan shall not be automatic and shall be based upon satisfactory performance during the eligibility period.

Section 4. Cost of Living Salary Adjustment. The annual Cost of Living Salary Adjustments for this contract period will be based upon the Consumer Price Index (CPI) - All Urban Consumers, U.S. City Average, All Items, Not Seasonally Adjusted. Specifically, the index figures used are listed in the table below:

FISCAL YEAR	CPI TWELVE MONTH PERIOD
October 1, 2025 - September 30, 2026	February 2024 - January 2025
October 1, 2026 - September 30, 2027	February 2025 - January 2026
October 1, 2027 - September 30, 2028	February 2026 - January 2027

Using the CPI as a guide, during this five year contract, the parties agree to use the February to January data as the numbers to be compared each year. The parties also agree that the data from January of the prior year in a given contract shall be divided into the current year February number to arrive at the cost of living adjustment. Effective October 1, 2025, the parties agree to maintain minimum floor for annual COLA to 2.5% for the duration of this contract. Each year, prior to September 30th, the new cost of living adjustment based upon the CPI Twelve Month Period will be calculated and the Pay Grid will be replaced with the new cost of living adjusted amounts.

ATTACHMENT "B"

Annual Medical Examination Policy

Collective Bargaining Unit members shall receive an annual medical examination. This examination will be performed by one selected provider from the McCook Community Hospital to assure uniformity.

A specific breakdown of the annual medial examination is found on appendix A. The medical examination will include:

- Medical history questionnaire
- Hands-on physical exam
- Pulmonary function test
- Vital signs
- Resting 12-lead electrocardiogram
- Cardiac stress test (per NFPA 1582 recommendations)
- Blood chemistry lab tests (incude lipid profile)
- Urinalysis
- Chest x-ray (baseline)

In the event that the physician and/or health care provider identifies a health problem or condition that requires further evaluation, but would not prevent the member from performing his/her duties safely, the member will be referred to his/her personal physician.

If the physician and/or health care provider identifies a health condition that prevents the member from performin his/her duties safely, the Fire Chief will be notified. The medical condition will be not be revealed to other members of the Department. The physician and/or health care provider will recommend to the Department that the member:

- Not work full or modified duty until evaluated by an appropriate licensed health care provider, or,
- Work modified duty until evaluated by an appropriate licensed health care provider and released for full duty.

ANNUAL PHYSICAL EXAMINATION

Uniformed Firefighter Medical Examinations

1. **COMPLETE MEDICAL HISTORY**
   a. Medical and surgical history
   b. Family history
   c. Allergy history
   d. Review of body systems
   e. Prior work/exposure history
   f. Prior history of toxic involvement
   g. Reproductive history
   h. Stress evaluation

2. **URINALYSIS**
   a. Specific gravity
   b. Albumin
   c. Sugar
   d. pH
   e. Blood
   f. Microscopic examination (if needed)

3. **VITAL SIGNS**
   a. Temperature
   b. Height and weight
   c. Blood pressure
   d. Pulse rate

4. **ELECTROCARDIOGRAM**
   a. Twelve-lead resting tracing
   b. *Treadmill exercise cardiac stress test

5. ****RADIOLOGY**
   a. Chest X-ray, PA, 14 x 17

6. **PULMONARY FUNCTION SCREENING TEST**
   a. Vital capacity
   b. One second forced expiratory volume

7. **HEMATOLOGY PROFILE**
   CBC with diff. to include, at a minimum, the following:
   a. Hemoglobin count
   b. Hematocrit
   c. Red blood count
   d. White blood count
   e. WBC differential count
   f. Platelets

8. **BLOOD CHEMISTRY PROFILE**
   a. Calcium
   b. Phosphorus
   c. Glucose
   d. Urea nitrogen
   e. Uric acid
   f. Cholesterol
   g. Total protein
   h. Albumin
   I. Total bilirubin
   j. Alkaline phsophatase
   k. LDH
   l. Triglycerides
   m. SGOT (AST)
   n. Globulin
   o. TSH
   p. SGPT (ALT)
   q. GGPT
   r. HDL
   s. CHOL/HDL ratio
   t. Sodium
   u. Potassium
   v. Chloride
   w. CRP-H's (Cardiac)
   x. Iron / Serum

9. **OTHER LAB STUDIES**

    a. PSA on all males 45 years of age and older
    b. Hepatitis B antibodies titer

10. **STOOL OCCULT BLOOD TEST (3) FOR STOMACH AND INTESTINAL TRACT BLEEDING FOR THOSE OVER AGE 40**

11. **COMPLETE PHYSICAL EXAMINATION BY PHYSICIAN, INCLUDING:**

    a. Fundoscopic examination of the retina of the eyes
    b. Rectal examination for men over 35
    c. Proctoscopic examination every 4.5 years for those over age 45 or with history of bleeding (This test is advisable, but optional)
    d. Extensive physical examination
    e. Body composition will be determined by the Health and Fitness Instructor on staff at the fire department

12. **COMPETE DISCUSSIONAL REVIEW OF EXAM RESULTS WITH EXAMINEE**
    a. Specific laboratory testing as directed by the work history and the physical examination

13. **WRITTEN DOCUMENTATION OF EXAMINATION RESULTS TO BE PLACED IN THE EMPLOYEE'S CONFIDENTIAL PERSONNEL FILE**

NOTE * Members 30 years old and under will be tested on treadmill every third year. Those 30 to 39 years old will be tested on treadmill every other year. Those 40 and older will be tested yearly. All smokers will be tested yearly.

