

# **City of Scottsbluff, Nebraska**

**Monday, May 18, 2020**

**Regular Meeting**

## **Item Reports8**

**Council to discuss and consider action on the amended Interim City Manager Agreement between the City of Scottsbluff and Rick Kuckkahn.**

**Staff Contact: City Council**

**AMENDED INTERIM CITY  
MANAGER AGREEMENT**

This Amended Interim City Manager Agreement ("Agreement") dated \_\_\_\_\_, 2020 is by and between the City of Scottsbluff, Nebraska, a Nebraska municipal corporation (the "City"), and Rick Kuckkahn ("Kuckkahn").

**Recitals:**

a. The City is a Nebraska city of the first class under Neb. Rev. Stat. § 16-101, *et. seq.* The City has adopted a City-Manager form of government under Neb. Rev. Stat. § 19-601, *et. seq.*

~~b. The City has received On March 2, 2020 the resignation of its current City appointed Kuckkahn as interim Manager, effective March 2, 2020, and will begin~~ The City has begun the process of soliciting and recruiting applicants for appointment as permanent City Manager for the City. ~~The City anticipates the process of soliciting and recruiting applicants for appointment as permanent City Manager may take several months. However, due to the COVID-19 pandemic, the process is not proceeding as anticipated.~~

**Formatted:** Indent: Left: 0.5", No bullets or numbering

**Formatted:** Indent: Left: 0.75"

~~e. Kuckkahn has served as the City Manager for the City, as well as another Nebraska city of the first class, and has extensive experience and knowledge regarding the operation and activities of the City and his knowledge can benefit the City.~~

**Formatted:** No bullets or numbering

~~d. The City is in need of a qualified person to perform the duties of the City Manager until a City Manager can be permanently appointed, and Kuckkahn has the experience, knowledge and expertise to perform such duties and is available.~~

~~e. c. The City and Kuckkahn desires to employ Kuckkahn as interim City Manager, and Kuckkahn is willing and able to serve as interim City Manager for the City have reviewed their relationship and have determined continued performance by Kuckkahn is desired.~~

**Formatted:** Indent: Left: 0.5", No bullets or numbering

**Formatted:** Indent: Left: 0.5"

d. The parties enter into this Agreement according to the terms and conditions below:

**Agreement:**

1. Term:

~~a.~~ The term of this Agreement shall begin on ~~February~~ May 18, 2020 and shall continue until a permanent City Manager is appointed by the City Council or ~~June 1, 2020,~~

~~whichever shall occur first. In addition, this Agreement may be terminated~~ according to the terms and conditions in paragraph 2. of this Agreement.

~~b. If a permanent City Manager is not appointed by June 1, 2020 and Kuckkahn is available and interested to remain employed pursuant to this Agreement at that time, the parties agree to review their relationship at that time to determine if continued performance by Kuckkahn is desired by both parties.~~

2. Termination:

a. Kuckkahn may terminate this Agreement and his employment with the City upon thirty (30) days' written notice to the City. Provided, when a permanent City Manager is appointed by the City Council, Kuckkahn's employment will end at the time of the appointment and no written notice is required.

b. The City may terminate this Agreement and Kuckkahn's employment with the City without cause upon thirty (30) days' written notice to Kuckkahn. Provided, when a permanent City Manager is appointed by the City Council, Kuckkahn's employment will end at the time of the appointment and no written notice is required.

c. The City may terminate this Agreement and Kuckkahn's employment, with cause, immediately upon written notice to Kuckkahn. Cause shall include, but not be limited to:

(i) Any material violation of any of the City's policies, rules, or regulations, whether existing now or later adopted;

(ii) Any violation of this Agreement;

(iii) Incompetency

(iv) Neglect of duty;

(v) Unprofessional conduct;

(vi) Insubordination;

(vii) Any violation of the law, other than minor traffic offenses; or

(viii) Other conduct which interferes with Kuckkahn's continued performance of duties or damages the reputation of the City.

3. Salary and Benefits:

a. Kuckkahn shall receive a salary during the term of this Agreement of \$2,500.00 per week. The salary shall be paid on the regular payroll period of the City, according to the City's normal and customary payroll practices. If this Agreement, and Kuckkahn's employment, is terminated during the middle of any payroll period, Kuckkahn's payment for that payroll period shall be prorated and paid to the date of termination.

b. In addition to the salary set forth in subparagraph 3.a. Kuckkahn shall also receive the sum of \$770.00 per week in lieu of any and all other benefits other City employees are entitled to, including health insurance, dental insurance, life insurance, dues for professional associations, retirement, ~~vacation or sick leave~~ and cell phone. The salary set forth in subparagraph 3.a. and the in lieu of sum set forth in subparagraph 3.b. shall also be in lieu of any housing allowance or moving expenses. The City may include use of one of the City's fleet cars during the term of this Agreement, for use necessary to Kuckkahn's performance of City Manager duties. No other use of the fleet car shall be allowed. The City shall pay for all fuel necessary for operation of the fleet car during the term of this Agreement.

c. Any other expenses incurred by Kuckkahn that are necessary to performance the duties of the City Manager shall be reimbursed to Kuckkahn upon approval by the City Council.

d. Kuckkahn shall be entitled to use the office of the City Manager, and shall be furnished with all technology, equipment, and materials necessary for such duties.

e. Kuckkahn shall be entitled to two (2) weeks of vacation or sick leave to be used as set forth in paragraph 4.c. of this Agreement.

f. No other benefits, expense reimbursements, salary, or wage shall be provided to Kuckkahn. Kuckkahn acknowledges that he is a temporary employee and will not be eligible for coverage under the City's health, dental, vision, or life insurance, or the City's retirement plans, vacation leave program, or sick leave program.

Formatted: Indent: First line: 0.5"

#### 4. Duties:

a. Kuckkahn shall perform the functions and duties of the City Manager, as specified In the Scottsbluff Municipal Code at sections 6-2-35 through 6-2-39, which may be amended from time to time, as well as designated Nebraska statutes or any duly-given direction of the City Council. Specific duties shall include, but not be limited to:

i. Appointment and removal of department heads and subordinate officers and employees of the City, excluding the City Clerk and subject to the Civil Service Act of Nebraska for those employee covered under such Act.

ii. Enforcing, or directing the enforcement, of City laws and ordinances;

- iii. Control over all City departments created by the City Council;
- iv. Attending all meetings of the City Council;
- v. Conducting regular staff meetings and other meetings that require the attendance of the City Manager; and
- vi. Recommendations and advice to City Council on measures discussed or proposed.

b. Kuckkahn shall devote the level of skill, care, and diligence ordinarily exercised by persons in Kuckkahn's field of expertise, and shall perform all duties and responsibilities in a timely and professional manner.

c. It is expected that Kuckkahn shall devote full time, at least forty (40) hours per week, to his duties and responsibilities under this Agreement. Because of a prior commitment of Kuckkahn, the City agrees to grant Kuckkahn ~~one~~two (2) weeks of ~~un~~paid time off, with one (1) week in the month of May, 2020 and the second week in July, 2020. Kuckkahn agrees to provide at least seven (7) days written notice to the City of when the ~~un~~paid time off will occur.

d. ~~Before the term of this Agreement begins,~~ The City shall obtain and continue a bond of the type specified and required by Neb. Rev. Stat. § 19-648. The City shall pay the premium for such bond.

#### 5. Miscellaneous:

a. Any notice due under this Agreement shall be in writing and delivered in person to the respective parties or mailed to each party at the following addresses:

City of Scottsbluff, Nebraska  
City Clerk  
2525 Circle Drive  
Scottsbluff, NE 69361

Rick Kuckkahn  
~~557 E. Jefferson~~1510 Billy Lane  
~~P.O. Box 1787~~  
~~Hayden, CO 81639~~Plover, WI 54467

b. This Agreement is and shall be personal to the parties and may not be assigned by the parties. The parties may amend this Agreement only by a written amendment signed by both parties.

c. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

d. This Agreement will be construed and enforced according to the laws of Nebraska.

e. Either party's waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of any subsequent breach.

~~f.~~ f. The provisions of this Agreement are severable. The invalidity of any provision shall not affect the validity of any other provision.  
~~not affect the validity of any other provision.~~

[Signature Page Follows]

**Formatted:** Indent: Left: 0.5", No bullets or numbering

**Formatted:** Indent: Left: 0.5"

**Formatted:** Left

| City of Scottsbluff, Nebraska, a  
Nebraska Municipal Corporation

By \_\_\_\_\_  
Raymond Gonzales, Mayor

\_\_\_\_\_  
Rick Kuckkahn

Attest: \_\_\_\_\_  
Kimberley Wright, City Clerk

## AMENDED INTERIM CITY MANAGER AGREEMENT

This Amended Interim City Manager Agreement (“Agreement”) dated \_\_\_\_\_, 2020 is by and between the City of Scottsbluff, Nebraska, a Nebraska municipal corporation (the “City”), and Rick Kuckkahn (“Kuckkahn”).

### Recitals:

- a. The City is a Nebraska city of the first class under Neb. Rev. Stat. § 16-101, *et. seq.* The City has adopted a City-Manager form of government under Neb. Rev. Stat. § 19-601, *et. seq.*
- b. On March 2, 2020 the City appointed Kuckkahn as interim Manager. The City has begun the process of soliciting and recruiting applicants for appointment as permanent City Manager for the City. However, due to the COVID-19 pandemic, the process is not proceeding as anticipated.
- c. The City and Kuckkahn have reviewed their relationship and have determined continued performance by Kuckkahn is desired .
- d. The parties enter into this Agreement according to the terms and conditions below:

### Agreement:

#### 1. Term:

The term of this Agreement shall begin on May 18, 2020 and shall continue until a permanent City Manager is appointed by the City Council or according to the terms and conditions in paragraph 2. of this Agreement.

#### 2. Termination:

- a. Kuckkahn may terminate this Agreement and his employment with the City upon thirty (30) days’ written notice to the City. Provided, when a permanent City Manager is appointed by the City Council, Kuckkahn’s employment will end at the time of the appointment and no written notice is required.



b. The City may terminate this Agreement and Kuckkahn's employment with the City without cause upon thirty (30) days' written notice to Kuckkahn. Provided, when a permanent City Manager is appointed by the City Council, Kuckkahn's employment will end at the time of the appointment and no written notice is required.

c. The City may terminate this Agreement and Kuckkahn's employment, with cause, immediately upon written notice to Kuckkahn. Cause shall include, but not be limited to:

(i) Any material violation of any of the City's policies, rules, or regulations, whether existing now or later adopted;

(ii) Any violation of this Agreement;

(iii) Incompetency

(iv) Neglect of duty;

(v) Unprofessional conduct;

(vi) Insubordination;

(vii) Any violation of the law, other than minor traffic offenses; or

(viii) Other conduct which interferes with Kuckkahn's continued performance of duties or damages the reputation of the City.

3. Salary and Benefits:

a. Kuckkahn shall receive a salary during the term of this Agreement of \$2,500.00 per week. The salary shall be paid on the regular payroll period of the City, according to the City's normal and customary payroll practices. If this Agreement, and Kuckkahn's employment, is terminated during the middle of any payroll period, Kuckkahn's payment for that payroll period shall be prorated and paid to the date of termination.

b. In addition to the salary set forth in subparagraph 3.a. Kuckkahn shall also receive the sum of \$770.00 per week in lieu of any and all other benefits other City employees are entitled to, including health insurance, dental insurance, life insurance, dues for professional associations, retirement and cell phone. The salary set forth in subparagraph 3.a. and the in lieu of sum set forth in subparagraph 3.b. shall also be in lieu of any housing allowance or moving expenses. The City may include use of one of the City's fleet cars during the term of this Agreement, for use necessary to Kuckkahn's performance of City Manager duties. No other use of the fleet car shall be allowed. The City shall pay for all fuel necessary for operation of the fleet car during the term of this Agreement.

c. Any other expenses incurred by Kuckkahn that are necessary to performance the duties of the City Manager shall be reimbursed to Kuckkahn upon approval by the City Council.

d. Kuckkahn shall be entitled to use the office of the City Manager, and shall be furnished with all technology, equipment, and materials necessary for such duties.

e. Kuckkahn shall be entitled to two (2) weeks of vacation or sick leave to be used as set forth in paragraph 4.c. of this Agreement.

f. No other benefits, expense reimbursements, salary, or wage shall be provided to Kuckkahn. Kuckkahn acknowledges that he is a temporary employee and will not be eligible for coverage under the City's health, dental, vision, or life insurance, or the City's retirement plans, vacation leave program, or sick leave program.

4. Duties:

a. Kuckkahn shall perform the functions and duties of the City Manager, as specified In the Scottsbluff Municipal Code at sections 6-2-35 through 6-2-39, which may be amended from time to time, as well as designated Nebraska statutes or any duly-given direction of the City Council. Specific duties shall include, but not be limited to:

i. Appointment and removal of department heads and subordinate officers and employees of the City, excluding the City Clerk and subject to the Civil Service Act of Nebraska for those employee covered under such Act.

ii. Enforcing, or directing the enforcement, of City laws and ordinances;

iii. Control over all City departments created by the City Council;

iv. Attending all meetings of the City Council;

v. Conducting regular staff meetings and other meetings that require the attendance of the City Manager; and

vi. Recommendations and advice to City Council on measures discussed or proposed.

b. Kuckkahn shall devote the level of skill, care, and diligence ordinarily exercised by persons in Kuckkahn's field of expertise, and shall perform all duties and responsibilities in a timely and professional manner.

c. It is expected that Kuckkahn shall devote full time, at least forty (40) hours per week, to his duties and responsibilities under this Agreement. Because of a prior commitment of Kuckkahn, the City agrees to grant Kuckkahn two (2) weeks of paid time off, with one (1) week in the month of May, 2020 and the second week in July, 2020. Kuckkahn agrees to provide at least seven (7) days written notice to the City of when the paid time off will occur.

d. The City shall obtain and continue a bond of the type specified and required by Neb. Rev. Stat. § 19-648. The City shall pay the premium for such bond.

5. Miscellaneous:

a. Any notice due under this Agreement shall be in writing and delivered in person to the respective parties or mailed to each party at the following addresses:

City of Scottsbluff, Nebraska  
City Clerk  
2525 Circle Drive  
Scottsbluff, NE 69361

Rick Kuckkahn  
1510 Billy Lane  
  
Plover, WI 54467

b. This Agreement is and shall be personal to the parties and may not be assigned by the parties. The parties may amend this Agreement only by a written amendment signed by both parties.

c. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

d. This Agreement will be construed and enforced according to the laws of Nebraska.

e. Either party's waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of any subsequent breach.

f. The provisions of this Agreement are severable. The invalidity of any provision shall not affect the validity of any other provision.

y of Scottsbluff, Nebraska, a  
Nebraska Municipal Corporation

By \_\_\_\_\_  
Raymond Gonzales, Mayor

\_\_\_\_\_  
Rick Kuckkahn

Attest: \_\_\_\_\_  
Kimberley Wright, City Clerk