

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, August 17, 2026
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

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

Pledge of Allegiance.

Call to Order.

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

Items.

1. Announcements & Recognitions.

2. 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 August 3, 2026 regular City Council meeting and the August 11, 2026 special City Council meeting.

B. Adopt Resolution No. 2026-18, establishing a stop sign at the intersection of West "Q" Street and Angela Avenue.

C. Receive and file Change Order No. 10 for the P.F.C. Gerald L. Walters Youth Sports Complex.

D. Approve the McCook Public Schools request to close the intersection of Norris Avenue and "C" Street at approximately 1:00 P.M. on Wednesday, September 9, 2026 to allow for school homecoming activities.

E. Approve the Space Use Agreement between the United States Department of Agriculture (USDA) - Animal and Plant Health Inspection Service - Wildlife Services in Nebraska and the City of McCook for office space at the McCook City Auditorium and outdoor storage space at the south end of the airport and authorize the Mayor to sign.

- F. Approve and authorize the Mayor to sign a Professional Engineering Services Agreement with Miler & Associates Consulting Engineers, P.C. for EPA Congressionally Directed Spending (CDS) grant administration services, preliminary and final design, and construction phase services for Water Treatment Plant improvements.
 - G. Approve the contract between the City of McCook and Red Willow County for public safety dispatching services and authorize the Mayor to sign.
 - H. Receive and file the claims for the month of July 2026, published August 11, 2026.
 - I. Ratify the Mayor's appointments to the Planning Commission - appoint Timothy "TJ" Renner - term expires September 2029 and reappoint Kurt Vosburg and Jesse Stevens - terms expire September 2029.
 - J. Approve the application for a Special Designated Liquor License (SDL) submitted by The Bear Cave Café & Lounge, Liquor License #157305 for a reception to be held at the Red Willow County Fairgrounds 4-H Building, 1412 West 5th Street, on August 29, 2026 from 4:00 P.M. to 1:00 A.M.
3. Regular Agenda.
- A. Presentation from Emma Castor with West Central Nebraska Development District (WCNDD) regarding properties in their designated area that should be rescinded from previous declaration of nuisance and properties that need abatement.
 - B. Approve Resolution No. 2026-19 approving the rescinding of a portion of Resolution No. 2026-15 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.
 - C. Approve WCNDD's Motion to Abate for properties located at 212 E 3rd St., 210 E 5th St., 210 E 6th St., 606 E C St., 409 E 5th St., and 404 E 5th St., all located in McCook, NE.
 - D. Update regarding the youth sports complex project.
 - E. Ordinance No. 2026-3119 providing for the adoption of the budget for FY 2026/2027.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2026-3119 upon its first of three readings.
 - F. Ordinance No. 2026-3120 providing for the adoption of the FY 2026/2027 Fiscal Year Employee Classification Pay Plan.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2026-3120 upon its first of three readings.
 - G. Ordinance No. 2026-3121 providing for the amendment of Chapter 38: Appendix E, Water Department Rates and Fees.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2026-3121 upon its first of three readings.
 - H. Ordinance No. 2026-3122 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.

1. Chairperson asks Clerk to read Ordinance by title.
 2. Consider approval of Ordinance No. 2026-3122 upon its first of three readings.
- I. Ordinance No. 2026-3118 providing for the amendment of Chapter 38: Appendix F, Solid Waste Collection Fees.
1. Chairperson asks Clerk to read Ordinance by title.
 2. Consider approval of Ordinance No. 2026-3118 upon its first of three readings.
- J. Council Comments.
- Adjournment.

CITY MANAGER'S REPORT
AUGUST 17, 2026 CITY COUNCIL MEETING

ITEM: **2.A.**

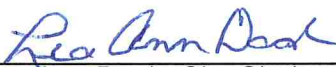
Approve the minutes of the August 3, 2026 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

FISCAL
IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

August 13, 2026

McCook City Council
August 3, 2026
5:30 P.M.

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

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

Absent: City Attorney Nate Mustion.

City Officials present: City Manager Nate Schneider, City Clerk Lea Ann Doak, Assistant City Manager Tera Koetter, Utilities Director Pat Fawver, Fire Chief Marc Harpham, Police Chief Kevin Hodgson, Public Works Director Kyle Potthoff, 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 July 30, 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 Weedon. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

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

1. Announcements & Recognitions.

Fire Chief Harpham introduced Justin Beasely as a new Firefighter-Paramedic for the city.

City Manager Schneider stated that a Planning Commission meeting is scheduled for the coming Monday, August 10 for continued discussion of updates to the zoning ordinance.

Mayor Taylor read a thank you from Garry and Gloria Rogers for the Council's recent granting of

permission to move forward with their Avenue of Flags project for Memorial Park Cemetery

2. Public Hearings.

- 2.A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding a meeting held July 27, 2026.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on a report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held July 27, 2026 with the City Manager to act as hearing officer. This motion, made by Calvin and seconded by Weedin, passed.

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

The City Manager offered and received into evidence Exhibit #1 - the City Manager's Report dated August 3, 2026 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Agenda for the July 27, 2026 meeting of the Economic Development Plan Citizen's Advisory Review Committee and attachments (6 pages); and Exhibit #4 - the minutes of the January 26, 2026 Economic Development Plan Citizen's Advisory Review Committee (3 pages).

Charlie McPherson, McCook Economic Development Director, and Sean Wolfe, president of the Economic Development Plan Citizen's Advisory Review Committee, reviewed the information presented in Exhibit #3 and answered questions from the Council.

City Manager Schneider thanked Governor Pillen for the new designation of a portion of the City of McCook as an "Opportunity Zone", which will make the Industrial Park more attractive for future development.

With no one else present to comment, motion to adjourn the public hearing and reconvene as a City Council. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

- 2.B. Accept the minutes of the April 27, 2026 Economic Development Plan Citizen's Advisory Review Committee meeting.

Motion to accept the minutes of the April 27, 2026 Economic Development Plan Citizen's Advisory Review Committee meeting. This motion, made by Muehlenkamp and seconded by Taylor, passed.

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3. Consent Agenda.

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

Motion to approve the consent agenda with the correction of Mary Beth instead of May Beth in Item C. This motion, made by Weedon and seconded by Taylor, passed.

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

3.A. Approve the minutes of the July 20, 2026 regular City Council meeting.

3.B. Adopt Resolution No. 2026-17 amending the current Collective Bargaining Agreement between the City of McCook and the Fraternal Order of Police Lodge 57 for the period of October 1, 2024 to September 30, 2026 and authorize the Mayor to sign said amended Collective Bargaining Agreement.

3.C. Ratify the Mayor's appointments to the Health Board - reappointing Nate Schneider, Kevin Hodgson, Linda Taylor, Dr. Jason Blomstedt, and Mary Beth Eisenmenger - terms expired June 2027.

4. Regular Agenda.

4.A. Approve drawings and specifications for renovations to the Water Resource Recovery Facility (WRRF) and set date to receive bids for September 15, 2026 at 2:00 P.M.

Chris Miller and David Blau, with Miller & Associates, reviewed the scope of work and bid specifications for the WRRF improvements. A pre-bid meeting is set for September 2nd for prospective bidders to see the site and review the bid specifications before the bid date.

Motion to approve drawings and specifications for renovations to the Water Resource Recovery Facility (WRRF) and set date to receive bids for September 15, 2026 at 2:00 P.M. This motion, made by Calvin and seconded by Rambali, passed.

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

4.B. Update from Miller & Associates regarding Water Treatment Plant (WTP) EPA Grant.

Chris Miller and David Blau of Miller & Associates gave an update of the status of the City's EPA Grant for aging infrastructure needs at the Water Treatment Plant. The City was awarded a grant of \$3,200,000 with the City required match of \$800,000. He noted that in their experience it can take time to get through the requirements of the EPA grant process and outlined the anticipated next steps to completed that process.

4.C. Update regarding the youth sports complex project.

City Manager Schneider gave an update of the youth sports complex project. The estimated completion date is two weeks away and a ribbon cutting event is in the planning stages. Staff continues to work on grants for the project and has been working with D.A. Davidson to retire the short term bonds purchased during construction of the complex and combining them into a 25-year

long-term bond, with a possible five-year call date. This bond will be paid utilizing the voter approve ½% city sales tax.

4.D. Council Comments.

Councilmember Weedon stated he met with Airport Manager Chance Evans and the recently installed fueling tanks are up and running and are a very popular option for the pilots.

Councilmember Muehlenkamp reminded all of the budget workshop scheduled for August 11 beginning at 5:30 P.M.

4.E. Annual evaluation of the job performance of City Manager Nathan A. Schneider; as allowed by state law, upon a majority vote, the Council may go into Closed Session for consideration of this item.

Motion to go into executive session for the annual evaluation of the job performance of City Manager Nathan A. Schneider at 6:14 P.M. This motion, made by Weedon and seconded by Calvin, passed.

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Mayor Taylor stated for the record that at this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the purpose of the annual evaluation of the job performance of City Manager Nathan A. Schneider. The Council will reconvene in public session following this closed session.

City Manager Schneider and City Clerk Doak were included in the executive session.

Motion to come out of executive session at 7:05 P.M. This motion, made by Weedon and seconded by Muehlenkamp, passed.

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 7:06 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

McCook City Council
August 11, 2026
5:30 P.M.

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

Present: Mayor Linda Taylor, Councilmembers Gene Weedon, Jared Muehlenkamp.

Absent: Councilmember Jerry Calvin, Councilmember Rambali, City Attorney Mustion, Senior Services Director Beth Siegfried.

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

Taylor: YEA, Weedon: YEA, Muehlenkamp: YEA
YEA: 5

City Officials present: City Manager Nate Schneider, City Clerk Lea Ann Doak, Assistant City Manager Tera Koetter, Water Superintendent Nathaniel Chitwood, Library Director Jody Crocker, Utilities Director Pat Fawver, Fire Chief Marc Harpham, Police Chief Kevin Hodgson, Public Works Director Kyle Potthoff, and Wastewater Superintendent John White.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on August 6, 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 on the information table by the entrance to the Council Chambers and available for public review and called the meeting to order.

1. Budget Workshop.

- 1.A. Presentation from the McCook Humane Society with respect to increasing the contract amount the City of McCook pays for animal services.

Joyce Peterson, Anderson of the McCook Humane Society reviewed their request for a 15% increase in the amount that they receive from the City for animal services in FY26/27 and gave an update of the services they provide. The 15% increase is due to additional payroll costs.

- 1.B. Review of the Proposed FY2026/2027 Annual Budget.

Proposed budget documents were presented at the meeting.

Department Heads and members of their staff reviewed their budget request with the Council and gave an update of needed capital. Due to the absence of Senior Services Director Siegfried, the City Clerk read a statement from her.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 7:27 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
AUGUST 17, 2026 CITY COUNCIL MEETING

ITEM: 2.B.

RECOMMENDATION:

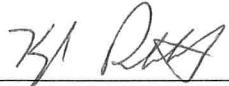
**ADOPT RESOLUTION NO. 2026-18, ESTABLISHING A STOP SIGN AT
THE INTERSECTION OF WEST "Q" STREET AND ANGELA AVENUE.**

BACKGROUND:

The purpose of this sign would be to stop traffic traveling southbound on Angela Avenue prior to entering upon West "Q" Street. This stop sign is now warranted due to the construction of the new PFC Gerald L. Walters Youth Sports Complex.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

AUGUST 10, 2026



Nate Schneider, City Manager

AUGUST 10, 2026

RESOLUTION NO. 2026-18

A RESOLUTION PROVIDING FOR THE PLACEMENT OF STOP SIGNS, OTHER SIGNS, SIGNALS, STANDARDS, OR MECHANICAL TRAFFIC CONTROL DEVICES WITHIN THE CITY OF MCCOOK, NEBRASKA, PURSUANT TO THE AUTHORITY OF SECTION 70.02 OF THE MUNICIPAL CODE OF THE CITY OF MCCOOK, NEBRASKA.

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

Section 1. In accordance with Section 70.02, SIGNS AND SIGNALS, of the McCook Municipal Code, signs and signals shall be placed at the following locations.

Section 2. That stop signs shall be duly placed at the following locations within the City of McCook:

1. The intersections of West "C" Street, West "D" Street, West "E" Street, West "F" Street, West "G" Street, West "H" Street, West "I" Street, West "K" Street, West "L" Street, West "M" Street, and West "N" Street, where said streets enter First Street West.
2. The intersections of Auditorium Drive, West "C" Street, West "D" Street, West "E" Street, West "F" Street, Westridge Parkway, West "G" Street, West "H" Street, Sunset Road, West "I" Street, Georgia Court, West "K" Street, West "L" Street, West "M" Street, Senior Center driveway, and West "O" Street, where said streets enter Fifth Street West.
3. The intersections of West "G" Street, West "H" Street, Sunset Road, West "I" Street, West "K" Street, and West "L" Street, where said streets enter Westridge Parkway.
4. The intersections of Auditorium Drive, West "C" Street, West "D" Street, Armory Place, West "E" Street, West "F" Street, West "G" Street, West "H" Street, Sunset Road, and West "I" Street, where said streets enter Seventh Street West.
5. The intersections of West "C" Street, West "F" Street, West "H" Street, Sunset Road, West "I" Street, West "K" Street, West "L" Street, West "M" Street, West "N" Street, and West "O" Street, where said streets enter Tenth Street West.
6. The intersections from Westview Plaza, McDonald's Addition, Bison Holiday Drive, West "H" Street, Coppermill Drive, West "I" Street, West "N" Street, West "O" Street, West "Q" Street, West "R" Street, West "S" Street, and West "T" Street, where said streets/drives enter North Highway 83.
7. The intersection of Spoon Drive and Club House Drive.
8. The intersections of West "O" Street, West "P" Street, West "Q" Street, West "R" Street, West "S" Street, Washington Street, Prairie Ridge Road, and Henton Road, where said streets enter Third Street West.
9. The intersections of West "A" Street, West "D" Street, West "E" Street, West "F" Street, West "G" Street, West "H" Street, West "I" Street, West "J" Street, West "K" Street, West "L" Street, West "M" Street, West "N" Street, West "O" Street, Marsh Avenue, Park Avenue, North Cherokee, and Elizabeth Lane, where said streets enter Norris Avenue.

