

MCCOOK CITY COUNCIL

REGULAR MEETING

**Tuesday, September 5, 2023
5:30 PM - City Council Chambers**

**THE REGULAR MEETING WILL START IMMEDIATELY
FOLLOWING THE CONCLUSION OF THE BUDGET HEARING**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Lisa Mensinger.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
 - A. Public Hearing - Set Final Tax Request at a different amount than the prior year.
 1. Adjourn Public Hearing.
3. Consent Agenda.

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

 - A. Approve the minutes of the August 21, 2023 regular City Council meeting.
 - B. Approve a Memorandum of Understanding with the McCook Area Chamber of Commerce whereby ACE funds will be appropriated for promotional activities that benefit the City of McCook during Fiscal Year 23/24.
 - C. Approve the Addendum to the McCook Humane Society Agreement, increasing the contract amount the City of McCook pays for animal services for Fiscal Year 23/24 and authorize the Mayor to sign.
 - D. Approve drawings and specifications for South Street Water Main Replacement on South Street and Ravenswood Road from the City Shop to South 9th Street and set date to receive bids for September 26, 2023 at 2:00 P.M.
 - E. Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic cable and installing two level vaults.

- F. Accept the minutes of the April 18, 2023 Senior Center Advisory Board meeting.
 - G. Approve the request from the McCook Community Foundation Fund to close Norris Avenue from the north side of "D" Street to the south side of "E" Street on Thursday, October 12, 2023 from 4:00 P.M. and 10:00 P.M. for their community event.
 - H. Award the bid for North Pointe and West "C" Street Paving and Utilities Project to Paulsen, Inc. in the amount of \$814,747.90, that being the lowest best bid.
 - I. Approve the application for a Special Designated Liquor License submitted by Dunn Enterprise, d/b/a Rocket Inn, Liquor License #C-123001, for a wedding reception to be held at the Red Willow County Fairgrounds Community Building, 1412 West 5th Street, on September 23, 2023 from 4:00 P.M. to 12:00 A.M.
4. Regular Agenda.
- A. Update regarding the swimming pool and ballpark projects.
 - B. Ordinance No. 2023-3070 providing for the adoption of the budget for FY 2023/2024.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2023-3070 upon its second of three readings.
 - C. Ordinance No. 2023-3071 providing for the adoption of the FY 2023/2024 Fiscal Year Employee Classification Pay Plan.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2023-3071 upon its second of three readings.
 - D. Ordinance No. 2023-3072 providing for the amendment of Appendix F, Solid Waste Collection Fees of the City of McCook Code of Ordinances.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2023-3072 upon its second of three readings.
 - E. Approve increase of Restricted Funds Limit by an additional 1% for Unused Restricted Funds Authority.
 - F. Approve Employment Agreement with City Manager Nathan A. Schneider and authorize the Mayor to sign.
 - G. Consider Ordinance No. 2023-3073 setting the salary and compensation of City Manager Nathan A. Schneider.
 - 1. Chairperson asks Clerk to read Ordinance No. 2023-3073 by title.
 - 2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
 - 3. Final passage of Ordinance No. 2023-3073.
 - 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
 - H. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING**

ITEM: 2.A. Public Hearing - Set Final Tax Request at a different amount than the prior year

BACKGROUND:

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

The property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization, unless the governing body passes by a majority vote a resolution or ordinance setting the tax request at a different amount. The resolution to set this amount will be considered after final approval of the budget and must be forwarded to the County Clerk by October 15. The levy generates a different amount as the assessed valuation changes from year to year. The County Assessor must certify assessed value on all taxable property by August 20. The levy amount is subject to change upon approval by the Council.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk August 29, 2023



Tera Koetter, Assistant City Manager August 29, 2023



Nathan A. Schneider, City Manager August 29, 2023

McCook
IN
Red Willow County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 5th day of September 2023, at 5:30 o'clock P.M., at City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2021-2022 Actual Disbursements & Transfers	\$ 23,766,120.00
2022-2023 Actual/Estimated Disbursements & Transfers	\$ 23,854,173.00
2023-2024 Proposed Budget of Disbursements & Transfers	\$ 83,524,337.00
2023-2024 Necessary Cash Reserve	\$ 3,936,448.00
2023-2024 Total Resources Available	\$ 87,460,785.00
Total 2023-2024 Personal & Real Property Tax Requirement	\$ 1,897,419.33
Unused Budget Authority Created For Next Year	\$ 668,115.08

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 1,897,419.33
Personal and Real Property Tax Required for Bonds	\$ -

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 5th day of September 2023, at 5:30 o'clock P.M., at City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2022	2023	Change
Operating Budget	44,568,074.00	83,524,337.00	87%
Property Tax Request	\$ 1,683,260.95	\$ 1,897,419.33	13%
Valuation	493,894,328	556,731,490	13%
Tax Rate	0.340814	0.340814	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.302347		

Publish: August 31, 2023

/s/ Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING**

ITEM: 3.A.

Approve the minutes of the August 21, 2023 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 31, 2023

McCook City Council
August 21, 2023
5:30 P.M. Central

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

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

Absent: Councilmember Rambali.

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

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

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter, Library Director Crocker, Utilities Director Fawver, Public Works Director Potthoff, Fire Lieutenant Renner, and Police Chief Smith.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on August 17, 2023, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Taylor announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Invocation was provided by Jeff Kelley, Memorial Methodist Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

- 1. Discussion regarding a Land Use Action Request application from McCook Solar, LLC, as agent for Harold B. Pearson and Lori S. Pearson; Masonic Temple Craft, Inc.; Pearson's Pheasant Run Limited Partnership; CCJH, LLC; and John and Melinda Palic as Trustees of the John and Melinda Palic Revocable Trusts, for consideration of a special exception designation to allow for an alternative solar energy system to be located within McCook's extraterritorial jurisdiction, said district zoned as an Agricultural District (AG).**

City Manager Schneider reviewed the following information contained in his City Manager's Report dated August 21, 2023: "McCook Solar, LLC has submitted a Land Action Request application on behalf of 5 potentially impacted landowners, requesting a special exception to locate an alternative

solar energy system within McCook's extraterritorial zoning jurisdiction. The solar project would be located northwest of McCook and would occupy approximately one square mile. The area is currently zoned as an Agricultural District (AG). Per Article 7, Section 703 of the McCook Zoning Ordinance, alternative solar energy systems may be permitted if the provisions relating to a special exception have been fulfilled. Article 24, Section 2402 of the McCook Zoning Ordinance, establishes the criteria that must be complied with in order to receive such a special exception designation. Article 7, Section 703 and Article 24, Section 2402, are included with this report for review.”

“Attached to this report is the Land Action Request application. The purpose of the application is to request a special exception that permits the construction and continued maintenance of an approximately 55 megawatt AC solar electric generating facility to be located on approximately 551 acres of land. The project would include, but not be limited to, solar panels, racking, trackers, invertors, a short overhead transmission line from the project substation to the McCook Substation, battery energy storage system, access roads, laydown yard, transformer, junction boxes, substation, operations and maintenance building, and the AC electrical current collection system. The application includes agreements between McCook Solar, LLC and the landowners, authorizing McCook Solar, LLC to submit the necessary documentation to apply for, pursue, obtain and perfect a special exception for the solar project. Section IV of the application recites McCook's special exception considerations and corresponding answers. After closer review of McCook Zoning Ordinance Article 24, Section 2402, Section IV(I) of McCook's Solar LLC's application should be omitted from consideration, as it is not a criteria to be considered per McCook Zoning Ordinance Article 24. All of the other stated criteria are consistent with McCook's special exception rules.”

“The City of McCook has contracted with Marvin Consulting to assist with our review of the application and to help apply the findings to McCook's special exception criteria. Keith Marvin will be present via Zoom during Monday's meeting. The City of McCook has also contacted NPPD and MPPD to provide input with respect to the application. Brice Barton of 39 North will be present to speak on behalf of the application.”

“At the August 14, 2023 McCook Planning Commission meeting, a discussion was held regarding the application. The minutes from the meeting are included, herein.”

“This item is a discussion item and no action will be taken at the meeting. Please note, any decisions regarding the application must be based on the criteria contained within Article 24, Section 2402 of McCook's Zoning Ordinance. Nothing else may be considered.”

City Attorney Mustion stated that discussion needs to stay on the Special Exception Considerations A - I and comments from the public will be limited to three minutes.

Representative present via zoom for the City were Keith Marvin of Marvin Consulting. Representatives present for McCook Solar, LLC, 39North, and Birch Creek Development LLC were Brice Barton, Thadd Barker, and Jennifer Dean. Those present via zoom were Joe Arb, Christi Thomas, and David Levy.

Brice Barton, 39North, reviewed the Land Use Application with the Council.

Kellie Soden asked how many projects they have completed and what was the reaction of the area neighbors - they have two operations facilities, he was unaware of any negative or positive reaction to either facilities.

Todd Cappel inquired whether renewable projects can stand alone or do they need to be backed up by a carbon-based form of energy; clarified that they currently do not have buyer for the power; if MPPD/NPPD thought this was such a valuable project, why are they not doing it themselves; and questioned whether it would be the city or county that would be providing fire response to this area - these projects provide to the customer and market an intermittent resource, they stand alone in terms of providing power; with the amount of investment in the project, they are developed for a customer.

Tammie Hilker questioned the amount of noise that would come from the transformer - the amount of noise from the transformer in the southeast corner would not be heard by any resident in the area or along the road and that there is a small electrical motor that moves panels.

2. Announcements & Recognitions.

There were no announcements or recognitions.

3. Consent Agenda.

Councilmember Calvin requested that Item C be removed from the Consent Agenda and placed on the Regular Agenda.

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

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

- 3.A. Approve the minutes of the August 7, 2023 regular City Council meeting, the August 11, 2023 and the August 15, 2023 special City Council meetings.
- 3.B. Approve the request from Ronda Graff to utilize city streets and walking trails for the 2023 Heritage Days Road Race to be held the morning of October 14, 2023.
- 3.D. Authorize the Mayor to sign the letter of support for the proposed construction of an all-inclusive playground to be located in Kelley Park which will replace the existing play structure.
- 3.E. Accept the minutes of the August 14, 2023 Planning Commission meeting.
- 3.F. Authorize Resolution No. 2023-14 approving the grant application for Federal Assistance from the Nebraska Game and Parks Commission Recreational Trails program for the

McCook Recreational Trail Phase IV - Westview Trail & Crossing.