NOTE ** Chest X-ray administered on pre-employment and every year for smokers and three years for nonsmokers.

RESOLUTION NO. 2026-10

WHEREAS, the City of McCook, Nebraska recognizes the McCook Professional Firefighters Association Local 2100 as the exclusive collect bargaining agent for all full-time Firefighters of all EMT levels employed by the City of McCook Fire Department excluding the position of Fire Chief, Lieutenant, and Administrative Assistant.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of McCook, Nebraska:

SECTION 1. That the Mayor and Council hereby ratifies the execution of the Firefighters Collective Bargaining Agreement with the McCook Professional Firefighters Association Local 2100 for the period of October 1, 2025 - September 30, 2028, as amended.

SECTION 2. That said agreement referred to hereinabove is inserted in full and attached herewith, and made a part hereof.

PASSED AND APPROVED this 6th day of April, 2026.

_____
Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

_____
Lea Ann Doak, City Clerk-Treasurer

CITY OF MCCOOK, NEBRASKA

AND

MCCOOK PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 2100

FIREFIGHTERS COLLECTIVE BARGAINING AGREEMENT

OCTOBER 1, 2025 - SEPTEMBER 30, 2028

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AGREEMENT

This contract made and entered into this 29th day of September, 2025 at McCook, Nebraska, by and between the City of McCook, Nebraska (hereinafter referred to as the City) and the McCook Professional Firefighters Association Local 2100 (hereinafter referred to as the Union), is for the purpose of setting forth the agreement between the parties concerning wages, hours and working conditions for employees of the City described below, establishing a mutually agreeable means of resolving grievances without work stoppages and lock-outs, and achieving the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE I.

UNION RECOGNITION

Section 1. Bargaining Unit. The City recognizes the Union as the exclusive collective bargaining agent for all Full-time Firefighters of all EMT levels employed by the City of McCook Fire Department excluding the position of Fire Chief, Lieutenant, and Administrative Assistant.

Section 2. Exclusion of Supervisors. For the purposes of this Agreement, the term "supervisor" means any individual having authority, in the interest of the City to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The parties agree that supervisors shall be automatically excluded from the bargaining unit if they are in a position or classification subordinate only to the Fire Chief.

ARTICLE II.

MANAGEMENT RIGHTS

Section 1. Recognition of Management Rights. All management rights, inherent management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the City and remain exclusively within the rights of the City. Unless specifically stated otherwise in this Contract, the rules and regulations contained in the City of McCook, Nebraska Employee Handbook will be applicable to all employees in this bargaining unit.

Section 2. Listing of Management Rights. The City reserves the right to operate and manage its operations and to direct the work force of the McCook Fire Department including, but not limited to: the right to plan, direct, control, reorganize, reduce and terminate operations; to determine the nature of services to be supplied and to determine the extent to which such services will be provided; or the scheduling of service and the methods, processes and means of service; the right to hire, select, assign, transfer, promote, demote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; the right to establish drug, alcohol and controlled substance testing; the right to subcontract; the right to relieve employees from duty because of lack of work or other legitimate reasons; and the right to introduce any new or improved methods or facilities; and the right to select any and all equipment and materials to be utilized in the operation of the McCook Fire Department.

Section 3. Recognition of Management Rights. The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of law, upon the City's right to manage and supervise its operations. All management rights not curtailed or surrendered by this Agreement are reserved to the City and the City has the right to take any steps necessary to maintain efficient operations subject only to the express provisions of this Agreement.

ARTICLE III.

WORK STOPPAGES

Section 1. Prohibition of Work Stoppages. The protection of the public health, safety and welfare demands that neither the union nor any individual City employee in the bargaining unit, or any person acting in concert with them will cause, sanction or take part in any lockouts, strikes, slow downs, work stoppages, abnormal absenteeism, withholding of services or any other interference with the normal work routine of the City, including sympathy strikes or boycotts, for any reason whatsoever during the period of this Agreement. No picket lines of any type may be observed during the term of this Agreement.

Section 2. Union Obligations. The Union, its officers, agents and members agree that they will not authorize, ratify, permit, aid, assist, or participate in any strike, slow down, work stoppage or interference with operations, including sympathy strikes or boycotts, for any reason whatsoever. If any unauthorized strike, slow down, work stoppage or interference with production, including a sympathy strike or boycott, occurs or is threatened, the Union agrees to use every means at its disposal to disavow, prevent and terminate such unauthorized action and to maintain full operations.

ARTICLE IV.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition of Grievance. A grievance is jointly defined as any disagreement concerning the interpretation or application of the specific and express provisions of this Agreement relating to wages, fringe benefits or working conditions.

Section 2. Grievance Form. In reducing a grievance to writing, the following information must be stated with reasonable clearness: the nature of the grievance, the act or acts of commission or omission, the date of the act or acts, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance,

the provisions of this contract which are alleged to have been violated, and the remedy sought. Failure to substantially comply with this Section shall result in the dismissal of the grievance.

Section 3. Employee Grievances. A grievance initiated by a bargaining unit member or by the Union on behalf of a bargaining unit member shall be handled in the following manner:

(a) Step 1. A grievance initiated by a bargaining unit member or by the Union on behalf of a bargaining unit member, shall first be discussed between the employee or the employee and the union steward (at the employee's request) and the immediate supervisor of the employee or employees in question in an attempt to settle the grievance. A grievance not settled pursuant to such discussion which the bargaining unit member wishes to pursue shall be placed into writing in accordance with Section 3 of this Article. The grievance must be initiated promptly, and at least within ten (10) working days after the occurrence of the event upon which the grievance is based. The immediate supervisor shall then have ten (10) working days to respond to the grievance and to give an answer to the bargaining unit member.