10. The intersections of East "A" Street, East "D" Street, East "E" Street, East "F" Street, East "G" Street, East "H" Street, East "I" Street, East "J" Street, East "K" Street, East "L" Street, East "M" Street, and East "N" Street, and East "O" Street, where said streets enter Norris Avenue.
11. The intersections of East "C" Street, East "D" Street, East "E" Street, East "F" Street, East "G" Street, East "I" Street, East "J" Street, East "K" Street, and East "L" Street, where said streets enter First Street East.
12. The intersections of East "C" Street, East "D" Street, East "E" Street, East "F" Street, East "G" Street, East "I" Street, East "J" Street, and East "K" Street, where said streets enter Sixth Street East.
13. The intersections of Country Club Drive, Kelley Park entrance, Centennial Drive, and Parkway Drive, where said streets enter Fifth Street East.
14. The intersections of Parkview, North Cherokee, Park Avenue, Apache Drive, Cheyenne Road, Pawnee Drive, Elizabeth Lane, and South Cherokee Road, where said streets enter Seminole Drive.
15. The intersections of Cheyenne Road and Elizabeth Lane, where said streets enter North Cherokee Road.
16. The intersections of Bolles Canyon Drive, Kelley Park, Kelley Park entrance, and Park Avenue, where said streets enter Kelley Park Drive.
17. The intersections of East "C" Street, East "F" Street, East "J" Street, and East "K" Street, where said streets enter Eleventh Street East.
18. The intersections of East "C" Street and East "H" Street, where said streets enter Airport Road.
19. The intersections of Karrer Park, Airport Road, Cedar Motel Drive, Thirteenth Street East, Eleventh Street East, Tenth Street East, Ninth Street East, Eighth Street East, Seventh Street East, Fifth Street East, Fourth Street East, Third Street East, and Second Street East, where said streets enter East "B" Street.
20. The intersections of Eleventh Street West, Tenth Street West, Ninth Street West, Eighth Street West, Seventh Street West, Fourth Street West, Third Street West, and Second Street West, where said streets enter West "B" Street.
21. The intersections of Sixteenth Street East and Eighth Street East, where said streets enter East "C" Street.
22. The intersections of Ninth Street West, Eighth Street West, Fourth Street West, Third Street West, Second Street West, and First Street West, where said streets enter West "C" Street.
23. The intersection of Seventh Street East and East "D" Street.
24. The intersections of Armory Place, Seventh Street West, Fourth Street West, Third Street West, and Second Street West, where said streets enter West "D" Street.

25. The intersections of Third Street West, Second Street West, and Norris Avenue, where said streets enter West "E" Street.
26. The intersection of Norris Avenue and East "E" Street.
27. The intersections of Airport Road, Apollo Street, Fifteenth Street East, Fourteenth Street East, Eight and One-Half Street East, Seventh Street East, Sixth Street East, Fifth Street East, Fourth Street East, Third Street East, Second Street East, and First Street East, where said streets enter East "H" Street.
28. The intersections of Fourteenth Street West, Thirteenth Street West, Twelfth Street West, Missouri Avenue, Tenth Street West, Seventh Street West, Westridge Parkway, Sixth Street West, Fifth Street West, Fourth Street West, Third Street West, Second Street West, and First Street West, where said streets enter West "J" Street.
29. The intersections of Fourth Street East, Third Street East, and Second Street East, where said streets enter East "L".
30. The intersections of Bolles Canyon Drive, Kelley Park Street, Third Street East, and First Street East, where said streets enter East "M" Street.
31. The intersections of Second Street West, Third Street West, Fourth Street West, and Tenth Street West, where said streets enter West "M" Street.
32. The intersections of First Street West, Second Street West, Third Street West, East Circle Drive, and West Circle Drive, where said streets enter West "O" Street.
33. The intersections of Fourth Street West, West Circle Drive, Fifth Street West, Sixth Street West, Seventh Street West, Eight and One-Half Street West, Eighth Street West, Tenth Street West, East Fair Acres Drive, West Fair Acres Drive, and Seventh Street West, where said streets enter West "Q" Street.
34. The intersections of Ninth Street South, Eighth Street South, Seventh Street South, First Street South, Karrer Street, Barnett Park entrance, Lewis Street, 17 South Street entrance, and the Railroad Right-Of-Way entrance, where said streets enter South Street.
35. The intersection of West "A" Street and Federal.
36. The intersection of South Street and the Railroad Right-of-Way entrance.
37. The intersection of the Barnett Park entrance, Fourth Street South, Second Street South, and South Street, where such streets enter Sixth Street (South Highway 83).
38. The intersection of West "H" Street and Twelfth Street West.
39. On Park Road in Kelley Park immediately south of the lower shelter house.
40. The intersection of West "Q" Street and Angela Avenue.

Section 3. That the following types of other traffic control signs shall be placed at the following locations within the City of McCook:

1. A yield sign shall be erected at the intersection of South Street and Federal.

2. A yield sign shall be erected at the intersection of North Highway 83 and West "B" Street.
3. A No-U-Turn sign at the intersection of Sunset Road and Seventh Street West.
4. A No-U-Turn sign at the intersection of West "I" Street and Seventh Street West.
5. A No-U-Turn sign at the intersections of "A" Street, "F" Street, "G" Street, "H" Street, "I" Street, "J" Street, "K" Street, "L" Street, "M" Street, "N" Street, and "O" Street, all on Norris Avenue.
6. A One-Way sign at the intersection of Westridge Parkway and West "F" Street.
7. A One-Way sign at the intersection of Westridge Parkway and West "J" Street.
8. A One-Way sign at the northwest corner and the northeast corner of the intersection of West "O" Street and West Circle Drive.
9. A Do Not Enter at the intersection of Westridge & West "F" Street.
10. A Do Not Enter at the southwest corner and the southeast corner at the intersection of West "Q" Street and West Circle Drive.
11. Crosswalk at the intersection of East "D" Street and Seventh Street East.
12. Crosswalk at the intersection of East "H" Street and Fifth Street East, on East "H" Street.
13. Crosswalk at the intersection of East "H" Street and Third Street East , on East "H" Street
14. Crosswalk approximately 750 feet to the east of the Eleventh Street East and East "H" Street intersection, on East "H" Street (2/18/19)
15. Crosswalk approximately 630 feet to the west of the Eleventh Street East and East "H" Street intersection, on East "H" Street.
16. Crosswalk approximately 200 feet to the north of the East "F" Street and Eleventh Street East intersection, on Eleventh Street East.
17. Crosswalk at the intersections of East "F" Street and East "G" Street, all on Fourth Street East.
18. Crosswalk at the intersections of East "F" Street and East "G" Street, all on Third Street East.
19. Crosswalk at the intersection of Norris Avenue and "O" Street.
20. Crosswalk at the intersections of West "C" Street, West "D" Street, West "F" Street, West "G" Street, and West "J" Street, all on First Street West.
21. Crosswalk at the intersections of West "F" Street and West "G" Street, all on Second Street West.

22. Crosswalk at the intersections of West "O" Street, West "P" Street, and West "Q" Street, all on Third Street West.
23. Crosswalk at the intersections of West "O" Street and West "Q" Street, on West Circle Drive.
24. Crosswalk at the intersections of West "F" Street, West "O" Street, all on Fifth Street West.
25. Crosswalk at the intersections of Sunset Road and Westridge Parkway, on Westridge Parkway.
26. Crosswalk at the intersections of West "F" Street, West "H" Street, and Sunset road, all on Seventh Street West.
27. Crosswalk located southwest of the intersection of Park and the entrance to Kelley Park, all on Kelley Park Drive.
28. Crosswalk at the intersections of First Street West, Second Street West, Fifth Street West, Seventh Street West and West "F" Street, all on West "F" Street.
29. Crosswalk at the intersections of First Street West, Second Street West, Seventh Street West and West "G" Street, all on West "G" Street.
30. Crosswalk at the intersection Seventh Street West and West "H" Street, on West "H" Street.
31. Crosswalk at the intersection of Seventh Street West and Sunset Road, on Sunset Road.
32. Crosswalk at the intersections of First Street West, Fourth Street West, and West "J" Street, all on West "J" Street.
33. Crosswalk at the intersections of Third Street West, West Circle Drive, and West "O" Street, all on West "O" Street.
34. Crosswalk at the intersections of West Circle Drive, Third Street West and West "Q" Street, all on West "Q" Street.
35. Crosswalk at the intersection of Third Street West and West "P" Street , on West "P" Street.
36. Crosswalk at the intersections of Third Street East, Fourth Street East and East "G" Street, all on East "G" Street.
37. Crosswalk at the intersections of Third Street East, Fourth Street East and East "F" Street, all on East "F" Street.
38. Crosswalk at approximately 115 feet North of the intersection of East "F" Street and Fourth Street East, on Fourth Street East.
39. Crosswalk at the intersection of Third Street East and East "M" Street, on East "M" Street.

40. Crosswalk at approximately 70 feet to the South of the intersection of Park Road in Kelley Park and Fifth Street East, on Fifth Street East.
41. Crosswalk on Park Road in Kelley Park, immediately South of the lower shelter house.
42. **Crosswalk at the intersection of Norris Avenue and "H" Street on the west side and south side of intersection.**
43. A Left Turn Only at the southwest corner of the intersection of West "Q" Street and West Circle Drive.
44. A Right Turn Only at the southeast corner of the intersection of West "Q" Street and West Circle Drive.

Section 4. That the following signals, standards or mechanical devices shall be placed at the following locations within the City of McCook:

1. A traffic signal at the intersections of Sixth Street East and First Street East, where said streets intersect East "B" Street.
2. A traffic signal at the intersections of First Street West, Fifth Street West, Federal Avenue, Tenth Street West, and North Highway 83, where said streets intersect West "B" Street.
3. A traffic signal at the intersections of "B" Street and "C" Street, where said streets intersect Norris Avenue.
4. A traffic signal at the intersection of North Highway 83 and West "J" Street.

Section 5. This resolution shall repeal any and all other resolutions in conflict herewith.

PASSED AND APPROVED THIS 17th day of August, 2026.

-s- Linda Taylor, Mayor

ATTEST:

-s- Lea Ann Doak, City Clerk

CITY MANAGER'S REPORT
AUGUST 17, 2026 MCCOOK CITY COUNCIL MEETING

ITEM: 2.C.

RECOMMENDATION: RECEIVE AND FILE CHANGE ORDER NO. 10 FOR THE P.F.C. GERALD L. WALTERS YOUTH SPORTS COMPLEX.

BACKGROUND:

The accompanying change order is part of the P.F.C. Gerald L. Walters Youth Sports Complex project. The City of McCook's guaranteed maximum price will be credited \$175,000 for site restoration, which will be used by the City of McCook for seeding and sodding the area within the complex's fence. The final guaranteed maximum price is \$16,914,059.39 which is in line with the price stated at the beginning of the project.

APPROVALS:



Lea Ann Doak, City Clerk

August 12, 2026



Nate Schneider, City Manager

August 12, 2026



PCCO #010

Mammoth Sports Construction, LLC
3922 74th St
Meriden, Kansas 66512
Phone: (785) 400-6136

Project: 24-4276 - City of McCook RFQ
North of West Q Street and West 17th Street
McCook, Nebraska 69001

Prime Contract Change Order #010: CE #068 - Owner CO - Site Restoration

TO:	City of McCook 505 West C. St. McCook, Nebraska 69001	FROM:	Mammoth Sports Construction 3922 74th St Meriden, Kansas 66512
DATE CREATED:	8/06/2026	CREATED BY:	Courtney McDonald (Mammoth Sports Construction)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	2:Package A, B, & C	TOTAL AMOUNT:	(\$175,000.00)

DESCRIPTION:

CE #068 - Owner CO - Site Restoration

Deductive Owner CO for the City of McCook to handle the site restoration items per the attached site restoration plan. Total deductive CO = \$175,000

ATTACHMENTS:

[McCook - Restoration Plan.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
010	CE #068 - Owner CO - Site Restoration		(\$175,000.00)
Total:			(\$175,000.00)

The original (Contract Sum)	\$895,600.00
Net change by previously authorized Change Orders	\$16,193,459.39
The contract sum prior to this Change Order was	\$17,089,059.39
The contract sum would be changed by this Change Order in the amount of	(\$175,000.00)
The new contract sum including this Change Order will be	\$16,914,059.39
The contract time will not be changed by this Change Order.	

City of McCook
505 West C. St.
McCook, Nebraska 69001

Mammoth Sports Construction
3922 74th St
Meriden, Kansas 66512

Signed by:

Nate Schneider

8/6/2026

538EF58E18D44C8...

SIGNATURE

DATE

Signed by:

Courtney McDonald

8/6/2026

D656931A01B91444...

SIGNATURE

DATE

**CITY MANAGER'S REPORT
AUGUST 17, 2026 CITY COUNCIL MEETING**

ITEM: 2.D.

RECOMMENDATION:

APPROVE THE McCook Public Schools request to close the intersection of Norris Avenue and "C" Street at approximately 1:00 p.m. on Wednesday September 9th to allow for school homecoming activities.

BACKGROUND:

The McCook Public Schools is planning to hold a homecoming pep rally on Wednesday September 9, 2026 at the intersection of Norris Avenue and "C" Street. They plan to have the students begin walking towards the intersection of Norris Avenue and "C" Street utilizing city streets at approximately 1:00 p.m. The pep rally will be completed by 2:00 p.m.

The route for the students will be to leave the high school and move east on West F Street to Norris Avenue, then turn south on Norris Avenue to the intersection of Norris Avenue and "C" Street. McCook Public Schools staff will escort the students along this route.

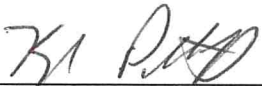
In order to accommodate the request, Norris Avenue will need to be closed at "B" Street and at "D" Street as well as "C" Street will need to be closed at the alley between Norris Avenue and East 1st Street and the alley between Norris Avenue and West 1st Street.

The Police Department and Fire Department will assist in controlling vehicle and pedestrian traffic during the event. The Public Works Department will have staff present to assist with locating and moving cones as needed.

A certificate of insurance has been requested from McCook Public Schools.

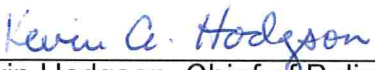
**FISCAL
IMPACT:** None.

APPROVALS:



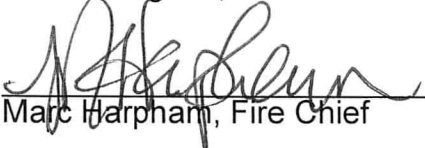
Kyle Pötthoff, Public Works Director

August 10, 2026



Kevin Hodgson, Chief of Police

August 10, 2026



Marc Harpham, Fire Chief

August 10, 2026



Nate Schneider, City Manager

August 10, 2026

Kyle Potthoff

From: Craig Dickes <cdickes@mccookbison.org>
Sent: Friday, August 7, 2026 11:05 AM
To: Kyle Potthoff
Subject: Re: MHS Homecoming

External (cdickes@mccookbison.org)

[Graymail](#) [Spam](#) [Phish](#) [More...](#) [FAQ](#) [Protection by Eakes](#)

Yes Kyle that is the plan.

