

MCCOOK CITY COUNCIL

REGULAR MEETING

**Tuesday, September 8, 2020
5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Citizen's Comments.

2. Announcements & Recognitions.

3. Public Hearings.

A. Public Hearing - consider the 2021 McCook Plan of Street Improvements.

1. Adjourn the Public Hearing.

B. Adopt Resolution No. 2020-18 approving the 2021 McCook Plan of Street Improvements.

C. Receive and file request from the McCook Chamber of Commerce to continue the City's appropriation to the Chamber.

D. Public Hearing - FY 2020/2021 Annual Budget.

1. Adjourn the Public Hearing.

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

1. Adjourn Public Hearing.

F. Consider Ordinance No. 2020-3010 providing for the adoption of the budget for FY 2020/2021.

1. Chairperson asks Clerk to read Ordinance by title.

2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.

3. Final passage of Ordinance No. 2020-3010.

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

1. Ordinance No. 2020-3010 is declared lawfully passed and adopted upon publication as required by law.

G. Ordinance No. 2020-3011 providing for the adoption of the FY 2020/2021 Fiscal Year Employee Classification Pay Plan.

1. Chairperson asks Clerk to read Ordinance by title.

2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
 3. Final passage of Ordinance No. 2020-3011.
 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
 1. Ordinance No. 2020-3011 is declared lawfully passed and adopted upon publication as required by law.
- H. Approve increase of Restricted Funds Limit by an additional 1% for Unused Restricted Funds Authority.
4. Consent Agenda.
- A. Approve the minutes of the August 17, 2020 regular City Council meeting.
 - B. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a wedding reception to be held at the Red Willow County 4-H Building, 1412 West 5th Street, on October 3, 2020 from 12:00 P.M. to 1:00 A.M; and shall be subject to comply with any Directed Health Measures in effect at the time of the event.
 - C. Approve Resolution No. 2020-19 authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance Form 2020 to the Nebraska Board of Public Roads Classification and Standards.
 - D. Approve the appointment of City Manager Nate Schneider, Public Works Director Kyle Potthoff, Airport Maintenance Operator Ken Vontz, and Airport Advisory Commission member Griff Malleck to the Selection Board for engineering services for the Airport Master Plan at McCook Ben Nelson Regional Airport.
 - E. Ratify the Mayor's appointments to the Economic Development Plan Citizen's Advisory Review committee - appoint Bob Elder to replace Gary Wiemers - term expires July 2023; the Board of Health - appoint Joel Smith - term expires June 2021; the Parks Advisory Board - reappoint Mark Friehe - term expires May 2023; and the Tree Advisory Board - appoint Ashley Sydow to replace Mary Pate - term expires April 2025.
 - F. Approve the request from Ronda Graff to utilize city streets and walking trails for the 2020 Republican River Fitness Series on the following dates September 26, November 21, and December 12, 2020.
 - G. Approve Bid Specifications and Documents for three (3) new Ambulance Power Load Systems and Cots (stretchers) and set the date to receive bids as September 30, 2020 at 2:00 P.M.
 - H. Approve Bid Specifications for two (2) new Dispatch Consoles for use by the McCook Police Department and set the date to receive bids as September 30, 2020 at 2:30 P.M.
 - I. Approve the Certification of Completion and release for Project No. 3-31-0052-015 Concrete Rehabilitation, Crack Sealing and Painting at McCook Nelson Regional Airport and authorize the Mayor to sign.
 - J. Approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show on September 26 & 27, 2020; for the closing of Norris Avenue from "G" Street to "H" Street - after the parade on Saturday until Sunday evening, the 100 block of East "G" Street beginning at 3:00

p.m. on Friday, September 25, 2020 until Sunday evening, the 700 and 800 blocks of East 1st, the 100 and 200 blocks of East "H" Street beginning at 5:00 A.M., September 26, 2020 until Sunday evening, the 100 block of West "G" street from 5:00 a.m. on Saturday September 26, 2020 until after the parade; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 26, 2020; the use of City Streets around Norris Park from the conclusion of the parade until 4:00 P.M. on Saturday, September 26, 2020 for a car and tractor show.

- K. Approve the McCook Area Chamber of Commerce Heritage Days request to close the 400 Block of Norris Avenue for the Heritage Days Mixer on September 23, 2020 from 5:00 P.M. to 8:00 P.M.
 - L. Approve the application for a Special Designated Liquor License submitted by the McCook Chamber of Commerce for a Community Celebration Mixer to be held at the Keystone Business Center, 402 Norris Avenue, on September 23, 2020 from 10:00 A.M. to 2:00 A.M.
 - M. Approve Resolution No. 2020-20 amending the rates for the ambulance service operated by the City of McCook, Nebraska.
5. Regular Agenda.
- A. Approve Employment Agreement with City Manager Nathan A. Schneider and authorize the Mayor to sign.
 - B. Consider Ordinance No. 2020-3012 setting the salary and compensation of City Manager Nathan A. Schneider.
 - 1. Chairperson asks Clerk to read Ordinance No. 2020-3012 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. 2020-3012.
 - 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
 - 1. Ordinance No. 2020-3012 is declared lawfully passed and adopted upon publication as required by law.
 - C. Council Comments.
 - D. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to collective bargaining - McCook Professional Firefighters Association Local 2100.
 - 1. Nebraska Open Meetings Act statement, if the motion to close passes.
 - 2. Close Executive Session.
 - E. Adopt Resolution No. 2020-22 and Resolution No. 2020-23, ratifying the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2020 to September 30, 2025, and authorize the Mayor to sign said agreement.
 - F. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to collective bargaining - the Fraternal Order of Police Lodge 57.
 - 1. Nebraska Open Meetings Act statement, if the motion to close passes.

2. Close Executive Session.

G. Adopt Resolution No. 2020-21 ratifying the Collective Bargaining Agreement between the City of McCook and the Fraternal Order of Police, Lodge 57 for the period of October 1, 2020 to September 30, 2022, and authorize the Mayor to sign said agreement.

Adjournment.

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM:

- 3.A.** Public Hearing – consider the 2021 McCook Plan of Street Improvements.
- 3.B.** Adopt Resolution No. 2020-18 approving the 2021 McCook Plan of Street Improvements.
-

BACKGROUND

Included with this Council Report are the following items:

1. McCook 2021 One Year Plan
2. McCook 2021 Long Range Street Plan
3. McCook 2021 Street Plan Map
4. McCook 2021 Street Plan Budget
5. McCook 2020 Completed Street Projects

Attached are documents outlining the One Year Plan, the Long Range Plan, a Map of the proposed Improvements, a Street Budget and a list of projects completed or contracted in the last fiscal year.

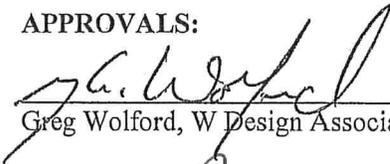
There are two projects noted on the One Year Plan, but only one is actually funded. The Phase III of the B Street payments with a total estimated cost of \$181,000. The other project is the reconstruction of North Cherokee, which has been on the plan for many years and is now the top project. However, this project is not shown as funded at this time because of the drop in highway allocation dollars the City has experienced with the pandemic. Income from the gas tax allocation is down about 10% thus far and staff felt it best not to proceed with this project until future funding is clearer. It is shown on the one year plan in case funding becomes available.

The last item to note on this year's Plan is cost estimates. Construction prices have been rising significantly and are reflected in several of the projects. Asphalt prices have remained fairly steady with the lower oil prices, but concrete, steel, and other construction items have risen as much as 20% in the past year according to NDOT. The cost estimates for all projects listed on the Long Range Plan have been updated to reflect these increases.

There are many more projects identified on the Long Range Plan than can be funded in the 10 year period shown on the Street Budget.

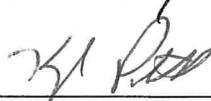
FISCAL IMPACT: None.

APPROVALS:



Greg Wolford, W Design Associates

Date: 1 Sep 20



Kyle Potthoff, Public Works Director

Date: 9/1/2020



Nate Schneider, City Manager

Date: 9-1-2020

EXHIBIT #1

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NOTICE OF PUBLIC HEARING

Notice of a public hearing to be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, at 5:30 o'clock P.M., C.S.T., on the 8th day of September, 2020, is hereby given. The purpose of said hearing is for the presentation of the 2021 Plan of Street Improvements as Developed by the City Council in accordance with Nebraska Law.

-s- Lea Ann Doak
City Clerk

Publish: September 1, 2020.

EXHIBIT #2

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RESOLUTION NO. 2020-18

WHEREAS, in accordance with the statutes of the State of Nebraska and as prescribed by the Board of Public Roads Classifications and Standards, Notice of Hearing has been given by publication in the legal newspaper of McCook, Nebraska, of a Hearing on the 2021 Plan of Street Improvements of McCook to be held in the Council Chambers at the McCook Municipal Center on the 8th day of September, 2020, at 5:30 P.M. for the purpose of hearing comments and objections to said plan.

WHEREAS, upon said Hearing, the City Council finds that the Plans submitted are adequate for the purpose prescribed by law and that the same should be approved.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of McCook, Nebraska that the 2021 Plan of Street Improvements for specific improvements are hereby approved and adopted.

PASSED AND APPROVED THIS 8th day of September, 2020.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

(SEAL)

Motion by _____

Seconded by _____ Vote: YEA _____ NAY _____

EXHIBIT #3

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City of McCook

One Year Street Plan

Period Including:

Oct., 2020 through Sept., 2021

PRIORITY No.	PROJECT No.	Location	Description	ESTIMATED COST	REMARKS
				(Thousands)	
1	M-399(9)	Highway Concrete Repair Phase 2	Concrete Repair on State Highways	181	
2	M-399(5)	N. Cherokee Dr. - Seminole to Norris	Full Depth Asphalt Reconstruction	493*	
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10		*Not Currently Funded			
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PREPARED BY: Greg Wolford, P.E.				TITLE: Street Supt.	DATE: August 20, 2020

EXHIBIT #4

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City of McCook

Long Range Street Plan

Period Including:

Oct., 2020 to Sept., 2030

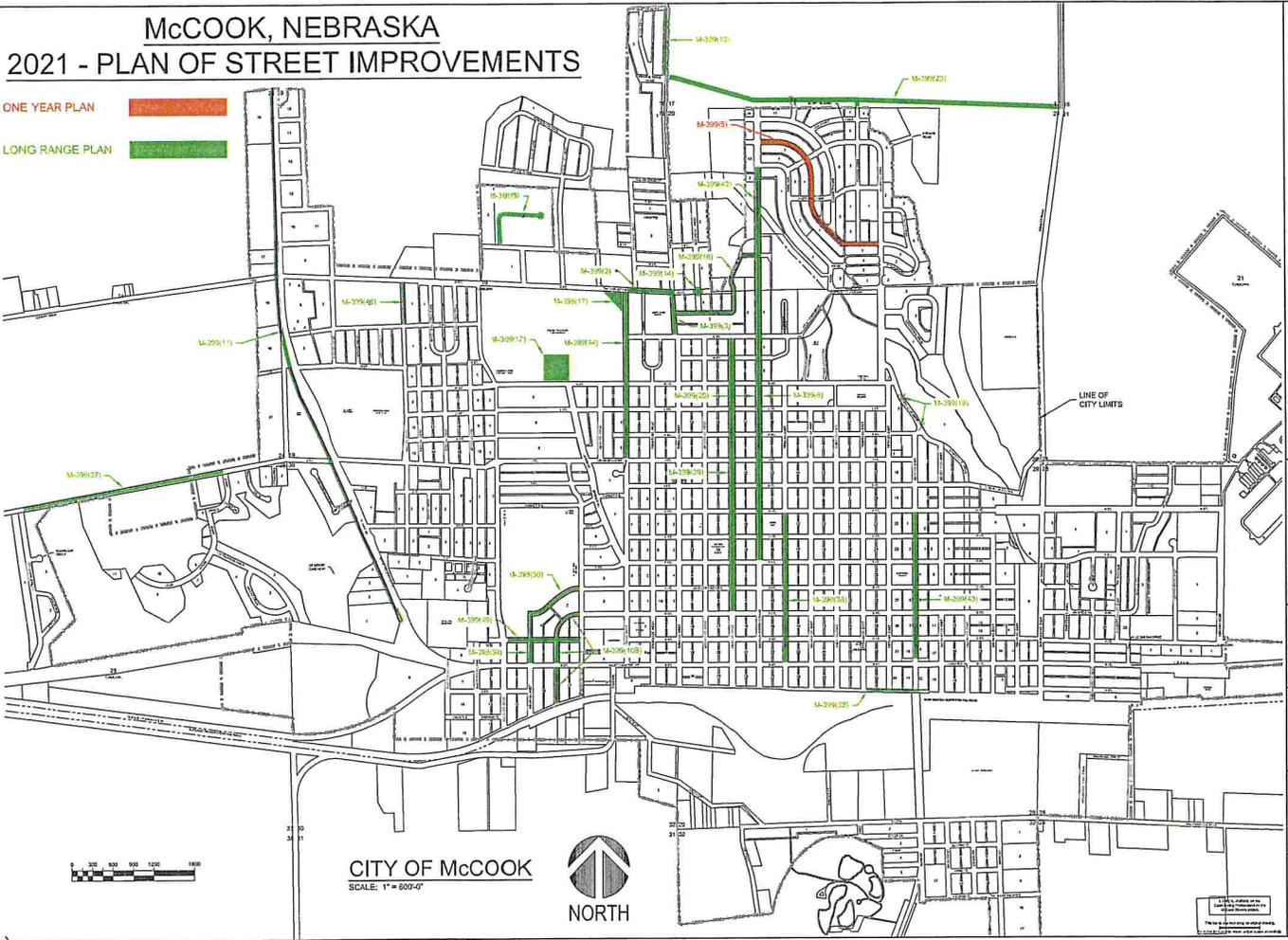
PRIORITY No.	PROJECT No.	Location	Description	Estimated Cost	Remarks
				(Thousands)	
1	M-399(9)	Highway Concrete Repair Phase 3	Concrete Repair on State Highways	181	Budgeted 2021
2	M-399(5)	N. Cherokee Dr. - Seminole to Norris	Full Depth Asphalt Reconstruction	493	Budgeted 2022
3	M-399(38)	East 1st St. from B to H St.	Asphalt Overlay	214	Budgeted 2023
4	M-399(10B)	West D & 8th from A to West 7th St.	Full Depth Asphalt Reconstruction	264	Budgeted 2024
5	M-399(49)	West C St. from West 7th to West 10th	Full Depth Asphalt Reconstruction	236	Budgeted 2024
6	M-399(44)	West 5th St. from J to Q St.	Full Depth Asphalt Reconstruction	446	Budgeted 2025
7	M-399(20)	Norris Ave. from F to O St.	Asphalt Overlay	400	Budgeted 2026
8	M-399(39)	West 1st St. from D to O St.	Full Depth Asphalt Reconstruction	917	Budgeted 2027
9	M-399(27)	West J St. Extension	Purchase ROW, Grade and Gravel	409	Budgeted 2028
10	M-399(17)	North Westridge Detention	New Stormwater Detention Pond	76	Budgeted 2029-31
11	M-399(19)	Country Club Drainage	Storm Sewer Upgrades	87	Budgeted 2029-31
12	M-399(43)	East 6th St. from B to C St.	Concrete Replacement	232	Budgeted 2029-31
13	M-399(23)	New Northern Connection	New Road from East 11th to West 3rd	2501	Budgeted 2030-32
14	M-399(46)	West 14th St. from O to Q St.*	New Concrete Street	265	
15	M-399(12)	W 3rd St. Prairie Ridge to Henton Rd.*	Replace Asphalt with New Concrete	399	
16	M-399(32)	East A St. from 4th to 6th St.	New Storm Sewer in Existing Ditch	187	
17	M-399(6)	Norris Ave. from F to O St.	Replace Exlst. Concrete with New	1865	
18	M-399(42)	Norris Ave. from O to Park Ave.	Asphalt Reconstruction	345	
19	M-399(50)	West 9th St. from B to W 7th.	Full Depth Asphalt Reconstruction	328	
20	M-399(2)	West Q St. from 3rd to 5th. St.	Full Depth Asphalt Reconstruction	160	
21	M-399(3)	West 3rd St. from O to Q St.	Asphalt Overlay	51	
22	M-399(11)	N Hwy 83 from B to North City Limits	New Sidewalks and Handicap Ramps	466	
23	M-399(14)	W 2nd & Q Intersection	Replace Exlst. Concrete with New	51	
24	M-399(8)	West 9th and S St. North of R St.*	North Point Subdivision	365	
25	M-399(18)	P St, West 1st & Marsh	Full Depth Asphalt Reconstruction	322	
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		*Paving District Funded			
PREPARED BY: Greg Wolford, P.E.				TITLE: Street Supt.	DATE: August 20, 2020

EXHIBIT #5

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McCOOK, NEBRASKA 2021 - PLAN OF STREET IMPROVEMENTS

ONE YEAR PLAN █
LONG RANGE PLAN █



2021 STREETS ONE & SIX YEAR PLAN
CITY OF McCOOK
McCOOK, NEBRASKA

DESIGN ASSOCIATES
CITY OF McCOOK, NEBRASKA

NOT PRELIMINARY
NOT FOR CONSTRUCTION

DATE: August, 2020

**City of McCook
2021 One & Six Year Plan Budget**

Year	Proposed Projects	Actual Spent	Income State Buyout	Income Sales Tax	Income Addtl Gas Tax	Grant or Assessment Inc.	Available Funds From Current Yr.	Accumulated Funds
1	2020	\$ 275,000						\$ 305,142
1	2021	\$ 181,000	\$ 137,000	\$ 345,000			\$ 787,142	\$ 606,142
2	2022	\$ 493,000	\$ 137,000	\$ 250,000			\$ 993,142	\$ 500,142
3	2023	\$ 214,000	\$ 137,000	\$ 250,000			\$ 887,142	\$ 673,142
4	2024	\$ 501,000	\$ 137,000	\$ 250,000			\$ 1,060,142	\$ 559,142
5	2025	\$ 446,000	\$ 137,000	\$ 250,000			\$ 946,142	\$ 500,142
6	2026	\$ 400,000	\$ 137,000	\$ 250,000			\$ 887,142	\$ 487,142
7	2027	\$ 917,000	\$ 137,000	\$ 250,000			\$ 874,142	\$ (42,858)
8	2028	\$ 409,000	\$ 137,000	\$ 250,000			\$ 344,142	\$ (64,858)
9	2029	\$ 395,000	\$ 137,000	\$ 250,000			\$ 322,142	\$ (72,858)
10	2030	\$ 750,000	\$ 137,000	\$ 250,000			\$ 314,142	\$ (435,858)

Projects planned that year

- 1/3 Highway Repair
- 1/3 Highway Repair
- N Cherokee
- East 1st
- West C and West D Streets
- West 5th St.
- Norris Ave. Overlay, F to O St.
- West 1st Street
- West J St. Extension
- Westridge North Detention, Country Club Drainage & East 6th Concrete
- ROW Purchase, Grading on New Northern Connection

EXHIBIT #7

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City of McCook

Projects Completed or Contracted in the Last Fiscal Year

Period Including:

Oct., 2019 to Sept., 2020

PRIORITY No.	PROJECT No.	Location	Description	Estimated Cost	Contract Cost
				(Thousands)	(Thousands)
1	M-399(9)	1/3 Highway Concrete Repair	Concrete Repair on State Highways	275	275
2					
3					
4					
5					
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		*Paving District Funded			
PREPARED BY: Greg Wolford, P.E.				TITLE: Street Supt.	DATE: August 24, 2020

EXHIBIT #8

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**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: 3.C.

RECOMMENDATION:

Receive and file request from the McCook Chamber of Commerce to continue the City's appropriation to the Chamber.

BACKGROUND:

Dawson Brunswick, President/CEO of the McCook Chamber of Commerce will present the request to the Council.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 2, 2020



Nathan A. Schneider, City Manager

September 2, 2020

Lea Ann Doak

From: Dawson Brunswick <dawson@mccookchamber.org> on behalf of Dawson Brunswick
Sent: Friday, August 28, 2020 4:33 PM
To: Lea Ann Doak
Cc: TREVOR TAYLOR; Lori Beeby; Steven Rasmusen; Nate Schneider (nschneider@cityofmccook.com)
Subject: McCook Chamber of Commerce Professional Services Agreement
Attachments: Professional Services Agreement-City of McCook.docx; Professional Services Agreement-City of McCook.pdf

Hi Lea Ann,

At our last meeting, the McCook Chamber of Commerce Board of Directors discussed possible ways of continuing our city appropriation. We came to the agreement that we would like to submit to the city a professional services agreement that has stated deliverables to make a worthy case for a continued financial partnership between the City of McCook and the McCook Chamber of Commerce.

I would ask that this be presented to the council and I look forward to making a case for the McCook Chamber at the next council meeting.

Thanks Lea Ann, and have a great weekend!

Thank you,

Dawson Brunswick | President/CEO
McCook Chamber of Commerce
402 Norris Avenue | Suite 320
PO Box 337
McCook, NE 69001
308.345.3200
dawson@mccookchamber.org

Analytical | Learner | Achiever | Context | Command

Professional Services Agreement

This **Professional Services Agreement** (“Agreement”) is made and entered into effective this **1st day of September, 2020**, by and between the **McCook Chamber of Commerce** (“Company”) and the **City of McCook** (“Client”).

WHEREAS, the Client desires to retain the Company to perform certain community, retail, and workforce related services as set forth in this Agreement; and

WHEREAS, the Company is in the business of providing such services;

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

1. Services.

1.1 General. The Client hereby retains the Company, upon the terms and conditions set forth herein, to provide the services set forth in this Agreement regarding the following:

**Community Promotion
Local Retail Enrichment**

**Workforce Development
Workforce Recruitment**

1.2 Types of Services. The Company and/or its affiliates shall provide the following services to the Client under this Agreement:

- 1 Develop, and review on a continuing basis, a community relocation packet used to recruit individuals for the Client.
- 2 Facilitate a community retail event for the Client in the month of July.
- 3 Facilitate a community cultural event for the Client in the month of September.
- 4 Facilitate a community retail event for the Client in the month of December.
- 5 Promote the Client on Company media channels
- 6 Support the Client in employment searches.
- 7 Personal availability for meetings as required.
- 8 Quarterly, provide Client an update on services provided.

1.3 Information. The Company shall make available to the Client upon its request documents and information reasonably requested relating to the services provided to the Client.

1.4 Additional Available Services. The Company may be able to make available to the Client, for an additional negotiated fee, additional services. The Client may consult with the Company if it needs additional services.

2. **Compensation.** The Client shall pay to the Company the following negotiated fees, which the parties agree are reasonable in relation to the services to be performed under this Agreement:

2.1 Fees. Company will perform its services on a fee basis. Client shall pay the Company an annual fee of **\$6,000**, payable monthly or quarterly. Client shall remit payment to the Company within thirty (30) days of receipt of each such invoice, if applicable.

3. **Term of Agreement.**

3.1 Duration. This Agreement shall remain in effect for one (1) year after the effective date and may be extended for subsequent periods by mutual written agreement of the parties.

3.2 Termination. The Company or the Client may terminate this Agreement without cause at any time upon thirty (30) days written notice. Either party may terminate this agreement without notice and for cause, which shall include a material breach of this agreement, including non-payment of fees, gross negligence, or illegal act by the other party. In the event of an early termination of this Agreement without cause, the Company's fee will be deemed earned on a pro-rata basis but shall be no less than 50% of annual fee stated in paragraph 2.1.

3.3 Legal Responsibility. Neither party shall have liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, virus, pandemic, etc. The Company shall not be liable for any special, consequential, or punitive damages or for any lost profit or other economic loss in connection with, or arising out of, services provided under this agreement.

4. **Sources of Compensation.** The Company may, related to the services provided under this Agreement, be compensated in a variety of ways from other clients, including the following:

4.1 Additional Event Sponsorships. The Company may receive additional event sponsorships from other clients for events included in the agreement.

COMPANY: McCook Chamber of Commerce

By: _____
Its: _____
Print Name: _____

CLIENT: City of McCook

By: _____
Its: _____
Print Name: _____

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: 3.D. Public Hearing - FY 2020/2021 Annual Budget

ITEM: Public Hearing - Set Final Tax Request at a different amount than the prior year

BACKGROUND:

Public Hearing - FY 2020/2021 Annual Budget

Each governing body, after the filing of the proposed budget statement, shall each year conduct a public hearing for the purpose of hearing support, opposition, criticism, suggestions, or observations of taxpayers relating to the proposed budget.

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

The property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization, unless the governing body passes by a majority vote a resolution or ordinance setting the tax request at a different amount. The resolution to set this amount will be considered after final approval of the budget and must be forwarded to the County Clerk by October 13. The levy generates a different amount as the assessed valuation changes from year to year. The County Assessor must certify assessed value on all taxable property by August 20. The levy amount is subject to change upon approval by the Council.

Please note that two separate hearings are required to be held.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 2, 2020



Nathan A. Schneider, City Manager

September 2, 2020

EXHIBIT #1

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City of McCook
IN
Red Willow County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 8th day of September 2020, at 5:30 o'clock P.M., at the City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2018-2019 Actual Disbursements & Transfers	\$ 20,906,259.00
2019-2020 Actual/Estimated Disbursements & Transfers	\$ 22,908,349.00
2020-2021 Proposed Budget of Disbursements & Transfers	\$ 34,513,234.00
2020-2021 Necessary Cash Reserve	\$ 1,136,163.00
2020-2021 Total Resources Available	\$ 35,649,397.00
Total 2020-2021 Personal & Real Property Tax Requirement	\$ 1,517,151.00
Unused Budget Authority Created For Next Year	\$ 1,023,752.10

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 1,517,151.00
Personal and Real Property Tax Required for Bonds	\$ -

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 8th day of September 2020, at 5:30 o'clock P.M., at the City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2019	2020	Change
Operating Budget	36,579,574.00	34,513,234.00	-6%
Property Tax Request	\$ 1,463,348.00	\$ 1,517,151.00	4%
Valuation	419,244,526	434,658,825	4%
Tax Rate	0.349044	0.349044	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.336666		

Publish: September 3, 2020

/s/ Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: Public Hearing - FY 2020/2021 Annual Budget

ITEM: 3.E. Public Hearing - Set Final Tax Request at a different amount than the prior year

BACKGROUND:

Public Hearing - FY 2020/2021 Annual Budget

Each governing body, after the filing of the proposed budget statement, shall each year conduct a public hearing for the purpose of hearing support, opposition, criticism, suggestions, or observations of taxpayers relating to the proposed budget.

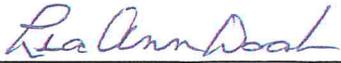
Public Hearing - Set Final Tax Request at a different amount than the prior year

The property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization, unless the governing body passes by a majority vote a resolution or ordinance setting the tax request at a different amount. The resolution to set this amount will be considered after final approval of the budget and must be forwarded to the County Clerk by October 13. The levy generates a different amount as the assessed valuation changes from year to year. The County Assessor must certify assessed value on all taxable property by August 20. The levy amount is subject to change upon approval by the Council.

Please note that two separate hearings are required to be held.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 2, 2020



Nathan A. Schneider, City Manager

September 2, 2020

EXHIBIT #1

PAGE(S) - 1

City of McCook
IN
Red Willow County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 8th day of September 2020, at 5:30 o'clock P.M., at the City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2018-2019 Actual Disbursements & Transfers	\$ 20,906,259.00
2019-2020 Actual/Estimated Disbursements & Transfers	\$ 22,908,349.00
2020-2021 Proposed Budget of Disbursements & Transfers	\$ 34,513,234.00
2020-2021 Necessary Cash Reserve	\$ 1,136,163.00
2020-2021 Total Resources Available	\$ 35,649,397.00
Total 2020-2021 Personal & Real Property Tax Requirement	\$ 1,517,151.00
Unused Budget Authority Created For Next Year	\$ 1,023,752.10

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 1,517,151.00
Personal and Real Property Tax Required for Bonds	\$ -

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 8th day of September 2020, at 5:30 o'clock P.M., at the City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2019	2020	Change
Operating Budget	36,579,574.00	34,513,234.00	-6%
Property Tax Request	\$ 1,463,348.00	\$ 1,517,151.00	4%
Valuation	419,244,526	434,658,825	4%
Tax Rate	0.349044	0.349044	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.336666		

Publish: September 3, 2020

/s/ Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: 3.F.

Approve Ordinance No. 2020-3010 providing for the adoption of the budget for FY 2020/2021 under suspension of the rule on its second reading.

BACKGROUND:

Ordinance No. 2020-3010 provides for the adoption of the budget for Fiscal Year 2020/2021 after discussion and consideration by the Council.

Utilizing the City's new valuation and maintaining the levy at \$0.349044, the property tax request will be set at \$1,517,151 – an increase of \$53,803 from last year. In FY2020/2021 the City will make the third and final payment of \$181,000 to the State for the Highway 6 & 34 and Highway 83 improvements. The preliminary budget had the payment set at \$275,000. The attached "Proposed Sales Tax Receipts" for FY20.21 Budget have been revised changing the street payment to \$181,000. Because of several large projects on the City's Street Improvement Plan, staff proposes moving the remaining \$94,000 to the funding of Street One Year Projects.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 2, 2020



Nathan A. Schneider, City Manager

September 2, 2020

ORDINANCE NO. 2020-3010

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, 2020, through September 30, 2021. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of McCook. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and the County Clerk of Red Willow County, Nebraska, for use by the levying authority.

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

PASSED AND APPROVED THIS _____ day of _____, 2020.

-s- Michael D. Gonzales
Mayor

ATTEST:

-s- Lea Ann Doak
City Clerk

CITY OF MCCOOK
 PROPOSED BUDGET WORKSHEET
 AS OF: SEPTEMBER 30TH, 2020

10 -GENERAL FUND

DEPARTMENTAL REVENUES	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	2019-2020 Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	PROPOSED BUDGET
<u>GENERAL REVENUE</u>								
=====								
<u>TAXES</u>								
10-000-41000 AD VALOREM TAX	1,203,929	1,293,952	1,363,849	1,463,348	1,011,441	1,360,000	1,517,151	
10-000-41010 GENERAL OCCUPATION TAXES	5,920	6,195	6,720	6,500	6,620	6,620	6,500	
10-000-41020 CABLE TV FRANCHISE TAX	38,082	40,529	31,202	37,500	41,797	41,500	40,000	
10-000-41030 HOMESTEAD ALLOCATION	56,366	59,221	62,704	0	62,329	61,700	0	
10-000-41060 TELEPHONE OCCUPATION TAX	16,453	19,682	16,078	15,000	17,087	15,500	15,000	
10-000-41065 MOBILE TELECOMM OCC TAX	0	0	0	0	0	0	0	
10-000-41070 HOTEL OCCUPATION TAX	0	19,727	127,780	120,000	96,513	100,000	120,000	
10-000-41090 PUBLIC POWER IN-LIEU OF TAXES	124,084	123,163	123,784	120,500	103,618	105,000	110,000	
10-000-41100 PRO-RATE MOTOR VEHICLE	4,273	4,595	4,882	4,000	4,790	4,790	4,000	
10-000-41110 NATURAL GAS FRANCHISE TAX	12,171	54,733	60,947	58,000	62,494	62,494	58,000	
10-000-41130 MOTOR VEHICLE (LOCAL)	171,299	175,218	174,877	165,000	162,531	165,000	165,000	
10-000-41140 MUNICIPAL EQUALIZATION FUND	352,636	383,608	347,792	400,000	343,609	400,000	445,000	
10-000-41160 SALES TAX	747,432	758,548	1,424,887	1,102,837	1,104,724	1,167,329	1,238,162	
10-000-41170 MOTOR VEHICLE SALES TAX	185,335	187,124	182,864	185,000	175,092	181,000	185,000	
TOTAL TAXES	2,917,979	3,126,297	3,928,365	3,677,685	3,192,645	3,670,933	3,903,813	
<u>LICENSES PERMITS & FEES</u>								
10-000-42000 BUILDING PERMITS	25,049	15,052	35,708	25,000	8,620	8,500	20,000	
10-000-42010 AMBULANCE FEES	281,583	302,563	318,221	300,000	258,081	290,000	300,000	
10-000-42040 ALARM FEES	6,645	6,429	6,270	6,000	5,720	6,000	6,000	
10-000-42060 MONUMENT PERMITS	1,050	1,650	1,560	1,000	390	500	1,000	
10-000-42100 OTHER PERMITS	2,722	2,130	2,445	2,000	2,525	2,500	2,000	
10-000-42120 FIREWORKS PERMITS	450	450	450	450	300	300	450	

-30-

Municipality Levy Limit Form
City of McCook in Red Willow County

Municipality Levy

Personal and Real Property Tax Request	(1)		1,517,151.00
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	0.00	
Interest Free Financing (Public Airports)	(5)	0.00	
	(6)	0.00	
Total Levy Exemptions	(7)		0.00
Tax Request Subject to Levy Limit	(8)		1,517,151.00
Valuation	(9)		434,658,825
Municipality Levy Subject to Levy Authority	(10)		0.349044
Levy Authority Allocated to Others-			
Airport Authority	(11)		0.000000
Community Redevelopment Authority	(12)		0.000000
Transit Authority	(13)		0.000000
Off Street Parking District Valuation	(14)		
Off Street Parking District Levy	(15)	0.000000	0.000000
Other	(16)		0.000000
Total Levy for Compliance Purposes			0.349044 (A)

Levy Authority

Municipality Levy Limit			0.450000
Municipality property taxes designated for interlocal agreements		165,170	0.038000
Total Municipality Levy Authority			0.488000 (B)

Note: (A) must be less than (B) to be in compliance with the Statutes

This Form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 45 cents plus 5 cents for interlocal agreements.

State Statute Section 86-416 allows for a special tax to fund Public Safety Communication projects, the tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included as Bonded Indebtedness on Line 7 above.

PROPOSED SALES TAX RECEIPTS

FY19.20 BUDGET

General Sales Tax \$1,102,837
General MV Sales Tax \$ 185,000

Capital Improvements

Street Payment \$ 275,000
Street One Year \$ 100,000
Street Maintenance \$ 150,000
Street Drainage \$ 100,000
Airport Impr Projeact \$ 67,325
Pool Improvements \$ 50,000

LB840 Sales Tax \$ 356,412
LB840 MV Sales Tax \$ 37,000

\$2,423,574

FY20.21 BUDGET

General Sales Tax \$1,102,837
General MV Sales Tax \$ 185,000
Add'l Sales Tax \$ 135,325 \$1,423,162

Capital Improvements

Street Payment \$ 181,000
Auditorium Roof \$ 72,000
Street One Year \$ 164,000
Street Maintenance \$ 150,000
Street Drainage \$ 40,000 \$ 607,000

LB840 Sales Tax \$ 356,412
LB840 MV Sales Tax \$ 37,000 \$ 393,412

\$2,423,574 \$2,423,574

FY 2020/2021 PROJECTED PROJECT BALANCES

	Projected Balance 10/1/2020	Proposed Receipts FY 20/21	
Monument/Promo Signs	\$ 29,539		
Park Improvements	\$ 19,950		
Ball Park Improvements	\$ 42,307		
Pool Improvements	\$ 130,000		
Street Improvements (Maintenance)	\$ -		
Drainage Improvements	\$ -		
Cemetery Improvements	\$ 51,395		
Senior Center Renovations	\$ 60,000		
Library Heating/Cooling Upgrades	\$ (23,790)		
Barnett Pond Renovations	\$ 30,000		
Uncommitted	\$ 79,987		
TOTAL CAPITAL IMPROVEMENT PRE 2018	\$ 419,388		
Street Improvements Annual	\$ 93,847	\$ 181,000	\$ 274,847
For One & Longer Street Plan		\$ 164,000	\$ 164,000
Street Improvements (Maintenance)	\$ 93,600	\$ 150,000	\$ 243,600
Drainage Improvements (Maintenance)	\$ 109,996	\$ 40,000	\$ 149,996
Airport Improvement Project	\$ -		\$ -
Pool Improvements	\$ 50,000		\$ 50,000
Auditorium Roof		\$ 72,000	\$ 72,000
Uncommitted	\$ 3,535		\$ 3,535
TOTAL CAPITAL IMPROVEMENT 2018 BALLOT	\$ 350,978	\$ 607,000	\$ 957,978
<i>Needed Projects:</i>			
<i>Barnett Shelter House Improvements</i>	\$ 100,000		
<i>Karrer Park Restrooms</i>	\$ 100,000		
<i>Cemetery Roads</i>	\$ 100,000		
<i>Barnett Park Roads</i>	\$ 285,000		
<i>Ballpark Parking Lot</i>	\$ 165,600		
<i>Elks Tennis Court Improvements</i>	<i>unknown</i>		
	\$ 750,600		

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: 3.G.

Approve Ordinance No. 2020-3011 providing for the adoption of the FY 2020/2021 Fiscal Year Employee Classification Pay Plan under suspension of the rule on its second reading.

BACKGROUND:

The attached ordinance provides for the adoption of the Employee Classification and Pay Plan for Fiscal Year 2020/2021.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 2, 2020



Nathan A. Schneider, City Manager

September 2, 2020

ORDINANCE NO. 2020-3011

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2020/2021 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 2020/2021 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, 2020.

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

-s- Michael D. Gonzales
Mayor

ATTEST:

-s- Lea Ann Doak
City Clerk

Publish:

**CITY OF MCCOOK
CLASSIFICATION AND PAY PLAN
FY 2020-2021**

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(S1)	Pool Basket Help	6.750 6.750	
(S2T)	Temporary Seasonal - work less than 90-Days Part-Time Laborer Maintenance Man Part-Time Clerical	9.000 - 10.500	
(3P)	Permanent Part-Time Part-Time Clerical Part-Time Transit Driver Senior Center Aide Part-Time Maintenance	9.000 - 13.000	
(S4)	Pool Seasonal/Seasonal II Pool Manager Seasonal II Assistant Pool Manager Pool Guard	10.200 - 13.000 9.000 - 10.500 8.500 - 10.000	
(5)	Clerk (No Review)		
(10)	Assistant Cook	12.060 - 16.322	25,085 - 33,950
(15)	Bus Driver (Public Transportation)	12.656 - 17.904	26,322 - 37,244
(20)	Head Cook	12.985 - 19.885	27,008 - 41,356
(25)	Full-Time Custodial/Maintenance	13.056 - 19.606	

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(30)	Disposal Plant Operator Trainee (WWTP)	13.556 - 19.186	28,196 - 39,906
(35)	Clerk II (Public Transit Dispatcher)	13.570 - 18.894	28,224 - 39,304
(40)	Circulation Librarian Catalogue/Media Librarian	13.734 - 19.352	28,564 - 40,252
(45)	Laborer I	14.216 - 19.404	29,569 - 40,359
(50)	Equipment Operator I	14.406 - 19.439	29,966 - 40,435
(55)	Public Safety Office Assistant Office Assistant	14.520 - 19.784	30,202 - 41,151
(58)	Public Safety Dispatcher (Union Contract)		
(60)	Laborer II	14.875 - 20.023	30,939 - 41,647
(65)	Disposal Plant Operator WWTP Operator I	15.090 - 20.289	31,388 - 42,205
(70)	Equipment Operator II	15.484 - 21.217	32,205 - 44,128
(75)	Refuse Collection Driver	15.623 - 21.615	32,496 - 44,957
(80)	Administrative Assistant	15.662 - 21.203	32,577 - 44,102
(90)	Utility Service Technician I	15.813 - 20.950	32,893 - 43,574
(95)	Assistant Mechanic	15.903 - 22.406	33,075 - 46,607
(100)	Juvenile Services Librarian	16.067 - 20.746	33,419 - 43,154
(105)	Disposal Plant Operator II	16.523 - 21.976	34,369 - 45,712

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(110)	Chief Dispatcher	16.586 - 22.143	34,500 - 46,054
(115)	Utility Service Technician II	17.486 - 23.573	36,370 - 49,034
(120)	Equipment Operator III Tractor-Trailer Operator	17.513 - 23.614	36,424 - 49,115
(125)	Cemetery Sexton	17.614 - 24.512	36,635 - 50,985
(130)	Maintenance/Groundskeeper II	17.755 - 23.334	36,929 - 48,536
(135)	Mechanic	17.956 - 24.334	37,349 - 50,616
(140)	Disposal Plant Operator III Water Plant Operator I	17.956 - 24.070	37,349 - 50,064
(145)	Deputy City Clerk Human Resource Officer	17.995 - 24.932	37,427 - 51,857
(150)	Patrol Officer (42 hour) (Union Contract)		
(155)	Detective (42 hour) (Union Contract)		
(160)	Water Plant Operator II	21.407 - 28.305	44,524 - 58,874
(165)	Police Sergeant (42 hour) Sergeant/Patrol Supervisor	22.432 - 30.028	48,988 - 65,584
(170)	Solid Waste Superintendent Public Works Supervisor Library Director Senior Services Director	22.913 - 31.337	47,664 - 65,183
(175)	Laborer Foreman	22.940 - 29.586	47,716 - 61,532

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(175)	Laborer Foreman	22.940 - 29.586	47,716 - 61,532
(180)	Building Inspector/Code Compliance Officer	23.500 - 31.475	48,877 - 65,470
(185)	Wastewater Superintendent Water Superintendent	23.687 - 32.009	49,271 - 66,575
(190)	Airport Maintenance Operator	24.272 - 27.607	50,484 - 57,423
(195)	Library Director (Masters Degree)	26.352 - 34.786	54,813 - 72,354
(200)	City Clerk (No Review)		
(205)	Utilities Director	29.091 - 39.857	60,508 - 82,905
(210)	City Clerk/Treasurer	29.219 - 42.280	60,771 - 87,941
(215)	Public Works Director	31.373 - 42.038	65,256 - 87,443
(220)	Fire Chief Chief of Police	32.147 - 43.537	66,866 - 90,553

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
10/1/2020 - 9/30/2021	\$ 15.908	\$ 16.571	\$ 17.044	\$ 17.645	\$ 18.277	\$ 18.899	\$ 19.564	\$ 20.245	\$ 20.952	\$ 21.681	\$ 22.441

The pay grid above is for firefighters/paramedics. Firefighters/paramedics/lieutenants will receive 15% more than the salaries shown on this grid. New employees hired as firefighters/EMT-1 will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT-B will receive 12.5% less than the salaries shown on this pay grid.

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
10/1/2020 - 9/30/2021	\$ 22.268	\$ 23.200	\$ 23.859	\$ 24.701	\$ 25.588	\$ 26.458	\$ 27.390	\$ 28.342	\$ 29.330	\$ 30.356	\$ 31.418

The pay grid above is for firefighters/paramedics. New employees hired as firefighters/EMT-1 will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT-B will receive 12.5% less than the salaries shown on this pay grid.

Police Officers/Detectives/Dispatchers - Union Contract
Not Updated - will include new steps approved in the Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
10/1/2019 - 9/30/2021								
Police Officers	\$ 18.162	\$ 18.979	\$ 19.833	\$ 20.725	\$ 21.658	\$ 22.633	\$ 23.627	\$ 24.691
Detectives	\$ 20.160	\$ 21.067	\$ 22.015	\$ 23.006	\$ 24.041	\$ 25.123	\$ 26.759	\$ 27.964
Dispatchers	\$ 13.872	\$ 14.496	\$ 15.148	\$ 15.830	\$ 16.542	\$ 17.286	\$ 18.088	\$ 18.902

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: 3.H.

Approve increase of Restricted Funds Limit by an additional 1% for Unused Restricted Funds Authority.

BACKGROUND:

State law states no governmental unit shall adopt a budget containing a total of budgeted restricted funds more than the last prior year's total of budgeted restricted funds plus allowable increases.

Restricted funds are defined as:

1. Property Tax (includes Real Estate and Personal Property)
2. Payments in Lieu of Property Tax
3. Local Option Sales Tax
4. Motor Vehicle Tax
5. State Aid (Pro-Rate Motor Vehicle, Homestead Exemption, Municipal Infrastructure Redevelopment Fund or MIRF, Highway Allocation and Incentive Payments, Motor Vehicle Fees, State Aid to Cities, Municipal Equalization Aid, and insurance premium tax)
6. Surplus Fees (Transfers of surpluses from any user fee, permit fee, or regulatory fee if the fee surplus is used to fund a service or function not directly related to the fee and the costs of the activity funded from the fee)
7. Prior Year Budgeted Capital Improvements Amount that was used as a lid exception, but was not spent or is not expected to be spent for capital improvements.

Allowable Increases:

- ✓ Base Limitation - All political subdivisions have the ability to increase their base of restricted funds by 2.5%.
- ✓ Allowable Growth - If a political subdivision had allowable growth due to improvements to real property as a result of new construction, additions to existing buildings, any improvements to real property which increase the value of such property and any increase in valuation due to annexation and any personal property valuation over the prior year above the 2.5%, we can use the amount over the 2.5% to increase the base of restricted funds.
- ✓ Special Election - A governmental unit may exceed the applicable allowable growth percentage by an amount approved by a majority of legal voters on the issue at a special election called for such purpose.
- ✓ Additional 1% - An additional 1% is allowed if at least 75% of the governing body votes to approve the increase. There is no special hearing or notice required to consider the additional 1% increase.
- ✓ A vote for the increase has no effect on the tax dollars, just allows for future growth in restricted funds. For example, if it would become necessary to increase our levy to the maximum of \$.45 to maintain services, we may not be able to do so if we did not have any Unused Restricted Funds Authority available.

CITY MANAGER'S REPORT
SEPTEMBER 3, 2019 CITY COUNCIL MEETING
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Attachment #1 is a copy of form LC-3 Supporting Schedule which shows the preliminary Calculation of Restricted Funds and the Total Unused Restricted Funds Authority (page 10),

Attachment #2 is a copy of the instructions for completing this schedule, which is a part of the budget document as prepared for the State Auditor's Office.

**FISCAL
IMPACT:** None.

APPROVALS:

Lea Ann Doak, City Clerk

September 2, 2020



Nathan A. Schneider, City Manager

September 2, 2020

ATTACHMENT

#1

City of McCook in Red Willow County

2020-2021 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$	1,517,151.00
Motor Vehicle Pro-Rate	(2)	\$	4,000.00
In-Lieu of Tax Payments	(3)	\$	110,000.00
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.			
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))		\$	742,325.00
LESS: Amount Spent During 2019-2020	(4)	\$	742,325.00
LESS: Amount Expected to be Spent in Future Budget Years	(5)	\$	-
Amount to be included as Restricted Funds (<i>Cannot Be A Negative Number</i>)	(6)	\$	-
Motor Vehicle Tax	(7)	\$	165,000.00
Local Option Sales Tax	(8)	\$	2,423,910.00
Transfers of Surplus Fees	(9)	\$	930,000.00
Highway Allocation and Incentives	(10)	\$	881,000.00
MIRF	(11)	\$	-
Motor Vehicle Fee	(12)	\$	70,000.00
Municipal Equalization Fund	(13)	\$	445,000.00
Insurance Premium Tax	(14)	\$	-
Nameplate Capacity Tax	(15)	\$	-
TOTAL RESTRICTED FUNDS (A)	(16)	\$	6,546,061.00

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)		\$	607,000.00
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)	(17)		
Agrees to Line (6).	(18)	\$	-
Allowable Capital Improvements	(19)	\$	607,000.00
Bonded Indebtedness	(20)		
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)		
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$	165,170.00
Public Safety Communication Project (Statute 86-416)	(23)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(24)		
Judgments	(25)		
Refund of Property Taxes to Taxpayers	(26)		
Repairs to Infrastructure Damaged by a Natural Disaster	(27)		
TOTAL LID EXCEPTIONS (B)	(28)	\$	772,170.00

**TOTAL RESTRICTED FUNDS
For Lid Computation
(To Line 9 of the Lid Computation Form)**

\$ **5,773,891.00**

To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28

Total Restricted Funds for Lid Computation cannot be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.

City of McCook
IN
Red Willow County

LID COMPUTATION FORM FOR FISCAL YEAR 2020-2021

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

2019-2020 Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form 6,567,771.11
Option 1 - (Line 1)

OPTION 2

Only use if a vote was taken at a townhall meeting to exceed Lid for one year

Line (1) of Prior Year Lid Computation Form Option 2 - (A)

Allowable Percent Increase Less Vote Taken (Prior Year Lid Computation Form Line (6) - Line (5)) %

Dollar Amount of Allowable Increase Excluding the vote taken Line (A) times Line (B) -

Calculated 2019-2020 Restricted Funds Authority (Base Amount) Line (A) Plus Line (C) -
Option 2 - (Line 1)

CURRENT YEAR ALLOWABLE INCREASES

- 1** BASE LIMITATION PERCENT INCREASE (2.5%) 2.50 %
(2)
- 2** ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5% - %
(3)
- $$\frac{4,509,304.00}{2020 \text{ Growth per Assessor}} \div \frac{419,244,526.00}{2019 \text{ Valuation}} = \frac{1.08}{\text{Multiply times 100 To get \%}}$$
- 3** ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE 1.00 %
(4)
- $$\frac{5}{\# \text{ of Board Members voting "Yes" for Increase}} \div \frac{5}{\text{Total \# of Members in Governing Body at Meeting}} = \frac{100.00}{\text{Must be at least 75\% (.75) of the Governing Body}}$$
- 4** SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE %
(5)

Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5) 3.50 %
(6)

Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6) 229,871.99
(7)

Total Restricted Funds Authority = Line (1) + Line (7) 6,797,643.10
(8)

Less: Restricted Funds from Lid Supporting Schedule 5,773,891.00
(9)

Total Unused Restricted Funds Authority = Line (8) - Line (9) 1,023,752.10
(10)

LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR YOU ARE IN VIOLATION OF THE LID LAW.

ATTACHMENT

#2

Budget Form Instructions

10. Page 2-A

- Levy Setting Purposes
 - Used to break down the property tax request between levying funds.
 - This page assists the County Clerk in setting levies for individual funds of the subdivision.
- Documentation of Transfers
 - Indicate what fund the monies were transferred from, what fund they were transferred to, amount of the transfer, and the reason for the transfer.

11. Correspondence Information

E-Mail Addresses – The Auditor of Public Accounts communicates with political subdivisions by e-mail whenever possible. Please provide an e-mail address whenever available.

Board Chairperson – Include name of the Board Chairperson of the governing board. NOTE: If Budget Document is to be used as an Audit Waiver, approval of the Audit Waiver will be sent to the Board Chairperson via e-mail. If no e-mail address is included for the Board Chairperson, notification will be mailed via the US Mail to the entity address.

Preparer – Include the name, phone number, and e-mail address of the individual who prepared the budget document.

Who To Contact with Questions – Please indicate whether questions regarding the Budget Document and/or Audit Waiver should be directed to the Board Chairperson, Preparer, or Other Contact.

Other Contact – If you would like to have someone other than the Board Chairperson or Preparer contacted with questions regarding the Budget Document and/or Audit Waiver complete the “Other Contact” area.

Changes in Contact Information – If there is a change in any of the Correspondence Information or you obtain a new e-mail address after submitting your budget form, please contact our office so we can maintain the most current information.

12. Lid Supporting Schedule

The budget limitations have been incorporated into State Statute Sections 13-518 through 13-522. The Lid Supporting Schedule is used to calculate restricted funds applicable to the lid limitation.

Restricted Funds

- As the limitation is on “budgeted” restricted funds, you need to compare the current budgeted amount to the prior year actual amount when budgeting these receipts on page 2.
- State Statute Section 13-518 defines restricted funds as:
 - Property Tax – Includes Real Estate and Personal Property
 - Payments In Lieu of Property Tax
 - Local Option Sales Tax
 - Motor Vehicle Tax
 - State Aid

Budget Form Instructions

- All governmental units - aid paid pursuant to section 60-3,202 (Pro-Rate Motor Vehicle) and 77-3523 (Homestead Exemption). *Note: Homestead Exemption should not be budgeted as a separate line item. It is included within Property Tax.*
 - Community Colleges - aid paid pursuant to section 90-517.
 - Educational Service Units - State aid appropriated under section 79-1241 (Aid for Core Services and Technology Infrastructure).
 - Local Public Health Departments - aid as distributed under section 71-1628.08 (County Public Health Aid).
 - Municipalities – aid paid pursuant to sections 18-2605 (MIRF), 39-2501 through 39-2520 (Highway Allocation and Incentive Payments), 60-3,190 (Motor Vehicle Fee), 77-27,139.04 (Municipal Equalization Aid), and insurance premium tax.
 - Surplus Fees
 - The transfer of a user fee, permit fee or regulatory fee which is used to fund a service or function not directly related to the earning of that fee. *Surplus Fees can be used for other functions without being transferred to another fund.*
 - Prior Year Budgeted Capital Improvements that was used as a lid exception on the LC-3 Supporting Schedule, but was not spent or is not expected to be spent for capital improvements.
- All amounts should agree to the amounts budgeted to receive on page 2.

Lid Exceptions

If budgeted to be paid for with restricted funds the following items are lid exceptions:

Capital Improvements – Must include listing of projects. Defined as follows:

- i. Acquisition of real property.
- ii. Improvements on real property.

Retirement of Bonded Debt

Retirement of bank loans and other financial instruments entered into before July 1, 1999, for *Fire Districts* only.

Retirement of interest-free loans from the Department of Aeronautics for *public airports* only.

Interlocal Agreement(s)/Joint Public Agency Agreement(s).

Repairs to infrastructure damaged by a natural disaster. The disaster must have been declared a disaster pursuant to the Emergency Management Act.

Judgments. Except judgments or orders from the Commission of Industrial Relations, and only to the extent that such judgment is not covered by liability insurance.

Property Tax Refunds

Public Safety Communication Project. State Statute Section 86-416 allows a *fire district* or municipality to have a special tax for a Public Safety Communication Project. The special tax has the same status as Bonded Indebtedness. Board minutes **must** be attached.

Budget Form Instructions

Ground Water Management. A *NRD* can exclude the dollar amount by which restricted funds budgeted to administer and implement ground water management activities and integrated management activities under the Nebraska Ground Water Management Act exceed its restricted funds budgeted to administer and implement ground water management activities and integrated management activities for fiscal year 2003-2004.

Public Facilities Construction Projects. State Statute Sections 72-2301 through 72-2308 allows bonds to be issued to finance Public Facilities Construction Projects. Resolution must be attached. Review the statutes to determine if applicable for your type of political subdivision.

When determining lid exceptions there are many factors that can only be determined by using your own judgment. For example, it may not be clear if an item is budgeted to be paid for with restricted funds or non-restricted funds. This should be discussed with the governing board if you are unsure. **Be sure not to claim lid exceptions that exceed the total amount of restricted funds.**

Total Restricted Funds for Lid Computation is calculated by taking the Total Restricted Funds (A) minus the Total Lid Exceptions (B)

13. **Lid Computation Form (ESU's & Community Colleges see form)**

The law says no governmental unit shall adopt a budget containing a total of budgeted restricted funds more than the last prior year's total of budgeted restricted funds plus allowable increases.

The current year Restricted Funds authority is calculated by carrying forward the prior year authority and applying applicable increases as follows:

- **Option 1 – This option will be used by most political subdivisions. Your subdivision did not hold a townhall meeting last year to exceed the lid.**

Line (1) – Restricted Funds Authority (Base Amount) is equal to the Total Restricted Funds Authority from last year's LC-3 Lid Computation Form

- **Option 2 – This option will only be used if a vote was taken last year at a townhall meeting to exceed the lid on restricted funds for one year.**

Line (A) – Line (1) of last year's LC-3 Lid Computation Form.

Line (B) – Total Allowable Percent Increase from prior year's LC-3 Lid Computation Form less the Townhall Meeting approved increase from prior year's LC-3 Lid Computation Form.

Line (C) – Dollar amount of allowable increases excluding the vote taken equals Line (A) multiplied by Line (B).

Line (1) – Calculated Restricted Funds Authority (Base Amount) is equal to Line (A) plus Line

- **Allowable Increases**

Base Limitation - All political subdivisions have the ability to increase their base of restricted funds by 2.5%.

Budget Form Instructions

Allowable Growth – Growth per the Assessor (noted on current year Certification of Valuation) divided by the prior year’s Total Valuation less 2.5%.

Additional 1% - An additional 1% increase is allowed if at least 75% of the governing body votes to approve the increase. **If a 1% increase is approved, a copy of the resolution or board minutes documenting that at least 75% of the governing body approved the increase must be attached to the lid computation form.**

Special Election - A governmental unit may exceed the applicable allowable growth percentage by an amount approved by a majority of legal voters on the issue at a special election. **If a special election is held, a ballot sample and election results must be attached to the lid computation form.**

Townhall Meeting - In lieu of the election procedures, any governmental unit may exceed the allowable growth percentage by an amount approved by a majority of legal voters at a meeting of the residents,

- Notice of the meeting must be published at least 20 days prior to the meeting.
 - At least 10% of the registered voters shall constitute a quorum for purposes of taking action.
 - If a majority of the registered voters at the meeting vote in favor of exceeding the lid, a copy of the record of that action shall be forwarded to the Auditor of Public Accounts along with the budget document.
 - LB 289 (2007) requires “A record shall be made of the registered voters residing in the political subdivision or village who are present at the meeting. The method of voting at the meeting shall protect the secrecy of the ballot.”
- **Unused Restricted Funds Authority**
The total unused restricted funds authority is calculated on the lid computation form.
 - Must be greater than or equal to zero.
 - Must be included in the Notice of Budget Hearing.

14. **Consequences of Noncompliance with Budget Limits**

State Statute Section 13-522 states if the Auditor of Public Accounts determines from the budget documents that a governmental unit is not complying with the budget limits, the following shall occur:

- The Auditor shall notify the governing body of this determination and notify the State Treasurer of the noncompliance.
- The State Treasurer shall then suspend distribution of State aid allocated to the governmental unit until the budget has been corrected.
 - The funds will be held for six months until the governmental unit complies.
 - If the governmental unit complies within the six month period it shall receive the suspended funds.
 - After six months, the suspended funds shall be forfeited and shall be redistributed to other recipients of the State aid.

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: 4A.

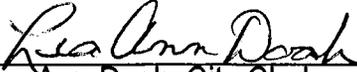
Approve the minutes of the August 17, 2020 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 3, 2020

McCook City Council
August 17, 2020
5:30 PM Central

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

Present: Mayor Gonzales, Councilmembers Hepp, Calvin, Weedon, Muehlenkamp.

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Police Chief Brown, Library Director Crocker, Utilities Director Dutcher, Fire Chief Harpham, Public Works Director Potthoff, and Senior Services Director Siegfried.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on August 13, 2020, 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 Gonzales announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Gonzales called the meeting to order.

1. Citizen's Comments.

No one was present for Citizen's Comments.

2. Announcements & Recognitions.

City Manager Schneider informed the Council that an open house will be held for Police Chief Brown on August 28, 2020 from 3:00 P.M. to 5:00 P.M., in the Fire Department Training Room, upon his retirement after 33 years of service with the City.

3. Public Hearings.

- 3.A. Public Hearing - Application regarding the Final Plat (for a minor subdivision) for Koch Subdivision, said tract generally described as a tract of land being part of the Southeast Quarter of Section 24, Township 3 North, Range 30 West of the 6th P.M., in Red Willow County, Nebraska.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the application regarding the Final Plat (for a minor subdivision) for Koch Subdivision, said tract generally described as a tract of land being part of the Southeast Quarter of Section 24, Township 3 North, Range 30 West of the 6th P.M., in Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Hepp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the August 17, 2020 City Council meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (5 pages); Exhibit #5 - Koch Subdivision Preliminary Plat (1 page); Exhibit #6 - Koch Subdivision Final Plat (1 page); Exhibit #7 - Future Land Use Map (1 page); Exhibit #8 - minutes of the August 10, 2020 Planning Commission meeting; and Exhibit #9 - proposed Subdivision Agreement (3 pages).

City Manager Schneider reviewed the following information contained in Exhibit #1: "In 2010, a new lot was created in the AG District by the Bishop Family Trust. Eugene and Joan Koch purchased the lot and they currently remain the record owners. The lot is legally described as Part of the SE 1/4 Section 24, T3N, R30W, of the Sixth P.M., Red Willow County, Nebraska. The lot was created for commercial purposes. An application has been submitted by Eugene and Joan Koch, by and through their project sponsor, Miller & Associates Consulting Engineer, P.C., requesting that their lot be subdivided, creating two distinct lots. Due to the fact the lot has been subdivided once before, the request is in the form of a minor subdivision. Per the application, the northern most lot would become Lot 1 of the Koch Subdivision, and would consist of 5.51 net acres. The southern most lot would become Lot 2 of the Koch Subdivision, and would consist of 7.13 net acres. Currently, there is a business located on proposed Lot 1. Proposed Lot 2 remains unimproved. Proposed Lot 2 would be a flag lot, assuring ingress and egress off of Drive 716 and providing for the means of assigning an address. The Koch family would like to build a residence on proposed Lot 2 if the subdivision request is approved by the City Council."

"As mentioned above, the land is currently zoned for agricultural use. On review of McCook's future land use map, it appears that both proposed lots are zoned for future industrial and/or commercial use. The land to the west and south is zoned for residential use. Based on prior zoning requests, it appears that land owners in this area intend to develop their properties for residential purposes. This type of development is consistent with McCook's Comprehensive Plan. The Koch's request follows suit with the trend the City has observed over the past few years with respect to the development of residential lots in this area."

"As a result of our annexation discussions over the past few years (and particularly noting the discussion held by the City Council in July of 2020), the City Council has required that subdivision agreements be executed when new subdivisions are approved in areas located within McCook's two-mile extraterritorial district. The planning commission can recommend a subdivision agreement be executed as a condition precedent to the creation of the Koch Subdivision which would require

the property owners to submit to a future annexation without protest.”

Applicants Eugene and Joan Koch and Scott Clifford of Miller & Associates, were present to answer questions from the Council.

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

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

3.B. Adopt Resolution No. 2020-17 providing for the approval of the Final Plat (for a minor subdivision) for Koch Subdivision, said tract generally described as a tract of land being part of the Southeast Quarter of Section 24, Township 3 North, Range 30 West of the 6th P.M., in Red Willow County, Nebraska.

Motion to adopt Resolution No. 2020-17 providing for the approval of the Final Plat for Koch Subdivision, said tract generally described as a tract of land being part of the Southeast Quarter of Section 24, Township 3 North, Range 30 West of the 6th P.M., in Red Willow County, Nebraska. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

3.C. Approve a subdivision agreement between the City of McCook and Eugene and Joan Koch as a condition to the creation of the Koch Subdivision.

Motion to approve a subdivision agreement between the City of McCook and Eugene and Joan Koch as a condition to the creation of the Koch Subdivision. This motion, made by Calvin and seconded by Hepp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

4. Consent Agenda.

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

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

4.A. Approve the minutes of the August 3, 2020 regular City Council meeting.

4.B. Receive and file the claims for the month of July 2020 as published August 7, 2020.

4.C. Approve amendments to the "Articles of Incorporation" and "Bylaws" of the League of Nebraska Municipalities by voting "for" Proposed Actions 1, 2, and 3 on the "Regular Member Ballot"; authorize the Mayor to sign said ballot; and return to the League by no later

than 5:00 P.M., October 1, 2020.

- 4.D. Receive and file the minutes of the August 10, 2020 Planning Commission meeting.
- 4.E. Ratify the Mayor's appointments to the City/County Airport Zoning Board - reappoint Steve Keene and Bruce McDowell - terms expire September 2023.

5. Regular Agenda.

- 5.A. Approve under suspension of the rules, on its second reading, Ordinance No. 2020-3008 creating Chapter 119: Sidewalk Cafes, amending the City of McCook Code of Ordinances.

Mayor Gonzales asked the Clerk to read Ordinance No. 2020-3008 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE CITY OF MCCOOK CODE OF ORDINANCES, TITLE XI: BUSINESS REGULATIONS; ADDING CHAPTER 119: SIDEWALK CAFÉS; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

Ordinance No. 2020-3008 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. This motion, made by Calvin and seconded by Hepp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

Motion for final passage of Ordinance No. 2020-3008. This motion, made by Gonzales and seconded by Calvin, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

Mayor Gonzales stated for the record that Ordinance No. 2020-3008 is declared lawfully passed and adopted upon publication as required by law.

- 5.B. Ordinance No. 2020-3010 providing for the adoption of the budget for FY 2020/2021.

Mayor Gonzales asked the Clerk to read Ordinance No. 2020-3010 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. 2020-3010 has been introduced, read by title, and I move to approve upon its first reading. This motion, made by Calvin and seconded by Hepp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

City Manager Schneider presented the proposed budget to the Council. After earlier concerns due to COVID19, sales tax revenue is trending closer to where anticipated, estimates in the proposed budget assume them to remain flat; proposed sales tax allocations included amounts for street improvements and maintenance, drainage maintenance, and replacement of the auditorium roof; \$26,654 has been included for merit raises for the employees that are eligible; the City did receive two safety dividend checks totaling about \$78,000, these funds could be designated for projects, such as replacement of the front steps of the auditorium which are deteriorating and sinking away from the building at the entrances causing safety concerns; a \$75,000 transfer to the General Fund Reserve is included to continue to fulfill the auditor's recommendation to keep the reserve at three months of the city operating expenses; when factoring in the insurance brokers estimate of 10%, the annual health insurance transfer per employee was increased from \$20,450 to \$23,000; and Community Betterment Funds (Keno) and the hotel occupation tax are estimated to be down and highway allocations are down \$110,000.

Police Chief Brown, Fire Chief Harpham, Library Director Crocker, Senior Services Director Siegfried, Public Works Director Potthoff, and Utilities Director Dutcher reviewed highlights of their proposed budgets.

5.C. Ordinance No. 2020-3011 providing for the adoption of the FY 2020/2021 Fiscal Year Employee Classification Pay Plan.

Mayor Gonzales asked the Clerk to read Ordinance No. 2020-3011 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2020/2021 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. 2020-3011 has been introduced, read by title, and I move to approve upon its first reading. This motion, made by Calvin and seconded by Gonzales, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

5.D. Council Comments.

Councilmember Calvin noted that the Governor signed the bill regarding Land Bank consortiums for communities and Mayor Gonzales thanked staff for all that they do for putting the budget together.

5.E. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to collective bargaining - the 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 - the Fraternal Order of Police Lodge 57 at 7:45 P.M. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

Mayor Gonzales 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 - the 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, City Clerk Doak, and Police Chief Brown.

Motion to come out of executive session at 7:55 P.M. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

5.F. An Executive Session may be held upon a majority vote of the Council for the annual evaluation of the job performance of City Manager Nathan A. Schneider.

Motion to go into executive session for the annual evaluation of the job performance of City Manager Nathan A. Schneider at 7:55 P.M. This motion, made by Calvin and seconded by Gonzales, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

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

City Manger Schneider was included in the closed session.

Motion to come out of executive session at 8:43 P.M. This motion, made by Gonzales and seconded by Calvin, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 8:43 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: 4B.

Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a wedding reception to be held at the Red Willow County 4-H Building, 1412 West 5th Street, on October 3, 2020 from 12:00 P.M. to 1:00 A.M; and shall be subject to comply with any Directed Health Measures in effect at the time of the event.

BACKGROUND:

JBN will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 2, 2020



Nathan A. Schneider, City Manager

September 2, 2020

**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

JBN INC DBA HI TIMES LIQUOR MART 1

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

502 EAST B STREET, MCCOOK, NE. 69001

Retail Liquor License Address or Non-Profit Business Address

DK 100025

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 10-3-20 _____

Event Start Time(s): 12:00PM _____

Event End Time(s): 1:00AM _____

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: RED WILLOW COUNTY 44 BUILDING

Event Street Address/City: 1412 WEST 5 TH STREET

Indoor area to be licensed in length & width: 115 x 50

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: WEDDING RECEPTION Estimate # of attendees: 300

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: LINDA SCHIFLEBEIN Event Contact Phone Number: 308-344-9170

Event Contact Email: johnnothnagel@yahoo.com

*Signature Authorized Representative: [Signature] Printed Name John Nothnagel

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of MCCOOK OR County of RED WILLOW approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

OUTDOOR AREA DIAGRAM

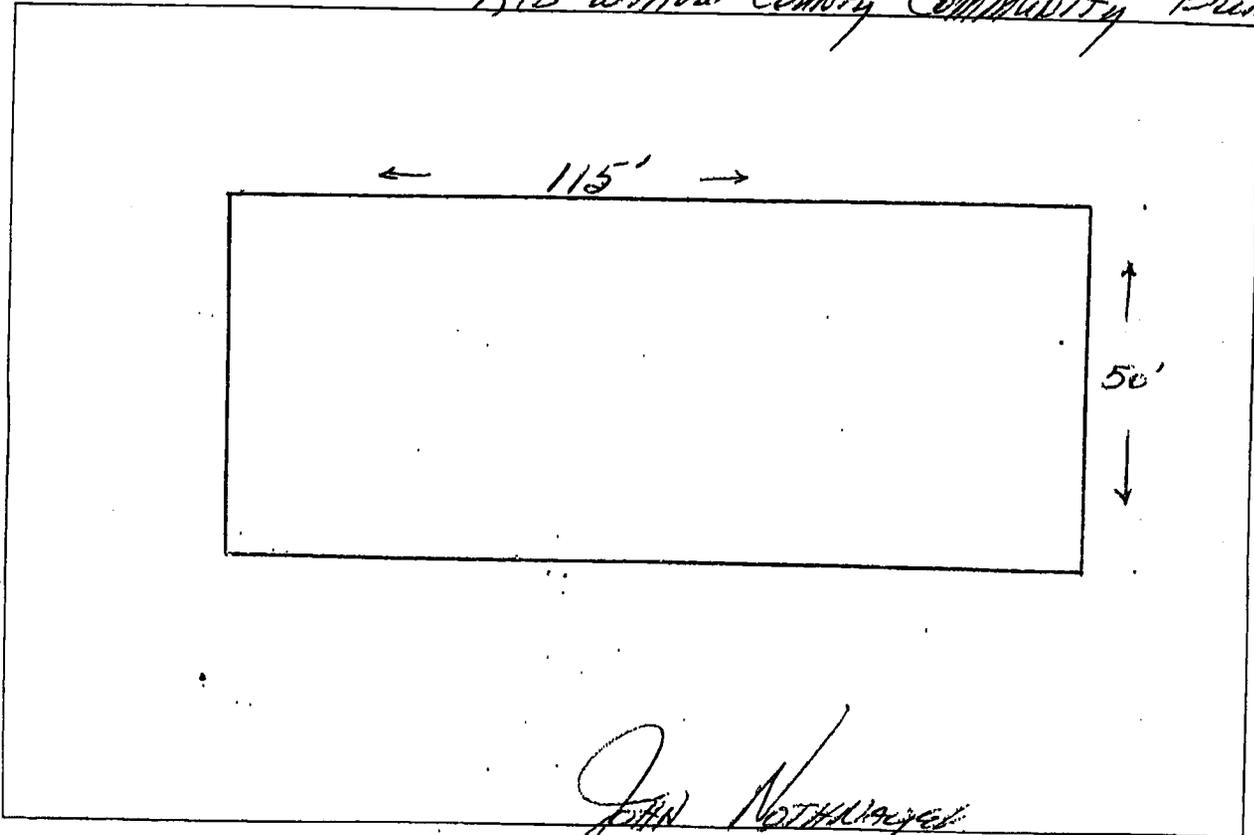
WE WILL HAVE CERTIFIED ALCOHOL
SERVERS AT EVENT ALONG WITH

HOW AREA WILL BE PATROLLED SOME ONE WATCH DOORS.

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:

Red Willow County Community Building



John Nottharjes

JBN INC DBA Hi Times Liquor Mart



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE, OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MNB Insurance Services 217 West 1st, PO Box 30 McCook NE 69001-0030		CONTACT NAME: Denise Broomfield PHONE (A/C, No., Ext): (308) 345-8055 E-MAIL ADDRESS: DBroomfield@mnb.bank FAX (A/C, No): (308) 345-2663	
INSURED JBN/Hi-Times Liquor Mart 801 East B St. McCook NE 69001		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2061004998 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC. OTHER:			CL3289559	06/20/2020	06/20/2021	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP/AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes: describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Red Willow County Community Building 1412 West 5th McCook NE 69001	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Denise Broomfield</i>
---	--

Lea Ann Doak

From: Penelope Cooper <elect@redwillow.nacone.org> on behalf of Penelope Cooper
Sent: Monday, August 24, 2020 9:22 AM
To: Lea Ann Doak (McCook)
Subject: liquor license
Attachments: Hi Times Liquor mart.pdf

Penelope Cooper
Deputy County Clerk
elect@redwillow.nacone.org
308-345-1552

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: 4C.

RECOMMENDATION:

Approve Resolution No. 2020-19 authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance Form 2020 to the Nebraska Board of Public Roads Classifications and Standards.

BACKGROUND:

The City of McCook is required to certify annually that we are in program compliance to the Board of Public Roads Classifications and Standards. These requirements are as follows:

- we have developed, adopted and included in its public records the plans, programs, and standards which are required;
- we meet the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- we expend all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- we use a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- we use a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- we use an accounting system including an inventory of machinery, equipment, and supplies;
- we use an accounting system that tracks equipment operation costs;
- we have included in our public records the information required under subsection(2) of section 39-2520;
- we will attach to the certification, a copy of the resolution of the governing body authorizing the signing of this certification by the Mayor.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

September 29, 2019



Nate Schneider, City Manager

September 29, 2019

RESOLUTION NO. 2020-19

SIGNING OF THE

**MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM
2020**

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form.

Be it resolved that the Mayor of the City of McCook is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Adopted this 8th day of September, 2020 at McCook, Nebraska.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

August 14, 2020

Notice to file the Annual Certification of Program Compliance and Signing Resolution with the Board of Public Roads Classifications and Standards by October 31, 2020.

The enclosed **MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE** form and **RESOLUTION** authorizing the signing of the certification by the Mayor or Village Board Chairperson, replaces the annual filing of the One- and Six-Year Plan or Program and the former Standardized System of Annual Reporting (SSAR) with the **Nebraska Board of Public Roads Classifications and Standards (NBCS)**. Reference LB82, 2019.

To avoid the suspension of Highway-user Revenue to your municipality, following adoption of the One- and Six-Year Plan or Program and Annual Budget, please complete the enclosed **MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE** form and **RESOLUTION** and return them to the NBCS by October 31, 2020. Reference Neb. Rev. Stat. §§39-2120 and 39-2121(1).

Penalties for failure to comply can be found in the following State Statutes:

- Failure to comply with the provisions of Neb. Rev. Stat. §39-2115.
- Failure to comply with the provisions of Neb. Rev. Stat. §39-2119.
- Failure to file the Municipal Annual Certification of Program Compliance form with the NBCS, Neb. Rev. Stat. §39-2121(2).
- Filing of a materially false Municipal Annual Certification of Program Compliance form, Neb. Rev. Stat. §39-2121(3).
- Construction below minimum standards without the prior approval of the NBCS, Neb. Rev. Stat. §39-2121(3).

Note: While the signature of the City Street Superintendent is optional on the certification, the NBCS strongly recommends that the superintendent sign this certification if said municipality has a superintendent.

Please let me know if you have any questions. Email: lemoyne.schulz@nebraska.gov
Phone: (402) 479-4436

Sincerely,



LeMoyne D. Schulz
Secretary for the Board

LDS/

xc: File

Enclosures

Roger A. Figard
Lincoln

LeRoy G. Gerrard
Stromsburg

Barbara J. Keegan
Alliance

John F. Krager, III
Omaha

Lisa Kramer
Kennard

James A. Litchfield
Wakefield

Mick Syslo
Lincoln

Darold E. Tagge
Holdrege

Steven R. Rames
Norfolk

Timothy W. Weander
Omaha

Edward R. Wootton, Sr.
Bellevue

LeMoyne D. Schulz
Secretary – ex officio

Kyle Schneeweis, P.E., Director

Department of Transportation

Board of Public Roads Classifications and Standards

1500 Highway 2

PO Box 94759

Lincoln, NE 68509-4759

dot.nebraska.gov

OFFICE 402-479-4436

ndot.blshelp@nebraska.gov

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2020

Resolution No. 2020-19

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form.

Be it resolved that the Mayor [X] Village Board Chairperson [] of the City of McCook is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Adopted this 8th day of September, 2020 at McCook Nebraska.

City Council/Village Board Members

Michael D. Gonzales, Mayor
Janet Hepp, Council Vice President
Jerry Calvin
Gene Weedin
Jared Muehlenkamp

City Council/Village Board Member
Moved the adoption of said resolution
Member Seconded the Motion
Roll Call: Yes No Abstained Absent
Resolution adopted, signed and billed as adopted.

Attest:

Lea Ann Doak, City Clerk

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2020**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City Village of McCook
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has attached to this certification, a copy of the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**



Michael D. Gonzales 9/8/2020
Signature of Mayor Village Board Chairperson (Required) *(Date)*

Greg A. Wolford 9/8/2020
Signature of City Street Superintendent (Optional) *(Date)*

**Return the completed original certification and resolution by
October 31, 2020 to:**

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: 4D.

RECOMMENDATION:

APPROVE THE APPOINTMENT OF CITY MANAGER NATE SCHNEIDER, PUBLIC WORKS DIRECTOR KYLE POTTHOFF, AIRPORT MAINTENANCE OPERATOR KEN VONTZ AND AIRPORT ADVISORY COMMISSION MEMBER GRIFF MALLECK TO THE SELECTION BOARD FOR ENGINEERING SERVICES FOR THE AIRPORT MASTER PLAN AT MCCOOK BEN NELSON REGIONAL AIRPORT.

BACKGROUND:

The Nebraska Department of Transportation - Aeronautics Division has given the City of McCook the go ahead to begin the selection process for engineering services for the proposed Airport Master Plan project at McCook Ben Nelson Regional Airport. Since this contract is expected to exceed \$100,000.00, we will be using the formal solicitation method. This requires the appointment of a selection board made up of at least 3 members who have knowledge of the project and the types of services that are required. Staff is recommending that City Manager Nate Schneider, Public Works Director Kyle Potthoff, Airport Maintenance Operator Ken Vontz and Airport Advisory Commission member Griff Malleck be appointed to this committee.

This project, which is estimated to cost as much as \$400,000, is not currently included in the 2020 - 2021 fiscal year budget. Under the current program the City of McCook would be required to pay 10% or up to \$40,000.00 of the project. Due to the uncertainty of this years budget, City Staff visited with NDOT about postponing this project for a couple of years. They recommended that we move forward with the consultant selection as there had been talks about some additional funding from the federal government that could pay 100% of the project. By having the consultant selection process completed, this project would be ready to go if such federal funds materialized. If additional funds do not become available, this project will need to be pushed out to sometime in the future.

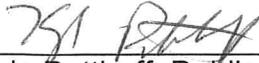
Since this project requires specialized services, this consultant selection will only be for the Airport Master Plan project.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

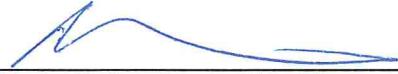
APPROVE THE APPOINTMENT OF CITY MANAGER NATE SCHNEIDER, PUBLIC WORKS DIRECTOR KYLE POTTHOFF, AIRPORT MAINTENANCE OPERATOR KEN VONTZ AND AIRPORT ADVISORY COMMISSION MEMBER GRIFF MALLECK TO THE SELECTION BOARD FOR ENGINEERING SERVICES FOR THE AIRPORT MASTER PLAN AT MCCOOK BEN NELSON REGIONAL AIRPORT.

APPROVALS:



Kyle Potthoff, Public Works Director

September 1, 2020



Nate Schneider, City Manager

September 1, 2020

**CITY MANAGER'S REPORT
SEPTEMBER 20, 2020 CITY COUNCIL MEETING**

ITEM: 4E.

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Economic Development Plan Citizen's Advisory Review committee - appoint Bob Elder to replace Gary Wiemers - term expires July 2023;
- Board of Health - appoint Joel Smith - term expires June 2021;
- Parks Advisory Board - reappoint Mark Friehe - term expires May 2023;
- Tree Advisory Board - appoint Ashley Sydow to replace Mary Pate - term expires April 2025

BACKGROUND:

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

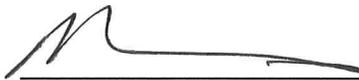
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 3, 2020



Nathan A. Schneider, City Manager

September 3, 2020

**ECONOMIC DEVELOPMENT PLAN
CITIZEN'S ADVISORY REVIEW COMMITTEE**

SEAN WOLFE
424 Seminole Drive
swolfe@chmccook.org 344-8306 (W)
Appointed - October 2018 (Replaced Troy Bruntz)
Term Expires - July 2021

SARAH RENNER
#13 Mashie 345-7040 (W)
srenner@krd-fcu.org
Appointed - September 2018 (Replaced Jerda Garey-Vickers) 340-0827 (C)
Term Expires - July 2021

LEON KUHLLEN
712 West "L" Street
kuhlen@mccooknet.com
Appointed - April 2008 (original 2-year term) 345-3981(H)
Reappointed - July 2020
Term Expires - July 2022

DANIELLE JOHNSON 345-4240 (w)
605 West H Street 340-3616
danielle@mnb1.com
Appointed - July 2015 replaced Dennis Berry (original 2-year term)
Reappointed - July 2020
Term Expires - July 2022

JORDAN JOHNSON
#15 Spyglass
jordan@htainsure.net
Appointed - September 2017 replaced Linda Taylor (original 3-yr term)
Reappointed - July 2020
Term Expires - July 2023

BOB ELDER
804 West "M" Street

340-4557 (C)
Appointed - September 2020 (Replaced Gary Wiemers)
Term Expires - July 2023

JEANETTE PETERS
406 West "R" Street
jeanettepeters@hotmail.com 340-8560 (C)
Appointed - September 2018 (Replaced Bill Burton)
Term Expires - July 2020

BOARD OF HEALTH

NATE SCHNEIDER
City Manager
PO Box 1059
Term Expires - June 2021

345-2022 (O)

JOEL SMITH
Chief of Police
PO Box 1059
Term Expires - June 2021

345-3450 (O)

MIKE GONZALES
Mayor
810 Norris Avenue
Term Expires - June 2021

340-4175 (C)

DR. JASON BLOMSTEDT
603 East "M" Street
Term Expires - June 2021

344-4110 (O)
345-8893 (H)

MARY BETH EISENMENGER
1613 Centennial Drive
Term Expires - June 2021

340-9115 (C)
345-6303 (O)

*Denotes Chairperson
1 yr. term

PARKS ADVISORY BOARD

CAITLIN WHITEHEAD (720)448-0797 (C)
712 Norris Avenue
Appointed - August 2019 Replaced Elizabeth Yilk
Term Expires - May 2021
caitlin.whitehead1@gmail.com

HARRY SUGHROUE (Vice-Chair) 737-7385 (C)
910 West 4th Street
Appointed - October 2005 Replaced Richard Stull
Reappointed - September 2018
Term Expires - May 2021
harry.sughroue@gmail.com

JEREMY LABRIE 402-209-04515
519 Norris Avenue
Appointed - September 2020 Replaced Bill Larington
Term Expires - May 2022
jeremy.labrie@yahoo.com

MARK FRIEHE 340-5710 (C)
Frenchman Valley Coop 345-1826 (H)
PO Box 760 345-4060 (O)
Appointed - June 1996
Reappointed - April 2020
Term Expires - May 2023
mfriehe@fvcoop.com

TOM LENTZ 345-1808 (H)
805 West "R" Street 737-6391 (C)Wife
Appointed - October 2008
Reappointed - April 2017
Term Expires - May 2020
tlentz@mccookbison.org

*Denotes Chairperson
3 yr. terms

TREE ADVISORY BOARD

CONNIE JO DISCOE
811 West 3rd Street
Appointed - September 2017 (replaced Dave McCarty)
Term Expires - April 2023
c.discoe0965@gmail.com

350-0965

DAN DUELAND*
903 West 12th Street
Reappointed - September 2018
Term Expires - April 2023
ddturf@yahoo.com

345-1378 (H)
340-3497 (Cell)

CLOYD CLARK
1112 East 1st
Appointed - June 2008
Reappointed - September 2018
Term Expires - April 2023
cloyd@swnebr.net

345-2452 (H)

LEIGH FARRELL
1112 Country Club
Appointed - July 2005
Reappointed - July 2020
Term Expires - April 2025
leigh@farrellrx.com

345-2120 (H)
345-1781 (W)

ASHLEY SYDOW
309 East "K" Street
Appointed - September 2020 (Replaced Mary Pate)
Term Expires - April 2025
sydow2008@gmail.com

308-293-1145

*Denotes Chairperson
5 yr. terms

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: 4F.

RECOMMENDATION:

APPROVE THE REQUEST FROM RONDA GRAFF TO UTILIZE CITY STREETS AND WALKING TRAILS FOR THE 2020 REPUBLICAN RIVER FITNESS SERIES ON THE FOLLOWING DATES SEPTEMBER 26TH, NOVEMBER 21ST AND DECEMBER 12TH.

BACKGROUND:

Ronda Graff is requesting the use of city streets and walking trails for a series of races to be held in McCook. There should be no impact to City resources during these events. The race organizer will be responsible for providing resources to assure safe travel for the participants. A certificate of insurance has been requested.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

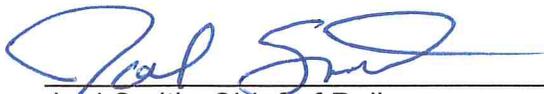
APPROVE THE REQUEST FROM RONDA GRAFF TO UTILIZE CITY STREETS AND WALKING TRAILS FOR THE 2020 REPUBLICAN RIVER FITNESS SERIES ON THE FOLLOWING DATES SEPTEMBER 26TH, NOVEMBER 21ST AND DECEMBER 12TH.

APPROVALS:



Kyle Potthoff, Public Works Director

September 2, 2020



Joel Smith, Chief of Police

September 2, 2020



Nate Schneider, City Manager

September 2, 2020

September 2020

To: McCook City Council
McCook Police Chief Joel Smith
McCook City Public Works Director Kyle Potthoff

Re: Republican River Fitness Series first race of the season Sept. 26

Usually, we provide the Republican River Fitness Series schedule at the beginning of the year. But due to the pandemic, we have cancelled every race up until now. Our first race of the 2020 season is scheduled to be the Heritage Days Road Race on Saturday, Sept. 26. We realize plans can change on a daily basis so cancellation may happen, but we plan to move ahead with the remaining race schedule if possible.

We have submitted and had approved an Event and Gathering Safety Plan with Southwest Nebraska Public Health Department for the Heritage Days Road Race and plan to submit an up-to-date plan for each consequential event.

Attached are the remaining dates for the 2020 Republican River Fitness Series to have for your information. The entire fitness series is insured through the Road Runners Club of America, with each event benefitting a different, local organization.

Now in its 5th year, the fitness series has included hundreds of runners and walkers over a dozen events each year. We believe the fitness series is an asset to the community and appreciate all of the support we have received from the city over the years, whether it is police directing traffic or providing extra trash cans.

If you have any questions about the fitness series or any of the events, please feel free to contact me.

Ronda Graff, RRFS Series Director
308-340-3412, rondagraff@gmail.com

2020 RRFS Calendar (remaining dates)

Saturday, Sept. 26 - Heritage Days Road Race, start/finish: Norris Park, course: East H, walking trail, East First Street

Saturday, Nov 21 - Community Hospital Turkey Trot, start/finish: East 11th and H Streets, course: walking trail and East H Street

Saturday, Dec. 12 - Reindeer Run, start/finish: Barnett Park west shelter house, course: walking trails within Barnett Park

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM # 4.G.

RECOMMENDATION:

Approve Bid Specifications and Documents for three (3) new ambulance power load systems and power cots and set the date to receive bids as September 30, 2020 at 2:00 P.M.

BACKGROUND:

On August 19, 2020, the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS) informed the city of McCook that our grant application submitted under the FY 2019 Assistance to Firefighters Grant (AFG) had been approved. The approved project costs total to \$154,768. The federal share is 95% or \$147,398 the approved amount and the city's share of the costs is 5% or \$7,369.90. Funding was approved for this project in the 2020-21 fiscal budget. The specifications attached will allow for competitive bids for the equipment.

The new cots will utilize a battery-powered hydraulic system that will effectively raise and lower the cot at the touch of a button. The Power-Load system actually lifts the cot into the patient compartment for the ambulance attendant. These new cot systems will help to minimize the strain placed on the lower back, knees, shoulders and arms of EMS personnel while transferring and transporting patients.

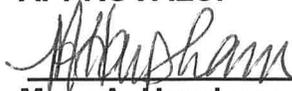
**FISCAL
IMPACT:**

The required 5% match is currently funded in the F.Y. 2020/21²¹ budget.

RECOMMENDATION:

Approve Bid Specifications and Documents for three (3) new ambulance power load systems and power cots and set the date to receive bids as September 30, 2020 at 2:00 P.M.

APPROVALS:



Marc A. Harpham, Fire Chief

26 SEPT 2020
Date



Nate Schneider, City Manager

9-2-2020
Date

**CITY OF MCCOOK
Ambulance Department**

BID SPECIFICATIONS

**THREE (3) NEW
AMBULANCE
POWER LOAD SYSTEMS
AND
COTS (STRETCHERS)**

SEPTEMBER 8, 2020

NOTICE TO BIDDERS

The City of McCook is accepting sealed bids for three (3) new Ambulance Power Load Systems and Cots (Stretchers) to be installed in three (3) City owned ambulance emergency service vehicles. Bids will be accepted by the City Clerk at the McCook City Offices until 2:00 P.M. on September 30, 2020 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center. Specifications and instructions to bidders are on file in the office of the City Clerk.

The Council reserves the right to reject any or all bids and to waive any irregularities.

-s- Lea Ann Doak
 City Clerk
 P.O. Box 1059
 505 West "C" Street
 McCook NE 69001-1059

Publish: September 11, 18, and 25, 2020.

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. Bidder - one who submits a Bid directly to the City as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2. Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3. Successful Bidder - the lowest, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.
- 1.4. Bidding Documents - includes the Advertisement or Invitation to Bid, Instructions to Bidders, and the Bid Form.

2. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon the City's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for.

3. Interpretations and Addenda.

- 3.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Marc Harpham, Fire Chief. Interpretations or clarifications in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Clerk as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 3.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

4. Bid Form.

- 4.1. The Bid Form is included with the Bidding Documents.
- 4.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 4.3. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 4.4. The address and telephone number of communications regarding the Bid must be shown.

5. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "*BID ON THREE (3) NEW AMBULANCE POWER LOAD SYSTEMS AND COTS (STRETCHERS)*", and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

6. Modification and Withdrawal of Bids.

Bids may be modified or withdrawn by an appropriate document fully executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted any time prior to the opening of Bids.

7. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly in the City Council Chambers, McCook Municipal Center. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

8. Award of Bid.

- 8.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if City believes that it would not be in its best interest to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 8.2. In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 8.3. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders.
- 8.4. If the bid is to be awarded, it will be awarded to the Bidder whose evaluation by the City indicates that the award will be in the best interests of the City.

9. Delivery.

- 9.1. Three (3) new Ambulance Power Load Systems and Cots (Stretchers), shall be F.O.B., McCook, Nebraska, and shall not include any federal excise or state sales tax.
- 9.2. A tax exemption certificate will be furnished by the City of McCook.

SPECIFICATIONS

General – It is the intent of the City of McCook Fire Department to purchase and install from a qualified vendor three (3) new Ambulance Power Load Systems and Cots (Stretchers) in three (3) City owned ambulance emergency service vehicles. A qualified vendor is defined as a vendor that is authorized in the supply, delivery, installation and full warranty support of equipment for their own companies' products or authorized as a dealer representing another manufacturer's products for supply, installation and full warranty support.

SPECIFICATION DETAIL

(Brand name for informational purposes only)

New Stryker EMS Power – LOAD (Model 6390) Cot fastening system mounted within the patient compartment intended to aid in the loading/unloading of patients.

Requirements for Power Load Fastening System:

Powered Cot Fastener must be mounted inside the patient compartment to prevent environmental exposure and corrosion.

MEETS/EXCEEDS SPECIFICATIONS	YES	NO
------------------------------	-----	----

EXCEPTIONS: _____

Powered Cot Fastener must be installed by the vendor or a third party on site at the City of McCook Fire Department in three ambulances.

MEETS/EXCEEDS SPECIFICATIONS	YES	NO
------------------------------	-----	----

EXCEPTIONS: _____

Powered Cot Fastener must remain engaged to cot and provide a means of lifting and lowering during loading and unloading.

MEETS/EXCEEDS SPECIFICATIONS	YES	NO
------------------------------	-----	----

EXCEPTIONS: _____

Powered Cot Fastener must remain engaged to cot and provide a means of eliminating patient drops during loading and unloading by eliminating the reliance on a safety hook.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Powered Cot Fastener must conform to AS/NZS-4535 for dynamic crash testing.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Powered Cot Fastener must conform to BS EN-1789 clause 4.5.9 for dynamic crash testing.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Powered Cot Fastener is to be compliant to IEC 60601 – 1 and IEC 60601 – 1 – 2.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Powered Cot Fastener is to be compliant with SAE J3027.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Powered Cot Fastener must provide a linear guide when loading and unloading the cot.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Powered Cot Fastener must provide manual back-up in the event of power failure.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Powered Cot Fastener must have wireless communication capabilities.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Powered Cot Fastener must carry the Under Writers Laboratories Seal of Approval.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Powered Cot Fastener must carry an IPX rating of 6 or higher.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Powered Cot Fastener must have a safe working load of 870 lbs. and capable of lifting patients weighing 700 lbs.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Powered Cot Fastener must allow for remote ACTUATION FROM Power – PRO foot end controls.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Powered Cot Fastener must be power washable.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Powered Cot Fastener must be capable of inductively charging the Stryker SMRT cot battery.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Power Cot Fastener must be compatible with Stryker Power Pro Stretchers.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Must have Mass Casualty Capability.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Included Options:

- In – Service DVD**
- Operations Manual**
- Shipping Costs**
- Warranty: Two years including Parts, Labor and Travel**

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Additional Available Options for Purchase:

- Wheel Guide**
- Mass Casualty Fastener**
- Compatibility kit for power cot**

Factory Direct service agreement that covers Preventative Maintenance, and all Parts/Labor/Travel

MEETS/EXCEEDS SPECIFICATIONS

YES

NO

EXCEPTIONS: _____

SPECIFICATION DETAIL

(Brand name for informational purposes only)

New Stryker Power – PRO XT Ambulance Cot (Stretcher) intended for patient transport and compatible with Stryker EMS Power – LOAD (Model 6390) Cot fastening system.

Requirements for Power Cot:

Weight capacity of the cot must be at least 700 pounds.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Innovative battery powered hydraulic system raises and lowers the patient with a touch of a button.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Must have NiCad battery operating system or SMRT Battery technology.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Battery must be able to completely charge within one (1) hour of discharge.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

The foot end of the cot must provide lifting bars and operator controls at two (2) different heights, thus providing optimum ergonomics to most operator heights.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

The foot-end of the cot must contain a large battery indicator light which displays amber or green which indicates battery level. A warning is given by a flashing amber light, providing the operator time to change battery before full depletion of power.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

The cot is to provide the highest possible load height of any cot on the market at 36" and is operator adjustable to match the deck height of individual ambulances.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Must have an in truck safety shutoff while locked in mounting system to eliminate operation of cot while locked in mounting system.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

When unloading with the manual release handle, the cot utilizes hydraulic dampening so the cot will not abruptly jar the operator or the patient.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Must have in truck battery charging capability that is easily transferred between ambulances.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Easy to use manual back – up system must be available to complete cot operation in the event of power loss.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Must be color coded for ease of operation.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Must be powder coated and power washable for ease of cleaning.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Weight of the cot must not exceed 127 pounds.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

The cot legs power – retract within 2.5 seconds which speeds load times.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Retractable head section must be available that allows cot to be shortened in any height position for maximum versatility.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Must carry the Under Writers Laboratories Seal of Approval.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Must carry an IPX rating of 6 or higher.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

Maintenance Plan:

Three (3) year warranty to include part, labor, travel, 1 preventative maintenance inspection, unscheduled service and product equipment checklists. Replacement parts do not include mattresses, and other disposable or expendable parts.

MEETS/EXCEEDS SPECIFICATIONS YES NO

EXCEPTIONS: _____

BID FORM

NOTE: All equipment shall be factory-installed and shall be considered to be under factory warranty.

THREE (3) NEW AMBULANCE POWER
LOAD SYSTEMS AND COTS (STRETCHERS)

\$ _____

DELIVERY DATE: _____

This Bid Submitted by:

(Company Name)

(Address)

(Signature)

(Title)

**CONTACT PERSON: Fire Chief Marc Harpham
at 308/345-5710 or email at firechief@cityofmccook.com**

The City of McCook reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part any bid, and to exercise its own judgement as to the best proposal received.

NOTICE OF AWARD

DATE

TO:

PROJECT: Three (3) New Ambulance Power Load Systems
and Cots (Stretchers)
City of McCook Ambulance Department

The City has considered the BID submitted by you for the above described projection response to its Advertisement for Bids and Information for Bidders dated September 8, 2020.

You are hereby notified that your BID has been accepted for this equipment in the amount of _____. The expected delivery date is _____.

Please acknowledge receipt of this NOTICE OF AWARD by return mail to the City.

Dated this _____ day of _____, 2020.

CITY OF MCCOOK

Lea Ann Doak
City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2020.

(Authorized Signature)

(Title)

Specs Mailed to:

CITY MANAGERS REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING

ITEM: 4.H.

RECOMMENDATION:

APPROVE BID SPECIFICATIONS FOR DISPATCH FURNITURE
FOR TWO RADIO CONSOLE POSITIONS FOR USE BY THE
McCOOK POLICE DEPARTMENT

BACKGROUND:

The dispatch center at the McCook Police Department is aged and in need of replacement. New dispatch furniture will serve the department's needs for many years. Funding for the furniture is available through existing surcharge funds and will not require the use of any general tax funds.

FISCAL IMPACT:

NONE. Funding will be from existing surcharge funds.

RECOMMENDATION:

APPROVE BID SPECIFICATIONS FOR DISPATCH FURNITURE
FOR TWO RADIO CONSOLE POSITIONS FOR USE BY THE
McCOOK POLICE DEPARTMENT

APPROVALS:



Isaac S. Brown, Chief of Police

8-31-2020
Date



Nate Schneider, City Manager

8-31-2020
Date

**CITY OF MCCOOK
Police Department**

BID SPECIFICATIONS

**TWO (2) NEW
DISPATCH CONSOLES**

SEPTEMBER 8, 2020

NOTICE TO BIDDERS

The City of McCook is accepting sealed bids for two (2) new Dispatch Consoles. Bids will be accepted by the City Clerk at the McCook City Offices until 2:30 P.M. on September 30, 2020 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center. Specifications and instructions to bidders are on file in the office of the City Clerk.

The Council reserves the right to reject any or all bids and to waive any irregularities.

-s- Lea Ann Doak
 City Clerk
 P.O. Box 1059
 505 West "C" Street
 McCook NE 69001-1059

Publish: September 11, 18, and 25, 2020.

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. Bidder - one who submits a Bid directly to the City as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2. Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3. Successful Bidder - the lowest, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.
- 1.4. Bidding Documents - includes the Advertisement or Invitation to Bid, Instructions to Bidders, and the Bid Form.

2. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon the City's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for.

3. Interpretations and Addenda.

- 3.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Jen Doucet, Police Department Administrative Assistant. Interpretations or clarifications in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Clerk as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 3.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

4. Bid Form.

- 4.1. The Bid Form is included with the Bidding Documents.
- 4.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 4.3. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 4.4. The address and telephone number of communications regarding the Bid must be shown.

5. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "*BID ON TWO (2) NEW DISPATCH CONSOLES*", and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

6. Modification and Withdrawal of Bids.

Bids may be modified or withdrawn by an appropriate document fully executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted any time prior to the opening of Bids.

7. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly in the City Council Chambers, McCook Municipal Center. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

8. Award of Bid.

- 8.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if City believes that it would not be in its best interest to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 8.2. In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 8.3. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders.
- 8.4. If the bid is to be awarded, it will be awarded to the Bidder whose evaluation by the City indicates that the award will be in the best interests of the City.

9. Delivery.

- 9.1. Two (2) new Dispatch Consoles, shall be F.O.B., McCook, Nebraska, and shall not include any federal excise or state sales tax.
- 9.2. A tax exemption certificate will be furnished by the City of McCook.

BID SPECIFICATIONS FOR TWO (2) NEW DISPATCH CONSOLES
8 SEPTEMBER, 2020

Bid specifications are for two (2) dispatch consoles

Delivery and installation date are within 60 days of signed purchase documents.

Each position includes:

Console: 84 inch primary-42 inch screens w/12 acrylic (54 inch AFF);

Electronically height adjustable work surface;

Adjustable monitor array with individually adjustable monitor arms-4 over 4 configuration;

Built-in surface multi ports for power, voice, and data;

- Electronically Height Adjustable Work Surface ** with Techlink
- Adjustable Monitor Array with Individually Adjustable Monitor Arms – 4 over 4 Configuration
- Built-In Surface Multi Ports for Power/Voice/Data
- Environment Control Package – Includes Forced Air Heat, Cooling Fans, LED Ambient Lighting & Dimmable LED Task Lighting
- Technology Bridge with Active Ventilation to Accommodate (3) PCs
- Personal Storage and Shared Storage and Lockers as per drawings
- 3-Light Status Light

12 Technology Ports to Include:

- 6 – USB ports
- 2 CAT6 RJ45 Data Ports
- 2 – 2.5mm Stereo ports
- 1 – RJ11/RJ12 Phone port
- 1 – USB Charger ports

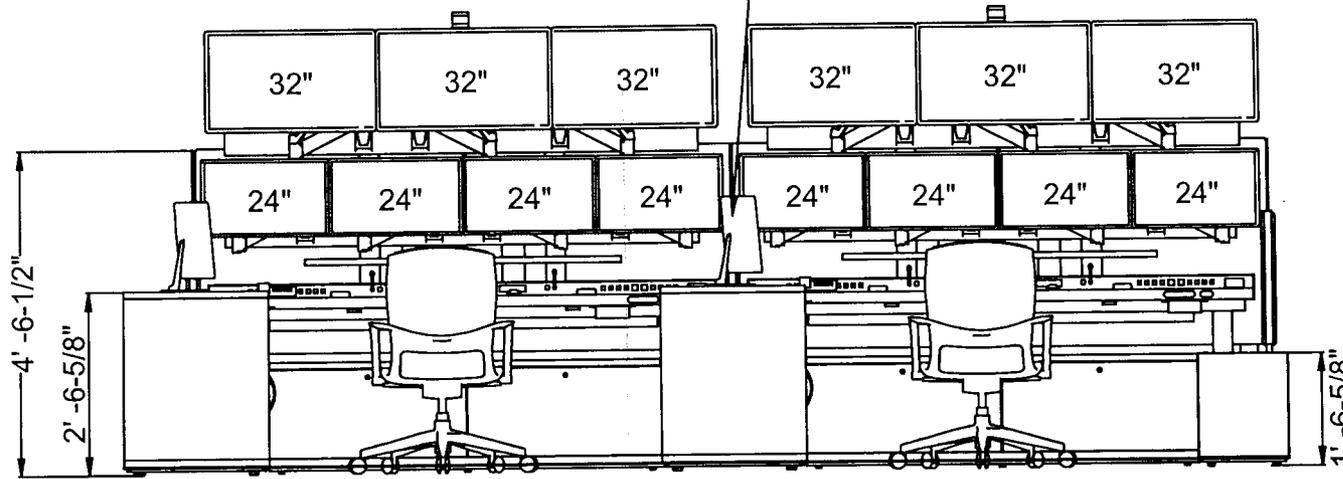
- 1 Pro Hub, 15”D x 39”W x 18”H, Right Hand, No Grommet
- 1 Pro Hub, 24”D x 51”W” x 18H”, Center
- 1 Pro Hub, 24”D x 51”W x 18H”, Left Hand, with Grommet
- 2 Pro Work surface with depth adjustment, 36”D x 84”W x 24-50”H, with Contour Edge, Dual Monitor Array
- 2 Tech Bridge, Single Sided 12”D x 18”H, for a 84”W Console, No Grommet
- 2 Array
- 2 Array
- 1 Bridge Spacer, 15”D x 18”H Single, Right Hand
- 1 Bridge Spacer, 24”D x 18”H Single, Center
- 1 Bridge Spacer, 24”D x 18”H Single, Left Hand
- 2 Personal Base, Open Door Box, 24”D x 30”W x 30”H, Left Hand
- 1 Outside Corner Bracket, 42”H
- 1 Outside Corner Bracket, 42”H
- 1 Return Screen, 39”W x 54”H, Fabric and 12” Clear Acrylic

- 2 Return Screen, 51"W x 54"H, Fabric and 12" Clear Acrylic
- 2 Spine Screen, 84"W x 54"H, Fabric and 12" Clear Acrylic
- 1 Inside Corner Bracket, 42"H
- 1 Hub Cover, 15"D x 18"H
- 1 Top Only, *20"D* x 108"W, Exact Size
- 2 Ground Bar Kit 4" x 6"
- 2 Status Light R/Y/G with Power Supply
- 2 Headset Jack Mount BKT, Black
- 4 Stereo Audio Jack, (3.5mm Connector size) – Black 25 ft
- 4 Data Jack (CAT6), RJ45, Pass through Panel Mount – Black 25 ft
- 2 Phone Jack, (RJ11 / RJ12) – Black 25 ft
- 2 USB Charger Insert
- 12 USB Insert (Type A), Female / Female Wall Plate Coupler – Black 25 ft
- 1 Standard Lock
- 1 Zone Six Storage Locker, 20"D x 15"W x 78"H, Right Hand
- 1 Zone Open Storage Locker, 20"D x 24"W x 78"H
- 3 Zone Open Storage, 3 Lateral, 20"D x 36"W x 42"H

2 Mercury Pro Consoles - 84" Primaries - 42" Screens w/ 12" Acrylic (54" AFF) McCook

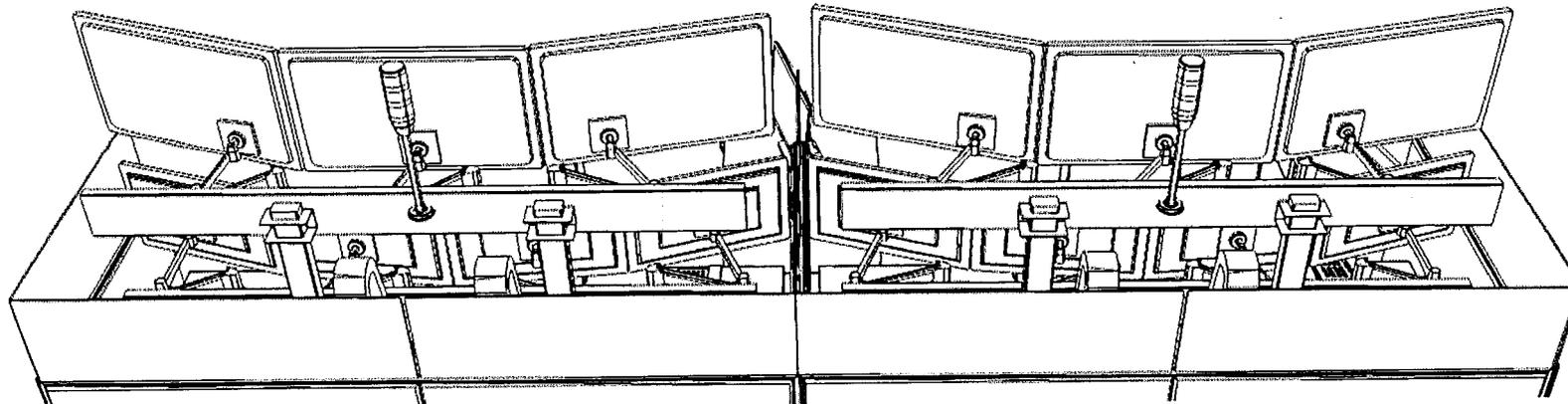
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Motorola Gold Elite Radio



All Monitors Are On Fully Articulating Arms

Scale 3/8" = 1'



16' - 0-5/8"

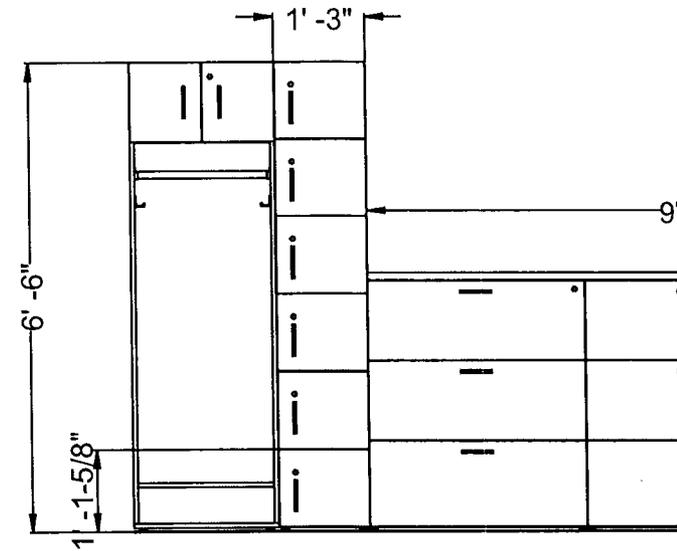
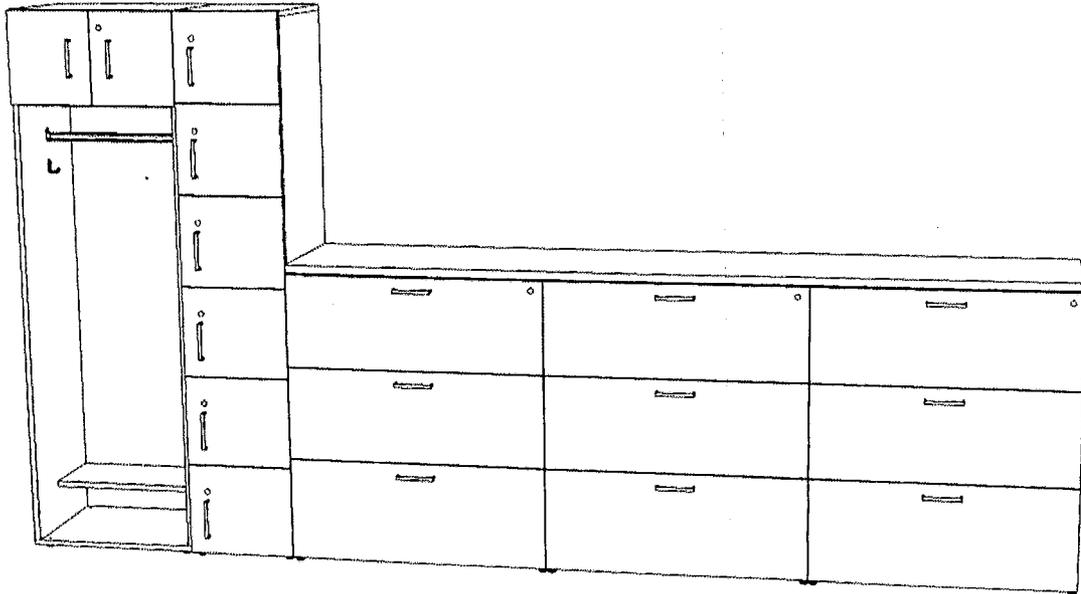


2 Mercury Pro Consoles - 84" Primaries - 42" Screens w/ 12" Acrylic (54" AFF)

Project: McCook

Mc Cook

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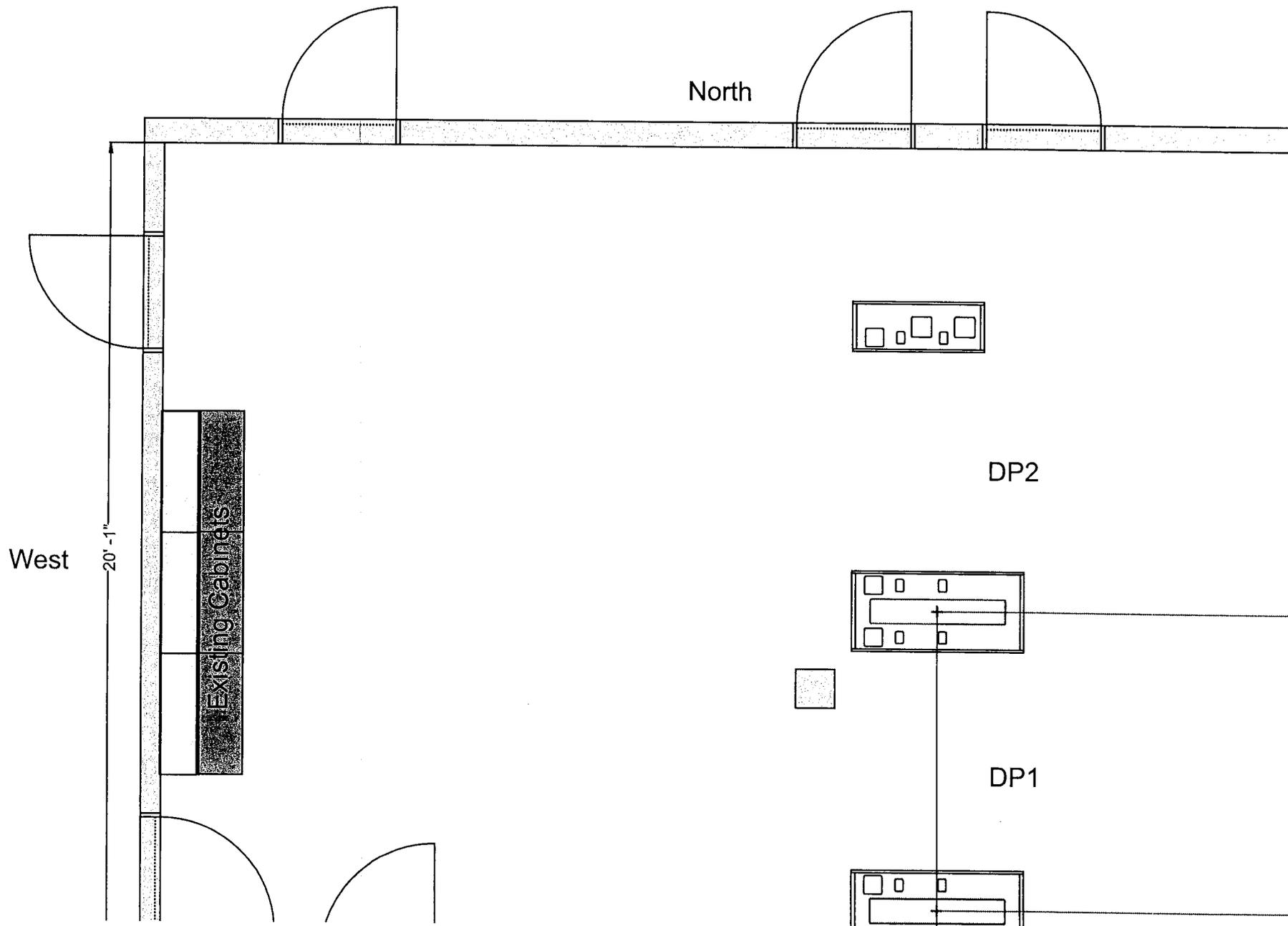


2 Mercury Pro Consoles - 84" Primaries - 42" Screens w/ 12" Acrylic (54" AFF)

Project: McCook

Mc Cook

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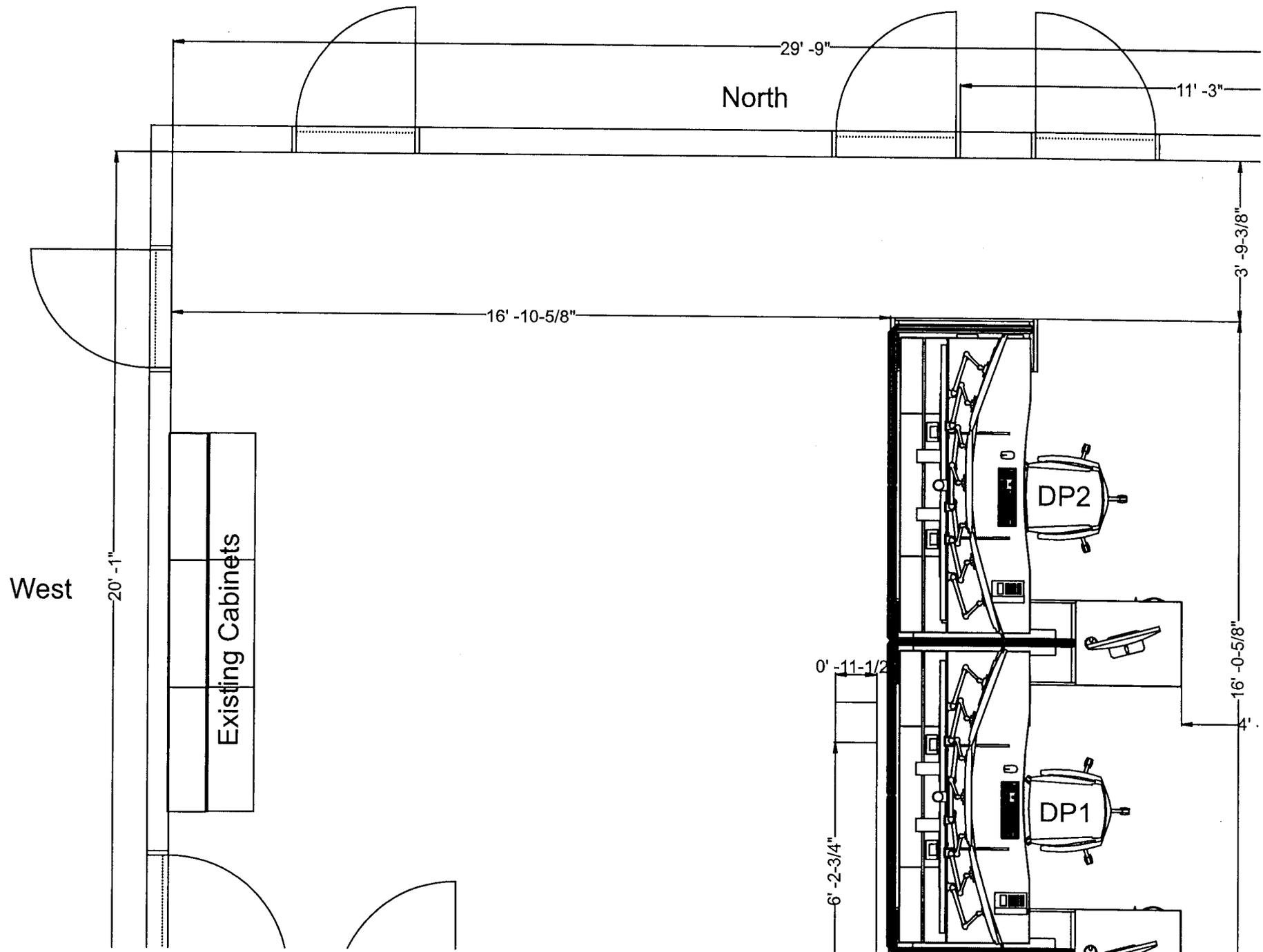


2 Mercury Pro Consoles - 84" Primaries - 42" Screens w/ 12" Acrylic (54" AFF)

Project: McCook

Mc Cook

McCookPD.02 (2).cmdrw



BID FORM

TWO (2) NEW DISPATCH CONSOLES

\$ _____

DELIVERY DATE: _____

This Bid Submitted by:

(Company Name)

(Address)

(Signature)

(Title)

**CONTACT PERSON: Jen Doucet, Police Department Administrative Assistant
at 308/345-3450 or email at jdoucet@cityofmccook.com**

The City of McCook reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part any bid, and to exercise its own judgement as to the best proposal received.

NOTICE OF AWARD

DATE

TO:

PROJECT: Two (2) New Dispatch Consoles
City of McCook Police Department

The City has considered the BID submitted by you for the above described projection response to its Advertisement for Bids and Information for Bidders dated September 8, 2020.

You are hereby notified that your BID has been accepted for this equipment in the amount of _____. The expected delivery date is _____.

Please acknowledge receipt of this NOTICE OF AWARD by return mail to the City.

Dated this _____ day of _____, 2020.

CITY OF MCCOOK

Lea Ann Doak
City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2020.

(Authorized Signature)

(Title)

Specs Mailed to:

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: 4.I.

RECOMMENDATION:

APPROVE THE CERTIFICATION OF COMPLETION AND RELEASE FOR PROJECT NO. 3-31-0052-015 CONCRETE REHABILITATION, CRACK SEALING AND PAINTING AT MCCOOK BEN NELSON REGIONAL AIRPORT AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

This document certifies that the work and materials have been inspected by authorized agents and that the contractor has furnished all labor and materials. It also certifies that all services that were required as part of the plans and specifications of this project, which involved concrete rehabilitation, crack sealing and painting at McCook Ben Nelson Regional Airport, have been satisfactorily completed.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

APPROVE THE CERTIFICATION OF COMPLETION AND RELEASE FOR PROJECT NO. 3-31-0052-015 CONCRETE REHABILITATION, CRACK SEALING AND PAINTING AT MCCOOK BEN NELSON REGIONAL AIRPORT AND AUTHORIZE THE MAYOR TO SIGN.

APPROVALS:



Kyle Potthoff, Public Works Director

September 3, 2020



Nate Schneider, City Manager

September 3, 2020

CERTIFICATE OF COMPLETION AND RELEASE

FROM: State of Nebraska, NDOT-Division of Aeronautics, Agent for the Party of the First Part to the Contract.

FROM: Paulsen, Inc of Cozad, Nebraska Party
of the Second Part to the Contract.

TO: City of McCook, Party of the First Part to the Contract.

RE: Contract for the McCook/Ben Nelson Regional Airport Project No. 3-31-0052-015,
entered into on the 1st day of July, 2019 between the
Party of the First Part and the Party of the Second Part.

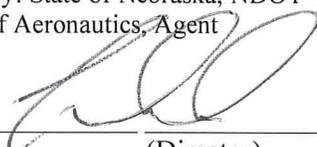
CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY, that all of the work and materials have been inspected by duly authorized agents of the Party of the First Part and that the Contractor has furnished all labor and materials and services required for the above noted Contract and Project Number and performed all work in accordance with the requirements of the plans and specifications for said Contract, and that notification of final acceptance of the work as stated above is hereby made contingent upon proper execution of, conditions of, and the signature of acceptance by the Contractor of the "Certificate of Release" hereinafter specified. The final payment in the amount as listed in said "Certificate of Release" is due and payable upon the complete execution of the "Certificate of Release".

Approved 
(NDOT Engineer)

City of McCook
McCook, Nebraska
(Party of the First Part)
By: State of Nebraska, NDOT - Division
of Aeronautics, Agent

Date 6 Aug 20


(Director)

APPROVED

Clerk or Secretary

Mayor or Chairman

Date _____

CERTIFICATE OF RELEASE

KNOW ALL MEN BY THESE PRESENTS:

- A. The undersigned hereby certifies that there are no outstanding claims of laborers, materialmen, subcontractors, or others arising out of the performance of this contract, which might be asserted against the City of McCook, Party of the First Part and the undersigned agrees that, in the event of the assertion of any such claims against said Party of the First Part the undersigned will indemnify and save harmless said Party of the First Part from any such claims.
- B. That the undersigned hereby acknowledges receipt from the Party of the First Part of all sums payable to the undersigned by said Party of the First Part under or pursuant to the above-mentioned Contract, with the following exceptions:
the amount of ten thousand dollars and no cents (\$10,000.00)
now due and payable as shown on Progress Estimate No. 5-Final.
- C. The undersigned further certifies and acknowledges that the Party of the First Part has duly performed and fulfilled the terms, provisions and conditions on the part of the Party of the First Part to be performed or fulfilled under or pursuant to said Contract, with the exceptions as noted above.
- D. That the undersigned, except as regards items listed in paragraph "B", does hereby release the Party of the First Part from all claims arising under or by virtue of said Contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this

22nd day of July, 2020.

Paulsen, Inc.

By [Signature]

_____, being first duly sworn on oath, deposes and says, first,

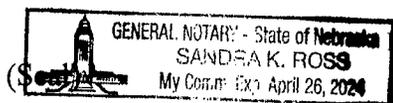
that he/she is the dept. head of Paulsen, Inc.
(Title) (Name of Company)

second, that he/she has read the foregoing certificate by him subscribed.

The matters and things stated therein are, to the best of his knowledge and belief, true.

Subscribed and sworn to before me on this 22nd day of July, 2020.

[Signature]
(Notary Public)



My Commission expires 4-26-24

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: 4.J.

Approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show on September 26 & 27, 2020; for the closing of Norris Avenue from "G" Street to "H" Street - after the parade on Saturday until Sunday evening, the 100 block of East "G" Street beginning at 3:00 p.m. on Friday, September 25, 2020 until Sunday evening, the 700 and 800 blocks of East 1st, the 100 and 200 blocks of East "H" Street beginning at 5:00 A.M., September 26, 2020 until Sunday evening, the 100 block of West "G" street from 5:00 a.m. on Saturday September 26, 2020 until after the parade; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 26, 2020; the use of City Streets around Norris Park from the conclusion of the parade until 4:00 P.M. on Saturday, September 26, 2020 for a car and tractor show.

BACKGROUND:

The McCook Area Chamber of Commerce requests permission to conduct their annual Heritage Days activities in McCook on September 26th and 27th, 2020.

The Chamber of Commerce requests to conduct a parade beginning at 10:00 A.M. on Saturday, September 26, 2020. The parade will necessitate the temporary closing of much of Norris Avenue and West "C" Street during the parade.

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

The Chamber of Commerce also requests the use of the area around Norris Park on Saturday for a car and tractor show which will begin following the parade and continue until 4:00 P.M. on Saturday.

Unfortunately this year there will be no entertainment taking place at the bandshell.

A certificate of Insurance Coverage has been requested.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

Approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show on September 26 & 27, 2020; for the closing of Norris Avenue from "G" Street to "H" Street - after the parade on Saturday until Sunday evening, the 100 block of East "G" Street beginning at 3:00 p.m. on Friday, September 25, 2020 until Sunday evening, the 700 and 800 blocks of East 1st, the 100 and 200 blocks of East "H" Street beginning at 5:00 A.M., September 26, 2020 until Sunday evening, the 100 block of West "G" street from 5:00 a.m. on Saturday September 26, 2020 until after the parade; to allow overnight parking for vendors around Norris Park; to conduct their parade on public streets on September 26, 2020; the use of City Streets around Norris Park from the conclusion of the parade until 4:00 P.M. on Saturday, September 26, 2020 for a car and tractor show.

APPROVALS:



Kyle Potthoff, Public Works Director

September 2, 2020



Joel Smith, Police Chief

September 2, 2020



Nate Schneider, City Manager

September 2, 2020

Kyle Potthoff

From: Lea Ann Doak <lidoak@cityofmccook.com>
Sent: Wednesday, September 2, 2020 11:16 AM
To: potthoff
Subject: FW: City Council Requests
Attachments: 9.23.2020 SDL 200.pdf; 9.23.2020 SDL 201.pdf; 9.23.2020 SDL 109.pdf

Lea Ann Doak, CMC

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

From: Dawson Brunswick
Sent: Wednesday, September 2, 2020 10:27 AM
To: Lea Ann Doak <lidoak@cityofmccook.com>
Cc: Tracy Burkey <burkey@cityofmccook.com>
Subject: City Council Requests

Good morning Lea Ann,

Please reserve time on the upcoming City Council agenda to approve the following requests from the McCook Chamber of Commerce relating to Heritage Days.

1. The closure and usage of the 400 block of Norris Avenue ("D" Street through "E" Street) from 5:00pm until 8:00pm to create additional space for attendees to socially distance at the Heritage Days mixer to be held indoors and outdoors at the Keystone Business Center on September 23rd. The time requested is slightly more than when discussed with city staff, but it is to allow ample time to setup and teardown the area outside. Impacted businesses have contacted and they have no issue with the street closure. This event is pending approval from Southwest Nebraska Public Health Department, and this request is contingent on their approval.
2. Approval of a special designated liquor license for the Heritage Days mixer to be held indoors and outdoors at the Keystone Business Center on September 23rd. Please see attached documents for SDL information.
3. **Permission to hold the annual Heritage Days Parade on September 26th. The parade will begin at 10:00am with the flag ceremony at the Norris Avenue flag pole at 9:4. The route is the same as last year's which begins at "F" street, proceeds south on Norris Avenue to "C" street and then west to 5th street. The parade will fall out and disband when they arrive at West 5th. Parade entries will be lined up on both sides of Norris Avenue from "F" street north to "O" street. The parade has been approved by Southwest Nebraska Public Health Department.**
4. Permission to use Norris Park for our annual Heritage Days Arts & Crafts Show on September 26 & 27. We will need the use of the electricity at Norris Park as in past years for the food vendor. There will be no stage entertainment this year. We would also like to request the closing of East "G" Street from Norris Avenue to East 1st on Friday evening beginning at 3 p.m. so that our food vendors are able to set up. We further request the closing of the streets around Norris Park for September 26-27. Norris Avenue would be blocked off after the parade on Saturday and the remaining streets including "H", "G" and East 1st would be blocked off at 5:00 a.m. Saturday and remain closed throughout the weekend. Prior to the parade, we also request that G Street, between Norris Avenue and West 1st Street, be closed to vehicle parking. We also request overnight parking for

the vendors on Norris Avenue that is closed off. The park events are pending approval from Southwest Nebraska Public Health Department, and this request is contingent on their approval.

Thank you,

Dawson Brunswick | President/CEO

McCook Chamber of Commerce

402 Norris Avenue | Suite 320

PO Box 337

McCook, NE 69001

308.345.3200

dawson@mccookchamber.org

Analytical | Learner | Achiever | Context | Command

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: 4.K.

Approve the McCook Area Chamber of Commerce Heritage Days request to close the 400 Block of Norris Avenue for the Heritage Days Mixer on September 23, 2020 from 5:00 P.M. to 8:00 P.M.

BACKGROUND:

The McCook Area Chamber of Commerce requests permission to close the 400 block of Norris Avenue on Wednesday September 23, 2020 from 5:00 p.m. to 8:00 p.m. for the annual Heritage Days Mixer. In addition to the street area, the Keystone will also be utilized for the mixer.

Due to COVID 19, the Chamber is wanting some additional area so that proper social distancing can be achieved.

The Street Department will provide cones for the closure of Norris Avenue.

A certificate of Insurance Coverage has been requested.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

Approve the McCook Area Chamber of Commerce Heritage Days request to close the 400 Block of Norris Avenue for the Heritage Days Mixer on September 23, 2020 from 5:00 P.M. to 8:00 P.M.

APPROVALS:



Kyle Potthoff, Public Works Director

September 2, 2020



Joel Smith, Police Chief

September 2, 2020



Nate Schneider, City Manager

September 2, 2020

Kyle Potthoff

From: Lea Ann Doak <ldoak@cityofmccook.com>
Sent: Wednesday, September 2, 2020 11:16 AM
To: potthoff
Subject: FW: City Council Requests
Attachments: 9.23.2020 SDL 200.pdf; 9.23.2020 SDL 201.pdf; 9.23.2020 SDL 109.pdf

Lea Ann Doak, CMC

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

From: Dawson Brunswick
Sent: Wednesday, September 2, 2020 10:27 AM
To: Lea Ann Doak <ldoak@cityofmccook.com>
Cc: Tracy Burkey <burkey@cityofmccook.com>
Subject: City Council Requests

Good morning Lea Ann,

Please reserve time on the upcoming City Council agenda to approve the following requests from the McCook Chamber of Commerce relating to Heritage Days.

1. The closure and usage of the 400 block of Norris Avenue ("D" Street through "E" Street) from 5:00pm until 8:00pm to create additional space for attendees to socially distance at the Heritage Days mixer to be held indoors and outdoors at the Keystone Business Center on September 23rd. The time requested is slightly more than when discussed with city staff, but it is to allow ample time to setup and teardown the area outside. Impacted businesses have contacted and they have no issue with the street closure. This event is pending approval from Southwest Nebraska Public Health Department, and this request is contingent on their approval.
2. Approval of a special designated liquor license for the Heritage Days mixer to be held indoors and outdoors at the Keystone Business Center on September 23rd. Please see attached documents for SDL information.
3. Permission to hold the annual Heritage Days Parade on September 26th. The parade will begin at 10:00am with the flag ceremony at the Norris Avenue flag pole at 9:4. The route is the same as last year's which begins at "F" street, proceeds south on Norris Avenue to "C" street and then west to 5th street. The parade will fall out and disband when they arrive at West 5th. Parade entries will be lined up on both sides of Norris Avenue from "F" street north to "O" street. The parade has been approved by Southwest Nebraska Public Health Department.
4. Permission to use Norris Park for our annual Heritage Days Arts & Crafts Show on September 26 & 27. We will need the use of the electricity at Norris Park as in past years for the food vendor. There will be no stage entertainment this year. We would also like to request the closing of East "G" Street from Norris Avenue to East 1st on Friday evening beginning at 3 p.m. so that our food vendors are able to set up. We further request the closing of the streets around Norris Park for September 26-27. Norris Avenue would be blocked off after the parade on Saturday and the remaining streets including "H", "G" and East 1st would be blocked off at 5:00 a.m. Saturday and remain closed throughout the weekend. Prior to the parade, we also request that G Street, between Norris Avenue and West 1st Street, be closed to vehicle parking. We also request overnight parking for

the vendors on Norris Avenue that is closed off. The park events are pending approval from Southwest Nebraska Public Health Department, and this request is contingent on their approval.

Thank you,

Dawson Brunswick | President/CEO

McCook Chamber of Commerce

402 Norris Avenue | Suite 320

PO Box 337

McCook, NE 69001

308.345.3200

dawson@mccookchamber.org

Analytical | Learner | Achiever | Context | Command

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM: 4.L.

Approve the application for a Special Designated Liquor License submitted by the McCook Chamber of Commerce for a Community Celebration Mixer to be held at the Keystone Business Center, 402 Norris Avenue, on September 23, 2020 from 10:00 A.M. to 2:00 A.M.

BACKGROUND:

The Chamber will be hosting this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 3, 2020



Nathan A. Schneider, City Manager

September 3, 2020

Lea Ann Doak

From: Dawson Brunswick <dawson@mccookchamber.org> on behalf of Dawson Brunswick
Sent: Wednesday, September 2, 2020 1:22 PM
To: Lea Ann Doak
Subject: Heritage Days Mixer Clarification
Attachments: McCook EDC_20200902_133819.pdf

Hi Lea Ann,

Following up on our call, I wanted to provide some additional clarification on our SDL request.

The Heritage Days mixer will be held in the Keystone Business Center (KBC) lobby, mezzanine, suite 102 (formerly Keystone Floral), as well as a 65' by 55' outdoor space directly connected to the building on the east side (to be used upon approval of the council to close the street). The outdoor area will be double fenced, and there will be no entrance from the outside. The only entrance will be the south entrance to the KBC. Attendees will register and be temp checked at the initial entrance and then be ID'd for a wristband before proceeding into the event. Attendees will be highly encouraged to utilize the outdoor area as the program will be held on the 2nd-floor balcony of the KBC facing east towards Norris Avenue. The liquor (upon approval by the council) will be served in suite 102 with people entering only from the indoor entrance and exiting through the outdoor exit. This will be a one-way path to reduce people from taking multiple paths to reduce the chances of spreading COVID-19. I have attached a map to try and illustrate my thoughts better.

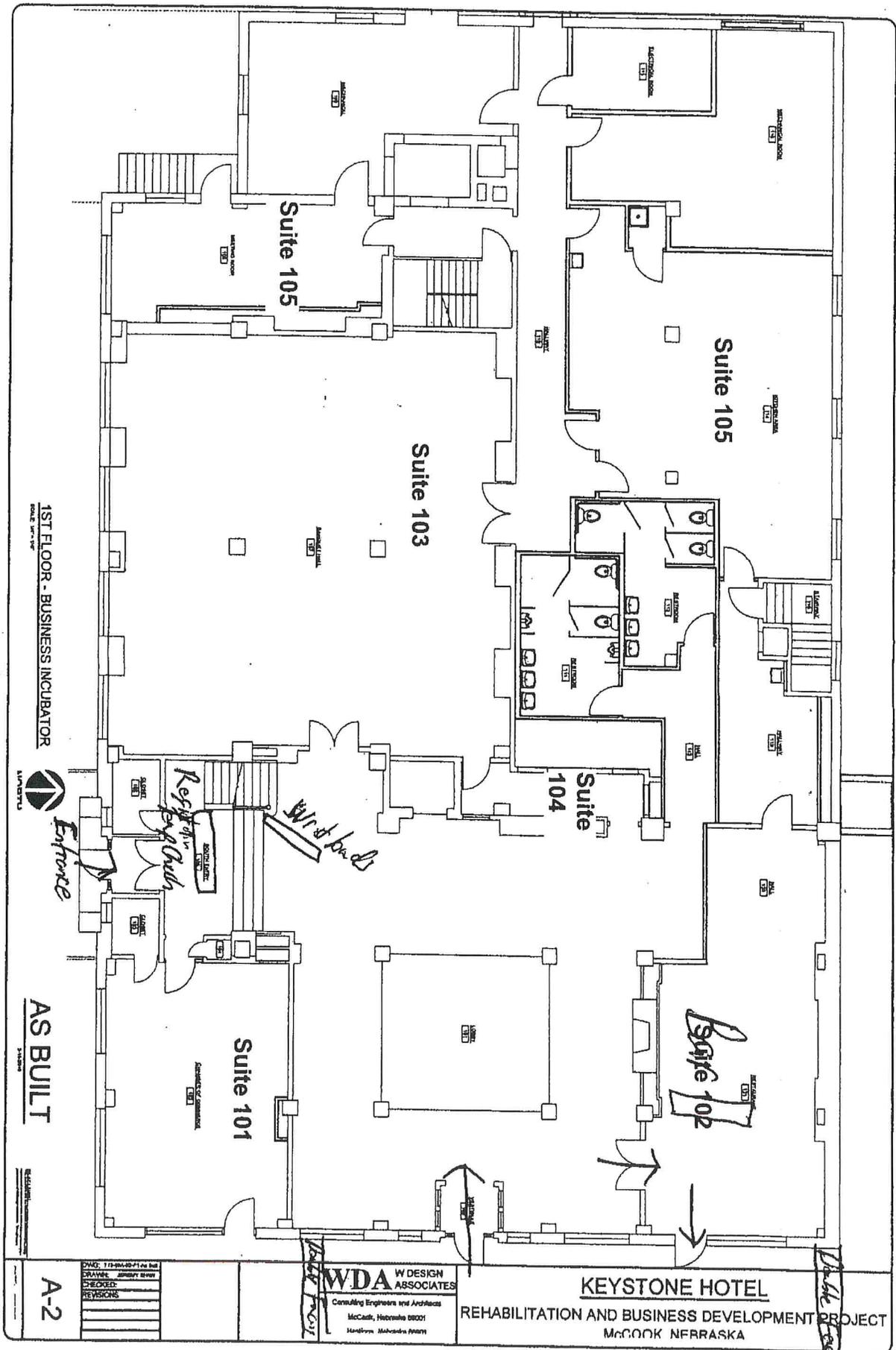
I would gladly provide additional clarification in writing, in person, or at the council meeting to best convey the Chamber's intentions!

I am taking lunch now until 2:30, but I will be around if you want to further discuss this!

Thank you,

Dawson Brunswick | President/CEO
McCook Chamber of Commerce
402 Norris Avenue | Suite 320
PO Box 337
McCook, NE 69001
308.345.3200
dawson@mccookchamber.org

Analytical | Learner | Achiever | Context | Command



Norris Avenue

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

McCook Chamber of Commerce

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

402 Norris Ave STE 320 McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

47-0233780

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

9/23/2020

Event Start Time(s):

10 AM

Event End Time(s):

2 AM

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Keystone Business Center

Event Street Address/City: 402 Norris Ave McCook, NE 69001

Indoor area to be licensed in length & width: 52 X 52

Outdoor area to be licensed in length & width: 65 X 55 (Diagram Form #109 must be attached)

Type of Event: Community Celebration Mixer Estimate # of attendees: 300

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Dawson Brunswick Event Contact Phone Number: 345-3200

Event Contact Email: dawson@mccookchamber.org

*Signature Authorized Representative: Dawson Brunswick Printed Name Dawson Brunswick

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

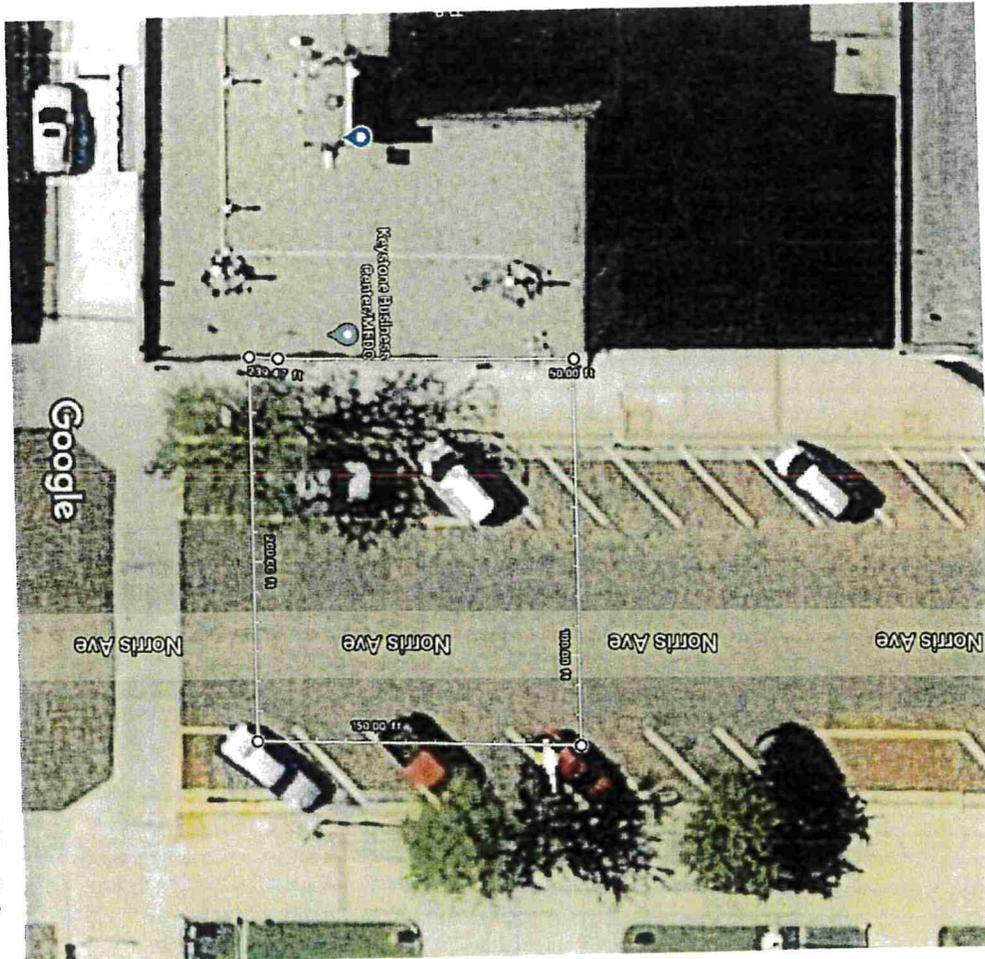
Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Volunteers

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:

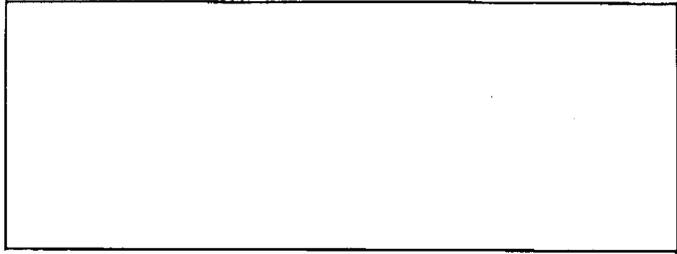


Measure distance
Total area: 3,546.13 ft² (329.45 m²)
Total distance: 239.47 ft (72.99 m)

Map data ©2020, Map data ©2020 20 ft

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

McCook Chamber of Commerce

NAME OF CORPORATION

47-0233780

FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT; IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS

2nd

DAY OF

September 2020



NOTARY PUBLIC SIGNATURE & SEAL

CITY MANAGER'S REPORT
SEPTEMBER 7, 2020 CITY COUNCIL MEETING

ITEM # 4M.

RECOMMENDATION:

Approve Resolution No. 2020-20 amending the rates for the ambulance service operated by the City of McCook, Nebraska.

In February, 2001, the City of McCook signed a contract with EMS Billing Services, which is now Quick Med Claims, to take over the ambulance billing for the City of McCook. At that time the ambulance base rates were adjusted to coincide with the government reimbursement rates.

On September 18, 2017 Resolution #2017-08 was approved by the City Council. This resolution increased the ambulance base rate per the recommendation of EMS Billing Services, who suggest that the base rates be reviewed and adjusted on a periodic basis.

These proposed rates are based upon comparing the new proposed government reimbursement rates to our current customary charges. In order to keep our reimbursement rates at their optimal level, we are recommending these proposed changes. These rates are scheduled to continually increase over the next four years and we will continue to make recommendations as we see the need.

FISCAL

IMPACT: None

RECOMMENDATION:

Approve Resolution No. 2020-20 amending the rates for the ambulance service operated by the City of McCook, Nebraska.

APPROVALS:



Marc A. Harpham, Fire Chief

20 Aug 2020
Date



Lea Ann Doak, City Clerk

9/3/2020
Date



Nate Schneider, City Manager

9-2-2020
Date

AMBULANCE BASE RATE ADJUSTMENT PROPOSAL

In February of 2001 the City of McCook signed a contract with EMS Billing Services to take over the ambulance billing for the City of McCook Fire Department. At that time the ambulance base rates were adjusted to coincide with the government reimbursement rates.

In order to stay current with the rates, periodic adjustments should be made. The last adjustment to the base rates was approved in September, 2017.

These proposed rates are based on comparing the current government reimbursement rates to our current customary charges. In order to keep our reimbursement rates to their maximum level, we are recommending these proposed changes. These rates will continue to change annually and we will continue to make proposed changes as we see fit.

This proposed rate increase will also assist the Department with funding for additional equipment and the increase in supply needs for our increase in ambulance calls.

Proposed Changes

<u>Current Charge/Description</u>		<u>Proposed Charge</u>
BLS Non-Emergency Base	\$460.00	\$525.00
BLS Emergency Base	\$650.00	\$700.00
ALS Non Emergency Base	\$685.00	\$750.00
ALS Emergency Level 1	\$825.00	\$1000.00
ALS Emergency Level 2	\$1030.00	\$1250.00
Mileage	\$15.00/pt. mile	\$18.00/ pt. mile
Advanced Life Support Treatment with No Transport (Assessment, IV, Medication)	\$200.00	\$200.00
Intergovernmental Transport	\$250.00	\$250.00
ALS Paramedic Intercept	\$100.00	\$100.00

RESOLUTION NO. 2020-20

A RESOLUTION AMENDING THE RATES FOR THE AMBULANCE SERVICE OPERATED BY THE CITY OF MCCOOK, NEBRASKA; AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES, BY ADDING APPENDIX O: CITY AMBULANCE FEES, TO CHAPTER 38: FEE SCHEDULE; AND REPEALING ALL OTHER RESOLUTIONS IN CONFLICT HEREWITH.

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

SECTION 1. That the City of McCook Code of Ordinances, Chapter 38: Fee Schedule; shall be amended by adding Appendix O: City Ambulance Fees, to read as follows:

“APPENDIX O: CITY AMBULANCE FEES

Basic Life Support (BLS) Non Emergency Base Rate	\$525.00
Basic Life Support (BLS) Emergency Base Rate	\$700.00
Advanced Life Support (ALS) Non Emergency Base Rate	\$750.00
Advanced Life Support (ALS) Emergency Level 1 Base Rate	\$1,000.00
Advanced Life Support (ALS) Emergency Level 2 Base Rate	\$1,250.00
Mileage	\$18.00 patient mile
Advanced Life Support (ALS) Treatment with No Transport (Assessment, IV, Medication)	\$200.00
Intergovernmental Transport Fee	\$250.00
Advanced Life Support (ALS) Paramedic Intercept.....	\$100.00

SECTION 2. These rates shall take effect and be in force as of October 1, 2020

SECTION 3. Any and all other resolutions or parts of resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 8th day of September, 2020.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 CITY COUNCIL MEETING**

ITEM:

5.A.

Approve Employment Agreement with City Manager Nathan A. Schneider and authorize the Mayor to sign.

5.B.

Introduce and approve under suspension of the rule, Ordinance No. 2020-3012 setting the salary and compensation of City Manager Nathan A. Schneider.

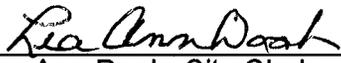
BACKGROUND:

Attached are copies of the proposed Employment Agreement and proposed Ordinance No. 2020-3012.

FISCAL

IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

September 3, 2020

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of September, 2020, 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, 2020, and shall supersede the Agreement of May 8, 2014. 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 \$111,340, plus longevity of \$1,113, for a gross annual salary of \$112,453, 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 July 1, 2021, 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 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. City Manager shall be credited with 80 hours of vacation 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 seven percent (7%) 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

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

CITY MANAGER

Nathan A. Schneider

ORDINANCE NO. 2020-3012

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, 2020, the City Manager of the City of McCook, Nebraska shall receive for his base annual (12 month) salary \$111,340, plus 1% longevity \$1,113, for a gross annual (12 month) salary \$112,453, said salary to be paid bi-weekly; retirement benefit of 7% 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 8, 2020, and effective October 1, 2020, 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 8th day of September, 2020.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

Current Salary	\$106,545
2% COLA	\$ 2,131
<u>2½% Merit</u>	<u>\$ 2,664</u>
New Base	\$111,340
<u>1% Longevity</u>	<u>\$ 1,113</u>
Gross Annual	<u>\$112,453</u>

Publish:

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 5.E: Adopt Resolution No. 2020-22 and Resolution No. 2020-23, ratifying the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2020 to September 30, 2025, and authorize the Mayor to sign said agreement.

BACKGROUND:

City of McCook administrative staff and the McCook Professional Firefighters Association Local 2100 are proposing two collective bargaining agreements for the City Council's consideration. The first is the Firefighters Collective Bargaining Agreement. The second is the Lieutenants Collective Bargaining Agreement. If approved, the proposed agreements would be amended as follows:

- The uniform stipend provision would be increased in both agreements from \$500 to \$750. The increase can be attributed to the increased costs associated with purchasing new fire safety apparel, particularly boots.

- Under the Firefighters Collective Bargaining Agreement, if a Lieutenant is not working his/her regularly scheduled shift, the longest tenured Firefighter on that shift shall assume the Lieutenant's responsibilities for that shift (a/k/a Firefighter-in-Charge). To compensate for the increased responsibilities, the Firefighter-in-Charge shall receive Lieutenant's pay during that shift.

- The maximum compensatory time accrued under both agreements shall be reduced from 216 hours to 168 hours.

There are no further proposed changes to the agreements. The term of the agreements is 5 years.

APPROVALS:



Lea Ann Doak, City Clerk

September 2, 2020



Nate Schneider, City Manager

September 2, 2020

RESOLUTION NO. 2020-22

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

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

SECTION 1. That the Mayor and Council hereby ratifies the execution of the Lieutenants Collective Bargaining Agreement with the McCook Professional Firefighters Association Local 2100 for the period of October 1, 2020 - September 30, 2025.

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

PASSED AND APPROVED this 8th day of September, 2020.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

CITY OF MCCOOK, NEBRASKA

AND

**MCCOOK PROFESSIONAL FIREFIGHTERS
ASSOCIATION LOCAL 2100**

**LIEUTENANTS
COLLECTIVE BARGAINING AGREEMENT**

OCTOBER 1, 2020 - SEPTEMBER 30, 2025

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AGREEMENT

This contract made and entered into this 21st day of September, 2020 at McCook, Nebraska, by and between the City of McCook, Nebraska (hereinafter referred to as the City) and the McCook Professional Firefighters Association Local 2100 (hereinafter referred to as the Union), is for the purpose of setting forth the agreement between the parties concerning wages, hours and working conditions for employees of the City described below, establishing a mutually agreeable means of resolving grievances without work stoppages and lock-outs, and achieving the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE I.

UNION RECOGNITION

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

ARTICLE II.

MANAGEMENT RIGHTS

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

Section 2. Listing of Management Rights. The City reserves the right to operate and manage its operations and to direct the work force of the McCook Fire Department including, but not limited to: the right to plan, direct, control, reorganize, reduce and terminate operations;

to determine the nature of services to be supplied and to determine the extent to which such services will be provided; or the scheduling of service and the methods, processes and means of service; the right to hire, select, assign, transfer, promote, demote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; the right to establish drug, alcohol and controlled substance testing; the right to subcontract; the right to relieve employees from duty because of lack of work or other legitimate reasons; and the right to introduce any new or improved methods or facilities; and the right to select any and all equipment and materials to be utilized in the operation of the McCook Fire Department.

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

ARTICLE III.

WORK STOPPAGES

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

Section 2. Union Obligations. The Union, its officers, agents and members agree that they will not authorize, ratify, permit, aid, assist, or participate in any strike, slow down, work stoppage or interference with operations, including sympathy strikes or boycotts, for any reason

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

ARTICLE IV.

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

- (a) Step 1. A grievance initiated by a bargaining unit member or by the Union on behalf of a bargaining unit member, shall first be discussed between the employee or the employee and the union steward (at the employee's request) and the immediate supervisor of the employee or employees in question in an attempt to settle the grievance. A grievance not settled pursuant to such discussion which the bargaining unit member wishes to pursue shall be placed into writing in accordance with Section 3 of this Article. The grievance must be initiated promptly, and at least within ten (10) working days after the occurrence of the event upon which the grievance is based. The immediate supervisor shall then have ten (10) working days to respond to the grievance and to give an answer to the bargaining unit member.
- (b) Step 2. A grievance not settled in Step 1 and which the bargaining unit member and the union wish to pursue further shall be initiated promptly and at least within ten (10) working days after receipt of the answer provided for in Step 1 above. A written response to employee's appeal will be required by the department head within ten (10) working days. If the matter is not resolved within the department, the employee may submit a written appeal to the City Manager within ten (10) working days following the department head's response.

- (c) Step 3. After reviewing the situation, the City Manager will respond to the employee within ten (10) working days following receipt of the appeal. The City Manager may support the department head's decision or reverse the decision. The decision of the City Manager is final.
- (d) Step 4. Within ten (10) working days of receipt of the decision in Step 3, the grievant may appeal said decision through voluntary binding arbitration.

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

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

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

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

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

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

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

Section 11. Excluded Matters. No grievance alleging discrimination under Section 1 of the Nondiscrimination Article of this Agreement shall be appealed to arbitration, unless the grievant shall execute a knowing, intelligent, and voluntary waiver of his or her right to file

charges within any federal, state, or local agency, or in any federal, state or local court with respect to said grievance. If the grievant does not choose to execute such a waiver, the grievance shall be ineligible to proceed to arbitration, and the last decision given under the grievance procedure shall be final. If the grievance alleges discrimination under Section 1 of the Nondiscrimination Article of this Agreement, the 10 working-day period to appeal to arbitration set forth in Section 3(d) of this Article shall be extended to 30 working days.

ARTICLE V.

NONDISCRIMINATION

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

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

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

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

ARTICLE VI.

HOURS OF WORK

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

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

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

ARTICLE VII.

PROBATIONARY PERIOD

New employees hired by the City as Firefighters shall be considered on probation for the first six (6) months of their employment insofar as seniority and discharge are concerned; at the end of which time, if still employed, they shall be either discharged without recourse or

placed on the seniority listing. An employee's seniority shall commence the first day of his/her employment providing he/she remains beyond six (6) months.

ARTICLE VIII.

WAGES

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

Section 2. Call Back Pay. Bargaining unit employees called back to work after completing their regular shift shall be paid a minimum of one hour call back pay.

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

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

ARTICLE IX.

WORK RULES

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

ARTICLE X.

DISCIPLINE AND DISCHARGE

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

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

- (a) Incompetency, inefficiency, or inattention to or dereliction of duty;
- (b) Dishonesty, prejudicial conduct, immoral conduct, insubordination, discourteous treatment of the public or a fellow employee, any act of omission or commission tending to injure the public service, any willful failure on the part of the employee to properly conduct himself or herself, or any willful violation of the Civil Service Act or the rules and regulations adopted pursuant to such act;
- (c) Mental or physical unfitness for the position which the employee holds;
- (d) Drunkenness or the use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation to such an extent that the use interferes with the efficiency or mental or physical fitness of the employee or precludes the employee from properly performing the functions and duties of his or her position;
- (e) Conviction of a felony or misdemeanor tending to injure the employee's ability to effectively perform the duties of his or her position; or
- (f) Any other act or failure to act which, in the judgment of the civil service commissioners, is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.

ARTICLE XI.

LAYOFF

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

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

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

- (b) The knowledge, skills, and abilities of the employee.
- (c) The performance appraisal of the employee including any recent or pending disciplinary actions involving the employee.
- (d) The employment policies and staffing needs of the department together with contract, ordinances, and statutes related thereto.
- (e) Required federal, state, or local certifications or licenses.
- (f) Seniority.

ARTICLE XII.

UNPAID LEAVES OF ABSENCE

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

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

ARTICLE XIII.

HOLIDAYS

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

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

- (a) January 1 - New Years Day
- (b) Last Monday in May - Memorial Day
- (c) July 4 - Independence Day
- (d) First Monday in September - Labor Day
- (e) Fourth Thursday in November - Thanksgiving Day

- (f) Fourth Friday in November - Day after Thanksgiving Day
- (g) December 25 - Christmas Day
- (h) December 24- ½ Christmas Eve
- (i) One floating holiday to be requested by employee in advance and approved by management in advance.

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

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

ARTICLE XIV.

VACATION

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

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

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

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

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

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

ARTICLE XV.

SICK LEAVE

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

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

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

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

40 HOUR WORK WEEK: Bi-weekly accrual - 3.60 hours
(Maximum accrual - 800 hours)

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

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

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

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

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

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

ARTICLE XVI.

BULLETIN BOARDS

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

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

ARTICLE XVII.

HEALTH INSURANCE

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

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

clarification with union representatives in achieving this collective bargaining agreement of Morbid Obesity and the extension of the Children Wellness Benefit.)

Section 3. Premium Payments. The employee agrees to pay \$80.00 per two-week period for family premium and \$20.00 per two-week pay period for single premium, from October 1, 2020 through September 30, 2025. The employee agrees to pay health insurance premiums at the following rates from October 1, 2020 through September 30, 2025:

\$20 per pay period for a single member

\$47 per pay period for employee and spouse

\$40 per pay period for employee and children

\$80 per pay period for employee and family.

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

ARTICLE XVIII.

RETIREMENT

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

Section 2. Retired Members Health Care Plan. The City and Union agree to work together to develop a plan for retired members to utilize unused sick leave to be applied towards the purchase of retirement health care coverage. The program will not be funded by City directly but shall allow, in principle, employees to use a portion of their unused sick leave for such a program. The parties agree to work together on said plan and to make a part of this contract once completed.

ARTICLE XIX.

UNIFORMS

Section 1. Benefit. The City will provide each employee required to wear a uniform with such a uniform. No uniform or part of uniform may be worn while off-duty. Such uniform shall remain the property of the City and must be returned to the City upon termination of employment. For collective bargaining union members, the City shall provide a stipend of \$750.00 per year for City approved dress attire, said stipend to be allocated to each union member at the beginning of the calendar year. Approval of attire shall be made by the Fire Chief, after discussions with the collective bargaining union members.

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

ARTICLE XX.

EMERGENCY LEAVE

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

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

ARTICLE XXI.

JURY DUTY

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

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

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

ARTICLE XXII.

SAFETY COMMITTEE

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

ARTICLE XXIII.

UNION DUES CHECKOFF

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

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

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

ARTICLE XXIV.

SCOPE OF AGREEMENT

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

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

Section 3. C.I.R. Waiver. As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2020 through September 30, 2025. This waiver also applies to any negotiations leading to the current contract covering the period of October 1, 2020 through

September 30, 2020. This waiver does not apply to negotiations covering any other period of time including negotiations for a replacement contract commencing October 1, 2015.

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

ARTICLE XXV.

DURATION

Section 1. Contract Term. This Agreement shall be in full force and effect from October 1, 2020 through September 30, 2025 only.

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

Section 3. Negotiations. The parties agree to commence negotiations for a replacement contract no later than March 1, 2020.

ARTICLE XXVI.

OUTSIDE EMPLOYMENT

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

ARTICLE XXVII.

PHYSICALS AND AGILITY TESTING

To insure wellness as well as determine long term fitness for duty, the City and Union agree to work together to develop standards for a periodic physical screening and agility testing program to be required for bargaining unit employees. This agreement will be amended once

said program is established and implemented accordingly. The final agreement shall be completed within one year of the execution of this agreement.

ARTICLE XXVIII.

VEBA MUTUAL ASSOCIATION

The City and the Union have establish a VEBA account 106 for the benefit of the bargaining unit. The funding of the VEBA account is scheduled to be made thru each of the members accrued sick leave at the time of separation of employment pursuant to Article XV, Section 8. The parties established this VEBA account through mutual effort.

IN WITNESS WHEREOF, the parties have set their hands this 21st day of September, 2020.

CITY OF MCCOOK, NEBRASKA

LIEUTENANTS COLLECTIVE
BARGAINING UNIT
MCCOOK PROFESSIONAL
FIREFIGHTERS ASSOCIATION
LOCAL 2100

By: _____
Michael Gonzales, Mayor

By: . _____
Rick Metcalf, President

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

**OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2025
ATTACHMENT "A"
PAY GRID**

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

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/01/15 - 09/30/16	14.060	14.647	15.063	15.595	16.154	16.703	17.292	17.893	18.518	19.163	19.835
10/01/16 - 09/30/17	**	**	**	**	**	**	**	**	**	**	**
10/01/17 - 09/30/18	**	**	**	**	**	**	**	**	**	**	**
10/01/18 - 09/30/19	**	**	**	**	**	**	**	**	**	**	**
10/01/19 - 09/30/20	**	**	**	**	**	**	**	**	**	**	**

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

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/01/15 - 09/30/16	19.682	20.505	21.088	21.833	22.616	23.385	24.209	25.051	25.924	26.830	27.769
10/01/16 - 09/30/17	**	**	**	**	**	**	**	**	**	**	**
10/01/17 - 09/30/18	**	**	**	**	**	**	**	**	**	**	**
10/01/18 - 09/30/19	**	**	**	**	**	**	**	**	**	**	**
10/01/19 - 09/30/20	**	**	**	**	**	**	**	**	**	**	**

** See Section 4 - Cost of Living Salary Adjustment

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

firefighters/EMT-I will receive 7.5% less than the salaries shown on this pay grid. New employees hired as firefighters/EMT-B will receive 12.5% less than the salaries shown on this pay grid.

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

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

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

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

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

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

FISCAL YEAR	CPI TWELVE MONTH PERIOD
October 1, 2020 - September 30, 2021	February 2019 - January 2020
October 1, 2021 - September 30, 2022	February 2020 - January 2021
October 1, 2022 - September 30, 2023	February 2021 - January 2022
October 1, 2023 - September 30, 2024	February 2022 - January 2023
October 1, 2024 - September 30, 2025	February 2023 - January 2024

Using the CPI as a guide, during this five year contract, the parties agree to use the February to January data as the numbers to be compared each year. The parties also agree that the data from January of the prior year in a given contract shall be divided into the current year February number to arrive at the cost of living adjustment. For example if the February, 2019 number was (252.776) and the January, 2020 number is (257.971), the difference between the two the two is (5.195) that point change is then divided by the previous period CPI (252.776). The result (.021) is then multiplied by 100 to equal the percent change (2.1%) over the previous year. Therefore, the parties agree to a 2.1% COLA for the first year of this contract (i.e. October 1, 2020 through September 30, 2021). Effective October 1, 2020, the parties agree to maintain the maximum ceiling for COLA to 4% and the minimum floor for annual COLA to 2.5% for the duration of this contract. Each year, prior to September 30th, the new cost of living adjustment based upon the CPI Twelve Month Period will be calculated and the Pay Grid will be replaced with the new cost of living adjusted amounts.

RESOLUTION NO. 2020-23

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

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

SECTION 1. That the Mayor and Council hereby ratifies the execution of the Firefighters Collective Bargaining Agreement with the McCook Professional Firefighters Association Local 2100 for the period of October 1, 2020 - September 30, 2025.

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

PASSED AND APPROVED this 8th day of September, 2020.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

CITY OF MCCOOK, NEBRASKA

AND

**MCCOOK PROFESSIONAL FIREFIGHTERS
ASSOCIATION LOCAL 2100**

**FIREFIGHTERS
COLLECTIVE BARGAINING AGREEMENT**

OCTOBER 1, 2020 - SEPTEMBER 30, 2025

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AGREEMENT

This contract made and entered into this 21st day of September, 2020 at McCook, Nebraska, by and between the City of McCook, Nebraska (hereinafter referred to as the City) and the McCook Professional Firefighters Association Local 2100 (hereinafter referred to as the Union), is for the purpose of setting forth the agreement between the parties concerning wages, hours and working conditions for employees of the City described below, establishing a mutually agreeable means of resolving grievances without work stoppages and lock-outs, and achieving the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE I.

UNION RECOGNITION

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

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

ARTICLE II.

MANAGEMENT RIGHTS

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

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

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

ARTICLE III.

WORK STOPPAGES

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

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

ARTICLE IV.

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

- (a) Step 1. A grievance initiated by a bargaining unit member or by the Union on behalf of a bargaining unit member, shall first be discussed between the employee or the employee and the union steward (at the employee's request) and the immediate supervisor of the employee or employees in question in an attempt to settle the grievance. A grievance not settled pursuant to such discussion which the bargaining unit member wishes to pursue shall be placed into writing in accordance with Section 3 of this Article. The grievance must be initiated promptly, and at least within ten (10) working days after the occurrence of the event upon which the grievance is based. The immediate supervisor shall then have ten (10) working days to respond to the grievance and to give an answer to the bargaining unit member.
- (b) Step 2. A grievance not settled in Step 1 and which the bargaining unit member and the union wish to pursue further shall be initiated promptly and at least within ten (10) working days after receipt of the answer provided for in Step 1 above. A written response to employee's appeal will be required by the department head within ten (10) working days. If the matter is not resolved within the department, the employee may submit a written appeal to the City Manager within ten (10) working days following the department head's response.
- (c) Step 3. After reviewing the situation, the City Manager will respond to the employee within ten (10) working days following receipt of the appeal. The City Manager may support the department head's decision or reverse the decision. The decision of the City Manager is final.
- (d) Step 4. Within ten (10) working days of receipt of the decision in Step 3, the grievant may appeal said decision through voluntary binding arbitration.

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

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

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

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

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

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

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

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

ARTICLE V.

NONDISCRIMINATION

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

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

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

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

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

ARTICLE VI.

HOURS OF WORK

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

Section 2. Compensatory Time. Bargaining unit employees may receive compensatory time off in lieu of overtime compensation. This compensatory time may be accrued for training sessions and meetings that the employee attends with the fire chief's approval. All compensatory time shall be calculated in accordance with the terms of the Fair Labor Standards Act and payment shall be made in accordance with the Fair Labor Standards Act and regulations issued pursuant to that statute. Bargaining unit employees may not accrue

more than 168 hours of compensatory time. Compensatory time must be approved and may be assigned by the fire chief. Employees who are unable to utilize compensatory time hours due to scheduling and manpower requirements shall receive payment for overtime compensation after reaching such limit.

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

ARTICLE VII.

PROBATIONARY PERIOD

New employees hired by the City as Firefighters shall be considered on probation for the first six (6) months of their employment insofar as seniority and discharge are concerned; at the end of which time, if still employed, they shall be either discharged without recourse or placed on the seniority listing. An employee's seniority shall commence the first day of his/her employment providing he/she remains beyond six (6) months.

ARTICLE VIII.

WAGES

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

Section 2. Call Back Pay. Bargaining unit employees called back to work after completing their regular shift shall be paid a minimum of one hour call back pay.

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

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

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

Section 5. Firefighter-in-Charge. Bargaining unit employees shall receive Lieutenant pay as outlined in Attachment "A", Section 3, attached hereto and made a part of this agreement by this reference.

ARTICLE IX.

WORK RULES

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

ARTICLE X.

DISCIPLINE AND DISCHARGE

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

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

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

- (b) Dishonesty, prejudicial conduct, immoral conduct, insubordination, discourteous treatment of the public or a fellow employee, any act of omission or commission tending to injure the public service, any willful failure on the part of the employee to properly conduct himself or herself, or any willful violation of the Civil Service Act or the rules and regulations adopted pursuant to such act;
- (c) Mental or physical unfitness for the position which the employee holds;
- (d) Drunkenness or the use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation to such an extent that the use interferes with the efficiency or mental or physical fitness of the employee or precludes the employee from properly performing the functions and duties of his or her position;
- (e) Conviction of a felony or misdemeanor tending to injure the employee's ability to effectively perform the duties of his or her position; or
- (f) Any other act or failure to act which, in the judgment of the civil service commissioners, is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.

ARTICLE XI.

LAYOFF

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

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

- (a) The multiple job skills recently or currently being performed by the employee.
- (b) The knowledge, skills, and abilities of the employee.
- (c) The performance appraisal of the employee including any recent or pending disciplinary actions involving the employee.
- (d) The employment policies and staffing needs of the department together with contract, ordinances, and statutes related thereto.
- (e) Required federal, state, or local certifications or licenses.
- (f) Seniority.

ARTICLE XII.

UNPAID LEAVES OF ABSENCE

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

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

ARTICLE XIII.

HOLIDAYS

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

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

- (a) January 1 - New Years Day
- (b) Last Monday in May - Memorial Day
- (c) July 4 - Independence Day
- (d) First Monday in September - Labor Day
- (e) Fourth Thursday in November - Thanksgiving Day
- (f) Fourth Friday in November - Day after Thanksgiving Day
- (g) December 25 - Christmas Day
- (h) December 24- ½ Christmas Eve
- (i) One floating holiday to be requested by employee in advance and approved by management in advance.

Section 3. Holiday Pay. Employees working the holiday will receive eighteen (18) hours of straight time pay for the holiday; employees not working the holiday will received twelve (12) hours of straight time pay for the holiday; and, employees on a 40-hour work week schedule

will receive eight (8) hours of straight time pay for the holiday. Such pay will not be counted as hours worked for the purpose of calculating overtime.

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

ARTICLE XIV.

VACATION

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

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

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

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

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

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

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

ARTICLE XV.

SICK LEAVE

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

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

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

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

<u>40 HOUR WORK WEEK:</u>	Bi-weekly accrual - 3.60 hours (Maximum accrual - 800 hours)
<u>159 HOUR WORK PERIOD:</u>	Bi-weekly accrual - 11.08 hours

(Maximum accrual - 2,400 hours)

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

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

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

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

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

ARTICLE XVI.

BULLETIN BOARDS

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

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

ARTICLE XVII.

HEALTH INSURANCE

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

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

Section 3. Premium Payments. The employee agrees to pay \$80.00 per two-week period for family premium and \$20.00 per two-week pay period for single premium, from October 1, 2020 through September 30, 2025. The employee agrees to pay health insurance premiums at the following rates from October 1, 2020 through September 30, 2025:

- \$20 per pay period for a single member
- \$47 per pay period for employee and spouse
- \$40 per pay period for employee and children
- \$80 per pay period for employee and family.

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

ARTICLE XVIII.

RETIREMENT

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

Section 2. Retired Members Health Care Plan. The City and Union agree to work together to develop a plan for retired members to utilize unused sick leave to be applied towards the purchase of retirement health care coverage. The program will not be funded by City directly but shall allow, in principle, employees to use a portion of their unused sick leave for such a program. The parties agree to work together on said plan and to make a part of this contract once completed.

ARTICLE XIX.

UNIFORMS

Section 1. Benefit. The City will provide each employee required to wear a uniform with such a uniform. No uniform or part of uniform may be worn while off-duty. Such uniform shall remain the property of the City and must be returned to the City upon termination of employment. For collective bargaining union members, the City shall provide a stipend of \$750.00 per year for City approved dress attire, said stipend to be allocated to each union member at the beginning of the calendar year. Approval of attire shall be made by the Fire Chief, after discussions with the collective bargaining union members.

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

ARTICLE XX.

EMERGENCY LEAVE

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

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

ARTICLE XXI.

JURY DUTY

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

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

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

ARTICLE XXII.

SAFETY COMMITTEE

One member of the McCook Professional Firefighters Association Local 2100 will represent both the Lieutenants' and Firefighters' Collective Bargaining Units as a representative on the McCook Safety Committee. The length of service on this committee is outlined under

the guidelines of the City of McCook Safety Committee. It shall be the responsibility of the bargaining unit to elect a member to serve on the Safety Committee.

ARTICLE XXIII.

UNION DUES CHECKOFF

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

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

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

ARTICLE XXIV.

SCOPE OF AGREEMENT

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

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

Section 3. C.I.R. Waiver. As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2020 through September 30, 2025. This waiver also applies to any negotiations leading to the current contract covering the period of October 1, 2020 through September 30, 2025. This waiver does not apply to negotiations covering any other period of time including negotiations for a replacement contract commencing October 1, 2020.

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

ARTICLE XXV.

DURATION

Section 1. Contract Term. This Agreement shall be in full force and effect from October 1, 2020 through September 30, 2025 only.

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

Section 3. Negotiations. The parties agree to commence negotiations for a replacement contract no later than March 1, 2025.

ARTICLE XXVI.

OUTSIDE EMPLOYMENT

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

Whenever extra duty is necessary by the City, such extra duty shall take precedence over outside employment. The Fire Chief may cancel approval of outside employment at any time.

ARTICLE XXVII.

PHYSICALS AND AGILITY TESTING

To insure wellness as well as determine long term fitness for duty, the City and Union agree to work together to develop standards for a periodic physical screening and agility testing program to be required for bargaining unit employees. This agreement will be amended once said program is established and implemented accordingly. The final agreement shall be completed within one year of the execution of this agreement.

ARTICLE XXVIII.

VEBA MUTUAL ASSOCIATION

The City and the Union have establish a VEBA account 106 for the benefit of the bargaining unit. The funding of the VEBA account is scheduled to be made thru each of the members accrued sick leave at the time of separation of employment pursuant to Article XV, Section 8. The parties established this VEBA account through mutual effort.

IN WITNESS WHEREOF, the parties have set their hands this 21st day of September, 2020.

CITY OF MCCOOK, NEBRASKA

FIREFIGHTERS COLLECTIVE
BARGAINING UNIT
MCCOOK PROFESSIONAL
FIREFIGHTERS ASSOCIATION
LOCAL 2100

By: _____
Michael Gonzales, Mayor

By: _____
Dan Hartwell, Vice President

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

**OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2020
ATTACHMENT "A"
PAY GRID**

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

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/01/15 - 09/30/16	14.060	14.647	15.063	15.595	16.154	16.703	17.292	17.893	18.518	19.163	19.835
10/01/16 - 09/30/17	**	**	**	**	**	**	**	**	**	**	**
10/01/17 - 09/30/18	**	**	**	**	**	**	**	**	**	**	**
10/01/18 - 09/30/19	**	**	**	**	**	**	**	**	**	**	**
10/01/19 - 09/30/20	**	**	**	**	**	**	**	**	**	**	**

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

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/01/15 - 09/30/16	19.682	20.505	21.088	21.833	22.616	23.385	24.209	25.051	25.924	26.830	27.769
10/01/16 - 09/30/17	**	**	**	**	**	**	**	**	**	**	**
10/01/17 - 09/30/18	**	**	**	**	**	**	**	**	**	**	**
10/01/18 - 09/30/19	**	**	**	**	**	**	**	**	**	**	**
10/01/19 - 09/30/20	**	**	**	**	**	**	**	**	**	**	**

** See Section 4 - Cost of Living Salary Adjustment

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

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

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

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

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

Section 3. Firefighters Performing as Acting Lieutenant. Firefighters who temporarily perform as Acting Lieutenants for an entire shift in the absence of their Lieutenant(s) will be compensated with Lieutenant's pay at the Lieutenant Step equivalent to their Firefighter Step pay scale.

Section 4. Performance. Movement from Step to Step on the Pay Plan shall not be automatic and shall be based upon satisfactory performance during the eligibility period.

Section 5. Cost of Living Salary Adjustment. The annual Cost of Living Salary Adjustments for this contract period will be based upon the Consumer Price Index (CPI) - All Urban Consumers, U.S. City Average, All Items, Not Seasonally Adjusted. Specifically, the index figures used are listed in the table below:

FISCAL YEAR	CPI TWELVE MONTH PERIOD
October 1, 2020 - September 30, 2021	February 2019 - January 2020
October 1, 2021 - September 30, 2022	February 2020 - January 2021
October 1, 2022 - September 30, 2023	February 2021 - January 2022
October 1, 2023 - September 30, 2024	February 2022 - January 2023
October 1, 2024 - September 30, 2025	February 2023 - January 2024

Using the CPI as a guide, during this five year contract, the parties agree to use the February to January data as the numbers to be compared each year. The parties also agree that the data from January of the prior year in a given contract shall be divided into the current year February number to arrive at the cost of living adjustment. For example if the February, 2019 number was (252.776) and the January, 2020 number is (257.971), the difference between the two the two is (5.195) that point change is then divided by the previous period CPI (252.776). The result (.021) is then multiplied by 100 to equal the percent change (2.1%) over the previous year. Therefore, the parties agree to a 2.1% COLA for the first year of this contract (i.e. October 1, 2020 through September 30, 2021). Effective October 1, 2020, the parties agree to maintain the maximum ceiling for COLA to 4% and the minimum floor for annual COLA to 2.5% for the duration of this contract. Each year, prior to September 30th, the new cost of living adjustment based upon the CPI Twelve Month Period will be calculated and the Pay Grid will be replaced with the new cost of living adjusted amounts.

**CITY MANAGER'S REPORT
SEPTEMBER 8, 2020 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 5.G. Adopt Resolution No. 2020-21 ratifying the Collective Bargaining Agreement between the City of McCook and the Fraternal Order of Police, Lodge 57 for the period of October 1, 2020 to September 30, 2022, and authorize the Mayor to sign said agreement.

BACKGROUND:

In September of 2019, the City of McCook and F.O.P. Lodge 57 entered into a collective bargaining agreement. One of the conditions of the collective bargaining agreement was that the sides would reconvene during FY 2019-2020 to amend the current agreement, implementing the results of a wage study into an updated collective bargaining agreement which would become effective October 1, 2020. The City of McCook contracted with Paul Essman to conduct the wage study. The City of McCook began the wage study process in February of 2020. In May 2020, the City of McCook received the initial draft of the wage study from Mr. Essman. While the wage study hasn't been finalized for every department (we are still working on completing precise job definitions), the information for the F.O.P. bargaining members is accurate and City staff feels comfortable the comparisons contained within the wage study are correct. In order to comply with the language of the collective bargaining agreement, it is necessary to implement the results of the initial wage study.

The wage study (for all departments, including police) includes data from 12 similarly situated towns: Alliance, Aurora, Beatrice, Crete, Gering, Holdrege, Lexington, Ogallala, Scottsbluff, Seward, Sidney, and York. Six of the towns are larger than McCook and six of the towns are smaller than McCook. Geographically, the comparable towns are in close proximity to McCook. None of the towns are twice as large as McCook or one-half the size of McCook. All 12 towns have police officers. 4 have dispatchers. 3 have detectives (or a similar position).

The wage study provides the minimum and maximum hourly wages for McCook's collective bargaining positions (police, detective, and dispatcher). It also provides the minimum and maximum hourly wages for the 12 comparable towns. When comparing McCook to the 12 comparable towns, McCook's minimum and maximum wage for police officers is in the bottom one-quarter. For dispatcher, McCook's minimum wage is at the bottom when compared to other towns, and the maximum wage is second from the bottom. For detectives, McCook's minimum and maximum wages are less than the 3 comparable towns.

Staff is proposing adjusting all three positions (police officer, detective, and dispatcher) to the median minimum and maximum wages culled from the wage study. The median minimum and maximum wages for police officers according to the study are \$19.85 to \$27.34, a difference of \$1.55 and \$2.55, respectively. The median minimum and maximum wages for detectives according to the study are \$22.56 to \$30.01, a difference of \$2.64 and \$2.39, respectively. The median minimum and maximum wages for dispatchers according to the study are \$15.01 to \$19.45, a difference of \$1.11 and \$0.60, respectively.

In 2015, the City of McCook and F.O.P. agreed to adopt a step schedule. The step schedule was used to determine the rate of pay for F.O.P. employees. Each step of the step schedule represents one year of employment. The step schedule extends to 8 steps. At the expiration of the steps, the employee will be "maxed out" and will only receive cost of living

wage increases. In order to situate each of the employees, Staff has proposed placing each of the employees on the step that most closely corresponds to the employee's current tenure with the City of McCook. Under the proposed contract, new employees that start on Step 1 would recognize a starting wage increase of \$1.69 (ie. an increase from the current starting wage of \$18.162 to the proposed new starting wage of \$19.850). Employees that were situated at Step 8 would recognize a wage increase of \$2.41 (ie. an increase from the current Step 8 of \$24.691 to the proposed new Step 8 of \$27.338). The F.O.P. has agreed to make some tenure adjustments to make the proposal work, meaning that not all of the employees will be placed on the step that corresponds to years of service. However, placement on the step schedule for purposes of this agreement does not alter seniority for other purposes. One more important note, the F.O.P. has agreed to waive COLA for one year while we tune the step schedule to position the collective bargaining unit members onto the new scale. In Fiscal Year 2021-2022, COLA would be reintroduced to the step schedule in order to ensure the City of McCook is remaining competitive.

Ultimately, the proposed change in wages as a result of the negotiated agreement is \$50,393.82. This change is sizeable, but manageable. Ultimately, Staff believes this new agreement will offer positive benefits. Offering a more competitive wage will hopefully make the City of McCook a more attractive place to work, expanding our candidate pool. Recently, the City of McCook has experienced a substantial reduction in police personnel applications. Part of the reason for the lack of interest can be attributed to the lower wages. A second positive benefit of the agreement could be employee retention. It requires a lot of time, money, and energy to train new officers. It has been the City of McCook's position that when you have a good employee, steps must be taken to retain the employee. Offering a competitive wage will help retain our employees.

One item the City of McCook requested of the F.O.P. per the negotiations was to extend the contract 2 years. Typically, the F.O.P. collective bargaining agreement extends for a 2 year period. Currently, we are scheduled to renegotiate the contract this fiscal year due to the fact these changes are an agreed upon amendment to last year's contract. Staff asked for the extension to allow for our new police chief to get accustomed with our department prior to making any additional changes to our agreement. The F.O.P. has agreed to the extension.

FISCAL IMPACT:

This agreement will result in the increase of wages by \$50,393.82.

APPROVALS:



Lea Ann Doak, City Clerk

September 2, 2020



Nate Schneider, City Manager

September 2, 2020

RESOLUTION NO. 2020-21

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, 2020 - September 30, 2022.

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

PASSED AND APPROVED this 8th day of September, 2020.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

City of McCook

Police Officer

Input Point	Job Title	Hourly Wage	
		Minimum	Maximum
Alliance	Police Officer	\$18.38	\$25.34
Aurora	Police Officer I & II	\$18.31	\$31.74
Beatrice	Police Officer	\$19.91	\$27.09
Crete	Police Officer	\$20.50	\$27.73
Gering	Police Officer	\$21.48	\$29.35
Holdrege	Patrol Officer	\$17.71	\$23.80
Lexington	Police Officer	\$21.48	\$28.56
Ogallala	Police Officer	\$16.29	\$23.19
Scottsbluff	Patrol Officer	\$20.27	\$28.52
Seward	Police Officer I & II	\$19.78	\$27.44
Sidney	Police Officer	\$19.28	\$25.64
York	Police Officer	\$21.43	\$27.24
	Mean	\$19.57	\$27.14
	Median	\$19.85	\$27.34
	Midpoint	\$19.71	\$27.24
McCook		\$18.16	\$24.69
	% Change (Midpoint -Local)/Local	8.52%	10.32%
	\$ Increase/Decrease	\$1.55	\$2.55

City of McCook

Detective

Input Point	Job Title	Hourly Wage	
		Minimum	Maximum
Alliance			
Aurora			
Beatrice			
Crete			
Gering	Detective	\$24.26	\$32.41
Holdrege			
Lexington	Investigator	\$22.56	\$30.01
Ogallala			
Scottsbluff			
Seward			
Sidney	Lieutenant	\$22.31	\$29.67
York			
	Mean	\$23.04	\$30.70
	Median	\$22.56	\$30.01
	Midpoint	\$22.80	\$30.35
McCook		\$20.16	\$27.96
	% Change (Midpoint -Local)/Local	13.10%	8.56%
	\$ Increase/Decrease	\$2.64	\$2.39

City of McCook

Dispatcher

Input Point	Job Title	Hourly Wage	
		Minimum	Maximum
Alliance	Public Safety Dispatcher	\$14.24	\$18.67
Aurora			
Beatrice	Public Safety Dispatcher	\$15.18	\$20.67
Crete			
Gering			
Holdrege	Dispatcher	\$15.59	\$19.17
Lexington	Dispatcher	\$14.83	\$19.72
Ogallala			
Scottsbluff			
Seward			
Sidney			
York			
	Mean	\$14.96	\$19.56
	Median	\$15.01	\$19.45
	Midpoint	\$14.98	\$19.50
McCook		\$13.87	\$18.90
	% Change (Midpoint -Local)/Local	8.02%	3.18%
	\$ Increase/Decrease	\$1.11	\$0.60

CITY OF McCOOK, NEBRASKA

AND

FRATERNAL ORDER OF POLICE LODGE 57

COLLECTIVE BARGAINING AGREEMENT

OCTOBER 1, 2020 - SEPTEMBER 30, 2022

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AGREEMENT

This contract made and entered into this 30th day of September, 2020 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 after completing their regular shift and being off duty before being called in to work, shall receive one and one-half hour (1.5) 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). As consideration for wage adjustments attributable to the wage study completed for bargaining year 2020-2021, the collective bargaining unit agrees that no cost of living increase will be calculated into the step schedule until the 2021-2022 fiscal year.

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. Dispatchers are eligible for an additional 5% of Base Pay for the following assigned Premium Pay Position - Training Dispatcher. 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.

Additionally, Certified Law Enforcement Officers who temporarily perform as Acting Sergeants for at least three (3) scheduled shift in the absence of a Supervisor, will be compensated the Premium Pay Rate of 5% of their base pay. 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.

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. Employee's 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 Reemployment 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 1New Year's Day
- (b) May; Last Monday.....Memorial Day
- (c) July 4.....Independence Day
- (d) September; First Monday Labor Day
- (e) November; 4th ThursdayThanksgiving Day
- (f) November; 4th FridayAfter Thanksgiving Day
- (g) 1/2 of December 24..... Christmas Eve
- (h) December 25..... Christmas Day
- (i) One floating holiday

Section 3. Floating Holiday. The Floating Holiday referred to above is 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. 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 22 nd 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. 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 twenty-four (24) working hours for

non-sworn officers 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 member's 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, 2017 through September 30, 2019):

\$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 \$150.00 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, must report to work within one hour if four (4) consecutive work hours or more remain in the work day. 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 Director 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 Employee's 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 and 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, 2020 through September 30, 2022.

IN WITNESS WHEREOF, the parties have set their hands this 21st day of September, 2020.

CITY OF McCOOK, NEBRASKA

FRATERNAL ORDER OF POLICE
LODGE 57

BY _____
Michael Gonzales, Mayor

BY _____
William Watts, President

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

ATTACHMENT A - Step Schedule

October 1, 2020 - SEPTEMBER 30, 2022

Police - Union Contract

Contract Year	Step 1	4.25% Step 2	4.50% Step 3	4.50% Step 4	4.50% Step 5	5% Step 6	5% Step 7	5% Step 8
10/1/2020 - 9/30/2022	\$ 19.850	\$ 20.694	\$ 21.625	\$ 22.598	\$ 23.615	\$ 24.796	\$ 26.036	\$ 27.338

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	4% Step 2	4% Step 3	4% Step 4	4% Step 5	4% Step 6	4.50% Step 7	4.75% Step 8
10/1/2020 - 9/30/2022	\$ 22.560	\$ 23.462	\$ 24.400	\$ 25.376	\$ 26.391	\$ 27.447	\$ 28.682	\$ 30.044

Dispatch - Union Contract

Contract Year	Step 1	3.70% Step 2	3.70% Step 3	3.70% Step 4	3.70% Step 5	3.80% Step 6	3.80% Step 7	4.00% Step 8
10/1/2020 - 9/30/2021	\$ 15.010	\$ 15.566	\$ 16.141	\$ 16.738	\$ 17.357	\$ 18.017	\$ 18.702	\$ 19.450

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

**Cost Of Living Adjustments (COLA) for the contract year of October 1, 2021- September 30, 2022, 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 2021 and January 2022. Using the CPI as a guide, during the two (2) years of this contract, the annual across the board increase will not exceed the maximum of 4.5% nor go below the minimum of 2% as agreed upon and stated in Article 9, Section 4 of this agreement. There will be no COLA adjustments for any of the bargaining unit members in the fiscal year 2020-2021. This COLA policy will begin on October 1, 2021.