(b) Step 2. A grievance not settled in Step 1 and which the bargaining unit member and the union wish to pursue further shall be initiated promptly and at least within ten (10) working days after receipt of the answer provided for in Step 1 above. A written response to employee's appeal will be required by the department head within ten (10) working days. If the matter is not resolved within the department, the employee may submit a written appeal to the City Manager within ten (10) working days following the department head's response.

(c) Step 3. After reviewing the situation, the City Manager will respond to the employee within ten (10) working days following receipt of the appeal. The City Manager may support the department head's decision or reverse the decision. The decision of the City Manager is final.

(d) Step 4. Within ten (10) working days of receipt of the decision in Step 3, the grievant may appeal said decision through voluntary binding arbitration.

Section 4. Employer Grievances. A grievance may be initiated and prosecuted by the City through its Fire Chief or City Manager by the filing of such grievance in writing in accordance with the terms of Section 2 of this Article with the local union representative. Within ten (10) calendar days after the date of filing of such a grievance the Union and the City or their designated representatives shall arrange for a meeting in order to discuss the grievance. The Union will provide the City with an answer to the grievance within ten (10) calendar days after the conclusion of such meeting. Notice of the City grievance may be given by mail, and in such event, the date of postmark shall be considered the date of filing.

Section 5. Time Limits. The time limits provided for in this Article shall be strictly construed, and the failure of the grieving party to meet the time limits provided for shall result in the dismissal of the grievance. Failure of the responding party to meet the time limits provided for in this Article shall allow the grieving party the right to amend the grievance setting forth the additional facts of the failure of the responding party to meet the time limits provided for in this Article and to request additional relief due to such failure. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written mutual agreement of the parties or their designated representatives.

Section 6. Time Computation. In computing any period of time prescribed in this Article, the date of the acts, event or default from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday, or legal federal or state or contractual holiday, in which event the period extends until the end of the next day which is not a Saturday, Sunday, or legal federal or state or contractual holiday.

Section 7. Selection of Arbitrator. In the event the grievance procedure does not result in the resolution of a grievance, either party may provide notice of intent to proceed to arbitration by filing such a notice in writing with the other party within ten (10) calendar days after receipt of the final answer provided for in the grievance procedure. Upon receipt of such notice the parties shall promptly meet and attempt to select an arbitrator by mutual agreement. If the parties are unable to select an arbitrator by mutual agreement, the parties shall jointly request a list of names from the Federal Mediation and Conciliation Service. Following receipt of such a list, the party requesting arbitration shall strike a name from the list followed by the other party striking a name from the list. The parties shall thereafter alternately strike names from the list until only one name is remaining. The remaining individual on the list shall serve as the arbitrator.

Section 8. Power of Arbitrator. Based upon the written grievance filed pursuant to the grievance procedure and the evidence presented at the arbitration hearing, the arbitrator shall herein decide the grievance in question. The arbitrator may interpret the agreement and apply it to the particular case presented to him, but the arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this agreement or any agreements made supplementary hereto. The arbitrator shall have no authority to compel pre-hearing discovery.

Section 9. Arbitration Decision. The ruling and decision of the arbitrator shall be in writing and shall be final and binding on all parties provided that the arbitrator shall comply with limitations set forth in this Article, and shall limit the decision to the evidence supplied by the parties at the hearing and relevant case law precedent.

Section 10. Arbitration Expenses. All fees and expenses of the arbitrator and court reporter shall be borne equally by the parties.

Section 11. Excluded Matters. No grievance alleging discrimination under Section 1 of the Nondiscrimination Article of this Agreement shall be appealed to arbitration, unless the grievant shall execute a knowing, intelligent, and voluntary waiver of his or her right to file charges within any federal, state, or local agency, or in any federal, state or local court with respect to said grievance. If the grievant does not choose to execute such a waiver, the grievance shall be ineligible to proceed to arbitration, and the last decision given under the grievance procedure shall be final. If the grievance alleges discrimination under Section 1 of the Nondiscrimination Article of this Agreement, the 10 working-day period to appeal to arbitration set forth in Section 3(d) of this Article shall be extended to 30 working days.

ARTICLE V.

NONDISCRIMINATION

Section 1. Prohibition of Discrimination. All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race,

religion, color, creed, protected age, disability, veteran status, national origin, political affiliation, Union or non-Union membership.

Section 2. Gender References. All references to employees in this Agreement designate both sexes, and whenever the male or female gender is used, such term shall be construed to include both male and female employees.

Section 3. Union Membership. The City and the Union agree not to intimidate, coerce, or in any manner interfere with the rights of bargaining unit employees to form, join or assist the Union or to refrain from any such activities, including the right to withdraw, revoke or cancel Union membership at any time.

Section 4. A.D.A. Compliance. In order to allow the City to deal directly with disabled employees and to maintain confidentiality as required by the Americans with Disabilities Act, the Union hereby waives its right to object to the City's good faith efforts to comply with the Americans with Disabilities Act with respect to employees in the bargaining unit. This waiver shall include, but is not limited to, the City's direct dealing with employees in the bargaining unit with respect to accommodations, and the obligation of the City to maintain confidentiality with respect to medical conditions or medical histories of employees in the bargaining unit.

ARTICLE VI.

HOURS OF WORK

Section 1. Schedule. The hours of work will be established by management and notice will be given to employees.