- 3.G. Authorize legal action to abate a nuisance found on property located at 103 South 7th Street.
- 3.H. Authorize legal action to abate a nuisance found on property located at 110 South 9th Street.
- 3.I. Approve an application from Telcom Construction to occupy city right-of-way for the purpose of replacing telephone cable for 704 West 3rd Street.
- 3.J. Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a wedding reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on September 30, 2023 from 12:00 P.M. to 11:00 P.M.
- 3.K. Approve the application for a Special Designated Liquor License submitted by Just 1 More Bar and Grill, Liquor License #C-123114, for a wedding reception to be held at the Red Willow County Community Building, 1412 West 5th Street, on September 30, 2023 at 3:00 P.M. to 2:00 A.M.
- 3.L. Receive and file the claims for the month of July 2023, published August 11, 2023.
- 3.M. Ratify the Mayor's appointments to the Planning Commission - reappointing Jesse Stevens, Kurt Vosburg, and Matt Davidson - terms expire September 2026 and to the Senior Citizens Advisory Board - reappointing Mary Keslin and appointing Matthew Duffield to replace John Deon - terms expire September 2023.
- 3.N. Forward to the City's insurance carrier for review and appropriate action a property damage claim from Amanda Shroul in the amount of \$210.00.
- 3.O. Forward to the City's insurance carrier for review and appropriate action a property damage claim from Kenny Yeager.
- 3.P. Receive and file the Financial Report for the period ending July 31, 2023.
- 3.Q. Authorize the City of McCook to submit a FEMA Post Fire Hazard Mitigation Grant for the purpose of decreasing the wildland fire danger risk in a residential area within the city.
- 4. Regular Agenda.**
- 3.C. Approve and enter into a contract with Capital City Concepts, LLC, providing for a Comparability Study to establish compensation parameters for the City of McCook's employees.

Motion to approve and enter into a contract with Capital City Concepts, LLC, providing for a Comparability Study to establish compensation parameters for the City of McCook's employees. This

motion, made by Calvin and seconded by Weedin, passed.

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

Councilmember Calvin questioned what was included in the contracted amount of \$18,000.

4.A. Receive and file a request from Jerry Reitz regarding the removal of a special assessment against property located at 810 West 4th.

Jerry Reitz requested the removal of a special assessment against the property at 810 West 4th Street that he recently purchases as a tax certificate sale. The lot originally had two structures, one of which was health boarded and demolished by the City. The value of the work associated with the demolition was assessed against the lot. The remaining house on the lot was occupied and not demolished at that time. The current lot is nonconforming and future development does not make sense with the lien against the property. If the special assessment were removed, he would be able to add onto his house adjoining this property to the south.

4.B. Update regarding the swimming pool and ballpark projects.

City Manager Schneider informed the Council that the bond proceeds for the pool were wired to the city this past Tuesday. Demolition is on schedule and the plans and specifications for the pool are 90% complete and that a revised agreement for purchase of the sports complex has been forwarded to the College Foundation's attorney for review. Issues being discussed are water and sewer service and that turf is a priority for the project.

4.C. Ordinance No. 2023-3070 providing for the adoption of the budget for FY 2023/2024.

Mayor Taylor asked the Clerk to read Ordinance No. 2023-3070 by title.

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

Ordinance No. 2023-3070 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Calvin and seconded by Taylor, passed.

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

City Manager Schneider noted that the new valuation for the City will generate an additional \$200,000 in property tax with the levy remaining the same. The additional revenue will allow for some capital to be put back into the budget. He asked that staff and council to prioritize their capital requests and get it to staff before the next meeting.

4.D. Ordinance No. 2023-3071 providing for the adoption of the FY 2023/2024 Fiscal Year Employee Classification Pay Plan.

Mayor Taylor asked the Clerk to read Ordinance No. 2023-3071 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2023/2024 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2023-3071 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Weedon and seconded by Muehlenkamp, passed.

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

4.E. Ordinance No. 2023-3072 providing for the amendment of Appendix F, Solid Waste Collection Fees of the City of McCook Code of Ordinances.

Mayor Taylor asked the Clerk to read Ordinance No. 2023-3072 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2022-3048 AND ANY AND ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

Ordinance No. 2023-3072 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Muehlenkamp and seconded by Calvin, passed.

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

4.F. Council Comments.

There were no council comments.

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

Motion to go into executive session for the annual evaluation of the job performance of City Manager Nathan A. Schneider at 7:00 P.M. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

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

Motion to come out of executive session at 8:31 P.M. This motion, made by Calvin and seconded by Weedin, passed.

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

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 8:32 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING**

ITEM: 3.B.

Approve a Memorandum of Understanding with the McCook Area Chamber of Commerce whereby ACE funds will be appropriated for promotional activities that benefit the City of McCook during Fiscal Year 23/24.

BACKGROUND:

At the August 7, 2023 meeting, the Chamber gave an update of what the ACE funds were used for this past fiscal year and requested that the City consider allocating \$6,000 of ACE funds to the Chamber of Commerce for event promotion purposes during Fiscal Year 23/24. In particular, the funds would be used for Heritage Days, Crazy Days, Christmas promotion, and business promotion through social media. The City of McCook receives a benefit from these activities.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 31, 2023



Tera Koetter, Assistant City Manager

August 31, 2023



Nathan A. Schneider, City Manager

August 31, 2023

**MEMORANDUM OF UNDERSTANDING BETWEEN
MCCOOK AREA CHAMBER OF COMMERCE AND THE CITY OF MCCOOK**

THIS MEMORANDUM OF UNDERSTANDING, made and entered into on this 18th day of September, 2023, by and between the City of McCook, Nebraska, a municipal corporation, hereinafter referred to as "City", and the McCook Area Chamber of Commerce, a Nebraska non-profit corporation, hereinafter referred to as "Chamber".

WHEREAS, the Chamber is committed to helping build and sustain a strong viable business community with the City.

WHEREAS, the City desires to contribute to the efforts of the Chamber in building and sustaining a strong viable business community within the City.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE CITY AND CHAMBER AS FOLLOWS:

1. The City has allocated Six Thousand Dollars (\$6,000.00) for the Chamber in its fiscal year 2023/2024 budget.
2. The funds allocated to the Chamber will be specifically derived from ACE Fund Program dollars.
3. The Chamber agrees to spend the \$6,000.00 allocated to it from the City on promoting the following community growth events and projects:
 - 3.1. Crazy Days;
 - 3.2. Heritage Days;
 - 3.3. Promote local Christmas shopping;
 - 3.4. Business promotion through social media.
4. The City will hold the proceeds for disbursement to the Chamber upon the Chamber presenting invoices (or other sufficient documentation) of expenses related to the above described community growth events and projects.
5. The Chamber agrees that no funds allocated to it from the City will be deposited into the Chamber's general fund for any other purpose but those purposes described in this Memorandum of Understanding.
6. It is expressly understood that this Memorandum of Understanding does not commit the City to allocating future funds to the Chamber. Whether funds are allocated in the future and/or how much is allocated in the future will be a decision that is made by the City on a year by year basis.

Attest:

CITY OF MCCOOK, NEBRASKA,
A Municipal Corporation

Lea Ann Doak, City Clerk

By: _____
Linda Taylor, Ex-officio Mayor
and President of the Council

Attest:

MCCOOK AREA CHAMBER OF COMMERCE
A Nebraska non-profit corporation

Secretary

By: _____
President

**CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING**

ITEM: 3.C.

Approve the Addendum to McCook Humane Society Agreement, increasing the contract amount the City of McCook pays for animal services for Fiscal Year 23/24 and authorize the Mayor to sign.

BACKGROUND:

At the August 15, 2023 Budget Work Session Joyce Anderson, Treasurer and Lorie Prestes, Manager of the McCook Humane Society, requested that the yearly contract amount paid by the City of McCook for animal service expenses be increased by 5%. The increase will offset inflationary increases and help cover costs of intake animals originating within the city limits of McCook. The Humane Society proposed increasing the monthly contract amount from the current payment of \$3,690.08 to \$3,874.59 and the annual cap on utilities will remain at \$9,000. The requested increase has been included in the proposed FY23/24 Budget.

Attached to this report is the letter of request from Ms. Anderson which provides details of the requested increase. A copy of the original agreement from January 18, 2023 is also include.

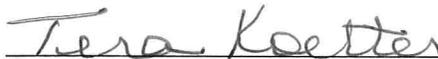
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 31, 2023



Tera Koetter, Assistant City Manager

August 31, 2023



Nathan A. Schneider, City Manager

August 31, 2023

ADDENDUM TO MCCOOK HUMANE SOCIETY AGREEMENT

This addendum is made and entered into on the date of execution shown by and between the City of McCook, a Municipal Corporation, and the McCook Humane Society, a Nebraska non-profit corporation. The parties are hereinafter referred to as "City" and the "Society", respectively.

Commencing October 1, 2023 the parties hereby agree that paragraph number 2.02 is hereby amended to include the following:

The City of McCook shall pay for utilities (electric, gas, and water) but not to exceed \$9,000.00 per year.

The City of McCook, based on 2022 expenses, shall pay Forty-Six Thousand Four Hundred Ninety-Five Dollars (\$46,495.00) annually. Such sum shall be paid in equal monthly installments of Three Thousand Eight Hundred Seventy-Four and 59/100 Dollars (\$3,874.59), each installment to be paid not later than the twentieth (20th) day of the month following each month in which the Society provides service under this agreement.

The annual rate will be adjusted yearly to reflect actual cost for the percentage of McCook animals handled the prior year.

All other terms and conditions of the original AGREEMENT dated January 18, 2021 shall continue to be in full force and effect.

Dated this 5th day of September, 2023.

City of McCook
A Municipal Corporation

By _____
Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk

McCook Humane Society
A Non-Profit Corporation,

By _____
President



McCook Humane Society, Inc.