On Fri, Aug 7, 2026 at 10:08 AM Kyle Potthoff <potthoff@cityofmccook.com> wrote:

Craig,

Will the route for kids be the same this year. This is last years:

The route for the students will be to leave the high school and move east on West F Street to Norris Avenue, then turn south on Norris Avenue to the intersection of Norris Avenue and "C" Street. McCook Public Schools staff will escort the students along this route.

Thanks,

Kyle

From: Craig Dickes <cdickes@mccookbison.org>
Sent: Thursday, August 6, 2026 4:03 PM
To: Nate Schneider <nschneider@cityofmccook.com>
Cc: Kyle Potthoff <potthoff@cityofmccook.com>
Subject: Re: MHS Homecoming

Thanks Guys, we will start marching from the high school at 1:00, and make our way down Norris and C street like we did last year, we should finish up around 2:00.

On Thu, Aug 6, 2026 at 12:23 PM Nate Schneider <nschneider@cityofmccook.com> wrote:

Hi, Craig. Let us know what times you would like for us to close down the street on 9th and we can take your request to the city council.

Thanks!

Nate

From: Craig Dickes <cdickes@mccookbison.org>

Sent: Tuesday, July 7, 2026 10:24 AM

To: Nate Schneider <nschneider@cityofmccook.com>; Kyle Potthoff <potthoff@cityofmccook.com>

Subject: MHS Homecoming

Good Morning Guys, just wanted to get the conversation started around McCook High School's Homecoming Plans.

We plan to host festivities for the week of September 6th through the 12th. While I have not finalized plans with our student council, we will most likely have some type of kick off event on the September 7th, a pep rally downtown on the 9th, the game on the 11th, and the dance on the 12th.

--

Craig Dickes

Principal

McCook High School

Phone: 308-344-4436

Email: cdickes@mccookbison.org

--

Craig Dickes

Principal

McCook High School

Phone: 308-344-4436

Email: cdickes@mccookbison.org

--

Craig Dickes

Principal

McCook High School

Phone: 308-344-4436

Email: cdickes@mccookbison.org

CITY MANAGER'S REPORT
AUGUST 17, 2026 CITY COUNCIL MEETING

ITEM: 2.E.

RECOMMENDATION:

Approve the Space Use Agreement between the United States Department of Agriculture (USDA) - Animal and Plant Health Inspection Service - Wildlife Services in Nebraska and the City of McCook for office space at the McCook City Auditorium and outdoor storage space at the south end of the airport and authorize the Mayor to sign.

BACKGROUND:

This agreement is between the United States Department of Agriculture (USDA) - Animal and Plant Health Inspection Service - Wildlife Services in Nebraska and the City of McCook for office space at the McCook City Auditorium.

The lease is for approximately 104 square feet of office space and approximately 640 square feet of outdoor storage space located at the south end of the airport.

In lieu of rent, Wildlife Services will provide the City of McCook with required FAA Part 139 wildlife training and an annual Cooperative Service Agreement that will provide wildlife damage management assistance to the city as well as to the residents who reside within the corporate limits of McCook.

These annual services are valued at \$4,100.00.

FISCAL

IMPACT: None

APPROVALS:



Kyle Potthoff, Public Works Director

August 10, 2026



Nate Schneider, City Manager

August 10, 2026

SPACE USE AGREEMENT

This Space Use Agreement is made by and between the City of McCook, Nebraska and the United States Department of Agriculture – Animal & Plant Health Inspection Service – Wildlife Services in Nebraska with the terms and conditions of the Agreement as follows:

- I. PURPOSE:** The purpose of the Space Use Agreement is to formally establish the roles and responsibilities between the City of McCook and Wildlife Services with regards to providing office space for Wildlife Services personnel in the City Auditorium building and outdoor storage space at the south end of the airport (Parcel Number 000296801, Red Willow County, Nebraska).
- II. CITY OF MCCOOK RESPONSIBILITIES:** The City of McCook will provide Wildlife Services the following space at no monetary cost (but valued at \$4,100.00):
 - a. Office Space: Approximately 104 square feet of office space located in the City Auditorium building at 302 West 5th Street, McCook, Nebraska.
 - b. Outdoor Storage Space: Approximately 640 square feet of outdoor storage space located at the south end of the airport.
- III. WILDLIFE SERVICES RESPONSIBILITIES:** In exchange for the use of the office space and outdoor storage space described in Section II, Wildlife Services shall provide the following in-kind services to the City of McCook at no cost (but valued at \$4,100.00).
 - a. Annual Part 139 training for city airport personnel.
 - b. Technical assistance and/or operational assistance to individual private citizens within the corporate limits of McCook to alleviate concerns with nuisance or injurious wildlife in accordance with the attached Cooperative Service Agreement.
- IV. MUTUAL RESPONSIBILITIES:** The City of McCook and Wildlife Services mutually agree to the following terms below. Upon termination of this Space Use Agreement, all property and equipment will be returned to the respective owner.
 - a. The City of McCook will provide a key to the office room, the City Auditorium building and the outdoor storage area to Wildlife Services.
 - b. The City of McCook is responsible for all maintenance and operations costs at the City Auditorium and outdoor storage area including utilities, janitorial services, lawn care, snow removal, etc.
 - c. Wildlife Services will provide their own office furniture and equipment and are responsible for cleaning their respective office room.
 - d. Wildlife Services will exercise diligence to keep all property and equipment safe, secure and functioning and will notify the City of McCook if concerning issues are discovered.
 - e. The City of McCook will allow Wildlife Services to use the internet service in the City Auditorium building.

- V. **LIABILITY:** The United States shall be liable, to the extent allowed by the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680), for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his/her employment, arising out of this Agreement. Wildlife Services assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).
- VI. **PERIOD OF AGREEMENT:** This Agreement shall commence on August 1, 2026 and continue through July 31, 2027. This Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal to the other party no less than thirty (30) days prior to the expiration of the then-current term.
- VII. **MODIFICATION OF AGREEMENT:** This Agreement may be modified in writing and by mutual agreement of both parties.
- VIII. **TERMINATION OF AGREEMENT:** This Agreement may be terminated by either party upon 60-day written notice to the other party.

Linda Taylor, Mayor
City of McCook

Date

Ryan Powers, District Supervisor
USDA-APHIS-Wildlife Services

Date

WS Agreement Number: _____-RA
WBS: _____
Cooperator PO: _____

COOPERATIVE SERVICE AGREEMENT
between
CITY OF MCCOOK, NEBRASKA
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to provide wildlife damage management assistance to the City of McCook (city property) and/or to individual private citizens within the corporate limits of McCook, Nebraska for management of nuisance or injurious wildlife as described in the attached Work Plan.

ARTICLE 2

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353. , to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide office space & outdoor storage space in lieu of payment for service in accordance with attached Space Use Agreement.
2. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
3. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 5

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from.

ARTICLE 6

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680). This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become effective on August 1, 2026 and shall continue until July 31, 2027. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

City of McCook
505 West C Street
McCook, NE 69001
308-345-2022

USDA-APHIS-Wildlife Services
302 West 5th Street
McCook, NE 69001
701-471-0416

Nate Schneider, City Manager

Date

Ryan Powers, District Supervisor

Date

WS Agreement Number: _____-RA

WBS: _____

Cooperator PO: _____

WORK PLAN

Wildlife Species: Wild birds and mammals.

Description of Damage: Wild birds and mammals that are creating a nuisance or are injurious to humans.

Location: Within the corporate limits of McCook, Nebraska

Services Provided: Provide assistance to the City of McCook and/or to individual private citizens utilizing an integrated wildlife damage management approach to alleviate human-wildlife conflicts. Activities may include technical assistance and/or operational assistance to protect natural resources, property and human health & safety.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation (40 hours)		\$3,224.54
Travel		
Vehicles		
Other Services		
Supplies and Materials		
Equipment		
Subtotal (Direct Charges)		\$3,224.54
Pooled Job Costs	11.00%	354.70
Indirect Costs	16.15%	\$520.76
Agreement Total		\$4,100.00
City of McCook – Office Space & Outdoor Storage Space (In Kind Support)		\$4,100.00
Amount Due		\$0.00

CITY MANAGER'S REPORT
AUGUST 17, 2026 CITY COUNCIL MEETING

ITEM: **2.F.**

RECOMMENDATION:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MILLER & ASSOCIATES CONSULTING ENGINEERS, P.C. FOR EPA CONGRESSIONALLY DIRECTED SPENDING (CDS) GRANT ADMINISTRATION SERVICES, PRELIMINARY AND FINAL DESIGN, AND CONSTRUCTION PHASE SERVICES FOR WATER TREATMENT PLANT IMPROVEMENTS.

BACKGROUND:

As discussed at the last Council Meeting, the City's second grant application through Senator Fischer's office in April 2025 for Fiscal Year 2026 was included in the FY2026 appropriations legislation signed into law on January 23, 2026. The grant award of \$3,200,000 through the U.S. Environmental Protection Agency (EPA) Community Grants Program to support improvements requires a minimum of 20 percent (20%) local match of \$800,000, resulting in a total project budget of \$4,000,000. This grant is a reimbursable grant through the EPA. The proposed projects will address aging infrastructure needs at the Water Treatment Plant identified as priority projects at the June 22, 2025 Council Meeting. These projects included treatment resin replacement, refurbishing treatment vessels and manway access entries, replacement of failing valves, upgrades to flow metering and integration to the WTP SCADA system, and replacement of the liquid sodium hypochlorite (disinfection chemical) generator.

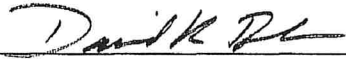
A brief summary of tasks required by the EPA grant is outlined below:

- Prepare EPA Work Plan for review and approval of proposed improvements
- Prepare EPA budget for review and approval for proposed improvements
- Coordinate Environmental Review and Cross-Cutting Agency Requirements for environmental report
- Submit necessary EPA Grant Application through Grants.gov following Work Plan approval and environmental clearance
- Complete project design and prepare Plans & Specifications for improvements
- Submit Plans & Specifications to EPA for review and approval
- Submit Plans & Specifications to DWEE for review and approval
- Advertise projects, respond to contractor questions, open bids, evaluate bids, and provide award recommendations for projects
- Conduct Preconstruction Conferences
- Provide Construction Observation and Administration, including review of contractor pay applications
- Conduct Final Project Closeout Documentation and Complete Punch Lists
- Prepare and submit required Performance Reports to EPA throughout the grant period and construction period

FISCAL IMPACT:

Funding for this project is being provided by the EPA Community Grants Program and City match.

APPROVALS:



David K. Blau, Project Engineer

Date: 8/12/2026

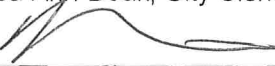
Pat Fawver, Director of Utilities

Date: _____



Lea Ann Doak, City Clerk

Date: 8/12/26



Nate Schneider, City Manager

Date: 8/12/26

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is between Miller & Associates Consulting Engineers, P.C., 1111 Central Avenue, Kearney, NE 68847 ("ENGINEER") and City of McCook, 505 West C Street, McCook, NE 69001 ("OWNER") for a PROJECT generally described as: *City of McCook Water Treatment Plant Renovations for CDS Funding*

ARTICLE 1. SCOPE OF SERVICES

The Scope of Services is set forth in Attachment A.

ARTICLE 2. COMPENSATION

ENGINEER'S compensation is set forth in Attachment B.

ARTICLE 3. TERMS OF PAYMENT

Payment to ENGINEER will be made as follows:

A. Invoices and Time of Payment

Monthly invoices will be issued by ENGINEER for all services performed under this AGREEMENT. Invoices are due and payable on receipt.

Upon completion of Services enumerated in Article 1, the final payment of any balance will be due upon receipt of the final invoice.

B. Interest

Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal. ENGINEER and OWNER understand that EPA funds cannot be used toward fees, penalties, or interest incurred by past-due invoices.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. OWNER will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

If OWNER fails to make payment in full to ENGINEER for services within 60 days of the date due for any uncontested billing, ENGINEER may, after giving 7 days' written notice to OWNER, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension of services.

ARTICLE 4. OBLIGATIONS OF ENGINEER

Amendments to Article 4, if any, are included in Attachment C.

A. General

ENGINEER will serve as OWNER's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary Services incidental thereto.

B. Standard of Care

The standard of care applicable to ENGINEER's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed.

C. Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.

D. ENGINEER's Personnel at Construction Site

The presence of duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

The presence of ENGINEER's personnel at a construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the Contract Documents.

E. Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analysis, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance

costs; competitive bidding procedures and market condition; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

F. Construction Progress Payments

Recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and opinion from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the Contract Documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractors that affect the amount that should be paid.

G. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

Record drawings will consist only of the signed and sealed set of drawings in hard copy form. Any computer-generated files on diskettes or tapes furnished by ENGINEER are for OWNER and others' convenience and to be utilized at user's sole risk.

ARTICLE 5. OBLIGATIONS OF OWNER

A. OWNER-Furnished Data

OWNER will provide ENGINEER with all data in OWNER's possession relating to ENGINEER's services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.

B. Access to Facilities and Property

OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of OWNER's facilities as may be

required in connection with ENGINEER's services, unless otherwise agreed to. OWNER will be responsible for all acts of OWNER's personnel when personnel are performing acts for ENGINEER.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for soil investigations and recommendations, advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's services or PROJECT construction.

D. Timely Review

OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions of consultants by OWNER in a timely manner.

E. Prompt Notice

OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any development that affects the scope or timing of ENGINEER's Services, or of any defect in the work of ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances and Indemnification

If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

If hazardous substances other than asbestos are suspected, ENGINEER will conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

To the maximum extent permitted by law, OWNER will indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation or dispute resolution expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under, or from the PROJECT.

G. Contractor Indemnification and Claims

OWNER agrees to include in all construction contracts the provisions of Article 4D, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.

H. Exclusion of Contractor Claims

OWNER agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the project, or their sureties, shall maintain no direct action against ENGINEER, ENGINEER's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with or resulting from the engineering services performed. OWNER will be the only beneficiary of any undertaking by ENGINEER."