Section 2. Compensatory Time. Bargaining unit employees may receive compensatory time off in lieu of overtime compensation. All compensatory time shall be calculated in accordance with the terms of the Fair Labor Standards Act and payment shall be made in accordance with the Fair Labor Standards Act and regulations issued pursuant to that statute. Bargaining unit employees may not accrue more that 168 hours of compensatory time. Compensatory time must be approved and may be assigned by the fire chief. Employees who

are unable to utilize compensatory time hours due to scheduling and manpower requirements shall receive payment for overtime compensation after reaching such limit.

Section 3. Overtime. Bargaining unit employees shall receive overtime compensation at the rate of not less than one and one-half times their regular rate of pay for all hours worked and approved by the fire chief in excess of 159 hours in a 21-day work period. Bargaining unit employees on a 40 hour per week schedule shall receive overtime compensation at the rate of not less than one and one-half times their regular rate of pay for all hours worked and approved by the fire chief in excess of 40 hours.

ARTICLE VII.

PROBATIONARY PERIOD

New employees hired by the City as Firefighters/EMT, Firefighters/AEMT, and Firefighters/Paramedics shall be considered on probation for the first six (6) months of their employment insofar as seniority and discharge are concerned, at the end of which time, if still employed, they shall be either discharged without recourse or placed on the seniority listing. If the Firefighter does not obtain certification and licensure within twenty-four (24) months, the Firefighter shall be discharged from their employment unless, at the discretion of the Fire Chief, extenuating circumstances exist warranting an extension of the probationary period. If an extension beyond twenty-four (24) months is granted, the Firefighter shall receive an additional six (6) months to complete the certification, and the Firefighter shall remain on probation for six (6) months after obtaining certification and licensure as an EMT.

If the firefighter attains EMT certification and licensure within the first twenty-four (24) months of employment, the probationary period will extend for six (6) months, said six (6) month extension commencing upon EMT certification and licensure. At the completion of six (6) month probationary period, if still employed, they shall be either discharged without recourse or placed on the seniority listing.

ARTICLE VIII.

WAGES

Section 1. Pay Grid. The pay grid to be utilized during the term of this Agreement is attached hereto and made a part hereof as Attachment A.

Section 2. Call Back Pay. Bargaining unit employees that are scheduled to be on callback shall receive a minimum of two (2) hours call back pay plus the time they are called in to work.

Section 3. Longevity. All bargaining agreement employees shall receive longevity pay at the rate of 1% of base pay (as reflected on Attachment A) for each five (5) years of continuous service. The years of service shall be figured from the date of permanent full-time status.

Section 4. Performance Evaluation. Performance evaluations shall be completed on an annual basis. The date of this evaluation is determined by the most recent of the employee's initial hire date or job classification change date. When a performance evaluation is accompanied by a recommendation for a merit salary adjustment, that performance evaluation shall be completed, signed, and submitted to the Payroll Office at City Hall at least five (5) working days prior to the effective date of the recommended salary increase.

Section 5. Firefighter-in-Charge. Bargaining unit employees shall receive Lieutenant pay as outlined in Attachment "A", attached hereto and made a part of this agreement by this reference.

ARTICLE IX.

WORK RULES

The City may adopt rules and regulations for the operation of the Department and the conduct of its employees; provided any such rules and regulations shall not conflict with any provisions of this Agreement or the laws of the State of Nebraska or the United States of America.

ARTICLE X.

DISCIPLINE AND DISCHARGE

Section 1. Civil Service Act. Employees in the bargaining unit covered by this Agreement shall be employed only during good behavior.

Section 2. Termination. Employees in the bargaining unit may be removed or discharged, suspended with or without pay, demoted, reduced in rank, or deprived of vacation, benefits, compensation or other privileges (except pension benefits) for any of the following reasons:

(a) Incompetency, inefficiency, or inattention to or dereliction of duty;

(b) Dishonesty, prejudicial conduct, immoral conduct, insubordination, discourteous treatment of the public or a fellow employee, any act of omission or commission tending to injure the public service, any willful failure on the part of the employee to properly conduct himself or herself, or any willful violation of the Civil Service Act or the rules and regulations adopted pursuant to such act;

(c) Mental or physical unfitness for the position which the employee holds;

(d) Drunkenness or the use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation to such an extent that the use interferes with the efficiency or mental or physical fitness of the employee or precludes the employee from properly performing the functions and duties of his or her position;

(e) Conviction of a felony or misdemeanor tending to injure the employee's ability to effectively perform the duties of his or her position; or

(f) Any other act or failure to act which, in the judgment of the civil service commissioners, is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.

ARTICLE XI.

LAYOFF

Section 1. Notice. In the event of a layoff, the City will give the employee being laid off two (2) week's notice or two (2) week's salary.

Section 2. Procedure. Layoffs shall be in accordance with the City's reduction-in-force policy which shall consider factors including, but not limited to:

(a) The multiple job skills recently or currently being performed by the employee.

(b) The knowledge, skills, and abilities of the employee.

(c) The performance appraisal of the employee including any recent or pending disciplinary actions involving the employee.

(d) The employment policies and staffing needs of the department together with contract, ordinances, and statutes related thereto.

(e) Required federal, state, or local certifications or licenses.

(f) Seniority.

ARTICLE XII.

UNPAID LEAVES OF ABSENCE

Section 1. Military Leave of Absence. A military leave of absence shall be granted in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 2. Family Leave. The parties agree to comply with the Family and Medical Leave Act of 1993, and agree further that any employee utilizing benefits under such statute shall be required to substitute paid leave for any leave taken under such Act, until such paid leave is exhausted.

ARTICLE XIII.

HOLIDAYS

Section 1. Eligibility. All employees in the bargaining unit shall be entitled to holiday pay benefits after successfully completing their probationary period.

Section 2. Designated Holidays. The following days are designated holidays for employees in the bargaining unit:

(a) January 1 - New Years Day

(b) Last Monday in May - Memorial Day

(c) July 4 - Independence Day

(d) First Monday in September - Labor Day

(e) Fourth Thursday in November - Thanksgiving Day

(f) Fourth Friday in November - Day after Thanksgiving Day

(g) December 25 - Christmas Day

(h) December 24- ½ Christmas Eve

(i) Three floating holidays to be requested by employee in advance and approved by management in advance. One (1) floating holiday must be used by July 1 or it will be forfeited. Two (2) Floating holidays must be used by December 31 or they will be forfeited. Floating holidays cannot be stacked together on the same day.

Section 3. Holiday Pay. Employees working the holiday will receive eighteen (18) hours of straight time pay for the holiday; employees not working the holiday will received twelve (12) hours of straight time pay for the holiday; and, employees on a 40-hour work week schedule will receive eight (8) hours of straight time pay for the holiday. Employees on callback during a designated holiday will also receive 18 hours of straight time pay in addition to those working the holiday. Such pay will not be counted as hours worked for the purpose of calculating overtime.

Section 4. Separation. Employees separated from employment will receive pay for the floating holiday in addition to any other holidays occurring prior to the date of separation which have not been paid.

ARTICLE XIV.

VACATION

Section 1. Eligibility. All bargaining unit employees are eligible for vacation benefits after completing one full year of employment. After becoming eligible the employee will be credited with accrued vacation leave in an amount equal to that which would have been accrued if the accrual had commenced as of the initial date of employment.

Section 2. Benefit. Eligible bargaining unit employees will accrue vacation benefits each bi-weekly pay period at the following rates:

	40 HOUR WORK WEEK	**159 HOUR WORK PERIOD**
Commencement date	3.08	4.31

thru 4th year	(127.67 MAX)	(177.30 MAX)
From start of 5th year	3.69 (152.00 MAX)	5.17 (213.20 MAX)
From start of 8th year	4.62 (190.00 MAX)	6.46 (266.00 MAX)
From start of 13th year	5.23 (215.33 MAX)	7.32 (300.86 MAX)
From start of 18th year	6.15 (253.27 MAX)	8.61 (354.54 MAX)

Section 3. Usage. Eligible employees must request vacation scheduling in advance in writing. All vacation requests must be approved in advance by management.

Section 4. Accumulation. The maximum number of vacation hours which may be accumulated by an eligible employee is one and one half times the number of vacation hours earned in a year. Vacation hours accumulated over this number must be taken within one month of reaching the maximum accumulation level or such additional vacation hours will be forfeited. Any vacation that the employee wishes to take must be requested, in advance, by completing a vacation request form and having the request approved by the fire chief. Employees who are unable to utilize vacation hours accumulated over the maximum accumulation level within such month due to scheduling and manpower requirements will be paid for their unused vacation hours over the maximum level.

Section 5. Separation. Employees separating from employment will be paid 100% of all accrued but unused vacation pay.

ARTICLE XV.

SICK LEAVE

Section 1. Eligibility. A bargaining unit employee is eligible for sick leave after having completed their probationary period.

Section 2. Qualifications. Sick leave shall be granted to employees in the bargaining unit for any of the following reasons:

(a) Personal illness or physical incapacity resulting from causes beyond the control of the employee.

(b) A quarantine of the employee in accordance with community health regulations.

(c) An appointment with a doctor or dentist.

(d) An illness or condition of an immediate family member which requires the employee's presence. Immediate family is defined as the employee's spouse, parents, children or any other individual actually living in the employee's household.

Section 3. Benefit. Sick leave shall accrue for bargaining unit employees from their initial date of employment at the following bi-weekly rates:

40 HOUR WORK WEEK:	Bi-weekly accrual - 3.60 hours (Maximum accrual - 800 hours)
159 HOUR WORK PERIOD:	Bi-weekly accrual - 11.08 hours (Maximum accrual - 2,400 hours)

Section 4. Maximum Accumulation. Bargaining unit employees working a 159 hour work period may accumulate up to 2,400 hours of sick leave; bargaining unit employees working a 40 hour work week may accumulate up to 800 hours of sick leave. Any sick leave accrued beyond that maximum level shall be forfeited.

Section 5. Notification. An employee on sick leave shall report to the Fire Chief at least 30 minutes before the beginning of the work shift when he or she will be absent. The employee shall keep the Fire Chief informed of his or her condition.

Section 6. Release. The City may require a written release and authorization to return to work from a physician any time a person has been under a physician's care for sick leave.

Section 7. Verification. The City reserves the right to require verification for any sick leave usage.

Section 8. Separation. Employees voluntarily separating employment in good standing will be paid 25% of any accrued but unused sick leave.

ARTICLE XVI.

BULLETIN BOARDS

Section 1. Designation. The City shall designate a bulletin board which may be utilized by the Union for the posting of Union materials.

Section 2. Materials. Materials posted shall concern elections, meetings, reports and other official Union business or notices of social and recreational activities, but no materials will be posted of a political nature; nor shall any materials derogatory to the City or other employees be posted. All material posted on the bulletin board shall either be on Union stationery or otherwise authenticated and shall be authorized on its face by an officer of the Union.

ARTICLE XVII.

HEALTH INSURANCE

Section 1. Plan. The City agrees to provide health, dental and life insurance benefits to employees in the bargaining unit pursuant to the City of McCook Employee Medical and Dental Benefit Plan. The City of McCook Employee Medical Wellness Benefit includes an annual respiratory examination for Firefighters/Lieutenants.

Section 2. Modifications. The City reserves its right to modify plan benefits, insurance carriers, third party administrators, and otherwise make changes and modifications in the health, dental and life insurance benefits provided to employees in the bargaining unit during the life of this contract. (For example, in regard to modifications, there was discussion and clarification with union representatives in achieving this collective bargaining agreement of Morbid Obesity and the extension of the Children Wellness Benefit.)

Section 3. Premium Payments. The employee agrees to pay $80.00 per two-week period for family premium and $20.00 per two-week pay period for single premium, from October 1, 2025 through September 30, 2028. The employee agrees to pay health insurance premiums at the following rates from October 1, 2025 through September 30, 2028:

$20 per pay period for a single member

$47 per pay period for employee and spouse

$40 per pay period for employee and children

$80 per pay period for employee and family.

Section 4. Maintain Level of Benefits. The City agrees that the above insurance benefits shall be maintained, at not less than the highest standards in effect at the time of this agreement. In the event that it becomes necessary to change carriers the City and Union agree to meet to ensure that the level of benefits does not subtract in value from what is currently in effect.

ARTICLE XVIII.

RETIREMENT

Section 1. Benefit. The City agrees to provide retirement benefits for employees in the bargaining unit pursuant to the Firefighters Retirement System Fund provided for by state law.

Section 2. Removed September 2025.

ARTICLE XIX.

UNIFORMS

Section 1. Benefit. For collective bargaining union members, the City shall provide an additional $750.00 per contract year for City job related clothing or equipment, to each collective bargaining unit member at the beginning of the contract year. The Fire Chief will manage, maintain records and approve of how each collective bargaining unit member spends their allowance. If a collective bargaining unit member separates employment with the City or at the commencement of a Civil Service Action, that member will be ineligible for the allowance effective upon notice. Approval of purchases shall be made by the Fire Chief, after discussions with the collective bargaining union member.

Section 2. Employee Obligation. The employee shall maintain the uniform in good condition and shall also wear the prescribed uniform during all hours of employment. The employee shall maintain a neat appearance at all times. Upon separation from employment, each employee shall be obligated to return all uniforms and equipment provided by the City.

Failure by the employee to return such uniforms or equipment shall allow the City to reduce wages accordingly as provided by law.

ARTICLE XX.

EMERGENCY LEAVE

Section 1. Eligibility. All bargaining unit employees shall be eligible for emergency leave after completing their probationary period.

Section 2. Benefit. Emergency leave not to exceed twenty four (24) consecutive working hours will be granted by the City in the event of a death of a member of the immediate family. Such emergency leave will be with pay. Immediate family for emergency leave purposes is defined as a spouse, children, parents, brothers, sisters or grandparents and the same relatives of the spouse of the employee. Emergency leave shall be taken within one (1) week of the date of the death or at other times with the approval of the Fire Chief or City Manager.

ARTICLE XXI.

JURY DUTY

Section 1. Benefit. Any employee who is summoned to serve on jury duty shall not be subject to discharge of employment, loss of pay, loss of sick leave, loss of vacation time or any other form of penalty as a result of his or her absence from employment due to such jury duty upon giving reasonable notice to the City of such summons.

Section 2. Compensation. Employees on jury duty shall report to the City the full amount of any compensation, other than expenses, paid to the employee for jury duty, which amount shall be deducted from the regular pay of the employee.

Section 3. Compensation Qualification. In order to qualify for any payment by the City, employees must work at their assigned jobs on any scheduled work day or days during the jury leave period referred to in Section 1, that they are not required to report for jury duty.

ARTICLE XXII.

SAFETY COMMITTEE

One member of the McCook Professional Firefighters Association Local 2100 will represent both the Lieutenants' and Firefighters' Collective Bargaining Units as a representative on the McCook Safety Committee. The length of service on this committee is outlined under the guidelines of the City of McCook Safety Committee. It shall be the responsibility of the bargaining unit to elect a member to serve on the Safety Committee.

ARTICLE XXIII.

UNION DUES CHECKOFF

Section 1. Deduction. The City agrees to deduct regular monthly Union dues from the pay of each bargaining unit employee covered by this Agreement. This Agreement is contingent upon a current written dues checkoff agreement executed by any such employee being in the possession of the City.

Section 2. Revocation. The parties agree that any bargaining unit employee may revoke any written dues checkoff obligation at any time at the option of the employee.

Section 3. Indemnification. The Union agrees to indemnify the City and to hold the City harmless from any and all liability, including the payment of back wages, for any and all claims, demands or suits which may arise out of the checkoff of the City of Union dues.

ARTICLE XXIV.

SCOPE OF AGREEMENT

Section 1. Complete Agreement. The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

Section 2. Interpretation. This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

Section 3. C.I.R. Waiver. As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2025 through September 30, 2028. This waiver also applies to any negotiations leading to the current contract covering the period of October 1, 2025 through September 30, 2028. This waiver does not apply to negotiations covering any other period of time including negotiations for a replacement contract commencing October 1, 2025.

Section 4. Negotiations. The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE XXV.

DURATION

Section 1. Contract Term. This Agreement shall be in full force and effect from October 1, 2025 through September 30, 2028 only.

Section 2. Noncontinuation. No portion of this Agreement shall extend beyond the date of expiration of this Agreement unless by mutual written agreement of the parties.

Section 3. Negotiations. The parties agree to commence negotiations for a replacement contract no later than March 1, 2028.

ARTICLE XXVI.

OUTSIDE EMPLOYMENT

Fire Department employees may take part-time employment, in addition to City job, if there is no conflict with assigned working hours, the work efficiency of the employee is not reduced, and there is no conflict with the interests of the City. Employees must obtain prior approval from the Fire Chief before any outside employment is undertaken by the employee. Whenever extra duty is necessary by the City, such extra duty shall take precedence over outside employment. The Fire Chief may cancel approval of outside employment at any time.

ARTICLE XXVII.

PHYSICALS AND AGILITY TESTING

To insure wellness as well as determine long term fitness for duty, the City and Collective Bargaining Unit have worked together to develop standards for a yearly physical screening and a agility testing program. A copy of the Annual Medical Examination Policy is attached to this agreement and marked and made a part here of as Attachment "B". The City and Collective Bargaining Unit agree the annual medical examination will be performed by one selected provider from the McCook Community Hospital to assure uniformity. The City shall be responsible for the cost of each members annual medical examination. The Community Hospital shall bill the City directly for these costs, separate from each members insurance.

ARTICLE XXVIII.

RETURN-TO-WORK PROGRAM

The City of McCook supports the practice of bringing injured employees back to work, as soon as they are medically able, to a position in their department compatible with any physical restrictions they may have. We believe this practice serves the best interests of our employees and organization.

The prompt return of injured employees to their departmental positions within their medical restrictions will minimize the impact of work-related injuries. Coming back to work early helps

employees remain functional as they recover while providing our organization with the valuable use of employees' talents. It also helps control workers' compensation costs.

Current positions may be modified to fit the medical limitations of injured employees by modifying workstations, altering specific tasks or working reduced hours. If this is not possible, temporary transitional jobs may be made available with your department. An example of a transitional job or task would include light desk duty.

This return-to-work program is an important part of our organization's commitment to manage work-related injuries in a way that's best for our employees and for this organization.

ARTICLE XXIX.

VEBA MUTUAL ASSOCIATION

The Collective Bargaining Unit have voted unanimously in 2020 to stop funding a VEBA account created by the City and Collective Bargaining Unit in 2015. The VEBA account was funded by member's sick leave at time of retirement or separation. No new sick leave contributions shall be made by the members to the VEBA account.

IN WITNESS WHEREOF, the parties have set their hands this 29th day of September, 2025.

CITY OF MCCOOK, NEBRASKA	FIREFIGHTERS COLLECTIVE BARGAINING UNIT MCCOOK PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 2100
By: _____	By: _____
Linda Taylor, Mayor	Dan Hartwell, Vice President

CITY OF MCCOOK, NEBRASKA
AND
MCCOOK PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 2100
COLLECTIVE BARGAINING AGREEMENT

OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2028
ATTACHMENT "A"
PAY GRID

159 hour work period employees in the bargaining unit shall be paid pursuant to the following pay plan:

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/01/25 - 09/30/26	20.624	21.291	21.959	22.625	23.292	23.959	24.627	25.294	25.961	26.628	27.296
10/01/26 - 09/30/27	**	**	**	**	**	**	**	**	**	**	**
10/01/27 - 09/30/28	**	**	**	**	**	**	**	**	**	**	**
-	**	**	**	**	**	**	**	**	**	**	**
-	**	**	**	**	**	**	**	**	**	**	**

40 hour work week employees in the bargaining until shall be paid pursuant to the following pay plan:

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/01/25 - 09/30/26	26.062	27.152	27.922	28.910	29.947	30.965	32.057	33.171	34.327	35.528	36.770
10/01/26 - 09/30/27	**	**	**	**	**	**	**	**	**	**	**
10/01/27 - 09/30/28	**	**	**	**	**	**	**	**	**	**	**
-	**	**	**	**	**	**	**	**	**	**	**
-	**	**	**	**	**	**	**	**	**	**	**

** See Section 4 - Cost of Living Salary Adjustment

The pay grid above is for firefighters/paramedics. Firefighter/paramedic Lieutenants will receive 15% more than the salaries shown on this grid. New employees hired as firefighters/EMT will receive 7.5% less than the salaries shown on this pay grid. New employees hired as firefighters/EMT will receive 12.5% less than the salaries shown on this pay grid. New employees hired as firefighters will receive 12.5% less than the salaries shown on this pay grid for Firefighter/EMT.

When an employee advances his/her EMT certification to a higher level, their salary level will increase according to the pay grid of this new EMT certification.

Section 1. Initial Placement. All new employees in the bargaining unit will be placed on a step in the salary schedule by the City Manager.

Section 2. Eligibility for Pay Grid Movement. All employees in the bargaining unit shall be eligible for movement to the next step in the salary schedule within the time intervals shown above.

All full-time employees shall be placed on a Step in the salary schedule by the City Manager and shall be eligible for movement to a subsequent Step after twelve months, and each twelve months thereafter until reaching the top step.

Section 3. Performance. Movement from Step to Step on the Pay Plan shall not be automatic and shall be based upon satisfactory performance during the eligibility period.