P.O. Box 13 • 100 South Street

McCook, NEBRASKA 69001

Friend of the Friendless

Email: humanesociety@mccooknet.com • www.mccookhumanesociety.com

June 12, 2023

McCook City Clerk
Nate Schneider
302 W 5th
McCook, NE 69001

City Council and City Administration:

We appreciate all your contributions. We couldn't run without the donations from our city.

Due to the increasing costs in the past year, we did some research on our cost and funding breakdowns.

Our pet adoption software can tell us where each animal intake originated from. We found that 58% of the animals that we intake originated from within the city limits of McCook. Of the 356 McCook pets, 119 or 70% are strays. Based on our operating expenses related to McCook pets of \$14,8630, the City is only covering 32% of those costs. Thanks to our generous donors, we have been able to continue our mission without the city covering all their costs.

You are currently pay \$3690.08 toward the cost of City of McCook animals. We are requesting a 5% increase to \$3874.59 per month in addition to the utility reimbursements.

We are requesting an increase in funds to help cover the costs incurred from this area. We would be more than happy to speak at an upcoming meeting, please contact us if a time is set on the agenda or if we need to fill out a form beforehand. (mccookhumanesociety@gmail.com)

We are contacting the other cities and counties that support our mission to help cover the costs of animals from their areas.

Sincerely,

A handwritten signature in blue ink that reads "Joyce Anderson".

Joyce Anderson

Treasurer
mccookhumanesociety@gmail.com

AGREEMENT

THIS AGREEMENT is made and entered into on the date of execution shown with the signatures on the sixth and final page hereof, by and between the CITY OF MCCOOK, a municipal corporation, and the MCCOOK HUMANE SOCIETY, a Nebraska non-profit corporation. These parties are hereinafter referred to as the "City" and the "Society," respectively.

WHEREAS, the City recognizes that the safe and humane keeping of impounded and stray animals is necessary for the public health, safety, and welfare; and

WHEREAS, the State of Nebraska has enacted statutes, and the City has enacted certain ordinances, dealing with animal control and authorizing impoundment and keeping of animals; and

WHEREAS, the Society is an organization dedicated to the humane care and keeping of animals and has certain pound and other facilities;

NOW THEREFORE, in consideration of the covenants contained herein, it is agreed to by and between the parties as follows:

I. Obligations of the Society

The Society agrees:

1.01 Poundmaster.

To act as poundmaster and to perform all of the services necessary to the impoundment of animals under the Municipal Code within the City limits and, where applicable, agrees to utilize the assistance of the McCook Police Department for the enforcement of the applicable laws.

1.02 Services and Facilities Furnished.

To furnish the facilities and services of an animal shelter for the impoundment of animals.

1.03 Rabies Clinics.

To conduct rabies clinics, with the cooperation of local veterinarians, to ensure that as many animals as possible will be vaccinated against this disease.

1.04 Holding of Animals.

To hold and kennel animals for at least 72 hours after the Society receives each animal and until the claiming, adoption, or disposal of such animal as provided by law and by this Agreement and to provide during such holding adequate food, water, and sanitary conditions in accordance with good veterinary practices.

1.05 Maintaining of Records.

To maintain accurate, complete, and current records of all animals that are kenneled, disposed of, adopted, or returned to their owners and to hold such records for five years after their creation.

1.06 Advice to City.

To provide to the City and its Police Department such advice as shall be necessary for the City to comply with all statutes and regulations concerning rabid animals, their storage, and the determination of their condition.

1.07 Animals Suspected of Having Rabies.

To hold any animals suspected of having rabies, or having bit a person, for a period of ten (10) days. If such animal should exhibit the symptoms of rabies, or be found rabid by a licensed veterinarian, then the animal shall be destroyed. The Society will advise authorities on means of preservation and transportation of destroyed animals.

1.08 Employees Not to Make Arrests.

Neither the Society nor any of its employees, servants, or agents shall make arrests or issue citations for violations of any City ordinances, but shall properly and promptly bring existence of any violations to the attention of proper officers.

1.09 Independent Contractor.

The Society shall, in the performance of this Agreement, at all times be an independent contractor and not an employee or agent of the City. The Society, its officers, directors, employees and agents shall at no time represent the Society to be other than an independent contractor nor shall any of such persons represent themselves to be employees of the City.

1.10 Insurance.

The Society shall maintain the insurance coverage described hereafter in this section throughout the term of this Agreement and shall make the policy or policies available to the

City for copying upon request of the City's City Manager or his or her designee. The coverage described in this section shall be issued by insurers licensed to do business in Nebraska.

- (a.) The Society shall maintain comprehensive general liability insurance with limits of not less than three hundred thousand dollars (\$300,000.00) per occurrence and six hundred thousand dollars (\$600,000.00) aggregate bodily injury. Such comprehensive general liability insurance shall include independent contractor coverage, personal injury coverage, contractual coverage, and coverage for operations of the Society.
- (b.) The Society shall maintain worker's compensation insurance as required by applicable statute.

1.11 Indemnity.

The Society shall indemnify and save harmless the City, its officers" employees, and agents from all loss, claims, suits or actions of every kind and character made upon or brought against the City, its officers, employees, and agents, for or on account of any alleged injuries or damages received or sustained by any party or parties as a result of any act, error, omission negligence or intentional act of the said Society or its servants, agents, and subcontractors arising under and/or connected with this Agreement, or by or in consequence of any other act, error or omission, or negligence or intentional act of said Society or its servants, agents, and subcontractors.

1.23 Notification of owners of animals.

The Society shall notify the owner, if locatable after reasonable search, of any animal which the Society has in its possession under the provisions of this Agreement.

II. Obligations of the City

The City agrees:

2.01 Fees and other sums collected.

The Society shall retain all sums collected and amounts paid to it arising from transactions involving the boarding and keeping of animals and shall have the right to determine the use thereof in its sole discretion.

2.02 Compensation of Society.

The City of McCook shall continue to pay for utilities (electric, gas, and water) but not to exceed \$12,000.00 per year.

The City of McCook, based on 2020 expenses, shall pay Thirty-Four Thousand Two Hundred Eighty-One Dollar (\$34,281.00) annually. Such sum shall be paid in equal monthly installments of Two Thousand Eight Hundred Fifty-Six and 75/100 Dollars (\$2,856.75), each installment to be paid not later than the tenth (10th) day of the month following each month in which the Society provides service under this agreement.

The annual rate will be adjusted yearly to reflect actual cost for the percentage of McCook animals handled the prior year.

The City of McCook, based on 2020 expenses, shall make payment of an additional One Thousand Dollars (\$1,000.00). Such sum shall be paid in equal monthly installments of Eighty-Three and 33/100 Dollars (\$83.33), each installment to be paid not later than the tenth (10th) day of the month following each month in which the Society provides service under this Agreement.

2.03 Grant of ownership of dogs to Society.

The City hereby grants to the Society the City's right, and ownership of each and every dog hereafter acquired by the City under Section 90.30 of the McCook Municipal Code and applicable city ordinances when such dog has been held by the Society for a continuous period in excess of seventy-two (72) hours, upon the express conditions that:

- (a.) The Society shall not sell such dog, but may solicit donations from persons to whom it gives dog.
- (b.) The Society shall impose as conditions with the gift of any dog to any person residing within the corporate limits of the City the requirements that the new owner shall have the dog neutered or spayed, inoculated against rabies, and licensed in accordance with the current Municipal Code and ordinances of the City.

III. Miscellaneous

The parties further agree to the following provisions:

3.01 Applicable Law.

The parties to this Agreement shall comply with all existing applicable City ordinances and

with state and federal laws, rules, and regulations. Nebraska law will govern the interpretation of the terms and the performances under this Agreement.

3.02 Entire Agreement.

This document contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms herein unless such alteration shall be done in writing and signed by an authorized officer of each of the respective parties.

3.03 Society Not to Assign.

The Society may not assign its rights under this Agreement without the express prior written consent of the City.

3.04 Compliance with Provisions as Written.

All provisions of this Agreement and of any documents that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized officers.

3.05 Term.

This Agreement shall be in effect from the date of its execution by the parties. This Agreement shall automatically be extended on a yearly basis, unless either party shall give written notice of their intent to terminate said Agreement sixty (60) days prior to termination.

3.06 Notice.

Notice given by one party to the other under this Agreement shall be deemed sufficient if mailed by United States Mail to the following addresses, respectively:

City of McCook
PO Box 1059
McCook , NE 69001

McCook Humane Society
PO Box 13
McCook, NE 69001

3.07 Communication of Information.

The parties shall promptly, accurately, and completely communicate to each other all information and inquiries received concerning the ownership and impoundment of animals under this Agreement so as to prevent improper disposition of such animals due to lack of

information. Preference shall be given to telephone or electronic communication of information in the interest of immediacy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement consisting of six pages, of which this is the sixth, to be executed on January 18, 2021.

ATTEST:

CITY OF MCCOOK,
A Municipal Corporation



Lea Ann Doak, City Clerk

By 

Michael D. Gonzales, Mayor

(Seal)

MCCOOK HUMANE SOCIETY,
a Non-profit Corporation

By 

President

(Seal)

CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING

ITEM: **3.D.**

RECOMMENDATION:

APPROVE DRAWINGS AND SPECIFICATIONS FOR SOUTH STREET WATER MAIN REPLACEMENT ON SOUTH STREET AND RAVENSWOOD ROAD FROM THE CITY SHOP TO SOUTH 9TH STREET AND SET DATE TO RECEIVE BIDS FOR SEPTEMBER 26, 2023 AT 2:00 PM.

BACKGROUND:

This project is the continuation of water main replacement on South Street and Ravenswood Road and will involve horizontal directional drilling (HDD) approximately 3,200 lineal feet of 8-inch water main. Construction utilizing HDD will reduce the amount of street pavement removal and will be less disruptive to traffic and less water outages to customers will be observed. The new main will connect to an existing 12-inch main at the southeast corner of the City Maintenance shop and will continue east to a point of connection on South 9th Street.

New water main will also extend south into Barnett Park to the existing sewer lift station and also north on Karrer Street to provide a water main loop to the water main supplying Parker Hannifin Corp. The project will require a cased bore at the Highway 83 crossing.

