

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, September 21, 2026
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Walter Ray, McCook Baptist Church.

Pledge of Allegiance.

Call to Order.

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

Items.

1. Announcements & Recognitions.
2. Public Hearings.
 - A. Public Hearing - Regarding a request from the City of McCook to approve a preliminary plat which serves as the initial step in the creation of the Walters Second Addition to the City of McCook, Red Willow County, Nebraska.
 1. Adjourn the Public Hearing.
 - B. Approve the preliminary plat for the creation of the Walters Second Addition to the City of McCook, Red Willow County, Nebraska.
3. Consent Agenda.

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

 - A. Approve the minutes of the September 8, 2026 regular City Council meeting and the September 8, 2026 Budget Hearing City Council meeting.
 - B. Approve Resolution No. 2026-21 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. Ratify the Mayor's appointments to the Board of Zoning Adjustment - appoint Dean McCoy as alternate - term expires September 2029 and the Parks Advisory Board - reappoint Mark Friehe and Tom Bredvick - terms expire May 2029.
- D. Approve the issuance of an RFP for qualified environmental professional services for the Saint Catherine's Healthcare Campus Cleanup Grant.
- E. Approve the Employment Agreement with City Manager Nathan A. Schneider for Fiscal Year 2026/2027 and authorize the Mayor to sign.
- F. Approve and authorize the Mayor to sign a land use agreement between the City of McCook and Mark and Kathleen Eiler.
- G. Accept the minutes of the September 14, 2026 Planning Commission meeting.
- 4. Regular Agenda.
 - A. Presentation from J.D. Wood with Sports Feasibility Companies regarding potential management services at the PFC Gerald L. Walters Youth Sports Complex.
 - B. 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 third and final reading.
 - 3. Chairperson declaration after vote and passage, if approved.
 - C. 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 third and final reading.
 - 3. Chairperson declaration after vote and passage, if approved.
 - D. 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 third and final reading.
 - 3. Chairperson declaration after vote and passage, if approved.
 - E. 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 third and final reading.
 - 3. Chairperson declaration after vote and passage, if approved.
 - F. 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 third and final reading.
 - 3. Chairperson declaration after vote and passage, if approved.
 - G. Ordinance No. 2026-3123 updating documentation of the speed limit zones on Highway 6 & 34, as well as Highway 83, within the corporate limits of the City

of McCook as requested by the Nebraska Department of Transportation and approve on its first reading.

1. Chairperson asks Clerk to read Ordinance by title.
2. Consider approval of Ordinance No. 2026-3123 upon its first of three readings.

H. Consider Ordinance No. 2026-3124 setting the salary and compensation of City Manager Nathan A. Schneider.

1. Chairperson asks Clerk to read Ordinance No. 2026-3124 by title.
2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
3. Final passage of Ordinance No. 2026-3124.
4. Chairperson declaration after vote and passage, if approved under suspension of the rule.

I. Council Comments.

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

1. Nebraska Open Meetings Act statement, if the motion to close passes.
2. Close Executive Session.

K. Adopt Resolution No. 2026-22 ratifying the Collective Bargaining Agreement between the City of McCook and the Fraternal Order of Police, Lodge 57 for the period of October 1, 2026 to September 30, 2028, and authorize the Mayor to sign said agreement.

Adjournment.

**CITY MANAGER'S REPORT
SEPTEMBER 21, 2026 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 2.A. Public Hearing - Regarding a request from the City of McCook to approve a preliminary plat which serves as the initial step in the creation of Walters Second Addition, an Addition to the City of McCook, Red Willow County, Nebraska.

ITEM NO. 2.B. Approve the preliminary plat for the creation of Walters Second Addition, an Addition to the City of McCook, Red Willow County, Nebraska.

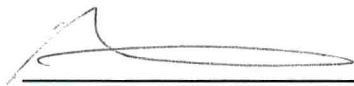
BACKGROUND:

The City of McCook is requesting the McCook City Council to approve a preliminary plat for the Walters Second Addition, an Addition to the City of McCook, Red Willow County, Nebraska. The tract of land to be considered contains 52.85 acres, more or less. The preliminary plat contemplates the creation of 40 residential lots, with the potential of two additional commercial lots. The property contained within the Walters Second Addition is located north of West Q Street and east of Highway 83, just east of the Walters First Addition. The tract of land was voluntarily annexed into McCook's corporate limits in October of 2024 and was subject to an initial preliminary plat approved in the Spring of 2025. Adjustments have been made to the first preliminary plat to adjust the number of residential lots from 38 to 40. Attached to this report, the City of McCook has included the Preliminary Plat for Walters Second Addition.

The Preliminary Plat process is the initial step in subdividing the tract of property at issue. A final plat will be brought back to the Planning Commission and City Council, which can include modifications suggested by the Planning Commission and City Council, if any suggestions are made.

At the September 14, 2026 McCook Planning Commission meeting, the Planning Commission voted unanimously to approve recommendation of the preliminary plat to the McCook City Council.

APPROVALS:



Nathan A. Schneider, City Manager

September 15, 2026



Lea Ann Doak, City Clerk

September 15, 2026

EXHIBIT #1

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**NOTICE OF PUBLIC HEARING
PRELIMINARY PLAT APPROVAL**

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the preliminary plat on a tract of land located in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29) West of the 6th P.M. in the City of McCook, Red Willow County, Nebraska, to be known as Walters Second Addition. A copy of the proposed preliminary plat and legal description are available for public inspection at the office of the City Clerk.

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

SEPTEMBER 14, 2026 - 5:15 P.M.
MCCOOK PLANNING COMMISSION
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

SEPTEMBER 21, 2026 - 5:30 P.M.
MCCOOK CITY COUNCIL
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

ANY AND ALL PERSONS desiring to comment on the above-described final plat may attend the public hearings and will be given an opportunity to be heard. For additional information regarding this notice please contact Nate Schneider, City of McCook City Manager, at 345-2022 ext. 225.

-s- Lea Ann Doak
City Clerk

Mail: September 4, 2026.
Post: September 4, 2026.

EXHIBIT #2

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Property Owners Notified:

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

RED WILLOW COUNTY
C/O TAMI TEEL
502 NORRIS AVE
MCCOOK, NE 69001

DALE & JOAN STEWART
2103 N HWY 83
MCCOOK, NE 69001

DAVID & CHRISTINE CARFIELD
2205 PONDEROSA DRIVE
MCCOOK, NE 69001

CRAIG & CHERYL CHRISTNER
808 SPRUCE
MCCOOK, NE 69001

GALEN & MIRANDA PERRY
1001 W R STREET
MCCOOK, NE 69001

JERRY & MARY CHAMBERS
1606 WEST 9TH STREET
MCCOOK, NE 69001

RED WILLOW COUNTY FAIR BOARD
PO BOX 876
MCCOOK, NE 69001

RACHEL MCMAINS
1518 W 10TH
MCCOOK, NE 69001

CATHY LEMM-WEBER
CASEY BAKER
801 W 3RD
MCCOOK, NE 69001

PRESIDENT
MCCOOK PUBLIC SCHOOLS
600 WEST 7TH
MCCOOK, NE 69001

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

LONNIE & MAUREEN WOOD
111 E M STREET
MCCOOK, NE 69001

BRIAN & JESSICA LUKE
2202 PONDEROSA DRIVE
MCCOOK, NE 69001

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

QUILLAN COURTS, LLC
402 NORRIS AVE
MCCOOK, NE 69001

MCCOOK ECONOMIC DEVELOPMENT
402 NORRIS AVE
MCCOOK, NE 69001

GABRIEL CARBAJAL & MARISOL
GARCIA
1514 WEST 10TH
MCCOOK, NE 69001

LONNIE BONAR
811 E H
MCCOOK, NE 69001

JERRY & KALYN RUZICKA
1517 EAST FAIRACRES
MCCOOK, NE 69001

JOHN ALLEN
1203 WEST Q STREET
MCCOOK, NE 69001

ANGELA LAMPMAN
PO BOX 266
CHEYENNE WELLS, CO 80810

GREGORY & DEBORAH CROUCH
1514 EAST FAIRACRES
MCCOOK, NE 69001

MIKE & DIANNE KUGLER
13 SANDPIPER STREET
MCCOOK, NE 69001

JOHN & JENNIFER KUGLER
807 SPRUCE ROAD
MCCOOK, NE 69001

LUKE & KAREN BORTNER
73109 US HWY 83
MCCOOK, NE 69001

BRIAN LEVANDER TRUSTEE
3620 W OLD POTASH HWY
GRAND ISLAND, NE 68803

JEFFERY & JAMIE ESSLINGER
405 WEST Q ST
MCCOOK, NE 69001

JKS REAL ESTATE, LLC
2112 BLAKE DRIVE
MCCOOK, NE 69001

CAPPEL INDUSTRIAL PARK 4, LLC
C/O RICHARD CAPPEL
5 BRASSIE DRIVE
MCCOOK, NE 69001

Q STREET STORAGE, LLC
C/O HEDDY REINERS
PO BOX 514
MCCOOK, NE 69001

RICHARD LAMPMAN
1301 WEST Q
MCCOOK, NE 69001

MARGARITA DECAMPOS
1311 WEST Q STREET
MCCOOK, NE 69001

DENNIS & CATHERINE STEWART
1402 WEST Q STREET
MCCOOK, NE 69001

MARK & ELIZABETH WILCOX
PO BOX 26
MCCOOK, NE 69001

MICHAEL & SALLY DAFFER
70354 ROAD 395
DANBURY, NE 69026

BILLY & MICHELLE WITT
2105 BLAKE DRIVE
MCCOOK, NE 69001

KATHLEEN BIEKER
1608 W Q STREET
MCCOOK, NE 69001

JWT PROPERTIES, LLC
39345 US HWY 6
INDIANOLA, NE 69034

RANDY PETERS SEED FARMS, INC
71321 ROAD 378
MCCOOK, NE 69001

TERRY & JANA SIDES
603 WEST 1ST STREET
MCCOOK, NE 69001

TITAN MACHINERY, INC
A DELAWARE CORP
644 E BEATON DR
WEST FARGO, ND 58078

NOTHNAGEL HOLDINGS, LLC
PO BOX 217
MCCOOK, NE 69001

MCCOOK FLOOR COVERING INC
C/O CAROL SAMWAY
1801 N HWY 83
MCCOOK, NE 69001

NEBRASKA PUBLIC POWER DISTRICT
PO BOX 499
COLUMBUS, NE 68602

DEAN & RHONDA HILKER
1810 W Q STREET
MCCOOK, NE 69001

JOHN WALTERS
71822 OLD HWY 17
CULBERTSON, NE 69024

**NOTICE OF PUBLIC HEARING
PRELIMINARY PLAT APPROVAL**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of McCook Planning Commission on September 14, 2026, at 5:15 P.M. and by the McCook City Council on September 21, 2026, at 5:30 P.M. The hearings will be held in the City Council Chambers, 505 West "C" Street, McCook, Nebraska, to consider the preliminary plat on a tract of land located in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29), West of the 6th P.M. in the City of McCook, Red Willow County, Nebraska, to be known as Walters Second Addition. A copy of the proposed preliminary plat and legal description are available for public inspection at the office of the City Clerk. Any and all persons desiring to comment on the proposed preliminary plat may attend said public hearings and will be given an opportunity to be heard. For additional information regarding this notice please contact Nate Schneider, City of McCook City Manager, at 345-2022 ext. 225.

-s- Lea Ann Doak
City Clerk

Publish: September 4, 2026.

EXHIBIT #4

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PRELIMINARY PLAT
-WALTERS SECOND ADDITION-
AN ADDITION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA

WARRANTY DEED DESCRIPTION

INSTRUMENT NO. 2024-00824
RECORDED JUNE 21, 2024

A tract of land in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29), West of the 6th P.M., more particularly described as follows:
Referring to the north quarter corner of said Section 19 as the true point of beginning; thence S0°12'E, 2,028.0 feet to a point; thence N85°45'W, 658.0 feet to a point; thence S0°13'W, 202.5 feet to a point; thence N85°47'W, 268.9 feet to a point; thence N01°45'E, 7.9 feet to a point; thence N85°45'W, 152.2 feet to a point; thence S29°17'W, 474.8 feet to a point; thence N85°37'W, 793.8 feet to a point; thence N0°21'E, 1,009.6 feet to a point; thence N89°36'W, 370.0 feet to a point; thence N0°24'E, 1,696.8 feet to a point; thence S84°59'E, 2,457.1 feet to the point of beginning, containing 127.8 acres, more or less, according to a survey dated March 5, 1982, by Darrell W. Burke, Registered Land Surveyor.

EXCEPTING THEREFROM:
all of Walters First Addition, an Addition to the City of McCook, Red Willow County, Nebraska.
Containing 52.85 Acres, more or less.

APPROVAL

OF McCOOK, NEBRASKA, CITY PLANNING COMMISSION

The undersigned, Chad Lyons, Chairperson and Camy Bradley, Secretary of the City Planning Commission of the City of McCook, Red Willow County, Nebraska, does hereby certify that the foregoing plat of "WALTERS SECOND ADDITION", a tract of land in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township Three (3) North, Range Twenty-nine (29), West of the 6th P.M., Red Willow County, Nebraska, was submitted to the McCook, Nebraska, Planning Commission for a public meeting and review and that recommendation by the McCook, Nebraska, Planning Commission was made to the City Council on the _____ day of _____, 20____.

Chad Lyons Chairperson (signature)

Camy Bradley Secretary (signature)

APPROVAL

OF McCOOK, NEBRASKA, CITY COUNCIL

The above and foregoing plat was submitted to the City Council in and for the City of McCook, Red Willow County, Nebraska, and duly considered by this Council at its regular meeting assembled on the _____ day of _____, 20____, and upon motion duly made and recorded, the same was approved in accordance with the requirements of Section 19-916, Nebraska Revised Statutes of 1943 (as amended) as a suburban development, not a part of the City, in all respects by a majority vote of the members of such council.

Dated this _____ day of _____, 20____.

Linda Taylor (signature)

ATTEST:

Lea Ann Dvok
CITY CLERK

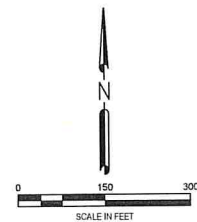
(SEAL)

BASIS OF BEARINGS:

All bearings are based on Red Willow County Low
Dilatation Projection from Nebraska State Surveyor's
Office.
Projection = Transverse Mercator
Scale Factor = 1.0001155
Central Meridian = 100°20'00" West
Standard Parallel = 40°11'00" North
False N/E = 28.000 (1000 meters)
Spheroid = Datum = GRS80 - NAD83

SECTION CORNER TIES

- (A) NW COR. SEC. 19-3-29
FOUND "X" W/ BENT NAIL IN SOUTH
BOUND. LANE OF HWY 83
1. "X" ON ROW MKR 47.40' W
2. TOP NUT FH 53.50' SE
3. "X" ON ROW MKR 93.11' E
4. SE COR. OF CATCH BASIN 63.38' SW
- (C) N 1/4 COR. SEC. 19-3-29
FOUND 3" BRASS CAP & FENCE CORNER
BOUND. LANE OF HWY 83
1. NTP 17.32' E
2. NTP 19.42' N
3. NTP 21.70' W
4. NTP 30.50' S
- (D) W 1/4 COR. SEC. 19-3-29
FOUND CONC. NAIL & "X" IN LEFT NORTH
BOUND. LANE OF HWY 83
1. NE BOLT OF LIGHT POLE 64.35' SE
2. NE COR. CONC. VAULT PAD 104.85' SW
3. FACE COR. POST AT BASE 102.80' NW
4. B.C. WC 3" 64.78' W
- (E) C 1/4 COR. SEC. 19-3-29
FOUND WORN ILLEGIBLE ALUM. CAP
IN "O" STREET
1. "X" MH RM 38.25' NE
2. "X" MH RM 31.75' S
3. "N" & "BC" IN PP 32.85' N
4. 2" BC WC



Legend

- ▲ FOUND SECTION & 1/4 CORNER AS NOTED
- SET 1/2" REBAR & RLS CAP 647 UNLESS NOTED
- FOUND 1/2" REBAR UNLESS NOTED
- RIGHT OF WAY
- W.C. = WITNESS CORNER & DISTANCE
- (BLM) = BUREAU OF LAND MANAGEMENT DISTANCE
- (D) = DISTANCE LS 514 SURVEYS DISTANCE, 7/30/12 & 4/7/16
- (A) = ADJOINER'S DEEDED DISTANCE
- (T) = TASSE LS 323 SURVEY DISTANCE, 4/8/88
- (R) = RECORDED LEGAL OR PLATTED DISTANCE
- (M) = MEASURED DISTANCE
- (X) = COMPUTED POINT
- (C) = COMPUTED DISTANCE
- SECTION LINE
- PARCEL LINE
- LOT LINE
- P.O.C. = POINT OF BEGINNING
- P.O.B. = POINT OF COMMENCEMENT

SHEET 1 OF 1

EXHIBIT #5

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PARTY CHIEF: SCOTT CLIFFORD	
DESIGNED BY: BRIAN FARENBRUGH & CAR	JOB NUMBER: 2014-1431
100 EAST 2ND STREET MCCOOK, NE 68901 TEL 781-340-3715 FAX 781-340-3719 www.miller-engineers.com	
REASON FOR REVISION	
RED WILLOW CO-MCCOOK-WALTERS 1st ADD.	



City of McCook
505 West C Street * PO Box 1059
McCook, NE 69001
(308) 345-2022 * Fax (308) 345-1461
www.cityofmccook.com

MINOR & MAJOR SUBDIVISION APPLICATION

Name of Project (If applicable): Walters second addition to the City of McCook

Description of Project: The City requests a preliminary & final plat
approval for a donor of land located in the NW 1/4 of
19-3-29, West of the 6th P.M.

Project sponsor or developer:

Name: City of McCook

Address: 505 West C

Phone number: 308-345-2022

Fax number: _____

E-mail Address: n.schneider@cityofmccook.com

Landowner or owners:

Name: City of McCook

Address: 505 West C

Phone number: 308-345-2022

Fax number: _____

E-Mail Address: n.schneider@cityofmccook.com

Authorization of the land use action by landowner:

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

Nathan A. Schneider
Printed Name:

N.A. Schneider
Signature:

Sept. 10, 2006
Date:

Printed Name:

Signature:

EXHIBIT #6

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Address and physical location of the Proposed Subdivision: No address assigned,
please see attachment for legal.

Property Description (Of the parent parcel for subdivisions): please see attachment

Application Fee: \$ Prelim #500.
Final

Fee, complete application, and required attachments accepted by:

Printed name

Signature

Date

Subdivisions:

☒ Sketch Plan:

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

☒ Attachments: In addition to the above noted sketch plan, the subdivider shall attach the following:

- (1) A letter requesting only change of zoning or special exception required for the development to proceed. *N/A*
- (2) Written description of the type of housing, commercial, industrial, or public uses to be included in the subdivision. *Single family & multi-family*
- (3) An explanation of what the general character of the area will be when it is developed and how it will relate to the adjacent surrounding areas. *Commercial, residential*
- (4) An explanation of how the proposed development relates to the rec. Comprehensive Plan (Particularly regarding land use, thoroughfare, and public facilities) *The development of this parcel will provide opportunities for recreation, commercial, & residential development*
- (5) Is it the intent to use Deed Restrictions or any other method of controlling the character and/or the quality of the area? *To Be Determined*

If so, briefly explain what they might consist of:

(Attach explanation)

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

To be completed upon approval of final plat

☒ Preliminary Plat Submission:

- ☒ (a) Plat Submission Requirements: The subdivider shall submit to the Zoning Administrator:
_____ five (5) copies of the preliminary plat and any supplemental materials specified by the Planning Commission of conditional approval. (The plat submission requirements are stipulated under C-3 Procedure for conditional approval of Preliminary Plat of the City of McCook Subdivision Regulations)

- ☒ (b) Fees: A plat review fee shall accompany the preliminary plat in

the amount of \$500 as specified in the City Fee Ordinance.

✓ (c) Scale and Preliminary Plat contents. Preliminary plats shall be a scale of one (1) inch to one hundred (100) feet or 1" = 200' if seventy-five percent (75%) of the lots are one (1) acre or larger, and shall be prepared with the following information:

✓ (1) The proposed name of the subdivision (the name shall not duplicate or too closely resemble the name or names of any existing subdivision).

✓ (2) The location of the boundary lines of the subdivision and reference to the section or quarter section lines.

✓ (3) The names and addresses of the owner, developer, and the engineer who prepared the plat.

✓ (4) Scale of the plat, one inch = one hundred feet or larger.

✓ (5) Date of preparation and north point.

✓ (6) Present zoning.

✓ (7) Existing conditions:

— aa. Location, width and name of platted streets or other public ways, railroads and utility rights-of-way, parks and other public open spaces and permanent buildings within or adjacent to the proposed subdivision shall be shown on the Preliminary Plat.

— bb. All existing sewers, water mains, gas mains, culverts, or other underground installations, within the proposed subdivision, or adjacent thereto, with pipe size and manholes, grades and location shall be shown. Control elevation of surface drainage entering and existing from the property.

— cc. Names of adjacent subdivisions together with arrangement of streets and lots, and owners of adjacent parcels of unsubdivided land shall be shown.

— dd. Topography (unless specifically waived) with contour intervals of not more than five (5) feet, referred to City or U.S.G.S. datum shall be shown; also, location of water courses, bridges, wooded areas, lakes, ravines, and such other features as may be pertinent to the subdivision shall be shown.

✓ (8) The general arrangement of lots and their approximate size.

✓ (9) Location and width of proposed streets, alleys, pedestrian ways, and easements. Control elevation shall be shown for all street intersections.

✓ (10) The general plan of sewage disposal, water supply and utilities in areas where public sewers and/or water are proposed to serve the subdivision. In other cases, a notation shall be made on the plat indicating type of sewage disposal, and water system proposed.

- ☒ (11) Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation for public use.
- ☒ (12) General layout of adjacent unsubdivided property to show how streets and other public facilities, in the proposed subdivision, relate to the unsubdivided property.
- ☒ (13) The subdivider shall indicate by letter when improvements as required will be installed or requested. TBD
- ☒ (14) Any proposed restrictive covenants for the land involved shall accompany the plat. TBD
- ☒ (15) A letter requesting annexation of the subdivision if it is in the planning jurisdiction to be served with city utilities. N/A

SECTION 7. PROCEDURES

7.1 General Procedure. When the subdivision of land is proposed, before any contract is made for the sale of any part thereof, and before any building permits are granted, the subdivision owner shall apply for and secure approval of such proposed subdivision in accordance with the following procedure:

1. Administrative Subdivision. An administrative subdivision shall not be considered a subdivision subject to the requirements of a minor or major subdivision. A Plat reviewed and approved by Zoning Administrator, Utilities Director and City Manager. See Section 7.17.
2. Minor Subdivision. A Final Plat is submitted to the City Council for Approval. See Section 7.12
3. Major Subdivision. Major Subdivisions are required to submit a Preliminary and Final Plat to the Planning Commission and City Council for approval. See Sections 7.2 and 7.12

7.2 PRELIMINARY PLAT SUBMISSION REQUIREMENTS. The applicant of Major Subdivisions shall prepare and submit an application for preliminary plat approval. The applicant shall prepare and file three (3) copies of a proposed preliminary plat, one (1) full size copy, one (1) copy reduced to 8 ½ by 11 inches, and one (1) full-size electronic copy in portable document format (pdf). The application for preliminary plat approval shall be submitted to the Zoning Administrator at least twenty (20) calendar days before the McCook Planning Commission meeting at which the application will be considered.

7.3 Fees. Fees are set by the McCook City Council.

7.4 Scale and Preliminary Plat Contents. Preliminary plats shall be a scale of one (1") inch to one hundred (100') feet, or 1" = 200' if seventy-five (75) percent of the lots are one (1) acre or larger, and shall be prepared with the following information:

- A. Name, location, acreage, owner and designer of subdivision with legal description as shown by land records.
- B. Present zoning.
- C. Date, north arrow and graphic scale.
- D. Location of property lines, roads, existing utilities with size of lines, and other underground installations and easement.
- E. Names of adjoining properties or subdivisions.
- F. Proposed utility system, including water, sewer and paving.
- G. Dimensions, lot lines, except that in industrial type subdivisions, lot lines may be excluded.
- H. Location of proposed drainage.
- I. Contours at five (5') feet intervals at 1" = 200' scale.
- J. Proposed improvements and grading concepts.
- K. Location of existing buildings.
- L. Proposed easements, dedications and reservations of land required.

September 11, 2026
Kearney, Nebraska


Miller & Associates
CONSULTING ENGINEERS, P.C.
1111 Central Ave. Kearney, NE 68847-6833

Tel: 308-234-6456
Fax: 308-234-1146
www.miller-engineers.com

City of McCook
Atten: Nate Schneider
505 West "C" Street
McCook, NE 69001

Re: Preliminary Plat for Walters Second Addition – McCook, Nebraska

Dear Nate,

Enclosed is a preliminary plat for Walters Second Addition, an addition to the City of McCook, Red Willow County, Nebraska. This proposed preliminary plat is an update to the effective preliminary plat previously approved in April 7, 2025 for the entire Walters property that consisted of 127.47 acres more or less. The parcel's legal description was then used to annex the entire property.

After annexation, the City developed a preliminary plat for the entire parcel, which featured a 40-acre sports plex lot surrounded by a mix use of commercial, multi-family, and single-family residential lots.

Subsequent to the preliminary plat, a final plat was created including lots and street right-of-way for portions of the west and southern sides, as well as the large sports plex lot. The final plat was known as "Walters First Addition" and consisted of 74.63 acres, more or less.

Design and construction of the sports plex and public infrastructure proceeded and was located within the street right-of-way that included water, sanitary sewer, storm drainage, and pavement improvements for phase 1 (Walters First Addition). The City also extended sanitary sewer around the east and north sides of the sports plex within the Gerald Victory Circle right-of-way for future development phases. However, water and paving were not a part of the initial project phase on the east and north sides of Gerald Victory Circle.

Infrastructure and connectivity on the west and south sides of Walters First Addition were the primary focus for additional lots encompassing the sports plex with commercial and multifamily land use lot options.

The proposed next phase of the subdivision is revising the original preliminary plat with a revised preliminary plat to be known as "Walters Second Addition". This revised preliminary plat includes updated lot lines and cul-de-sac alignments. We have added a few more lots by reducing the width of some of the larger lots shown initially. This updated preliminary plat also now includes the as-built infrastructure for the first addition and proposed second addition.

The proposed Walters Second Addition contains 52.85 acres more or less, with 42 lots, and three outlots for the newly constructed storm water detention cells. Lots 1 and 2 are proposed as commercial zoned lots. Lots 3 through 42 are proposed as single family residential zoned lots. If Planning Commission were to make a favorable recommendation of this preliminary plat, then the City Council would review and take action on the preliminary plat. The goal would be come back through Planning Commission and City Council with a final plat of the same area and complete the remaining platting process of this subdivision.

EXHIBIT #8

PAGE(S) - 2

If you have any questions please do not hesitate to let me know.

Sincerely yours,
MILLER & ASSOCIATES
CONSULTING ENGINEERS, P.C.



Land Development & Planning

Enclosure – Preliminary Plat, "Walters Second Addition"


Miller & Associates
CONSULTING ENGINEERS, P.C.
1111 Central Ave. Kearney, NE 68847-6833

Tel: 308-234-6456
Fax: 308-234-1146
www.miller-engineers.com

McCook Planning Commission
September 14, 2026
5:15 P.M.

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

Present: Chair Chad Lyons; Vice Chair Tammie Hilker; Commissioners David Brewster, Kelly Hammerlun, Jamie Mockry, Timothy "TJ" Renner, Jesse Stevens, Kurt Vosburg, Bobby Gaulke.

Absent: Commissioner Camy Bradley.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 10, 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 all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Chair Lyons announced that a copy of the Open Meetings Act is on the information table by the entrance to the Council Chambers and is available for public review.

1. Approve the minutes of the August 10, 2026 regular Planning Commission meeting.

Motion to approve the minutes of the August 10, 2026 regular Planning Commission meeting. This motion, made by Chad Lyons and seconded by Jamie Mockry, passed.

Camy Bradley: ABSENT, David Brewster: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, Jamie Mockry: YEA, TJ Renner: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA
YEA: 9, NAY: 0, ABSENT: 1

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding a request from the City of McCook to recommend approval of a preliminary plat which serves as the initial step in the creation of the Walters Second Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request from the City of McCook to recommend approval of a preliminary plat which serves as the initial step in the creation of the Walters Second Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Kurt Vosburg, passed.

Camy Bradley: ABSENT, David Brewster: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, Jamie Mockry: YEA, TJ Renner: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA
YEA: 9, NAY: 0, ABSENT: 1

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the September 14, 2026, Planning Commission meeting (1 page); Exhibit #2 - Notice of Public Hearing mailed and posted (1 page); Exhibit #3 - listing of property owners notified (3 pages); Exhibit #4 - Notice of Public Hearing published (1 page); Exhibit #5 - Walters Second Addition Preliminary Plat (1 page); Exhibit #6 - Land Use Application and attachments (5 pages); Exhibit #7 - City of McCook Subdivision Regulations, Section 7. Procedures (1 page); and Exhibit #8 - Memorandum from Craig Bennett, Miller & Associates, outlining the changes that were made to the proposed preliminary plat.

City Manager Schneider reviewed the process of the preliminary plat to date. The original preliminary plat was created in 2025 and a portion of that was created as Walters First Addition which included the complex area and the portions to the west and south of the complex. Walter Second Addition will be the remaining tract of land which creates residential lots, with the potential for two additional commercial lots. The preliminary plat is the initial step in subdividing the tract of property.

Scott Clifford, Miller & Associates, was present to address questions from the commission.

With no one else present to comment, I move to adjourn the public hearing and reconvene as a Planning Commission. This motion, made by Chad Lyons, and seconded by Jesse Stevens, passed.

2.B. Recommend the approval of a preliminary plat for the creation of the Walters Second Addition to the City of McCook, Red Willow County, Nebraska.

Discussion was held regarding the proposed preliminary plat.

Motion to recommend the approval of a preliminary plat for the creation of the Walters Second Addition to the City of McCook, Red Willow County, Nebraska. This motion, made by Chad Lyons and seconded by Kurt Vosburg, passed.

Camy Bradley: ABSENT, David Brewster: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, Jamie Mockry: YEA, TJ Renner: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA
YEA: 9, NAY: 0, ABSENT: 1

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 5:38 P.M.

Lea Ann Doak, City Clerk-Treasurer
Recording Secretary

CITY MANAGER'S REPORT
SEPTEMBER 12, 2026 CITY COUNCIL MEETING

ITEM: **3.A.**

Approve the minutes of the September 8, 2026 regular City Council meeting and the September 8, 2026 Budget Hearing City Council meeting.

BACKGROUND:

Receive and approve the minutes.

FISCAL
IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

September 17, 2026

McCook City Council
September 8, 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 6:20 o'clock P.M. in the City Council Chambers.

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

Absent: Councilmember Darcy Rambali.

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

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 3, 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 is on the information table by the entrance to the Council Chambers and available for public review and called the meeting to order at 6:20 P.M.

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. Ordinance No. 2026-3121 providing for the amendment of Chapter 38: Appendix E, Water Department Rates and Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2026-3121 by title.

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.

Ordinance No. 2026-3121 has been read by title and I move to approve upon its second of three readings. This motion, made by Calvin and seconded by Weedin, passed.

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

Matt Stoffel, PFM Financial Advisory LLC and Utilities Director Fawver addressed questions from the Council and public regarding the proposed rate increase.

2. Ordinance No. 2026-3122 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2026-3122 by title.

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.

Ordinance No. 2026-3122 has been read by title and I move to approve upon its first of three readings. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

Matt Stoffel, PFM Financial Advisory LLC and Utilities Director Fawver addressed questions from the Council and public regarding the proposed rate increase.

3. Ordinance No. 2026-3118 providing for the amendment of Chapter 38: Appendix F, Solid Waste Collection Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2026-3118 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 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.

Ordinance No. 2026-3118 has been read by title and I move to approve upon its second of three readings. This motion, made by Calvin and seconded by Weedon, passed.

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

Public Works Director Potthoff reviewed the proposed rate increase with the Council.

Rob Pinkal suggested picking up the 90 gallon containers once a week, instead of two.

4. Announcements & Recognitions.

City Manager Schneider announced the dedication of a War Memorial Statue honoring all veterans at the PFC Gerald L. Walters Youth Sports Complex will be held September 12, 2026 at 2:30 P.M. and that a Planning Commission meeting is scheduled for September 14, 2026 at 5:15 P.M. for consideration of the Preliminary Plat for Walters Second Addition.

Mayor Taylor presented to the Council the Community Partner Agreement received from Major General Craig Strong, Nebraska National Guard

5. Public Hearings.

5A. Public Hearing - Set Final Tax Request at a different amount than the prior year.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on setting the final tax request at a different amount than the prior year, with the City Attorney to act as hearing officer. This motion, made by Muehlenkamp and seconded by Calvin, passed.

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

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated September 8, 2026 (1 page); Exhibit #2 - Notice of Hearing published (1 page); and Exhibit #3 - 2026-2027 Property Tax Request Computation Form (1 page).

City Manager Schneider reviewed the information presented in the Notice of Hearing.

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

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

6. Consent Agenda.

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

Rambali: ABSENT, Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA

YEA: 4, NAY: 0, ABSENT: 1

- 6.A. Approve the minutes of the August 17, 2026 regular City Council meeting and the August 19, 2026 special City Council meeting.
- 6.B. Approve the St. Patrick Catholic Church request to close portions of East 4th, East "F", and East "G" Streets and to utilize city property for their annual Fall Festival on September 20, 2026.
- 6.C. Accept and file the letter of completion to be sent to the Nebraska Department of Economic Development for the close out of the CCCFF Construction Grant for the PFC Gerald L. Walters Youth Sports Complex.
- 6.D. Ratify the Memorandum of Understanding between the City of McCook and the McCook Public Schools for the use of a city police officer as the School Resource Officer for the 26-27 school year.
- 6.E. Ratify the Mayor's appointments to the Airport Advisory Commission - reappoint David Pfeffer, Trevor Taylor, Katrina Frey - terms expire November 2029; City/County Airport Zoning Board - reappoint Steve Keene, Aaron Peterson, Bruce McDowell - terms expire September 2029; Board of Zoning Adjustment - appoint Cindy Pohl - term expires September 2029 and reappoint Ryan Moore and Jerry Reitz - terms expire September 2029; Economic Development Plan Citizen's Advisory Review Committee - appoint Emily Young and Kerri Waugh - terms expire July 2029 and reappoint Rick Sinner - term expires July 2029; Library Advisory Board - reappoint Pam Wolford - term expires June 2030; Parks Advisory Board - reappoint Mark Friehe - term expires May 2029; Housing Agency Board - reappoint Doug Skiles - term expires November 2031; and the Senior Citizens Advisory Board - appoint Cathy Stewart - term expire September 2029 and reappoint Milton Duffield and Natalie Mickey - terms expire September 2029.
- 6.F. Receive and file the Fixed Base Operator (FBO) agreement between the McCook Economic Development Corporation (MEDC) and G2G Aviation McCook, LLC. to provide FBO services at McCook Ben Nelson Regional Airport.
- 6.G. Approve Resolution No. 2026-20 adopting the Second Amendment to the City of McCook, Nebraska, Police Department Employees Retirement Plan and Trust.
- 7. Regular Agenda.
- 7.A. Update regarding the youth sports complex project.

City Manager Schneider announced that a presentation from Sports Facilities Company regarding

sports management at the complex will be presented at the September 21 meeting.

7.B. Update regarding Wastewater bypass that occurred on August 27, 2026.

Utility Director Fawver read a statement regarding the Wastewater bypass that occurred on August 27, 2026.

Rose Weskamp expressed concerns regarding the process.

7.C. Statement of the City of McCook regarding License Plate Reader Camera.

City Attorney Mustion read a statement regarding License Plate Reader Cameras in the City of McCook.

7.D. Ordinance No. 2026-3119 providing for the adoption of the budget for FY 2026/2027.

Mayor Taylor asked the Clerk to read Ordinance No. 2026-3119 by title.

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.

Ordinance No. 2026-3119 has been read by title and I move to approve upon its second of three readings. This motion, made by Muehlenkamp and seconded by Taylor, passed.

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

City Staff nothing further to add to what was stated during the Budget Hearing.

7.E. Ordinance No. 2026-3120 providing for the adoption of the FY 2026/2027 Fiscal Year Employee Classification Pay Plan.

Mayor Taylor asked the Clerk to read Ordinance No. 2026-3120 by title.

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.

Ordinance No. 2026-3120 has been read by title and I move to approve upon its second of three readings. This motion, made by Calvin and seconded by Weedon, passed.

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

- 7.F. Presentation by Tyler McCarty, Lead Pastor, McCook Christian Church, regarding the McCook City Auditorium.

Tyler McCarty, Lead Pastor of the McCook Christian Church proposed to the council the possibility of the church purchasing the McCook City Auditorium. This would benefit the city by removing building expenses from the budget and help the church address their future growth needs.

Discussion was held by the council and it was the consensus for the item to be brought back at the October 19 meeting.

- 7.G. Council Comments.

There were not council comments.

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

Motion to go into executive session for the protection of public interest for a strategy session with respect to collective bargaining - Fraternal Order of Police, Lodge 57 at 7:22 P.M. This motion, made by Muehlenkamp and seconded by Calvin, passed.

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

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 protection of public interest for a strategy session with respect to collective bargaining - Fraternal Order of Police, Lodge 57. The Council will reconvene in public session following this closed session.

Included in the closed session were City manager Schneider, City Attorney Mustion, Assistant City Manager Koetter, City Clerk Doak, and Police Chief Hodgson.

Motion to come out of executive session at 7:48 P.M. This motion, made by Calvin and seconded by Taylor, passed.

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

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 7:49 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

McCook City Council
September 8, 2025
5:30 P.M.
Budget Hearing

THE BUDGET HEARING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA was held the 8th day of September, 2026, at 5:30 P.M. in the City Council Chambers. Notice of the budget hearing was published in McCook Gazette on the 3rd day of September, 2026.

Present: Mayor Taylor, Councilmembers Calvin, Weedon, Muehlenkamp, Rambali.

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter, Library Director Crocker, Utilities Director Fawver, Fire Chief Harpham, Police Chief Hodgson, Public Works Director Potthoff, Senior Services Director Siegfried, Building Inspector Barry Mooney, and Wastewater Superintendent John White.

Others present: Janet Hepp, McCook Gazette reporter; Brent Hauxwell, Tyler McCarty, Mark Reiners, Rose Weskamp, Dean McCoy, Dennis Berry, Nick Umscheid, Tacie Fawver, Rob Pinkal, Barb Pinkal, and David Blau.

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.

Mayor Taylor announced that a copy of the Open Meetings Act is on the information table 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.

1. Public Hearings.

1.A. Public Hearing - FY 2025/2026 Annual Budget.

At 5:35 P.M., motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the proposed FY 2026/2027 Annual Budget with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Weedon, passed.

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

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated September 8, 2026 meeting (1 page); Exhibit #2 - Notice of Hearing published (1 page); and Exhibit #3 - Transmittal Letter dated September 8, 2026 (8 pages). Three copies of the proposed budget statement were available to the public.

City Manager Schneider read the Budget Transmittal Letter, outlining the key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget.

Matt Stoffel, PFM Financial Advisory LLC, was present via zoom, to review the water and sewer rate review process and the proposed rate increases.

The floor was then opened for public comment on the proposed budget statement.

Public comment was received from Dean McCoy. No other members of the public present commented.

With no one present to comment, motion to close the budget hearing. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

The budget hearing was closed at 6:15 P.M.

Adjournment.

There being no further business, motion to adjourn the budget hearing. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
SEPTEMBER 21, 2026 MCCOOK CITY COUNCIL MEETING

ITEM NO. 3.B. Approve Resolution No. 2026-21 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.

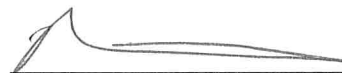
BACKGROUND:

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. 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 2026-21 which rescinds a portion of Resolution No. 2026-15 on the following property:

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

APPROVALS:



Nathan A. Schneider, City Manager

September 15, 2026



Lea Ann Doak, City Clerk

September 15, 2026



Tera Koetter, Assistant City Manager

September 15, 2026

RESOLUTION NO. 2026-21
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 25 - 409 E 5th St., McCook, NE

2026 MCC 32 - 404 E 5th St., McCook, NE

PASSED AND APPROVED this 21st day of September, 2026.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
SEPTEMBER 21, 2026 CITY COUNCIL MEETING

ITEM: **3.C.**

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Board of Zoning Adjustment - appoint Dean McCoy as alternate - term expires September 2029;
- Parks Advisory Board - reappoint Mark Friehe and Tom Bredvick - terms expire May 2029

BACKGROUND:

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

FISCAL
IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

September 16, 2026

BOARD OF ZONING ADJUSTMENT

TAMMIE HILKER**

512 East 5th

Appointed - September 25 1995

Reappointed - September 2025

Term Expires - September 2028

(Planning Commission Representative)

thilker@gpcom.net

345-3717 (H)

340-7861 (C)

CINDY POHL

904 Norris Avenue

Appointed - September 2026 (replaced Greg Larson)

Term Expires - September 2029

RYAN MOORE

1412 Centennial Drive

Appointed - April 2016 (replaced Fred Shepherd)

Reappointed - September 2026

Term Expires - September 2029

rmoore@hendersonstatebank.net

340-1345 (C)

345-4994 (W)

JERRY REITZ*

808 West 4th Street

Appointed - November 2008 (replaced Bill Longnecker)

Reappointed - September 2026

Term Expires - September 2029

jplumber48@gmail.com

345-7828 (H)

340-0866 (C)

DAVE WINDER

(Extra Territorial Representative)

Appointed - October 2025 (Replaced Rick Haney)

Term Expires - September 2028

dtwinder@mccooknet.com

340-8733

DEAN MCCOY - ALTERNATE

Appointed - September 2026 (replaced Andy Weber)

Term Expires - September 2029

rcdude01@gmail.com

*Denotes Chairperson

**Denotes Vice Chairperson

3 yr. terms

PARKS ADVISORY BOARD

CAITLIN WHITEHEAD

3 Parkview Drive

Appointed - August 2019

Reappointed June 2024

Term Expires - May 2027

caitlin.whitehead1@gmail.com

Replaced Elizabeth Yilk

(720)448-0797 (C)

308-345-8817 (W)

TRICIA WAGNER

803 West "R" Street

Appointed - December 2022

Reappointed June 2024

Term Expires - May 2027

tricia@drivewagner.com

Replaced Natalie Smith

JEREMY LABRIE

519 Norris Avenue

Appointed - September 2020

Reappointed - September 2025

Term Expires - May 2028

jeremy.labrie@yahoo.com

Replaced Bill Larington

402-209-0451

MARK FRIEHE

1007 Country Club Drive

Appointed - June 1996

Reappointed - April 2023

Term Expires - May 2026

mafriehe@gmail.com

340-5710 (C)

TOM BREDVICK

302 Elizabeth Lane

Appointed - June 2021

Reappointed - April 2023

Term Expires - May 2026

tbredvick@mnbank.com

*Denotes Chairperson

3 yr. terms

CITY MANAGER'S REPORT
SEPTEMBER 21, 2026 MCCOOK CITY COUNCIL MEETING

ITEM **3.D.** Approve the issuance of an RFP for qualified environmental professional services for the Saint Catherine's Healthcare Campus Cleanup Grant.

BACKGROUND:

The City of McCook has recently been awarded a Brownfields Grant to support the removal of environmental contamination in the former St. Catherine's Healthcare Campus buildings. To support this cleanup, the City of McCook is required to competitively procure the services of a qualified environmental professional. The work necessary of the selected company is outlined in the attached Request for Proposals. The selected professional will work under the direction of the City of McCook.

APPROVALS:



Nathan A. Schneider, City Manager

September 17, 2026



Lea Ann Doak, City Clerk

September 17, 2026

REQUEST FOR PROPOSALS
QUALIFIED ENVIRONMENTAL PROFESSIONAL SERVICES
ST. CATHERINE'S HEALTHCARE CAMPUS ASBESTOS CLEANUP GRANT
CITY OF McCOOK

INTRODUCTION

The U.S. Environmental Protection Agency (EPA) has awarded the City of McCook a Brownfields Grant to support the removal of environmental contamination in the former St. Catherine's Healthcare Campus buildings. To support this cleanup work, the City of McCook is procuring the services of a qualified environmental professional (QEP). The proposed work includes finalization of the Analysis of Brownfields Cleanup Alternatives (ABCA), development of the Quality Assurance Project Plan (QAPP), development of the Health and Safety Plan (HASP), plan approval and permitting submittals to the State of Nebraska, air monitoring and oversight during asbestos and lead removal, and final inspection along with final paperwork to close out the project. The QEP will work under the direction of the City of McCook staff associated with the project. Removal of asbestos and lead materials will allow for development of the property.

SITE DESCRIPTION

The former St. Catherine's Hospital located at 1200 West 4th street is a three-story structure constructed in 1923 and designed by architect Archer Gloyd, with major additions completed in 1930, 1948, and 1956. For nearly a century, the campus provided essential healthcare and residential services for McCook and the surrounding region, and the hospital remains a recognizable community landmark. The campus includes the Sisters of Siena Convent and a small maintenance building, historically supporting healthcare and residential uses. The hospital and convent were converted into multifamily housing in 1974 and remained occupied until closure in 2010. This property presents several significant challenges and considerations regarding cleanup and remediation due to known contamination and its historical use. A Section 128(a) Phase 1 Environmental Site Assessment was conducted in November 2013 for the hospital and maintenance facility buildings. This assessment remains relevant due to the nature of asbestos, lead, and other potential contaminants and the building's largely undisturbed condition. The convent located at 1201 West 4th Street, underwent a separate ACM assessment in January 2026. Both assessments are attached to this RFP.

SCOPE OF SERVICES

The QEP will perform the following services:

- A. Assessment and Planning Activities

- B. Prepare a QAPP for the project
 - C. Prepare a HASP for the site
 - D. Prepare and help submit all paperwork and permitting required by the State of Nebraska
 - E. Provide documentation and deliverables required for EPA ACRES database updates
 - F. Develop a cost estimate for asbestos, lead, and other contaminant abatement activities.
2. Remediation Oversight
- A. Oversee abatement field activities.
 - B. Provide air monitoring as required.
 - C. Provide project management during abatement.
 - D. Provide final inspection.
 - E. Prepare and submit paperwork to close out project.

SCHEDULE

- RFP submittals accepted until 5:00 pm on October 13, 2026
- Award of contract – October 19, 2026
- Preferred completion date for ABCA, QAPP & HASP – November 20, 2026
- Remediation Oversight – dependent on contractor schedule

It is anticipated that an abatement contract will be awarded no later than end of December with a preferred completion of the project by May 2027, with the understanding that schedule is contingent on contractor selection and scheduling.

PROPOSAL SUBMISSION REQUIREMENTS

Consultant shall provide the following in their RFP submittal:

- Qualifications and experience
 - Description of relevant experience and list of at least 2-3 comparable projects with contact information
 - EPA Brownfield experience
- Project Team
 - List of staff with qualifications and licenses that will work on the project
 - Resumes of key personnel
 - Roles and responsibilities of each team member
- Anticipated Project Timeline
 - Understanding of current work queue and its potential impacts on this proposal
- Task based cost estimate

QEP may not assign, subcontract, or transfer any part of the contract without prior written consent from the City of McCook.

Proposals may be mailed or hand delivered to:
LeaAnn Doak – City Clerk
505 West C Street
McCook, NE 69001

Flash drives with submittals are acceptable.

Proposals shall be signed by an authorized representative of the company. Late proposals will not be considered.

EVALUATION CRITERIA

<u>Evaluation Factor</u>	<u>Weight</u>
Experience with projects of similar scope	15
Staff qualifications and certifications	15
Schedule	20
Cost	50
Total Possible Points	100

GENERAL CONDITIONS

For purposes of this Request for Proposals (RFP), the City of McCook Community Development Agency, as the owner of the St. Catherine's Healthcare Campus, shall be referred to herein as the "OWNER." The Qualified Environmental Professional (QEP) retained to provide professional environmental services for the project shall be referred to herein as the "CONSULTANT."

Consultant's Insurance Coverage. The CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this article. Furthermore, the CONSULTANT shall not allow any sub-contractor to commence work under this Contract until the sub-contractor has obtained the same insurance as is required of the CONSULTANT. The sub-contractor alone shall be responsible for the sufficiency of its own insurance program.

Certificates of Insurance. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled, or materially altered, until at least 30 days prior written notice has been given to the OWNER. All insurance carried shall conform to the relevant provisions of the respective Project Documents with said insurance companies recognized as satisfactory to the Owner.

Additional Insureds. Insurance coverages furnished under this Contract, with the exception of Workers' Compensation and Employer's Liability, shall include the OWNER and their partners, directors, officers, agents, and employees as Additional Insureds on a primary and noncontributory basis, and shall include Products and completed operations with respect to the

activities of the CONSULTANT and shall be maintained for the full duration of the project including for a period after completion to include the statute of repose.

Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, with respect to any claim, suit, or judgment made or brought by or for any other insured, as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

The OWNER shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Waiver Of Subrogation. The CONSULTANT and their sub-contractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the OWNER partners, directors, officers, agents, and employees.

Workers' Compensation And Employer's Liability Insurance. The CONSULTANT shall procure, and shall maintain during the life of this Contract, Workers' Compensation Insurance as required by workers' compensation laws of the State of Nebraska and also of the state in which the sub-contractor is domiciled.

The CONSULTANT shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The Employer's Liability Insurance shall contain the following limits of liability:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

General Liability Insurance. This insurance shall be written per project on an "occurrence" policy form, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, independent consultant's and personal injury, with no exclusions for explosion, sudden and accidental pollution or an absolute or total pollution exclusion, collapse and underground perils. The commercial general liability policy shall also include a severability of interest clause and a cross-liability clause in the event more than one entity is "named insured" under the liability policy.

Limits of Insurance shall be as follows:

Each Occurrence Limit	\$1,000,000
Products/Completed Operations	\$2,000,000
General Aggregate Limit	\$2,000,000

Personal and Advertising Injury

\$1,000,000

Pollution Liability – (If Applicable).

Limits of at least: \$1,000,000 per occurrence; \$1,000,000 aggregate

If CONSULTANT or its Sub-subcontractor's work includes but is not limited to remediating, handling, processing or disposing of hazardous material including but not limited to asbestos containing materials, silica, lead, PCBs, contaminated soil, etc, coverage shall be provided for bodily injury, property damage and clean-up costs resulting for pollution conditions.

Automobile Liability Insurance. This insurance shall be written under a Business Auto Policy and shall protect the CONSULTANT and Additional Insureds against claims arising from injuries to members of the public or damage to property of others arising from the use of automobiles whether such automobiles are owned, non-owned, or hired. Automobile insurance shall include Motor Carrier Endorsement Act MCS 90 and transportation pollution coverage if applicable.

Limit of Liability \$1,000,000 each accident

Umbrella Liability Policy. This insurance shall protect the CONSULTANT and the Additional Insureds against all claims in excess of the limits provided under the employer's liability, automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall be not less than \$5,000,000 per occurrence. This policy shall be an "occurrence" type policy. However, the OWNER reserves the right to require higher limits with respect to each project.

Professional Liability. (Applicable for consultants providing or responsible for providing design/engineering/surveying services/or consulting services):

Limits of at least: \$1,000,000 per occurrence; \$1,000,000 aggregate

Policy shall provide for a retroactive date prior to the starting date of services for which this agreement applies. Policy shall not exclude bodily injury, property damage, or pollution liability. Coverage shall remain in force for a minimum of 3 years following substantial completion of construction through either policy renewal or the purchase of an Extended Reporting Provision. CONSULTANT agrees to waive its rights of recovery. Subcontractor's insurer shall endorse the policy to waive subrogation against OWNER and their respective agents, officers, directors and employees.

Property Insurance A.K.A. Builder's Risk – (If Applicable). Unless otherwise provided, the CONSULTANT shall purchase and maintain property insurance, a.k.a. builder's risk insurance, on the building construction project in amount thereto for entire work at site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of

such insurance, until final acceptance of work by the OWNER. Insurance shall include interests of the OWNER, CONSULTANT, SUBCONTRACTOR, and sub-subcontractors in work. This property insurance covering work will have deductible for each occurrence, which will be the responsibility of CONSULTANT.

Before an exposure to loss may occur, the CONSULTANT will provide a copy of the property insurance policy or evidence of property insurance, upon request that includes all property insurance coverages. The CONSULTANT will not cancel or allow such policy to expire without written notice to the other.

Waivers of Subrogation: OWNER and CONSULTANT and all SUBCONTRACTORS waive all rights against

(1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) OWNER'S or CONSULTANT'S consultants, separate consultants, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to extent covered by property insurance obtained, or other property insurance applicable to work, except such rights as they have to proceeds of such insurance held by OWNER and/or CONSULTANT as fiduciary. OWNER and/or CONSULTANT, as appropriate, shall require of OWNER'S and/or CONSULTANT'S consultants, separate consultants, if any, and subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay insurance premium directly or indirectly and whether or not person or entity had an insurable interest in property damaged.

Indemnification. To the fullest extent permitted by laws and regulations, the CONSULTANT shall defend, indemnify, and hold harmless the Purchaser, their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the CONSULTANT, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

In any and all claims against the OWNER, or of any of their officers, directors, partners, consultants, agents, or employees by any employee of the CONSULTANT, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification

obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any such sub-contractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the OWNER, the CONSULTANT, or any of their sub-contractors.

Laws to be Observed. The CONSULTANT shall keep himself fully informed of, and at all times, shall observe and comply with all federal and state laws, all local bylaws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The CONSULTANT shall protect and indemnify the OWNER and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. It shall be the responsibility of the CONSULTANT to provide all safeguards, safety devices and protective equipment and to take any other needed actions as are reasonably necessary to protect the life and health of employees on the project.

Work Eligibility Status. The CONSULTANT is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Fair Labor Standards. The CONSULTANT agrees to comply with all current applicable State, Federal, and Purchaser fair labor standards in the execution of the contract. Pursuant to the Title VI Non-Discrimination Program of the City of McCook, CONSULTANT agrees to comply with the provisions set forth by Purchaser's Title VI Non-discrimination Program, if applicable. A copy of said provisions are as follows:

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

(1) Compliance with the following Regulations:

- a. Title VI of the Civil Rights Act of 1964
- b. Federal nondiscrimination regulations under 40 CFR Parts 5 & 7
- c. 40 CFR Part 33 (DBE/MBE/WBE requirements)
- d. Davis-Bacon Act of 1931

(2) Solicitations for Subcontractors, Including Procurements of Materials and

Equipment: In all solicitations either by competitive bidding or negotiation made by the

CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the consultant of the CONSULTANT'S obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

- (3) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (3) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

ATTACHMENTS;

1. St. Catherine's Apartments Section 128 (a) Phase 1 Environmental Site Assessment (55 pg.)
2. St. Catherine's Convent ACM and Lead Contamination Assessment Report (41 pg.)
3. St. Catherine's Convent XRF Results Report (6 pg.)

CITY MANAGER'S REPORT
SEPTEMBER 21, 2026 CITY COUNCIL MEETING

ITEM: 3.E.

Approve Employment Agreement with City Manager Nathan A. Schneider for Fiscal Year 2026/2027 and authorize the Mayor to sign.

BACKGROUND:

The proposed employment agreement establishes the terms and conditions for the employment of City Manager Schneider. The base annual salary has been adjusted by 2.0% COLA and 2.5% merit in Section 3. The 2.0% COLA and 2.5% merit are included in the FY2026/2027 proposed budget for all regular employees. All other terms remain the same.

Attached for reference is a copy of the FY: 2025-2026 Nebraska Pay Surveys. This salary falls within the range of salaries included in the survey.

FISCAL
IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

September 17, 2026

City Administrator/Manager

Description of work:

Directs and manages the activities and services for the municipality; reports directly to the elected officials.

Examples of work:

Supervises the management of all the departments in the municipality; confers and assists department heads on various operating and administrative problems; prepares information for council agenda items; meets with the council in regular and special meetings; recommends policy and procedure changes; prepares annual budget; provides council with information on municipal activities; reviews expenditures and revenues; advises the council on the financial condition and needs of the municipality; handles citizen complaints; prepares insurance specifications; and performs other duties as required.

City Their job title	Population	Match	#Positions	Min Hourly	Max Hourly	Volunteer	Exempt	Full/Part/ Contract
McCook City Manager	7,996	90	1	\$76.87	\$76.87	No	No	C
Alliance City Manager	8,150	100	1	\$68.31	\$68.31	No	Yes	F
Beatrice City Administrator/General Manager	12,282	85	1	\$0.00 120.00	\$122.35	No	Yes	F
Cozad City Administrator	3,977	0	1	\$51.50	\$61.80	No	No	F
Holdrege City Administrator (B-4)	5,515	100	1	\$46.32	\$63.47	No	Yes	F
Lexington City Manager	10,348	100	1	\$81.73	\$81.73	No	Yes	F
Norfolk City Administrator	25,877	95	1	\$70.29	\$100.91	No	Yes	F
North Platte City Administrator	23,390	100	1	\$81.86	\$105.63	No	Yes	F
Ogallala City Manager	4,878	90	1	\$60.64	\$101.07	No	Yes	F
Scottsbluff City Manager	14,323	90	1	\$0.00	\$80.32	No	Yes	C <i>Current \$84.34</i>
Seward City Administrator	7,643	100	1	\$66.87	\$80.71	No	Yes	F
Sidney City Manager	6,757	80	1	\$0.00	\$62.50	No	Yes	C

York	8,000							
City Administrator	100	1	\$65.40	\$87.64	No	Yes	F	

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of September, 2026, by and between the City of McCook, Nebraska, a municipal corporation, hereinafter called the "City", and Nathan A. Schneider, hereinafter called the "City Manager", both of whom understand and agree to the following:

WITNESSETH:

WHEREAS, the City desires to contract for the professional services of said Nathan A. Schneider as City Manager of the City of McCook, Nebraska, as provided by Article 6 of Chapter 19 of the Statutes of the State of Nebraska, and the City of McCook Code of Ordinances, 2011, and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said City Manager's position; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of the City Manager and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring the City Manager with respect to his future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the City Manager; and (4) to provide a just means for terminating the City Manager's services at such time as may be necessary; and

WHEREAS, Nathan A. Schneider desires to enter into and continue employment as City Manager of said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DUTIES

The City hereby agrees to contract with Nathan A. Schneider as City Manager of said City to perform the functions and duties specified in the Statutes of the State of Nebraska and

the City of McCook Code of Ordinances, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2. TERM

The term of this Agreement shall commence on the 1st day of October, 2025, and shall supersede all preceding Agreements. The City Manager shall be an "at will" employee, and shall serve at the pleasure of the City Council, without specific term or tenure.

SECTION 3. SALARY

The City agrees to pay the City Manager for his services a base annual salary of \$163,882 plus longevity of \$3,278 for a gross annual salary of \$167,160, payable in equal bi-weekly installments.

The City may increase the salary from time to time, in such amount as it may deem appropriate, as reward for meritorious service.

The City Council shall review the City Manager's salary and benefits at a convenient date and time near August 1, 2027, and determine whether to take action to adjust the compensation of the City Manager. Annual performance evaluations, and salary reviews shall be scheduled at approximately twelve-month intervals thereafter.

SECTION 4. HOURS OF WORK

The work week for the City Manager shall be 40 hours per week and such other hours as may be necessary to fulfill the duties of the position of City Manager.

SECTION 5. AUTOMOBILE

The City and City Manager agree that the City Manager shall use his own, personal automobile for City related business. The City Manager shall be reimbursed \$5,000.00 annually, with said payment to cover the City Manager's costs for insurance, maintenance, repair, fuel and any other costs that can reasonably be expected for said job related usage. Said payments shall be paid to the City Manager by the City on a bi-weekly basis with each bi-weekly payment to be in the amount of \$192.31. The City Manager will use his own personal automobile to travel to and from any work related event(s) that may occur inside of the State of Nebraska. Travel will be provided by the City outside the State of Nebraska. City Manager

shall provide the City with a Certificate of Insurance.

SECTION 6. DUES, SUBSCRIPTIONS AND MEMBERSHIPS

The City shall pay, during his tenure, for the membership dues for the City Manager's membership in one local service organization, the International City Managers Association, and the Nebraska City Management Association.

SECTION 7. CELL PHONE (SMART PHONE) PROVISION

City agrees to provide the City Manager a cell phone (smart phone) and will pay for all monthly usage expenses.

SECTION 8. CONFERENCES

The City shall allow the City Manager to attend such conferences as the City may deem beneficial to the City and/or the professional development of the City Manager. The City shall pay all reasonable and necessary expenses of the City Manager while attending such conferences.

SECTION 9. VACATION

The City Manager will be granted vacation leave that shall be earned and accrued from the date of employment. Vacation shall accrue pursuant to the policies outlined in the City's Employee Handbook.

SECTION 10. SICK LEAVE

The City Manager shall accrue and take sick leave pursuant to the policies outlined in the City's Employee Handbook.

SECTION 11. OTHER TYPES OF LEAVE

Other types of leave, as outlined in the City's Employee Handbook, shall be applicable to the City Manager.

SECTION 12. HEALTH AND DENTAL INSURANCE

The City Manager shall receive health and dental insurance coverage for himself and his family pursuant to the policies outlined in the City's Employee Handbook. Coverage will begin the first of the month following thirty one (31) days of continuous full-time employment.

SECTION 13. GROUP LIFE INSURANCE

The City Manager shall receive life insurance coverage for himself pursuant to the policies outlined in the City's Employee Handbook. Specifically, the City Manager shall be provided, through the City's health insurance program, a life insurance policy equal to one year's gross salary as is set forth in Section 5.3.

SECTION 14. RETIREMENT

In addition to the salary paid by the City to the City Manager, the City agrees to pay an amount equal to eight percent (8%) of the City Manager's gross salary into a qualified retirement plan on the City Manager's behalf. The plan to be used shall be selected by the City Manager. The City Manager shall advise the City of his selection upon commencing employment so that any necessary participation agreements may be completed prior to payroll. The City Manager shall be responsible for all administrative, or custodial charges made by the plan.

SECTION 15. LONGEVITY

The City Manager shall receive longevity pay at the rate of one percent (1%) of base pay for each five (5) years of continuous service. The years of service shall be figured from date of permanent, full time status.

SECTION 16. PERFORMANCE EVALUATION

The Council shall review and evaluate the performance of the City Manager at least once annually in advance of the adoption of the annual operating budget after approval of this agreement. The City Council, by majority vote, may request more frequent evaluations. Said reviews will be written and oral. Said review and evaluation shall be in accordance with criteria developed jointly by the Council and the City Manager. The criteria may be added to or deleted from as the Council may from time to time determine, in consultation with the City Manager. Further, the Council shall provide the City Manager with a summary written statement of the findings of the Council and provide an adequate opportunity for the City Manager to discuss his evaluation with the Council.

Annually, the Council and the City Manager shall define such goals and performance objectives that they determine necessary for the proper operation of the City of McCook and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

SECTION 17. TERMINATION OR DISCHARGE

A(1). Termination for Any or No Reason and Consideration Given for Release of All Claims Against City. In the event the City Council, during the term of this Agreement, terminates City Manager during the term of this Agreement, terminates Employee for any or no reason, the City shall make payments as specified in Paragraph A(2) of this section in exchange for the amounts specified in Paragraph A(2) of this section. Termination shall occur for any of the following reasons:

1. The majority of the governing body votes to terminate the City Manager at a duly authorized public meeting.
2. If the City, citizens or legislature acts to amend any provisions of the pertaining to the role, powers, duties, authority, responsibilities of the City Manager's position that substantially changes the form of government, the City Manager shall have the right to declare that such amendments constitute termination.
3. If the City reduces the base salary, compensation or any other financial benefit of the City Manager, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
4. If the City Manager resigns following an offer to accept resignation, whether formal or informal, by the City, then the City Manager may declare a termination as of the date of the suggestion.

A(2). Value of Claims Against City Released by City Manager and Participation in Post-Agreement Proceedings. City agrees to provide such a lump sum payment of five (5) months salary to the City Manager to avoid the expense of:

1. Conducting a pre- and post-termination grievance hearing.
2. Conducting a Loudermill hearing and "full blown" due process hearing.
3. Defending a discrimination charge brought under the municipal code, state law, and/or federal law.
4. Defending a breach of contract claim.
5. The City Manager, in accepting this lump sum payment, agrees after termination of employment with the City that he will voluntarily participate and cooperate with the City in the defense of the City and its elected officials and employees and the prosecution of any action or proceeding about which the Employee has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the City's attorneys at mutually convenient times regarding the fact of the matter and agreeing to make himself available for a deposition and/or trial.
6. The City shall prepare a release and waiver form to be signed by the City Manager in accordance with this paragraph.

A(3). Non-Renewal. The failure of the City to renew any employment contract containing language similar or identical to Section 15 of this Agreement shall be treated as a termination for any or no reason and shall trigger the payment of amounts set forth in Paragraph A(2) of this section.

SECTION 18. DEFENSE AND INDEMNIFICATION

City shall, at its expense or that of its insurers, defend and indemnify the City Manager from liability for his acts or omissions performed in connection with his duties as City Manager to the extent the acts or omissions constituting the grounds for alleged liability, if actionable at all, were based upon the City Manager's good faith judgment that the acts or omissions were not contrary to the best interests of the City.

SECTION 19. GENERAL PROVISIONS

The text herein shall constitute the entire Agreement between the City and the City Manager and shall be binding upon and inure to the benefit of the heirs at law and the executors of the City Manager.

If any provision or any portion hereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of McCook has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the City Manager has signed and executed this Agreement both in duplicate, and day and year first written above.

CITY OF MCCOOK

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk

CITY MANAGER

Nathan A. Schneider

CITY MANAGER'S REPORT
September 21, 2026 CITY COUNCIL MEETING

ITEM: 3.F.

Approve and authorize mayor to sign a land use agreement between the City of McCook and Mark & Kathleen Eiler.

BACKGROUND:

During the construction of the new WRRF (Water Resource Recovery Facility) excess dirt will need to be removed from the property and placed at a location off site. The agreement allows the contractor to place excess dirt at certain locations on the Eiler property saving the cost of transporting the dirt to the WTP.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

APPROVALS:



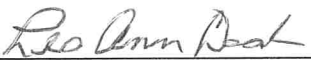
Pat Fawver, Utilities Director

September 21, 2026



Nate Schneider, City Manager

September 21, 2026



Lea Ann Doak, City Clerk

September 21, 2026

**LAND USE, INGRESS AND EGRESS, AND
TEMPORARY CONSTRUCTION LICENSE AGREEMENT**

This Land Use, Ingress and Egress, and Temporary Construction License Agreement (“Agreement”) is made effective as of the ____ day of _____, 2026 (“Effective Date”), by and between the City of McCook, Nebraska, a municipal corporation and city of the first class (“City”), and Mark L. Eiler and Kathleen M. Eiler, husband and wife, as joint tenants (collectively, “Owners”). The City and Owners are each a “Party” and together the “Parties.”

RECITALS

- A. The City owns and operates a wastewater treatment plant located in or near McCook, Red Willow County, Nebraska (the “Plant”), and is undertaking a construction project at the Plant known as the Wastewater Treatment Plant Improvements Project (the “Project”).
- B. Owners own real property adjoining the Plant, more particularly described in Section 2 (the “Property”).
- C. The Project requires excavation at the Plant site. The City needs a location on which to place the excavated soil, and, because the excavation may encounter groundwater, a route across which to run temporary dewatering lines and an area at which to discharge the pumped water.
- D. Owners are willing to allow the City and its Contractor to place the excavated soil on the Property, to run temporary dewatering lines across and discharge water on the Property, and to enter and cross the Property for those purposes, in exchange for the City’s agreement to grade the fill, to construct the Berm described in Section 7.6 from the excavated soil, and to seed the disturbed areas to grass, all on the terms set out below.
- E. This Agreement will be included in the Contract Documents furnished to prospective bidders on the Project so that the Contractor is bound by, and may rely upon, its terms.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- 1. **Definitions.** The following terms have the meanings given below. Other capitalized terms are defined where they first appear.
 - 1.1. “Contractor” means the general contractor awarded the construction contract for the Project, together with its subcontractors, suppliers, employees, and agents of any tier.
 - 1.2. “Contract Documents” means the plans, specifications, and other documents comprising the City’s construction contract for the Project.

- 1.3. "Exhibit A" means the maps attached to and incorporated in this Agreement identifying the Fill Area, the Stockpile Area, the Access Route, the Dewatering Route, the Discharge Area, and the Berm Area on the Property.
- 1.4. "Fill Area" means the area of the Property shaded in red on Exhibit A and labeled "Remaining soil fill area," lying immediately west and south of the Plant site, on which the City may place, grade, and leave excavated soil, together with the Discharge Area after dewatering has ended as provided in Section 9.5.
- 1.5. "Tree Removal Area" means those portions of the Fill Area and the Discharge Area on which trees, brush, and vegetation must be removed to accept fill.
- 1.6. "Stockpile Area" means the location on the Property shown on Exhibit A for the stockpiling of trees removed from the Tree Removal Area.
- 1.7. "Access Route" means the existing field drive shown on Exhibit A as a blue dotted line, running from the Plant site easterly along the south edge of Owners' field and northerly to Ravenswood Road.
- 1.8. "Dewatering Route" means the route shown on Exhibit A from the Plant site to the Discharge Area, and "Discharge Area" means the existing pond on the Property shown on Exhibit A as the "north pond area."
- 1.9. "Berm Area" means the location on the Property shown on Exhibit A as a solid red line north of Owners' residence, on which the Berm described in Section 7.6 is to be constructed.
- 1.10. "License Area" means, collectively, the Fill Area, Tree Removal Area, Stockpile Area, Access Route, Dewatering Route, Discharge Area, and Berm Area, together with any other portion of the Property the Parties later agree in writing may be used under this Agreement.
- 1.11. "Work" means all activities the City or the Contractor performs on the Property under this Agreement.

2. Property; Owners' Representations.

- 2.1. The Property is legally described as: Blocks Twenty-six (26) and Twenty-seven (27), Hatfield Park Addition to the City of McCook, Red Willow County, Nebraska, except a tract of land deeded and recorded on December 26, 1990, at 12:05 p.m. in Book 119, at Page 402 of the Deed Records of Red Willow County, described as that part of the Northwest Quarter of the Northwest Quarter of Section 34, Township 3 North, Range 29 West of the 6th P.M., a/k/a part of Blocks 26 and 27, Hatfield Park Addition to McCook, Nebraska, South of the Republican River; being the real estate conveyed to Owners by Joint Tenancy Warranty Deed recorded September 16, 2005, in Book 132, Page 212 of the Deed Records of Red Willow County, Nebraska. The License Area is limited to those portions of the Property shown on Exhibit A.

- 2.2. Owners represent and warrant that they are the sole owners of the Property in fee simple; that they have full authority to enter into this Agreement without the consent of any other person; that no tenant, lessee, lienholder, or other person holds any interest in the Property whose consent to the Work is required, or, if any such consent is required, Owners have obtained it in writing and will furnish a copy to the City on request; and that Owners have considered any effect the Work may have on any farm program enrollment, crop insurance, or conservation compliance affecting the Property and accept that effect.
- 2.3. Owners shall not, and shall not permit any tenant or other person to, interfere with the Work within the License Area during the Term, and shall keep livestock out of the License Area during the Term and during the establishment period described in Section 10.
3. **Grant of License.**
 - 3.1. Owners grant to the City, and to the Contractor as the City's authorized agent, a non-exclusive, temporary license to enter upon and use the License Area for the purposes stated in this Agreement during the Term. This license is a personal, revocable license, revocable only as provided in this Agreement, and is not an easement.
 - 3.2. Nothing in this Agreement grants the City an easement, ownership interest, or other permanent property right in the Property, and nothing in this Agreement shall be recorded, unless separately agreed in a writing signed by the Parties and acknowledged for recording.
4. **Permitted Uses.** The City and the Contractor may use the License Area during the Term for the following, and for no other purpose without Owners' written consent:
 - 4.1. Transporting excavated soil from the Plant site and placing, spreading, compacting, and grading it within the Fill Area and the Berm Area, as provided in Section 7;
 - 4.2. Removing trees, brush, and vegetation within the Tree Removal Area, as provided in Section 6;
 - 4.3. Installing, operating, maintaining, and removing temporary dewatering lines, pumps, and related equipment along the Dewatering Route and discharging water within the Discharge Area, as provided in Section 9;
 - 4.4. Ingress and egress for personnel, vehicles, trucks, construction equipment, and materials, as provided in Section 5;
 - 4.5. Temporarily staging equipment and materials within the Fill Area, as provided in Section 13; and
 - 4.6. Other activities reasonably necessary and incidental to the foregoing, including surveying, erosion control, seeding, and restoration.

The City shall make reasonable efforts to minimize unnecessary disturbance to the Property, and shall confine the Work to the License Area.

5. Ingress and Egress.

- 5.1. The Fill Area, Dewatering Route, and Discharge Area adjoin the Plant site, and the City and the Contractor shall enter them directly from the Plant site. For transporting soil to the Berm Area, the City and the Contractor may, at the Contractor's election, use the Access Route or Ravenswood Road, entering the Berm Area from either. The City and the Contractor shall not otherwise cross the Property except over routes the Parties agree upon in writing.
- 5.2. If the Access Route is materially damaged as a direct result of the Work, it shall be restored to a condition reasonably comparable to its condition before the Work. Normal wear resulting from reasonable use shall not require reconstruction or improvement of the Access Route beyond its pre-Project condition.

6. Tree and Vegetation Removal.

- 6.1. The City and the Contractor may remove trees, brush, and other vegetation within the Tree Removal Area as necessary to prepare the Fill Area and the Discharge Area for placement of fill and completion of the Work. No trees shall be removed outside the Tree Removal Area without Owners' written consent.
- 6.2. Trees removed from the Tree Removal Area shall be neatly stockpiled within the Stockpile Area, with trunks oriented east-west, and Owners shall thereafter own and be responsible for the stockpiled material. Brush and other vegetation shall be stockpiled with the trees or otherwise disposed of as the Contract Documents provide.
- 6.3. Owners waive any claim against the City or the Contractor for the value of trees, timber, or vegetation removed within the Tree Removal Area. Unless otherwise agreed in writing, the City shall not be responsible for replacing trees or vegetation removed within the Tree Removal Area.

7. Fill Placement, Grading, and Berm.

- 7.1. The City and the Contractor may transport soil excavated from the Plant site to the Fill Area and the Berm Area and may place, spread, compact, grade, and otherwise work that soil within those areas. The City anticipates placing approximately 18,000 cubic yards of soil, but may place a lesser amount. Placement of a materially greater amount, or placement outside the Fill Area and the Berm Area, requires Owners' written consent under Section 20.
- 7.2. The City warrants that all material placed on the Property shall consist of clean native soil excavated from the Plant site and shall be free of concrete, asphalt, rebar, construction debris, refuse, sludge, and hazardous or regulated substances. The City shall

require the Contractor to remove from the Property, at no cost to Owners, any material placed in violation of this subsection.

- 7.3. Final grading shall be completed to provide reasonable drainage, leave the Fill Area in a stable condition with slopes suitable for seeding and ordinary maintenance, and avoid diverting surface water onto adjoining land or concentrating surface water at any point on the Property in a manner that did not exist before the Work. The City shall furnish Owners, on request, the grading plan or cross-sections for the Fill Area included in the Contract Documents. The Fill Area shall be seeded under Section 10 after final grading is completed.
- 7.4. Title to all soil placed within the Fill Area and the Berm Area passes to Owners upon placement. Owners accept the fill, final grading, and the Berm as improvements to the Property at no charge, and no compensation, rent, tipping fee, or other payment is owed by either Party to the other on account of them.
- 7.5. The City makes no warranty regarding the compaction, bearing capacity, or suitability of the fill for any structure, road, or other improvement, and, from and after Final Acceptance under Section 19, Owners assume all responsibility for the Fill Area and the Berm Area, including settlement, erosion, and drainage, and release the City and the Contractor from any claim on account of them, except as expressly provided in Section 10.
- 7.6. **Berm.** As part of the Work, and using soil excavated from the Plant site, the City shall cause the Contractor to construct an earthen berm within the Berm Area along the alignment shown on Exhibit A (the "Berm"). The Berm shall be approximately three (3) feet in height above existing grade, with a flat top approximately two (2) feet in width and side slopes of approximately four horizontal to one vertical (4:1), and shall be constructed in accordance with the Contract Documents. The Berm shall be seeded to buffalo grass under Section 10. The Berm is constructed at Owners' request and for Owners' benefit. Subsections 7.4 and 7.5 apply to the Berm, and, without limiting them, the City makes no warranty that the Berm will divert, detain, or exclude surface water or floodwater from Owners' residence or any other part of the Property, and Owners assume all responsibility for maintaining the Berm from and after Final Acceptance.
8. **Topsoil.** The City or the Contractor shall strip and stockpile usable topsoil from areas of the Property disturbed by the Work when reasonably practical. Upon completion of fill placement and final grading, the Contractor shall redistribute the stockpiled topsoil over the disturbed areas to support final restoration and seeding.
9. **Dewatering.**
 - 9.1. Owners authorize the City and the Contractor to temporarily install, operate, maintain, and remove dewatering hoses, pipes, pumps, and related equipment along the Dewatering

Route and to discharge water pumped from the Project excavation within the Discharge Area.

- 9.2. The City warrants that water discharged on the Property shall consist only of groundwater and precipitation pumped from the Project excavation, and shall not include process wastewater, sludge, sanitary sewage, or seepage from the Plant's treatment units or lagoons. The City shall require the Contractor to conduct all dewatering in accordance with the permits described in Section 14, and shall furnish Owners, on request, a copy of the applicable permit or permit coverage and any monitoring results required by it.
- 9.3. Before dewatering begins, the City shall give Owners written notice of the anticipated pumping rate and duration, and shall give Owners written notice when dewatering has ended. The Contractor shall install and maintain energy dissipation and sediment control at the point of discharge sufficient to prevent scour and erosion within and downstream of the Discharge Area.
- 9.4. Owners acknowledge that dewatering may result in temporary ponding, saturation, and loss of use of the Discharge Area and the ground reasonably adjacent to it, and release the City and the Contractor from any claim for such conditions during the Term. The City remains responsible under Section 15 for damage outside the Discharge Area and the ground reasonably adjacent to it that results from a failure to comply with this Section.
- 9.5. Temporary dewatering facilities shall be removed when no longer required. After dewatering has ended, the Contractor shall fill the pond within the Discharge Area with soil excavated from the Plant site, grade it to drain, and seed it under Section 10, and the Dewatering Route shall be restored under Section 10.

10. Seeding and Restoration.

- 10.1. Following completion of fill placement, final grading, construction of the Berm, and topsoil redistribution, and following removal of dewatering facilities, all areas of the Property disturbed by the Work shall be seeded to grass.
- 10.2. Unless the Parties otherwise agree in writing, the Fill Area and the Discharge Area shall be seeded with the Type B seed mixture specified in the Contract Documents, and the Berm shall be seeded with buffalo grass. Any other disturbed area shall be seeded with a mixture agreed upon by the City and Owners; if Owners do not state a preference within ten (10) days after the City requests one, the City may use a seed mixture appropriate for the site and surrounding ground conditions. Seeding shall be performed by drill or an equivalent method appropriate for the site, within a seasonal window suitable for the mixture selected, and with mulch or other erosion control on slopes, on the Berm, and in any area where the Contract Documents or the permits described in Section 14 require it.

11. Fencing.

- 11.1. Where existing fencing must be removed to complete the Work or provide construction access, the City or the Contractor shall remove only the necessary portions of fencing.
- 11.2. Upon completion of the Work, removed fencing shall be replaced or reconstructed in substantially similar condition and location unless otherwise agreed by the Parties in writing.
- 11.3. Temporary fencing may be installed when reasonably necessary to control livestock, security, or access during construction, and shall be removed on completion of the Work unless Owners request in writing that it remain.

12. Access Road. The Access Route may be used under Section 5. The City shall not construct any new permanent road on the Property. Any temporary haul road or surfacing installed by the Contractor shall be removed and the ground restored under Section 10 unless Owners request in writing that it remain, in which case it becomes the property and responsibility of Owners.

13. Temporary Construction Activities.

- 13.1. The City and the Contractor may temporarily stage construction equipment and materials within the Fill Area when reasonably necessary to complete the Work. No staging shall occur on the Property outside the Fill Area without Owners' written consent.
- 13.2. Fuel, chemicals, and other potentially hazardous materials shall be handled, stored, and disposed of in accordance with applicable law and normal construction practice. No fuel or chemicals shall be stored overnight on the Property. Any spill or release on the Property shall be reported to Owners and to the appropriate authorities and shall be cleaned up by the City or the Contractor at no cost to Owners.

14. Permits and Approvals.

- 14.1. The City, at its cost, is responsible for identifying and obtaining, or causing the Contractor to obtain, all permits, authorizations, and approvals required for the Work, including without limitation, as to the fill placement and the Berm, any floodplain development permit required under the City's floodplain regulations or the Nebraska Flood Plain Management Act, Neb. Rev. Stat. §§ 31-1001 to 31-1023; any permit or authorization required by the United States Army Corps of Engineers; any construction stormwater or construction dewatering permit or general-permit coverage required by the Nebraska Department of Environment and Energy; and any registration, notice, or approval required by the Nebraska Department of Natural Resources or the Middle Republican Natural Resources District for temporary dewatering.
- 14.2. Owners shall cooperate with the City by promptly signing, as landowner, any permit application or landowner authorization reasonably required for the Work, provided the application does not impose any cost or continuing obligation on Owners.

- 14.3. If a required permit or approval cannot be obtained on terms acceptable to the City, the City may terminate this Agreement under Section 18, and neither Party shall have any further obligation to the other except as provided in that Section.

15. Damage to Property.

- 15.1. The City shall be responsible for repairing, or causing the Contractor to repair, damage to the Property directly caused by the City or the Contractor that occurs outside the License Area, or that occurs within the License Area but is not authorized by this Agreement.
- 15.2. The City is not responsible for the following, which Owners accept as the anticipated result of the Work: clearing, grading, excavation, fill placement, construction of the Berm, staging, dewatering, and other activities authorized by this Agreement within the License Area; removal of trees and vegetation within the Tree Removal Area; ordinary wear associated with authorized ingress and egress; and damage caused by weather, flooding, or other conditions outside the reasonable control of the City and the Contractor.
- 15.3. Owners acknowledge that the License Area shown on Exhibit A consists of field edges, tree line, low ground, and the Berm Area, and that no crop-damage payment is owed for the License Area. If the Work damages a growing crop outside the License Area, the City shall pay Owners the fair value of the crop lost.

16. Insurance; Contractor Obligations; Political Subdivisions Tort Claims Act.

- 16.1. The City shall require the Contractor, in the Contract Documents, to maintain during the Work insurance appropriate for the Work and in accordance with the City's standard insurance requirements for the Project, including at a minimum: Commercial General Liability insurance; Automobile Liability insurance covering vehicles and equipment used in connection with the Work; Workers' Compensation insurance as required by Nebraska law; and Employers' Liability insurance. The minimum limits shall be those stated in the Contract Documents, which shall be not less than the limits the City requires for the Project as a whole.
- 16.2. The Contract Documents shall require that the Contractor's Commercial General Liability and Automobile Liability policies name the City of McCook, Nebraska, and Mark L. Eiler and Kathleen M. Eiler as additional insureds with respect to the Contractor's operations on the Property, and that the Contractor furnish certificates of insurance to the City before beginning work on the Property. On request, the City shall provide Owners with evidence of the Contractor's insurance coverage.
- 16.3. The Contract Documents shall require the Contractor to indemnify, defend, and hold harmless Owners from claims, damages, losses, and expenses, including reasonable attorney fees, arising from the negligent acts or omissions of the Contractor in connection

with work performed on the Property. Owners are intended third-party beneficiaries of that indemnity and of the additional-insured requirement in subsection 16.2, and may enforce them directly against the Contractor.

- 16.4. If the City performs any portion of the Work with its own employees and equipment rather than through the Contractor, subsections 16.1 through 16.3 do not apply to that portion of the Work, and the City's liability for it is governed by the Nebraska Political Subdivisions Tort Claims Act, Neb. Rev. Stat. §§ 13-901 to 13-928.
- 16.5. Nothing in this Agreement shall be interpreted as a waiver of any defense, immunity, limitation of liability, or other protection available to the City of McCook, or to its officers, employees, or agents, under the Nebraska Political Subdivisions Tort Claims Act or other applicable law.
17. **Release.** Except for the City's express obligations under this Agreement and for claims covered by the Contractor's indemnity under Section 16.3, Owners release the City, its officers, employees, and agents from all claims arising out of the use of the License Area in accordance with this Agreement, including any claim that the placement of fill, the construction of the Berm, the dewatering discharge, or the entry of the City or the Contractor constitutes a taking, trespass, or nuisance or entitles Owners to rent or compensation.
18. **Term; Schedule; Termination.**
- 18.1. This Agreement becomes effective on the Effective Date and remains in effect until Final Acceptance under Section 19, unless earlier terminated under this Section (the "Term").
- 18.2. The Project is in the bidding phase as of the Effective Date and no construction schedule has been established. The City shall give Owners written notice of the date on which the Contractor is expected to begin work on the Property not less than fourteen (14) days before that date.
- 18.3. Owners acknowledge that this Agreement will be furnished to prospective bidders and relied upon by them in preparing bids, and by the Contractor in performing the Project. Accordingly, Owners have no right to terminate, revoke, or rescind this Agreement or the license granted by it except as provided in subsection 18.5, and Owners shall not exclude the City or the Contractor from the License Area, interfere with the Work, or take any other self-help action during the Term. Owners' sole remedies for any breach by the City are those stated in subsection 18.6.
- 18.4. The City may terminate this Agreement, without liability to Owners, by written notice given (i) at any time before the Contractor first enters the Property to begin the Work; (ii) if the City does not award a construction contract for the Project, or the Project is abandoned; or (iii) under Section 14.3. After the Contractor has entered the Property, the City may terminate only by written agreement of the Parties, or upon termination or completion of the Project without use of the Property.

- 18.5. If the City has not issued a notice to proceed to the Contractor for the Project within twenty-four (24) months after the Effective Date, Owners may terminate this Agreement by written notice to the City, provided that no Work has begun on the Property and the notice is received by the City before the City issues a notice to proceed. Owners have no other right to terminate.
- 18.6. If the City fails to perform any obligation under this Agreement, Owners shall give the City written notice describing the failure, and the City shall have thirty (30) days after receipt (or such longer period as is reasonably required if the cure cannot be completed within thirty days and the City begins and diligently pursues it) to cure. If the City fails to cure, Owners may pursue specific performance of the City's obligations and recover the reasonable cost of performing any restoration obligation the City has failed to perform, and any other damages recoverable under Nebraska law, subject to Section 16.5. Termination is not a remedy available to Owners under this subsection.
- 18.7. If the City terminates after the Contractor has entered the Property, the City shall cause the Contractor to remove its equipment and materials from the Property, restore any partially completed fill or Berm to a safe and stable grade, remove dewatering facilities, and seed disturbed areas under Section 10. Sections 7.4, 7.5, 15, 16, and 17 survive termination.
- 18.8. Following substantial completion of the Work, the City and the Contractor shall be permitted reasonable access to the Property, on reasonable notice to Owners, for cleanup, inspection, corrective work and seeding.
19. **Completion and Final Acceptance.** When the City believes the Work on the Property, including final grading, construction of the Berm, topsoil redistribution, seeding, fencing, and removal of dewatering facilities, is complete, the City shall give Owners written notice and the Parties shall jointly walk the License Area within fourteen (14) days after the notice. Owners shall, within ten (10) days after the walk-through, either give the City written acceptance of the Work ("Final Acceptance") or a written list of specific items Owners believe remain incomplete under this Agreement. Final Acceptance shall not be unreasonably withheld. If Owners neither accept nor deliver a list within the ten (10) days, the Work is deemed accepted. Upon completion of any listed items, Final Acceptance shall be given.
20. **Cooperation; Changes in Scope.**
- 20.1. The Parties shall cooperate in good faith regarding reasonable adjustments to the Access Route, construction limits, the Dewatering Route, the alignment of the Berm, and restoration activities that become necessary during construction. Minor adjustments that do not materially enlarge the License Area may be approved by Owners and the City's Public Works Director or the City's project engineer by an exchange of writings, including e-mail, and shall be documented by a revised Exhibit A.

20.2. Any substantial change to the scope of the Work on the Property, including placement of fill outside the Fill Area or the Berm Area, placement of materially more fill than stated in Section 7.1, tree removal outside the Tree Removal Area, relocation of the Discharge Area, or construction of the Berm outside the Berm Area or materially larger than described in Section 7.6, requires a written amendment under Section 22.3.

21. Incorporation into Contract Documents.

21.1. Owners acknowledge and consent that a copy of this Agreement, including Exhibit A, will be included in the Contract Documents furnished to prospective bidders and will be binding on the Contractor. The Contractor may rely on this Agreement as Owners' authorization for the Contractor's entry and use of the License Area in accordance with its terms.

21.2. Except as provided in Section 16.3, this Agreement creates no rights in any person other than the Parties, and the Contractor is not a third-party beneficiary of Owners' obligations to the City.

22. General Provisions.

22.1. **Notices.** Notices under this Agreement shall be in writing and delivered by hand, by United States mail, or by e-mail with confirmation of receipt, to the City at City of McCook, Attn: City Manager, 505 W. C Street, McCook, Nebraska 69001, with a copy to the City Attorney; and to Owners at Mark L. and Kathleen M. Eiler, 38672 Ravenswood Rd., McCook, NE 69001; or to such other address as a Party designates by notice.

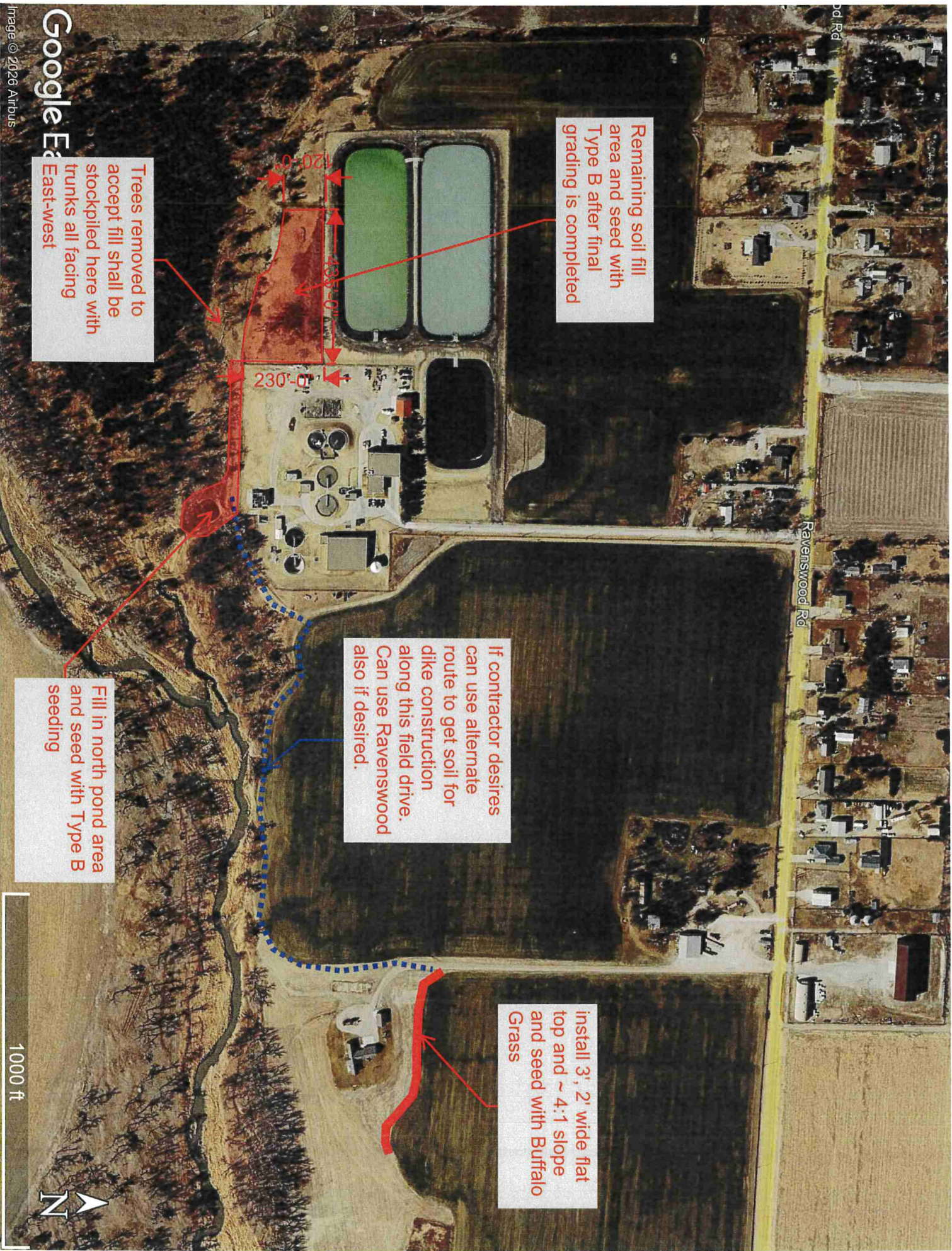
22.2. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Nebraska. Venue for any action arising out of this Agreement lies in the District Court of Red Willow County, Nebraska.

22.3. **Entire Agreement; Amendment.** This Agreement, including Exhibit A, is the entire agreement of the Parties regarding the temporary use of the Property for the Project and supersedes all prior discussions. Except as provided in Section 20.1, any amendment shall be in writing and signed by both Parties.

22.4. **Successors and Assigns.** This Agreement binds and benefits the Parties and their heirs, successors, and assigns. If Owners convey any interest in the Property during the Term, Owners shall give the City written notice before the conveyance, and the conveyance shall be made subject to this Agreement.

22.5. **Severability.** If any provision of this Agreement is held invalid, the remaining provisions remain in effect.

22.6. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which is an original, and signatures delivered electronically or by facsimile are effective as originals.



Remaining soil fill area and seed with Type B after final grading is completed

If contractor desires can use alternate route to get soil for dike construction along this field drive. Can use Ravenswood also if desired.

install 3', 2' wide flat top and ~ 4:1 slope and seed with Buffalo Grass

Trees removed to accept fill shall be stockpiled here with trunks all facing East-west

Fill in north pond area and seed with Type B

seeding



1000 ft



Use this side as
emergency access for
drill rig?

Run dewatering
Water to this pond as
needed, then fill in

CITY MANAGER'S REPORT
SEPTEMBER 21, 2026 CITY COUNCIL MEETING

ITEM: **3.G.**

RECOMMENDATION:

Accept the minutes of the September 14, 2026 Planning Commission meeting.

BACKGROUND:

Accept minutes from various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 17, 2026

McCook Planning Commission
September 14, 2026
5:15 P.M.

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

Present: Chair Chad Lyons; Vice Chair Tammie Hilker; Commissioners David Brewster, Kelly Hammerlun, Jamie Mockry, Timothy "TJ" Renner, Jesse Stevens, Kurt Vosburg, Bobby Gaulke.

Absent: Commissioner Camy Bradley.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 10, 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 all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Chair Lyons announced that a copy of the Open Meetings Act is on the information table by the entrance to the Council Chambers and is available for public review.

1. Approve the minutes of the August 10, 2026 regular Planning Commission meeting.

Motion to approve the minutes of the August 10, 2026 regular Planning Commission meeting. This motion, made by Chad Lyons and seconded by Jamie Mockry, passed.

Camy Bradley: ABSENT, David Brewster: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, Jamie Mockry: YEA, TJ Renner: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA
YEA: 9, NAY: 0, ABSENT: 1

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding a request from the City of McCook to recommend approval of a preliminary plat which serves as the initial step in the creation of the Walters Second Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request from the City of McCook to recommend approval of a preliminary plat which serves as the initial step in the creation of the Walters Second Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Chad Lyons and seconded by Kurt Vosburg, passed.

Camy Bradley: ABSENT, David Brewster: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, Jamie Mockry: YEA, TJ Renner: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA
YEA: 9, NAY: 0, ABSENT: 1

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the September 14, 2026, Planning Commission meeting (1 page); Exhibit #2 - Notice of Public Hearing mailed and posted (1 page); Exhibit #3 - listing of property owners notified (3 pages); Exhibit #4 - Notice of Public Hearing published (1 page); Exhibit #5 - Walters Second Addition Preliminary Plat (1 page); Exhibit #6 - Land Use Application and attachments (5 pages); Exhibit #7 - City of McCook Subdivision Regulations, Section 7. Procedures (1 page); and Exhibit #8 - Memorandum from Craig Bennett, Miller & Associates, outlining the changes that were made to the proposed preliminary plat.

City Manager Schneider reviewed the process of the preliminary plat to date. The original preliminary plat was created in 2025 and a portion of that was created as Walters First Addition which included the complex area and the portions to the west and south of the complex. Walter Second Addition will be the remaining tract of land which creates residential lots, with the potential for two additional commercial lots. The preliminary plat is the initial step in subdividing the tract of property.

Scott Clifford, Miller & Associates, was present to address questions from the commission.

With no one else present to comment, I move to adjourn the public hearing and reconvene as a Planning Commission. This motion, made by Chad Lyons, and seconded by Jesse Stevens, passed.

2.B. Recommend the approval of a preliminary plat for the creation of the Walters Second Addition to the City of McCook, Red Willow County, Nebraska.

Discussion was held regarding the proposed preliminary plat.

Motion to recommend the approval of a preliminary plat for the creation of the Walters Second Addition to the City of McCook, Red Willow County, Nebraska. This motion, made by Chad Lyons and seconded by Kurt Vosburg, passed.

Camy Bradley: ABSENT, David Brewster: YEA, Bobby Gaulke: YEA, Kelly Hammerlun: YEA, Tammie Hilker: YEA, Chad Lyons: YEA, Jamie Mockry: YEA, TJ Renner: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA
YEA: 9, NAY: 0, ABSENT: 1

Adjournment.

With no further business, Chair Lyons declared the Planning Commission meeting adjourned at 5:38 P.M.

Lea Ann Doak, City Clerk-Treasurer
Recording Secretary

**CITY MANAGER'S REPORT
SEPTEMBER 21, 2026 MCCOOK CITY COUNCIL MEETING**

4.A
ITEM NO. 4.A Presentation from J.D. Wood with Sports Feasibility Companies regarding potential management services at the P.F.C. Gerald L. Walters Youth Sports Complex.

BACKGROUND:

Following construction of the P.F.C. Gerald L. Walters Youth Sports Complex, it is time to discuss the best management practice at the facility. The Complex would benefit from having an experienced management team with established connections serve in this capacity. Sports Feasibility Companies (SFC) is a known commodity to the City of McCook. Not only did SFC complete the Complex's feasibility study and pro forma, a division of SFC specializes in sports complex management. SFC manages facilities through the country.

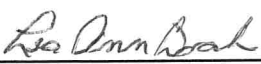
J.D. Wood will be present to introduce himself and explain the management services Sports Feasibility Companies provide.

APPROVALS:



Nathan A. Schneider, City Manager

September 15, 2026



Lea Ann Doak, City Clerk

September 15, 2026



Tera Koetter, Assistant City Manager

September 15, 2026

CITY MANAGER'S REPORT
SEPTEMBER 21, 2026 CITY COUNCIL MEETING

ITEM: **4.B.**

Approve Ordinance No. 2026-3119 providing for the adoption of the budget for FY 2026/2027 on its third and final reading.

BACKGROUND:

Ordinance No. 2026-3119 provides for the adoption of the budget for Fiscal Year 2026/2027 after discussion and consideration by the Council.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 16, 2026



Tera Koetter, Assistant City Manager

September 16, 2026



Nathan A. Schneider, City Manager

September 16, 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 21st 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
SEPTEMBER 21, 2026 CITY COUNCIL MEETING

ITEM: **4.C.**

Approve Ordinance No. 2026-3120 providing for the adoption of the FY 2026/2027 Fiscal Year Employee Classification Pay Plan on its third and final reading.

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

September 16, 2026



Tera Koetter, Assistant City Manager

September 16, 2026



Nathan A. Schneider, City Manager

September 16, 2026

ORDINANCE NO. 2026-3120

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, 2026.

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 21st 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

(PAY GRADE)	POSITION	HOURLY/MONTHLY RATE		12-MONTH ANNUAL RANGE	
(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		
	Part-Time Custodian/Maintenance	16.263	- 23.379		
(100)	Full-Time Custodial/Maintenance Public Transportation Driver	16.263	- 23.379	33,827	- 48,629
(105)	Assistant Cook	16.594	- 21.273	34,516	- 44,248
(110)	Clerk II (Public Transit Dispatcher)	17.130	- 24.089	35,630	- 50,106
(115)	Head Cook	17.933	- 26.765	37,300	- 55,671

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>		<u>12-MONTH ANNUAL RANGE</u>	
(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

(PAY GRADE)	POSITION	HOURLY/MONTHLY RATE		12-MONTH ANNUAL RANGE	
(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	32.196	-	41.782	
	Senior Services Director				
	Public Works Superintendent				
	Solid Waste Superintendent				
	Wastewater Superintendent				
	Water Superintendent				
(265)	City Clerk/Treasurer	42.995	-	59.900	
	Utilities Director				
	Public Works Director				
	Assistant City Manager				
(270)	Fire Chief	44.859	-	57.683	
	Chief of Police				

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

Firefighter/Paramedic - Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2026 -	\$ 21.140	\$ 21.823	\$ 22.508	\$ 23.191	\$ 23.874	\$ 24.558	\$ 25.243	\$ 25.926	\$ 26.610	\$ 27.294	\$ 27.978
9/30/2027											

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

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

Firefighter/Paramedic (40 hour work week) - Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2026 -	\$ 26.714	\$ 27.831	\$ 28.620	\$ 29.633	\$ 30.696	\$ 31.739	\$ 32.858	\$ 34.000	\$ 35.185	\$ 36.416	\$ 37.689
9/30/2027											

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

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

****NOT UPDATED - UNION CONTRACT EXPIRES 9/30/2026***
****UPDATED PAYSCALE WILL BE INCORPORATED INTO THE 2026-2027 CLASSIFICATION & PAY SCALE**
WHEN APPROVED BY UNION**
Police Officers/Detectives/Dispatchers - Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
10/1/2025 9/30/2026								
Police Officers	\$ 26,279	\$ 27,398	\$ 28,630	\$ 29,918	\$ 31,265	\$ 32,827	\$ 34,470	\$ 36,193
Detectives	\$ 28,618	\$ 29,762	\$ 30,953	\$ 32,191	\$ 33,479	\$ 34,819	\$ 36,386	\$ 38,113
Dispatchers	\$ 20,012	\$ 20,698	\$ 21,406	\$ 22,144	\$ 22,905	\$ 23,717	\$ 24,564	\$ 25,485

CITY OF MCCOOK

FY 2026/2027 (12 MONTH)

PERSONNEL SCHEDULE

PAY GRADE	POSITION	FULL TIME EQUIVALENCY
GENERAL FUND		
ADMINISTRATION		
265	City Manager	1.00
265	Assistant City Manager	1.00
265	City Clerk/Treasurer	1.00
255	Human Resource Coordinator	1.00
220	Deputy City Clerk	1.00
170	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
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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
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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
SEPTEMBER 21, 2026 CITY COUNCIL MEETING

ITEM: 4.D.

RECOMMENDATION:

Approve on the third and final 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.

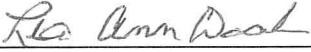
The proposed adjustment would see the ready-to-serve fee increase from \$27.39 to **\$30.13/month** (+\$2.739). The price per 100 cubic feet (748 gallons) will also increase. The first 5,000 cubic feet will go from \$2.793 to **\$3.072** per 100 cubic feet (+\$0.279). Usage above 5,000 cubic feet will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

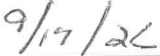
PFM's model uses annual water production of 70,000,000 cubic feet of water sales. This is a fair estimate based on conservation and annual averages.

FISCAL IMPACT:

APPROVALS:



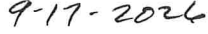
Lea Ann Doak, City Clerk



Date



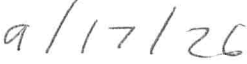
Pat Fawver, Utilities Director



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



Water Utility Fund



March 17, 2025

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

Dear Nate,

Attached for your review is an update to the Water Enterprise Fund Financial and Capital Planning Model which was previously presented to the McCook City Council on February 19, 2024. Based on this analysis PFM Financial Advisors LLC's ("PFM") analysis suggests 10.00% more revenues may be required in Fiscal Year 2025-2026 to fund the upcoming operations and capital projects. The City has requested a more detail review of the current water rate structure which will be performed over the next six months. This recommendation is higher than the projections in the prior year's analysis driven primarily by a combination of actual usage below projected water sales as well as operating costs higher than expected in Fiscal Year 2024. The capital costs for the water treatment plant and the distribution system is currently being designed and will have a major impact on future rate increase recommendations.

In updating this model, PFM has reviewed and incorporated information from the City's FY 2024 Audited Financial Statements and the FY 2025 Budget. In addition, we have incorporated the current capital improvement plan for the Water Enterprise Fund that includes an estimated \$18,193,500 for the high priority projects. The important points of the update are summarized below.

- (i) Usage
 - a. Total water sales decreased by 2.77% in FY 2024 after decreasing 16.08% in FY 2023. Actual usage has been up and down from year-to-year, but FY 2024 represents the lowest water sales since FY 2019 and is five million cubic feet below the 15-year average. This is likely attributed to the weather during FY 2024 but needs to be monitored closely.
 - b. PFM has made the assumption that future usage will be approximately 67 million cubic feet and remain flat at that level. This is a reduction to the previous assumption of 70 million cubic feet for future years.
 - c. We have stress tested the cash flow between the range of selling 65 million cubic feet and to 80 million cubic feet. We observe that usage regularly fluctuates between 10% to 15% depending on the weather.
- (ii) Revenues
 - a. FY 2024 operating revenues were up 7.8% from the prior fiscal year after decreasing 6.7% in FY 2023.
 - b. On average, operating revenues have increased approximately 5.7% annually over the last 5 years and have exhibited volatility year to year.

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

pfm.com



(iii) Expenditures

- a. FY 2024 operating expenditures (excluding depreciation and sales tax) increased by 12.2% from the prior fiscal year after a 8.3% increase in FY 2023. Both years were above the projected increase of 7.0%.
- b. The FY 2025 budget includes a 4.8% increase in total operating expenditures which is slightly below the long term estimate of 7.0%.
- c. In FY 2026 and thereafter, this analysis assumes a moderate 7.0% annual growth rate for all operating expenditures. FY 2027 is currently highlighted as a year that will require a tighter budget while the capital projects are funded with an interim loan.

(iv) Debt service coverage

- a. Coverage of 2.50 times in FY 2024 and budgeted 1.39 times FY 2025, highlights the growing pressure on rates as the City prepare to issue additional debt for the capital improvement plan.
- b. In FY 2027 while the City is constructing the \$18,193,500 of improvements to the Water Treatment plant and distribution system, PFM is projecting coverage at the legally required minimum coverage. The projected coverage in FY 2027 is 1.10 times and satisfies the minimum requirement of 1.10 times. The projected decrease in coverage is a result of the debt incurred to fund the capital improvements currently in the capital budget.
- c. The current projection model assumes USDA financing at the market rate of 3.75% with a 40-year term. This will require an interim loan during construction with a higher interest rate and interest only payments. Currently we have assumed a rate of 6.25% for the interim loan with a 30-month construction period.

(v) Other Considerations

- a. Pursuant to City staffs recommendation, we have assumed annual ongoing capital costs in the future will be \$250,000 per year, not including the high priority projects. In addition, we have assumed annual transfers to the following designated funds: \$3,200 to the Repermitting Fund, \$40,000 into the Equipment Replacement Fund, \$120,000 into the Water Plant Replacement Fund, and \$200,000 into the Capital Replacement Fund until FY 2027.
- b. In FY 2027 when the high priority projects are constructed the City plans to use \$2,800,000 from its capital reserve to decrease the required loan amount. After this time the transfers to the Water Plan Replacement Fund and Capital Replacement fund are projected be replaced by transfers to the USDA short-lived asset fund.



(vi) Annual Surplus/Deficit

- a. FY 2024 ended with an operating cash deficit of <\$367,514> versus a projected deficit of <\$660,449> from our analysis last year.
- b. The primary difference in FY 2024 was the a combination of delayed capital projects and lower than expected operating revenues. The financial projection model had included \$2,928,779 compared with the actual audited capital expenditures of \$1,644,062. Most of the planned capital expenditures that were not completed were moved forward into the FY 2025 budget or delayed for further evaluation.
- c. Projected operating deficits in FY 2025 are expected due to \$2,008,750 of capital projects planned. FY 2026 assumes a deficit of \$357,283 primarily to fund the transfers to its designated funds in preparation for the future capital requirements. Future projections will be heavily influenced by the major capital improvements currently under design and the interest rates used to fund these projects.

(vii)

Cash Balance

- a. Ending operating cash balance on September 30, 2024 was \$2,053,906 which represents 108.6%, or approximately thirteen (13) months, of operating expenditures.
- b. Overall, total cash in the Water Enterprise Fund is expected to decrease to \$5.66 million in FY 2025 from \$6.15 million in FY 2024 after capital expenditures of \$2.0 million.
- c. Operating cash is expected to fluctuate over the six-year planning period ending FY 2031 at approximately \$2.9 million. During that time total cash balance is expected to decrease to \$5.9 million after expending \$21.7 million on capital projects.
- d. Through conservative financial management the \$120,000 annual set-aside to the Water Plant Replacement Fund will build this fund's cash balance to \$1.7 million in FY 2026 and then spend \$1.5 million of these funds for the high priority projects in FY 2027. The \$200,000 annual set-aside to the Capital Replacement Fund will help build this fund's cash balance to \$1.4 million in FY 2026 and then spend \$1.26 million of this fund's cash on the high priority projects in FY 2027.

(viii)

Recommended Future Rate Increases

- a. Based on the assumptions listed above, PFM is recommending a higher rate increase than previously projected in FY 2026 and the six-year planning horizon. This assumption is heavily reliant on trends in future water usage, realized growth in future operating expenditures, and planned capital expenditures for water system improvements and repairs.



- b. As the City considers the higher rate increases, it may consider evaluating its current rate structure to ensure equity among the various users. Currently the City has a declining block rate structure with usage over 5,000 cubic feet getting a 25% discount on the water consumed. This rate structure provides a financial benefit to larger users and encourages consumption.
- c. In the table below, we have incorporated the following revenue adjustments as compared to the prior rate adjustments suggested in the February 19, 2024 study.

<u>Applicable Fiscal Year</u>	<u>Recommended Date of Change</u>	<u>February 19, 2024 Analysis</u>	<u>March 17, 2025 Analysis</u>
FY 2025-26	October 1, 2025	8.50% (all rates)	10.00% (revenue)
FY 2026-27	October 1, 2026	8.50% (all rates)	10.00% (revenue)
FY 2027-28	October 1, 2027	6.25% (all rates)	10.00% (revenue)
FY 2028-29	October 1, 2028	6.25% (all rates)	10.00% (revenue)
FY 2029-30	October 1, 2029	6.25% (all rates)	10.00% (revenue)
FY 2030-31	October 1, 2030	N/A	10.00% (revenue)

The Water Enterprise Fund is planning to accommodate future capital improvements while maintaining sufficient cash balances. Through continued strong management practices, coverage is anticipated to reduce significantly in FY 2027 once the high priority projects are funded. The recommended rate increases allow the utility to make debt service payments, cover estimated capital expenditures, and set aside some cash reserves for future capital projects. If total water sales to customers should decrease meaningfully below 67 million cubic feet, the operating expenses increase at a rate greater than 7.0%, or the high priority capital projects are significantly higher than \$18,193,000, larger rate adjustments may be needed in future years.

Please feel free to contact me with any questions regarding PFM's analysis and summary review. I look forward to presenting this Water Enterprise Fund Financial and Capital Planning Model to the City Council at its upcoming meeting.

Sincerely,

Matthew Stoffel
Matthew Stoffel, CFA
Director

PFM Financial Advisors LLC
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801 Grand Ave, Suite 3300 | Des Moines, IA 50309



City of McCook, Nebraska

Water Enterprise Fund

EXHIBIT 1

Growth Assumptions	
Water Sales & Customer Growth	0.00%
Operating Expenses	7.00%
Interest Earnings	1.00%

Water Revenue Adjustments					
1-Jan-20	6.00%	1-Jun-24	8.50%	1-Oct-27	10.00%
1-May-21	2.50%	1-Oct-24	8.50%	1-Oct-28	10.00%
1-May-22	6.00%	1-Oct-25	10.00%	1-Oct-29	10.00%
1-May-23	6.00%	1-Oct-26	10.00%	1-Oct-30	10.00%

	Audited	Audited	Audited	Budget	Projected	Projected	Projected	Projected	Projected	Projected
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Water Rates:										
First 5,000 cu. ft.	5/1/2022 \$2,035	5/1/2023 \$2,157	6/1/2024 \$2,340	10/1/2024 \$2,539	10/1/2025 \$2,793	10/1/2026 \$3,072	10/1/2027 \$3,379	10/1/2028 \$3,717	10/1/2029 \$4,089	10/1/2030 \$4,498
Over 5,000 cu. ft.	2 \$1,508	\$1,598	\$1,734	\$1,881	\$2,069	\$2,276	\$2,504	\$2,754	\$3,029	\$3,332
Ready-to-Serve Monthly Fee	3 \$19.95	\$21.15	\$22.95	\$24.90	\$27.39	\$30.13	\$33.14	\$36.46	\$40.10	\$44.11
Avg. Number of Water Customers	4 3,605	3,589	3,580	3,580	3,580	3,580	3,580	3,580	3,580	3,580
Ave. \$ / 100 Cubic Ft. (w/o Base)	5 \$1,8802	\$1,9959	\$2,0915	\$2,2693	\$2,4962	\$2,7458	\$3,0204	\$3,3224	\$3,6547	\$4,0202
Ave. \$ / 100 Cubic Ft. (w/ Base)	6 \$2,8974	\$3,2752	\$3,4971	\$3,8658	\$4,2524	\$4,6776	\$5,1453	\$5,6599	\$6,2259	\$6,8485
Total Water Sales (Cubic Feet)	7 \$2,055,203	68,862,161	66,957,832	67,000,000	67,000,000	67,000,000	67,000,000	67,000,000	67,000,000	67,000,000
Operating Revenues	8 6.0%	(6.7%)	7.8%	7.0%	9.2%	9.3%	9.3%	9.4%	9.4%	9.5%
Retail Sales to Customers	9 \$1,542,775	\$1,374,402	\$1,400,411	\$1,520,416	\$1,672,458	\$1,839,703	\$2,023,674	\$2,226,041	\$2,448,645	\$2,693,510
Ready-to-Serve Fee	10 834,667	880,957	941,165	1,069,654	1,176,620	1,294,282	1,423,710	1,566,081	1,722,689	1,894,958
Sales Tax	11 31,625	20,442	40,210	44,478	48,925	53,818	59,200	65,120	71,632	78,795
Other Misc. Operating Revenues	12 253,374	207,475	295,581	231,500	231,500	231,500	231,500	231,500	231,500	231,500
Total Operating Revenues	13 \$2,662,441	\$2,483,276	\$2,677,367	\$2,866,048	\$3,129,503	\$3,419,303	\$3,738,083	\$4,088,741	\$4,474,466	\$4,898,762
Operating Expenses	14 15.6%	8.3%	12.2%	4.8%	7.0%	2.0%	7.0%	7.0%	7.0%	7.0%
Personal Services	15 \$636,405	\$703,509	\$742,152	\$809,849	\$866,538	\$883,869	\$945,740	\$1,011,942	\$1,082,778	\$1,158,572
Plant Chemicals	16 293,268	289,445	285,618	330,000	353,100	360,162	385,373	412,349	441,214	472,099
Pumping Power	17 141,710	128,699	120,994	155,000	165,850	169,167	181,009	193,679	207,237	221,743
Other Services & Charges	18 328,598	281,192	445,294	375,803	402,109	410,151	438,862	469,582	502,453	537,625
Supplies	19 17,911	13,560	18,052	20,200	21,614	22,046	23,590	25,241	27,008	28,898
Repairs & Maintenance	20 121,025	250,589	257,947	269,800	288,686	294,460	315,072	337,127	360,726	385,977
Sales Tax	21 33,158	20,510	20,866	22,000	48,925	53,818	59,200	65,120	71,632	78,795
Depreciation/Amortization	22 868,011	931,424	1,042,961	1,042,961	1,115,968	1,194,086	1,272,672	1,367,109	1,462,807	1,565,203
Total Operating Expenses	23 \$2,440,086	\$2,618,928	\$2,933,884	\$3,025,613	\$3,262,791	\$3,387,760	\$3,626,517	\$3,882,150	\$4,155,854	\$4,448,912
Net Operating Income	24 \$222,355	(\$135,652)	(\$256,517)	(\$159,565)	(\$133,289)	\$31,543	\$111,566	\$206,592	\$318,612	\$449,850
Non-Operating Items										
Interest on Reserves	25 \$48,776	\$254,136	\$299,068	\$200,000	\$56,620	\$56,663	\$54,441	\$55,313	\$54,539	\$55,874
Add Back: Depreciation	26 868,011	931,424	1,042,961	1,042,961	1,115,968	1,194,086	1,272,672	1,367,109	1,462,807	1,565,203
Revenue Available for Debt	27 \$1,139,142	\$1,049,908	\$1,085,512	\$1,083,396	\$1,039,299	\$1,282,292	\$1,443,679	\$1,629,014	\$1,835,957	\$2,070,927

City of McCook, Nebraska

Water Enterprise Fund

EXHIBIT 1

Growth Assumptions	
Water Sales & Customer Growth	0.00%
Operating Expenses	7.00%
Interest Earnings	1.00%

Water Revenue Adjustments					
1-Jan-20	6.00%	1-Jun-24	8.50%	1-Oct-27	10.00%
1-May-21	2.50%	1-Oct-24	8.50%	1-Oct-28	10.00%
1-May-22	6.00%	1-Oct-25	10.00%	1-Oct-29	10.00%
1-May-23	6.00%	1-Oct-26	10.00%	1-Oct-30	10.00%

	Audited	Audited	Audited	Budget	Projected	Projected	Projected	Projected	Projected		
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	
Revenue Available for Debt	28	\$1,139,142	\$1,049,908	\$1,085,512	\$1,083,396	\$1,039,299	\$1,282,292	\$1,443,679	\$1,629,014	\$1,835,957	\$2,070,927
Parity Debt Obligations											
2013 SRF Loan - D311560	29	\$45,148	\$44,813	\$44,472	\$44,124	\$43,769	\$43,407	\$43,037	\$42,660	\$42,275	\$41,883
Series 2016 Refunding Bonds	30	0	0	0	0	0	0	0	0	0	0
Series 2021 Refunding Bonds	31	399,915	396,288	389,705	392,535	385,525	383,215	380,410	377,110	373,480	369,520
Series 2022 SRF Loan	32	0	0	0	37,695	67,896	67,896	67,896	67,896	67,896	67,896
Series 2025 Interim Loan	33	0	0	0	305,679	233,888	669,399	185,746	0	0	0
Series 2027 USDA Loan	34	0	0	0	0	0	0	439,401	878,803	878,803	878,803
Total Parity Debt Service	35	\$445,062	\$441,101	\$434,177	\$780,033	\$731,077	\$1,163,916	\$1,116,490	\$1,366,469	\$1,362,454	\$1,358,103

Debt Coverage Ratios											
Parity Debt Coverage	36	2.56	2.38	2.50	1.39	1.42	1.10	1.29	1.19	1.35	1.52
Cashflow After Debt	37	\$694,080	\$608,807	\$651,335	\$303,363	\$308,222	\$118,375	\$327,189	\$262,545	\$473,503	\$712,824
Total Capital Expenditures	38	(\$488,819)	(\$968,315)	(\$1,644,062)	(\$2,008,750)	(\$250,000)	(\$18,443,500)	(\$250,000)	(\$250,000)	(\$250,000)	(\$250,000)
Administrative Fee	39	(60,000)	(60,000)	(60,000)	(90,000)	(90,000)	(90,000)	(90,000)	(90,000)	(90,000)	(90,000)
Transfers In / (Out)	40	6,824	17,463	(26,018)	0	0	0	0	0	0	0
Loan to Self-Health Insurance	41	93,293	0	0	0	0	0	0	0	0	0
Loan to General Fund	42	0	0	0	0	0	0	0	0	0	0
Bond Proceeds	43	583,306	0	323,293	1,377,813	0	18,193,000	0	0	0	0
Other Cash Adjustments	44	913	83,194	329,774	0	0	0	0	0	0	0
SRF Loans/Construction Loans	45	(3,952)	763	0	0	0	0	0	0	0	0
Loan Forgiveness	46	0	0	0	0	0	0	0	0	0	0
Total Trans. From / (To) Restricted	47	22,053	(263,279)	58,164	(359,076)	(325,505)	2,719,160	(231,080)	(231,080)	(231,080)	(231,080)
Annual Surplus / (Deficit)	48	\$847,698	(\$581,367)	(\$367,514)	(\$776,650)	(\$357,283)	\$2,497,035	(\$243,891)	(\$308,535)	(\$97,577)	\$141,743
Beginning Cash Balance	49	\$2,155,090	\$3,002,787	\$2,421,420	\$2,053,906	\$1,277,256	\$919,973	\$3,417,008	\$3,173,117	\$2,864,582	\$2,767,005
Annual Surplus / (Deficit)	50	\$47,698	(\$81,367)	(\$367,514)	(\$776,650)	(\$357,283)	2,497,035	(\$243,891)	(\$308,535)	(\$97,577)	141,743
Ending Cash Balance	51	\$3,002,787	\$2,421,420	\$2,053,906	\$1,277,256	\$919,973	\$3,417,008	\$3,173,117	\$2,864,582	\$2,767,005	\$2,908,748
Cash Balance as % O&M	52	191.0%	143.5%	108.6%	64.4%	42.9%	155.8%	135.1%	113.9%	102.7%	100.9%

City of McCook, Nebraska

Water Enterprise Fund

Growth Assumptions	
Water Sales & Customer Growth	0.00%
Operating Expenses	7.00%
Interest Earnings	1.00%

Water Revenue Adjustments					
1-Jan-20	6.00%	1-Jun-24	8.50%	1-Oct-27	10.00%
1-May-21	2.50%	1-Oct-24	8.50%	1-Oct-28	10.00%
1-May-22	6.00%	1-Oct-25	10.00%	1-Oct-29	10.00%
1-May-23	6.00%	1-Oct-26	10.00%	1-Oct-30	10.00%

	Audited	Audited	Audited	Budget	Projected	Projected	Projected	Projected	Projected	Projected
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Transfers From / (To) Other Funds										
Water Quality Solution Fund	53	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Service Sinking Fund	54	(55,624)	1,948	(9,690)	0	0	0	0	0	0
Debt Reserve Fund	55	0	0	0	0	0	0	0	0	0
Debt Fund (Reserve)	56	(93,293)	0	0	0	0	0	0	0	0
Debt Fund (Bond Proceeds)	57	45,148	44,812	44,472	44,124	37,695	0	0	0	0
USDA Reserve	58	0	0	0	0	0	0	0	0	0
USDA Short-Lived Asset Reserve	59	0	0	0	0	0	0	0	0	0
Deep Injection Well Closing Costs	60	(997)	(4,468)	(6,521)	(40,000)	0	0	(87,880)	(87,880)	(87,880)
Repermitting Fund	61	(3,382)	(3,018)	(3,200)	(3,200)	(3,200)	(3,200)	(3,200)	(3,200)	(3,200)
Equipment Replacement Fund	62	0	(33,169)	(33,561)	(40,000)	(40,000)	(40,000)	(40,000)	(40,000)	(40,000)
Capital Replacement Fund	63	106,258	(212,553)	(200,000)	(200,000)	(200,000)	1,261,624	0	0	0
Water Plant Replacement Fund	64	23,943	(56,831)	270,000	(120,000)	1,500,736	0	0	0	0
Total Restricted Transfers	65	\$22,053	(\$263,279)	\$58,164	(\$339,076)	(\$325,505)	\$2,719,160	(\$231,080)	(\$231,080)	(\$231,080)
Restricted Cash										
Debt Service Sinking Fund	66	\$128,456	\$126,508	\$136,198	\$60,923	\$96,993	\$96,993	\$96,993	\$96,993	\$96,993
Debt Reserve Fund	67	534,068	534,068	534,068	534,068	534,068	534,068	534,068	534,068	534,068
USDA Reserve	68	0	0	0	0	0	87,880	175,761	263,641	351,521
USDA Short-Lived Asset Reserve	69	0	0	0	0	0	100,000	200,000	300,000	400,000
Customer Deposits	70	98,387	98,614	98,564	98,564	98,564	98,564	98,564	98,564	98,564
Deep Injection Well Closing Costs	71	84,562	89,030	95,551	135,551	135,551	135,551	135,551	135,551	135,551
Total Restricted Cash	72	\$845,473	\$848,220	\$864,381	\$829,106	\$865,176	\$865,176	\$1,053,056	\$1,240,937	\$1,616,697
Designated Cash										
Water Quality Solution Fund	73	\$86,975	\$90,303	\$93,639	\$93,639	\$93,639	\$93,639	\$93,639	\$93,639	\$93,639
Debt Fund (Reserve)	74	500,000	500,001	500,001	500,001	500,001	500,001	500,001	500,001	500,001
Debt Fund (SRF Reserve)	75	171,103	126,291	81,819	37,695	0	0	0	0	0
Repermitting Fund	76	15,757	18,775	21,975	25,175	28,375	31,575	34,775	37,975	41,175
Equipment Reserve	77	0	33,169	66,730	106,730	146,730	186,730	226,730	266,730	306,730
Capital Replacement Fund	78	624,071	836,624	1,011,624	1,211,624	1,411,624	150,000	150,000	150,000	150,000
Water Plant Replacement Fund	79	1,673,905	1,730,736	1,460,736	1,580,736	1,700,736	200,000	300,000	300,000	300,000
Total Designated	80	\$3,071,811	\$3,335,899	\$3,236,524	\$3,555,600	\$3,881,105	\$1,161,945	\$1,305,145	\$1,348,345	\$1,434,745
Total Cash Balance	81	\$6,920,071	\$6,605,539	\$6,154,811	\$5,661,962	\$5,666,254	\$5,444,129	\$5,531,318	\$5,453,863	\$5,587,366

City of McCook, Nebraska
Water Enterprise Fund

Growth Assumptions	
Water Sales & Customer Growth	0.00%
Operating Expenses	7.00%
Interest Earnings	1.00%

Water Revenue Adjustments					
1-Jan-20	6.00%	1-Jun-24	8.50%	1-Oct-27	10.00%
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1-May-22	6.00%	1-Oct-25	10.00%	1-Oct-29	10.00%
1-May-23	6.00%	1-Oct-26	10.00%	1-Oct-30	10.00%

Audited	Audited	Audited	Budget	Projected	Projected	Projected	Projected	Projected
FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
Operating & Maintenance Cap. Ex. (70-050-56040)								
Future Replacement Cap. Ex. Placeholder								
			\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
		1/2 Ton Work Truck	50,000	0	0	0	0	0
		Dump Box	20,000	0	0	0	0	0
		Rycom Stick	1,200	0	0	0	0	0
		Backhoe tires	4,000	0	0	0	0	0
		cordless tools	2,000	0	0	0	0	0
		14" concrete saw	2,000	0	0	0	0	0
		Vac nozzles	1,200	0	0	0	0	0
		Forks	6,000	0	0	0	0	0
		Side mirrors	500	0	0	0	0	0
		WTP (70-050-56042)						
		Tool box & tools	5,000	0	0	0	0	0
		Waste pump seals	2,000	0	0	0	0	0
		Chem Scan rebuild	17,000	0	0	0	0	0
		Paint WTP	5,000	0	0	0	0	0
		WTP Doors	4,625	0	0	0	0	0
		Booster Pump rebuild	10,000	0	0	0	0	0
		Total O & M Projects	\$130,525	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Replacement Cap. Ex. (70-053-56030)								
Future Replacement Cap. Ex. Placeholder								
		Elim. 4" main Kelley	\$0	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
		Elim. 4" main E. M	61,000	0	0	0	0	0
		Main valve replacement	41,000	0	0	0	0	0
		Hydrant replacement	40,000	0	0	0	0	0
		Concrete WTP	45,000	0	0	0	0	0
		Concrete Chem Building	10,000	0	0	0	0	0
		Shop WTP	10,000	0	0	0	0	0
		SRF reimbursement	6,000	0	0	0	0	0
		USDA WTP System	0	0	9,965,000	0	0	0
		USDA Distribution System	0	0	8,228,500	0	0	0
		Uncommitted Emergency Reserve	0	0	0	0	0	0
		Total Replacement Projects	\$213,000	\$200,000	\$18,393,500	\$200,000	\$200,000	\$200,000
Water SRF Projects (70-053-56032)								
		Replace 12" main South St. to A St.	1,084,825	0	0	0	0	0
		South St Wtr Main City Shop to HWY 83	580,400	0	0	0	0	0
		Uncommitted	0	0	0	0	0	0
		Total Replacement Projects	\$1,665,225	\$0	\$0	\$0	\$0	\$0

EXHIBIT I

Water Revenue Adjustments			
1-Jan-20	6.00%	1-Jun-24	8.50%
1-May-21	2.50%	1-Oct-24	8.50%
1-May-22	6.00%	1-Oct-25	10.00%
1-May-23	6.00%	1-Oct-26	10.00%
		1-Oct-30	10.00%

Audited	Audited	Budget	Projected	Projected	Projected	Projected	Projected	Projected
FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Five Cap. Ex. (70-053-54685)								
Uncommitted		0	0	0	0	0	0	0
Total Replacement Projects		\$0	\$0	\$0	\$0	\$0	\$0	\$0
(70-053-56045)								
Uncommitted		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Replacement Projects		\$0	\$0	\$0	\$0	\$0	\$0	\$0

CITY MANAGER'S REPORT
SEPTEMBER 21, 2026 CITY COUNCIL MEETING

ITEM: 4.E.

RECOMMENDATION:

Approve on the third and final 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:

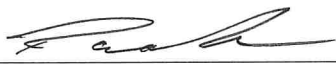
APPROVALS:



Lea Ann Doak, City Clerk

9/17/26

Date



Pat Fawver, Utilities Director

9-17-2026

Date



Nate Schneider, City Manager

9/17/26

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, 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



Wastewater Utility Fund



March 17, 2025

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

Dear Nate,

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600
pfm.com

Attached for your review is an update to the Wastewater Enterprise Fund Financial and Capital Planning Model which was previously presented to the McCook City Council on February 19, 2024. Based on this analysis PFM Financial Advisors LLC ("PFM") suggests 8.00% more revenues may be required in Fiscal Year 2025-2026 to fund upcoming operations and capital projects. The City has requested a more detailed review of the current wastewater rate structure which will be performed over the next six months. This recommendation is slightly higher than the previous analysis completed last year primarily due to the lower usage billed and higher operating expenditures.

In updating this model, PFM has reviewed and incorporated information from the City's FY 2024 Audited Financial Statements and the FY 2025 Budget. In addition, we have incorporated the current capital improvement plan for the Wastewater Enterprise Fund that includes the \$14,497,000 for Alternative 3 that Miller and Association presented to the City Council on December 4, 2023. The important points of the updated rate analysis are below.

- (i) Usage
 - a. Wastewater usage remained flat in FY 2024 after a decrease of 11.5% in FY 2023.
 - b. Usage has been on a slow downward trend since 2001 but has stabilized at approximately 29 million cubic feet. The FY 2024 usage was lower than the 30 million cubic feet budgeted. We have projected future usage at 29 million cubic feet but we will monitor this closely as it is a key input for the revenues.
- (ii) Revenues
 - a. FY 2024 operating revenue increased by 8.8% over the prior fiscal year to \$1.85M. This is the fourth consecutive increase after a period of flat revenues from FY 2017 to FY 2020 despite increases to the wastewater rates. The FY 2024 increase was near the estimated revenue and reflects the 7.50% increase to rates in May and October 2024.
 - b. FY 2025 operating revenues are projected to increase by 6.4% compared to FY 2024 due to the assumed billed consumption of 29 million cubic feet and the recommended rate increase.
- (iii) Expenditures
 - a. FY 2024 operating expenditures (excluding depreciation and sales tax) increased by 30.4% over FY 2023. This is higher than our long-term assumption of 6.0%.
 - b. The FY 2025 budget includes a 3.3% estimated growth in total operating expenditures which reflects a return to normal operations after lower-than-expected operating expenses in FY 2020 through FY 2023.
 - c. In FY 2026 and thereafter, this analysis assumes a 6.0% annual growth rate for all operating expenditures.



(iv) Debt service coverage

- a. Coverage of 4.35 times in FY 2024, is very strong for a wastewater system of this size.
- b. The FY 2025 budget implies a strong projected coverage of 4.48 times.
- c. In FY 2026, PFM is projecting coverage decreasing to 2.64 times when the wastewater portion of the Series 2021 Refunding Bonds are paid off. The final debt payment has a larger principal payment due to the release of the debt service reserve fund causing coverage to drop.
- d. From FY 2027 to FY 2031 projected coverage is estimated to be between 1.25 times and 1.51 times revenue available for debt service. This includes a \$14,497,000 of proposed debt. The analysis assumes a \$7,497,000 USDA loan with a rate of 2.125% and a 40-year term as well as a \$7,000,000 loan at 5.5% with Northland Securities with a 20 year term. The USDA loan program requires the City to fund the construction of the project with an interim loan, we have assumed a 6.25% interim loan with a construction schedule matching the Miller and Associates presentation from December 2023.

(v) Annual Surplus/Deficit

- a. FY 2024 ended with a slight operating cash surplus of \$25,291 versus a projected deficit of \$734,407 from our analysis last year.
- b. FY 2025 budget indicates a surplus of \$130,512. With expenses and bond proceeds for the upcoming wastewater treatment plant expansion included in the budget.
- c. Projected future operating results in FY 2026 to FY 2031 fluctuate between surplus and deficits based on timing of capital projects and debt service but over the planning horizon are projected to be balanced budgets. These projections include annual transfers totaling \$195,000 to build the cash balances in the Capital Replacement Fund, Equipment Reserve Fund and required USDA reserve funds.

(vi) Cash Balance

- a. Ending operating cash balance on September 30, 2024 was \$1,970,117 per the audited financial statements which represents 189.7%, or nearly twenty-three (23) months of operating expenditures.
- b. Overall, total cash in the Wastewater Enterprise Fund decreased by \$19,932 to \$2,698,231 in FY 2024.
- c. Operating cash is expected to increase in FY 2025 through FY 2027 and then remain stable around \$2,000,000 FY 2028 to FY 2031. However, this projection is heavily dependent on actual future usage, the actual final cost of the new treatment facility and the plan of finance and interest rates used to fund the facility.
- d. During the same planning horizon, total cash balance is expected to grow annually to \$3.9 million FY 2031. A primary driver of the overall cash position is the approximately \$15.9 million planned for capital projects as well as the debt to fund those projects in the planning horizon.



(vii) Recommended Future Rate Increases

- a. Based on the assumptions listed above, PFM is recommending slightly higher revenue requirements in the coming years. This assumption is heavily reliant on trends in future wastewater usage, realized growth in future operating expenditures, and planned capital expenditures for wastewater system improvements and repairs.
- b. As the City considers the higher rate increases, it will consider evaluating its current rates structure to ensure equity among the various users.
- c. In the table below, we have incorporated the following rate adjustments as compared to the prior rate adjustments suggested in the February 19, 2024 study.

Applicable Fiscal Year	Recommended Date of Change	February 19, 2024 Analysis	February 19, 2024 Analysis
FY 2025-26	October 1, 2025	7.50% (all rates)	8.00% (revenue)
FY 2026-27	October 1, 2026	7.50% (all rates)	8.00% (revenue)
FY 2027-28	October 1, 2027	6.00% (all rates)	8.00% (revenue)
FY 2028-29	October 1, 2028	6.00% (all rates)	8.00% (revenue)
FY 2029-30	October 1, 2029	6.00% (all rates)	8.00% (revenue)
FY 2030-31	October 1, 2030	N/A	8.00% (revenue)

The Wastewater Enterprise Fund is positioned to accommodate future capital improvements while maintaining healthy cash balances. Through continued strong management practices, coverage is expected to drop to a reduced level in FY 2028 and remain at adequate levels through FY 2031. This is a result of the sewer portion of the Series 2021 is paid off and the new debt for the new wastewater treatment plant comes online. The utility needs to begin preparing for the new debt service now to keep up with the inflationary cost pressures and still make debt service payments and cover estimated capital expenditures. If total usage should decrease meaningfully, operating expenses increase at a rate greater than 6.0%, or the actual capital costs come in higher for the treatment plant improvements, larger rate adjustments may be needed in future years. Both ending cash and debt service coverage will be important metrics to monitor and we plan for future expenses.

Please feel free to contact me with any questions regarding PFM's analysis and summary review. I look forward to presenting this Wastewater Enterprise Fund Financial and Capital Planning Model to the City Council at its upcoming meeting.

Respectfully,

Matthew Stoffel

Matthew Stoffel, CFA
Director

PFM Financial Advisors LLC
stoffelm@pfm.com | 515 724 5737 OFFICE | 515 201 0772 CELL
801 Grand Ave, Suite 3300 | Des Moines, IA 50309



City of McCook, Nebraska

Wastewater Enterprise Fund

EXHIBIT I

Growth Assumptions	
Wastewater Sales & Customer Growth	0.00%
Operating Expenses	6.00%
Interest Earnings	1.00%

Sewer Rate Adjustments			
1-Jan-20	3.00%	1-May-24	7.50%
1-May-21	3.00%	1-Oct-24	7.50%
1-May-22	3.00%	1-Oct-25	8.00%
1-May-23	6.00%	1-Oct-26	8.00%
		1-Oct-27	8.00%
		1-Oct-28	8.00%
		1-Oct-29	8.00%
		1-Oct-30	8.00%

	Audit	Audit	Audit	Budget	Projected	Projected	Projected	Projected	Projected	Projected
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Residential:										
First 333 cu. ft.	5/1/2022	5/1/2023	5/1/2024	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030
Additional 100 cu. ft.	1 \$17.54	\$18.59	\$19.98	\$21.48	\$23.20	\$25.05	\$27.06	\$29.22	\$31.56	\$34.09
	2 \$3.787	\$4.014	\$4.315	\$4.639	\$5.01	\$5.41	\$5.84	\$6.31	\$6.82	\$7.36
Commercial:										
First 333 cu. ft.	3 \$25.55	\$27.08	\$29.11	\$31.29	\$33.79	\$36.50	\$39.42	\$42.57	\$45.98	\$49.65
Additional 100 cu. ft.	4 \$3.787	\$4.014	\$4.315	\$4.639	\$5.01	\$5.41	\$5.84	\$6.31	\$6.82	\$7.36
Avg. # Residential Customers	5 2,934	2,928	2,918	2,918	2,918	2,918	2,918	2,918	2,918	2,918
Avg. # Commercial Customers	6 418	425	425	425	425	425	425	425	425	425
Avg \$ / 100 Cubic Ft. (w/o Base)	7 \$2,425	\$2,785	\$3,068	\$3,164	\$3,270	\$3,380	\$3,493	\$3,610	\$3,731	\$3,855
Avg \$ / 100 Cubic Ft. (w/ Base)	8 \$4,653	\$5,404	\$5,840	\$6,308	\$6,665	\$7,047	\$7,453	\$7,887	\$8,350	\$8,844
Total Sales (Cubic Feet)	9 33,002,743	29,212,828	29,352,968	29,000,000	29,000,000	29,000,000	29,000,000	29,000,000	29,000,000	29,000,000

Operating Revenues	10 8.7%	2.4%	8.8%	6.4%	5.6%	5.7%	5.7%	5.8%	5.8%	5.9%
Retail Sales to Customers	11 \$800,303	\$813,501	\$900,600	\$917,560	\$948,300	\$980,200	\$1,012,970	\$1,046,900	\$1,081,990	\$1,117,950
Base Charge (Residential)	12 607,149	631,749	671,272	752,187	812,348	877,341	947,517	1,023,331	1,105,203	1,193,624
Base Charge (Commercial)	13 128,200	133,493	142,433	159,548	172,311	186,093	200,982	217,059	234,427	253,181
Sales Tax	14 92,864	98,828	111,626	115,977	122,550	129,566	137,037	145,014	153,531	162,605
Other Misc. Operating Rev.	15 31,372	22,937	23,437	22,000	22,000	22,000	22,000	22,000	22,000	22,000
Total Operating Revenues	16 \$1,659,889	\$1,700,508	\$1,849,368	\$1,967,272	\$2,077,508	\$2,195,200	\$2,320,506	\$2,454,305	\$2,597,150	\$2,749,360
Operating Expenses	17 (0.1%)	3.7%	30.4%	3.3%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
Personal Services	18 \$362,648	\$385,853	\$460,528	\$508,726	\$539,250	\$571,605	\$605,901	\$642,255	\$680,790	\$721,638
Other Services & Charges	19 179,175	175,832	291,879	236,939	251,155	266,225	282,198	299,130	317,078	336,102
Pumping Power	20 77,803	76,249	75,862	85,000	90,100	95,506	101,236	107,311	113,749	120,574
Supplies	21 19,739	14,701	16,977	18,900	20,034	21,236	22,510	23,861	25,292	26,810
Repairs & Maintenance	22 47,277	59,699	83,521	109,500	116,070	123,034	130,416	138,241	146,536	155,328
Sales Tax	23 91,015	97,860	109,986	110,000	122,550	129,566	137,037	145,014	153,531	162,605
Depreciation/Amortization	24 410,222	437,465	491,669	491,669	521,169	552,439	585,586	620,721	657,964	697,442
Total Operating Expenses	25 \$1,187,879	\$1,247,659	\$1,530,422	\$1,560,734	\$1,660,328	\$1,759,611	\$1,864,885	\$1,976,532	\$2,094,940	\$2,220,499
Net Operating Income	26 \$472,010	\$452,849	\$318,946	\$406,538	\$417,180	\$435,589	\$455,622	\$477,772	\$502,210	\$528,860

City of McCook, Nebraska

Wastewater Enterprise Fund

EXHIBIT 1

Growth Assumptions	
Wastewater Sales & Customer Growth	0.00%
Operating Expenses	6.00%
Interest Earnings	1.00%

Sewer Rate Adjustments					
1-Jan-20	3.00%	1-May-24	7.50%	1-Oct-27	8.00%
1-May-21	3.00%	1-Oct-24	7.50%	1-Oct-28	8.00%
1-May-22	3.00%	1-Oct-25	8.00%	1-Oct-29	8.00%
1-May-23	6.00%	1-Oct-26	8.00%	1-Oct-30	8.00%

	Audit	Audit	Audit	Budget	Projected	Projected	Projected	Projected	Projected	Projected
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31

Net Operating Income	27	\$472,010	\$452,849	\$318,946	\$406,538	\$417,180	\$435,589	\$455,622	\$477,772	\$502,210	\$528,860
Non-Operating Items											
Interest on Reserves	28	\$17,089	\$92,993	\$123,134	\$68,000	\$68,000	\$68,000	\$68,000	\$68,000	\$68,000	\$68,000
Add Back: Depreciation	29	410,222	437,465	491,669	491,669	521,169	552,439	585,586	620,721	657,964	697,442
Revenue Available for Debt	30	\$899,321	\$983,307	\$933,749	\$966,207	\$1,006,349	\$1,056,029	\$1,109,207	\$1,166,493	\$1,228,174	\$1,294,302

Parity Debt Obligations											
Series 2016 Refunding Bonds	31	\$0	\$0	\$0	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0
Series 2021 Refunding Bonds	32	225,165	221,145	214,736	\$215,759	352,450	0	0	0	0	0
Proposed Interim 2025 Loan (Northland)	33	0	0	0	\$0.00	92,416	510,992	177,392	0	0	0
Proposed Northland 2027 Loan	34	0	0	0	\$0.00	0	0	480,000	580,000	580,000	580,000
Proposed USDA 2027 Loan	35	0	0	0	\$0.00	0	0	231,990	278,388	278,388	278,388
Total Parity Debt Service	36	\$225,165	\$221,145	\$214,736	\$215,759.00	\$444,866	\$510,992	\$889,382	\$858,388	\$858,388	\$858,388

Debt Coverage Ratios											
Parity Debt Coverage	37	3.99	4.45	4.35	4.48	2.64	2.07	1.25	1.36	1.43	1.51

Cashflow After Debt	38	\$674,156	\$762,162	\$719,013	\$750,448	\$561,483	\$545,037	\$219,826	\$308,105	\$369,786	\$435,914
Total Capital Expenditures	39	(289,434)	(598,598)	(952,502)	(7,436,850)	(5,790,000)	(1,962,150)	(190,000)	(190,000)	(190,000)	(190,000)
Transfers to General Fund	40	(60,000)	(70,347)	(64,000)	(66,000)	(66,000)	(66,000)	(66,000)	(66,000)	(66,000)	(66,000)
Other Transfers In / (Out)	41	9,384	425,009	71,891	0	0	0	0	0	0	0
Loan to Solid Waste Fund	42	0	0	0	0	0	0	0	0	0	0
Bond Proceeds	43	0	0	0	0	0	0	0	0	0	0
Transfer From / (To) Designated Cash	44	37,441	(100,931)	44,917	7,124,850	5,600,000	1,772,150	0	0	0	0
Transfer From / (To) Restricted Cash	45	(30,609)	1,710	306	(195,100)	(195,000)	(145,000)	(95,000)	(95,000)	(95,000)	(95,000)
Misc Sources / (Uses) of Cash	46	(12,775)	(9,902)	205,666	(48,884)	149,725	(94,597)	(92,963)	(92,963)	(92,963)	(92,963)
Annual Surplus / (Deficit)	47	\$328,163	\$409,103	\$25,291	\$130,512	\$260,209	\$49,439	(\$224,137)	(\$135,858)	(\$74,176)	(\$8,048)

Beginning Cash Balance	48	\$1,207,560	\$1,535,723	\$1,944,826	\$1,970,117	\$2,100,629	\$2,360,838	\$2,410,277	\$2,186,140	\$2,050,282	\$1,976,106
Annual Surplus / (Deficit)	49	328,163	409,103	25,291	130,512	260,209	49,439	(224,137)	(135,858)	(74,176)	(8,048)
Ending Cash Balance	50	\$1,535,723	\$1,944,826	\$1,970,117	\$2,100,629	\$2,360,838	\$2,410,277	\$2,186,140	\$2,050,282	\$1,976,106	\$1,968,057

Cash Balance as % O&M	51	197.5%	240.0%	189.7%	196.5%	207.2%	199.7%	170.9%	151.2%	137.5%	129.2%
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Restricted Cash											
Debt Service Reserve Fund	52	\$166,257	\$166,257	\$166,257	\$166,257	\$0	\$0	\$0	\$0	\$0	\$0
USDA Reserve Fund	53	0	0	0	0	0	0	27,839	55,678	83,516	111,355
USDA Short Lived Assets	54	0	0	0	0	0	0	65,124	130,248	195,372	260,496
Debt Service Sinking Fund	55	64,348	62,638	62,332	111,216	127,748	222,345	222,345	222,345	222,345	222,345
Total Restricted Cash	56	\$230,605	\$228,895	\$228,589	\$277,473	\$127,748	\$222,345	\$315,308	\$408,271	\$501,234	\$594,197

City of McCook, Nebraska
Wastewater Enterprise Fund

Growth Assumptions	
Wastewater Sales & Customer Growth	0.00%
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Sewer Rate Adjustments					
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1-May-23	6.00%	1-Oct-26	8.00%	1-Oct-30	8.00%

	Audit	Audit	Audit	Budget	Projected	Projected	Projected	Projected	Projected	Projected
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Designated Cash										
Capital Replacement Fund	57	397,150	453,085	363,085	513,085	663,085	763,085	813,085	863,085	913,085
Equipment Reserve Fund	58	45,000	90,000	135,000	180,000	225,000	270,000	315,000	360,000	405,000
Capital Development Fund	59	1,361	1,357	1,440	1,540	1,540	1,540	1,540	1,540	1,540
Total Designated Cash	60	\$443,511	\$544,442	\$499,525	\$694,625	\$889,625	\$1,034,625	\$1,129,625	\$1,224,625	\$1,319,625
Total Cash Balance	61	\$2,209,839	\$2,718,163	\$2,698,231	\$3,072,728	\$3,378,211	\$3,667,247	\$3,631,073	\$3,683,178	\$3,796,965
Operating & Maintenance Cap. Ex. (70-058-56040)										
Vehicle hoist				\$7,000	\$0	\$0	\$0	\$0	\$0	\$0
Cordless tools				2,500	0	0	0	0	0	0
3/4 Ton truck				60,000	0	0	0	0	0	0
Isco sampler				3,500	0	0	0	0	0	0
Go Pro				1,200	0	0	0	0	0	0
Ranger sprayer				1,000	0	0	0	0	0	0
Shoring				6,000	0	0	0	0	0	0
Admin. HVAC				15,000	0	0	0	0	0	0
Karrer stairs				6,000	0	0	0	0	0	0
Shop tools				2,300	0	0	0	0	0	0
Future O&M Cap. Ex. Placeholder				0	45,000	45,000	45,000	45,000	45,000	45,000
Total O&M Projects				\$104,500	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Replacement Cap. Ex. (70-061-56030)										
Sewer Maint.				87,500	0	0	0	0	0	0
Labor RBC				30,000	0	0	0	0	0	0
Admin. Door/window				20,000	0	0	0	0	0	0
E616-E614 replace				50,000	0	0	0	0	0	0
Golf Course Sewer lining				20,000	0	0	0	0	0	0
Uncommitted				0	0	0	0	0	0	0
Future Replacement Cap. Ex. Placeholder				0	145,000	145,000	145,000	145,000	145,000	145,000
Total Replacement Projects				\$207,500	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000
Other Bonding Improvements (70-061-5603003)										
Sludge Fan Press					0	0	0	0	0	0
Collection System					0	0	0	0	0	0
USDA Wastewater Treatment Plant Improvement Project				7,124,850	5,600,000	1,772,150	0	0	0	0
Total Replacement Projects				\$7,124,850	\$5,600,000	\$1,772,150	\$0	\$0	\$0	\$0
Total Capital				7,436,850	5,790,000	1,962,150	190,000	190,000	190,000	190,000

**CITY MANAGER'S REPORT
SEPTEMBER 21, 2026 CITY COUNCIL MEETING**

ITEM: 4.F.

RECOMMENDATION:

INTRODUCE ON THIRD AND FINAL 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 Pottthoff, Public Works Director

September 16, 2026



Nate Schneider, City Manager

September 16, 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 is 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

CITY MANAGER'S REPORT
SEPTEMBER 21, 2026 CITY COUNCIL MEETING

ITEM: 4.G.

RECOMMENDATION:

INTRODUCE ORDINANCE NO. 2026-3123 UPDATING DOCUMENTATION OF THE SPEED LIMIT ZONES ON HIGHWAY 6 AND 34 AS WELL AS HIGHWAY 83 WITHIN THE CORPORATE LIMITS OF THE CITY OF MCCOOK AS REQUESTED BY THE NEBRASKA DEPARTMENT OF TRANSPORTATION AND APPROVE ON ITS FIRST READING.

BACKGROUND:

This Ordinance provides for updated documentation of the speed limit zones along highways 6 and 34 as well as 83 within the corporate limits of the City of McCook. This update has been requested by the State of Nebraska Department of Transportation primarily due to the change in the physical city limits along highway 6 and 34 on the west edge of the city. The west city limits has been adjusted to the west, so that it is now adjacent to the west edge of Heritage Hills Golf Course.

The State of Nebraska Department of Transportation sets the speed limits on all highways within the corporate city limits of the City of McCook. There are no proposed changes in the existing speed limit zones. The existing speed limits are outlined within the attached letter from NDOT. Maps showing the location of the existing speed limits and a copy of the existing ordinance are also included with this report.

FISCAL

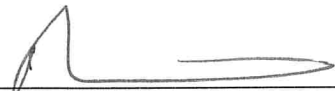
IMPACT: None.

APPROVALS:



Kyle Potthoff, Public Works Director

September 16, 2026



Nate Schneider, City Manager

September 16, 2026

ORDINANCE NO. 2026-3123

AN ORDINANCE TO AMEND CHAPTER 73, TRAFFIC SCHEDULES; SCHEDULE I. SPEED LIMITS, OF THE MCCOOK MUNICIPAL CODE; TO PROVIDE FOR THE REPEAL OF THE CURRENT CHAPTER 73, TRAFFIC SCHEDULES; SCHEDULE I. SPEED LIMITS AND ANY OTHER CONFLICTING ORDINANCES; AND TO PROVIDE FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. That CHAPTER 73, TRAFFIC SCHEDULES; SCHEDULE I. SPEED LIMITS, of the McCook Municipal code of the City of McCook, Nebraska is hereby amended to read as follows:

CHAPTER 73. TRAFFIC SCHEDULES; SCHEDULE I. SPEED LIMITS. There is hereby established the following special speed zones within the Municipality.

1. "West Hwys. US 6 & 34 from a point 1,000 feet west of Wedgewood Drive to a point 400 feet west of the west Junction with US-83 – 45 m.p.h.
2. West Hwys. US 6 & 34 from a point 400 feet west of the west Junction with US-83 to the west Junction with US-83 – 30 m.p.h.
3. "B" Street from the west Junction with US-83 to Federal Avenue – 30 m.p.h.
4. "B" Street from Federal Avenue to East Sixth Street – 25 m.p.h.
5. "B" Street from East Sixth Street to the east corporate limits at Airport Road – 35 m.p.h.
6. East Sixth Street from south corporate limits, 530 feet south of South 3rd Street – 35 m.p.h.
7. North Highway 83 from the west Junction with Hwys. US-6 & 34 to a point 260 feet south of "H" Street – 30 m.p.h.
8. North Highway 83 from a point 260 feet south of "H" Street to a point 1,060 feet north of "Q" Street – 45 m.p.h.
9. North Highway 83 from a point 1,060 feet north of "Q" Street to the north corporate limits, 1,750 feet north of "Q" Street – 50 m.p.h.
10. 20 m.p.h. School Speed Zones pursuant to Section 5-307 as follows:
 - A. East "G" Street from Third Street East to Fourth Street East
 - B. East "F" Street from Third Street East to Fourth Street East
 - C. Third Street East from East "F" Street to East "G" Street
 - D. Fourth Street East from East "F" Street to East "G" Street
 - E. West "F" Street from First Street West to Second Street West
 - F. West "G" Street from First Street West to Second Street West
 - G. First Street West from West "F" Street to West "G" Street
 - H. Second Street West from West "F" Street to West "G" Street
 - I. Seventh Street West from West "D" Street to Sunset Road
 - J. Sunset Road from Seventh Street West to Tenth Street West
 - K. West "O" Street from West Circle Drive to Third Street West

L. Third Street West from West "O" Street to West "Q" Street

11. "H" Street from Eleventh Street East to Airport Road - 35 m.p.h.

12. Eleventh Street East from East "C" Street north to the corporate limits - 35 m.p.h.

13. Third Street West from West "T" Street north to the corporate limits - 35 m.p.h.

SECTION 2. That any ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 21st day of September, 2026.

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

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

Publish:



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

August 25, 2026

Lea Ann Doak, City Clerk
City of McCook
505 West C Street
McCook, NE 69001-3618

Dear Ms. Doak:

As per our conversation, the Nebraska Department of Transportation (NDOT) would like to update our documentation for the speed zones on US-6 (US-34) and US-83 in and near McCook. NDOT is not proposing any changes to the speed zones.

For NDOT to proceed with a new Authorization, a new Ordinance is requested from the city. The proposed plats, existing plat, and existing (1993) Ordinance are attached. Proposed wording of the new Ordinance is as follows:

West Hwys. US 6 & 34 from a point 1,000 feet west of Wedgewood Drive to a point 400 feet west of the west Junction with US-83 – 45 m.p.h.
West Hwys. US 6 & 34 from a point 400 feet west of the west Junction with US-83 to the west Junction with US-83 – 30 m.p.h.
"B" Street from the west Junction with US-83 to Federal Avenue – 30 m.p.h.
"B" Street from Federal Avenue to East Sixth Street – 25 m.p.h.
"B" Street from East Sixth Street to the east corporate limits at Airport Road – 35 m.p.h.
East Sixth Street from south corporate limits, 530 feet south of South 3rd Street – 35 m.p.h.
North Highway 83 from the west Junction with Hwys. US-6 & 34 to a point 260 feet south of H Street – 30 m.p.h.
North Highway 83 from a point 260 feet south of H Street to a point 1,060 feet north of Q Street – 45 m.p.h.
North Highway 83 from a point 1,060 feet north of Q Street to the north corporate limits, 1, 750 feet north of Q Street – 50 m.p.h.

If you have any questions, please feel free to call me at (402)-479-4594 or by email.

Sincerely,

Scott Milliken, P.E.
Nebraska Department of Transportation
Traffic Engineering Division
scott.milliken@nebraska.gov

cc: Drew Wilson, District 7 Engineer - electronic

Vicki Kramer, Director

Department of Transportation

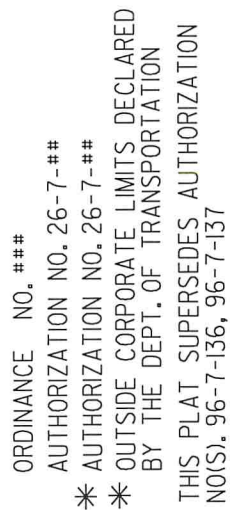
MAILING ADDRESS
PO Box 94759
Lincoln, NE 68509-4759

PHYSICAL ADDRESS
1500 Nebraska Parkway
Lincoln, NE 68502

PHONE 402-471-4567
EMAIL NDOT.ContactUs@nebraska.gov

dot.nebraska.gov





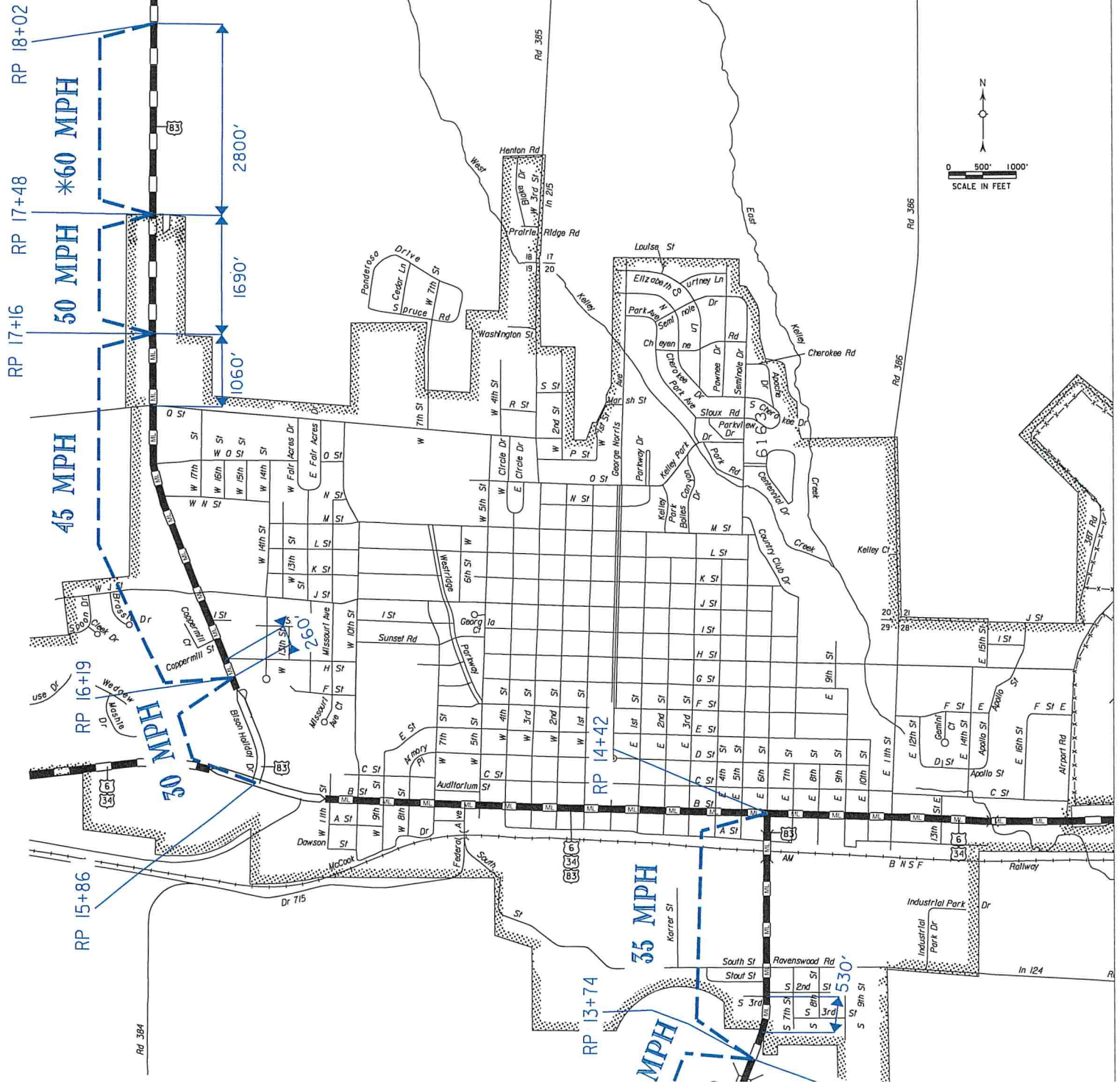
STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
TRAFFIC ENGINEERING DIVISION

SPEED SURVEY
McCook

US-6 (US-34) RED WILLow CO. - 73

APPROVED	DATE
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JOB NO. 864, III2,
2870



CITY MANAGER'S REPORT
SEPTEMBER 21, 2026 CITY COUNCIL MEETING

ITEM: 4.H.

Introduce and approve under suspension of the rule, Ordinance No. 2026-3124 setting the salary and compensation of City Manager Nathan A. Schneider.

BACKGROUND:

Attached is a copy of proposed Ordinance No. 2026-3124. The ordinance can be approved under suspension of the rule in accordance to the terms of the City Manager Employment Agreement approved by the Council at the September 21, 2026 meeting.

Attached for reference is a copy of the FY: 2025-2026 Nebraska Pay Surveys. This salary falls within the range of salaries included in the survey.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 17, 2026

City Administrator/Manager

Description of work:

Directs and manages the activities and services for the municipality; reports directly to the elected officials.

Examples of work:

Supervises the management of all the departments in the municipality; confers and assists department heads on various operating and administrative problems; prepares information for council agenda items; meets with the council in regular and special meetings; recommends policy and procedure changes; prepares annual budget; provides council with information on municipal activities; reviews expenditures and revenues; advises the council on the financial condition and needs of the municipality; handles citizen complaints; prepares insurance specifications; and performs other duties as required.

City	Population	Match	#Positions	Min Hourly	Max Hourly	Volunteer	Exempt	Full/Part/ Contract
Their job title								
McCook	7,996							
City Manager		90	1	\$76.87	\$76.87	No	No	C
Alliance	8,150							
City Manager		100	1	\$68.31	\$68.31	No	Yes	F
Beatrice	12,282							
City Administrator/General Manager		85	1	\$0.00 120.02	\$122.35	No	Yes	F
Cozad	3,977							
City Administrator		0	1	\$51.50	\$61.80	No	No	F
Holdrege	5,515							
City Administrator (B-4)		100	1	\$46.32	\$63.47	No	Yes	F
Lexington	10,348							
City Manager		100	1	\$81.73	\$81.73	No	Yes	F
Norfolk	25,877							
City Administrator		95	1	\$70.29	\$100.91	No	Yes	F
North Platte	23,390							
City Administrator		100	1	\$81.86	\$105.63	No	Yes	F
Ogallala	4,878							
City Manager		90	1	\$60.64	\$101.07	No	Yes	F
Scottsbluff	14,323							
City Manager		90	1	\$0.00	\$80.32	No	Yes	C
Seward	7,643							
City Administrator		100	1	\$66.87	\$80.71	No	Yes	F
Sidney	6,757							
City Manager		80	1	\$0.00	\$62.50	No	Yes	C

Current
\$84,34

York	8,000							
City Administrator	100	1	\$65.40	\$87.64	No	Yes	F	

ORDINANCE NO. 2026-3124

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA SETTING THE SALARY AND COMPENSATION OF THE CITY MANAGER OF THE CITY OF MCCOOK; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. From and after October 1, 2026, the City Manager of the City of McCook, Nebraska shall receive for his base annual (12 month) salary \$163,882, plus 2% longevity \$3,278 for a gross annual (12 month) salary \$167,160 said salary to be paid bi-weekly; retirement benefit of 8% of his salary; and other benefits as shall be determined by the City Council of the City of McCook.

SECTION 2. The City Manager's employment agreement executed September 21, 2026, and effective October 1, 2026, includes these provisions.

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

SECTION 4. This ordinance shall be in full force and take effect from and after its passage, approval and publication as required by law.

PASSED AND APPROVED THIS 21st day of September, 2026.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk

Publish:

CITY MANAGER'S REPORT
SEPTEMBER 21, 2026 CITY COUNCIL MEETING

ITEM: **4.J.**

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

BACKGROUND:

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

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

**FISCAL
IMPACT:** N/A

APPROVALS:



Lea Ann Doak, City Clerk

September 16, 2026

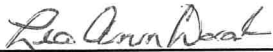
**CITY MANAGER'S REPORT
SEPTEMBER 21, 2026 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 4.K Adopt Resolution No. 2026 - 22 ratifying the Collective Bargaining Agreement between the City of McCook and the Fraternal Order of Police, Lodge 57 for the period of October 1, 2026 to September 30, 2028, and authorize the Mayor to sign said agreement.

BACKGROUND:

The Fraternal Order of Police, Lodge 57 and the City of McCook are in the process of negotiating a new collective bargaining agreement. The terms are in the process of finalization and staff is placing this item on the September 21st McCook City Council agenda in anticipation of concluding the agreement. Staff will update this report prior the September 21st McCook City Council meeting or at the meeting itself, depending on when the parties reach an agreement.

APPROVALS:



Lea Ann Doak, City Clerk

September 17, 2026



Nate Schneider, City Manager

September 17, 2026

RESOLUTION NO. 2026-22

WHEREAS, the City of McCook, Nebraska recognizes the Fraternal Order of Police Lodge 57 as the exclusive collective bargaining agent for all full-time police officers, detectives, and dispatchers below the rank of sergeant and chief dispatcher, excluding the Police Chief, sergeants, chief dispatcher and all other employees.

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

SECTION 1. That the Mayor and Council hereby ratifies the execution of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge 57 for the period of October 1, 2026 - September 30, 2028.

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

PASSED AND APPROVED this 21st day of September, 2026..

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk

CITY OF McCOOK, NEBRASKA

AND

FRATERNAL ORDER OF POLICE LODGE 57

COLLECTIVE BARGAINING AGREEMENT

OCTOBER 1, 2026 - SEPTEMBER 30, 2028

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AGREEMENT

This contract made and entered into this 30th day of September, 2026 at McCook, Nebraska, by and between the City of McCook, Nebraska (hereinafter referred to as the City or the Employer) and the Fraternal Order of Police Lodge 57 (hereinafter referred to as the Union), is for the purpose of setting forth the agreement between the parties concerning wages, hours and working conditions for employees of the City described below, establishing a mutually agreeable means of resolving grievances without work stoppages and lock-outs, and achieving the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE 1.

UNION RECOGNITION

Section 1. Bargaining Unit. The City recognizes the Union as the exclusive collective bargaining agent for all police officers, detectives and dispatchers below the rank of sergeant and chief dispatcher, excluding the Police Chief, sergeants, chief dispatcher, and all other employees.

Section 2. Exclusion of Supervisors. For the purposes of this Agreement, the term "supervisor" means any individual having authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is

not of a merely routine or clerical nature, but requires the use of independent judgment. The parties agree that supervisors, i.e. Sergeants, Chief Dispatcher, and Chief of Police, shall be automatically excluded from the bargaining unit.

ARTICLE 2.

MANAGEMENT RIGHTS

Section 1. Recognition of Management Rights. Except where limited by the express provisions of this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers and the authority of the City as granted to it under the laws of the State of Nebraska, City Ordinances, the Nebraska Civil Service Act, or the City of McCook employee handbook.

Section 2. Drug Testing. The City retains the right to continue or modify its current drug testing program.

ARTICLE 3.

WORK STOPPAGES

Neither the FOP or any officers, agents, or employee, will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations by a coordinating effort to create absences of the Department by employees of the Department. Violation by any member may result in discipline including dismissal of the employee(s) involved. All parties agree to abide by the laws of the State of Nebraska.

ARTICLE 4.

GRIEVANCE PROCEDURE

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

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

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

- (a) Step 1. A grievance initiated by a bargaining unit member or by the Union on behalf of a bargaining unit member, shall be provided in writing, in the form set out above to the immediate supervisor. The grievance must be initiated promptly, and at least within ten (10) working days after the occurrence of the event or when one becomes aware of the event. The immediate supervisor shall then have ten (10) working days to respond to the grievance and to give an answer to the bargaining unit member.
- (b) Step 2. A grievance not settled in Step 1 and which the bargaining unit member and the union wish to pursue further shall be initiated promptly by filing an appeal within ten (10) working days after receipt of the answer provided for in Step 1 above to the Police Chief. A written response to the

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

- (c) Step 3. After reviewing the situation, the City Manager will respond to the employee within twenty-one (21) working days following receipt of the appeal. The City Manager may affirm the Police Chief's decision or reverse the decision. The decision of the City Manager is the final order of the City. If the employee is not satisfied with the decision of the City Manager, the employee may seek redress from the courts as provided by law.

Section 4. Time Limits. The time limits provided for in this Article shall be strictly construed and the failure of any party to meet the time limits stated in this grievance procedure relative to the submittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the previous step, or shall constitute a withdrawal of the grievance, whichever is appropriate. In the event, that the Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits shall apply as if the Employer's answer had been timely filed on the last day.

Section 5. Waiver. The Employer and the FOP or Grievant, by mutual agreement in writing, may extend time limits or waive any, or all of the steps cited above.

ARTICLE 5.

NONDISCRIMINATION

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

affiliation, Union, or non-Union membership.

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

Section 3. Union Membership. The parties hereby agree that no officers, agents, representatives, members, or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.

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

Section 5. Application. The City and the Union agree to apply the terms of the contract in a nondiscriminatory manner.

ARTICLE 6.

HOURS OF WORK

Section 1. Work Schedule. Employees covered by this agreement will have the following work schedules, subject to change by the Chief of Police when change is necessary for the benefit of the Department, said determination to be made solely by the Chief of Police:

- (a) The sworn Employees covered by this agreement assigned to uniform posts are governed by a work schedule of eighty-four (84) hours in a fourteen (14) day period.
- (b) The sworn Employees covered by this agreement assigned to non-uniform posts are governed by a work schedule of eighty-four (84) hours in a fourteen (14) day period.
- (c) The non-sworn Employees covered by this agreement are classified either as full time Employees and/or non full time Employees. In order to be classified as a full time Employee under this heading, the Employees are governed by a work schedule of forty (40) hours per week, a week to be a seven (7) day work period. During the course of the non-sworn Employees two week pay period, the non-sworn Employees shall be guaranteed a minimum of two (2) consecutive days off.

Section 2. Overtime - Sworn Officers. Bargaining unit employees who are sworn law enforcement officers shall receive overtime compensation at the rate of not less than one and one-half times their regular rate of pay for all hours worked (excludes vacation, sick and holiday) in excess of 84 hours in a two-week work period.

Section 3. Overtime - Non-Sworn Employees. Bargaining unit full-time and regular part-time employees who are not sworn law enforcement officers shall receive overtime compensation at a rate of not less than one and one-half times their regular rate of pay for

all hours worked (excludes vacation, sick and holiday) in excess of 40 hours in a seven-day work period, which is one calendar week.

Section 4. Compensatory Time - Sworn Officers. Bargaining unit employees who are sworn law enforcement officers may choose to receive compensatory time in lieu of overtime compensation at the rate of not less than one and one-half times their regular rate for all hours worked (excludes vacation, sick and holiday) in excess of 84 hours in a two-week work period.

Section 5. Compensatory Time - Non-Sworn Employees. Bargaining unit full-time and regular part-time employees who are not sworn law enforcement officers may choose to receive compensatory time in lieu of overtime compensation at a rate of not less than one and one-half times their regular rate for all hours worked (excludes vacation, sick and holiday) in excess of 40 hours in a seven-day work period, which is one calendar week.

Section 6. Accumulation. Bargaining unit employees may not accrue more than 84 hours of compensatory time and shall be required to receive payment for overtime compensation after reaching such limit. The rate of pay for compensatory time shall be one and one-half times the regular rate.

Section 7. Emergencies. During an emergency as declared by the Chief of Police, each employee's shifts, hours, and duties may be established at the discretion of the Chief of Police.

Section 8. Separation. Payment for accrued compensatory time upon

termination of employment shall be calculated at the average regular rate of pay for the final three years of employment or the final regular rate received by the union employee, whichever is higher.

ARTICLE 7.

PROBATIONARY PERIOD

Section 1. Sworn, Non-Certified Officers. New sworn civil service officers that are not certified at the time of hire shall be considered on probation for the first twelve (12) months of employment; at the end of which time, if still employed, they shall be either discharged without recourse or placed on the seniority listing. The twelve (12) months may be extended to fifteen (15) months if the probationary employee was delayed attending training or the city can demonstrate just cause in extending the probationary period. An employee's seniority shall commence the first day of his/her employment providing he/she remains beyond twelve (12) months or any extension thereof.

Section 2. Sworn, Certified Officers. New sworn civil service officers that are certified at the time of hire shall be considered on probation for the first six (6) months of employment; at the end of which time, if still employed, they shall be either discharged without recourse or placed on the seniority listing. An employee's seniority shall commence the first day of his/her employment providing he/she remains beyond six (6) months.

Section 3. Non-Sworn Employees. New non-sworn employees covered by this contract and hired by the City shall be considered on probation for the first six (6) months of employment; at the end of which time, if still employed, they shall be either discharged

without recourse or placed on the seniority listing. An employee's seniority shall commence the first day of his/her employment providing he/she remains beyond six (6) months.

ARTICLE 8.

WORK RULES

The City may adopt rules and regulations for the operation of the Department and the conduct of its employees; provided any such rules and regulations shall not conflict with any provisions of this Agreement or the laws of the State of Nebraska or the United States of America. Any rule so promulgated shall be posted for five (5) calendar days prior to becoming effective, except in emergency situations.

ARTICLE 9.

WAGES

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

Section 2. Call In Pay. Bargaining unit employees called in to work or for a meeting after completing their regular shift and being off duty before being called in to work, shall receive two hour (2) of pay or one and one-half times the actual hours worked whichever is greater.

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

Section 4. Merit Increases/Step Schedule. The City and Bargaining Unit have

adopted a step schedule for yearly wage increases. The step schedule is attached to this agreement, made a part of this agreement by this reference, and is marked as Attachment A. The City and Bargaining Unit agree that the bargaining unit member shall advance up the step schedule on a yearly basis so long as the bargaining unit member receives a satisfactory performance evaluation. Should the bargaining unit member receive an unsatisfactory performance evaluation, that member will remain at their current step on the step schedule. Each of the bargaining unit members shall be placed on the step that corresponds with their current status on the pay grid, except when the City hires a sworn certified officer. If a sworn certified officer is hired, the City, at its discretion, may start the new employee at Step 1, Step 2, or Step 3 on the Step Schedule (Attachment A).

Section 5. Performance Evaluations. Performance evaluations shall be completed on an annual basis. Date of evaluation is determined by the most recent of the employee's hire date or job classification change date. Evaluations shall be completed, signed, and submitted to the payroll office at least 5 working days prior to the effective date of any salary increases.

Section 6. Premium Pay Positions. Police Officers are eligible for an additional 5% of Base Pay for the following assigned Premium Pay Positions - Firearms Instructor, Evidence Custodian, Training Officer/Self Defense Instructor, Computer Systems Manager, and Field Training Officer (FTO). FTO will only be paid premium pay when the FTO is actually in the process of providing field training. If an Officer is assigned two (2) premium pay positions, the Officer will receive an additional 1% of Base Pay for each additional premium pay

position (e.g., employee assigned Firearms Instructor and Evidence Custodian will now receive an additional 6% to their Base Pay). Dispatchers are eligible for an additional 5% of Base Pay for the following assigned Premium Pay Position - Training Dispatcher and Dispatcher in charge. Training Dispatcher will only be paid premium pay when the Training Dispatcher is actually in the process of providing training to new dispatchers. The Chief of Police will authorize and designate the length of training time in respect to determining premium payout. The Dispatcher in charge will be compensated the Premium Pay Rate of 5% of their base pay immediately upon assuming appointed supervisory responsibilities in the absence of the 911 Coordinator. The Dispatcher in charge will be determined by the 911 Coordinator and/or Chief of Police.

Additionally, Certified Law Enforcement Officers who temporarily perform as Acting Sergeants in the absence of a Supervisor, will be compensated the Premium Pay Rate of 5% of their base pay immediately upon assuming appointed supervisory responsibility. The Chief of Police may designate a Certified Law Enforcement Officer on the shift to serve as Acting Sergeant in the absence of the Supervisor to receive the Premium Pay Rate adjustment. The Chief of Police has the authority to serve as Acting Sergeant at his discretion. If the Chief of Police selects a Detective as Officer in Charge, the Detective will be required to work the twelve (12) hour shift that the absent Sergeant works.

Section 7. Promotion of Sworn Certified Officers to Detective. If a sworn certified officer covered by this contract is promoted to detective, that officer shall not incur a pay decrease. If the promoted officer is on Step 1, Step 2, or Step 3 of the Police Officer Step

Schedule, the promoted officer shall start at Step 1 of the Detective Step Schedule. If the promoted officer is at Step 4 or higher on the Police Officer Step Schedule, the promoted officer shall be placed on the Detective Step Schedule, no less than 2 steps behind their current placement.

Section 8. Selective/Grant Funded Overtime. Sworn bargaining unit members who elect to work extra hours during an approved federal or state selective or grant-funded enforcement period shall receive pay at one and one half (1.5) times their regular rate of pay regardless of hours worked in that pay period.

Section 9. Court Appearances. Sworn bargaining unit members who are required to appear in court as witnesses while off duty, shall be compensated a minimum of two (2) hours.

ARTICLE 10.

DISCIPLINE AND DISCHARGE

Section 1. Civil Service Act. Full time sworn police officers in the bargaining unit covered by this Agreement shall be hired, disciplined and/or terminated in accordance with the Nebraska Civil Service Act. Any employees in the bargaining unit who are not full-time sworn police officers shall be considered at-will employees who may be hired, disciplined and/or terminated at the discretion of the City.

Section 2. Discipline and Discharge. Employees in the bargaining unit may be disciplined or discharged in accordance with the Nebraska Civil Service Act (if applicable) or in accordance with City and Department policies.

Section 3. Letters of Reprimand. Any letter of reprimand issued to an employee may be removed from the employee=s personnel file and presented to the employee three (3) years after the inclusion of such letter in the file, provided the employee has not received an additional letter or letters of reprimand during the three-year period of time. The employee shall request in writing that letters may be removed and if the request is approved by the Police Chief, action will be initiated which will remove the letters from the personnel record. If the request is not approved, the Police Chief shall state the reasons why not. This section only pertains to letters of written reprimand as outlined in the City of McCook Employee Handbook and does not include any other forms of discipline.

ARTICLE 11.

LAYOFF

Section 1. Notice. The City Manager may lay off an employee due to lack of work or funds or any other reason. Two (2) week notice will be given prior to layoff.

Section 2. Procedure-Sworn Officers. Layoffs for sworn officers and non-sworn officers shall be made on the basis of: 1) the multiple job skills recently or currently being performed by the employee, 2) the knowledge, skills, and abilities of the employee, 3) the performance appraisal of the employee including any recent or pending disciplinary actions involving the employee, 4) the employment policies and staffing needs of the department together with contracts, ordinances, and statutes related thereto, 5) required federal, state, or local certifications or licenses, and 6) seniority accumulated as a sworn officer with the Police Department.

Section 3. Consideration for Other Employment. An Employee whose position has been eliminated by such a reduction may request the City Manager to be considered for retention in another City position, subject to the Employee=s qualifications for the other City position and procedural requirements.

Section 4. Miscellaneous Provisions. The names of regular employees who have been laid off shall be placed on a lay-off list, maintained by the City. The City shall rehire in reverse order of lay-off, provided, such employees are otherwise qualified to perform the duties of the position. No new Employees will be hired by the City until all laid off employees have been offered positions. If a laid off employee is offered and refuses employment, he/she may be removed from the layoff list. Employees who have been laid off shall have recall rights for one year from the date of their layoff. A senior employee covered by this contract may choose to lay-off

ARTICLE 12.

UNPAID LEAVES OF ABSENCE

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

Section 2. Family Leave. The City and Union agree to abide by any policy covering the Family and Medical Leave Act of 1993 adopted by the City.

ARTICLE 13.

HOLIDAYS

Section 1. Eligibility. All employees in the bargaining unit shall be entitled to holiday pay benefits.

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

- (a) January 1 New Year's Day
- (b) May; Last Monday Memorial Day
- (c) July 4 Independence Day
- (d) September; First Monday Labor Day
- (e) November; 4th Thursday Thanksgiving Day
- (f) November; 4th Friday After Thanksgiving Day
- (g) November 11 Veterans Day
- (h) 1/2 of December 24 Christmas Eve
- (i) December 25 Christmas Day
- (j) Three floating holidays

Section 3. Floating Holidays. The Floating Holidays referred to above are to be celebrated each calendar year on a mutually agreeable date between the employee and the City. It is understood that it is the employee's responsibility to give the City at least one (1) weeks notice of the date when he/she intends to celebrate the Floating Holiday. At least one (1) Floating Holiday day must be used by July 1 of each year or it shall be forfeited. Bargaining unit employees who utilize the Floating Holiday will be compensated for the amount of hours the employee is normally assigned at their regular rate of pay.

Section 4. Holiday Pay. Bargaining unit employees working a full shift on a designated holiday shall be compensated 16 hours of holiday pay at their regular rate of pay

in addition to their regular hours of pay. Bargaining unit employees who do not work on a designated holiday shall be compensated with 12 hours of holiday pay at their regular rate of pay. Bargaining unit employees who work less than a full shift will be paid 12 hours plus a prorated number of additional holiday hours based on the number of hours actually worked. For Christmas Eve, the bargaining unit employees shall be compensated at 8 hours of holiday pay at their regular rate of pay in addition to their regular hours of pay. For Christmas Eve, the bargaining unit employee who does not work, shall be compensated at 6 hours of holiday pay at their regular rate of pay. For Christmas Eve, bargaining unit employees who work less than a full shift will be paid 6 hours plus a prorated number of additional holiday hours based on the number of hours actually worked. Bargaining unit employees will not be compensated for vacation and sick leave on a designated holiday.

Section 5. Holiday Hours. Holiday hours will not be considered as time worked in the compensation of overtime.

Section 6. Separation. Employees separated from employment will receive pay for any holidays occurring prior to the date of separation which have not been paid.

ARTICLE 14.

VACATION

Section 1. Eligibility. All bargaining unit employees are eligible for vacation benefits after completing six (6) months of employment. After becoming eligible the employee will be credited with accrued vacation leave in an amount equal to that which would have been accrued if the accrual had commenced as of the initial date of employment.

Section 2. Benefit. Vacation leave shall be earned and accrued from the most recent date of employment. Vacation leave shall accrue to regular employees at the following rate per bi-weekly pay period:

Regular Full-Time Employees	32-Hour	40-Hour	42-Hour
Commencement date thru 4 th year	2.47	3.08	3.23
From start of 5 th year	2.96	3.69	3.88
From start of 8 th year	3.70	4.62	4.85
From start of 13 th year	4.19	5.23	5.49
From start of 18 th year	4.92	6.15	6.46
From start of 22nd year	5.54	6.92	7.27

Section 3. Usage. To accommodate scheduling requirements, eligible employees must request vacation time in advance in writing. No employee will be allowed to take vacation time unless approved in advance by management.

Section 4. Accumulation. The maximum number of vacation hours which may be accumulated by an eligible employee is 1.5 times the yearly accrual.

Section 5. Vacation Hours. Vacation hours will not be considered as time worked in

the computation of overtime.

Section 6. Vacation Leave Buyout Due to Staffing Shortage. Notwithstanding any other provision of this Agreement, when the Department's staffing level for sworn officers and/or dispatchers falls below seventy-five percent (75%) of the Department's authorized staffing complement for the applicable classification, an employee within the affected classification who has accrued vacation leave equal to or greater than eighty percent (80%) of the employee's maximum allowable vacation accrual may elect to receive payment for accrued vacation leave, subject to the terms and conditions set forth herein. Upon the employee's written request, the Department shall authorize payment for eligible accrued vacation hours, provided that such payment is consistent with applicable law, and payroll requirements. The employee shall remain eligible for such payment for so long as the applicable staffing level remains below seventy-five percent (75%) and the employee maintains an accrued vacation balance at or above eighty percent (80%) of the maximum allowable accrual. Payment shall be made at the employee's regular rate of pay in effect at the time of payment. Participation in the vacation buyout provision shall not be construed as a waiver of the employee's right to accrue or use vacation leave, nor shall approval of a buyout affect the employee's seniority, benefits, or other rights under this Agreement.

Section 7. Separation. Employees separating from employment due to retirement, dismissal, resignation or death will be paid 100% of all accrued but unused vacation pay, up to the maximum accumulation allowed as provided in Section 4.

ARTICLE 15.

SICK LEAVE

Section 1. Eligibility. A bargaining unit employee is eligible for sick leave upon employment.

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

- (a) Personal illness or physical incapacity resulting from causes beyond the control of the employee.
- (b) A quarantine of the employee in accordance with community health regulations.
- (c) An appointment with a doctor or dentist.
- (d) An illness or condition of an immediate family member which requires the employee's presence. Immediate family is defined as the spouse, employee's parents, children, grandparents, grandchildren and any person relation actually living in the household of the employee and dependent on the employee for care.

Section 3. Benefit. Sick leave shall accrue for bargaining unit employees from their initial date of employment:

	32-Hour (working 20 to 40 hours per week)	40-Hour Non-sworn Employee	42-Hour Sworn Officers
Bi-weekly accrual:	2.96	3.69	3.88
Maximum accrual:	600	800	960

Section 4. Separation. Any employees leaving the employment of the City in good standing will be paid 25% of their accumulated unused sick leave.

Section 5. Notification. An employee on sick leave shall report to the Chief or current on-duty supervisor at least one (1) hour prior to the beginning of the work shift when he or she will be absent. The employee shall keep the Chief or his designee informed of his or her condition.

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

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

Section 8. Sick Leave Hours. Sick leave hours will not be considered as time worked in the computation of overtime.

ARTICLE 16.

FUNERAL LEAVE

Section 1. Definition. For the purposes of this Agreement, the term immediate family shall include: spouse, children, parents, brothers, sisters, grandparents, grandchildren and the same relatives of the employee's spouse.

Section 2. Benefit. In the event of a death in the immediate family of an employee covered by this Agreement, the City will grant reasonable time off with pay of up to thirty-

six (36) working hours for sworn officers and non-sworn employees for making arrangements for and/or attendance at the funeral of such family member. Funeral leave must be taken within a year of the date of the immediate family members death.

Section 3. Verification. An employee must be on the current payroll as of the date of the death of the member of the immediate family in order to qualify for the benefit and must notify his supervisor not later than the first (1st) day of such absence. When requested, the employee must furnish proof satisfactory to the City of the death, the relationship to the deceased, the date of the funeral, and the employee's actual attendance at such funeral.

ARTICLE 17.

INSURANCE

Section 1. Plan. The City agrees to provide health, dental and life insurance benefits to employees in the bargaining unit pursuant to the City of McCook Employee Medical and Dental Benefit Plan.

Section 2. Modifications. The City reserves its right to modify plan benefits, insurance carriers, third party administrators and otherwise make changes and modifications in the health, dental and life insurance benefits provided to employees in the bargaining unit during the life of this contract.

Section 3. Premium Payments. The bargaining unit employee agrees to pay to pay health insurance premiums at the following rates for the life of this contract (i.e. from October 1, 2026 through September 30, 2028):

\$20 per pay period for a single member

\$47 per pay period for employee and spouse

\$40 per pay period for employee and children

\$80 per pay period for employee and family.

The bargaining unit employee agrees to pay to pay a minimal health insurance premium by payroll deduction each bi-weekly pay period. The bargaining unit employee=s share of premium will be reviewed and determined during each annual renewal process and employees will be notified of changes, if any.

Section 4. Term Life Insurance. The City will provide life insurance equal to one year's salary rounded to the nearest \$10,000 for each eligible permanent full-time employee.

Section 5. Maintain Level of Benefits. The City agrees that the above insurance benefits shall be maintained, at not less than the highest standards in effect at the time of this agreement. In the event that it becomes necessary to change carriers, the City and Union agree to meet to ensure that the level of benefits does not subtract in value from what is currently in effect.

ARTICLE 18.

RETIREMENT

Section 1. Sworn Officers. Each eligible full-time sworn officer is covered under the Nebraska Police Officer's Retirement System pursuant to NEB. REV. STAT. ' 16-1006 (Rev. 1997).

Section 2. Non-Sworn Employees. Each eligible full-time non-sworn employee is

covered under the City of McCook Employee Retirement Plan. Contributions will be made by the City and benefits will be paid to employees in accordance with the Summary Plan Description of said Plan.

ARTICLE 19.

UNIFORMS

Section 1. Benefit. All employees required to wear uniforms and equipment will have uniforms furnished by the City in sufficient supply so that each employee may, at all times present a clean and neat appearance. Such uniforms shall not include socks or shoes which will be provided by the individuals. These uniforms are City property and shall not be converted to personal use.

The City shall provide such Police equipment as shall be required by the Department, to all sworn officers, i.e., leather gear, badges, handcuffs, batons, ammo pouches, ammo, holsters, clips, and weapons. The City will provide for a bullet-resistant vest. Regular replacement articles shall be provided as necessary for reasonable wear or damage or loss of uniforms or equipment occurring while in the performance of duties. Repairs shall be provided by the City if the damage occurred in the line of duty. The Chief of Police may authorize repair or reimbursement for clothing of non-uniformed employees or shoes of any employee when such clothing or shoes have been damaged while in the performance of duties. For sworn, non-uniform members (ie. Detectives), the City shall provide a stipend of \$200.00 per year for City approved dress attire. Approved attire shall be determined by the Chief of Police, after consultation with the non-uniform members (ie. Detectives).

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

ARTICLE 20.

EDUCATIONAL ASSISTANCE

The City provides an educational assistance program to encourage personal development through formal education. The City will be responsible for 100% of the cost for courses the City requires the employee to take for job certification or related classwork. Employees who take courses at the specific request, direction or with the prior consent of their Department Head or City Manager shall be reimbursed for all costs.

ARTICLE 21.

JURY DUTY

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

Section 2. Compensation. Employees on jury duty shall provide to the City the full amount of any compensation paid to the employee for jury duty. Employees will be

provided their regular pay for the time they are on jury duty. Employees who are released from jury duty, on any given day during the jury term, are not required to return to work. Combination of jury duty hours and actual work hours shall not exceed scheduled number of hours for that shift.

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

ARTICLE 22.

WORKERS' COMPENSATION

An employee receiving benefits from Workers' Compensation due to a work-related injury must notify his or her supervisor immediately. The employee will receive all Nebraska workers' compensation benefits as provided in the Nebraska Workers' Compensation Act; however, they will not be entitled during any period of disability to receive in full both his or her sick leave, salary and his or her workers' compensation benefits. If the employee's workers' compensation benefits are less than the regular City pay, he or she may verify the amount of benefits to the City Manager, who will authorize a City check for the difference between the workers' compensation benefits and his or her regular City pay. Payments for the difference will be deducted from the employee's sick leave account and/or vacation.

ARTICLE 23.

SAFETY COMMITTEE

Employees in the bargaining unit may select a representative to serve on the McCook Safety Committee. The length of service on this committee is outlined under the guidelines of the City of McCook Safety Committee. The recommendations of the City of McCook Safety Committee are non-binding recommendations to the City.

ARTICLE 24.

SCOPE OF AGREEMENT

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

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

Section 3. Negotiations. The parties agree that the negotiations preceding the

signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE 25.

OUTSIDE EMPLOYMENT

All employees must obtain prior approval from the City Manager before any outside employment or other work activities are taken. Employees may hold other part-time employment as long as such other employment, in the judgment of the City Manager, does not affect the performance of their jobs with the City or negatively affect public perception of this employee or other City employees generally.

ARTICLE 26.

SAVINGS CLAUSE

If any provision of this Contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Contract shall remain in full force and effect for the duration of this Contract.

ARTICLE 27.

BULLETIN BOARD

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

Section 2. Materials. Materials posted shall concern elections, meetings, reports,

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

Section 3. Meetings. The City shall allow the Bargaining Unit to conduct scheduled meetings in the conference room or other meeting room(s) of the Police Department for the purpose of handling lodge business. The Bargaining Unit will provide ample notification to the Chief of Police of such meetings, so as to not in any way interfere with necessary police business and functions. Bargaining unit agrees that rooms made available to them by the City will not be used for political activity.

ARTICLE 28.

EMPLOYEE RIGHTS

Section 1. Each Employee shall, upon request, have the right to review his or her personnel file during regular business hours in the presence of the Human Resource Coordinator or his/her representative.

Section 2. No record of complaints, allegations, personnel action taken, or any disciplinary action pertaining to an Employee shall be kept by the Employer in any location other than the personnel file maintained by the Employer.

Section 3. Any, and all allegations which may result in suspension, demotion, removal, or discharge shall be provided to the Employee via written notice within 24 hours

of commencing investigation of such allegations or as soon as possible in extenuating circumstances. If such action is based upon a citizen complaint, the Employee shall be provided a copy of the complaint. The Employer shall not solicit complaints against Employees. An unfounded complaint shall not be kept in an Employees personnel file.

Section 4. For actions which may result in suspension, demotion, removal or discharge, any interrogation of an Employee shall be mechanically recorded in its entirety. Completed interrogations shall be transcribed and a copy shall be furnished, if requested by the Employee, at no cost and no later than five (5) days before any scheduled pre-disciplinary (Loudermill) meeting.

Section 5. Prior to interrogation, the Employee will be given a copy of the Garrity warning to sign if disciplinary action may result in suspension, demotion, removal, or discharge. Note: Garrity still applies if disciplinary action may result in administrative action less than suspension, demotion, removal, or discharge; however, copies of Garrity need not be distributed or read.

Garrity. I wish to inform you that you are being questioned as part of an official investigation of the Police Department. You will be asked questions specifically directed a narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and the Constitution of the United States, including the right to not be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to departmental charges which

could result in your dismissal from the department. If you do answer, neither your statements or any information or evidence such is gained by reason of such statements can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent departmental charges.

Section 6. The interrogation of an Employee shall be conducted in a private location at a reasonable hour, and when the Employee is on duty, unless the investigation dictates otherwise. Employees shall be relieved of responsibilities without loss of pay when being interrogated. The questioning shall be completed with reasonable dispatch. This action shall not prohibit any law enforcement agency from conducting criminal investigations whether alleged occurring during employment hours or any other time. The accused shall be informed prior to the interview of the name and rank of the person in charge of the interview. Questions directed to the Employee during the interview shall be asked by only on (1) interviewer at a time. The Employee has a right to have a FOP representative or attorney of his choosing during the interrogation.

Section 7. An Employee shall not be subjected to offensive language nor be threatened with dismissal, transfer, or other disciplinary action as a guise to attempt to obtain an Employee=s resignation, nor shall an Employee be intimidated in any form. The employer may advise an employee of the possible disciplinary options the employer could impose for the alleged incident.

Section 8. The City, Police Chief or FOP shall not make any press releases regarding ongoing internal administrative or criminal investigations or disciplinary actions. The City

agrees that press releases concerning bargaining unit members under criminal investigation will be provided to the President of the Bargaining Unit prior to the release to the public. If there is a press conference, the city will discuss the issues to be addressed with the President of the Bargaining Unit beforehand.

DURATION

Section 1. Contract Term. This Agreement shall be in full force and effect from October 1, 2026 through September 30, 2028.

IN WITNESS WHEREOF, the parties have set their hands this 30th day of September, 2026.

CITY OF MCCOOK, NEBRASKA

FRATERNAL ORDER OF POLICE
LODGE 57

BY _____
Linda Ta, Mayor

BY _____
William Richendifer, President

CITY OF McCOOK, NEBRASKA
AND
FRATERNAL ORDER OF POLICE LODGE 57

ATTACHMENT A - Step Schedule

October 1, 2026 - SEPTEMBER 30, 2028

Police - Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
10/1/2026								
- 9/30/2028	\$26.936	\$28.083	\$29.346	\$30.666	\$32.047	\$33.648	\$35.332	\$37.098

Premium Pay Positions will receive an additional 5% of base pay for Firearms Instructor, Evidence Custodian, Training Officer/Self Defense Instructor, and Computer Systems Manager, FTO and Officer In Charge. (See Union Contract for FTO and Officer in Charge)

Detectives - Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
10/1/2026								
- 9/30/2028	\$29.333	\$30.506	\$31.727	\$32.996	\$34.316	\$35.689	\$37.296	\$39.066

Dispatch - Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
10/1/2026 - 9/30/2028	\$20.512	\$21.215	\$21.941	\$22.698	\$23.478	\$24.310	\$25.178	\$26.122

Dispatchers are eligible for an additional 5% of base pay for a
Premium Pay Position - Training Dispatcher and Dispatcher in Charge.
(See Union Contract)

**Cost Of Living Adjustments (COLA) for the contract year of October 1, 2026-September 30, 2028, will be based upon the Consumer Price Index (CPI) - All Urban Consumers, U.S. City Average, All Items, Not Seasonally Adjusted. The COLA percentage increase will be based upon the percent change between February 2025 and January 2026. Using the CPI as a guide, during the four (2) years of this contract will not go below the minimum of 2.5% as agreed upon and stated in Article 9, Section 4 of this agreement.