Section 4. Cost of Living Salary Adjustment. The annual Cost of Living Salary Adjustments for this contract period will be based upon the Consumer Price Index (CPI) - All Urban Consumers, U.S. City Average, All Items, Not Seasonally Adjusted. Specifically, the index figures used are listed in the table below:

FISCAL YEAR	CPI TWELVE MONTH PERIOD
October 1, 2025 - September 30, 2026	February 2024 - January 2025
October 1, 2026 - September 30, 2027	February 2025 - January 2026
October 1, 2027 - September 30, 2028	February 2026 - January 2027
October 1, 2028 - September 30, 2029	February 2027 - January 2028
October 1, 2029 - September 30, 2030	February 2028 - January 2029

Using the CPI as a guide, during this five year contract, the parties agree to use the February to January data as the numbers to be compared each year. The parties also agree that the data from January of the prior year in a given contract shall be divided into the current year February number to arrive at the cost of living adjustment. arrive at the cost of living adjustment. Effective October 1, 2025, the parties agree to maintain minimum floor for annual COLA to 2.5% for the duration of this contract. Each year, prior to September 30th, the new cost of living adjustment based upon the CPI Twelve Month Period will be calculated and the Pay Grid will be replaced with the new cost of living adjusted amounts.

ATTACHMENT "B"

Annual Medical Examination Policy

Collective Bargaining Unit members shall receive an annual medical examination. This examination will be performed by one selected provider from the McCook Community Hospital to assure uniformity.

A specific breakdown of the annual medial examination is found on appendix A. The medical examination will include:

- Medical history questionnaire
- Hands-on physical exam
- Pulmonary function test
- Vital signs
- Resting 12-lead electrocardiogram
- Cardiac stress test (per NFPA 1582 recommendations)
- Blood chemistry lab tests (incude lipid profile)
- Urinalysis
- Chest x-ray (baseline)

In the event that the physician and/or health care provider identifies a health problem or condition that requires further evaluation, but would not prevent the member from performing his/her duties safely, the member will be referred to his/her personal physician.

If the physician and/or health care provider identifies a health condition that prevents the member from performing his/her duties safely, the Fire Chief will be notified. The medical condition will be not be revealed to other members of the Department. The physician and/or health care provider will recommend to the Department that the member:

- Not work full or modified duty until evaluated by an appropriate licensed health care provider, or,
- Work modified duty until evaluated by an appropriate licensed health care provider and released for full duty.

ANNUAL PHYSICAL EXAMINATION

Uniformed Firefighter Medical Examinations

1. **COMPLETE MEDICAL HISTORY**
   a. Medical and surgical history
   b. Family history
   c. Allergy history
   d. Review of body systems
   e. Prior work/exposure history
   f. Prior history of toxic involvement
   g. Reproductive history
   h. Stress evaluation

2. **URINALYSIS**
   a. Specific gravity
   b. Albumin
   c. Sugar
   d. pH
   e. Blood
   f. Microscopic examination (if needed)

3. **VITAL SIGNS**
   a. Temperature
   b. Height and weight
   c. Blood pressure
   d. Pulse rate

4. **ELECTROCARDIOGRAM**
   a. Twelve-lead resting tracing
   b. *Treadmill exercise cardiac stress test

5. ****RADIOLOGY**
   a. Chest X-ray, PA, 14 x 17

6. **PULMONARY FUNCTION SCREENING TEST**
   a. Vital capacity
   b. One second forced expiratory volume

7. **HEMATOLOGY PROFILE**
   CBC with diff. to include, at a minimum, the following:
   a. Hemoglobin count
   b. Hematocrit
   c. Red blood count
   d. White blood count
   e. WBC differential count
   f. Platelets

8. **BLOOD CHEMISTRY PROFILE**
   a. Calcium
   b. Phosphorus
   c. Glucose
   d. Urea nitrogen
   e. Uric acid
   f. Cholesterol
   g. Total protein
   h. Albumin
   I. Total bilirubin
   j. Alkaline phsophatase
   k. LDH
   l. Triglycerides
   m. SGOT (AST)
   n. Globulin
   o. TSH
   p. SGPT (ALT)
   q. GGPT
   r. HDL
   s. CHOL/HDL ratio
   t. Sodium
   u. Potassium
   v. Chloride
   w. CRP-H's (Cardiac)
   x. Iron / Serum

9. **OTHER LAB STUDIES**

    a. PSA on all males 45 years of age and older
    b. Hepatitis B antibodies titer

10. **STOOL OCCULT BLOOD TEST (3) FOR STOMACH AND INTESTINAL TRACT BLEEDING FOR THOSE OVER AGE 40**

11. **COMPLETE PHYSICAL EXAMINATION BY PHYSICIAN, INCLUDING:**

    a. Fundoscopic examination of the retina of the eyes
    b. Rectal examination for men over 35
    c. Proctoscopic examination every 4.5 years for those over age 45 or with history of bleeding (This test is advisable, but optional)
    d. Extensive physical examination
    e. Body composition will be determined by the Health and Fitness Instructor on staff at the fire department

12. **COMPETE DISCUSSIONAL REVIEW OF EXAM RESULTS WITH EXAMINEE**
    a. Specific laboratory testing as directed by the work history and the physical examination

13. **WRITTEN DOCUMENTATION OF EXAMINATION RESULTS TO BE PLACED IN THE EMPLOYEE'S CONFIDENTIAL PERSONNEL FILE**

NOTE * Members 30 years old and under will be tested on treadmill every third year. Those 30 to 39 years old will be tested on treadmill every other year. Those 40 and older will be tested yearly. All smokers will be tested yearly.

NOTE ** Chest X-ray administered on pre-employment and every year for smokers and three years for nonsmokers.