I. OWNER's Insurance

- a) OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.
- b) OWNER will provide for a waiver of subrogation as to all OWNER-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, ENGINEER's officers, employees, agents, and subcontractors.
- c) OWNER will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite OWNER-furnished equipment and/or materials associated with ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design and will provide a waiver of subrogation as to ENGINEER and the construction contractor(s) (or OWNER), and their respective officers, employees, agents, affiliates, and subcontractors. OWNER will provide ENGINEER a copy of such policy.

J. Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. All such Services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed, and payment for such Services shall be in accordance with Article 3, unless and until there is a finding by a court or arbitrator that ENGINEER's sole negligence caused OWNER's damage.

K. Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

L. Services of ENGINEER

Unless this AGREEMENT is modified or terminated, OWNER will have all Services specified in this AGREEMENT performed by ENGINEER, employing ENGINEER's standard form and content of drawings, specifications, and Contract Documents, generally conforming to the standards, recommendations, and content of the Construction Specifications Institute (CSI) and Engineers Joint Contract Documents Committee (EJCDC), and subject to OWNER's review and approval.

ARTICLE 6. GENERAL LEGAL PROVISIONS

Amendments to Article 6, if any, are included in Attachment C.

A. Authorization to Proceed

Execution of this AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

B. Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse on another project, change, or alteration by OWNER or by others acting through or on behalf of OWNER of any such instruments of service without the written permission of ENGINEER will be at OWNER's sole risk. OWNER agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to such unauthorized reuse, change or alteration.

C. Force Majeure

ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER.

D. Limitation of Liability

To the maximum extent permitted by law, ENGINEER's liability for OWNER's damages for any cause or combination of causes will, in the aggregate, not exceed the compensation received by ENGINEER under this AGREEMENT. This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

E. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related close-out costs.

F. Suspension, Delay, or Interruption of Work

OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In the event of force majeure or said suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment, and cost of ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

G. No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third-party beneficiaries.

H. Assignment

This is a Bilateral Personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

I. Consequential Damages

In no event will ENGINEER, ENGINEER's affiliated corporations, officers, employees, or subcontractors be liable for special, indirect, or consequential damages, and in order to protect ENGINEER against indirect liability or third-party proceedings, OWNER will indemnify ENGINEER for any such loss or damage.

J. Interpretation and Waivers

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties and will apply to all the different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action, except the limitations will not apply to willful misconduct or gross negligence for limitation of liability of sole negligence for indemnification. Parties means OWNER and ENGINEER, and their officers, employees, agents, affiliates, and subcontractors. The parties also agree that OWNER will not seek damages in excess of the limitations indirectly through suits with other parties who may join ENGINEER as a third-party defendant.

K. Jurisdiction

The law of the State of Nebraska shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

L. Severability and Survival

If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

M. Contract Documents

Contract Documents are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for OWNER or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment

executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Scope of Services
Attachment B - Compensation
EPA Community Grants Program Requirements

IN WITNESS WHEREOF, the parties execute below:

For OWNER, City of McCook,

dated this ____ day of _____, 20____,

By: _____
Name Title

For ENGINEER, Miller & Associates, Consulting Engineers, P.C.

dated this 10 day of AUGUST, 20 26,

By: Chris Miller ENGINEER
Name Title

ATTACHMENT A

This attachment is to the AGREEMENT between Miller & Associates, Consulting Engineers, P.C., 1111 Central Avenue, Kearney, NE 68847 ("ENGINEER"), and City of McCook, 505 West C Street, McCook, NE 69001 ("OWNER") for a PROJECT generally described as: *City of McCook Water Treatment Plant*

ARTICLE 1. SCOPE OF SERVICES

The basic services are premised on the following scope of professional services:

Remove and replace Cation and Anion Resin for Arsenic, Uranium and Nitrate Treatment, replace/repair manway access ports, refurbish vessel interior and exterior coatings, evaluate and replace internal piping as needed due to manganese damage, replace valve actuators, integrate influent and effluent flow meters into SCADA system, replace failing sodium hypochlorite generator.

ENGINEER agrees to furnish OWNER the following specific services:

1.1 GENERAL

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil engineering services.

1.1.2 The ENGINEER will consult with regulatory agencies and other agencies with environmental concerns to obtain environmental concurrence, and incorporate concerns and actions into the project, if necessary.

1.1.3 The ENGINEER is aware this project is being funded in part by the U.S. Environmental Protection Agency (EPA). The ENGINEER will assist the OWNER with funding requirements, which may include Environmental Review Process, final funding applications, and other items that may be requested from the OWNER's funding agency.

1.1.4 The ENGINEER will prepare the required progress reports, Labor Standards Enforcement duties that are required due to the Davis-Bacon and Related Acts requirements, and other requirements of the funding agencies.

1.2 PRELIMINARY DESIGN PHASE

The ENGINEER shall:

1.2.1 Perform any required topographic survey of the project site, including utility marked underground utilities.

1.2.2 Prepare work plan for EPA review and approval for CDS Funding.

1.2.3 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.2.4 Furnish one copy of the above preliminary design documents and present and review them with OWNER.

- 1.2.5 Prepare and present public hearing as required by funding agencies.
- 1.2.6 OWNER to complete new recipient training.
- 1.2.7 Coordinate environmental review and cross cutting agency requirements.
- 1.2.8 Assist OWNER with EPA grant application if needed thru grants.gov.

1.3 FINAL DESIGN PHASE

After authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted preliminary design documents, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.3.3 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.3.4 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.3.5 Prepare for review and approval by OWNER, his legal counsel and other advisors, contract agreement forms, general conditions and supplemental conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.3.5.1 Design and Bidding documents will include the required EPA Community Grant Federal Regulations pertaining to the Contractor requirements such as Davis-Bacon Wage Rates, American Iron and Steel Act, and the Build America, Buy America Act.

1.3.5.2 ENGINEER will assist the OWNER in completing the required Federal NEPA Review for this project, as required by the EPA Community Grant Funds.

1.3.5.3 ENGINEER will provide review of the Contractor's EPA Community Grant requirements set forth in the Bidding Documents.

1.3.6 Furnish two copies of the above documents and present and review them in person with OWNER.

1.3.7 Submit Drawings and Specifications and other documentation as may be required to EPA and the Nebraska Department of Water, Energy & Environment (DWEE) – Public Water Section for review of the project. Any review fees due to NDEE shall be the responsibility of the OWNER.

1.4 EPA COMMUNITY GRANTS PROGRAM REQUIREMENTS

1.4.1 The ENGINEER shall perform or ascertain compliance with the following in accordance with the funding requirements:

- 1. Compliance with Davis-Bacon Requirements will be the Contractors responsibility and will be included as part of the bidding documents.

2. Funding Specialist, Grant Administration, and Labor Compliance Services related to the EPA Community Grants Program will be performed by the ENGINEER, if requested by the OWNER.
3. Performance Reports required by the EPA Community Grants Program will be completed in cooperation with the OWNER.
4. Develop and submit work plan for approval.
5. Provisions for termination are provided in Article 6. General Legal Provisions and will also be in compliance with 200 App II(B).
6. Access to pertinent contract records is provided to the OWNER, EPA, US Comptroller General, or any duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions. [200.337(a)]
7. ENGINEER will retain contract records for 3 years after final payment is made and all other pending matters are closed.
8. ENGINEER will comply with Clean Air Act (42 USC 7401-7671q), the Federal Water Pollution Control Act (33 USC 1251-1387) , and all other applicable standards, orders, and regulations.
9. Certification Regarding Lobbying (attached to end of Agreement)
10. Certification Regarding Debarment/Suspension (attached to end of Agreement)
11. The ENGINEER agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program, contained in 40 CFR, Part 33, including any updates or executive orders, if utilizing subconsultants on this project.
12. The parties agree that any claim, dispute or controversy arising out of or relating to this Agreement or the breach thereof that cannot be resolved through discussions by the parties shall be decided by a court of competent jurisdiction. Nothing herein shall prohibit the parties from mediating disputes if mediation is mutually agreeable. Parties agree to exhaust all administrative remedies before protesting to the Environmental Protection Agency, whose review will be limited to i) violation of Federal law and regulations and ii) violations of the Grantee's or Subgrantee's protect procedures for failure to review a complaint or protest.

1.4 BIDDING OR NEGOTIATING PHASE

After authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

- 1.4.1 Assist OWNER in obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services.
- 1.4.2 Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5 CONSTRUCTION PHASE SERVICES

During the Construction Phase ENGINEER shall:

- 1.5.1 Consult with and advise OWNER and act as his representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.
- 1.5.2 Prepare pre-construction agenda, advise and act as OWNER's representative during the meeting. Schedule, conduct and prepare minutes of pre-construction conference.

1.5.3 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents.

1.5.4 Review and approve (or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Contract Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgement to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

1.5.5 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examination have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incidental thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.5.6 Prepare and furnish to OWNER a set of Project Record Drawings showing appropriate record information based on Project documentation received from ENGINEER'S construction resident and Contractor.

1.5.7 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to the OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.5.4.

1.5.8 Collect and review contractor submitted weekly payrolls for compliance with wage requirements. Conduct contractor employee wage interviews at intervals required by the regulatory agency. Consult with Contractor on any deficiencies to allow for correction in accordance with guidelines.

1.6 POST-CONSTRUCTION PHASE

Upon written authorization from OWNER during the Post-Construction Phase, ENGINEER shall:

1.6.1 Provide assistance to OWNER in connection with the refining and adjusting of Project equipment or system, in training OWNER's staff to operate and maintain the Project, equipment, and system, and, in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

1.6.2 Together with OWNER, visit the Project to observe apparent defects in the completed Work, assist OWNER in consultations and discussions with Contractor concerning correction of such defects, and make recommendations as to replacement or correction of defective Work.

1.6.3 Perform or provide the following additional Post-Construction Phase tasks or deliverables: Assemble and provide the OWNER and regulatory agency with an Operation and Maintenance Manual for the sodium hypochlorite generator. Replacement of like equipment.

1.6.4 In company with OWNER (or OWNER's representative), perform a warranty inspection of the Project in the 11th month following Substantial Completion to ascertain whether items of Construction are subject to correction.

The Post-Construction Phase services may commence during the Construction Phase and will terminate one year after the date of Substantial Completion.

1.7 ADDITIONAL SERVICES REQUIRING OWNER'S AUTHORIZATION IN ADVANCE

If authorized in writing by OWNER, and with AGENCY concurrence, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Attachment B of the Agreement.

1.7.1 Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project. [This does not include the environmental process that the ENGINEER will be conducting as delineated in Section 1.1 of Attachment A]

1.7.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

1.7.3 Services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control; redesign to reduce Project costs to within the funds available.

1.7.4 Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.

1.7.5 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance and overhead expenses; the preparation of detailed cash flow and economic

evaluations and appraisals; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed audits or inventories required in connection with construction performed by OWNER.

1.7.6. Furnishing services of ENGINEER's Consultants for other than Basic Services.

1.7.7. Services attributable to more than 2 prime construction contracts.

1.7.8. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.

1.7.9. 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 available funds are considered additional services.

1.7.10. Providing Construction Phase Services beyond the Contract Times set forth in Attachment B.

1.7.11. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under Section 1.6.

1.7.12. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.

1.7.13. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.

1.7.14. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.

1.7.15. Assistance provided by ENGINEER to OWNER more than the services specified in Section 1.6.

1.7.16. Legal Land Surveys.

1.7.17. Preparation of a Storm Water Pollution Prevention Plan (SWPPP) to comply with site sediment and erosion control measures, if the development area is more than 1-acre. SWPPP will be in accordance with the Nebraska Department of Water, Energy & Environment (DWEE) regulations, concerning the general National Pollutant Discharge Elimination System (NPDES) permit (Number NER210000) for storm water discharge. Maintaining and updating the SWPPP, including conducting regular site inspections and maintaining all records, in accordance with the SWPPP and the General Permit.

1.7.18. Conducting regular site inspections and maintaining all records, in accordance with the SWPPP and the General Permit.

1.7.19. Performing Soil and Concrete Testing.

1.7.20. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

This Attachment A supersedes all prior written or oral understandings of the Scope of Services and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, City of McCook

dated this _____ day of _____, 20 _____,

By: _____
Name Title

For ENGINEER, Miller & Associates, Consulting Engineers, P.C.

dated this 10 day of AUGUST, 2026,

By: Chris Miller ENGINEER
Name Title

ATTACHMENT B

This Attachment is to the AGREEMENT between Miller & Associates, Consulting Engineers, P.C., 1111 Central Avenue, Kearney, NE 68847 ("ENGINEER"), and City of McCook, 505 West C Street, McCook, NE 69001 ("OWNER") for a PROJECT generally described as: *City of McCook Water Treatment Plant*

ARTICLE 2. COMPENSATION

Compensation by OWNER to ENGINEER will be as follows:

A. LUMP SUM

For design services enumerated in ATTACHMENT A, Sections 1.1 through 1.4, inclusive, the lump sum fee is as follows:

Preliminary, Final Design & Bidding Services (Sections 1.1-1.4)	\$129,800
Work Plan	\$1,200
Environmental Requirements (Section 1.1.2 & 1.1.3)	\$2,500
EPA Community Grants Program Requirements/ Quarterly Reporting (Section 1.4)	\$2,800

B. HOURLY CONSTRUCTION PHASE SERVICES

Construction Phase Services, as outlined in ATTACHMENT A, Section 1.5, required and requested by the OWNER will be invoiced at an hourly fee in accordance with the schedule shown below. The hourly fee amount will not exceed the maximum of \$79,000. This hourly fee is in addition to the above outlined fee in Article 2, Part A. 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.

Hourly Costs used as a basis for payment mean rates as outlined for all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, funding specialists, specification writers, estimators, other technical and business personnel. Funding staff will perform the required paperwork for EPA compliance, pertaining to the labor standards requirements as well as other regulatory requirements pertaining to the funding. For the purposes of this Agreement the ENGINEER and their current hourly fees are:

<u>Employee Classification</u>	<u>Rate</u>
Professional Engineer	\$140.00 hour
Structural Engineer	\$140.00 hour
Architectural Manager	\$115.00 hour
Registered Land Surveyor	\$95.00 hour
Senior Design Technician	\$90.00 hour
Graphic Designer	\$95.00 hour
Environmental Technician	\$100.00 hour
Drone w/Operator	\$130.00 hour
Funding Specialist	\$80.00 hour
Technician / Resident Project Representative	\$80.00 hour
GIS	\$125.00 hour
CAD Draftsperson	\$80.00 hour
Clerical/Support Staff	\$60.00 hour
Mileage	IRS Rate
Reproduction Services & Shipping	@ Cost
Per Diem	@ Cost

D. REGULATORY REVIEW FEES AND PERMITS

The Nebraska Department of Water, Energy & Environment is required to review the bidding documents. Their fee is \$100 + ½% of Construction Cost. This review fee will be in addition to the design fee, and will be paid directly by the OWNER, or reimbursed to the ENGINEER by the OWNER.

Any other permit and review fees will be the responsibility of the OWNER.

C. POST CONSTRUCTION PHASE SERVICES

Post construction phase services, as outlined in ATTACHMENT A, Section 1.6, requested by the OWNER will be invoiced on a lump sum fee basis. The lump sum fee is as follows:

Three Thousand Five Hundred Dollars (\$3,500.00)

D. ADDITIONAL SERVICES

Additional Services are defined in ATTACHMENT A, Section 1.7. Additional Services will be compensated on the basis of scheduled hourly fees and associated non-labor expenses agreed upon by the Owner.

F. RENEGOTIATION OF COMPENSATION

The fee is based on immediate authorization to proceed and timely completion of the PROJECT. If the PROJECT timing deviates from the assumed schedule for causes beyond ENGINEER's control, ENGINEER reserves the right to request renegotiation of those portions of the fee affected by the time change.

This Attachment B supersedes all prior written or oral understandings of the Compensation and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, City of McCook,

dated this _____ day of _____, 20 _____,

By: _____
Name Title

For ENGINEER, Miller & Associates, Consulting Engineers, P.C.,

dated this 10 day of AUGUST, 20 26,

By: Chris Miller ENGINEER
Name Title

Debarments and Suspensions

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: <https://sam.gov>. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the EPA to be a non-responsive bidder and will not be able to receive Community Grants funding.

United States Environmental Protection Agency Washington, DC 20460
**Certification Regarding Debarment, Suspension,
and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative	Date
Printed Name	Title

☐ I am unable to certify to the above statements. My explanation is attached.



United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

OMB Control No. 2030-0020
Approval expires 02/28/2029

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.25 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CHRIS A. MILLER

Typed Name & Title of Authorized Representative

Chris A. Miller 8/10/26

Signature and Date of Authorized Representative

CITY MANAGER'S REPORT
AUGUST 17, 2026 CITY COUNCIL MEETING

ITEM: **2.G.**

RECOMMENDATION – Approve the contract between the City of McCook and Red Willow County for public safety dispatching services and authorize the mayor to sign.

BACKGROUND:

The City of McCook Communications Center provides dispatching services to the Red Willow County Sheriff's Office. The contract for those services expired on June 30, 2026.

The city proposed a new contract for dispatching services, where the county would reimburse the city for 15 percent of the total operating costs of the communications center. Based on the data used to compute the rate of reimbursement and then factoring in updated costs to the city equated to a 2.9 percent increase in the contracted amount. The proposed contract has a one year term.

A signed copy of the agreement was provided to the city for the council to review and authorize the mayor to sign.

**FISCAL
IMPACT:** None.

APPROVALS:



Kevin Hodgson, Police Chief

August 12, 2026



Nathan A. Schneider, City Manager

August 12, 2026

**City of McCook Public Safety Answering Point
Dispatching Services Agreement**

THIS AGREEMENT made and entered into this 10th day of August, 2026, by and between the City of McCook, Nebraska, hereinafter referred to as the "City", and the County of Red Willow, Nebraska, hereinafter referred to as the "County".

WHEREAS, the City operates a 24-hour Public Safety Answering Point, hereinafter referred to as "PSAP" at the City of McCook municipal building, located at 505 West C St., McCook, Nebraska, and,

WHEREAS, the PSAP provides radio dispatch services for law enforcement agencies, fire protection agencies, and emergency services in Red Willow County, Nebraska, and,

WHEREAS, the County's Sheriff's Office maintains a facility accessible to the public between the hours of 8:00 am and ^{4:00}~~4:30~~ pm, Monday through Friday, excluding holidays and weekends, and,

WHEREAS, the City and County desire to establish the terms and conditions of an agreement whereby the City will provide the County 24-hour PSAP services.

NOW, THEREFORE, it shall be the purpose of this agreement to establish the terms and conditions whereby the City will provide the County 24-hour per day radio dispatch services, personnel to operate such PSAP, 24-hour access to the FBI files and entry of documentation into those files through a CLEIN terminal, to specify the responsibilities of the City and the County in the provision of the radio dispatch services, and the maintenance of the equipment at the PSAP operated by the City,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE CITY AND THE COUNTY AS HEREIN BELOW SET FORTH:

Section 1. Facilities, The City agrees that it will provide a 24-hour per day PSAP to provide services for the Red Willow County Sheriff's Office. The facility will be located at the current City municipal building located at 505 West C St., McCook, Nebraska, and shall be operated by and under the direction of the City from the date this agreement is executed until the date of termination of this agreement. It is understood and agreed that the responsibility assumed by the City under this agreement shall extend only to the City's good faith performance and shall not be deemed to require the City to be responsible for actions beyond its control, such as catastrophic physical damage to its facilities, or change in laws or regulations substantially modifying the basis on which the facilities are to be provided.

Section 2. Services. The City agrees to provide 24-hour per day radio dispatch services to law enforcement agencies having jurisdiction within Red Willow County. The City and County agree that the Sheriff's Office will provide a programmed base station radio with a frequency dedicated to the Sheriff's Office personnel and capable of being added to the City's PSAP dispatch console. Said frequency shall be licensed to the County. In addition to a 24-hour per day PSAP, the City agrees to provide the County with a daily log of all radio calls involving the Sheriff's Office personnel. The City also agrees to provide the County documentation of all messages and information received for County personnel at the PSAP. The City agrees to receive telephone calls for the County's Sheriff's Office between the hours of ^{7:00}~~4:30~~ pm and 8:00 am, Monday through Friday, and on weekends and holidays. The City agrees to provide the County with NCIC/NCIS teletype services through accessing the State and FBI files through the CLEIN network. The County agrees to provide the City with documentation of completion of CJIS Security training, which allows the City's PSAP to share such NCIC/NCIS information with the County's personnel.

Section 3. Personnel. In addition to providing a PSAP, the City agrees to provide certified employees trained in the operation of the radio dispatch equipment, the CLEIN network, and the City's computer system.

Section 4. Insurance. During the term of this agreement, the City shall maintain suitable liability insurance coverage to protect against liability incurred as a result of its operation of the PSAP.

Section 5. Equipment. During the term of this agreement, the County will provide and maintain in good repair such radio and radio equipment as necessary for the City to provide to the County the radio dispatch services described herein. The County agrees to maintain the licensing of the frequency or frequencies used by the County's Sheriff's Office. The County agrees to maintain in good working condition any radio transmission towers to facilitate radio dispatching services. The City agrees to provide and maintain in good condition such other equipment as is necessary to operate the PSAP located at the City municipal building.

Section 6. Compensation. As compensation, the County shall pay the City the sum of \$110,483.00, or \$9,206.92 per month, for services described herein from July 1, 2026, to June 30, 2027. The County shall be billed and remit payment monthly.

Section 7. Term of Agreement. This agreement supersedes the agreement with the County dated May 3, 2023, and shall be for the term commencing on July 1, 2026, and continuing through June 30, 2027. During this term, the City and County shall negotiate an agreement for an agreeable term of years.

Section 8. Miscellaneous. Both the City and County agree to cooperate with each other to facilitate the provision of the radio services so as not to disrupt or interfere with the radio dispatch services currently provided to law enforcement agencies having jurisdiction within the City of McCook and Red Willow County and radio dispatch services currently provided to the City of McCook Fire and Emergency Services within those jurisdictions. Each agency shall

maintain its own responsibility for the retention of radio dispatch and other records pertaining to the operation of those agencies.

The City and County do hereby affix their signatures and bind themselves, their successors, and assigns to the faithful performance of the terms and conditions of this agreement.

City of McCook

By: _____
Linda Taylor – Mayor

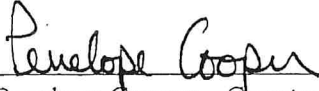
Attest:

Lea Ann Doak – City Clerk

Red Willow County Commissioners

By:  _____
Ted Gans – Chairman

Attest:

 _____
Penelope Cooper – County Clerk



McCook Police Department

Chief Kevin A. Hodgson

505 W. C St. McCook, NE 69001 308.345.3450

June 10, 2026

Red Willow County Sheriff
516 Norris Ave.
McCook, NE 69001

Sheriff,

The current contract for dispatching services is set to expire on June 30, 2026. Section 7 acknowledges that the City of McCook and the County of Red Willow will, during the course of the contract, come to an agreement of an agreeable term of years. This letter, in part, is making that attempt on the part of the City of McCook to fulfill that clause.

Looking at the last year, the total operating costs for the City of McCook's dispatch center has experienced a slight increase. When computing the numbers we show that the City of McCook's costs \$20,774.84. Per the current agreement, fifteen percent of that number is \$3,116.23. If agreed to, this would increase the county costs from \$107,367.00 to \$110,483.00 which is a 2.9% increase.

Our opening proposal is that we agree to a new contract for a term of years and agree to a 3% automatic multiplier over the term of the agreement.

Again, the purpose of this letter is not to bring hard costs to the Commissioners or the City Council, but to abide by agreement as outlined in Section 7 of the current agreement. In other words, a starting point for a discussion. We would like to find time to sit down and discuss this matter further.

Sincerely,

A handwritten signature in black ink that reads "Kevin A. Hodgson".

Kevin A. Hodgson
Chief of Police

CITY MANAGER'S REPORT
AUGUST 17, 2026 CITY COUNCIL MEETING

ITEM: **2.H.**

Receive and file the claims for the month of July 2026, published August 11, 2026.

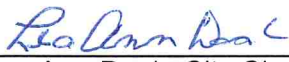
BACKGROUND:

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

August 12, 2026



Tera Koetter, Assistant City Manager

August 12, 2026



Nathan A. Schneider, City Manager

August 12, 2026

CITY OF MCCOOK
CLAIMS FOR JULY 2026

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

ACE-S 3539.38; ACME PRINTING-SC 3420.00; ; ADAM MARSHAL LAND & AUC-CO 6700.00; AKRS- S 1706.24; AMAZON- SC 150.04, S 2130.77; AMERICAN AG LAB-SC 3033.94; AMERITAS-CLAIMS-SC 10864.62; AMERITAS DENTAL-SC 447.75; ANYTIME TRI-STATE TOWING-SC 500.00; AR REFUND-SC 455.00; ARNOLD MOTOR SUPPLY-S 1699.11; ARROW CAR WASH-S 4.28; AT&T-SC 451.40; AURORA COOP-S 16437.85; AVFUEL CORP-S 26751.91; BLACK HILLS ENERGY-SC 1043.14, S 149.75; BOMGAARS-S 430.57; BROOKS CONST-S 8700.00; BW TELCOM-SC 144.14; C&K-S 246.81; CAMBRIDGE TELEPHONE-SC 234.12; CAROLINA SOFTWARE-S 200.00; CASH WA-S 26314.71; CENTURY LINK-SC 13619.24; CITTA DELI-CO 3342.18; CITY OF MCCOOK-PS 808932.93; CITY SELF INS-BT 200191.50; SALES TAX-BT 55070.62; TRANSFER STATION-S 5220.92; UTILITIES-S 78.80, SC 26911.34; CIVIC PLUS-SC 7924.77; CLINE WILLIAMS, WRIGHT JOHNNSON-SC 35.00; COMFORT INN-SC 139.00; COMMUNITY HOSPITAL-SC 4605.41, CO 26565.00; CREATIVE LINES-S 75.00; J CROCKER-S 152.84; CROELL-CO 1653.00; CULLIGAN-S 52.50; F CUMMINS-SC 98.00; D&S HARDWARE-S 3542.22; DAS-SC 1074.04, S 66.00; DEMCO-S 319.70; DEVENY-CO 43353.00, S 1711.28; DVORAK LAW-SC 5949.78; EAKES- S 1166.93, SC 13508.54, CO 4298.31; ELLERBROCK-NORRIS-SC 1250.00; ELLIOTT EQ-CO 2816.00; ENVIRONMENTAL ANALYSIS-SC 266.40; FICA-PS 41950.80; FLOYD'S TRUCK CENTER-S 321.90; FREEDOM AND GLORY-S 4131.07; FVC-S 1561.73; FRONTIER COMMUNICATIONS-SC 34.19; GARDNE THYME-S 171.95; GARRISONS-S 126.50; GEO-COMM-SC 14068.00; GLASS EXPRESS-S 35.16; GREAT PLAINS COMM-SC 3227.40, S 178.89; GWORKS-SC 850.00; HANCOCK LUMBER-S 237.66; HAWKINS, INC-S 4093.97; HEARTLAND NEW HOLLAND-S 200.28; HG KLUG SONS-S 284.80; HINKLE TERMITE & PEST-S 476.00; HOMETOWN LEASING-SC 1132.53; HONORBOUND IT-S 300.00; HYDROVAC SUPPLY-S 325.59; IDEAL LINEN-S 192.78; IFIT-SC 2258.99; ISLAND SPRINKLER SUPPLY-S 1425.33; J BAR J LANDFILL-SC 70352.32; JOHNSON CONTROLS-S 1786.92; K & C GRAIN-S 43567.50; K-C MOTOR & ELEC-S 25.00; LIFE-ASSIST-S 781.48; LUMACURVE AIRFIELD SIGNS-S 1151.78; MACQUEEN EQ-S 638.18; MAMMOTH SPORTS CONST.-CO 531819.30; MARC-S 264.55; MARIS GEN CONST-S 317.13; MCCOOK CONCRETE-S 1283.55; MC GAZETTE-SC 1465.64, S 12.69; MC HUMANE SOCIETY-S 5186.05; MPPD-SC 1469.10; MCNET -SC 109.90; MCKESSON MEDICAL-S 387.25; MEAD-S 186.96; MEDC-LB840 PAYMENTS-SC 18333.33; MEDICARE-PS 11419.72; MICHAEL TODD IND'L-CO 24102.00, S 600.00; MICROMARKETING-S

