

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, September 16, 2024
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Jeff Kelley, Memorial Methodist Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.
2. Proclamations.
 - A. Approve a proclamation designating September 17 through 23, 2024 as “Constitution Week” and authorize the Mayor to sign.
3. Public Hearings.
 - A. Public Hearing - Regarding the request from Josiane Dominguez to move a house owned by Michael and Linda Nielsen from 409 West 1st Street to 72052 N US Hwy 83, said property located outside the limits of the City of McCook, Nebraska, as well as the City’s extraterritorial jurisdiction.
 1. Adjourn the Public Hearing.
 - B. Conditionally approve the request from Josiane Dominguez to move a house owned by Michael and Linda Nielsen from 409 West 1st Street to 72052 N US Hwy 83, said property located outside the limits of the City of McCook, Nebraska, as well as outside City’s extraterritorial jurisdiction.
 - C. Public Hearing - Regarding modifications to McCook Zoning Ordinance No. 2016-2929, Article 3 - Definitions, adding Shouse, prohibiting Shouse in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M), and Article 11 - Residential High Density District (RH); reducing the maximum height provision for accessory buildings from 35 feet to 25 feet in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M) and Article 11 - Residential High Density District (RH); and amending accessory buildings maximum height

requirement in Article 21 - Supplementary District Regulations, Section 2103 from 20 feet to 25 feet.

1. Adjourn the Public Hearing.
- D. Consider Ordinance No. 2024-3090 implementing modifications to McCook Zoning Ordinance No. 2016-2929.
 1. Chairperson asks Clerk to read Ordinance No. 2024-3090 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. 2024-3090.
 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
- E. Public Hearing - consider the 2025 McCook Plan of Street Improvements.
 1. Adjourn the Public Hearing.
- F. Adopt Resolution No. 2024-25 approving the 2025 McCook Plan of Street Improvements.
4. Consent Agenda.

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

 - A. Approve the minutes of the September 3, 2024 regular City Council meeting and the September 3, 2024 Budget Hearing.
 - B. Approve and authorize the Mayor Linda Taylor to sign a Memorandum of Understanding between the City of McCook and the McCook Professional Firefighters Association, Local 2100, allowing for one additional floating holiday to be added to the controlling collective bargaining agreement and amending the collective bargaining unit's contractual pay grid to reflect the finds in the recently completed wage study.
 - C. Declare the abandoned, unclaimed, surplus vehicles and property as surplus city property to be disposed of in the appropriate legal manner.
 - D. Receive and file an Agreement for the Provision of Limited Professional Services with Miller & Associates, Consulting Engineers, P.C., for the purpose of developing a Redevelopment Plan and assisting with the preparation of Funding Application for the Municipal Infrastructure Aid Program (MIAP) for a Sportsplex in the City of McCook.
 - E. Approve Resolution No. 2023-24 adopting the First Amendment to the City of McCook, Nebraska Firefighters Retirement, said amendment is to adopt certain changes enacted under the Cities of the First Class Firefighters Retirement Act, and to adopt other changes required by applicable law.
 - F. Approve Resolution No. 2024-20 amending and updating the City of McCook's employee handbook to include one additional floating holiday in Section 7.12 - Holidays.
 - G. Receive and file the claims for the month of August 2024, published September 12, 2024.

- H. Approve Resolution No. 2024-26 authorizing the Mayor to sign the 2024 Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standards.
 - I. Receive and file the Financial Report for the period ending August 31, 2024.
 - J. Approve the Grant of License with Kyle Dellevoet (owner) and Nicholas Wright (owner under contract) for the use of a portion of City of McCook property located in Lot 1, Block 7, Second Addition to the City of McCook, Red Willow County, Nebraska, for the purpose of installing a 6' wood privacy fence and authorize the Mayor to sign.
5. Regular Agenda.
- A. Presentation from Erica Bush with WCNDD (West Central Nebraska Development District) in regards to properties in their designated area that should be declared a nuisance, properties that should be rescinded from previous declaration of nuisance, and properties that need abatement.
 - B. Approve Resolution No. 2024 -21 approving the designation of nuisance properties as deemed by WCNDD and as declared in the Resolution.
 - C. Approve Resolution No. 2024-22 approving the rescinding a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.
 - D. Approve Resolution No. 2024-23 approving the rescinding of a portion of Resolution No. 2024-17 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.
 - E. Approve WCNDD's Motion to Abate for the properties located at 1110 West 13th, McCook, NE, 1401 West "M", McCook, NE, 1111 West 12th, McCook, NE, and 1201 West 13th, McCook, NE be abated.
 - F. Ordinance No. 2024-3085 providing for the adoption of the budget for FY 2024/2025.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2024-3085 upon its third and final reading.
 - 3. Chairperson declaration after vote and passage, if approved.
 - G. Ordinance No. 2024-3086 providing for the adoption of the FY 2024/2025 Fiscal Year Employee Classification Pay Plan.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2024-3086 upon its third and final reading.
 - 3. Chairperson declaration after vote and passage, if approved.
 - H. Ordinance No. 2024-3088 providing for the amendment of Chapter 38: Appendix E, Water Department Rates and Fees.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider approval of Ordinance No. 2024-3088 upon its second of three readings.
 - I. Ordinance No. 2024-3089 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.

1. Chairperson asks Clerk to read Ordinance by title.
 2. Consider approval of Ordinance No. 2024-3089 upon its second of three readings.
- J. Ordinance No. 2024-3087 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. 2024-3087 upon its second of three readings.
- K. Consider Ordinance No. 2024-3091 setting the salary and compensation of City Manager Nathan A. Schneider.
1. Chairperson asks Clerk to read Ordinance No. 2024-3091 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. 2024-3091.
 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
- L. Council Comments.
- Adjournment.

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING**

ITEM: **2.A.** Approve a proclamation designating September 17 through 23, 2024 as "Constitution Week" and authorize the Mayor to sign.

BACKGROUND:

This proclamation is being presented at the request of Shannon Corder on behalf of the Thirty-Seventh Star Chapter of the Daughters of the American Revolution.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 11, 2024



Tera Koetter, Assistant City Manager

September 11, 2024



Nathan A. Schneider, City Manager

September 11, 2024

*Office of the Mayor
McCook, Nebraska*

Proclamation

"CONSTITUTION WEEK"

September 17 through September 23, 2024

WHEREAS, September 17, 2024 marks the 237th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, every anniversary of the Constitution provides an historic opportunity for all Americans to learn about and to reflect upon the rights and privileges of citizenship and its responsibilities; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 - 23 as Constitution Week.

NOW, THEREFORE BE IT RESOLVED, I, Linda Taylor, Mayor of the City of McCook, Nebraska hereby proclaim the week of September 17 - 23, 2024 as "CONSTITUTION WEEK" and urge all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

Dated this 16th day of September, 2024.

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

Linda Taylor, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING**

- ITEM: **3.A.** Public Hearing – Regarding the request from Josiane Dominguez to move a house owned by Michael and Linda Nielsen from 409 West 1st Street to 72052 N. US Hwy. 83, said property located outside the limits of the City of McCook, Nebraska, as well as outside the City's extraterritorial jurisdiction.
- ITEM: **3.B.** Conditionally approve the request from Josiane Dominguez to move a house owned by Michael and Linda Nielsen from 409 West 1st Street to 72052 N. US Hwy. 83, said property located outside the limits of the City of McCook, Nebraska, as well as outside the City's extraterritorial jurisdiction.
-

BACKGROUND:

Josiane Dominguez has filed a structure moving application with the City of McCook, requesting that a house be moved from 409 W. 1st Street to 72052 N. US Hwy. 83. The application describes the proposed route and provides information regarding the request. A majority of the required supplemental material is included with the application. The Public Works Director and W Design have no concern with the proposed route, the street condition or the weight of the structure to be moved. The application approval is contingent upon the verification of the utilities involved with the route the structure will be moved upon. The verification is subject to the approval of the Building Inspector. The Building Inspector will also approve the license and insurance requirements for the company responsible for the house move.

FISCAL

IMPACT: None.

APPROVALS:


Barry Mooney, Building Inspector

September 12, 2024


Lea Ann Doak, City Clerk

September 12, 2024


Tera Koetter, Assistant City Manager

September 12, 2024


Nathan A. Schneider, City Manager

September 12, 2024

EXHIBIT #1

PAGE(S) - 1

NOTICE OF HEARING

A public meeting will be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, at 5:30 o'clock P.M., on the 16th day of September, 2024 for the purpose of conducting a hearing to consider the request from Michael & Linda Nielsen, land owners, Josiane K. Dominguez, applicant, to move a structure, currently located at 409 West 1st Street, to 72052 US Hwy 83, said property located outside the limits.

-s- Lea Ann Doak
City Clerk-Treasurer

Publish: September 6, 2024

EXHIBIT #2

PAGE(S) - 1



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

Structure Moving Application

Reviewed by Staff _____
 Hearing Held _____
 Reviewed by Council _____
 Application Granted _____ Denied _____
 Building Permit No. _____
 Signed: _____
 Permit Fee: \$100.00

Applicant Information

Name: JOSIANE K. DOMINGUEZ Address: 3864 RAVENSWOOD Rd
 City/State/Zip: McCook, NE 69001 Phone: 303-503-3405
 Email address: jkd@mccook@gmail.com
 Current Building Location (Address) 409 W. 1st McCook, NE 69001
 (Legal Description) 1/1 672 Sq Ft House

Proposed Location (Address) 72052 N. US Hwy 83, McCook, NE 69001
 (Legal Description) Tract 1: Township 4 North Range 29 west of the 6th M. Red Willow county
Tract 2: township 4 North Range 29 west of the 6th M. Red Willow county.
 Current Use of Building: VACANT PROPERTY Estimated Age of Building: 1910

Do you currently own this Building? Yes No
 If not, current owner: MIKE & LINDA NIELSON
 Do you currently own the Proposed Lot? Yes No
 If not, current owner: McCOOK Hosp. 4A1

Moving Contractor Information

Business name: Star Moving Address: P.O. Box 339 Grant NE
 City/State/Zip: Grant, Nebraska 69140 Phone: 308-352-6579 09740
 Email address: gerald@starhousemoving.com
 Is the Contractor licensed? Yes No

Describe the route by which the building will be moved: West 1st Street to B, West to
83 north, north on 83 straight on 83 to 72052 N. Hwy 83
McCook, NE 69001

EXHIBIT #3

Will power lines need to be moved? Yes No - pushed up
 Will telephone lines need to be moved? Yes No - ~~pushed up~~ 2 in way maybe
 Will CATV lines need to be moved? Yes No - most pushed up - may splice one - ~~may not~~ cut
 Will tree limbs need to be cut? Yes No
 Will lawns or shrubs be affected? Yes No
 MPPD - nothing

Total estimated cost of the move; include moving, repairs, remodeling, temporary utility relocations, site improvements, etc. \$ 13,500-14,500

Does application comply with the City Code and Council policies? Yes No

Approx. weight of house is 80,000 lbs.

If not, state exceptions: _____

TERMITE INSPECTION

You are required to have the building inspected for termites as a part of this application. Please attach a copy of the report.
 exterminator mentioned termites don't travel with structure

BUILDING INSPECTION REPORT

Each building to be moved shall be inspected by a Certified Inspector as a part of this application. A copy of the report must be attached.
 T Pinal Construction

PICTURES OF STRUCTURE

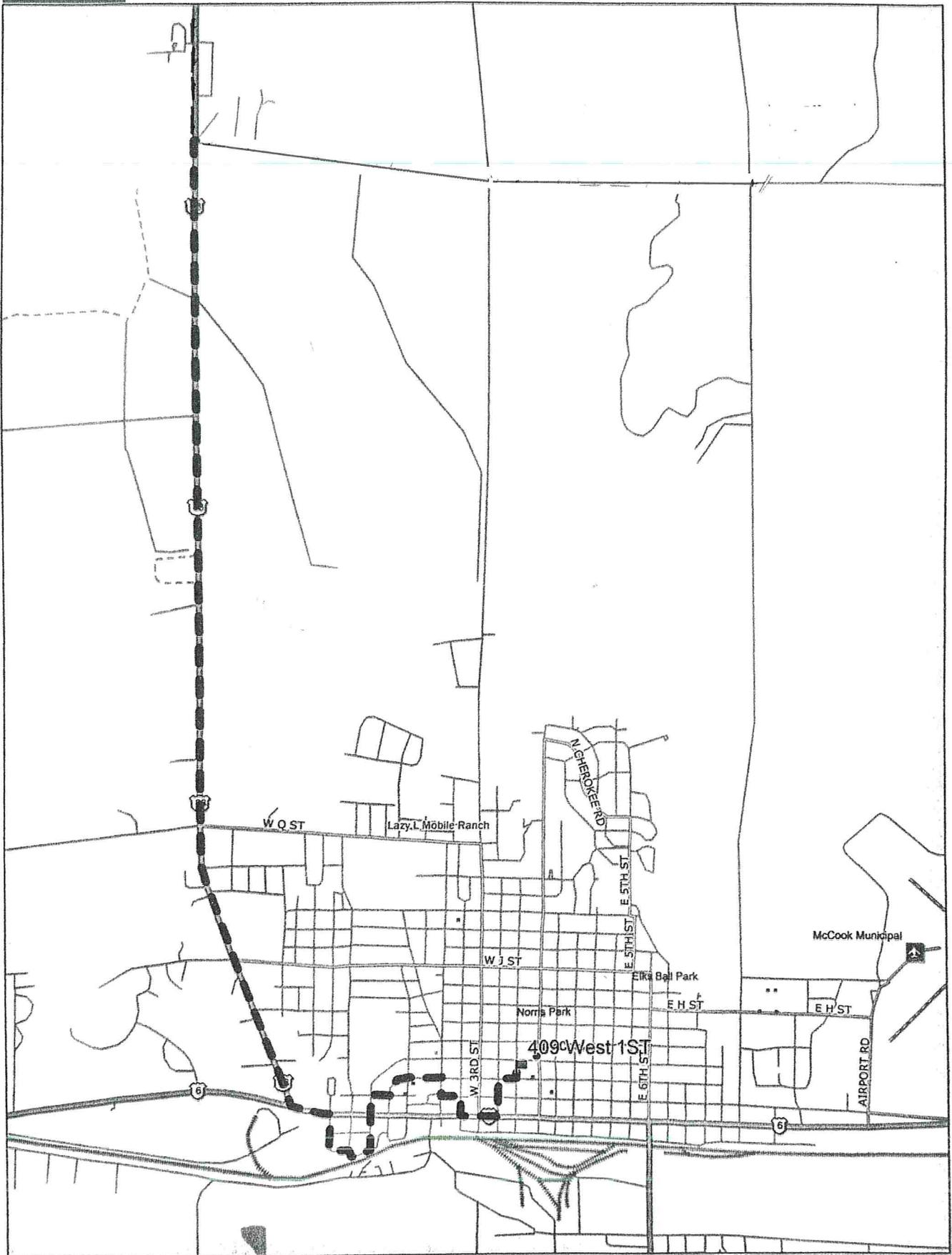
Take pictures (must be current) of the front, side and rear of the building and attach.
 Attached

PICTURES OF NEW LOCATION

Take pictures (must be current) of the lot and adjacent structures to which the building is to be moved.
 Attached

Please estimate and itemize the cost of all repairs and improvements to be made to the structure at its proposed new location.

<u>ITEM</u>	<u>COST</u>
EXTERIOR: rebuild front porch	1,350
INTERIOR: patch wall where fireplace was removed	200 100
ELECTRICAL: re-attach	~ 5,000
PLUMBING: re-attach	~ 5,000
SITE WORK: dis. basement blocks for cement basement walls	24,000 40,000 16,000
TOTAL ESTIMATE	\$ 34,500



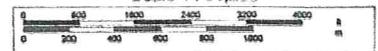
Data use subject to license.

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www.delorme.com



Scale 1 : 31,250



1" = 2,604.2 ft

Data Zoom 12-6

Tract 1 is PID #
North 000432901

Tract 2 is PID #
South 000432900

72052 N US HWY 83
MCCOOK, NE

AFTER RECORDING RETURN TO:

McCook Abstract Company
318 Norris Avenue
McCook, NE 69001

WARRANTY DEED

James Roberts and Carrie Roberts, husband and wife, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, Josiane K. Dominguez, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

Tract 1:

Township 4 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska

Section 31: A tract of land in the NW1/4 being more particularly described as follows:

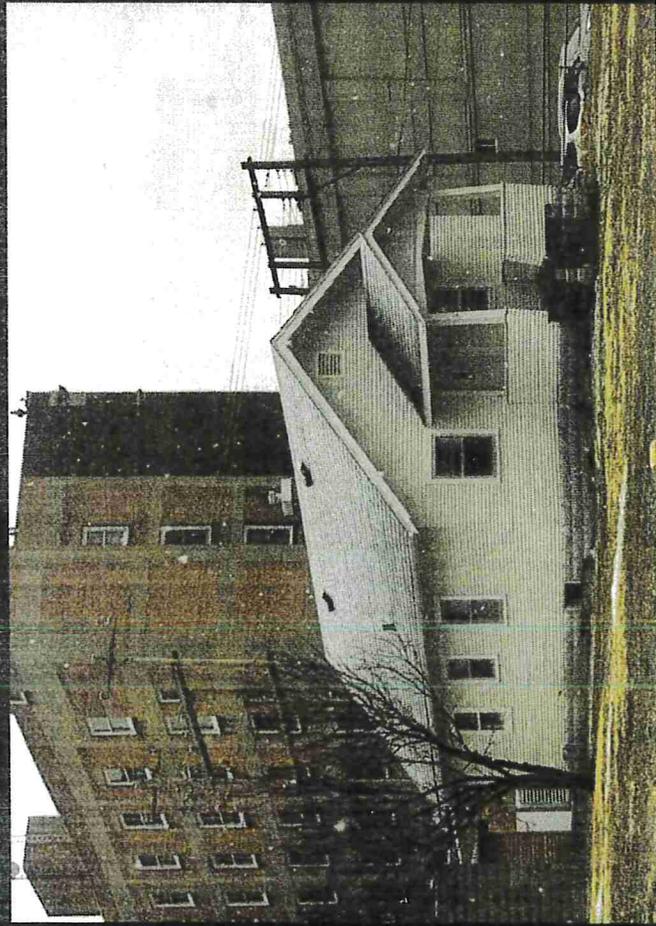
Beginning at the West 1/4 corner of Section 31; thence North on the West line of said Section 31, a distance of 660.0 feet to a point; thence turning a deflection angle of 92°00' right, and going East 40 feet to the point of beginning; thence continuing Easterly a distance of 660.0 feet to a point; thence turning a deflection angle of 92°00' left and going 113.8 feet to a point; thence turning a deflection angle of 35°59' left and going 242.0 feet to a point; thence turning a deflection angle of 12°32' left and going 689.0 feet to a point; thence turning a deflection angle of 131°29' left and going 743.9 feet more or less to the point of beginning. EXCEPT those portions conveyed to the State of Nebraska Department of Roads as described in Warranty Deed recorded October 18, 1993 at Instrument No. 199300625 (aka Book 122, Page 132) and July 1, 1993 at Instrument No. 199300351 (aka Book 121, Page 734).

Tract 2:

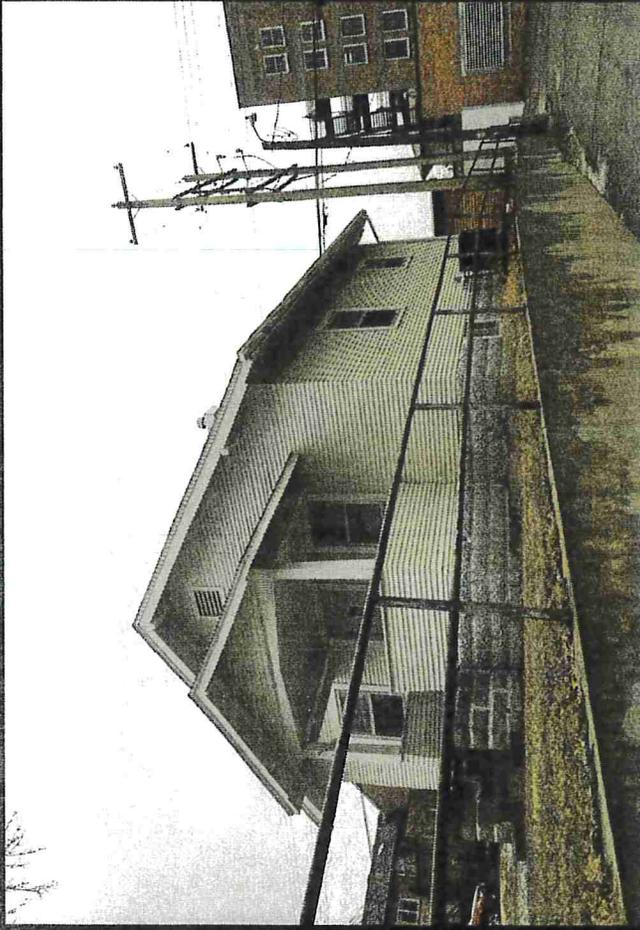
Township 4 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska

Section 31: A tract in the NW1/4, described as follows:

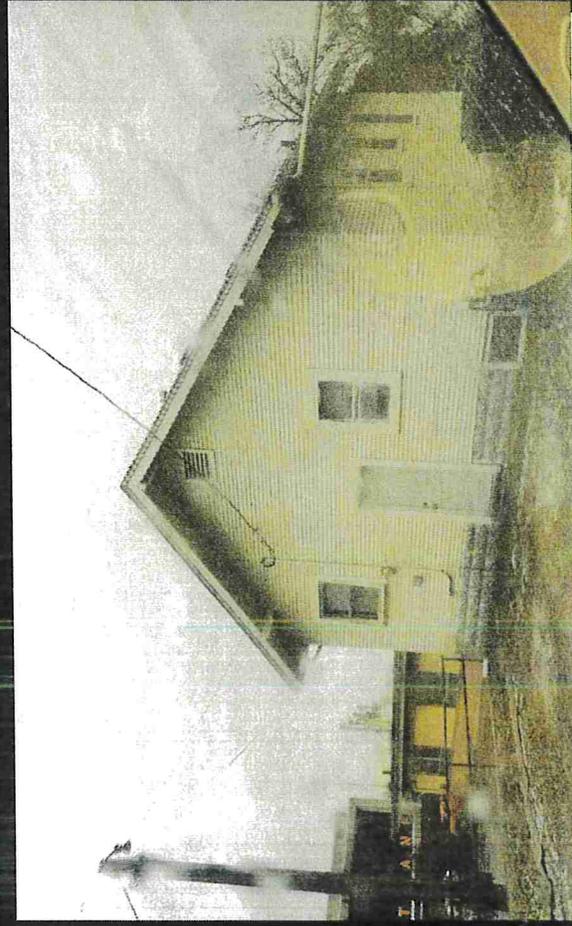
Beginning at a point on the South line of the NW1/4 of said Section 31, said point being 36.6 feet East of the West Quarter corner of said Section 31, thence East on said South line 660.0 feet to a point; thence turning a deflection angle of 92°00' left and going 660 feet to a point; thence turning a deflection angle of 88°00' left and going 660.0 feet to a point; thence turning a deflection angle of 92°00' left and going 660.0 feet more or less to the point of beginning, EXCEPTING a tract conveyed to the State of Nebraska, Department of Roads, as described in the Warranty Deed dated May 7, 1993, and recorded on October 18, 1993, in Book 122, at Page 132 and as Instrument No. 1993-00625 of the Real Estate Records of Red Willow County, Nebraska.



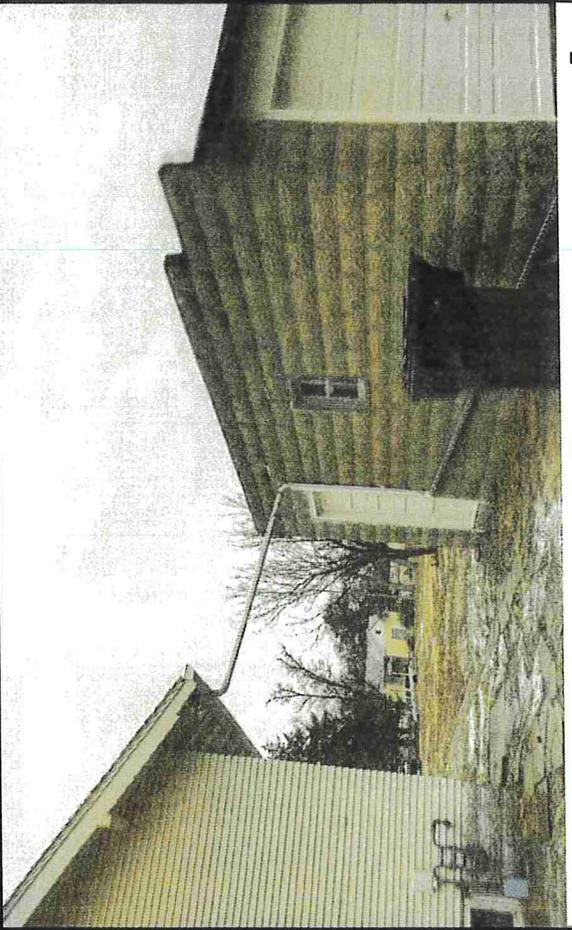
Front facing West



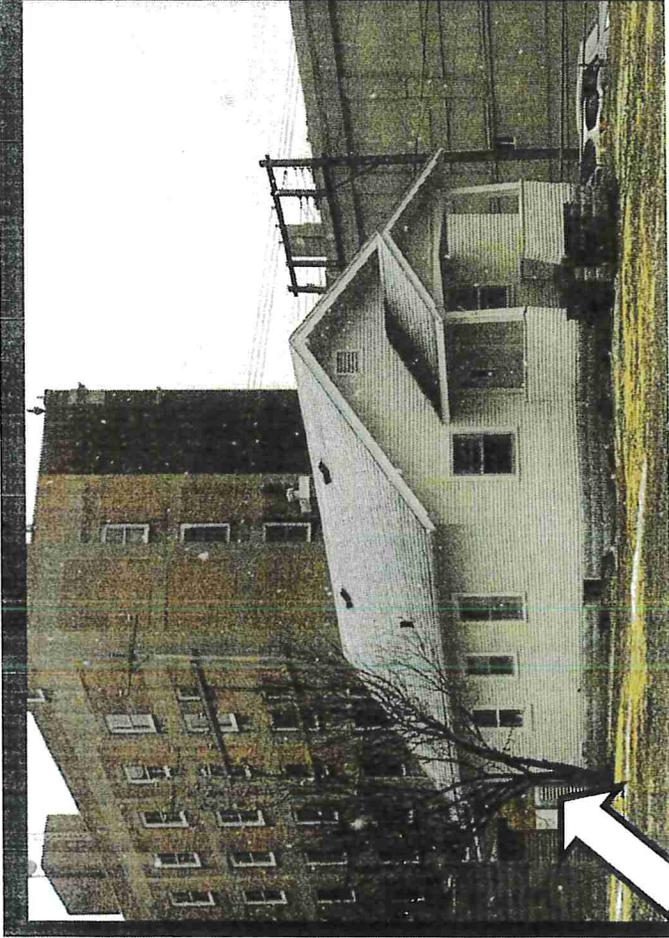
Side facing South



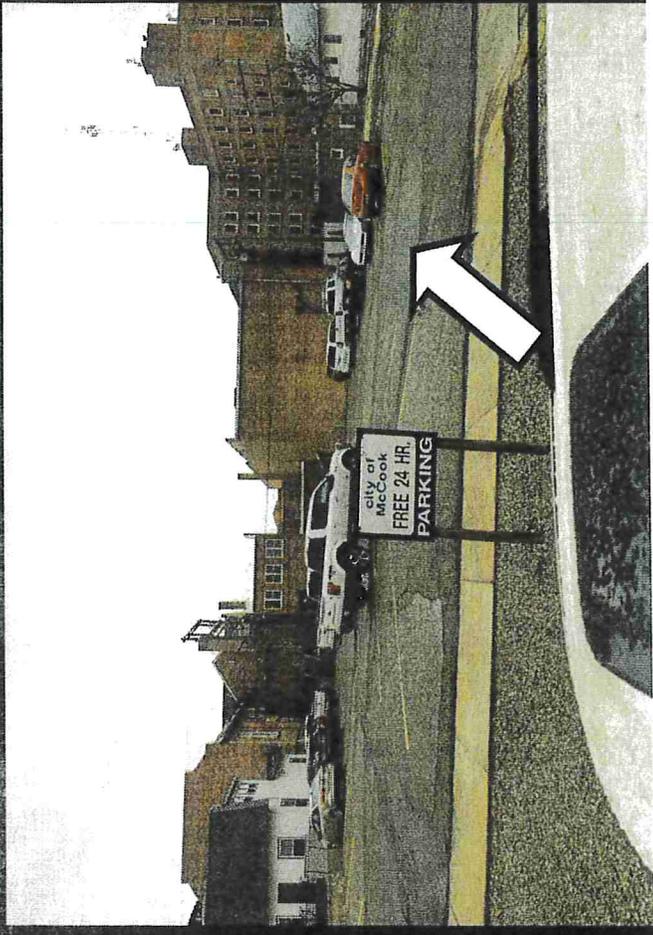
Back facing East



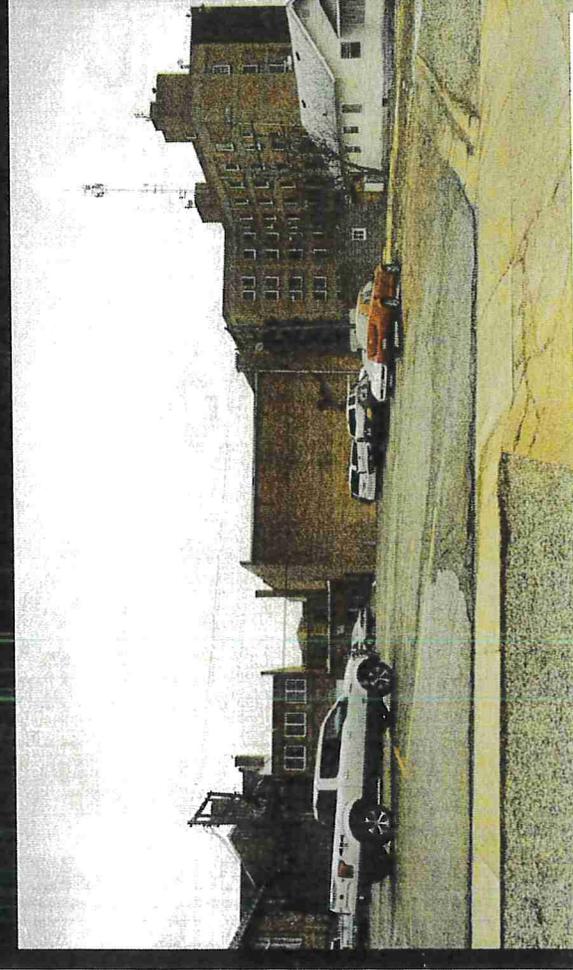
Side facing North



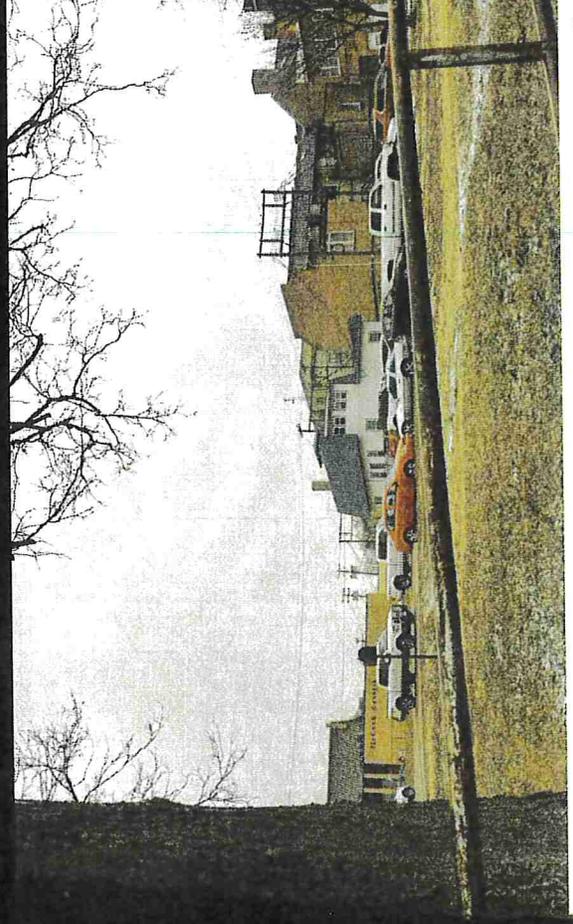
this tree removed



Rope off first row



Pull thru lot



Side facing North

Wood Destroying Insect Inspection Report

Notice: Please read important consumer information on page 2.

Section I. General Information

Inspection Company, Address & Phone **308-655-0197**

BRICO PEST CONTROL
BOX 82
BARTLEY, NE

Company's Pest Control Business Lic. No.

20-8820718

Date of Inspection

3-12-24

Address of Property Inspected

409 W. 15th ST.
McCook, NE

Inspector's Name, Signature & Certification, Registration, or Lic. #

BRIAN FOSTER *[Signature]* **10/12/2018 3571**

Structure(s) Inspected

DWELLING

Section II. Inspection Findings

This report is indicative of the condition of the above identified structure(s) on the date of inspection and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or wood destroying insect damage. Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:

- A. No visible evidence of wood destroying insects was observed.
- B. Visible evidence of wood destroying insects was observed as follows:
 - 1. Live insects (description and location): _____
 - 2. Dead insects, insect parts, frass, shelter tubes, exit holes, or staining (description and location): _____
 - 3. Visible damage from wood destroying insects was noted as follows (description and location): _____

NOTE: This is not a structural damage report. If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present. If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs.

Section III. Recommendations

- No action and/or treatment recommended: (Explain if Box B in Section II is checked) _____
- Recommend action(s) and/or treatment(s) for the control of: _____

Section IV. Obstructions and Inaccessible Areas

The following areas of the structure(s) inspected were obstructed or inaccessible:

- Basement **3, 5, 6, 7, 8, 9, 13, 24**
- Crawlspace
- Main Level **1, 3, 4, 6, 7, 9, 13**
- Attic
- Garage
- Exterior **13, 17**
- Porch
- Addition
- Other

The inspector may write out obstructions or use the following optional key:

- | | |
|-------------------------|--|
| 1. Fixed ceiling | 15. Standing water |
| 2. Suspended ceiling | 16. Dense vegetation |
| 3. Fixed wall covering | 17. Exterior siding |
| 4. Floor covering | 18. Window well covers |
| 5. Insulation | 19. Wood pile |
| 6. Cabinets or shelving | 20. Snow |
| 7. Stored items | 21. Unsafe conditions |
| 8. Furnishings | 22. Rigid foam board |
| 9. Appliances | 23. Synthetic stucco |
| 10. No access or entry | 24. Duct work, wiring, and/or plumbing |
| 11. Limited access | 25. Spray foam insulation |
| 12. No access beneath | 26. Equipment |
| 13. Only visual access | |
| 14. Cluttered condition | |

Section V. Additional Comments and Attachments (these are an integral part of the report)

Attachments _____

Signature of Seller(s) or Owner(s) if refinancing. Seller discloses to the buyer all information, to their knowledge, regarding W.D.I. infestation, damage, repair, and treatment history.

Signature of Buyer. The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported.

March 11, 2024 Home Inspection

I inspected the home located at 409 West 1st Street in McCook and found it to be in very good condition. The front porch will be removed and the front posts will be secured to be transported. Once moved to new property, posts will be added and supported and new porch added.

Furnace, Water Heater and all appliances are in good working order and will be reconnected using new pex line for plumbing and all new electrical. I did not see any evidence of termites as noted by Brian Foster.

The chimney will be removed by mover and roofing material will be replaced upon move.

All outlets, switches and plumbing worked as they should.

Overall, for the age of the home, it is in great condition and would be a shame not to move or to have it demolished.

Sincerely,



Terry Pinkal / Date

T Pinkal Construction

308.340.1810

bldginsp@cityofmccook.com

From: Peterson, Jeff J. <jjpeter@nppd.com>
Sent: Monday, March 18, 2024 10:05 AM
To: 'Barry Mooney'
Subject: FW: McCook house move
Attachments: 1219_001.pdf

Barry

Nebraska Public Power District has received a request to survey the route for a possible house move starting at 409 West 1st Street going south down West 1st street then west on B street to North Highway 83 then North on Highway 83 to road 719. NPPD personnel have driven the route and believe we can accommodate this move with reasonable accommodations and minimal impacts to customers. Per NPPD house moving policy all costs are calculated and a deposit of 1.5 times estimated costs will be collected prior to the structure being moved. Final billing to the customer will be actual costs of labor and equipment. Attached is the amount that will be collected from the home owner prior to moving the structure,

Jeff Peterson
Distribution Supervisor
McCook Office



Nebraska Public Power District
Always there when you need us

W: 308-345-8553
M: 308-340-1409
1901 North US Highway 83
McCook, NE 69001-2177



Nebraska Public Power District
Always there when you need us

1901 North Hwy 83
 McCook, NE 69001-2177
 1-877-ASK-NPPD (1-877-275-6773)

TO:

Date	03/18/24
Customer Acct #	0
SAP/Serv/Work Order #	0
Customer PO #	0

Quantity	Description	Unit Cost	Amount
	Materials & Supplies		\$ -
	Labor		\$ 1,566.18
	Subsistence/Travel		\$ -
	Vehicle Expenses		\$ 540.00
	Misc Charges/Credits		\$ -
	One-half of Estimated Costs		\$ 1,053.09
	ESTIMATED COSTS FOR HOUSE MOVE WITHIN THE CITY OF MCCOOK, NEBRASKA. ESTIMATED COSTS ARE \$2106.18. NPPD REQUIRES 1.5 TIMES THIS AMOUNT PRIOR TO HOUSE MOVE FOR A TOTAL OF \$3159.27.		
Accounting Use Only		Subtotal	\$ 3,159.27
		State SalesTax	
		City SalesTax	
		Total	\$ 3,159.27

If Applicable
 If Applicable

Issued by: JEANNE OELSLIGLE

Date: Fri, Mar 15, 2024 at 4:15 PM

Subject: House move 409 West First St. to 71823 Road 386

To: roseweskamp@gmail.com <roseweskamp@gmail.com>

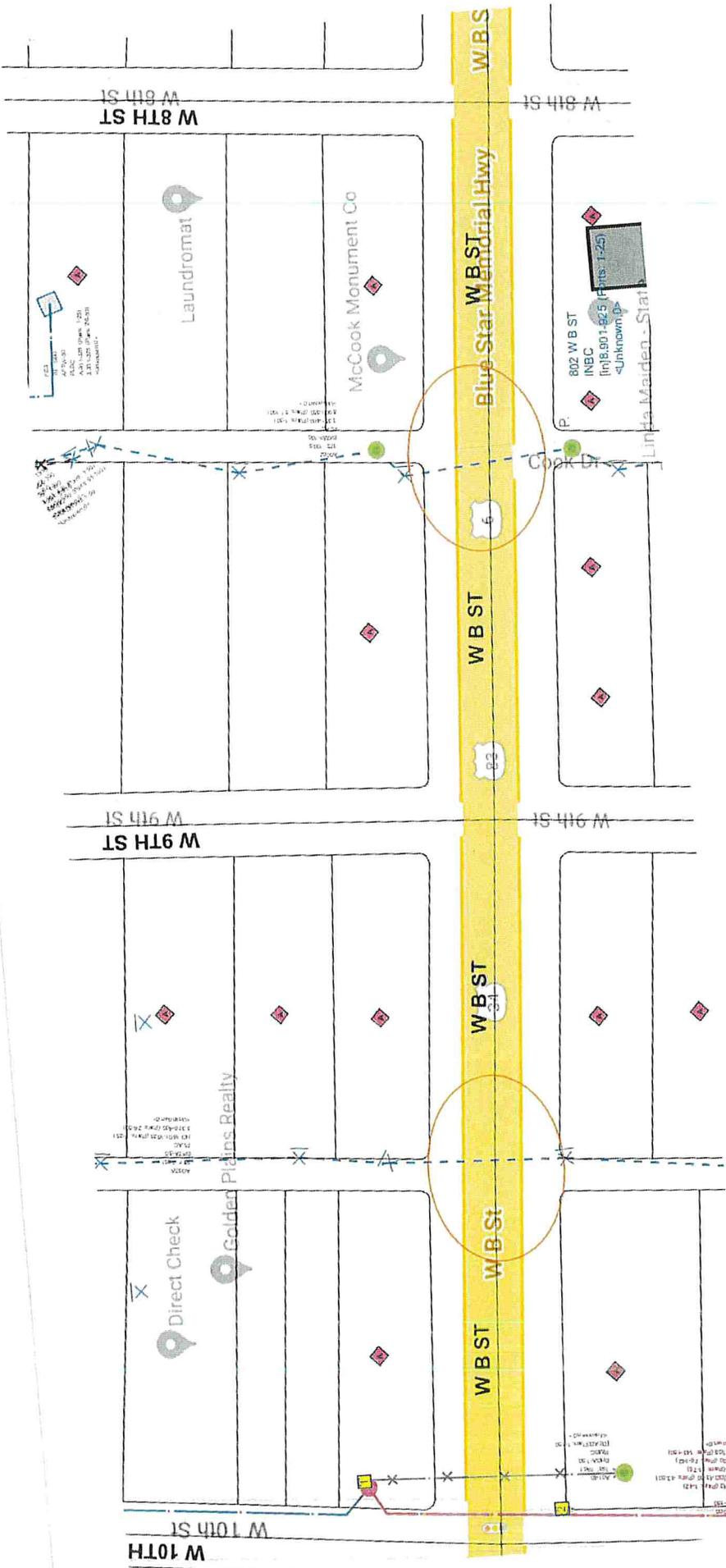
Cc: Harris, Andrew P <Andrew.Harris@lumen.com>

Lumen gives permission to Rose Weskamp to have the moving company or power company to raise 2 Centurylink Aerial cables to clear the house they are moving. Below are the cables that have the potential of conflict that will need raised to the clearance needed to move the house:

Aerial cable @ the Alley between W. 8th St. and W. 9th St. cable is 19'2" above road.

Aerial cable @ the Alley between W. 9th St. and W. 10th St. cable is 19' 10' above road.

Should the cable be damaged during raising or lowering of cable homeowner, Rose Weskamp will be responsible for the cost of the repair or replacement of the effected cable.



data ©2024 Google

**McCOOK
PUBLIC POWER DIST.**



P.O. Box 1147
1510 N Highway 83
McCook, NE 69001-4267
www.mppdonline.com

Phone: 308-345-2500
800-658-4285
Fax: 308-345-4772
E-mail: mppd@mppdonline.com

Rose-

Please find below our quote for your proposed house move. Please keep in mind that this quote is just an estimate and the price may go up or down according to actual time, equipment used, and all necessary replacement components involved.

1. Man hours-\$317.60
 2. Vehicles (time and milage)-\$5.36
- Total-\$322.60

If you have any questions, please give me a call (308-345-2500)

Thanks again-

Lane Wright

Oversized Load Proof of Notification

McCook Public Power District

P.O. Box 1147, 1510 North Highway 83, McCook NE 69001

Phone: (308) 345-2500, Fax: (308) 345-4772, email: mppdolpn@mppdonline.com

This section to be filled out by Mover and emailed or faxed to McCook Public Power District

Company name and address: <u>Star Movers</u> <u>12 Prospect Drive Grand, NE 69140</u>	
Contact name: <u>Gerald Hostetter</u>	
Email: <u>gerald@star-movers.com hostetterg@gmail.com</u>	
Phone number: <u>308 352-6579</u>	Fax: _____
Driver name: <u>Gerald</u>	Driver Mobile #: <u>308 352-6579</u>
DOT number: <u>X 2031486</u>	
Initial contact date: <u>Feb 2024</u>	
Date of move (must be at least 10 days after the initial contact): <u>May 1-15, 2024 May 1-15, 2024</u>	
Time of move: <u>May 1-15, 2024</u>	<u>TBD</u>
Load Description Show all measurements in feet-inches (i.e. 12 feet 6 inches is shown as 12-6)	
Object to be moved: <u>24x78' Single Story house</u>	
Width: <u>28' Feet plus trailer</u>	
Length of load and transport vehicle combined: <u>60 ft</u>	
Height of object as loaded. Measure from ground to highest point: <u>20 feet 19" 6"</u>	
Proposed route description (attach map): <u>West 1st & D South to B Street, West to Hwy 83, North on 83 to Rd 79, East on 79 to Rd 386 South on 386 to 7823rd 386</u>	
	The Mover is not authorized to manipulate MPPD lines or other infrastructure. Only MPPD staff is authorized to raise or lower power lines or remove other MPPD property to accommodate the oversized load.
A map of Nebraska electric utility boundaries is maintained at http://nprb.gisworkshop.com/	

This section to be filled out by MPPD Operations Personnel

Date notification received: <u>March 15 2024</u>	
Approved by: <u>Lane Wright</u>	Title: <u>Line Superintendent</u>
Approved route description/map attached* <u>4 crossings we are clear with lowest being 21' 3"</u>	
<input checked="" type="checkbox"/> Load requires an escort by MPPD	<input type="checkbox"/> Load does not require an escort
(Initial by MPPD representative)	
Additional requirements/restrictions <u>Will have some travel Front & Rear</u>	
	*Approved route map will bear the signature of MPPD representative and must be attached to this document.

bldginsp@cityofmccook.com

From: Gerald Hostetler <hostetler87@gmail.com>
Sent: Monday, March 18, 2024 2:09 PM
To: bldginsp@cityofmccook.com
Subject: Rose Weskamp house move

Hello

This is in regards to our standard procedure for house move, NDOT requires that we submit application to move a house on state highways a minimum of 5 days prior to move but no more than 30 days prior to move taking place, NDOT also requires the we hire Nebraska state patrol to escort us while we are on state highways standard for them is 2 patrols in the front and one bringing up the rear, Red Willow county we always apply for permit to move a house on county roads 20 to 30 days in advance of the move happening,

Any questions to this please direct them to Gerald Hostetler
owner/manager
Star House Moving LLC
308-352-6579

--

Gerald Hostetler owner/manager
Star House Moving LLC
308-352-6579

Hi Barry,

In regards to some of your questions, I contacted the mover and this is the information he sent to me.

TROOP D (NORTH PLATTE)

Captain Tyler Schmidt

tyler.f.schmidt@nebraska.gov

(308) 535-8047

I spoke to Amy at the state patrol office and she will get back with me asap once she speaks to carrier patrol unit. According to the house mover, we would need their escort services on B Street and Hwy 83. This is also something Star Moving would coordinate along with the State and County permits as NDOT requires state patrol escort. Star Movers will contact both county and state once moving date has been confirmed. The agencies are notified about 2 weeks prior.

I have attached a photo of Star Movers vehicles. All trucks are set up with a 48 inch full led light bar.

From what I can tell, the sequence of events would be this:

City approves

I purchase house (you have the document between the Nielsens and I)

We coordinate with utility companies which have all stated we have plenty of time and the mover. We choose date/ time which would be outside of busy traffic hours, double check with city to confirm then Star Movers contacts county and state to pull permits and schedule escort.

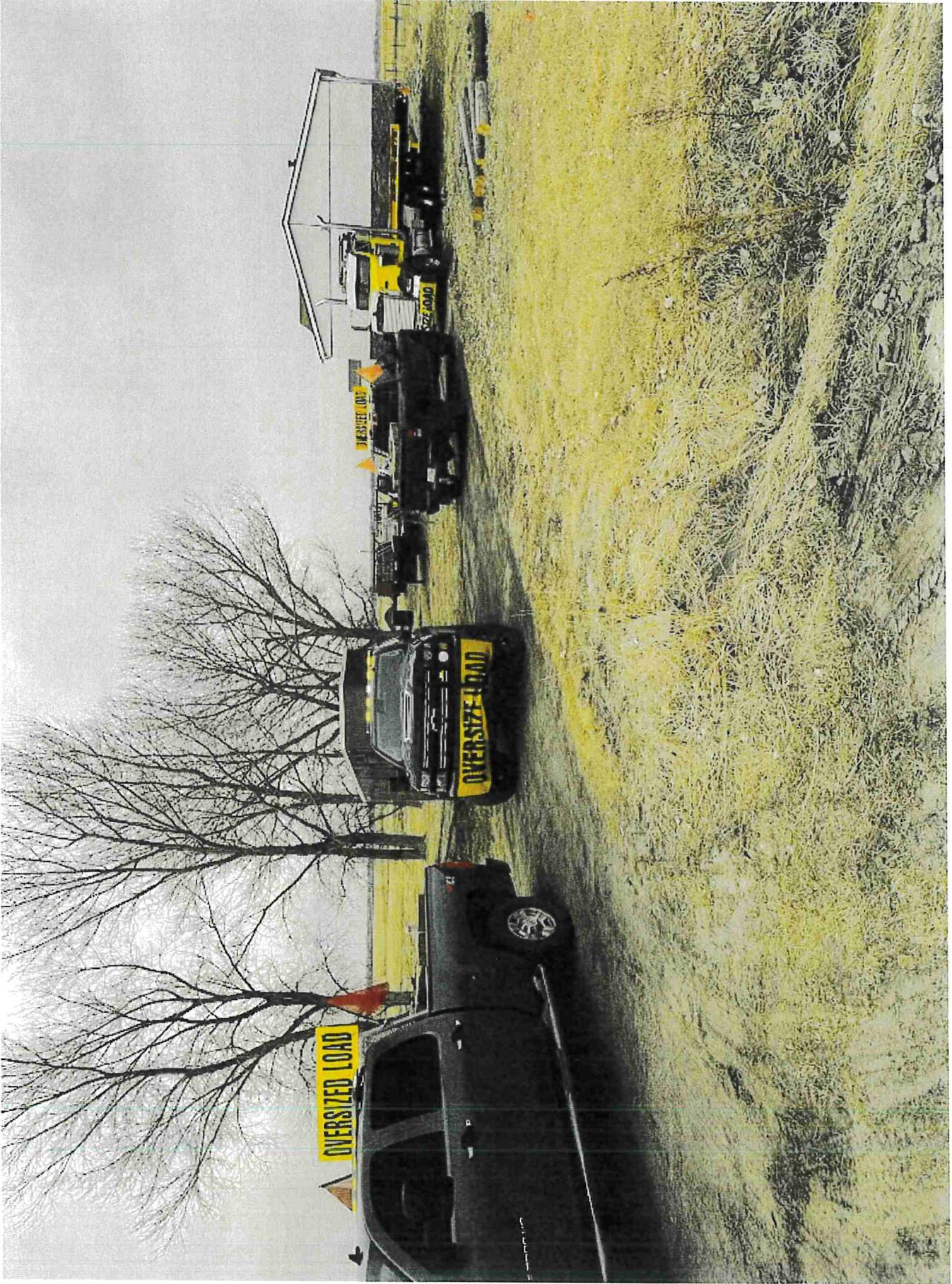
McCook Community Hospital (Sean) has been wonderful to work with and once I take possession between May 1 and 15, house is moved. Hospital is removing trees and can do so prior to move if need be. The only snag I can see is we would like to use the parking lot to the north owned by the city however, we would only be pulling the trailer across the first 2-3 stalls prior to exiting the driveway. Otherwise, we remove trees and slope the front yard to go out the front off curb. Should damage be done to the parking lot, I will repair that portion. I would think the hospital may also be utilizing that parking lot for some of their equipment.

The Community Hospital is thrilled with the shortage of housing in McCook that this home will be relocated as opposed to demolished. We all see this as a win-win-win for the city and pray we can work together to make this possible.

I truly appreciate your time in this matter.

Sincerely,

Rose Weskamp





March 18, 2024

Rose Weskamp
McCook, NE 69001

Re: House Move, Agreement for Aerial Lines

Dear Ms. Weskamp,

Great Plains Communications LLC (the "Company") has been requested to assist with the moving of aerial telecommunications lines required for the relocation of your house. The Company is willing to assist with this project, but the Company will bill you for the following costs:

- \$150.00/hr per bucket truck – 2 trucks needed
- \$100.00/hr per technician – 4 technicians needed
- Estimate = \$2,000 to \$5,000

This letter is only an estimate. The final costs billed to you will depend on the actual number of hours required for this project. This letter only covers the costs owed to the Company.

The Company requires 72 hours advance notice prior to the move date, so please keep Barry Williams informed of your final plans. **You may contact Barry at 308-364-9020 or bwilliams@GPCOM.COM.**

We look forward to helping with this project and performing this work in a safe and efficient manner.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas Holle", written over a horizontal line.

Nicholas Holle
General Counsel
402-456-6445
nholle@gpcom.com

Acknowledged and Agreed: If the foregoing is agreeable, please sign in the place provided below:

Sign: A handwritten signature in black ink, appearing to read "Rose Weskamp", written over a horizontal line.
Print: Rose Weskamp

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 3.C. Public Hearing - Regarding modifications to McCook Zoning Ordinance No. 2016-2929, Article 3 - Definitions, adding Shouse, prohibiting Shouse in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M), and Article 11 - Residential High Density District (RH); reducing the maximum height provision for accessory buildings from 35 feet to 25 feet in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M) and Article 11 - Residential High Density District (RH); and amending accessory buildings maximum height requirement in Article 21 - Supplementary District Regulations, Section 2103 from 20 feet to 25 feet.

ITEM NO. 3.D. Approve Ordinance No. 2024-~~3090~~ on first reading and under suspension of the rules, implementing modifications to McCook Zoning Ordinance No. 2016-2929, Article 3 - Definitions, adding Shouse, prohibiting Shouse in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M), and Article 11 - Residential High Density District (RH); reducing the maximum height provision for accessory buildings from 35 feet to 25 feet in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density - Mobile Home District (RM-M) and Article 11 - Residential High Density District (RH); and amending accessory buildings maximum height requirement in Article 21 - Supplementary District Regulations, Section 2103 from 20 feet to 25 feet.

BACKGROUND:

Over the course of the past couple of years, City staff has received requests for a new type of structure to be built in McCook's Residential Districts. The name given to the new structure is "shouse". A shouse essentially is a workshop or storage space connected to a living space. A shouse is not currently defined in McCook's Zoning Ordinance, nor are there any restrictions with respect to where a shouse can be located. An example of a shouse can be seen at 309 East 6th Street. When the plans for the project at 309 East 6th Street were presented to McCook's Building Inspector, there were no limitations to said construction. Nebraska is a Dillon's Rule State, which means if there is no law disallowing a requested action, the City cannot preclude the action from occurring.

As part of McCook's zoning update project, City staff has questioned how best to handle requests to build shouses within McCook's corporate limits. After consultation with Miller & Associates, staff recommends that shouses be defined in the zoning regulations and that shouses be restricted from McCook's residential districts. The concern with shouses is that the primary purpose of the building appears to be the creation of large storage spaces with the accompanying living space serving as a secondary motive to said work/storage area. Staff's concern is that the function of the building is to facilitate a use that is traditionally considered accessory to a primary purpose, said primary use mandated to be a residential dwelling, which promotes the construction of a building that does not fit in a residential neighborhood. At the point the shouse is constructed, the property owner or any subsequent property owners, may use the structure only for storage/work space, not for primary residential purposes. Accessory storage structures are not

EXHIBIT #1

allowed to be a primary structure in McCook's residential districts, and the continued permitting of shouses encourages such use. In order to eliminate the concern of a structure that does not fit in a residential neighborhood, staff believes it best to ban shouses on individual lots in each of the residential districts enumerated in McCook's Zoning Regulations.

As for amending accessory buildings maximum height requirement from 35 feet to 25 feet, McCook's current Zoning Ordinance allows accessory structures to be 35 feet in height, the same height permitted for principle structures in residential districts. Staff recommends limiting the size of the accessory structure to 25 feet to achieve the objective of making the use or structure detached from the principle structure located on the same lot incidental and subordinate to the principle use of the structure. Accordingly, staff recommends that Article 21 -Supplementary District Regulations be amended to assure conformity with the 25 feet accessory structure limit (currently, Article 21 limits the height of an accessory structure to 20 feet, conflicting with the residential district height limitations).

APPROVALS:



Nathan A. Schneider, City Manager

September 10, 2024



Lea Ann Doak, City Clerk

September 10, 2024



Barry Mooney, Building Inspector

September 10, 2024

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of McCook Planning Commission on September 16, 2024, at 5:00 P.M. and by the McCook City Council on September 16, 2024 at 5:30 P.M. The hearings will be held in the City Council Chambers, 505 West "C" Street, McCook, Nebraska, to consider modifications to Article 3 - Definitions, adding Shouse; prohibiting Shouse in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density-Mobile Home District (RM-M), and Article 11 - Residential High Density District (RH); reducing the maximum height provision for accessory buildings from 35' to 25' in Article 8 - Residential Low Density District (RL), Article 9 - Residential Medium Density District (RM), Article 10 - Residential Medium Density-Mobile Home District (RM-M), and Article 11 - Residential High Density District (RH); and amending accessory buildings maximum height requirement in Article 21 - Supplementary District Regulations, Section 2103 from 20' to 25'. Any and all persons desiring to comment may attend said public hearing and will be given an opportunity to be heard. For additional information regarding this notice please contact Nate Schneider, City of McCook City Manager, at 345-2022 ext. 225.

-s- Lea Ann Doak
City Clerk

Publish: September 6, 2024.

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ORDINANCE NO. 2024-3090

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE AMENDMENT OF MCCOOK ZONING ORDINANCE NO. 2016-2929, AMENDING ARTICLE 3 - DEFINITIONS, ADDING SHOUSE; AMENDING ARTICLE 8 - RESIDENTIAL LOW DENSITY DISTRICT (RL), ARTICLE 9 - RESIDENTIAL MEDIUM DENSITY DISTRICT (RM), ARTICLE 10 - RESIDENTIAL MEDIUM DENSITY-MOBILE HOME DISTRICT (RM-M), AND ARTICLE 11 - RESIDENTIAL HIGH DENSITY DISTRICT (RH), PROHIBITING A SHOUSE AND REDUCING THE MAXIMUM HEIGHT PROVISION FOR ACCESSORY BUILDINGS FROM 35' TO 25'; AND AMENDING ARTICLE 21 - SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 2103 CHANGING THE ACCESSORY BUILDINGS MAXIMUM HEIGHT REQUIREMENT FROM 20' TO 25'; PROVIDE FOR THE REPEAL OF ANY OTHER CONFLICTING ORDINANCES; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

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

SECTION 1. Article 3 - Definitions, Section 302, of McCook Zoning Ordinance No. 2016-2929 shall be amended by adding the following definition to Section 302:

Shouse. Concept that combines a personal workspace and storage space with a dwelling, all under one roof.

SECTION 2. Article 8 - Residential Low Density District (RL), Section 805 - Prohibited Uses and Structures and Section 806 - Height and Area Regulations, of McCook Zoning Ordinance No. 2016-2929 shall be amended to read as follows:

Section 805. Prohibited Uses and Structures. All other uses and structures including a Shouse, which are not specifically permitted or not permissible as special exceptions shall be prohibited from Residential Low Density Districts (RL).

Section 806. Height and Area Regulations. The minimum lot and maximum height provisions shall be as follows:

	Lot Area (Sq. Ft.)	Lot Width	Front Yard	Side Yard	Rear Yard	Height Principle/Access.
Single Family Dwelling	9,000	70', or 45' when on a curved Street.	25'	10'	20'	35' / 25'
Duplex Dwelling	4,500 per unit	70', or 45' when on a curved Street.	25	10	20	35' / 25'
Townhouse dwelling	4,500 per unit	70', or 45' when on a curved Street.	25	10	20	35' / 25'
Other Permitted Uses	9,000	70'	25'	10'	20'	35' / 25'

SECTION 3. Article 9 - Residential Medium Density District (RM), Section 905 - Prohibited Uses and Structures and Section 906 - Height and Area Regulations, of McCook Zoning Ordinance No. 2016-2929 shall be amended to read as follows:

Section 905. Prohibited Uses and Structures. All other uses and structures, including a Shouse, which are not specifically permitted or not permissible as special exceptions shall be prohibited from Residential Medium Density Districts (RM).

Section 906. Height and Area Regulations. The minimum lot and maximum height provisions shall be as follows:

	Lot Area (Sq. Ft.)	Lot Width	Front Yard	Side Yard	Rear Yard	Height Principle/Acces.
Single Family Dwelling	5,000	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 nd side of interior lots. (2) (3)	15'	35' / 25'
Duplex Dwelling	2,500 per dwelling unit	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 nd side of interior lots. (2) (3)	15'	25' / 25'
Multifamily Dwelling	2,500 per dwelling unit	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 nd side of interior lots. (2) (3)	15'	45' / 25'
Townhouse dwelling	2,500 per dwelling unit	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 nd side of interior lots. (2) (3)	15'	45' / 25'
Other Permitted Uses	5,000	50' interior lots, or 60' for corner lots, or 45' on cul-de-sac curve.(4)	20' (1)	8' on 1 side & 5' on 2 nd side of interior lots. (2) (3)	15'	35' / 25'

- Notes:
- (1) In the case of structures erected on lots adjacent to lots which have structures existing at the effective date of this Ordinance, the required front yard may be the average of the front yards existing on the adjacent lots.
 - (2) Side yards for corner lots facing the street shall be one-half of the front yard setback minimum requirements.
 - (3) A non-combustible carport may be constructed with a minimum side yard clearance of three feet (3') feet and shall be attached to an existing structure.

- (4) Platted lots in existence as of the 2013 update of this Ordinance may have a lot width of fifty (50) feet or less, as long as the lot meets the front, side and rear yard setback requirements. (See Section 2202 of this Ordinance.

SECTION 4. Article 10 - Residential Medium Density Mobile Home District (RM-M), Section 1005 - Prohibited Uses and Structures and Section 1006 - Height and Area Regulations, of McCook Zoning Ordinance No. 2016-2929 shall be amended to read as follows:

Section 1005. Prohibited Uses and Structures. All other uses and structures, including a Shouse, which are not specifically permitted or not permissible as special exceptions shall be prohibited from Residential Medium Density, Mobile Home Districts (RM-M).

Section 1006. Height and Area Regulations. The minimum lot and maximum height provisions shall be as follows:

	Lot Area (Sq. Ft.)	Lot Width	Front Yard	Side Yard	Rear Yard	Height ^a Principle/Acces.
Single Family Dwelling	3,000	30' interior lots, or 30' for corner lots, or 45' on cul-de-sac curve.	20' (1)	8' on 1 side & 5' on 2 nd side of interior lots. (2) (3)	15'	35' / 25'
Duplex Dwelling	2,500 per dwelling unit	30' interior lots, or 30' for corner lots, or 45' on cul-de-sac curve.	20' (1)	8' on 1 side & 5' on 2 nd side of interior lots. (2) (3)	15'	35' / 25'
Multifamily Dwelling	2,500 per dwelling unit	30' interior lots, or 30' for corner lots, or 45' on cul-de-sac curve.	20' (1)	8' on 1 side & 5' on 2 nd side of interior lots. (2) (3)	15'	55' / 25'
Townhouse dwelling	2,500 per dwelling unit	30' interior lots, or 30' for corner lots, or 45' on cul-de-sac curve.	20' (1)	8' on 1 side & 5' on 2 nd side of interior lots. (2) (3)	15'	55' / 25'
Other Permitted	3,000	30' interior	20' (1)	8' on 1 side	15'	35' / 25'

- Table Notes:
- (1) In the case of structures erected on lots adjacent to lots which have structures existing at the effective date of this Ordinance, the required front yard may be the average of the front yards existing on the adjacent lots.
 - (2) Side yards for corner lots facing the street shall be one-half of the front yard setback minimum requirements.
 - (3) A non-combustible carport may be constructed with a minimum side yard clearance of three feet (3') feet and shall be attached to an existing structure.

SECTION 5. Article 11 - Residential High Density District (RH), Section 1105 - Prohibited Uses and Structures and Section 1106 - Height and Area Regulations, of McCook Zoning Ordinance No. 2016-2929 shall be amended to read as follows:

Section 1105. Prohibited Uses and Structures. All other uses and structures, including a Shouse, which are specifically permitted or not permissible as special exceptions shall be prohibited from Residential High Density Districts (RH).

Section 1106. Height and Area Regulations. The minimum lot and maximum height provisions shall be as follows:

	Lot Area (Sq. Ft.)	Lot Width	Front Yard	Side Yard	Rear Yard	Height ³ Principle/Access.
Single Family Dwelling	4,000	40' interior lots, or 50' for corner lots. (4)	20' (1)	5' (2) (3)	10'	35' / 25'
Duplex Dwelling	2,000 per dwelling unit	40' interior lots, or 50' for corner lots. (4)	20' (1)	5' (2) (3)	10'	35' / 25'
Multifamily Dwelling	2,000 per dwelling unit. Efficiency units	40' interior lots, or 50' for corner lots. (4)	20' (1)	5' (2) (3)	10'	75' / 25'

- Notes: (1) In the case of structures erected on lots adjacent to lots which have structures existing at the effective date of this Ordinance, the required front yard may be the average of the front yards existing on the adjacent lots.
- (2) Side yards for corner lots facing the street shall be one-half of the front yard setback minimum requirements.
- (3) A non-combustible carport may be constructed with a minimum side yard clearance of three (3') feet and shall be attached to an existing structure.
- (4) Platted lots in existence as of the 2013 update of this Ordinance may have a lot width of forty (40) feet or less, as long as the lot meets the front, side and rear yard setback requirements. (See Section 2202 of this Ordinance).

SECTION 6. Article 21 - Supplementary District Regulations, Section 2103 - Accessory, of McCook Zoning Ordinance No. 2016-2929 shall be amended to read as follows:

Section 2103. Accessory. Buildings and structures may be erected and land may be used for purposes which are clearly incidental to, and customarily and commonly

associated with the main permitted use of the premises. Such accessory buildings and uses shall be so constructed, maintained and conducted as to not produce noise, vibration, concussion, dust, dirt, fly ash, odor, noxious gases, heat or glare which is injurious, damaging, unhealthful or disturbing to adjacent property, or the users thereof, and shall be on the premises of the main use.

Any accessory building shall have a minimum setback of six (6) feet on interior lots and fifteen (15) on corner lots and all garage/carport entrances must have a minimum ten (10) feet long drive when garage/carport opening is perpendicular to the access alley or twenty (20) feet perpendicular to the access street, but must meet the front yard setback if more restrictive. Garages/carports can be located three (3) feet from rear property line when garage doors do not open onto the alley. Attached garages/carports are considered part of principal building. Accessory buildings shall not exceed **twenty-five (25)** feet in height, or the height of the principal permitted building, whichever is greater. No accessory building shall be erected within five (5) feet of any other building.

SECTION 7. Any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 8. This ordinance shall be in full force and take effect from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED THIS _____ day of _____, 2024.

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

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING**

ITEM:

- 3.E.** Public Hearing – consider the 2025 McCook Plan of Street Improvements.
- 3.F.** Adopt Resolution No. 2024-25 approving the 2024 McCook Plan of Street Improvements.
-

BACKGROUND

Included with this Council Report are the following items:

1. McCook 2024 One Year Plan
2. McCook 2024 Long Range Street Plan
3. McCook 2024 Street Plan Map
4. McCook 2024 Street Plan Budget
5. McCook 2023 Completed Street Projects

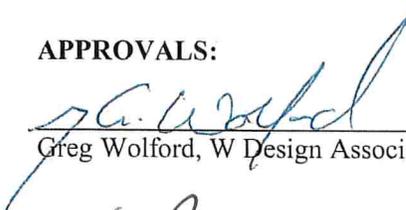
Last year was a busy year with 10 projects completed. Because of this only two projects are noted on the One Year Plan. Both of those projects deal with West 14th Street and Staff is currently working on improvement districts with the affected landowners and will bring those forward when ready. The intent is to build the street fund back up in 2025 to allow us to being completing rehabilitation projects again in 2026.

Projects completed last year include three new streets funded through Tax Increment Financing, one paid for privately (W C Street west of 10th) and six rehabilitation projects throughout the city.

The Long Range Plan shows 20 separate projects, of which only 10 are budgeted for in the next 10 years. No new projects were added to the plan this year.

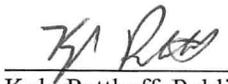
FISCAL IMPACT: None.

APPROVALS:



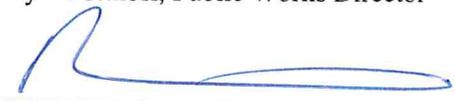
Greg Wolford, W Design Associates

Date: 6 Sep 24



Kyle Potthoff, Public Works Director

Date: 9/9/24



Nate Schneider, City Manager

Date: _____

EXHIBIT #1

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NOTICE OF PUBLIC HEARING

Notice of a public hearing to be held in the City Council Chambers at the McCook Municipal Center, 505 West "C" Street, at 5:30 o'clock P.M., on the 16th day of September, 2024, is hereby given. The purpose of said hearing is for the presentation of the 2025 Plan of Street Improvements as Developed by the City Council in accordance with Nebraska Law.

-s- Lea Ann Doak
City Clerk

Publish: September 6, 2024.

EXHIBIT #2

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RESOLUTION NO. 2024-25

WHEREAS, in accordance with the statutes of the State of Nebraska and as prescribed by the Board of Public Roads Classifications and Standards, Notice of Hearing has been given by publication in the legal newspaper of McCook, Nebraska, of a Hearing on the 2025 Plan of Street Improvements of McCook to be held in the Council Chambers at the McCook Municipal Center on the 16th day of September, 2024, at 5:30 P.M. for the purpose of hearing comments and objections to said plan.

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

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of McCook, Nebraska that the 2025 Plan of Street Improvements for specific improvements are hereby approved and adopted.

PASSED AND APPROVED THIS 16th day of September, 2024.

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

ATTEST:

/s/ Lea Ann Doak, City Clerk-Treasurer

(SEAL)

Motion by: Councilmember

Seconded by: Councilmember

Vote: YEA: ; NAY: ; ABSENT:

City of McCook

One Year Street Plan

Period Including:

Oct., 2024 through Sept., 2025

PRIORITY No.	PROJECT No.	Location	Description	ESTIMATED COST	REMARKS
				(Thousands)	
1	M-399(46)	West 14th St. from O to Q St.*	New Concrete Street	387	Paving District
2	M-399(46B)	W 14th to W 17th Drainage*	Drainage District	87	Drainage District
3					
4					
5					
6					
7					
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PREPARED BY: Greg Woford, P.E.				TITLE: Street Supt.	DATE: September 6, 2024

City of McCook

Long Range Street Plan

Period Including:

Oct., 2024 to Sept., 2034

PRIORITY No.	PROJECT No.	Location	Description	Estimated Cost	Remarks
				(Thousands)	
1	M-399(46)	West 14th St. from O to Q St.*	New Concrete Street	387	Budgeted 2025
2	M-399(46B)	W 14th to W 17th Drainage*	Drainage District	87	Budgeted 2025
3	M-399(14)	W 2nd & Q Intersection	Replace Exist. Concrete with New	84	Budgeted 2026
4	M-399(4)	W Old Hwy 6	Asphalt Overlay	190	Budgeted 2026
5	M-399(44)	West 5th St. from 100' N of J to Q St.	Full Depth Asphalt Reconstruction	580	Budgeted 2027
6	M-399(39)	West 1st St. from D to O St.	Full Depth Asphalt Reconstruction	1205	Budgeted 2029
7	M-399(27)	West J St. Extension	Purchase ROW, Grade and Gravel	446	Budgeted 2031
8	M-399(17)	North Westridge Detention	New Stormwater Detention Pond	102	Budgeted 2032
9	M-399(43)	East 6th St. from B to C St.	Concrete Replacement	305	Budgeted 2032
10	M-399(23)	New Northern Connection	New Road from East 11th to West 3rd	2782	Budgeted 2033-34
11	M-399(12)	W 3rd St. Prairie Ridge to Henton Rd.*	Replace Asphalt with New Concrete	534	
12	M-399(32)	East A St. from 4th to 6th St.	New Storm Sewer in Existing Ditch	200	
13	M-399(6)	Norris Ave. from F to O St.	Replace Exist. Concrete with New	2232	
14	M-399(42)	Norris Ave. from O to Park Ave.	Asphalt Reconstruction	470	
15	M-399(50)	West 9th St. from B to W 7th.	Full Depth Asphalt Reconstruction	430	
16	M-399(3)	West 3rd St. from O to Q St.	Asphalt Overlay	83	
17	M-399(11)	N Hwy 83 from B to North City Limits	New Sidewalks and Handicap Ramps	605	
18	M-399(18)	P St, West 1st & Marsh	Full Depth Asphalt Reconstruction	422	
19	M-399(9)	West 9th and T St.*	North Point Subdivision - Concrete	534	
20	M-399(10)	West 7th - Q to City Limits*	North Point Subdivision - Concrete	785	
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
		*Paving District, TIF or Private Funded			
PREPARED BY: Greg Wolford, P.E.			TITLE: Street Supt.	DATE: September 6, 2024	

EXHIBIT #5

PAGE(S) - 1

**City of McCook
2025 One & Six Year Plan Budget**

Year	Proposed Projects	Actual Spent	Income State Buyout	Income Sales Tax	Income Addtl Gas Tax	Grant or Assessment Inc.	Available Funds From Current Yr.	Accumulated Funds	Projects planned that year
0	\$ 3,386,000	\$ 2,740,000	\$ 150,000	\$ 250,000		\$ 1,401,000	\$ 1,801,000	\$ (81,000)	
1	\$ 474,000		\$ 150,000	\$ 250,000		\$ 474,000	\$ 793,000	\$ 319,000	West 14th Paving and Drainage
2	\$ 274,000		\$ 150,000	\$ 250,000			\$ 719,000	\$ 445,000	W 2nd and Q, Old Hwy 6
3	\$ 580,000		\$ 150,000	\$ 250,000			\$ 845,000	\$ 265,000	W 5th from J to Q
4	\$ -		\$ 150,000	\$ 250,000			\$ 665,000	\$ 665,000	
5	\$ 1,205,000		\$ 150,000	\$ 250,000			\$ 1,065,000	\$ (140,000)	West 1st Street from D to O
6	\$ -		\$ 150,000	\$ 250,000			\$ 260,000	\$ 260,000	
7	\$ 446,000		\$ 150,000	\$ 250,000			\$ 660,000	\$ 214,000	West J St. Extension
8	\$ 407,000		\$ 150,000	\$ 250,000			\$ 614,000	\$ 207,000	Westridge North Detention & East 6th Concrete
9	\$ 250,000		\$ 150,000	\$ 250,000			\$ 607,000	\$ 357,000	ROW Purchase
10	\$ 700,000		\$ 150,000	\$ 250,000			\$ 757,000	\$ 57,000	Grading on New Northern Connector

EXHIBIT #7

PAGE(S) - 1

9/6/2024



City of McCook

Projects Completed or Contracted in the Last Fiscal Year

Period Including:

Oct., 2023 to Sept., 2024

PRIORITY No.	PROJECT No.	Location	Description	Estimated Cost	Contract Cost
				(Thousands)	(Thousands)
1	M-399(8)	West 9th and S St.*	North Point Subdivision - Concrete	729	726
2	M-399(5)	West C St. one block west of W 10th*	New Concrete Street	86	86
3	M-399(7)	Industrial Park Drive*	New Concrete Street	1390	589
4	M-399(7B)	East 17th Street*	Grade and Gravel	110	Inc. in M-399(5)
5	M-399(10B)	West D & 8th from A to West 7th St.	Full Depth Asphalt Reconstruction	334	562
6	M-399(49)	West C St. from West 7th to West 10th	Full Depth Asphalt Reconstruction	295	Inc. in M-399(10B)
7	M-399(20)	Norris Ave. from F to O St.	Asphalt Overlay	508	385
8	M-399(2)	West Q St. from 3rd to 5th. St.	Asphalt Overlay	187	34
9	M-399(44)	West 5th St. from J to 100' North	Replace Asphalt w/ Concrete	N/A	61
10	M-399(19)	Country Club Drainage	Storm Sewer Upgrades	103	27
11					
12					
13					
14					
15					
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32					
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35					
		*Paving District Funded			
PREPARED BY: Greg Wolford, P.E.			TITLE: Street Supt.	DATE: September 6, 2024	

EXHIBIT #8

PAGE(S) - 1

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING**

ITEM: **4.A.**

Approve the minutes of the September 3, 2024 regular City Council meeting and the September 3, 2024 Budget Hearing.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 11, 2024

McCook City Council
September 3, 2024
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, Rambali.

Absent: None.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on August 29, 2024, 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 and called the meeting to order at 6:00 P.M., at the conclusion of the Budget Hearing.

1. Announcements & Recognitions.

There were no announcements or recognitions.

2. Public Hearings.

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

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

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

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated September 3, 2024 (1 page) and Exhibit #2 - Notice of Hearing published (1 page).

City Manager stated it is unusual for staff to recommend an increase in the property tax levy. As noted during the budget hearing, in order to be proactive addressing the potential fiscal challenges regarding the unknown limitations imposed by Legislative Bill 34, this adjustment aims to cover the wage study and provide for necessary Public Works equipment purchases that have been put on hold for several years.

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

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

3. Consent Agenda.

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

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

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

- 3.A. Approve the minutes of the August 19, 2024 regular City Council meeting.
- 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 24/25.
- 3.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 24/25 and authorize the Mayor to sign.
- 3.D. Approve the request from Autumn Miller, General Manager of Anytime Fitness, to host a 5K run utilizing city streets and walking rails on Saturday, September 21, 2024 from 7:00 A.M. to noon.
- 3.E. Approve Resolution No. 2024-19 approving the City of McCook's Social Media Policy.
- 3.F. Ratify the Mayor's appointments to the Building and Housing Code Advisory and Appeals Board - reappointing Brett Schmidt, Jon Stewart, and Paul Goodenberger - terms expire September 2028.
- 3.G. Declare the attached list of equipment as surplus city property and authorize staff to dispose of them at the appropriate time and the appropriate legal manner.
- 3.H. Approve the McCook Public Schools request to close the intersection of Norris Avenue and

"C" Street at approximately 1:00 P.M. on Wednesday, September 18, 2024 to allow for school homecoming activities.

- 3.I. Authorize Conflict of Interest Waiver to allow City Attorney to represent surviving victim in a wrongful death case against the at-fault driver that caused the death of a City of McCook employee.
- 3.J. Approve Employment Agreement with City Manager Nathan A. Schneider for fiscal Year 2024/2025 and authorize the Mayor to sign.

4. Regular Agenda.

- 4.A. Ordinance No. 2024-3085 providing for the adoption of the budget for FY 2024/2025.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3085 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. 2024-3085 has been read by title and I move to approve upon its second of three readings. This motion, made by Rambali and seconded by Calvin, passed.

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

City Manager Schneider stated that the final numbers proposal for property and casualty insurance and proposed capital items for the Public Works Department should be available by the final reading.

- 4.B. Ordinance No. 2024-3086 providing for the adoption of the FY 2024/2025 Fiscal Year Employee Classification Pay Plan.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3086 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2024/2025 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. 2024-3086 has been read by title, and I move to approve upon its second of three readings. This motion, made by Weedon and seconded by Muehlenkamp, passed.

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

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

Motion to approve an increase of the Restricted Funds Limit by an additional 1% for Unused Restricted Funds Authority. This motion, made by Muehlenkamp and seconded by Taylor, passed. Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

- 4.D. Ordinance No. 2024-3088 providing for the amendment of Chapter 38: Appendix E, Water Department Rates and Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3088 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E , WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2024-3076 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2024-3088 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Weedin and seconded by Muehlenkamp, passed. Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

- 4.E. Ordinance No. 2024-3089 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3089 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2024-3077 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

Ordinance No. 2024-3089 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 Rambali, passed. Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

- 4.F. Ordinance No. 2024-3072 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. 2024-3087 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. 2023-3072 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. 2024-3087 has been introduced, read by title, and I move to approve upon its first of three readings. This motion, made by Rambali and seconded by Taylor, passed.

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

4.G. Council Comments.

Council comments included thanking city staff for all the work they have put into the budget and noting that a ribbon cutting will be held at the airport tomorrow at 4:00 P.M. for Denver Air.

4.H. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to potential litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin.

Motion to go into executive session for the protection of public interest for a strategy session with respect to potential litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin at 6:30 P.M. This motion, made by Weedon and seconded by Calvin, passed.

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

Mayor Taylor stated for the record that at this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the purpose of the protection of public interest for a strategy session with respect to potential litigation - property located 1111 East "H" Street, Cindy and Ron Sabin. The Council will reconvene in public session following this closed session.

Included in the executive session were City Manager Schneider, City Attorney Mustion, Assistant City Manager Koetter, and City Clerk Doak.

Motion to come out of executive session at 6:45 P.M. This motion, made by Calvin and seconded by Weedon, passed.

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

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:45 P.M.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

McCook City Council
September 3, 2024
5:30 P.M. Central
Budget Hearing

THE BUDGET HEARING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA was held the 3rd day of September, 2024, at 5:30 P.M. in the City Council Chambers. Notice of the budget hearing was published in McCook Gazette on the 29th day of August, 2024.

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

Absent: None.

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

Others present: Anna LaBay, McCook Gazette reporter; Autumn Miller, Sarah Schneider, Craig Dickes, Mike Odell, Brian Calvin.

Mayor Taylor announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review.

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

1. Public Hearings.

1.A. Public Hearing - FY 2024/2025 Annual Budget.

At 5:33 P.M., motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the proposed FY 2024/2025 Annual Budget with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

YEA: 5, NAY: 0, ABSENT: 0

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated September 3, 2024 meeting (1 page); Exhibit #2 - Notice of Hearing published (1 page); and Exhibit #3 - Transmittal Letter dated September 3, 2024 (5 pages). Three copies of the proposed budget statement were available to the public.

City Manager Schneider read the Budget Transmittal Letter, outlining the key provisions of the

proposed budget statement, including, but not limited to, a comparison with the prior year's budget.

The floor was then opened for public comment on the proposed budget statement. No members of the public present commented.

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

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

The budget hearing was closed at 5:56 P.M.

Adjournment.

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

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

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 4.B. Approve and authorize Mayor Linda Taylor to sign a Memorandum of Understanding between the City of McCook and the McCook Professional Firefighters Association, Local 2100, allowing for one additional floating holiday to be added to the controlling collective bargaining agreement and amending the collective bargaining unit's contractual pay grid to reflect the findings in the recently completed wage study.

BACKGROUND:

The collective bargaining agreement between the City of McCook and McCook's Fraternal Order of Police established a new pay grid utilizing the findings of the recently completed wage study and also added one more floating holiday to the list of approved holidays which puts McCook inline with other communities included in our wage study array. With respect to the McCook Professional Firefighters Association, a Memorandum of Understanding which stipulates to the additional holiday and enacts the new wage study aligned pay grid is the preferred way to denote the change without the necessity of opening the current collective bargaining agreement. Due to the fact that the changes become effective on October 1, 2024, it would be simpler to execute an MOU, similar to similar adjustments made in prior years during the term of the collective bargaining agreement. The current collective bargaining agreement ends on September 30, 2025.

APPROVALS:



Nathan A. Schneider, City Manager

September 10, 2024



Lea Ann Doak, City Clerk

September 10, 2024

MEMORANDUM OF UNDERSTANDING

CITY OF McCOOK, NEBRASKA

AND

**McCOOK PROFESSIONAL FIREFIGHTERS
ASSOCIATION LOCAL #2100**

Whereby the City of McCook (the “City”) and the McCook Professional Firefighters Association Local #2100 (the “Collective Bargaining Unit”) wish to continue with the current labor agreement dated September 21, 2020, the following amendments to the City’s and Collective Bargaining Unit’s Collective Bargaining Agreement, governing the period of October 1, 2020 to September 30, 2025, have been agreed upon and the parties wish to incorporate the amendments into the Collective Bargaining Agreement without opening up the contract for negotiations.

The City and Collective Bargaining Unit agree to amend the Collective Bargaining Agreement as follows:

Article VIII. Wages. Pay Grid. The pay grid to be utilized during the term of this Agreement is attached hereto and made a part hereof as Attachment “B”. Attachment “B” shall replace and supercede Attachment “A” to this Agreement.

Article XIII. Holidays. Section 2. Designated Holidays.

- (i) Three Floating Holidays to be celebrated each calendar year upon the approval of the department head in full shift increments only. It is understood that it is the employee’s responsibility to give the City at least one week notice of the date when he/she intends to celebrate the Floating Holiday. The Floating Holidays must be taken by the employee between January 1 and December 31 of each year and will not be carried over to the following year. At least one Floating Holiday day must be used by July 1 of each year or it shall be forfeited.

The terms of this Memorandum of Understanding shall commence on October 1, 2024. All items agreed to herein shall be incorporated into the Collective Bargaining Agreement dated September 21, 2020. No other terms contained within the Collective Bargaining Agreement dated September 21, 2020 shall be modified or effected by this Memorandum of Understanding.

Agreed to and approved the ___ day of September, 2024

CITY OF MCCOOK, NEBRASKA

MCCOOK PROFESSIONAL
FIREFIGHTERS ASSOCIATION LOCAL
#2100

By: _____
Linda Taylor, Mayor

By: _____
Rick Metcalf, President

By: _____
James Slaten, Vice President

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING**

ITEM: 4.C.

RECOMMENDATION – Declare the abandoned, unclaimed, surplus vehicles and property as surplus City property to be disposed of in the appropriate legal manner.

BACKGROUND:

The McCook Police Department has secured title to the listed impounded, abandoned, and unclaimed vehicles to be declared as surplus property. The department also has received additional items of abandoned, unclaimed, and surplus property other than vehicles which are listed separately on the attached forms. Nebraska State Statute mandates that abandoned, unclaimed, and surplus property be sold at auction. Proceeds from the auction will be paid to the City of McCook General Fund in the manner described in statute.

**FISCAL
IMPACT:** None.

APPROVALS:



Kevin Hodgson, Police Chief

September 10, 2024



Nathan A. Schneider, City Manager

September 10, 2024

2024 Auction List from the McCook Police Department

2016	DODGE	CHARGER	UNIT #6	2C3CDXKT2GH260086
2003	PONTIAC	VIBE	48M594 BLK	5Y2SN64L23Z408498
2006	CHRYSLER	300	BLUE	2C3LA63H16H104973
2000	CADILLAC	EL DORADO	MAR	1G6EL12Y8YU153920
1995	CHEVY	SUBURBAN	RED/BLACK	1GNFK16K6SJ309804
2004	CHEVROLET	CLASSIC	WHITE	1G1ND52FX4M622234
1998	HONDA	ACCORD	6HIR499 WHI	1HGCG5658WA108959
1993	HONDA	CIVIC	BLUE	JHMEH9695PS000730
2008	CHRYSLER	TOWN & COUNTRY	48-L494 BLUE	2A8HR54P68R794509
1991	OLDSMOBILE	REGENCY	48M994 / BLUE	1G3CW53L0M4324563
2008	PONTIAC	G6	GRY / 48E445	1G2ZG57N384185221
2000	FORD	ESCORT	48-H672 WHITE	3FAKP1138YR118995
2007	SUZUKI	XL7	48-F974 WHITE	2S3DA217376113188
2001	LINCOLN	LS	48-K731 BLACK	1LNHM87A81Y614703
2008	PONTIAC	GRAND PRIX	48-E509 WHITE	2G2WP552781156604
16	BIKES			

CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 MCCOOK CITY COUNCIL MEETING

ITEM 4.D. Receive and file an Agreement for the Provision of Limited Professional Services with Miller & Associates, Consulting Engineers, P.C., for the purpose of developing a Redevelopment Plan and assisting with the preparation of Funding Application for the Municipal Infrastructure Aid Program (MIAP) for a Sportsplex in the City of McCook.

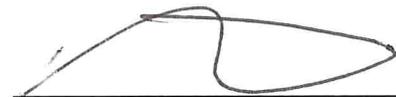
BACKGROUND:

City of McCook staff has asked Miller & Associates to provide professional services for the City with respect to creating a Redevelopment Plan for the City of McCook and assisting with the application for the Nebraska Department of Economic Development's MIAP Grant. If awarded a MIAP grant, the funds can be used to install infrastructure to the Sportsplex and surrounding area. The goal of the MIAP program is to facilitate approved redevelopment plans under the Community Development Law, attract and support new business or business expansion, create additional high-quality jobs, increase business investment, and revitalize rural or other distressed areas in the State of Nebraska. A Redevelopment Plan is necessary in order to qualify for the MIAP grant. Per Neb. Rev. Stat. 1802103 (27), the Redevelopment Plan must (a) conform to the City of McCook's comprehensive plan and (b) indicate the needs of a redevelopment area and implement needed zoning and planning changes, land use updates, maximum density requirements and establish building requirements.

A 25% city match is required of the MIAP grant. The match can be paid for through the use of recreational bond proceeds. The application must be submitted by November 1, 2024.

Council approval of the agreement is not necessary, but Staff is placing the item before the Council for informational purposes.

APPROVALS:



Nathan A. Schneider, City Manager

September 11, 2024



Lea Ann Doak, City Clerk

September 11, 2024

An Agreement for the Provision of Limited Professional Services

CONSULTANT: MILLER & ASSOCIATES,
CONSULTING ENGINEERS, P.C.
1111 Central Avenue
Kearney, NE 68847
(hereinafter called *CONSULTANT*)

OWNER: CITY OF MCCOOK
505 West "C" Street
PO Box 1059
McCook, NE 69001
(hereinafter called "*CLIENT*")

Date: September 17, 2024

Project No. 200-G1-028

Project Name/Location: Redevelopment Plan and assisting with the preparation of Funding Application for the Municipal Infrastructure Aid Program (MIAP) for a Sportsplex in the City of McCook, Nebraska

Scope/Intent and Extent of Services: The basic services are premised on the following:

TASK 1 – Redevelopment Plan

- Develop a General Redevelopment Plan for McCook's Proposed Sportsplex, including data.
- Create maps required for the General Redevelopment Plan
- Submit seventeen (17) hard copies and one (1) electronic copy of the report to CLIENT
- Attend public meetings and public hearings per the CLIENT'S request
- The CONSULTANT will assist the CLIENT with the formal approval process which will require Public Hearings at the Planning Commission and City Council levels.

TASK 2 – MIAP Grant Application

- Consult with the City to: – 1) Begin application in Amplifund, 2) Assist with letter of support and requested documentation, and 3) Finalize an approved budget.
- Research and compose the narrative for the application based on the application guidelines and the redevelopment plan under the Community Development Law.
- Research and address the application questionnaire covering the: – 1) Relationship between the Infrastructure Project and the Redevelopment Plan, 2) Cost Benefit Analysis, 3) Maps demarcating the redevelopment area with infrastructure improvements, 4) Project Timeline, 5) Show how the project will support new business development, 6) Show how the project will support the creation of additional high-quality jobs, and 7) Show how the project will revitalize this rural community.
- Finalize the application within the Amplifund System.

Fee Arrangement: Services will be invoiced as follows:

Task 1 - Redevelopment Plan:	\$15,000 L.S.
Task 2 - MIAP Application Preparation:	\$5,000 L.S.

Offered by:

H J Combs
signature date 9-9-24

H. Jason Combs, M.S., Ph.D.,
Community & Regional Planner
printed name/title

Miller & Associates
Consulting Engineers, P.C.
CONSULTANT

Accepted by:

signature date

printed name/title

City of McCook
CLIENT

The *General Terms and Conditions* on the following pages are a part of this Agreement

GENERAL TERMS AND CONDITIONS

Consultant Responsibilities

STANDARD OF CARE: Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Consultant makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

CODE COMPLIANCE: Consultant shall review applicable laws, codes, and regulations and, in the provision of its Services, shall respond to such requirements imposed by the governmental authorities having jurisdiction over the Project and reasonably known to Consultant at the time services are provided. Client acknowledges that the requirements of the federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations and requirements.

COST EVALUATION: Evaluations of Client's budget for the Cost of the Work, the preliminary opinions of the Cost of the Work, and updated opinions of the Cost of the Work prepared by Consultant, represent Consultant's judgment as a design professional. It is recognized, however, that neither Consultant nor Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the Cost of the Work or from any opinion of the Cost of the Work or evaluation prepared or agreed to by Consultant.

DELIVERABLES (PER SCOPE OF SERVICES): Consultant shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the Scope of Services section.

Client Responsibilities

PROJECT SCOPE AND BUDGET: Client shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the Cost of the Work. The Project budget shall include contingencies for design development and, when required by the scope of the Project, construction of the project. Client shall not significantly increase or decrease the overall Project scope, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of Consultant to a corresponding change in the Project scope, quality, schedule, and compensation of Consultant.

DESIGNATED CLIENT REPRESENTATIVE: Client shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to the Project. The Client or its Designated Representative shall render decisions and approve Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services and Project schedule.

ACCESS TO SITE: Unless otherwise stated, Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities, but the cost of restoration of any resulting damage has not been included in the fee.

CLIENT PROVIDED SERVICES AND INFORMATION: Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project. In addition, Client shall furnish the services of design professionals other than those designated as the responsibility of Consultant in this Agreement or authorize Consultant to furnish them as an Additional Service, when Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project.

Consultant shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by Client, its Designated Representative, and Client's Consultants. Consultants shall have no responsibility for the technical content of Client's, its Designated Representative's, and Client's Consultants' services and information but shall provide prompt written notice to Client if Consultant becomes aware of any error, omission, or inconsistency in such services or information.

CONSTRUCTION CONTRACTS & RESPONSIBILITIES: When applicable to the scope of the Project, Client shall retain a qualified contractor, licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project ("Work") utilizing a construction contract based on General Conditions of the Contract for Construction. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of that policy; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

Client understands and acknowledges that (1) Consultant has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over,

construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

CLIENT'S REDUCTION OF SCOPE OF SERVICES: If Client elects to terminate, modify, or reduce any portion of Consultant's Services under this Agreement, Client shall indemnify and hold Consultant and its subconsultants harmless from and against damages, losses, and judgments arising from claims by Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities Consultant did not provide or in which Consultant did not participate.

General Provisions

LIMITATION OF DAMAGES: The Services covered by this Agreement are of a preliminary or limited nature; therefore, neither Consultant, Consultant's subconsultants (if any), nor their agents or employees shall be jointly, severally, or individually liable to Client in excess of compensation to be paid pursuant to the Agreement, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

OWNERSHIP OF DOCUMENTS: All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultants shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of construction, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, or use of documents after termination, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expense, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

USE OF CONSULTANT-PROVIDED INFORMATION: The information provided by Consultant is intended for the exclusive use of Client for the Scope of Services defined herein and is not to be transmitted for the use of any other party nor used for any other project. Client agrees to defend, indemnify, and hold Consultant harmless from any claims, costs, and expenses, including attorneys' fees and costs of litigation, which result from any unauthorized or unintended use of Consultant-provided information, or transmission by Client to others of the information resulting from Consultant's Scope of Services.

MUTUAL INDEMNIFICATION: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages or liabilities, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages or liabilities, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that both the Consultant and Client has no duty to defend the other from and against any claims, causes of action, or proceedings of any kind.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES: Consultant and Client waive consequential damages (such as lost profits, lost revenue, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligation.

DISPUTE RESOLUTION: Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a session as a condition precedent to mediation.

Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and Consultant or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to non-binding mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, The method of binding dispute resolution shall be Litigation in a court of competent jurisdiction.

HAZARDOUS MATERIALS: Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials or toxic substances in any form located on the Project site. If hazardous materials are present, Client shall be responsible to remove them from the Project site in the manner that will not adversely affect the health of any person and comply with applicable governmental laws and regulations. Client shall indemnify and hold Consultant harmless from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Consultant's services and equitable adjustment of fees for Consultant as mutually agreed by the parties.

EXISTING CONDITIONS: Documents prepared by Consultant will be prepared based upon reasonable assumptions derived from existing information provided by Client and from observations of the existing conditions by Consultant without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the Work may require changes in the Work resulting in additional cost and delay for which Client shall maintain sufficient contingency. Services required by such changes shall be provided as additional services per this Agreement.

DISCLAIMER OF THIRD-PARTY RELIANCE: Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or Consultant.

GOVERNING LAW: This Agreement for Professional Services shall be governed by, and performed in compliance with the laws of the state where the Project is located. Any mediation or litigation will reside in Nebraska.

ASSIGNMENT: Client and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the Agreement. Neither Client nor Consultant shall assign the Agreement without the written consent of the other, except that Client may assign this Agreement to a lender providing financing for the Project, provided that all monies owed Consultant are paid prior to the date of assignment.

PROJECT SCHEDULE : In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or direct failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in violation of this Agreement due to such delays.

BILLING/PAYMENTS: Invoices for the Consultant's services shall be submitted, at the Consultant's option, either between completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers (if any) shall be credited on the final invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

SUSPENSION AND TERMINATION: In the event of suspension of Services, as outlined above or for any other reason beyond Consultant's control, Consultant will have no liability to Client for delay or damage resulting from such suspension. Prior to resuming Services, Consultant shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses, including attorneys' fees, incurred collecting delinquent payments. In addition, Consultant's fees for remaining Services and associated time schedules will also be equitably adjusted.

The Agreement may be terminated for cause after a ten (10) day cure period by either party or for convenience with written notice by Client. Upon termination, all invoices presented by Consultant for Services provided, including reimbursable expenses then due and any costs incurred in pursuit of delinquent payments, shall become immediately due and payable. In the event of termination for convenience, Client shall pay to Consultant a termination fee of ten percent (10%) of fees not yet earned.

CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING

ITEM: 4.E. Approve Resolution No. 2023-24 adopting the First Amendment to the City of McCook, Nebraska Firefighters Retirement, said amendment is to adopt certain changes enacted under the Cities of the First Class Firefighters Retirement Act, and to adopt other changes required by applicable law.

BACKGROUND:

The attached First Amendment to the City of McCook, Nebraska Firefighters Retirement Plan adopts the recent changes under LB 686 as they apply to Cities of the First Class Firefighters Retirement Act.

Part I of the First Amendment changes the definition of "Compensation" as set forth in the Act. The new definition now specifically includes overtime, call-in, and callback pay, while clothing allowances remain excluded. This provision was effective as of July 19, 2024. Even though it was not in the City's current plan, overtime, call-in, and callback pay were included in the compensation calculation.

Part II of the First Amendment changes the required employee contribution percentages as amended in the Act. The required employee contribution percentage will be as follows:

- 6.5% until September 30, 2024;
- 8.7% from October 1, 2024, through September 30, 2025;
- 10.7% from October 1, 2025, through September 30, 2026; and
- 12.7% on and after October 1, 2026.

Note that, effective as of July 20, 2024, if a Participant is part of an "absolute coverage group", their required contribution percentage is reduced by 6.2%. This language has been added to the Plan document, but the City's firefighters are not part of an absolute coverage group, so this provision does not apply.

Part III of the First Amendment changes the required employer contribution percentages as amended in the Act. The required employer contribution percentage will be as follows:

- 13% until September 30, 2025;
- 14% from October 1, 2025, through September 30, 2026; and
- 15% on and after October 1, 2026.

Part IV of the First Amendment adds a new provision that an under paid pension of a deceased firefighter will be paid in a lump sum to the surviving spouse, even if the surviving spouse remarries, if there are no minor children at the time of the surviving spouse's remarriage.

Part V of the First Amendment adds new statutory language to Section 12.2 of the Plan (related to Plan Investments) that would allow the Retirement Committee to pool assets and administration of the Plan with one or more other cities of the first class.

CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING
Page - 2

FISCAL
IMPACT: None in current Fiscal Year or in FY24/25

APPROVALS:



Lea Ann Doak, City Clerk

September 11, 2024



Tera Koetter, Assistant City Manager

September 11, 2024



Nathan A. Schneider, City Manager

September 11, 2024

RESOLUTION NO. 2024-24

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

1. Adoption of First Amendment to the City of McCook, Nebraska Firefighters Retirement Plan: NOW, BE IT RESOLVED, that the City shall amend and it hereby does adopt, effective January 1, 2013, the First Amendment to the City of McCook, Nebraska Firefighters Retirement Plan and Trust (the "Plan") in the form of the First Amendment attached hereto and by this reference fully incorporated herein. The purpose of said Amendment is to adopt certain changes enacted under the Cities of the First Class Firefighters Retirement Act, and to adopt such other changes required by applicable law or as otherwise determined to be necessary and appropriate by the City.
2. Authorization: NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Mayor and other appropriate elected officials and officers of the City of McCook shall be, and they hereby are, authorized to do all things necessary to carry out and accomplish the foregoing Resolution, including the execution of any document or amendment which may be necessary or appropriate to amend and administer the Plan, including such actions as may be necessary or appropriate to achieve and maintain qualification of the Plan under Section 401(a) of the Internal Revenue Code of 1986, as amended, as such sections apply to government plans.

PASSED AND APPROVED this _____ day of _____, 2024.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

FIRST AMENDMENT

CITY OF MCCOOK, NEBRASKA FIREFIGHTERS RETIREMENT PLAN

The City of McCook, Nebraska Firefighters Retirement Plan (the "Plan"), as amended and restated effective January 1, 2013, is hereby further amended to incorporate revisions to the Cities of the First Class Firefighters Retirement Act, as follows:

I.

The first sentence of Section 2.3 of the Plan is hereby amended effective July 19, 2024, to provide as follows:

"Compensation means all amounts paid to a Participant, including overtime, call-in, and callback pay, but excluding clothing allowances, and as reported on the Participant's federal income tax withholding statement, that is paid by the City to a Participant for personal services as a Firefighter of the City, and in addition thereto, employee contributions picked-up by the City, as provided in Article V, to the extent not included in the Participant's gross income as salary or wages."

II.

Section 5.2 of the Plan is hereby amended effective October 1, 2024, to provide as follows:

"5.2 "Employee Contributions". Prior to October 1, 2024, each Participant will have employee contributions deducted from his or her periodic salary payments in an amount equal to six and one-half percent (6.5%) of the Participant's Compensation for such period. Effective with periodic salary payments made on or after October 1, 2024, and through September 30, 2025, each Participant will have employee contributions deducted from his or her periodic salary payments in an amount equal to eight and seven-tenths percent (8.7%) of the Participant's Compensation for such period. Effective with periodic salary payments made on or after October 1, 2025, and through September 30, 2026, each Participant will have employee contributions deducted from his or her periodic salary payments in an amount equal to ten and seven-tenths percent (10.7%) of the Participant's Compensation for such period. Effective with periodic salary payments made on or after October 1, 2026, each participant will have employee contributions deducted from his or her periodic salary payments in an amount equal to twelve and seven-tenths percent (12.7%) of the Participant's Compensation. Such employee contributions shall be credited to the Participant's employee contribution account on a monthly basis and shall be paid to the Pension Fund no later than the fifteenth (15th) day of the month following the month in which the employee contributions were deducted by the City from the Participant's salary.

The foregoing paragraph notwithstanding, effective July 20, 2024, if a Participant is covered by an "absolute coverage group", such Participant's required employee contributions determined under this Section 5.2 shall be reduced by an amount equal to six and two-tenths percent (6.2%) of the Participant's Compensation. For purposes of this Plan, "absolute coverage group" shall mean an absolute coverage group as described in 20 C.F.R. 404.1205, as such regulation existed on January 1, 2024."

III.

Section 5.3 of the Plan is hereby amended effective October 1, 2025, to provide as follows:

"5.3 Employer Contributions. "Prior to October 1, 2025, the City will make employer contributions for each Participant in an amount equal to thirteen percent (13%) of the Participant's Compensation. Effective with periodic salary payments made on or after October 1, 2025, and through September 30, 2026, the City will make employer contributions for each Participant in an amount equal to fourteen percent (14%) of the Participant's Compensation. Effective with periodic salary payments made on or after October 1, 2026, the City will make employer contributions for each Participant in an amount equal to fifteen percent (15%) of the Participant's Compensation. Such contributions will be paid into the Pension Fund and credited to the Participant's employer contribution account on a monthly basis.

The foregoing paragraph notwithstanding, effective July 20, 2024, if the Firefighters employed by the City are covered by an "absolute coverage group", such City's required employer contributions determined under this Section 5.3 shall be reduced by an amount equal to six and two-tenths percent (6.2%) of the Participant's Compensation."

IV.

Section 9.3 of the Plan is hereby amended to provide as follows:

"9.3 Survivor's Income Benefits.

- (a) In the event of the death of any Participant prior to retirement while in the line of duty, or in case death is caused by or is the result of injuries received while in the line of duty, and if the deceased Participant is survived by a spouse or minor children, a monthly pension benefit equal to fifty percent (50%) of the Participant's Final Compensation at the time of death shall be paid to the surviving spouse, or upon his or her remarriage or death, to the minor child or children during such child's or children's minority subject to deduction of the amounts paid as Workers' Compensation Benefits on account of death in the same manner as provided in Section 13.7.
- (b) In the event the surviving spouse or minor children of a deceased Participant who are entitled to survivor benefits in paragraph (a) above should die before the aggregate amount of payments received by the Participant and such surviving beneficiaries, if any, equals the total value of the deceased Participant's employee contribution account at the time of the first death benefit payment, the difference between such original amount in the employee contribution account and the aggregate amount of payments that have been paid to the Participant during life or his or her survivor beneficiaries after death shall be paid in a single sum to the Participant's surviving beneficiary or beneficiaries, or in the absence of a surviving beneficiary, to the duly qualified personal representative of the Participant's estate.
- (c) In the event the surviving spouse remarries and there are no minor children at the time of remarriage, and the aggregate amount of payments received by the Participant and his or her surviving beneficiaries, if any, is less than the total amount in the Participant's employee contribution account at the time of remarriage, the difference between the total amount in the employee contribution account and the aggregate amount of payments received by the Participant and his or her surviving beneficiaries, if any, shall be paid in a single lump sum to the surviving spouse who remarried.

- (d) To the extent that the Retirement Value at the date of death exceeds the amount required to purchase or otherwise provide the pension benefit specified under paragraph (a) above, as reduced by any amounts paid as Workers' Compensation Benefits, the excess shall be paid to the Participant's beneficiary or beneficiaries as provided in Section 9.1.
- (e) As used herein, the term "minor child" shall mean any child of the Participant who is a minor under Nebraska law and who is a "dependent" of the Participant within the meaning of Section 152 of the Internal Revenue Code. If there is more than one minor child eligible to receive survivor benefits under paragraph (a) above, each such child shall share equally in the total pension benefit to the age of his or her majority, except that as soon as such child attains the age of majority, such pension benefit to such child shall cease and be reallocated among the remaining minor children until the last remaining child dies or reaches the age of majority.
- (f) In the event any pension benefit is payable to a minor child, such benefit shall be paid for the benefit of such child to the child's surviving parent or, if there is no surviving parent, to his or her legal guardian."

V.

Section 12.2 of the Plan is hereby amended to provide as follows:

"12.2 Plan Investments. Investment of the Pension Fund shall be under the general direction of the Retirement Committee. The City, on behalf of the Plan, and subject to approval of the Retirement Committee, shall contract with an insurance company, trust company, investment management firm or other financial institution, including, but not limited to brokerage houses, investment managers, savings and loan associations, banks, and credit unions, to invest and reinvest such portion of the Pension Fund as may be assigned by the City. Investment of the Pension Fund may be made without distinction between principal and income. Such investment contracts may also extend to the establishment, maintenance and management of any segregated investment account established pursuant to Sections 10.7 or 12.6. Such financial institutions shall under no circumstances be deemed a party to this Plan for any purpose or have any responsibility for the validity or tax qualification of this Plan. In investing the Pension Fund, the person or firm under contract shall invest the Pension Fund pursuant to the policies established by the Nebraska Investment Council.

The Retirement Committee may, by written agreement and approval of one or more retirement committees of other cities of the first class, agree to pool investments and administration of plan benefits with a single administrative and investment agent. Any such agreement shall be made using an interlocal agreement that expressly states that the City shall not be liable for ongoing management of pooled investments or any liability relating to such management.

The powers, duties, and responsibilities of any financial institution contracting to invest and reinvest the Pension Fund shall be limited to those powers, duties and responsibilities set forth in the contract with the City or Trustee, and the liability of such financial institution shall not exceed or extend to any matter not otherwise specified in such contract. Such financial institution may, to the extent necessary or proper under the contract, have custody of the assets of the Pension Fund. The City, the Retirement Committee, the Trustee, and the City Council, its members, and all officers and employees of the City shall have no liability or responsibility with respect to the

investment performance of the portion of the Pension Fund under management by financial institutions under contract with the City.”

VI.

The foregoing amendments to the Plan shall supersede the existing provisions of the Plan to the extent those provisions are inconsistent with the provisions of this First Amendment. The remaining terms and provisions of the Plan are hereby confirmed and ratified in all respects except insofar as the foregoing provisions of this First Amendment amend the same.

IN WITNESS WHEREOF, the City of McCook, Nebraska, has caused this First Amendment to the City of McCook, Nebraska Firefighters Retirement Plan to be executed by its duly authorized City officer, and the Trustee has caused this Amendment to the Plan to be executed.

Executed this _____ day of _____, 2024.

CITY OF MCCOOK, NEBRASKA,
Employer

By: _____
Its: _____

TRUSTEE

By: _____
City Treasurer

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM 4.F.

Approve Resolution No. 2024- 20 amending and updating the City of McCook's employee handbook to include one additional floating holiday in Section 7.12 - Holidays.

BACKGROUND:

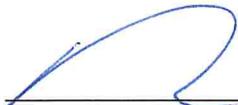
In December of 2020, the McCook City Council approved Resolution No. 2020-32 which served to update the City of McCook's employee handbook. The handbook must be amended in order to modify Section 7.12 - Holidays, said amendment needed to add one additional floating holiday to the list of the City's recognized holidays. The additional holiday was bargained for in the most recent collective bargaining agreement with McCook's Fraternal Order of Police after reviewing the benefit section of the recently completed wage study. In order to guarantee that all staff members receive similar benefits, the City of McCook's employee handbook should be updated to assure equal treatment. Adding the holiday will bring the City of McCook's recognized holidays in line with other similarly situated communities considered as array communities to McCook.

APPROVALS:



Lea Ann Doak, City Clerk

September 10, 2024



Nate Schneider, City Manager

September 10, 2024

RESOLUTION 2024-20

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

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

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

- SECTION 1. The City of McCook Employee Handbook dated December 21, 2020, amended September 3, 2024, November 21, 2022, and March 15, 2021, a copy of which is attached hereto, is hereby approved and adopted by the City Council.
- SECTION 2. This Resolution and the Employee Handbook attached hereto shall take effect January 1, 2025. All employees of the City shall be provided a copy of such Employee Handbook and shall sign an acknowledgement and receipt therefore.
- SECTION 3. The City of McCook, Nebraska Employee Handbook and any amendments thereto are hereby rescinded effective January 1, 2025.

PASSED AND ADOPTED this 16th day of September, 2024.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk

City of McCook

Employee Handbook

December 21, 2020

Approved by Resolution No. 2020-32 - December 21, 2020

Amended by Resolution No. 2021-04 - March 15, 2021

Amended by Resolution No. 2022-18 - November 21, 2022

Amended by Resolution No. 2024-20 - September 3, 2024



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Core Policies

1.0 Welcome

1.1 A Welcome Policy

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

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

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

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

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

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

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

1.2 At-Will Employment

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

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

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

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

1.3 Revisions to Handbook

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

2.0 Introductory Language and Policies

2.1 About the City of McCook

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

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

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

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

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

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

1. Airport Advisory Commission
2. Airport Zoning Board
3. Board of Health
4. Board of Zoning Adjustment
5. Building Housing Code & Advisory & Appeals Board

6. Civil Service Commission
7. Housing Agency Board
8. Library Advisory Board
9. Parks Advisory Board
10. Planning Commission
11. Senior Citizens Advisory Board
12. Tree Advisory Board
13. Community Development Agency

2.2 Mission Statement

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

2.3 City of McCook Facilities

The City is organized into seven major departments as follows:

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

2.4 Ethics Code

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

We expect that officers, directors, and employees will not knowingly misrepresent the City and will not speak on behalf of the City unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the City or operations, or that of our customers or partners,

is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

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

2.5 Political Activity

An employee may not participate in political activities during working hours or when otherwise engaged in the performance of official duties. No employee shall engage in any political activity while wearing a uniform required by the City unless authorized by the City Manager. Unless restricted by state or federal law, an employee may participate in political activities on personal time. The responsibilities of holding office as a City Councilman are inherently in conflict with the duties and responsibilities of a City employee. City employees may file and run for office on the City Council, but should they be elected, their City employment shall be deemed terminated the first Monday following the election.

3.0 Hiring and Orientation Policies

3.1 Conflicts of Interest

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

3.2 Employment of Relatives

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

3.3 Job Descriptions and Classification Plan

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

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

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

All positions in the City are listed in the City pay schedule which sets the rate of pay for the various positions according to the relative difficulty, responsibilities, qualifications, prevailing rates of pay, cost of living factors, financial policy of the City, and other economic considerations. The pay plan

insures that persons holding the same or similar positions in the City are compensated on an equal basis except for pay differences resulting from merit increases or longevity.

Maintaining the Pay Plan

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

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

3.4 New Hires and Probationary Periods

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

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

3.5 Recruitment

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

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

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

3.6 Training Program

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

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

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

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

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

3.7 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with City of McCook. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Department Head or Supervisor.

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

3.8 Employment Requirement - Residence

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

3.9 Access to Personnel and Medical Records Files

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

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

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

3.10 Disability Accommodation

City of McCook complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this

commitment, the City will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

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

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

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

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

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

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

3.11 EEO Statement and Non-Harassment Policy

Equal Opportunity Statement

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

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

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

Policy Against Workplace Harassment

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

Sexual Harassment

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

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

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the City or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

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

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

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

Reporting Discrimination and Harassment

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

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

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

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

3.12 Religious Accommodation

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

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

4.0 Wage and Hour Policies

4.1 Attendance Policy

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

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

4.2 Direct Deposit

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

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

4.3 Payroll Deductions

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

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

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

4.4 Pay Period

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

4.5 Pay Increases

Cost of Living

The City will endeavor to maintain the employees' pay at par with any increases in the cost of living on an annual basis as it is possible without jeopardizing the City's financial position. The pay schedule shall be revised to accommodate the increase or decrease in the cost of living. Such cost-of-living adjustments are subject to City Council approval during the budget process.

Merit

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

Longevity

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

4.6 Recording Time

City of McCook is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the City has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to

record all working time using City timecards/time sheets/punch clock. Exempt employees may also be required to track days or time worked at the discretion of the City Manager. Speak with your Department Head or Supervisor for specific instructions.

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

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

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

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

4.7 Compensation and Overtime

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

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

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

Non-exempt Employees who work beyond the hours in their given work period shall be compensated overtime at time and one-half (1½) their regular hourly rate. All periods during which employees are completely relieved from duty which are long enough to enable them to use the time effectively for their own purposes are not hours worked. All overtime must be approved in advance, in writing, by your Department Head or Supervisor.

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

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

The regular rate is computed by including base pay, merit pay, longevity pay, and all other pay actually received. For the purposes of computing overtime pay, the hours worked DO NOT include hours when acting as a volunteer fire or ambulance responder and pay received from employer contributions to fringe benefits such as retirement plans and insurance. Vacation, sick, or other leaves granted with pay shall NOT count as hours worked for the purpose of determining overtime pay. Compensatory time off in-lieu of overtime pay. Comp time shall be given at a rate of not less than one and one-half (1½) hours for each hour of overtime worked. Employees shall work

overtime and shall be on call when necessary. Overtime shall be worked only with specific authorization by the department head or, in the department head's absence, the employee's supervisor, and shall be allocated as evenly as possible among all employees qualified to do the work. This written notification must be submitted in advance to the department head or supervisor. If the department head or supervisor is unavailable for authorization of overtime, or if time does not allow advance written notification, the request shall be submitted for retroactive approval except in emergency situations. An employee shall be given at least twenty-four (24) hours advance notice of scheduled overtime. Compensation for overtime shall be paid to the employee at the rate of time and one-half (1½).

4.8 Compensatory Time

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

Department heads are permitted to give eligible employees compensatory time off in-lieu of overtime pay. Comp time shall be given at a rate of not less than one and one-half (1 ½) hours for each hour of overtime worked. "Compensatory time" and "compensatory time off" are defined as hours when an employee is not working, and which are paid for at the employee's regular rate of pay. These hours are counted as hours worked in the week which they are paid.

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

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

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

Department heads are not eligible for compensatory time.

4.9 Civil Service Commission

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

4.10 Meal and Rest Periods Policy

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

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

4.11 Accommodations for Nursing Mothers

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

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

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

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

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

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

4.12 Call Back

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

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

4.13 Travel Time Pay/Reimbursement Rates/Meals

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

Home to Work Travel

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

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

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

Travel That Is All in a Day's Work

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

Travel Away from Home Community

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

Calculating and Reporting Travel Time

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

Meals

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

4.14 Wage Disclosure Protection

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

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

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

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

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

4.15 Separation Pay

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

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

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

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

5.0 Performance, Discipline, Layoff, and Termination

5.1 Open Door/Conflict Resolution Policy/Grievances

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

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

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

After reviewing the situation, the City Manager will respond to the employee within ten (10) working days following receipt of the appeal. The City Manager may support the department head's decision or reverse the decision. The decision of the City Manager is final.

5.2 Promotions

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

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

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

5.3 Transfers

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

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

5.4 Workforce Reductions (Layoffs)

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

5.5 Retirement

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

5.6 Outside Employment

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

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

5.7 Supervisor-Employee Conferences

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

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

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

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

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

5.8 Standards of Conduct

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

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

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

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

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

5.9 Disciplinary Process

Violation of City of McCook policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The City encourages a system of progressive discipline depending on the type of prohibited conduct. However, the City is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

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

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

1. Oral Reprimand - a verbal notice to an employee that his or her behavior or performance must be improved or corrected. An oral reprimand may be given by the immediate supervisor and defines the improvement or corrective action required and informs the employee that failure to comply with the oral warning will result in more serious action. Supervisors shall record the date and subject of the oral reprimand.
2. Written Reprimand - a written notice to an employee that his or her performance or behavior must be improved or corrected. Such notice may be given by an immediate supervisor and shall contain a statement of the cause for the action, improvement, or corrective action required of the employee, time frames for such action, and possible results of the employee's failure to comply. Written reprimands may be placed in the employee's personnel file. An employee receiving a written reprimand may respond to that action and a copy of the response may be attached to the reprimand.
3. Suspension - the temporary removal of an employee from duty without pay. Suspension may be used when other means have been tried without success and it is believed that suspension will bring about the required improvement in the employee's behavior or performance, or when the cause is sufficiently serious to warrant such action. If a situation arises wherein an employee must be immediately removed from the work site, a supervisor may take such action to be followed by the formal action as set forth in this section.
4. Investigative Leave - the temporary removal of an employee from duty with or without pay at the City Manager's discretion while an investigation is completed.
5. Disciplinary Probation - a brief probationary period during which an employee is expected to improve in one or more areas of behavior or performance. The employee will be informed in writing of the expected improvements. This differs from a written reprimand in that the employee will be evaluated at the conclusion of the disciplinary probation to assess improvement, and to form a basis for further disciplinary action if needed. The writing will serve as a corrective action plan to ensure behavior performance is corrected.
6. Demotion - the reduction of an employee from his or her present position to a lower classification, due to the employee's inability to perform the duties of his or her present position. Any demoted employee may retain all seniority and may assume a salary commensurate with the lower classification. Demotion actions may be placed in the employee's personnel file.
7. Discharge - the removal of an employee from City service. Discharge will be used when other means of improving the employee's behavior or performance have failed, or when

the nature of the misconduct warrants this action. When considering the suspension, disciplinary probation, reduction in pay, demotion or discharge of a permanent employee, a department head may, after investigation to determine the factual basis for the allegation, take the following steps:

- a) Notify the employee of the factual allegations giving cause to possible discipline.
- b) Set a date, time, and place for an informal hearing to determine the truth or falsity of the allegations and possible discipline (no recording of proceedings need to be kept).
- c) Advise the employee of the evidence believed to support the allegations.
- d) Advise the employee of his/her right to an attorney of his choice to present evidence or challenge the evidence at the hearing.
- e) Offer the employee the opportunity to present his/her side of the facts and circumstances.
- f) Make a written recommendation to the City Manager concerning the results of the investigation, and recommended discipline. The decision concerning the disciplinary action shall be made by the City Manager. The employee shall receive adequate notice and warning of the allegations, and an objective investigation of the facts. The City Manager shall offer the employee an opportunity to present his/her side of the story before making the decision concerning discipline. The decision of the City Manager shall be final.

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

5.10 Separation

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

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

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

5.11 Exit Interview

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

5.12 Job Abandonment

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

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

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

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

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

5.13 Post-Employment References

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

5.14 Criminal Activity/Arrests

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

6.0 General Policies

6.1 Personal Appearance

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

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

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

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

6.2 Personal Data Changes

It is your obligation to provide City of McCook with your current contact information, including current mailing address and telephone number. Inform the City of any changes to your marital or

tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Human Resources.

6.3 Mail Use Policy

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

6.4 Telephone

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

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

6.5 Employer-Provided Cell Phone/Mobile Device Policy

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

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

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

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

6.6 Personal Cell Phone

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

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

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

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

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

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

6.7 Use of Company Technology

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

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

List items, such as:

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

General Provisions

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

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

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

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

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

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

Violations

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

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

6.8 Computer Security and Copying of Software

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

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

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

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

6.9 Social Media Policy

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

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

Guidelines

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

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

Know and Follow the Rules

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

Be Respectful

The City cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or City policy. Your personal posts and social media activity should not reflect upon or refer to the City.

Maintain Accuracy and Confidentiality

When posting information:

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

Using Social Media at Work

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

Media Contacts

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

Retaliation and Your Rights

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

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

6.10 Driver's License

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

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

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

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

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

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

6.11 Use of Employer Vehicles

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

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

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

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

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

As the driver of a City vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

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

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

6.12 Off-Duty Use of Employer Property or Premises

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

6.13 Security

All employees are responsible for helping to make City of McCook a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Department

Head or Supervisor immediately. Refrain from discussing specifics regarding City security systems, alarms, passwords, etc. with those outside of the City.

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

6.14 Nonsolicitation/Nondistribution Policy

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

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

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

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment. Violations of this policy should be reported to your Department Head or Supervisor.

6.15 Third Party Disclosures

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

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

6.16 Workplace Privacy and Right to Inspect

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

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

6.17 Suggestion Policy

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

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

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

7.0 Benefits

7.1 Employment Status

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

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

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

Temporary Employee - a temporary employee is an employee hired for seasonal or temporary employment and is not eligible for any benefits unless specifically permitted by law. When a temporary position is discontinued, the employee will be laid off regardless of the time in the position. Temporary employees may be part-time or full-time.

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

- a) **Regular Employees** - a work week of 40 hours shall be the standard for all employees except those in the public safety area. Meal periods shall be established by the department head and will not be counted as time worked.
- b) **Police Officers** - a work week of 42 hours shall be the standard for police officers. The department operates 24 hours a day, 7 days a week. Shift assignments and meal periods shall be established by the Police Chief. Meal periods will be counted as time worked only if officers are available for assignments as required during meal periods.
- c) **Firefighters** - a work week of 40 or 56 hours shall be scheduled for firefighters. The department operates 24 hours a day, 7 days a week. Shift assignments are 8 hours or 24 hours. Meal periods shall be established by the Fire Administrator Chief. Meal periods will be counted as time worked only if the firefighters are available for assignments as required during meal periods.

- d) Volunteers - City employees may volunteer for additional work which is of benefit to the City, in compliance with applicable federal and state rules and regulations. Volunteer work must be approved by an employee's supervisor.

7.2 Exempt Personnel

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

7.3 Pension Plan

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

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

7.4 Health and Dental Insurance

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

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

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

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

7.5 Life Insurance

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

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

7.6 Unemployment Compensation Insurance Policy

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

7.7 Workers' Compensation Insurance Policy

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

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

7.8 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible City of McCook employees and their beneficiaries to continue health insurance coverage under the City health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

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

7.9 Blood Bank Donation

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

7.10 Credit Union

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

7.11 Continuing Education Policy

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

7.12 Holidays

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

Holiday	Day Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursdays in November
Day After Thanksgiving	Fourth Friday in November
Veterans Day	November 11
Christmas Eve	December 24 - Half Day
Christmas Day	December 25
Floating Holiday (3)	Employee Choice

The Floating Holidays referred to above are to be celebrated each calendar year upon the approval of the department head in full shift increments only. It is understood that it is the employee's responsibility to give the City at least one (1) weeks notice of the date when he/she intends to celebrate the Floating Holiday. The floating holidays must be taken by the employee between January 1 and December 31 of each year and will not be carried over to the following year. At least one (1) Floating Holiday day must be used by July 1 of each year or it shall be forfeited.

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

last 4-weeks' pay for Holiday pay. When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

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

Temporary and seasonal employees shall not receive paid holidays.

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

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

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

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

7.13 Vacation

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

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

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

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

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

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

The maximum number of vacation days which may be accrued by an employee is one and one-half (1 ½) times the number of vacation days earned in a year. Vacation days accumulated over this number must be taken within one month or they will be lost. Terminating employees may be compensated for accumulated vacation leave pursuant to Section 4.15, Separation Pay.

7.14 Sick Pay/Catastrophe Leave

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

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

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

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

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

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

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

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

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

Terminating employees may be compensated for accumulated sick leave pursuant to Section 4.15, Separation Pay.

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

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

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

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

7.15 Bereavement Leave

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

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

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

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

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

7.16 Jury Duty Leave

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

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

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

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

7.17 Voting Leave

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

7.18 Leaves of Absence

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

Any request for a leave of absence without pay must be submitted in writing as far in advance as possible and it will be reviewed on a case-by-case basis by the City Manager. The decision to approve or disapprove is based on the circumstances, the length of time requested, the employee's job performance and attendance and punctuality record, the reason for the leave, the effect the employee's absence will have on the work in the department and the expectation that the team member will return to work when the leave expires. Leaves of absence, whether scheduled or unscheduled, will be considered only after all personal time have been exhausted. An exception to this may be applied for major life events, such as marriage, birth/adoption, death, or with extended notice.

7.19 Family and Medical Leave (FMLA) Policy

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

Eligibility

To qualify for FMLA leave, you must:

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

Leave Entitlement

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

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or

- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is rolling back.

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

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- Qualifying exigencies for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special childcare needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;

- Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the City and you.
- A serious injury/illness incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

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

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

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

Certification of Need for Leave

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

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

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

Call-In Procedures

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

Intermittent Leave

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

intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

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

Parental Leave

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

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

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

Paid Leave Utilization During FMLA Leave

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

Fitness for Duty Requirements

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

Health Insurance

Your health insurance coverage will be maintained by the City during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

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

Reinstatement

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

Spouse Aggregation

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

Failure to Return

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

Alternative Employment

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

Interaction with State and Local Laws

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

Abuse of Leave

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

Designation of Leave

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

Retaliation

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

7.20 Family Military Leave

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

To be eligible for family military leave, you must:

- Have worked for the City for at least 12 months;
- Have worked for at least 1,250 hours during the 12-month period immediately preceding the start of family military leave; and

- Be the spouse or parent of a person called to military service, by the State of Nebraska or the United States, lasting 179 days or longer.

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

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

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

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

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

7.21 Military Leave (USERRA)

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

7.22 Return-to-Work Program

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

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

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

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

8.0 Safety and Loss Prevention

8.1 Drug and Alcohol Policy

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

Prohibited Conduct

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

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

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

Employer-Sponsored Events

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

Treatment and/or Rehabilitation

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

Violations

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

8.2 Drug Testing Policy

Random Selection

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

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

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

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

Recordkeeping

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

8.3 General Safety Policy

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

8.4 Policy Against Workplace Violence

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

Zero Tolerance Policy

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

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

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on City property or while performing City business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

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

Violations

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

Retaliation

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

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

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

8.5 SEXUAL ABUSE AND MOLESTATION PREVENTION POLICY

Approved September 6, 2022 – Resolution No. 2022-10

This policy establishes how the City of McCook, will prevent the physical, emotional, and sexual abuse of children and vulnerable adults by its employees or volunteers. The City of McCook seeks to create a welcoming and nurturing environment and has "zero-tolerance" for those whose actions may jeopardize the safety, health, or innocence of a minor or vulnerable adult.

The City of McCook does not permit or allow sexual abuse or molestation to occur in the workplace or at any activity sponsored by or related to it. In order to make this "zero-tolerance" policy clear to all employees, independent contractors, and volunteers, we have adopted mandatory procedures that employees, volunteers, independent contractors, board Members, individuals, and victims must follow when they learn of or witness sexual abuse or molestation.

DEFINITIONS

Abuse - Because it takes many forms, abuse can be broken down into the following subtypes, all of which are prohibited within the scope of this policy.

- Physical abuse - Injury inflicted on a child or vulnerable adult.
- Sexual abuse - Contact or activity of a sexual nature between an adult and a child or vulnerable adult.
- Emotional abuse - Mental or emotional injury inflicted on a child or vulnerable adult by the actions of an adult.
- Neglect - Failure to provide adequate care for a child or vulnerable adults.
- Economic abuse - Deliberate misuse of the money or belongings of a child or vulnerable adult.
- Child - A child is defined as anyone under the age of 17.
- Venerable Adult - An adult who is unable to protect themselves against significant harm or exploitation.

POLICY GUIDELINES

Personnel Screenings

Safeguards in the hiring process will be used to eliminate from consideration any candidates who display characteristics that could classify them at a high risk for violating this policy. The required screenings and background information will depend on the positions and its level of involvement with children and vulnerable adults.

For those who regularly work with or around children or vulnerable adults:

Candidates for positions that involve regular interaction with children or vulnerable adults, will be screened and selected using the following:

- Standard City of McCook employment application that includes signed authorization to perform necessary background checks.
- Criminal background checks for job applicants that have a conditional offer of employment in any and all states where the candidate has lived in the past seven years.
- Sexual offender registry checks for applicants that have a conditional offer of employment for or in any and all states where the candidate has lived for the last seven years.
- Driving records and any applicable certification if the position requires the transportation of children.
- In-person interview of the candidate.
- If hired, criminal and sexual offender registry checks will be conducted every five years for those who regularly work with children or vulnerable adults.

For those who occasionally work with children or vulnerable adults:

Candidates for positions that involve occasional contact with children or youth will be screened and selected using the following:

- Standard City of McCook employment application that includes signed authorization to perform necessary background checks.
- In-person interview of the candidate.
- Driving records and any applicable certification if the position requires the transportation of children.

All information collected about a candidate will be reviewed and used to determine if they are appropriate for the respective position. If hired, all information collected during the hiring process will be included in the employee's permanent file, which will be maintained over the course of their employment with the City of McCook.

Personnel screenings are required regardless of current employment status with the City of McCook. City of McCook employees seeking to transfer into a position that involves working with children or vulnerable adults must undergo the same review process as new hires.

Structural Guidelines for Programs

All City of McCook programs are designed to encourage safe interaction between employees and volunteers and children or vulnerable adults. The following guidelines are meant to keep established safeguards effective:

- Programs for children and vulnerable adults must have a reasonable adult to child ratio.
- When feasible, employees and volunteers are restricted from being alone with a child or vulnerable adult where they cannot be easily observed by others.

- Employees are not allowed to implement new activities or programs for children or vulnerable adults without supervisors consent. Request for new activities or programs should be submitted in writing to supervisors.

General Conduct

In an effort to provide a safe and healthy environment for both mind and body, the following guidelines are meant to guide City of McCook employees, independent contractors, and volunteers during their interactions with children and vulnerable adults. These guidelines do not and cannot outline every situation that may be encountered while on the job, requiring employees, independent contractors, and volunteers to act with a certain degree of personal discretion. Because a certain action is not prohibited in this section does not mean it is acceptable behavior. The City of McCook reserves the right to take disciplinary action against employees whose actions are found to be inappropriate or prevent a person from continuing to volunteer or work as an independent contractor with the City of McCook regardless of whether they appear in this section.

- Employees, independent contractors, and volunteers will treat all children and vulnerable adults with respect and consideration. Treatment must be fair and equal, and must not be based on sex, race, religion, sexual orientation, or economic or social status. All effort must be made to avoid favoritism or the appearance of favoritism.
- Employees, independent contractors, and volunteers must not use harsh or inappropriate language, degrading punishment, or any type of restraining device in the name of behavior management.
- Employees, independent contractors, and volunteers must not participate in or allow others to engage in any form of hazing,
- Employees, independent contractors, and volunteers must not have sexual contact with children or vulnerable adults.
- Employees, independent contractors, and volunteers must not dress, undress, shower, or bathe with or in the presence of children or vulnerable adults.
- Employees, independent contractors, and volunteers must not use physical punishment in any form. The only time physical force is allowed to be used against a child or vulnerable adult is when their actions are placing others at an immediate risk for serious harm.
- Employees, independent contractors, and volunteers are prohibited from sharing sleeping locations with children or vulnerable adults. This includes beds, tents, hotel rooms, and other similar areas.
- Employees, independent contractors, and volunteers must not discuss sexual content while in the company of children or vulnerable adults.
- Employees, independent contractors, and volunteers are not allowed to possess any sexually oriented materials (books, magazines, videos, clothing) when conducting business in the name of the City of McCook.
- When one-on-one discussion or counseling is warranted, employee (and not a volunteer or independent contractor) interaction with a child or vulnerable adult will take place in an area that allows for private conversation while remaining in the view of others, with a minimum of two (2) adult employees.

If, for any reason, an employee, independent contractor, or volunteer feels there is a need to make an exception to these guidelines, they must submit to their supervisor a written description of the incident and why their actions were necessary. Their report will be reviewed. A copy of the original report along with any additional findings made by the reviewer will be included in the employee's permanent file.

Reporting Procedure

All employees, independent contractors, or volunteers who witness or learn of sexual abuse being committed must immediately report it to a Supervisor who will then report to the City Manager or Human Resource Coordinator. If the victim is an adult, the abuse will be reported by this designee

to the local or state Police Agency. If a child is the victim, the designee will report it to the local or state Police Agency. The appropriate family members/guardians of the victim must be notified immediately if child or vulnerable adult abuse is suspected.

Investigation & Follow Up

We take allegations of sexual abuse seriously. Once the allegation is reported we will promptly and thoroughly, initiate an investigation to determine whether there is a reasonable basis to believe that sexual abuse has been committed. The report may be investigated by either an internal team or we may hire an independent third party. We will cooperate fully with any investigation conducted by law enforcement or regulatory agencies and we may, depending on the serious nature of allegations, report directly to law enforcement or other regulatory agency for investigation or refer the complaint, and the result of our investigation to those agencies. We reserve the right to place the subject of the investigation on an involuntary leave of absence or reassigning that person to responsibilities that do not involve personal contact with children or vulnerable adults, To the fullest extent possible, but consistent with our legal obligation to report suspected abuse to appropriate authorities, we will endeavor to keep the identities of the alleged victims and investigation subject confidential.

If the investigation substantiates the allegation, our policy provides for disciplinary penalties, including but not limited to termination of the actor's relationship with our organization. There are a number of "red flags" that suggest someone is being sexually abused. They take the form of physical or behavioral evidence.

Physical evidence of sexual abuse includes, but is not limited to:

- Sexually transmitted diseases;
- Difficulty walking or ambulating normally;
- Stained, bloody, or torn undergarments;
- Genital pain or itching or physical injuries involving the external genitalia;
- Behavioral signals suggestive of sexual abuse include, but are not limited to:
 - Fear or reluctance about being left in the care of a particular person;
 - Recoiling from being touched;
 - Bundling oneself in excessive clothing, especially night clothes;
 - Discomfort or apprehension when sex is referred to or discussed; and
 - Nightmares or fear of night and/or darkness.

Retaliation Prohibited

The City of McCook prohibits any retaliation against anyone, including an employee, volunteer, board member, and/or individual, who in good faith reports sexual abuse, alleges that it is being committed, or participates in the investigation. Intentionally false or malicious accusations/allegations of sexual abuse are prohibited.

Anyone who improperly retaliates against someone who has made a good faith allegation of sexual abuse, or intentionally provides false information to that effect, will be subject to discipline, up to and including termination.

9.0 Confidentiality

9.1 Confidentiality

As a condition of employment, City of McCook employees are required to protect the confidentiality of proprietary information, and confidential commercially sensitive information (i.e. financial, customer lists confidential employee information, etc.) related to the City. Access to this information

should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

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

10.0 Customer Relations

10.1 Customer, Client, and Visitor Relations

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

Closing Statement

Conclusion

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

Acknowledgment of Receipt and Review

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

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

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

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

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

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

Signature

Print Name

Date

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING**

ITEM: 4.G.

Receive and file the claims for the month of August 2024, published September 12, 2024.

BACKGROUND:

Claims are presented to the Council and published each month as outlined in the City Code of Ordinances.

Staff is always available to address any questions that the Council may have regarding a specific claim.

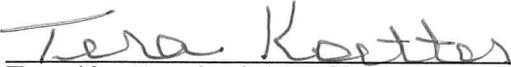
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 11, 2024



Tera Koetter, Assistant City Manager

September 11, 2024



Nathan A. Schneider, City Manager

September 11, 2024

CITY OF MCCOOK

CLAIMS FOR AUGUST
2024

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

20/20 TECHS-SC 5017.12; 7 D LOCKSHOP-S 461.57; 911 CUSTOM-S 141.00; ACE-S 1390.21; ACME PRINTING-CO 365.75; AKRS-S 2370.76; AMERICAN AG LAB-SC 1591.26; AMERICAN ELECTRIC-S 32.96; AMERITAS-CLAIMS-SC 4287.78; ANYTIME TRI STATE TOWING SC 110.00; ARNOLD POOL CO-S 2092.75; ARROW CAR WASH-S 22.05; AT&T-SC 445.96; ATCO INT'L-S 184.00; AURORA COOP-S 10581.78; AMERICAN WATER WORKS-SC 358.00; BLACK HILLS ENERGY-SC 1651.67; BOMGAARS-S 1009.56; BOOKS BY THE BUSHEL-S 336.23; BSB CONSTRUCTION-CO 7985.00, S 3140.00; BW TELECOM-SC 144.14; C&K-S 124.31; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 2732.12; CARROTHERS CONST.-CO 473386.66; CASH WA-S 14039.85; CASPER/NATRONA COUNTY-SC 3200.00; CBS CONSTRUCTORS-S 6750.00; CDW-G-SC 1026.95; CENTURY LINK-SC 897.51; CITY OF MCCOOK-PS 445309.47; CITY SELF INS-BT 176559.66; SALES TAX-BT 45843.82; TRANSFER STATION-S 5848.18; UTILITIES-SC 29533.27; CLINE WILLIAMS, WRIGHT JOHNSON-SC 672.00; COACH MASTER'S, INC.- 302.50; COACH MASTER'S, INC-S 302.50; COMMON SCENTS-S 1029.00; CORNHUSKER CLEANING SUPPLY-S 89.41; COUNTRY LOAD TRAILER-CO 13899.62; CRAWFORD SUPPLY-S 78.37; J. CROCKER-SC 68.00; CULLIGAN-S 165.00; D&S HARDWARE-S 60.09, SC 1203.78; DAS ACCT-SC 1069.50, S 66.00; DEMCO-S 312.13; DIAMOND VOGEL-S 330.00; D. DOWNING-SC 78.00; DVORAK LAW GROUP-SC 434.50; EAKES-S 509.33; FARMERS COOP & GRAIN-S 262.73; FASTENAL-S 127.33; FASTENAL-S 127.23; FICA-PS 23085.09; FRENCHMAN VALLEY COOP-S 241.88; FRONTIER COMMUNICATIONS-SC 34.19; FURNAS COUNTY-SC 64.20; GALLS-S 8.95; GARRISONS-S 391.00; GIBBENS TREE & LAWN-S 200.00; GOOGLE SVCS-SC 534.00; GRAHAM TIRE-S 759.22; GREAT PLAINS COMM-SC 3199.17; GWORKS-SC 756.00; HANCOCK LUMBER & SUPPLY-S 45.05; D HARTWELL-SC 242.00; HAWKINS-S 28.50, SC 3902.07; HENNING BROS-SC 59.00; HERITAGE SENIOR CENTER-SC 37.50; HOA SOLUTIONS-S 752.50; HOBART SALES-S 838.28; K. HODGSON-SC 26.00; HOMETOWN LEASING-SC 757.83; IDEAL LINEN-S 39.49; INDELCO PLASTICS-CO 2836.04; ISLAND SPRINKLERS-S 1153.58; J BAR J LANDFILL-SC 51564.95; K&C GRAIN-S 30895.04; KANN MFG-S 398.30; V. KESLIN-SC 40.00; KIDS REF-S 214.49; KLX ENERGY-CO 5244.00; KOHL'S-S 214.07; A KOTSCHWAR-SC 242.00; LAMP RYNEARSON-CO 22820.00; D. LANNIGAN-SC

167.00; LONM-SC 25060.00; LONM-UTILITIES-SC 2302.00; LEWIS MOTOR SPORTS-S 274.65; LIFE-ASSIST-S 1130.47; MACQUEEN EQ-S 6317.52; MALLECK OIL-S 238.40; MARC-S 717.82; MARIS GEN CONST-SC 2250.00, S 552.86; MCA DIRECT-S 671.97; MC GAZETTE-SC 1375.74; MC HUMANE SOCIETY-S 4655.20; MCCOOK PROFESSIONAL FIREFIGHTER-SC 250.00; MPPD-SC 2188.10; MCNET SC 384.65; MCKESSON MEDICAL-S 908.77; MEAD LUMBER-S 306.66; MEDICARE-PS 6248.83; MENARDS-CO 7214.40; MICROMARKETING-S 3025.75; MIDAMERICAN BOOKS-S 295.24; MIDWEST CONNECT-S 325.36, SC 2710.86; MIDWEST LABORATORIES-SC 230.40; MILCO ENV.-SC 390.10; MILLER & ASSOC.-SC 262.50; R. MOONEY-SC 40.00; MNB INS-SC 45.00; MOBOTREX-S 1074.00; MUNICIPAL SUPPLY-S 7931.77; MUTUAL OF OMAHA-SC 1193.63; NASC-SC 130.00; NATP-SC 50.00; NE DEPT OF REV SALES TAX-SC 11983.90; NE LIBRARY COMM-S 735.60; NE NOTARY-S 161.00; NE PUBLIC HEALTH ENV-SC 96.00; NE TRUCK CENTER-S 1223.27; NEBRASKALAND TIRE-S 1920.79; NICK'S DIST-S 1714.81; NMC-SC 1607.49; NORTH PLATTE TELEGRAPH-S 500.99; NPPD-SC 39970.18; NSI LAB SOLUTIONS-S 202.00, SC 128.00; O'REILLY AUTO-S 304.97; ODEY'S-S 218.59; ONE BILLING SOLUTIONS-SC 3575.31; ONE CALL-SC 195.10; OWENS ORDNANCE-S 933.33; PAPER TIGER SHREDDING-S 100.00; PAULSEN-S 966.10; PINPOINT COMM-SC 69.99; PLATTE VALLEY COMM-S 310.00; POAN-SC 200.00; POLYDYNE-S 828.00; QUADIENT FINANCE-S 103.43, SC 896.57; QUALITY URGENT CARE-SC 635.00; QUILL CORP-S 151.97; RAVENSWOOD ELECTRIC-S 11404.96; RWCO TREAS-SC 100.00; N. RENNER-SC 242.00; RHOMAR IND-S 509.50, SC 488.50; RUGGLES TRAILER-S 35.00; D SAILORS-S 167.00; SECRET PENGUIN-SC 19966.00; B. SIEGFRIED-SC 528.24; J SLATEN-SC 95.00; SMITH IRRIGATION-CO 9500.00; SOUTHWEST FARM & AUTO-S 946.58; SPORTS SHOPPE-S 1325.00; STANARD & ASSOC-SC 276.11; TELEFLEX-S 740.00; THE OLD FARMER'S ALMANAC-S 23.90; THE PIT CREW-S 50.00; TITAN- MACHINERY-S 4150.50; TRAVELERS-SC 1680.00; TRI AIR TESTING-SC 246.00; UEMSI/HTV-S 1247.20, SC 74.85; UMR-SC 150979.39; UNIVERSITY OF NE-S 25.00; US FOODS-S 833.82; USA BLUE BOOK-S 895.10, SC 89.21; UTILITY REFUNDS-68.30; VAN DIEST-S 2711.40; N VARGAS-SC 78.00; VERIZON-SC 2790.85; VKELECTRONICS-S 1000.00; VOLZ-S 795.36; W DESIGN-CO 19997.50, SC 3137.51; WAGNER FORD-CO 41093.00, S4624.14; WALMART-S 1169.86; WARNEKE PLUMBING-S 1836.78; WEATHERCRAFT-S 346.00; WCNDD-SC 10892.00; WEX BANK-S 16644.98; WPCI-SC 32.00; ZOLL MEDICAL-S 139.40.

-s-Lea Ann Doak, City Clerk

PUBLISH: SEPTEMBER 12, 2024

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING**

ITEM: **4.H.**

Approve Resolution No. 2024-26 authorizing the Mayor to sign the 2024 Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standards.

BACKGROUND:

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

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

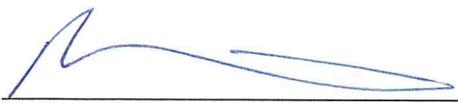
**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

September 12, 2024



Nathan A. Schneider, City Manager

September 12, 2024

RESOLUTION NO. 2024-26

SIGNING OF THE

MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
2024

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

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

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

Adopted this 16th day of September, 2024 at McCook, Nebraska.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

July 24, 2024

Notice to file the Annual Certification of Program Compliance and Signing Resolution with the Nebraska Board of Public Roads Classifications and Standards (NBCS) by October 31, 2024.

Please make this an agenda item for your next City Council / Village Board meeting return to the NBCS by October 31, 2024.

To avoid the suspension of Highway-User Revenue to your municipality please complete the enclosed **MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE and SIGNING RESOLUTION** and **return them to the NBCS by October 31, 2024.** Reference Neb. Rev. Stat. §§39-2120 and 39-2121(1).

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

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

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

Please let me know if you have any questions. Email: ndot.blshelp@Nebraska.gov
Phone: (402) 479-4436

Sincerely,

LeMoyne D. Schulz
Secretary for the Board

LDS/2024

Attachments (2)

Vicki Kramer, Director
Department of Transportation

Board of Public Roads Classifications and Standards
1400 Nebraska Parkway
PO Box 94759
Lincoln, NE 68509-4759
dot.nebraska.gov
OFFICE 402-479-4436
ndot.blshelp@nebraska.gov

Roger A. Figard
Lincoln

Barbara J. Keegan
Alliance

Russell Kreachbaum, Jr.
Central City

James A. Litchfield
Wakefield

Brandie Neemann
Lincoln

Steven D. Ramos
Norfolk

Brandon Varilek
Lincoln

Edward R. Wootton, Sr.
Bellevue

LeMoyne D. Schulz
Secretary – ex officio

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2024

Resolution No. 2024-26

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

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

Be it resolved that the Mayor Village Board Chairperson of City of McCook
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this 16th day of September, 2024 at McCook Nebraska.
(Month)

City Council/Village Board Members

<u>Linda Taylor</u>	_____
<u>Jerry Calvin</u>	_____
<u>Gene Weedin</u>	_____
<u>Jared Muehlenkamp</u>	_____
<u>Darcy Rabali</u>	_____

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

Attest:

(Signature of Clerk)
Lea Ann Doak, City Clerk-Treasurer

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2024**

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

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

hereby certifies that it:

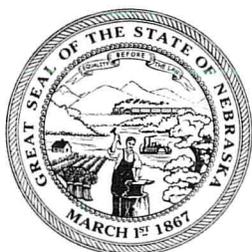
- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway,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

Signature of Mayor Village Board Chairperson (Required) 9/16/24
(Date)

Signature of City Street Superintendent (Optional) _____
(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2024 to:

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



**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING**

ITEM: 4.I.

Receive and file the Financial Report for the period ending August 31, 2024.

BACKGROUND:

The Treasurer's Report (Attachment A) gives the beginning cash balances as of October 1, 2023, plus Total (YTD) Receipts, minus Total (YTD) Disbursements, giving the ending cash balance on August 31, 2024.

Per the Banking Services Agreement with McCook National Bank, all funds are deposited into the Public Funds Account at a higher rate of interest. The bank then sweeps in increments of \$100,000 to the Primary Operating Account to cover disbursements as they clear the bank. The Payroll Account is also a sweep account and maintains a \$1,000 balance.

All of the bank accounts are interest bearing, except the Payroll Account and the Purchase Account. The Purchase Account is our VISA credit card.

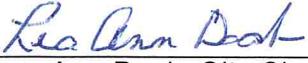
Attachment B gives the ending cash balances by fund as of August 31, 2024.

Attachment C is a Financial Summary of Revenue and Expense by Fund for the quarter ending August 31, 2024.

Staff is always available to address any questions that the Council may have. The Department Heads receive monthly financial reports and it is their responsibility to monitor their individual budgets. It is the bottom-line per department that is monitored. If they go over on a line item, that must adjust for it in another line item.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk-Treasurer

September 12, 2024



Tera Koetter, Assistant City Manager

September 12, 2024



Nathan A. Schneider, City Manager

September 12, 2024

ATTACHMENT

A

City of McCook, Nebraska
 TREASURER'S REPORT
 Period Ending: August 31, 2024 (unaudited)

Beginning Cash on Hand, October 1, 2023			
McCook National Bank - Public Funds	\$	24,891,382.03	
McCook National Bank - Primary Operating	\$	(238,986.17)	
McCook National Bank - LB840 Funds	\$	1,313,478.19	
McCook National Bank - Payroll	\$	(30,640.55)	
McCook National Bank - CRA	\$	57.93	
Purchases Account	\$	10,000.00	
Petty Cash	\$	1,150.00	
NDEQ Irrevocable Escrow	\$	89,029.76	
McCook National Bank - Pension	\$	4,565.82	
TOTAL BEGINNING CASH			\$ 26,040,037.01
Receipts:			
Taxes	\$	6,710,663.91	
Fees, Permits and Licenses	\$	548,250.16	
Intergovernmental Services	\$	1,831,883.31	
Charges - Current Services	\$	2,116,374.06	
Public Utilities	\$	3,824,294.49	
Use of Money & Property	\$	2,744,681.75	
Interfund Transfers	\$	4,637,803.96	
Other Revenue	\$	3,948,886.20	
Unapplied/Accounts Payable	\$	2,039.00	
PLUS TOTAL RECEIPTS			\$ 26,364,876.84
Disbursements:			
Personal Services	\$	7,491,013.19	
Supplies	\$	1,736,585.47	
Services & Charges	\$	9,552,785.45	
Budget Transfers	\$	3,130,855.70	
Capital Outlay	\$	8,268,233.94	
Unapplied/Accounts Payable	\$	2,069.19	
MINUS TOTAL DISBURSEMENTS			\$ 30,181,542.94
Ending Cash Balance August 31, 2024			
McCook National Bank - Public Funds	\$	20,531,634.85	
McCook National Bank - Primary Operating	\$	176,617.71	
McCook National Bank - LB840 Funds	\$	1,400,069.63	
McCook National Bank - Payroll	\$	1,000.00	
McCook National Bank - CRA	\$	57.93	
Petty Cash	\$	1,150.00	
Purchase Account	\$	10,000.00	
NDEQ Irrevocable Escrow	\$	95,449.25	
McCook National Bank - Pension	\$	7,391.54	
TOTAL ENDING CASH	\$	22,223,370.91	\$ 22,223,370.91

Dated: August 31, 2024

-s- Lea Ann Doak, City Clerk

ATTACHMENT

B

City of McCook, Nebraska
 TREASURER'S REPORT
 CASH BALANCE BY FUNDS
 Period Ending August 31, 2024 (unaudited)

Beginning Cash on Hand, October 1, 2023	Beginning Cash	YTD Revenue	YTD Expenditures	Ending Cash
General Fund - 10	\$ 3,713,273.61	\$ 9,981,229.59	\$ 9,956,497.15	\$ 3,738,006.05
General Fund Unapplied/Accts. Payable	\$ 2,519.00	\$ 2,039.00	\$ 1,513.08	\$ 3,044.92
Street Fund - 15	\$ 542,044.26	\$ 208,599.40	\$ -	\$ 750,643.66
Special Revenue - 20	\$ 6,915,980.44	\$ 536,874.49	\$ 6,234,773.75	\$ 1,218,081.18
Special Revenue Unapplied/Accts. Payable	\$ -		\$ -	\$ -
Debt Service - 30	\$ 413,572.43	\$ 17,592.00	\$ -	\$ 431,164.43
Community Redevelopment Authority - 40	\$ 83,322.24	\$ 408,127.66	\$ 309,353.94	\$ 182,095.96
Economic Development Fund - 45	\$ 1,313,478.19	\$ 660,330.77	\$ 554,538.28	\$ 1,419,270.68
Pension Trust - 50	\$ 4,565.82	\$ 20,126.85	\$ 17,301.13	\$ 7,391.54
Trust & Agency - 60	\$ 342,798.60	\$ 136,466.65	\$ 97,984.76	\$ 381,280.49
Trust & Agency Unapplied/Accts. Payable			\$ -	\$ -
Internal Service Fund - 65	\$ 812,266.31	\$ 2,949,617.22	\$ 2,357,720.14	\$ 1,404,163.39
Enterprise Fund - 70	\$ 10,389,917.22	\$ 9,769,411.10	\$ 10,119,509.91	\$ 10,039,818.41
Enterprise Fund Unapplied/Accts. Payable	\$ 482.46	\$ -	\$ 556.11	\$ (73.65)
Capital Improvement - 80	\$ 1,505,816.43	\$ 1,674,462.11	\$ 531,794.69	\$ 2,648,483.85
Capital Improve Unapplied/Accts. Payable			\$ -	\$ -
BALANCES	\$ 26,040,037.01	\$ 26,364,876.84	\$ 30,181,542.94	\$ 22,223,370.91

Dated: August 31, 2024

-s- Lea Ann Doak, City Clerk

ATTACHMENT

C

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: AUGUST 31ST, 2024

10 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
GENERAL REVENUE	11,414,579	11,414,579	617,016.58	9,684,748.31	7,793,334.69	1,729,830.69	15.15
RESERVES/CO TREASURER BAL	<u>1,887,442</u>	<u>1,887,442</u>	<u>6,250.00</u>	<u>296,481.28</u>	<u>143,511.42</u>	<u>1,590,960.72</u>	<u>84.29</u>
TOTAL REVENUES	<u>13,302,021</u>	<u>13,302,021</u>	<u>623,266.58</u>	<u>9,981,229.59</u>	<u>7,936,846.11</u>	<u>3,320,791.41</u>	<u>24.96</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ADMINISTRATION	879,209	879,209	125,232.11	771,356.37	675,623.53	107,852.63	12.27
PUBLICITY	6,750	6,750	94.74	6,303.66	5,134.28	446.34	6.61
AUDITORIUM	57,603	57,603	3,165.29	60,575.74	42,761.45 (	2,972.74)	5.16-
COUNCIL	631,558	631,558	17,835.26	1,946,991.37	333,713.27 (	1,315,433.37)	208.28-
POLICE	2,342,951	2,342,951	127,202.95	1,849,748.44	1,824,107.47	493,202.56	21.05
MUNICIPAL CENTER	130,120	130,120	5,418.70	119,582.95	102,888.01	10,537.05	8.10
FIRE	2,393,557	2,393,557	88,226.04	1,220,690.40	1,359,145.86	1,172,866.60	49.00
AMBULANCE	529,995	529,995	7,905.08	138,844.06	150,442.06	391,150.94	73.80
CIVIL DEFENSE	10,456	10,456	31.58	2,275.66	5,499.58	8,180.34	78.24
BUILDING & ZONING	100,190	100,190	7,143.13	87,064.32	92,016.23	13,125.68	13.10
LIBRARY	404,757	404,757	28,849.45	348,715.09	333,857.01	56,041.91	13.85
STREET	1,203,175	1,203,175	74,787.67	1,033,060.14	1,000,748.07	170,114.86	14.14
CEMETERY	234,407	234,407	21,606.55	175,952.16	201,849.43	58,454.84	24.94
PARKS	304,222	304,222	37,968.94	267,415.25	223,793.83	36,806.75	12.10
BALL PARKS	142,129	142,129	7,642.63	97,278.41	97,679.96	44,850.59	31.56
POOL	120,000	120,000	46,852.50	71,797.77	5,793.61	48,202.23	40.17
AIRPORT	195,336	195,336	11,728.85	164,251.14	151,987.98	31,084.86	15.91
UNEMPLOYMENT	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
UNCOLLECTABLE TAX	16,000	16,000	305.79	12,886.70	11,675.41	3,113.30	19.46
SENIOR CENTER	537,343	537,343	36,402.42	444,092.19	433,518.81	93,250.81	17.35
PUBLIC TRANSPORTATION	200,864	200,864	14,796.64	183,340.97	168,272.51	17,523.03	8.72
HEALTH OPERATING	916,900	916,900	76,408.33	840,491.63	789,481.00	76,408.37	8.33
RESERVES/CO TREASURER BAL	<u>637,442</u>	<u>637,442</u>	<u>2,750.00</u>	<u>113,782.73</u>	<u>40,002.96</u>	<u>523,659.27</u>	<u>82.15</u>
TOTAL EXPENDITURES	<u>12,004,964</u>	<u>12,004,964</u>	<u>742,354.65</u>	<u>9,956,497.15</u>	<u>8,049,992.32</u>	<u>2,048,466.85</u>	<u>17.06</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	1,297,057	1,297,057 (	119,088.07)	24,732.44 (	113,146.21)	1,272,324.56	98.09

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: AUGUST 31ST, 2024

15 -STREET FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
STREET IMPROVEMENTS	702,413	702,413	2,819.00	208,599.40	200,247.15	493,813.60	70.30
TOTAL REVENUES	702,413	702,413	2,819.00	208,599.40	200,247.15	493,813.60	70.30
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
STREET IMPROVEMENTS	702,413	702,413	0.00	0.00	88,000.00	702,413.00	100.00
TOTAL EXPENDITURES	702,413	702,413	0.00	0.00	88,000.00	702,413.00	100.00
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	2,819.00	208,599.40	112,247.15 (	208,599.40)	0.00

CITY OF MCCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: AUGUST 31ST, 2024

20 -SPECIAL REVENUE
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
FAA GRANTS	376,861	376,861	3,083.00	78,564.60	39,887.00	298,296.40	79.15
PUBLIC TRANSIT GRANTS	90,000	90,000	0.00	0.00	0.00	90,000.00	100.00
ACE REVENUE SHARING	31,922	31,922	114.00	21,644.00	11,650.00	10,278.00	32.20
MCCOOK RECREATIONAL TRAIL	56,179	56,179	213.00	2,365.00	1,821.00	53,814.00	95.79
CCCCFF GRANT-SWIMMING POOL	0	0	0.00	0.00	2,625.00	0.00	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	4,000.00	25,000.00	(4,000.00)	0.00
COVID-19 CARES ACT	150,460	150,460	511.00	5,792.00	11,795.61	144,668.00	96.15
ENHANCED E911	60,063	60,063	1,405.00	37,807.67	20,283.68	22,255.33	37.05
INSURANCE REIMBURSEMENT	436,121	436,121	1,730.00	23,612.56	14,713.00	412,508.44	94.59
PSAP FUNDS	102,112	102,112	4,747.46	42,661.76	43,640.30	59,450.24	58.22
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	0	0	0.00	0.00	0.00	0.00	0.00
AME RESCUE PLAN ACT-ARPA	325,199	325,199	815.00	11,411.00	25,817.00	313,788.00	96.49
BIRDELLA NELSON TECH CTR	25,000	25,000	0.00	7,781.40	16,620.06	17,218.60	68.87
SWIMMING POOL PROJECT	6,699,072	6,699,072	1,958.00	143,790.00	6,400,678.30	6,555,282.00	97.85
DISC GOLF PROJECT	0	0	3,061.00	19,127.00	0.00	(19,127.00)	0.00
PLAYGROUND EQUIPMENT PROJ	0	0	5,771.50	6,771.50	0.00	(6,771.50)	0.00
CCCCFF GRANT-CREATIVE DIST	0	0	419.00	131,046.00	0.00	(131,046.00)	0.00
SPORTS COMPLEX PROJECT	0	0	0.00	500.00	0.00	(500.00)	0.00
TOTAL REVENUES	8,387,774	8,387,774	23,827.96	536,874.49	6,614,530.95	7,850,899.51	93.60

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FAA GRANTS	376,861	376,861	0.00	40,448.46	32,497.63	336,412.54	89.27
PUBLIC TRANSIT GRANTS	90,000	90,000	0.00	0.00	0.00	90,000.00	100.00
ACE REVENUE SHARING	31,922	31,922	0.00	23,090.00	5,389.00	8,832.00	27.67
MCCOOK RECREATIONAL TRAIL	56,179	56,179	0.00	1,021.25	0.00	55,157.75	98.18
CCCCFF GRANT-SWIMMING POOL	0	0	0.00	0.00	1,331.25	0.00	0.00
MCCOOK COMM FOUNDATION	0	0	0.00	4,000.00	25,000.00	(4,000.00)	0.00
COVID-19 CARES ACT	150,460	150,460	0.00	21,138.00	21,558.57	129,322.00	85.95
ENHANCED E911	60,063	60,063	0.00	1,800.00	15,825.49	58,263.00	97.00
INSURANCE REIMBURSEMENT	436,121	436,121	0.00	0.00	51,910.25	436,121.00	100.00
PSAP FUNDS	102,112	102,112	1,643.75	86,016.85	74,390.64	16,095.15	15.76
MUNICIPAL FACILITY CONST	34,785	34,785	0.00	0.00	0.00	34,785.00	100.00
SKATE PARK IMPROVEMENTS	0	0	0.00	0.00	0.00	0.00	0.00
AME RESCUE PLAN ACT-ARPA	325,199	325,199	0.00	96,865.33	626,392.77	228,333.67	70.21
BIRDELLA NELSON TECH CTR	25,000	25,000	0.00	0.00	22,203.14	25,000.00	100.00
SWIMMING POOL PROJECT	6,699,072	6,699,072	496,206.66	5,911,591.86	304,650.90	787,480.14	11.76
DISC GOLF PROJECT	0	0	0.00	0.00	0.00	0.00	0.00
PLAYGROUND EQUIPMENT PROJ	0	0	0.00	0.00	0.00	0.00	0.00
CCCCFF GRANT-CREATIVE DIST	0	0	19,966.00	39,932.00	0.00	(39,932.00)	0.00
SPORTS COMPLEX PROJECT	0	0	4,000.00	8,870.00	0.00	(8,870.00)	0.00
TOTAL EXPENDITURES	8,387,774	8,387,774	521,816.41	6,234,773.75	1,181,149.64	2,153,000.25	25.67
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(497,988.45)	(5,697,899.26)	5,433,381.31	5,697,899.26	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: AUGUST 31ST, 2024

30 -DEBT SERVICE
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	411,745	411,745	1,615.00	17,592.00	13,333.00	394,153.00	95.73
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	411,745	411,745	1,615.00	17,592.00	13,333.00	394,153.00	95.73

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
GENERAL OBLIGATION	0	0	0.00	0.00	0.00	0.00	0.00
SPECIAL ASSESSMENTS	411,745	411,745	0.00	0.00	0.00	411,745.00	100.00
BOND RESERVE	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	411,745	411,745	0.00	0.00	0.00	411,745.00	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0	0	1,615.00	17,592.00	13,333.00 (	17,592.00)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: AUGUST 31ST, 2024

40 -COMMUNITY DEVELOPMENT
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	29,244.21	27,474.93	1,755.79	5.66
CITY INVESTMENTS	82,656	82,656	450.00	37,743.00	9,889.00	44,913.00	54.34
NORTH POINTE	30,000	30,000	1,813.68	26,254.02	34,916.23	3,745.98	12.49
CLARY VILLAGE LLC	9,500	9,500	0.00	9,233.20	3,950.91	266.80	2.81
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	26,276.35	26,582.98	33,723.65	56.21
QUILLAN COURTS	15,000	15,000	0.00	10,205.33	4,610.18	4,794.67	31.96
MCCOOK LODGING/HOLIDAY I	100,000	100,000	40,889.30	130,730.98	94,052.91	30,730.98	30.73
NEXT GENERATION	220,000	220,000	0.00	124,712.14	210,895.38	95,287.86	43.31
N-STANT CONVENIENCE	20,000	20,000	0.00	2,470.41	4,740.22	17,529.59	87.65
BLACKWOOD ENTERPRISES	20,400	20,400	0.00	8,840.12	189.88	11,559.88	56.67
MEDC INFILL HOUSING	0	0	0.00	2,417.90	0.00	2,417.90	0.00
ENG INTL - RESTORED HOMES	0	0	0.00	0.00	0.00	0.00	0.00
NORTH POINTE II	0	0	0.00	0.00	0.00	0.00	0.00
MCK BUSINESS PK PHASE II	0	0	0.00	0.00	0.00	0.00	0.00
ELEVATE WELLNESS	0	0	0.00	0.00	0.00	0.00	0.00
R PERRY DEVELOPMENT	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	588,556	588,556	43,152.98	408,127.66	417,302.62	180,428.34	30.66
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	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
KEYSTONE BUS CENTER PROJ	31,000	31,000	0.00	29,244.21	27,474.93	1,755.79	5.66
CITY INVESTMENTS	82,656	82,656	672.00	754.00	0.00	81,902.00	99.09
NORTH POINTE	30,000	30,000	0.00	20,812.98	33,197.88	9,187.02	30.62
CLARY VILLAGE LLC	9,500	9,500	0.00	3,521.43	3,950.91	5,978.57	62.93
MCCOOK HOTEL GROUP/COBBL	60,000	60,000	0.00	26,276.35	26,582.98	33,723.65	56.21
QUILLAN COURTS	15,000	15,000	0.00	6,253.28	463.46	8,746.72	58.31
MCCOOK LODGING/HOLIDAY I	100,000	100,000	0.00	89,841.68	94,052.91	10,158.32	10.16
NEXT GENERATION	220,000	220,000	0.00	124,712.14	210,895.38	95,287.86	43.31
N-STANT CONVENIENCE	20,000	20,000	0.00	2,470.41	4,740.22	17,529.59	87.65
BLACKWOOD ENTERPRISES	20,400	20,400	0.00	3,335.00	0.00	17,065.00	83.65
MEDC INFILL HOUSING	0	0	0.00	2,132.46	0.00	2,132.46	0.00
ENG INTL - RESTORED HOMES	0	0	0.00	0.00	0.00	0.00	0.00
NORTH POINTE II	0	0	0.00	0.00	0.00	0.00	0.00
MCK BUSINESS PK PHASE II	0	0	0.00	0.00	0.00	0.00	0.00
ELEVATE WELLNESS	0	0	0.00	0.00	0.00	0.00	0.00
R PERRY DEVELOPMENT	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	588,556	588,556	672.00	309,353.94	401,358.67	279,202.06	47.44
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REVENUES OVER/(UNDER) EXPENDITURES	0	0	42,480.98	98,773.72	15,943.95	98,773.72	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: AUGUST 31ST, 2024

45 -ECONOMIC DEVELOPMENT FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
ECONOMIC DEVELOPMENT FUN	<u>1,925,222</u>	<u>1,925,222</u>	<u>70,001.94</u>	<u>660,330.77</u>	<u>592,667.00</u>	<u>1,264,891.23</u>	<u>65.70</u>
TOTAL REVENUES	<u>1,925,222</u>	<u>1,925,222</u>	<u>70,001.94</u>	<u>660,330.77</u>	<u>592,667.00</u>	<u>1,264,891.23</u>	<u>65.70</u>
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	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
ECONOMIC DEVELOPMENT FUN	<u>1,925,222</u>	<u>1,925,222</u>	<u>23,715.00</u>	<u>554,538.28</u>	<u>339,435.12</u>	<u>1,370,683.72</u>	<u>71.20</u>
TOTAL EXPENDITURES	<u>1,925,222</u>	<u>1,925,222</u>	<u>23,715.00</u>	<u>554,538.28</u>	<u>339,435.12</u>	<u>1,370,683.72</u>	<u>71.20</u>
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REVENUES OVER/(UNDER) EXPENDITURES	0	0	46,286.94	105,792.49	253,231.88	(105,792.49)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: AUGUST 31ST, 2024

50 -PENSION TRUST
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
POLICE OFFICER DISABILIT	23,470	23,470	7.65	20,126.85	18,090.92	3,343.15	14.24
TOTAL REVENUES	23,470	23,470	7.65	20,126.85	18,090.92	3,343.15	14.24
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
POLICE OFFICER DISABILIT	23,470	23,470	1,572.83	17,301.13	17,301.13	6,168.87	26.28
TOTAL EXPENDITURES	23,470	23,470	1,572.83	17,301.13	17,301.13	6,168.87	26.28
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(1,565.18)	2,825.72	789.79	(2,825.72)	0.00

CITY OF MCCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: AUGUST 31ST, 2024

60 -AGENCY FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
PERPETUAL CARE	147,583	147,583	2,280.00	13,205.00	9,637.00	134,378.00	91.05
SENIOR CENTER CONTRIBUTIO	89,012	89,012	852.00	35,985.00	18,173.00	53,027.00	59.57
SCHOOL	8,050	8,050	15.00	6,920.00	6,502.50	1,130.00	14.04
FIRE CONTRIBUTIONS	10,417	10,417	500.00	660.00	14,479.76	9,757.00	93.66
LIBRARY MEMORIAL	63,082	63,082	0.00	6,931.50	13,075.00	56,150.50	89.01
COMMUNITY BETTERMENT	102,771	102,771	5,340.05	66,306.25	77,664.10	36,464.75	35.48
DARE CONTRIBUTIONS	3,388	3,388	0.00	220.00	2,226.50	3,168.00	93.51
PUBLIC WORKS CONTRIBUTION	7,370	7,370	358.00	4,382.55	1,246.05	2,987.45	40.54
AMBULANCE CONTRIBUTIONS	13,046	13,046	316.00	1,386.00	2,658.00	11,660.00	89.38
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	22,822	22,822	200.00	370.35	16,918.44	22,451.65	98.38
FIRE TRAINING TRAILER	11,348	11,348	0.00	100.00	100.00	11,248.00	99.12
TOTAL REVENUES	483,205	483,205	9,861.05	136,466.65	162,680.35	346,738.35	71.76
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	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
PERPETUAL CARE	147,583	147,583	0.00	4,275.00	28,183.52	143,308.00	97.10
SENIOR CENTER CONTRIBUTIO	89,012	89,012	0.00	2,750.06	4,628.52	86,261.94	96.91
SCHOOL	8,050	8,050	100.00	6,905.00	6,327.50	1,145.00	14.22
FIRE CONTRIBUTIONS	10,417	10,417	0.00	473.52	15,272.37	9,943.48	95.45
LIBRARY MEMORIAL	63,082	63,082	68.00	12,164.47	4,753.01	50,917.53	80.72
COMMUNITY BETTERMENT	102,771	102,771	4,167.00	66,850.00	93,205.00	35,921.00	34.95
DARE CONTRIBUTIONS	3,388	3,388	0.00	1,322.97	1,342.33	2,065.03	60.95
PUBLIC WORKS CONTRIBUTION	7,370	7,370	0.00	2,986.00	870.00	4,384.00	59.48
AMBULANCE CONTRIBUTIONS	13,046	13,046	0.00	257.74	225.00	12,788.26	98.02
COMMUNITY PARAMEDIC PROG	4,316	4,316	0.00	0.00	0.00	4,316.00	100.00
POLICE CONTRIBUTIONS	22,822	22,822	0.00	0.00	1,106.09	22,822.00	100.00
FIRE TRAINING TRAILER	11,348	11,348	0.00	0.00	251.75	11,348.00	100.00
TOTAL EXPENDITURES	483,205	483,205	4,335.00	97,984.76	153,952.91	385,220.24	79.72
<hr/>							
REVENUES OVER/(UNDER) EXPENDITURES	0	0	5,526.05	38,481.89	8,727.44 (	38,481.89)	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: AUGUST 31ST, 2024

65 -INTERNAL SERVICE FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
FLEX DEPENDENT CARE	5,851	5,851	0.00	0.00	1,152.00	5,851.00	100.00
FLEX - MEDICAL	66,687	66,687	2,568.88	31,655.98	34,283.88	35,031.02	52.53
SELF INSURED HEALTH INSUR	<u>3,100,211</u>	<u>3,100,211</u>	<u>287,940.15</u>	<u>2,917,961.24</u>	<u>2,574,399.34</u>	<u>182,249.76</u>	<u>5.88</u>
TOTAL REVENUES	<u>3,172,749</u>	<u>3,172,749</u>	<u>290,509.03</u>	<u>2,949,617.22</u>	<u>2,609,835.22</u>	<u>223,131.78</u>	<u>7.03</u>
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
FLEX DEPENDENT CARE	5,851	5,851	0.00	0.00	2,092.00	5,851.00	100.00
FLEX - MEDICAL	66,687	66,687	1,507.55	31,725.50	41,047.20	34,961.50	52.43
SELF INSURED HEALTH INSUR	<u>3,100,211</u>	<u>3,100,211</u>	<u>154,953.25</u>	<u>2,325,994.64</u>	<u>2,468,302.18</u>	<u>774,216.36</u>	<u>24.97</u>
TOTAL EXPENDITURES	<u>3,172,749</u>	<u>3,172,749</u>	<u>156,460.80</u>	<u>2,357,720.14</u>	<u>2,511,441.38</u>	<u>815,028.86</u>	<u>25.69</u>
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	134,048.23	591,897.08	98,393.84 (	591,897.08)	0.00

CITY OF MCCOOK
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: AUGUST 31ST, 2024

70 -ENTERPRISE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
REVENUE SUMMARY							
SOLID WASTE-LANDFILL POST	0	0	0.00	0.00	0.00	0.00	0.00
SOLID WASTE - RECYCLING	176,800	176,800	5,857.39	81,025.40	82,537.91	95,774.60	54.17
SOLID WASTE - COLLECTION	1,057,127	1,057,127	79,661.14	863,799.11	833,241.83	193,327.89	18.29
SOLID WASTE - TRANSFER ST LANDFILL RESERVE	1,586,962	1,586,962	132,194.70	1,221,562.08	1,118,815.71	365,399.92	23.03
SOLID WASTE - DISPOSAL	932,954	932,954	10,153.00	114,350.00	100,218.00	818,604.00	87.74
WATER MAINTENANCE & OPERA	600,639	600,639	10,416.63	455,927.71	351,951.63	144,711.29	24.09
WATER BOND & INTEREST RED	4,968,513	4,968,513	297,186.24	2,397,204.44	2,330,974.53	2,571,308.56	51.75
WATER CAPITAL - REPLACEME	1,265,750	1,265,750	37,006.00	411,359.00	371,678.00	854,391.00	67.50
WATER CAPITAL - DEVELOPME	23,396,301	23,396,301	434,735.00	846,462.00	430,237.00	22,549,839.00	96.38
WATER QUALITY SOLUTION	0	0	0.00	0.00	0.00	0.00	0.00
SEWER MAINTENANCE & OPERA	177,888	177,888	813.53	8,973.25	6,675.39	168,914.75	94.96
SEWER BOND & INTEREST RES	3,560,285	3,560,285	167,468.37	1,742,983.12	1,590,578.50	1,817,301.88	51.04
SEWER CAPITAL - REPLACEME	129,138	129,138	503.00	5,441.00	4,113.00	123,697.00	95.79
SEWER CAPITAL - DEVELOPME	16,107,069	16,107,069	40,963.00	452,286.00	449,604.00	15,654,783.00	97.19
COMBINED UTILITIES	1,430	1,430	8.00	94.00	64.00	1,336.00	93.43
ELECTRIC UTILITY	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
TOTAL REVENUES	55,791,702	55,791,702	1,351,263.32	9,769,411.10	8,869,225.77	46,022,290.90	82.49

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
SOLID WASTE-LANDFILL POST	14,550	14,550	640.28	8,167.96	7,833.67	6,382.04	43.86
SOLID WASTE - RECYCLING	216,328	216,328	9,451.57	115,650.36	114,861.16	100,677.64	46.54
SOLID WASTE - COLLECTION	1,057,127	1,057,127	64,622.61	852,133.42	786,026.52	204,993.58	19.39
SOLID WASTE - TRANSFER ST LANDFILL RESERVE	1,532,884	1,532,884	90,493.45	1,144,230.67	1,033,555.69	388,653.33	25.35
SOLID WASTE - DISPOSAL	932,954	932,954	0.00	326,636.34	74,465.00	606,317.66	64.99
WATER MAINTENANCE & OPERA	600,639	600,639	29,916.28	455,927.71	384,431.21	144,711.29	24.09
WATER BOND & INTEREST RED	4,968,513	4,968,513	240,300.19	2,456,638.60	2,709,244.95	2,511,874.40	50.56
WATER CAPITAL - REPLACEME	1,265,750	1,265,750	0.00	433,314.20	440,239.85	832,435.80	65.77
WATER CAPITAL - DEVELOPME	23,396,301	23,396,301	12,336.75	890,059.62	240,156.84	22,506,241.38	96.20
WATER QUALITY SOLUTION	0	0	0.00	0.00	0.00	0.00	0.00
SEWER MAINTENANCE & OPERA	177,888	177,888	0.00	0.00	0.00	177,888.00	100.00
SEWER BOND & INTEREST RES	3,560,285	3,560,285	119,769.81	1,868,690.16	1,205,119.60	1,691,594.84	47.51
SEWER CAPITAL - REPLACEME	129,138	129,138	0.00	0.00	0.00	129,138.00	100.00
SEWER CAPITAL - DEVELOPME	16,107,069	16,107,069	5,244.00	400,116.88	305,335.10	15,706,952.12	97.52
COMBINED UTILITIES	1,430	1,430	0.00	0.00	0.00	1,430.00	100.00
ELECTRIC UTILITY	500,846	500,846	0.00	0.00	0.00	500,846.00	100.00
TOTAL EXPENDITURES	55,791,702	55,791,702	707,072.26	10,119,509.91	8,499,805.86	45,672,192.09	81.86
REVENUES OVER/(UNDER) EXPENDITURES	0	0	644,191.06	(350,098.81)	369,419.91	350,098.81	0.00

CITY OF MCCOOK
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: AUGUST 31ST, 2024

80 -CAPITAL IMPROVEMENTS FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>							
2022 RECREATION BOND	1,292,868	1,292,868	95,968.35	1,032,521.48	266,231.46	260,346.52	20.14
CAPITAL IMPROVE 2018	1,319,378	1,319,378	56,907.33	623,674.63	603,256.63	695,703.37	52.73
CAPITAL IMPROVE PRE 2018	<u>425,827</u>	<u>425,827</u>	<u>1,661.00</u>	<u>18,266.00</u>	<u>14,445.00</u>	<u>407,561.00</u>	<u>95.71</u>
TOTAL REVENUES	3,038,073	3,038,073	154,536.68	1,674,462.11	883,933.09	1,363,610.89	44.88
	=====	=====	=====	=====	=====	=====	=====
	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
2022 RECREATION BOND	1,292,868	1,292,868	0.00	165,666.66	7,600.00	1,127,201.34	87.19
CAPITAL IMPROVE 2018	1,319,378	1,319,378	23,080.50	350,250.84	232,705.04	969,127.16	73.45
CAPITAL IMPROVE PRE 2018	<u>425,827</u>	<u>425,827</u>	<u>0.00</u>	<u>15,877.19</u>	<u>16,941.69</u>	<u>409,949.81</u>	<u>96.27</u>
TOTAL EXPENDITURES	3,038,073	3,038,073	23,080.50	531,794.69	257,246.73	2,506,278.31	82.50
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0	0	131,456.18	1,142,667.42	626,686.36	(1,142,667.42)	0.00

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING**

ITEM: 4.J.

RECOMMENDATION:

APPROVE THE GRANT OF LICENSE WITH KYLE DELLEVOET (OWNER) AND NICHOLAS WRIGHT (OWNER UNDER CONTRACT) FOR THE USE OF A PORTION OF CITY OF MCCOOK PROPERTY LOCATED IN LOT 1, BLOCK 7, SECOND ADDITION TO THE CITY OF MCCOOK FOR THE PURPOSE OF INSTALLING A 6' WOOD PRIVACY FENCE AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

Nicholas Wright has filed a fence permit application with the City of McCook, requesting that a fence be installed 10' beyond the property line onto the city's right-of-way. A survey showing the physical location and dimensions has been provided which was completed by a licensed surveyor. The Building Inspector measured the distances for the alley sight triangle requirements and found no violations.

**FISCAL
IMPACT:** None.

APPROVALS:



Barry Mooney, Building Official

September 10, 2024



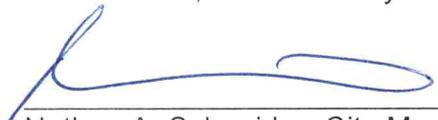
Lea Ann Doak, City Clerk

September 10, 2024



Tera Koetter, Assistant City Manager

September 10, 2024



Nathan A. Schneider, City Manager

September 10, 2024

After Recording Return to:

Lea Ann Doak, City Clerk
City of McCook
PO Box 1059
McCook NE 69001-1059

GRANT OF LICENSE

This Agreement is made and entered into this 16th day of September, 2024, by and between the City of McCook, Nebraska, hereinafter referred to as the Licensor, and Kyle and Jody Dellevoet - under contract to Nicholas Wright, hereinafter referred to as the Licensee.

Licensor hereby grants to Licensee the revocable right, privilege, and permission to use the following described real property for construction of a six foot (6') wood privacy fence on property encroaching on the City's right of way described as:

A tract of land located on City R.O.W., Lot 1, Block 7, Second Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows:

Commencing at the NE Corner of Lot 1, Block 7, Second Addition to the City of McCook, thence West 49.84 feet on the North line of said Lot 1 to the Point of Beginning; thence 90°00'00" Right 10.00 feet; thence 90°00'00" Left 68.00 feet; thence 90°00'00" Left 10.00 feet to a point on the said orth line; thence 90°00'00" Left, 68.00 feet to the Point of Beginning.

This License is granted and restricted to the above described improvements situated on the subject real property and is further restricted to repairing said structures only and does not extend to any material improvement or modification of the structure or replacement thereof.

This License is further subject to the condition that the Licensor retains the right, at its sole discretion, to have removed any portion of said improvement when deemed necessary by the Licensor. The Licensee shall bear any and all expense pertaining to any access said Licensor may require. This license is nonexclusive to the Licensee.

The Licensee shall assume all liability with use of Licensor property and indemnify Licensor from all liability.

The term of the License shall be the life of the existing fence with the restrictions set forth herein.

CITY OF MCCOOK, NEBRASKA

By: _____
Linda Taylor, Mayor

ATTEST:

Lea Ann Doak, City Clerk

Acknowledgement

State of Nebraska)
) s.s.
County of Red Willow)

The foregoing instrument was acknowledged before me this 16th day of September, 2024 by Linda Taylor, Mayor of the City of McCook and Lea Ann Doak, Clerk of the City of McCook, Nebraska.

Notary Public

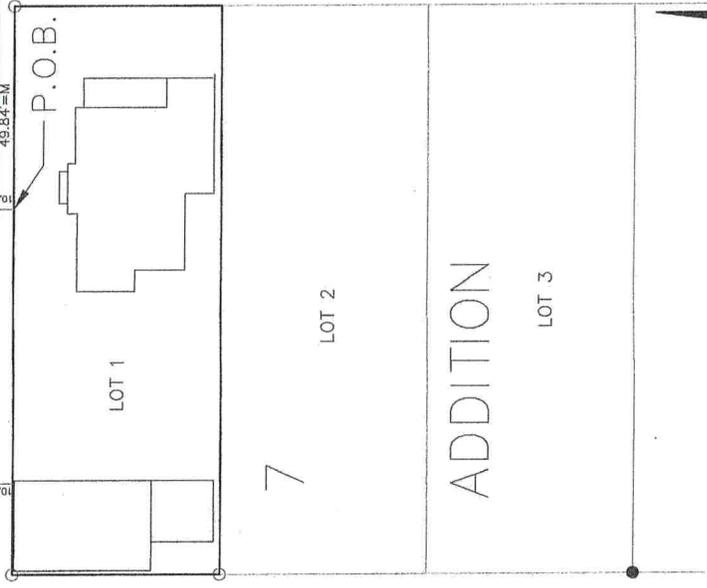
TRACT FOR GRANT OF LICENSE FOR FENCE ON CITY R.O.W., LOT 1, BLOCK 7, SECOND ADDITION TO THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA

WEST "K" STREET

FIRST STREET WEST

GEORGE NORRIS AVE.

FENCE 3' SOUTH OF GAS LINE
 GAS LINE
 68.00' = M
 49.84' = M
 P.O.B.



Legal Description

Commencing at the NE Corner of Lot 1, Block 7, Second Addition to the City of McCook, thence West 49.84 feet on the North line of said Lot 1 to the Point of Beginning; thence 90°00'00" Right 10.00 feet; thence 90°00'00" Left 68.00 feet; thence 90°00'00" Left 10.00 feet to a point on the said North line; thence 90°00'00" Left, 68.00 feet to the Point of Beginning.

Said tract is for the Grant of License to build and maintain a fence on the City R.O.W.

T.F.S.

TERRY FAMILY SURVEYING
 LLC
 403 WASHINGTON AVE.,
 MCCOOK, NE, 69001
 308-737-7752

Legend

- = FOUND PROPERTY CORNER AS NOTED
- = SET 1/2" REBAR & LS-812 CAP
- x = COMPUTED POINT
- M = MEASURED DISTANCE
- P = PLATTED DISTANCE



SURVEYOR'S CERTIFICATE

I, Don D. Terry, Nebraska Registered Land Surveyor No. LS-812, do hereby state that the survey and the referenced Legal Description herein, was performed by myself using known and recorded monuments. All information shown on the above plat is accurate and correct to the best of my knowledge and belief.

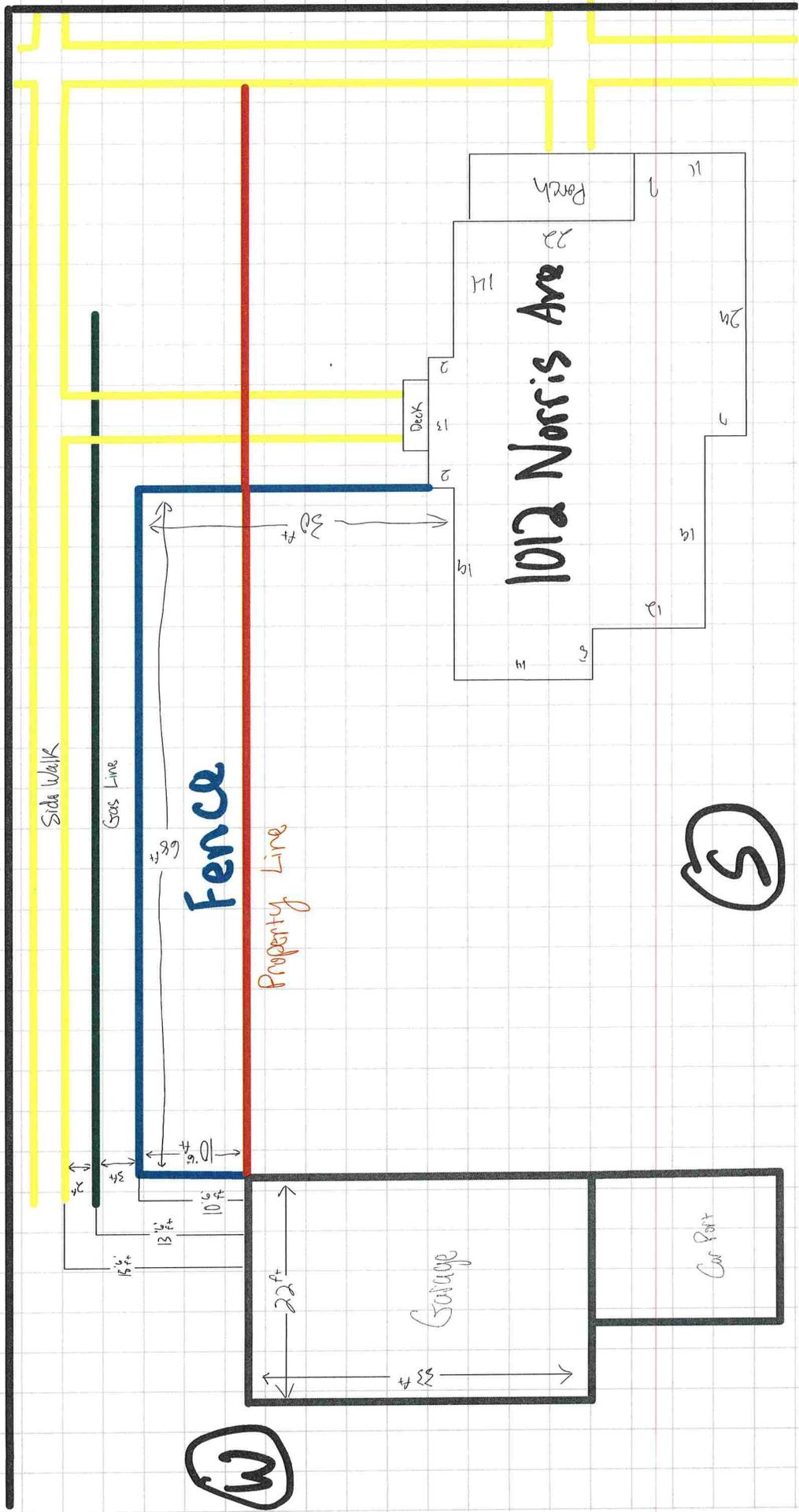
Date of Survey: September 10, 2024

THIS PLAT OF SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY TERRY FAMILY SURVEYING LLC TO DETERMINE OWNERSHIP, EASEMENTS, OR RIGHTS-OF-WAY.

Norris Ave (E)

(N)

K St



1012 Norris Ave

Fence

Property Line

Garage

Car Port

(S)

(W)

Sida Walk

Gross Line

Deck

Porch

68'±

22'±

22'±

15'±

13'±

10'±

10'±

10'±

10'±

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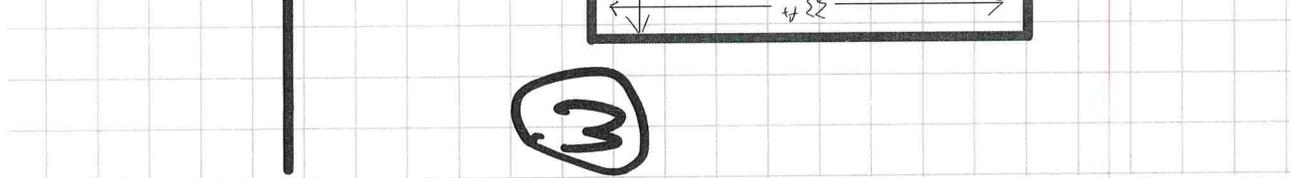
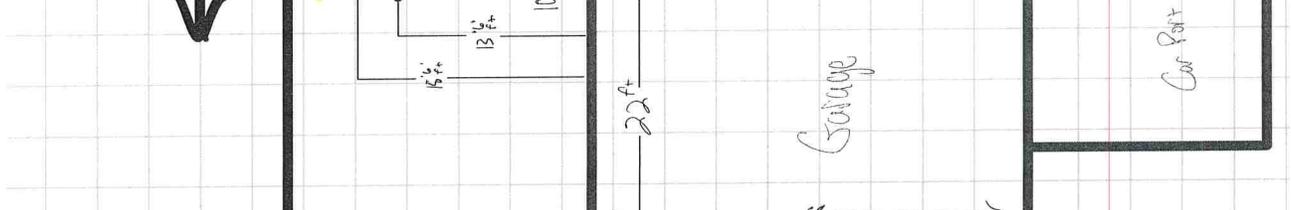
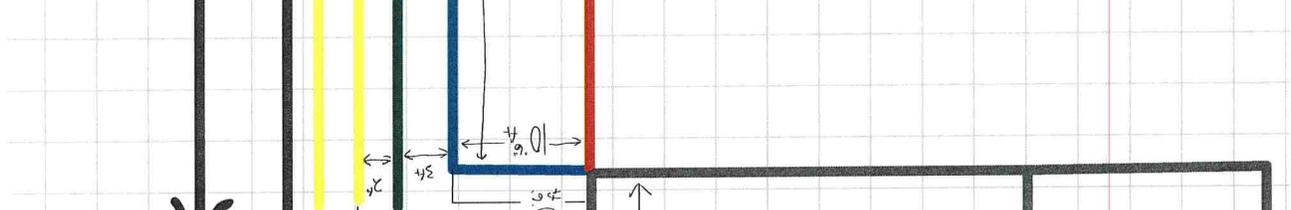
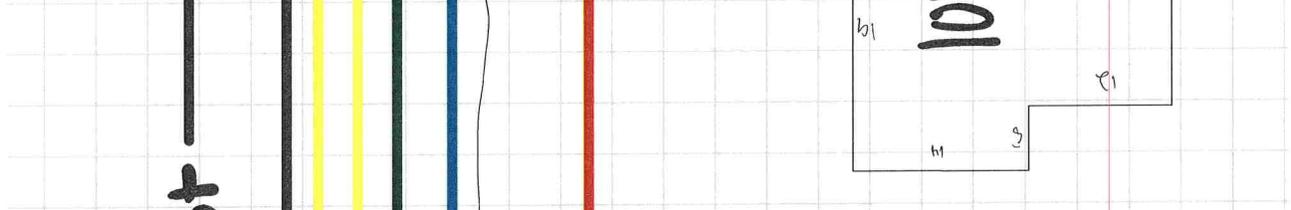
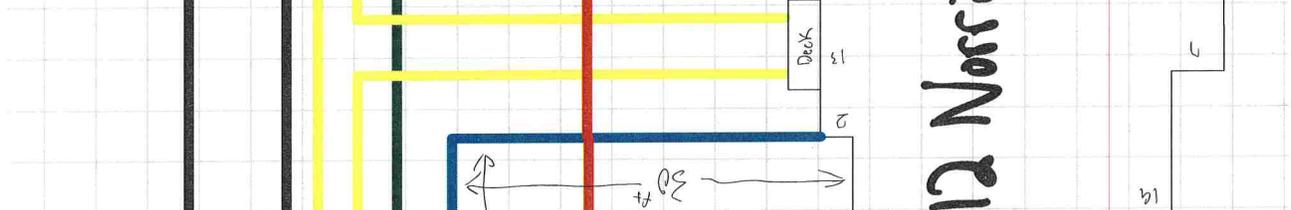
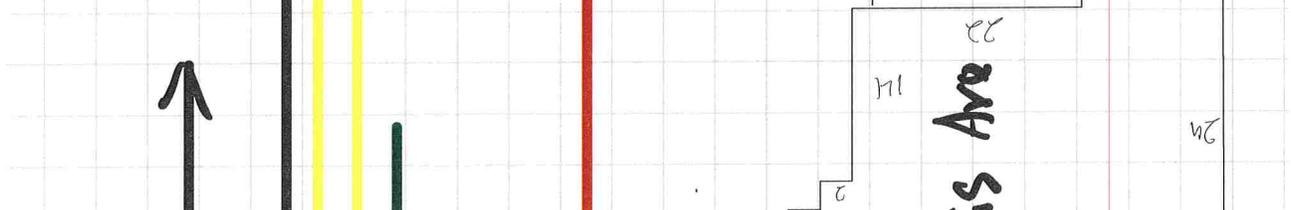
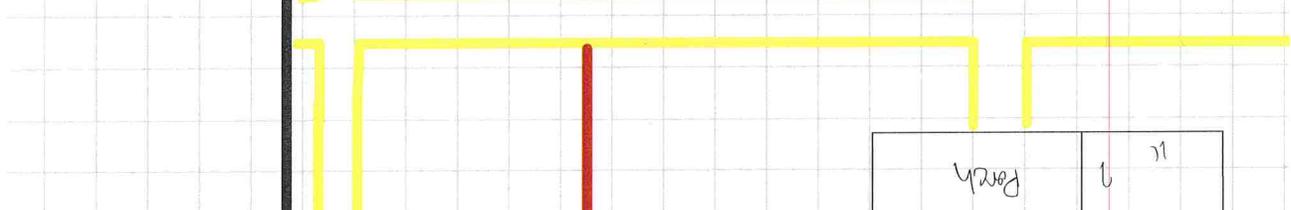
30'±

30'±

30'±

30'±

30'±



bldginsp@cityofmccook.com

From: Nicholas Wright <Nicholas.Wright@fbfs.com>
Sent: Tuesday, August 27, 2024 8:10 AM
To: bldginsp@cityofmccook.com
Subject: Fence at 1012 Norris Ave
Attachments: Fence Proposal.pdf

Barry,

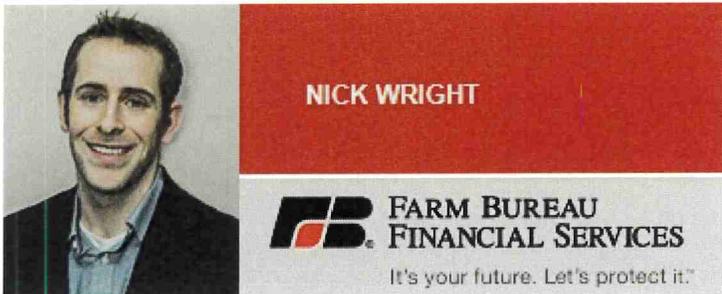
Please see attached proposal for the fence that I would like to build that would run 10ft 6 inches over the property line into the city right of way.

Per the attached plans, I would like to place the fence 10ft 6 inches to north of the north property line that runs along K St. This would place it 3 ft to the south of the main gas line.

On the plans, the sidewalk is represented by the yellow lines, the gas line by the green line, the fence by the blue line, the property line by the redline.

Please advise if you have any questions or if I need to make any changes to better clarify where I would like place the fence.

Thank you!



Nick Wright
Agent
Farm Bureau Financial Services

222 W 1st St
McCook NE 69001
308-345-6720
308-430-8431 cell

nicholas.wright@fbfs.com
nicholaswright.fbfsagents.com

[Not sure you have the right amount of life insurance? Find out with our calculator.](#)

Like our work? Please refer me to your family, friends and colleagues.

Stay Connected:



From: noreply@civicplus.com
Sent: Tuesday, September 3, 2024 9:54 AM
To: bldginsp@cityofmccook.com
Subject: Online Form Submittal: FENCE PERMIT APPLICATION

If you are having problems viewing this HTML email, click to view a [Text version](#).

FENCE PERMIT APPLICATION

PERMIT FEE: \$25.00

Job Address* 1012 Norris Ave

PROPERTY OWNER INFORMATION

Name* Kyle Dellevoet
Address* 5904 O Ave
City/State/Zip* Kearney, NE, 68847
Phone* 308-340-9027
Email Address jodymarried@gmail.com

CONTRACTOR INFORMATION

Business Name Nicholas Wright
Address 222 West 1st St
City/State/Zip McCook, NE, 69001
Phone 308-430-8431
Email address: nicholas.wright@fbfs.com

Is Contractor licensed? Yes No

Estimated Project Cost 2500

Description of Work Building a fence along the northwest corner of the property. I would like to place the fence 10ft 6 inches to north of the north property line that runs along K St. This would place it 3 ft to the south of the main gas line.

* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:
<http://www.cityofmccook.com/Admin/FormHistory.aspx?SID=3910>

The following form was submitted via your website: FENCE PERMIT APPLICATION

PERMIT FEE: \$25.00:

Job Address: 1012 Norris Ave

PROPERTY OWNER INFORMATION:

Name: Kyle Dellevoet

Address: 5904 O Ave

City/State/Zip: Kearney, NE, 68847

From: noreply@civicplus.com
Sent: Tuesday, September 3, 2024 9:57 AM
To: bldginsp@cityofmccook.com
Subject: Online Form Submittal: FENCE PERMIT APPLICATION

If you are having problems viewing this HTML email, click to view a [Text version](#).

FENCE PERMIT APPLICATION

PERMIT FEE: \$25.00

Job Address* 1012 Norris Ave

PROPERTY OWNER INFORMATION

Name* Kyle Delleveot
Address* 5904 O Ave
City/State/Zip* Kearney NE 68847
Phone* 308-340-9027
Email Address jodymaried@gmail.com

CONTRACTOR INFORMATION

Business Name Nicholas Wright
Address 222 West 1st St
City/State/Zip McCook
Phone 3083456720
Email address: nicholas.wright@fbfs.com

Is Contractor licensed? Yes No

Estimated Project Cost **2500**

Description of Work Fence to be placed along the northwest corner of the property. Would like to place it 10ft 6 inches to north of the north property line that runs along K St. This would place it 3 ft to the south of the main gas line.

* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:
<http://www.cityofmccook.com/Admin/FormHistory.aspx?SID=3911>

The following form was submitted via your website: FENCE PERMIT APPLICATION

PERMIT FEE: \$25.00:

Job Address: 1012 Norris Ave

PROPERTY OWNER INFORMATION:

Name: Kyle Delleveot

Address: 5904 O Ave

CITY MANAGER'S REPORT
September 16, 2024 MCCOOK CITY COUNCIL MEETING

ITEM NO. 5.A. Presentation from Erica Bush with WCNDD (West Central Nebraska Development District) in regards to properties in their designated area that should be declared a nuisance, properties that should be rescinded from previous declaration of nuisance, and properties that need abatement.

ITEM NO. 5.B. Approve Resolution No. 2024 -21 approving the designation of nuisance properties as deemed by WCNDD and as declared in the Resolution.

ITEM NO. 5.C. Approve Resolution No. 2024-22 approving the rescinding of a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. 5.D. Approve Resolution No. 2024-23 approving the rescinding of a portion of Resolution No. 2024-17 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. 5.E. Approve WCNDD's Motion to Abate for the properties located at 1110 West 13th, McCook, NE, 1401 West M, McCook, NE, 1111 West 12th, McCook, NE, and 1201 West 13th, McCook, NE be abated.

BACKGROUND:

WCNDD initially evaluated properties in their designated area on April 30, 2024. Letters were then sent out by WCNDD to property owners that were in violation of McCook's Code of Ordinances requesting that these violations be resolved. On June 6, 2024, July 8, 2024, August 7, 2024, and September 3, 2024, WCNDD did follow-up evaluations. Erica Bush, with WCNDD, will give a PowerPoint presentation showing properties in their designated area that should be declared a nuisance, properties that need to be abated, and that a portion of the nuisance violations declared in Resolution No. 2024-13 and Resolution No. 2024-17 have been abated and cleared of nuisances and should be rescinded from the resolution.

WCNDD is requesting the City Council to approve Resolution 2024-21 which approves their designation of the following property as a nuisance:

2024 MCC 109 - PID 001062000, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-22 which rescinds portions of Resolution No. 2024-13 in regards to the following properties:

2024 MCC 024 - 1009 West 13th, McCook, NE

2024 MCC 093 - 1410 West 14th, McCook, NE

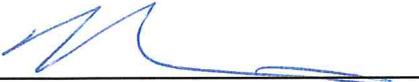
2024 MCC 103 - 1405 West 16th, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-23 which rescinds portions of Resolution No. 2024-17 in regards to the following properties:

2024 MCC 029 - 1112 West 12th, McCook, NE

WCNDD is requesting the City Council to approve their Motion to Abate the following properties:
2024 MCC 006 - 1110 West 13th, McCook, NE
2024 MCC 010 - 1401 West M, McCook, NE
2024 MCC 043 - 1111 West 12th, McCook, NE
2024 MCC 108 - 1201 West 13th, McCook, NE

APPROVALS:



Nathan A. Schneider, City Manager

September 11, 2024



Lea Ann Doak, City Clerk

September 11, 2024



Tera Koetter, Assistant City Manager

September 11, 2024

**RESOLUTION NO. 2024-21
DECLARATION OF NUISANCE PROPERTIES**

The City Council of the City of McCook (hereinafter the City), in regular session assembled at the City Council Chambers in McCook, Nebraska on this 16th of September 2024, hereby resolve as follows:

WHEREAS, The City of McCook desires to declare Nuisances pursuant to the City of McCook Code of Ordinances (Nuisance Ordinance Chapter 95).

NOW THEREFORE:

BE IT RESOLVED that the following property located within the nuisance jurisdiction of the City of McCook, Nebraska has been submitted to the City Council at its regular meeting on September 16, 2024:

2024 MCC 109 -PID 001062000, McCook, NE; and

BE IT FURTHER RESOLVED, that the City Council found the following property is declared to have nuisances upon it contrary to the City of McCook Code of Ordinances and that said nuisance is ratified by this resolution:

2024 MCC 109 -PID 001062000, McCook, NE

BE IT FINALLY RESOLVED, that the City shall proceed as determined under the administrative procedure of Chapter 95.03.

INTRODUCED AND PASSED THIS 16TH DAY OF SEPTEMBER 2024.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**RESOLUTION NO. 2024-22
RESCINDING RESOLUTION NO. 2024-13**

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

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

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

WHEREAS, WCNDD now has evidence that the nuisance violation declared in Resolution No. 2024-13, which is abated and the property cleared of nuisances.

NOW THEREFORE, BE IT RESOLVED, that the City of McCook rescinds Resolution No. 2024-13 on the following property:

CASE NO. _____	PHYSICAL ADDRESS
2024 MCC 024 -	1009 West 13th, McCook, NE
2024 MCC 093 -	1410 West 14th, McCook, NE
2024 MCC 103 -	1405 West 16th, McCook, NE

PASSED THIS 16TH DAY OF SEPTEMBER, 2024.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**RESOLUTION NO. 2024-23
RESCINDING RESOLUTION NO. 2024-17**

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

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

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

WHEREAS, WCNDD now has evidence that the nuisance violation declared in Resolution No. 2024-17, which is abated and the property cleared of nuisances.

NOW THEREFORE, BE IT RESOLVED, that the City of McCook rescinds Resolution No. 2024-17 on the following property:

CASE NO. _____	PHYSICAL ADDRESS
2024 MCC 029 -	1112 West 12th, McCook, NE

PASSED THIS 16TH DAY OF SEPTEMBER, 2024.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING**

ITEM: 5.F.

Approve Ordinance No. 2024-3085 providing for the adoption of the budget for FY 2024/2025 on its third and final reading.

BACKGROUND:

Ordinance No. 2024-3085, provides for the adoption of the budget for Fiscal Year 2024/2025 after discussion and consideration by the Council.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 12, 2024



Tera Koetter, Assistant City Manager

September 12, 2024



Nathan A. Schneider, City Manager

September 12, 2024

ORDINANCE NO. 2024-3085

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, 2024, through September 30, 2025. 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 _____, 2024.

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

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING**

ITEM: **5.G.**

Approve Ordinance No. 2024-3086 providing for the adoption of the FY 2024/2025 Fiscal Year Employee Classification Pay Plan on its third and final reading.

BACKGROUND:

The attached ordinance provides for the adoption of the Employee Classification and Pay Plan for Fiscal Year 2024/2025.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 12, 2024



Tera Koetter, Assistant City Manager

September 12, 2024



Nathan A. Schneider, City Manager

September 12, 2024

ORDINANCE NO. 2024-3086

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2024/2025 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 2024/2025 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, 2024.

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 _____, 2024.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

Publish:

CITY OF MCCOOK
 CLASSIFICATION AND PAY PLAN
 FY 2024-2025

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(S2T)	Temporary Seasonal - work less than 90-Days	13.500 - 16.000	
(S4)	Pool Seasonal	13.500 - 16.000	
	Seasonal II	13.500 - 17.000	
	Pool Guard	14.000 - 16.000	
	Assistant Pool Manager	15.000 - 17.000	
	Pool Manager	15.000 - 18.000	
(3P)	Permanent Part-Time (No annual range adjustment - employees eligible for annual COLA & merit) Senior Center Aide		
	Part-Time Transit Driver	15.252 - 20.900	
	Part-Time Clerical/Library Clerical	15.483 - 21.120	
	Part-Time Custodian/Maintenance	15.570 - 22.384	
(100)	Full-Time Custodial/Maintenance Public Transportation Driver	15.570 - 22.384	32,385 - 46,559
(105)	Assistant Cook	15.888 - 20.367	33,046 - 42,363
(110)	Clerk II (Public Transit Dispatcher)	16.400 - 23.063	34,112 - 47,970
(115)	Head Cook	17.169 - 25.625	35,711 - 53,300

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(120)	Circulation Librarian	17.410 - 22.906	36,212 - 47,644
(125)	Laborer I Equipment Operator I	18.723 - 26.090	38,943 - 54,268
(130)	Juvenile Services Librarian	18.788 - 25.690	39,080 - 53,434
(135)	Transfer Station Administration Assistant	18.952 - 26.168	39,421 - 54,430
(140)	Public Safety Administration Assistant	19.101 - 26.471	39,730 - 55,059
(145)	Catalogue/Media Librarian	19.106 - 25.820	39,740 - 53,705
(150)	Administration Assistant - Admin Office	19.373 - 27.050	40,295 - 56,263
(155)	Laborer II	19.885 - 28.198	41,361 - 58,651
(160)	Refuse Collection Driver	19.895 - 26.312	41,382 - 54,728
(165)	Utility Service Technician I	20.177 - 28.418	41,968 - 59,110
(170)	Financial Administrative Assistant	20.305 - 28.413	42,235 - 59,099
(175)	Equipment Operator II	20.439 - 28.372	42,512 - 59,014
(180)	Disposal Plant Operator I	21.289 - 29.910	44,282 - 62,212
(185)	Equipment Operator III Tractor-Trailer Operator	21.325 - 29.248	44,356 - 60,837

<u>(PAY GRADE)</u>	<u>POSITION</u>	<u>HOURLY/MONTHLY RATE</u>	<u>12-MONTH ANNUAL RANGE</u>
(190)	E911 Office Coordinator	21.351 - 29.295	44,410 - 60,933
(195)	Disposal Plant Operator II	22.509 - 31.985	46,819 - 66,529
(200)	Utility Service Technician II	22.847 - 32.790	47,522 - 68,203
(205)	Mechanic	23.227 - 32.944	48,311 - 68,522
(210)	Disposal Plant Operator III Water Plant Operator I	23.729 - 34.061	49,356 - 70,846
(215)	Equipment Operator/Groundskeeper II - Parks Equipment Operator/Groundskeeper II - Street	23.883 - 31.970	49,676 - 66,497
(220)	Deputy City Clerk	23.903 - 34.272	49,718 - 71,286
(225)	Cemetery Sexton	24.108 - 33.446	50,145 - 69,567
(230)	Water Plant Operator II	24.898 - 33.446	51,788 - 69,567
(235)	Airport Maintenance Operator	25.745 - 33.116	53,549 - 68,881
(240)	Laborer Foreman	26.343 - 37.279	54,792 - 77,541
(245)	Building Inspector/Code Compliance Officer	28.311 - 37.064	58,886 - 77,093
(250)	Police Sergeant (42 hour) Sergeant/Patrol Supervisor	30.197 - 40.334	65,949 - 88,089
(255)	Human Resource Coordinator	30.251 - 43.573	62,922 - 90,631

<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	30.825 - 40.003	64,116 - 83,206
(265)	City Clerk/Treasurer Utilities Director Public Works Director Assistant City Manager	41.164 - 57.349	85,621 - 119,285
(270)	Fire Chief Chief of Police	42.948 - 55.227	89,331 - 114,872

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
10/1/2024 -								
9/30/2025								
Police Officers	\$ 25.638	\$ 26.730	\$ 27.932	\$ 29.188	\$ 30.502	\$ 32.026	\$ 33.629	\$ 35.310
Detectives	\$ 27.920	\$ 29.036	\$ 30.198	\$ 31.406	\$ 32.662	\$ 33.970	\$ 35.499	\$ 37.183
Dispatchers	\$ 19.524	\$ 20.193	\$ 20.884	\$ 21.604	\$ 22.346	\$ 23.139	\$ 23.965	\$ 24.863

Firefighter/Paramedic - Union Contract

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2024	\$ 20.121	\$ 20.772	\$ 21.423	\$ 22.073	\$ 22.724	\$ 23.375	\$ 24.026	\$ 24.677	\$ 25.328	\$ 25.979	\$ 26.630
- 9/30/2025											

The pay grid above is for firefighters/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

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/1/2024	\$ 25.426	\$ 26.490	\$ 27.241	\$ 28.205	\$ 29.217	\$ 30.210	\$ 31.275	\$ 32.362	\$ 33.490	\$ 34.661	\$ 35.873
- 9/30/2025											

The pay grid above is for firefighters/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 16, 2024 CITY COUNCIL MEETING**

ITEM: **5.H.**

Approve upon its second of three readings, Ordinance No. 2024-3088 providing for the amendment of Chapter 38: Appendix E, Water Department Rates and Fees.

BACKGROUND:

Please refer to the attached City Manager's Report prepared for the September 3, 2024 City Council meeting. The new rates will take effect with the bills dated November 1, 2024.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 12, 2024

ORDINANCE NO. 2024-3088

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E , WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2024-3076 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

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

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

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

(A) 2.539 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used;

(B) 1.881 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet.

In addition to the above, a ready-to-serve fee of twenty-four and 90/100 dollars (\$24.90) per month shall be charged to each customer.

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

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

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

SECTION 2. Ordinance No. 2024-3076 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed and abrogated.

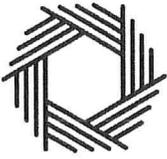
SECTION 3. This ordinance shall take effect with the bills dated November 1, 2024 and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED THIS _____ day of _____, 2024.

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

ATTEST:

-s- Lea Ann Doak, City Clerk



February 19, 2024

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

Dear Nate,

Attached for your review is an update to the Water Enterprise Fund Financial and Capital Planning Model which was previously presented to the McCook City Council on February 20, 2023. Based on this analysis PFM recommends implementing a 8.50% rate increase to all rate categories on May 1, 2024 and October 1, 2024. This recommendation is higher than the projections in the prior year's analysis driven primarily by a combination of actual usage below projected water sales as well as the expected capital costs for the water treatment plant and the distribution system.

In updating this model, PFM Financial Advisors LLC ("PFM") has reviewed and incorporated information from the City's FY 2023 Audited Financial Statements and the FY 2024 Budget. In addition, we have incorporated the current capital improvement plan for the Water Enterprise Fund that includes \$18,193,500 for the high priority projects. The important points of the update are summarized below.

(i) Usage

- a. Total water sales decreased by 16.08% in FY 2023 after increasing by 2.64% in FY 2022. Actual usage has been up and down from year-to-year, but FY 2023 represents the lowest water sales since FY 2019 and is three million cubic feet below the 15-year average. This is likely attributed to the weather during FY 2023 more than a change in customer behaviors.
- b. PFM & City staff have made the assumption that future usage will be approximately 70 million cubic feet and remain flat at that level. This is a reduction to the previous assumption of 72 million cubic feet for future years.
- c. We have stress tested the cash flow between the range of selling 65 million cubic feet and to 80 million cubic feet. We observe that usage regularly fluctuates between 10% to 15% depending on the weather.

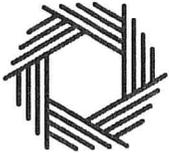
(ii) Revenues

- a. FY 2023 operating revenues were down 6.7% from the prior fiscal year after increasing 6.0% in FY 2022.
- b. On average, operating revenues have increased approximately 3.8% annually over the last 5 years and have exhibited volatility year to year.

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

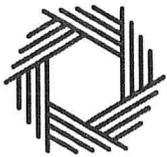
pfm.com



- (iii) Expenditures
 - a. FY 2023 operating expenditures (excluding depreciation and sales tax) increased by 8.3% from the prior fiscal year after a 15.6% increase in FY 2022. Both years were above the projected increase of 7.0%.
 - b. The FY 2024 budget includes a 5.1% increase in total operating expenditures which is slightly below the long term estimate of 7.0%.
 - c. In FY 2025 and thereafter, this analysis assumes a moderate 7.0% annual growth rate for all operating expenditures.
- (iv) Debt service coverage
 - a. Coverage of 2.38 times in FY 2023 and budgeted 3.09 times FY 2024, is strong for a water system of this size.
 - b. In FY 2027 while the City is constructing the \$18,193,500 of improvements to the Water Treatment plant and distribution system, PFM is projecting only a slight buffer above the legally required minimum coverage. The projected coverage in FY 2027 is 1.21 times and satisfies the minimum requirement of 1.10 times. The projected decrease in coverage is a result of the debt incurred to fund the capital improvements currently in the capital budget.
 - c. The current projection model assumes USDA financing at the market rate of 3.75% with a 40-year term. This will require an interim loan during construction with a higher interest rate and interest only payments. Currently we have assumed a rate of 6.25% for the interim loan with a 30-month construction period.
- (v) Other Considerations
 - a. Pursuant to City staff's recommendation, we have assumed annual ongoing capital costs in the future will be \$255,000 per year, not including the high priority projects. In addition, we have assumed annual transfers to the following designated funds: \$3,200 to the Repermitting Fund, \$40,000 into the Equipment Replacement Fund, \$120,000 into the Water Plant Replacement Fund, and \$200,000 into the Capital Replacement Fund until FY 2026.
 - b. In FY 2027 when the high priority projects are constructed the City plans to use \$3,000,000 from its capital reserve to decrease the required loan amount. After this time the transfers to the Water Plan Replacement Fund and Capital Replacement fund are projected to decrease to \$100,000 to each fund annually in an effort to limit the required rate increases.



- (vi) Annual Surplus/Deficit
- a. FY 2023 ended with an operating cash deficit of <\$578,039> versus a projected deficit of <\$787,732> from our analysis last year.
 - b. The primary difference in FY 2023 was the decrease in usage leading to lower than projected revenues along with a delay on some capital projects. The financial projection model had included \$2,152,875 compared with the actual audited capital expenditures of \$968,315. Most of the planned capital expenditures that were not completed were moved forward into the FY 2024 budget or delayed for further evaluation.
 - c. Projected operating deficits in FY 2024 are expected due to \$2,928,776 of capital projects planned. FY 2025 and FY 2026 assume a surplus in preparation for the future debt service requirements. FY 2027 to FY 2029 are projecting deficits once the debt service to fund the high priority projects comes online. FY 2030 is designed to be a balanced budget once the projects are completed and the debt service is fixed for term of the debt. This projection includes annual transfers that will adjust as necessary to balance the budget and prepare for future capital needs.
- (vii) Cash Balance
- a. Ending operating cash balance on September 30, 2023 was \$2,424,748 which represents 143.7%, or approximately seventeen (17) months, of operating expenditures.
 - b. Overall, total cash in the Water Enterprise Fund is expected to decrease to \$6.18 million in FY 2024 from \$6.6 million in FY 2023 after capital expenditures of \$2.928 million.
 - c. Operating cash is expected to trend downward over the six-year planning period ending FY 2030 to approximately \$1.94 million. During that time total cash balance is expected to decrease to \$4.89 million after expending \$22.7 million on capital projects over that time period.
 - d. Through conservative financial management the \$120,000 annual set-aside to the Water Plant Replacement Fund will build this fund's cash balance to \$2.09 million in FY 2026 and then spend \$1.9 million of these funds for the high priority projects in FY 2027. The \$200,000 annual set-aside to the Capital Replacement Fund will help build this fund's cash balance to \$1.4 million in FY 2026 and then spend \$1.28 million of this fund's cash on the high priority projects in FY 2027.
- (viii) Recommended Future Rate Increases
- a. Based on the assumptions listed above, PFM is recommending a higher rate increase than previously projected during FY 2024 and the six-year planning horizon. This assumption is heavily reliant on trends in future water usage, realized growth in future operating expenditures, and planned capital expenditures for water system improvements and repairs.



- b. As the City considers the higher rate increases, it may consider evaluating its current rate structure to ensure equity among the various users. Currently the City has a declining block rate structure with usage over 5,000 cubic feet getting a 25% discount on the water consumed. This rate structure provides a financial benefit to larger users and encourages consumption.
- c. In the table below, we have incorporated the following rate adjustments as compared to the prior rate adjustments suggested in the February 20, 2023 study.

<u>Applicable Fiscal Year</u>	<u>Recommended Date of Change</u>	<u>February 20, 2023 Analysis</u>	<u>February 19, 2024 Analysis</u>
FY 2023-24	May 1, 2024	6.00% (all rates)	8.50% (all rates)
FY 2024-25	October 1, 2024	6.00% (all rates)	8.50% (all rates)
FY 2025-26	October 1, 2025	6.00% (all rates)	8.50% (all rates)
FY 2026-27	October 1, 2026	6.00% (all rates)	8.50% (all rates)
FY 2027-28	October 1, 2027	6.00% (all rates)	6.25% (all rates)
FY 2028-29	October 1, 2028	N/A	6.25% (all rates)
FY 2029-30	October 1, 2029	N/A	6.25% (all rates)

The Water Enterprise Fund is planning to accommodate future capital improvements while maintaining sufficient cash balances. Through continued strong management practices, coverage is anticipated to reduce significantly in FY 2027 once the high priority projects are funded. The recommended rate increases allow the utility to make debt service payments, cover estimated capital expenditures, and set aside some cash reserves for future capital projects. If total water sales to customers should decrease meaningfully below 70 million cubic feet, the operating expenses increase at a rate greater than 7.0%, or the high priority capital projects are significantly higher than \$18,193,000, larger rate adjustments may be needed in future years.

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

Sincerely,

Matthew Stoffel, CFA
Director

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

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING**

ITEM: 5.I.

Approve upon its second of three readings, Ordinance No. 2024-3089 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.

BACKGROUND:

Please refer to the attached City Manager's Report prepared for the September 3, 2024 City Council meeting. The new rates will take effect with the bills dated November 1, 2024.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 12, 2024

**CITY MANAGER'S REPORT
SEPTEMBER 3, 2024 CITY COUNCIL MEETING**

ITEM: 4.E.

RECOMMENDATION:

Introduce on first reading Ordinance No. 2024-3089 providing for the amendment to Chapter 38: Appendix D setting the rate to be charged for sewer by the McCook Wastewater Department.

BACKGROUND:

Based on the Sewer Enterprise Fund Cashflow Model prepared by Public Financial Management (PFM), City Staff is recommending that the current sewer rate be increased by 7.5%. The rate increase provides the funds to cover inflation, pay for major capital projects and maintain a healthy budget.

The proposed increase would see the base fee for residential customers go from \$19.98 to **\$21.48** per month (+\$1.499). The commercial base fee will go from \$29.11 to **\$31.29** per month (+\$2.183). Both residential and commercial monthly base fees include 333 cubic feet of usage. The fee for usage above 333 cubic feet (2,490 gallons) would also increase by 7.5% from the current \$4.315 per 100 cubic feet (748 gallons) to **\$4.639** per 100 cubic feet of usage (+\$.324 CENTS).

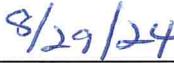
Using the PFM model as the guide, a 7.5% increase will generate additional revenue for future years and prepare the Wastewater Department for large capital expenditures.

FISCAL IMPACT:

APPROVALS:



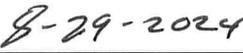
Lea Ann Doak, City Clerk



Date



Pat Fawver, Utilities Director



Date



Nate Schneider, City Manager



Date

ORDINANCE NO. 2024-3089

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2024-3077 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix D, Sewer Department Rates and Fees; shall be amended to read as follows:

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

Minimum Charges of \$21.48 per month based on the first 333 cubic feet of water usage.

Residential Rate - \$4.639 per 100 cubic feet for everything over 333 cubic feet water usage.
 2. Commercial. The commercial sewer use charges provided for in Section 51.072 are as follows:

Minimum Charge of \$31.29 per month based on the first 333 cubic feet of water usage.

Commercial Rate - \$4.639 per 100 cubic feet for everything over 333 cubic feet water usage.

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

SECTION 2. Ordinance No. 2024-3077 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

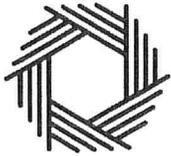
SECTION 3. This ordinance shall take effect with the bills dated November 1, 2024 and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED this _____ day of _____, 2024.

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

ATTEST:

-s- Lea Ann Doak, City Clerk



February 19, 2024

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

Dear Nate,

Attached for your review is an update to the Wastewater Enterprise Fund Financial and Capital Planning Model which was previously presented to the McCook City Council on February 20, 2023. Based on this analysis PFM recommends implementing a 7.50% rate increase to all rate categories on May 1, 2024 and October 1, 2024. This recommendation is higher than the previous estimate of 6.00% and is primarily driven by the \$8.5M increase to the planned improvement to the wastewater treatment facility.

In updating this model, PFM Financial Advisors LLC ("PFM") has reviewed and incorporated information from the City's FY 2023 Audited Financial Statements and the FY 2024 Budget. In addition, we have incorporated the current capital improvement plan for the Wastewater Enterprise Fund that includes the \$13,436,500 for Alternative 3 that Miller and Association presented to the City Council on December 4, 2023. The important points of the updated rate analysis are below.

(i) Usage

- a. Wastewater usage decreased by 11.5% in FY 2023 after a decrease of 4.5% in FY 2022. The FY 2022 usage data include the adjustments made to the Parker Hannifin Corporation account in December 2021 for prior periods.
- b. Usage has been on a slow downward trend since 2001 but has stabilized at approximately 30 million cubic feet. The FY 2023 usage was lower than the 31 million cubic feet budgeted. We have projected future usage at 30 million cubic feet but we will want to watch this closely as it is a key input for the revenues of Wastewater Enterprise Fund.

(ii) Revenues

- a. FY 2023 operating revenue increased by 2.4% over the prior fiscal year to \$1.7M. This is the third consecutive increase after a period of flat revenues from FY 2017 to FY 2020 despite increases to the wastewater rates. The FY 2023 increase was not as large as planned but does reflect the 6.00% increase to rates in May 2023.
- b. FY 2024 operating revenues are projected to increase by 8.4% compared to FY 2023 due to the assumed billed consumption of 30 million cubic feet and the recommended rate increase.

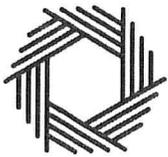
(iii) Expenditures

- a. FY 2023 operating expenditures (excluding depreciation and sales tax) increased by 3.7% over FY 2022. This is below our long-term assumption of 6.0%.
- b. The FY 2024 budget includes a conservative 19.7% estimated growth in total operating expenditures which reflects a return to normal operations after lower-than-expected operating expenses in FY 2020 through FY 2023.
- c. In FY 2025 and thereafter, this analysis assumes a 6.0% annual growth rate for all operating expenditures.

pfm

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Des Moines, IA 50309
515.243.2600

pfm.com



- (iv) Debt service coverage
- a. Coverage of 4.45 times in FY 2023, is very strong for a wastewater system of this size.
 - b. The FY 2024 budget implies a strong projected coverage of 4.28 times.
 - c. In FY 2026, PFM is projecting coverage decreasing to 2.51 times when the wastewater portion of the Series 2021 Refunding Bonds are paid off. The final debt payment has a larger principal payment due to the release of the debt service reserve fund causing coverage to drop.
 - d. In FY 2027 to FY 2030 projected coverage is estimated to be between 1.42 times and 1.72 times revenue available for debt service. This includes a \$13,436,500 proposed USDA loan to be issued in FY 2027. The analysis assumes a market rate of 3.75% with a 40-year term. The USDA loan program requires the City to fund the construction of the project with an interim loan, we have assumed a 6.25% interim loan with a construction schedule matching the Miller and Associates presentation from December 2023.
- (v) Annual Surplus/Deficit
- a. FY 2023 ended with an operating cash surplus of \$409,103 versus a projected surplus of \$109,190 from our analysis last year.
 - b. FY 2024 budget indicates a deficit of \$734,407. A key component for FY 2024 is planned capital projects that will be paid from fund balance. Major capital expenditures include a Vactor 2100i combo wastewater truck and additional improvements to the sluge fan press.
 - c. Projected future operating results in FY 2025 is expected to be a deficit to fund the collection system improvements from fund balance. FY 2026 to FY 2030 fluctuate between surplus and deficits based on timing of capital projects and debt service but over the planning horizon are projected to be balanced budgets. These projections include annual transfers totaling \$195,000 to build the cash balances in the Capital Replacement Fund and Equipment Reserve Fund.
- (vi) Cash Balance
- a. Ending operating cash balance on September 30, 2023 was \$1,944,826 per the audited financial statements which represents 240.0%, or nearly twenty-nine months of operating expenditures.
 - b. Overall, total cash in the Wastewater Enterprise Fund increased by \$508,324 to \$2,718,163 in FY 2023.
 - c. Operating cash is expected to decrease in FY 2024 and FY 2025 and then remain stable between \$750,000 to \$908,000 from FY 2026 to FY 2030. However, this projection is heavily dependent on actual future usage, the actual final cost of the new treatment facility and the plan of finance and interest rates used to fund the facility.
 - d. During the same planning horizon, total cash balance is expected to reduce to \$1.9M and then build back up to the current level at approximately \$2.8 million. A primary driver of the overall cash position is the approximately \$16.5 million planned for capital projects over the planning horizon.



(vii) Recommended Future Rate Increases

- a. Based on the assumptions listed above, PFM is recommending a higher rate increase in the coming years. This assumption is heavily reliant on trends in future wastewater usage, realized growth in future operating expenditures, and planned capital expenditures for wastewater system improvements and repairs.
- b. In the table below, we have incorporated the following rate adjustments as compared to the prior rate adjustments suggested in the February 20, 2023 study.

<u>Applicable Fiscal Year</u>	<u>Recommended Date of Change</u>	<u>February 20, 2023 Analysis</u>	<u>February 19, 2024 Analysis</u>
FY 2023-24	May 1, 2024	6.00% (all rates)	7.50% (all rates)
FY 2024-25	October 1, 2024	6.00% (all rates)	7.50% (all rates)
FY 2025-26	October 1, 2025	6.00% (all rates)	7.50% (all rates)
FY 2026-27	October 1, 2026	6.00% (all rates)	7.50% (all rates)
FY 2027-28	October 1, 2027	6.00% (all rates)	6.00% (all rates)
FY 2028-29	October 1, 2028	N/A	6.00% (all rates)
FY 2029-30	October 1, 2029	N/A	6.00% (all rates)

The Wastewater Enterprise Fund is positioned to accommodate future capital improvements while maintaining healthy cash balances. Through continued strong management practices, coverage is expected to drop to a strong but reduced level in FY 2028 and remain at adequate levels through FY 2030. This is a result of the sewer portion of the Series 2021 is paid off and the new debt for the new wastewater treatment plant comes online. The utility needs to begin preparing for the new debt service now to keep up with the inflationary cost pressures and still make debt service payments and cover estimated capital expenditures. If total usage should decrease meaningfully, operating expenses increase at a rate greater than 6.0%, or the actual capital costs come in higher for the treatment plant improvements, larger rate adjustments may be needed in future years. Both ending cash and debt service coverage will be important metrics to monitor and we plan for future expenses.

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

Respectfully,

Matthew Stoffel, CFA
Director

PFM Financial Advisors LLC

stoffelm@pfm.com | 515 724 5737 **OFFICE** | 515 201 0772 **CELL**

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**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING**

ITEM: **5.J.**

RECOMMENDATION:

**INTRODUCE ON SECOND READING ORDINANCE NO. 2024-3087
PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE
COLLECTION FEES OF THE CITY MCCOOK CODE OF ORDINANCES
AND APPROVE ON ITS FIRST READING.**

BACKGROUND:

This Ordinance provides for the increase to the solid waste collection fees as included in the proposed FY 2024-2025 budget.

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 78% of all waste received at the Transfer Station, with residential waste making up the remaining 22%.

The fee for Residential Trash Collection will increase from \$27.25 to \$28.25 per month which includes a \$2.00/month recycling fee to help support the recycling program. The last increase was in October 2023 where the fee increased from \$26.25/month to \$27.25/month.

The fee for Household/Commercial Waste will increase from \$83.00/ton to \$86.00/ton. The last increase was in October 2023 where the fee increased from \$77.00 to \$83.00.

This Ordinance also includes a fee of \$6.00/month for the yard waste collection service. This service is provided beginning in April and running thru November. It includes the weekly pickup up of grass and leaves that are placed in a city provided roll out container. There are no planned increase for this service in FY 2024 - 2025.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

September 9, 2024



Nate Schneider, City Manager

September 9, 2024

ORDINANCE NO. 2024-3087

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. 2023-3072 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	\$.043000 per pound (\$86.00 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 \$26.25 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.

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 November 1, 2024 and from and after is passage, approval and publication in pamphlet form according to law.

PASSED AND APPROVED THIS _____ day of _____, 2024.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
SEPTEMBER 16, 2024 CITY COUNCIL MEETING**

ITEM: 5.K.

Introduce and approve under suspension of the rule, Ordinance No. 2024-3091 setting the salary and compensation of City Manager Nathan A. Schneider.

BACKGROUND:

Attached is a copy of proposed Ordinance No. 2024-3091. The ordinance can be approved under suspension of the rule since all items in the ordinance were included in the City Manager Employment Agreement approved by the Council at the September 3, 2024 meeting.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 11, 2024

ORDINANCE NO. 2024-3091

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, 2024, the City Manager of the City of McCook, Nebraska shall receive for his base annual (12 month) salary \$149,343, plus 1% longevity \$2,986, for a gross annual (12 month) salary \$152,329 said salary to be paid bi-weekly; retirement benefit of 8% of his salary; and other benefits as shall be determined by the City Council of the City of McCook.

SECTION 2. The City Manager's employment agreement executed September 3, 2024, and effective October 1, 2024, 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 16th day of September, 2024.

Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

Lea Ann Doak, City Clerk

Publish: