

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, March 15, 2021
5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Citizen Comments.
2. Announcements & Recognitions.
3. McCook Keno, LLC.
 - A. Adopt Resolution No. 2021-05 approving an agreement with McCook Keno, LLC for the operation of a keno-type lottery in the City of McCook for a period of five years.
 - B. Adopt Resolution No. 2021-06 approving Outlaws 1882 Saloon as a Sales Outlet location for the operation of keno-type lottery.
4. Proclamations.
 - A. Approve the proclamation designating March 18, 2021 as "Natural Gas Utility Workers' Day" and authorize the Mayor to sign.
5. Consent Agenda.
 - A. Approve the minutes of the March 1, 2021 regular City Council meeting and the March 4, 2021 special 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 reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on April 3, 2021 from 12:00 P.M. to 1:00 A.M.
 - C. Adopt Resolution No. 2021-03 approving the execution of an Agency Agreement with the Nebraska Department of Transportation, Aeronautics Division, for Grant No. 3-31-052-017-2021 and authorize the Mayor to sign.
 - D. Approve Resolution No. 2021-04 amending and updating the City of McCook's Employee Handbook.
 - E. Approve the request from Ronda Graff to utilize city streets and walking trails for the 2021 Republican River Fitness Series on the following dates: March 27, May 6, May 13, June 26, September 25, November 20, and December 18, 2021.
 - F. Approve specifications for the 2021 Armor Coating Project and set the time and date to receive bids as 2:00 P.M., March 29, 2021.

- G. Receive and file the Financial Report for the period ending February 28, 2021.
- 6. Regular Agenda.
 - A. Report from the McCook Chamber of Commerce - 2021 First Quarter Report.
 - B. Request from Richard Haag for the purchase of the property owned by the City of McCook legally described as Lot Seven (7), Block Twenty-two (22), Original Town of McCook, Red Willow County, Nebraska.
 - C. Confirm the emergency purchase of services for the repair of Wieland Field and "L" Street storm sewer in accordance with Section 34.33 of the City of McCook Code of Ordinances.
 - D. Introduce and approve on its first reading Ordinance No. 2021-3014 providing for the amendment of Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2021-3014 upon its first reading.
 - E. Introduce and approve on its first reading Ordinance No. 2021-3015 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2021-3015 upon its first reading.
 - F. Discussion regarding the "Citizen's Comments" portion of the McCook City Council meetings.
 - G. Presentation from City Attorney, Nathaniel Mustion, regarding an update on land banks.
 - H. Council Comments.
- Adjournment.

CITY MANAGER'S REPORT
MARCH 15, 2021 CITY COUNCIL MEETING

- ITEM 3.A. : Adopt Resolution No. 2021-95 approving an agreement with McCook Keno, LLC for the operation of a keno-type lottery in the City of McCook for a period of five years.
- ITEM 3.B. : Adopt Resolution No. 2021-96 approving Outlaws 1882 Saloon as a Sales Outlet location for the operation of a keno-type lottery.
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BACKGROUND

The City's agreement with McCook Keno, LLC to operate keno within McCook expired January 2021. The City has been operating under the 2016 contract which had a 5 year term. At the time the Council approved the 2016 contract, it explored potentially raising the percentage the City receives from McCook Keno, LLC's gross proceeds from operating within the City. However, the decision was made to keep the percentage at 6% because of a fear that a raise in the percentage would have diminishing returns if fewer people played because of the lower payouts. At the time, McCook was receiving as much or more than communities our size that also had Keno.

Attached to this Report are the Nebraska Gaming Commissions Yearly reports for the years 2017 through 2020. As the Council will see, McCook remains very competitive in its yearly receipts from Keno when compared to other communities our size. Staff remains concerned that if the percentage the City received were increased it would have diminishing returns. Thus, staff recommends that the percentage the City receives from McCook Keno's gross receipts should remain at 6%. Staff believes that adding another location may serve as a catalyst for further growth in Keno receipts without hurting the current locations.

RECOMMENDATION:

- ITEM _____ : Adopt Resolution No. 2021-___ approving an agreement with McCook Keno, LLC for the operation of a keno-type lottery in the City of McCook for a period of five years.
- ITEM _____ : Adopt Resolution No. 2021-___ approving Outlaws 1882 Saloon as a Sales Outlet location for the operation of a keno-type lottery.

APPROVALS:



Nathan A. Schneider, City Manager

March 8, 2021

Nathaniel J. Mustion, City Attorney

March _____, 2021

RESOLUTION NO. 2021-05

WHEREAS, the City Council of the City of McCook finds and determines that it is in the best interests of the City to continue to operate a municipal keno-type lottery in the City; and

WHEREAS, it is further in the best interests of the City to extend the contract with McCook Keno, L.L.C., a Nebraska limited liability company, to operate the keno-type lottery on behalf of the City for an additional five (5) year period.

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

SECTION 1. That the Agreement providing for the operation of a keno-type lottery in the City for an additional period of five (5) years between the City of McCook, Nebraska, a municipal corporation, and McCook Keno, L.L.C., a Nebraska limited liability company, marked as Exhibit "A", attached hereto and incorporated herein by this reference, is hereby approved, and the Mayor is hereby authorized to execute such agreement.

SECTION 2. That this resolution shall be in full force and effect immediately upon its passage and adoption.

SECTION 3. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 15th day of March, 2021.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

AGREEMENT

This Agreement is made and entered into on this ____ day of March, 2021, by and between McCook Keno, L.L.C., a Nebraska limited liability company, hereinafter called "Operator," and the City of McCook, Nebraska, a municipal corporation, hereinafter called the "City."

WHEREAS, Operator is authorized to conduct business pursuant to the statutes of the United States and of the State of Nebraska;

WHEREAS, a majority of the vote by the registered voters of the City of McCook, Nebraska were cast in favor of authorizing the establishment of a municipal lottery;

WHEREAS, the City Council of McCook, Nebraska authorized such a lottery to be established and requested proposals for a keno-type lottery to be operated by an independent contractor lottery operator;

WHEREAS, the Operator's proposal for operating a lottery was accepted by the City of McCook, Nebraska; and

WHEREAS, in May 2006, the City conferred upon Operator the exclusive right to operate for the City, a legal keno-type lottery, within the City for a period of six (6) years.

WHEREAS, in January 2016, the City renewed its agreement with Operator for an additional five (5) years.

WHEREAS, the Operator and the City are now agreeable to entering into a contract extension for an additional five-year term commencing on the date of this Agreement.

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

1. DEFINITIONS

- A. Gross Proceeds. "Gross Proceeds" shall mean the total aggregate receipts received from the conduct of the lottery without any reduction for prizes, discounts, taxes or expenses and shall include receipts from admissions costs, any consideration necessary for participation, and the value of any free tickets, games or plays used; but shall not include any amounts received from the sale of concessions or any other legitimate business operations as authorized hereinbelow.
- B. Expenses. "Expenses" shall mean:
- (1) all costs associated with the purchasing, printing, or manufacturing of any items to be used or distributed in the lottery;
 - (2) all office or clerical expense in connection with the lottery;
 - (3) all promotional expenses for the lottery;

- (4) all salaries of persons employed to operate, conduct, or supervise the lottery;
- (5) any rental or lease expense related to the lottery;
- (6) any fee or commission paid to any person associated with the lottery;
- (7) license fees paid to the department; and
- (8) any other costs associated with the conduct of the lottery, but not including taxes paid pursuant to Neb. Rev. Stat. §9-648 or prizes awarded to participants.

C. Keno Lottery or Keno-Type Lottery. "Keno Lottery" or "Keno-Type Lottery" shall mean any lottery as permitted by Neb. Rev. Stat. §9-607(1)(c)(ii).

D. Others. For the purposes of this Agreement and except for those definitions expressly set forth herein, unless the context otherwise requires, the definitions found in the Nebraska County and City Lottery Act, Neb. Rev. Stat. §9-601 et seq., and any rules and regulations promulgated thereunder shall be used.

2. **RIGHT TO OPERATE.** The City herewith grants to the Operator the exclusive right to operate, for and on behalf of the City, a legal, keno-type lottery, as authorized by the Nebraska County and City Lottery Act, Section 9-601 et seq., R.R.S. (Reissue, 1997), and pursuant to Rules and Regulations duly promulgated by the Nebraska Department of Revenue. Such operation shall be controlled directly by the Operator and be located within the Corporate boundaries of the City; provided, any transfer of ownership rights in Operator shall void this Agreement automatically, unless the transfer is first approved in writing by the City.

3. **RENEWAL OF AGREEMENT.** The term of Operator's exclusive right to operate said lottery shall be extended for an additional five (5) years from the date of this Agreement and shall terminate on January 18, 2021. This agreement may be renewed for subsequent terms under the same conditions set forth herein upon mutual consent of both parties. The City shall retain the right to review the operation at least yearly and it may promulgate necessary and appropriate rules and regulations for the operation consistent with those of the Nebraska Department of Revenue for gaming operations.

4. **LOTTERY FACILITIES.**

A. The Operator agrees to operate a keno-type lottery from one or more locations, referred to as a Sales Outlet location(s). Initially the Operator agrees to operate at Old Sarge's Bar, Inc., Loop Brewing Company, LLC, and TJ's Family Fun Center, Inc., but may, with approval of the City Council, open other locations within the City.

B. The Operator may not change the Sales Outlet location(s), or establish additional locations without the prior approval of the City Council, which approval shall not be unreasonably withheld.

- C. The parties recognize that the liquor operations will be conducted separately by the Sales Outlet location. In the event the location should discontinue liquor operations for any reason, then this Agreement may, upon application by either party, be amended to provide a different location of play or such other changes as may be required to continue the operation of the keno lottery.
 - D. The Operator shall require the Sales Outlet location to maintain the premises in a clean and sanitary condition and in conformance with all applicable health and safety laws and regulations. Repeated failure to maintain the premises as required may result in revocation of the premises as the approved location for the keno lottery. Such revocation must be approved by the City.
5. **COMPLIANCE WITH LAW.** The Operator agrees to strictly comply with and conform to the requirements, provisions, and conditions of the Nebraska County and City Lottery Act, Neb. Rev. Stat. § 9-601 *et seq.*, together with any and all other federal, state, and local laws and administrative rules and regulations promulgated by the Nebraska Department of Revenue.
6. **LICENSING.**
- A. The Operator agrees to have the keno-type lottery game or games in operation promptly as licensing allows following notification of the City's acceptance of the Operator's proposal. The Operator shall not permit any participation in the keno lottery in exchange for any consideration without actual possession of the required lottery operator's license from the State of Nebraska.
 - B. The Operator shall maintain a valid operator's license, as required by Neb. Rev. Stat. § 9-630, at all times during the term of this Agreement.
 - C. This Agreement shall be specifically conditional upon the Operator maintaining all of the necessary licenses and approval from the Nebraska Department of Revenue and any other governmental agencies or authorities which are necessary in order to conduct a keno-lottery pursuant to the Nebraska County and City Lottery Act.
7. **LOTTERY TICKETS.** The Operator shall provide the expertise, equipment, services, supplies, locations; and financing necessary to operate the keno-type lottery on behalf of the City. Each outside ticket used in the keno lottery shall have the City's name printed clearly thereon, and shall bear numbers, which numbers shall be in sequence. No such ticket shall be sold unless the name of the City and number are printed thereon.
8. **DIVISION OF OPERATION PROCEEDS.**
- A. The gross amount of monthly proceeds shall be divided and turned over as follows after the winning tickets have been paid, to wit:
 - (1) Paytable is based on 74% payout; Payout is based on 78% with the additional 4% to be used for special games and promotional games at the discretion of the Operator.

- (2) Two percent (2%) of the gross to the Nebraska State Tax Commissioner, paid by Operator to the City for transmittal by the City Treasurer.
 - (3) The Operator's total receipt shall be limited to fourteen percent (14%) of the gross.
 - (4) The remaining monies (that being up to 10%, depending on whether special or promotional games are run) will be paid to the City; provided, it is understood and agreed that the minimum amount paid to the City each month shall be six percent (6%) of the gross amount of the monthly proceeds.
- B. It is further agreed that the City shall not be held liable for any expenses of said operation and the City's exposure; if any, shall be limited to its share of the total gross receipts.
 - C. From its share of the total gross receipts, the Operator shall be responsible for any and all necessary expenses of operations and it shall pay the same on a timely basis, holding the City completely harmless for said payments. Operator's expenses include, but are not limited to, all those necessary for daily operation of the keno-style lottery as set forth in Paragraph 1B (1-8) herein.
 - D. It is understood by the City that the City's share of up to ten percent (10%) set forth in this paragraph is based on statistical odds over an infinite period of time.
 - E. For each month where the total prize payout is less than the target payout percentage, the difference between the target payout percentage and the actual percentage paid, together with the uncollected winnings, shall be retained in a bank account hereinafter referred to as the "keno proceeds account". For each month where the total prize payout is greater than the target payout percentage, the Operator shall utilize any funds in the keno proceeds account to pay the total prize payout.
 - F. During any month in which the prizes paid to players exceeds the amount needed to pay the state's 2%, the City's minimum 6%, and the Operator's 14%, to the extent that additional funds are needed to pay these specified amounts, the Operator may, from time to time, be required to loan money to the keno proceeds account. In such event, the Operator shall be repaid, without interest, from the keno proceeds account for all loans, which were made to the account for the purpose of paying the winners, the state, the city's minimum 6% or itself in subsequent months. In the event this occurs, proceeds in subsequent months shall be applied in the following order of priority:
 - (1) Winners and State Tax;
 - (2) City - For Current Month's minimum payment (Six percent [6%]).

- (3) Operator - For Current Month's payment (Fourteen percent [14%]);
- (4) Operator - For unpaid Operator's payments due to the payment of prizes in a previous month(s). Said money shall be paid to Operator in subsequent months until the difference is fully satisfied, without interest;
- (5) Operator - For loans made by the Operator, without interest.
- (6) City - Balance...not more than (ten percent [10%]), for current month.

In no event shall the Operator pay to the City with respect to any calendar month, or portion thereof, an amount less than six percent (6%) of the gross proceeds as City's share, plus an additional two percent (2%), to be used by the City to pay the state tax pursuant to Neb. Rev. Stat. §9-648 for said period, or such other amount as the City is required to pay to others.

- G. The payment of proceeds to the City shall be made no later than fifteen (15) days following the last day of the keno lottery operations for each month and shall be accompanied by the monthly financial report as provided for in Paragraph 9 of this Agreement. The date of mailing of said remittance shall be deemed the date of payment thereof.

9. **RECORD KEEPING AND AUDITING.**

- A. The Operator agrees to maintain or cause to be maintained complete books and records of all operations associated with the operation of the keno lottery, including, but not limited to, all costs and proceeds associated with the keno lottery and concession sales at the Operator's expense. All books and records must be sufficient to comply with the provisions of the Nebraska County and City Lottery Act, Neb. Rev. Stat. §9-601 *et seq.*, and the rules and regulations promulgated thereunder. The Operator shall submit to the City monthly financial reports for said operation no later than fifteen (15) days following the last day of each month's operation. Such monthly reports shall contain all information necessary to complete any report required by law, rules or regulations, including information related to proceeds, expenses, taxes, fees, maintenance, and commissions for the month reported. The City may, at its option, request that any report be submitted weekly.
- B. The City shall have the right, upon reasonable notice, to review and examine all books and records of the Operator relating to the keno lottery operations, sales of concessions, and other legitimate business operations conducted at the keno lottery locations. Additionally, the City shall have the right to conduct or cause to be conducted an audit of the Operator's books and records at any other time as well. If the City elects to retain outside auditors in the performance of such audit, the City shall pay for such audit.
- C. At the City's request, the Operator agrees to provide to the City, and keep current, financial statements of the Operator, each officer or director of the Operator, each member of the Operator, and all shareholders of the Operator owning greater than five percent (5%) of the outstanding equity of the Operator. The financial statements of the Operator shall be prepared by an

independent certified public accountant. The Operator shall prohibit the transfer of its shares or equity interest to anyone not disclosed to the City at the time of submission of its proposal without prior approval of the City.

- D. The Operator agrees to notify the City within thirty (30) days of the commencement of any litigation, whether civil or criminal, involving the Operator, any officer, director, or member of the Operator, any shareholder of the Operator, or any keno manager. In addition, the Operator agrees to notify the City of any violation of the applicable laws, rules and regulations governing keno lottery operations committed by an employee of the Operator within twenty-four (24) hours of the time the Operator knows of the violation.
 - E. The Operator shall be responsible for all federal, state, and local taxes, licensing, and reporting requirements for itself, the City, and lottery winners as provided or permitted by law; except that the City shall be responsible for payment of the two percent (2 %) lottery tax imposed upon it pursuant to Neb. Rev. Stat. §9-648, but the Operator shall remit to the City the funds necessary for payment of the tax, and prepare any report therefor. The Operator shall register with the Internal Revenue Service pursuant to §4412 of the IRS Code, and pay the required occupation tax, unless the keno lottery operation conducted by the Operator is not subject to the federal excise tax on wagering imposed under §§4401 et seq of the Internal Revenue Code of 1954. The Operator shall submit to the City a copy of all reports of any kind filed with the Nebraska Department of Revenue or the Internal Revenue Service within ten (10) days of such filing.
 - F. All gross proceeds of the keno lottery, except that portion paid out in cash prizes of Five Hundred Dollars (\$500.00) or less, shall be deposited in a separate bank account maintained at a bank of the City's choosing. All expenses and prizes, except cash prize payouts of Five Hundred Dollars (\$500.00) or less, shall be paid by check drawn on said bank account.
 - G. Any change or adjustment of the tax percentage due by the State or Federal government shall require the Operator and the City to recalculate the percentages paid to the parties out of the remaining gross proceeds after winning tickets. Recalculations shall take effect as of the date the modified tax requirements are imposed.
 - H. In the event this Agreement is terminated or forfeited prior to the expiration of its term, the Operator shall immediately submit to the City a financial report prepared as would otherwise be required showing all required information for the time which has elapsed since the period for which the payment was made. Payment for said period shall be due to the City with fifteen (15) days following the termination.
10. **CITY RULES AND REGULATIONS.** Operator agrees to comply with all City rules and regulations that are in addition to State requirements. Said rules and regulations shall be available to Operator in printed form.
11. **INSURANCE.** The Operator shall carry and certify to the City: (1), Public Liability insurance coverage with a minimum limit of \$1,000,000 per occurrence

with the City being named as an additional insured thereunder; (2) Property Coverage against perils of loss designated as "special form" to the value determined by Operator for "Keno Type Equipment," at any location where the Keno game is operated in the City; and (3) Worker's Compensation and Employers Liability for any employees other than employees exempt from such coverage.

12. **OWNERSHIP OF SYSTEM.** The City acknowledges Operator's proprietary rights in and to the complete system's specifications as set out herein. Full right, title and interest to all aspects and components of the lottery system installed pursuant to this Agreement including its business practices and trade secrets will remain in Operator, and Operator will be entitled to reclaim the same after termination of the Agreement.
13. **NONDISCLOSURE OF OPERATOR'S METHODS.** The City agrees that it will not disclose to any other person or entity any information concerning the production, computer programming, security methods, or any other method of process purchased or developed by the Operator to establish or operate the keno-style lottery operation pursuant to this Agreement.
14. **COMPLIANCE WITH LAWS.** The Operator agrees to maintain a state operator's license at its expense, and to cause said keno-type lottery operation to conform to the laws of the State of Nebraska, the ordinances of the City, and any all applicable federal statutes. In the event any law, rule or regulation or ordinance, not in effect at the date of this Agreement shall change and adversely affect operations of the keno-type lottery, the Operator shall have a reasonable time to revise said keno-type lottery to conform to said changes. In the event any law is passed or a rule, regulation, or ordinance is adopted to cause said operation to become economically impossible, the Operator shall have the right to cancel this Agreement without cost or penalty. The Operator shall be responsible for the operation of the keno lottery at each location in strict compliance with this Agreement and all laws, rules and regulations governing keno lottery operations.
15. **HOURS OF OPERATION.** The available hours of operation that the Operator may conduct the keno lottery are between 6:00 A.M. and 1:00 A.M. Sunday through Saturday. The actual hours of operation will be determined by mutual consent between the City and the Operator by considering the most effective and efficient times to operate.
16. **APPROVAL OF EQUIPMENT AND SECURITY.**
 - A. Prior to commencing operation, the Operator shall, if requested, submit for inspection, testing, and approval all lottery equipment proposed to be used in the keno lottery operation. Said inspections and tests shall be conducted by the City or its designate(s), including but not limited to, the Nebraska Department of Revenue, Federal Bureau of Investigation (FBI), other governmental or law enforcement agencies, or independent testing or auditing firms. Any such inspection may be in addition to any required by state law. Inspections or tests may also be conducted at any time during the course of this Agreement by the City or its designate(s) without prior notice. The City retains the right to reject any lottery equipment not meeting its approval. In the event of rejection, the Operator shall immediately discontinue use of such

lottery equipment and provide sufficient lottery equipment to perform its duties under this Agreement.

- B. The Operator shall be required to install and maintain security devices and measures to ensure the integrity, honesty and fairness of the keno lottery operation. Such security system is subject to the approval of the City, which approval shall not be unreasonably withheld. The security system is subject to inspection and testing at any time without prior notice in the same manner described in 16A.
 - C. One (1) copy of the detailed plans, drawings, and specifications of the security system, outlining in specific detail the system and devices to be used shall be kept on file, in a secured place, in the office of the Keno Administrator (or other City official). The same shall be available only to individuals authorized by the Keno Administrator, as well as a representative of the City Council, with the concurrence of the Operator, to have access to the same for the purpose of ensuring compliance with this Agreement, and in particular Paragraph 16B above. Any such material shall not be construed to be a public record. The Operator shall keep this information continually current.
17. **NOTICE OF INTERRUPTION.** In the event that the Operator shuts down or intends to shut down the whole keno-type lottery operation for longer than seven (7) days, other than for legal holidays, Operator shall notify the City of the interruption as soon as possible, and advise the City of the anticipated length of interruption.
18. **PLAY OF EMPLOYEES.** The Operator shall be prohibited from participating in the keno-type Lottery. Employees of the Sales Outlet location shall be prohibited from playing keno while they are writing keno at the location.
19. **OTHER GAMING.** In the event that the State of Nebraska expands the nature and type of gaming which can be authorized by City government, the City agrees that Operator shall be given the right to conduct such gaming on behalf of City upon mutually agreeable terms and conditions, said terms being based on the then usual and customary terms being offered to Operators by County and City governments.
20. **DEFAULT.** The Operator shall be deemed in default of this Agreement upon happening of any of the following events:
- A. Insolvency of the Operator;
 - B. The filing of a petition of bankruptcy for the protection, under chapters 7, 11, or 13 of the Bankruptcy Code, of the Operator, any officer, director, or member of the Operator, or any shareholder of the Operator owning greater than five percent (5%) of the outstanding equity of the Operator;
 - C. The conviction of the Operator, any officer, director, partner, or employee of the Operator, or any shareholder of the Operator of a felony relating to the honesty or trustworthiness of the Operator in performance of this Agreement or in the performance of any other gaming operation. Convictions of other crimes involving moral turpitude or of such a nature as, in the opinion of the City, may in any way adversely reflect upon the keno lottery operation or the

City, or in any way give the appearance of impropriety, shall give the City, by and through the City Council, the right to request the removal of any such person. Failure to honor such request will constitute breach of this Agreement;

- D. The failure to comply with any federal, state, or local law, or rules and regulations pertaining to the operation of the keno-type lottery;
 - E. The failure to commence operation as required by this Agreement or the interruption or cessation of operations at any keno lottery location for:
 - (1) A continuous period of more than seven (7) days without written approval from the City; or
 - (2) Twenty-one (21) days of interruption accumulated during any six (6) month period without approval of the City; excluding any regularly scheduled closed days;
 - F. The failure to provide material information, the furnishing of false information, or the omission of material information as required to be disclosed by the Operator under this Agreement, the Specifications for Lottery, or the Operator's proposal, all incorporated and made a part hereof by reference;
 - G. Any attempt to evade any material provision of the Agreement, or the practice of any fraud or deceit upon the City or patrons of the keno lottery operation;
 - H. The failure to cooperate with any certified public accountant performing audit functions provided for by this Agreement, the City Council, officials of the Department of Revenue, or any other public authority empowered to monitor or enforce this Agreement; or
 - I. Any breach of this Agreement, all terms of which are stipulated as being material.
21. **PERFORMANCE BOND.** The Operator shall provide a performance and payment bond in the form of a corporate surety acceptable to the City in the penal sum of Twenty-five Thousand Dollars (\$25,000.00); such bond to guarantee the Operator's full and complete performance of this Agreement, including payment to the City of all sums due hereunder and payment of all prize claims. Such bond shall provide that any termination or cancellation during the term of the Lottery Operator Agreement shall not be effective unless and until a replacement bond in form and surety satisfactory to the City has been filed with the City. Failure of the Operator to continuously maintain such bond during the term of this Agreement shall be deemed a material breach thereof. In lieu of said bond, the Operator may file with the City an irrevocable letter of credit issued by a local bank or other financial institution in the amount of Twenty-five Thousand Dollars (\$25,000.00). The form of the letter of credit and institution upon which it is drawn must be approved by the City.

22. **LIABILITY AND INDEMNIFICATION.**

- A. The Operator shall bear sole responsibility and shall hold harmless and indemnify the City from all claims, including all sums reasonably expended for attorney's fees in the defenses of any claims or loss arising from the operation of or failure to operate the keno lottery. Such claims shall include, but not be limited to, claims regarding the ownership, selection, possession, use, leasing, renting, operation, control, maintenance, delivery, and installation of equipment provided by the Operator. The Operator further agrees to hold harmless and indemnify the City for any and all loss, damage, injury and claims arising and/or resulting from the conduct of keno lottery, including, but not limited to, bodily injury to third parties or damage to property, financial loss by reason of entitlement to or settlement of prizes exceeding net proceeds, failure by the Operator or its employees and agents to comply with the terms of this Agreement, and all injury or damage that may result from any operations or services rendered under the terms and conditions of this Agreement whether or not resulting from a negligent act or omission of the Operator.
- B. The Operator shall bear full responsibility and liability for any and all prizes in the operation of the keno lottery and shall be solely responsible for honoring and paying all prize claims. The Operator shall pay all prizes in the manner and at the time required by this Agreement or applicable law, rule, or regulation. As specific and primary security for the Operator's performance of this obligation:
- (1) Prior to commencing operation, the Operator shall comply with Paragraph 21 herein. In the event the Operator offers a progressive keno game with a prize exceeding the maximum possible prize in a regular game, the Operator must maintain the cash reserve or alternative security in an amount not less than the sum of the maximum prize possible to be won in the regular game plus the amount available to be won in the progressive game.
 - (2) The City, by and through the City Council shall have the right to withdraw amounts from the reserve or security in the event the Operator fails for any reason to pay legitimate claims or prizes.
 - (3) The Operator shall maintain and replenish the cash reserve or security as necessary to maintain the required reserve. After any drawing upon the reserve security, the Operator shall replenish the reserve to the required amount before conducting any keno lottery game.
 - (4) The City shall bear no responsibility or liability whatsoever for any prize claims and the cash reserve or security is to be maintained solely for the purpose of ensuring a fair and honest keno lottery and to assure the financial responsibility of the Operator.
 - (5) Such reserve shall be invested and maintained by the City subject to the City's withdrawal in a separate FDIC insured bank account, which shall be interest bearing, the interest of which shall be credited to the reserve

balance. The City alone shall have authority to withdraw funds from such account and shall pay interest earned to the Operator on a quarterly basis as long as the proper reserve balance is maintained.

- (6) The cash reserve for security shall be returned to the Operator after all prizes and claims have been paid and settled at the termination of this Agreement.

23. **TERMINATION.**

- A. The City may terminate this Agreement upon thirty (30) days notice to the Operator at any time the Operator breaches any of the terms of this Agreement, all of which are stipulated as being material, or is otherwise in default of the Agreement and shall have failed to cure such breach or default within the thirty (30) day period after notice is given of such default or breach from the City.
- B. This Agreement may also be terminated by the City upon thirty (30) days notice to the Operator if the keno-type lottery has been discontinued by an election under Neb. Rev. Stat. §9-626 or §9-627.

24. **REMEDIES.** In the event of any breach of this Agreement, and in addition to all remedies available under this Agreement, or at law or in equity, the City shall be entitled to affirmative or negative injunctive relief.

25. **WAIVER.** Failure of the City upon any one (1) or more occasions to insist upon or seek compliance with any condition or provision of this Agreement shall not be deemed to be a waiver of compliance with any similar or dissimilar provisions or conditions.

26. **SEVERABILITY.** Any invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, nor shall the invalidity or unenforceability of a portion of any provision of this Agreement affect the validity and enforceability of the balance of such provision. All other provisions and parts of provisions shall remain in full force and effect; provided however, if in the sole opinion of the City, the removal or inoperative effect of any such provision or part of provision so declared invalid or unenforceable shall materially affect the City's right hereunder, the City may terminate this Agreement.

27. **CONSTRUCTION.** This Agreement incorporates and integrates all terms and conditions of all documents and law mentioned herein or incidental hereto and constitutes the entire Agreement between the parties hereto superseding any prior Agreement or understanding whether oral or written, express or implied. This Agreement may not be discharged or modified except as provided herein or permitted by law. Any and all such amendments or modifications to this Agreement shall be binding upon the Operator's surety without notice to the surety. All bid specifications soliciting bids for this Agreement are incorporated herein by this reference.

28. **APPLICABLE LAW.** This Agreement shall be governed by and construed in

accordance with the laws of the State of Nebraska. Any legal action to enforce or declare any rights or obligations created or imposed by this Agreement shall be commenced in a court of the State of Nebraska.

29. **ADVERTISING AND PROMOTION**

A. The Operator and Sales Outlet location(s) shall be responsible for all advertising and promotion of all keno lottery operations. In the event that federal or state law precludes the Operator from engaging in any type of desired advertising, such advertising may be proposed and placed by the Operator and purchased by the City, if permitted by law, subject to prompt and complete reimbursement by the Operator.

B. The City, by and through the City Council, reserves the right to reject any advertising or other promotional activity for the keno lottery operation for any reason, and require its discontinuance.

30. **FORCE MAJEURE.** If the Operator's ability to perform under this Agreement is, in the opinion of the City Council, substantially impaired by reason of any cause which is unforeseeable and beyond the Operator's control, including, but not limited to, fire, casualty, catastrophe, unavoidable accident, riot, war, strike, or act of God, the Operator shall have the right to terminate this Agreement; provided, however, that upon that termination, the City shall have the right to retain any cash reserve and/or performance bond for a period not to exceed six (6) months to insure that all outstanding valid claims against the Operator are honored or paid in whole. Alternatively, the Operator may, in lieu of terminating this Agreement, seek the City's approval of a proposed plan to remedy the impairment within a specified time, which plan may include modifications of the terms of this Agreement. Any modifications must be mutually agreed upon and expressed in writing. The Operator shall give the City written notice of an intent to invoke the provisions of this paragraph within forty-eight (48) hours of the event impairing the Operator's ability to perform.

31. **NOTICES.** Any notice required to be sent hereunder, shall be deemed given upon its deposit in the United States mail; postage prepaid, and addressed as follows or at such other address as specified by either party by written notice to the other party:

A. To the City:
City Manager
City of McCook, Nebraska
P.O. Box 1059
McCook, Nebraska 69001

B. To the Operator:
Michael J. Nevriy
McCook Keno, L.L.C.
P.O. Box 1001
Hastings, Nebraska 68902

32. **INTEGRATED AGREEMENT.** The parties hereto stipulate that this Agreement constitutes a total integration of all of the parties' covenants and agreements and terms hereof shall not be modified, except in writing, and upon agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this date and year first written.

CITY OF MCCOOK, NEBRASKA,
a municipal corporation

MCCOOK KENO, L.L.C.,
a Nebraska limited liability company

By: _____
Michael D. Gonzales, Mayor

By: _____
Michael J. Nevriy, Member

ATTEST:

Lea Ann Doak, City Clerk

RESOLUTION NO. 2021-06

WHEREAS, the City of McCook has entered into a contract with McCook Keno, L.L.C., a Nebraska limited liability company, hereinafter referred to as "Operator ", to operate the keno-type lottery on behalf of the City for a five (5) year period.

WHEREAS, Operator has the exclusive right to conduct a keno-type lottery pursuant to that Agreement and desires to establish a sales outlet location for the operation of a keno-type lottery.

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

SECTION 1. The City Council hereby approves Outlaws 1882 Saloon as a Sales Outlet location for the operation of a keno-type lottery.

SECTION 2. That this resolution shall be in full force and effect immediately upon its passage and adoption.

SECTION 3. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 15th day of March, 2021.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

Charitable Gaming

2017 Annual Report

NEBRASKA

Good Life. Great Service.

DEPARTMENT OF REVENUE

Produced by the
Nebraska Department of Revenue
Charitable Gaming Division

**Charitable Gaming
proceeds benefit nonprofit
organizations across Nebraska.**

*Charitable
Gaming*

In compliance with Neb. Rev. Stat. § 9-1,101, this report summarizes tax revenues received from charitable gaming activities in Nebraska, as well as the expenses incurred in the administration and enforcement of the various charitable gaming acts.

Total dollars wagered on charitable gaming activities for FY2016-17 were \$280.7 million, a 1.1% decrease from FY2015-16, when approximately \$283.9 million was wagered.

Tax receipts from all charitable gaming activities for FY2016-17 were \$5.76 million, a 1.4% decrease from FY2015-16.

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Fiscal Year Summary

July 1, 2016 to June 30, 2017

Revenue, Budget, and Expenditures

The regulation and enforcement activities of the Charitable Gaming Division are self-supported by 40% of the taxes collected from bingo, pickle card, keno, and lottery/raffle activities, and a portion of the biennial license fees. On or before November 1 of each year, \$50,000 is transferred from the Charitable Gaming Operations Fund to the Compulsive Gamblers Assistance Fund if funds are available. The remaining 60% of taxes and other licensing fees are credited to the General Fund.

Revenue for the Charitable Gaming Operations Cash Fund and the General Fund from July 1, 2016, through June 30, 2017, was as follows:

Revenue

Receipt Type	General Fund	Cash Fund	Total
Tax Revenue	\$ 3,475,664	\$ 2,304,370	\$ 5,780,034
Fee Revenue ¹	87,765	57,700	145,465
Other Revenue (Primarily Interest)		76,747	76,747
Total Revenue	\$ 3,563,429	\$ 2,438,817	\$ 6,002,246

Budget and Expenditures

Expenditure Type	Budgeted Amount ²	Actual Expenditure ³
Personal Services (Personnel)		
Salaries	\$ 1,266,157	\$ 943,360
Benefits	<u>377,849</u>	<u>334,798</u>
Total Personal Services	\$ 1,644,006	\$ 1,278,158
Operating Expenses	545,349	194,453
Travel Expenses	70,177	40,253
Capital Outlay	33,785	1,227
Total Charitable Gaming Expenses	\$ 2,293,317	\$ 1,514,091

¹ Actual general and cash fund fees collected.

² Budgeted amounts for FY2016-2017.

³ Actual expenses recorded on a cash basis of accounting.

Fiscal Year Summary

July 1, 2016 to June 30, 2017

Charitable Gaming Activities

Licensing

The number of licenses issued by type can be found on [page 6](#) and includes a comparison to the prior reporting period.

Licensing actions for the reporting period were as follows:

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* License application denials are rescinded for a number of reasons. An applicant may withdraw the application or may pay delinquent taxes when the license application denial is based upon nonpayment of taxes.

Wagering

Summary of Gaming Dollars Wagered, Taxes, and Fees

Gaming Dollars Wagered

	FYE 6/2017	FYE 6/2016	Increase/ (Decrease)	Percentage Change
Keno	\$245,649,576	\$246,248,083	(\$ 598,507)	(.24%)
Pickle Cards	20,195,545	22,430,422	(2,234,877)	(9.96%)
Bingo	6,088,094	6,729,777	(641,683)	(9.53%)
Lottery/Raffle	8,772,950	8,482,322	290,628	3.43%
Total Dollars Wagered	\$280,706,165	\$283,890,604	(\$3,184,439)	(1.12%)

Gaming Tax Revenue

	FYE 6/2017	FYE 6/2016	Increase/ (Decrease)	Percentage Change
Keno ¹	\$4,912,992	\$4,924,962	(\$ 11,970)	(.24%)
Pickle Cards ²	484,553	540,702	(56,149)	(10.38%)
Bingo ³	182,643	201,893	(19,250)	(9.53%)
Lottery/Raffle ¹	175,458	169,647	5,811	3.43%
Total Tax Revenue	\$5,755,646⁴	\$5,837,204	(\$81,558)	(1.40%)

Gaming License Fees

	FYE 6/2017	FYE 6/2016	Increase/ (Decrease)	Percentage Change
Cash Fund	\$ 58,383	\$ 95,130	(\$ 36,747)	(38.63%)
General Fund	88,305	194,610	(106,305)	(54.62%)
Total License Fees	\$ 146,688	\$ 289,740	(\$143,052)⁵	(49.37%)⁵
Total Taxes and License Fees	\$5,902,334	\$6,126,944	(\$224,610)	(3.67%)

¹ 2% of gross proceeds

² 10% of definite profit

³ 3% of gross receipts

⁴ Based upon taxes reported on tax returns filed for FY2016-2017 reporting periods. The actual tax revenue on a cash basis for FY2016-2017 was \$5,780,034 (difference is due to a 30-day filing offset).

⁵ Decrease is attributable to biennial licensing cycle.