4155.36; MIDWEST CONNECT-S 324.69, SC 2377.67; MILCO-SC 1046.30; MILLER & ASSOC.-CO 107380.00, SC 280.00; B. MINTLING-S 5460.00; MNB INS-SC 50.00; MONTGOMERY COUNTY ESD 9-SC 39000.00; MOUSEL, BROOKS, SCHNEIDER, MUSTION, & SCHIFFLET-SC 2893.00; MUNICIPAL PIPE-S 2503.41; MUNICIPAL SUPPLY- CO 5409.83, S 21832.06; MUTUAL OF OMAHA-SC 1343.06; NE DEPT OF AG-SC 92.00; NE DEPT REV/MOTOR FUELS-SC 3308.00; NE DEPT OF REV/LOTTERY-SC 3402.00; NE DEPT REV SALES/LODGING TAX-SC 15471.40; NE PUBLIC HEALTH ENV-SC 157.00; NEBRASKA LAND TIRE-S 3280.09, SC 220.00; NICK'S DIST-S 3707.40, SC 103.00; NORTH PLATTE TELEGRAPH-S 735.39; NPPD- SC 42916.80, S 405.92; NWEA-SC 360.00; O'REILLY AUTO PARTS-S 260.81; OCLC-SC 2108.73; ODEYS, INC-S 488.83; ODISS ENT-S 1133.00; Z. OLIVER-S 9135.00; ONE BILLING SOLUTIONS-SC 4658.26; PAPER TIGER-S 106.00; PAULSEN INC-S 340.00; PETROTEK ENG-SC 962.11; PLATTE RIVER PAINT-S 1432.40; PLATTE VALLEY COMM-S 310.00; PLEASANT VALLEY FISH FARM-S 800.00; POLYDYNE-S 1620.00; PRIME SOLUTIONS-S 115.42; QUADIENT FINANCE-SC 2837.12, S 162.88; QUADIENT LEASING-SC 600.18; QUALITY URGENT CARE-SC 2270.00; QUILL-S 258.66; RWCO CLERK-SC 3635.39; REMBOLT LUDTKE-SC 420.00; S RENNER-SC 150.00, S 251.10; REWARD COMMITTEE-SC 2500.00; RIVISTAS-S 1108.07; ROCHESTER MIDLAND-S 612.36; RUGGLES TRAILER-S 152.85; RUTT'S HEATING/AC-S 2544.50; N. SCHNEIDER-SC 252.18; SCHOLASTIC-S 951.00; SHELCO CONST-CO 83770.65; SOUTHWEST FARM & AUTO-S 1200.43; T STEWART-S 6840.00; SUBWAY-S 262.25; TITAN MACHINERY-S 4643.31; TREE REBATE-S 75.00; TK ELEVATOR-S 429.00; TRAVELERS-SC 223622.72, S 4018.87; TREVIPAY-WALMART-S 2325.24, SC 4.56; TRI AIR TESTING-SC 268.00; TYLER TECH-SC 22.40; UMR-SC 148056.94; US TREASURY-SC 572.08; US FOODS-S 872.13; USA BLUEBOOK-S 114.32; UTILITY REFUNDS-S 8.91; VAN DIEST SUPPLY-S 535.70; VERIZON-SC 5022.85; VOLZ-SC 15664.70, S 809.05; W DESIGN-CO 16495.269; WAGNER FORD TOYOTA- S156.35; WEST CENTRAL NE-SC 13625.00; WEX BANK-SC 417.37, S 22071.53; J WHITE-SC 98.00; WITMER PUBLIC SAFETY-S 205.17; WPCI-SC 32.00; ZOLL-S 505.56.

-s-Lea Ann Doak, City Clerk

PUBLISH: AUGUST 11, 2026

CITY MANAGER'S REPORT
AUGUST 17, 2026 CITY COUNCIL MEETING

ITEM: 2.I.

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Planning Commission - appoint Timothy "TJ" Renner - term expires September 2029 and reappoint Kurt Vosburg and Jesse Stevens - terms expire September 2029

BACKGROUND:

The Mayor has contacted all appointees and they are willing to serve on the Planning Commission.

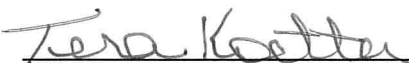
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 12, 2026



Tera Koetter, Assistant City Manager

August 12, 2026



Nate Schneider, City Manager

August 12, 2026

PLANNING COMMISSION

KELLY HAMMERLUN

Appointed - October 2025

Term Expires - September 2028 (Replaced Ron Friehe)
(Extra Territorial Representative)

CAMY BRADLEY

1714 West 2nd Street

Appointed - September 2017 (Replaced Terri Shipshock)

Reappointed - September 2025

Term Expires - September 2028

TAMMIE HILKER

512 East 5th

Appointed - September 1995

Reappointed - September 2025 LOGIN SPARQ thilker@alloysp.com - old email

Term Expires - September 2028

DAVID BREWSTER

1704 W 2nd

Appointed - June 2026 (Replaced Bruce McDowell)

Term Expires - September 2028

TIMOTHY "TJ" RENNER

1608 Norris Avenue

Appointed - August 2026 (Replaced Matt Davidson)

Term Expires - September 2026=9

KURT VOSBURG

#13 Wedgewood

Appointed - November 2005

Reappointed - August 2026

Term Expires - September 2029

JESSE STEVENS

1606 West 2nd Street

Appointed - September 2015 (replaced Lonnie Anderson)

Reappointed - August 2026

Term Expires - September 2029

CHAD LYONS*

1201 West 2nd Street

Appointed - September 2009 (replaced Dan Miller)

Reappointed - October 2024

Term Expires - September 2027

JAMIE MOCKRY

1614 West 2nd Street

Appointed - June 2021 (Replaced Katie Graham)

Reappointed - October 2024

Term Expires - September 2027

BOBBY GAULKE - ALTERNATE

Appointed - June 2025 (Replaced Mark Currier)

Term Expires - March 2027

*Denotes Chairperson - 3 yr. Terms

CITY MANAGER'S REPORT
AUGUST 17, 2026 CITY COUNCIL MEETING

ITEM: 2.J.

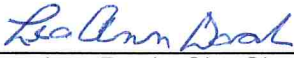
Approve the application for a Special Designated Liquor License (SDL) submitted by The Bear Cave Café & Lounge, Liquor License #157305 for a reception to be held at the Red Willow County Fairgrounds 4-H Building, 1412 West 5th Street, on August 29, 2026 from 4:00 P.M. to 1:00 A.M.

BACKGROUND:

The Bear Cave will be catering this event. They are making application to allow them to serve alcohol at this temporary location. According to policy set by the Council in October '23, any applicant applying for a SDL who has not previously applied for one shall be taken to the Council for approval. No previous SDL application has been applied for by The Bear Cave.

FISCAL
IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

August 13, 2026

SDL - LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lec.sdl.licensing@nebraska.gov
WEBSITE: www.lec.nebraska.gov

License # 157305 Licensee Name/Non-Profit Organization The Bear Cave Cafe & Lounge

Event location name: McCook Fair (4 H Building)
Event address/location: 1412 W 5th St
601 Sunset Rd. McCook, NE 68001

Event Type: Reception

Event date(s): 8/29

Event start time(s): 4:00pm

Event end time(s): 1:00am

Indoor area to be licensed in length & width: 65 x 80

Outdoor area to be licensed in length & width: _____ x _____ (Must submit a diagram)

Estimated number of attendees: 500

Alternate dates/times: N/A

Alternate location name/location: N/A

Type of alcohol to be served: Beer ☒ Wine _____ Distilled Spirits ☒

Event contact name: KamiDawn May Event contact phone number: 308-830-5135

Event contact Email: Kami.dawn45@gmail.com

*Signature Authorized Representative: KMay

Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

CITY MANAGER'S REPORT
AUGUST 17, 2026 MCCOOK CITY COUNCIL MEETING

ITEM NO. **3.A.** Presentation from Emma Castor with West Central Nebraska Development District (WCNDD) in regards to properties in their designated area that should be rescinded from previous declaration of nuisance and properties that need abatement.

ITEM NO. **3.B.** Approve Resolution No. 2026-19 approving the rescinding of a portion of Resolution No. 2026-15 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. **3.C.** Approve WCNDD's Motion to Abate for properties located at 212 E 3rd St., 210 E 5th St., 210 E 6th St, 606 E C St., 409 E 5th St., and 404 E 5th St., all located in McCook, NE.

BACKGROUND:

WCNDD evaluated properties in their designated area. Letters were then sent out by WCNDD to property owners in that area that were in violation of McCook's Code of Ordinances requesting that these violations be resolved. WCNDD has done follow-up evaluations. Emma Castor, with WCNDD, will give a PowerPoint presentation in regards to properties in their designated area that need to be abated and show that a portion of the nuisance violations declared in Resolution No. 2026-15 have been abated and cleared of nuisances and should be rescinded from the resolution.

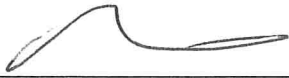
WCNDD is requesting the City Council approve Resolution 2026-19 which rescinds a portion of Resolution No. 2026-15 on the following property:

2026 MCC 6 - 207 E 2nd St., McCook, NE

WCNDD is requesting the City Council to approve their Motion to Abate the following properties:

2026 MCC 2 - 212 E 3rd St., McCook, NE
2026 MCC 8 - 210 E 5th St., McCook, NE
2026 MCC 12 - 210 E 6th St., McCook, NE
2026 MCC 14 - 606 E C St., McCook, NE
2026 MCC 25 - 409 E 5th St., McCook, NE
2026 MCC 32 - 404 E 5th St., McCook, NE

APPROVALS:

A handwritten signature in black ink, appearing to read 'Nathan A. Schneider', written over a horizontal line.

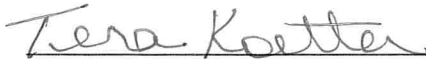
Nathan A. Schneider, City Manager

August 12, 2026

A handwritten signature in blue ink, appearing to read 'Lea Ann Doak', written over a horizontal line.

Lea Ann Doak, City Clerk

August 12, 2026

A handwritten signature in black ink, appearing to read 'Tera Koetter', written over a horizontal line.

Tera Koetter, Assistant City Manager

August 12, 2026

RESOLUTION NO. 2026-19
Rescinding Nuisance Properties in Resolution No. 2026-15

WHEREAS, the City of McCook (hereinafter the City) is engaged in a Nuisance Abatement Process; and

WHEREAS, the City appointed the West Central Nebraska Development District (WCNDD) as Nuisance Officer; and

WHEREAS, WCNDD identified and confirmed that in its opinion a nuisance exists as defined by Federal, State, City law; and City Council, at a regular meeting, identified nuisance property, supported by evidence; and

WHEREAS, WCNDD now has evidence that certain nuisance violations declared in Resolution No. 2026-15, are abated and the property cleared of nuisances.

NOW THEREFORE, BE IT RESOLVED, that the City of McCook rescinds Resolution No. 2026-15 on the following property:

CASE NO. ____PID/PHYSICAL ADDRESS

2026 MCC 6 - 207 E 2nd St., McCook, NE

PASSED AND APPROVED this 17th day of August, 2026.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
AUGUST 17, 2026 MCCOOK CITY COUNCIL MEETING

ITEM NO. 3.A. Presentation from Emma Castor with West Central Nebraska Development District (WCNDD) in regards to properties in their designated area that should be rescinded from previous declaration of nuisance and properties that need abatement.

ITEM NO. 3.B. Approve Resolution No. 2026-19 approving the rescinding of a portion of Resolution No. 2026-15 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. 3.C. Approve WCNDD's Motion to Abate for properties located at 212 E 3rd St., 210 E 5th St., 210 E 6th St, 606 E C St., 409 E 5th St., and 404 E 5th St., all located in McCook, NE.

BACKGROUND:

WCNDD evaluated properties in their designated area. Letters were then sent out by WCNDD to property owners in that area that were in violation of McCook's Code of Ordinances requesting that these violations be resolved. WCNDD has done follow-up evaluations. Emma Castor, with WCNDD, will give a PowerPoint presentation in regards to properties in their designated area that need to be abated and show that a portion of the nuisance violations declared in Resolution No. 2026-15 have been abated and cleared of nuisances and should be rescinded from the resolution.

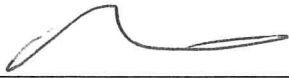
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2026 MCC 14 - 606 E C St., McCook, NE
2026 MCC 25 - 409 E 5th St., McCook, NE
2026 MCC 32 - 404 E 5th St., McCook, NE

APPROVALS:

A handwritten signature in black ink, appearing to read 'Nathan A. Schneider', written over a horizontal line.

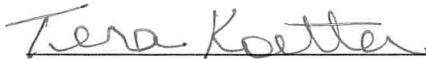
Nathan A. Schneider, City Manager

August 12, 2026

A handwritten signature in blue ink, appearing to read 'Lea Ann Doak', written over a horizontal line.

Lea Ann Doak, City Clerk

August 12, 2026

A handwritten signature in black ink, appearing to read 'Tera Koetter', written over a horizontal line.

Tera Koetter, Assistant City Manager

August 12, 2026

RESOLUTION NO. 2026-19
Rescinding Nuisance Properties in Resolution No. 2026-15

WHEREAS, the City of McCook (hereinafter the City) is engaged in a Nuisance Abatement Process; and

WHEREAS, the City appointed the West Central Nebraska Development District (WCNDD) as Nuisance Officer; and

WHEREAS, WCNDD identified and confirmed that in its opinion a nuisance exists as defined by Federal, State, City law; and City Council, at a regular meeting, identified nuisance property, supported by evidence; and

WHEREAS, WCNDD now has evidence that certain nuisance violations declared in Resolution No. 2026-15, are abated and the property cleared of nuisances.

NOW THEREFORE, BE IT RESOLVED, that the City of McCook rescinds Resolution No. 2026-15 on the following property:

CASE NO. ____PID/PHYSICAL ADDRESS

2026 MCC 6 - 207 E 2nd St., McCook, NE

PASSED AND APPROVED this 17th day of August, 2026.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
AUGUST 17, 2026 MCCOOK CITY COUNCIL MEETING

ITEM NO. 3.A. Presentation from Emma Castor with West Central Nebraska Development District (WCNDD) in regards to properties in their designated area that should be rescinded from previous declaration of nuisance and properties that need abatement.

ITEM NO. 3.B. Approve Resolution No. 2026-19 approving the rescinding of a portion of Resolution No. 2026-15 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. 3.C. Approve WCNDD's Motion to Abate for properties located at 212 E 3rd St., 210 E 5th St., 210 E 6th St, 606 E C St., 409 E 5th St., and 404 E 5th St., all located in McCook, NE.

BACKGROUND:

WCNDD evaluated properties in their designated area. Letters were then sent out by WCNDD to property owners in that area that were in violation of McCook's Code of Ordinances requesting that these violations be resolved. WCNDD has done follow-up evaluations. Emma Castor, with WCNDD, will give a PowerPoint presentation in regards to properties in their designated area that need to be abated and show that a portion of the nuisance violations declared in Resolution No. 2026-15 have been abated and cleared of nuisances and should be rescinded from the resolution.

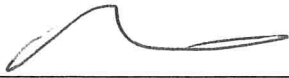
WCNDD is requesting the City Council approve Resolution 2026-19 which rescinds a portion of Resolution No. 2026-15 on the following property:

2026 MCC 6 - 207 E 2nd St., McCook, NE

WCNDD is requesting the City Council to approve their Motion to Abate the following properties:

2026 MCC 2 - 212 E 3rd St., McCook, NE
2026 MCC 8 - 210 E 5th St., McCook, NE
2026 MCC 12 - 210 E 6th St., McCook, NE
2026 MCC 14 - 606 E C St., McCook, NE
2026 MCC 25 - 409 E 5th St., McCook, NE
2026 MCC 32 - 404 E 5th St., McCook, NE

APPROVALS:

A handwritten signature in black ink, appearing to read 'Nathan A. Schneider', written over a horizontal line.

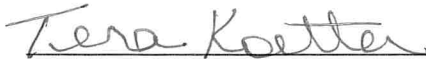
Nathan A. Schneider, City Manager

August 12, 2026

A handwritten signature in blue ink, appearing to read 'Lea Ann Doak', written over a horizontal line.

Lea Ann Doak, City Clerk

August 12, 2026

A handwritten signature in black ink, appearing to read 'Tera Koetter', written over a horizontal line.

Tera Koetter, Assistant City Manager

August 12, 2026

RESOLUTION NO. 2026-19
Rescinding Nuisance Properties in Resolution No. 2026-15

WHEREAS, the City of McCook (hereinafter the City) is engaged in a Nuisance Abatement Process; and

WHEREAS, the City appointed the West Central Nebraska Development District (WCNDD) as Nuisance Officer; and

WHEREAS, WCNDD identified and confirmed that in its opinion a nuisance exists as defined by Federal, State, City law; and City Council, at a regular meeting, identified nuisance property, supported by evidence; and

WHEREAS, WCNDD now has evidence that certain nuisance violations declared in Resolution No. 2026-15, are abated and the property cleared of nuisances.

NOW THEREFORE, BE IT RESOLVED, that the City of McCook rescinds Resolution No. 2026-15 on the following property:

CASE NO. ____PID/PHYSICAL ADDRESS

2026 MCC 6 - 207 E 2nd St., McCook, NE

PASSED AND APPROVED this 17th day of August, 2026.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
AUGUST 17, 2026 MCCOOK CITY COUNCIL MEETING

3.D.
ITEM NO. ___ Update regarding the youth sports complex project.

BACKGROUND:

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

APPROVALS:



Nathan A. Schneider, City Manager

August 12, 2026



Lea Ann Doak, City Clerk

August 12, 2026

CITY MANAGER'S REPORT
AUGUST 17, 2026 CITY COUNCIL MEETING

ITEM: 3.E.

Introduce and approve Ordinance No. 2026-3119 providing for the adoption of the budget for FY 2026/2027 upon its first of three readings.

BACKGROUND:

Ordinance No. 2026-3119 provides for the adoption of the budget for Fiscal Year 2026/2027 after discussion and consideration by the Council. This will be the first of three readings. The budget workshop was held on August 11th and the budget hearing is scheduled for the September 7th meeting.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 12, 2026



Tera Koetter, Assistant City Manager

August 12, 2026



Nathan A. Schneider, City Manager

August 12, 2026

ORDINANCE NO. 2026-3119

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2026, through September 30, 2027. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of McCook. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and the County Clerk of Red Willow County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED THIS _____ day of September, 2026.

-s- Linda Taylor, Ex-officio Mayor
and President of the Council

ATTEST:

-s- Lea Ann Doak
City Clerk

CITY MANAGER'S REPORT
AUGUST 17, 2026 CITY COUNCIL MEETING

ITEM: **3.F.**

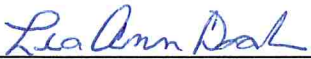
Approve Ordinance No. 2026-3020 providing for the adoption of the FY 2026/2027 Fiscal Year Employee Classification Pay Plan on its second of three readings.

BACKGROUND:

The attached ordinance provides for the adoption of the Employee Classification and Pay Plan for Fiscal Year 2026/2027.

**FISCAL
IMPACT:** None.

APPROVALS:



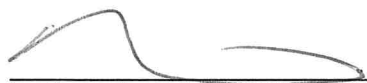
Lea Ann Doak, City Clerk

August 12, 2026



Tera Koetter, Assistant City Manager

August 12, 2026



Nathan A. Schneider, City Manager

August 12, 2026

ORDINANCE NO. 2026-3020

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2026/2027 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. The 2026/2027 Employee Classification and Pay Plan shall be and is hereby adopted. Said Classification and Pay Plan is incorporated herein by reference the same as if set out in full. A copy of the Classification and Pay Plan shall be on file in the office of the City Clerk and is available for public inspection at any reasonable time. (Ref. City of McCook Code of Ordinances, § 30.075).

SECTION 2. The Employee Classification and Pay Plan shall be effective October 1, 2025.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED this _____ day of September, 2026.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

Publish: September .

CITY OF MCCOOK
CLASSIFICATION AND PAY PLAN
FY 2026-2027

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>		<u>12-MONTH ANNUAL RANGE</u>
(S2T)	Temporary Seasonal - work less than 90-Days	13.500	- 16.280	
(S4)	Pool Seasonal	13.500	- 16.280	
	Seasonal II	15.260	- 19.000	
	Pool Guard	15.260	- 17.298	
	Assistant Pool Manager	16.000	- 18.315	
	Pool Manager	17.000	- 20.350	
(3P)	Permanent Part-Time			
	(No annual range adjustment - employees eligible for annual COLA & merit)			
	Part-Time Senior Center Aide	15.000	20.900	
	Part-Time Transit Driver	15.930	- 21.830	
	Part-Time Clerical/Library Clerical	16.172	- 22.060	
(100)	Part-Time Custodian/Maintenance	16.263	- 23.379	
	Full-Time Custodial/Maintenance	16.263	- 23.379	33,827 - 48,629
	Public Transportation Driver			
	Assistant Cook	16.594	- 21.273	34,516 - 44,248
	Clerk II (Public Transit Dispatcher)	17.130	- 24.089	35,630 - 50,106
(115)	Head Cook	17.933	- 26.765	37,300 - 55,671

(PAY GRADE)	POSITION	HOURLY/MONTHLY RATE		12-MONTH ANNUAL RANGE
(120)	Circulation Librarian	18.185	- 23.925	37,824 - 49,764
(125)	Laborer I Equipment Operator I	19.555	- 27.250	40,675 - 56,681
(130)	Juvenile Services Librarian	19.624	- 26.833	40,817 - 55,813
(135)	Transfer Station Administration Assistant	19.795	- 27.332	41,174 - 56,850
(140)	Public Safety Administration Assistant	19.950	- 27.648	41,496 - 57,508
(145)	Catalogue/Media Librarian	19.956	- 26.969	41,509 - 56,095
(150)	Administration Assistant - Admin Office	20.235	- 28.253	42,088 - 58,766
(155)	Laborer II	20.769	- 29.453	43,200 - 61,261
(160)	Refuse Collection Driver	20.779	- 27.482	43,221 - 57,162
(165)	Utility Service Technician I	21.074	- 29.682	43,834 - 61,739
(170)	Financial Administrative Assistant	21.208	- 29.677	44,112 - 61,728
(175)	Equipment Operator II	21.349	- 29.634	44,405 - 61,639
(180)	Disposal Plant Operator I	22.236	- 31.241	46,251 - 64,980
(185)	Equipment Operator III Tractor-Trailer Operator	22.274	- 30.549	46,329 - 63,542

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>		<u>12-MONTH ANNUAL RANGE</u>
(190)	E911 Office Coordinator	22.300	- 30.598	46,385 - 63,644
(195)	Disposal Plant Operator II	23.510	- 33.408	48,901 - 69,489
(200)	Utility Service Technician II	23.863	- 34.249	49,635 - 71,237
(205)	Mechanic	24.260	- 34.410	50,460 - 71,572
(210)	Disposal Plant Operator III/Foreman Water Plant Operator I	24.784	- 35.576	51,551 - 73,997
(215)	Equipment Operator/Groundskeeper II - Parks Equipment Operator/Groundskeeper II - Street	24.945	- 33.392	51,886 - 69,455
(220)	Deputy City Clerk	24.967	- 35.797	51,930 - 74,458
(225)	Cemetery Sexton	25.181	- 34.934	52,376 - 72,663
(230)	Water Plant Operator II	26.006	- 34.934	54,092 - 72,663
(235)	Airport Maintenance Operator	26.890	- 34.589	55,932 - 71,946
(240)	Laborer Foreman	27.515	- 38.937	57,230 - 80,990
(245)	Building Inspector/Code Compliance Officer	29.570	- 38.713	61,505 - 80,523
(250)	Police Sergeant (42 hour) Sergeant/Patrol Supervisor	31.540	- 42.128	68,884 - 92,008
(255)	Human Resource Coordinator	31.597	- 45.511	65,721 - 94,664

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>		<u>12-MONTH ANNUAL RANGE</u>
(260)	Library Director Senior Services Director Public Works Superintendent Solid Waste Superintendent Wastewater Superintendent Water Superintendent	32.196	- 41.782	66,968 - 86,907
(265)	City Clerk/Treasurer Utilities Director Public Works Director Assistant City Manager	42.995	- 59.900	89,430 - 124,591
(270)	Fire Chief Chief of Police	44.859	- 57.683	93,306 - 119,981

NOTE:

20 hour/week = 1,040 hour/year
30 hour/week = 1,560 hour/year
40 hour/week = 2,080 hour/year
42 hour/week = 2,184 hour/year
56 hour/week = 2,912 hour/year

CITY OF MCCOOK

FY 2025/2026 (12 MONTH)

PERSONNEL SCHEDULE

PAY GRADE	POSITION	FULL TIME EQUIVALENCY
GENERAL FUND		
ADMINISTRATION		
265	City Manager	1.00
265	Assistant City Manager	1.00
255	City Clerk/Treasurer	1.00
220	Human Resource Coordinator	1.00
170	Deputy City Clerk	1.00
	Financial Administrative Assistant	1.00
3P	Part-Time Clerical	.50
Total Full-Time Equivalency		6.50
AUDITORIUM		
3P	Part-Time Custodian/Maintenance	.50
Total Full-Time Equivalency		.50
POLICE		
270	Police Chief	1.00
250	Sergeant/Patrol Supervisor	4.00
190	E911 Office Coordinator	1.00
140	Administrative Assistant-Public Safety	1.00
Union	Detective	2.00
Union	Patrol Officer	8.00
Union	Patrol Officer (School Resource Officer)	1.00
Union	Public Safety Dispatcher	6.00
Total Full-Time Equivalency		24.00

PAY GRADE	POSITION	FULL TIME EQUIVALENCY
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FIRE

270	Fire Chief	1.00
140	Administrative Assistant-Public Safety	1.00
Union	Lieutenant Firefighter/Paramedic	3.00
Union	Firefighter/Paramedic/EMT	6.00
Full-Time Equivalency		11.00

BUILDING AND ZONING

245	Bldg Inspector/Code Compliance Officer	1.00
Full-Time Equivalency		1.00

LIBRARY

260	Library Director	1.00
145	Catalogue/Media Librarian	1.00
130	Juvenile Services Librarian	1.00
120	Circulation Librarian	1.00
3P	Part-Time Custodian/Maintenance	.50
3P	Part-Time Clerical	.67
Full-Time Equivalency		5.17

STREET

265	Public Works Director	.92
260	Public Works Superintendent	1.00
215	Equipment Operator/Groundskeeper II	1.00
205	Mechanic	1.00
185	Equipment Operator III	1.00
155	Laborer II	1.00
Seasonal Help		
Full-Time Equivalency		5.92

PAY GRADE	POSITION	FULL TIME EQUIVALENCY
CEMETERY		
225	Sexton	1.00
155	Laborer II	1.00
	Seasonal Help	
Full-Time Equivalency		2.00
PARKS		
215	Equipment Operator/Groundskeeper II	1.00
155	Laborer II	1.00
	Seasonal Help	
Full-Time Equivalency		2.00
BALL PARKS		
155	Laborer II	1.00
	Seasonal Help	
Full-Time Equivalency		1.00
POOL		
	Seasonal	
Full-Time Equivalency		.00
AIRPORT		
235	Airport Maintenance Operator	1.00
Full-Time Equivalency		1.00
SENIOR CENTER		
260	Senior Services Director	.75
115	Head Cook	1.00
110	Clerk II (Public Transit Dispatcher)	.25
105	Assistant Cook	2.00
3P	Part-Time Custodian/Maintenance	.67
Full-Time Equivalency		4.67

PAY GRADE	POSITION	FULL TIME EQUIVALENCY
PUBLIC TRANSPORTATION		
260	Senior Services Director	.25
110	Clerk II (Public Transit Dispatcher)	.75
100	Public Transportation Driver	1.00
3P	Part-Time Custodian/Maintenance	.33
	Substitute Driver	
Full-Time Equivalency		2.33

ENTERPRISE FUNDS

SOLID WASTE - RECYCLING

135	Administrative Asst./Transfer Station Asst.	.25
125	Laborer I	1.00
Full-Time Equivalency		1.25

SOLID WASTE - COLLECTION

265	Public Works Director	.08
260	Solid Waste Superintendent	.50
185	Equipment Operator III	.50
160	Refuse Collection Driver	2.00
125	Laborer I	.50
Full-Time Equivalency		3.58

SOLID WASTE - TRANSFER STATION

260	Solid Waste Superintendent	.50
205	Mechanic	1.00
185	Equipment Operator III	.50
135	Administrative Asst/Transfer Station Asst.	.75
125	Laborer I	.50
Full-Time Equivalency		3.25

PAY GRADE	POSITION	FULL TIME EQUIVALENCY
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SOLID WASTE - DISPOSAL

185	Tractor/Trailer Operator	2.00
Full-Time Equivalency		2.00

WATER

265	Utilities Director	.50
260	Water Superintendent	1.00
240	Laborer Foreman	1.00
230	Water Plant Operator II	1.00
210	Water Plant Operator I	1.00
200	Utility Service Technician II	1.00
165	Utility Service Technician I	2.00
150	Administrative Assistant	1.00
Full-Time Equivalency		8.50

SEWER

265	Utilities Director	.50
260	Wastewater Superintendent	1.00
210	Disposal Plant Operator III/Foreman	1.00
180	Disposal Plant Operator I	2.00
150	Administrative Assistant	1.00
	Seasonal Help	
Full-Time Equivalency		5.50

CITY MANAGER'S REPORT
AUGUST 17, 2026 CITY COUNCIL MEETING

ITEM: 3.G.