The project has a 90-day construction period, after notice to proceed, with the completion date to be provided by the contractor. This will provide flexibility for the contractor and hopefully a lower bid price.

FISCAL IMPACT:

Funding for this project is being provided by the Drinking Water State Revolving Fund (DWSRF) This project included three parts. The West 5th 16-inch dedicated main was completed in 2021. The current project being bid on South Street and a third project that will include the replacement or rehabilitation of the 12-inch water main on East 1st Street from South Street to 'A' Street. The South Street project will also include the installation of isolation valves south of BNSF that will be required for completion of the 12-inch water main crossing the BNSF railway on East 1st Street.

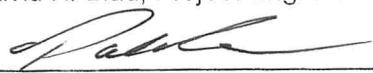
2022-2023 Annual Budget, Water Capital Replacement South Street, Water Revenues

APPROVALS:



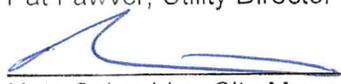
David K. Blau, Project Engineer

Date: 8/25/2023



Pat Fawver, Utility Director

Date: 8/29/2023



Nate Schneider, City Manager

Date: 8-30-23

ADVERTISEMENT FOR BIDS

Separate sealed BIDS will be received at the City Clerk's Office by Lea Ann Doak, City Clerk, in City of McCook, 505 West C Street, McCook, Nebraska until 2:00 PM Local Time on September 26, 2023, and then such bids shall be immediately publicly opened and read aloud in the City Council Chambers, for furnishing all equipment, labor, materials and appurtenances required to construct **SOUTH STREET WATER MAIN REPLACEMENT**. The work will include construction of approximately 40 L.F. of 12" Water Main, 3,200 L.F. of Horizontal Directional Drilled 8" Water Main, 300 L.F. of 8" Water Main, 300 L.F. 4" Water Main, service line, meter pits and related appurtenances.

The Owner reserves the right to reject any or all bids; and to waive irregularities or informalities to accept the BID it deems most beneficial. Bids received after the specified time of closing will be returned unopened. The Owner will accept only those sealed bids, either hand delivered or received via U.S. Mail or other commercial carrier. Items transmitted by facsimile or electronically will not be accepted.

The Contract Documents may be examined at the following locations:

Miller & Associates, 1111 Central Avenue, Kearney, NE 68847
Miller & Associates, 109 East 2nd Street, McCook, NE 69001
City of McCook, 505 West C Street, McCook, NE 69001

Copies of the Contract Documents may be obtained at the office of Miller & Associates, Consulting Engineers, P.C. located at 1111 Central Avenue, P.O. Box 306, Kearney, Nebraska 68847, Telephone 308/234-6456 upon payment of \$50 for each half-size set. Full-size sets of documents can be obtained for a deposit of \$65. A complete set of electronic copies of drawings, specifications, contract documents and proposal form may be obtained from www.miller-engineers.com for a fee of \$30.00 (non-refundable). Once logged into the website, go to "Bidding Documents" [in the upper right-hand corner of the homepage] and you can select the set of documents to download.

Each BIDDER will be required to submit with his proposal, a certified check, cashier's check or bid bond made payable, without condition, to the City Clerk, McCook, Nebraska, in an amount equal to five percent (5%) of the proposal.

Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics wages not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and/or heavy type rates is included in the specifications for bidding purposes.

The prospective participants must certify by submittal EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, that to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

BIDDERS on this work will be required to comply with the President's Executive Order No. 11246. Requirements for bidders and contractors under this order are explained in the specifications.

Each BIDDER must fully comply with the requirements, terms and conditions of the U.S. Environmental Protection Agency, Disadvantaged Business Enterprise (DBE) requirements, including the fair share objectives for disadvantaged business participation during the performance of this contract. The bidder commits itself of the fair share objective for disadvantaged business participation contained herein and all other requirements, terms and conditions of these bid conditions by submitting properly signed bid.

On January 17, 2014, H.R. 3547, "Consolidated Appropriations Act, 2014," was enacted. Section 436 of the Act requires that none of the appropriated funds may be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. unless a waiver is provided to the recipient by EPA. Conditions for the waiver are found under the Information for Bidders. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings,

manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

The Owner is an equal opportunity employer and requires all contractors and consultants to comply with all applicable Federal and State laws and regulations.

The Owner, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

CITY OF MCCOOK, NEBRASKA

-s- Lea Ann Doak, City Clerk

Publish: September 7, 14, and 21, 2023.

**CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING**

ITEM: **3.E.**

RECOMMENDATION:

Approve an application from Great Plains Communications to occupy city right-of-way for the purpose of installing underground fiber optic cable and installing two ground level vaults.

BACKGROUND:

Great Plains Communications (GPC) of Blair, NE is seeking permission to occupy City utility right-of-way to install underground fiber optic cable and two ground level vaults.

The construction will originate 200 feet west of the intersection of West 6th Street and West M Street where a ground level vault will be installed. The cable will continue East to the end point 170 feet East of the intersection of West 5th Street and West M Street. The second ground level vault will be installed on the South side of West M Street.

FISCAL IMPACT:(None) GPC will provide the required \$2,500 performance deposit prior to construction

APPROVALS:



Pat Fawver Utilities Dir.

September 5, 2023



Kyle Potthoff, Public Works Dir.

September 5, 2023



Nate Schneider, City Manager

September 5, 2023



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 8-29-2023
ADDRESS: 1009 West 13 St. PHONE: 402-278-2325
FAX: 308-364-9060 START DATE: Sept 2023 FINISH DATE: Sept 2023

A CASH BOND IS REQUIRED FOR ALL RIGHT-OF-WAY ENCROACHMENTS

Type: (circle) Over-Cross Under-Cross <input checked="" type="radio"/> Occupy Miscellaneous	With a: (circle) Water Line Sewer Line Gas Line Telephone Line (Underground Aerial) <input checked="" type="radio"/> Fiber Tree Trimming/Removal Grading Other Electric Line (Underground Aerial)
--	---

Location: Beginning 200' feet (East West North South) of Intersection West + MST.
and West + 6th St. and ending (East West North South) 170' feet of Intersection
West + 5th St. and West + MST.

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. **The Applicant may cancel the permit with written notification** at any time prior to beginning work on right-of-way.

Performance Guarantee: (Make Payable to City of McCook)
Amount: \$ _____ Check No. _____ Or FID No. _____
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

NOTE: Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed and all information such as sizes, distances, dimensions, sleeves, cuts and fills, erosion control measures, etc., when applicable. City of McCook Municipal Code §94.34.

Bryan L. [Signature]
Applicant's Signature

Recommended By _____ Date _____ Director of Public Works Approval _____



**CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING**

ITEM: 3.F.

RECOMMENDATION:

Accept the minutes of the April 18, 2023 Senior Center Advisory Board meeting.

BACKGROUND:

Accept minutes from various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 29, 2023



Tera Koetter, Assistant City Manager

August 29, 2023



Nathan A. Schneider, City Manager

August 29, 2023

Heritage Senior Center
 1312 West 5th St
 McCook NE 69001
 Advisory Board Minutes
 April 18, 2023

A copy of the Open Meetings Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10:00am and are open to the public. Meeting called to order. Minutes from the previous meeting were approved as read. Roll call was taken.

- Meeting was called to order by President Dan Stramel.

- Roll Call

- Jim Hamill P Mary Keslin A Joe Ryland A John Deon P
 Bob Pantenburg P Dan Stramel P Beth Siegfried P John Zlomke P

Thank you Tara Koetter Assistant Manager City of McCook for attending

- Approval of minutes:

The Minutes from the January 17, 2023 meeting were approved with no corrections, by a motion made by John Zlomke and seconded by Jack Deon. Motion carried

- Open Forum: No Discussion

- Statistics

Public Transit

<i>Riders</i>	<i>Miles</i>	<i>Different Riders</i>	<i>Wheel Chair</i>	<i>Days</i>	
January	455	2285	62	8	18 3 snow days
February	429	1730	59	3	18 2 snow days
March	598	1580	76	12	23
Overall	1482	112 more riders less last quarter			
Average	494	37 more than last quarter			

Meals at Center

	<i>Congregate</i>	<i>Home Delivered Meals</i>	<i>Curb Side</i>	<i>Days</i>	
January	821	1239	470	18	3 snow days
February	854	1336	517	18	2 snow days
March	1068	1756	639	23	
Overall	2743	4331	1626		
Average	1023 (46 a day)		1443 (73 a day)	542 (28 a day)	
	5 less a day from quarter		2 more than previous	same as last quarter	

Total Meals January 2540 average 141 meals a day

Total Meals February 2707 average 150 meals a day

Total Meals March 3463 average 151 meals a day

Total meals 8,710

Total Average meals a day this quarter 148 2 less than last quarter

Average last year was 156 for this quarter.

Meals at Center (Congregate) Home Delivered Meals Curb Side Days

Average last year was 152 for this quarter

Old Business

- As soon as Mayor Linda Taylor takes to the council, Natalie Micky will replace Joe Rylan on Advisory Board.
- Transit Budget for 2023-2024 and 2024-2025 was submitted
- 5 snow Day this quarter.
- Beth is helping people with Medicare needs.
- Pressure bars on front doors were fixed.
- Fire alarm inspection was completed
- Freon was added to walk-in freezer
- Ice Machine broke down again. Estimate for new on is \$4,205.
- Automatic doors needed reset after power outage.

- Council approved Transit Title VI Handbook. This will be on a three year cycle.

Statistics

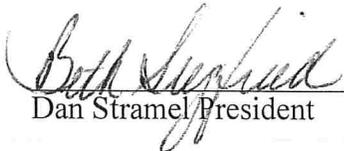
- Transit is seeing a large increase in ridership.
- Congregate Meal numbers are down

New Business

- Celebrating Transit in April.
- Tai Chi will be offered again for a six week session, hopefully better turn out with better weather
- Beth will attend SHIP update training in North Platte May 10th.
- Annual WCNA AAA audit will be May 18
- Beth and Mike will attend National Bus Roadeo in Oklahoma City in May 19-May 25
- Bob Allen resigned as Transit Driver, Advertising for new driver

A motion was made by Bob Pantenburg and seconded by Jack Deon to adjourn the meeting. Motion carried to adjourn the meeting at 10:50

The next meeting will be July 18, 2023



Dan Stramel President



John Zlomke Secretary

CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING

ITEM: 3.G.

APPROVE THE REQUEST FROM THE MCCOOK COMMUNITY FOUNDATION FUND TO CLOSE NORRIS AVENUE FROM THE NORTH SIDE OF "D" STREET TO THE SOUTH SIDE OF "E" STREET ON THURSDAY OCTOBER 12TH BETWEEN 4:00 P.M. AND 10:00 P.M. FOR THEIR COMMUNITY EVENT.

BACKGROUND:

This request is from the McCook Community Foundation Fund for the closing of Norris Avenue from the north side of "D" Street to the south side of "E" Street on Thursday October 12th from 4:00 p.m. to 10:00 p.m. for their community event.

The City Street Department will be providing cones for the closing of the alley.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

August 31, 2023



Nate Schneider, City Manager

August 31, 2023

potthoff@cityofmccook.com

From: Tricia Wagner <tricia@drivewagner.com>
Sent: Thursday, August 31, 2023 9:22 AM
To: admin@cityofmccook.com; Nate Schneider; Kyle Potthoff
Cc: linda taylor; Ronda Graff
Subject: 9/4 City Council Meeting

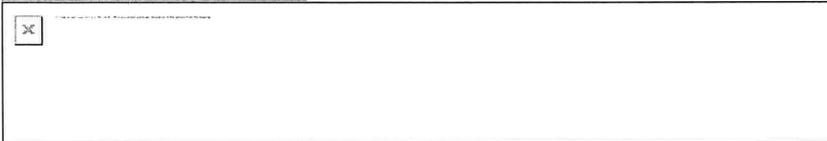
Hi all!

Sorry for the last minute request, but would it be possible to get on the agenda for the meeting on 9/4? The McCook Community Foundation Fund will be hosting a community event on October 12 from 5-9pm at Norris Alley and it's going to be big enough we'd like to block off Norris Ave from the south side of E street and the North side of D street from 4:30-10 pm.

Please let me know if you have any questions or need any more information.

Thank you!

Tricia Wagner
Guest Experience Manager
308-340-6732
www.DriveWagner.com



potthoff@cityofmccook.com

From: Tricia Wagner <tricia@drivewagner.com>
Sent: Thursday, August 31, 2023 9:23 AM
To: admin@cityofmccook.com; Nate Schneider; Kyle Potthoff
Cc: linda taylor; Ronda Graff
Subject: Re: 9/4 City Council Meeting

Apologies, 4-10pm would be the requested time. No intersections would be blocked off. Thank you!

Tricia Wagner
Guest Experience Manager
308-340-6732
www.DriveWagner.com



On Thu, Aug 31, 2023 at 9:22 AM Tricia Wagner <tricia@drivewagner.com> wrote:
Hi all!

Sorry for the last minute request, but would it be possible to get on the agenda for the meeting on 9/4? The McCook Community Foundation Fund will be hosting a community event on October 12 from 5-9pm at Norris Alley and it's going to be big enough we'd like to block off Norris Ave from the south side of E street and the North side of D street from 4:30-10 pm.

Please let me know if you have any questions or need any more information.

Thank you!

Tricia Wagner
Guest Experience Manager
308-340-6732
www.DriveWagner.com



**CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING**

ITEM: 3.H.

RECOMMENDATION:

AWARD THE BID FOR NORTH POINTE AND WEST C STREET PAVING AND UTILITIES PROJECT TO PAULSEN, INC. IN THE AMOUNT OF \$814,747.90, THAT BEING THE LOWEST BEST BID.

BACKGROUND

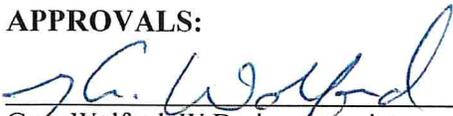
Two bids for the above project were received on August 29th and attached is the bid tabulation. As a reminder, the North Pointe portion of the project is the grading a paving of a portion of W 9th and W S Streets for Phase II of this residential addition. Included in the bid is the water and sewer to serve 17 residential lots. This portion of the project amounts to \$729,115.40 and is being paid for by the McCook Economic Development Corporation.

The West C Street portion of the project is paving about one block west of W 10th Street which serves Southwest Public Health. This portion of the project amounts to \$85,632.50 and would be paid for by Southwest Public Health Department. As this bid is higher than the estimate, SWPHD has asked for additional time to consider the bid and their funding. WDA had discussion with the low bidder, and if SWPHD decides they do not want to proceed with the project, we will simply reduce the quantities accordingly. Paulsen Inc will honor their unit prices.

As a final note, Paulsen, Inc. indicated they would start the work late this winter, probably February of 2024 depending on weather, and they would have all work completed by June 15, 2024.

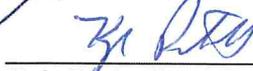
FISCAL IMPACT: None.

APPROVALS:



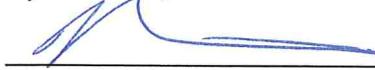
Greg Woford, W Design Associates

Date: 31 Aug 23



Kyle Pothoff, Public Works Director

Date: 8/31/23



Nate Schneider, City Manager

Date: 8-31-23

Detailed Bid Tabulation
City of McCook
North Pointe & West C St. Paving & Utilities Project
Bid Date: August 29,2023 @ 2:30 P.M.

			Myers Construction, Inc. 79849 Hwy 2 Broken Bow, NE 68822		Paulsen, Inc. 1116 East Highway 30 Cozad, NE 69130	
BASE BID						
Item	Est.	Quantity Units	Unit Price	Total Price	Unit Price	Total Price
1. Mobilization	1	L.S.	\$30,686.35	\$ 30,686.35	\$ 73,000.00	\$ 73,000.00
2. 6" Strippings	1,422	C.Y.	\$ 15.00	\$ 21,330.00	\$ 3.00	\$ 4,266.00
3. Excavation	2,836	C.Y.	\$ 9.00	\$ 25,524.00	\$ 3.00	\$ 8,508.00
4. Embankment	190	C.Y.	\$ 40.00	\$ 7,600.00	\$ 7.00	\$ 1,330.00
5. Waste	3,992	C.Y.	\$ 24.00	\$ 95,808.00	\$ 4.00	\$ 15,968.00
6. Remove Concrete Curb & Gutter	75	L.F.	\$ 17.00	\$ 1,275.00	\$ 7.00	\$ 525.00
7. Remove Concrete	63	S.Y.	\$ 21.00	\$ 1,323.00	\$ 15.00	\$ 945.00
8. Remove Asphalt	105	S.Y.	\$ 21.00	\$ 2,205.00	\$ 14.00	\$ 1,470.00
9. Build 36" Curb and Gutter - 6" Thick	2,628	L.F.	\$ 68.00	\$ 178,704.00	\$ 20.00	\$ 52,560.00
10. Build 4" Sidewalk - 5'-0" Wide	38	S.Y.	\$ 97.16	\$ 3,692.08	\$ 70.00	\$ 2,660.00
11. Build 6" Concrete Pavement	4,524	S.Y.	\$ 112.35	\$ 508,271.40	\$ 55.00	\$ 248,820.00
12. Detectable Warning Insert	20	S.F.	\$ 126.00	\$ 2,520.00	\$ 50.00	\$ 1,000.00
13. Adjust Manhole to Grade	3	Each	\$ 1,500.00	\$ 4,500.00	\$ 300.00	\$ 900.00
Bituminous Foundation Course 2"	5,382	S.Y.	\$ 10.40	\$ 55,972.80	\$ 14.00	\$ 75,348.00
14. Sand/Gravel	5,587	S.Y.	\$ 12.00	\$ 67,044.00	\$ 3.50	\$ 19,554.50
15. Subgrade Preparation	205	S.Y.	\$ 15.12	\$ 3,099.60	\$ 15.00	\$ 3,075.00
16. Build 6" Rock Drive	612	S.Y.	\$ 3.00	\$ 1,836.00	\$ 5.00	\$ 3,060.00
17. Salvage Gravel Street	3	Each	\$ 750.00	\$ 2,250.00	\$ 250.00	\$ 750.00
18. Adjust Water Valve to Grade	360	L.F.	\$ 29.78	\$ 10,720.80	\$ 40.00	\$ 14,400.00
19. New Water Services	16	Each	\$ 1,219.20	\$ 19,507.20	\$ 900.00	\$ 14,400.00
20. Curb Stop with Rod and Riser	16	Each	\$ 964.45	\$ 15,431.20	\$ 800.00	\$ 12,800.00
21. 1" Corporation Stop	3	Each	\$ 6,804.11	\$ 20,412.33	\$ 6,800.00	\$ 20,400.00
22. Fire Hydrant - 5'-0" Bury	6	Each	\$ 2,595.10	\$ 15,570.60	\$ 2,500.00	\$ 15,000.00
23. 6" Gate Valve with Riser	1,250	L.F.	\$ 94.34	\$ 117,925.00	\$ 55.00	\$ 68,750.00
24. 6" PVC Main with Tracer Wire	4	Each	\$ 1,299.15	\$ 5,196.60	\$ 950.00	\$ 3,800.00
25. Install 6" x 6" x 6" D.I. Tee	2	Each	\$ 471.48	\$ 942.96	\$ 600.00	\$ 1,200.00
26. Install 6" D.I. Plug	904	L.F.	\$ 113.79	\$ 102,866.16	\$ 79.00	\$ 71,416.00
27. 8" PVC Sewer Main	168	L.F.	\$ 79.10	\$ 13,288.80	\$ 50.00	\$ 8,400.00
28. 4" PVC Sewer Main	14	Each	\$ 755.06	\$ 10,570.84	\$ 400.00	\$ 5,600.00
29. Install 8" x 8" x 4" PVC Tee	4	Each	\$11,440.00	\$ 45,760.00	\$ 10,300.00	\$ 41,200.00
30. Install 48" Precast Manhole	1	Each	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00
31. Tap Existing Manhole	1	L.S.	\$ 5,500.00	\$ 5,500.00	\$ 8,300.00	\$ 8,300.00
32. Signs & Barricades	33,456	S.F.	\$ 0.50	\$ 16,728.00	\$ 0.40	\$ 13,382.40
33. Seeding Type A	400	S.F.	\$ 0.50	\$ 200.00	\$ 0.90	\$ 360.00
34. Seeding Type B						
Total Base Bid			\$ 1,415,761.72		\$ 814,747.90	
Addenda #1 & #2			Yes		Yes	
Start Date			Summer 2024		Later Winter 2024	
Completion Date			Late Fall 2024		June 15, 2024	
Bid Bond			Yes		Yes	

MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING

ITEM: 3.I.

Approve the application for a Special Designated Liquor License submitted by Dunn Enterprise, d/b/a Rocket Inn, Liquor License #C-123001, for a wedding reception to be held at the Red Willow County Fairgrounds Community Building, 1412 West 5th Street, on September 23, 2023 from 4:00 P.M. to 12:00 A.M.

BACKGROUND:

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 31, 2023



Tera Koetter, Assistant City Manager

August 31, 2023



Nathan A. Schneider, City Manager

August 31, 2023

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

Dunn Enterprise DBA Rocket Inn

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

117 4th Street Indianola NE 69034

Retail Liquor License Address or Non-Profit Business Address

123001

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

9/23/2023

Event Date(s):

Event Start Time(s):

4PM

Event End Time(s):

12am

Alternate Date:

Alternate Location Building & Address:

Event Building Name: McCook Community Building

Event Street Address/City: 1412 W 5th St, McCook, NE 69001

Indoor area to be licensed in length & width: 50 X 150

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

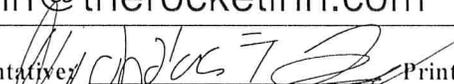
Type of Event: Wedding reception Estimate # of attendees: 150

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: Nicholas Dunn Event Contact Phone Number: 308-350-0696

Event Contact Email: Ndunn@therocketinn.com

*Signature Authorized Representative:  Printed Name: Nicholas Dunn

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

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

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

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

**CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 4.A Update regarding the swimming pool and ballpark projects.

BACKGROUND:

Staff would like to keep this item as a place keeper on the McCook City Council agendas while we work through the construction process for both the swimming pool and the ballpark.

APPROVALS:



Nathan A. Schneider, City Manager

August 30, 2023



Lea Ann Doak, City Clerk

August 30, 2023



Tera Koetter, Assistant City Manager

August 30, 2023

**CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING**

ITEM: 4.B.

Approve Ordinance No. 2023-3070 providing for the adoption of the budget for FY 2023/2024 on its second of three readings.

BACKGROUND:

Ordinance No. 2023-3070, on its second reading, provides for the adoption of the budget for Fiscal Year 2023/2024 after discussion and consideration by the Council.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 29, 2023



Tera Koetter, Assistant City Manager

August 29, 2023



Nathan A. Schneider, City Manager

August 29, 2023

ORDINANCE NO. 2023-3070

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

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

Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2023, through September 30, 2024. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of McCook. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and the County Clerk of Red Willow County, Nebraska, for use by the levying authority.

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

PASSED AND APPROVED THIS _____ day of _____, 2023.

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

ATTEST:

-s- Lea Ann Doak
City Clerk

**CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING**

ITEM: 4.C.

Approve Ordinance No. 2023-3071 providing for the adoption of the FY 2023/2024 Fiscal Year Employee Classification Pay Plan on its second of three readings.

BACKGROUND:

The attached ordinance provides for the adoption of the Employee Classification and Pay Plan for Fiscal Year 2023/2024.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 29, 2023



Tera Koetter, Assistant City Manager

August 29, 2023



Nathan A. Schneider, City Manager

August 29, 2023

ORDINANCE NO. 2023-3071

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2023/2024 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. The 2023/2024 Employee Classification and Pay Plan shall be and is hereby adopted. Said Classification and Pay Plan is incorporated herein by reference the same as if set out in full. A copy of the Classification and Pay Plan shall be on file in the office of the City Clerk and is available for public inspection at any reasonable time. (Ref. City of McCook Code of Ordinances, § 30.075).

SECTION 2. The Employee Classification and Pay Plan shall be effective October 1, 2023.

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

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

ATTEST:

-s- Lea Ann Doak
City Clerk

Publish:

**CITY OF MCCOOK
CLASSIFICATION AND PAY PLAN
FY 2023-2024**

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>			<u>12-MONTH ANNUAL RANGE</u>
(S1)	Pool Basket Help				
(S2T)	Temporary Seasonal - work less than 90-Days Part-Time Laborer Maintenance Man Part-Time Clerical	12.000	-	14.000	
(S4)	Pool Seasonal/Seasonal II Pool Manager Seasonal II Assistant Pool Manager Pool Guard	12.000	-	16.000	
		12.000	-	14.000	
		12.000	-	14.000	
(3P)	Permanent Part-Time (No annual range adjustment - employees eligible for annual COLA & merit) Part-Time Clerical Part-Time Transit Driver Senior Center Aide Part-Time Custodian/Maintenance	12.000	-	17.000	
(100)	Public Transportation Driver	14.097	-	19.943	29,322 - 41,480
(105)	Full-Time Custodial/Maintenance	14.542	-	21.838	30,248 - 45,424
(110)	Assistant Cook	14.872	-	19.553	30,935 - 40,669
(115)	Clerk II (Public Transit Dispatcher)	15.832	-	21.779	32,931 - 45,302

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>			<u>12-MONTH ANNUAL RANGE</u>
(120)	Head Cook	16.020	-	23.836	33,322 - 49,580
(125)	Laborer I Equipment Operator I	16.395	-	23.291	34,100 - 48,444
(130)	Transfer Station Assistant	16.667	-	21.644	34,667 - 45,020
(135)	Circulation Librarian	16.985	-	22.347	35,329 - 46,482
(140)	Public Safety Office Assistant Office Assistant	16.850	-	22.688	35,047 - 47,191
(145)	Disposal Plant Operator I	17.564	-	24.120	36,533 - 50,168
(150)	Catalogue/Media Librarian	17.766	-	23.336	36,954 - 48,538
(155)	Administrative Assistant	17.445	-	23.617	36,286 - 49,123
(160)	Laborer II	18.087	-	23.858	37,621 - 49,626
(165)	Equipment Operator II	18.030	-	24.131	37,503 - 50,193
(170)	Refuse Collection Driver	18.064	-	24.076	37,573 - 50,078
(175)	Utility Service Technician I	18.144	-	24.506	37,739 - 50,972
(180)	Juvenile Services Librarian	18.144	-	25.063	37,739 - 52,131
(185)	Disposal Plant Operator II	19.310	-	25.074	40,164 - 52,154
(190)	Assistant Mechanic	19.734	-	27.756	41,047 - 57,732
(195)	Chief Dispatcher	19.950	-	25.450	41,497 - 52,934

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>			<u>12-MONTH ANNUAL RANGE</u>
(200)	Equipment Operator III Tractor-Trailer Operator Financial Administrative Assistant E911 Office Coordinator	19.507	-	26.303	40,574 - 54,709
(205)	Utility Service Technician II	20.383	-	27.528	42,396 - 57,261
(210)	Cemetery Sexton	21.700	-	28.176	45,138 - 58,607
(215)	Disposal Plant Operator III Water Plant Operator I	21.054	-	28.212	43,791 - 58,680
(220)	Equipment Operator/Groundskeeper II - Parks Equipment Operator/Groundskeeper II - Street	21.041	-	28.641	43,765 - 59,574
(225)	Mechanic	20.803	-	29.085	43,270 - 60,497
(230)	Airport Maintenance Operator	25.117	-	32.308	52,243 - 67,202
(235)	Deputy City Clerk Human Resource Coordinator	21.791	-	33.436	45,326 - 69,923
(240)	Water Plant Operator II	24.291	-	32.630	50,526 - 67,870
(245)	Laborer Foreman	25.552	-	32.955	53,149 - 68,547
(250)	Building Inspector/Code Compliance Officer	26.620	-	35.060	55,370 - 72,924
(255)	Police Sergeant (42 hour) Sergeant/Patrol Supervisor	27.154	-	36.198	59,305 - 79,055

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>			<u>12-MONTH ANNUAL RANGE</u>
(260)	Library Director Senior Services Director Public Works Superintendent Solid Waste Superintendent Wastewater Superintendent Water Superintendent	30.073	-	39.027	62,553 - 81,176
(265)	City Clerk/Treasurer Assistant City Manager	32.994	-	47.094	68,626 - 97,955
(270)	Utilities Director	37.038	-	49.786	77,039 - 103,553
(275)	Public Works Director	37.947	-	52.092	78,930 - 108,351
(280)	Fire Chief Chief of Police	38.209	-	51.592	79,474 - 107,311

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

Police Officers/Detectives/Dispatchers - Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
10/1/2023 - 9/30/2024								
Police Officers	\$ 22.110	\$ 23.051	\$ 24.088	\$ 25.171	\$ 26.304	\$ 27.619	\$ 29.001	\$ 30.451
Detectives	\$ 25.128	\$ 26.133	\$ 27.178	\$ 28.266	\$ 29.396	\$ 30.573	\$ 31.949	\$ 33.465
Dispatchers	\$ 18.084	\$ 18.703	\$ 19.344	\$ 20.010	\$ 20.698	\$ 21.433	\$ 22.197	\$ 23.030

Firefighter/Paramedic - Union Contract 4%

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2023 - 9/30/2024	\$ 17.636	\$ 18.371	\$ 18.896	\$ 19.561	\$ 20.262	\$ 20.952	\$ 21.689	\$ 22.444	\$ 23.228	\$ 24.036	\$ 24.879

The pay grid above is for figherfighters/paradedics. New employees hired as firefighter/AEMT will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT will receive 12.5% less than the salaries shown on this pay grid. New employees hired as firefighters will receive 12.5% less than firefighter/EMT based on the salaries shown on this pay grid.

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

Firefighter/Paramedic (40 hour work week) - Union Contract 4%

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2023 - 9/30/2024	\$ 24.688	\$ 25.720	\$ 26.450	\$ 27.385	\$ 28.368	\$ 29.332	\$ 30.366	\$ 31.422	\$ 32.517	\$ 33.654	\$ 34.831

The pay grid above is for figherfighters/paradedics. New employees hired as firefighter/AEMT will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT will receive 12.5% less than the salaries shown on this pay grid. New employees hired as firefighters will receive 12.5% less than firefighter/EMT based on the salaries shown on this pay grid.

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

Firefighter/Paramedic - Union Contract 4.5%

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2023 - 9/30/2024	\$ 17.721	\$ 18.459	\$ 18.987	\$ 19.655	\$ 20.360	\$ 21.053	\$ 21.793	\$ 22.552	\$ 23.340	\$ 24.152	\$ 24.998

The pay grid above is for figherfighters/paradedics. New employees hired as firefighter/AEMT will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT will receive 12.5% less than the salaries shown on this pay grid. New employees hired as firefighters will receive 12.5% less than firefighter/EMT based on the salaries shown on this pay grid.

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

Firefighter/Paramedic (40 hour work week) - Union Contract 4.5%

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2023 - 9/30/2024	\$ 24.806	\$ 25.844	\$ 26.577	\$ 27.517	\$ 28.504	\$ 29.473	\$ 30.512	\$ 31.573	\$ 32.673	\$ 33.816	\$ 34.998

The pay grid above is for figherfighters/paradedics. New employees hired as firefighter/AEMT will receive 7.5% less than the salaries shown on this grid. New employees hired as firefighters/EMT will receive 12.5% less than the salaries shown on this pay grid. New employees hired as firefighters will receive 12.5% less than firefighter/EMT based on the salaries shown on this pay grid.

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

**CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING**

ITEM: **4.D.**

Approve Ordinance No. 2023-3072 providing for the amendment of Appendix F, Solid Waste collection Fees of the City of McCook Code of Ordinances on its second of three readings.

BACKGROUND:

Please refer to the attached City Manager's Report prepared for the August 21, 2023 meeting.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 31, 2023

**CITY MANAGER'S REPORT
AUGUST 21, 2023 CITY COUNCIL MEETING**

ITEM: 4.E.

RECOMMENDATION:

**INTRODUCE ON FIRST READING ORDINANCE NO. 2023-3072
PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE
COLLECTION FEES OF THE CITY MCCOOK CODE OF ORDINANCES
AND APPROVE**

BACKGROUND:

This Ordinance provides for the increase to the solid waste collection fees as included in the proposed FY 2023-2024 budget.

As we all know, fuel prices are continuing to increase. The Transfer Station, in particular, the hauling segment of our operation utilizes a substantial amount of fuel. The Transfer Station hauls, on average, 4 semi loads of solid waste to J Bar J Landfill which is near Ogallala per day Monday thru Thursday. We occasionally haul additional loads on Friday and/or Saturday, depending on the amount of solid waste that is brought in each day. The landfill is located approximately 105 miles north/northwest of McCook making each roundtrip approximately 210 miles.

The solid waste that is received at the Transfer Station consists of both commercial waste and residential waste. The commercial waste makes up approximately 77% of all waste received at the Transfer Station, with residential waste making up the remaining 23%.

The fee for Residential Trash Collection will increase from \$26.25 to \$27.25 per month which includes a \$2.00/month recycling fee to help support the recycling program. The last increase was in October 2022 where the fee increased from \$24.50/month to \$26.25/month.

The fee for Household/Commercial Waste will increase from \$77.00/ton to \$83.00/ton. The last increase was in October 2022 where the fee increased from \$67.00 to \$77.00.

This Ordinance also includes a fee of \$6.00/month for the yard waste collection service. This service is provided beginning in April and running thru November. It includes the weekly pickup up of grass and leaves that are placed in a city provided roll out container. This service had its first increase since April 2002 last year. That increase was \$1.00/month.

FISCAL

IMPACT: None.

APPROVALS:



Kyle Potthoff, Public Works Director

August 16, 2023



Nate Schneider, City Manager

August 16, 2023

ORDINANCE NO. 2023-3072

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2022-3048 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

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

**APPENDIX F: SOLID WASTE COLLECTION FEES
SOLID WASTE COLLECTION FEES**

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

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

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

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

Household/Commercial Waste No Yard Waste	\$.041500 per pound (\$83.00 per ton) minimum charge - \$5.00
Yard Waste Only	\$.012675 per pound (\$25.35 per ton) minimum charge - \$5.00
Non Solid Waste Scale Fee	\$5.00

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

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

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

(1) All residential units within the corporate City Limits shall be charged a monthly solid waste collection/disposal fee of \$25.25 and a monthly recycling fee of \$2.00.

(2) All residential units within the corporate City Limits may request an additional container to be used for yard waste only, and shall be charged a monthly disposal fee of \$6.00 per month, effective April 1, 2024, during those months that yard waste is banned from Landfills.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. This ordinance shall take effect and be in full force October 1, 2022 and from and after its passage, approval and publication in pamphlet form according to law.

PASSED AND APPROVED THIS _____ day of _____, 2023.

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

ATTEST:

-s- Lea Ann Doak
City Clerk

**CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING**

ITEM: 4.E.

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

BACKGROUND:

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

Restricted funds are defined as:

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

Allowable Increases:

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

CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING
Page - 2

Attachment #1 is a copy of form LC-3 Supporting Schedule which shows the preliminary Calculation of Restricted Funds and the Total Unused Restricted Funds Authority (page 9),

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

FISCAL
IMPACT: None.

APPROVALS:



Lea Ann Doak, City Clerk

August 31, 2023



Tera Koetter, Assistant City Manager

August 31, 2023



Nathan A. Schneider, City Manager

August 31, 2023

ATTACHMENT

#1

McCook in Red Willow County

2023-2024 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$	1,897,419.33
Motor Vehicle Pro-Rate	(2)	\$	5,000.00
In-Lieu of Tax Payments	(3)	\$	110,000.00
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.			
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))		\$	640,000.00
LESS: Amount Spent During 2022-2023	(4)	\$	640,000.00
LESS: Amount Expected to be Spent in Future Budget Years	(5)	\$	-
Amount to be included as Restricted Funds (Cannot Be A Negative Number)	(6)	\$	-
Motor Vehicle Tax	(7)	\$	170,000.00
Local Option Sales Tax	(8)	\$	3,866,664.00
Transfers of Surplus Fees	(9)	\$	955,000.00
Highway Allocation and Incentives	(10)	\$	1,164,694.00
Motor Vehicle Fee	(11)	\$	70,000.00
Municipal Equalization Fund	(12)	\$	448,000.00
Insurance Premium Tax	(13)	\$	-
Nameplate Capacity Tax	(14)	\$	-
TOTAL RESTRICTED FUNDS (A)	(15)	\$	8,686,777.33

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)		\$	640,000.00
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)	(17)	\$	-
Agrees to Line (6).	(18)	\$	-
Allowable Capital Improvements	(19)	\$	640,000.00
Bonded Indebtedness	(20)	\$	966,664.00
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)		
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$	211,560.00
Public Safety Communication Project (Statute 86-416)	(23)		
Benefits Paid Under the Firefighter Cancer Benefits Act	(24)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(25)		
Judgments	(26)		
Refund of Property Taxes to Taxpayers	(27)		
Repairs to Infrastructure Damaged by a Natural Disaster	(28)		
TOTAL LID EXCEPTIONS (B)	(28)	\$	1,818,224.00

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)		\$	6,868,553.33
<i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>			

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

McCook
IN
Red Willow County

LID COMPUTATION FORM FOR FISCAL YEAR 2023-2024

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

Prior Year Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form 7,281,805.23
Option 1 - (Line 1)

OPTION 2

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

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

Allowable Percent Increase **Less** Vote Taken (Prior Year Lid Computation Form Line (6) - Line (5)) %
Option 2 - (B)

Dollar Amount of Allowable Increase Excluding the vote taken Line (A) times Line (B) -
Option 2 - (C)

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

CURRENT YEAR ALLOWABLE INCREASES

1 BASE LIMITATION PERCENT INCREASE (2.5%) 2.50 %
(2)

2 ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5% - %
(3)

$\frac{5,061,473.00}{2023 \text{ Value Attributable to Growth per Assessor}} \div \frac{493,894,328.00}{2022 \text{ Valuation}} = \frac{1.02}{\text{Multiply times 100 To get \%}}$ %

3 ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE 1.00 %
(4)

$\frac{5}{\# \text{ of Board Members voting "Yes" for Increase}} \div \frac{5}{\text{Total \# of Members in Governing Body at Meeting}} = \frac{100.00}{\text{Must be at least 75\% (.75) of the Governing Body}}$ %

ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.

4 SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE %
(5)

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

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

Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6) 254,863.18
(7)

Total Restricted Funds Authority = Line (1) + Line (7) 7,536,668.41
(8)

Less: Restricted Funds from Lid Supporting Schedule 6,868,553.33
(9)

Total Unused Restricted Funds Authority = Line (8) - Line (9) 668,115.08
(10)

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

ATTACHMENT

#2

Budget Form Instructions

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

12. **Lid Supporting Schedule**

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

Restricted Funds

- As the limitation is on “budgeted” restricted funds, you need to compare the current budgeted amount to the prior year actual amount when budgeting these receipts on page 2.
- State Statute Section 13-518 defines restricted funds as:
 - Property Tax – Includes Real Estate and Personal Property
 - Payments In Lieu of Property Tax
 - Local Option Sales Tax
 - Motor Vehicle Tax
 - State Aid (see Section 13-518(7))
 - All governmental units - aid paid pursuant to section 60-3,202 (Pro-Rate Motor Vehicle) and 77-3523 (Homestead Exemption). *Note: Homestead Exemption should not be budgeted as a separate line item. It is included within Property Tax.*
 - Community Colleges - aid paid pursuant to Community College Aid Act (section 85-2231 to 85-2237).
 - Educational Service Units - State aid appropriated under section 79-1241 (Aid for Core Services and Technology Infrastructure).
 - Local Public Health Departments - aid as distributed under section 71-1628.08 (County Public Health Aid).
 - Municipalities – aid paid pursuant to sections 39-2501 through 39-2520 (Highway Allocation and Incentive Payments), 60-3,190 (Motor Vehicle Fee), 77-27,139.04 (Municipal Equalization Aid), and insurance premium tax.
 - Counties - aid paid pursuant to sections 60-3,190 (Motor Vehicle Fee), 77-27,223 through 77-27,227 (License or Occupation Tax), 29-3933 (Indigent Defense Services), and insurance premium tax.
 - Surplus Fees
 - The transfer of a user fee, permit fee or regulatory fee which is used to fund a service or function not directly related to the earning of that fee. *Surplus Fees can be used for other functions without being transferred to another fund.*
 - Prior Year Budgeted Capital Improvements that were used as a lid exception on LID Supporting Schedule, but were not spent and are not expected to be spent for capital improvements.
- **All amounts should agree to the amounts budgeted to be received on page 2.**

Lid Exceptions

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

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

- i. Acquisition of real property (land/buildings).
- ii. Improvements on real property.

Retirement of Bonded Debt

Budget Form Instructions

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

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

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

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

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

Property Tax Refunds

Firefighter Cancer Benefits. Restricted funds budgeted to pay benefits under the Firefighter Cancer Benefits Act (State Statute Section 35-1002 to 35-1010).

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

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

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

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

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

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

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

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

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

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

Budget Form Instructions

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

Line (A) – Line (1) of last year’s Lid Computation Form.

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

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

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

- **Allowable Increases**

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

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

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

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

Townhall Meeting - In lieu of the election procedures, any governmental unit may exceed the allowable growth percentage by an amount approved by a majority of legal voters at a meeting of the residents. **Increased authority obtained from a townhall meeting is for one year only. Option 2 must be used on next year’s Lid Computation Form.** The following requirements must be met to obtain increased authority at a townhall meeting.

- Notice of the meeting must be published at least 20 days prior to the meeting.
- At least 10% of the registered voters shall constitute a quorum for purposes of taking action.
- If a majority of the registered voters at the meeting vote in favor of exceeding the lid, a copy of the record of that action shall be forwarded to the Auditor of Public Accounts along with the budget document.
- A record shall be made of the registered voters residing in the political subdivision or village who are present at the meeting. The method of voting at the meeting shall protect the secrecy of the ballot.

- **Unused Restricted Funds Authority**

The total unused restricted funds authority is calculated on the lid computation form.

- Must be greater than or equal to zero.
- Must be included in the Notice of Budget Hearing.

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

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

- The Auditor shall notify the governing body of this determination and notify the State Treasurer of the noncompliance.

**CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING**

ITEM:

- 4.F.** Approve Employment Agreement with City Manager Nathan A. Schneider and authorize the Mayor to sign.
- 4.G.** Introduce and approve under suspension of the rule, Ordinance No. 2023-3073 setting the salary and compensation of City Manager Nathan A. Schneider.
-

BACKGROUND:

Attached are copies of the proposed Employment Agreement and proposed Ordinance No. 2023-3073.

The ordinance can be approved under suspension of the rule since all items included in the ordinance were approved by the Council in the Employment Agreement.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 31, 2023

ORDINANCE NO. 2023-3073

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

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

SECTION 1. From and after October 1, 2023, the City Manager of the City of McCook, Nebraska shall receive for his base annual (12 month) salary \$133,210, plus 1% longevity \$1,332, for a gross annual (12 month) salary \$134,542 said salary to be paid bi-weekly; retirement benefit of 7% of his salary; and other benefits as shall be determined by the City Council of the City of McCook.

SECTION 2. The City Manager's employment agreement executed September 5, 2023, and effective October 1, 2023, includes these provisions.

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

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

PASSED AND APPROVED THIS 5th day of September, 2023.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk

Current Base Salary	\$124,496
4.5% COLA	\$ 5,602
<u>2½% Merit</u>	<u>\$ 3,112</u>
New Base	\$133,210
<u>1% Longevity</u>	<u>\$ 1,332</u>
Gross Annual	<u>\$134,542</u>

Publish:

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of September, 2023, by and between the City of McCook, Nebraska, a municipal corporation, hereinafter called the "City", and Nathan A. Schneider, hereinafter called the "City Manager", both of whom understand and agree to the following:

WITNESSETH:

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

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

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

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

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

SECTION 1. DUTIES

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

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

SECTION 2. TERM

The term of this Agreement shall commence on the 1st day of October, 2023, and shall supersede the Agreement of May 8, 2014. The City Manager shall be an “at will” employee, and shall serve at the pleasure of the City Council, without specific term or tenure.

SECTION 3. SALARY

The City agrees to pay the City Manager for his services a base annual salary of \$133,210 plus longevity of \$1,332, for a gross annual salary of \$134,542, payable in equal bi-weekly installments.

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

The City Council shall review the City Manager’s salary and benefits at a convenient date and time near July 1, 2024, and determine whether to take action to adjust the compensation of the City Manager. Annual performance evaluations, and salary reviews shall be scheduled at approximately twelve-month intervals thereafter.

SECTION 4. HOURS OF WORK

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

SECTION 5. AUTOMOBILE

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

shall provide the City with a Certificate of Insurance.

SECTION 6. DUES, SUBSCRIPTIONS AND MEMBERSHIPS

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

SECTION 7. CELL PHONE (SMART PHONE) PROVISION

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

SECTION 8. CONFERENCES

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

SECTION 9. VACATION

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

SECTION 10. SICK LEAVE

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

SECTION 11. OTHER TYPES OF LEAVE

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

SECTION 12. HEALTH AND DENTAL INSURANCE

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

SECTION 13. GROUP LIFE INSURANCE

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

SECTION 14. RETIREMENT

In addition to the salary paid by the City to the City Manager, the City agrees to pay an amount equal to seven percent (7%) of the City Manager's gross salary into a qualified retirement plan on the City Manager's behalf. The plan to be used shall be selected by the City Manager. The City Manager shall advise the City of his selection upon commencing employment so that any necessary participation agreements may be completed prior to payroll. The City Manager shall be responsible for all administrative, or custodial charges made by the plan.

SECTION 15. LONGEVITY

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

SECTION 16. PERFORMANCE EVALUATION

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

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

SECTION 17. TERMINATION OR DISCHARGE

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

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

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

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

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

SECTION 18. DEFENSE AND INDEMNIFICATION

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

SECTION 19. GENERAL PROVISIONS

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

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

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

CITY OF MCCOOK

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk

CITY MANAGER

Nathan A. Schneider

**CITY MANAGER'S REPORT
SEPTEMBER 5, 2023 CITY COUNCIL MEETING**

ITEM:

- 4.F.** Approve Employment Agreement with City Manager Nathan A. Schneider and authorize the Mayor to sign.
- 4.G.** Introduce and approve under suspension of the rule, Ordinance No. 2023-3073 setting the salary and compensation of City Manager Nathan A. Schneider.
-

BACKGROUND:

Attached are copies of the proposed Employment Agreement and proposed Ordinance No. 2023-3073.

The ordinance can be approved under suspension of the rule since all items included in the ordinance were approved by the Council in the Employment Agreement.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

August 31, 2023

ORDINANCE NO. 2023-3073

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

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

SECTION 1. From and after October 1, 2023, the City Manager of the City of McCook, Nebraska shall receive for his base annual (12 month) salary \$133,210, plus 1% longevity \$1,332, for a gross annual (12 month) salary \$134,542 said salary to be paid bi-weekly; retirement benefit of 7% of his salary; and other benefits as shall be determined by the City Council of the City of McCook.

SECTION 2. The City Manager's employment agreement executed September 5, 2023, and effective October 1, 2023, includes these provisions.

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

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

PASSED AND APPROVED THIS 5th day of September, 2023.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk

Current Base Salary	\$124,496
4.5% COLA	\$ 5,602
<u>2½% Merit</u>	<u>\$ 3,112</u>
New Base	\$133,210
<u>1% Longevity</u>	<u>\$ 1,332</u>
Gross Annual	<u>\$134,542</u>

Publish:

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of September, 2023, by and between the City of McCook, Nebraska, a municipal corporation, hereinafter called the "City", and Nathan A. Schneider, hereinafter called the "City Manager", both of whom understand and agree to the following:

WITNESSETH:

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

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

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

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

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

SECTION 1. DUTIES

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

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

SECTION 2. TERM

The term of this Agreement shall commence on the 1st day of October, 2023, and shall supersede the Agreement of May 8, 2014. The City Manager shall be an “at will” employee, and shall serve at the pleasure of the City Council, without specific term or tenure.

SECTION 3. SALARY

The City agrees to pay the City Manager for his services a base annual salary of \$133,210 plus longevity of \$1,332, for a gross annual salary of \$134,542, payable in equal bi-weekly installments.

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

The City Council shall review the City Manager’s salary and benefits at a convenient date and time near July 1, 2024, and determine whether to take action to adjust the compensation of the City Manager. Annual performance evaluations, and salary reviews shall be scheduled at approximately twelve-month intervals thereafter.

SECTION 4. HOURS OF WORK

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

SECTION 5. AUTOMOBILE

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

shall provide the City with a Certificate of Insurance.

SECTION 6. DUES, SUBSCRIPTIONS AND MEMBERSHIPS

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

SECTION 7. CELL PHONE (SMART PHONE) PROVISION

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

SECTION 8. CONFERENCES

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

SECTION 9. VACATION

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

SECTION 10. SICK LEAVE

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

SECTION 11. OTHER TYPES OF LEAVE

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

SECTION 12. HEALTH AND DENTAL INSURANCE

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

SECTION 13. GROUP LIFE INSURANCE

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

SECTION 14. RETIREMENT

In addition to the salary paid by the City to the City Manager, the City agrees to pay an amount equal to seven percent (7%) of the City Manager's gross salary into a qualified retirement plan on the City Manager's behalf. The plan to be used shall be selected by the City Manager. The City Manager shall advise the City of his selection upon commencing employment so that any necessary participation agreements may be completed prior to payroll. The City Manager shall be responsible for all administrative, or custodial charges made by the plan.

SECTION 15. LONGEVITY

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

SECTION 16. PERFORMANCE EVALUATION

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

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

SECTION 17. TERMINATION OR DISCHARGE

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

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

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

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

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

SECTION 18. DEFENSE AND INDEMNIFICATION

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

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

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

CITY OF MCCOOK

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk

CITY MANAGER

Nathan A. Schneider