Wagering Gross Wagering by County

County	Bingo		Pickle Cards		Lottery/Raffle		Keno		Total	
	FYE 6/2017	FYE 6/2016	FYE 6/2017	FYE 6/2016	FYE 6/2017	FYE 6/2016	FYE 6/2017	FYE 6/2016	FYE 6/2017	FYE 6/2016
Adams	\$ 169,394	\$ 183,009	\$ 508,311	\$ 584,301	\$ 122,323	\$ 289,626	\$ 3,211,271	\$ 3,524,122	\$ 4,011,299	\$ 4,581,058
Antelope			13,020	17,190	122,706	189,878	483,075	383,464	618,801	590,532
Arthur					No Activity					
Banner					No Activity					
Blaine					No Activity					
Boone	1,665	8,902	54,118	104,268	153,398	174,692	266,475	323,774	475,656	611,636
Box Butte	98,902	101,779	100,148	53,736	86,290	133,850	259,735	400,639	545,075	690,004
Boyd					4,490	1,090			4,490	1,090
Brown	4,806	3,226	11,916	9,915	8,342	17,240	517,613	445,575	542,677	475,956
Buffalo	181,516	208,970	733,623	966,643	82,575	73,111	6,794,792	6,924,680	7,792,506	8,173,404
Burt			66,250	76,130		10,835	220,034	320,828	286,284	407,793
Butler			57,095	29,160	125,591	113,029	198,203	256,856	380,889	399,045
Cass	26,180	18,823	282,168	264,403	47,258	62,690	3,492,651	2,433,264	3,848,257	2,779,180
Cedar	2,183	1,882	9,576		307,045	273,239	17,759	17,204	336,563	292,325
Chase				1,995	18,840		107,375	215,014	126,215	217,009
Cherry	7,350	8,380	293,208	363,666			52,923	58,655	353,481	430,701
Cheyenne	11,545	21,014	142,904	198,646	35,366	30,101	954,826	1,008,183	1,144,641	1,257,944
Clay			59,150	58,064	29,900	30,000	757,644	1,661,899	846,694	1,749,963
Colfax	52,840	47,351	20,789	24,674	78,637	54,706	615,581	674,998	767,847	801,729
Cuming		3,912	305,438	174,021	214,450	182,105	207,875	206,263	727,763	566,301
Custer	7,452	7,871	16,964	24,299	48,380	68,245	251,198	348,531	323,994	448,946
Dakota	182,536	163,790	142,562	210,315	51,829	66,730	759,679	884,564	1,136,606	1,325,399
Dawes	1,420	1,274			30,000	30,000	225,391	259,545	256,811	290,819
Dawson	46,764	68,874	146,737	59,628	69,060	16,780	1,173,966	1,128,327	1,436,527	1,273,609
Deuel							243,347	137,625	243,347	137,625
Dixon			167,536	145,078	50,220	149,342			217,756	294,420
Dodge	73,956	74,410	849,025	1,105,164	167,986	169,094	5,066,827	4,862,455	6,157,794	6,211,123
Douglas	2,039,732	2,151,046	4,060,495	5,141,232	2,497,983	2,220,032	89,406,026	85,613,408	98,004,236	95,125,718
Dundy					No Activity					
Fillmore	9,868	11,019	224,898	185,182	60,050	94,875	442,599	487,562	737,415	778,438
Franklin			3,960		7,900		40,504	56,833	52,364	56,833
Frontier			11,220	2,760	12,280	1,440	186,008	27,917	209,508	32,117
Furnas			15,189	18,467	13,465	14,179	30,409	53,795	59,063	86,441
Gage	29,447	30,014	288,576	264,306	29,763	15,426	1,385,409	1,643,214	1,733,195	1,952,960
Garden					14,550	18,290	20,310	32,562	34,860	50,852
Garfield			51,840	77,760	12,760	16,950			64,600	94,710
Gosper			1,980	19,235	4,500	4,500	26,168	17,673	32,648	41,408
Grant					No Activity					
Greeley					27,820	25,885	619,086	621,221	646,906	647,106
Hall	415,975	437,293	1,373,985	1,470,620	249,750	329,433	7,217,215	7,267,589	9,256,925	9,504,935
Hamilton			166,400	142,001	9,503	10,049	55,477	60,921	231,380	212,971
Harlan			70,548	74,708	18,730	10,590	237,536	194,518	326,814	279,816
Hayes					No Activity					
Hitchcock		3,212	17,910	25,905	9,728	10,550	53,715	61,609	81,353	101,276
Holt		2,965	218,445	186,594	125,640	73,580	496,076	574,598	840,161	837,737
Hooker					No Activity					
Howard			37,567	66,821	199,100	218,030	864,696	967,371	1,101,363	1,252,222

Wagering Gross Wagering by County (continued)

County	Bingo		Pickle Cards		Lottery/Raffle		Keno		Total	
	FYE 6/2017	FYE 6/2016	FYE 6/2017	FYE 6/2016	FYE 6/2017	FYE 6/2016	FYE 6/2017	FYE 6/2016	FYE 6/2017	FYE 6/2016
Jefferson	\$ 17,400	\$ 16,087	\$ 143,004	\$ 155,806			\$ 528,549	\$ 600,121	\$ 688,953	\$ 772,014
Johnson	4,232	4,516			21,440	24,260	656,641	847,918	682,313	876,694
Kearney			93,687	146,928	65,059	51,640			158,746	198,568
Keith	27,317	37,375	185,342	241,585			1,094,072	1,542,194	1,306,731	1,821,154
Keya Paha					No Activity					
Kimball			7,950	16,988	61,800	43,950	499,686	494,419	569,436	555,357
Knox	7,583	7,898	7,965	16,374	72,210	76,016	97,928	100,048	185,686	200,336
Lancaster	992,113	1,307,867	4,059,276	4,131,895	917,387	865,573	42,624,978	41,648,362	48,593,754	47,953,697
Lincoln	103,582	106,421	784,479	989,289	131,813	151,832	6,041,446	6,622,834	7,061,320	7,870,376
Logan			4,392	10,980					4,392	10,980
Loup			25,800	26,345					25,800	26,345
Madison	177,673	154,428	344,114	406,818	298,590	298,246	4,980,627	5,028,604	5,801,004	5,888,096
McPherson					No Activity					
Merrick			110,431	111,540	12,355	10,660	374,041	300,828	496,827	423,028
Morrill					30,000	30,000	535,157	519,758	565,157	549,758
Nance	7,938	9,644	15,756	25,730	39,160	28,560	88,394	134,598	151,248	198,532
Nemaha	9,205	11,992	5,557	15,575		13,680	101,455	108,391	116,217	149,638
Nuckolls			21,233	16,927	29,900	29,300	407,743	308,751	458,876	354,978
Otoe	118	7,658	282,665	102,661	36,490	36,715	1,313,519	1,335,337	1,632,792	1,482,371
Pawnee	2,821	2,509							2,821	2,509
Perkins							179,921	124,596	179,921	124,596
Phelps			33,181	42,900	22,934	14,190	129,858	202,810	185,973	259,900
Pierce	5,836	6,210	52,866	61,642			663,106	1,067,654	721,808	1,135,506
Platte	225,122	246,925	504,608	599,486	653,813	496,224	5,444,030	5,425,238	6,827,573	6,767,873
Polk			117,624	156,783	25,200	12,100	93,838	134,161	236,862	303,044
Red Willow	70,320	81,823	214,461	287,755	46,818	48,776	1,401,566	1,484,952	1,733,165	1,903,306
Richardson			35,058	77,257	222,542	85,924	131,173	314,389	388,773	477,570
Rock	1,121	1,867	2,993	1,080					4,114	2,947
Saline	14,541	12,790	235,933	341,285	89,872	71,916	994,401	1,389,350	1,334,747	1,815,341
Sarpy	750,782	830,561	829,531	641,483	236,519	196,787	39,637,785	40,095,137	41,454,617	41,763,968
Saunders	10,482	8,824	286,036	236,904	147,440	136,555	1,439,863	1,344,285	1,883,821	1,726,548
Scotts Bluff	272,159	278,015	589,433	593,984	212,885	239,550	6,667,027	6,522,211	7,741,504	7,833,760
Seward			93,469	167,140	74,270	63,929		1,595,418	167,739	1,826,487
Sheridan			18,472	9,975	12,800	25,466	40,767	29,817	72,039	65,258
Sherman	10,348	9,293	82,348	74,374			80,529	137,910	173,225	221,577
Sioux					No Activity					
Stanton			8,481	3,746					8,481	3,746
Thayer					6,380	6,142			6,380	6,142
Thomas					No Activity					
Thurston					No Activity					
Valley	13,870	28,058	35,850	26,129			364,148	591,912	413,868	546,099
Washington			14,221	20,390	54,455	50,342	1,246,577	1,349,704	1,315,253	1,420,436
Wayne			89,305	105,120	81,605	144,237	267,695	44,871	438,505	294,228
Webster			21,600	21,040	12,605	19,550	152,525	193,255	186,730	233,845
Wheeler					1,825	3,595	91,522	143,218	93,347	146,813
York			314,873	399,821	6,575	6,615	319,635	307,796	641,083	714,032
TOTAL	\$6,088,094	\$6,729,777	\$ 20,195,545	\$ 22,430,422	\$ 8,772,950	\$ 8,482,322	\$245,649,576	\$246,248,083	\$280,706,165	\$283,890,604

Licensing

Licensee Comparison of Current Year to Prior Year

	Biennial License Fee	Number of Licenses FYE 6/2017	Number of Licenses FYE 6/2016	Net Change
Keno				
Counties, cities, and villages licensed to conduct keno	\$ 100	172	170	2
Keno lottery operators	\$ 500	167	169	(2)
Keno sales outlet locations (including satellite locations) ¹	-	749	715	34
Keno lottery workers	-	2,840	1,365	1,475
Pickle Card				
Organizations licensed to conduct Class I lottery by pickle cards	\$ 200	144	146	(2)
Organizations licensed to conduct Class II lottery by pickle cards	\$ 300	189	196	(7)
Pickle card operators	\$ 100	564	561	3
Pickle card operator authorizations	-	672	689	(17)
Sales agents	\$ 100	262	282	(20)
Bingo				
Organizations licensed to conduct Class I bingo	\$ 30	57	66	(9)
Organizations licensed to conduct Class II bingo	\$ 100	14	14	0
Gaming Managers	\$ 100	19	22	(3)
Lessors of commercial bingo halls	-	4	4	0
Commercial bingo halls	\$ 200	5	5	0
Lottery/Raffle				
Organizations licensed to conduct lotteries and raffles	\$ 30	409	375	34
Manufacturers and Distributors				
Manufacturers of bingo equipment and pickle cards	\$3,050	5	5	0
Distributors of bingo equipment and pickle cards	\$3,050	3	2	1
Manufacturer-distributors of keno supplies and equipment	\$1,525	6	6	0
Other Licenses and Permits				
Special Event bingo permits ²	\$ 15	102	102	0
Pickle card dispensing devices registered ³	\$ 50	651	703	(52)
Lottery and raffle special permits ⁴	\$ 10	318	318	0
Utilization of funds members ⁵	\$ 40	827	841	(14)

¹ Number of physical sales outlet locations was 513. Some locations may hold a license for more than one lottery.

² Fee per event; maximum of two events per calendar year not to exceed 14 days in total.

³ Fee per device; calendar year registration.

⁴ Fee per permit; one per 12-month period ending September 30 each year; valid for maximum of three consecutive calendar months for special lottery or special raffle, or both.

⁵ Biennial fee; licensed organizations are required to license at least one utilization of funds member who is responsible for the proper use of bingo receipts, pickle card proceeds, or lottery and raffle proceeds.

Licensing

Keno Licenses by County ¹

	Counties, Cities, & Villages		Lottery Operators ²		Sales Outlets	
	FYE 6/2017	FYE 6/2016	FYE 6/2017	FYE 6/2016	FYE 6/2017	FYE 6/2016
ADAMS	1	1	9	7	2	1
ANTELOPE	3	3			3	2
BLAINE		1				
BOONE	3	3			4	4
BOX BUTTE	2	2			2	3
BROWN	2	2			2	2
BUFFALO	4	4	2	2	9	8
BURT	1	1			2	2
BUTLER	2	2			2	2
CASS	6	6			13	11
CEDAR	1	1			1	1
CHASE	2	2			2	2
CHERRY	1	1			1	1
CHEYENNE	3	3	1	1	6	6
CLAY	2	2			3	3
COLFAX	3	3			5	4
CUMING	2	2			2	2
CUSTER	2	2			2	2
DAKOTA	2	2			3	3
DAWES	2	2			3	2
DAWSON	1	1			8	7
DEUEL	2	2			3	2
DODGE	3	3			17	15
DOUGLAS	6	6	17	16	358	355
FILLMORE	3	3			3	3
FRANKLIN	2	2			2	2
FRONTIER	1	1			1	1
FURNAS	2	2			1	1
GAGE	4	4	1	1	6	6
GARDEN	1	1			2	2
GOSPER	1	1				
GREELEY	2	2	1	1	2	2
HALL	2	2	1	1	8	8
HAMILTON	1	1			1	1
HARLAN	1	1			2	2
HITCHCOCK	1	1			1	1
HOLT	3	2			4	3
HOWARD	2	2			2	2
JEFFERSON	1	1			2	3
JOHNSON	3	3			4	4
KEITH	1	1			9	9
KIMBALL	1	1			2	2
KNOX	3	3			4	3
LANCASTER	8	8	31	32	87	76
LINCOLN	3	2	2	2	9	9
MADISON	3	3			11	11
MERRICK	1	1			2	2
MORRILL	2	2			3	3
NANCE	2	2			3	3
NEMAHA	3	2			2	3
NUCKOLLS	2	2			2	2
OTOE	2	4	1	1	3	6
PERKINS	3	3			7	3
PHELPS	1	1	1	1	3	1
PIERCE	5	4			7	5
PLATTE	5	5	67	71	18	17
POLK	2	2			2	2
RED WILLOW	1	1	1	1	3	3
RICHARDSON	1	1			1	1
SALINE	3	4			5	6
SARPY	6	6	21	21	37	35
SAUNDERS	6	6	2	2	8	4
SCOTTS BLUFF	6	6	7	7	14	13
SEWARD	1	1				1
SHERIDAN	1	1			1	1
SHERMAN	1	1			1	1
THAYER	1	1				
VALLEY	2	2			2	4
WASHINGTON	3	3	1	1	6	5
WAYNE	1	1			2	1
WEBSTER	1	1			1	1
WHEELER	1	1			1	1
YORK	2	2	1	1	2	1
TOTAL	172	170	167	169	749³	715³

¹ Only those counties with keno licensees in these years are listed.

² Lottery operator licenses based on principal office location.

³ Number of physical sales outlet locations was 613. Some locations may hold a license for more than one lottery.

The Games - Bingo

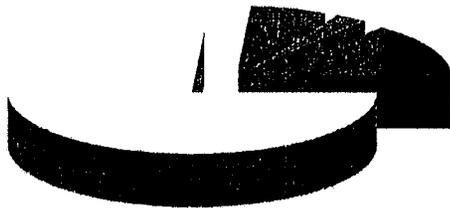
Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2017 and June 2016

	FYE 6/2017 Class I ¹	FYE 6/2017 Class II ²	FYE 6/2017 ¹ Total	FYE 6/2016 Total	Increase/ (Decrease)
Gross Wagered	\$1,173,798	\$4,914,296	\$6,088,094	\$ 6,729,777	(\$641,683)
Less Expenses					
Prizes	903,665	3,102,224	4,005,889	4,762,043	(756,154)
Expenses	82,152	1,205,194	1,287,346	1,367,843	(80,497)
Taxes	<u>35,214</u>	<u>147,429</u>	<u>182,643</u>	<u>201,893</u>	<u>(19,250)</u>
Profit	\$ 152,767	\$ 459,449	\$ 612,216	\$ \$397,998	\$214,218

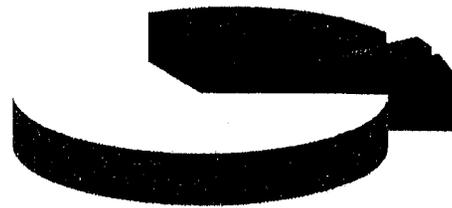
FYE 6/2017

Class I



76.99% Prizes 3.00% Taxes
7.00% Expenses 13.01% Profit

Class II



63.13% Prizes 3.00% Taxes
24.52% Expenses³ 9.35% Profit

¹ Class I Bingo - Gross receipts under \$100,000 annually.

² Class II Bingo - Gross receipts of \$100,000 or more annually.

³ Includes both variable and fixed expenses. Class II expenses in excess of 14% are attributable to rental of bingo halls.

The Games - Pickle Cards

Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2017 and June 2016

	FYE 6/2017 Class I ¹	FYE 6/2017 Class II ²	FYE 6/2017 Total	FYE 6/2016 Total	Increase/ (Decrease)
Gross Wagered	\$ 3,835,025	\$ 16,360,520	\$ 20,195,545	\$ 22,430,422	(\$2,234,877)
Less Expenses					
Prizes	2,901,806	11,617,688	14,519,494	17,023,402	(2,503,908)
Operator Commissions ³		1,064,060	1,064,060	1,112,751	(48,691)
Expenses	519,445	1,353,776	1,873,221	1,838,832	34,389
Taxes ⁴	<u>92,041</u>	<u>392,512</u>	<u>484,553</u>	<u>540,702</u>	(56,149)
Profit	\$ 321,733	\$ 1,932,484	\$ 2,254,217	\$ 1,914,735	\$ 339,482

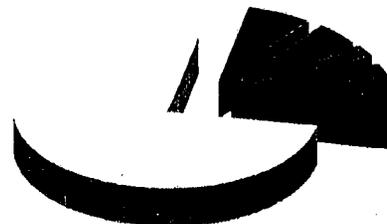
FYE 6/2017

Class I



75.67% Prizes 2.40% Taxes
13.54% Expenses 8.39% Profit

Class II



71.02% Prizes 2.40% Taxes
6.50% Operator Commissions 11.81% Profit
8.27% Expenses

Number of Pickle Card Units Sold	FYE 6/2017 9,167	FYE 6/2016 10,320
--	---------------------	----------------------

¹ Class I licensees sell pickle cards at their own premises (such as a club facility) and at their bingo games (if licensed for bingo).

² Class II licensees, in addition to selling at their clubs and bingo games, can also sell pickle cards through licensed pickle card operators.

³ Applies to Class II only. The statutory maximum allowed for a pickle card operator commission is 30% of definite profit, which is approximately 7% of gross proceeds.

⁴ The statutory pickle card tax rate is 10% of definite profit, which is approximately 2.40% of gross proceeds.

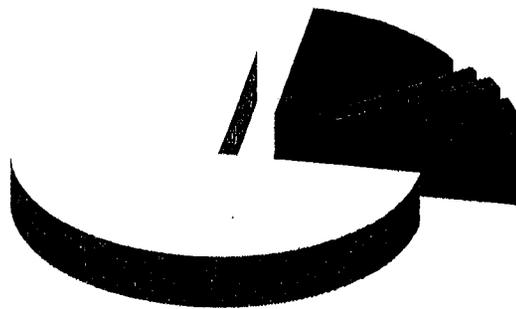
The Games - Keno

Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2017 and June 2016

	FYE 6/2017	FYE 6/2016	Increase/ (Decrease)
Gross Wagered	\$245,649,576	\$246,248,083	(\$598,507)
Less Expenses			
Prizes	188,165,796	187,861,231	304,565
Lottery Operator Commissions	31,872,660	31,921,238	(48,578)
Expenses	1,430,914	1,473,985	(43,071)
Taxes	<u>4,912,992</u>	<u>4,924,962</u>	<u>(11,970)</u>
Profit	\$ 19,267,214	\$ 20,066,667	(\$799,453)

FYE 6/2017



- 76.60% Prizes
- 2.00% Taxes
- 12.98% Lottery Operator Commissions
- 7.84% Profit
- 0.58% Expenses

Gross Wagered by Licensee

Keno

County/City	FYE 6/2017	FYE 6/2016	County/City	FYE 6/2017	FYE 6/2016
Albion	\$ 200,911	\$ 243,586	Loup City	80,529	137,910
Alliance	128,700	231,242	Lyman	266,972	77,249
Ashland	772,970	777,567	Madrid	15,913	93,995
Auburn	94,885	83,882	Marquette	55,477	60,921
Bancroft	117,378	124,318	McCook	1,401,566	1,484,952
Battle Creek	198,518	231,328	McGrew	111,699	115,609
Bayard	66,267	24,019	Memphis	101,129	71,711
Beatrice	766,135	760,036	Milligan	105,259	244,975
Beaver Crossing	NL	0 ¹	Minatare	2,912	78,620
Beemer	90,499	81,945	Monroe	266,204	71,264
Bellevue	9,108,591	10,187,528	Morse Bluff	100,002	74,254
Bellwood	NL	0 ¹	Murdock	NL	0 ¹
Bennington	0 ²	0 ²	Naponee	10,183	11,731
Big Springs	69,024	77,463	Neligh	205,672	241,650
Blair	1,079,512	1,189,729	Niobrara	634	825
Bloomfield	27,739	33,820	Norfolk	4,532,814	4,581,588
Blue Hill	152,525	193,255	North Bend	56,623	39,212
Blue Springs	449,064	625,357	North Loup	94,801	157,366
Bridgeport	468,890	495,739	North Platte	5,916,724	6,403,371
Broken Bow	208,317	337,764	Oak	61,535	52,048
Cass Co.	335,963	319,408	Omaha	65,397,798	62,638,632
Cedar Creek	131,311	122,538	O'Neill	10	41,003
Chadron	37,889	30,615	Orchard	170,072	141,814
Chase Co.	24,591	22,725	Ord	269,347	434,546
Cheyenne Co.	788,935	774,025	Osceola	71,767	100,059
Cody	52,923	58,655	Osmond	108,136	260,215
Columbus	5,020,483	5,275,865	Otoe Co.	591,522	614,910
Crawford	187,502	228,930	Oxford	30,409	53,795
Crete	843,538	1,095,512	Papillion	8,546,757	8,472,197
Dannebrog	63,200	114,732	Peru	6,570	24,509
David City	59,089	111,205	Petersburg	33,222	36,617
Dawson Co.	1,173,966	1,128,327	Pierce	161,883	299,109
Denton	4,109,170	5,056,820	Pierce Co.	17,127	NL
Dauel Co.	174,323	60,172	Plainview	193,800	269,235
Doniphan	194,571	286,072	Plattsmouth	2,459,601	1,592,871
Dorchester	91,123	158,642	Potter	165,891	234,158
Eagle	255,276	73,440	Ralston	23,452,428	22,227,636
Elm Creek	263,794	267,969	Ravenna	34,371	54,734
Ericson	91,522	143,218	Raymond	313,550	277,497
Eustis	186,008	27,917	Roca	472,910	351,145
Ewing	476,326	533,595	Rulo	131,173	314,389
Exeter	241,105	180,302	Rushville	40,767	29,817
Fairbury	528,549	600,121	Sargent	42,881	10,767
Filley	45,357	50,239	Sarpy Co.	2,992,059	2,474,917
Fort Calhoun	167,065	159,975	Schuyler	610,695	670,308
Franklin	30,321	45,102	Scotts Bluff Co.	4,571,284	4,421,746
Fremont	5,010,204	4,823,243	Shelby	22,071	34,102
Friend	58,437	78,594	Shelton	265,659	177,457
Fullerton	27,752	29,131	Silver Creek	374,041	300,828
Garden Co.	20,310	32,562	South Sioux City	759,679	857,814
Geneva	96,235	62,285	Spalding	470,396	506,590
Genoa	60,542	105,467	Sprague	426,979	269,328
Gering	1,709,144	1,518,291	Springfield	398,952	443,260
Gosper Co.	26,168	17,673	St. Edward	32,342	43,571
Grant	26,261	30,601	St. Paul	801,496	852,639
Greenwood	186,702	209,812	Sterling	144,455	178,915
Gretna	1,357,049	1,577,511	Stuart	20,740	NL
Hadar	219,606	239,095	Superior	328,249	256,703
Hall Co.	7,022,644	6,981,517	Surprise	139,114	145,651
Harlan Co.	237,536	194,518	Sutherland	124,722	219,463
Hartington	17,769	17,204	Sutton	424,295	1,482,900
Harvard	333,349	178,999	Syracuse	201,351	181,088
Hastings	3,211,271	3,524,122	Tecumseh	479,556	648,460
Hemingford	131,035	169,397	Tekamah	220,034	320,828
Hershey	NL	0 ¹	Terrytown	5,016	310,696
Hickman	286,487	246,204	Tilden	319,180	215,688
Holdrege	129,858	202,810	Trenton	53,715	61,609
Howells	3,025	3,292	Unadilla	424,764	444,102
Humphrey	70,297	52,800	Utica	0	1,595,418
Jackson	NL	26,750	Valley	260,984	324,883
Johnson	32,630	120,543	Valparaiso	21,447	11,735
Johnstown	42,630	21,747	Venango	137,747	NL
Kearney	6,230,968	6,424,520	Waco	221,432	220,408
Keith Co.	1,094,072	1,542,194	Wahoo	144,908	123,308
Kimball	499,686	494,419	Waterloo	294,816	422,257
Knox Co.	69,555	65,403	Wauneta	82,784	192,289
LaVista	17,234,377	16,939,724	Waverly	3,543,326	3,949,575
Lawrence	17,962	NL	Wayne	267,595	44,781
Leigh	1,861	1,398	Wilber	1,303	56,602
Lincoln	33,473,556	31,497,793	Wolbach	148,690	114,631
Lindsay	87,046	25,309	Wymore	124,853	207,582
Long Pine	474,983	423,828	York	98,203	87,388
Lorton	95,882	95,237	Yutan	299,407	285,690
Louisville	123,799	115,195			
			TOTALS	\$245,649,576	\$246,248,083

¹ City/County was licensed in 2016, but did not operate keno at that time.

² Bennington now has an interlocal agreement with Omaha and their proceeds are included in Omaha.
NL = not licensed

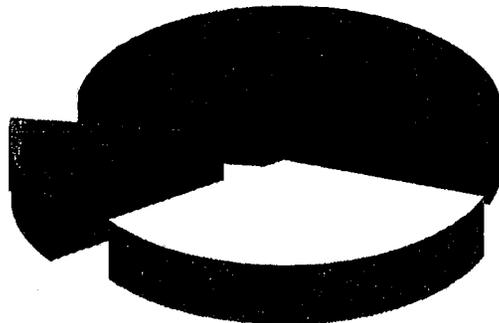
The Games - Lottery/Raffle¹

Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2017 and June 2016

	FYE 6/2017	FYE 6/2016	Increase/ (Decrease)
Lottery Gross Wagered	\$ 3,860,098	\$ 3,878,648	(\$ 18,550)
Raffle Gross Wagered	<u>4,912,852</u>	<u>4,603,674</u>	<u>309,178</u>
Total Gross Wagered	\$ 8,772,950	\$ 8,482,322	\$ 290,628
Less Expenses			
Prizes	2,760,366	2,813,983	(53,617)
Expenses	505,326	642,100	(136,774)
Taxes	<u>175,458</u>	<u>169,647</u>	<u>5,811</u>
Profit	\$ 5,331,800	\$ 4,856,592	\$475,208

FYE 6/2017



¹ A lottery awards primarily cash prizes; a raffle must have at least 80% of its total prize value in merchandise.

For further information, please contact the Nebraska Department of Revenue, Charitable Gaming Division,
 137 NW 17th Street, PO Box 94855, Lincoln, Nebraska 68509-4855,
 402-471-5937 or toll free 877-564-1315
revenue.nebraska.gov/gaming

2018 Annual Report

NEBRASKA

Good Life. Great Service.

DEPARTMENT OF REVENUE

Charitable Gaming

Produced by the Nebraska Department of Revenue, Charitable Gaming Division

**Charitable Gaming
proceeds benefit nonprofit
organizations across Nebraska.**



**Charitable
Gaming**

In compliance with Neb. Rev. Stat. § 9-1.101, this report summarizes tax revenues received from charitable gaming activities in Nebraska, as well as the expenses incurred in the administration and enforcement of the various charitable gaming acts.

Total dollars wagered on charitable gaming activities for FY2017-18 were \$288.7 million, a 2.9% increase from FY2016-17, when approximately \$280.7 million was wagered.

Tax receipts from all charitable gaming activities for FY2017-18 were \$5.9 million, a 2.5% increase from FY2016-17.

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Fiscal Year Summary

July 1, 2017 to June 30, 2018

Revenue, Budget, and Expenditures

The regulation and enforcement activities of the Charitable Gaming Division are self-supported by 40% of the taxes collected from bingo, pickle card, keno, and lottery/raffle activities, and a portion of the biennial license fees. On or before November 1 of each year, \$50,000 is transferred from the Charitable Gaming Operations Fund to the Compulsive Gamblers Assistance Fund if funds are available. The remaining 60% of taxes and other licensing fees are credited to the General Fund.

Revenue for the Charitable Gaming Operations Cash Fund and the General Fund from July 1, 2017, through June 30, 2018, was as follows:

Revenue

Receipt Type	General Fund	Cash Fund	Total
Tax Revenue	\$ 3,496,602	\$ 2,318,149	\$ 5,814,751
Fee Revenue ¹	198,540	94,600	293,140
Other Revenue (Primarily Interest)		69,085	69,085
Total Revenue	\$ 3,695,142	\$ 2,481,834	\$ 6,176,976

Budget and Expenditures - Finance

Expenditure Type	Budgeted Amount ²	Actual Expenditure ³
Personal Services (Personnel)		
Salaries	\$ 1,026,358	\$ 888,957
Benefits	344,520	306,874
Total Personal Services	\$ 1,370,878	\$ 1,195,831
Operating Expenses	198,895	170,265
Travel Expenses	69,350	38,998
Capital Outlay	68,368	10,289
Total Charitable Gaming Expenses	\$ 1,707,491	\$ 1,415,383

¹ Actual general and cash fund fees collected.

² Budgeted amounts for FY2017-2018.

³ Actual expenses recorded on a cash basis of accounting.

Fiscal Year Summary

July 1, 2017 to June 30, 2018

Charitable Gaming Activities

Licensing

The number of licenses issued by type can be found on [page 6](#) and includes a comparison to the prior reporting period.

Licensing actions for the reporting period were as follows:

Temporary pickle card operator licenses granted.....	7
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Financial Compliance and Review

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Charitable Gaming Investigations

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* License application denials are rescinded for a number of reasons. An applicant may withdraw the application or may pay delinquent taxes when the license application denial is based upon nonpayment of taxes.

Wagering

Summary of Gaming Dollars Wagered, Taxes, and Fees

Gaming Dollars Wagered

	FYE 6/2018	FYE 6/2017	Increase/ (Decrease)	Percentage Change
Keno	\$256,873,899	\$245,649,576	\$11,224,323	4.57%
Pickle Cards	17,890,610	20,195,545	(2,304,935)	(11.41%)
Bingo	5,393,144	6,088,094	(694,950)	(11.41%)
Lottery/Raffle	8,591,873	8,772,950	(181,077)	(2.06%)
Total Dollars Wagered	\$288,749,526	\$280,706,165	\$ 8,043,361	2.87%

Gaming Tax Revenue

	FYE 6/2018	FYE 6/2017	Increase/ (Decrease)	Percentage Change
Keno ¹	\$5,137,478	\$4,912,992	\$224,486	4.57%
Pickle Cards ²	426,832	484,553	(57,721)	(11.91%)
Bingo ³	161,795	182,643	(20,848)	(11.41%)
Lottery/Raffle ¹	171,838	175,458	(3,620)	(2.06%)
Total Tax Revenue	\$5,897,943⁴	\$5,755,646	\$142,297	2.47%

Gaming License Fees

	FYE 6/2018	FYE 6/2017	Increase/ (Decrease)	Percentage Change
Cash Fund	\$ 97,290	\$ 58,383	\$ 38,907	66.64%
General Fund	223,976	88,305	135,671	153.64%
Total License Fees	\$ 321,266	\$ 146,688	\$174,578⁵	119.01%⁵
Total Taxes and License Fees	\$6,219,209	\$5,902,334	\$316,875	5.37%

¹ 2% of gross proceeds

² 10% of definite profit

³ 3% of gross receipts

⁴ Based upon taxes reported on tax returns filed for FY2017-2018 reporting periods. The actual tax revenue on a cash basis for FY2017-2018 was \$5,814,751 (difference is due to a 30-day filing offset).

⁵ Increase is attributable to biennial licensing cycle.

Wagering

Gross Wagering by County

County	Bingo		Pickle Cards		Lottery/Raffle		Keno		Total	
	FYE 6/2018	FYE 6/2017	FYE 6/2018	FYE 6/2017	FYE 6/2018	FYE 6/2017	FYE 6/2018	FYE 6/2017	FYE 6/2018	FYE 6/2017
Adams	\$ 118,558	\$ 169,394	\$ 477,275	\$ 508,311	\$ 206,473	\$ 122,323	\$ 3,111,884	\$ 3,211,271	\$ 3,914,190	\$ 4,011,299
Antelope			5,970	13,020	163,242	122,706	747,326	483,075	916,538	618,801
Arthur					No Activity					
Banner					No Activity					
Blaine					No Activity					
Boone		1,665	56,340	54,118	159,017	153,398	234,230	266,475	449,587	475,656
Box Butte	68,703	98,902	72,844	100,148	46,950	86,290	275,274	259,735	463,771	545,075
Boyd						4,490			0	4,490
Brown	4,448	4,806	11,880	11,916	12,130	8,342	377,743	517,813	406,201	542,677
Buffalo	137,684	181,516	687,877	733,623	127,190	82,575	6,543,655	6,794,792	7,496,306	7,792,506
Burt			34,930	66,250	11,850		258,278	220,034	305,058	286,284
Butler			29,377	57,095	132,946	125,591	217,282	198,203	379,605	380,889
Cass	20,561	26,180	358,297	282,168	57,664	47,258	3,132,002	3,492,651	3,568,524	3,848,257
Cedar	1,648	2,183		9,576	247,053	307,045	87,320	17,759	336,021	336,563
Chase						18,840	122,271	107,375	122,271	126,215
Cherry	6,545	7,350	363,510	293,208			19,555	52,923	389,610	353,481
Cheyenne	17,506	11,545	178,726	142,904	32,592	35,366	1,060,931	954,826	1,289,755	1,144,641
Clay			31,887	59,150	32,698	29,900	550,277	757,644	614,862	846,694
Colfax	49,548	52,840	32,971	20,789	74,941	78,637	631,256	615,581	788,716	767,847
Cuming			256,313	305,438	218,550	214,450	237,406	207,875	712,269	727,763
Custer	7,435	7,452	10,830	16,964	57,940	48,380	231,175	251,198	307,380	323,994
Dakota		182,536	139,770	142,562	66,409	51,829	972,304	759,679	1,178,483	1,136,606
Dawes	1,196	1,420			30,000	30,000	239,600	225,391	270,796	256,811
Dawson	36,522	46,764	32,551	146,737		69,060	1,027,812	1,173,966	1,096,885	1,436,527
Deuel							170,912	243,347	170,912	243,347
Dixon			153,057	167,536	25,790	50,220			178,847	217,756
Dodge	18,905	73,956	832,336	849,025	175,080	167,986	5,587,376	5,066,827	6,613,897	6,157,794
Douglas	1,852,785	2,039,732	4,025,707	4,060,495	2,483,428	2,497,983	97,305,143	89,406,026	105,667,063	98,004,236
Dundy					No Activity					
Fillmore	8,743	9,868	213,305	224,898	66,010	60,050	751,297	442,599	1,039,355	737,415
Franklin				3,960	5,580	7,900	15,169	40,504	20,749	52,364
Frontier			18,120	11,220		12,280	146,037	186,008	164,157	209,508
Furnas			9,975	15,189	14,290	13,465	33,520	30,409	57,785	59,063
Gage	28,033	29,447	178,608	288,576		29,763	1,484,198	1,385,409	1,690,839	1,733,195
Garden					16,340	14,550	16,044	20,310	32,384	34,860
Garfield			34,560	51,840	34,250	12,760			68,810	64,600
Gosper				1,980	4,460	4,500	45,362	26,168	49,822	32,648
Grant					No Activity					
Greeley					28,434	27,820	764,995	619,086	793,429	646,906
Hall	314,138	415,975	1,409,899	1,373,985	197,018	249,750	8,213,834	7,217,215	10,134,889	9,256,925
Hamilton			133,252	166,400	8,957	9,503	39,939	55,477	182,148	231,380
Harlan			73,825	70,548	9,120	18,730	214,313	237,536	297,258	326,814
Hayes					No Activity					
Hitchcock			25,845	17,910	12,299	9,728	51,145	53,715	89,289	81,353
Holt			60,773	218,445	106,025	125,640	457,939	496,076	624,737	840,161
Hooker					15,000				15,000	
Howard			50,703	37,567	194,750	199,100	679,668	864,696	925,121	1,101,383

Wagering

Gross Wagering by County (continued)

County	Bingo		Pickle Cards		Lottery/Raffle		Keno		Total	
	FYE 6/2018	FYE 6/2017	FYE 6/2018	FYE 6/2017	FYE 6/2018	FYE 6/2017	FYE 6/2018	FYE 6/2017	FYE 6/2018	FYE 6/2017
Jefferson	\$ 14,555	17,400	\$ 143,827	\$ 143,004	\$ 19,950		\$ 377,915	\$ 528,549	\$ 556,047	\$ 688,953
Johnson	4,893	4,232			14,100	21,440	468,873	656,641	487,666	682,313
Kearney			145,896	93,687	82,384	65,059			228,280	158,746
Keith	17,855	27,317	144,840	185,342			924,541	1,094,072	1,087,236	1,306,731
Keya Paha					No Activity					
Kimball			6,030	7,950	49,550	61,800	421,280	499,686	476,860	569,436
Knox	4,309	7,583		7,965	80,747	72,210	144,981	97,928	230,037	185,686
Lancaster	1,226,405	992,113	3,286,045	4,059,276	1,008,381	917,387	45,122,042	42,624,978	50,642,873	48,593,754
Lincoln	84,403	103,582	578,393	784,479	109,380	131,813	5,649,612	6,041,446	6,421,788	7,061,320
Logan			2,196	4,392					2,196	4,392
Loup			11,633	25,800					11,633	25,800
Madison	114,444	177,673	368,511	344,114	308,949	298,590	5,431,371	4,980,627	6,223,275	5,801,004
McPherson					No Activity					
Merrick			74,147	110,431	12,870	12,355	280,632	374,041	367,649	496,827
Morrill						30,000	493,336	535,157	493,336	565,157
Nance	6,589	7,938	34,438	15,756	10,000	39,160	214,379	88,394	265,406	151,248
Nemaha	8,299	9,205	4,320	5,557			84,877	101,455	97,496	116,217
Nuckolls			25,200	21,233	21,156	29,900	529,159	407,743	575,515	458,876
Otoe		118	75,060	282,665	15,595	36,490	1,155,368	1,313,519	1,246,023	1,632,792
Pawnee	1,992	2,821							1,992	2,821
Perkins							220,645	179,921	220,645	179,921
Phelps			43,968	33,181	6,470	22,934	158,464	129,858	208,902	185,973
Pierce	4,844	5,836	67,478	52,866	11,075		241,755	663,106	325,152	721,808
Platte	232,002	225,122	495,824	504,608	674,002	653,813	5,403,189	5,444,030	6,805,017	6,827,573
Polk			111,876	117,624		25,200	53,472	93,838	165,348	236,662
Red Willow	64,010	70,320	176,750	214,461	68,248	46,818	1,178,438	1,401,566	1,487,446	1,733,165
Richardson			48,065	35,058	58,415	222,542	201,849	131,173	308,329	388,773
Rook		1,121		2,993					0	4,114
Saline	9,128	14,541	226,771	235,933	107,225	89,872	775,560	994,401	1,118,684	1,334,747
Sarpy	655,131	750,782	619,662	829,531	242,133	236,519	40,991,640	39,637,785	42,508,566	41,454,617
Saunders	9,867	10,482	187,355	286,036	150,054	147,440	1,420,563	1,439,863	1,767,839	1,883,821
Scotts Bluff	217,278	272,159	500,064	589,433	177,980	212,885	6,544,365	6,667,027	7,439,687	7,741,504
Seward			99,337	93,469	45,450	74,270	32,449		177,236	167,739
Sheridan			10,957	18,472	39,296	12,800	31,062	40,767	81,315	72,039
Sherman	8,515	10,348	45,959	82,348			39,299	80,529	93,773	173,225
Sioux					No Activity					
Stanton			25,950	8,481					25,950	8,481
Thayer					7,226	6,380	21,159		28,385	6,380
Thomas					No Activity					
Thurston					No Activity					
Valley	15,867	13,870	10,350	35,850			159,828	364,148	186,045	413,868
Washington			33,222	14,221	61,607	54,455	1,137,515	1,246,577	1,232,344	1,315,253
Wayne			97,468	89,305	92,430	81,605	307,897	267,595	497,795	438,505
Webster				21,600	13,365	12,605	126,981	152,525	140,346	186,730
Wheeler						1,825	104,670	91,522	104,670	93,347
York			187,905	314,873	29,359	6,575	370,361	319,635	587,625	641,083
TOTAL	\$5,393,144	\$6,088,094	\$ 17,890,610	\$ 20,195,545	\$ 8,591,873	\$ 8,772,950	\$256,873,899	\$245,649,576	\$288,749,526	\$280,706,165

Licensing

Licensee Comparison of Current Year to Prior Year

	Biennial License Fee	Number of Licenses FYE 6/2018	Number of Licenses FYE 6/2017	Net Change
Keno				
Counties, cities, and villages licensed to conduct keno	\$ 100	172	172	0
Keno lottery operators	\$ 500	164	167	(3)
Keno sales outlet locations (including satellite locations) ¹	-	756	749	7
Keno lottery workers	-	2,976	2,840	136
Pickle Card				
Organizations licensed to conduct Class I lottery by pickle cards	\$ 200	140	144	(4)
Organizations licensed to conduct Class II lottery by pickle cards	\$ 300	184	189	(5)
Pickle card operators	\$ 100	504	564	(60)
Pickle card operator authorizations	-	627	672	(45)
Sales agents	\$ 100	252	262	(10)
Bingo				
Organizations licensed to conduct Class I bingo	\$ 30	53	57	(4)
Organizations licensed to conduct Class II bingo	\$ 100	13	14	(1)
Gaming Managers	\$ 100	17	19	(2)
Lessors of commercial bingo halls	-	4	4	0
Commercial bingo halls	\$ 200	5	5	0
Lottery/Raffle				
Organizations licensed to conduct lotteries and raffles	\$ 30	382	409	(27)
Manufacturers and Distributors				
Manufacturers of bingo equipment and pickle cards	\$3,050	5	5	0
Distributors of bingo equipment and pickle cards	\$3,050	3	2	1
Manufacturer-distributors of keno supplies and equipment	\$1,525	6	6	0
Other Licenses and Permits				
Special Event bingo permits ²	\$ 15	101	102	(1)
Pickle card dispensing devices registered ³	\$ 50	586	651	(65)
Lottery and raffle special permits ⁴	\$ 10	322	318	4
Utilization of funds members ⁵	\$ 40	810	827	(17)

¹ Number of physical sales outlet locations was 516. Some locations may hold a license for more than one lottery.

² Fee per event; maximum of two events per calendar year not to exceed 14 days in total.

³ Fee per device; calendar year registration.

⁴ Fee per permit; one per 12-month period ending September 30 each year; valid for maximum of three consecutive calendar months for special lottery or special raffle, or both.

⁵ Biennial fee; licensed organizations are required to license at least one utilization of funds member who is responsible for the proper use of bingo receipts, pickle card proceeds, or lottery and raffle proceeds.

Licensing

Keno Licenses by County ¹

	Counties, Cities, & Villages		Lottery Operators ²		Sales Outlets	
	FYE 6/2018	FYE 6/2017	FYE 6/2018	FYE 6/2017	FYE 6/2018	FYE 6/2017
ADAMS	1	1	10	9	2	2
ANTELOPE	2	3			3	3
BLAINE	1					
BOONE	3	3			3	4
BOX BUTTE	2	2			2	2
BROWN	2	2			2	2
BUFFALO	3	4	1	2	7	9
BURT	1	1			2	2
BUTLER	2	2			2	2
CASS	6	6	1		11	13
CEDAR	2	1			2	1
CHASE	2	2			2	2
CHERRY	1	1	1			1
CHEYENNE	3	3	1	1	7	6
CLAY	2	2			3	3
COLFAX	3	3			5	5
CUMING	2	2			2	2
CUSTER	2	2			2	2
DAKOTA	2	2			3	3
DAWES	2	2			3	3
DAWSON	1	1			7	8
DEUEL	2	2			2	3
DODGE	3	3			19	17
DOUGLAS	6	6	17	17	362	358
FILLMORE	3	3	1		2	3
FRANKLIN	1	2			1	2
FRONTIER	1	1			1	1
FURNAS	2	2				
GAGE	4	4	1	1	6	6
GARDEN	1	1			2	2
GOSPER	1	1				
GREELEY	3	2	1	1	3	2
HALL	2	2	1	1	9	6
HAMILTON	1	1			1	1
HARLAN	1	1			2	2
HITCHCOCK	1	1			1	1
HOLT	2	3			2	4
HOWARD	2	2			2	2
JEFFERSON	1	1			2	2
JOHNSON	1	3			1	4
KEITH	1	1			7	9
KIMBALL	1	1			2	2
KNOX	3	3			5	4
LANCASTER	11	8	26	31	100	87
LINCOLN	3	3	2	2	9	9
MADISON	3	3			10	11
MERRICK	1	1			2	2
MORRILL	2	2			3	3
NANCE	2	2			3	3
NEMAHA	2	3			2	3
NUCKOLLS	2	2			3	2
OTOE	4	4	1	1	7	7
PERKINS	3	3			3	3
PHELPS	1	1	1	1	1	1
PIERCE	5	5			7	7
PLATTE	5	5	67	67	17	18
POLK	2	2			2	2
RED WILLOW	1	1	1	1	3	3
RICHARDSON	1	1			1	1
SALINE	3	3			5	5
SARPY	6	6	21	21	37	37
SAUNDERS	7	6	2	2	8	8
SCOTTS BLUFF	5	6	6	7	15	14
SEWARD	1	1			1	
SHERIDAN	1	1			1	1
SHERMAN	1	1			1	1
THAYER	2	1			1	
VALLEY	2	2			2	2
WASHINGTON	3	3	1	1	5	5
WAYNE	1	1			1	1
WEBSTER	1	1			1	1
WHEELER	1	1			1	1
YORK	2	2	1	1	2	2
TOTAL	172	172	164	167	756³	749³

¹ Only those counties with keno licensees in these years are listed.
² Lottery operator licenses based on principal office location.
³ Number of physical sales outlet locations was 516. Some locations may hold a license for more than one lottery.

The Games - Bingo

Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2018 and June 2017

	FYE 6/2018 Class I ¹	FYE 6/2018 Class II ²	FYE 6/2018 Total	FYE 6/2017 Total	Increase/ (Decrease)
Gross Wagered	\$1,167,559	\$4,225,585	\$5,393,144	\$ 6,088,094	(\$694,950)
Less Expenses					
Prizes	895,547	2,835,223	3,730,771	4,005,889	(275,118)
Expenses	71,432	888,865	960,297	1,287,346	(327,049)
Taxes	<u>35,027</u>	<u>126,768</u>	<u>161,795</u>	<u>182,643</u>	(20,848)
Profit	\$ 165,553	\$ 374,729	\$ 540,281	\$ 612,216	(\$ 71,935)

FYE 6/2018

Class I



76.70% Prizes
 6.12% Expenses
 14.18% Profit
 3.00% Taxes

Class II



67.10% Prizes
 21.04% Expenses³
 8.86% Profit
 3.00% Taxes

¹ Class I Bingo - Gross receipts under \$100,000 annually.

² Class II Bingo - Gross receipts of \$100,000 or more annually.

³ Includes both variable and fixed expenses. Class II expenses in excess of 14% are attributable to rental of bingo halls.

The Games - Pickle Cards

Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2018 and June 2017

	FYE 6/2018 Class I ¹	FYE 6/2018 Class II ²	FYE 6/2018 Total	FYE 6/2017 Total	Increase/ (Decrease)
Gross Wagered	\$ 3,732,049	\$ 14,158,561	\$ 17,890,610	\$ 20,195,545	(\$2,304,935)
Less Expenses					
Prizes	2,757,382	9,907,899	12,665,281	14,519,494	(1,854,212)
Operator Commissions ³		867,632	867,632	1,064,060	(196,428)
Expenses	326,571	1,103,839	1,430,410	1,873,221	(442,811)
Taxes ⁴	<u>89,569</u>	<u>337,263</u>	<u>426,832</u>	<u>484,553</u>	<u>(57,721)</u>
Profit	\$ 558,527	\$ 1,941,928	\$ 2,500,455	\$ 2,254,217	\$ 246,238

FYE 6/2018

Class I



73.88% Prizes
8.75% Expenses
2.40% Taxes
14.97% Profit

Class II



69.98% Prizes
7.80% Expenses
2.38% Taxes
6.13% Operator Commissions
13.71% Profit

	FYE 6/2018	FYE 6/2017
Number of Pickle Card Units Sold	8,216	9,167

¹ Class I licensees sell pickle cards at their own premises (such as a club facility) and at their bingo games (if licensed for bingo).

² Class II licensees, in addition to selling at their clubs and bingo games, can also sell pickle cards through licensed pickle card operators.

³ Applies to Class II only. The statutory maximum allowed for a pickle card operator commission is 30% of definite profit, which is approximately 7% of gross proceeds.

⁴ The statutory pickle card tax rate is 10% of definite profit, which is approximately 2.40% of gross proceeds.

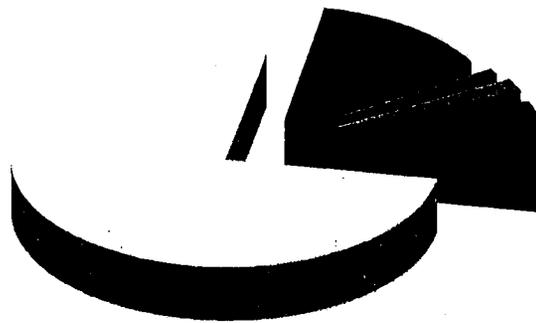
The Games - Keno

Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2018 and June 2017

	FYE 6/2018	FYE 6/2017	Increase/ (Decrease)
Gross Wagered	\$ 256,873,899	\$ 245,649,576	\$11,224,323
Less Expenses			
Prizes	198,006,163	188,165,796	9,840,367
Lottery Operator Commissions	32,971,669	31,872,660	1,099,009
Expenses	1,500,473	1,430,914	69,559
Taxes	<u>5,137,478</u>	<u>4,912,992</u>	<u>224,486</u>
Profit	\$ 19,258,116	\$ 19,267,214	(\$9,098)

FYE 6/2018



- 77.08% Prizes
- 12.84% Lottery Operator Commissions
- 0.58% Expenses
- 2.00% Taxes
- 7.50% Profit

Gross Wagered by Licensee

Keno

County/City	FYE 6/2018	FYE 6/2017	County/City	FYE 6/2018	FYE 6/2017
Albion	\$ 161,118	\$ 200,911	Lyman	158,346	266,972
Alliance	178,678	128,700	Madrid	58,763	15,913
Ashland	785,121	772,970	Malcolm	10,111	NL
Auburn	84,877	94,885	Marquette	39,939	65,477
Bancroft	175,603	117,376	McCook	1,178,438	1,401,566
Battle Creek	192,217	198,518	McGrew	155,186	111,699
Bayard	122,725	66,267	Memphis	91,569	101,129
Beatrice	737,539	766,135	Milligan	28,543	105,259
Beemer	61,903	90,499	Minatare	67,448	2,912
Bellevue	10,010,714	9,108,591	Monroe	253,446	266,204
Bennet	51,319 ²	NL	Morse Bluff	72,461	100,002
Bennington	0 ²	0 ²	Naponee	13,609	10,183
Big Springs	34,575	69,024	Neligh	177,631	205,672
Blair	963,304	1,079,512	Niobrara	8,693	634
Bloomfield	31,253	27,739	Norfolk	5,239,154	4,532,814
Blue Hill	126,981	162,525	North Bend	90,006	56,623
Blue Springs	533,745	449,064	North Loup	0	94,801
Bridgeport	370,611	468,890	North Platte	5,510,681	5,916,724
Broken Bow	210,197	208,317	Oak	180,773	61,535
Cass Co.	325,555	335,963	Omaha	72,355,946	65,397,798
Cedar Creek	62,132	131,311	O'Neill	0	10
Chadron	27,103	37,889	Orchard	159,919	170,072
Chase Co.	25,128	24,591	Ord	159,828	269,347
Cheyenne Co.	978,369	788,935	Osceola	36,820	71,767
Cody	19,555	52,923	Osmond	152,683	108,136
Columbus	5,031,186	5,020,483	Otoe Co.	496,458	591,522
Crawford	212,497	187,502	Oxford	33,520	30,409
Crete	572,439	843,538	Papillion	9,533,790	8,546,757
Dannebrog	48,015	63,200	Peru	NL	6,570
David City	45,637	59,089	Petersburg	33,328	33,222
Dawson Co.	1,027,812	1,173,966	Pierce	63,479	161,883
Denton	3,896,392	4,109,170	Pierce Co.	25,593	17,127
Deshler	21,159	NL	Plainview	141,631	193,800
Deuel Co.	136,337	174,323	Plattsmouth	2,503,519	2,459,601
Doniphan	191,932	194,571	Potter	80,688	165,891
Dorchester	149,552	91,123	Ralston	24,306,083	23,452,428
Eagle	79,618	255,275	Ravenna	6,371	34,371
Elm Creek	143,429	263,794	Raymond	327,609	313,550
Ericson	104,670	91,522	Roca	644,920	472,910
Eustis	146,037	186,008	Rulo	201,849	131,173
Ewing	457,939	475,326	Rushville	31,062	40,767
Exeter	480,538	241,105	Sargent	20,978	42,881
Fairbury	377,915	628,549	Sarpy Co.	3,510,061	2,992,059
Filley	122,202	45,357	Schuyler	627,583	610,695
Fort Calhoun	174,211	167,065	Scotia	148,474	NL
Franklin	1,560	30,321	Scotts Bluff Co.	4,492,856	4,571,284
Fremont	5,497,370	5,010,204	Shelby	16,652	22,071
Friend	53,569	58,437	Shelton	185,263	265,659
Fullerton	30,240	27,752	Silver Creek	280,632	374,041
Garden Co.	16,044	20,310	South Sioux City	972,304	759,679
Geneva	242,216	96,235	Spalding	561,704	470,396
Genoa	184,139	60,642	Sprague	240,757	425,979
Gerling	1,670,529	1,709,144	Springfield	365,137	398,952
Gosper Co.	45,362	26,168	St. Edward	39,784	32,342
Grant	19,479	26,281	St. Paul	631,653	801,496
Greenwood	108,216	186,702	Sterling	17,677	144,455
Gretna	1,172,675 ³	1,357,049	Stuart	0	20,740
Hadar	0 ³	219,606	Superior	284,016	328,249
Hall Co.	8,021,902	7,022,644	Surprise	171,645	139,114
Hallam	38,349	NL	Sutherland	138,931	124,722
Harlan Co.	214,313	237,536	Sutton	95,034	424,295
Hartington	19,920	17,759	Syracuse	146,024	201,351
Harvard	455,243	333,349	Tecumseh	444,015	479,566
Hastings	3,111,884	3,211,271	Tekamah	258,278	220,034
Hemingford	96,596	131,035	Terrytown	0	5,016
Hickman	293,654	286,487	Tilden	268,145	319,180
Holdrege	158,464	129,858	Trenton	51,145	53,716
Howells	1,904	3,025	Unadilla	393,078	424,764
Humphrey	68,258	70,297	Utica	32,449	0 ¹
Johnson Co.	7,181	32,630	Valley	321,542	260,984
Johnstown	39,502	42,630	Valparaiso	5,399	21,447
Kearney	6,208,492	6,230,988	Venango	142,403	137,747
Keith Co.	924,541	1,094,072	Waco	230,391	221,432
Kimball	421,280	499,686	Wahoo	151,203	144,908
Knox Co.	105,035	69,555	Waterloo	321,572	294,816
LaVista	18,399,263	17,234,377	Wauneta	97,143	82,784
Lawrence	64,370	17,962	Waverly	3,625,535	3,543,326
Leigh	1,769	1,861	Wayne	307,897	267,595
Lincoln	35,993,396	33,473,556	Wilber	0	1,303
Lindsay	50,299	87,046	Wolbach	54,817	148,690
Lodgepole	1,874	0	Wymore	90,712	124,853
Long Pine	338,241	474,983	Wynot	67,400	NL
Lorton	119,808	95,882	York	139,970	98,203
Louisville	62,962	123,799	Yutan	314,810	299,407
Loup City	39,299	80,529			
			TOTALS	\$256,873,899	\$245,649,576

¹ City/County was licensed in 2017, but did not operate keno at that time.

² Bennington now has an interlocal agreement with Omaha and their proceeds are reporting in Omaha.

³ Hadar now has an interlocal agreement with Norfolk and proceeds are reported by Norfolk.

NL = not licensed

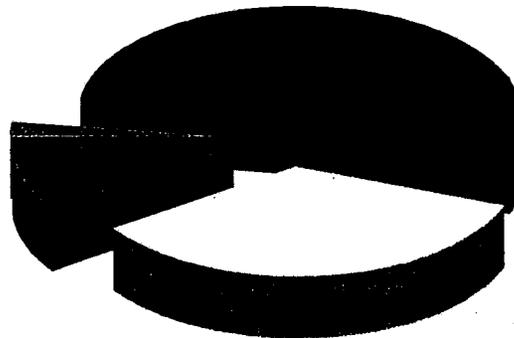
The Games - Lottery/Raffle¹

Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2018 and June 2017

	FYE 6/2018	FYE 6/2017	Increase/ (Decrease)
Lottery Gross Wagered	\$ 4,732,339	\$ 3,860,098	\$ 872,241
Raffle Gross Wagered	<u>3,859,534</u>	<u>4,912,852</u>	(1,053,318)
Total Gross Wagered	\$ 8,591,873	\$ 8,772,950	(181,077)
Less Expenses			
Prizes	3,098,328	2,760,366	337,962
Expenses	463,695	505,326	(41,631)
Taxes	<u>171,838</u>	<u>175,458</u>	(3,620)
Profit	\$ 4,858,012	\$ 5,331,800	(\$ 473,788)

FYE 6/2018



36.06% Prizes
 2.00% Taxes
 5.40% Expenses
 56.54% Profit

¹ A lottery awards primarily cash prizes; a raffle must have at least 80% of its total prize value in merchandise.

For further information, please contact the Nebraska Department of Revenue, Charitable Gaming Division,
 137 NW 17th Street, PO Box 94855, Lincoln, Nebraska 68509-4855,
 402-471-5937 or toll free 877-564-1315
revenue.nebraska.gov/gaming

Charitable Gaming

2019 Annual Report

NEBRASKA

Good Life. Great Service.

DEPARTMENT OF REVENUE

Produced by the Nebraska Department of Revenue, Charitable Gaming Division

*Charitable Gaming
proceeds benefit nonprofit
organizations across Nebraska.*

In compliance with Neb. Rev. Stat. § 9-1110, this report summarizes tax revenues received from charitable gaming activities in Nebraska, as well as the expenses incurred in the administration and enforcement of the various charitable gaming acts.

Total dollars wagered on charitable gaming activities for FY2018-19 were \$294.8 million, a 2.1% increase from FY2017-18, when approximately \$288.7 million was wagered.

Tax receipts from all charitable gaming activities for FY2018-19 were \$6 million, a 2.0% increase from FY2017-18.

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Fiscal Year Summary
July 1, 2018 to June 30, 2019

Revenue, Budget, and Expenditures

The regulation and enforcement activities of the Charitable Gaming Division are self-supported by 40% of the taxes collected from bingo, pickle card, keno, and lottery/raffle activities, and a portion of the biennial license fees. On or before November 1 of each year, \$50,000 is transferred from the Charitable Gaming Operations Fund to the Compulsive Gamblers Assistance Fund if funds are available. The remaining 60% of taxes and other licensing fees are credited to the General Fund.

Revenue for the Charitable Gaming Operations Cash Fund and the General Fund from July 1, 2018, through June 30, 2019, was as follows:

Revenue			
<u>Receipt Type</u>	<u>General Fund</u>	<u>Cash Fund</u>	<u>Total</u>
Tax Revenue	\$ 3,567,150	\$ 2,385,809	\$ 5,952,959
Fee Revenue ¹	81,650	45,740	127,390
Other Revenue (Primarily Interest)		48,352	48,352
Total Revenue	\$ 3,648,800	\$ 2,479,901	\$ 6,128,701

Budget and Expenditures - Finance

<u>Expenditure Type</u>	<u>Budgeted Amount²</u>	<u>Actual Expenditure³</u>
Personal Services (Personnel)		
Salaries	\$ 1,035,063	\$ 843,084
Benefits	<u>383,092</u>	<u>293,149</u>
Total Personal Services	\$ 1,418,155	\$ 1,136,233
Operating Expenses	239,742	204,026
Travel Expenses	46,646	52,633
Capital Outlay	22,519	88,935
Total Charitable Gaming Expenses	\$ 1,727,062	\$ 1,481,827

¹ Actual general and cash fund fees collected.

² Budgeted amounts for FY2018-2019.

³ Actual expenses recorded on a cash basis of accounting.

Fiscal Year Summary
July 1, 2018 to June 30, 2019

Charitable Gaming Activities

Licensing

The number of licenses issued by type can be found on [page 6](#) and includes a comparison to the prior reporting period.

Licensing actions for the reporting period were as follows:

License application denials resolved by failure to contest within 30 days	3
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Financial Compliance and Review

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Keno annual reports	180
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Annual report shortages or audited losses	44

Charitable Gaming Inspections

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Annual report reviews and filing follow-ups	1,001
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Keno compliance inspections	339
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Organization pickle card inspections	52
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Investigations resulting from alleged violations or complaints.....	151
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Wagering

Summary of Gaming Dollars Wagered, Taxes, and Fees

Gaming Dollars Wagered

	FYE 6/2019	FYE 6/2018	Increase/ (Decrease)	Percentage Change
County/City Lottery (Keno)	\$264,418,589	\$256,873,899	\$7,544,690	2.94%
Pickle Cards	16,654,331	17,890,610	(1,236,279)	(6.91%)
Bingo	5,406,209	5,393,144	13,065	.24%
Lottery/Raffle	8,339,876	8,591,873	(251,997)	(2.93%)
Total Dollars Wagered	\$294,819,005	\$288,749,526	\$6,069,479	2.10%

Gaming Tax Revenue

	FYE 6/2019	FYE 6/2018	Increase/ (Decrease)	Percentage Change
County/City Lottery (Keno) ¹	\$5,288,372	\$5,137,478	\$150,894	2.94%
Pickle Cards ²	397,526	426,832	(29,306)	(6.87%)
Bingo ³	162,187	161,795	392	.24%
Lottery/Raffle ¹	166,797	171,838	(5,041)	(2.93%)
Total Tax Revenue	\$6,014,882	\$5,897,943	\$116,939	1.98%

Gaming License Fees

	FYE 6/2019	FYE 6/2018	Increase/ (Decrease)	Percentage Change
Cash Fund	\$ 58,430	\$ 97,290	(\$ 38,860)	(39.94%)
General Fund	85,850	223,976	(138,126)	(61.67%)
Total License Fees	\$ 144,280	\$ 321,266	(176,986)⁵	(55.09%)⁵

Total Taxes and License Fees	\$6,159,162	\$6,219,209	(\$ 60,047)	(0.97%)
-------------------------------------	--------------------	--------------------	--------------------	----------------

¹ 2% of gross proceeds

² 10% of definite profit

³ 3% of gross receipts

⁴ Based upon taxes reported on tax returns filed for FY2018-2019 reporting periods. The actual tax revenue on a cash basis for FY2018-2019 was \$5,952,959 (difference is due to a 30-day filing offset).

⁵ Decrease is attributable to biennial licensing cycle.

Wagering

Gross Wagering by County

County	Bingo		Pickle Cards		Lottery/Raffle		Keno		Total	
	FYE 6/2019	FYE 6/2018	FYE 6/2019	FYE 6/2018	FYE 6/2019	FYE 6/2018	FYE 6/2019	FYE 6/2018	FYE 6/2019	FYE 6/2018
Adams	\$ 158,452	\$ 118,558	\$ 363,915	\$ 477,275	\$ 225,034	\$ 206,473	\$ 3,111,778	\$ 3,111,884	\$ 3,857,179	\$ 3,914,190
Antelope				5,970	151,712	163,242	809,555	747,326	961,267	916,538
Arthur					No Activity					
Banner					No Activity					
Blaine					No Activity					
Boone			20,797	56,340	166,152	159,017	481,117	234,230	668,066	449,587
Box Butte	84,396	68,703	73,164	72,844	38,405	46,950	188,678	275,274	384,643	483,771
Boyd					No Activity					
Brown	3,843	4,448	10,195	11,880		12,130	300,466	377,743	314,504	406,201
Buffalo	132,458	137,684	828,780	687,877	172,365	127,190	7,334,581	6,543,555	8,468,184	7,496,306
Burt			39,210	34,930	10,515	11,850	282,147	258,278	331,872	305,058
Butler			25,740	29,377	115,861	132,946	237,020	217,282	378,621	379,605
Cass	12,942	20,561	332,789	358,297	43,034	57,664	3,087,001	3,132,002	3,475,766	3,568,524
Cedar	1,610	1,648			316,804	247,053	72,914	87,320	391,328	336,021
Chase			4,598		7,500		137,613	122,271	149,711	122,271
Cherry	5,510	6,545	280,990	363,510			25,790	19,555	312,290	389,610
Cheyenne	19,860	17,506	179,305	178,726	33,409	32,592	1,135,662	1,060,931	1,368,236	1,289,755
Clay			21,578	31,887	30,000	32,698	611,835	550,277	663,413	614,862
Colfax	45,757	49,548	30,663	32,971	76,861	74,941	649,163	631,256	802,444	788,716
Cuming			202,653	256,313	120,895	218,550	230,023	237,406	553,571	712,269
Guster	6,180	7,435	10,205	10,830	47,700	57,940	494,983	231,175	559,088	307,380
Dakota	6,006		187,772	139,770	66,623	66,409	1,073,655	972,304	1,333,056	1,178,483
Dawes	1,766	1,196			40,000	30,000	203,780	239,600	245,546	270,796
Dawson	19,228	36,522	30,393	32,551	33,710		1,321,237	1,027,812	1,404,568	1,096,885
Deuel							150,245	170,912	150,245	170,912
Dixon			139,940	153,057	38,310	25,790			178,250	178,847
Dodge	14,986	18,905	657,431	832,336	134,965	175,080	6,355,770	5,587,376	7,163,152	6,613,697
Douglas	1,966,124	1,852,785	3,955,864	4,025,707	2,255,674	2,483,428	101,502,330	97,305,143	109,679,992	105,667,063
Dundy					No Activity					
Fillmore	8,114	8,743	222,786	213,305	81,270	66,010	570,998	751,297	883,168	1,039,355
Franklin						5,580	53,624	15,169	53,624	20,749
Frontier			23,820	18,120			104,292	146,037	128,112	164,157
Furnas			13,968	9,975	14,935	14,290	2,987	33,520	31,890	57,785
Gage	32,217	28,033	198,098	178,608	15,075		1,175,804	1,484,198	1,421,192	1,690,839
Garden			8,970		12,650	16,340	19,108	16,044	40,728	32,384
Garfield			51,840	34,560	21,880	34,250			73,520	68,810
Gosper					4,000	4,460	54,559	45,362	58,559	49,822
Grant					No Activity					
Greeley					21,030	28,434	758,318	764,995	777,348	793,429
Hall	390,111	314,138	1,125,570	1,408,899	219,524	197,018	7,270,322	8,213,834	9,006,527	10,134,889
Hamilton			159,540	133,252	10,278	8,957	1,128	39,939	170,946	182,148
Harlan			33,910	73,825		9,120	212,750	214,313	246,660	297,258
Hayes					22,100				22,100	
Hitchcock			31,800	25,845	9,812	12,299	45,211	51,145	86,823	89,289
Holt			108,675	60,773	158,890	106,025	513,737	457,939	781,302	624,737
Hooker					15,000	15,000			15,000	15,000
Howard			35,469	50,703	175,720	194,750	695,965	679,668	907,154	926,121

Wagering

Gross Wagering by County (continued)

County	Bingo		Pickle Cards		Lottery/Raffle		Keno		Total	
	FYE 6/2019	FYE 6/2018	FYE 6/2019	FYE 6/2018	FYE 6/2019	FYE 6/2018	FYE 6/2019	FYE 6/2018	FYE 6/2019	FYE 6/2018
Jefferson	12,553	14,555	131,409	143,627	12,620	19,950	348,829	377,915	505,411	556,047
Johnson	2,675	4,693				14,100	360,207	468,873	362,882	487,666
Kearney			104,160	145,896	60,818	82,384			164,978	228,280
Keith	30,533	17,855	90,807	144,840			842,440	924,541	983,780	1,087,236
Keya Paha					No Activity					
Kimball			3,975	6,030	44,700	49,550	421,326	421,280	470,001	476,860
Knox	4,057	4,309			86,770	80,747	293,559	144,981	384,386	230,037
Lancaster	1,075,215	1,226,405	3,212,462	3,286,045	831,196	1,008,381	48,327,001	45,122,042	53,445,874	60,642,873
Lincoln	51,814	84,403	621,816	578,393	104,395	109,380	5,581,965	5,649,612	6,359,990	6,421,788
Logan				2,196						2,196
Loup				11,833						11,833
Madison	134,377	114,444	356,788	368,511	290,708	308,949	5,203,328	5,431,371	5,985,201	6,223,275
McPherson					No Activity					
Merrick			72,223	74,147	15,795	12,870	333,209	280,632	421,227	367,649
Morrill							439,774	493,336	439,774	493,336
Nance	5,116	6,589	26,090	34,438	19,800	10,000	469,698	214,379	520,704	265,406
Nemaha	7,562	8,299	4,320	4,320			101,483	84,877	113,365	97,496
Nuckolls			11,700	25,200	59,260	21,156	453,081	529,159	524,011	575,515
Otoe			77,800	75,060	16,550	15,595	1,072,605	1,155,368	1,166,955	1,246,023
Pawnee	1,876	1,992							1,876	1,992
Perkins							399,503	220,645	399,503	220,645
Phelps			60,833	43,968	5,293	6,470	150,873	158,464	216,999	208,902
Pierce	5,756	4,844	47,250	67,478	149,700	11,075	156,388	241,755	359,094	325,152
Platte	224,691	232,002	450,698	495,824	608,457	674,002	5,157,062	5,403,189	6,441,908	6,805,017
Polk			70,500	111,876			14,970	53,472	85,470	165,348
Red Willow	53,749	64,010	135,078	176,750	58,185	68,248	1,401,465	1,178,438	1,648,477	1,487,446
Richardson			13,048	48,065	164,020	58,415	234,412	201,849	411,480	308,329
Rock					No Activity					
Saline	9,430	9,128	176,760	226,771	89,514	107,225	1,115,503	775,580	1,391,207	1,118,684
Sarpy	597,128	655,131	420,558	619,662	212,804	242,133	40,895,814	40,991,640	42,126,104	42,508,566
Saunders	8,969	9,867	170,605	187,355	90,863	150,054	1,394,073	1,420,563	1,664,510	1,767,839
Scotts Bluff	250,248	217,278	371,138	500,064	145,160	177,980	5,786,603	6,544,365	6,563,149	7,439,687
Seward			112,342	99,337	53,670	45,450	66,504	32,449	232,516	177,236
Sheridan			24,444	10,957	27,455	39,296	14,559	31,062	66,458	81,315
Sherman	8,295	8,515	47,419	45,959	24,900		45,284	39,299	125,898	93,773
Sioux					No Activity					
Stanton			23,449	25,950					23,449	25,950
Thayer					45,821	7,226	8,756	21,159	54,577	28,385
Thomas					No Activity					
Thurston					No Activity					
Valley	14,605	15,867	20,070	10,350	37,350		188,931	159,828	260,956	186,045
Washington			93,394	33,222	62,368	61,607	1,074,979	1,137,515	1,230,741	1,232,344
Wayne			87,711	97,468	82,316	92,430	263,804	307,897	433,831	497,795
Webster					7,200	13,365	83,922	126,981	91,122	140,346
Wheeler							88,467	104,670	88,467	104,670
York			205,058	187,905	24,905	29,359	344,086	370,361	574,049	587,625
TOTAL	\$5,406,209	\$6,393,144	\$16,654,331	\$17,890,610	\$8,339,876	\$8,591,873	\$264,418,589	\$256,873,899	\$294,819,005	\$288,749,526

Licensing

Licensee Comparison of Current Year to Prior Year

	Biennial License Fee	Number of Licenses FYE 6/2019	Number of Licenses FYE 6/2018	Net Change
Keno				
Counties, cities, and villages licensed to conduct keno	\$ 100	177	172	5
Keno lottery operators	\$ 500	172	164	8
Keno sales outlet locations (including satellite locations) ¹	-	774	756	18
Keno lottery workers	-	2,636	2,976	(340)
Pickle Card				
Organizations licensed to conduct Class I lottery by pickle cards	\$ 200	132	140	(8)
Organizations licensed to conduct Class II lottery by pickle cards	\$ 300	175	184	(9)
Pickle card operators	\$ 100	505	504	1
Pickle card operator authorizations	-	599	627	(28)
Sales agents	\$ 100	237	252	(15)
Bingo				
Organizations licensed to conduct Class I bingo	\$ 30	55	53	2
Organizations licensed to conduct Class II bingo	\$ 100	10	13	(3)
Gaming Managers	\$ 100	13	17	(4)
Lessors of commercial bingo halls	-	4	4	0
Commercial bingo halls	\$ 200	5	5	0
Lottery/Raffle				
Organizations licensed to conduct lotteries and raffles	\$ 30	408	382	26
Manufacturers and Distributors				
Manufacturers of bingo equipment and pickle cards	\$3,050	5	5	0
Distributors of bingo equipment and pickle cards	\$3,050	3	3	0
Manufacturer-distributors of keno supplies and equipment	\$1,525	6	6	0
Other Licenses and Permits				
Special Event bingo permits ²	\$ 15	112	101	11
Pickle card dispensing devices registered ³	\$ 50	549	586	(37)
Lottery and raffle special permits ⁴	\$ 10	340	322	18
Utilization of funds members ⁵	\$ 40	844	810	34

¹ Number of physical sales outlet locations was 528. Some locations may hold a license for more than one lottery.

² Fee per event; maximum of two events per calendar year not to exceed 14 days in total.

³ Fee per device; calendar year registration.

⁴ Fee per permit; one per 12-month period ending September 30 each year; valid for maximum of three consecutive calendar months for special lottery or special raffle, or both.

⁵ Biennial fee; licensed organizations are required to license at least one utilization of funds member who is responsible for the proper use of bingo receipts, pickle card proceeds, or lottery and raffle proceeds.

Licensing Keno Licenses by County ¹

	Counties, Cities, & Villages		Lottery Operators ²		Sales Outlets	
	FYE 6/2019	FYE 6/2018	FYE 6/2019	FYE 6/2018	FYE 6/2019	FYE 6/2018
ANTELOPE	2	2			3	3
BLAINE		1				
BOONE	4	3			6	3
BOX BUTTE	2	2			2	2
BROWN	2	2			2	2
BUFFALO	3	3	1	1	7	7
BURT	2	1			3	2
BUTLER	2	2			3	2
CASS	7	6	1	1	12	11
CEDAR	2	2			2	2
CHASE	2	2			2	2
CHERRY	1	1	1	1		
CHEYENNE	3	3	1	1	6	7
CLAY	2	2			3	3
COLFAX	6	3			5	5
CUMING	2	2			2	2
CUSTER	2	2			3	2
DAKOTA	2	2			3	3
DAWES	2	2			3	3
DAWSON	1	1			7	7
DEUEL	2	2			2	2
DODGE	3	3			22	19
DOUGLAS	6	6	17	17	358	362
FILLMORE	3	3	1	1	2	2
FRANKLIN	2	1			2	1
FRONTIER	1	1			1	1
FURNAS	2	2				
GAGE	4	4	1	1	7	6
GARDEN	1	1			2	2
GOSPER	1	1				
GREELEY	3	3	1	1	2	3
HALL	2	2	1	1	9	9
HAMILTON	1	1			1	1
HARLAN	1	1			1	2
HITCHCOCK	1	1			1	1
HOLT	2	2			2	2
HOWARD	2	2			2	2
JEFFERSON	1	1			2	2
JOHNSON	2	1			2	1
KEITH	1	1			6	7
KIMBALL	1	1			2	2
KNOX	3	3			5	5
LANCASTER	11	11	29	26	106	100
LINCOLN	3	3	2	2	9	9
MADISON	3	3			11	10
MERRICK	1	1			2	2
MORRILL	2	2			3	3
NANCE	2	2			4	3
NEMAHA	2	2			2	2
NUCKOLLS	2	2			3	3
OTOE	4	4	1	1	7	7
PERKINS	3	3			3	3
PHELPS	1	1	1	1	1	1
PIERCE	5	5			6	7
PLATTE	5	5	71	67	18	17
POLK	2	2			1	2
RED WILLOW	1	1	1	1	3	3
RICHARDSON	1	1			2	1
SALINE	3	3			5	5
SARPY	6	6	22	21	40	37
SAUNDERS	8	7	2	2	9	8
SCOTTS BLUFF	5	5	6	6	16	15
SEWARD	1	1			1	1
SHERIDAN	1	1			1	1
SHERMAN	1	1			1	1
THAYER	2	2			1	1
VALLEY	2	2			3	2
WASHINGTON	3	3	1	1	5	5
WAYNE	1	1			1	1
WEBSTER	1	1			1	1
WHEELER	1	1			1	1
YORK	2	2	1	1	2	2
TOTAL	177	172	172	164	774³	756³

¹ Only those counties with keno licensees in these years are listed.

² Lottery operator licenses based on principal office location.

³ Number of physical sales outlet locations was 528. Some locations may hold a license for more than one lottery.

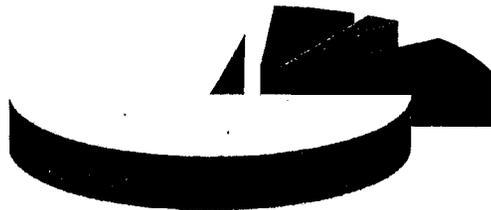
The Games - Bingo
Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2019 and June 2018

	FYE 6/2019 Class I ¹	FYE 6/2019 Class II ²	FYE 6/2019 Total	FYE 6/2018 Total	Increase/ (Decrease)
Gross Wagered	\$1,143,925	\$4,262,284	\$5,406,209	\$ 5,393,144	\$13,065
Less Expenses					
Prizes	985,350	2,845,097	3,830,447	3,730,771	99,676
Expenses	64,001	1,140,676	1,204,677	1,233,657 ⁴	(28,980)
Taxes	34,318	127,869	162,187	161,795	392
Profit	\$ 60,256	\$ 148,642	\$ 208,898	\$ 266,921	(\$58,023)

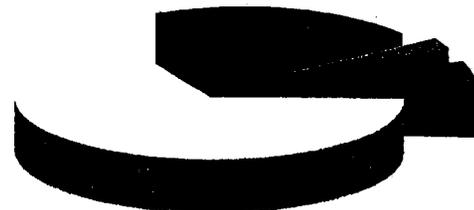
FYE 6/2019

Class I



86.14% Prizes
 5.59% Expenses
 3.00% Taxes
 5.27% Profit

Class II



66.75% Prizes
 26.76% Expenses³
 3.00% Taxes
 3.49% Profit

¹ Class I Bingo - Gross receipts under \$100,000 annually.

² Class II Bingo - Gross receipts of \$100,000 or more annually.

³ Includes both variable and fixed expenses. Class II expenses in excess of 14% are attributable to rental of bingo halls.

⁴ This amount has been adjusted from the FY2018 report. Bingo II expenses for that year were understated.

The Games - Pickle Cards

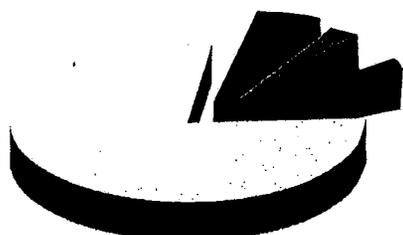
Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2019 and June 2018

	FYE 6/2019 Class I ¹	FYE 6/2019 Class II ²	FYE 6/2019 Total	FYE 6/2018 Total	Increase/ (Decrease)
Gross Wagered	\$ 3,224,961	\$ 13,429,370	\$ 16,654,331	\$ 17,890,610	(\$1,236,279)
Less Expenses					
Prizes	2,706,955	9,125,389	11,832,344	12,665,281	(832,937)
Operator Commissions ³		820,380	820,380	867,632	(47,252)
Expenses	403,556	1,163,986	1,567,542	1,430,410	137,132
Taxes ⁴	76,971	320,555	397,526	426,832	(29,306)
Profit	\$ 37,479	\$ 1,999,060	\$ 2,036,539	\$ 2,500,455	(\$ 463,916)

FYE 6/2019

Class I



83.94% Prizes
 2.39% Taxes
 12.51% Expenses
 1.16% Profit

Class II



67.96% Prizes
 2.39% Taxes
 6.11% Operator Commissions
 14.88% Profit
 8.67% Expenses

	FYE 6/2019	FYE 6/2018
Number of Pickle Card Units Sold	7,539	8,216

¹ Class I licensees sell pickle cards at their own premises (such as a club facility) and at their bingo games (if licensed for bingo).

² Class II licensees, in addition to selling at their clubs and bingo games, can also sell pickle cards through licensed pickle card operators.

³ Applies to Class II only. The statutory maximum allowed for a pickle card operator commission is 30% of definite profit, which is approximately 7% of gross proceeds.

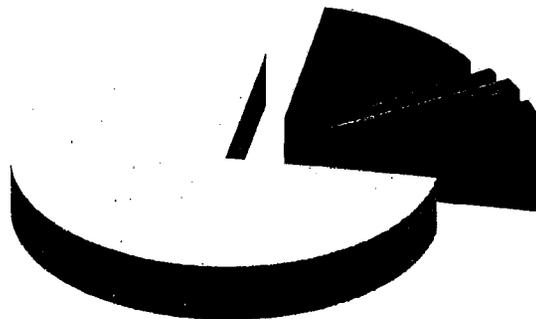
⁴ The statutory pickle card tax rate is 10% of definite profit, which is approximately 2.40% of gross proceeds.

The Games - Keno
Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2019 and June 2018

	FYE 6/2019	FYE 6/2018	Increase/ (Decrease)
Gross Wagered	\$ 264,418,589	\$ 256,873,899	\$7,544,690
Less Expenses			
Prizes	201,229,145	198,006,163	3,222,982
Lottery Operator Commissions	34,229,830	32,971,669	1,258,161
Expenses	1,577,584	1,500,473	77,111
Taxes	5,288,372	5,137,478	150,894
Profit	\$ 22,093,668	\$ 19,288,116	\$2,835,542

FYE 6/2019



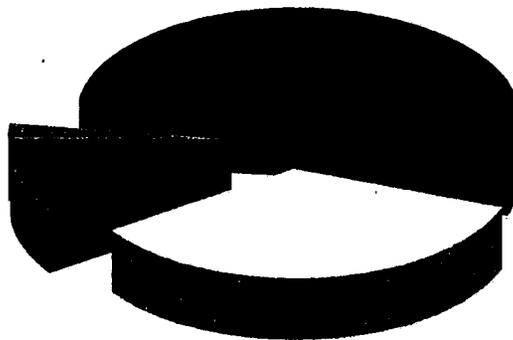
- 76.10% Prizes
- 12.95% Lottery Operator Commissions
- 0.60% Expenses
- 2.00% Taxes
- 8.35% Profit

The Games - Lottery/Raffle¹
 Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2019 and June 2018

	FYE 6/2019	FYE 6/2018	Increase/ (Decrease)
Lottery Gross Wagered	\$ 4,468,200	\$ 4,732,339	(\$ 264,139)
Wagered	<u>3,871,876</u>	<u>3,859,534</u>	<u>12,142</u>
Total Gross Wagered	\$ 8,339,876	\$ 8,591,873	(251,997)
Less Expenses			
Prizes	2,882,699	3,098,328	(215,629)
Expenses	538,482	463,695	74,787
Taxes	<u>166,797</u>	<u>171,838</u>	<u>(5,041)</u>
Profit	\$ 4,751,898	\$ 4,858,012	(\$ 106,114)

FYE 6/2019



34.56% Prizes
 2.00% Taxes
 6.46% Expenses
 56.98% Profit

¹ A lottery awards primarily cash prizes; a raffle must have at least 80% of its total prize value in merchandise.

For further information, please contact the Nebraska Department of Revenue, Charitable Gaming Division,
 137 NW 17th Street, PO Box 94855, Lincoln, Nebraska 68509-4855,
 402-471-5937 or toll free 877-564-1315
revenue.nebraska.gov/gaming



2020 Annual Report

NEBRASKA

Good Life. Great Service.

DEPARTMENT OF REVENUE

Produced by the Nebraska Department of Revenue, Charitable Gaming Division.

*Charitable Gaming
proceeds benefit nonprofit
organizations across Nebraska.*

In compliance with Neb. Rev. Stat. § 9-1,101, this report summarizes tax revenues received from charitable gaming activities in Nebraska, as well as the expenses incurred in the administration and enforcement of the various charitable gaming acts.

Total dollars wagered on charitable gaming activities for FY2019-20 were \$268 million, a 9.1% decrease from FY2018-19, when approximately \$294.8 million was wagered.

Tax receipts from all charitable gaming activities for FY2019-20 were \$5.4 million, a 9.52% decrease from FY2018-19.

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Fiscal Year Summary

July 1, 2019 to June 30, 2020

Revenue, Budget, and Expenditures

The regulation and enforcement activities of the Charitable Gaming Division are self-supported by 40% of the taxes collected from bingo, pickle card, keno, and lottery/raffle activities, and a portion of the biennial license fees. Beginning July 1, 2019, through June 30, 2021, on or before the last day of the last month of each calendar quarter, the State Treasurer shall transfer one hundred thousand dollars from the Charitable Gaming Operations Fund to the Compulsive Gamblers Assistance Fund. Beginning July 1, 2021, on or before November 1 each year, the State Treasurer shall transfer one hundred thousand dollars from the Charitable Gaming Operations Fund to the Compulsive Gamblers Assistance Fund, except that no transfer shall occur if the Charitable Gaming Operations Fund contains less than one hundred thousand dollars.⁵

Revenue for the Charitable Gaming Operations Cash Fund and the General Fund from July 1, 2019, through June 30, 2020, was as follows:

Revenue			
Receipt Type	General Fund	Cash Fund	Total
Tax Revenue (TC 35-00)	\$ 3,638,629	\$ 2,421,773	\$6,060,402
Fee Revenue (TC 35-01 and 35-02) ¹	186,610	74,440	261,050
Other Revenue (Primarily Interest)		55,440	55,440
Total Revenue	\$ 3,825,239	\$ 2,551,653	\$6,376,892

Budget and Expenditures - Finance

Expenditure Type	Budgeted Amount ²	Actual Expenditure ³
Personal Services (Personnel)		
Salaries	\$ 1,061,922	\$ 798,703
Benefits	<u>393,074</u>	<u>282,806</u>
Total Personal Services	\$ 1,454,996	\$ 1,081,509
Operating Expenses	239,742	156,590
Travel Expenses	48,672	39,934
Capital Outlay	22,519	413,422 ⁴
Total Charitable Gaming Expenses	\$ 1,765,929	\$ 1,691,455

¹ Actual general and cash fund fees collected.

² Budgeted amounts for FY2019-2020.

³ Actual expenses recorded on a cash basis of accounting.

⁴ Reflects new gaming licensing system.

⁵ Per LB 1009 passed after the end of the fiscal year in August 2020, according to 9-1,101(3)(c), after July 1, 2021 the \$100,000 annual transfer is discontinued and, "Any money remaining in the Charitable Gaming Operations Fund after the transfer pursuant to subdivision (b) of this subsection not used by the Charitable Gaming Division in its administration and enforcement duties pursuant to this section may be transferred to the General Fund and the Compulsive Gamblers Assistance Fund at the direction of the Legislature."

Fiscal Year Summary

July 1, 2019 to June 30, 2020

Charitable Gaming Activities

Licensing

The number of licenses issued by type can be found on page 6 and includes a comparison to the prior reporting period.

Licensing actions for the reporting period were as follows:

License application denials resolved by failure to contest within 30 days	1
License revoked per Tax Commissioner's Order	0
Administrative Fines assessed	5
Temporary Pickle Card Operator licenses granted	7

Cash Devices

Distributors operating	55
Cash devices	2,748
Decals issued	3,010
Operator locations	948

Financial Compliance and Review

Bingo, pickle card, and lottery/raffle annual reports	808
Organizations not filing timely annual reports	167
Keno (county/city lottery) annual reports	178
Field audits of bingo, pickle card, keno	9
Annual report shortages or audited losses	56

Charitable Gaming Inspections

Mechanical Amusement Device (MAD) inspections	802
Annual report reviews and filing follow-ups	697
Pickle card operator inspections	236
Keno compliance inspections	329
Administrative contacts and inquiries	457
Organization pickle card inspections	20
Organization bingo game inspections	11
Educational presentations to gaming licensees or potential licensees	10
Organization lottery and raffle inspections	4

Charitable Gaming Investigations

Investigations resulting from alleged violations or complaints	182
Manufacturer, distributor, and lottery operator background investigations	0

Wagering

Summary of Gaming Dollars Wagered, Taxes, and Fees

Gaming Dollars Wagered

	FYE 6/2020	FYE 6/2019	Increase/ (Decrease)	Percentage Change
County/City Lottery (Keno)	\$246,248,520	\$264,418,589	(\$18,170,069)	(6.87%)
Pickle Cards	12,736,255	16,654,331	(3,918,076)	(23.53%)
Bingo	3,407,722	5,406,209	(1,998,487)	(36.97%)
Lottery/Raffle	5,590,727	8,339,876	(2,749,149)	(32.96%)
Total Dollars Wagered	\$267,983,224	\$294,819,005	(\$26,835,781)	(9.10%)

Gaming Tax Revenue

	FYE 6/2020	FYE 6/2019	Increase/ (Decrease)	Percentage Change
County/City Lottery (Keno) ¹	\$4,924,943	\$5,288,372	(\$363,429)	(6.87%)
Pickle Cards ²	303,311	397,526	(94,215)	(23.70%)
Bingo ³	102,231	162,187	(59,956)	(36.97%)
Lottery/Raffle ¹	111,815	166,797	(54,982)	(32.96%)
Total Tax Revenue	\$5,442,300⁴	\$6,014,882	(\$572,582)	(9.52%)

Gaming License Fees

	FYE 6/2020	FYE 6/2019	Increase/ (Decrease)	Percentage Change
Cash Fund	\$ 71,695	\$ 58,430	\$ 13,265	22.70%
General Fund	356,870	85,850	271,020	315.69%
Total License Fees	\$ 428,565	\$ 144,280	\$ 284,285⁵	197.04%⁵

Total Taxes and License Fees	\$5,870,865	\$6,159,162	(\$288,297)	(4.68%)
-------------------------------------	--------------------	--------------------	--------------------	-----------------

¹ 2% of gross proceeds

² 10% of definite profit

³ 3% of gross receipts

⁴ Based upon taxes reported on tax returns filed for FY2019-2020 reporting periods. The actual tax revenue on a cash basis for FY2019-2020 was \$6,060,402 (difference is due to a 30-day filing offset).

⁵ Increase is attributable to biennial licensing cycle.

Wagering

Gross Wagering by County

County	Bingo		Pickle Cards		Lottery/Raffle		Keno		Total	
	FYE 6/2020	FYE 6/2019	FYE 6/2020	FYE 6/2019	FYE 6/2020	FYE 6/2019	FYE 6/2020	FYE 6/2019	FYE 6/2020	FYE 6/2019
Adams	\$ 107,201	\$ 156,452	\$ 224,334	\$ 383,915	\$ 72,270	\$ 225,034	\$ 2,517,323	\$ 3,111,778	\$ 2,921,128	\$ 3,857,179
Antelope					94,216	151,712	762,562	809,655	856,778	961,267
Arthur					No Activity					
Banner					No Activity					
Blaine					No Activity					
Boone			30,518	20,797	139,309	166,152	447,393	481,117	617,220	668,066
Box Butte	17,206	84,396	7,920	73,164	54,605	38,405	127,832	186,878	207,363	384,643
Boyd					No Activity					
Brown	3,054	3,843	10,178	10,195	11,990		256,866	300,466	282,088	314,504
Buffalo	86,835	132,458	750,912	828,780	23,865	172,365	6,295,454	7,334,581	7,157,066	8,468,184
Burt			13,680	39,210		10,515	348,357	282,147	362,037	331,872
Butler			16,200	25,740	87,034	115,861	195,346	237,020	298,580	378,621
Cass	14,748	12,942	251,082	332,789	1,675	43,034	2,647,866	3,087,001	2,915,351	3,475,766
Cedar	808	1,610			327,225	316,804	69,759	72,914	397,792	391,328
Chase			998	4,598	5,150	7,500	149,138	137,813	155,286	149,711
Cherry	3,740	5,510	242,169	280,990			80,327	26,790	326,236	312,290
Cheyenne		19,860	91,227	179,305	34,403	33,409	981,952	1,135,662	1,107,582	1,368,236
Clay			21,428	21,578	26,400	30,000	630,758	611,835	678,586	663,413
Colfax	33,893	45,757	33,784	30,663	77,857	76,861	510,567	649,163	656,101	802,444
Cuming			134,365	202,853	132,045	120,895	182,876	230,023	449,286	553,571
Custer	4,209	5,180	9,608	10,205		47,700	366,735	494,983	380,552	559,068
Dakota		6,006	168,950	187,772	20,550	65,623	1,043,448	1,073,655	1,232,948	1,333,056
Dawes	1,690	1,768				40,000	225,476	203,780	227,166	245,546
Dawson	20,095	19,228	17,862	30,393	10,560	33,710	1,116,483	1,321,237	1,165,000	1,404,568
Deuel							240,854	150,245	240,854	150,245
Dixon			80,790	139,940	14,700	38,310			95,490	178,250
Dodge	7,367	14,986	560,502	657,431	44,375	134,965	5,255,551	6,355,770	5,867,795	7,163,152
Douglas	1,274,580	1,966,124	2,915,192	3,955,864	1,402,089	2,255,674	95,307,295	101,502,330	100,899,156	109,679,992
Dundy					No Activity					
Fillmore	5,358	8,114	184,378	222,786		81,270	557,758	570,998	747,494	883,168
Franklin							64,745	53,624	64,745	53,624
Frontier			18,120	23,820				104,292	18,120	128,112
Furnas			9,045	13,968		14,935	37,815	2,987	46,860	31,890
Gage	15,938	32,217	162,159	198,096	14,776	15,075	1,075,136	1,175,804	1,268,009	1,421,192
Garden			18,218	8,970	1,180	12,650	7,675	19,108	27,073	40,728
Garfield			43,200	51,840		21,680			43,200	73,520
Gosper					12,810	4,000	52,950	54,559	65,560	58,559
Grant					No Activity					
Greeley					22,101	21,030	633,432	756,316	655,533	777,348
Hall	297,554	390,111	852,508	1,125,570	120,146	219,524	5,765,847	7,270,322	7,036,055	9,005,527
Hamilton			146,005	159,540		10,278		1,128	146,005	170,946
Harlan	2,596		23,895	33,910			133,679	212,750	160,170	246,660
Hayes					15,100	22,100			15,100	22,100
Hitchcock			33,720	31,800	5,280	9,812	18,851	45,211	57,851	86,823
Holt			58,581	108,675	47,890	158,890	564,153	513,737	670,624	781,302
Hooker					15,000	15,000			15,000	15,000
Howard			36,956	35,469	184,550	175,720	658,036	695,865	879,542	907,154

Wagering

Gross Wagering by County (continued)

County	Bingo		Pickle Cards		Lottery/Raffle		Keno		Total	
	FYE 6/2020	FYE 6/2019	FYE 6/2020	FYE 6/2019	FYE 6/2020	FYE 6/2019	FYE 6/2020	FYE 6/2019	FYE 6/2020	FYE 6/2019
Jefferson	7,592	12,553	94,342	131,409	12,114	12,620	351,175	348,829	465,223	505,411
Johnson	2,954	2,875					406,846	360,207	409,800	362,882
Kearney			66,228	104,160	21,130	60,818			87,358	164,978
Keith	25,389	30,533	107,874	90,807			837,250	842,440	970,513	963,780
Keya Paha					No Activity					
Kimball			998	3,975	39,450	44,700	323,457	421,326	363,805	470,001
Knox	1,514	4,057			60,438	86,770	170,560	293,559	232,512	384,386
Lancaster	781,318	1,075,215	2,419,753	3,212,462	580,068	831,196	46,425,754	48,327,001	50,216,893	53,445,874
Lincoln	42,479	51,814	506,676	621,818	48,472	104,395	4,644,608	5,581,965	5,242,235	6,359,990
Logan									0	0
Loup			2,985						2,985	0
Madison	112,557	134,377	250,711	356,788	171,691	290,708	5,593,595	5,203,328	6,128,554	5,985,201
McPherson					No Activity					
Merrick			61,243	72,223	17,640	15,795	306,605	333,209	385,488	421,227
Morrill					49,100		399,949	439,774	449,049	439,774
Nance	2,054	5,116	27,233	28,090	38,800	19,800	326,942	469,698	395,029	520,704
Nemaha	1,025	7,562	2,160	4,320			46,897	101,483	50,082	113,365
Nuckolls			6,578	11,700	38,752	59,250	323,165	453,061	368,495	524,011
Otoe			77,028	77,800	40,960	16,550	1,036,708	1,072,605	1,154,696	1,166,955
Pawnee	365	1,876							365	1,876
Perkins							326,036	399,503	326,036	399,503
Phelps			40,692	60,833		5,293	235,462	150,873	276,144	216,999
Pierce	3,657	5,756	22,481	47,250		149,700	160,904	156,388	187,022	359,094
Platte	182,856	224,691	328,993	450,698	598,167	609,457	4,808,998	5,157,062	5,719,014	6,441,908
Polk			61,674	70,500			16,353	14,970	78,027	85,470
Red Willow	36,829	53,749	153,896	135,078		58,185	1,134,863	1,401,465	1,325,588	1,648,477
Richardson			35,451	13,048	18,875	164,020	235,906	234,412	290,232	411,480
Rock					No Activity					
Saline	6,666	9,430	124,117	176,760	41,084	89,514	1,007,899	1,115,503	1,179,766	1,391,207
Sarpy	142,257	597,128	267,948	420,558	220,921	212,604	39,610,679	40,895,814	40,241,805	42,126,104
Saunders	6,183	8,969	174,768	170,605	83,398	90,863	1,433,733	1,394,073	1,698,080	1,664,510
Scotts Bluff	130,640	250,248	333,412	371,138	150,480	145,160	5,123,475	5,796,603	5,738,007	6,563,149
Seward			72,311	112,342	60,840	53,670	42,881	66,504	176,032	232,516
Sheridan			29,670	24,444	14,250	27,455	10,199	14,559	54,119	66,458
Sherman	6,038	8,295	31,459	47,419		24,900	39,478	45,284	76,975	126,898
Sioux					No Activity					
Stanton			17,471	23,449					17,471	23,449
Thayer					7,291	45,821	2,368	8,758	9,659	54,577
Thomas					70,000				70,000	0
Thurston					5,000				5,000	0
Valley	8,477	14,605	7,950	20,070	27,800	37,350	224,201	188,931	268,428	260,956
Washington			77,612	93,394			1,027,141	1,074,979	1,104,753	1,230,741
Wayne			43,272	87,711	56,800	82,316	203,442	263,804	303,314	433,831
Webster					11,305	7,200	58,344	83,922	69,649	91,122
Wheeler					80,750		2,819	88,467	83,569	88,467
York			120,826	205,058	2,282	24,805	219,743	344,086	342,850	574,049
TOTAL	\$3,407,722	\$5,406,209	\$12,736,255	\$16,654,331	\$5,590,727	\$8,339,876	\$246,248,520	\$264,418,589	\$267,983,224	\$294,819,005

Licensing

Licensee Comparison of Current Year to Prior Year

	Biennial License Fee	Number of Licenses FYE 6/2020	Number of Licenses FYE 6/2019	Net Change
Keno				
Counties, cities, and villages licensed to conduct keno	\$ 100	172	177	(5)
Keno lottery operators	\$ 500	164	172	(8)
Keno sales outlet locations (including satellite locations) ¹	-	741	774	(33)
Keno lottery workers	-	2798	2636	162
Pickle Card				
Organizations licensed to conduct Class I lottery by pickle cards	\$ 200	135	132	3
Organizations licensed to conduct Class II lottery by pickle cards	\$ 300	170	175	(5)
Pickle card operators	\$ 100	436	505	(69)
Pickle card operator authorizations	-	529	599	(70)
Sales agents	\$ 100	221	237	(16)
Bingo				
Organizations licensed to conduct Class I bingo	\$ 30	53	55	(2)
Organizations licensed to conduct Class II bingo	\$ 100	9	10	(1)
Gaming Managers	\$ 100	11	13	(2)
Lessors of commercial bingo halls	-	3	4	(1)
Commercial bingo halls	\$ 200	4	5	(1)
Lottery/Raffle				
Organizations licensed to conduct lotteries and raffles	\$ 30	382	408	(26)
Manufacturers and Distributors				
Manufacturers of bingo equipment and pickle cards	\$3,050	3	5	(2)
Distributors of bingo equipment and pickle cards	\$3,050	2	3	(1)
Manufacturer-distributors of keno supplies and equipment	\$1,525	5	6	(1)
Other Licenses and Permits				
Special Event bingo permits ²	\$ 15	83	112	(29)
Pickle card dispensing devices registered ³	\$ 50	504	549	(45)
Lottery and raffle special permits ⁴	\$ 10	328	340	(12)
Utilization of funds members ⁵	\$ 40	791	844	(53)

¹ Number of physical sales outlet locations was 497. Some locations may hold a license for more than one lottery.

² Fee per event; maximum of two events per calendar year not to exceed 14 days in total.

³ Fee per device; calendar year registration.

⁴ Fee per permit; one per 12-month period ending September 30 each year; valid for maximum of three consecutive calendar months for special lottery or special raffle, or both.

⁵ Biennial fee; licensed organizations are required to license at least one utilization of funds member who is responsible for the proper use of bingo receipts, pickle card proceeds, or lottery and raffle proceeds.

Licensing

Keno Licenses by County¹

	Counties, Cities, & Villages		Lottery Operators ²		Sales Outlets	
	FYE 6/2020	FYE 6/2019	FYE 6/2020	FYE 6/2019	FYE 6/2020	FYE 6/2019
ADAMS	1	1	11	10	3	2
ANTELOPE	2	2			3	3
BLAINE						
BOONE	4	4			6	6
BOX BUTTE	1	2			1	2
BROWN	2	2			2	2
BUFFALO	4	3	1	1	6	7
BURT	2	2			2	3
BUTLER	2	2			2	3
CASS	8	7	1	1	12	12
CEDAR	2	2			2	2
CHASE	2	2			2	2
CHEERY	1	1	1	1		
CHEYENNE	3	3	1	1	6	6
CLAY	2	2			4	3
COLFAX	2	3			4	5
CUMING	2	2			2	2
CUSTER	2	2			2	3
DAKOTA	2	2			4	3
DAWES	2	2			3	3
DAWSON	1	1			6	7
DEUEL	1	2			2	2
DODGE	6	3			21	22
DOUGLAS	6	6	17	17	342	358
FILLMORE	3	3	1	1	2	2
FRANKLIN	1	2			1	2
FRONTIER		1				1
FURNAS	2	2			2	
GAGE	4	4	1	1	6	7
GARDEN	1	1			3	2
GOSPER	1	1			2	
GREELEY	2	3		1	1	2
HALL	2	2	1	1	9	9
HAMILTON		1				1
HARLAN	1	1			1	1
HAYES	1					
HITCHCOCK	1	1			1	1
HOLT	1	2			2	2
HOWARD	1	2			1	2
JEFFERSON	1	1			2	2
JOHNSON	2	2			2	2
KEITH	1	1			6	6
KIMBALL	1	1			2	2
KNOX	3	3			4	5
LANCASTER	10	11	27	29	98	106
LINCOLN	3	3	2	2	9	9
MADISON	3	3			11	11
MERRICK	1	1			2	2
MORRILL	2	2			3	3
NANCE	2	2			4	4
NEMAHA	2	2			2	2
NUCKOLLS	2	2			3	3
OTOE	4	4	1	1	6	7
PERKINS	3	3			3	3
PHELPS	1	1	1	1	1	1
PIERCE	6	6			10	6
PLATTE	5	5	64	71	18	18
POLK	1	2			1	1
RED WILLOW	1	1	1	1	3	3
RICHARDSON	1	1			1	1
SALINE	2	3			4	5
SARPY	6	6	23	22	36	40
SAUNDERS	9	8	1	2	11	9
SCOTT'S BLUFF	6	5	7	6	18	18
SEWARD	1	1			1	1
SHERIDAN	1	1			1	1
SHERMAN	1	1			1	1
THAYER	2	2			1	1
VALLEY	2	2			3	3
WASHINGTON	3	3	1	1	5	5
WAYNE	1	1			1	1
WEBSTER	1	1			1	1
WHEELER		1				1
YORK	2	2	1	1	1	2
TOTAL	172	177	164	172	741³	774³

¹ Only those counties with keno licenses in these years are listed.

² Lottery operator licenses based on principal office location.

³ Number of physical sales outlet locations was 497. Some locations may hold a license for more than one lottery.

The Games - Bingo

Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2020 and June 2019

	FYE 6/2020 Class I ¹	FYE 6/2020 Class II ²	FYE 6/2020 Total	FYE 6/2019 Total	Increase/ (Decrease)
Gross Wagered	\$469,595	\$2,938,127	\$3,407,722	\$5,406,209	(\$1,998,487)
Less Expenses					
Prizes	337,534	2,018,118	2,355,652	3,830,447	(1,474,795)
Expenses	67,482	846,828	914,310	1,204,677	(290,367)
Taxes	14,088	88,144	102,232	162,187	(59,955)
Profit	\$ 50,491	(\$ 14,963)	\$ 35,528	\$ 208,898	(\$ 173,370)

FYE 6/2020

Class I



71.88% Prizes
14.37% Expenses
3.00% Taxes
10.75% Profit

Class II



68.69% Prizes
28.82% Expenses³
3.00% Taxes
(.51%) Profit

¹ Class I Bingo - Gross receipts under \$100,000 annually.

² Class II Bingo - Gross receipts of \$100,000 or more annually.

³ Includes both variable and fixed expenses. Class II expenses in excess of 14% are attributable to rental of bingo halls.

The Games - Pickle Cards

Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2020 and June 2019

	FYE 6/2020 Class I ¹	FYE 6/2020 Class II ²	FYE 6/2020 Total	FYE 6/2019 Total	Increase/ (Decrease)
Gross Wagered	\$2,341,424	\$10,394,831	\$12,736,255	\$16,654,331	(\$3,918,076)
Less Expenses					
Prizes	2,083,880	7,035,662	9,119,542	11,832,344	(2,712,802)
Operator Commissions ³		636,906	636,906	820,380	(183,474)
Expenses	276,390	854,896	1,131,286	1,567,542	(436,256)
Taxes ⁴	<u>57,962</u>	<u>245,348</u>	<u>303,310</u>	<u>397,526</u>	<u>(94,216)</u>
Profit	(\$ 76,808)	\$ 1,622,019	\$ 1,545,211	\$ 2,036,539	(\$ 491,328)

FYE 6/2020

Class I



89.00% Prizes 2.48% Taxes
11.80% Expenses (3.28%) Profit

Class II



67.69% Prizes 2.36% Taxes
6.13% Operator Commissions 15.60% Profit
8.22% Expenses

	FYE 6/2020	FYE 6/2019
Number of Pickle Card Units Sold	5,552	7,539

¹ Class I licensees sell pickle cards at their own premises (such as a club facility) and at their bingo games (if licensed for bingo).

² Class II licensees, in addition to selling at their clubs and bingo games, can also sell pickle cards through licensed pickle card operators.

³ Applies to Class II only. The statutory maximum allowed for a pickle card operator commission is 30% of definite profit, which is approximately 6% of gross proceeds.

⁴ The statutory pickle card tax rate is 10% of definite profit, which is approximately 2.48% of gross proceeds.

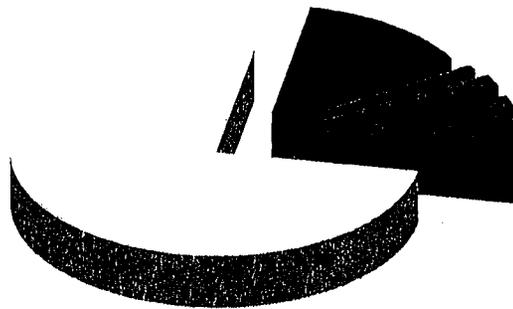
The Games - Keno

Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2020 and June 2019

	FYE 6/2020	FYE 6/2019	Increase/ (Decrease)
Gross Wagered	\$ 246,248,520	\$ 264,418,589	(\$18,170,069)
Less Expenses			
Prizes	185,857,485	201,229,145	(15,371,660)
Lottery Operator Commissions	32,482,316	34,229,830	(1,747,514)
Expenses	1,571,745	1,577,584	(5,839)
Taxes	<u>4,924,970</u>	<u>5,288,372</u>	(363,402)
Profit	\$ 21,412,004	\$ 22,093,658	(\$ 681,654)

FYE 6/2020



- 75.47% Prizes
- 13.19% Lottery Operator Commissions
- 0.64% Expenses
- 2.00% Taxes
- 8.70% Profit

Gross Wagered by Licensee

Keno

County/City	FYE 6/2020	FYE 6/2019	County/City	FYE 6/2020	FYE 6/2019
Albion	\$289,082	\$244,679	Lodgepole	0 ¹	0 ¹
Alliance	127,632	154,139	Long Pine	248,546	284,861
Ashland	781,997	718,003	Lorton	156,138	152,694
Auburn	46,897	101,483	Louisville	67,503	70,941
Avoca	3,316	NL	Loup City	39,478	46,284
Bancroft	129,173	159,079	Lyman	201,382	229,572
Battle Creek	128,681	166,371	Madrid	135,407	104,921
Bayard	148,413	151,496	Malcolm	NL	9,716
Beatrice	609,657	717,504	Marquette	0 ¹	1,128
Beemer	53,703	70,944	McCook	1,134,863	1,401,465
Bellevue	9,772,776	10,213,792	McGrew	274,553	174,376
Bennet	90,971	94,296 ²	Memphis	68,378	102,960
Bennington	0 ²	0 ²	Milligan	196,707	176,300
Big Springs	0 ¹	0 ¹	Minatare	32,658	50,898
Blair	933,475	963,211	Monroe	283,184	236,873
Bloomfield	13,503	23,378	Morse Bluff	59,216	62,291
Blue Hill	58,344	83,922	Murdock	27,761	3,613
Blue Springs	284,673	271,264	Naponee	138	4,305
Bridgeport	251,536	288,278	Neligh	267,307	147,576
Broken Bow	343,644	469,268	Niobrara	68,229	110,221
Cambridge	37,815	NL	Norfolk	5,464,914	5,036,957
Cass Co.	324,815	242,097	North Bend	106,280	89,624
Cedar Creek	86,097	90,451	North Loup	59,867	23,694
Cedar Rapids	137,657	162,011	North Platte	4,414,655	5,397,451
Ceresco	8,374	0 ¹	Oak	0 ¹	72,604
Chadron	55,983	54,138	Oakland	29,773	2,015
Chase Co.	22,448	20,900	Omaha	72,134,499	75,726,398
Cheyenne Co.	698,542	852,786	Orchard	104,374	249,005
Cody	80,327	25,790	Ord	164,334	165,237
Columbus	4,279,544	4,819,829	Osceola	16,353	14,970
Crawford	169,493	149,642	Osmond	24,763	42,668
Crete	887,390	934,648	Otoe Co.	504,400	487,431
Dannebrog	0 ¹	16,369	Oxford	0 ¹	2,987
David City	24,836	50,282	Papillion	9,028,417	9,669,163
Dawson Co.	1,116,483	1,321,237	Petersburg	19,689	38,292
Denton	3,540,275	3,630,443	Pierce	136,141	113,720
Deshler	2,368	8,756	Plainview	207,093	132,061
Deuel Co.	240,854	150,245	Plattsmouth	2,019,820	2,555,605
Dodge	82,373	NL	Potter	283,410	282,876
Doniphan	108,698	123,975	Ralston	22,877,694	25,310,159
Dorchester	109,273	149,866	Raymond	333,185	320,225
Dwight	8,521 ²	NL	Roca	488,823	471,126
Eagle	0 ¹	0 ²	Rulo	235,906	234,412
Elm Creek	0 ¹	19,848	Rushville	10,199	14,559
Ericson	2,819	88,487	Sargent	23,091	25,715
Eustis	0 ¹	104,292	Sarpy Co.	3,418,588	3,681,224
Ewing	564,153	513,737	Schuyler	507,348	644,575
Exeter	135,158	212,515	Scotia	13,909	147,815
Fairbury	351,175	348,829	Scotts Bluff Co.	3,104,253	3,731,784
Fillet	96,036	102,011	Shelton	38,269	100,230
Fort Calhoun	93,666	111,768	Silver Creek	306,605	333,209
Fremont	5,067,898	6,286,146	South Sioux City	1,043,448	1,073,655
Friend	11,236	30,999	Spalding	619,523	605,811
Fullerton	56,888	46,795	Sprague	233,440	320,993
Garden Co.	7,675	19,108	Springfield	628,975	544,899
Geneva	225,893	182,183	St. Edward	20,965	36,135
Genoa	270,074	423,903	St. Paul	658,036	679,606
Gering	1,498,485	1,609,973	Superior	272,416	311,669
Gibbon	93,175	NL	Surprise	170,510	186,768
Gosper Co.	52,950	54,559	Sutherland	229,953	184,514
Grant	5,052	13,735	Sutton	253,870	250,561
Greenwood	113,043	124,294	Syracuse	123,334	131,920
Gretna	1,026,605	881,175 ³	Tecumseh	378,243	346,025
Hadar	0 ³	0 ³	Tekamah	318,584	282,147
Hall Co.	5,657,249	7,146,347	Terrytown	12,144	NL
Hallam	86,830	92,342	Tilden	183,788	280,913
Harlan Co.	133,679	212,760	Trenton	18,851	45,211
Hartington	14,284	9,568	Unadilla	252,836	300,660
Harvard	376,888	361,284	Upland	64,607	49,319
Hastings	2,517,323	3,111,778	Utica	42,881	66,504
Hemlingford	0 ¹	34,539	Valley	0 ²	0 ²
Hickman	290,602	365,117	Valparaiso	40,359	0 ¹
Holdrege	235,452	150,873	Venango	185,577	280,847
Howells	3,219	4,288	Waco	177,250	231,424
Humphrey	47,931	56,230	Wahoo	169,102	173,342
Johnson Co.	28,603	14,182	Waterloo	295,102	465,773
Johnstown	8,320	15,605	Wauneta	126,690	116,713
Kearney	6,164,010	7,214,503	Waverly	4,474,622	4,266,180
Keith Co.	837,250	842,440	Wayne	203,442	263,804
Kimball	323,457	421,326	Weston	38,654	18,991
Knox Co.	88,828	169,960	Wolbach	0 ¹	2,892
LaVista	15,736,318	15,906,061	Wymore	84,770	86,036
Lawrence	50,749	68,788	Wynot	55,475	63,346
Leigh	0 ¹	0 ¹	York	42,493	112,662
Lincoln	36,907,006	38,756,563	Yutan	273,556	320,486
Lindsay	28,339	44,130			
TOTALS	\$246,248,520	\$264,418,589			

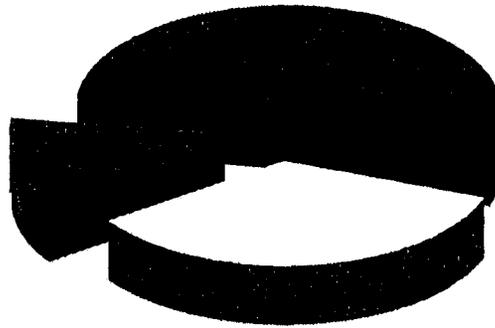
¹ City/County licensed but did not carry keno at that time.
² Interlocal agreement with Omaha and proceeds are reported by Omaha.
³ Interlocal agreement with Norfolk and proceeds are reported by Norfolk.
 NL = not licensed

*The Games - Lottery/Raffle*¹
Gross Wagered, Expenses, Taxes, and Profit

Fiscal Years Ending June 2020 and June 2019

	FYE 6/2020	FYE 6/2019	Increase/ (Decrease)
Lottery Gross Wagered	\$2,900,183	\$4,468,200	(\$1,568,017)
Raffle Gross Wagered	<u>2,690,544</u>	<u>3,871,676</u>	(1,181,132)
Total Gross Wagered	\$ 5,590,727	\$ 8,339,876	(\$2,749,149)
Less Expenses			
Prizes	2,282,033	2,882,699	(600,666)
Expenses	383,688	538,482	(154,794)
Taxes	<u>111,814</u>	<u>166,797</u>	(54,983)
Profit	\$ 2,813,192	\$ 4,751,898	(\$1,938,706)

FYE 6/2020



40.82% Prizes
 2.00% Taxes
 6.86% Expenses
 50.32% Profit

¹ A lottery awards primarily cash prizes; a raffle must have at least 80% of its total prize value in merchandise.

For further information, please contact the Nebraska Department of Revenue, Charitable Gaming Division,
137 NW 17th Street, PO Box 94855, Lincoln, Nebraska 68509-4855,
402-471-5937 or toll free 877-564-1315
revenue.nebraska.gov/gaming

**CITY MANAGER'S REPORT
MARCH 15, 2021 CITY COUNCIL MEETING**

ITEM: 4.A.

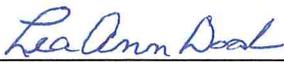
Approve the proclamation designating March 18, 2021 as "Natural Gas Utility Workers' Day" and authorize the Mayor to sign.

BACKGROUND:

Dawson Brunswick, McCook Chamber of Commerce, President/CEO will be present Monday night to address this proclamation

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

March 8, 2021



Nathan A. Schneider, City Manager

March 8, 2021

*Office of the Mayor
McCook, Nebraska*

Proclamation

"NATURAL GAS UTILITY WORKERS' DAY"

WHEREAS, in 2015, the American Public Gas Association began recognizing March 18 as Natural Gas Utility Workers' Day; and

WHEREAS, The date was chosen to remember the New London, Texas school explosion that occurred on March 18, 1937, leading to the widespread odorization of natural gas and an increased emphasis on safety; and

WHEREAS, Safety is a vital aspect of natural gas distribution and the employees of distribution companies' endeavor to make natural gas delivery as safe as possible; and

WHEREAS, It is the attention and dedication of our utility workers that ensures the safety of natural gas distribution; and

WHEREAS, On Natural Gas Utility Workers' Day and throughout the year, we recognize the vital services these workers provide to McCook.

NOW, THEREFORE, I Michael D. Gonzales, Mayor of the City of McCook do hereby proclaim March 18, 2021 as **Natural Gas Utility Workers' Day** throughout this city and urge all the people of McCook to participate in this observance.

Dated this 15th day of March, 2021.

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

Michael Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

CITY MANAGER'S REPORT
MARCH 15, 2021 CITY COUNCIL MEETING

ITEM: 5.A.

Approve the minutes of the March 1, 2021 regular City Council meeting and the March 4, 2021 special City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

March 8, 2021

McCook City Council
March 1, 2021
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 Calvin, Weedon, Muehlenkamp.

Absent: Councilmember Rambali.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on February 25, 2021, 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 Comments.

Jayne Lyons addressed the Council regarding the COVID-19 pandemic, stating that public health measures do work to stop the pandemic. She encouraged the Council, with the help of the Health Board, to advocate the need to be tested to reduce Red Willow County's positivity rate and to sign up to be vaccinated.

2. Announcements & Recognitions.

City Manager Schneider reminded the Council of two upcoming special meetings; the first on Thursday, March 4 at 8:00 A.M. for the selection of a firm to provide consulting services for the Airport Master Plan at McCook Ben Nelson Regional Airport and the second on Sunday, March 14 at 10:00 A.M., beginning at the Heritage Senior Center, for Council Orientation.

3. Consent Agenda.

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

Muehlenkamp, passed.

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

3.A. Approve the minutes of the February 15, 2021 regular City Council meeting and the February 18, 2021 special City Council meeting.

3.B. Adopt Resolution No. 2021-02, certifying that the City of McCook is considered to be capable of providing public transportation for its citizens for the two year grant period of fiscal year July 1, 2021 to June 30, 2022 and fiscal year July 1, 2022 to June 30, 2023.

4. Regular Agenda.

4.A. Council Comments.

Councilmember Muehlenkamp thanked the city staff for putting on the Strategic Planning meeting, adding that it was great to get the input from the public. Councilmember Weedon requested City Attorney Mustion to provide a Land Bank update at a future meeting.

4.B. Meeting of the McCook Community Development Agency.

4.B.1. Recess as a City Council and convene as the McCook Community Development Agency for consideration of the CDA Agenda.

Motion to recess as a City Council and to convene as the McCook Community Development Agency for consideration of the CDA Agenda at 5:45 o'clock P.M. This motion, made by Gonzales and seconded by Calvin, passed.

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

4.B.2. Call to Order and Roll Call.

A meeting of the Mayor and City Council of the City of McCook, Nebraska, acting as the governing body of the Community Development Agency of the City of McCook, Nebraska was convened in open and public session at 5:45 o'clock p.m. on March 1, 2021, at the McCook Municipal Center in McCook, Nebraska. Agency Members present were: Gonzales, Calvin, Weedon, Muehlenkamp. Absent: Rambali. Notice of the meeting was given in advance thereof by publication, one of the City's designated methods for giving notice, a copy of the proof of publication being attached to these minutes. Advanced notice of the meeting was given to each member of the Agency and a copy of their acknowledgment of receipt of notice and the agenda is attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and all members of the Council. Mayor Gonzales presided and City Clerk Doak recorded the proceedings. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

4.B.3. Open Meetings Act Announcement.

The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was posted by the entrance to the Council Chambers and is available for public review.

4.B.4. Approve Resolution No. CDA 2021-01 authorizing the assignment and assumption of the Redevelopment Agreement entered into by the Community Development Agency of the City of McCook, Nebraska and Smoker's Outlet, Inc. d/b/a N-Stant Convenience, with Nothnagel Holdings, LLC to stand as assignee.

Motion to approve Resolution No. CDA 2021-01 authorizing the assignment and assumption of the Redevelopment Agreement entered into by the Community Development Agency of the City of McCook, Nebraska and Smoker's Outlet, Inc. d/b/a N-Stant Convenience, with Nothnagel Holdings, LLC to stand as assignee. This motion, made by Calvin and seconded by Weedon, passed.
Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT
YEA: 4, NAY: 0, ABSENT: 1

4.B.5. Adjournment of Community Development Agency meeting.

Motion to adjourn the meeting of the McCook Community Development Agency at 5:47 P.M. and reconvene as the McCook City Council. This motion, made by Gonzales and seconded by Muehlenkamp, passed.

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

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 5:47 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

McCook City Council
March 4, 2021
8:00 A.M. Central

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, special, and public session at 8:00 o'clock A.M. in the City Council Chambers.

Present: Mayor Gonzales, Councilmembers Calvin, Weedon, Muehlenkamp (arrived 8:05 A.M.).

Absent: Councilmember Rambali.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Utilities Director Dutcher, and Airport Maintenance Operator Vontz.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on February 26, 2021, 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 and called the meeting to order.

1. Consider and approve the recommendation from the Airport Consultant Committee for consulting services for the Airport Master Plan at McCook Ben Nelson Regional Airport.

Motion to approve the recommendation from the Airport Consultant Committee of the Garver-W Design Team to provide consulting services for the Airport Master Plan at McCook Ben Nelson Regional Airport. This motion, made by Calvin and seconded by Weedon, passed.

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

Ken Vontz and Nate Schneider, representatives of the committee informed the Council that after checking references, interviews, and discussion; their unanimous recommendation was the Garver-W Design Team.

Adjournment

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 8:14 A.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
MARCH 15, 2021 CITY COUNCIL MEETING**

ITEM: 5.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 reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on April 13, 2021 from 12:00 P.M. to 1:00 A.M.

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. Approval of this request is also approving consumption of alcohol in the auditorium.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

March 8, 2021



Nathan A. Schneider, City Manager

March 8, 2021

**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 IMES 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): 4/13/21 _____

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

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

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: MCCOOK CITY AUDITORIUM

Event Street Address/City: 302 WEST 5TH STREET

Indoor area to be licensed in length & width: 150 X 100

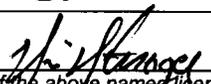
Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: RECEPTION **Estimate # of attendees:** 350

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:**  **Printed Name** NICK 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 _____ 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

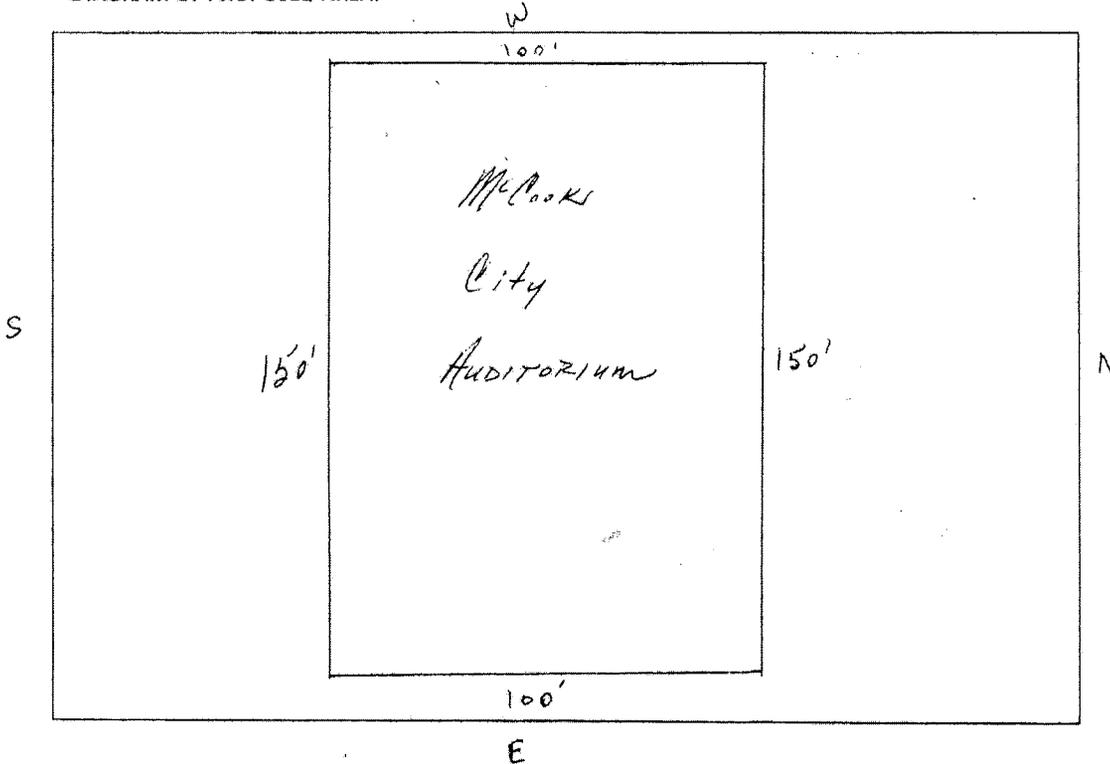
WE WILL HAVE CERTIFIED ALCOHOL

SERVERS AT EVENT ALONG WITH

HOW AREA WILL BE PATROLLED SOME ONE WATCHING THE 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:





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) 345-6055	FAX (A/C, No): (308) 345-2663
	E-MAIL ADDRESS: DBroomfield@mnib.bank	
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 SUBR (INSD 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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> 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 - COMPIOP 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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS, below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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**CANCELLATION**

City of McCook PO Box 1059 McCook NE 69001	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 
--	--

**CITY MANAGER'S REPORT
MARCH 15, 2021 CITY COUNCIL MEETING**

ITEM: 5.C.

RECOMMENDATION:

ADOPT RESOLUTION NO. 2021-03 APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR GRANT NO. 3-31-052-017-2021 AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

This is an agreement between the City of McCook and the Nebraska Department of Transportation, Aeronautics Division for non-developmental funding through The Coronavirus Response and Relief Supplemental Appropriations Act; known as the CRRSA Act.

These funds, through the CRRSA Act, can be used for purposes other than airport planning, development, construction, or maintenance.

This agreement will allow the City of McCook to receive \$13,000.00 from the CRRSA Act.

FISCAL

IMPACT: An additional \$13,000.00 to be used lawfully for airport purposes.

RECOMMENDATION:

ADOPT RESOLUTION NO. 2021-03 APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR GRANT NO. 3-31-052-017-2021 AND AUTHORIZE THE MAYOR TO SIGN.

APPROVALS:



Kyle Potthoff, Public Works Director

MARCH 15, 2021



Nate Schneider, City Manager

MARCH 15, 2021

RESOLUTION NO. 2021-03

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR GRANT NO. 3-31-052-017-2021 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL NON-DEVELOPMENT ECONOMIC ASSISTANCE FOR THE AIRPORT UNDER THE PROVISIONS OF THE FEDERAL CRRSA ACT:

Be it resolved by the Mayor and members of the City Council of Mc Cook, Nebraska, that:

1. The City of McCook shall enter into an Agency Agreement with the Department of Transportation, Aeronautics Division for Grant No. 3-31-0052-017-2021 for the purpose of obtaining Federal non-development economic assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of the City of McCook is hereby authorized and directed to execute said Agency Agreement on behalf of the City of McCook, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "0".

PASSED AND APPROVED THIS 15th day of March, 2021.

Michael Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

AGENCY AGREEMENT
CRRSA Act-Only Funded Non-Development Grant

Grant No. 3-31-0052-017-2021

This is an agreement between the City of MC Cook, of MC Cook, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Aeronautics Division, hereinafter referred to as the "Department," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

WHEREAS, the Coronavirus Disease 2019 (COVID-19), has resulted in significant damage to the economy of the United States. In response, the US Congress has passed an economic rescue package called The Coronavirus Response and Relief Supplemental Appropriations Act; known as the CRRSA Act; and

WHEREAS, the Federal Aviation Administration (FAA) has received funding from the United States general fund, pursuant to the CRRSA Act, to assist airports in defraying a portion of that economic damage in the form of 100% grants to be used for any lawful purpose for which airports are currently able to use their funds; and

WHEREAS, the Airport Sponsor desires to utilize CRRSA Act funding for lawful purposes other than airport planning, development, construction, or maintenance.

THEREFORE, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2012, Cumulative Supp. 2018, and Supp. 2019), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

The Airport Sponsor hereby warrants, undertakes and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings and agreements of the parties with respect to this Agency Agreement, and with respect to the CRRSA Act grant, are as follows:

- A. The Department shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2012, Cumulative Supp. 2018, and Supp. 2019), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Department shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Department advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable grant costs, the Department shall reimburse itself for any such advancement out of

such federal funds thereafter received.

SECOND: The Department shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Department shall maintain accurate records of all the funds received and expended by it in connection with the grant. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Department at all reasonable times.
- D. The Airport Sponsor reserves the right, power and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all contracts and agreements arising from the Airport Sponsor's use of CRRSA Act funds, and all amendments to these items. Aside from the matters so reserved, the Department shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the grant.
- E. The Department agrees to furnish all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services", free of charge.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct or improve the airport as defined in the Application for Federal Assistance.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the grant.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 25th day of February, 2021.

(SEAL)





Director

Executed by the Airport Sponsor this ____ day of _____, 20 ____.

Clerk

Mayor

EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES

1. Prepare and secure execution of Applications for Federal Assistance and associated documents.
2. Prepare and process program changes.
3. Process Grant Agreements and amendments.
4. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
5. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
6. Prepare and/or process other federal documents not otherwise specifically covered above.

CITY MANAGER'S REPORT
MARCH 15, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 5.D.

Approve Resolution No. 2021-~~04~~ amending and updating the City of McCook's Employee Handbook.

BACKGROUND:

In December of 2020, the McCook City Council approved Resolution No. 2020-32 which served to update the City of McCook's Employee Handbook. Upon passage, Staff discovered that the "Vacation" portion of our Handbook had been omitted from the newly updated version. Staff reviewed the "Vacation" section with Roxy Kovlev of the Olson Group to assure the language matched the City's policy prior to bringing this amendment forward. Staff is comfortable that the proposed language in the "Vacation" section of the Handbook accurately reflects our policy.

APPROVALS:

Lea Ann Doak, City Clerk

March 8, 2021



Nate Schneider, City Manager

March 8, 2021

RESOLUTION 2021-04

A RESOLUTION APPROVING A REVISION TO THE
EMPLOYEE HANDBOOK FOR THE CITY OF MCCOOK

- WHEREAS, the City of McCook previously adopted the City of McCook Employee Handbook, which has been amended from time to time; and
- WHEREAS, the City Manager has presented to the City Council an updated Employee Handbook for the City, which has been developed with assistance, input, and comments from Human Resources professionals, the City's Department Heads, staff, and other interested persons; and
- WHEREAS, the City Council has reviewed the proposed Handbook and finds it is in the best interest of the City and its employees to adopt a new Employee Handbook for the City; and
- WHEREAS, the City Council finds that the proposed Employee Handbook will serve to further inform employees of City personnel policies and general applicability, and that current and sound personnel policies are an essential part of recruiting and retaining excellent employees and extending high quality services to the public.
- WHEREAS, The City Council approved and adopted the City of McCook Employee Handbook on December 21, 2020.
- WHEREAS, the City Manager and staff have determined that additional amendments are necessary.

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

- SECTION 1. The City of McCook Employee Handbook dated December 21, 2020, amended March 15, 2021, a copy of which is attached hereto, is hereby approved and adopted by the City Council.
- SECTION 2. This Resolution and the Employee Handbook attached hereto shall take effect January 1, 2021. All employees of the City shall be provided a copy of such Employee Handbook and shall sign an acknowledgement and receipt therefore.
- SECTION 3. The City of McCook, Nebraska Employee Handbook and any amendments thereto are hereby rescinded effective January 1, 2021.

PASSED AND ADOPTED this 15th day of March, 2021.

ATTEST:

Mayor

Lea Ann Doak, City Clerk

City of McCook

Employee Handbook

December 21, 2020

Approved by Resolution No. 2020-32

Amended by Resolution No. 2021-04



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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated City. We hope that your employment with City of McCook will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The City complies with all federal and state employment laws, and this handbook generally reflects those laws. The City also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook. If a policy is not contained in the collective-bargaining agreement, this handbook will take precedence.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The City reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact Human Resources Officer.

We wish you success in your employment here at City of McCook!

This policy manual is not a contract between the city and any applicant for employment or any employee, and it should not be construed as such. Rather, this manual is a guide and describes the procedures the city will attempt to follow in most cases. The city reserves the right to vary from these procedures when needed and consider alternative solutions at the discretion of management. No term or condition of employment with the city is other than employment-at-will, unless such term or condition is embodied in a separate agreement signed by the mayor or the City Manager, with the approval of the city council.

1.2 At-Will Employment

Your employment with City of McCook is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the City at any time, with or without notice and with or without cause.

Nothing in this handbook or any other City document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. All collective bargaining agreements shall be negotiated by City Manager.

If a written contract between you and the City is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

1.3 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including City of McCook policies and procedures. The handbook is not a contract. The City reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

2.0 Introductory Language and Policies

2.1 About the City of McCook

The City of McCook operates under the Council-Manager form of government.

The City Council is the legislative or policy making body of the City of McCook. It consists of five council members elected at-large by the citizens. One member of the five is chosen by the Council to serve as the President of the Council for purposes of conducting business and as the ex-officio Mayor of the City. The Council's major functions are to pass ordinances and resolutions; adopt the budget; employ a City Manager and City Clerk; and set policies. The Council is responsible for the establishment of personnel and compensation policies. The Council also makes appointments to the various advisory boards and committees. Council meetings are held in the City Council Chambers, City Building, on the first and third Mondays of each month.

Under Nebraska law, except for the purpose of inquiry, an individual Councilmember is forbidden to interfere in anyway with the operation of the departments of the City. It is only through the direction of the Council as a whole and through the City Manager that the affairs of the City may be conducted.

The City Manager is the chief administrative officer of the City. The position is similar to a president or business manager of a private company. The powers and duties of the City Manager are outlined by state statutes as follows:

1. To see that laws and ordinances are enforced.
2. To appoint and remove department heads and employees, unless such appointment and removal is subject to civil service laws.
3. To exercise control over all departments.
4. To attend all meetings of the Council with the right to take part in discussion but not to vote.
5. To recommend to the Council such measures as maybe deemed necessary or useful.
6. To prepare the annual budget and keep the Council fully advised as to the financial condition and needs of the City.
7. To perform such other duties as maybe required by act, ordinance, or resolution.

There are several organizations established by the City to assist in specialized areas and to administer policies and programs adopted by the City. These are as follows:

1. Airport Advisory Commission
2. Airport Zoning Board
3. Board of Health
4. Board of Zoning Adjustment
5. Building Housing Code & Advisory & Appeals Board
6. Civil Service Commission
7. Housing Agency Board
8. Library Advisory Board
9. Parks Advisory Board
10. Planning Commission
11. Senior Citizens Advisory Board
12. Tree Advisory Board
13. Community Development Agency

2.2 Mission Statement

We are dedicated to serving the citizens of McCook and are committed to the preservation of life, health, property and the environment of our community. We serve with honor. We pride ourselves in the delivery of our services.

2.3 City of McCook Facilities

The City is organized into seven major departments as follows:

1. Administration
 - a. Building & Zoning
2. Police
3. Fire
 - a. Ambulance
 - b. Emergency Management
4. Library
5. Public Works
 - a. Airport
 - b. Ball Parks
 - c. Cemetery
 - d. Solid Waste
 - e. Parks
 - f. Pool
 - g. Sanitation
 - h. Street
6. Senior Services
 - a. Handibus Public Transit
 - b. Meals on Wheels
 - c. Senior Center
7. Utilities
 - a. Sewer
 - b. Water

2.4 Ethics Code

City of McCook will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the City.

We expect that officers, directors, and employees will not knowingly misrepresent the City and will not speak on behalf of the City unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the City or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.5 Political Activity

An employee may not participate in political activities during working hours or when otherwise engaged in the performance of official duties. No employee shall engage in any political activity while wearing a uniform

required by the City unless authorized by the City Manager. Unless restricted by state or federal law, an employee may participate in political activities on personal time. The responsibilities of holding office as a City Councilman are inherently in conflict with the duties and responsibilities of a City employee. City employees may file and run for office on the City Council, but should they be elected, their City employment shall be deemed terminated the first Monday following the election.

3.0 Hiring and Orientation Policies

3.1 Conflicts of Interest

City of McCook is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the City, you must disclose it to your Department Head or Supervisor. If an actual or potential conflict of interest is determined to exist, the City will take such steps as it deems necessary to reduce or eliminate this conflict.

3.2 Employment of Relatives

A supervisor shall not supervise their immediate family members, and relatives may only be employed in the same department upon permission of the City Manager. It is your obligation to inform the City of any potential conflict so the City can determine how best to respond to the particular situation.

3.3 Job Descriptions and Classification Plan

City of McCook attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Department Head or Supervisor.

Job descriptions prepared by the City serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the City may have to revise, add to, or delete from your job duties per business needs. On occasion, the City may need to revise job descriptions with or without advance notice to employees.

Employees will normally be hired at the bottom of a pay range for a particular classification. When it is impossible to obtain qualified persons at such pay or when a new employee possesses exceptional qualifications, the department head, with the concurrence of the City Manager, may recommend employment above the bottom of the salary range.

All positions in the City are listed in the City pay schedule which sets the rate of pay for the various positions according to the relative difficulty, responsibilities, qualifications, prevailing rates of pay, cost of living factors, financial policy of the City, and other economic considerations. The pay plan insures that persons holding the same or similar positions in the City are compensated on an equal basis except for pay differences resulting from merit increases or longevity.

Maintaining the Pay Plan

The City Manager shall conduct special studies of prevailing wage rates and rates of comparable municipalities to keep the plan current, considering cost of living fluctuations; relationship between salary ranges and comparable jobs; financial condition of the City; and other employee benefits. On the basis of this information, recommendations shall be made for changes to keep the plan uniform, equitable, and competitive with other comparable employers of the same class of personnel. Recommended changes in the plan shall become effective upon City Council approval.

If you have any questions regarding your pay, job description, or the scope of your duties, please speak with your Department Head or Supervisor.

3.4 New Hires and Probationary Periods

The first 90 days of your employment is considered a probationary period. During this period, you will become familiar with City of McCook and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your probationary period with the City can be shortened or lengthened as deemed appropriate by management. Completion of this probationary period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

Police officers are on probation for twelve (12) months after their hire date, and firefighters are on probation for six (6) months after commencement of their employment. Non-sworn employees of the collective bargaining units are subject to a six (6) month probationary period.

3.5 Recruitment

When an opening occurs in one of the departments, the department head shall report the opening to the City Manager. The City shall advertise for and otherwise solicit applicants for at least two weeks. Applicants for civil service positions shall be required to take competitive civil service exams and be subject to certification by the Civil Service Commission. All applicants are required to submit a resume or fill out a standard City application form.

An applicant's driving record and criminal history may be checked prior to employment. After applications have been reviewed, those applicants determined to be best qualified on the basis of the application shall be interviewed and tested as appropriate. With the recommendation of the department head the City Manager will appoint the best qualified applicant.

In accordance with the Rehabilitation Act of 1973 and the Americans With Disabilities Act, no applicant for employment will be required to undergo a physical examination prior to being offered a position with the City. An applicant may be required to undergo a physical examination, and applicants for safety sensitive positions or those requiring a CDL, alcohol and controlled substance testing, after an offer of employment has been made. An offer of employment will be contingent upon the results of the medical examination and testing.

3.6 Training Program

In most cases, and for most departments, training employees is done on an individual basis by the Department Head. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Department Head or Supervisor.

Supervisor-employee conferences may be used as a tool for measuring the effectiveness of an employee performance of his or her job.

These conferences indicate the areas in which the employee is strong as well as those in which the employee needs to improve. Written documentation may be completed to summarize these conferences.

Department Heads will review all new employees within their department. The City Manager will review all new department heads and members of his or her staff.

Written documentation will be completed for summarizing the conference. A copy shall be maintained in the employee's personnel file.

3.7 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of

employment with City of McCook. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Department Head or Supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the City.

3.8 Employment Requirement – Residence

All department heads and supervisory level employees shall live within the City limits and all other employees shall live within five miles of the City limits unless an exception is granted by the City Manager. An exception will only be granted if it is determined that his or her ability to perform the job will not be impaired.

3.9 Access to Personnel and Medical Records Files

City of McCook maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the City reasonable notice. Inspection must occur in the presence of a Human Resource representative.

All requests by an outside party for information contained in your personnel file will be directed to Human Resources, which is the only department authorized to give out such information. Such a request must be a written authorization from the employee, unless the release is required by law.

3.10 Disability Accommodation

City of McCook complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the City will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Department Head or Supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the City will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the City in connection with a request for accommodation will be treated as confidential.

The City encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the City is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the City.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the

federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The City will not discriminate or retaliate against employees for requesting an accommodation.

3.11 EEO Statement and Non-Harassment Policy

Equal Opportunity Statement

City of McCook is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The City is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The City will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The City will take appropriate corrective action, if and where warranted. The City prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Department Head or Supervisor or any other designated member of management.

Policy Against Workplace Harassment

City of McCook has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;

- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the City or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Department Head, Supervisor or Human Resources or any member of management.

The City prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the City determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the City may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the City will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

3.12 Religious Accommodation

City of McCook is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the City dress code or the individual's schedule, basic job duties, or other aspects of employment. The City will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the City question the validity of a person's belief.

If you require a religious accommodation, speak with your Department Head, Supervisor or Human Resources.

4.0 Wage and Hour Policies

4.1 Attendance Policy

Attendance is an important job performance factor and one indicator of employee satisfaction with his or her job and the City. All employees shall attend each day of scheduled work unless they receive authorized leave. Contact your department head prior to the first normal duty hour if you will be late or not reporting to work. Unnecessary tardiness and absence without leave will result in an appropriate pay reduction and may result in disciplinary action as outlined in this handbook.

City of McCook reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.2 Direct Deposit

City of McCook requires all employees to enroll in direct deposit. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application. If you wish to change your bank, please request a form from Human Resources to update your banking.

A written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

4.3 Payroll Deductions

City of McCook is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The City will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your Human Resources. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, an adjustment will be paid no later than your next regular payday.

Aside from the affirmation required deduction, only authorized deductions (in writing and signed by the employee or withholding required by law) shall be withheld from an employee's check. The City Manager may approve deductions for an employee suspended for disciplinary reasons.

4.4 Pay Period

The City operates on a biweekly payroll. Direct deposit is mandatory. The employee's net pay shall be direct deposited into the employee's specified bank account. If an observed holiday falls on the established pay date, direct deposits will be distributed on the day prior to the pay date.

4.5 Pay Increases

Cost of Living

The City will endeavor to maintain the employees' pay at par with any increases in the cost of living on an annual basis as it is possible without jeopardizing the City's financial position. The pay schedule shall be

revised to accommodate the increase or decrease in the cost of living. Such cost-of-living adjustments are subject to City Council approval during the budget process.

Merit

After an employee has completed six months in a position, the rate of pay may be increased if performance has been satisfactory. Opportunities for merit increases within the designated range will be provided again after one (1) year of employment and annually thereafter. Merit increases are given if appropriate by the City Council during the budget process and if approved by both the department head and City Manager.

Longevity

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

4.6 Recording Time

City of McCook is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the City has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using City timecards/time sheets/punch clock. Exempt employees may also be required to track days or time worked at the discretion of the City Manager. Speak with your Department Head or Supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked and must follow established City procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to appropriate Department Head or Human Resources any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

Time sheets shall be completed for each pay period worked by the employee. Time sheets shall be completed in ink, signed, and dated by the employee. Pay may be delayed to any employee who does not complete the time sheet in full.

4.7 Compensation and Overtime

The following work periods are established for the various employee groups:

- **General** – 7-day work period (40 hours)
- **Police** – 7-day work period (42 hours)
- **Firefighter** – 21-day work period (159 hours) or 7-day work period (40 hours)

The City's work period for all employees begins on Sunday at 12:01 A.M. and ends on the last Saturday of their work period at 12:00 P.M.

Non-exempt Employees who work beyond the hours in their given work period shall be compensated overtime at time and one-half (1½) their regular hourly rate. All periods during which employees are

completely relieved from duty which are long enough to enable them to use the time effectively for their own purposes are not hours worked. All overtime must be approved in advance, in writing, by your Department Head or Supervisor.

At certain times City of McCook may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

The regular rate is the equivalent hourly rate at which the employee is actually paid for normal non-overtime hours. The equivalent hourly rate must be computed over each work period for purposes of determining overtime pay.

The regular rate is computed by including base pay, merit pay, longevity pay, and all other pay actually received. For the purposes of computing overtime pay, the hours worked DO NOT include hours when acting as a volunteer fire or ambulance responder and pay received from employer contributions to fringe benefits such as retirement plans and insurance. Vacation, sick, or other leaves granted with pay shall NOT count as hours worked for the purpose of determining overtime pay. Compensatory time off in-lieu of overtime pay. Comp time shall be given at a rate of not less than one and one-half (1½) hours for each hour of overtime worked. Employees shall work overtime and shall be on call when necessary. Overtime shall be worked only with specific authorization by the department head or, in the department head's absence, the employee's supervisor, and shall be allocated as evenly as possible among all employees qualified to do the work. This written notification must be submitted in advance to the department head or supervisor. If the department head or supervisor is unavailable for authorization of overtime, or if time does not allow advance written notification, the request shall be submitted for retroactive approval except in emergency situations. An employee shall be given at least twenty-four (24) hours advance notice of scheduled overtime. Compensation for overtime shall be paid to the employee at the rate of time and one-half (1½).

4.8 Compensatory Time

Department heads shall rearrange the work schedule of employees within the work period to avoid the use of compensatory time or overtime if feasible to do so. Such rescheduling is referred to as flex time. No employee is eligible for compensatory time unless the City has on file a written agreement by the employee to accept compensatory time in advance of the performance of the work. In the absence of such an agreement, the employee must be paid overtime pay.

Department heads are permitted to give eligible employees compensatory time off in-lieu of overtime pay. Comp time shall be given at a rate of not less than one and one-half (1 1/2) hours for each hour of overtime worked. "Compensatory time" and "compensatory time off" are defined as hours when an employee is not working, and which are paid for at the employee's regular rate of pay. These hours are counted as hours worked in the week which they are paid.

Compensatory time shall be allowed only at the department head's discretion. An employee shall be permitted to use accrued compensatory time after it is requested if to do so would not unduly disrupt the operations of the employing public agency.

The maximum compensatory time which may be accrued by an affected employee shall be 36 hours (i.e., not more than 24 hours of actual overtime hours worked). Department heads may assign employees to take compensatory time off if such compensatory time is assigned in increments equal to at least a full shift and is assigned on a date or dates contiguous with the employee's normal scheduled days off. Employees requesting compensatory time off must request a minimum of one (1) hour. An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours of work.

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 employee, whichever is higher.

Department heads are not eligible for compensatory time

4.9 Civil Service Commission

The Civil Service Act shall apply only to all present full-time firefighters or full-time police officers of the City, including any paid full-time police chief or fire chief of such department, and future appointees to such full-time positions. Full-time police officers shall mean police officers in positions which require certification by the Nebraska Law Enforcement Training Center; who have the power to arrest; who are paid regularly by the City; and for whom law enforcement is a full-time career, but shall not include volunteer fire fighters, dispatchers, clerical, custodial or maintenance personnel. Full-time firefighters shall mean duly appointed firefighters who are paid regularly by the City and for whom firefighting is a full-time career, but shall not include dispatchers, clerical, custodial, or maintenance personnel who are not engaged in fire suppression.

4.10 Meal and Rest Periods Policy

City of McCook strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Department Head or Supervisor regarding procedures and schedules for rest and meal breaks. The City requires employees to take a minimum 30-minute lunch break each work shift.

The City requests that employees accurately observe and record meal and two 15-minute rest periods. You may not use or combine your rest periods with any lunch periods or at the beginning or end of your scheduled shift. If you know in advance that you may not be able to take your scheduled break or meal period, let your Department Head or Supervisor know; in addition, notify your Department Head or Supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

4.11 Accommodations for Nursing Mothers

City of McCook will provide nursing mothers reasonable paid break time to express milk for their infant child(ren) for up to one year following the child's birth. Break times exceeding 30 minutes will be unpaid.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public. If no space is readily available, please request a space for nursing from your Department Head.

Expressed milk can be stored in department refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time will be paid in accordance with federal law.

You are encouraged to discuss the length and frequency of these breaks with your Department Head or Supervisor.

No provision of this policy applies, or will be enforced, if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law, or regulation.

4.12 Call Back

Employees subject to an unscheduled or emergency call back shall be compensated for a minimum of one hour pay. Such call back shall be paid at the overtime rate only if the total hours in the work period exceed the defined work period hours. Call back time starts when an employee reports to duty and continues until relieved from duty.

Any and all callbacks shall be individually documented and acknowledged by the employing Department Head. Such documentation shall be filed with payroll before being paid.

4.13 Travel Time Pay/Reimbursement Rates/Meals

Some nonexempt positions within City of McCook require travel. The City pays nonexempt employees for travel time in accordance with federal and state law. For purposes of this policy, the regular workday is your regular workday as defined in this handbook.

Home to Work Travel

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time.

Home to Work on a Special One Day Assignment in Another City

If you regularly work at a fixed location in one City and you are given a special one day assignment in another City, but return home the same day, the time spent in traveling to and returning from the other City is work time, except that the City may deduct/not count that time you would normally spend commuting to the regular work site.

Travel That Is All in a Day's Work

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days.

Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time.

Meals

The City will reimbursement meals based on the City of McCook Code of Ordinance.

4.14 Wage Disclosure Protection

City of McCook will not discriminate or retaliate against you for inquiring about, discussing, or disclosing information regarding employee wages, benefits, or other compensation.

This policy does not require you to disclose such information about yourself to any other employee or former employee.

However, if you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have authorized access to it, unless the disclosure is:

- In response to a formal charge or complaint;
- In furtherance of an investigation, proceeding, hearing, or other action (including an investigation conducted by the City); or
- Consistent with the legal duty of the City to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to your Department Head, Supervisor or Human Resources. Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

4.15 Separation Pay

A terminating employee will be paid for actual hours worked during the pay period.

An employee voluntarily terminating in good standing shall also be paid for accrued vacation, floating holiday, accrued compensatory time, and ¼ accrued sick leave. Payment for accrued compensatory time upon termination of employment shall be calculated at the employees' final rate of pay.

An employee terminated NOT in good standing shall be paid for accrued vacation, floating holiday, and compensatory time.

These termination procedures are for full-time employees. Part-time employees working under 20 hours per week are not entitled to the same termination procedures set forth herein.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Open Door/Conflict Resolution Policy/Grievances

City of McCook strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your Department Head or Supervisor and, if necessary, to the City Manager. To help manage conflict resolution we have instituted the following problem solving procedures.

If you believe there is inappropriate conduct or activity on the part of the City, management, its employees, vendors, customers, or any other persons or entities related to the City, bring your concerns to the attention of your Department Head or Supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Department Head or Supervisor. If you have already brought this matter to the attention of your Department Head or Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to the City Manager. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

An employee may appeal any City policy, directive, or rule within five (5) working days of its occurrence or the employee's knowledge thereof by discussing the matter with his or her supervisor. If the employee is not satisfied with the response, he or she may submit a written appeal to the next higher authority within five (5) working days from the date of the supervisor's response. A written response to the employee's appeal will be required within ten (10) working days. If the matter is not resolved within the department, an employee may submit a written appeal to the City Manager within five (5) working days following the department head's response.

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.

5.2 Promotions

To match you with the job for which you are best suited and to meet the business needs of City of McCook, you may be transferred from your current job. It is our policy to promote open positions. All open positions will be posted inside and outside of the organization. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive City benefits for which they are eligible.

An employee not approved during the probationary period following a promotion may be reinstated to the position held previously if it is still available.

5.3 Transfers

City of McCook may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your pay may be increased or decreased consistent with the pay scale for your new position.

All regular employees are entitled to request a transfer to another department. Such a transfer should be initiated by the employee by contacting the Department Heads involved. Transfers must be approved by both department heads and the City Manager.

5.4 Workforce Reductions (Layoffs)

The City Manager may require the abolition of any position or a reduction in force due to lack of work, shortage of funds or materials, and/or completion of a project. Competition for retention is limited to employees holding similar positions. Selection will be based first on performance and then on seniority of service. The City will attempt to give two weeks' notice to all employees subjected to a layoff. Layoffs are not considered a disciplinary action.

5.5 Retirement

City employees may retire pursuant to their retirement plans. An employee contemplating retirement shall give 90 days' notice to their department head. The Department Head will in turn notify the Human Resource Officer so the appropriate documents may be distributed to the employee.

5.6 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at City of McCook is prohibited. The City recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the City should be reported to your Department Head or Supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

A "Request for Permission for Outside Employment" form shall be completed by the employee prior to beginning outside employment. The completed form will be given to the employee's department head/supervisor for his/her approval and also to the City Manager for approval. This form will be retained in the employee's personnel file and reviewed yearly at the time of the employee's evaluation.

5.7 Supervisor-Employee Conferences

A supervisor-employee conference may be defined as a tool for measuring the value of an employee in the performance of his or her job. The conference indicates the areas in which the employee is strong as well as those in which the employee is weak or average in comparison to others doing similar work.

Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

Conferences will be conducted for each City employee in conjunction with merit evaluations. Conferences may also be held at other times as deemed necessary by the supervisor.

Department heads will review all employees within their department. The City Manager will review all department heads and members of his or her staff.

Written forms will be completed for summarizing the conference. A copy shall be maintained in the employee's personnel file.

5.8 Standards of Conduct

City of McCook wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include, but are not limited to:

1. Violation of the policies and procedures set forth in this handbook.
2. Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
3. Being under the influence of alcohol during working hours on City property (including in vehicles), or on City business.
4. Inaccurate reporting of the hours worked by you or any other employees.
5. Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the City or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
6. Taking or destroying City property.
7. Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
8. Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
9. Disclosure of City trade secrets and proprietary and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the City or its customers, contractors, suppliers, or vendors.
10. Refusal or failure to follow directions or to perform a requested or required job task.
11. Refusal or failure to follow safety rules and procedures.
12. Excessive tardiness or absences.
13. Smoking including vaping and tobacco use in non-designated areas.
14. Working unauthorized overtime.
15. Solicitation of fellow employees on City premises during working hours.
16. Failure to dress according to City policy.
17. Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
18. Engaging in outside employment that interferes with your ability to perform your job at the City.
19. Gambling on City premises.
20. Lending keys or keycards to City property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.9 Disciplinary Process

Violation of City of McCook policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The City encourages a system of progressive

discipline depending on the type of prohibited conduct. However, the City is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Department Head or Supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the City is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

Disciplinary action will normally be initiated by the department head. In any situation where the retention of an employee may be detrimental to service or may jeopardize the safety of other employees, the department head or supervisor concerned shall immediately relieve the employee from duty until further notice. The following forms of disciplinary action may be used:

1. Oral Reprimand - a verbal notice to an employee that his or her behavior or performance must be improved or corrected. An oral reprimand may be given by the immediate supervisor and defines the improvement or corrective action required and informs the employee that failure to comply with the oral warning will result in more serious action. Supervisors shall record the date and subject of the oral reprimand.
2. Written Reprimand - a written notice to an employee that his or her performance or behavior must be improved or corrected. Such notice may be given by an immediate supervisor and shall contain a statement of the cause for the action, improvement, or corrective action required of the employee, time frames for such action, and possible results of the employee's failure to comply. Written reprimands may be placed in the employee's personnel file. An employee receiving a written reprimand may respond to that action and a copy of the response may be attached to the reprimand.
3. Suspension - the temporary removal of an employee from duty without pay. Suspension may be used when other means have been tried without success and it is believed that suspension will bring about the required improvement in the employee's behavior or performance, or when the cause is sufficiently serious to warrant such action. If a situation arises wherein an employee must be immediately removed from the work site, a supervisor may take such action to be followed by the formal action as set forth in this section.
4. Investigative Leave - the temporary removal of an employee from duty with or without pay at the City Manager's discretion while an investigation is completed.
5. Disciplinary Probation - a brief probationary period during which an employee is expected to improve in one or more areas of behavior or performance. The employee will be informed in writing of the expected improvements. This differs from a written reprimand in that the employee will be evaluated at the conclusion of the disciplinary probation to assess improvement, and to form a basis for further disciplinary action if needed. The writing will serve as a corrective action plan to ensure behavior performance is corrected.
6. Demotion - the reduction of an employee from his or her present position to a lower classification, due to the employee's inability to perform the duties of his or her present position. Any demoted employee may retain all seniority and may assume a salary commensurate with the lower classification. Demotion actions may be placed in the employee's personnel file.
7. Discharge - the removal of an employee from City service. Discharge will be used when other means of improving the employee's behavior or performance have failed, or when the nature of the misconduct warrants this action. When considering the suspension, disciplinary probation, reduction in pay, demotion or discharge of a permanent employee, a department head may, after investigation to determine the factual basis for the allegation, take the following steps:
 - a) Notify the employee of the factual allegations giving cause to possible discipline.
 - b) Set a date, time, and place for an informal hearing to determine the truth or falsity of the allegations and possible discipline (no recording of proceedings need to be kept).
 - c) Advise the employee of the evidence believed to support the allegations.
 - d) Advise the employee of his/her right to an attorney of his choice to present evidence or challenge the evidence at the hearing.

- e) Offer the employee the opportunity to present his/her side of the facts and circumstances.
- f) Make a written recommendation to the City Manager concerning the results of the investigation, and recommended discipline. The decision concerning the disciplinary action shall be made by the City Manager. The employee shall receive adequate notice and warning of the allegations, and an objective investigation of the facts. The City Manager shall offer the employee an opportunity to present his/her side of the story before making the decision concerning discipline. The decision of the City Manager shall be final.

Nothing in this policy is intended to modify the city's employment at-will policy. The city reserves the right to discharge an employee at any time, for any reason. Similarly, employees retain the corresponding right to resign at any time. While the above rules of conduct and performance is provided as a guide for city practices, the city may discipline employee conduct and/or performance not specifically listed herein. In addition, the city is not obligated to observe any particular sequence of discipline; employees may be immediately terminated at the option of the city.

5.10 Separation

To separate employment in good standing with the City, the employee must give two weeks' notice (not including any vacation days unless otherwise approved by the Department Head); return all equipment furnished by the City (including uniforms, tools, and other articles purchased to perform your job); and settle all obligations with the City. If any City equipment is not returned before the employees last paycheck is issued, the employee's direct deposit may be delayed until all equipment is returned. If any equipment is not returned within two weeks of separation a payroll deduction will be made to pay for the equipment. Other legal actions may be sought if all monies are not collected.

Upon written request by the employee, the money the employee is eligible for under the respective pension plan shall be paid according to the specific guidelines of the plan. A forwarding address must be left with the department head and submitted to the Human Resource Officer.

An employee terminating his/her employment with the City may be asked to complete a "City of McCook Exit Interview" form. This form will be reviewed, and any suggestions will be taken into consideration. The form will be placed in the employee's personnel file.

5.11 Exit Interview

You may be asked to participate in an exit interview when you leave City of McCook. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the City in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.12 Job Abandonment

All employees of the City shall be on duty at the times indicated by the rules and under the conditions of their employment.

An employee who is absent without leave and who fails to return to duty within 3 workdays.

For full-time sworn employees who are absent without leave and who fails to return to duty within 3 successive shifts shall be deemed to have resigned the position.

For full-time Firefighters who are absent 2 scheduled successive shifts shall be deemed to have resigned the position.

Such resignation is not in good standing, and the employee may not be eligible for future employment with the City.

5.13 Post-Employment References

City of McCook policy is to confirm dates of employment and job title only. With written authorization, the City will confirm compensation. Forward any requests for employment verification to Human Resources.

5.14 Criminal Activity/Arrests

City of McCook will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the City, whether on or off City property, may result in disciplinary action including suspension or termination of employment.

6.0 General Policies

6.1 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of City of McCook. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The City, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the City. Contact your Department Head or Supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action.

6.2 Personal Data Changes

It is your obligation to provide City of McCook with your current contact information, including current mailing address and telephone number. Inform the City of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Human Resources.

6.3 Mail Use Policy

You are required to limit usage of the City of McCook mail service to business purposes only. You may not use the City address to receive personal mail. Do not use the City postage meter for your personal mail. Report any suspicious packages or envelopes to your Department Head, Supervisor or Human Resources immediately.

6.4 Telephone

Employees shall be required to have telephone service (or cell phone service) as a condition of their employment or otherwise be accessible in case of emergency. Such telephone number shall be provided to the City, to be placed in the personnel file of the employee as well as the Emergency Contact notebook located at the desk of the Human Resource Officer.

Use of a City telephone for personal calls during working and/or nonworking hours shall only be allowed for calls of a necessary and/or emergency nature.

6.5 Employer-Provided Cell Phone/Mobile Device Policy

City of McCook may issue certain employees a City cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the City, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The City owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the City in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

6.6 Personal Cell Phone

While City of McCook permits employees to bring personal cell phones into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on City property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with City policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the City requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may connect your personal device to the City network or to City equipment (computers, printers, etc.).

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA. You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.7 Use of Company Technology

This policy is intended to provide City of McCook employees with the guidelines associated with the use of the City information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the City, and all use of such resources and systems when accessed using your own devices, including but not limited to:

List items, such as:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

City IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in City IT resources and communications systems are the property of the City. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on City electronic information and communications systems.

The City reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over City IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the City will exercise this right periodically, without prior notice and without prior consent.

The interests of the City in monitoring and intercepting data include, but are not limited to: protection of City trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on City IT resources and communications systems.

Do not use City IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the City will also advise law enforcement officials of any illegal conduct.

The City provides Internet/Email access to its employees to assist and facilitate business communications. It is provided for legitimate business use in the course of assigned duties only. Email communications sent from the City's server contain the City's name in the domain address (i.e. Cityofmccook.com), is subject to becoming public record and must be professional in nature. Inappropriate use may result in loss of access privileges and /or disciplinary action. In the course of their duties, the City Manager and the IT Dept. may monitor use of the Internet system or review the contents of stored Internet records. Inappropriate use includes but is not limited to: Communications and uses not related to City business. - Unauthorized attempts to access another's Internet account. Transmission of sensitive or proprietary information to unauthorized persons or City's. Transmission of obscene, harassing, or inappropriate messages. Any illegal or unethical activity or any activity which could adversely affect the City. Authorized employees shall have immediate access to the Internet and Email. They may designate someone else, in special circumstances, to have access for business purposes only. A critical concern is that nothing be transported

from the internet which might contaminate and compromise our computer systems. All workstations with Internet access will be provided with an internal virus scanning mechanism.

6.8 Computer Security and Copying of Software

Software programs purchased and provided by City of McCook are to be used only for creating, researching, and processing materials for City use. By using City hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable City policies, as well as City, state, and federal laws and regulations.

All software acquired for or on behalf of the City, or developed by City employees or contract personnel on behalf of the City, is and will be deemed City property. It is the policy of the City to respect all computer software rights and to adhere to the terms of all software licenses to which the City is a party. The City Manager is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the City to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your Department Head's approval. All software acquired by the City must be purchased through appropriate purchasing policy.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered by the City.

6.9 Social Media Policy

At City of McCook, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the City, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the City.

Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the City, as well as any other form of electronic communication.

City principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the City.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The City cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to

harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or City policy. Your personal posts and social media activity should not reflect upon or refer to the City.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the City.
- Do not create a link from your personal blog, website, or other social networking site to a City website that identifies you as speaking on behalf of the City.
- Never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, do not represent yourself as speaking on behalf of the City. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your Department Head or Supervisor or consistent with policies that cover equipment owned by the City.

Media Contacts

If you are not authorized to speak on behalf of the City, do not speak to the media on behalf of the City. Direct all media inquiries for official City responses to Public Information Officer and City Manager.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

6.10 Driver's License

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. City of McCook may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the City.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

- Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
- Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Employees who are subject to driving a vehicle requiring the driver to hold a commercial driver's license under state or federal law must have a valid Nebraska commercial driver's license (CDL). A driver applying for a CDL may be required to take a road test in a vehicle that is representative of the type of vehicle the driver operates or expects to operate and written knowledge tests. All drivers with CDLs must meet the following requirements:

- a) The driver shall not have more than one motor vehicle driver's license.
- b) The driver must notify the Nebraska Department of Motor Vehicles of any conviction in a state other than Nebraska of a violation in any type of motor vehicle of a state or local law relating to motor vehicle traffic control (other than a parking violation). Notification must be within 30 days of the conviction.
- c) Any driver holding a CDL who is convicted of violating any state or local law relating to motor vehicle traffic control in this or any other state (other than a parking violation) must notify the City of the conviction, in writing, within 30 days of the date of the conviction.
- d) Any driver who has a driver's license suspended, revoked, or cancelled, or who loses the right to operate a commercial motor vehicle or who is disqualified from operating a commercial motor vehicle shall notify the City before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, loss of privilege, or disqualification.
- e) A driver shall not operate a City motor vehicle if the employee's driver's license has been suspended, revoked, cancelled, or if the employee has been disqualified from driving.
- f) Any applicant who is required to have a CDL must provide on the application form a list of the names and addresses of the applicant's employers during the years preceding the date the application is submitted, together with the date he/she was employed by, and his/her reason for leaving the employ of each employer.

Employees whose jobs require a CDL, will be reimbursed by the City of McCook for the cost of renewal only. The initial cost of the CDL will be the responsibility of the employee.

6.11 Use of Employer Vehicles

City of McCook desires to strike the appropriate balance between today's technologies, your desire for privacy, and our interests in protecting City vehicles, equipment, and drivers. Due to safety, efficiency, and other business purposes, the City may use GPS technology to monitor the whereabouts of our vehicles at all times. Questions concerning vehicle monitoring should be directed to Department Head or Supervisor. Questions concerning the proper use of any vehicles should be directed to your Department Head or Supervisor.

If you abuse the privilege of driving company vehicles, you will be subject to corrective action, up to and including termination of employment. If necessary, the City will also advise law enforcement officials of any illegal conduct. All infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your Department Head or Supervisor.

Certain City officials and employees are provided City-owned vehicles for use in discharging City business. Such City vehicles shall be used only upon the authorization of the City Manager. Employees retaining vehicles overnight shall not use such vehicles for private business other than for commuting. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

Certain City officials and employees may be provided a monetary allowance for the use of personal automobiles in discharging their official duties when City-owned automobiles are not available. Such remunerations shall be in accordance with limitations as may be approved by the City Council, state statutes, and procedures established by the City Manager.

When a City vehicle cannot be operated, is unsafe for use, or has been damaged, notify your Department Head or Supervisor immediately.

As the driver of a City vehicle, you are responsible for the vehicle while in your charge and must not permit

unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a City vehicle or drive a personal vehicle on City business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated.

6.12 Off-Duty Use of Employer Property or Premises

City-owned vehicles, materials, facilities, or equipment shall not be used by City employees for any personal or private use including the use of shops and tools without the express consent of the City Manager and department head. All facilities and equipment are provided by the public and should be used only for public uses. The City of McCook's name or its tax-exempt status shall NEVER be used by any employee for his or her personal advantage on any purchases.

6.13 Security

All employees are responsible for helping to make City of McCook a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Department Head or Supervisor immediately. Refrain from discussing specifics regarding City security systems, alarms, passwords, etc. with those outside of the City.

Immediately advise your Department Head or Supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the City. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

6.14 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, City of McCook has implemented a Nonsolicitation/Nondistribution Policy unless otherwise approved by the City Manager. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any City. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunchrooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms

and conditions of employment. Violations of this policy should be reported to your Department Head or Supervisor.

6.15 Third Party Disclosures

From time to time, City of McCook may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the City and should refer any call requesting the position of the City to the City Manager. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the City Manager.

6.16 Workplace Privacy and Right to Inspect

City of McCook property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the City and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on City premises including that kept in lockers and desks.

6.17 Suggestion Policy

At City of McCook, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our City, or meet customer and client needs. Discuss your ideas with your Department Head or Supervisor or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the City.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with City tools or property are considered to be the property of the City.

7.0 Benefits

7.1 Employment Status

Regular, Full-Time Employee - employees are those who have completed their probationary period and are regularly scheduled to work 30 hours or more per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at the City of McCook are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

Regular, Part-Time Employee (minimum 30 hours/week) - employee is an employee who works on a regular basis a minimum of 30 hours per week. Part-time employees may be eligible for health and life insurance benefits, pension plans, and all other benefits.

Regular, Part-Time Employee (less than 30 hours/week) - a regular, part-time employee working less than 30 hours per week is an employee hired on a sporadic basis. Such part-time employees are not eligible for health or life insurance.

Temporary Employee - a temporary employee is an employee hired for seasonal or temporary employment and is not eligible for any benefits unless specifically permitted by law. When a temporary position is

discontinued, the employee will be laid off regardless of the time in the position. Temporary employees may be part-time or full-time.

Departments shall observe working hours as necessary to perform the services required as determined by the City Manager and department head. Department heads shall work such hours as are required by the City Manager and as may be necessary to complete their responsibilities in a satisfactory and efficient manner.

- a) **Regular Employees** - a work week of 40 hours shall be the standard for all employees except those in the public safety area. Meal periods shall be established by the department head and will not be counted as time worked.
- b) **Police Officers** - a work week of 42 hours shall be the standard for police officers. The department operates 24 hours a day, 7 days a week. Shift assignments and meal periods shall be established by the Police Chief. Meal periods will be counted as time worked only if officers are available for assignments as required during meal periods.
- c) **Firefighters** - a work week of 40 or 56 hours shall be scheduled for firefighters. The department operates 24 hours a day, 7 days a week. Shift assignments are 8 hours or 24 hours. Meal periods shall be established by the Fire Administrator Chief. Meal periods will be counted as time worked only if the firefighters are available for assignments as required during meal periods.
- d) **Volunteers** - City employees may volunteer for additional work which is of benefit to the City, in compliance with applicable federal and state rules and regulations. Volunteer work must be approved by an employee's supervisor.

7.2 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Department Head or Supervisor for clarification.

7.3 Pension Plan

All eligible employees of the City are covered under one of three (3) pension plans which the City provides for its employees. The three plans are: police officer's retirement; firefighter's retirement; and a retirement plan for other City employees. The pension plans for police officers and firefighters are required and regulated by state statutes. The pension plan for regular employees is a private, mandatory plan. A brief description of each plan follows. More complete information on each pension plan is available upon request to your department head the Human Resource Officer.

- a) **Police Officer's Retirement** - All police officers covered by civil service must participate in the police officer's retirement plan as set out in state statutes. The pension plan provides retirement, death and disability benefits. For more information on the police officer's retirement plan, contact the Police Chief or Human Resources.
- b) **Firefighter's Retirement** - All firefighters covered under civil service must participate in the firefighter's retirement plan as set out in the state statutes. The pension plan provides retirement, death and disability benefits. For more information on the firefighter's retirement plan, contact the Fire Chief or Human Resources.
- c) **City of McCook Employee Retirement Plan** - The retirement plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan. All regular full-time and part-time employees are eligible to participate in the Plan. As a participant in the Plan, the employee may elect to reduce his/her compensation by a specific percentage or dollar amount and have that amount contributed to the Plan on a pre-tax basis as a salary deferral. More detailed information regarding the City of McCook Employee Retirement Plan can be found in the Summary Plan Description provided to employee on hire date. Additional copy(ies) of the Summary Plan Description may be requested from the Human Resource Officer.

7.4 Health and Dental Insurance

City of McCook offers group health/dental insurance benefits to all eligible regular full-time and regular part-time (working a minimum of 30 hours per week) employees who have completed (31) days of employment and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from Human Resource Officer.

Your group health benefits are paid in part by the City. The remainder of the costs are paid by you through deductions from your pay.

Benefits may be canceled or changed at the discretion of the City, unless otherwise prohibited by law or otherwise a part of a negotiated term by a collective bargaining union.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the City will provide you with information about your rights to continue your benefits coverage.

7.5 Life Insurance

The City of McCook provides a Basic Life and AD&D insurance policy to each full-time and regular part-time employee (that work a minimum of 30 hours per week) equal to one year's base salary rounded to the nearest \$10,000, up to \$172,000. Volunteer Firefighters receive a maximum benefit of \$10,000 of Life and AD&D coverage. A plan booklet will be provided to each eligible employee on their date of hire.

Each individual policy will terminate the date the employee terminates employment with the City or the date the employee ceases to be in a class that is eligible for this insurance. This insurance may be continued after the employee ceases to be eligible. (See Group Life and Accidental Death and Dismemberment Insurance Program plan booklet for additional information.)

7.6 Unemployment Compensation Insurance Policy

Unemployment compensation insurance is paid for by City of McCook and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the City.

7.7 Workers' Compensation Insurance Policy

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at City of McCook, no matter how slightly, you are to report the incident immediately to your Department Head or Supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Department Head or Supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must follow the requirements of our insurance company within 24 hours of an accident. Contact HR for reporting requirements. You will be required to submit a medical release before you can return to work.

7.8 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible City of McCook employees and their beneficiaries to continue health insurance coverage under the City health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal

separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources Officer to learn more about your COBRA rights.

7.9 Blood Bank Donation

City employees will be paid for up to one half hour of time while attending blood drives. The employee must make every attempt to schedule their blood donation as to not interfere with their department schedule or create overtime and should get written authorization from their department head prior to attending the drive and written verification from their department after attending the drive. Permissions forms are available from the Human Resources.

7.10 Credit Union

All employees of the City, their spouse and children are eligible to participate in the KRD Federal Credit Union. The Credit Union is owned and operated by the employee themselves and is federally insured. Savings and loan programs are offered. Employees may elect a payroll deduction savings plan. Details are available from Credit Union officers or Human Resources.

7.11 Continuing Education Policy

We believe in the continuing education of our employees. If Department Head or City Manager sends you to a class or training program during normal working hours related to your employment, you will be paid for that time. If you are interested in attending an outside class and having the City pay for your attendance, you are required to provide advance written notice to your Department Head describing the class, including the subject matter, length, and cost. Depending on the type of training, the City may reimburse some or all the fees, including materials expenses, meals, and transportation. If your Department Head or Supervisor approves of your attendance at a class that is not sponsored by the City, you will be reimbursed once you have attended and paid for the class.

7.12 Holidays

A holiday is a normal workday on which all operations of the City, with the exception of the departments whose operation is necessary to the public health and safety, are ceased and the City is closed to normal business. Employees are given the day off with pay. The following are recognized holidays:

Holiday	Day Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursdays in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve	December 24 – Half Day
Christmas Day	December 25
Floating Holiday (1)	Employee Choice

The floating holiday shall be taken upon the approval of the department head in full shift increments only. The floating holiday must be taken by the employee between January 1 and December 31 of each year and will not be carried over to the following year.

It is the policy of the City that all regular employees working more than 30 hours per week are awarded comparable time-off, compensation benefits, and holidays each year. The standard shall be the amount of paid leave granted to employees working a 30-hours or more a week Monday through Friday. For employees working less than 30 hours, you will be paid an average of the last 4-weeks' pay for Holiday

pay. When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

Regular, part-time employees who would otherwise be scheduled to work on the day an observed holiday occurs, but due to the holiday do not work, shall be paid based upon the average hours of the past four weeks worked that day of the week. Should a prior holiday fall within said four-week calculation, the hours allowed for the prior holiday will not be considered as part of the calculation. Only actual hours worked will be considered.

Temporary and seasonal employees shall not receive paid holidays.

Regular employees who are scheduled to work on an observed holiday shall be compensated as follows:

With the exception of the December 24th holiday (Christmas Eve), employees will be credited with eight (8) hours of holiday pay for the holiday plus be paid for hours actually worked that day. Employees will be credited with a half shift of pay for the December 24th holiday plus be paid for hours actually worked that day. Time allowed off for the December 24th holiday is subject to the hours of operation set by the City of McCook.

Employees not scheduled to work on a holiday shall receive eight (8) hours holiday pay. Holiday pay shall be considered hours worked when calculating overtime. An employee must have worked or taken paid leave on the workday before and after the observed holiday to receive pay.

Police department employees excluded from the Fraternal Order of Police Lodge 57 union shall receive the same holiday pay and be subject to the same terms as are members of said union in regard to holiday pay, excluding the Office Manager.

7.13 Vacation

All regular employees are allowed a certain number of days each year for vacation. Vacation leave must be approved by the department head in advance and scheduled to insure a minimum disruption of department work.

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 each bi-weekly pay period:

Regular, Full-time	32-Hour	40-Hour	42-Hour	56-Hour
Commencement date through 4 th year	2.47	3.08	3.23	4.31
From start of 5 th year	2.96	3.69	3.88	5.17
From start of 8 th year	3.70	4.62	4.85	6.46
From start of 13 th year	4.19	5.23	5.49	7.32
From start of 18 th year	4.92	6.15	6.46	8.61
From start of 22 nd year	5.54	6.15	7.27	8.61

Vacation leave will accrue from date of hire. However, employees are not entitled to use vacation leave accrued until they have completed six months of continuous employment with the City of McCook.

Regular, part-time employees working less than 20 hours per week and temporary employees are not allowed vacation leave. Employees beginning work within the first 15 days of the month shall accrue vacation for that month and employees terminating within the last 15 days of the month shall accrue vacation for that month.

In addition to the level of vacation accrual provided for above, all department heads shall accrue an additional 1.54 hours of vacation time per pay period, in lieu of eligibility for compensatory time.

The maximum number of vacation days which may be accrued by an employee is one and one-half (1 1/2) times the number of vacation days earned in a year. Vacation days accumulated over this number must be taken within one month or they will be lost. Terminating employees may be compensated for accumulated vacation leave.

7.14 Sick Pay/Catastrophe Leave

Sick leave shall be earned and accrued from the most recent date of employment.

City of McCook allows its regular full-time employees who have completed their introductory period sick days per calendar year. Notify your Department Head or Supervisor as far in advance as possible if you are going to take sick time off.

There may be occasions, such as sudden illness, when you cannot notify your Department Head or Supervisor in advance. In those situations, provide notification of your circumstances as soon as possible. You may also be requested to provide a certificate of illness to your Department Head or Supervisor.

You may use sick leave benefits for dental or doctor visits or to care for immediate family members who are sick. Unused sick days may not be converted to a cash payment. You may be required to use available sick leave during family and medical leave, disability leave, or other leave.

Sick leave shall be granted to employees for the following reasons:

1. personal illness or physical incapacity resulting from causes beyond the control of the employee;
2. enforced quarantine of the employee in accordance with community health regulations;
3. doctor's or dentist's appointment; and
4. illness or condition of an immediate family member which require the employee's presence;
immediate family for sick leave purposes is defined as:
 - a) Spouse/significant other and parents of employee/spouse/significant other
 - b) Children
 - c) Grandparents
 - d) Grandchildren
 - e) A person living in or considered part of the employee's household and dependent on the employee for care
 - f) Siblings

Sick leave shall accrue to regular employees at the following rate:

Employment Status	Bi-Weekly Accrual Rate	Maximum Accrual Hours
40 Hour Employee	3.69 hours	800 hours
42 Hour Employee	3.88 hours	960 hours
56 Hour Employee	11.08 hours	2,400 hours
Regular Part-Time Employee (30-40 hours per week)	2.96 hours	600 hours

Sick leave shall be granted upon the approval of the employee's Department Head and, in some cases, the City Manager. To be granted sick leave, an employee must report to his or her Department Head or immediate supervisor the reason for the absence at the beginning of the work shift for which sick leave is taken. A Sick Leave Request form must be completed by the employee upon his/her return to work, approved or denied by the Supervisor and/or Department Head and submitted to the Human Resources along with the employee's time sheet.

Terminating employees may be compensated for accumulated sick leave pursuant.

The City Manager/Administration reserves the right to allow/deny sick leave to avoid abuse of this policy.

Any employee who has at least 500 hours accrued in sick leave may donate up to 40 hours, per calendar year, of their sick leave to a Catastrophic Leave bank to be maintained by the Human Resource Officer. The purpose of this Catastrophic Leave bank is to assist fellow employees who have entered into hardship due to illness and/or injury and have depleted all their own leave in good faith.

To request compensation from the Catastrophic Leave bank, the employee must have 6 months of continuous employment and make application to Human Resources in an amount not to exceed 160 hours (per occurrence). The application will be reviewed by the City Manager with the applicant's Department

Head and Supervisor and Human Resources to determine eligibility and allotment based upon the applicant's leave history.

Forms for donation and application may be obtained from Human Resources.

7.15 Bereavement Leave

You may use accrued but unused vacation/sick leave/paid time off if additional time is needed. Additional unpaid time off may be granted at the discretion of the City on a case-by-case basis.

Leave not to exceed twenty-four (24) consecutive working hours will be granted by the City in the event of the death of a member of the immediate family of any employee with pay.

Immediate family, for purposes of this policy, includes the following and applies both to the family of the employee and the employee's spouse: spouse, parents (including foster parents and stepparents), child (including foster child and stepchild), brother, sister, grandparents and grandchildren. For extenuating circumstances, the employee may petition the City Manager to expand the definition of immediate family. City Manager is not required to grant the petitioner's request.

Bereavement leave shall be taken within one (1) week of the date of the death, or at other times with approval of the City Manager.

You must provide notice of your need for bereavement leave as far in advance as possible. The City may require documentation supporting your need for bereavement leave.

7.16 Jury Duty Leave

City of McCook encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Department Head or Supervisor as soon as possible to make scheduling arrangements.

You will receive your regular compensation for time spent on jury duty; however, your pay will be reduced by any compensation — other than expenses — that the court pays you for jury duty.

The City reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The City will not retaliate against employees who request or take leave in accordance with this policy.

7.17 Voting Leave

If you do not have two consecutive hours while the polls are open during which you are not required to be working for City of McCook, the City will provide you with up to two paid hours of leave for purposes of voting. If you provide notice of your need for leave in advance of Election Day, your pay cannot be reduced or deducted in connection with your leave from work. Your Department Head or Supervisor may determine the time that you may take leave.

7.18 Leaves of Absence

Should a situation arise that temporarily prevents an employee from working, they may be eligible for a personal Leave of Absence without pay. However, employees must be employed for at least three months prior to the requested leave.

Any request for a leave of absence without pay must be submitted in writing as far in advance as possible and it will be reviewed on a case-by-case basis by the City Manager. The decision to approve or disapprove is based on the circumstances, the length of time requested, the employee's job performance and attendance and punctuality record, the reason for the leave, the effect the employee's absence will have on the work in the department and the expectation that the team member will return to work when the

leave expires. Leaves of absence, whether scheduled or unscheduled, will be considered only after all personal time have been exhausted. An exception to this may be applied for major life events, such as marriage, birth/adoption, death, or with extended notice.

7.19 Family and Medical Leave (FMLA) Policy

In accordance with the Family and Medical Leave Act of 1993 (FMLA), City of McCook provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the City for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is rolling back.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are

examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.

- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special childcare needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
 - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the City and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the City first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the City.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from Human Resources. When you request leave, the City will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the City may require an examination by a second health care provider designated by us. If

the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The City also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the City will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the City may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

Health Insurance

Your health insurance coverage will be maintained by the City during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage.

If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the City may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the City may require reimbursement for the health insurance premiums paid during the leave.

Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

Spouse Aggregation

If you and your spouse are both employed by the City, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the City will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The City is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the City. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Designation of Leave

If the City becomes aware of any qualifying reason for FMLA leave, the City will designate it as such. An employee may not refuse FMLA designation under this policy.

Retaliation

The City will not retaliate against employees who request or take leave in accordance with this policy.

7.20 Family Military Leave

City of McCook provides up to 30 days of unpaid family military leave to employees who are the spouse or parent of a person called to military service. The leave must be taken during the time the federal or state deployment orders are in effect.

To be eligible for family military leave, you must:

- Have worked for the City for at least 12 months;
- Have worked for at least 1,250 hours during the 12-month period immediately preceding the start of family military leave; and
- Be the spouse or parent of a person called to military service, by the State of Nebraska or the United States, lasting 179 days or longer.

If you need to take family military leave, notify your Department Head or Supervisor as soon as practicable. If the leave is for five or more consecutive workdays, you must provide at least 14 days' notice. Consult with your Department Head or Supervisor to schedule the leave so as not to unduly disrupt the operations of the City. You may be required to provide certification from the proper military authority to verify your eligibility for leave.

You may elect to use any available paid time off for which you are eligible under City policy for the purpose of taking family military leave, and such paid time off will run concurrently with the leave afforded under this policy.

Upon returning from family military leave, you will be restored to your previous position or to a position with equivalent seniority status, employee benefits, pay, and other conditions of employment.

During family military leave, you will be able to continue your health insurance benefits at your own expense.

The City will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

7.21 Military Leave (USERRA)

City of McCook complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor or Human Resources of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

7.22 Return-to-Work Program

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

The prompt return of injured employees to their departmental positions within their medical restrictions will minimize the impact of work-related injuries. Coming back to work early helps employees remain functional as they recover while providing our organization with the valuable use of employees' talents. It also helps control workers' compensation costs.

If you are injured at work, report the injury to your supervisor immediately-no matter how minor the injury is. Your supervisor or you will report to our organization's worker's compensation EMC OnCall Nurse at 1-844-

322-4668 within 24 hours. Any questions concerning workers' compensation should be directed to the individual associated with the telephone number, the assigned claims adjuster or Human Resources.

Your supervisor and/or the EMC OnCall Nurse will help arrange for medical treatment following an injury. Prompt, quality medical treatment, can be assured through the use of a local medical provider.

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

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

8.0 Safety and Loss Prevention

8.1 Drug and Alcohol Policy

City of McCook is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the City to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others and will not be tolerated.

Prohibited Conduct

The City expressly prohibits employees from engaging in the following activities when they are on duty or conducting City business or on City premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Department Head or Supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Employer-Sponsored Events

From time to time, the City may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Treatment and/or Rehabilitation

The City may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the City may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The City may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.2 Drug Testing Policy

Random Selection

The City of McCook has three (3) separate substance abuse policies:

1. City of McCook Public Transportation Substance Abuse Policy (FTA);
2. City of McCook Federal Highway Administration Drug and Alcohol Testing Program and Policy for Employees (FMCS);
3. City of McCook Substances of Abuse Policy.

The City of McCook will drug test employee as mandated in each of the separate drug free workplace policies.

The forementioned policies are hereby incorporated into the City of McCook's employee handbook by this reference.

Recordkeeping

All records concerning test results will be kept by the City in medical files that are maintained separately from employee personnel files. Employees have a right to obtain copies of all test results from the testing laboratory or from the City.

8.3 General Safety Policy

It is the responsibility of all City of McCook employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your Department Head or Supervisor as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the City health and safety rules may result in disciplinary action, up to and including termination of employment.

8.4 Policy Against Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of City of McCook, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The City has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.

- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on City property or while performing City business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Department Head, Supervisor or Human Resources in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Department Head and/or Human Resources.

9.0 Confidentiality

9.1 Confidentiality

As a condition of employment, City of McCook employees are required to protect the confidentiality of proprietary information, and confidential commercially sensitive information (i.e. financial, customer lists confidential employee information, etc.) related to the City. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and are obtaining such information, you are required to inform your Department Head or Supervisor or Human Resources or appropriate department. Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

10.0 Customer Relations

10.1 Customer, Client, and Visitor Relations

City of McCook strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Department Head or Supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Department Head or Supervisor or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our City as a leader in its field.

Closing Statement

Conclusion

All City employees help provide the services that the citizens of McCook desire, pay for, and expect. Good streets, excellent water systems, enjoyable parks, good community planning, police and fire protection do not just happen. As you join this City, we know that you too will give your best effort to provide the people of this community with the services that they can expect. It is not an easy task, but it is worthwhile. Everyone with the City of McCook wishes you well on your job. We hope that your working relationship with the City is long, pleasant, and rewarding.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the City of McCook Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the City has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved by the City Council. I also understand that any delay or failure by the City to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the City or affect the right of the City to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized City representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized City representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by City of McCook.

If I have any questions about the content or interpretation of this handbook, I will contact Human Resources Officer.

Signature

Date

Print Name

**CITY MANAGER'S REPORT
MARCH 15, 2021 CITY COUNCIL MEETING**

ITEM: 5.E.

RECOMMENDATION:

APPROVE THE REQUEST FROM RONDA GRAFF TO UTILIZE CITY STREETS AND WALKING TRAILS FOR THE 2021 REPUBLICAN RIVER FITNESS SERIES ON THE FOLLOWING DATES MARCH 27TH, MAY 6TH AND 13TH, JUNE 26TH, SEPTEMBER 25TH, NOVEMBER 20TH AND DECEMBER 18TH, 2021.

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 2021 REPUBLICAN RIVER FITNESS SERIES ON THE FOLLOWING DATES MARCH 27TH, MAY 6TH AND 13TH, JUNE 26TH, SEPTEMBER 25TH, NOVEMBER 20TH AND DECEMBER 18TH.

APPROVALS:



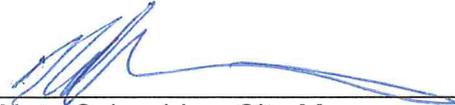
Kyle Potthoff, Public Works Director

March 9, 2021



Joel Smith, Chief of Police

March 9,, 2021



Nate Schneider, City Manager

March 9, 2021

Lea Ann Doak

From: Ronda Graff <rondagraff@gmail.com> on behalf of Ronda Graff
Sent: Monday, March 8, 2021 12:13 PM
To: Lea Ann Doak; Nate Schneider; Kyle Potthoff; jsmith@cityofmccook.com
Cc: Chris Schaben
Subject: Re: Rep River Fitness Series Calendar for city co agenda
Attachments: City council RRFS letter - 2021.pdf

I realize that I normally include a letter with the schedule, which I have attached.

Thx
Ronda

On Mon, Mar 8, 2021 at 9:57 AM Ronda Graff <rondagraff@gmail.com> wrote:

Good morning everyone,

So we are going to try and hold the Republican River Fitness Series this year with the first race Saturday, march 27 at KC Hall.

I would like to get a calendar to the city and the police for their records.

Chris is getting a copy of the insurance from Road Runners of America and hopefully I will have by the March 15 meeting.

I'll plan to be at the March 15 City Council meeting if there are any questions.

Also, we have Michelle's Tri set for June 26 but no location set at this point. That's a discussion that we'll have to have in the near future.

Thanks
Ronda

March 2021

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

Re: 2021 Republican River Fitness Series Schedule

Attached is the schedule for the 2021 Republican River Fitness Series to have for your information. We have had great cooperation and support from the city and the McCook police in the past and would love for that to continue.

Just a quick recap about the fitness series: We are now in our sixth year, with Community Hospital as our primary sponsor and several local businesses providing additional support. The entire fitness series is insured through the Road Runners Club of America, with each event benefitting a different, local organization.

Last year, we held just a few in-person events but will try to resume a somewhat regular schedule in 2021, with 11 events this year and follow local health protocols. We realize things can change at the last minute and are prepared to amend an event on short notice.

We believe the fitness series is an asset to the community and appreciate all of the support we have already received from the city, 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
Ed Thomas YMCA
308-340-3412
rondagraff@gmail.com

2021 Republican River Fitness Series Race Calendar

- Saturday, March 27 St. Pat Shamrock Shuffle McCook KC Hall
- Saturday, April 17 Run for UV Relay Run and 5K Cambridge-McCook
- Thursday, May 6/13 Community Hospital Fun Run McCook Walking Trail
- Saturday, June 5 Tri Valley Glow Run Cambridge City Park
- Saturday, June 26 Michelle's Memorial Tri McCook City Pool
- Sunday, July 4 Freedom Run Culbertson City Park
- Saturday, Aug. 7 Old Settler's Adventure Run Indianola City Park
- Saturday, Sept. 25 Heritage Days Road Race McCook Norris Park
- Oct. 30 MHS XC Zombie Run Red Willow Lake
- Saturday, Nov. 20 Community Hospital Turkey Trot McCook Walking Trail
- Saturday, Dec. 18 Reindeer Run McCook Barnett Park

CITY MANAGER'S REPORT
MARCH 15, 2021 CITY COUNCIL MEETING

ITEM: **5.F.**

RECOMMENDATION:

APPROVE SPECIFICATIONS FOR THE 2021 ARMOR COATING PROJECT
AND SET THE TIME AND DATE TO RECEIVE BIDS AS 2:00 P.M. ~~APRIL 1,~~
2021 MARCH 29

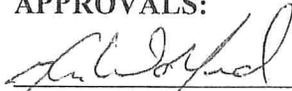
BACKGROUND

This is the annual armor coating maintenance done by the City.

As has been done in the past, the City will receive bids for the contractor to supply oil in full transport loads. Included in the contractor's bid is applying the oil; then placing and rolling the gravel. The gravel is supplied by the City. The Specifications call for one complete transport of oil with the option of adding a second if funds are available.

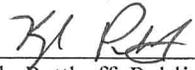
FISCAL IMPACT: None.

APPROVALS:



Greg Wolford, W Design Associates

Date: 26 Feb 21



Kyle Potthoff, Public Works Director

Date: 3/10/2021



Nate Schneider, City Manager

Date: _____

ADVERTISEMENT FOR BIDS

The CITY OF McCOOK, Nebraska will receive sealed bids for the 2021 Armor Coating Project and associated work as described in the Plans and Specifications until 2:00 P.M. CDST at the Office of the City Clerk, McCook, Nebraska on March 29, 2021 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center.

All bids must be made on the Proposal Form provided with the Plans and Specifications as prepared by W DESIGN ASSOCIATES, Consulting Engineers and Architects. Bids received after the closing will be returned unopened and shall not be considered.

Contractors may obtain paper copies of the Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$15.00 for each set requested. Electronic copies may be obtained by email from Breanna@wdesignea.com at no cost.

Each bid shall be accompanied by a certified check, cashier's check, or bid bond in an amount of not less than five percent (5%) of the total bid amount, and shall be made payable to the City of McCook, Nebraska as security that the bidder to whom the contract may be awarded will enter into contract to construct the project and give bond in the sum of the total contract amount for the construction of the project. Checks accompanying bids not accepted shall be returned to the bidders. Performance and Payment Bonds will be required for this project.

This project is the armor coating of various City streets in McCook.

No bid shall be withdrawn after opening the bids without the consent of the McCook City Council for a period of 45 days.

The City of McCook reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.

-s- Lea Ann Doak
City Clerk

Publish: March 17, 24, 2021.

SPECIFICATIONS

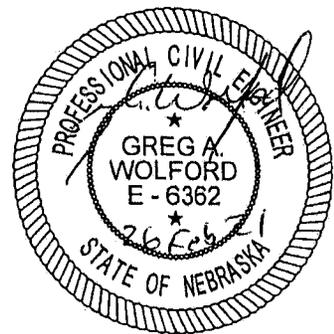
FOR

CITY STREET ARMOR COATING

McCOOK, NEBRASKA

2021 ARMOR COATING PROJECT

FEBRUARY, 2021



**W DESIGN ASSOCIATES
CONSULTING ARCHITECTS & ENGINEERS
McCOOK/HASTINGS, NEBRASKA**

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General Conditions – NDOT Standard Specifications for Highway Construction - 2007	**
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** *These NDOT Documents shall be considered a part of these written Contract Documents as if attached hereto and herein written.*

SECTION 20 - ADVERTISEMENT FOR BIDS

The CITY OF McCOOK, Nebraska will receive sealed bids for the 2021 Armor Coating Project and associated work as described in the Plans and Specifications until 2:00 P.M. CDST at the Office of the City Clerk, McCook, Nebraska on April 1, 2021 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center.

All bids must be made on the Proposal Form provided with the Plans and Specifications as prepared by W DESIGN ASSOCIATES, Consulting Engineers and Architects. Bids received after the closing will be returned unopened and shall not be considered.

Contractors may obtain paper copies of the Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$15.00 for each set requested. Electronic copies may be obtained by email from Breanna@wdesignea.com at no cost.

Each bid shall be accompanied by a certified check, cashier's check or bid bond in an amount of not less than five percent (5%) of the total bid amount, and shall be made payable to the City of McCook, Nebraska as security that the bidder to whom the contract may be awarded will enter into contract to construct the project and give bond in the sum of the total contract amount for the construction of the project. Checks accompanying bids not accepted shall be returned to the bidders. Performance and Payment Bonds will be required for this project.

This project is the armor coating of various City streets in McCook.

No bid shall be withdrawn after opening the bids without the consent of the McCook City Council for a period of 45 days.

The City of McCook reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.

Date: February 26, 2021
-s- Lea Ann Doak, City Clerk
City of McCook, NE

Publish: March 17, 24 & 31, 2021

SECTION 00100 - INSTRUCTIONS TO BIDDERS

To be considered, Proposals must be made in accord with these Instructions to Bidders.

1. EXAMINATION

Bidders shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.

2. QUESTIONS

Submit all questions about the Plans and Specifications to the Engineer in writing. The Engineer and the Owner will not be responsible for oral clarification.

3. SUBSTITUTIONS

To obtain approval to use unspecified products, bidders shall submit written requests at least ten (10) days before the bid date. Requests received after this time may not be considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, the Engineer will approve it in an Addendum issued to all prime bidders on record.

4. PROPOSALS

Proposals shall be made on unaltered Proposal Forms furnished by the Engineer. Fill in all blank spaces and submit one copy. Proposals shall be signed with name typed below signature. Where bidder is a corporation, Proposals must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

5. BID SECURITY

Bid security shall be made payable to the City of McCook in the amount of five percent (5%) of the Proposal sum. Security shall be either certified check, cashier's check or bid bond issued by surety licensed to conduct business in the State of Nebraska. The successful bidder's security will be retained until he has signed the contract. The Owner reserves the right to retain the security of the next two lowest bidders until the lower bidder enters into contract or until ten days after bid opening whichever is the shorter. All other bid security will be returned as soon as practicable. If a bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty.

6. BONDS

Performance and Payment Bonds are required in the amount of 100% of the contract price.

7. SUBMITTAL

Submit Proposal and Bid Security in an opaque, sealed envelope. Identify the envelope with: (1) Project name; (2) Name of Bidder. Submit Proposals in accord with the Advertisement for Bids.

8. MODIFICATION AND WITHDRAWAL

Proposals may not be modified after submittal. Bidders may withdraw at any time before bid opening, but may not resubmit them. No Proposal may be withdrawn or modified after the bid opening except where the award of Contract has been delayed for 45 days.

9. DISQUALIFIED

The Owner reserves the right to disqualify Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

10. OPENING

Proposals will be opened as announced in the Advertisement for Bids.

11. AWARD

The Contracts will be awarded on the basis of lowest responsible bid and the time of completion bid.

12. SALES TAX

The Contractor who is awarded the construction contract shall be appointed to act as a "Purchasing Agent" for the Exempt Organization for all materials to be incorporated into the Project. The Contractor will be supplied with a combination Purchasing Agent Appointment and Exempt Sale Certificate by the Exempt Organization. In turn the Contractor and/or his subcontractors shall provide their suppliers with copies of the document to enable them to purchase materials to be incorporated into the Project without payment of sales/use tax.

Billings from suppliers must be made out in the name of the Exempt Organization which appointed the Contractor as its Purchasing Agent, and shall also show the name of the Contractor.

13. SPECIAL INSTRUCTIONS TO BIDDERS

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color or national origin.

c. The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §48-1101 through 48-1126 (Reissue 1998). The Contractor shall include this requirement in all subcontracts entered into pursuant to this agreement.

d. The Contractor shall comply with Fair Labor Standards as required by Neb. Rev. Stat. Sections 73-101 through 73-104 in the pursuit of his business and in the execution of this agreement.

SECTION 00310 – PROPOSAL FORM

_____, 2021

City Council
McCook, NE 69001

The undersigned, having inspected the site for the proposed construction and being familiar with all conditions of the work, including Drawings and Specifications thereof entitled "2021 ARMOR COATING PROJECT", McCook, Nebraska dated February, 2021 and including Addenda or Instructions issued during the estimate period, all as prepared by W DESIGN ASSOCIATES, hereby offers to furnish all plant, labor, equipment, materials and operations required for the complete and prompt execution of all work described in, or shown in, or reasonably implied by the above mentioned documents for such sums as detailed hereinafter:

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE EA.	TOTALS
1.	Armor Coat Oil*	1	Gal.	\$ _____	\$ _____

* The City of McCook armor coat streets based on "Full Transport Loads" of oil applied. The City will purchase one transport load with an option for a second. The bid price per gallon of oil includes the cost of the oil, application of gravel, labor and equipment required to armor coat the streets. See Section 01805.

Proposed START DATE _____

Proposed COMPLETION DATE _____

Receipt of Addenda is hereby acknowledged:

No. _____ Date _____ No. _____ Date _____ No. _____ Date _____

I (we) acknowledge that the Owner reserves the right to reject any or all bids, to waive any informalities or technical defects or negotiate with any of the Contractors who have submitted Proposals if the Owner deems it to be for his best interests.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract Documents and Bonds to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner proof of insurance coverage, all within ten days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

Time is of the essence and it is the Owner's desire to have this work complete before the start of school. The Contractor agrees to complete the work no later than the completion date bid. The Contractor further agrees that if work is completed after that date he/she will pay to the Owner liquidated damages in the amount of \$100.00 per calendar day after the completion date required to complete the work.

This Proposal shall remain in effect for a period of forty five (45) days after the closing time for the receipt of bids.

By

Address

Seal (If Corporation)

SECTION 00500 – 2021 ARMOR COATING CONTRACT

THIS AGREEMENT entered into this _____ day of _____ in the year TWO THOUSAND AND TWENTY-ONE by and between _____ of _____ hereinafter referred to as the "CONTRACTOR" and the CITY OF McCOOK, McCook, Nebraska hereinafter referred to as the "OWNER".

WITNESSETH: That the parties under the CONTRACT agree that the CONTRACTOR shall carry out the following generally described work on the owner's property in consideration of the unit prices as hereby set forth. 2021 ARMOR COATING PROJECT

ITEM DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
1. Armor Coat Oil	1	Gal.	\$ _____	\$ _____

The City of McCook agrees to purchase one full transport load of Armor Coat Oil at the above unit price per gallon with the option to purchase a second full load.

All work shall be done in accordance with the Plans and Specifications provided to the CONTRACTOR and dated February, 2021.

Payment requests shall be made monthly and shall be sent to the ENGINEER.

TO WIT: The CONTRACTOR shall at his cost and under his sole responsibility furnish all labor, tools, materials, transportation, equipment and perform all work required for the completion of the work.

Further, the CONTRACTOR agrees to complete all work by _____, 2021 and accepts the liquidated damages clause included in the Proposal Form.

The CONTRACTOR shall comply with all of the State and Federal laws governing and shall hold the OWNER blameless for any and all liabilities arising out of his operations under the Contract. The CONTRACTOR shall provide the OWNER with a Certificate of Insurance for

Worker's Compensation, Comprehensive General Liability, Contractual Liability, Personal Injury and Comprehensive Automobile Liability.

IN WITNESS WHEREOF, the parties to this contract have severally affixed their signatures executing this instrument this _____ day of _____ 2021.

APPROVED:

By _____

By _____

Date _____

Date _____

City of McCook
P. O. Box 1059
McCook, NE 69001

SECTION 00800 - SUPPLEMENTARY CONDITIONS

INTRODUCTION

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction". Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1. All such variations shall be shown on the field documents which shall be delivered to the Engineer before final payment is made.
2. The Contractor shall provide a Certificate of Insurance of the following types and in amounts not less than the following:
 - A. Worker's Compensation:

(a) State:	Statutory
(b) Applicable Federal:	Statutory
(c) Employer's Liability	\$1,000,000.00
 - B. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury:	
\$1,000,000.00	Each Occurrence
\$1,000,000.00/\$1,000,000	Annual Aggregate
(b) Property Damage:	
\$1,000,000.00	Each Occurrence
\$1,000,000.00	Annual Aggregate
(c) Products and Completed Operations to be maintained for one year after final payment.	
(d) Property Damage Liability Insurance will provide X, C or U coverage, as applicable.	
 - C. Contractual Liability:

(a) Bodily Injury:	
\$1,000,000.00/\$1,000,000	Each Occurrence
(b) Property Damage:	
\$1,000,000.00	Each Occurrence
\$1,000,000.00	Annual Aggregate
 - D. Personal Injury, with Employment Exclusion deleted:

\$1,000,000.00	Annual Aggregate
----------------	------------------

- E. Comprehensive Automobile Liability:
 - (a) Bodily Injury:

\$1,000,000.00	Each Person
\$1,000,000.00/\$1,000,000	Each Occurrence
 - (b) Property Damage:

\$1,000,000.00	Each Occurrence
----------------	-----------------
- F. Umbrella Liability Coverage
 - (a) \$1,000,000.00

This umbrella coverage shall be over and above the stated coverages and amounts.

- G. Additional insurance required. Contractor shall carry in addition to that specifically named by the 'General Conditions', as follows:
 - (a) Completed Operations and Products Liability.
 Maintained for one (1) year, commencing with
 issuance of Final Certificate for Payment.

3. FORM OF AGREEMENT

The form of agreement to be used for this project shall be as provided in the specifications.

4. SANITARY CONVENIENCES

Sanitary conveniences for use of all persons employed on the work shall be provided by the contractor.

5. SCHEDULING OF WORK

Insofar as is practicable, the contractor shall confine his operations to those parts of the site in which the construction work is located.

SECTION 01010 - SUMMARY OF THE WORK

GENERAL

The general contractor and its subcontractors will be required to follow these specifications as well as all Federal, State and local laws, ordinances, rules and regulations.

PROJECT DESCRIPTION

This project involves armor coating various city streets in accordance with the NDOT 2007 Standard Specifications for Highway Construction. The City Staff will direct the Contractor as to which streets will be armor coated.

NOTIFICATION OF RESIDENTS

The Contractor shall provide the City with a schedule of construction 10 days prior to starting the armor coating. The City will be responsible for notifying affected residents through media outlets five (5) days prior to construction.

In addition, the Contractor shall be responsible for hanging flyers on the doors of residences along streets being armor coated the day before armor coating to inform the residents to move vehicles off the streets.

SECTION 01100 - ALTERNATE MATERIALS OR METHODS

1. ALTERNATE MATERIALS

A. Standard Manufacturer

Wherever the terms "Standard", "Recognized" or "Reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment or supplies for a period of over twelve months prior to the date fixed for opening bids.

B. "Or Equal" Clause

Whenever, in any section of the contract documents, plans or specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturers of comparable quality, design and efficiency.

A bidder wishing to substitute a material or product in lieu of an item specified shall submit all appropriate information as called out in the Instructions to Bidders. No changes shall be accepted after submission of proposals unless they result in an improvement to the project and are accepted in writing by the Architect/Engineer or result in an acceptable credit to the owner without prejudice to the project and then only if accepted in writing by the Architect/Engineer.

SECTION 01800 - EXISTING FACILITIES

1. GENERAL

Attention is called to the existence of buried water lines, gas lines, sewer lines and telephone lines within the project limits. The Contractor assumes full responsibility for the location and protection of all utilities, buried or overhead, during the construction operations.

SECTION 01805 – CHANGES TO STANDARD SPECIFICATIONS - TECHNICAL

GENERAL

This section describes the changes to technical portions of the NDOT 2007 Standard Specifications for Highway Construction.

MATERIALS

1. Oil for Armor Coating. The Contractor shall provide all oil for armor coating. The oil shall be Grade CRS-2P. The City will complete this project using full transport loads of oil only. The City realizes that the Contractor will run out of oil before completing all streets desired. Those streets not completed will be done in next year's project.

The City will provide the Contractor with a list of streets to be armor coated upon arrival to begin work.

2. Gravel. The City shall provide all gravel for the project. The City will stockpile the gravel at the City street shop on South Street in McCook. The Contractor will be responsible for loading the gravel into his trucks at that point. Any gravel left over after completion of the project shall remain the property of the City.

WORKMANSHIP

1. The City of McCook will be responsible for cleaning and killing all grass and weeds in the cracks of streets to be armor coated.
2. The Contractor shall be responsible for all other street cleaning.
3. The City shall "pre-advertise" the streets to be armor coated, as well as the Contractor's schedule. The Contractor shall be responsible for all traffic control.
4. The Contractor shall notify residents via flyers per Section 01010, Summary of the Work.
5. The Contractor shall be responsible for placing the oil and gravel; initial rolling of the armor coat and repair of "bleeding" for 24 hours after the armor coat is placed.
6. The City of McCook shall maintain the streets after the 24 hour period as well as being responsible for removal of excess gravel on armor coated streets.

MEASURE AND PAYMENT

1. The Engineer shall approve rates of application for oil and gravel on the streets.
2. The only item for which direct payment will be made is "Armor Coat Oil." This item will be paid for by the gallon as provided on transport weight tickets, adjusted to 60° F. All other items shall be subsidiary to this item.

END OF ...

SPECIFICATIONS

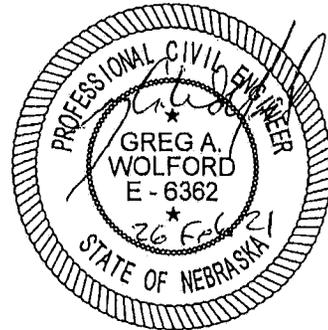
FOR

CITY STREET ARMOR COATING

McCOOK, NEBRASKA

2021 ARMOR COATING PROJECT

FEBRUARY, 2021



W DESIGN ASSOCIATES
CONSULTING ARCHITECTS & ENGINEERS
McCOOK/HASTINGS, NEBRASKA

**CITY MANAGER'S REPORT
MARCH 15, 2021 CITY COUNCIL MEETING**

ITEM: 5.G.

Receive and file the Financial Report for the period ending February 28, 2021.

BACKGROUND:

The Treasurer's Report (Attachment A) gives the beginning cash balances as of October 1, 2020, plus Total (YTD) Receipts, minus Total (YTD) Disbursements, giving the ending cash balance on February 28, 2021.

Per the Banking Services Agreement with McCook National Bank, all funds are deposited into the Public Funds Account at a higher rate of interest. The bank then sweeps in increments of \$100,000 to the Primary Operating Account to cover disbursements as they clear the bank. The Payroll Account is also a sweep account and maintains a \$1,000 balance.

All of the bank accounts are interest bearing, except the Payroll Account and the Purchase Account. The Purchase Account is our VISA credit card.

Attachment B gives the ending cash balances by fund as of February 28, 2021.

Attachment C is a Financial Summary of Revenue and Expense by Fund for the quarter ending February 28, 2021.

Staff is always available to address any questions that the Council may have. The Department Heads receive monthly financial reports and it is their responsibility to monitor their individual budgets. It is the bottom-line per department that is monitored. If they go over on a line item, that must adjust for it in another line item.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk-Treasurer

March 11, 2021



Nathan A. Schneider, City Manager

March 11, 2021

ATTACHMENT

A

City of McCook, Nebraska
 TREASURER'S REPORT
 Period Ending February 28, 2021 (unaudited)

Beginning Cash on Hand, October 1, 2020			
McCook National Bank - Public Funds	\$	14,419,303.57	
McCook National Bank - Primary Operating	\$	(134,542.01)	
McCook National Bank - LB840 Funds	\$	738,340.70	
McCook National Bank - Payroll	\$	1,175.00	
McCook National Bank - CRA	\$	57.93	
Purchases Account	\$	10,000.00	
Petty Cash	\$	900.00	
NDEQ Irrevocable Escrow	\$	82,306.96	
McCook National Bank - Pension	\$	9,079.94	
TOTAL BEGINNING CASH			\$ 15,126,622.09
Receipts:			
Taxes	\$	1,748,392.23	
Fees, Permits and Licenses	\$	214,500.52	
Intergovernmental Services	\$	1,374,619.47	
Charges - Current Services	\$	725,618.87	
Public Utilities	\$	1,613,574.51	
Use of Money & Property	\$	864,714.61	
Interfund Transfers	\$	1,799,121.10	
Other Revenue	\$	622,285.66	
Unapplied/Accounts Payable	\$	2,378.28	
PLUS TOTAL RECEIPTS			\$ 8,965,205.25
Disbursements:			
Personal Services	\$	2,586,698.87	
Supplies	\$	449,684.96	
Services & Charges	\$	2,504,094.36	
Budget Transfers	\$	1,239,421.89	
Capital Outlay	\$	755,446.98	
Unapplied/Accounts Payable	\$	63,984.37	
MINUS TOTAL DISBURSEMENTS			\$ 7,599,331.43
Ending Cash Balance February 28, 2021			
McCook National Bank - Public Funds	\$	15,428,426.91	
McCook National Bank - Primary Operating	\$	65,162.61	
McCook National Bank - LB840 Funds	\$	887,214.58	
McCook National Bank - Payroll	\$	1,000.00	
McCook National Bank - CRA	\$	57.93	
Petty Cash	\$	900.00	
Purchase Account	\$	10,000.00	
NDEQ Irrevocable Escrow	\$	83,515.34	
McCook National Bank - Pension	\$	16,218.54	
TOTAL ENDING CASH	\$	16,492,495.91	\$ 16,492,495.91

Dated: February 28, 2021

-s- Lea Ann Doak, City Clerk

ATTACHMENT B

City of McCook, Nebraska
 TREASURER'S REPORT
 CASH BALANCE BY FUNDS
 Period Ending February 28, 2021 (unaudited)

Beginning Cash on Hand, October 1, 2020	Beginning Cash	YTD Revenue	YTD Expenditures	Ending Cash
General Fund - 10	\$ 2,536,229.33	\$ 3,004,186.42	\$ 3,162,414.17	\$ 2,378,001.58
General Fund Unapplied/Accts. Payable	\$ 7,998.28	\$ 2,378.58	\$ 5,353.86	\$ 5,023.00
Street Fund - 15	\$ 211,332.95	\$ 147.00	\$ -	\$ 211,479.95
Special Revenue - 20	\$ 804,088.95	\$ 790,375.63	\$ 89,007.24	\$ 1,505,457.34
Special Revenue Unapplied/Accts. Payable	\$ 66.40		\$ 66.40	\$ -
Debt Service - 30	\$ 359,100.25	\$ 36,415.82	\$ -	\$ 395,516.07
Community Redevelopment Authority - 40	\$ 66,494.36	\$ 20,887.06	\$ 10,850.94	\$ 76,530.48
Economic Development Fund - 45	\$ 738,340.70	\$ 215,924.09	\$ 67,050.20	\$ 887,214.59
Pension Trust - 50	\$ 9,079.94	\$ 15,002.75	\$ 7,864.15	\$ 16,218.54
Trust & Agency - 60	\$ 294,670.10	\$ 40,436.59	\$ 50,057.06	\$ 285,049.63
Internal Service Fund - 65	\$ 576,603.43	\$ 929,998.04	\$ 866,028.43	\$ 640,573.04
Enterprise Fund - 70	\$ 8,665,703.58	\$ 3,655,972.92	\$ 3,111,613.98	\$ 9,210,062.52
Enterprise Fund Unapplied/Accts. Payable	\$ 58,564.41	\$ (0.30)	\$ 58,564.11	\$ -
Capital Improvement - 80	\$ 798,349.41	\$ 253,480.65	\$ 170,460.89	\$ 881,369.17
BALANCES	\$ 15,126,622.09	\$ 8,965,205.25	\$ 7,599,331.43	\$ 16,492,495.91

Dated: February 28, 2021

-s- Lea Ann Doak, City Clerk

ATTACHMENT C

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: FEBRUARY 28TH, 2021

10 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
GENERAL REVENUE	8,573,513	8,573,513	547,835.91	2,951,686.42	2,556,557.69	5,621,826.58	65.57
RESERVES/CO TREASURER BAL	<u>1,490,232</u>	<u>1,490,232</u>	<u>10,500.00</u>	<u>52,500.00</u>	<u>52,500.00</u>	<u>1,437,732.00</u>	<u>96.48</u>
TOTAL REVENUES	10,063,745	10,063,745	558,335.91	3,004,186.42	2,609,057.69	7,059,558.58	70.15
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ADMINISTRATION	625,880	625,880	52,247.32	217,478.24	236,005.12	408,401.76	65.25
PUBLICITY	7,750	7,750	718.50	1,718.87	2,279.30	6,031.13	77.82
AUDITORIUM	45,640	45,640	3,073.58	17,563.93	49,782.42	28,076.07	61.52
COUNCIL	645,785	645,785	61,590.46	199,952.19	172,549.48	445,832.81	69.04
POLICE	1,776,104	1,776,104	114,276.27	668,342.09	710,370.29	1,107,761.91	62.37
MUNICIPAL CENTER	106,519	106,519	4,808.14	46,321.40	41,604.81	60,197.60	56.51
FIRE	1,367,701	1,367,701	214,530.87	656,998.27	494,918.06	710,702.73	51.96
AMBULANCE	162,392	162,392	8,383.27	44,084.50	41,802.89	118,307.50	72.85
CIVIL DEFENSE	14,613	14,613	34.21	463.05	8,393.54	14,149.95	96.83
BUILDING & ZONING	84,142	84,142	5,697.23	31,933.28	33,693.78	52,208.72	62.05
LIBRARY	348,537	348,537	24,932.83	133,661.84	159,000.04	214,875.16	61.65
STREET	1,200,411	1,200,411	79,125.16	397,992.05	370,820.17	802,418.95	66.85
CEMETERY	199,736	199,736	9,291.60	69,236.04	75,167.69	130,499.96	65.34
PARKS	221,148	221,148	10,441.33	64,997.98	74,120.35	156,150.02	70.61
BALL PARKS	122,427	122,427	5,990.28	38,328.56	60,270.39	84,098.44	68.69
POOL	98,559	98,559	167.78	2,339.54	14,796.19	96,219.46	97.63
AIRPORT	168,078	168,078	14,672.29	59,316.47	62,093.95	108,761.53	64.71
UNEMPLOYMENT	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
UNCOLLECTABLE TAX	15,000	15,000	852.51	3,518.31	2,240.17	11,481.69	76.54
SENIOR CENTER	415,348	415,348	29,397.72	146,869.07	152,414.21	268,478.93	64.64
PUBLIC TRANSPORTATION	163,435	163,435	12,260.07	62,323.49	65,269.94	101,111.51	61.87
HEALTH OPERATING	706,000	706,000	58,833.00	294,165.00	244,190.00	411,835.00	58.33
RESERVES/CO TREASURER BAL	<u>465,232</u>	<u>465,232</u>	<u>4,810.00</u>	<u>4,810.00</u>	<u>161,088.31</u>	<u>460,422.00</u>	<u>98.97</u>
TOTAL EXPENDITURES	8,970,437	8,970,437	716,134.42	3,162,414.17	3,232,871.10	5,808,022.83	64.75
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	1,093,308	1,093,308	(157,798.51)	(158,227.75)	(623,813.41)	1,251,535.75	114.47

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: FEBRUARY 28TH, 2021

15 -STREET FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
STREET IMPROVEMENTS	361,295	361,295	27.00	147.00	523.00	361,148.00	99.96
TOTAL REVENUES	361,295	361,295	27.00	147.00	523.00	361,148.00	99.96
=====							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
STREET IMPROVEMENTS	361,295	361,295	0.00	0.00	32,816.86	361,295.00	100.00
TOTAL EXPENDITURES	361,295	361,295	0.00	0.00	32,816.86	361,295.00	100.00
=====							
REVENUES OVER/(UNDER) EXPENDITURES	0	0	27.00	147.00	(32,293.86)	(147.00)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: FEBRUARY 28TH, 2021

20 -SPECIAL REVENUE
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
FAA GRANTS	16,354	16,354	0.00	0.00	1,085,320.49	16,354.00	100.00
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	0.00	0.00	66,000.00	100.00
ACE REVENUE SHARING	52,231	52,231	9.00	19,691.00	20,145.00	32,540.00	62.30
MCCOOK RECREATIONAL TRAIL	53,979	53,979	7.00	38.00	398.00	53,941.00	99.93
COVID-19 CARES ACT	0	0	44,452.42	729,039.12	0.00	(729,039.12)	0.00
ENHANCED E911	237,878	237,878	4,988.66	11,074.81	15,280.46	226,803.19	95.34
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	0.00	0.00	0.00
INSURANCE REIMBURSEMENT	425,879	425,879	55.00	7,093.40	3,120.00	418,785.60	98.33
PSAP FUNDS	112,752	112,752	4,687.06	23,439.30	24,090.30	89,312.70	79.21
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
DOWNTOWN REVITAL - CDBG	0	0	0.00	0.00	0.00	0.00	0.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AUD/CONVEN CTR FEASIBILI	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,004,500	1,004,500	54,199.14	790,375.63	1,148,354.25	214,124.37	21.32

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	16,354	16,354	0.00	66.00	1,175,045.58	16,288.00	99.60
PUBLIC TRANSIT GRANTS	66,000	66,000	0.00	0.00	0.00	66,000.00	100.00
ACE REVENUE SHARING	52,231	52,231	0.00	1,117.80	22,315.00	51,113.20	97.86
MCCOOK RECREATIONAL TRAIL	53,979	53,979	0.00	0.00	0.00	53,979.00	100.00
COVID-19 CARES ACT	0	0	3,332.34	4,532.34	0.00	(4,532.34)	0.00
ENHANCED E911	237,878	237,878	4,194.25	65,496.67	22,862.69	172,381.33	72.47
RAVENSWOOD RD PROJECT	0	0	0.00	0.00	82,913.39	0.00	0.00
INSURANCE REIMBURSEMENT	425,879	425,879	0.00	6,793.40	0.00	419,085.60	98.40
PSAP FUNDS	112,752	112,752	1,273.56	11,001.03	5,746.37	101,750.97	90.24
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
DOWNTOWN REVITAL - CDBG	0	0	0.00	0.00	0.00	0.00	0.00
SKATE PARK IMPROVEMENTS	4,642	4,642	0.00	0.00	0.00	4,642.00	100.00
AUD/CONVEN CTR FEASIBILI	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,004,500	1,004,500	8,800.15	89,007.24	1,308,883.03	915,492.76	91.14
REVENUES OVER/(UNDER) EXPENDITURES	0	0	45,398.99	701,368.39	(160,528.78)	(701,368.39)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: FEBRUARY 28TH, 2021

30 -DEBT SERVICE
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
AIRBASE JUDGEMENT	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	364,722	364,722	50.00	36,415.82	9,679.80	328,306.18	90.02
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	364,722	364,722	50.00	36,415.82	9,679.80	328,306.18	90.02
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
AIRBASE JUDGEMENT	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	364,722	364,722	0.00	0.00	0.00	364,722.00	100.00
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	364,722	364,722	0.00	0.00	0.00	364,722.00	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0	0	50.00	36,415.82	9,679.80	(36,415.82)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: FEBRUARY 28TH, 2021

40 -COMMUNITY DEVELOPMENT
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	0.00	0.00	31,000.00	100.00
CITY INVESTMENTS	66,468	66,468	5,903.00	5,941.00	490.00	60,527.00	91.06
NORTH POINTE	25,000	25,000	0.00	4,095.12	0.00	20,904.88	83.62
CLARY VILLAGE LLC	9,500	9,500	0.00	0.00	0.00	9,500.00	100.00
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	0.00	0.00	60,000.00	100.00
QUILLAN COURTS	15,000	15,000	0.00	10,850.94	0.00	4,149.06	27.66
MCCOOK LODGING/HOLIDAY I	134,000	134,000	0.00	0.00	0.00	134,000.00	100.00
NEXT GENERATION	150,000	150,000	0.00	0.00	0.00	150,000.00	100.00
N-STANT CONVENIENCE	196,500	196,500	5,895.00	0.00	0.00	196,500.00	100.00
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
TOTAL REVENUES	887,468	887,468	8.00	20,887.06	490.00	866,580.94	97.65

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
EXPENDITURES SUMMARY							
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	0.00	0.00	31,000.00	100.00
CITY INVESTMENTS	66,468	66,468	0.00	0.00	0.00	66,468.00	100.00
NORTH POINTE	25,000	25,000	0.00	0.00	0.00	25,000.00	100.00
CLARY VILLAGE LLC	9,500	9,500	0.00	0.00	0.00	9,500.00	100.00
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	0.00	0.00	60,000.00	100.00
QUILLAN COURTS	15,000	15,000	0.00	10,850.94	0.00	4,149.06	27.66
MCCOOK LODGING/HOLIDAY I	134,000	134,000	0.00	0.00	0.00	134,000.00	100.00
NEXT GENERATION	150,000	150,000	0.00	0.00	0.00	150,000.00	100.00
N-STANT CONVENIENCE	196,500	196,500	0.00	0.00	0.00	196,500.00	100.00
BLACKWOOD ENTERPRISES	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
TOTAL EXPENDITURES	887,468	887,468	0.00	10,850.94	0.00	876,617.06	98.78
REVENUES OVER/ (UNDER) EXPENDITURES	0	0	8.00	10,036.12	490.00	(10,036.12)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: FEBRUARY 28TH, 2021

45 -ECONOMIC DEVELOPMENT FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
ECONOMIC DEVELOPMENT FUN	1,169,634	1,169,634	40,914.81	215,924.09	213,631.10	953,709.91	81.54
KEYSTONE BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
KEYSTONE BOND REDEMPTION	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,169,634	1,169,634	40,914.81	215,924.09	213,631.10	953,709.91	81.54
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ECONOMIC DEVELOPMENT FUN	1,169,634	1,169,634	11,122.20	67,050.20	190,592.32	1,102,583.80	94.27
KEYSTONE BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
KEYSTONE BOND REDEMPTION	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,169,634	1,169,634	11,122.20	67,050.20	190,592.32	1,102,583.80	94.27
REVENUES OVER/(UNDER) EXPENDITURES	0	0	29,792.61	148,873.89	23,038.78	(148,873.89)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: FEBRUARY 28TH, 2021

50 -PENSION TRUST
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
POLICE OFFICER DISABILIT	24,079	24,079	0.60	15,002.75	10,019.39	9,076.25	37.69
TOTAL REVENUES	24,079	24,079	0.60	15,002.75	10,019.39	9,076.25	37.69
<hr/>							
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
POLICE OFFICER DISABILIT	24,079	24,079	1,572.83	7,864.15	7,864.15	16,214.85	67.34
TOTAL EXPENDITURES	24,079	24,079	1,572.83	7,864.15	7,864.15	16,214.85	67.34
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(1,572.23)	7,138.60	2,155.24	(7,138.60)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: FEBRUARY 28TH, 2021

60 -AGENCY FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
PERPETUAL CARE	153,017	153,017	619.00	2,204.00	2,274.00	150,813.00	98.56
SENIOR CENTER CONTRIBUTIO	80,565	80,565 (	10,150.50) (	1,569.75)	5,147.00	82,134.75	101.95
SCHOOL	8,050	8,050	0.00	740.00	1,235.00	7,310.00	90.81
FIRE CONTRIBUTIONS	4,563	4,563	0.00	100.00	20.00	4,463.00	97.81
LIBRARY MEMORIAL	45,611	45,611	0.00	1,020.00	9,700.00	44,591.00	97.76
COMMUNITY BETTERMENT	68,572	68,572	8,272.27	35,932.34	49,205.41	32,639.66	47.60
DARE CONTRIBUTIONS	3,073	3,073	0.00	400.00	0.00	2,673.00	86.98
PUBLIC WORKS CONTRIBUTION	6,266	6,266	0.00	0.00	5,000.00	6,266.00	100.00
AMBULANCE CONTRIBUTIONS	10,767	10,767	0.00	1,590.00	1,562.50	9,177.00	85.23
COMMUNITY PARAMEDIC PROG	4,016	4,016	0.00	0.00	0.00	4,016.00	100.00
POLICE CONTRIBUTIONS	3,240	3,240	0.00	20.00	1,000.00	3,220.00	99.38
TOTAL REVENUES	387,740	387,740 (	1,259.23) (	40,436.59	75,143.91	347,303.41	89.57
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
PERPETUAL CARE	153,017	153,017	0.00	0.00	2,075.00	153,017.00	100.00
SENIOR CENTER CONTRIBUTIO	80,565	80,565	0.00	1,895.88	3,350.00	78,669.12	97.65
SCHOOL	8,050	8,050	70.00	740.00	1,205.00	7,310.00	90.81
FIRE CONTRIBUTIONS	4,563	4,563	0.00	0.00	383.41	4,563.00	100.00
LIBRARY MEMORIAL	45,611	45,611	407.89	14,131.15	3,661.87	31,479.85	69.02
COMMUNITY BETTERMENT	68,572	68,572	6,650.00	32,045.00	53,270.09	36,527.00	53.27
DARE CONTRIBUTIONS	3,073	3,073	60.04	1,061.04	2,010.94	2,011.96	65.47
PUBLIC WORKS CONTRIBUTION	6,266	6,266	0.00	0.00	0.00	6,266.00	100.00
AMBULANCE CONTRIBUTIONS	10,767	10,767	0.00	0.00	2,871.10	10,767.00	100.00
COMMUNITY PARAMEDIC PROG	4,016	4,016	0.00	0.00	0.00	4,016.00	100.00
POLICE CONTRIBUTIONS	3,240	3,240	38.99	183.99	6,927.56	3,056.01	94.32
TOTAL EXPENDITURES	387,740	387,740	7,226.92	50,057.06	75,754.97	337,682.94	87.09
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0 (	8,486.15) (	9,620.47) (	611.06)	9,620.47	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: FEBRUARY 28TH, 2021

65 -INTERNAL SERVICE FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
FLEX DEPENDENT CARE	12,930	12,930	230.78	1,615.42	923.10	11,314.58	87.51
FLEX - MEDICAL	65,892	65,892	2,616.38	13,138.42	16,623.10	52,753.58	80.06
SELF INSURED HEALTH INSUR	<u>2,456,444</u>	<u>2,456,444</u>	<u>181,563.35</u>	<u>915,244.20</u>	<u>906,416.72</u>	<u>1,541,199.80</u>	<u>62.74</u>
TOTAL REVENUES	<u>2,535,266</u>	<u>2,535,266</u>	<u>184,410.51</u>	<u>929,998.04</u>	<u>923,962.92</u>	<u>1,605,267.96</u>	<u>63.32</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FLEX DEPENDENT CARE	12,930	12,930	0.00	2,524.89	685.86	10,405.11	80.47
FLEX - MEDICAL	65,892	65,892	4,574.04	10,910.33	22,351.17	54,981.67	83.44
SELF INSURED HEALTH INSUR	<u>2,456,444</u>	<u>2,456,444</u>	<u>131,690.06</u>	<u>852,593.21</u>	<u>956,834.98</u>	<u>1,603,850.79</u>	<u>65.29</u>
TOTAL EXPENDITURES	<u>2,535,266</u>	<u>2,535,266</u>	<u>136,264.10</u>	<u>866,028.43</u>	<u>979,872.01</u>	<u>1,669,237.57</u>	<u>65.84</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	48,146.41	63,969.61 (	55,909.09) (	63,969.61)	0.00

CITY OF MCCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: FEBRUARY 28TH, 2021

70 -ENTERPRISE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
SOLID WASTE-LANDFILL POST	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE - RECYCLING	275,800	275,800	7,373.01	33,614.96	31,651.16	242,185.04	87.81
SOLID WASTE - COLLECTION	893,138	893,138	63,015.98	335,389.53	337,183.49	557,748.47	62.45
SOLID WASTE & TRANSFER ST	1,083,142	1,083,142	70,583.49	389,971.95	407,147.95	693,170.05	64.00
LANDFILL RESERVE	706,417	706,417	6,333.00	31,691.00	35,804.00	674,726.00	95.51
SOLID WASTE - DISPOSAL	344,346	344,346	0.00	86,319.21	155,988.56	258,026.79	74.93
WATER MAINTENANCE & OPERA	4,083,602	4,083,602	164,125.32	1,054,980.38	882,097.62	3,028,621.62	74.17
WATER BOND & INTEREST RED	1,325,704	1,325,704	36,513.00	240,018.37	252,028.37	1,085,685.63	81.90
WATER CAPITAL - REPLACEME	2,647,667	2,647,667	27,252.00	136,438.00	151,890.00	2,511,229.00	94.85
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	170,240	170,240	28.41	151.34	790.87	170,088.66	99.91
SEWER MAINTENANCE & OPERA	2,341,339	2,341,339	131,938.65	612,290.29	592,069.87	1,729,048.71	73.85
SEWER BOND & INTEREST RES	122,066	122,066	15.00	85.00	20,810.48	121,981.00	99.93
SEWER CAPITAL - REPLACEME	1,430,584	1,430,584	35,819.00	179,122.00	183,952.00	1,251,462.00	87.48
SEWER CAPITAL - DEVELOPME	1,357	1,357	0.00	0.00	10.00	1,357.00	100.00
SEWER - PHASE III AMMONIA	0	0	0.00	0.00	0.00	0.00	0.00
COMBINED UTILITIES	700,325	700,325	0.00	0.00	0.00	700,325.00	100.00
ELECTRIC UTILITY	<u>1,305,000</u>	<u>1,305,000</u>	<u>112,754.18</u>	<u>555,900.89</u>	<u>563,318.31</u>	<u>749,099.11</u>	<u>57.40</u>
TOTAL REVENUES	17,430,727	17,430,727	655,751.04	3,655,972.92	3,614,742.68	13,774,754.08	79.03

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
SOLID WASTE-LANDFILL POST	14,550	14,550	0.00	0.00	6,923.38	14,550.00	100.00
SOLID WASTE - RECYCLING	293,699	293,699	8,033.71	42,591.73	46,606.96	251,107.27	85.50
SOLID WASTE - COLLECTION	893,138	893,138	50,276.19	296,788.12	319,305.75	596,349.88	66.77
SOLID WASTE - TRANSFER ST	1,050,693	1,050,693	54,095.05	329,276.19	430,890.54	721,416.81	68.66
LANDFILL RESERVE	706,417	706,417	0.00	0.00	127,395.00	706,417.00	100.00
SOLID WASTE - DISPOSAL	344,346	344,346	19,748.47	106,067.68	157,238.56	238,278.32	69.20
WATER MAINTENANCE & OPERA	4,083,602	4,083,602	163,333.47	861,104.17	1,008,695.24	3,222,497.83	78.91
WATER BOND & INTEREST RED	1,325,704	1,325,704	0.00	91,832.82	616,567.07	1,233,871.18	93.07
WATER CAPITAL - REPLACEME	2,647,667	2,647,667	806.49	176,716.35	37,684.79	2,470,950.65	93.33
WATER CAPITAL - DEVELOPME	0	0	0.00	0.00	0.00	0.00	0.00
WATER QUALITY SOLUTION	170,240	170,240	0.00	0.00	250.00	170,240.00	100.00
SEWER MAINTENANCE & OPERA	2,341,339	2,341,339	96,239.41	492,455.14	519,365.86	1,848,883.86	78.97
SEWER BOND & INTEREST RES	122,066	122,066	0.00	0.00	0.00	122,066.00	100.00
SEWER CAPITAL - REPLACEME	1,430,584	1,430,584	9,250.00	158,880.89	23,714.78	1,271,703.11	88.89
SEWER CAPITAL - DEVELOPME	1,357	1,357	0.00	0.00	0.00	1,357.00	100.00
SEWER - PHASE III AMMONIA	0	0	0.00	0.00	0.00	0.00	0.00
COMBINED UTILITIES	700,325	700,325	0.00	0.00	0.00	700,325.00	100.00
ELECTRIC UTILITY	<u>1,305,000</u>	<u>1,305,000</u>	<u>112,754.18</u>	<u>555,900.89</u>	<u>563,318.31</u>	<u>749,099.11</u>	<u>57.40</u>
TOTAL EXPENDITURES	17,430,727	17,430,727	514,536.97	3,111,613.98	3,857,956.24	14,319,113.02	82.15
REVENUES OVER/(UNDER) EXPENDITURES	0	0	141,214.07	544,358.94	(243,213.56)	(544,358.94)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: FEBRUARY 28TH, 2021

80 -CAPITAL IMPROVEMENTS FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
CAPITAL IMPROVE 2018	957,978	957,978	50,626.33	253,129.65	310,116.11	704,848.35	73.58
CAPITAL IMPROVE PRE 2018	<u>419,388</u>	<u>419,388</u>	<u>63.00</u>	<u>351.00</u>	<u>5,740.00</u>	<u>419,037.00</u>	<u>99.92</u>
TOTAL REVENUES	1,377,366	1,377,366	50,689.33	253,480.65	315,856.11	1,123,885.35	81.60
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
CAPITAL IMPROVE 2018	957,978	957,978	0.00	150,504.55	401,652.15	807,473.45	84.29
CAPITAL IMPROVE PRE 2018	<u>419,388</u>	<u>419,388</u>	<u>8,496.90</u>	<u>19,956.34</u>	<u>107,326.98</u>	<u>399,431.66</u>	<u>95.24</u>
TOTAL EXPENDITURES	1,377,366	1,377,366	8,496.90	170,460.89	508,979.13	1,206,905.11	87.62
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	42,192.43	83,019.76	(193,123.02)	(83,019.76)	0.00

**CITY MANAGER'S REPORT
MARCH 15, 2021 CITY COUNCIL MEETING**

ITEM: 6.A.

Receive and file a report from the McCook Chamber of Commerce - 2021 First Quarter Report.

BACKGROUND:

Per the discussions during the FY2020/2021 budget season, the McCook Chamber of Commerce will provide quarterly updates on the City of McCook ACE Funds contributed to the Chamber for City of McCook event promotion purposes.

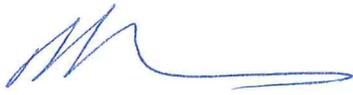
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk-Treasurer

March 8, 2021



Nathan A. Schneider, City Manager

March 8, 2021

McCook Chamber of Commerce Memorandum of Understanding (MoU)

2021 First Quarter Report

MoU Expenses in the Reporting Period

Christmas Promotion **2020** **\$2,007**

The Chamber's Christmas Promotion once again was successful. MoU funds were utilized to promote local shopping during the Christmas season. The City of McCook and/or ACE revenue return funds were mentioned in all advertising efforts including paper, radio, social media, and the chamber's digital sign located at Norris and B. If you consider that the Chamber's Christmas Promotion had a 1% impact on the sales and use tax collections, this MoU created a positive ROI for the city.

November and December 2020 Sales and Use Tax: \$427,048.71

MoU approved items, but not yet completed or paid:

Relocation Packet **2021** **\$1,500**

The Chamber plans to utilize funds from the MoU to develop and make available a relocation packet to assist local businesses and the community in attracting new residents to McCook. This project has begun, but no expenses have been billed yet.

Crazy Days **2021** **\$1,500**

The Chamber's Crazy Days summer retail event will be held on July 8th - 10th of 2021. MoU funds will be utilized to promote McCook citizens and area residents to shop local. The City of McCook and/or ACE revenue return funds will be mentioned in all advertising.

MoU Expenses in Past Reporting Periods:

Heritage Days **2020** **\$1,117.60**

Heritage Days was a little different from years past, but it was still a great event for our community. Sales and use tax collections were also up for the City of McCook and if you consider Heritage Days has a 1% impact on the sales and use tax collections, this MoU created a positive ROI for the city.

2020 Sales and Use Tax: \$228,717.90

CITY MANAGER'S REPORT
MARCH 15, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 6.B.

Receive and file a request from Richard Haag for the purchase of the property owned by the City of McCook legally described as Lot Seven (7), Block Twenty-two (22), Original Town of McCook, Red Willow County, Nebraska.

BACKGROUND:

The City of McCook has received a request from Richard Haag to purchase the above described lot from the City of McCook. The lot is located directly south of Mr. Haag's business, Bottom Dollar Ranch. Mr. Haag is offering \$5,000 for the lot. Mr. Haag is interested in using the lot for vendor spots that would compliment his business. If the City Council is not interested in selling the lot, Mr. Haag has inquired whether the City of McCook would be willing to lease the property to Bottom Dollar Ranch.

Additionally, Mr. Haag has noted that the "McCook" sign that is located on the south side of the building is in poor repair. Staff does not believe the City of McCook placed the sign on the building's facade. Staff cannot locate any documentation that indicates the City of McCook owns the sign.

The final portion of Mr. Haag's letter discusses additional facade concerns. Building Inspector Barry Mooney is reviewing the concern with Mr. Haag.

APPROVALS:



Lea Ann Doak, City Clerk

March 8, 2021



Nate Schneider, City Manager

March 8, 2021

Richard Haag

Bottom Dollar Ranch
203 Norris Ave
McCook Ne 69001
rhaag@gpcom.net

March 1, 2021

Nate Schneider

McCook City Council

We are interested in the property at 201 Norris Ave , that adjoins our business location at 203 Norris . We would be interested in purchasing the property and would like to offer 5000 dollars for this lot . We are interested in using the lot for vendor spots that would compliment our business .

If the property is not for sale we would consider a lease of some type . We would make very small changes with only the transplanting of a couple of the shrubs and adding some cement tile in a couple of spots for vendor tents . The programmable sign could remain . We would provide all maintenance on the property.

The big McCook sign that is on the South side of our building is in poor repair and needs to be taken down or redone . Also the brick structure that has been placed against our wall is settling and allowing water to get behind it and seep into our basement . If we were to purchase the property we will assume the upkeep or removal of these two items.

We appreciate all the help we have received from the City and are pleased with results of our first six months in business .

We look forward to hearing your thoughts on this.

Sincerely,

Dick and Janet Haag

Bottom Dollar Ranch

Parcel Information	
Parcel ID:	000724100
Map Number	
State Geo Code	4281-00-0-00000-000-0000
Cadastral #	C1-66-182
Images	
Current Owner:	CITY OF MCCOOK P O BOX 1059 MCCOOK, NE 69001-1059
Situs Address:	MCCOOK
Tax District:	80
School District:	S.D. #17 GEN/SPEC BLD, 73-0017
Account Type:	Exempt
Legal Description:	0 3 29 ORIGINAL MCCOOK BLK 22, LOT 7 (EXC 234.91 SF TO DEPT OF RDS)
Lot Width:	N/A
Lot Depth:	N/A
Lot Size:	N/A

Assessed Values				
Year	Total	Land	Outbuilding	Dwelling
2020	\$0	\$0	\$0	\$0
2019				

2020 Tax Levy	
Description	Rate
S.D. #17 GEN/SPEC BLD	1.04970300
CITY OF MCCOOK GEN	0.34904400
HIGH PLAINS HISTORICAL	0.00167100
MID-PLAINS GEN/CAP IMP	0.07456000
S.D. #17 BOND	0.06913100
NATURAL RESOURCE	0.03224400
COUNTY	0.33145700
ED UNIT #15	0.01498500

Sales Information			
Sale Date	Sale Price	Book & Page	Grantor
07/05/1967	\$0.00	092 / 235	

Property at 201 NORRIS AVE

AGENDA
CITY COUNCIL
November 4, 1974

- ITEM NO. 1 Consider application for Bottle Club liquor license by Richard L. Crews and James I. Decker for Willow Lanes.
- ITEM NO. 2 Committee report on liquor license policy.
- ITEM NO. 3 J. T. Harris and Charlie Rooker representing the YMCA.
- ITEM NO. 4 Bids on two 1975 police cars.
- ITEM NO. 5 Bids on tractor-loader.
- ITEM NO. 6 Petition to pave alley between Norris Avenue and First Street East and from East I Street to East J Street.
- ITEM NO. 7 Presentation of assessments on Paving District No. 241.
- ITEM NO. 8 Acquisition of certain city property by Nebraska Public Power District for construction of new sub-station.
- ITEM NO. 9 Easement to Nebraska Public Power District for construction of high voltage line.

City of McCook, Nebraska
Council Chambers
November 4, 1974

A meeting of the Mayor and Council of the City of McCook, Nebraska was convened in open and public session at 7:30 o'clock P.M. on Monday, November 4, 1974.

Present: Mayor Bang, Councilman Blank, Hanson, Walker, Westfahl, City Manager Freeland, City Attorney Sinor and City Clerk-Treasurer Coufal.

Notice of the meeting was given in advance thereof and by publication in the McCook Daily Gazette on November 2, 1974. Notice of this meeting was simultaneously given to the Mayor and members of the City Council and a copy of the agenda was communicated in the notice to the Mayor and Council of this meeting.

MINUTES APPROVED

The motion was made by Councilman Westfahl, seconded by Councilman Walker, the Council voted unanimously to approve the minutes of the regular meeting held October 21, 1974.

The motion was made by Councilman Westfahl, seconded by Councilman Blank, the Council voted unanimously to approve the minutes of the special meeting held October 24, 1974 with copy of request made by Community Hospital Association to install curb, gutter and asphalt paving on their portion of "H" Street and a copy of the agreement between the Community Hospital Association and the City of McCook, Nebraska.

DR. BURN'S PROPERTY AT
NORRIS AVENUE AND "B" STREET

City Manager Freeland reported that Dr. Larry Burns has offered to give to the City of McCook, a parcel of land known as Lot 7, Block 2, Original Town Addition, as a gift alongwith a recommendation for a name such as Burn's Mini Park. The Council received the offer and took it under consideration until the next meeting.

REQUEST BY HIGH PLAINS
HISTORICAL SOCIETY

Ray Search, President of the High Plains Historical Society, was present with a request for financial help from the City for utilities and to hire a person 3 hours a day, 5 days a week. The approximate amount of these two items would be \$198.00 per month. They are presently operating on gifts and donations. The Council took the request under consideration.

CONSIDER APPLICATION FOR
BOTTLE CLUB LICENSE AT
WILLOW LANES

Discussion was continued relative to the application for the Bottle Club License by Richard L. Crews and James I. Decker for Willow Lanes, located on North Highway 85, McCook, Nebraska. The Committee of Mayor George Bang and Councilman Don Blank made the following recommendations to the McCook City Council in regard to a recommendation of approval of the Bottle Club request from the Willow Lanes and examination of the existing policies regarding granting of new liquor licenses.

1. The City Council of McCook recommend approval to the Nebraska Liquor Commission with the following conditions indicated to the Commission, and agreed upon in whatever manner possible between the potential recipients of the license and the City of McCook:

- a. That consumption of alcoholic beverages in the bowling area be confined to the spectator area, and be limited to beer.
- b. That the Bottle Club License does not become active until the plans for the proposed improvement and/or remodeling necessary have been drawn up and finalized, sent to the Liquor Commission and approved, and the construction completed. The Bottle Club will be separate from the Bowling Alley in that there will be no doorway or passageway other than a key card door between the Bottle Club and Bowling Lanes. There will be a window type opening between the Club and Lanes to allow the serving of beer.
- c. That the recipients of the license shall be allowed to sell and serve beer as soon as possible and prior to the proposed remodeling under the conditions of 1. a., if such an arrangement is possible and can be approved by the Nebraska Liquor Commission.
- d. The alcoholic beverages purchased in the Bottle Club proper be consumed in the Bottle Club and will not be carried from that club.
- e. That no beer be allowed in any area of the Bowling Alley including the spectator area, during specified youth bowling periods.

2. An Alcoholic Beverage Policy Study Committee will be appointed by the McCook City Council to examine the existing laws and policies regarding Alcoholic Policies and Licenses in McCook and other areas of their choice. This committee will be composed of representatives from the respective businesses concerned with alcoholic beverages in McCook, responsible McCook citizens, and chaired by a member of the McCook City Council. This committee prepare a recommendation for the City Council of McCook for their consideration for the establishment of a policy for the City of McCook.

3. No further licenses will be granted by the City of McCook (recommended to the Nebraska Liquor Commission), until a permanent policy for the City of McCook has been approved and established by the McCook City Council.

Among those present were Pastor Rempl, Berean Fundamental Church, Diane Schneider, representing the youth, Mr. Schneider and certain others in opposition to the proposed liquor license. Dorothy Treinen, Secretary of the Bowling League, alongwith Richard Crews were present to answer any questions that were brought up. A petition with 313 signatures was presented requesting approval of said Bottle Club License to Richard Crews and James Decker. The motion was made by Councilman Blank, seconded by Councilman Hanson, the Council voted that the recommendations be implemented and to notify the Liquor Control Commission of its findings. The motion passed by the following vote: YEAS: Blank, Hanson, Walker, Bang. NAYS: Westfahl.

YMCA REPRESENTATION

Charles Rooker and J.T. Harris, Jr. representing the YMCA were present to discuss recreational activities within the City of McCook and the YMCA. Mr. Harris proposed on behalf of the YMCA that they be allowed to fulfill the function of the new City recreation director through the YMCA and that the City provide financial support to the YMCA in return for limited non member benefits. The Council indicated that they intended to proceed with City Recreation Program as outlined in the 1974-75 Budget and therefore rejected the proposal.

AWARD BID ON TWO (2) POLICE CARS

Discussion was continued relative to the bids received for two (2) Police Police cars. The motion was made by Councilman Hanson, seconded by Councilman Walker, the Council voted to award the bid to Dodge City and proceed with the ordering of said vehicles. Bid price is \$6,468.00. Motion carried by unanimous vote of the Council.

BIDS ON TRACTOR LOADER FOR STREET DEPARTMENT

City Manager Freeland reported the following bids were on file for a tractor-loader for the Street Department:

Cornhusker Tractor & Equipment Company, North Platte, Nebraska

Total Bid Price, with trade, FOB McCook. . . . \$ 35,900.00
(Exception of various additional equipment items on machine)

Nebraska Machinery Company, North Platte, Nebraska

Total Bid Price, with trade. \$ 30,498.00
No exceptions.

Fehrs Tractor & Equipment Company, Omaha, Nebraska

Total Bid Price, with trade. \$ 27,536.00
No exceptions listed.

The motion was made by Councilman Walker, seconded by Councilman Blank, the Council voted to accept the bids and table the matter until the next meeting. The City Manager will prepare a study on the bids and specifications submitted.

PETITION TO PAVE ALLEY

A petition was presented for the paving of the alley between Norris Avenue and First Street East from East "I" Street to East "J" Street. The motion

SET DATE COUNCIL TO SIT AS BOARD OF EQUALIZATION FOR PAVING DISTRICT NO. 241

was made by Councilman Westfahl, seconded by Councilman Hanson, the Council voted to table this item and the City Manager will study the validity of the petition signers and property owners.

Charles Wright, Engineer filed a certificate of completion with the Council, certifying that the improvements in Paving District No. 241 has been completed in compliance with the plans and specifications, and recommended that the Council accept the construction. Upon motion of Councilman Blank, seconded by Councilman Walker, the Council voted to accept the improvements in Paving District No. 241 and ordered that a notice be published and copies of same sent to property owners of said district, that the Council will sit as a Board of Equalization to assess the properties in Paving District No. 241 on November 18, 1974.

ACQUISITION OF CERTAIN CITY PROPERTY BY NPPD

Discussion was held relative to the acquisition of certain city property by Nebraska Public Power District for construction of a new sub-station, alongwith an easement across a 50' strip of the same land as a right-of-way for power lines.

City Manager Freeland reported that NPPD had offered to purchase a tract of land for a sub-station 150 feet by 175 feet and an easement for a high voltage power line 50 feet by 820 feet at the rate of \$3,500 per acre resulting in a purchase amount of \$2,100 for the tract and \$3,294 for the easement. NPPD also indicated that they would accept a lease on the tract and would arrange for deferred payment if the City would desire to sell the land. City Manager Freeland made the following recommendations to the Council:

That the City sell the tract requested by NPPD for a new sub-station according to the following provisions:

Price: Base	\$ 2,100	(.6 acre @3500 per acre)
Other Charge:	1,050	(Damage for limiting rail access of larger tract to south)
Total:	\$ 3,150	

Deferred Payment: January 15, 1979

Repurchase: Inclusion of a provision in the sale agreement that would give the City first option to repurchase the land if it ceased to be used as a sub-station.

That the City sell the easement to NPPD for the amount which they offered \$ 3,294 plus a workable easement agreement.

Motion was made by Councilman Blank, seconded by Councilman Westfahl that the City proceed with negotiations on the sale of the land according to the recommendations of City Manager Freeland. Motion was approved unanimously.

REPORT ON STATE FIRE MARSHAL

City Manager Freeland reported that the State Fire Marshal has started condemnation procedures on 701 East 7th Street, 607 East 7th Street and 105 South Street.

NO SMOKING IN COUNCIL CHAMBERS

Upon a motion by Councilman Blank seconded by Councilman Walker, the City Council unanimously voted that no smoking would be allowed in the Council Chambers during meetings of the City Council.

CLEAN DRAINAGE CHANNEL FOR HOWARD ROSCHEWSKI

Mayor Bang introduced Mr. Howard Roschewski who requested that the City clean out the natural drainage channel which runs through his property which is adjacent to 11th Street East and to make certain improvements in the earthwork on Mr. Cox's land adjacent to East "H" Street and 11th Street East. City Manager Freeland stated that he had talked with Mr. Roschewski about the problem and that he felt that it was not the City's responsibility to maintain drainage courses which were privately owned and that such action would probably cause the City to be responsible for continued maintenance of the drainage course. The Council instructed City Manager Freeland to make improvements requested by Mr. Roschewski and stated to Mr. Roschewski that they did not intend for the City to have any continuing responsibility to maintain the drainage channel.

ADJOURNMENT

Mayor Bang declared the meeting adjourned.

George A. Bang
George A. Bang, Mayor

ATTEST:

Betty Coufal
Betty Coufal, City Clerk-Treasurer

- ITEM NO. 1 Presentation of 1974 Audit.
- ITEM NO. 2 Approve bid for Crawler Tractor.
- ITEM NO. 3 Damage Claim on Street Project.
- ITEM NO. 4 Donation of lot to City.
- ITEM NO. 5 Petition to pave alley between Norris Avenue and First Street East from East "I" Street to East "J" Street.
- ITEM NO. 6 Sit as Board of Equalization on assessments on Paving District No. 241.
- ITEM NO. 7 Pay estimates on Baseball Complex.
- ITEM NO. 8 Lease of portion of Auditorium and revision of City Offices.
- ITEM NO. 9 Personnel Program.

City of McCook, Nebraska
Council Chambers
November 18, 1974

A meeting of the Mayor and Council of the City of McCook, Nebraska was convened in open and public session at 7:30 o'clock P.M. on Monday, November 18, 1974.

Present: Mayor Bang, Councilmen Blank, Hanson, Walker, Westfahl, City Manager Freeland, City Attorney Sinor and City Clerk-Treasurer Coufal.

Notice of the meeting was given in advance thereof and by publication in the McCook Daily Gazette on November 16, 1974. Notice of this meeting was simultaneously given to the Mayor and members of the City Council and a copy of the agenda was communicated in the notice to the Mayor and Council of this meeting.

MINUTES APPROVED

The motion was made by Councilman Walker, seconded by Councilman Westfahl, the Council voted unanimously to approve the minutes of the regular meeting held November 4, 1974.

1974 AUDIT

Mr. Darryl Moore presented the 1974 Audit to the City Council. The motion was made by Councilman Blank, seconded by Councilman Walker, the Council voted unanimously to accept the 1974 Audit as presented.

AWARD BID FOR TRACTOR LOADER

Discussion was continued relative to the purchase of a tractor loader for the Street Department. City Manager Freeland made an evaluation of the bid proposals and on the basis of the evaluation he recommended to the Council that it approve the bid of Nebraska Machinery Company. The motion was made by Councilman Walker, seconded by Councilman Westfahl, the Council voted unanimously to award the bid (\$30,498.00) for the purchase of a Caterpillar 955L from Nebraska Machinery Company, North Platte, Nebraska. The Mayor instructed the City Clerk to attach a copy of the Manager's recommendations to the minutes.

DAMAGE CLAIM ON STREET PROJECT

Discussion was held relative to a damage claim by Darrel Derr for damages incurred at the time of the West 6th Street Paving Project. The motion was made by Councilman Blank, seconded by Councilman Hanson, the Council voted unanimously to accept the agenda item, and submit same to City Manager and City Attorney to ascertain dates and information relative to the claim.

The motion was made by Councilman Blank, seconded by Councilman Walker, the Council voted unanimously to place this item on the agenda for the December 3, 1974 Council meeting.

MEETING DATE CHANGED

The next Council meeting will be held Tuesday, December 3, 1974 at 7:30 o'clock P.M.

DONATION OF LOT TO CITY

The motion was made by Councilman Westfahl, seconded by Councilman Walker, the Council voted unanimously to accept the parcel of land known as Lot 7, Block 2, Original Town Addition as a gift from Dr. Larry Burns, subject to approval of the title to the property by City Attorney Sinor.

PETITION TO CREATE A PAVING DISTRICT

Discussion was continued relative to the creation of the Paving District for the paving of the alley between Norris Avenue and First Street East from East "I" Street to East "J" Street. The motion was made by Councilman Blank, seconded by Councilman Walker, the Council voted to create a paving district and instructed that the proper ordinance be prepared for the next Council meeting.

COUNCIL TO SIT AS BOARD OF EQUALIZATION--PAVING DISTRICT NO. 241

A notice had been published and copies of same sent to property owners of Paving District No. 241 that the Council would sit as a Board of Equalization to assess the property in said district at this meeting.

RESOLUTION NO. 841 was introduced by Councilman Blank, seconded by Councilman Walker, and adopted by the unanimous vote of the Council. This resolution fixes the amount of the assessments in Paving District No. 241.

ESTIMATES FOR PAYMENT
BASEBALL COMPLEX

Benjamin, Kasl & Associates submitted the following estimates on the McCook
Ballpark Complex:

Estimate No. 4	Gene's Electric	\$ 3,428.77
Estimate No. 3	Shepherd Construction	\$ 6,267.31

City Manager Freeland indicated that the estimates would bring the amount paid to the contractors up to 90 percent and that no further estimates would be presented until the work was completed and a damage dispute between the contractors was settled.

The motion was made by Councilman Blank, seconded by Councilman Walker, the Council voted to approve the estimates and instructed the Clerk to issue warrants to cover same.

LEASE PORTION OF AUDITORIUM

Discussion was held relative to the leasing of a portion of the auditorium to the Southwest Nebraska Council of Governments to use as office space. Said office space was formerly used as the Health Lab. The motion was made by Councilman Walker, seconded by Councilman Westfahl, the Council voted unanimously to approve the agreement between the Southwest Nebraska Council of Governments and the City of McCook, \$200.00 per annum, and authorize the Mayor to enter into said lease agreement.

PERSONNEL PROGRAM--RESOLUTION
NO. 840

Discussion was held relative to the revised personnel program. RESOLUTION NO. 840 was introduced by Councilman Blank, seconded by Councilman Walker, and adopted by the unanimous vote of the Council. This Resolution adopted the "Personnel Program of the City of McCook, Nebraska, November 1974."

REVISION OF CITY OFFICES

Discussion was held relative to the revision of the city offices. It was the unanimous feeling of the Council that such revisions be made and instructed City manager Freeland to proceed with revision and to make such improvements that might deem necessary.

APPOINTMENTS--ALCOHOLIC
BEVERAGE POLICY STUDY
COMMITTEE

Mayor Bang appointed the following to serve on the Alcoholic Beverage Policy Study Committee:

Don Blank, Chairman
Duane Wilmot, representing Bottle Clubs.
Robert Buschkoetter, representing Package Liquor Stores.
Doug Bernard, representing "H" licensees.
Ray McBrien
Norbert Dingwerth
Ben Hormel

The motion was made by Councilman Westfahl, seconded by Councilman Walker, the Council voted unanimously to approve the Mayor's appointments, the term for this committee will end upon the filing of a Committee Report to the City Council.

SENIOR CITIZENS COMMITTEE

Mayor Bang appointed the following to serve on the Senior Citizens Committee:

Leonard Holmes, current member and Committee Chairman, and
C.D. "Chuck" Rees, replacing Ernie Teel whose term expired.

The motion was made by Councilman Westfahl, seconded by Councilman Hanson, the Council voted unanimously to approve the Mayor's appointments to serve on the Senior Citizens Committee, said terms to expire November, 1976.

PLANNING COMMISSION

Mayor Bang appointed the following to serve on the Planning Commission:

Jack Williams, current member and secretary;
Ernie Teel, replace John T. Harris, Jr.--term expired, currently member
of Downtown Improvement Committee;
Harold Bethel, replace Roger Carsten, currently member of the Housing
Authority.

The motion was made by Councilman Westfahl, seconded by Councilman Hanson, the Council voted unanimously to approve the Mayor's appointments to serve on the Planning Commission. Said terms to expire November 1977.

DOWNTOWN IMPROVEMENT
COMMITTEE

Mayor Bang appointed the following to serve on the Downtown Improvement Committee:

Gary Lucas, to replace Allen Strunk, term expired.

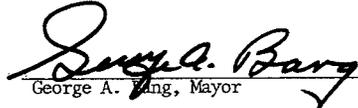
The motion was made by Councilman Westfahl, seconded by Councilman Hanson, the Council voted unanimously to approve the Mayor's appointment to serve on the Downtown Improvement Commission. Said term to expire November 1979.

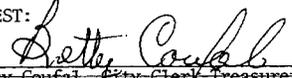
CHANGE OF MEETING DATES
RE: LEGISLATIVE BILL NO.
609

Discussion was held relative to the passage of Legislative Bill No. 609 permitting the Council to meet at such time and place as it may prescribe by ordinance, but not less frequently than twice each month in cities of the first class. The Council instructed the City Manager to prepare an ordinance which would change the regularly scheduled meeting days of the Council to the first and third Mondays of each month.

ADJOURNMENT

Mayor Bang declared the meeting adjourned.


George A. Bang, Mayor

ATTEST:

Betty Coufal, City Clerk-Treasurer

STATE OF NEBRASKA, County ofRed Willow.....:
Filed for record and entered in Numerical Index
onJanuary 9, 1975..... at 11:15 o'clockA.M.,
and recorded in Deed Record103....., Page310.....

RECORDED
INDEXED
FILED
JAN 10 1975
CLERK OF COURTS
REDA WILLOW COUNTY
NEBRASKA

.....FREDA OLSON..... ByL. Logan.....
County Clerk or Deputy County Clerk or
Register of Deeds Deputy Register of Deeds

QUITCLAIM DEED

Lawrence T. Burns and Donna M. Burns, husband and wife,

, herein called the grantor whether one or more,

in consideration of One Dollar (\$1.00).

received from grantee, does quitclaim, grant, bargain, sell, convey and confirm unto

The City of McCook, Red Willow County, Nebraska

herein called the grantee whether one or more, the following described real property in McCook

.....Red Willow..... County, Nebraska:

Lot Seven (7) in Block Twenty-two (22), in the Original
Town of McCook, Red Willow County, Nebraska.

To have and to hold the above described premises together with all tenements, hereditaments
and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

Dated October 23, 1974.

.....
Lawrence T. Burns
.....
Donna M. Burns

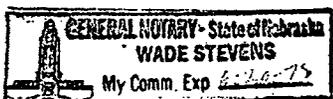
STATE OF NEBRASKA, County ofRed Willow.....:

Before me, a notary public qualified for said county, personally came

Lawrence T. Burns and Donna M. Burns,
husband and wife,

known to me to be the identical person or persons who signed the
foregoing instrument and acknowledged the execution thereof to be his,
her or their voluntary act and deed.

Witness my hand and notarial seal onOctober 23, 1974.....



.....Wade Stevens..... Notary Public

My commission expiresJune 20, 1975.....

**CITY MANAGER'S REPORT
MARCH 15, 2021 CITY COUNCIL MEETING**

ITEM: 6.C.

**RECOMMENDATION:
CONFIRM THE EMERGENCY PURCHASE OF SERVICES IN THE REPAIR
OF WIELAND FIELD AND L STREET STORM SEWER IN ACCORDANCE
WITH ORDINANCE 34.33.**

BACKGROUND

On the south side of Weiland Field at the intersection of L Street and East 2nd are three storm sewer inlets which drain into a 24" corrugated metal pipe that drains under the south bleachers, under Weiland Field, under the home side bleachers and then into Bolles Canyon. It was noticed in February that the pipe had corroded and there was erosion at the back of the inlet on the north side of L Street. The City investigated further and discovered a large washout under the south bleachers of Weiland Field. McCook Public Schools was immediately notified of the issue and W Design Associates was retained to develop a fix. This area of the south bleachers has been roped off from public use until the washout is repaired.

While multiple avenues of repair were investigated, it was determined that the best long term solution will be to get the storm sewer and associated drainage out from under the bleachers and Weiland Field. Per the attached preliminary layout drawing, the storm sewer will be moved west, combined with a storm sewer from West 1st and L Street, then a new storm sewer run at the back of the west endzone in Weiland Field, under M Street and into Bolles Canyon. The storm sewer draining West 1st and L Street has also experienced issues in the past but has not made it to the One and Six Year Plan. It has been determined that fixing both storm sewers at the same times makes the most economic sense.

The intention is then to repair the washout under the grandstand with flowable fill (a mixture of fly ash, cement and sand) and completely block off and abandon the old storm sewer under the bleachers and Weiland Field.

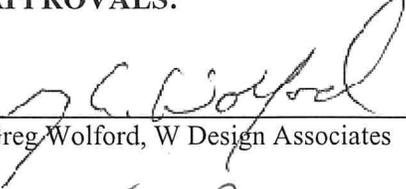
While the south grandstand cannot be loaded safely with people at this time, it appears to be stable for now. The issue is if we were to get a large heavy rain, significant additional erosion could occur under the grandstand that would compromise its integrity. Thus the emergency nature of the project.

In accordance with the Ordinance, while the City Staff has authority to proceed with this project on an emergency basis, projects over \$30,000 must be confirmed by the City Council. This project will cost more than \$30,000.

City Staff intends to negotiate these repairs based on Plans and Specifications now being prepared by W Design Associates. Once a contract price is established Staff will bring this back to the Council for further confirmation. Staff does not believe we have time to go through process of council approvals, advertising and bidding which can take six to eight weeks. We are therefore requesting confirmation of the emergency project status for this storm sewer repair.

FISCAL IMPACT: None.

APPROVALS:



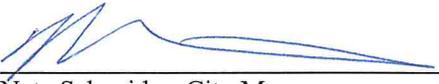
Greg Wolford, W Design Associates

Date: March 9, 2021



Kyle Potthoff, Public Works Director

Date: 3/10/2021



Nate Schneider, City Manager

Date: March 9, 2021

**CITY MANAGER'S REPORT
MARCH 15, 2021 CITY COUNCIL MEETING**

ITEM: 6.D.

RECOMMENDATION:

INTRODUCE AND APPROVE ON FIRST READING ORDINANCE NO. 2021-3014 PROVIDING FOR THE AMENDMENT TO CHAPTER 38: APPENDIX E. SETTING THE RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT

BACKGROUND:

Based on data in the 2021 Water Enterprise Fund Cashflow Model, as prepared by Public Financial Management (PFM), City Staff is recommending that the current water rate be increased by two and one half percent (2 ½%). The rate increase provides funds to cover inflation and pay for capital projects.

The proposed increase would see the ready-to-serve fee increase by 46 cents from \$18.36 to **\$18.82 per month**. The price per 100 cubic feet (748 gallons) would also increase. The first 5,000 cubic feet will cost \$1.920 per 100 cubic feet an increase of 4.7 cents. Usage above 5,000 cubic feet will increase to \$1.423 per 100 cubic feet an increase of 3.5 cents.

The current rates have been in place since January of 2020. They are as follows: Ready to Serve fee of \$18.36, first 5,000 cu. ft. is \$1.873 per 100 cu. ft. and over 5,000 cu ft costs \$1.388 per 100 cu. ft. The PFM advisors recommend the small annual inflationary increases to avoid large increase that are needed after several years without a rate increase.

The attached spreadsheet shows the per month increase to customers using various amounts of water. The row listing 2,289 cubic feet of usage demonstrates a customer that uses 557 cubic feet in the home and 1,732 cubic feet of water to irrigate the lawn. Based on applying 1 inch of water per week to 5,000 square feet of lawn, the customer will see an increase of \$1.64 per month during the watering season. **See attached sheet showing cost to various usage amounts.**

Using the PFM model as the guide and an expected decline in water sales to a level nearer the annual average of 65,000,000 cubic feet, the Water Department's annual revenue for 20/21 should be approximately \$2.2 to 2.4 million dollars. This compared the 19/20 revenue of \$2,493,000 when cubic feet sold exceeded 74,364,000 during an extremely dry summer.

FISCAL IMPACT: None revenue should meet 20/21 budgeted expenditures.

APPROVALS:



Lea Ann Doak, City Clerk



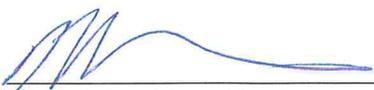
Date



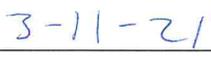
Jesse Dutcher, Utilities Director



Date



Nate Schneider, City Manager



Date

		2020/2021 Current Rate				2 1/2 %		May 01, 2021 Rate Increase				0.025	
Rate \$\$\$\$	R-T-S fee	Cubic Feet over 5,000 Cubic Feet		Sales Tax	Total	R-T-S Fee	First 5,000	Over 5,000	Sales Tax	Total	Per Mo. Increase		
Usage Cu Ft	\$18.36	\$1.873	\$1.388	7%		\$18.82	\$1.920	\$1.423	7%				
557	\$18.36	\$10.43	\$0.00	\$2.02	\$30.81	\$18.82	\$10.69	\$0.00	\$2.07	\$31.58	\$0.77		
1,802	\$18.36	\$33.75	\$0.00	\$3.65	\$55.76	\$18.82	\$34.60	\$0.00	\$3.74	\$57.15	\$1.39		
2,289	\$18.36	\$42.87	\$0.00	\$4.29	\$65.52	\$18.82	\$43.94	\$0.00	\$4.39	\$67.16	\$1.64		
3,768	\$18.36	\$70.57	\$0.00	\$6.23	\$95.16	\$18.82	\$72.34	\$0.00	\$6.38	\$97.54	\$2.38		
5,306	\$18.36	\$93.65	\$4.25	\$8.14	\$124.40	\$18.82	\$95.99	\$4.35	\$8.04	\$127.20	\$2.81		
13,651	\$18.36	\$93.65	\$120.08	\$16.25	\$248.33	\$18.82	\$95.99	\$123.08	\$16.65	\$254.54	\$6.21		
25,300	\$18.36	\$93.65	\$281.76	\$27.56	\$421.34	\$18.82	\$95.99	\$288.81	\$28.25	\$431.87	\$10.53		

Lot Size 7,000 sq ft 50 ft X 140 ft Lot
 Home Size 2,000 sq ft minus sq. ft of home
 Area of Lawn 5,000 sq ft lawn area to receive 1 inch per week

1inch water 400 cu ft/5,000 sq ft of lawn

1 inch/week domestic use 1,732 cu ft/Month 1 inch of water on lawn per week for 1 month.
 557 cu ft/Month water used in home
Total use 2,289 cu ft/Month total usage irrigation and domestic for 1 month
 \$1.64 amount of increase for 1 month with irrigation

ORDINANCE NO. 2021-3014

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E, WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2019-2993 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

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

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

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

(A) 1.920 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used;

(B) 1.423 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet.

In addition to the above, a ready-to-serve fee of eighteen and 82/100 dollars (\$18.82) per month shall be charged to each customer.

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

3. BULK WATER. The rate for bulk water purchases shall be \$5.00 per one hundred cubic feet.

4. FIRE HYDRANT METER. Fire hydrant meter rent shall be \$50.00 per week, plus water usage charged at the rate for bulk water. The deposit required for a fire hydrant meter is set at \$250.00

SECTION 2. Ordinance No. 2019-2993 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed and abrogated.

SECTION 3. This ordinance shall take effect with the bills dated May 1, 2021 and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED THIS ____ day of _____, 2021.

-s- Michael D. Gonzales
Mayor

ATTEST:

-s- Lea Ann Doak
City Clerk

Publish:

**CITY MANAGER'S REPORT
OCTOBER 1, 2018 CITY COUNCIL MEETING**

ITEM: 6.E.

RECOMMENDATION:

INTRODUCE AND APPROVE ON FIRST READING ORDINANCE NO. 2021-3015 PROVIDING FOR THE AMENDMENT TO CHAPTER 38: APPENDIX D. SEWER DEPARTMENT RATES AND FEES

BACKGROUND:

Based on the data in the Sewer Enterprise Fund Cashflow Model prepared by Public Financial Management (PFM), City Staff is recommending that the current sewer rate be increased by three percent (3%). The rate increase provides the funds to cover inflation and pay for capital projects.

The proposed increase would see the base fee for residential customers go from \$16.53 to **\$17.03** per month (50 cents). The commercial base fee will go from \$24.09 to **\$24.81** per month (72 cents). Both residential and commercial monthly base fees include 333 cubic feet of usage. The fee for usage above 333 cubic feet (2,490 gallons) would also increase by 3% from the current \$3.570 per 100 cubic feet (748 gallons) to **\$3.677** per 100 cubic feet of usage (10.7 cents). See attached sheet showing cost to various customers.

Using the PFM model as the guide a 3% increase will generate additional annual revenue of approximately \$30,300 for FY 20/21.

These amounts are calculated on the assumption that future usage will remain at or near the average annual usage of 30,000,000 cubic feet.

Ordinance 2021-3015 also includes a \$35.00 per load fee to unload sewage haulers afterhours and on weekends at the Wastewater Treatment Plant. Staff is also requesting an increase in the sewer tap/connection fee from the current \$5.00 inspection fee and \$45.00 for the tap saddle to a \$150.00 connection fee. The current amount (\$50.00) does not cover the cost of the tap saddle, labor and equipment to make a sewer tap.

FISCAL IMPACT: An estimated \$30,300 increase in Sewer Enterprise revenue. If rate are increased.

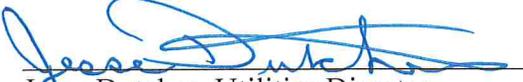
APPROVALS:



Lea Ann Doak, City Clerk

3/11/2021

Date



Jesse Dutcher, Utilities Director

3-10-21

Date



Nate Schneider, City Manager

3-11-21

Date

20/21

SEWER RATES

5/1/21

Sewer Only Residential	SMALL user	20/21	2 persons	Current Amount	Increase
		Rate	Usage	Rate	3.00%
Winter usage De, Ja, Fe	RTS Fee / 100 cu ft fee	\$3.570	356 cu. ft	\$16.530 \$0.82	\$17.03 \$0.85
	Sales Tax 7%			\$1.21	\$1.25
	Monthly Total			\$18.57	\$19.12
			Average Residential (Small)	Mo. Increase	\$0.56
Sewer Only Residential	Medium user	2018	4 persons	Current Amount	Increase
		Rate	Usage	Rate	3.00%
Winter usage De Ja Fe	RTS Fee inc first 333 cu Ft. / 100 cuft fee	\$3.570	532 cu. ft	\$16.530 \$7.10	\$17.03 \$7.32
	Sales Tax			\$1.65	\$1.70
	Monthly Total			\$25.29	\$26.05
			Average Residential (Medium)	Mo. Increase	\$0.76
Sewer Only Residential	Large user	2018	6 persons	Current Amount	Increase
		Rate	Usage	Rate	3.00%
Winter usage De Ja Fe	RTS Fee inc first 333 cu ft / 100 cu. ft fee	\$3.570	830 cu. ft	\$16.530 \$17.74	\$17.03 \$18.28
	Sales Tax			\$2.40	\$2.47
	Monthly Total			\$36.67	\$37.77
			Average Residential (Large)	Mo. Increase	\$1.10
Sewer Only Commercial	Small user	2018		Current Amount	Increase
		Rate	Usage	Rate	3.00%
Winter usage De, Ja, Fe	RTS Fee inc first 333 cu ft / 100 cuft fee	\$3.570	234 cu. ft	\$24.09 \$0.00	\$24.81 \$0.00
	Sales Tax 7%			\$1.69	\$1.74
	Monthly Total			\$25.78	\$26.55
			Average Commercial (small)	Mo. Increase	\$0.77

ORDINANCE NO. 2021-3015

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2019-2994 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix D, Sewer Department Rates and Fees; shall be amended to read as follows:

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

Minimum Charges of \$17.03 per month based on the first 333 cubic feet of water usage.

Residential Rate - \$3.677 per 100 cubic feet for everything over 333 cubic feet water usage.
 2. Commercial. The commercial sewer use charges provided for in Section 51.072 are as follows:

Minimum Charge of \$24.81 per month based on the first 333 cubic feet of water usage.

Commercial Rate - \$3.677 per 100 cubic feet for everything over 333 cubic feet water usage.

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

SECTION 2. Ordinance No. 2019-2994 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. This ordinance shall take effect with the bills dated May 1, 2021 and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED this _____ day of _____, 2021.

- s - Michael D. Gonzales, Mayor

ATTEST:

-s- Lea Ann Doak, City Clerk

CITY MANAGER'S REPORT
MARCH 15, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 6.F.

Discussion regarding the "Citizen's Comments" portion of the McCook City Council meetings.

BACKGROUND:

The City of McCook's regular meeting agenda includes time for Citizen Comments. One drawback to the Citizen Comment's portion of the McCook City Council meetings is that the items presented during Citizen's Comments are unknown to the City Council prior to the commencement of the meeting. The Open Meetings Act disallows comments or discussion from the McCook City Council or City Staff to the comments presented by the citizen. Discussion is barred due to the fact that the citizen's discussion item is not included on the agenda. By law, only the items officially listed on the regular meeting agenda can be discussed at a McCook City Council meeting.

Over the past few months, a number of people have presented items during the Citizen's Comments portion of the McCook City Council meetings. Due to the fact the Council is not allowed to respond, discussions and/or directed action cannot be taken at the meeting. The lack of discourse has lead to misunderstandings.

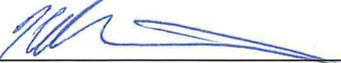
Staff would like to discuss the current "Citizen Comments" system. Staff believes it would be preferable to develop an arrangement that would allow for discussion between the citizens and McCook's City Council members in real time.

APPROVALS:



Lea Ann Doak, City Clerk

March 8, 2021



Nate Schneider, City Manager

March 8, 2021

CITY MANAGER'S REPORT
MARCH 15, 2021 MCCOOK CITY COUNCIL MEETING

ITEM 6.G.

Receive and file a presentation from City Attorney, Nathaniel Mustion, regarding an update on land banks.

BACKGROUND:

During this past legislative session, LB 424 was adopted into law. LB 424 amends the Nebraska Municipal Land Bank Act, providing a method for all Nebraska communities to enact local land banks. Under the law, Nebraska communities are permitted to create regional land banks. The regional land banks will have the authority to acquire, clean, maintain, and dispose of nuisance properties. In order to achieve this objective, LB 424 provides an avenue by which regional land banks can clear title, extinguish taxes, and assemble parcels. A land bank has the ability to recapture 50% of property taxes for five years.

Pursuant to LB 424, every municipality in the state can join a land bank. A requirement of this legislation is that all regional land banks must be comprised of more than one municipality. This is achieved through interlocal cooperation. LB 424 sets out the mechanical requirements for regional land banks.

At the January 4, 2021 McCook City Council meeting, City Attorney Nathaniel J. Mustion provided a presentation regarding the process for creating land banks. Mr. Mustion will present an update at the March 15, 2021 McCook City Council meeting.

APPROVALS:



Lea Ann Doak, City Clerk

March 8, 2021



Nate Schneider, City Manager

March 8, 2021