RECOMMENDATION:

Introduce on first reading, Ordinance No. 2026-3121 providing for the amendment to Chapter 38: Appendix E setting the rate to be charged for water by the McCook Water Department.

BACKGROUND:

Based on data from the 2025 Water Enterprise Fund Cashflow Model, as prepared by Public Financial Management (PFM), City staff is recommending that the current water rate be increased by 10%. The rate increase provides funds to cover inflation, staff wages, equipment, and prepare for future capital improvements. The current rates have been in place since Oct 2025.

The proposed adjustment would see the ready-to-serve fee increase from \$27.39 to **\$30.13/month** (+\$2.739). The price per 100 cubic feet (748 gallons) will also increase. The first 5,000 cubic feet will go from \$2.793 to **\$3.072** per 100 cubic feet (+\$0.279). Usage above 5,000 cubic feet will go from \$2.069 to **\$2.276** per 100 cubic feet (+\$0.207).

The PFM recommendation of an annual inflationary increase is to avoid larger increases in future stabilization of rate increases.

PFM's model uses annual water production of 70,000,000 cubic feet of water sales. This is a fair estimate based on conservation and annual averages.

FISCAL IMPACT:

APPROVALS:



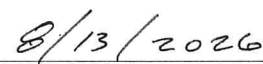
Lea Ann Doak, City Clerk



Date



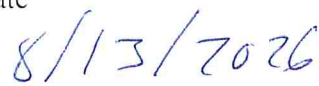
Pat Fawver, Utilities Director



Date



Nate Schneider, City Manager



Date

ORDINANCE NO. 2026-3121

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E, WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2025-3106 AND ANY AND ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees; Section A - Water Rates, of the City of McCook Code of Ordinances, shall be and is hereby amended to read as follows:

A. Water Rates. The following rates for water have been set by the City Council in accordance with the provisions of Section 52.01 of this Code.

1. CUSTOMERS WITHIN THE CITY. The rates for water used by customers within the City shall be as follows:

(A) 3.072 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used;

(B) 2.276 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet.

In addition to the above, a ready-to-serve fee of thirty and 13/100 dollars (\$30.13) per month shall be charged to each customer.

2. CUSTOMERS OUTSIDE THE CITY. The amount to be charged for water used by customers outside the city boundaries shall be computed by taking the water consumption of the customer times the rates fixed in division (A)(1) above, plus additional charges as specified therein, and multiplying the final sum times the factor of one and one-half to get the total charge to be billed the customer.

3. BULK WATER. The rate for bulk water purchases shall be \$5.00 per one thousand (1,000) gallons.

4. FIRE HYDRANT METER. Fire hydrant meter rent shall be \$50.00 per week, plus water usage charged at the rate for bulk water. The deposit required for a fire hydrant meter is set at \$1,000.00.

SECTION 2. Ordinance No. 2025-3106 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed and abrogated.

SECTION 3. This ordinance shall take effect with the bills dated October 1, 2026 and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED THIS _____ day of September, 2026.

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

ATTEST:

-s- Lea Ann Doak, City Clerk

CITY MANAGER'S REPORT
AUGUST 17, 2026 CITY COUNCIL MEETING

ITEM: 3.H.

RECOMMENDATION:

Introduce on first reading Ordinance No. 2026-3122 providing for the amendment to Chapter 38: Appendix D setting the rate to be charged for sewer by the McCook Wastewater Department.

BACKGROUND:

Based on the Sewer Enterprise Fund Cashflow Model prepared by Public Financial Management (PFM), City Staff is recommending that the current sewer rate be increased by 8%. The rate increase provides the funds to cover inflation, pay for major capital projects and maintain a healthy budget.

The proposed increase would see the base fee for residential customers go from **\$23.20** to **\$25.06** per month (+\$1.856). The commercial base fee will go from \$33.79 to **\$36.49** per month (+\$2.703). Both residential and commercial monthly base fees include 333 cubic feet of usage. The fee for usage above 333 cubic feet (2,490 gallons) would also increase by 8% from the current \$5.010 per 100 cubic feet (748 gallons) to **\$5.411** per 100 cubic feet of usage (+\$0.401).

Using the PFM model as the guide, a 8% increase will generate additional revenue for future years and prepare the Wastewater Department for large capital expenditures.

FISCAL IMPACT:

APPROVALS:



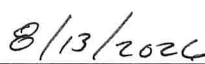
Lea Ann Doak, City Clerk



Date



Pat Fawver, Utilities Director



Date



Nate Schneider, City Manager



Date

ORDINANCE NO. 2026-3122

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2025-3107 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

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 D, Sewer Department Rates and Fees; shall be amended to read as follows:

- A. Sewer connection permit. The fee required for the obtaining of a sewer connection permit as required by § 51.020 is hereby set at \$500.
- B. Sewer connection fees. The fees required by § 51.022 pertaining to sewer connections are hereby set as follows:
 - 1. Where connection to an existing sewer main is requested, a sewer connection fee of \$150 will be required.
 - 2. In certain cases, where a larger than normal service connection is required, a fee will be charged to the applicant based on labor and material charges involved in installing the sewer connection.
 - 3. All fees required by this section are due and payable in advance of the inspection or sewer connection.
- C. Private sewage disposal permit. The fee required by § 51.055 pertaining to private sewage disposal permits is hereby set at \$10.
- D. Sewer Use Charges.
 - 1. Residential. The residential sewer use charges provided for in Section 51.072 are as follows:

Minimum Charges of \$25.06 per month based on the first 333 cubic feet of water usage.

Residential Rate - \$5.411 per 100 cubic feet for everything over 333 cubic feet water usage.
 - 2. Commercial. The commercial sewer use charges provided for in Section 51.072 are as follows:

Minimum Charge of \$36.49 per month based on the first 333 cubic feet of water usage.

Commercial Rate - \$5.411 per 100 cubic feet for everything over 333 cubic feet water usage.

3. Sewage Disposal at the Treatment Plant. All sewage that is transported by truck or any vehicle to the plant for disposal will be assessed a fee of \$0.10 per gallon during regular business hours. Non-business hours will be assessed an additional \$35.00 per load.

SECTION 2. Ordinance No. 2025-3107 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. This ordinance shall take effect with the bills dated October 1, 2025 and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED this _____ day of September, 2026.

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

ATTEST:

-s- Lea Ann Doak, City Clerk

CITY MANAGER'S REPORT
AUGUST 17, 2026 CITY COUNCIL MEETING

ITEM: 3.1.

RECOMMENDATION:

**INTRODUCE ON FIRST READING ORDINANCE NO. 2026-3118
PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE
COLLECTION FEES OF THE CITY OF MCCOOK CODE OF ORDINANCES
AND APPROVE ON ITS FIRST READING.**

BACKGROUND:

This Ordinance provides for the increase to the solid waste collection fees as included in the proposed FY 2026-2027 budget.

The Transfer Station hauls, on average, 4 semi loads of solid waste to J Bar J Landfill which is near Ogallala per day Monday thru Thursday. We occasionally haul additional loads on Friday and/or Saturday, depending on the amount of solid waste that is brought in each day. The landfill is located approximately 105 miles north/northwest of McCook making each roundtrip approximately 210 miles.

The solid waste that is received at the Transfer Station consists of both commercial waste and residential waste. The commercial waste makes up approximately 78% of all waste received at the Transfer Station, with residential waste making up the remaining 22%.

The J Bar J contract will be increasing by \$.94/ton which is a 3% increase. In 2025, the State of Nebraska increased the fee for each receipted ton that is deposited into a landfill. This fee increased from \$1.25/ton to \$2.34/ton in 2025. This was an 87% increase from the previous years per ton fee. At the beginning of August 2025, Perkins County implemented a \$1.00 per ton host fee. This was a new fee that had never been a part of our contract with J Bar J. We are continuing to adjust the solid waste fees in order to address these increases. Another factor that was considered as part of the proposed increases was the uncertainty in fuel costs.

The fee for Residential Trash Collection will increase from \$29.75 to \$31.25 per month which includes a \$2.00/month recycling fee to help support the recycling program. This equates to a 5.1% increase. The last increase was in 2025 where the fee increased from \$28.25/month to \$29.75/month. The fee for Household/Commercial Waste will increase from \$92.00/ton to \$98.00/ton. This equates to a 6.6% increase. The last increase was in 2025 where the fee increased from \$86.00 to \$92.00.

This Ordinance also includes a fee of \$6.00/month for the yard waste collection service. This service is provided beginning in April and running thru November. It includes the weekly pickup up of grass and leaves that are placed in a city provided roll out container. There are no planned increase for this service in FY 2026 - 2027.

Due to increased costs and in an attempt to try and keep fees down, this ordinance removes the following sections of previous ordinance no. 2025-3109:

~~Section (E) *Waiver of fees for affordable housing projects.* Disposal fees shall be waived for the deposit at the Transfer Station of solid waste that was generated by the remodeling or clean up of a residential dwelling located within the corporate limits of the City of McCook using funds provided by the Nebraska Department of Economic Development pursuant to the Nebraska Affordable Housing Trust Fund Act.~~

~~Section (F) *Partial waiver of fees for demolition of certain residential dwelling units.* Thirty percent of the total disposal fees shall be waived for the deposit at the Transfer Station of solid waste generated by the demolition of a residential dwelling unit located within the corporate limits of the City of McCook along with an accessory detached garage if the requirements set forth in this subsection are satisfied. In order to qualify for such partial waiver of disposal fees, the owner of the dwelling unit must apply in writing to the Building Inspector of the City for a partial waiver of fees at least 14 days prior to commencement of the demolition work and must establish to the satisfaction of the Building Inspector that:~~

~~(1) The owner received written confirmation from the Building Inspector that the demolition qualifies for a partial waiver of disposal fees prior to commencing with the demolition work;~~

~~(2) all asbestos and other hazardous materials were abated and removed from the structures prior to commencing demolition work in accordance with all federal, state, and local laws;~~

~~(3) the dwelling unit has been abandoned for a continuous period of at least twelve (12) months prior to submission of the application for partial waiver of fees as shown by water, gas or electric utility records;~~

~~(4) the dwelling unit is so old, dilapidated, or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy such that it is unreasonable to repair the structure;~~

~~(5) there is no reimbursement for disposal fees available from any other source such as homeowner's insurance; and~~

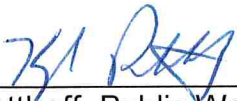
~~(6) the owner obtained a permit authorizing such demolition from the City of McCook prior to commencement of the demolition work.~~

When these sections were added, the general fund reimbursed the Solid Waste Department for the fees that were discounted. In the past several years, the funds have not been available in the general fund for such reimbursement.

FISCAL

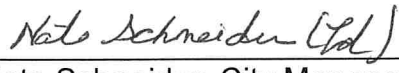
IMPACT: None.

APPROVALS:



Kyle Potthoff, Public Works Director

August 11, 2026



Nate Schneider, City Manager

August 11, 2026

ORDINANCE NO. 2026-3118

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2025-3109 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. That Appendix F, Solid Waste Collection Fees, of the City of McCook, Nebraska Code of Ordinances, shall be and is hereby amended to read as follows:

APPENDIX F: SOLID WASTE COLLECTION FEES SOLID WASTE COLLECTION FEES

(A) In order to pay for the cost of operation and maintenance of the Transfer Station and to provide funds necessary for equipment and future land acquisition, the following fees are hereby established in compliance with Section 55.02:

(1) All residents of the corporate limits of the City of McCook shall not be charged a fee at the Transfer Station for any refuse or debris that is generated on their own residential property and personally delivered to the Transfer Station. Residents and nonresidents delivering construction, demolition, or remodeling and all persons hauling for hire, commercial, contract for commercial tree trimmers, lawn caretakers, or nonresidents of the City of McCook shall be assessed according to the Solid Waste Collection schedule of fees.

(2) The City will operate in accordance with Nebraska Department of Environmental Quality's *Title 132 Integrated Solid Waste Management* regulations.

(B) (1) *Solid Waste Collection schedule of fees.* See Chapter 38, Fee Schedule.

Household/Commercial Waste No Yard Waste	\$.049000 per pound (\$98.00 per ton) minimum charge - \$5.00
Yard Waste Only	\$.012675 per pound (\$25.35 per ton) minimum charge - \$5.00
Non Solid Waste Scale Fee	\$5.00

(2) *Solid Waste Collection payment due.* Payment of the above fee(s) is due and payable upon entrance into the Transfer Station.

(C) *Fee for U-Load-It Clean-up program.* A fee of fifty dollars (\$50.00) for the use of a city truck is hereby provided for use of the City's U-Load-It Clean-Up Program. Scale fees will be charged according to the above schedule as outlined in Sections A and B of the Appendix.

(D) *Solid Waste Collection/Disposal fee.*

(1) All residential units within the corporate City Limits shall be charged a monthly solid waste collection/disposal fee of \$29.25 and a monthly recycling fee of \$2.00.

(2) All residential units within the corporate City Limits may request an additional container to be used for yard waste only, and shall be charged a monthly disposal fee of \$6.00 per month during those months that yard waste is banned from Landfills.

(3) Tracts of land or buildings containing three (3) or more residential units may choose alternative solid waste collection/disposal methods upon the approval of the City Manager.

(4) All solid waste collection/disposal fees prescribed by this Appendix shall be a lien upon the premises and real estate for which the service is supplied and if not paid when due such charge shall be certified to the City Treasurer and may be recovered by the City in an action at law and it may be certified to the County Clerk and assessed against said real estate and premises served and be collected and returned in the same manner as other City taxes are certified, assessed, collected and returned.

(5) Bills for solid waste collection/disposal fees charged pursuant to this Appendix shall be rendered at the same time that bills are rendered for water service, and all collection/disposal fees levied by this Appendix which are not paid at or before water service charges are required to be paid, shall be deemed delinquent and the water service of such user may be discontinued.

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

SECTION 3. This ordinance shall take effect and be in full force October 1, 2026 and from and after its passage, approval and publication in pamphlet form according to law.

PASSED AND APPROVED THIS _____ day of September, 2026.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer